

C.U.P.E. LOCAL 218
BY-LAWS
June 2017

SECTION 1: NAME

The name of this Local shall be: Canadian Union of Public Employees Local 218. (The Durham District School Board and the Durham Catholic District School Board.)

SECTION 2: OBJECTIVES

The objectives of the Local are to:

- (A) Secure adequate remuneration for work performed and generally advance the economic and social welfare of its members and all workers;
- (B) Support CUPE in reaching the goals set out in Article II of the CUPE Constitution;
- (C) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- (D) Encourage the settlement by negotiation and mediation of all disputes between the members and their employers.
- (E) To promote and support labour friendly political actions.
- (F) It is understood that an elected member can be removed from office if the elected member fails to attend three consecutive membership meetings, three consecutive committee meetings or three consecutive executive meetings without good and sufficient reason as stipulated in the current CUPE Constitution.

SECTION 3: INTERPRETATIONS AND DEFINITIONS

- 1) Numbers of Articles at the end of sections or sub-sections refer to relevant articles of Appendix "B" of the current CUPE Constitution which should be read in conjunction with these By-Laws.
- 2) Office refers to CUPE Headquarters, Ottawa, and the abbreviation "CUPE" is always used with a connotation, unless stated otherwise.

SECTION 4: MEMBERSHIP MEETINGS - REGULAR AND SPECIAL

- (A) Regular membership meetings shall be held each month on the fourth (4th) Sunday of the month at 7:00 p.m. SHARP, meetings won't go beyond 9:00 p.m. unless voted upon by majority of present members. No membership meeting shall be held in June, July, August and December. In the months that there are no general membership meetings, the Executive will have the right to carry on the Local's business. If a statutory holiday intervenes with the general membership meeting, the Executive Board shall give adequate notice of any change in the date of the regular meeting.
- (B) Special Membership meetings may be ordered by the President or when requested by the majority of Executive Board members, or in writing to the Recording Secretary, by no fewer than 20 members. The President shall immediately call a special meeting when so ordered or requested and shall see that all members receive at least twenty-four (24) hours notice of the special meeting and the subject(s) to be discussed. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.
- (C) Membership and Special Meetings shall be held on a week-end day.
- (D) A quorum for the transaction of business at any regular or special meeting shall be twenty-four (24) members, including, at least three (3) members of the Executive Board. In the event that a quorum is not present within fifteen (15) minutes after the scheduled time for beginning a membership meeting, the chairman shall declare all business referred to the Executive Board for their execution and shall adjourn the meeting.
- (E) The order of business at regular membership meetings is as follows:
 - 1. Roll Call of Officers
 - 2. Reading of the Equality Statement
 - 3. Voting on New Members and Initiation
 - 4. Reading of Minutes of Previous Meeting
 - 5. Matters Arising Out of the Minutes
 - 6. Secretary-Treasurer's Report
 - 7. Communications and Bills
 - 8. Executive Board Report
 - 9. Reports of Committees and Delegates
 - 10. Nominations, Elections, or Installations
 - 11. Unfinished Business
 - 12. New Business
 - 13. Good of the Union
 - 14. Adjournment

SECTION 5: VOTING OF FUNDS

Except for ordinary expenses and bills as approved at membership meetings, no sum over one hundred dollars (\$100.00) shall be voted for the purpose of a grant or contribution to a member(s) or any cause(s) outside of CUPE unless a notice of motion is made at a regular membership meeting and then approved at the following regular or special membership meeting. The approval meeting must be no earlier than seven days after the meeting where notice of motion has been given.

SECTION 6: OFFICERS

The Officers of the Local shall be the President, Vice-President, Secretary-Treasurer, Recording Secretary, Sergeant-At-Arms and three trustees.

SECTION 7: EXECUTIVE BOARD

- (A) The Executive Board shall comprise of (4) officers, (President, Vice-President, Recording Secretary, Secretary-Treasurer) plus each Chairperson, or an Appointee, from the Bargaining Committees. As per Appendix B of the CUPE Constitution, no member may hold more than one elected position on the Executive Board. In addition to the members of the Executive Board, all members may attend Executive Meetings with voice but without vote. Any member wishing to make a presentation shall notify the Recording Secretary prior to the meeting.
- (B) The Board shall meet at least once every month prior to the regular General Membership Meeting of the local union.
- (C) A quorum of the Executive Board shall consist of five (5) or more of the Executive members.
- (D) The Executive Officers shall hold title to any real estate of the Local as Trustees for the Local. They shall have no right to sell, convey or encumber any real estate without first giving notice and submitting the proposition to a membership meeting and having such proposition approved.
- (E) The Board shall do the work delegated to it by the Local and deal with all grievances of members as submitted to the Board in the reports of the Grievance Committees. The Board shall be held responsible for the proper and effective functioning of all Committees.
- (F) All charges against officers or members shall be made in writing and dealt with in accordance with the CUPE Constitution.

- (G) Failure to attend (3) three consecutive membership meetings or three consecutive executive meetings of any committee or fulfill the necessary duties and educational requirements as prescribed by the Executive (within one (1) year of being elected) of which they are a member, without furnishing an acceptable reason to the President of the Local and the By-Laws Committee for their absence shall result in the member's automatic removal from such office or committee and all monies withheld until the appeal process has been completed. Any member so removed, who has submitted an excuse for absence which has been rejected by the Executive Board of Committee may, if they so desire, lodge with the Recording Secretary of the Local an appeal against the decision. All such appeals shall be considered at the next regular general membership meeting under the heading of Executive Board recommendations, and the decision by majority vote of such meeting shall be final subject to the decision or any appeal under the CUPE Constitution.

