

# YUFA By-laws

***Adopted 1 December 1977***

***Last amended 4 December 2020***

## **1. Election Procedures**

- a. This By-law affects only elections and by-elections. It does not affect Executive appointments or the ratification process that may be involved with such appointments.
- b. The minimum nomination period in any election or by-election shall be two weeks (10 business days).
- c. Notification of any and all nominations shall be posted to the relevant constituency in a timely manner and through a widely available medium (e.g., email, YUFA Website).
- d. Nominations shall be closed at the end of the nomination period if one or more nominations are received. If no nominations are received, another nomination period shall be initiated, unless under the Constitution appointments are expressly permitted in such an event.
- e. A single candidate for a position shall be acclaimed when nominations are closed. Exception: when only one candidate is nominated for an Officer or a Steward position, a ratification ballot must be held. In the event there are too few nominations for multiple positions, the nominee(s) who met the deadline will be acclaimed and another call will be issued for additional nominations to fill the empty positions.
- f. Elections, when required, shall be initiated within five business days of the end of the nomination period.
- g. Elections shall be conducted by electronic ballot.
- h. The minimum balloting (voting) period shall be two weeks (10 business days).
- i. Accommodations for voting are available as per the relevant By-law.

## **2. Collective Bargaining Process**

- a. Up to eight months prior to the expiry of the collective agreement, the Executive Committee shall appoint five or six members of the bargaining unit to the collective bargaining team. Appointments must be made by a vote of two-thirds of Executive members present and voting. No more than two members of the collective bargaining team shall be members of Executive Committee.
- b. The Executive Committee shall give notice of appointment of the collective bargaining team to the membership as soon as possible following their appointment.
- c. The collective bargaining team may add non-voting advisors at its discretion.
- d. The collective bargaining team shall name one of its members as Chief Negotiator. A Chief Negotiator who is not a member of Executive shall become a non-voting member of Executive and shall report regularly to the Executive for the duration of bargaining. A Chief Negotiator who is a member of Executive remains a voting member of Executive. The President shall not serve as Chief Negotiator.
- e. During the period of collective bargaining, the Executive shall: supervise, receive reports from, and instruct the collective bargaining team; remove and/or replace members of the collective bargaining team by a two-thirds-majority vote; report regularly to the membership on the progress of collective bargaining; take such initiatives as are required in support of the collective bargaining process, e.g., communications, political action, job action.
- f. The collective bargaining team shall: negotiate the terms of renewal of the Collective Agreement; develop counter-proposals in the course of bargaining with the Employer; report regularly to the Executive in light of its mandate and the evolving bargaining priorities; report to the membership at the Executive's request; seek and receive instructions from the Executive regarding any

significant departure from its mandate; present tentative or proposed agreements to the Executive Committee for its approval.

### **3. Equity Subcommittee**

- a. The Equity Subcommittee shall consist of the Equity Officers, the Chairs (or delegate) of the recognized caucuses and three members appointed by the Executive Committee, at least one preferably from Glendon. In constituting the Equity Subcommittee, the goal is to ensure breadth of representation and expertise. Each appointee to a position on the Equity Subcommittee shall provide a brief statement to the Executive prior to appointment concerning his/her expertise and background in equity issues and his/her particular interest in serving. Members shall be appointed for two years, renewable for one two-year term. Initial appointments are subject to ratification by Stewards' Council, but renewals are approved only by the Executive Committee on the recommendation of the Equity Officers who will have consulted with the Equity Subcommittee prior to making a recommendation. Members whose renewal is not approved may stand for nomination for a new appointment. The Equity Officers shall Chair the Equity Subcommittee.
- b. The Equity Subcommittee shall exist to assist the Equity Officers to facilitate, advance, and advocate for the reduction and removal of inequities at York University, with regard to issues such as hiring, tenure and promotion, salaries, and retirement. These include inequities on the basis of gender, race, sexual orientation, disability, age, ethnicity, religion, political belief, language, culture, ancestry, place of origin (birth place), colour, citizenship, creed, sex, pregnancy, sexual preference, marital status, family status, number of dependents, or belief or membership in associations, and other forms of discrimination. Specifically the Equity Subcommittee's responsibilities shall include assisting the Equity Officers in: drafting contract proposals on equity issues; analysing the current Collective Agreement for biases and anomalies; ensuring more diverse representation in YUFA and on joint committees; facilitating, in consultation with the Grievance Subcommittee, the resolution of grievances that deal with equity issues at both the individual and policy levels; ensuring that equity issues are addressed within YUFA; working to educate YUFA members and others at York on equity issues; fostering discussion and understanding within YUFA and at York on equity questions and how they may be addressed. The Equity Officers shall report to the Executive Committee the Subcommittee's progress on these responsibilities.

