Local 237 Bylaws

Enacted as of May 4, 2022

Deleted: February 24, 2021

Local 237 Bylaws

Ontario Public Service Employees Union

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Enacted on February 24, 2021 the following bylaws supersede all existing bylaws
In case of conflict, the Ontario Public Service Employees Union's (OPSEU) Constitution takes precedence over these bylaws

Article 1 NAME

This organization shall be known as OPSEU, Local 237 and shall be a single unit local of employees eligible for membership in OPSEU 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 a. To perform OPSEU 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's regional and provincial levels.

e. Maintain the Local 237 website

Article 3 MEMBERSHIP (Article 6 of the Constitution)

Active Members	Unsigned Members
- have *signed* a Local membership card approved by OPSEU - pay dues (see Finances) - have all voting privileges	- pay dues (see Finances) - may only vote on per OPSEU Policy

N.B. OPSEU 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)

   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

Qualifications:

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

3.2 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'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.

"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 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

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'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 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: 36

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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

   i. Elected in May

   ii. Effective September 1

c) Vacancies during the Term of Office may be filled at a LEC meeting or at a General Meeting.

d) Vacancies within the last ninety days of office may be appointed by the President of the Local

e) 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 Campus Milton Campus Trades Campus/Reuters Building Brantford Airport Campus
19	**One Steward representing the areas of:** Information Technology Engineering Interdisciplinary Studies Health Sciences Life Sciences Community Services Creative Industries Business

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	Hospitality Trades and Apprenticeship Preparatory Studies Language and Communication LINC Partial-Load Faculty Counselling Services/ Accessibility Services Workforce Development and Part-time Studies Librarian Faculty Food Processing Early Childhood Education
6	**Six stewards at large**
364	**Total**

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Cambridge¶
Waterloo¶
Guelph¶

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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. Maintaining open communications with the members of their respective constituencies
b. Respecting their constituencies
c. Reporting on emerging issues / changes affecting members
d. Attending monthly LEC meetings and others as scheduled by the President
e. Providing input on issues at LEC meetings
f. Making recommendations to enhance the bylaws of Local 237
g. Beings accountable to the Membership, Chief Steward, LEC and Local 237 President.
h. to distribute information to the group;
i. to carry the group's issues to the LEC/unit committee;
j. to communicate LEC/unit committee decisions to the group;

k. to enlist support of members of the group in workplace actions and union campaigns; and

l. to prepare and investigate grievances from the group.

And 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.

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Committees: As elected to or assigned by the President.
Attends Board of Governors (BOG) meetings as assigned.

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

OFFICERS:

7.1 The Officers of the Local, together with the remaining Shop Stewards shall constitute the Local Executive Committee (LEC). The positions are President, First Vice President, Second Vice President, Chief Steward, Secretary, and Treasurer.
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.

7.2 The Local Executive Committee (LEC) shall administer the affairs of the Local in accordance with this 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.

7.3 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.

PRESIDENT:

Term of Office:	Two-year term Elected in Winter Term (May) Effective September 1
Replacement during the Term of Office:	To be elected at a General Meeting If the position is vacated within 90 days of end of term or, if incapacitated, the duties rest with the Vice President
Responsible for:	• Governance of Local 237 • Maintaining the overall integrity of the Collective Agreement. • Adhering to all legal matters pertaining to Local 237 • Abiding by the bylaws • Maintaining open communications with the Membership • Chairing the General Meetings. • Co-chairing Union College Committee (UCC), Employment Stability Committee (ESC), • Co-chairing WMG Committee (or assigned or elected designate). • Maintaining and / or delegating responsibility for Local 237's website. • Presenting awards on behalf of Local 237 • Delegating responsibilities for maintaining current local membership lists, committee membership lists, mailing lists, etc. • Endorsing cheques (2 of 5 signatures required)-(Article 29.10.1 of the Constitution) • Primary signature with Treasurer except when away or signing own cheques • Organizing election processes
Accountable to:	• The membership of Local 237

- Applicable legislative Acts (e.g. Health and Safety)
- The Collective Agreement
- Union members on various college committees (e.g. Policies and Procedures)

Committees:

- Ex-officio to all committees, sub committees, etc. with voting rights
- Attends Board of Governors (BOG) meetings when necessary.
- Attends Convention, Divisional meetings and other meetings on behalf of Local 237.
- OPSE Represents Local 237 when elected to Provincial union committees (e. g. Divisional Executive of. (DIVEX)

FIRST VICE PRESIDENT:

Term of Office: Same as the President

Replacement during the Term of Office: To be elected at a General Meeting
The President may appoint the successor if within 90 days of the end of term; also, if incapacitated, the duties will rest with the President.