Any member removed from office, for a violation of section 7 shall not be permitted to be a candidate for the vacancy thus created. Their office shall be declared vacant at the next membership meeting and shall be filled by an election at a special or membership meeting held within 90 days of the position being declared vacant.

SECTION 8: DUTIES OF OFFICERS

The PRESIDENT shall:

- The President of C.U.P.E. Local 218 shall be a full time paid position;
- Enforce the CUPE Constitution and these By-Laws;
- Preside at all meetings and preserve order;
- Decide all questions of order and procedure (subject always to appeal to the membership);
- Have a vote on all matters (except appeals against the President's rulings
- Be empowered to employ necessary assistance or emergency "Leave of Absences" for members to be paid out of the Local's funds. All such expenditures shall be reported to the membership at general membership meetings by way of a separate item in the financial statement;
- Enforce Board of membership decisions on fines and penalties;
- Ensure that all officers, executive board members and all committees perform their assigned duties;
- Fill committee vacancies where elections are not provided for;
- Introduce new members and conduct them through the initiation ceremony;
- Sign all cheques and ensure that the Local's funds are used only as authorized or directed by the CUPE Constitution, By-Laws, or vote of the membership;
- Be allowed necessary funds, not to exceed one hundred dollars (\$100.00) monthly, for reimbursement, any expenses, supported by vouchers, incurred on behalf of the Local;
- Have first preference as a delegate to all Conventions, Conferences and Councils;
- That the President be bonded (signing officer) for an amount decided at a membership meeting in accordance with CUPE guidelines.
- On termination of office, surrender all books, records and other properties of the local union to their successor in a timely fashion.

The VICE-PRESIDENT shall:

- Perform all duties of the President if he/she is absent or incapacitated;
- If the office of the President falls vacant, become Acting President until a new President is elected;
- Be a member of each Standing Committee;
- Render assistance to any member of the Board as directed by the Board;
- In the event the President is unable to attend all Conventions, Conferences or Councils, be allowed first choice to attend;
- The Vice-President shall be elected from the Durham Catholic District School Board if the President is elected from the Durham District School Board or vice versa.
- The Vice-President shall be bonded, and will have signing authority.
- On termination of office, surrender all books, records and other properties of the local union to their successor in a timely fashion.

The SECRETARY-TREASURER shall:

- Make a full financial report to meetings of the Executive Board and written financial reports to each regular membership meeting.
- Make all books available for inspection by the Trustees and/or auditors on reasonable notice. Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees.
- Receive all revenue, initiation fees, dues and assessments, keep a record of each member's payments, and deposit promptly all money with a bank or credit union;
- Prepare all CUPE Per Capita Tax Forms and remit payment to the Union on or about the 15th day of each month;
- Record all transactions in a manner acceptable to the Board and in accordance with good accounting practices;
- Be bonded (signing officer) for taking into account the assets of the Local and the amount of cash and cheques handled by the Secretary-Treasurer, through the master bond held by the Office. Any Secretary-Treasurer who cannot qualify for a bond shall be disqualified from office and all properties and assets, etc., must be turned over to the successor;
- Pay no money unless supported by an expense voucher duly signed by the President/Vice President except that no voucher shall be required for payment of per capita fees to any organization to which the Local is affiliated;
- Provide the Trustees with any information they may need to complete the audit forms supplied by CUPE;
- Notify all members who are one month in arrears and report to the Board all members two or more months in arrears;
- The Secretary Treasurer shall have signing authority;
- Be responsible to record all alterations to the By-laws.
- Sign all cheques and ensure that the Local Unions funds are used only as authorized or directed by the CUPE Constitution, Local union bylaws, or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences.
- Be responsible for maintaining, organizing, safeguarding, and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE, as well as records and supporting documents for all income received by the Local Union.
- On termination of office, surrender all books, records and other properties of the local union to their successor in a timely fashion.

The RECORDING SECRETARY shall:

- Keep full, accurate, and impartial account of the proceedings of all regular or special membership, Executive Board meetings. These records must also include a copy of the full financial report (Executive Board meetings) and the written financial report (membership meetings) presented by the Secretary Treasurer. The record will also include Trustee reports.
- Record all motions, with the mover's and seconder's names, in the Minute Book of the Local;
- Record all alterations to the By-Laws if the Chair of the By-Laws is unable to do so;
- Answer correspondence and fulfill other secretarial duties, as directed by the President;
- File a copy of all letters sent out and keep on file all communications as designated by the Executive Board at the designated union office;
- Prepare and distribute all circular and notices to members;
- Have all books and papers ready on reasonable notice for the Trustees;
- Preside over Membership and Board Meetings in the absence of both the President and Vice-President.
- On termination of office, surrender all books, seals and other properties of the Local to their successor in a timely fashion.

The SERGEANT-AT-ARMS shall:

- Guard the inner door at all meetings and admit no one but members in good standing, officers and officials of CUPE, except on the order of the President and by consent of the members present;
- Not permit any member to retire from a meeting prior to a vote without permission of the Chairperson;
- Assist the Vice-President and Recording Secretary in maintaining the record of membership attendance at meetings;
- Remove: Examine all present at meetings and report to the Chairperson any without membership and allow none without membership to remain;
- Perform such other duties as may be assigned by the Board from time to time.
- On termination of office, surrender all books, records and other properties of the local union to their successor in a timely fashion.