### **4. Grievance Subcommittee**

- a. The Executive Committee shall appoint a Grievance Subcommittee of no more than six members. In appointing the Grievance Subcommittee, the goal is to ensure breadth of representation and expertise. Members are expected to have familiarity with the YUFA Collective Agreement. Members shall be appointed for one year, renewable for two one-year terms. Initial appointments are subject to ratification by Stewards' Council, but renewals are approved only by the Executive Committee on the recommendation of the Chief Stewards who will have consulted with the Grievance Subcommittee prior to making a recommendation. Members whose renewal is not approved may stand for nomination for a new appointment. The Chief Stewards shall Chair the Grievance Subcommittee.
- b. The responsibilities of the Grievance Subcommittee shall include: review of Employer policies and procedures as well as relevant government legislation and regulatory frameworks to ensure compatibility with the Collective Agreement and to alert the Association to potential issues and concerns; monitoring the application of the provisions of the Collective Agreement.
- c. A member who wishes to appeal the disposition of her/his individual grievance by the Chief Stewards or the Grievance Subcommittee may appeal to the Executive Committee. The member may subsequently appeal the decision of the Executive Committee to the Stewards' Council (see By-law 17).

- d. A member shall recuse themselves from the consideration of any grievance of a person with whom they have a conflict of interest.

## 5. YUFA Funds Policy

At the Annual General Meeting the Treasurer shall propose a budget and fee structure that provides for an amount of at least 10% of the current year annual operating budget to be accumulated in (or transferred into) the three funds of the Association (Operating, Arbitration and Defense) for any fiscal year in which such an amount or more would be required to meet the Fund target levels specified in the table below. Where the amount required to achieve all three Fund targets is less than 10%, then a transfer or accumulation of this lesser amount shall be proposed in the budget. For any fiscal year in which the amount reserved for accumulation or transfer is not sufficient to meet the target for all three funds then the Operating Fund target shall have priority, followed by the targets for the Arbitration Fund and Defense Fund respectively. The year-end Fund balance targets enumerated in the table below shall be calculated as a percentage of the Association's average operating budget over the previous three years.

	Target (as percentage of avg. budget over previous three years)
Operating Fund	37.5%
Arbitration Fund	7.5%
Defense Fund	155%

It is understood that any proposed measures to augment YUFA's Fund levels under this by-law shall be subject to the applicable provisions in the YUFA Constitution for final approval of YUFA's fee structure and budget.

## 6. YUFA Defence Fund

1. YUFA shall maintain a Defense the Fund that will provide strike defence for YUFA members in the event of a strike or other dispute.
2. The interest earned on the YUFA Defence Fund's resources in any one year may be transferred, wholly or in part, into the operating fund of the Association so long as the YUFA Defence Fund's resources maintain a balance of \$800,000 or more at or above the target outlined in by-law 5 above.
3. The Executive Committee may empower, at its discretion, the Treasurer to borrow a sum not greater than the total membership fees for the most recently completed fiscal year, if such funds be required to meet YUFA's obligations in strike defence either to its own members or to CAUT. In addition, the Executive Committee may empower, at its discretion, the Treasurer to borrow a sum not greater than the total membership fees for the previous three months to meet YUFA's obligations in strike defence of another union at York University. Any such loan to another union must be deemed by the Executive Committee to be in the best interests of the Association and of collective bargaining at York University. Notice of such loan will be given to the membership, and if within two weeks of such notice fifty or more members of the Association submit to the Executive Committee request for a vote at a Special General Meeting to approve such a loan,

such a meeting shall be held within one week. Further the Treasurer may pledge, assign or hypothecate any and all assets of YUFA for the purpose of providing security for such borrowing.

4. The Executive Committee may enter into any agreement with any financial institution to provide for the CAUT Defence Fund a stand-by credit up to an amount equal to \$100 for each Regular or Senior member of YUFA.
5. The Treasurer may invest the resources of the Fund in short or long term commercial paper or similar investments, at his/her discretion. Such investments, for convenience, may be merged with those of other YUFA funds. The term of any such commercial paper or investments shall not exceed three years.
6. The Executive Committee, at its discretion, may empower the Treasurer to assign or pledge future transfers to the YUFA Defence Fund to any lending institution which has advanced resources for strike defence purposes.
7. The Executive Committee may empower, at its discretion, the Treasurer to assign, pledge or hypothecate the investments or other resources of the YUFA Defence Fund as security for any borrowing required to meet YUFA 's obligations in strike defence.
8. In the event that the Executive Committee wishes to use the resources of the YUFA Defence Fund for any purpose other than strike defence, the Executive shall give notice to the membership and seek its approval at a General Meeting.

