



Local 237 Bylaws

Enacted as of March 30, 2023

Local 237 Bylaws
Ontario Public Service Employees Union

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Enacted on March 30, 2023, the following bylaws supersede all existing bylaws. In case of conflict, the OPSEU/SEFPO Ontario Public Service Employees constitution takes precedence over these bylaws.

Article 1 NAME

This organization shall be known as OPSEU/SEFPO, Local 237 and shall be a single unit local of employees eligible for membership in OPSEU/SEFPO who work at Conestoga College.

Article 2 AIMS AND PURPOSES (Article 4 of the Constitution)

2.1 The aims and purposes of the Union shall be:

- a. To regulate labour relations between the Members and their employers and managers, said labour relations to include the scope of negotiation, collective bargaining, the enforcement of collective agreements and health and safety standards, and the safeguarding of human rights;
- b. To organize, sign to membership, and represent employees in Ontario;
- c. To advance the common interests, economic, social, and political, of the Members and of all public employees, wherever possible, by all appropriate means;
- d. To bring about improvements in the wages and working conditions of the membership, including the right of equal pay for work of equal value;
- e. To work for and defend members to ensure that our workplaces are safe and free from harassment and discrimination;
- f. To promote and defend the right to strike;
- g. To promote full employment and an equitable distribution of wealth within Canadian and international society;
- h. To co-operate with labour unions and other organizations with similar objectives in strengthening the Canadian labour union movement as a means towards advancing the interests and improving the well-being of workers generally in Canada and internationally;
- i. To promote justice, equality, and efficiency in services to the public;
- j. To strengthen, by precept and example, democratic principles and practices both in the Canadian labour union movement and in all manner of institutions, organizations, and government in Canada and internationally.

2.2 Other aims and purposes

- a. To perform OPSEU/SEFPO and college roles in a professional manner.
- b. To demonstrate positive, pro-active leadership to protect the membership's rights as outlined in the Collective Agreement and Regulatory Acts.
- c. To provide confidential service to all members of Local 237.
- d. To ensure that Local 237's views are expressed at OPSEU/SEFPO's regional and provincial levels.
- e. To maintain regular communication with the membership of Local 237.

Article 3 MEMBERSHIP (Article 6 of the Constitution)

Active Members	Unsigned Members
<ul style="list-style-type: none">• Have completed and submitted to OPSEU/SEFPO a membership application form prescribed by OPSEU/SEFPO• pay dues (see Finances)• have all voting privileges	<ul style="list-style-type: none">• pay dues (see Finances)• may only vote as per OPSEU/SEFPO Policy

N.B. OPSEU/SEFPO locals get quarterly rebates from the union, based on how many dues paying members.

3.1 Active memberships includes:

- a. All Full-Time professors, counsellors, instructors, and librarians. Full-Time members may opt to work a partial load while retaining their voting rights.
- b. Partial-Load (more than 6 to 12 contact teaching hours) professors and instructors
 - i. have all voting privileges.
 - ii. have rights under the College Collective Agreement as per specific Articles.

Part-Time (6 hours or less) and sessional (unlimited hours) have no signing privileges at this time.

3.2 Qualifications:

All members of the Executive and Officers of Local 237 must be in good standing with OPSEU/SEFPO in order to hold office.

3.2.1 A Member shall remain in good standing provided s/he is:

- a) Not more than three months in arrears in payment of dues;
- b) Gainfully employed in a bargaining unit for which the Union holds or seeks recognized bargaining rights;
- c) Not penalized by suspension or expulsion following conviction under Article 30 of the Constitution; and
- d) Not penalized by suspension or expulsion following conviction of a breach of OPSEU/SEFPO's harassment and discrimination or personal harassment policy, provided that in accordance with any applicable laws, no such penalty shall require the employer to discharge such Member from employment.
- e) Not penalized by suspension under Article 16.10 of the Constitution.
- f) Not penalized by failure to step down from an acting management or acting excluded management position under Article 3.8.

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

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

3.3 Notwithstanding the provisions of any other article of this Constitution, a Member subject to regular seasonal and/or short-term lay-offs may remain in good standing for up to one year while laid off without payment of dues, but a Member subject to

permanent or indefinite lay-off shall not be eligible for continuing membership for any period of the lay-off.