The TRUSTEES shall;

- Act as an auditing committee and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary and the Standing Committees semi-annually;
- Report their findings to the first membership meeting following the completion of each audit;
- Be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization;
- Ensure that proper financial reports have been made to the membership;
- Audit the record of attendance;
- Inspect at least half-yearly any stocks, bonds, securities, office furniture and equipment, titles or deed to property that may at any time be owned and/or leased by the Local and report their findings to the membership;
- Use audit forms supplied by the Office and send a copy of each half-yearly audit to the Secretary Treasurer in accordance with the Provisions of CUPE Constitution;
- Will not hold any other Executive position within the Local.
- Make a written report of their findings to the first membership meeting following the completion of each audit.
- Submit in writing to the President and Secretary Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Unions funds, records, and accounts are being maintained by the Secretary Treasurer in an organized, correct, and proper manner.
- Send to the Secretary Treasurer, with a copy to the assigned Servicing Representative, the following documents:
 - i. Completed Trustee Audit Program;
 - ii. Completed Trustees' Report;
 - iii. Secretary Treasurer Report to the Trustees;
 - iv. Recommendations made to the President and Secretary Treasurer of the Local Union
 - v. Secretary Treasurer's response to recommendations;
 - vi. Concerns that have not been addressed by the Local Union Executive Board.
- On termination of office, surrender all books, records and other properties of the local union to their successor in a timely fashion.

SECTION 9: FEES, DUES AND ASSESSMENTS

(A) Initiation Fee:

Initiation and Readmission Fees: A Local Union will charge an initiation and readmission fee of \$1.

(B) Monthly Dues:

The monthly dues for all members shall be 2% of basic earnings including Cost of Living Allowance, excluding overtime, and be it further understood, that at no time shall C.U.P.E. Local 218's operating account be depleted below \$500,000.00. All monies in excess of \$500,000.00 shall be considered Special Defense Fund.

(C) Changes in the monthly dues can be effected only by following the procedure for amendment of these By-Laws (see Section 13) with the additional provision that the vote must be by secret ballot.

(D) Notwithstanding the above provisions, if the CUPE Convention raises minimum fees/and/or dues above the level herein established, these By-Laws will be deemed to have been automatically amended to conform to the new CUPE minima.

(E) Assessments

(a) Any assessment must be approved by a majority of members voting in a referendum or at a regular or special membership meeting. All members must receive adequate notice of the proposed assessment. If the vote is held at a special meeting, the notice must be adequate and at least seven days. A majority of members can require a vote by secret ballot. An assessment must be approved by the National President before it is applied.

(b) An assessment must be applied for a specific purpose and for a specific length of time. A continuing assessment must be reviewed at least every six months at a regular membership meeting unless it was approved in a referendum vote.

(c) A Service Division will follow its bylaws if it has the authority to apply an assessment for its Local Unions.

(d) An assessment does not mean or include regular monthly dues.

SECTION 10: NOMINATION, ELECTION AND INSTALLATION OF OFFICERS(A) Nominations:

Nominations for all elected positions (including Stewards) shall be accepted during the September membership meeting and candidates nominated shall either stand for the position or decline the nomination. The Returning Officer shall be nominated and elected at this same meeting.

No Nomination shall be accepted unless the Member is in attendance at the meeting or has allowed to be filed at the meeting. Their consent in writing duly witnessed by another member and has maintained a minimum attendance record of at least 50% at General Membership Meetings in the previous school calendar year (September-May). This shall apply to all elected positions.

(B) Elections:

- a. The Executive Board shall determine the form of the ballot and ensure that sufficient quantities are made available to the Returning Officer (48) hours prior to Elections.
- b. The Returning Officer shall be responsible for issuing, collecting and counting ballots. They must be scrupulously fair and impartial and see that all arrangements are unquestionably democratic.
- c. At a membership meeting, at least one month prior to Election Day, the President will, subject to the approval of the members present, appoint an Elections Committee consisting of a Chief Returning Officer and assistant(s). The committee will include members of the Local Union who are neither Officers nor candidates for office. The Elections Committee shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential. The National Representative assigned to the Local Union shall serve as an advisor to the committee when requested by the Local Union.

The Elections Committee will determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Chief Returning Officer. The Chief Returning Officer will be responsible for issuing, collecting, and counting ballots. The Chief Returning Officer must be fair and impartial and see that all arrangements are unquestionable democratic.

All election complaints by members will be submitted in writing to the Chief Returning Officer as soon as possible but in no circumstances will a complaint be valid if it is filed later than seven days after the election. The Chief Returning Officer in conjunction with the Elections Committee will investigate the complaint and issue a ruling as soon as practical and report the ruling to the very next regular membership meeting.

- d. The voting shall take place at a special membership meeting to be held the third Saturday in November. The vote shall be by secret ballot of members present. When an election is being held to elect a committee comprising of more than one (1) person, a ballot will only be considered valid if it contains up to the maximum number of names for that committee.
- e. Voting to fill one office shall be conducted and completed, and recounts dealt with, before balloting may begin to fill another office.
- f. Elections shall be conducted by a secret ballot, one delegate equals (=) one vote. All single positions to be elected (i.e. President, Vice-President etc) shall be elected by simple majority vote. All multiple committee positions (i.e. Bargaining Committee, Education Committee, Social Committee etc.) shall be elected by a plurality vote.