Responsible for:

- Performing all the presidential functions during the absence of the President, and accepts and exercise such other duties and powers as may be designated by the LEC or the 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.
- Orienting new members to the Union and Union Local.
- Recruiting signed members to the Union
- Revising and maintenance of the bylaws.
- Maintaining the Conestoga and private email lists for members by verifying both lists with the Union Due's List on a semester basis and the Article 3.03 Report in January and September of every academic year.

- Informing the OPSEU Region Two office regarding updated Local membership lists.
- Ensuring that the lists of all LEC members and all members of the Local Standing Committees are readily available to the Membership upon request.
- Reviewing the 27.12 Reports with the President.
- Endorsing cheques (2 of 5 signatures required)

Accountable to:

- The members of Local 237
- The President

Committees:

- As elected or assigned by the President.
- Attends Board of Governors (BOG) as assigned

SECOND VICE PRESIDENT:

Term of Office: Same as the President

Replacement during the Term of Office: To be elected at a General Meeting
The President may appoint the successor if within 90 days of the end of term; also, if incapacitated, the duties will rest with the President.

Responsible for:

- Performing all the presidential functions during the absence of the President and First Vice-President, and accept and exercise such other duties and powers as may be designated by the LEC or the President.
- May also attend all functions (including all regional meetings and Conventions) of the Union, in place of the President when neither the President nor First Vice President can attend.
- Assuming the First Vice Presidents' role in his/her absence.
- Communicating to the membership and community, assuming the role of Communications Officer with the Local Members and Community Groups.
- Coordinating the Communications Committee.
- Maintaining updated lists as delegated by the President or First Vice-President.

- Organizing and planning the annual recognition lunch and recognition dinner.
- Sending greetings/recognitions/condolences to the membership.
- Inviting retirees to join the OPSEU retirees' group.
- Preparing invitations and ordering Awards of Recognition.

Accountable to:

- The members of Local 237, The President

Committees

- As elected or assigned by the President.
- Attends Communication Committee
- Attends Board of Governors (BOG) as assigned

CHIEF STEWARD:

Term of Office: Same as the President

Replacement during the Term of Office: To be elected at a General Meeting
The President may appoint the successor if within 90 days of the end of term; also, if incapacitated, the duties will rest with the President.

Responsible for:

- Maintaining a cataloged file of all SWF'S for the current academic year.
- Scrutinizing all SWF'S for
  - adhering to the Collective Agreement
  - resolving SWF disputes which may arise
  - informing all overtime claimants of their rights and due process.
- Adhering to the Collective Agreement.
- Processing all grievances in conjunction with the President / Stewards
- Advising the stewards on dispute resolution mechanisms.
- Informing the executive on all pertinent precedent setting grievance and arbitration awards.
- Maintaining awareness of related provincial changes to legislation and arbitration awards effecting the membership.

- Endorsing cheques (2 of 5 signatures required).

Accountable to:

- The membership of Local 237
- The President
- Applicable legislative acts

Committees:

- Attends Board of Governors (BOG) as assigned
- As elected or assigned by the President

SECRETARY:

Term of Office: Same as the President

Replacement during the Term of Office: To be elected at a General Meeting
The President may appoint the successor if within 90 days of the end of term; also, if incapacitated, the duties will rest with the President.

Responsible for:

- Preparing Agendas in consultation with the President.
- Serving written Notice of Meetings.
- Recording, maintaining, and circulating the minutes for General Meetings, Local Executive Committee meetings, as assigned by the President or Vice President.
- Maintaining attendance files for Local Executive. Meetings, and others assigned by the President.
- Preparing Notice of Meetings, minutes, summaries of minutes, notices etc. for distribution via web site, e-mail, and /or print, etc.

Accountable to:

- The membership of Local 237
- The President
- OPSEU

Committees:

- Attends Board of Governors (BOG) as assigned
- As elected or assigned by the President

TREASURER:

Term of Office:	Same as the President
Replacement:	To be elected at a General Meeting
Replacement during the Term of Office:	The President may appoint the successor if within 90 days of the end of term; also, if incapacitated, the duties will rest with the President.
Responsible for:	• Administration of the assets of Local 237. • Administration of investments as directed by the Local Executive Committee or decided at a General Meeting. • Advising the Local Executive Committee of any discrepancies. • Scrutinizing expense claims for compliance with OPSEU and Local 237 bylaws • Generating and endorsing cheques (2 of 4 signatures required). • Primary signature with President except when signing own cheques. • Preparing and presenting written financial reports on annual budget projections. • Presenting financial statements at Monthly LEC meetings, General Meetings. • Expediting all cheques, reports, etc. on a monthly basis. • Supplying information and materials to selected internal auditors. • Sending the final audit to OPSEU office upon receipt.
Accountable to:	• The members of Local 237 • The Local Executive Committee • The President • Elected Trustees • OPSEU
Committees:	• As elected to or assigned by the President • Attends Board of Governors (BOG) as assigned