## **7. Arbitration Fund**

1. The Association shall maintain an Arbitration fund to ensure readily available resources that may be needed for an amount equal to the estimated cost to YUFA of thirty days of arbitration and similar matters shall be transferred from the general surplus to an Arbitration Fund. This Fund will be maintained at that level, except that annual adjustments reflecting current legal costs, shall be made by a charge against the current operations of YUFA.
2. As the purpose of the Fund is to guarantee to the members of YUFA that financial resources are available to provide arbitration and similar support under any circumstance, even the most adverse, the Treasurer is to maintain the Fund in a liquid condition by investing its resources prudently in short term commercial paper or similar investments. Such investments, for convenience, may be merged with those of other YUFA Funds.
3. The interest earned on the Fund's resources shall be retained within the Fund and used solely for arbitration purposes. If the total balance in the Fund exceeds \$120,000, the target level in by-law 5 above then the interest earned on the Fund's resources in any one year may be transferred, wholly or in part, to the operating fund of the Association.
4. The normal cost of arbitration and similar services should be charged against current operations. In the event that in any fiscal year the cost of arbitration and similar services exceeds the average actual cost of such activities over the preceding three years, then the Treasurer may pay such excess of the fees for arbitration from the Arbitration Fund, in that year.
5. The transfers referred to in (a) above, will be the lesser of the amount required in (a) and an amount which will reduce the general account surplus to nil at the end of the fiscal year.
6. The Executive Committee may empower, at its discretion, the Treasurer to assign, pledge or hypothecate the investments or other resources of the Arbitration Fund as security for any borrowing required to meet YUFA's obligations in strike defence.
7. In the event that the Executive Committee wishes to use the resources of the Arbitration Fund for any purpose other than set out in (b) above, the Executive shall seek the approval of Stewards' Council.

## **8. Stewards**

Stewards are elected representatives of Representative Groups of York University academic departments/units. Each Representative Group of academic departments/units shall elect, by and from its

YUFA membership, one steward for each fifty Regular Members of the bargaining unit or fraction thereof in that Group, except in the case of Libraries where there will be a minimum of two stewards. Normally, Representative Groups shall be based on academic units of fifteen or more YUFA Regular Members. For purposes of representation, academic units of fewer than fifteen YUFA Regular Members may be grouped with one another or with larger units to form Groups of fifteen or more. For purposes of designating the constituent members of the academic units, members of the bargaining unit shall be considered to belong to the unit designated by them as their 'home' unit for purposes of tenure and promotion, etc.

Stewards' terms of office shall be three years, beginning 1 June and ending 31 May. Unit or caucus stewards will be notified when their term is expiring. When there is a vacancy in a caucus or unit over time or a vacancy occurs when a unit or caucus steward is unable to complete their term, the unit or caucus will choose a new steward, either through an election (for more than one candidate) or an acclamation (if there is only one candidate). During the nomination process, candidates will identify whether they intend to complete the previous steward's term or begin a new term of three years (commencing from 1 June of the year of election or acclamation).

<b>Group Name</b>	<b>Constituent Academic Departments / Units</b>	<b>Stewards*</b>
Education	Faculty of Education	2
Environmental Studies	Faculty of Environmental Studies	1
Equity Studies/Gender, Sexuality & Women's Studies	Equity Studies, Faculty of LA&PS; Gender, Sexuality & Women's Studies, Faculty of LA&PS & Glendon	1
AMPD Dance/Design	Dance, School of Arts, Media, Performance and Design; Design, Faculty of Arts, Media, Performance and Design	1
AMPD Cinema and Media Arts	Cinema and Media Arts, School of Arts, Media, Performance and Design	1
AMPD Music	Music, School of Arts, Media, Performance and Design	1
AMPD Theatre	Theatre, School of Arts, Media, Performance and Design	1
AMPD Visual Art and Art History/Computational Arts	Visual Art and Art History; Computational Arts School of Arts, Media, Performance and Design	1
FS Biology	Biology, Faculty of Science	1
FS Chemistry	Chemistry, Faculty of Science	1
LSE Electrical Engineering & Computer Science	Electrical Engineering & Computer Science, Lassonde School of	2

