

**CUPE LOCAL 218
BY-LAWS
June 2024**

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 representing eight (8) individual bargaining units at the creation of these By-Laws).

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;

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 general membership meeting needs to be changed, 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 weekend day or otherwise decided by the Executive Board. No electronic recording devices will be permitted at any meeting of the Local. Any meeting may be held in person, virtual or hybrid, members attending virtually must have their full name displayed.
- 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 which will include either the President or Vice-President or in their absence the Recording Secretary. In the event that a quorum is not present within fifteen (15) minutes after the scheduled time for beginning a membership meeting, the Chairperson shall declare all business referred to the Executive Board for their execution and shall adjourn the meeting. Any decision made by the Executive Board will be reported back for ratification at the next membership meeting.
- e) The order of business at regular membership meetings is as follows:
 - a. Reading of the Equality Statement
 - b. Roll Call of Officers
 - c. Acknowledgment of Indigenous Territory / Acknowledgement of Statement of Recognition of the UN International Decade for People of African Descent
 - d. Voting on New Members and Initiation
 - e. Reading of Minutes of Previous Meeting
 - f. Matters Arising Out of the Minutes
 - g. Secretary-Treasurer's Report
 - h. Communications and Bills
 - i. Executive Board Report
 - j. Reports of Committees and Delegates
 - k. Nominations, Elections, or Installations
 - l. Unfinished Business
 - m. New Business
 - n. Good of the Union
 - o. Adjournment

SECTION 5: VOTING OF FUNDS

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.

SECTION 6: OFFICERS

The Officers of the Local shall be the President, Vice-President, Secretary-Treasurer, Recording Secretary, Sergeant-At-Arms and three (3) 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. Any member can submit a written submission to the Recording Secretary. The Recording Secretary will present their written submission to the Executive on behalf of the member.
- b) The Executive 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 Executive Board shall do the work delegated to it by the Local and deal with all grievances of members as submitted to the Executive Board in the reports of the Unit Chairperson. The Executive 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) If an Officer fails to attend three (3) consecutive membership meetings or three (3) consecutive executive meetings without good and sufficient reason, or fulfill the necessary duties and educational requirements, which would include Introduction to Stewarding Part 1 and 2 and Parliamentary Procedures, as prescribed by the Executive (within one (1) year of being elected) without furnishing an acceptable reason to the President/Vice-President and Unit Chairperson of the Local for their absence their office will be declared vacant and filled at the next meeting and all monies withheld until the appeal process has been completed. Any member so removed, who has submitted an excuse for absence with has been rejected by the Executive Board 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 the Executive Board recommendations, and the decision by majority vote of such meeting

shall be final 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 (or as soon as possible after the 90 days) of the position being declared vacant.

SECTION 8: DUTIES OF OFFICERS

All signing Officers of CUPE Local 218 shall be bonded through the master bond help by CUPE. Any Officer who cannot qualify for the bond shall be disqualified from having signing authority.

The PRESIDENT shall:

- The President of CUPE 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;
- Prior to actions being taken a meeting will be held with the CUPE Local 218 Executive and the CUPE National Servicing Representative to discuss action that may be taken;
- Fill committee vacancies where elections are not provided for;
- Introduce new members and conduct them through the initiation ceremony;
- Sign 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 within 30 days.

The VICE-PRESIDENT shall:

- The Vice-President of CUPE Local 218 shall be a half (1/2) time paid position;
- Perform all duties of the President if they are absent or incapacitated;
- If the office of the President falls vacant, become Acting President until a new President is elected;
- Have a vote on all matters;

- Sign 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;
- 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 within 30 days.

The SECRETARY-TREASURER shall:

- The Secretary-Treasurer of CUPE Local 218 shall be a half (1/2) time paid position;
- 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;
- In the absence of the Recording Secretary, be responsible to record all alterations to the By-laws;
- Sign cheques and ensure that the local union's funds are used only as authorized or directed by the CUPE Constitution, Local Union By-Laws, 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;

- Book accommodations, request LOA's and book courses/conferences/conventions, etc. for Local attendees;
- Will set up and monitor hybrid/virtual meetings including online voting for Executive Meetings, General Membership Meetings and Special Membership Meetings;
- On termination of office, surrender all books, records and other properties of the local union to their successor within 30 days.

