

Policy #1: Elections

1.01 The Elections Committee

The Elections Committee shall be established by General Council, before January 31st of the year in which the election is to be held, to supervise the election of the GSU Executive Officers, and/or to supervise the running of a referendum. All Election Rules as stated in this policy apply to GSU referenda. Normally, any referendum shall be held in conjunction with the regular GSU March Election of Officers.

The Elections Committee shall include the Chief Returning Officer, one other member of General Council, and a GSU staff person.

The Chief Returning Officer:

- shall be a member of the General Council
- shall be elected in person at GSU Council; however, a candidate who will be absent for the Council meeting may, if Council approves by a 2/3 majority, run in absentia for the position of CRO if s/he provides a written statement of qualifications to the Secretary of Council in advance of the meeting and appoints a nominator to speak on her/his behalf. The Secretary of Council shall handle all correspondence concerning this position.
- shall not be a member of the GSU Executive
- shall chair the Elections Committee
- shall be responsible for the conduct of the election which includes hiring a Deputy Returning Officer (if required) and Poll Clerks. The Deputy Returning Officer shall be a member of the Graduate Students' Union. Poll Clerks shall be University of Toronto students and preference shall be given to members of the Graduate Students' Union. The responsibilities of the Deputy Returning Officer and the Poll Clerks shall be at the discretion of the Chief Returning Officer in accordance with Election policy.
- shall ensure that nominations papers are valid
- shall advertise the nominations and elections using ads, posters, and electronic distribution means
- shall be responsible for resolving any or all discrepancies in the nomination, campaign and election process.

The Election Committee Council representative(s) shall be a member of, and elected from, General Council.

The GSU Staff person shall prepare the ads, posters and nomination forms for the nomination period, in accordance with the policy, shall distribute upon request the nomination papers, and shall work with the Chief Returning Officer to perform whatever tasks are required.

1.02 Elections of Union Officers

- (a) The elections for all officers of the Union shall occur simultaneously on an annual basis.
- (b) The annual election of officers shall occur before March 31.
- (c) The regular term of office shall be May 1 to April 30.
- (d) There shall be a President and a Vice-President (Internal) of the Union who shall be elected annually and directly on a two-person ticket by the members of the Union.
- (e) There shall be a Vice-President (External) of the Union who shall be elected annually and directly by the members of the Union.
- (f) There shall be a Treasurer of the Union who shall be elected annually and directly by the members of the Union.
- (g) There shall be a Secretary of the Union who shall be elected annually and directly by the members of the Union.

1.03 Nomination Process

- (a) Forms for the slate of President and Vice-President (Internal), for Vice-President (External), for

Secretary and for Treasurer shall be submitted to the Elections Committee. Each candidate (or slate of candidates) shall have at least fifteen (15) supporting signatures. Candidates and signatories shall include their student numbers and they must be members of the Union;

(b) No candidate shall be allowed to run for more than one (1) office in any election;

(c) The 0shall be allowed to run for office with a group or party affiliation which shall be included on the ballot beside the candidate's name;

(d) The nomination period shall normally be held in February for a minimum of two (2) weeks. If there is no candidate for a particular position when the nomination period ends, the Chief Returning Officer may extend the nomination period for that position by increments of one (1) week to a maximum of 2 (two) weeks.

1.04 General Election Guidelines

(a) In an election, the candidates shall campaign in accordance with the rules of fair play. Breaking the rules of fair play include, but are not limited to, libel, slander, general sabotage of the campaign of the other candidate(s), and misrepresentation of fact. All campaigning and election rules not set out in the By-laws shall be determined by the Elections Committee and reported to General Council and shall be made available to all candidates and Deputy Returning Officers. When the GSU holds a referendum, Election Guidelines 1.04 and 1.05 shall apply.

(b) In a referendum, all parties must abide by Section (a).

(c) If there are two or more candidates for any one position, the Chief Returning Officer will organize an All-Candidates Meeting in a timely fashion.

(d) All ballots and nomination forms must be retained by the Elections Committee for a period of at least two (2) weeks following the elections and shall be available to candidates or their representative and to members of GSU General Council upon written request. During this period, the Elections Committee shall receive and act upon any request for a recount or written allegation of election misconduct. All findings shall be available to Union members upon request.

1.05 Voting Method and Conduct of Polls

In any Union election, the following shall be adhered to:

(a) The elections shall be by secret ballot;

(b) Each Poll Clerk is responsible for the conduct of her/his poll;

(c) The Poll Clerk must make certain that all candidates' campaign materials (election posters, etc). are removed from the general area of the polling station. Except to cast her/his own vote, a candidate must not be allowed to linger in the general area of the polling station;

(d) The Poll Clerk must ensure, as far as possible, the secrecy of voting;

(e) A maximum of two (2) people, including the Poll Clerk, may be allowed to sit at a polling station at one time;

(f) A minimum of four (4) polling stations must be set up for an election. One of these shall be located in the Union Building and the others at convenient campus locations;

(g) There shall be a minimum of two (2) days and a maximum of four (4) days allotted for the casting of ballots;

(h) To be permitted to vote, a voter must present to the Poll Clerk, at a polling station, a current University of Toronto student identification card. The card will be appropriately marked by the officer and the voter will receive a ballot initialled by the Poll Clerk in his/her presence. The voter will then mark his/her ballot and hand it folded to the Poll Clerk who will place it in the ballot box.

If two or more candidates are running (or if there are two or more choices in a referendum), voters shall place a mark on the ballot in the box beside the preferred candidate (or beside the preferred choice). This

mark shall be clearly visible as indicating the voter's preference.

(i) The Poll Clerk shall keep an accurate tally of votes that have been cast. Violation of these procedures shall be reported to the Chief Returning Officer as soon as possible.

(j) In the event of a tie, the Chief Returning Officer shall cast a deciding vote. However, in no other circumstances may s/he vote.

(k) The candidate with the largest number of votes shall be deemed the winner.

(l) These rules and procedures shall only be used for election of Union officers and for referenda. Procedures for the election of departmental representatives to General Council are in By-law #5. Procedures for other elections shall be established by General Council, whenever the need arises.

(m) In all cases, the Chief Returning Officer shall have the final authority to resolve discrepancies.

(n) Appeals Process: Appeals of the decisions of the Chief Returning Officer shall be made in writing to the Elections Committee and shall be dealt with in a timely fashion but not longer than two (2) weeks.

1.06 By-Elections

(a) At least two (2) weeks public notice must be given for any by-election and it shall be conducted according to the procedures outlined in Policy #1.01 to 1.05 and Article 8 of the GSU By-law.

(b) All members of the Union, except those who have been impeached in the 12 months immediately preceding the by-election, are eligible to contest a by-election.

(c) Any officer of the Union who runs for an office of the Union in a by-election must submit her/his resignation effective the day after the election.

(d) Officers of the Union elected in a by-election shall assume office the day after the election results are declared by the Chief Returning Officer.

(e) Notwithstanding the above, vacancies on the Executive shall be filled by General Council. See GSU By-law, Article #7.4.

POLICY #2 Representatives of the Union on University and Other Bodies

2.01 General Council should nominate a full slate of representatives of Union members to central committees of the University of Toronto.

2.02 General Council should nominate a full slate of representatives of the Union members to all outside committees, councils and other bodies where the Union is entitled to representation.

2.03 The representative(s) of the Union on all committees, councils, and other bodies external to the Union shall actively represent General Council's interests and perspective. When necessary representatives shall consult with the GSU Executive and/or staff. The representative may be asked to attend and report to a GSU Executive or General Council meeting and should submit a written report to the GSU Executive within two (2) weeks of each meeting. The representative shall submit to the Executive a copy of the minutes of all meetings attended, where minutes were taken, as soon after these meetings as is possible. These minutes shall be returned to the representative(s) after abstraction and/or copying.

2.04 All minutes and related documents received by representatives of the Union on committees, councils and other bodies external to the Union are to revert to the Union for filing as soon as the representative resigns (or is removed) from the committee, or when the academic year ends. These minutes and related documents shall be retained by the Union and made available to the new representative when elected or appointed.

2.05 All representatives covered by Sections 2.01 and 2.02 of this Policy Document are subject to By-law 4.10 (e) Attendance: Any representative of the Union on committees, councils, and other bodies external to the Union who misses three (3) consecutive meetings of that organization shall be replaced, if it is within the power of the Union to do so, unless that representative can show just cause.

2.06 The Council on Student Services (COSS)

The Graduate Students' Union has entered into a "long-term protocol" with the University of Toronto concerning mandatory non-tuition related ancillary fees. This protocol is included in the Policy Document, 99.05. This protocol creates a Council on Student Services (COSS) empowered to approve three types of fee changes: 1) Consumer Price Index (CPI)-related increases; 2) increases tied to the University's Index; and 3) other increases not covered by 1) or 2).

(a) With regard to fee changes tied to 1) increases in the CPI and 2) increases tied to the University's "Method for Calculation of an Index for Fees Covered by the Ancillary Fee Protocol" (or any such successor policy), the GSU members of COSS will follow the policy chosen by the Executive of the Graduate Students' Union. The Executive will, where possible, present this position for the approval of the General Council of the GSU.

(b) With regard to proposed ancillary fees changes not covered by 2.06 (a), the GSU members of COSS will follow the policy chosen by the General Council of the GSU. This policy must be approved by a 2/3 vote of the Council. If Council is unable to meet to consider changes covered in this section 2.06(b) the GSU members of COSS must oppose the proposed changes.