HEALTH AND SAFETY COORDINATOR:

Term of Office:	Same as the President
Replacement during the Term of Office:	To be elected at a General Meeting. The President may appoint the successor if within 90 days of the end of term; also, if incapacitated, the duties will rest with the President
Mandate:	Provides leadership to the Union Health and Safety representatives
Responsibilities:	• Communicating and educating the membership about health and safety. • Preparing a written report for LEC and General Meetings
Outcomes and Deliverables:	• Informing the membership of important health and safety issues that affect them in their workplace Local
Accountable to:	• The membership of Local 237 • The President • OPSEU
Review:	The Terms of Reference will be reviewed at least once every two years

TRUSTEES:

Number of Positions:	Two
Term of Office:	Same as the President. Elected at a General Meeting Vacancies are replaced by election at a General Meeting. At the first election in a Local the terms may be varied to provide subsequently for overlapping terms
Responsible for:	• Examining all books, records, property of Local 237 on a semi-annual basis. • Filing audited reports to OPSEU on a semi-annual basis. • Reporting audited results to the next General Meeting.

Accountable to:

- The membership of Local 237
- Ontario Public Service Employees Union

Committees:

- May not hold any other office in the local (Article 29.6.1 of the Constitution)

Article 8 MEMBERSHIP MEETINGS (Article 29.8 of the Constitution)

Quorum: Five per cent of signed-up members to Local 237.

The quorum for meetings of the above groups shall be:

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

Frequency: Minimum of two per year - General membership meetings of all members of a Local shall be convened at least twice each year.

Special General Meetings: Convened upon written request of at least ten per cent of the membership

Conduct: OPSEU Constitution Article 13:11
Robert's Rules of Order

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. Statement of Respect
3. Adoption of Agenda
4. Minutes of the previous meeting
5. Business arising
6. Treasurer's report

7. Correspondence
8. Initiation of new members
9. Reports of officers
    a. President's report
    b. Chief Steward's report
10. Written Committee reports
11. Nominations and/or elections
12. Unfinished business
13. New business
14. Adjournment

Article 9 COMMITTEES

The Local has the following standing committees: UCC (CA, Article 7); ESC (Article 27.05, 28, 29); WMG (Article 11.02 B-G); LEC; Health and Safety; Employee Assistance Program (EAP); Communication Committee; and Hardship Committee.

1. UNION/COLLEGE COMMITTEE (UCC) Collective Agreement, Article 7

The UCC is the same as the Union / College Committee (Local) as stated in the Collective Agreement. Three members (the President, the First Vice President, and Chief Steward) are automatic appointments and the fourth position and the alternate position are elected at the General Meeting.

Number of Positions:	Four Full-Time signed members, and one alternate signed member
Term of Office:	Same as the President
Method of Appointment:	President, Vice President, and the Chief Steward automatically become members while holding Office. The additional member and an alternate are elected at a General Meeting from within the signed membership
Responsible for:	• Attending weekly caucus meetings. • Monthly meeting with the management's UCC team • Representing Local 237 membership inclusively.

	• Acting and speaking in a professional and ethical manner • Clarifying conditions and / or procedures causing misunderstanding or grievances. • Addressing college issues which may arise, including Health and Safety. • Applying local applications of the collective agreement. • Addressing all other issues that are mutually agreed upon with management. • Advising the membership on pending issues and expressing Local 237's position. • Approving all College Workload Group (CWG) local agreements.
Accountable to:	• The LEC Membership of Local 237 • OPSEU
Meeting Times:	• Weekly caucus with Union reps on UCC, Monthly with management

2. Employment Stability Committee (ESC) Collective Agreement, Articles 27.05, 28, 29

Number of Positions:	Four Full-Time *signed* members
Term of Office:	Same as the President
Method of Appointment:	President, Vice President, and the Chief Steward automatically become members while holding Office. The additional member and an alternate are elected at a General Meeting from within the signed membership.
Responsible for:	• Administration of the Joint Employment Stability Reserve Fund (JESRF) • Discussing planned staff reductions in caucus and with management (when Conestoga College decides to reduce Faculty complement).