The RECORDING SECRETARY shall:

- Keep full, accurate, and impartial account of the proceedings of all regular or special membership and 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 Minutes Book of the Local;
- Motions will be included in the regular minutes and will be printed individually with the date, title of the motion, mover's and seconder's names and included in the minutes book;
- Be responsible to record all alterations to the By-Laws;
- 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;
- Preside over Membership and Board Meetings in the absence of both the President and Vice-President;
- Will prepare minutes of meetings and send to be reviewed by the Executive before being distributed to the Executive Meeting or General Membership Meeting;
- Assist when required by the President and Vice-President;
- Sign requisitions as necessary;
- On termination of office, surrender all books, seals and other properties of the Local to their successor within 30 days.

The SERGEANT-AT-ARMS shall:

- Secure the inner door at all meetings and admit no one but members in good standing, Officers and Officials of CUPE, except with the approval of the Executive prior to the meeting;
- Assist in maintaining the record of membership attendance at meetings;
- Perform such other duties as may be assigned by the Executive from time to time;
- Will do attendance and monitor hybrid/virtual meetings. Ensure that all members' names are visible in order for them to be in attendance;
- On termination of office, surrender all books, records and other properties of the local union to their successor within 30 days.

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 union's 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.
- Trustees to take the training course offered by the OSBCU and/or CUPE National within 1 year;
- On termination of office, surrender all books, records and other properties of the local union to their successor within 30 days.

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.

A member who fails to pay dues and assessments for three (3) months is automatically suspended from membership. The suspension will be reported to the Executive Board by the Secretary-Treasurer. The Executive Board will report all suspensions to the next membership meeting. The member may return to membership in good standing by paying the readmission fee and any other penalty set by the local union. The readmission fee cannot be less than the initiation fee of the local union.

A member who has been unemployed or unable to work because of sickness shall pay the readmission fee but may not be required to pay arrears.

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 CUPE 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.

Changes in the monthly dues can be affected 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.

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.

c) Assessments:

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.

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.

A Service Division will follow its By-Laws if it has the authority to apply an assessment for its local unions.

An assessment does not mean or include regular monthly dues.

SECTION 10: NOMINATION, ELECTION AND INSTALLATION OF OFFICERS

1. Nominations:

At the first meeting in September notification of upcoming elections will be announced for all elected positions. During the October membership meeting nominations and candidates nominated shall either stand for the position or decline the nomination.

Notification will go out to the membership prior to the September meeting around the Returning Officer position and committee for the upcoming election. Those members interested in being considered for this position will need to submit in writing to the Recording Secretary at or before the September meeting for appointment. This will be determined by the Executive Board and a majority vote. In the case of a tie the President or designate will have the deciding vote. It will be brought forth as a motion announced at the October Membership meeting.

No Nomination shall be accepted unless the Member is in attendance and in good standing at the meeting or has submitted a letter to the Recording Secretary indicating they wish to stand to a potential nomination and they have 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.

2. Elections:

- a) Elections for the positions of President, Vice-President, Bargaining Committees and Stewards will be held on “even” years alternating two (2) year terms with the positions of Secretary-Treasurer, Recording Secretary and Sergeant-At-Arms, held on “odd” years.
- b) The terms of office for Trustees shall be so that one serves for a period of three (3) years, one for two (2) years, one for one (1) year as laid down by the CUPE National Constitution. Each year thereafter, the local union shall elect one trustee for a three-year period. No member who has been a signing officer for the local union is eligible to run for trustee until at least one full term of office has elapsed.
- c) The Returning Officer and Committee shall determine the form of the ballot, in person or electronic, and ensure the National Servicing Representative is notified and will provide sufficient quantities of ballots or electronic voting platform to the Returning Officer 48 hours prior to Elections.
- d) The Returning Officer and Committee shall be responsible for issuing, collecting and counting ballots. They must be scrupulously fair and impartial and see that all arrangements are unquestionably democratic.
- e) The Election Committee will consist of a Returning Officer and up to four (4) committee members ensuring an odd number. The committee will include members of the local union who are neither Officers nor candidates for office. The Elections Committee shall treat information submitted to it in connection with its responsibilities as confidential. The National Servicing Representative assigned to the local union shall serve as an advisor to the committee when requested by the local union.