Policy #3 Finances

3.01 Funds, Annual Fee and Extra Levies

The **Consolidated Union Fund** shall consist of the Union Fund, the Building Fund, the Emergency Fund, any other surplus funds, miscellaneous revenue internally generated, bank interest, extraordinary receipts, and receivables, and monies obtained by such other means as the Union shall from time to time decide, subject to this policy and the GSU By-Laws.

3.01 (a) Union Fund: The monies collected from members of the Union in an annual fee under Article 2.5 of the GSU By-law shall constitute the Union fund. Any change in the amount, or method of collection of annual fee shall *be* subject to the relevant approved referendum results. When the decision to change the annual fee has been made, General Council through the Treasurer shall so inform the appropriate officials, boards and subcommittees of the Governing Council of the University of Toronto in a prepared brief.

3.01 (b) A Building Fund shall be maintained to finance capital improvements to the facilities of the GSU. The Fund shall be initially capitalized out of the accumulated surplus of the Union Fund at a level of \$45,000. When necessary, General Council shall authorize annual contributions from the Union Fund so as to maintain the Building Fund at a level of \$20,000. All expenditure from the Building Fund in excess of one thousand dollars (\$1,000) shall be authorized by Council upon the recommendation of the Executive. The amount to be spent from this fund shall be annually approved at the October General Council Meeting. Upon recommendation from the Executive, General Council may alter the amount to be spent from this fund at any General Council meeting following the October General Council Meeting. The fund shall be annually reported to General Council at the October General Council Meeting.

3.01 (c) An Emergency Fund shall be maintained to finance unforeseen and un-budgeted expenditures which are necessary between May 1 and September 15. The Fund shall be initially capitalized out of the accumulated surplus of the Union Fund at a level of \$10,000. When necessary, General Council shall authorize annual contributions from the Union Fund to maintain the Emergency Fund at a level of \$10,000. The Emergency Fund may only be accessed between May 1 and September 15. Any expenditure from the Emergency Fund must be approved by a unanimous vote of the Executive and approved by the Vice-Provost, Students of the University of Toronto. Any expenditure from the Emergency Fund must be reported to the next General Council Meeting. The fund shall be annually reported to General Council at the October General Council Meeting.

3.01 (d) Extra Levies

Should the Union decide to collect a levy for an organization it shall do so by referendum of the general membership. These organizations shall be known as Extra Levy Affiliates and shall be subject to the following:

- (i) These organizations must be recognized by General Council in, or under, the By-laws.
- (ii) A memorandum of agreement shall be drawn between the Union and each organization wishing to be affiliated with it. Such an agreement shall be considered equivalent to a By-law of both the Union and the affiliated organization.
- (iii) All Extra Levy Affiliates shall provide the Union with a current constitution and by-laws and annually provide the Union with a statement of accounts. General Council may choose to withhold extra levies if the conditions of the Memorandum of Agreement (d)(ii) or reporting of constitution and accounts (d)(iii) are not met, until such time that General Council is satisfied any problem is resolved.
- (iv) The monies collected from members of the Union in a fee on behalf of Extra Levy Affiliates shall constitute Extra Levies and shall be remitted to the Extra Levy Affiliates. General Council may choose to withhold extra levies if the conditions of the Memorandum of Agreement (d)(ii) or reporting of constitution and accounts (d)(iii) are not met, until such time that General Council is satisfied any problem is resolved.
- (v) While the annual fee and the Extra Levies are collected from the members of the Union at the same time, Extra Levies shall not constitute a part of either the Union Fund or the Consolidated Union Fund.

(vi) Any change in the amount, or method of collection, of Extra Levies shall be subject to the relevant approved referendum results.

(vii) When the decision to change the annual fee or Extra Levies has been made, General Council through the Treasurer shall so inform the appropriate officials, boards and subcommittees of the Governing Council of the University of Toronto in a prepared brief.

3.02 Financial Responsibilities

(a) General Council shall be empowered to control, manage and administer the Consolidated Union Fund and the other assets of the Union.

(b) General Council shall make general financial policy for the Union and shall be responsible and accountable to members of the Union for the financial policy of the Union.

(c) The Executive, with the advice of the Finance Committee, shall translate into fiscal policy the general financial policy of the Union.

(d) The day-to-day management of the Consolidated Union Fund and other assets as the Union may possess and the execution of financial and fiscal policy shall be the responsibility of the Executive which shall be responsible and accountable to General Council for such management and execution of policy.

(e) The Consolidated Union Fund shall be used by the Union for the promotion of the objectives of the Union as outlined in the preamble of the Graduate Students' Union By-law.

3.03 Finance Office

(a) The device for the administration of the Consolidated Union Fund and the other assets of the Union and the disbursement of Extra Levies shall be the Finance Office.

(b) The Finance Office shall consist of a Financial Administrator, a Financial Co-ordinator and such other employees as the Executive shall deem necessary for proper financial administration.

(c) The supervision of the Finance Office shall be the responsibility of the Executive.

(d) So long as members of the Finance Office continue to be unionized employees such supervision, wages and job descriptions shall be in accordance with the terms of their respective collective agreements with the Union.

3.04 Duties of the Finance Office

(a) to keep clear and accurate records of all financial transactions of the Union;

(b) to prepare the accounts of the Union and assist in the audit thereof;

(c) to assist in the preparation of the financial estimates and supplementary estimates, if so requested;

(d) to supervise and be responsible for the subsidiary accounts of the Union;

(e) to review accounting procedures from time to time with a view to their improvement;

(f) to prepare statements of account at the request of the Treasurer;

(g) to conduct and be responsible for the financial operation of the Union. This includes, but is not restricted to, depositing funds to the credit of the Union; preparing, signing, and issuing cheques and other disbursements on behalf of the Union; negotiating loans for the Union; and transferring funds between bank accounts of the Union and among accounts of the Union and those affiliated organizations which permit such transfers.

3.05 Financial Estimates (*Budget*), Supplementary Estimates, Notice

(a) The Executive, with the advice of the Finance Committee, shall prepare the estimates of income and the expenditure of funds for the new fiscal year before the presentation to the General Council Meeting as required by Article 4.3 (b) of the Union By-Law. The estimates as adopted by General Council shall constitute the budget for that fiscal year. The budget format guidelines are specified in Section 3.17.

(b) Under certain conditions, the Treasurer, on behalf of the Executive and with the advice of the Finance Committee, is empowered to present supplementary estimates, which upon adoption by General Council shall be a supplement to the budget. These conditions are: any substantial change in either revenue or expenditures occurring at any time and/or any substantial change in officers of the Union.

(c) General Council members shall receive a copy of all financial estimates and all supplementary estimates at least seven (7) days in advance of any General Council meeting where these estimates are to be voted upon.

3.06 Finance Committee

(a) There shall be a Finance Committee chaired by the Treasurer composed of one (1) member of the Management Committee or one (1) other member of the Executive appointed by the President and four members of General Council, elected by General Council, who are not members of the Executive and who represent each of the four divisions of the School of Graduate Studies, as well as designated members of the Finance Office who shall be ex-officio and non-voting.

(b) A quorum of the Finance Committee shall be three voting members, 2 of whom shall be drawn from the elected divisional GSU General Council representatives. Quorum shall not be achieved without the presence of one of the Treasurer or the President.

(c) The term of office for members of the Finance Committee shall be from May 1 to April 30.

(d) The duties of the Finance Committee shall be to prepare proposals on fiscal policy and financial estimates for the consideration of the Executive, to prepare the Special Grants allocation, to prepare the Conference Funding allocation, and to assist the Finance Office and Officers in their duties.

(e) A summary of decisions and recommendations shall be presented to the next meeting of the Executive.

3.07 Audit, Fiscal Year, Financial Disclosure

(a) Audit: There shall be an annual audit of the Union's accounts conducted by a firm of chartered accountants who shall be appointed by the general membership at the Annual Meeting of the Union. The annual audit shall be presented at the Annual Meeting.

(b) General Council shall have the right to demand an audit whenever it shall so decide. All audits shall be made public.

(c) Fiscal Year: The fiscal year of the Union shall be September 1 to August 31.

(d) Financial Disclosure:

1. Financial reports shall be prepared at least three (3) times per year for the Executive, the Finance Committee, and General Council. The Executive, Finance Committee and General Council reserve the right to request additional reports as required.

2. Notwithstanding the Emergency Fund:

(i) any single purchase, expenditure, or disbursement over \$3,000 contained but not specified within an approved budget category must be reported to General Council.

(ii) Any loans undertaken by the Union shall be approved by General Council.

(iii) In any given financial year, the Executive shall be allowed to overspend the house expenditures portion of the corporation budget by no more than 5% of the total budgeted house expenditures. All such expenditures shall be reported to General Council. General Council approval is required when the house expenditures portion is increased by more than 5%.

3.08 Banking

- (a) All funds shall be kept in Government of Canada bonds or in a chartered bank, trust company, or credit union and credited to the Graduate Students' Union, University of Toronto.
- (b) Funds in excess of immediate operating expenses shall be held in interest-bearing accounts, term deposits, bonds, or other financial instruments of this kind.
- (c) All disbursements from the Consolidated Union Fund in excess of three hundred dollars (\$300.00) shall be made by cheque.
- (d) The Union shall purchase through the Executive, except in exceptional circumstances. Supporting vouchers are required for the expenditure of Union funds. Subsidiary accounts shall follow the same procedure.