- 3.4 Notwithstanding the provision of Articles 3.1(b) and 3.2, a Member dismissed or improperly laid off by his/her employer shall, if a grievance is submitted on the dismissal or lay-off, remain a Member in good standing until the grievance is settled, provided that if the Member wishes to seek or hold office in the Union, s/he must pay a uniform monthly amount of Union dues, not to exceed \$5, to be set by the Executive Board.
- 3.5 Notwithstanding the provision of Article 3.1(b), upon payment of full Union dues a Member shall remain in good standing while:
 - a) holding elected political office in any government, municipality, municipal board or commission, school board, public utility, social or welfare agency; or
 - b) holding appointed office on any board or commission, etc., as a representative of labour; or
 - c) holding elected or appointed office in any labour organization to which the Union is affiliated.
- 3.6 A person who ceases to be a Member by reason only of non-payment of dues shall be reinstated upon submission to the Union of a new membership application accompanied by all arrears in dues.
- 3.7 A Shop Steward, local officer, trustee, delegate, team or committee member who is temporarily assigned (seconded) by the employer from his/her normal workplace to another workplace within the bargaining unit, and who retains the right to return to his/her normal workplace, shall be entitled to continue to hold or seek re-election to the Union office or function in his/her normal workplace during the term of such assignment (secondment), provided s/he is willing, able and available to carry out the duties of the Union office or function. Any dispute as to ability or availability shall be decided by the President, with right of appeal to the Executive Board. While occupying such Union office or function, the member shall be ineligible to seek or hold any Union office or function in the other workplace.
- 3.8 A shop Steward, local officer, trustee, delegate, team or committee member who volunteers and is assigned or seconded by the employer from his/her normal workplace to a position outside any OPSEU/SEFPO bargaining unit shall not be entitled to continue to carry out the duties or functions of his/her office during the period of assignment or secondment. The Member shall be entitled to retain all other rights as a Member in Good Standing.
- 3.9 Any member who is in a temporary management or temporary excluded management position shall return to their home position when required, under authority of the President, to do so. If they fail to step down, they shall be ineligible to seek or hold any Union office or function.

Article 4 MEMBERSHIP RIGHTS (Article 7 of the Constitution)

- 4.1 Every Member in good standing is entitled:
- a. To be represented by the Union;
 - b. To be treated with dignity and respect within the Union;
 - c. To be free from discrimination, interference, restriction, coercion, harassment, intimidation or disciplinary action exercised or practised by a Member with respect to another Member, both within the Union and in the workplace, by reason of race, colour, age, national or ethnic origin, political or religious affiliation, sex, sexual orientation, family status, marital status, record of offences, physical characteristics or physical or mental disability;
 - d. Subject to any qualifications stipulated elsewhere in this Constitution, to be nominated for, and hold, one or more offices in the Union;
 - e. To participate in the Union's business at the Local level, participate in the election of delegates and alternate delegates to Conventions, and vote on the ratification of collective agreements affecting such Member, except where the collective agreement is the result of binding arbitration;
 - f. To make a formal presentation to the Board upon receipt of such presentation in writing at Headquarters not less than ten (10) calendar days before the date of the regularly scheduled Board Meeting at which the presentation is to be made, provided always that notice may be waived by majority vote of the Board;
 - g. To attend any meeting of the Board, notwithstanding that s/he may not have a vote at such meeting, except that the Board may meet in closed session for purposes of discussing individual or staff contracts of employment;
 - h. To receive a copy of the Constitution of the Union and to be advised of amendments to it, and to receive an up-to-date copy whenever the Constitution is compiled and reprinted.
- 4.2 Only Members in good standing may hold office.
- 4.3 A member may be removed from office and/or barred from running for office for a specified term by a two-thirds majority vote of the Executive Board after a finding of a breach of OPSEU/SEFPO's harassment and discrimination or personal harassment policy.
- 4.4 A member will be removed from office and will be barred from running for office if they refuse to return to their OPSEU/SEFPO bargaining unit position from an acting management or excluded management position when required, under authority of the President, to do so.

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

Article 5 STEWARD SYSTEM (Article 29.1 of the Constitution)

5.1 The stewards shall constitute the Local Executive Committee (LEC). The Local recognizes the need to have all constituency groups and satellite campuses represented.