- g. In the event of a tie vote, a second and subsequent ballot(s) will be taken if necessary until a candidate receives a majority of votes cast and can be declared elected. In the event the tie vote persists, subsequent ballots may be deferred to the next membership meeting.
- h. Any candidate may request a recount of the votes for any election and a recount shall be conducted at that meeting if the request is supported, in a vote, by at least the number of members equal to the quorum for a Membership meeting as laid down in Section 4.
- i. A committee of 6 or more members for the purpose of distributing and counting of ballots, shall be chosen by the membership immediately preceding the election.
- j. No member may vote by proxy.
- k. Each candidate shall be allowed one (1) scrutineer at the ballot count.

(C) Installation:

- a. All duly elected members shall be installed at the meeting at which elections are held and take office on January 1st following elections. They shall continue in office for two years or until a successor has been elected and installed provided, however, that no term of office, except for Trustees, shall be longer than two years.
- b. The terms of office for Trustees shall be as laid down in the CUPE Constitution.

(D) By-Elections:

Should an office become vacant due to a Resignation or a New Office created it shall be filled by an election at a General or Special Meeting within 90 days of becoming vacant or created.

Elections for the positions of President, Vice-President, Bargaining Committees and Stewards will be held on “even” years alternating 2 year terms with the positions of Secretary-Treasurer, Recording Secretary and Sergeant-At-Arms, held on “odd” years.

SECTION 11: DELEGATES TO CONVENTIONS

- (A) Except for the President’s option (Section 8a) or Vice-President’s option (Section 8b) all delegates to conventions shall be chosen at the discretion of the Executive Board and with the approval of the membership.

- (B) Delegates elected or appointed to the Oshawa and District Labour Council, and Durham/Northumberland District CUPE Council shall be elected for a 2 year term. An official reporter for these delegates shall be appointed for a 2 year term by the President in consultation with the Executive from amongst these delegates, and he/she shall be required to report at each membership meeting of the Local on proceedings at recent meetings of the Labour Council.
- (C) Delegates elected to conventions or seminars held outside of the Durham Regions, shall have their transportation expenses paid according to their current union transportation policy, out of pocket expense of \$80.00 dollars per day for expenses and an amount equal to any loss of salary necessitated at the conventions or seminars, plus accommodation expenses. However, if such convention, conference or seminar is no longer than half-day (4 hours or less) in length, the rate shall be \$40.00 dollars per day for out of pocket expenses. The exception to the above shall be when meals are included in the registration fee. In this case the out of pocket expense shall be reduced by \$20.00 dollars per meal included in your registration.
- (D) Delegates to conventions or seminars held within the Durham Region shall have, out of pocket expense of \$40.00 dollars per day, (5 hours or more) plus mileage payable at the rate per kilometer as stated in their respective collective agreements, and compensation for any loss of salary necessitated by attendance at the convention or seminar. However, if the conference or seminar is less than 4 hours the out of pocket expense shall be \$20.00. The exception to the above shall be when meals are included in the registration fee. In this case the out of pocket expense shall be reduced by \$10.00 per meal included in your registration. Out of pocket expense does not apply to functions provided in house.
- (E) Members who do not attend paid functions in which they have been enrolled without an acceptable reason, and notification to the President; will be required to reimburse the Union all monies that were paid on their behalf.
- (F) All delegates to conventions, seminars and/or conferences will choose a representative(s) of the delegation to write/or report for the membership, no later than the next general membership meeting following the conventions, seminar and/or conference, to be filed at the Locals' office.

SECTION 12: COMMITTEES

Confidentiality is the utmost responsibility of any member, on any committee. Any breach of confidentiality, of the committee member, will be made in writing and dealt with in accordance with the Trial Procedure provisions of the CUPE Constitution.

Anyone in an elected/appointed position, having been awarded a management position, will be deemed to have immediately resigned from their elected/appointed position(s). The vacant position will be filled in accordance with Section 10 (D)

In taking any position, other than a representative of CUPE 218, all out of pocket expenses will cease from that date forward.

- On termination of office, surrender all books, records and other properties of the local union to their successor in a timely fashion.

(A) Negotiating/Grievance Committee

This shall be a committee elected by a plurality of ballots cast, from the Stewards election held in November of “even” years. The function of the committee is to prepare collective bargaining proposals in conjunction with Workers Safety Insurance Board and Health and Safety Committee recommendations to negotiate a collective agreement. The committee shall consist of at least five (5) members from the Durham District School Board Custodial and Maintenance Unit, four (4) members from the Durham District School Board Office, Clerical and Technical Unit, three (3) members from the Durham District School Board Continuing Education Unit, three (3) members from the Durham Catholic District School Board Custodial and Maintenance Unit, three (3) members from the Durham Catholic District School Board Secretarial, Technical and Clerical Unit, four (4) members from the Durham District School Board Educational Assistants’ Unit, and three (3) members from the Durham Catholic District School Board Educational Assistants’ Unit. The Chairperson of each committee shall be elected through a recorded vote by the members of the newly elected committees.