- Determining methods to reduce the complement.
- Making recommendations to management with respect to long and short-term strategies to enhance employment stability.

Accountable to:

- The Local Executive Council
- Membership of Local 237
- OPSEU

Meeting Times:

- Caucus with Union reps as required
- Monthly with management

3. Workload Management Group (WMG) Collective Agreement, Article 11.02 B-G

Number of Positions: Four Full-Time signed members

Term of Office: Same as the President

Method of Appointment: President, Vice President, and the Chief Steward automatically become members while holding Office The additional member and an alternate are elected at a General Meeting from within the signed membership

Responsible for:

- Reviewing workload assignments for compliance to the Collective Agreement
- Resolving disputes and / or inequitable workload assignments
- Resolving faculty workload disputes and / or to represent disputes to the Workload Resolution Arbiter (WRA)
- Jointly selecting Workload Resolution Arbiters

Accountable to:

- The LEC
- Membership of Local 237
- OPSEU

Meeting Times:

- Caucus with Union reps as required
- As requested

4. LOCAL EXECUTIVE COMMITTEE (LEC)

Number of Positions:	30 signed members with at least One (1) Partial Load signed member
Term of Office:	Same as the President
Composition:	All active Stewards and Officers Note: The Board of Governor's representative is a non-voting Member of the LEC
Responsible for:	• Administrating the affairs of Local 237 • Adhering to OPSEU's policies and the bylaws of Local 237
Accountable to:	• The membership in its entirety • OPSEU
Meeting Times:	Monthly or as requested by the President
Quorum:	Fifty per cent of the total number of stewards

5. HEALTH AND SAFETY COMMITTEE

Number of Positions:	Approximately 18
Term of Office:	Same as the President
Method of Appointment:	Appointed by LEC in consultation with the President
Responsible for:	• Meeting monthly with the joint Health and Safety. • Promoting a healthy and safe working environment. • Ensuring compliance with the Health and Safety Act. • Assessing accident / incident reports and suggesting preventative measures. • Inspecting work areas as required. • Maintaining adequate levels of training.
Accountable to:	• The membership of Local 237 • The Health and Safety Act • Other applicable acts and Legislative Directives

Meeting times: Monthly

6. EMPLOYEE ASSISTANCE PROGRAM - EAP

Number of Positions: Two

Term of Office: Same as the President

Method of Appointment: Appointed by LEC in consultation with the President

Responsible for:

- Administrating the EAP program
- Analyzing statistical data
- Making recommendation to management
- Ensuring confidentiality within the program

Accountable to:

- The membership of Local 237
- The Health and Safety Act
- Other applicable acts and Legislative Directives

Meeting Times: Semi-annually when notice given by Human Resources
Chaired by Management
Agenda - As determined by events

7. COMMUNICATIONS COMMITTEE

Number of Positions: Maximum of 4 *signed* members of Local 237

Term of Office: Same as the President

Method of Appointment: Appointed by Local Executive Committee (LEC) in consultation with the President2nd Vice President, who automatically becomes Chair while holding Office. The additional members and an alternate are elected at a General Meeting.

Responsible for:

- Working with Local Executive Committee and Second Vice- President/Communication Officer

to coordinate production of newsletter, once each semester.

- Reviewing with the Newsletter Committee and Communication Officer all submissions for content and correct spelling, punctuation, and grammatical errors.
- Assisting in organizing submissions by section and subject and making draft layout of the newsletter.
- Reviewing all article files, draft layout, and camera-ready copies of figures, photos, etc. with the Newsletter Committee.
- Proofreading typeset copy and making corrections.
- Posting on Facebook in consultation with President.
- Posting on Twitter in consultation with President.

Accountable to:

- The membership of Local 237
- The President of Local 237
- Ontario Public Service Employees Union

Meeting times

As scheduled by the 2nd Vice-President/ Communication Officer

8. HARDSHIP COMMITTEE

Where a budget line for Hardship has been approved by the Local 237 General Membership, the following procedures shall apply.

These procedures do not apply during a strike. A separate Strike Hardship Committee is established in the event of a strike.

Purpose of the Expense

To provide financial assistance for members in good standing who find themselves in dire circumstances.

Local Hardship Committee

The Local Hardship expenses will be overseen by four members to be elected at the same time as the elections for Local Officers (every 2 years). Two of the members shall

be stewards (from different schools/departments) and two members shall not be stewards or trustees. Alternates may be elected.

Expenses

The Committee members are responsible for establishing and amending the criteria for access to hardship funds. The criteria must then be approved by the LEC (Local Stewards) prior to the consideration of any applications.