Number of Positions: 37

Stewards:

- a. Are elected / acclaimed by their respective constituencies at a General Meeting and must be active members of the Local Bargaining Unit.
- b. Term of office: -Two-year term
- c. Elected in May
- d. Effective September 1
- e. Vacancies during the Term of Office may be filled at a LEC meeting or at a General Meeting.
- f. Vacancies within the last ninety days of office may be appointed by the President of the Local
- g. Make up the Local Executive Committee (LEC).

Composition: Stewards are elected from within the following constituencies:

11	One steward representing each of the follow locations: Doon Campus Wood Skills Building Waterloo Campus Guelph Campus Stratford Campus Cambridge Campus Ingersoll Campus Brantford Campus Kitchener Downtown Campus Milton Campus Trades Campus/Reuters Building
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20	One Steward representing the areas of: Information Technology Engineering Interdisciplinary Studies Health Sciences Life Sciences Community Services Creative Industries Business Hospitality Trades and Apprenticeship Preparatory Studies Communications LINC Partial-Load Faculty Counselling Services/ Accessibility Services Workforce Development and Part-time Studies Librarian Faculty Food Processing Early Childhood Education EAP/TESL
6	Six stewards at large
37	Total

Article 6 STEWARDS' RESPONSIBILITIES AND RIGHTS (Article 8 of the Constitution)

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

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

6.2 To carry out these responsibilities, Stewards shall have:

- a. the right of access to LEC/unit committee meetings;
- b. the right to be informed of the status and disposition of grievances from the group; and
- c. the right to high quality education and training necessary to effectively exercise all their responsibilities.

Article 7 LOCAL EXECUTIVE COMMITTEE (Article 29.2 of the Constitution)

7.1 The Local Executive Committee (LEC) shall administer the affairs of the Local in accordance with the OPSEU/SEFPO Constitution, the bylaws of the Local and the wishes of the members of the Local. The Committee shall meet at least once every three months. The Local President may call a Committee meeting at any time to deal with business of an urgent nature. Vacancies during the Term of Office (unexpired portion) may be filled at an LEC meeting or at a General Meeting. Vacancies within the last ninety days of office may be appointed by the President of the Local.

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

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

7.3 Elections

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

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

7.3.3 Elections may be conducted electronically.

7.3.4 The term of office for Shop Stewards and all Officers of the LEC shall be two years. New terms shall be effective September 1. Vacancies during the Term of Office: can be elected at a General Meeting or an LEC meeting.

7.3.5 Any member of the LEC may stand for re-election,

7.3.6 An officer must first have been elected or re-elected as a Shop Steward.

7.4 Officers and other elected positions for Local 237

7.4.1 Officer Positions

Officers will be elected from among the stewards after steward elections are held. The following positions are considered officers of Local 237

President
Vice President
Chief Steward
Treasurer
Secretary
Community Engagement Officer
Communications Officer

7.4.2 Other Elected Positions

Health & Safety Coordinator (1)
Trustees (2 + Alternate)

7.5 Duties of Officers and Elected Positions of the Local

7.5.1 President

The President shall enforce compliance with Bylaws and regulations of the Union and Local; preside at Local meetings; be an ex-officio member of all Local committees; generally supervise the affairs and operations of the Local; carry out such other duties as may be prescribed by Local Bylaws.

Other duties as prescribed in the *Local 237 Job Descriptions* document.

7.5.2 Vice-President

The Vice-President shall be responsible for union membership. The Vice President shall also perform all the Presidential functions during any absence of the President and accept and exercise such other duties and powers as may be designated by the Local Executive Committee or the President. The Vice-President may also attend all functions (including all regional meetings and Conventions) of the Union, in place of the President when the President cannot attend.

Other duties as prescribed in the *Local 237 Job Descriptions* document.

7.5.3 Secretary

The Secretary shall attend all meetings of the Local and keep Minutes; distribute notices to all members of the Local, as required; answer and/or forward all pertinent

correspondence; and forward all pertinent membership information to the appropriate union regional office.

Other duties as prescribed in the *Local 237 Job Descriptions* document.

7.5.4 Treasurer

The Treasurer shall be responsible for proper administration of the assets of the Local, including the operating funds.

Other duties as prescribed in the *Local 237 Job Descriptions* document.

7.5.5 Chief Steward

The Chief Steward shall coordinate and assist the Shop Stewards. The Chief Steward shall also perform all the Presidential functions during any absence of the President and Vice president accept and exercise such other duties and powers as may be designated by the Local Executive Committee or the President. The Chief Steward may also attend all functions (including all regional meetings and Conventions) of the Union, in place of the President when the President or Vice President cannot attend.