3.09 Signing Powers

- (a) Once each year General Council at a meeting after the annual election of officers and prior to May 1 shall vote signing powers to the five officers and designated members of the Finance Office of the Union. The banker of the Union shall be informed that this has been done and shall be given the names of persons so authorized to sign cheques on behalf of the Union.
- (b) Those persons authorized to sign cheques on behalf of the Union do so by virtue of, and for as long as they continue to hold, their office or positions of trust within the Union.
- (c) The amount of a cheque determines who is authorized to sign as follows:
 - (i) Cheques for amounts less than \$4,000 shall be signed by one Executive Officer and one member of the Finance Office. Under unusual circumstances such as cases involving payment deadline requirements, cheques for less than \$4,000 may be signed by any two members of the Finance Office.
 - (ii) Cheques for amounts greater than \$4,000 and less than \$20,000 shall be signed by one Executive Officer and one member of the Finance Office.
 - (iii) Cheques for amounts greater than \$20,000 shall only be signed by a member of the Finance Office and co-signed by the President or the Treasurer.
 - (iv) Cheques to the Receiver General of Canada or the Minister of Finance of Ontario for any amount may be signed by two members of the Finance Office or by a member of the Finance Office and an Executive Officer.
 - (v) In the event of a strike or lockout, all cheques may be signed by the President and one other signing officer.
- (d) If there is a change in Executive Officers or of the designated members of the Finance Office during the course of the year, the banker of the Union shall be informed of this change.

3.10 Honoraria

- (a) General Council shall determine the amount of honoraria to be paid to members of the Executive every year in the financial estimates or supplementary estimates. The Executive Officers' Honoraria shall be paid for the eight months of the winter session and distributed in 12 equal monthly installments. The Officers' Honoraria are paid at the following amounts as of September 2002: President: \$13,346.89, Vice-President (Internal): \$8,840.86; the Vice-President (External) \$7,307.11; Secretary: \$6,672.43, Treasurer: \$5,561.01.
The four (4) Executive-at-Large honoraria will be \$200.20 per month. All honoraria will increase by a percentage equal to the annual increase in the SGS II TA rate. In the years the GSU President receives a stipend from the School of Graduate Studies for being GSU President, that amount shall be deducted from her/his honorarium.

- (i) Following a 2/3 vote of the Executive, the Executive may redirect to any member of the Union an amount up to 100% of the monthly honorarium payable to a member of the Executive who is unable to, or does not, perform some or all of her/his duties for unacceptable reasons. Acceptable reasons for non-performance of duties shall include personal or family illness, family emergency, academic necessities, performance of other GSU duties or leave granted by the

Executive.

Any consideration of a motion to redirect honorarium will take place at least one week after written notice of intention to redirect is given by an executive member. In the event that the Executive decides to redirect honorarium, the Executive member affected will have his/her monthly honorarium reduced by the amount redirected to the person selected by the Executive selected by the Executive to perform these duties.

(ii) General Council retains the authority to reverse or modify an Executive action undertaken pursuant to 3.10 (a)(i).

(b) General Council shall determine, from time to time, any stipend or honorarium to be paid to any person who merits such a reward for service to the Union on an occasional basis. In such matters, General Council shall request and be guided by the advice of the Treasurer and Finance Committee.

(c) General Council shall determine the amount of the Chairperson's honorarium.

(d) Any person with a financial conflict of interest shall declare openly the existence and manner of it before being permitted to speak and shall not vote on the question to which it pertains before General Council. Such financial conflict of interest shall be deemed to be a personal conflict of interest within the meaning of By-law #11.

3.11 Course Union Grants

(a) Course Union grants are a percentage of the annual fee, [approximately twenty-five per cent] calculated according to the revised funding formula passed at General Council, September 27, 1984, with the exception of the Aerospace Graduate Students' Association, which receives between 35 and 40% of the fee, subject to the revised funding formula above.

(b) Course Union grants shall be based on the number of graduate students enrolled in a given graduate department, faculty, institute, school, or centre who are eligible for membership in the course union.

(c) Course Union grants are to be paid in two installments, the first based on 60% of the previous year's enrolment which shall be paid as soon as possible after the first Fall General Council Meeting (Article 4.3) and before the end of October. The second installment should be paid as soon as possible after the final enrolment figures are available from the University of Toronto (normally in March). Payment of the second installment will be based on attendance at 3/4 of the fall General Council meetings by the departmental representative(s) from the course union.

(d) A standard form for each course union to fill out information needed by the Union (Article 5) and to request course union grants will be provided to course union officers in early September. This form must be returned before a grant is made available.

(e) The cut-off date for course union grants will be the 15th of April. Course Unions applying after the 1st of January will get 50% of their grant.

(f) If necessary, and possible, first installments will be paid prior to the first Fall General Council Meeting to help course unions which did not exist in the previous year to get started or to assist course unions who have experienced large increases in enrolment.

3.12 Special Grants

(a) Each year General Council may set aside a certain amount of money for special grants to assist small course unions.

(b) A special grants allocation may be drawn up by the Finance Committee after the aggregate amount has been approved in the financial estimates each Fall.

(c) All applications for special grants shall be made on a standard form and mailed in October to small course unions. Financial information, as required to the satisfaction of the Finance Committee, must accompany each application.

(d) Priorities for special grants shall be determined by the Finance Committee and shall be reported at the time the Special Grants Allocation is presented to General Council.

(e) Distribution of special grants funds shall take place after General Council has approved the Special Grants Allocation.

3.13 Motions to Spend Money without Notice

Any Council motion which requires the expenditure of Union funds that are not expensed in a budget category and are greater than \$200, shall require one week's written notice or shall require that a motion to suspend this provision of the Policy for that purpose has been previously passed by two-thirds of General Council members then present.

3.14 Employee Contracts

All contracts with employees of the Union shall have the force of a By-law while in effect.

3.15 Budgets, Audits, Minutes, and Other Written Reports

The minutes of General Council meetings and of any committees or other bodies of the Union, all documents submitted or tabled before a General Council meeting, the budget, the audit the auditor's report and other financial records of the Union shall be available to any member of the Union for examination by appointment.

3.16 Other Groups

The Union shall have no financial obligation to any society or organization that has not been recognized by General Council. This does not prohibit General Council from giving special grants to worthwhile groups subject to rules laid down by General Council and incorporated into the By-laws or Policy Document.

3.17 BUDGET FORMAT GUIDELINES, BUDGET NARRATIVE AND FUND BUDGET GUIDELINES

3.17 (a) BUDGET FORMAT GUIDELINES

The Budget shall be divided into these categories: Revenue, External Levies, Expenses, Contracted Services, Special Items and final Surplus/Deficit. Line items within the categories may be altered at the Executive's discretion. The Budget shall include a column for the previous year's actual figures. A Contingency line item shall be included in every annual budget.

Revenue - Includes but is not limited to Fees, Book Sales and Interest.

External Levies - Includes all monies collected on behalf of external organizations.

Expenses

- 1) Grants and Fees
- 2) Union Expenses
- 3) House Expenses

Contracted Services

Special Items - may include non-cash items such as write-off of loans receivable.

3.17 (b) EXPLANATORY NARRATIVE OF BUDGET

The Budget Narrative shall be attached to the Budget and shall include a detailed description of the Budget line items and their contents. This shall include:

(i) **Revenue:** Fees shall include a break-down of the GSU fee. Other sources of revenue shall be described.

(ii) **External Levies :** Shall include a listing of fees collected by the GSU on behalf of the Canadian Federation of Students, Ontario Public Interest Research Group, the Women's Centre, Downtown Legal Services and any other organization that may be added.

(iii) **Expenses :** There are three sub-headings. They are:

- Grants and Fees shall include a description of the Departmental head grants, special grants and the Graduate Supplementary Health Insurance Plan.
- Union Expenses will be divided into Executive Honoraria, Staff Wages and Benefits. Benefits will itemize all benefits paid to or on behalf of staff or executive members, including but not limited to CPP, EI and WSIB premiums, parking and TTC costs, pension or RRSP costs and the employee health plan.
- House Expenses shall include but is not limited to Office, Council and Executive Expense, Audit and Legal Expense, Contingency, Campaigns and Graduate Supplemental Health Insurance Plan Administration and any budget allocations which may be required to maintain the Building Fund, Emergency Fund and any other funds at desired levels.

(iv) **Contracted Services** - this item shall summarize costs of operating and maintaining the GSU Pub and Sylvester's Café, which shall be detailed in a separate budget.

(v) **Special Items** - may include non-cash items such as write-down of loans receivable, or other non-standard items.

(vi) **Final Surplus/Deficit** - an explanation of any surplus or deficit shall be given.

(vii) **Funds Budget** - a description of the attached Funds budget shall be included.

3.17(c) FUND BUDGET FORMAT GUIDELINES

A Fund budget shall be included with the operating budget.

The Building Fund budget report will consist of 2 main parts:

A) an itemized budget showing proposed expenditures from the Fund. Expenditures for the Contracted Services and the Union will be itemized separately.

