

**BYLAWS**  
**ONTARIO**  
**PUBLIC SERVICE**  
**EMPLOYEES UNION**  
**LOCAL 559**

CENTENNIAL COLLEGE  
SUPPORT STAFF



*Ontario's union*  
*Le syndicat de l'Ontario*

# Local 559 – Centennial College Support Staff

## **BYLAWS**

### Ontario Public Service Employees Union

#### TABLE OF CONTENTS

Article 1	<b>NAME</b>	Page 1
Article 2	<b>INTERPRETATION AND ABBREVIATION</b>	Page 1
Article 3	<b>CONSTITUTION AND BYLAWS</b>	Page 1
Article 4	<b>MISSION AND VISION</b>	Page 1
Article 5	<b>MEMBERSHIP</b>	Page 1
Article 6	<b>MEMBERSHIP RIGHTS</b>	Page 1
Article 7	<b>MEMBERSHIP MEETINGS</b>	Page 2
Article 8	<b>COMMUNICATIONS</b>	Page 3
Article 9	<b>COLLEGE COMMITTEES</b>	Page 3
Article 10	<b>POWER OF ADMINISTRATION</b>	Page 3
Article 11	<b>LOCAL EXECUTIVE COMMITTEE (LEC)</b>	Page 4
Article 12	<b>STEWARD SYSTEM</b>	Page 4
Article 13	<b>ELECTIONS</b>	Page 5
Article 14	<b>FINANCE</b>	Page 5
Article 15	<b>AMENDMENTS</b>	Page 5

## **Article 1**

### **NAME**

**1.1** This subsidiary body of the Ontario Public Services Employees Union (OPSEU), composed of the Support Staff employees of Centennial College, shall be known as “OPSEU Local 559.”

## **Article 2**

### **INTERPRETATION AND ABBREVIATIONS**

**2.1** “Union” means Ontario Public Services Employees Union and not OPSEU Local 559 or any other subsidiary body.

**2.2** “Local” means OPSEU Local 559.

**2.3** “LEC” means Local Executive Committee.

**2.4** “Officer(s)” means Officer(s) of OPSEU Local 559.

**2.5** “GMM” means General Membership Meeting of OPSEU Local 559.

**2.6** “Member(s)” means Full-time Support Staff employees of Centennial College.

## **Article 3**

### **CONSTITUTION AND BYLAWS**

**3.1** The Constitution of OPSEU Local 559 shall be the Constitution of the Ontario Public Service Employees Union (OPSEU), and these Bylaws shall be subordinate to said Constitution in all respects except for Article 2, Interpretations and Abbreviations, contained within.

## **Article 4**

### **MISSION AND VISION**

**4.1** The aims and purposes of the Local shall be:

(a) To regulate labour relations between members and their managers, said labour relations to include the scope of negotiations, the enforcement of the Collective Agreement and health and safety standards;

(b) To organize, sign to membership and represent Support Staff employees of Centennial College;

(c) To advance the common interests, economic, social and political, of the members and of all public employees wherever possible;

(d) To promote social justice, equality and quality of public services;

(e) Encourage active participations by all members in Union activities.

## **Article 5**

### **MEMBERSHIP**

**5.1** The Local shall be composed of Support Staff employees eligible for membership in the Ontario Public Service Employees Union.

## **Article 6**

### **MEMBERSHIP RIGHTS**

**6.1** Each member in good standing of the Local is entitled:

(a) To be represented by the Local;

(b) To be treated with dignity and respect within Local;

(c) To nominate and vote in the election(s) of Stewards, Officers, Delegates to Convention/Regional Meetings/Demand Setting Meetings/Divisional Meetings, and vote on the ratification of Collective Agreements;

(d) To be nominated and/or hold one or more office(s) in the Union and the Local, subject to any qualifications stipulated elsewhere in these Bylaws;

(e) To receive a copy of the Collective Agreement pertaining to the Local, the Constitution of the Union, Bylaws of the Local and to be advised of amendments to each;

(f) To express opinions on all subjects before the Local;

(g) To attend all General Membership Meetings and express views, arguments, and opinions on all matters and business;

(h) To meet and assemble freely with other members;

(i) To participate in the activities of the Local in a responsible manner, consistent with good conscience, in order to present and discuss factually and honestly, the issues upon which the membership must base its decisions;

(j) To be free from discrimination, interference, restriction, coercion, harassment, intimidation, or disciplinary action exercised or practiced by a member with respect to another member, both within the Union, the Local and the workplace, by reason of race, colour, age, national or ethnic origin, political or religious affiliation, sex, sexual orientation or physical or mental disability.

**6.2** At the request of the member, the Local shall remit the cost associated with becoming a retired member of the Union and the Local.