	Engineering	
LSE Earth & Space Science Engineering	Earth & Space Science; Mechanical Engineering; Civil Engineering, Lassonde School of Engineering	2
FS Mathematics	Mathematics & Statistics, Faculty of Science	2
FS Physics & Astronomy/Natural Science	Physics & Astronomy, Natural Science, Faculty of Science	1
Glendon French	French, Glendon College	1
Glendon Humanities	English, Hispanic Studies, History, Philosophy, Translation, Multidisciplinary Studies, Glendon College	1
Glendon Social Science	Economics, Political Science, Sociology, Psychology, Mathematics, International Studies, Glendon College	1
Health Kinesiology & Health Sciences/Health Policy and Management	Kinesiology & Health Sciences/Health Policy and Management, Faculty of Health	2
Health Nursing	Nursing, Faculty of Health	1
Health Psychology	Psychology, Faculty of Health	2
LA&PS Administrative Studies	Administrative Studies, Faculty of LA&PS	2
LA&PS Anthropology	Anthropology, Faculty of LA&PS	1
LA&PS Communication Studies/Information Technology	Communication Studies, Information Technology, Faculty of LA&PS	1
LA&PS Economics	Economics, Faculty of LA&PS	1
LA&PS English	English, Faculty of LA&PS	1
LA&PS French Studies	French Studies, Faculty of LA&PS	1
LA&PS Geography	Geography, Faculty of LA&PS	1
LA&PS History	History, Faculty of LA&PS	1
LA&PS Human Resource Management/Public Policy and Administration	Human Resource Management; Public Policy and Administration, Faculty of LA&PS	1

LA&PS Humanities/Writing	Humanities, Writing Dept., Faculty of LA&PS	2
LA&PS LL&L	Languages, Literatures, & Linguistics, Faculty of LA&PS	1
LA&PS Philosophy	Philosophy, Faculty of LA&PS	1
LA&PS Politics	Politics, Faculty of LA&PS	1
LA&PS Social Science	Social Science, Faculty of LA&PS	2
LA&PS Social Work	Social Work, Faculty of LA&PS	1
LA&PS Sociology	Sociology, Faculty of LA&PS	1
Libraries	Peter F. Bronfman Business Library, Frost Library, Law Library, Scott Library, Steacie Science & Engineering Library	2
Schulich	Schulich School of Business	2
TOTAL		49

\* Numbers are based on latest membership lists provided by the Employer and will be updated annually. Only Regular Members are counted towards the number of stewards per academic department/unit (see Constitution 2.1 for definition).

## 9. Recognised Caucuses

Caucus representatives to Stewards' Council are representatives of Representative Groups within the YUFA membership. These Representative Groups are known as Recognized Caucuses of the Association. Caucus representatives to Stewards' Council are elected or appointed by their respective caucus.

- a. For purposes of Constitution Article 4.3 and By-law 7, the following are the Recognised Caucuses of the Association:

Indigenous Caucus – Keele

Queer Caucus – Keele

Race Equity Caucus – Keele

DisAbility Caucus – Keele

Indigenous Caucus – Glendon

Queer Caucus – Glendon

Race Equity Caucus – Glendon

DisAbility Caucus – Glendon

- b. The Equity Officers or any YUFA member may recommend to the Executive Committee the recognition or de-recognition of Caucuses. An amendment to By-law 8 would then be made under Article 5.1 of the Constitution.

## **10. Accountability and Compensation of Officers of the Association**

- a. Compensation for Officers of the Association shall form a part of the annual budget pursuant to Constitution Article 3.5.c. An Officer serving partial terms pursuant to Constitution Article 6.4 or 6.5, shall be eligible pro-rata for any course release or other compensation regularly offered by the Association to that Officer. Pro-rata of less than 0.5 course equivalents can be taken as cash stipend or equivalent generic research grant.
- b. Prior to 1 September in each year, the Executive Committee shall develop a work plan for the year, including the work plan for each Officer, and shall present them to Stewards' Council for ratification at a regularly scheduled meeting and to the membership in a widely available medium (campus mail, email, website).
- c. The Executive Committee shall, at the initiative of the President and Chief Stewards, recommend annually to Stewards' Council a general organising plan, which shall include a summary of budgetary implications.
- d. On or about 1 April, the Executive Committee shall report to Stewards' Council its progress in completing the work plan and any amendments to the plan. The reports shall be presented to the membership in a widely available medium (campus mail, email, website) and shall be an agenda item at the next Annual General Meeting.

