



## Local 354 Bylaws

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# Local 354 Bylaws

## Ontario Public Service Employees Union / Syndicat des employés de la fonction publique de l'Ontario

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## **Article 1 NAME**

**1.1** This organization shall be known as the Ontario Public Service Employees Union / Syndicat des employés de la fonction publique de l'Ontario (OPSEU/SEFPO) Local 354 and shall be a *single unit* local of employees eligible for membership in OPSEU/SEFPO who work at *Durham College of Applied Arts and Technology*.

## **Article 2 AIMS AND PURPOSES (Article 4 of the OPSEU/SEFPO 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 actively identify and dismantle anti-Black racism, anti-Indigenous racism, and all forms of racism and discrimination within its systems and structures so that all members have full access to services and can fully participate in the Union;
- g) To promote and defend the right to strike;
- h) To promote full employment and an equitable distribution of wealth within Canadian and international society;
- i) 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;
- j) To promote justice, equality, and efficiency in services to the public;
- k) 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.

## **Article 3 MEMBERSHIP (Article 6 of the OPSEU/SEFPO Constitution)**

**3.1** A Member shall remain in good standing provided they are:

- 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 OPSEU/SEFPO 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 Art. 16.10 of the OPSEU/SEFPO Constitution.
- f) Not penalized by failure to step down from an acting management or acting excluded management position under Article 3.8 of the OPSEU/SEFPO Constitution.

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.

**3.2.** Notwithstanding the provisions of any other article of the OPSEU/SEFPO 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.

**3.3** Notwithstanding the provision of Articles 3.1(b) and 3.2, a Member dismissed or improperly laid off by their 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, they must pay a uniform monthly amount of Union dues, not to exceed \$5, to be set by the Executive Board.

**3.4** 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.

**3.5** 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.

**3.6** A Shop Steward, Unit Steward, local officer, trustee, delegate, team or committee member who is temporarily assigned (seconded) by the employer from their normal workplace to another workplace within the bargaining unit, and who retains the right to return to their normal workplace, shall be entitled to continue to hold or seek re-election to the Union office or function in their normal workplace during the term of such assignment (secondment), provided they are 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.

**3.7.** A Shop Steward, Unit Steward, local officer, trustee, delegate, team or committee member who volunteers and is assigned or seconded by the employer from their 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 their office during the period of assignment or secondment. The Member shall be entitled to retain all other rights as a Member in Good Standing.

**3.8** 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 OPSEU/SEFPO 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 they 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. Within 60 days of election, selection, appointment, or ascension to any OPSEU/SEFPO office, whether the office is authorized by this Constitution or by OPSEU/SEFPO policy, the Member shall participate in mandatory OPSEU/SEFPO training on dismantling anti-Black racism, anti-Indigenous racism and other forms of racism and discrimination.

**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 the Union's harassment and discrimination or personal harassment policy (HDPP). Upon release of the final investigation report that details the finding of a breach of OPSEU/SEFPO's HDPP, the Executive Board will meet within two weeks of the release of the final report and make a determination on the members status. .

**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 OPSEU/SEFPO Constitution)**

5.1 Members of Local 354 shall be organized into working areas. The Members in each working area shall elect one or more Shop Stewards from among themselves.

5.2 The government of Local 354 shall be based on the Shop Steward system and election of Officers of Local Executive Committees shall be from among the Shop Stewards.

## **Article 6 STEWARDS' RESPONSIBILITIES AND RIGHTS (Article 8 of the OPSEU/SEFPO 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; and
- 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 OPSEU/SEFPO Constitution)**

7.1 The Officers of the Local, together with the remaining Shop Stewards shall constitute the Local Executive Committee (LEC). The Local shall have a President; Vice-President; Secretary; Treasurer; and Chief Steward. 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.

### **7.3 Term of Office**

**7.3.1** The term of office for Shop Stewards, Unit Stewards, and all Officers of LECs shall be not more than two years or less than one year.

**7.3.2** Any Member of the LEC may stand for re-election, provided that a Unit Steward must first have been elected or re-elected as a Shop Steward, and an Officer must first have been elected or re-elected as a Shop Steward.