All election complaints by members will be submitted in writing to the Returning Officer as soon as possible but in no circumstances will a complaint be valid if it is filed later than seven (7) days after the election. The 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.

- f) The voting shall take place at a special membership meeting to be held within 30 days of nominations. The vote shall be by secret ballot. 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.

- g) Voting to fill one office shall be conducted and completed, and recounts dealt with, before balloting may begin to fill another office.
- h) 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 majority vote.
- i) 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.
- j) Any candidate may request a recount of the votes for any election and one (1) recount shall be conducted at that meeting.
- k) No member may vote by proxy.
- l) Each candidate shall be allowed one (1) scrutineer at the ballot count.
- m) The election for the position(s) of unit Steward(s) will be voted on by the members of that unit on Election Day. The position(s) of the unit Bargaining Representative(s) will be elected from the elected unit Stewards. The position of the unit Chairperson will be voted by the newly elected committee (stewards and bargaining representatives). In the event of a tie vote for the position of the unit Chairperson or Bargaining Representatives, the President or designate will attend and a second ballot will be taken.
- n) In the event of a pandemic or other catastrophic event the rules of nominations and elections may be revised as per the Executive and with the approval of National.
- o) All campaigning must be within the CUPE Constitution and within the Local By-Laws as well as the regulations of the school boards. All forms of campaigning must be approved by the Returning Officer and Elections Committee prior to any campaigning taking place.

3. 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.
- c) For a new appointment for the Disability Coordinator and/or the elected Secretary-

Treasurer position an onboarding of at least two weeks will take place prior to the new term beginning.

- d) Once an elected/appointed member reaches 30 days absence all books, records and all properties of the local union must be returned to the Local within five (5) business days.

4. By-Elections:

Should an office become vacant due to a resignation, retirement or a new office created, it shall be filled by the method that was used originally for that position within 30 days (or as soon as possible after the 30 days)

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 to conventions or seminars held outside of the Durham Region, 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. The union transportation policy includes up to \$30.00 parking expense per day with a receipt. 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.
- c) 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 and parking up to \$20.00 payable with a receipt 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.
- d) Members who do not attend paid functions in which they have been enrolled without an acceptable reason, and notification to an appropriate Executive member; will be required to reimburse the Union all monies that were paid on their behalf.
- e) Attendees to a convention, seminar and/or conference will make themselves available to report on information and events from the convention and/or conference they attended. At the following general membership meeting following the convention, seminar and/or conference a report will be included in the chairperson or designates report. A google

document will be created to send out to the membership and will be posted on the portal as soon as possible after the event.

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 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 within 30 days.

a) Bargaining Committee & Stewards

This shall be a committee elected by a majority 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:

- i. Up to three (3) Bargaining members from the Durham District School Board Custodial and Maintenance Unit, five (5) Stewards;
- ii. Up to three (3) Bargaining members from the Durham District School Board Educational Assistants’ Unit, five (5) Stewards;
- iii. Up to three (3) Bargaining members from the Durham District School Board Office, Clerical and Technical Unit, one (1) Steward;
- iv. Up to three (3) Bargaining members from the Durham District School Board Continuing Education Unit, one (1) Steward;
- v. Up to three (3) Bargaining members from the Durham Catholic District School Board Facility Services Unit, one (1) Steward;
- vi. Up to three (3) Bargaining members from the Durham Catholic District School Board Educational Assistants’ Unit, one (1) Steward;
- vii. Up to three (3) Bargaining members from the Durham Catholic District School Board Secretarial, Technical and Clerical Unit, one (1) Steward;
- viii. Two (2) Bargaining members from the Durham Catholic District School Board LINC/ESL Unit, one (1) Steward.

The Chairperson from each committee will count as one of the Bargaining members.

The local union President, or their appointee, shall assist and be a voting member of all bargaining committees in the event of a tie. The National 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 National 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 within 30 days.

Responsibilities of the Chairperson of the Bargaining/Steward 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 their 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 within 30 days.

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.

On termination of office, surrender all books, records and other properties of the local union to their successor within 30 days.