B) a Statement of Surplus or Deficit, which will include the following items (both actual numbers for the year ended, and proposed numbers for the Budget year):

- i) beginning balance of the fund
- ii) any transfers into or out of the fund during the year
- iii) fund expenditures during the year
- iv) closing balance of the fund

The Major Projects Fund budget report will include a Statement of Surplus or Deficit, which will include the following items (both actual numbers for the year ended, and proposed numbers for the Budget year):

- i) beginning balance of the fund
- ii) any transfers into or out of the fund during the year
- iii) fund expenditures during the year
- iv) closing balance of the fund

The Emergency Fund will include a Statement of Surplus or Deficit, which will include the following items (both actual numbers for the year ended, and proposed numbers for the Budget year):

- i) beginning balance of the fund
- ii) any transfers into or out of the fund during the year
- iii) fund expenditures during the year
- iv) closing balance of the fund

The Director's Liability Fund will include a Statement of Surplus or Deficit, which will include the following items (both actual numbers for the year ended, and proposed numbers for the Budget year):

- i) beginning balance of the fund
- ii) any transfers into or out of the fund during the year
- iii) fund expenditures during the year
- iv) closing balance of the fund

POLICY #4 Amendment of Policies

(a) The Representatives may, by resolution passed by 2/3 majority vote of the Representatives or their designated alternatives present and voting at a meeting of the General Council, make, amend, or repeal any policies not contrary to law, the Act or Letters Patent that regulate the affairs of the Corporation.

(b) Notice of Amendments

(i) Where it is intended to pass or amend a policy at a meeting of the General Council, written notice of any proposed amendment of the policy shall be prepared and copies distributed to all General Council representatives at least two (2) weeks in advance of such a meeting.

(ii) Where the notice of intention by Policy 4.(b)(i) is not provided, any proposed policy or amendments to the policy may nevertheless be moved at the meeting and discussion and voting thereon adjourned to the next meeting, for which no notice of intention need be given.

(iii) Notices of motion to amend the Policy Document shall first be presented to the Executive who will report its recommendation to the General Council in a timely fashion. General Council may choose to form an ad hoc Policy Document Committee to deal with the proposed amendment at that time.

(iv) Notice of a meeting of the General Council called to consider such a resolution shall, in addition to the other requirements imposed by the GSU by-laws contain the full text of the proposed policy, or amendment.

(c) A policy or an amendment to a policy passed by the General Council has full force and effect:

(i) from the time the motion was passed, or

(ii) from such future time as may be specified in the motion.

Policy #99.01 GSU/OISE Memorandum of Agreement

Memorandum of Agreement between The Graduate Students' Union and Ontario Institute for Studies in Education - Graduate Student Association

- (a)** OISE GSA shall become an affiliated organization under GSU By-law #9.
- (b)** OISE GSA shall be entitled to four representatives on General Council.
- (c)** An affiliated organization grant shall be paid to OISE GSA which shall be subject to the revised funding formula, and shall be between sixty (60) and sixty-five (65) percent. Subsection B through F of Section 12, GSU By-law #19 shall continue to apply to OISE GSA substituting "affiliated organization" in place of "course union".
- (d)** All regulations, procedures, by-laws and constitutional provisions which apply to graduate societies, clubs, organizations, and course unions shall continue to apply to OISE GSA except as noted above.

Policy #99.02 SCAGS/AGSAE Memorandum of Agreement

Memorandum of Agreement between The Graduate Students' Union and

- 1) Scarborough College Association of Graduate Students (SCAGS)
- and
- 2) The Association of Graduate Students at Erindale (AGSAE)

- (a)** SCAGS and the AGSAE shall become affiliated organizations under GSU By-law #9.
- (b)** SCAGS and AGSAE shall be entitled to one representative each on General Council.
- (c)** An affiliated organization grant shall be paid to SCAGS and the AGSAE which shall be subject to the revised funding formula, and shall be between thirty-five (35) and forty (40) percent of the Union levy. Subsection B through F of Section 12, GSU By-law #19 shall continue to apply to SCAGS and the AGSAE substituting "affiliated organization" in place of "course union".
- (d)** All regulations, procedures, by-laws and constitutional provisions which apply to graduate societies, clubs, organizations, and course unions shall continue to apply to SCAGS and the AGSAE except as noted above.

Policy #99.03 Memorandum of Agreement between the GSU and OPIRG-TO

This Agreement is made between the **Ontario Public Interest Research Group (Toronto) Inc.** ("OPIRG-TO") and the **Graduate Students' Union** ("the GSU").

In consideration of the services rendered by OPIRG-TO to its graduate student membership at the U of T, it is agreed as follows:

1. STATEMENT OF PRINCIPLES

OPIRG recognizes and protects the rights of all OPIRG members, staff, volunteers and visitors to work in an environment that is safe and free from discrimination and any harassment based on race, gender, sexual orientation, gender orientation, age, ability, culture, religion or class. OPIRG will provide opportunities for people to develop the abilities and attitudes which will contribute to maintaining this environment, and volunteers are expected to make use of these opportunities wherever possible. The Board of Directors has made a commitment to challenging all forms of oppression within and outside of this organization; with a focus on white privilege.

2. MEMBERSHIP

All full-time and part-time graduate students registered at the University of Toronto School of Graduate Studies ("SGS") having paid the OPIRG-TO Fee shall be members of OPIRG-TO.

3. FEES

3.1 The OPIRG-TO Fee is \$5.00 per full-time graduate student, and \$2.50 per part-time graduate student.

3.2 The University of Toronto, on behalf of the GSU, will collect the OPIRG membership fee annually from each graduate student enrolled at the University of Toronto. To satisfy the University's Policy for Compulsory Non-Academic Incidental Fees, the OPIRG-TO Fee will be designated as part of the GSU's membership fees. The OPIRG-TO Fee shall be designated for the use of OPIRG-TO under the terms and conditions of this agreement.

3.3 The GSU will remit the OPIRG-TO fee in two installments; the first will be 60% of a theoretical total based on SGS February final enrolment figures from the previous year; the second installment will be based on the SGS February final enrolment figures from the current year and will be the balance owing. The installments shall be paid to OPIRG-TO no later than 30 days after funds and enrollment numbers have been received by the GSU, unless some other portion of this agreement has not been fulfilled. In that case, the GSU must withhold funds under the University Incidental Fee Policy, until the issue is resolved to the mutual satisfaction of both parties and under the University Incidental Fee Policy (as in section 8.2).

4. REFUNDS

4.1 OPIRG-TO agrees to refund the OPIRG-TO Fee to any graduate student member who chooses not to remain a member of OPIRG-TO. A full refund will be made on request upon submission of proof of enrolment as a graduate student, as outlined below.

4.2 OPIRG-TO agrees to provide refunds to students within fifteen (15) days of their registration, and in the following manner:

(a) Refunds will be made available during the fifteen (15) business days following Labour Day, as outlined in section 4.3. No appointment is necessary during this period.

(b) At other times, a student who wishes to collect a refund may make an appointment to visit the OPIRG-TO office and will be granted a refund.

4.3 During the fifteen (15) business day period following Labour Day, OPIRGTO agrees to distribute refunds at a central and reasonably prominent location on St. George campus for at least four (4) consecutive business days and at UTSC and UTM campuses for at least one (1) business day at each campus. Business days shall be understood to include at least two hours after 5:00 pm. The availability and exact location of such refunds will be advertised in *The Varsity* or a campus newspaper of comparable circulation.

5. FINANCIAL REPORTING AND ACCOUNTABILITY

5.1 This agreement requires GSU to serve as an intermediary between the University and OPIRG-TO in connection with the collection and remittance of OPIRG-TO fees for graduate students. Therefore, the GSU has a direct and vital interest in ensuring that OPIRG-TO operates in a fiscally responsible manner. Accordingly, OPIRG-TO agrees to be bound by the University Incidental Fee Policy in connection with accounting and financial procedures in a manner consistent with the Handbook for Student Societies at the University of Toronto.

5.2 Annually and without limitation, OPIRG-TO agrees to provide the GSU with the following:

- (a) Annual budget approved by the Board of Directors of OPIRG-TO, setting out in detail a statement of expected revenues and expenditures for the forthcoming fiscal year;
- (b) Quarterly unaudited financial statements including balance sheet and income statement;
- (c) Audited annual financial statement prepared by a qualified chartered accountant.

6. OPERATIONAL MATTERS

6.1 OPIRG-TO agrees to operate in an open, accessible and democratic (consensus-based) fashion and to hold well-advertised public annual general meetings of its members. OPIRG-TO agrees that so long as this agreement shall remain in effect, it shall ensure that its by-laws and other organizational documents will provide for the following continuing arrangement:

(a) A majority of the seats on the OPIRG-TO Board of Directors will be designated for to be filled by graduate students. Should no members of the GSU wish to stand for election to the OPIRG-TO Board of Directors in a given year, those seats shall then be open to other members of OPIRG-TO.

6.2 A representative of the OPIRG-TO Board of Directors, or an OPIRG-TO volunteer or staff member will present a report regarding OPIRG-TO activities at a meeting of the GSU Council once per term, for a total of at least two per year.

6.3 OPIRG-TO agrees that on request, GSU may have access to minutes of all meetings of the OPIRG-TO Board of Directors.

6.4 OPIRG-TO agrees to publish at least two (2) newsletters annually and to make a reasonable number of copies available to the GSU for distribution at the GSU office.