### **7.4 Elections**

**7.4.1** 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.

**7.4.2** Mid-term vacancies occurring among Stewards or Members of LECs shall be filled promptly, by election in accordance with Article 29.4.1 of the OPSEU/SEFPO Constitution, except where the vacancy occurs within three months of the expiry of the term of office. In every case of filling a vacancy, the new incumbent shall serve only the unexpired portion of the term of office in question.

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

### **7.5 Duties of Officers of Locals**

#### **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.

#### **7.5.2 Vice-President**

The Vice-President shall 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.

#### **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.

#### **7.5.4 Treasurer**

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

#### **7.5.5 Chief Steward**

The Chief Steward shall coordinate and assist the Shop Stewards.

### **7.6 Trustees**

**7.6.1** Every Local shall elect an audit committee composed of at least two members to be known as Trustees. The Trustees shall be elected at a general membership meeting from among the members and may not hold any other office in any Local. They shall hold office for a two-year term, but at the first election in a Local the terms may be varied to provide subsequently for overlapping terms.

**7.6.2** The Trustees shall examine all books, records, and properties of their Local, including any Unit thereof, at least twice each year. All Officers of the Local are required to make available all necessary documents to the Trustees on reasonable notice. The Trustees shall file an audit report, in a form specified by Headquarters, to Headquarters at least once in every six months and shall also make a full report to the first general membership meeting following each audit.

## **Article 8 MEMBERSHIP MEETINGS (Article 29.7 of the OPSEU/SEFPO Constitution)**

**8.1** General membership meetings of all members of a Local shall be convened at least twice each year.

**8.2** The Order of Business at a general membership meeting shall be:

1. Call to order.
2. Territory and/or Land Acknowledgement.
3. Statement of Respect.
4. Adoption of agenda.
5. Minutes of previous meeting.
6. Business arising.

7. Treasurer's report.
8. Correspondence.
9. Initiation of new members.
10. Reports of Officers.
11. Reports of Committees.
12. Nominations and/or elections.
13. Unfinished business.
14. New business.
15. Adjournment.

In presenting an agenda based on the above Order of Business, the LEC should specify subjects under items 10, 11, 13, and 14. A Local may change the above Order of Business by bylaw or for any given meeting by giving reasonable advance notice.

**8.3** Locals shall follow the Rules of Order laid down in Article 13.11 of the OPSEU/SEFPO Constitution, the necessary changes being made, and shall otherwise be governed by Robert's Rules of Order.

**8.4** A special general meeting of the Local shall be convened upon the written request of at least ten per cent of the membership.

**8.5** Attendance and participation at Local meetings shall be exclusive to the members of that Local, except that others may attend at the invitation of the President or Executive of that Local or by assignment by the President of OPSEU/SEFPO.

**8.6. Quorums**

**8.6.1** This article defines the quorum for meetings of Units, Unit Committees, Local Executive Committees and the general membership of a Local.

**8.6.2** 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

## **8.7 Oaths (Articles 14.7 and 29.9 of the OPSEU/SEFPO Constitution)**

**8.7.1** All Officers elected at the Local or Unit level shall take the Oath of Office before being allowed to take office. The oath shall be administered at a general membership meeting or at a meeting of the LEC.

*"I, \_\_\_\_\_, promise that I will uphold and obey the Constitution and duly-authorized policies of the Ontario Public Service Employees Union, fulfil the obligations and responsibilities of my office to the best of my ability, and promptly deliver to my successor all monies, records, and other property of the Union in my possession at the close of my term in office.*

*I further promise to uphold the Union's commitment to dismantling anti-Black racism, anti-Indigenous racism and all forms of racism and discrimination, and I will actively participate in all required OPSEU/SEFPO training and/or initiatives."*

**8.7.2** All Shop and Unit 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.*

*I further promise to uphold the Union's commitment to dismantling anti-Black racism, anti-Indigenous racism and all forms of racism and discrimination, and I will actively participate in all required OPSEU/SEFPO training and/or initiatives."*

**8.7.3** Every new Member shall, as part of their application for membership in the Union, be required to sign a declaration containing the following words:

*"I, \_\_\_\_\_, solemnly promise to uphold and obey the Constitution and Bylaws of this Union, to assist my fellow members to improve their economic, political, and social conditions, to uphold the principles of democracy and fair play, and to do no deliberate wrong or harm to any other member of this Union.*

*I further promise to uphold the Union's commitment to dismantling anti-Black racism, anti-Indigenous racism and all forms of racism and discrimination."*

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.

