



**LOCAL 523  
of the  
Canadian Union of Public Employees**

**B Y L A W S  
2022**

**PREAMBLE**

*These Bylaws are designed to give proper balance to the administration of the Local Union.*

*Duties and responsibilities of elected officers and members of committees should be as widely dispersed as possible.*

**CUPE Local 523 Mission Statement:**

**To unite and encourage all members through union solidarity: giving us the power and strength to secure and defend our rights as workers.**

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**Section 1**                      **NAME**

- a) This Local shall be known as Local 523 of the Canadian Union of Public Employees.
- b) The Local shall consist of the following bargaining units:
  - Turning Points Collaborative Society (TPCS) (formerly: John Howard Society)
  - North Okanagan Youth and Family Services Society (NOYFSS)
  - School District No. 53 (Okanagan-Similkameen)
  - School District No. 67 (Okanagan-Skaha)
  - School District No. 83 (North Okanagan-Shuswap)

**Section 2**                      **PRINCIPLES & OBJECTIVES**

- a) To regard with high and equal value all of the various occupations of the membership.
- b) To encourage the settlement of all disputes between the members and the employers administration by negotiation, mediation and arbitration.
- c) To support the Canadian Union of Public Employees in its objectives as set out in Article 2 of the CUPE Constitution.
- d) To provide an opportunity for its members to influence and shape their future through free and democratic trade Unionism.

**Section 3**                      **AFFILIATIONS**

- a) Local 523 shall affiliate and maintain affiliation to CUPE-BC (division), B.C. Federation of Labour, the Okanagan Mainline District Council, and all active regional labour councils.
- b) Elected delegates to regional labour councils shall be reimbursed expenses for attending labour council meetings in accordance with the Local expense policy.

**Section 4**                      **GENERAL MEETINGS**

- a) General Meetings shall be held a minimum of five (5) times per year (including the General Election Meeting), rotating between Oliver, Penticton, Vernon, and Salmon Arm.
- b) A quorum for the transaction of business at any General or Special meeting shall consist of at least twenty (20) members in good standing, including at least five (5) Executive Board members, including two (2) table officers of the Local as defined in Section 8.

- c) The officers and Executive Board members of the Local shall be reimbursed for transportation expenses and, if required, meals and accommodation expenses to attend general meetings.
- d) Out of town mileage for use of a personal vehicle to attend General or Special meetings shall be allowed on a capacity/occupancy ratio of 1/d (1 person in vehicle = 1/3, 2 persons in vehicle = 2/3, 3 or more people in vehicle = 3/3) of the mileage rate as is applicable under the CUPE BC Expense Policy.
- e) All general meetings shall be designated non-smoking and scent-free.
- f) All meetings shall be governed by Bourinot's Rules of Order (see Appendix "A").
- g) The Executive Board shall provide the membership Notice of all General meetings at least 7 days in advance.
- h) For the purposes of quorum, the General Election Meetings shall be a single meeting held in four separate locations successively as defined in Section 4(a).

## **Section 5      EXECUTIVE MEETINGS**

- a) The Executive Board shall meet a minimum of eight (8) times per year.
- b) A quorum shall consist of at least eight Executive Board members including at least two (2) Table Officers.
- c) Notice(s) of Motion, can be sent through the Executive Board to be dealt with at the next general meeting, providing there is at least thirty (30) days notice to the membership.
- d) Transportation expenses shall be reimbursed to members of the Executive Board attending Executive Board Meetings. Wherever possible, Executive Board members are encouraged to car pool to attend meetings. Only the driver shall receive mileage. Lunch, and other meals as deemed necessary, shall be provided by the Local. Accommodations as per Expense Policy of Local 523 (Appendix "E").

## **Section 6      SPECIAL MEETING**

Special meetings shall be called by order of the Executive Board as determined by the Executive Board, or by written request of fifteen (15) members. No business shall be transacted at such special meetings other than that which the special meeting has been called. At least twenty-four (24) hours' notice of all special meetings must be given, in writing (including electronic transmission), to the membership.

## **Section 7     UNIT MEETINGS**

- a) Units shall hold a minimum of 1 meeting per year.
- b) The Executive must be notified in advance of any such meeting.
- c) Unit Chairs, Shop Stewards and Unit Committee elections shall take place at a Unit meeting with President or designate chairing the election.
- d) EI Rebates allocation will be determined by a vote of the unit membership in accordance with Section 18 (j).
- e) Business of the Local must be conducted at a General Meeting.
- f) Unit Meetings may be called by written request of ten (10) Unit members.
- g) Unit Meetings may be called by the CUPE 523 Executive.
- h) Unit Meeting minutes and documents will be kept on file at the CUPE 523 Office.

## **Section 8     OFFICERS**

The officers of the Local shall consist of a President, 1st, 2nd, 3rd Vice-Presidents, Recording Secretary, Secretary Treasurer, Indigenous Workers' Representative, Unit Chairs (NOYFSS, TPCS, School Districts 53, 67, 83), and three (3) Trustees.

- a) All officers must give all properties, assets, funds and all records of Local 523 to their successors at the end of their term of office.

## **Section 9     EXECUTIVE BOARD**

The Executive Board shall consist of the President, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Vice-Presidents, Secretary Treasurer, Recording Secretary, Indigenous Workers' Representative, and one Unit Chair elected from each unit. Names of Unit Chairs to be forwarded to the Recording Secretary immediately following the election.

- a) The Executive Board shall have the authority to pass motions for the expenditure of monies and conduct other business as necessary between General Meetings. Any decisions or expenditures shall be reported to the membership at the next General Meeting for their ratification.
- b) The objective of the Executive Board is to allow delegates the opportunity to discuss and bring pertinent matters before it and make recommendations.