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 November General Membership Meeting for “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 shall communicate as often as 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.
- All requests that are brought to the Education Committee will be discussed and voted on by the Executive. If the Executive votes down the request, the member can bring their request to the General Membership to vote on.
- On termination of office, surrender all books, records and other properties of the local union to their successor within 30 days.

2. Social Committee:

Any member at large and in good standing wishing to be a part of the Social Committee shall submit in writing to the Recording Secretary at or before the September meeting.

This Committee shall meet as necessary and submit their report(s) at 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 and 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.

At the end of their term ensure that all confidential information is returned to the Local within 30 days.

3. By-Laws Committee:

Shall be elected at the November General Membership meeting of for "even" years. This Committee must meet to review the existing By-Laws as well as any new By-Law proposals at least once per year.

This Committee shall be composed of the President, Vice-President, Recording Secretary and four members outside the Executive voted in by the membership

It shall be the duty of this committee 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 as per the constitution.

The Committee is to have a day leave of absence when meeting.

On termination of office, surrender all books, records and other properties of the local union to their successor within 30 days.

4. Health & Safety Representative(s):

May consist of up to one (1) member appointed by the President, in consultation with the Executive, from each bargaining unit.

Some of the duties performed by the representative(s) may include:

- Be responsible for providing recommendations and language to the Bargaining/Steward Committee;
- Attend 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 may meet together as necessary
- The Health and Safety Representatives may submit a report to the Recording Secretary prior to the Executive meeting to be reported at General Membership Meetings;
- Be a liaison to the bargaining committees;
- 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 within 30 days.

5. Retirees' 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 responsibility allowance) 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 CUPE Local 218 upon request.

On termination of office, surrender all books, records and other properties of the local union to their successor within 30 days.

6. Political Action Committee:

Any member at large and in good standing wishing to be a part of the Political Action Committee shall submit in writing to the Recording Secretary at or before the September meeting.

This committee shall consist of up to ten (10) members. (No responsibility allowance.) The Political Action Committee will be responsible to make recommendations on campaigns, associations/donations to be approved by the-membership

At the end of their term ensure that all confidential information is returned to the Local within 30 days.

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 or designate. One (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 or designate.

On termination of office, surrender all books, records and other properties of the local union to their successor within 30 days.

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.
- 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 their 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 meeting chair.
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. Chairperson 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 if there are any questions. 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, if able, 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 majority 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, if able, 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 or Recording Secretary 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 followed as per Parliamentary Procedures.
19. A motion to adjourn is in order except (1) when a member has the floor, and (2) when members are voting.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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 Defense 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: WORKPLACE SAFETY AND INSURANCE BOARD AND BENEFITS REPRESENTATIVE: DISABILITY COORDINATOR

CUPE Local 218 shall have up to 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 positions. These will be applied for positions. The President or designate and one (1) 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- Rights and Obligations
- b) Level 2- Benefits and Services
- c) Appeals and Dispute Resolution (appointee has up to one year to obtain the course as course made available)
- d) Return to Work
- e) Medical Orientation
- f) Occupational Disease (appointee has up to one year to obtain the course as course made available)

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 within 30 days.

SECTION 17: LOCAL 218 PRACTICES

Bereavement:

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

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 and parking at the higher of the rates agreed to in the Durham Catholic District School Board or Durham District School Boards' Collective Agreements. Parking shall be paid at the rate from Section 11. Delegates will be compensated in the most economical form of Public Transportation.

Scholarships:

CUPE Local 218 will award five (5) \$1,000.00 Scholarships to active Local 218 member's children annually.

The Criteria for scholarship winners are:

1. The Scholarship recipient must be entering a "full time" course from an accredited publicly recognized post-secondary Institution.
2. Evidence of enrollment letter.
3. Applicants must be 30 years of age or younger. Proof required a copy of either Birth Certificate/Driver's License/Passport.
4. Applications must be sent to the CUPE Local 218 Office by September 30th of current year.
5. The five (5) winners will be drawn at the October General Membership Meeting.
6. The student will only be permitted to win once in a lifetime.

Salaries and Allowances Authorized for Local Officials:

Generally:

- a) All officers and elected officials of the Local shall be entitled only to the payments and allowances outlined below. Any additional payments must be approved by way of a motion presented to the membership of the Local.
- b) To match the vacation year of each of the respective school boards, namely July 1 to June 30, the Local shall also calculate the vacation leave entitlements of its officers and elected officials from July 1 to June 30.