**8.7.4** 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 OPSEU/SEFPO Constitution.

## **Article 9 FINANCIAL OPERATION (Article 29.10 of the OPSEU/SEFPO Constitution)**

**9.1** 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 or electronic funds transfer and shall be properly supported by receipts. The signing officers of the Local shall be any two of the President, Vice-President, Secretary, Treasurer and Chief Steward.

**9.2** Financial control of Units shall rest with the Local Executive Committee. The Local and/or units 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.

**9.3** The LEC shall present a budget to the annual general membership meeting of the Local.

**9.4** Where a local has identified honorariums the following line will be added: Honorariums are to be processed and issued by head office to ensure appropriate taxes are deducted and remitted on behalf of the local and for the issuance of the T4A.

## **Article 10 SUPPLEMENTAL STRIKE DUTY PAY**

**10.1** Members will be paid a local supplement during a full strike.

**10.2** Members must be in good standing.

**10.3** Payment will be made to those members who have completed a full week of strike duty as per the strike manual (a minimum of 4 hours per day for 5 days).

**10.4** Submission of supplemental pay shall be paid in weeks 1, 2 and 3 of a strike in the amount of \$300 per week. (*Note: OPSEU/SEFPO strike pay is a maximum of \$250 per week in weeks 1, 2 and 3.*) Supplemental pay shall continue in weeks 4 and 5 in the amount of \$200 per week. (*Note: OPSEU/SEFPO strike pay is a maximum \$350 per week in weeks 4 and 5.*) Supplemental pay beyond week 5 shall be determined by the LEC taking into account the status of the contingency fund at that time.

**10.5** Attendance records shall be kept in a manner to be agreed upon by the LEC and must be submitted to the finance committee to support supplemental strike pay.

**10.6** Strike pay shall be made from the local's contingency fund.

## **Article 11 ANNUAL LOCAL LEVY REVIEW**

11.1 The Local Executive Committee shall report annually on the local levy to the membership at the fall General Membership Meeting (GMM). The report shall include but not be limited to:

11.1.1 The total of all levies collected/projected for the current calendar year.

11.1.2 The total amount of levies transferred to the local's contingency fund.

11.1.3 The status of the contingency fund.

11.2 Any amendments to the local levy structure shall be effective in January of the year following the passing of the amendment.

## **Article 12 IN MEMORIAM DONATIONS**

**12.1** Should a current member of the Local pass away, the local shall make an in-memoriam donation in the amount of \$100 to the charity indicated in the deceased member's obituary. If no such charity has been identified, the Local will make the donation to a labour-related charity. Such donations will be subject to the availability of sufficient funds and shall be reported on annually at the fall GMM.

## **Article 13 - OPSEU DELEGATE AND ALTERNATE EXPENSES**

**13.1** All duly elected delegates to OPSEU/SEFPO events shall have their meals, mileage, hotel, and parking expenses covered by OPSEU/SEFPO as per OPSEU/SEFPO Policy. All duly elected alternates to OPSEU/SEFPO events shall have their meals, mileage, hotel, and parking expenses covered by the Local as per OPSEU/SEFPO expense rates and guidelines. Given OPSEU/SEFPO expense restrictions (i.e. parking & hotel), reasonable expenses incurred by delegates or alternates that exceed OPSEU/SEFPO reimbursement shall be covered by the Local subject to the approved operating budget.

**13.2** In recognition of the fact that some OPSEU/SEFPO functions are multi-day events, individuals putting themselves forward as alternates shall declare their availability at the time of nomination. Full attendance at events is required to ensure the transfer of credentials/votes from delegates if required.

**13.3** Alternates failing to attend the event as declared at the time of nomination may not be reimbursed by the Local. Should such circumstances arise, a final determination with respect to expense reimbursement will be made by a majority vote of the LEC.

## **Article 14 AMENDMENTS (Article 12.5.1 of the OPSEU/SEFPO Constitution)**

**14.1** These Bylaws may be amended, and any subsequent changes to them, must not be in conflict with the OPSEU/SEFPO Constitution and must be adopted by at least two-thirds of the Members voting at a regular or special general membership meeting of the Local for which reasonable notice has been given to all Members of the intention to deal with the Local's bylaws.

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