**6.3.1** These rights and entitlements shall, at all times, be subject to the rules of procedure governing meetings. A member, in exercising the abovementioned rights, shall not take any irresponsible actions which are contrary to the Constitution, these Bylaws, or which would interfere with the performance of the Local or the Union in its legal or contractual obligations as a Collective Bargaining Agent.

**6.3.2** Violation or abuse of these rights and privileges of membership, or engaging in conduct prohibited by this section, shall be considered conduct unbecoming and may be reported to the Executive Board of the Union for review.

## **Article 7**

### **MEMBERSHIP MEETINGS**

**7.1.1** General Membership Meetings of the Local shall be convened at least three times per year.

**7.1.2** An updated list of signed members in good standing shall be available at all General Membership Meetings.

**7.1.3** The Order of Business at General Membership Meetings of the Local shall be:

1. Call to Order.
2. Statement of Respect.
3. Adoption of Agenda.
4. Minutes of the Previous Meeting.
5. Business Arising.
6. Treasurers Report.
7. Report(s) of Officers.
8. Report(s) of Committees.
9. Nominations and/or Elections.
10. Unfinished Business.
11. New Business.
12. Announcements.
13. Adjournment.

**7.2** Quorum for meetings of the Local shall be determined by the Constitution.

**7.3** All meetings of the Local shall be governed by Robert's Rules of Order.

**7.4.1** A special GMM of the Local, if requested in writing, by no fewer than 10 per cent of the total members of the Local, shall be held within 15 business days of the Local President becoming aware that such a meeting has been requested.

**7.4.2** No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.

## **Article 8**

### **COMMUNICATIONS**

**8.1.1** The Local will purchase up to four (4) cellular devices capable of communicating in a manner that is consistent with the needs of the Local as determined by the LEC. Any device purchased by the Local is the property of the Local.

**8.1.2** The Local will choose cellular device plans, which are fiscally responsible, capable of meeting the needs of the Local, and do not carry a period of commitment. Plans are to be reviewed annually by the LEC and presented to the Local membership as part of the Local budget.

**8.1.3** Communication allowances will be provided to the Local President and up to three (3) members of the LEC who are elected to sit on the Union College Committee. The allowance will be provided in one of the following ways:

(a) The user may elect to have use of a cellular device purchased by the Local accompanied by a cellular plan as defined above;

(b) The user may elect to use his/her personal cellular device and plan, and will be permitted to claim the monthly amount of the plan that would have otherwise been provided by the Local or the actual cost of the user's personal plan, whichever is less;

(c) The user may elect to have use of a cellular device purchased by the Local, but continue to use his/her personal plan (if compatible with the device) and will be permitted to claim the monthly amount of the plan that would have otherwise been provided by the Local or the actual cost of the user's personal plan, whichever is less.

(d) The user may elect to use his/her personal cellular device accompanied by a cellular plan as defined above (if compatible with the device).

## **Article 9**

### **COLLEGE COMMITTEES**

**9.1** Where the Local has representation on a committee within the College, members appointed to the committee(s) shall be determined as follows:

(a) The Local President, or his/her designate, is automatically appointed.

(b) Where the representation is greater than one, the second available spot will be one of the following: Vice-President, Chief Steward, Treasurer or Secretary, and will be chosen by a vote of the Local Officers.

(c) Additional vacancies will be filled by Stewards of the Local who express interest and are elected at a meeting of the LEC.

## **Article 10**

### **POWER OF ADMINISTRATION**

**10.1** The Membership is the highest authority of this Local and shall be empowered to take or direct any action consistent with the Constitution or Bylaws of the Local.

**10.2.1** Between membership meetings, the LEC shall be the highest authority of the Local and shall be empowered to act on behalf of the membership to the extent urgent business requiring prompt and decisive action warrants.

**10.2.2** The LEC shall consist of all elected Stewards and Officers of the Local. The Local President or his/her designate shall chair all meetings of the LEC.

**10.3.1** Between meetings of the LEC the Officers shall be empowered to act on behalf of the LEC subject to the subsequent approval of the LEC.

**10.3.2** The Officers shall consist of the President, Vice President, Chief Steward, Treasurer, Secretary.

**10.3.3** The Officers shall meet in between LEC meetings. All meetings will have a quorum as per the Constitution.

**10.4** Between meetings of the Officers, the Local President shall exercise general administration authority and shall be empowered to act on behalf of the LEC subject to subsequent approval of the LEC.

**10.5** All actions shall require subsequent approval of the Local at a General Membership Meeting.

## **Article 11**

### **LOCAL EXECUTIVE COMMITTEE (LEC)**

**11.1** The Officers along with the remaining Stewards of the Local shall constitute the LEC.

**11.2.1** Meetings of the LEC shall be held bi-monthly.

**11.2.2** A special General Membership Meeting of the Local shall be convened upon the written request of at least ten per cent of the membership or at the request of at least 50 per cent of the LEC.