An individual assuming an elected office of the Local at any point subsequent to July 1 of a given year shall inform the Local's President and Secretary-Treasurer of how many days of vacation they have already used in the current vacation year. They shall only be entitled to the remaining balance of their annual vacation leave until the commencement of a new vacation year.

- c) Should an individual leave an elected office at any point before June 30 in a given year and return to employment with their respective school board, the Local's Secretary-Treasurer shall report to the school board the number of vacation days the individual had taken thus far in the year so that their remaining vacation entitlement can be properly calculated by the school board.
- d) No vacation leave shall be carried forward into a subsequent vacation year by any officer or elected official of the Local in the absence of a motion approving such a carry forward having been passed by the membership of the Local.
- e) Any days that the Local's office is closed over the Christmas break or the mid-winter break other than those that are statutory holidays shall be deducted from the annual vacation entitlements of the officer or elected official. The office holidays would follow under the Facility Services unit in the Catholic Board. The following are the Board issued holidays: Christmas Eve, Christmas Day, Boxing Day, New Year's Eve, New Year's Day, Remembrance Day, National Day of Truth and Reconciliation.

- f) Any absence from work by any officer or elected official and the reason for that absence (e.g., sick leave, vacation leave etc.) shall be reported to all other members of the Local's Executive Board as well as to the office of the Local.
- g) The office shall track all such absences and prepare a report annually for the membership detailing the absences of all officers and elected officials of the Local.
- h) All officers or elected officials booked off by the Local shall be paid through their respective school board and shall continue to participate in any benefit and pension plans. The costs of any such employer paid benefits and pension plans shall be paid by the Local.
- i) Officers and elected officials shall continue to accrue service and seniority with their respective boards while they hold Union office.

Expenses:

The President, Vice-President, Secretary-Treasurer, Recording Secretary, Sgt.-At-Arms WSIB Coordinator and Chairperson of each Bargaining Committee are to be paid quarterly. March 31st, June 30th, September 30th and December 31st. All other Expense allowances shall be paid bi-annually on June 30th and December 31st. Any other 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 responsibility allowance for performing their assigned duties.

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

The vacation entitlement of the President shall be equal to their entitlement in their substantive position. Should their substantive position be that of an educational assistant, they shall be entitled to vacation leave calculated in accordance with the Office/Clerical/Technical Collective Agreement for their respective school board based on the individual's years of service.

The Secretary-Treasurer shall be a (½) half time paid position based on a 40 hour work week at the base rate of \$37.91 per hour or regular wages, whichever is greater, based on a 40 hour work week. To be increased by the average negotiated wage increase.

The vacation entitlement of the Secretary-Treasurer shall be equal to their entitlement in their substantive position. Should their substantive position be that of an educational assistant, they shall be entitled to vacation leave calculated in accordance with the Office/Clerical/Technical Collective Agreement for their respective school board based on the individual's years of service.

The Office Coordinator shall be a (1/2) half time paid position, appointed by the President or Acting President, based on a 40 hour work week at the base rate of \$37.91 per hour or regular wages, whichever is greater, based on a 40 hour work week. To be increased by the

average negotiated wage increase.

The vacation entitlement of the Office Coordinator shall be equal to their entitlement in their substantive position. Should their substantive position be that of a less than 12 month employee, they shall be entitled to vacation leave calculated in accordance with the Office/Clerical/Technical Collective Agreement for their respective school board based on the individual's years of service.

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;

The Vice-President shall be (½) half time paid position based on a 40 hour work week at the base rate of \$37.91 per hour or regular wages, whichever is greater. To be increased by the average negotiated wage increase.

The vacation entitlement of the Vice-President shall be equal to their entitlement in their substantive position. Should their substantive position be that of a less than 12 month employee, they shall be entitled to vacation leave calculated in accordance with the Office/Clerical/Technical Collective Agreement for their respective school board based on the individual's years of service.

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 \$37.91 per hour or regular wages, whichever is greater. To be increased by the average negotiated wage increase.

The vacation entitlement of the Chairperson of Durham District School Board Educational Assistants shall be equal to their entitlement in their substantive position. Should their substantive position be that of a less than 12 month employee, they shall be entitled to vacation leave calculated in accordance with the Office/Clerical/Technical Collective Agreement for their respective school board based on the individual's years of service.