The Local Union President, or his/her appointee, shall assist and be a voting member of all bargaining committees. The CUPE Representative assigned to the Local shall be a non-voting member of the Committees, and shall be consulted at all stages from formulating proposals through negotiations, to contract ratification by the membership. The Committee shall process all grievances not settled at the initial stage and its report shall be submitted first to the Executive Board, with a copy to the CUPE Representative, and then to a membership meeting with the committee and executive board recommendations. Grievances must be in writing on the forms provided by the Office and be signed by the complainant or complainants, as provided for in the collective agreement. In the event any group are in the process of negotiating a new collective agreement the existing committee shall continue until the new collective agreement is signed, then the new committee will take office. Failure to attend any three (3) meetings of any committee or fulfill the necessary duties and educational requirements as prescribed by the Executive (within (1) year of being elected), shall be subject to the terms of Section 7 (g).

- On termination of office, surrender all books, records and other properties of the local union to their successor in a timely fashion.

Responsibilities of the Chairperson of the Negotiating/Grievance Committee:

- Chair all meetings of their committee;
- Give a verbal report to the Executive and Membership regarding the happenings within the unit and of their monthly meeting;
- Keep the President or his/her appointed designate informed of all happenings within the unit;
- Convene a meeting of the committee, plus stewards at least monthly.
- On termination of office, surrender all books, records and other properties of the local union to their successor in a timely fashion.

(B) Special Committees:

Special Ad Hoc committees may be established for a specified purpose and period by the membership at a meeting. The members shall be elected at the same or another membership meeting or may, by specific authorization of the membership, be appointed by the President of the Executive Board. Two members of the Board may sit on any special committee as an ex-officio member. Durham/Northumberland District CUPE Council shall have 3 delegates and 3 alternates. Durham Labour Council shall have up to 18 delegates.

- On termination of office, surrender all books, records and other properties of the local union to their successor in a timely fashion.

(C) Standing Committees:

The Chairperson of each standing committee shall be elected by a recorded vote by the newly elected Committee. The Chairperson and the Executive Board may, with the concurrence of the membership, jointly appoint other members to serve on a committee. The Vice-President shall be a member of each committee.

The following Standing Committees are:

1. Education Committee:

Shall be elected at the January General Membership Meeting of “even” years and consist of (3) three members.

It shall be the duty of this committee to:

Recommend representatives of the Local at any appropriate and available educational functions based on suggestions received from the various union committees or from members. Recommendations are to be submitted to the Executive Board for approval as per Education Policy.

Co-operate with the Educational and Public Relations Department of CUPE, and with the Regional Education Representative, in implementing both the Local's and CUPE's policies in these fields.

This committee must meet at least six (6) times per year, or as deemed necessary.

Members at large and in good standing, may attend Educational functions held within Durham Region.

- For educational functions, to be held outside of Durham region, members may submit a request to the Education Committee for permission to attend subject to approval. Pre-requisites may be required to attend training.
- On termination of office, surrender all books, records and other properties of the local union to their successor in a timely fashion.

2. Social Committee:

Shall be elected at the January General Membership Meeting of "even" years and consist of up to (6) six members. This Committee must meet (4) four times per year and submit reports to Membership Meetings.

It is the function of this committee to arrange and conduct all social and recreational activities of the Local either on the committee's own initiative or as a result of decisions taken at membership meetings. The committee shall submit reports and proposals to the Executive Board or to the membership as required. A ceiling for the Committee's net expenditures shall be fixed annually by the membership. The Executive Board shall be held responsible for the proper and effective functioning of this committee.

- On termination of office, surrender all books, records and other properties of the local union to their successor in a timely fashion.

3. Constitution and By-Laws Committee:

Shall be elected at the January General of "even" years. This Committee must meet (1) once per year.

This Committee shall be composed of the President, Vice-President, Secretary-Treasurer and four members outside the executive voted in by the membership. It shall be the duty of this committee to enforce and to review the By-Laws and Policies of the Local from time to time and submit recommendations for changes and/or additions to these By-Laws and Policies to the membership for approval.

Committee is to have day leave of absence when meeting.

- On termination of office, surrender all books, records and other properties of the local union to their successor in a timely fashion.

4. Health & Safety Committee:

Shall consist of up to (1) one member appointed by the President, in consultation with the Executive from each of the (7) seven Bargaining Units.

Some of the duties performed by this committee include:

- Be responsible for providing recommendations and language to the negotiating/grievance committee;
- Attend all Joint Health & Safety Meetings;
- Investigate critical injuries and work refusals;
- Receive, consider, track and resolve worker Health and Safety concerns;
- Make recommendations to the employer;
- Promote and monitor compliance with the Occupational Health and Safety act and regulations;
- Encourage the settlement and mediation of all disputes between members and their employers in accordance with the Occupational Health and Safety Act;
- Durham Catholic District and Durham District School Board Health and Safety representatives will meet together at least 2 (two) times per year. Additional meetings may be added after written requests to the President.
- The committee will submit a report of their meetings to the President and report at General Membership Meetings.
- Be a liaison to the bargaining committees.
- After Joint H&S Committee meetings, submit a written report to the President
- Vacancies in this Committee created by resignation, or by the removal of a member by the membership shall be announced in the following newsletter. Vacancies shall be filled by appointment within 90 days of the position being declared vacant.
- On termination of office, surrender all books, records and other properties of the local union to their successor in a timely fashion.

5. Retiree's Committee:

A retired member, in good standing, shall be entitled to attend general membership meetings of the Local with voice but no vote. They may be allowed to participate on any committees, subject to the discretion of the Executive Board. (No out of pocket expenses) All one (1) time fees to register to the Municipal Retirees' Organization of Ontario (MROO), and Durham Region CUPE Council Retirees Chapter lifetime membership fee will be paid by C.U.P.E. Local 218.