Other duties as prescribed in the *Local 237 Job Descriptions* document.

7.5.6 Community Engagement Officer

The Community Engagement Officer shall initiate and support Local 237's links to our community partners and stakeholders.

Other duties as prescribed in the *Local 237 Job Descriptions* document.

7.5.7 Communications Officer

The Communications Officer shall coordinate communications for the LEC, the membership, and other stakeholders.

Other duties as prescribed in the *Local 237 Job Descriptions* document.

7.5.8 Health and Safety Coordinator

The Health and Safety Coordinator provides leadership to the union health and safety representatives and is a non-voting member of the LEC.

Other duties as prescribed in the *Local 237 Job Descriptions* document.

7.5.9 Trustees (2 plus alternate)

Trustees are responsible for examining all books, records, and property of Local 237 on a semi-annual basis and filing audited reports to OPSEU/SEFPO on a semi-annual basis.

Other duties as prescribed in the OPSEU/SEFPO bylaws and constitution, and the *Local 237 Job Descriptions* document.

Article 8 MEMBERSHIP MEETINGS (Article 29.8 of the Constitution)

- 8.1 Membership meetings shall be held a minimum of twice per year.
- 8.1.1 Quorum: Five per cent of signed members to Local 237.
- 8.1.2 Notice: The membership shall receive reasonable notice in advance of all meetings
- 8.1.3 Format: Meetings can take place in person, electronically (i.e. using Zoom or other platforms), or a combination.
- 8.1.4 Special General Meetings: Convened upon written request of at least ten per cent of the membership.
- 8.1.4 Conduct: OPSEU/SEFPO Constitution Article 13:11, Robert's Rules of Order

8.2 The Order of Business

Written reports are to be submitted to the President three days prior to the General Meeting.

1. Call to order
2. Territory and/or Land Acknowledgement
3. Statement of Respect
4. Adoption of Agenda
5. Minutes of the previous meeting
6. Business arising from the minutes
7. Treasurer's report
8. Elections (if needed)
9. Reports
 - a. President's report
 - b. Chief Steward's report
 - c. Steward Reports
 - d. Health & Safety Report
 - e. Board of Governor's report
10. Committee reports
11. New business
12. Adjournment

Article 9 COMMITTEES

- 9.1 The Local has the following standing committees:
- a. Union College Committee (CA, Article 7)
 - b. Workload Monitoring Group (CA Article 11.02 B-G)
 - c. Local Executive Committee
 - d. Employment Stability Committee (CA Article 27.05, 28, 29) Operates as circumstances may require as determined by the LEC.
 - e. Health and Safety
- 9.2 Committee policies and guidelines can be found in the document *Local 237 Committees*.
- 9.3 The union will strike other ad hoc committees as needs arise as determined by the LEC, such as Communications Committee, Hardship Committee, Strike Committee, etc.

Article 10 FINANCIAL OPERATION (Article 29.10 of the Constitution)

- 10.1 All funds of the Local shall be used only for legitimate trade union purposes. Accounting for revenue and disbursements shall be done in a proper and business-like manner. Except for reasonable amounts in petty cash accounts, all expenditures shall be by cheque and shall be properly supported by vouchers. The signing officers of a Local shall be any two of the President, Vice-President, Treasurer (or Secretary-Treasurer) and Chief Steward.
- 10.2 Financial control of Units shall rest with the Local Executive Committee. The Local shall have full control of funds they may raise through their own activities, or through local assessments. The Local is obligated to supply sufficient funds for the holding of Unit general and negotiating meetings but may retain authority to make the necessary arrangements for the said meetings.
- 10.3 Local 237 may use online banking.
- 10.4 Local 237 Partial Load officers and committee members may receive remuneration for their service to the local in a manner prescribed by the LEC until such time as Partial Load are no longer excluded from Articles 7 & 8 of the Collective Agreement, reflecting the remuneration that full time faculty receive.

10.5. Membership Dues

Union dues are automatically deducted by payroll and submitted to OPSEU Head Office. All Full-Time academic employees and Partial-Load faculty pay dues. Sessional and Part-time academics do not pay dues. OPSEU dues are deducted at the rate of 1.375 % of salary (as of 2021). OPSEU rebates to the local on the basis of dues.