The Chairperson of Durham District School Board Custodial Maintenance shall be a (½) half time paid position based on based on a 40 hour work week at the base rate of \$37.91 per hour or regular wages, whichever is greater. To be increased by the average negotiated wage increase.

The vacation entitlement of the Chairperson of Durham District School Board Custodial

Maintenance shall be equal to their entitlement in their substantive position. Should their substantive position be that of a less than 12 month employee, they shall be entitled to vacation leave calculated in accordance with the Office/Clerical/Technical Collective Agreement for their respective school board based on the individual's years of service.

The WSIB Disability Coordinator based on full time and Representatives based on (1/2) half time shall be paid at the base rate of \$37.91 per hour or regular wages, whichever is greater, based on up to a 40 hour work week. To be increased by the average negotiated wage increase.

The vacation entitlement of the WSIB Disability Coordinator shall be equal to their entitlement in their substantive position. Should their substantive position be that of a less than 12 month employee, they shall be entitled to vacation leave calculated in accordance with the Office/Clerical/Technical Collective Agreement for their respective school board based on the individual's years of service.

Make-Up Time for CUPE Office Staff:

Office staff shall work an additional thirty (30) minutes per day, Monday through Friday, commencing the day after Labour Day to a maximum of 144 days or until a maximum of 72 hours has been accumulated. In lieu of payment for this make-up time, office staff will accumulate time to allow for up to nine (9) Fridays off during the designated weeks as identified by the CUPE calendar.

This arrangement is subject to the following:

- An individual will earn one (1) Friday off in the summer for each set of eight (8) hours of make-up time;
- There will be no carry over or payout of any unused make-up time to a subsequent school year, except in the case of a statutory leave or extenuating circumstance.

The President and Vice-President will be exempt from Responsibility Allowance expenses for all standing committees.

The following Responsibility Allowances as of September 1, 2024:

| | |
|---|----------------------|
| President | \$4,000.00 |
| Vice-President | \$4,000.00 |
| Secretary-Treasurer based on 1/2 time | \$3,000.00 |
| Recording Secretary | \$3,364.44 |
| Sergeant-At-Arms | \$1,968.19 |
| Chairperson of Bargaining Committee | \$2,584.04 |
| WSIB Coordinator | \$2,500.00 |
| Bargaining Committee | \$1,817.71 |
| Stewards | \$ 832.11 |
| Trustees | \$ 20.00/audit + LOA |
| Education Committee Members | \$ 20.00/meeting |
| Disability & WSIB Board Reps. | \$ 840.00 |
| Chairperson Joint Job Evaluation Committee | \$ 350.00 |
| EA Health & Safety Reps (Public and Catholic Board) | \$ 850.00 |

| | |
|--|-----------|
| All other H&S Reps | \$ 500.00 |
| Chairperson Joint Job Evaluation Committee | \$ 350.00 |

All Reasonability Allowances will be pro-rated based on active vs leave status.

Bargaining Committee members who also perform steward's duties shall only receive the allowance for the Bargaining Committee.

Strike Appeals:

Up to \$1,000.00 CUPE Locals
Up to \$500.00 Non CUPE Locals
Maximum 10 Strike appeals per year and one per local per calendar year.

Social Committee:

Up to 1 yearly event not to exceed \$2,000.00.
Up to 1 yearly event not to exceed \$6,000.00.
Up to 3 additional events not to exceed \$1,000.00.

Each year the Social Committee has the option to designate and move unused balances, not to exceed the maximum annual amount listed above.

Validated by official receipts made out to CUPE Local 218

School Board Scholarships:

\$100.00 scholarships for Grade 8 or 12 recipient given to one (1) elementary and one (1) secondary Catholic Board Schools and two (2) elementary and two (2) secondary Public Board Schools, drawn randomly each year. All schools will be exhausted before any school receives an additional scholarship.

Donations to Registered Charities:

Charitable donations suggestions should be submitted to the Recording Secretary at or by each October General Membership Meeting, four (4) charities each year will be selected by membership vote. \$250.00 to be given for each selection.

Advertising/Community Relations:

Up to a maximum of \$1,500.00 per calendar year.