7. DURATION AND TERMINATION

7.1 This agreement will take effect after May 20, 2004 and will remain in effect until amended, terminated, or superseded in one or more of the following ways:

7.2 Either party (the "Non-Defaulting Party") may terminate this agreement at any time by written notice given to the other (the "Defaulting Party"), upon the occurrence in relation to the Defaulting Party of and of the following events or actions:

- (a) if the Defaulting Party makes an assignment in bankruptcy for the benefit of its creditors or is petitioned into bankruptcy or if the Defaulting Party has a trustee, receiver and/or receiver/manager appointed for all or a substantial portion of its property, assets and business or if any other type of insolvency proceeding is commenced by or against it under applicable bankruptcy or insolvency legislation;
- (b) if the Defaulting Party has instituted, whether by or against it, any proceedings for its dissolution or liquidation or the winding-up of its affairs;
- (c) if the Defaulting Party fails:
 - (i) to remedy default of any material term of this agreement within fifteen (15) days of receipt of written notice given to the Defaulting Party specifying reasonable detail the particulars of such alleged default, or
 - (ii) in the case of a default of any material term of this agreement which, by virtue of its nature, is not reasonably capable of being remedied within a fifteen (15) day period, if the Defaulting Party fails to commence and diligently, without interruption, take all necessary action required to remedy such default as quickly as possible in the circumstance.

7.3 This agreement may be terminated by mutual written agreement of both contracting parties.

7.4 In addition to any other right of termination, the GSU will be entitled to terminate this agreement by giving written notice to OPIRG-TO in the event that:

- (a) termination is authorized by the majority of the votes cast in a referendum conducted in accordance with the GSU's by-laws, or
- (b) more than 50% of the members of the GSU eligible for membership in OPIRG-TO request a refund of the OPIRG-TO Fee Component in any year.

7.5 In the event of termination of this agreement, the GSU will be relieved and released from any liability to OPIRG-TO to pay over to it any portion of the OPIRG-TO Fee Component for the current year not yet paid to the GSU by the University.

8. General

8.1 OPIRG-TO agrees that the terms and conditions imposed by the University on the OPIRG-TO Fee are binding on OPIRG-TO. GSU shall not be liable to OPIRG-TO if the University does not collect or remit amounts on account for the OPIRG-TO Fee Component for any reason. GSU shall not be liable to OPIRG-TO for interest accrued on any amounts collected by the University prior to remittance of the OPIRG-TO Fee Component. OPIRG-TO agrees that the terms and conditions of the collection and remittance of the OPIRG-TO Fee

Component shall be the same as those which govern the collection and remittance of GSU membership fees, unless otherwise required by the University. GSU agrees that it shall not impose any obligations or charges, other than as specified in this agreement, or by the University, on the OPIRG-TO Fee Component.

8.2 If any issue, dispute, question or difference shall arise between the parties concerning the meaning of effect of this agreement, the parties are to find a mutually agreed upon mediator to examine the dispute and aid in settling it through a mediated discussion between both parties. If this mediation is deemed unsatisfactory by either one of the parties, they may refer the matter to the Vice-President and Provost of the University or his/her designate (the "Vice-President"). If the Vice-President shall accept such referral, the Vice-President shall proceed to make such inquiries, examinations and conduct such hearing (if any) as the Vice-President considers necessary or desirable to reach an informed decision regarding the matter in dispute. The decision of the Vice-President shall, in the absence of clerical error, be final and binding upon the parties and each of the parties agrees not to appeal or otherwise seek judicial review or other legal recourse in connection with such matter so decided. If the Vice-President does not accept such referral, a person mutually agreeable to both GSU and OPIRG-TO shall be appointed to fulfill the role of the Vice-President contemplated in this article.

8.3 The GSU acknowledges that OPIRG-TO is an independent organization, with full control over matters of its policy, finance and staffing.

8.4 This agreement shall not be assignable by either party without the prior written consent of the other. No waiver of any breach shall affect or alter this agreement. If any term is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this agreement.

IN WITNESS WHEREOF this agreement has been duly executed by the parties
this _____ day of _____, 2004.

SIGNED, SEALED AND DELIVERED in the presence of

GRADUATE STUDENTS' UNION OF THE UNIVERSITY OF TORONTO

ONTARIO PUBLIC INTEREST RESEARCH GROUP (TORONTO) INC.

Policy #99.04: Memorandum of Agreement between the GSU and Downtown Legal Services (DLS)

99.04.1 Fees

In consideration of the legal services to be rendered by DLS to members of the GSU it is agreed that GSU will endeavour to establish and maintain an agreement with the University of Toronto which obliges the University to collect an annual fee of \$2.00 per full time equivalent graduate student at the University of Toronto, in order to support the operation of DLS.

99.04.1.2 The GSU will attempt to forward all the the fees collected under the above provision to DLS within ten days of receiving the installments of these fees from the University. Payment to DLS will be in the form of a cheque calculated in proportion to the percentage of the total fees being forwarded by the University to the GSU, normally 60% in the late fall and the balance in March, the first payment being based on the previous year's enrolment, and the second cheque being adjusted to the current year's enrolment. These enrolment figures are provided by SGS.

99.04.1.3 DLS will ensure that any U of T graduate student who chooses not to support DLS will receive upon request at the office of DLS a refund of 1/2 of the DLS fee they paid, within 60 days of registering.

99.04.1.4 It is further agreed that in order to ensure financial accountability DLS agrees to provide GSU with a copy of the DLS budget, quarterly financial statement, and an audited financial statement each year.

99.04.1.5 Any request for an increase in the DLS fee must go to a referendum of the graduate students, as per the GSU Constitution.

99.04.2 Services

DLS shall provide the following free services to graduate students: some minor criminal matters, some highway traffic offenses, landlord and tenant matters, small claims matters, academic appeals and offenses, employment issues, social assistance appeals, human rights complaints, notarisations, and affidavits, including OSAP affidavits.

99.04.2.2 DLS shall provide a brief annual report for the previous academic year by November 1, waived in the month of November, 1994. This will include a list of any changes in services over the past or upcoming year, and statistics on the number of graduate students and whether they were given summary advice or were provided with representation . The report shall include information on times when services were not available to graduate students and the reasons why (ie due to caseload limits), and if referrals were made to free legal services available elsewhere during these periods.

99.04.2.3 DLS shall provide to GSU copies of an advertisement by July 22 of each year, which shall include a list of DLS services for graduate students, hours of operation, and a description of the refund policy. The GSU will include these advertisements in their GSU Information Package. If the advertisements are not available by that date DLS will be responsible for putting the advertisements into the GSU Information Packages by August 10.

99.04.2.4 DLS shall send a representative to one of the Fall GSU Council meetings to make a presentation on the services provided to graduate students by DLS, and answer questions.

99.04.3 Termination of Agreement

This agreement shall commence September 1, 1994, and remain in effect until amended, terminated, or superceded in one or more of the following ways:

- 3.1 by violation of the terms of this agreement;
- 3.2 by mutual written agreement of the contracting parties;
- 3.3 by a referendum conducted by the GSU.

99.04.4 Independence

It is acknowledged that DLS is an independent organization, with full control over matters of policy, finance and staffing.

Approved by GSU Council in December 1994

Policy #99.05 COSS Protocol

Memorandum of Agreement Between The University of Toronto, The Students' Administrative Council, The Graduate Students' Union and The Association of Part-time Undergraduate Students for a Long-Term Protocol on the Increase or Introduction of Compulsory Non-tuition Related Fees

October 24, 1996

To request an official copy of this policy, contact:

The Office of the Governing Council Room 106, Simcoe Hall
27 King's College Circle University of Toronto
Toronto, Ontario M5S 1A1
Phone: 416-978-6576
Fax: 416-978-8182
E-mail: governing.council@utoronto.ca

Please consult the Governing Council website for the
appendices; <http://www.utoronto.ca/govcncl/>

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The Appendices will be posted on the GSU website for information purposes:

Appendix A Constitution of the Council on Student Services

- 1. Purpose:
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Appendix B University of Toronto Ancillary Fees Covered by the Ancillary Fees Protocol with a list of Exempt Fees

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Appendix D Referenda for Increases in Compulsory Non-Academic Incidental Fees Covered by the Ancillary Fee Protocol

Appendix E Calculation of Indexed Fees

A. Preamble

1. The Ministry of Education and Training's *Compulsory Ancillary Fee Policy Guidelines* require that, in order for certain specified non-tuition-related compulsory ancillary fees to be introduced or in order for any such fee to be increased by the University of Toronto, there be in place a long-term protocol, setting out the means by which students will be involved in decisions to increase compulsory non-tuition-related fees or to introduce new ones, agreed to by the administration of the University of Toronto and certain student government representatives, and approved by the Governing Council of the University of Toronto
2. The representatives of the Association of Part-time Undergraduate Students, the Graduate Students' Union and the Students' Administrative Council, who constitute the student government representatives for students at the University of Toronto identified in the *Compulsory Ancillary Fee Policy Guidelines*, and the administration of the University of Toronto have agreed to the following provisions, which collectively comprise the Long-Term Protocol for the University of Toronto as required by the *Compulsory Ancillary Fee Policy Guidelines*.