Local 237 dues assessment is \$10.00 per pay (monthly) per Full-Time dues paying employee, and \$5.25 per pay (monthly) per Partial Load employee. (Current 2021 formula)

Supplementary dues (administered by the Local)

Strike fund dues are \$20.00 per pay (monthly) for Full Time employees, and \$10.50 pay (monthly) for Partial Load employees until the Local 237 strike fund obtains a balance of \$1,000,000. Dues are deducted from source on a monthly basis.

10.6 Budgets

The budget is set at a General Meeting. The normal budgetary items reviewed are from the balance sheet, income statement, and other detailed reports provided by the treasurer.

10.7. Criteria for Expenses

See applicable expense forms for details and / or OPSEU/SEFPO’s policy (Sections 10.1, 10.2)

ITEM	AMOUNT	ENTITLEMENT
Mileage	As per OPSEU/SEFPO policy	All union business
Accommodation	As per OPSEU/SEFPO’s rebate formula	A distance greater than 60 Km; additional cost of accommodation covered by Local 237
Meal Allowance	As per OPSEU/SEFPO policy	OPSEU/SEFPO business Local 237 business
Family Attendant Care	Per policy – OPSEU/SEFPO Agreement	All members and their extended family

10.8 Strikes-Pension Top-up

Where a member's pension is affected by a strike that occurs within the best 60 consecutive months as used in the calculation for the member's pension entitlement, the Local shall reimburse the member for an amount equal to the employer's contributions that would have been made during that period of time.

To be eligible for reimbursement, the member must have performed strike duties (or approved modified strike duties or received employment insurance) and not have engaged in strikebreaking. Payments are only to be made during the year of the member's retirement. The member must present confirmation of his/her retirement date and proof of her/his contribution payment to the CAAT Pension Plan prior to being reimbursed by the Treasurer.

10.9. Grants, Bursaries, Gifts and Charitable Donations

The Local Executive Committee (LEC) must approve all Grants, Bursaries, Gifts, and Charitable donations, etc. given on behalf of the union.

10.10. Advocacy

Advocacy expenses will be added to the budget in an amount no greater than 2% of the total revenue for the first year and then use a zero-based budget approach for the second year and thereafter not to exceed 3% of the total revenue budget to address the needs of advocacy for union matters to be reviewed and approved by the Local 237 LEC (local executive committee).

10.11. Education and Training

Education and training expenses will be added to the budget in an amount no greater than 2% of the total revenue for the first year and then use a zero-based budget approach for the second year and thereafter not to exceed 3% of the total revenue budget to address the needs of training and education for Local 237 LEC (local executive committee members) or other bargaining unit members as approved by the Local 237 Officers.

Article 11 AMENDMENTS (Article 12.5.1 of the Constitution)

11.1. These bylaws may be amended and any subsequent changes to them, must not be in conflict with the OPSEU/SEFPO Constitution. Members must give the Secretary written notice of additions, deletions, changes, and / or amendments at least fourteen calendar days prior to a General Meeting.

- 11.2. The secretary will serve notice to the membership at least ten calendar days prior to the General meeting of the proposed bylaw changes.
- 11.3. The proposed bylaw amendments will then be debated at the next General Meeting.
- 11.4. Bylaw amendments require a two-thirds majority of the members present for approval.
- 11.5. No supplemental bylaws or changes to them shall take effect until they have been approved by the President of OPSEU/SEFPO.

Article 12 OATHS

- 12.1 All Officers elected at the Local or Unit level shall take the Oath of Office prescribed by OPSEU/SEFPO at the time the oath is taken, before being allowed to take office. The oath shall be administered at a general membership meeting or at a meeting of the LEC.
- 12.2. Stewards elected at the Local or Unit level shall take the Stewards' Oath as prescribed by OPSEU/SEFPO at the time the oath is taken. The oath shall be administered at a general membership meeting or at a meeting of the LEC, or by submitting a signed copy, to be read aloud at a general membership meeting.
- 12.3. Every such declaration must be witnessed by a person who may be a member of the Local, an employee of the Union, or any other representative of the Union duly authorized by it.
- 12.4. It shall be the duty of all Officers and Members to uphold their respective oaths and failure to act in accordance with them shall be deemed to be contrary to the Constitution.