## **11. Representative Organisation for Associate Members**

The Executive Committee, at its discretion, may from time to time recognise a representative organisation for Associate Members. Effective 15 May 1996, the Executive Committee recognises the Association of Retired Faculty and Librarians (ARFL) as the representative organisation for Associate Members.

## **12. Signing Officers**

The signing Officers of YUFA are the President, the two Vice Presidents, and the Treasurer.

## **13. Editorial Policy**

Unless expressly stated to the contrary, views expressed in the YUFA newsletters and on the Website are those of the writers and do not necessarily reflect the views or policies of YUFA. The Communications Officer or other editor(s) welcome submissions from Regular, Senior, and Associate Members, while reserving the right to determine selection for publication, as well as to edit submissions for length, style, and clarity.

## **14. Ranking Officer Notice**

Where possible, when the Authorized Association Representative is to be absent or unable to perform her/his duties, she/he shall give forty-eight hours' notice to the next ranking Officer.

## 15. Officers' Job Descriptions and Annual Compensation

The following are the job descriptions, qualifications (if applicable), and annual compensation for the Officers of the Association and for Stewards Council Representatives to Executive. The compensation ascribed to each office is the approved and ordinary annual compensation for that office. Compensation should not fall below this amount, but in certain circumstances (e.g., special projects) may exceed it with the approval of Stewards' Council upon Executive recommendation.

- a. **President**  
Responsible for the conduct of all YUFA's affairs; Chairs meetings; sits *ex officio*<sup>1</sup> on YUFA committees and the Joint Committee on the Administration of the Agreement; initiates and co-ordinates the priorities and work plan of Officers, committees, and staff; acts as primary Association representative. Shall normally have served on Executive for one year in the last five. Shall receive full teaching release.
- b. **Vice President Internal**  
Assists the President in ensuring YUFA's internal operations are running smoothly and in accordance with the Constitution and By-laws; recruits members to contribute to the Association; Chairs YUFA's staff relations committee; member of Executive and Stewards' Council; develops and carries out priorities and projects as part of the work plan. Shall receive 1.5 full course equivalents of teaching release.
- c. **Vice President External**  
Liaises with campus unions, student organisations, OCUFA, CAUT, NUCAUT, and other labour and education groups; tracks external affairs pertinent to members' interests and co-ordinates involvement in associated actions; member of Executive and Stewards' Council; develops and carries out priorities and projects as part of the work plan. Shall receive 1.5 full course equivalents of teaching release.
- d. **Chief Stewards**  
Handle complaints and grievances; assist stewards in advising members on their rights; Chair Stewards' Council and Grievance Subcommittee; members of Executive; develop and carry out priorities and projects as part of the work plan. Shall normally have served on the Grievance Subcommittee for one year. Each Chief Steward shall receive full teaching release.
- e. **Communications Officer**  
Solicits and edits contributions to YUFA publications, including website and bargaining priorities questionnaire; determines and implements the communications implications of the work plan; develops and carries out projects as part of the work plan; member of Executive and Stewards' Council. Shall receive 1.5 full course equivalents of teaching release.
- f. **Equity Officers**  
Facilitate and advocate for the reduction and removal of inequities within YUFA and York, assisted by Equity Subcommittee; Chair Equity Subcommittee; develop and carry out projects and priorities

as part of the work plan; members of Executive and Stewards' Council. Each Equity Officer shall receive 1.0 course equivalent of teaching release.

- g. Treasurer  
Prepares the annual budget and financial reports; reports regularly on the state of the Association's finances; authorises expenditures and investments; oversees the books; arranges for audits; member of Executive and Stewards' Council. Shall receive 1.0 course equivalent of teaching release.
- h. Recording Secretary  
Takes and prepares the minutes of Executive Committee (minimum twelve per annum), General Meetings (minimum two per annum), and meetings of Stewards' Council (minimum eight per annum). Shall receive 1.0 course equivalent of teaching release.
- i. Past President  
Assumes a 2-year term immediately following conclusion of term(s) as President. Mentors and advises the incumbent President; member of Executive and Stewards' Council. Shall receive 0.5 course equivalent of teaching release in first year of term and 0.5 course equivalent of teaching release in year two.
- j. Stewards' Council Representatives to Executive  
Two Stewards' Council Representatives are elected by Council to Executive. One of the Stewards' Council Representatives to Executive shall act as Chair of Stewards' Council, alternating every other meeting. The Chair of Stewards' Council shall bring recommendations and decisions made by Stewards' Council to Executive and shall report to each Stewards' Council meeting on the business of the Executive that occurs between Stewards' Council meetings. Each Stewards' Council Representative to Executive who also shares the Chair of Stewards' Council shall receive 0.5 course equivalent of teaching release.
- k. Joint Committee on the Administration of the Agreement (JCOAA) and Long -Range Planning Co chair Appointed by the Executive Committee for a two-year term that runs off-cycle with the term of the majority of Executive. Co-chairs all meetings with the Employer regarding the administration of the collective agreement and long-range planning at the University, representing the will of and reporting to the Executive Committee. Officer is a voting member of Executive and submits a work plan and work progress report each year. Shall receive 1.5 full course equivalents of teaching release.