B. Application

1. This Protocol applies to the University of Toronto ancillary fees listed in Appendix B of this Agreement, except those that are described as exempt. Fees described as "exempt" in Appendix B are covered by the University's Policy on Ancillary Fees but are exempt from the Protocol.
2. The parties acknowledge that the University of Toronto has no jurisdiction over ancillary fees charged by institutions federated and affiliated with it, receives no revenue from such fees, and has no authority over the services provided by such fees. The University of Toronto undertakes that, at the next opportunity for negotiating the Memoranda of Agreement with federated and affiliated institutions, it shall seek compliance with the MET *Compulsory Ancillary Fee Policy Guidelines* as a condition of federation or affiliation. The parties acknowledge that the University of Toronto will not compel such compliance as a condition of federation or affiliation and cannot enforce such compliance.
3. The parties further acknowledge that all decisions relating to services offered by the University of Toronto and fees charged by the University of Toronto remain within the jurisdiction of the Governing Council of the University of Toronto. The authority of the Governing Council to approve changes in services, including their establishment or discontinuation, which do not increase or create fees covered by the Protocol, shall not be limited by this Memorandum of Agreement.

C. Term of the Protocol

This Agreement shall be in effect without term, unless the Governing Council of the University of Toronto, or the Students' Administrative Council and at least one of the Association of Part-time Undergraduate Students or the Graduate Students' Union, shall give notice of termination of the agreement to all other parties at least one year in advance.

D. The Council on Student Services

1. The parties agree that there will be a body at the University of Toronto, to be known as "the Council on Student Services." The "Constitution of the Council on Student Services", appended as Appendix A, may be amended from time to time by the Governing Council of the University of Toronto, except that amendments shall require the approval of the Students' Administrative Council and at least one of the Association of Part-time Undergraduate Students or the Graduate Students' Union.
2. In order to provide for the services offered by colleges or faculties, the councils of colleges or faculties, including the Councils of Erindale College and Scarborough College, may create bodies within those colleges or faculties, corresponding to the Council on Student Services, whose terms of reference are approved by the student society or societies of the students registered in that college or faculty.

E. The Means by Which Students Will Be Involved in Decisions to Increase Compulsory Non-Tuition-Related Fees or to Introduce New Ones

1. Each year the Assistant Vice-President Student Affairs, in consultation with the Directors of the Student Service divisions, the Director of the Department of Athletics and Recreation and the Warden of Hart House, will review and where necessary realign the existing budgets among the Student Services and within DAR and Hart House, subject to any required approval within the Department of Athletics and Recreation or Hart House. This will not imply or cause an increase in overall levels of expense funded by the fees covered by the Protocol, but may result in the reallocation of available resources in response to changing service demands. The service implications of such reallocations will be submitted both to the Council on Student Services and to the Governing Council in the annual operating plans for student service divisions. The reallocation may not, without appropriate approval, result in the creation of a new service or the discontinuation of an existing service.

2. All proposals for the increase, decrease, introduction or elimination of a fee covered by this Protocol shall first be considered by the Council on Student Services, whose advice on the proposed change shall be conveyed to the Governing Council. Where the council of a college or faculty has created a body as described in section D above, that body shall provide such advice to the Governing Council with respect to fees covered by this Protocol that apply only to the students of that college or faculty.

3 (a) For the purposes of this Protocol, fee changes shall be classified as follows:

(i) increases in existing fees by a percentage equal to the Consumer Price Index as described in the University of Toronto's *Long-range Budget Projection Assumptions and Strategies* (hereinafter referred to as "CPI increases");

(ii) increases in existing fees equal to the amount of the Indexed Fee determined by the procedures described in "Method for Calculation of an Index for Fees Covered by the Ancillary Fees Protocol" (Appendix C (hereinafter referred to as "UTI increases")); and

(iii) all other fee increases or new fees.

3 (b) The Council on Student Services will receive and review the financial data and assumptions which lead to the calculation of UTI increases. The same information will also be made available to the Governing Council. The compensation of individual members of the staff will not be disclosed to the Council on Student Services or to the Governing Council.

3 (c) Notwithstanding the advice of the Council on Student Services (or the corresponding body of a college or faculty), the Governing Council may approve permanent increases in existing fees by a percentage less than or equal to the lesser of the UTI increase or the CPI increase.

4 (a) The Governing Council may, notwithstanding the advice of the Council on Student Services (or the corresponding body of a college or faculty), approve an increase in existing fees not greater than the greater of the UTI increase or the CPI increase.

4 (b) Such an increase, as described in section 4(a), will be a temporary increase for a period of up to three years. If a temporary increase is not subsequently made permanent as described in section 5 or as otherwise provided, it shall lapse at the end of the said period.

5. The approval by the Governing Council of any increases of existing fees covered by the Protocol, other than those approved as provided in sections 3 and 4, and of all new fees covered by the Protocol, shall require the consent either of (i) the majority of student members of Council on Student Services present at the meeting at which approval of such a fee increase is to be considered or (ii) the majority of students voting in a referendum as described in "Referenda for Increases in Compulsory Non-Academic Incidental Fees Covered by the Ancillary Fee Protocol" (Appendix D).

6. The recommendations of the Council on Student Services on Operating Plans and changes in fees will be conveyed to the appropriate body within Governing Council by the appropriate administrative assessors. Where the advice of the administrative assessors differs from the advice given by the Council on Student Services with respect to Operating Plans or fees increases, such advice will be forwarded to the chair of

the Council on Student Services in sufficient time to allow representation to be made by the Council on Student Services to the appropriate body within Governing Council.

F. Seeking of Ratification

Each of the parties to this agreement undertakes to recommend to its governing body that this Protocol be approved, without amendment or alteration.

Signed this thirtieth day of July, 1996.

(signed)
President University of Toronto

(signed)
President Association of Part-time Undergraduate Students

(signed)
President Graduate Students' Union

(signed)
President Students' Administrative Council

Approved by the Board of Directors of the Students' Administrative Council, September 16, 1996.

Approved by the Board of Directors of the Association of Part-time Undergraduate Students, September 22, 1996.

Approved by the Council of the Graduate Students' Union, October 2, 1996.

Approved by the Governing Council of the University of Toronto, October 24, 1996.

GSU/Women's Centre Memorandum of Agreement

This Agreement is made between The Women's Centre at U of T and the Graduate Students' Union.

The Women's Centre's Organizational Structure

The Women's Centre has chosen to use a collective model of operating and decision-making. The Collective is composed of women and trans people at the U of T campus and in the community who are actively involved in the Centre and agree to guide the direction of the Centre's services and mandate. The Collective exercises consensus decision-making. The Women's Centre has chosen the models of the collective and consensus decision-making because they permit inclusivity and co-operation rather than traditional patriarchal models, which are hierarchal, competitive, and silencing. Collective and consensus models encourage ideas, discussion, and creativity, as well as empower traditionally marginalized groups to have their voices heard.

In consideration of the mutual covenants set out below, it is agreed as follows:

A. Women's Centre Collective

- (i) The Women's Centre Collective is open to graduate students and graduate students are strongly encouraged to become Collective members and active participants of the Centre.
- (ii) The Women's Centre agrees that on request the GSU may have access to the minutes of all Collective Meetings as well as The Women's Centre Annual Report.
- (iii) A Women's Centre Collective member or staff will present a summary report regarding The Women's Centre's activities at one GSU Council meeting per term (2 per year).
- (iv) The Women's Centre may ask to reschedule their attendance at a Council meeting. The GSU Executive may pass a motion to reschedule the Women's Centre attendance at a meeting. This motion will be reported to Council at the next council meeting.
- (v) The Women's Centre will hold well-advertised regular Collective meetings that are open for all members to attend.

B. Fees

- (i) In consideration of the successful results of a GSU referendum held in March, 1998, asking all graduate students if they would like to provide a levy to the Women's Centre, it is agreed that the GSU will establish and maintain a contract with the University of Toronto that obliges the University to collect an annual fee of \$1.00 per full-time graduate student and \$.50 per part-time graduate student at the University of Toronto.
- (ii) It is further agreed that the GSU will forward the fees collected for the Women's Centre within ten days of receiving the installments of these fees from the University upon presentation by The Women's Centre of their audited financial statement (see Section C below). Payment to The Women's Centre will be in two installments; the first will be 60% of a theoretical total based on SGS February final enrolment figures from the previous year; the second will be based on the SGS February final enrolment figures from the current year and will be the balance owing.

(iii) Refund Policy

For any graduate student who requests a refund, the Women Centre agrees to refund such requests upon the submission of proof of enrolment as a graduate student at The University of Toronto, as outlined below:

For any graduate student who requests a refund, the Women Centre agrees to refund such requests upon the submission of proof of enrolment as a graduate student at The University of Toronto, as outlined below:

- (i) The Women's Centre agrees to distribute refunds at the Women's Centre during office hours for the month of September.
- (ii) This refund process will be well advertised throughout the university.

C. Financial Accountability

Both The Women’s Centre and the GSU acknowledge that The Women’s Centre is and will remain fully independent from the GSU. Nevertheless, because this agreement requires the GSU to serve as an intermediary between the University and The Women’s Centre in connection with the collection and remittance of The Women’s Centre’s fees for graduate students, the GSU has a direct and vital interest in ensuring that The Women’s Centre operates in a fiscally responsible manner. Accordingly, The Women’s Centre agrees to be bound by the University of Toronto Incidental Fee Policy in connection with accounting and financial procedures in a manner consistent with the Handbook for Student Societies at the University of Toronto.

Annually and without limitation, The Women’s Centre agrees to provide the GSU with the following:

- i) an annual budget approved by The Women’s Centre Collective, setting out in detail a statement of expected revenues and expenditures for the forthcoming fiscal year;
- ii) financial statements;
- iii) an audited annual financial statement prepared by a qualified chartered accountant;
- (iv) notification of names of signing officers and any changes that may occur during the year.