**11.2.3** The location of all LEC meetings will be rotated by campuses if prudence is determined.

**11.3** A vacancy on the LEC may be declared by the LEC if a Member is absent for three or more consecutive regular meetings without a valid reason acceptable to the LEC.

**11.4** Minutes of the LEC meetings shall be open for examination at regular General Membership Meetings.

**11.5.1** Any and all expenditures outside of the Local annual budget, may be approved by the LEC, subject to subsequent approval of the General Membership. The total expenditures approved in this Article cannot exceed 10 per cent of the total Local annual budget, in any budget year.

**11.5.2** Expenditures over 10 per cent of the total annual budget must receive prior approval from the General Membership.

**11.6** Regularly scheduled time off under the Collective Agreement must be approved by the LEC.

## **Article 12**

### **STEWARD SYSTEM**

**12.1** Stewards shall be elected by Shops, which are defined by the College Campus/Locations.

**12.2.1** The Local shall endeavor to have representation of each campus at a ratio of 20 Members to 1 Steward.

**12.2.2** The LEC from, time to time, are empowered to authorize the election of a greater number of Stewards for each location should they feel, by way of majority vote, the need warrants such, subject to ratification of the members of the Local.

(a) For illustrative purposes the following chart outlines Stewardship ratios based on the Membership (2013).

- Progress Campus - 284 members, up to 15 Stewards.
- Ashtonbee Campus - 32 members, up to 2 Stewards.
- Morningside Campus - 40 members, up to 2 Stewards.
- Story Arts Centre - 12 members, up to 1 Steward.
- Midland Campus - 7 members, up to 1 Steward.
- East York Child Care Centre - 9 members, up to 1 Steward.

**12.3** The government of this Local shall be based on the Shop Steward system and the election of Officers shall be from amongst the Shop Stewards elected in the same election year.

## **Article 13**

### **ELECTIONS**

**13.1** Elections of Stewards shall be conducted in the following manner:

(a) Elections for Stewards will be held every two (2) years, not later than March 31<sup>st</sup>;

(b) Elections of Stewards shall be held at a campus/location meeting convened for the purposes of Steward Elections;

(c) Fifteen (15) days notice of such meeting, shall be sent to all members working at the respective campus/location advising them of the intent;

(d) Stewards shall be elected for a term of office of two (2) years;

**13.2** Elections of Officers and Trustees shall be conducted in the following manner:

(a) Elections for Officers and Trustees will be held at a GMM in the Month of May every two years;

(b) Advance nominations may be submitted by the nominee, in writing on an LEC approved form accompanied by the endorsement of one member in good standing, to the OPSEU Staff Representative assigned to the Local or his/her designate;

(c) Advance nominations of Officers and Trustee will be open from April 1-April 30 of the Election year;

(d) Nominations may also be made at the GMM intended to elect Officers and Trustees;

(e) The term of office for Officers shall be two years and will begin on June 1<sup>st</sup> of the election year.

**13.3** Mid-term vacancies occurring among the Local Officers shall be filled, by election, promptly and shall be in accordance with Article 29.4.1 of the Constitution, except where the vacancy occurs within three months of the expiry of the term of office.

## **Article 14**

### **FINANCE**

**14.1** The financial procedures of Local 559 shall be as follows:

(a) An annual budget shall be established by the Local Executive Committee and voted on by the General Membership prior to the commencement of the fiscal year;

(b) The fiscal year shall be from January 1 to December 31;

(c) Subject to adoption of the membership at a General Membership Meeting, the Local Executive Committee may spend as needed within the approved budget, subject to the ratification of the members at the next General Membership Meeting;

(d) Any changes or modifications must be approved by the General Membership.

## **Article 15**

### **AMENDMENTS**

**15.1** Additions and/or changes to these Bylaws must be presented, in writing, to the Local Executive Committee at least 60 days prior to a General Membership Meeting.

**15.2** Additions and/or changes to these Bylaws must be distributed, in writing, to the Local General Membership at least 14 days prior to a General Membership Meeting.

**15.3** The agenda for the General Membership Meeting for which, either in part or exclusively, the addition(s)/change(s) are to be presented and voted upon, must contain the written proposed addition(s)/change(s).

**15.4** In order for the proposed addition(s)/change(s) to be accepted into these Bylaws, they must be adopted by two-thirds of the members present at the General Membership Meeting.

**15.5** No amendments to these Bylaws shall take effect until they have been approved by the President of the Union in accordance with Article 12.5.2 of OPSEU's Constitution.