## **16. Indemnification**

YUFA will indemnify Officers, staff, and other duly appointed representatives for any and all legal costs and claims for damages incurred as a consequence of carrying out the performance of their duties on behalf of YUFA.

## **17. Release Time**

- a. Release time is to permit YUFA service beyond what might be expected as a "normal" service contribution to the community.
- b. Release time is not a perquisite for YUFA work, nor is it remuneration. It is given in order to free a member's time so that she/he may do YUFA work.

- c. While course release should normally be taken in the year it is allocated, this may not be possible in the first year of a newly elected Officer's term and may be banked with YUFA when the unit's teaching schedule and/or service needs do not permit a member to arrange for release time in the term in which she/he is doing YUFA work. Such a request must be submitted to the appropriate YUFA committee for approval; justification for the banking, as well as an indication of when the course release will be taken, must be provided to the committee.
- d. Course release may also be banked in other circumstances (such as discretionary course release, and course release provided for in the Constitution or past practice), where course release is awarded at such a date where sufficient notice cannot be provided to the unit. In cases where discretionary course releases are awarded (other than those provided for in the Constitution and past practice), detailed justification must be provided to support that the course release is warranted. However, the Executive Committee, in granting release time in all such circumstances, shall ensure that the member is willing to provide YUFA with the time expected of her/him.
- e. Banked course release for any circumstance is expected to be redeemed as quickly as possible. In addition, in normal circumstances, course release above 0.25 course equivalents shall be taken as course release and not as a cash stipend.
- f. The Executive may, in extraordinary circumstances, approve an arrangement different from that above. The primary consideration in doing so should be that the member's time is freed to enable her/him to work for the Association.
- g. For faculty, release time from 1.0 course equivalent of teaching release translates into approximately one full day per week of time given over to YUFA work for the equivalent of a September to April academic year. For librarians, one unit of release time translates into approximately five hours per week of YUFA work.
- h. All members who are being considered for YUFA release time will, prior to Executive's decision on the allocation of release time to them be provided with a copy of this By-law.
- i. Subject to Constitution Article 3.5.c and By-law 14, the Executive Committee shall determine the total amount of release time to be distributed and the allocation of that release time among positions or members.
- j. Nothing in these guidelines is intended to restrict or impinge upon a member's activities outside the University.

## 18. Grievance Appeals Procedure

Should the Executive Committee decide not to advance an individual member's grievance or a group grievance to arbitration (Stage 4, Article 9.16 of the Collective Agreement), the grievor(s) shall have the right to appeal this decision to Stewards' Council.

- a. The grievor(s) shall inform the Chief Stewards in writing of their intention to appeal.
- b. The Chief Stewards shall request that the Stewards' Council Representatives to Executive place the appeal on the agenda for the next regularly scheduled meeting of Stewards' Council. Once confirmed, the Chief Stewards will inform the grievor(s) in writing of the meeting's time and place. Only the grievor(s), his/her/their advisor(s), YUFA's legal counsel, and members of the Stewards' Council may be present for the hearing.
- c. The grievor(s) shall not normally be entitled to be represented by outside counsel but may be represented by an advisor who is a member of YUFA.
- d. The appeal shall begin with a presentation by the Executive and/or YUFA's legal counsel as to the reasons for the Executive's decision.
- e. The grievor(s) shall then present the case for overturning the Executive's decision, including any questions for the Chief Stewards and/or YUFA's legal counsel.
- f. Members of Stewards' Council may ask questions of fact and clarification of the grievor(s).
- g. Unless the appeal is withdrawn following the hearing, Stewards' Council shall move *in camera* to decide the appeal. Members of Executive Committee, except for the Stewards' Council Representatives, shall withdraw from the meeting for this deliberation. The Stewards' Council Representative who is chairing the Stewards' Council meeting shall continue as Chair for the *in*

*camera* session. The Chair of Stewards' Council is a voting member and can vote on all motions. In the event of a tie, the Chair casts a second and deciding vote.