D. Duration

This agreement will take effect after the date of the commencement of the 2003 summer academic session at the University and will remain in effect until amended or terminated, in accordance with the following:

- By violation of the terms of the agreement, or
- By mutual written agreement of the Contracting parties, or
- By a majority vote cast in referendum conducted by the GSU, or
- By a request for a refund by more than 50% of the members of the GSU eligible for membership in The Women’s Centre in any year

It is agreed that in the event that the Women’s Centre is in violation of one or more terms of this agreement, the GSU Council may pass a motion to continue in effect The Women’s Centre-GSU Memorandum of Agreement. If the Council deems it appropriate, the GSU Executive may enter into a review process of the memorandum with The Women’s Centre.

It is agreed that in the event that GSU is in violation of one or more terms of this agreement, The Women’s Centre Collective may pass a motion to continue in effect The Women’s Centre-GSU Memorandum of Agreement. If the Collective deems it appropriate, the Collective may enter into a review process of the memorandum with the GSU.

IN WITNESS WHEREOF this agreement has been duly executed by the parties this ___ day of ____, 2004
SIGNED, SEALED AND DELIVERED in the presence of

GRADUATE STUDENTS’ UNION OF THE UNIVERSITY OF TORONTO

Per

Per

THE WOMEN’S CENTRE AT THE UNIVERSITY OF TORONTO

Per

Per

Policy #99.06 (a) U of T Women's Centre Vision Statement

The Women's Centre envisions itself as a safe and inclusive community space on the University of Toronto campus free of violence in all its forms, material and non-material (including physical, verbal, emotional, sexual, economic and spiritual), promoting progressive personal and community growth, accessible support and alternative information, based on an anti-oppression philosophy and framework that includes, but is not limited to, addressing issues patriarchy, colonialism, racism, classism, ableism, homophobia and transphobia.

Through coalition building and alliances, the Women's Centre strives to be a strong advocacy and support organization that works towards empowering peoples in our own self-determination and to be recognized as such by its peers and community.

Mandate

The Women's Centre exists as a drop-in space for University of Toronto students and community members to hang out, meet, learn, and share experiences in a safe anti-oppressive and communal environment.

The Women's Centre is committed to offering access to food security, alternative media, peer support and referrals in a women-centred, family-friendly space.

The Women's Centre is committed to facilitating individual and collective creativity, self-expression and empowerment by supporting local artists, conducting workshops and seminars, and providing space for community meetings.

The Women's Centre is committed to working collaboratively with other social justice organizations on and off campus and providing avenues for individual and collective activism by taking a leadership role in campus organizing and community building.

The Women Centre is committed to decolonization and supporting marginal voices, in particular, those that have been left out of mainstream political mobilizing. The Women's Centre works to dismantle oppressive privileges and inequitable power structures.

The Women's Centre is governed by a feminist collective that operates through consensus decision-making and is volunteer-driven.

The Women's Centre is funded by University of Toronto students, and as such enjoys access to university resources such as rent-free space, free campus mail and meeting rooms, etc. Due to this valuable relationship to University of Toronto students, the Women's Centre will focus its work and services on issues affecting women and self-identified women students at the University of Toronto.

**Appendix to the GSU/Women's Centre Memorandum of Agreement
Collective Composition and Membership**

SHOULD ANY OF THIS INFORMATION CHANGE, IT IS THE WOMEN CENTRE'S RESPONSIBILITY TO ADVISE THE GRADUATE STUDENTS' UNION WITHIN FOUR WEEKS OF THE CHANGES.

The Collective is the body that governs all aspects of The Women's Centre (including staffing, staff policy, policy development, programming, services, and various other initiatives of The Women's Centre). It is responsible for the smooth running of The Women's Centre, similar to a Board of Directors. However, rather than employing a hierarchical decision making model, The Collective uses a consensus decision-making model. This means that each member of The Collective has equal decision-making power. When decisions are made, a consensus among Collective members is required. While not everyone has to agree completely with the content of the decision, each member must agree that they can accept the decision before it is accepted by The Collective. While The Collective does not use a voting system, lively debate and thoughtful commentary are encouraged from each member in order to develop creative solutions. Please see The Women's Centre's policy on Collective Meeting Procedures for more information on how meetings are conducted and consensus decision-making.

The Collective is comprised of volunteers and is supported by two staff Co-co-ordinators. Decisions in The Collective require a quorum of 51% Collective members present. The Collective consists of a maximum of 12 members, each of whom take responsibility for a collective portfolio.

The Collective is not an elected body; however, individuals need to go through a formal self-nominating process and seek the support of at least 3 students at U of T, 2 of whom are not Collective members. Women who are interested in joining The Collective must attend two consecutive meetings before they may apply to join. To apply, potential members must complete The Collective Member Registration Form and write a Statement of Intent. These forms are then brought to The Collective who review them and accept new members based on a candidate's commitment to The Women Centre's Vision and Mandate, programs and services, and their positive energy and new initiative and ideas.

Collective Member Responsibilities:

1. To be formally committed to The Women's Centre for at least one year.
2. Attend and participate in bi-weekly Collective meetings.
Absence from 3 consecutive Collective meetings or a cumulative 5 absences during a member's one year term without sending regrets will be understood as resignation from The Collective.
3. Attend and participate in mandatory orientation training as well as other training sessions that will arise periodically.
4. Volunteer a minimum of 3 hours per week at The Women's Centre.
While volunteer responsibilities are flexible and may occur outside of The Women's Centre or be focused around particular events, collective member volunteer time should average 3 hours per week for the duration of their one-year term.
5. Uphold the policies of The Women's Centre and commit to working from a feminist and anti-oppressive framework.
6. Take responsibility for one of the Portfolios listed below (Maximum 2 leaders in each area):

Collective Meeting Administrator

Drafts agenda for Collective Meetings, types and e-mails minutes of meetings to members, makes copies of all documentation to be presented at meetings, collects regrets, and plans food for meetings.

Dr. Chun Resource Centre Liaison

Liaises with work-study and HRDC students working in the library, liaises with OPIRG around the library, manages the library budget, and reports library matters to The Collective.

Event Planning Facilitator

Assists individuals and groups affiliated with The Women's Centre plan events, assists in the planning and facilitation of events held by The Women's Centre. May include such task as: planning, booking space, calling caterers etc.

Finance Committee Facilitator

Facilitates all finance committee meetings, types and emails committee meeting minutes to committee members, collects regrets, presents committee reports to The Collective.

Fundraising

Plans fundraising events for The Women's Centre at large and various programs run through The Women's Centre; researches possible grant money Centre may apply for; assists in writing grant proposals; member of the Finance committee.

Media and Communications

Media spokesperson; writes media releases and promotional material including pamphlets, posters and newspaper/magazine articles.

Programming Committee Facilitator

Facilitates all programming committee meetings, types and emails committee meeting minutes to committee members, collects regrets, presents committee reports to Collective. May work in conjunction with Programming Liaison.

Programming Liaison

Liaises with work-study and HRDC students working on various programming initiatives including The Spice, the Kitchen Cupboard and Peer Support; reports back to The Collective on these initiatives; member of the Programming committee. May work in conjunction with Committee Facilitator.

Policy Committee Facilitator

Facilitates all policy committee meetings, types and emails committee meeting minutes to committee members, collects regrets, presents committee reports to The Collective.

Staff Liaison/Collective Agreement

2 positions. To review and re-negotiate the Collective Agreement and act as a liaison between the staff and The Collective regarding staffing issues.

Volunteer Outreach and Management/Collective Drive

Facilitates outreach of new Collective members and volunteers for Centre programs as needed.

7. Members are also encouraged to join one of the following 4 committees:

Finance Committee

This committee meets monthly to review financial reports and the Women's Centre Budgets, prepare for audits

Hiring Committee

This committee meets as needed to hire new staff including work study students, HRDC employees, and full-time and part-time staff.

Policy Committee

This committee meets bi-monthly to develop and revise Women's Centre Policy.

Programming Committee

This committee meets bi-monthly to evaluate and review current Women's Centre programming as well as develop new programs.

Women Centre's Responsibility to Collective Members:

1. Members will be paid an honorarium of \$300.00 per one-year term. This amount will be paid in 3 installments of \$100.00 each. The first installment will be paid upon the completion of four months of service.
2. Members will receive annual training in the form of Collective Retreats and Planning sessions which will take place twice a year. Members also will be offered the opportunity to receive additional training when such sessions are made available at The Women's Centre.
3. Members are entitled to function in a safe space that is free from harassment upholds The Women's Centre's anti-oppression, feminist frameworks.
4. The Women's Centre aims to foster community, friendship, creativity and new ideas in a spirit of fun and enjoyment.

Policy #99.07 Memorandum of Agreement with the Green Shield Insurance Company concerning the Graduate Student supplementary health insurance plan

This item is available for inspection at the offices of the Graduate Students' Union, 16 Bancroft Avenue, Toronto, Ontario, M5S 1C1 during regular business hours.

Policy #99.08 Memorandum of Agreement between the GSU and The Peer Review Magazine

Parties to the Agreement

1. The parties to this agreement shall be The Philologia Foundation, operating as The Peer Review Magazine (henceforth referred to as the "Magazine") and the Graduate Students' Union of the University of Toronto (henceforth referred as "GSU").