Decisions made by the committee shall be by majority. If required, the Local President can make a decision in the event of a tie. The Committee shall inform the Local Officers and the Applicant of their decision in writing. Only the Local Treasurer and one other signing officer (President or First Vice President) are able to disburse the funds and know the name of the members.

No decision by the Committee shall result in the Hardship budget line being exceeded. Where funds are insufficient, requests for funds must be made to the LEC and/or General Membership as required by OPSEU policy.

Member Access to the Funds
Access to the hardship funds will be through an application or recommendation process to the President. Written applications (without the member's name) or recommendations will be reviewed by the Local Hardship Committee to determine eligibility for assistance under the stated criteria and the amount to be granted. Where necessary, receipts, invoices, or proof of need should accompany the application. Confidentiality of member information will be maintained at all times during the process.

Each request for assistance is measured against the criteria. When a request does not fall within the criteria for assistance the Committee will, through the President notify the Applicant in writing. If the member qualifies for assistance the Committee will next determine the amount to be given based on the need and budget. In making its decision the Committee will take into consideration the type of hardship and the duration of the hardship.

Applications may be submitted at any time during the current fiscal year and funding will be applied against the budget for that year.

It is up to the General Membership, upon recommendation from the LEC, to determine the amount allocated to the Hardship budget. Unused amounts are not carried over to the next budget year.

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, Secretary, 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.

1. 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 (current rate 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.

2. Budgets

The budgets are set at a General Meeting. The normal budgetary items are:

Revenue	The Memberships	Costs and Expenses
Local Assessment	Donations	Printing
Interest on Investments	Flowers and Gifts	Telephone
LEC Expenses	Meals	Office Supplies
	Travel	Conventions
	Trustees' Honoraria	Recognition Events[1]

[1] OPSEU Constitution 12.2.1.

Dues Rebate Welcome Back BBQ(s)[2]

3. Criteria for Expenses

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

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

4. 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

[2] Shared expense with CAAT(S) and Conestoga College (1/3rd each)

and proof of her/his contribution payment to the CAAT Pension Plan prior to being reimbursed by the Treasurer.

5. Grants, Bursaries, Gifts and Charitable Donations

That the Local Executive Committee (LEC) approves all Grants, Bursaries, Gifts, and Charitable donations, etc. with the exceptions noted below:

a) That financial requests made at a General Meeting must be referred to the LEC for consideration at its next scheduled meeting.

b) That other college-wide faculty functions and college-wide faculty interests are funded to a maximum rate of One Dollar per member as approved by the LEC.

c) That members' new babies, health issues, bereavements, etc., be funded to a maximum of Fifty Dollars ($50.00) per issue. Additional costs may be approved by the Local Executive Committee (LEC).

d) That members' retiring be given a gift card for One Hundred Dollars ($ 100.00) per issue for their years of service and invited to join the OPSEU Retirees Group. The one time membership is paid by Local 237. They are also invited to either the recognition lunch or dinner depending on the time of year when they retire.

e) That stewards' retiring from office be given a gift card for Fifty Dollars ($ 50.00) for their service.

f) That officers' retiring from office be given a gift card for Fifty Dollars ($ 50.00) for their service.

g) That Trustees be issued a gift card for Two Hundred Dollars ($250.00) to recognize their time and work on each audit.

h) That student awards, bursaries, etc., be funded to a maximum of One Hundred Dollars ($100.00) as approved by the LEC.

i) That Local 237 support other striking locals to a maximum expense of One Thousand Dollars ($1000.00) per issue. Additional financial support may be approved by LEC.

j) That other financial requests must be of a college wide interest for the LEC to give its consideration.

k) That all approved Grants, Bursaries, Gifts, and Charitable donations be tabled at the General Meetings as part of the Treasurer's report.

6. 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).

7. Educationals 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 educationals 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)

1. These bylaws may be amended and any subsequent changes to them, must not be in conflict with the 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.

2. The secretary will serve notice to the membership at least ten calendar days prior to the General meeting of the proposed bylaw changes.

3. The proposed bylaw amendments will then be debated at the next General Meeting.

4. Bylaw amendments require a two-thirds majority of the members present for approval.

5. No supplemental bylaws or changes to them shall take effect until they have been approved by the President of OPSEU.

Article 12 OATH

1 All Officers elected at the Local or Unit level shall take the Oath of Office prescribed in Article 14.7 before being allowed to take office. The oath shall be administered at a general membership meeting or at a meeting of the LEC.29.9 Oaths

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

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

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.

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.