- h. The Chair will provide Stewards' Council's decision to the Chief Stewards, the Executive Committee, and the grievor(s) in written form within five business days.
- i. Information and discussion concerning the case(s) under appeal shall be kept confidential to Stewards' Council and the advisor(s), if applicable, unless the appeal is upheld and the grievance is advanced to arbitration.
- j. Once the motion concerning arbitration of individual or group grievances has been moved and seconded, Stewards' Council Representatives are not to participate in Executive deliberations and/or decisions (in other words they must absent themselves). Stewards' Council Representatives may participate in deliberations at Stewards' Council when it deals with appeals of Executive decisions not to arbitrate.

## 19. Funding and Endorsements

- a. The broad purpose underlying YUFA's support for specific groups and causes is to advance educational equity, social justice, and democratic bargaining. Normally, YUFA will not endorse or financially support groups or causes that have no discernable link to education or social justice or collective bargaining concerns, however worthy their goals might seem.
- b. YUFA will only donate to non-profit groups and organizations.
- c. Regarding funding requests, preference will be given to:
  - i. groups that work to advance academic accessibility, equity, and democratic decision-making in education;
  - ii. groups from the York University community or immediate neighbourhoods, especially those requesting donations for educational and/or social justice and/or recreational purposes;
  - iii. labour organisations whose goals are broadly consistent with academic values, equity concerns, and/or democratic collective bargaining.
- d. Annual donations of up to \$200 per organization, consistent with the above, can be made at the discretion of the Vice President External. The Executive Committee will ratify donations over \$200. The Vice President will report all requests and all donations bi-monthly (i.e., every two weeks) to the Executive. The Vice President will also prepare bi-annual (i.e., every six months) reports to the Executive Committee on all donations. All donations above \$5,000 will also be reported to Stewards' Council. Donations above \$15,000 will be brought to Stewards' Council for a vote.
- e. Normally, a request to YUFA for a donation will include a statement of the organisation's or individual's aims, the purpose to which the funds will be put, and a budget for the event or project.

## 20. Accommodation

- a. Voting members who, for any reason, are unable to vote electronically shall be reasonably accommodated.
- b. Members who require accommodation must register with the Association in writing for such accommodation. Unless the member requests otherwise in writing, accommodation shall be for all future electronic votes, not just a single event.
- c. Members must provide a campus mailing address where information about a nomination period for an upcoming election, or by-election, or other electronic vote may be sent.
- d. Members must provide a campus mailing address where notification of an election, by-election, or other electronic vote may be sent. A ballot shall be included with the notification.
- e. The time frame shall be the same as for electronic voting; there shall be no extensions. Completed ballots must be received at the YUFA office by the deadline for an electronic vote.

Members may mail their ballot or they may submit their ballot confidentially in person, upon arrangement with the YUFA office.

- f. No proxy voting is permitted.

## 21. YUFA Code for Equity and Inclusion

### 1. Background

- a) This document responds to past problems in the functioning of YUFA Executive meetings.
- b) It affirms that no member of the Executive wants to contribute to/ participate in an environment where women feel unsafe or where equity is slighted.
- c) All members of the Executive are committed to working with those women who have been injured, to restore productive and respectful interactions, to redress systemic biases, to mend where possible interpersonal relationships, and together to establish effective mechanisms to ensure that such injuries not happen again.
- d) This aims to complement, not to replace, provisions in the YUFA Constitution, YUFA Collective Agreement, Bourinot's Rules of Order, the YUFA Rules and Procedures for the Executive Committee and provisions in the Ontario Human Rights Code, and shall not be construed as limiting those rights.

### 2. Purpose

- a) To strengthen our habits of internal respect
- b) To protect the vulnerable amongst us against harm
- c) To maintain YUFA as a safer space than the inequality, discrimination, violence and competitive individualism of the society
- d) To treat differences among us as a source of insight rather than a threat
- e) To act together in recognizing that an injury to one is an injury to all
- f) To walk our talk about equity and inclusion.
- g) To act among members with intent to educate more than punish.

### 3. Breach

A breach occurs when a member's conduct is abusive, in words or actions, whether directed individually or at a group, whether or not based on grounds prohibited by the Ontario Human Rights Code.