- On termination of office, surrender all books, records and other properties of the local union to their successor in a timely fashion.

6. Political Action Committee:

This committee shall consist of one (1) chairperson and up to ten (10) members. (No out of pocket expenses) The Political Action Committee will be responsible to make recommendations on associations/donations to be approved by the membership.

- On termination of office, surrender all books, records and other properties of the local union to their successor in a timely fashion.

7. Job Evaluation Committee:

Each member on the respective Job Evaluation Committee shall commit themselves to serve a minimum of three (3) years in the interest of continuity. This is an appointed position by the President. 1 representative from each Bargaining Unit of the Durham District School Board and the Durham Catholic District School Board, shall be appointed by the President, upon yearly review.

- On termination of office, surrender all books, records and other properties of the local union to their successor in a timely fashion.

SECTION 13: AMENDMENT

- (A) These By-Laws are always subordinate to the CUPE Constitution including Appendix “B”. As it now exists or may be amended from time to time, and in the event of any conflict between these By-Laws and the CUPE Constitution, the latter shall govern. Constitutional Interpretation, including determination of conflict, is the prerogative of the National President. (CUPE Constitution Article IX, 9.2 (c).)
- (B) These By-Laws shall not be amended, added to, or suspended except upon a majority vote of those present and voting at a special or regular membership meeting following 7 days notice at a previous meeting or 60 days written notice
- (C) No change in these By-Laws shall be valid and take effect until approved by the National President of CUPE. The validity shall date from the letter of approval of the National President.

SECTION 14: RULES OF ORDER

All meetings of the Local shall be conducted in accordance with the basic principles of Canadian Parliamentary Procedure. Some of the more important rules to ensure free and fair debate can be found below. These rules shall be considered as an integral part of the By-Laws and may be amended only by the same procedure used to amend the By-Laws. In situations not covered by Section 14, the CUPE Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot’s Rule of Order shall be consulted and applied.

1. The President or, in his/her absence the Vice-President, shall take the chair at all meetings. In the absence of both the President and Vice-President, the Recording Secretary shall act as President, and in their absence a President protem shall be chosen by the Local.
2. No member, except the Chairperson of the committee making a report or the mover of a resolution, shall speak more than five minutes, or more than once on the same question without the consent of the meeting or until all who wish to speak have had an opportunity. Chairman and movers of a resolution shall be limited to fifteen minutes, except with the consent of the meeting.
3. The President shall state every question coming before the Local, and before allowing debate therein, and again immediately before putting it to the vote, shall ask "Is the Local ready for the question?" Should no member rise to speak, the question shall then be put.
4. A motion to be entertained by the presiding officer must be moved and seconded, both mover and seconder must rise and be recognized by the chair.
5. A motion to amend, or to amend an amendment shall be in order, but no motion to amend an amendment to an amendment, shall be permitted. No amendment or amendment to an amendment, which is a direct negative of the resolution shall be in order.
6. On motion, the regular order of business may be suspended, by a two-thirds vote of those present, to deal with any urgent business.
7. All resolutions and motions other than those made in Rule 17, or those to accept or adopt the report of a committee, shall, if requested by the presiding officer, be presented in writing before being put to the Local.
8. At the request of any member, and upon a majority vote of those present, a question may be divided when the sense will admit to it.
9. Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.
10. When a member wishes to speak on a question or to make a motion, they shall rise in their place and respectfully address the presiding officer, but, except to state that they rise to a point of order or a question of privilege, they shall not proceed further until recognized by the chair.
11. When two or more members rise to speak at the same time, the presiding officer shall decide which one is entitled to the floor.

12. Every member, while speaking, shall adhere to the question under debate and avoid all personal, indecorous, or offensive language, as well as any poor reflection on the Local or member thereof.
13. If a member, while speaking, is called to order, they shall cease speaking until the point is determined, if it is decided they are in order, they may again proceed.
14. No religious discussion shall be permitted.
15. The President shall take no part in debate while presiding, but may yield the chair to the Vice-President in order to speak on any question before the Local, or to introduce a new question.
16. The presiding officer shall have the same rights as other members in voting on any question. In case of a tie, they may in addition give a casting vote, or, if they so choose, refrain from breaking the tie, in which case the motion is lost.
17. When a motion is before the Local no other motion shall be in order except (1) to adjourn, (2) to put the previous questions, (3) to lay on the table, (4) to postpone for a definite time, (5) to refer, (6) to divide or amend, which motions shall have a precedence in the order named. The first three of these shall be decided without debate.
18. A motion for the previous question, which regularly moved and seconded shall be put in this form: "Shall the main question be not put?" If it is adopted, the President shall proceed to take the vote on the resolution and amendments thereto (if any) according to their priority. If an amendment or an amendment to an amendment is adopted, the original resolution, as amended, shall be put to the Local.
19. A motion to adjourn is in order except (1) when a member has the floor, and (2) when members are voting.
20. A motion to adjourn, having been put and lost, shall not be in order again, if there is further business before the Local, until fifteen minutes have elapsed.
21. After the presiding officer declares the vote on a question, and before the Local proceeds to another order of business, any member may ask for a division. A standing vote shall then be taken and the Secretary shall count same.
22. If any member wishes to challenge (appeal) a decision of the chair they must do so at the time the decision is made. If the challenge is seconded, the member shall be asked to state briefly the basis of their decision, following which the chairperson shall immediately and without debate put the question: "Shall the decision of the chair be sustained?" A majority vote shall decide except that in the event of a tie the chair is sustained.