Financial Support

2. The Magazine shall remain incorporated as a not-for-profit corporation, and any surplus shall be reinvested in the magazine and the services it provides to students. This does not prevent the magazine from contracting services from for-profit suppliers (eg, printers, commissioned advertising sales representative, etc.) essential to the publication of the magazine.

3. This agreement requires GSU to serve as an intermediary between the University and the Magazine in connection with the collection and remittance of Magazine fees to graduate students. Therefore, the GSU has a direct and vital interest in ensuring that the Magazine operates in a fiscally responsible manner. Accordingly, the Magazine agrees to be bound by the University Incidental Fee Policy in connection with accounting and financial procedures in a manner consistent with the Handbook for Student Societies at the University of Toronto.

4. In order to ensure financial accountability, the magazine shall provide GSU with

- a. an annual budget approved by the Board of Directors of the magazine, setting out in detail a statement of expected revenues and expenditures for the forthcoming fiscal year;
- b. quarterly unaudited financial statements including balance sheets and income statements; and
- c. an audit of the Magazine's finances, conducted by a licensed auditor and in accordance with generally accepted accounting principles. At its discretion, and with the approval of the University of Toronto, the GSU may either waive the audit requirement entirely, or may request lesser documentation (e.g. review engagement, internal year-end statements, etc.). Should The Magazine be unable or unwilling to provide the lesser documentation as specified by the GSU, The Magazine shall provide a full audit.

5. The Magazine shall report to GSU council on operations twice per academic year.

The Magazine Board of Directors

6. The Magazine's Board of Directors will consist of a representative from staff of the magazine (e.g. a contributor, writer, editor), one representative from the managerial staff and two other members, one chosen for their academic background and one for their knowledge of the magazine industry. One seat of the Magazine Board of Directors shall be reserved for a currently enrolled graduate student. Opening for such a position shall be posted in the magazine. Candidates will be openly screened and chosen by the current board of the magazine.

Duration and termination

7. It is agreed that this agreement shall commence on September 1st, 2004 and remain in effect in perpetuity, or until amended, terminated, or superseded in one or more of the following ways;

- a. By violation of the terms of this agreement;
- b. By mutual written agreement of contracting parties;
- c. By a referendum conducted in accordance with GSU's by-laws
- d. If more than 50% of the members of the GSU eligible for membership in the Magazine request a refund of

the Magazine Fee Component in any year

8. In the event of termination of this agreement, the GSU will be relieved and released from any liability to the Magazine to pay over to it any portion of the Magazine Fee Component for the current year not yet paid to the GSU by the University.

9. Either party (the "Non-Defaulting Party") may terminate this agreement at anytime by written notice given to the other (the "Defaulting Party"), upon the occurrence in relation to the Defaulting Party of and of the following events or actions:

(a) if the Defaulting Party makes an assignment in bankruptcy for the benefit of its creditors or is petitioned into bankruptcy or if the Defaulting Party has a trustee, receiver and/or receiver/manager appointed for all or a substantial portion of its property, assets and business or if any other type of insolvency proceeding is commenced by or against it under applicable bankruptcy or insolvency legislation;

(b) if the Defaulting Party has instituted, whether by or against it, any proceedings for its dissolution or liquidation or the winding-up of its affairs;

(c) if the Defaulting Party fails:

(i) to remedy default of any material term of this agreement within fifteen (15) days of receipt of written notice given to the Defaulting Party specifying reasonable detail the particulars of such alleged default, or

(ii) in the case of a default of any material term of this agreement which, by virtue of its nature, is not reasonably capable of being remedied within a fifteen (15) day period, if the Defaulting Party fails to commence and diligently, without interruption, take all necessary action required to remedy such default as quickly as possible in the circumstance.

10. In the event that the Magazine is in violation of one or more terms of this agreement, GSU Council may pass a motion to continue in effect this agreement.

In the event that the GSU is in violation of one or more terms of this agreement, the Magazine Board of Directors may pass a motion to continue in effect this agreement. If the Council deems it appropriate, the GSU Executive may enter into a review process with the Magazine.

Fees and refunds

11. Unless otherwise modified by a future referendum of its members, the GSU shall collect from all full and part-time graduate students and distribute to the Magazine, in a timely manner, a \$5.00 base plus cost of living increase (as approved by GSU Council) per year levy.

12. GSU members can opt out of receiving the magazine and receive a refund of their fee during a 30-day period following the publication of the first magazine of that academic year. The opt out period will be advertised in the first issue of the Magazine, and on the Magazine's website, as well as that of the GSU. The opt-out refund will be distributed at the Magazine's office on campus, or at another location on campus, during regular office hours (Monday-Friday, 10am-5pm). The Magazine will mail opt-out cheques for those unable to attend the office in person.

13. The Magazine agrees that the terms and conditions imposed by the University on the Magazine Fee are binding on the Magazine. The GSU shall not be liable to the Magazine if the University does not collect or remit amounts on account for the Magazine Fee component for any reason. GSU shall not be liable to the Magazine for interest accrued on any amounts collected by the University prior to remittance of the Magazine Fee Component. Magazine agrees that the terms and condition of the collection and remittance of the Magazine Fee Component shall be the same as those which govern the collection and remittance of the GSU membership fees, unless otherwise required by the University. GSU agrees that it shall not impose any obligations or charges, other than as specified in this agreement, or by the University, on the Magazine Fee component.

Independence

14. It is acknowledged that the Magazine is independent, with full control over matters of policy, finances, staffing, and content. The GSU, its officers and council, shall not be involved in editorial decisions of the Magazine, however all GSU members shall be free to contribute ideas to the magazine, which will be evaluated the same as those from any other freelance contributor.

Mandate

15. The Magazine's mandate shall include:

- a commitment to focus on graduate student issues
- a commitment to equity in staffing, editorial content and general operations of the magazine
- a commitment to cover ethics in research and scholarship
- commitment to good environmental practice

16. The magazine shall not accept advertisements that promote tobacco products, and shall otherwise strive to ensure that advertising content is sensitive to the concerns of the readership, balanced with the financial obligations of providing an equitable workplace and maintaining high journalistic standards. The magazine shall not accept advertisements or donations that causes it to modify its content or otherwise sacrifice editorial independence. In the case of a donation from a party where such a matter is a concern, the GSU has the right to demand a legally binding agreement between the Magazine and the donor that ensures the editorial independence of the magazine.

Distribution

17. The GSU shall permit the University of Toronto to release to the Magazine a mailing list of its members for the sole purpose of distributing the magazine and maintaining an opt-out list. The Magazine and the mailing house will sign confidentiality agreements with the GSU and/or Student Affairs.

18. Any student may contact the Magazine to opt out of receiving the magazine at any time. Students requesting opt-out more than 30 days after the publication of the first issue will not receive a refund.

GSU Newsletter

19. The Magazine shall provide to the GSU one free full page of advertising each issue, clearly indicated as the GSU newsletter. Additional pages can be purchased from the Magazine by the GSU at the actual cost of printing and distribution with a minimum two months (60 days) notice. The GSU shall not sell, allocate or otherwise provide advertising space in its newsletter for any party not directly a part of the GSU without the consent of the Magazine. The GSU shall provide content for the newsletter on a date agreed to by both parties, at minimum 15 days prior to publication. Should the GSU wish, the Magazine will provide design services at cost (currently \$30 per hour).

20. The GSU shall indemnify and save harmless the Magazine, its officers, agents, and employees both past and present, who were or are party or threatened to be made a party to any threatened, pending, or completed activity, suit or proceeding, against expenses (including legal fees), judgments, fines and any amount actually and reasonably occurred as a result of content (including words, graphics and photos) appearing in the advertising or newsletters of the GSU. The GSU assumes the entire responsibility as to the content, legality under defamation law, and accuracy of its newsletter.

21. Notwithstanding article 20, the Magazine shall indemnify and save harmless the GSU, its officers, agents, and employees both past and present, who were or are party or threatened to be made a party to any threatened, pending, or completed activity, suit or proceeding, against expenses (including legal fees), judgments, fines and any amount actually and reasonably occurred as a result of content (including words, graphics and photos) appearing in the advertising or content of the Magazine. The Magazine assumes the entire responsibility as to the content, legality under defamation law, and accuracy of its publication.

General

22. If any issue, dispute, question or difference shall arise between the parties concerning the meaning of effect of this agreement, the parties are to find a mutually agreed upon mediator to examine the dispute and aid in settling it through a mediated discussion between both parties. If this mediation is deemed unsatisfactory by either one of the parties, they may refer the matter to the Vice-President and Provost of the University or his/her designate (the "Vice-President"). If the Vice-President shall accept such referral, the Vice-President shall proceed to make such inquiries, examinations and conduct such hearing (if any), as the Vice-President considers necessary or desirable to reach an informed decision regarding the matter in dispute. The decision of the Vice- President shall, in the absence of clerical error, be final and binding upon the parties and each of the parties agrees not to appeal or otherwise seek judicial review or other legal recourse in connection with such matter so decided. If the Vice-President does not accept such referral, a person mutually agreeable to both GSU and the Magazine shall be appointed to fulfill the role of the Vice-President contemplated in this article.

23. This agreement shall not be assignable by either party without the prior written consent of the other.

No waiver of any breach shall affect or alter this agreement. If any term is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this agreement.

Signed this _____ day of _____, 2004,

PER: The Magazine

PER: GSU