Abusive conduct includes micro-aggressions, acts of discrimination and attacks upon members who belong to groups which have been discriminated against or are subject to stereotypes.

- a) Abusive conduct could include forms of verbal or physical abuse, harassment or bullying
- b) Comments or actions that express a stereotype and prejudiced attitude toward a member of a marginalized group (such as a racial minority).
- c) Discrimination is treating someone unfairly by either imposing a burden on them or denying them a privilege, benefit or opportunity enjoyed by others, on prohibited grounds under the Ontario Human Rights Code
- d) Verbal abuse includes insults, name calling or derogatory statements, yelling or shouting, sabotaging or intentionally interfering with the work of others, making untrue statements or creating false or misleading impressions of others.
- e) 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.
- f) Bullying is a form of harassment which targets an individual or group and which threatens

that person or person's mental and physical well-being.

- g) Physical abuse includes shoving, pushing, threatening gestures or the violation of personal space.

#### 4. Complaint

Any member of YUFA can raise a complaint in a union meeting or in writing about behaviour by another member that they consider breaches Article 1.3. That complaint should be made to the president. As a principle, no officer against whom a complaint has been made should all be involved in the investigation or in determining the remedy of a complaint. Should a complaint be raised against the President, that complaint should be made to the next ranking officer, as specified in the YUFA Constitution (6.4b). Should the complaint be raised against an Equity Officer, the complaint should be handled by the other Equity Officer.

##### a) *Conduct outside meetings*

- I. Any member who considers that an e-mail or written document or publicly reported comment by another member violates the intent of Article 1.3 may complain to the president and request a remedy.
- II. The president together with one of the Equity Officers will rule on the complaint with a suggested remedy.
- III. If the complainant or the person complained against does not agree with the ruling and remedy proposed by the president and the equity officer, the President, the complainant or the person complained against may go to full Management Caucus
- IV. At the discretion of the President, the full Management Caucus may meet by e-mail to vote confidentially "agree" or "disagree" with the proposed ruling and remedy. They may also be asked to convene for a full meeting to discuss the matter.

##### b) *Conduct in Executive and Stewards' Council meetings*

- I. Any member whose remarks or gestures towards another member are warned by the Chair as disrespectful may challenge that ruling on the spot and is subject to a simple majority vote in support of that ruling.
- II. Any member who considers that they were harmed by such remarks or gestures may request an apology for that behaviour, and a statement of solidarity by a simple majority of those present.
- III. A review of the ruling, whether on paper or at the meeting, may be requested by any member at the next Management Caucus. It will be upheld or rejected there by a simple majority vote.

#### 5. Investigation

- a) ***If the breach is considered serious***, and the harm significant beyond the level of a simple review and expression of opinion at Management Caucus, an investigation may be undertaken by the Executive.
  - I. A member who considers themselves harmed, or one whose behaviour has been called out by the Chair of a meeting or by the President and an Equity Officer in other contexts, can request on the spot or within a week an investigation.
  - II. The same right to request an investigation can be used by other members who consider that they have been affected by the dispute or who consider that the integrity of a member has been compromised. Individuals who make a complaint against another person in bad faith or for a vexatious purpose would be considered in violation of this *Code*.
  - III. The request for investigation can propose other remedies, including but not limited to:
    - a lesser penalty
    - an order of public apology

- an order to seek counselling or training
- suspension of the member beyond one meeting
- an order to stop doing the act or acts complained of
- an order to correct the act or acts complained of

**b) Investigation panel**

- I. In any case, the President will constitute a panel of three YUFA members, not currently on the Executive, to conduct the investigation.
- II. One will be nominated by the complainant, one will be nominated by the respondent and the third will be nominated by agreement of the other two nominees. They will consider whether a breach took place and will recommend a remedy based on the seriousness of the breach.

**6. Closure**

- a) The remedy recommended by the 3-person panel may be accepted or rejected at the next Management Caucus meeting by a simple majority. If accepted, the matter is considered closed and there is no further appeal.
- b) If the recommendation is rejected as excessive penalty by a simple majority, then the suspension for one meeting will stand and the matter is considered closed and there is no further appeal.
- c) If the recommendation is rejected as insufficient penalty by a simple majority, that will trigger a vote of non-confidence in the officer as per Article 8.4.

<sup>1</sup> Definition for YUFA purposes: *ex officio*: normally non-voting, unless specifically noted otherwise in the Association's Constitution or By-laws.