23. After a question has been decided, any two members who have voted in the majority may, at the same or next meeting, move reconsideration thereof.
24. No member shall enter or leave a meeting during the reading of the minutes, the initiation of new members, the installation of officers, or the taking of a vote; and no member shall be allowed to leave without the permission of the President.
25. The Local's business and proceedings of meeting are not to be divulged to any persons outside the Local or who is not a member of the Canadian Union of Public Employees.

SECTION 15: STRIKE PAY - ASSESSMENTS

Effective the first day of a strike, all strikers who meet the requirements of the National Strike Fund will receive a maximum of \$60.00 per day, up to a maximum of \$300.00/week while on strike paid from Local 218's Defence Fund. The Strike Committee will determine the rules, including the number of hours per day and days per week required to qualify for Strike Pay.

SECTION 16: FULL-TIME WORKPLACE SAFETY AND INSURANCE BOARD AND BENEFITS REPRESENTATIVE

CUPE Local 218 shall have a permanent, paid full time WSIB and Benefits Coordinator to represent members of the Durham District School Board and the Durham Catholic District School Board and up to the equivalent of 3 permanent, paid half time. These will be applied for positions. The President and 1(one) member of the Executive shall interview candidates for this position and the successful applicant will be appointed to the position by the President

Since 1999 CUPE Local 218 members have been provided with the services to assist them in their WSIB, LTD, Ontario Disability Support Program (ODSP), Canada Pension Plan (CPP) and Employment Insurance (EI) Claims and Appeals. Therefore the Representative to be appointed to this position must have the following qualifications to obtain this permanent full-time position.

Must have completed the training and be certified under the Ontario Federation of Labour's (OFL) Training Program which is comprised of:

- A) Level 1- Front Line Advocacy
- B) Level 2- Workers' Representation
- C) Appeals and Dispute Resolution
- D) Return to Work
- E) Medical Orientation
- F) Duty to Accommodation

Duties to include:

Must be able to prepare and present an appeal on behalf of a worker up to and including The Tribunal Level (WSIAT).

Must be able to assist members with their Long Term Disability claims through the two (2) Boards of Education up to and including all appeal processes.

Must be able to assist and represent members with their Ontario Disability Support Program and Canada Pension Disability Plan, Applications and any appeals resulting from such application.

Must be able to assist and represent members with their Employment Insurance Claims and Disputes.

Must be able to assist and represent members with any other needs and gathering of information for any of the required claims outlined above.

Must be able to set up and maintain confidential files.

- On termination of office, surrender all books, records and other properties of the local union to their successor in a timely fashion.

SECTION 17: LOCAL 218 POLICIES

Policies of the membership which affect the functioning of the Local shall be listed in this booklet and available to members on the website. A new list of policies will be made available when the policies are changed from time to time by the membership.

Bereavement

Upon the death of a member, a bible will be presented to the member's family or donation to the charity of the family's choice (up to \$50.00) will be presented to the members' family.

Retirement Gift

Full-time employees shall receive TWENTY (\$20.00) dollars for each year they have been a member of the Union, up to a maximum of FOUR HUNDRED (\$400.00) dollars. Part-time employees shall receive TEN (\$10.00) dollars for each year they have been a member of the Union, up to a maximum of TWO HUNDRED (\$200.00) dollars.

Travel Allowance General

Elected members required to use their own vehicle for union business and members of the Executive Board required to travel to Executive Meetings shall be paid at the rate per kilometre at the higher of the rates agreed to in the Durham Catholic District School Board or Durham District School Boards' collective agreements. Any membership meetings shall not be included in the above. Any expenses must be approved by the President/Vice President or Secretary-Treasurer before payment is made.

Any mileage incurred by Committee Members while performing Union Business over and above their normal mileage going to and from work will be paid the going rate for extra mileage incurred. The Chairperson, on their chair days, will be paid the going rate to and from their workplace or home, whichever is closer.

Travel Allowance to Conferences, Conventions, Seminars

The mode of transportation to a conference, convention or seminar shall be determined by the President in consultation with the Executive. If it is decided to use private vehicles, the number of vehicles shall be limited to the minimum required to transport all the delegates. Only the driver of the vehicle will be reimbursed for mileage at the higher of the rates agreed to in the Durham Catholic District School Board or Durham District School Boards' Collective Agreements. Change to read: Delegates will be compensated in the most economical form of Public Transportation.

No Smoking

There shall be no smoking allowed at all Local 218's meetings in accordance with Municipal by-Laws.

Scholarships

C.U.P.E. Local 218 will award five (5) \$1,000.00 Scholarships to active Local 218 member's sons and daughters annually. One (1) of the Scholarships will be awarded in Memory of Len Bryne.

The Criteria for scholarship winners are:

1. The Scholarship recipient must be entering in September at least the second year of a "full time" course from an accredited publicly recognized post-secondary Institution.
2. Evidence of scholastic ability - a completed transcript with a minimum required 70% average will be required if declared a winner to qualify for the scholarship.
3. Applicants must be 30 years of age or younger. Proof required either a copy of Birth Certificate/Drivers license/Passport.
4. Applications must be sent in to the CUPE Local 218 Office by September 30th of current year.
5. The five winners will be drawn at the October General Membership Meeting.
6. The student will only be permitted to win once in a lifetime.

Out Of Pocket Expenses

The President, Vice-President, Secretary-Treasurer, Recording Secretary, Sgt.-At-Arms W.S.I.B. Co-Ordinator and Chairperson of each Bargaining Committee are to be paid quarterly. March 31st, June 30th, September 30th and December 31st. All other Out Of Pocket Expense allowances shall be paid bi-annually on June 30th and December 31st. Any other Out Of Pocket Expense shall be decided upon by the Executive Board subject to the approval of the membership.

The following list of members shall receive an annual out of pocket expense for performing their assigned duties. The out of pocket expense may be withheld if, in the opinion of the Executive Board, a satisfactory job has not been done. The person having the out of pocket expense may appeal the executive's decision at the next membership meeting. The membership vote shall be final.

The President will receive the top negotiated rate from all collective agreements based on a forty (40) hour work week.

The Secretary-Treasurer shall be a (½) half time paid position based on a 40 hour work week at the base rate of \$64,963.20, or regular wages, whichever is greater, based on a 40 hour work week. To be increased by the average negotiated wage increase for the local.

The Office Coordinator shall be a (1/2) half time paid position, appointed by the President, based on a 40 hour work week at the base rate of \$64,963.20, or regular wages, whichever is greater, based on a 40 hour work week. To be increased by the average negotiated wage increase for the local.

The OFFICE COORDINATOR shall;

- Contact contractors for quotes and be responsible for hiring and overseeing repairs ie: roof repairs, driveway surfacing, electricians, plumbers, snow removal, grass cutting....
- Cleaning and maintaining washrooms, kitchen, offices, board room, meeting room, supply rooms on a regular basis, including but not limited to; dusting, sweeping, washing floors, cleaning tables & chairs, toilets, sinks, counters, dishes, vacuum
- Upkeep of outside of building and property ie: clean windows, sweep walkways, clean debris from building and grounds
- Set up and clean-up of meeting rooms
- Maintain fire extinguishers, AED and alarm
- Anticipate, maintain and replenish supplies
- Inventory and purchasing of supplies and equipment
- Perform other duties as prescribed by the President in consultation with the Executive.
- Organize and book accommodation and transportation for Workshops, Conferences, Seminars and Conventions. Follow up with billing and amendments
- Send confirmation of LOA's and follow up from Employer billing
- Take minutes and notes as required
- Oversee the website and email systems

Vice President shall be (½) half time paid position based on a 40 hour work week. Vice President shall be (½) half time paid position based on a 40 hour work week. At the base rate of \$64,963.20, or regular wages, whichever is greater. To be increased by the average negotiated wage increase for the local.

The Chairperson of Durham District School Board Educational Assistants shall be a (½) half time paid position based on a 40 hour work week at the base rate of \$64,963.20, or regular wages, whichever is greater. To be increased by the average negotiated wage increase for the local.

The Chairperson of Durham District School Board Custodial Maintenance shall be a (½) half time paid position based on a 40 hour work week at the base rate of \$64,963.20, or regular wages, whichever is greater. To be increased by the average negotiated wage increase for the local.

The WSIB and Benefits Coordinator and Representatives shall be paid at the base rate of \$64,963.20, or regular wages, whichever is greater, based on a 40 hour work week. To be increased by the average negotiated wage increase for the local.

The President and Vice-President will be exempt from out of pocket expenses for all standing committees.

The following Out Of Pocket Expenses:

President	\$4,200.83
Vice-President	\$4,200.83
Secretary-Treasurer	\$3,201.23
Recording Secretary	\$3,201.23
Sergeant-At-Arms	\$1,872.71
Chairperson of Bargaining Committee	\$2,458.69
W.S.I.B. Coordinator	\$2,458.69
Bargaining Committee	\$1,729.53
Stewards	\$ 791.74
Trustees	\$ 791.74
Chairperson of Social Committee	\$ 339.02
Social Committee	\$ 225.19
Chairperson of Education Committee	\$ 339.02
Education Committee Members	\$ 225.19
Public Board Health & Safety E.A.	\$2,458.69
Public Board Health & Safety C/M	\$2,458.69
All other Health & Safety Committee	\$ 791.74
Workplace Safety and Insurance Board Reps.	\$ 791.74
Chairperson Joint Job Evaluation Committee	\$ 339.02

To be increased by the average negotiated wage increase for the Local.

Negotiating/Grievance Committee members who also perform shop stewards duties shall only receive the allowance for the Negotiating/Grievance Committee.

Strike Appeals:

Up to \$1,000.00 CUPE Locals

Up to \$500.00 Non CUPE Locals

Maximum 10 Strike appeals per year.

Personal Appeals: Not work related.

CUPE Member	\$100.00 not to exceed \$300.00
Other Member	\$ 50.00 not to exceed \$200.00
Local 218 Member	\$200.00 not to exceed \$500.00

Social Committee:

Up to \$1,000.00 per event. Maximum 5 events per year.

Validated by official receipts made out to CUPE Local 218

Donations to Board Functions:

Breakfast club - \$100.00 per school, per school year.

P.D. Days - \$ 50.00

New School Openings. Provide print from local artist with engraved "CUPE Local 218" plaque not to exceed \$250.00

Add: Other than those already covered in the by-laws, donations to Registered Charities, not to exceed \$200, can be requested up to a maximum of five (5) donations per year.