- c) The Table Officers shall consist of President, 1<sup>st</sup> Vice President, Recording Secretary, and Secretary Treasurer.
- d) Any significant items which may affect the Local shall be brought before the Executive Board for approval prior to implementation.
- e) All charges against members or officials must be made in writing and dealt with in accordance with the provisions of Appendix B.XI of the National Constitution.
- f) No Executive member shall purchase any fixed assets (e.g. computer, office furniture) over the amount of one hundred dollars (\$100.00) without the approval of the Executive Board.
- g) Should any Executive Board member fail to answer the roll call for three (3) consecutive General Meetings or three (3) consecutive Executive Meetings, the office may be declared vacant and filled by an election at the next general election meeting or special meeting.
- h) 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 then submitting the proposition at a General Meeting and having it approved.

## **Section 10 PRESIDENT**

The office of the President shall be bonded for not less than ten thousand dollars (\$10,000.00) or as such other greater sum as may be decided at a special meeting, through the master bond held by the Canadian Union of Public Employees.

### **The President's Hours of Work:**

The position of President will be a full time, 12 month salaried position that will be paid 40 hours per week, at the average full-time equivalent wage in the local, or the wage of their posting, whichever is greater. The President will work a flexible work week of 40 hours, with additional volunteer time as required. No overtime or time off in lieu will apply to any additional hours. The President shall remain an employee of their current employer, and be eligible for benefits, vacation, and all other rights as outlined in their unit's Collective Agreement.

The President is required to report any absence from work to the Secretary Treasurer. This information will provide a record of use for sick time, holiday allotment etc.

### **The President shall:**

- a) Uphold the CUPE National Constitution, Local Union By-laws and the CUPE National Equality Statement.
- b) Oversee the operation of the Union and serve as an Executive Table Officer of the Union.
- c) Sign all official documents of the Local and preside over all meetings of the Local Union.
- d) Have a vote on all matters (except appeals against their rulings).

- e) Ensure that all Officers perform their assigned duties.
- f) Be a signing officer of the Local and ensure that the Local's funds are used only as authorized or directed by the CUPE Constitution, Local By-laws or vote of the membership.
- g) Serve as needed as a member of all committees of the Local, including Bargaining and Labour Management Committees.
- h) Attend various committee and council meetings outside of the Local.
- i) Be given the first option to attend the CLC Convention, the BC Fed Convention and CUPE conventions.
- j) Be ex-officio to all committees.
- k) Introduce new members and conduct them through the Oath of Membership.
- l) Conduct new Executive members through the Oath of Nomination and Office.
- m) Perform other business that pertains to the office of President, and which may be necessary for the proper functioning of the Local.
- n) At the end of the term, surrender all documents and properties of the Local to their successor or to the appropriate Executive Table Officer.
- o) Oversees any vacant Executive position until it's filled.

## **Section 11 1st VICE PRESIDENT**

The 1st Vice President shall be an alternate signing officer of the Local and the Office of the 1st Vice President shall be bonded for not less than five thousand dollars (\$5,000.00), or such other greater sum as may be decided at a special meeting, through the master bond held by the Canadian Union of Public Employees.

The 1st Vice President shall perform the duties of the President in the absence of that officer, and, in case of the resignation or death of the President, shall perform the duties of the President until such vacancy is filled as provided in these bylaws. The 1st Vice President shall also preside when called upon by the President and at times when the President may be temporarily unable to discharge the duties of that office. The 1st Vice President shall:

- a) Chair the Shop Stewards Committee and the Grievance Committee;
- b) Direct the gathering of all pertinent information relative to grievances and process the grievances through the initial stages of the procedure contained in the appropriate Collective Agreement;
- c) Work in liaison with the President regarding all Steward and grievance matters.
- d) Perform such duties and carry out such functions as the Executive Board may direct.
- e) Attend grievance meetings as required.
- f) Attend Units shop steward meetings as required.

## **Section 12   RECORDING SECRETARY**

The Recording Secretary shall keep a correct, full and impartial record of the proceedings of each meeting of the Local Union and all the meetings of the Executive Board. Each record of proceedings shall include a copy of the full financial report presented by the Secretary-Treasurer in accordance with Article B.3.6. The Recording Secretary shall perform such other duties as the Local Union or Constitution may direct.

- a) The Recording Secretary shall keep full and accurate account of all education received by members.
- b) The Recording Secretary shall keep full and accurate account of all election results.
- c) The Recording Secretary shall be responsible for recording and distributing all correspondence.
- d) The Recording Secretary shall keep a record of all Trustee reports.
- e) The Recording Secretary shall be an alternate signing officer of the Local and the Office of the Recording Secretary shall be bonded for not less than five thousand dollars (\$5,000.00), or such other greater sum as may be decided at a special meeting, through the master bond held by the Canadian Union of Public Employees.

## **Section 13   SECRETARY TREASURER**

The Secretary Treasurer shall be responsible for keeping all financial accounts of the Local and shall be responsible for maintaining correct and proper accounts of all its members. Maintenance of the financial accounts of the Local Union shall require that the Secretary Treasurer, throughout his/her term, and on behalf of the Local membership, be responsible for maintaining, organizing, safe-guarding and keeping on file all supporting documents, authorizations, invoices and/or vouchers for every disbursement made, receipts for all money sent to CUPE Headquarters, as well as records and supporting documents for all income received by the Local.

The Secretary Treasurer, and all other Officers authorized to sign on behalf of the Local, shall be properly bonded with a faithful performance of duty bond. Bonding amounts shall conform to the minimum guidelines as established by the National Secretary-Treasurer and distributed to all chartered organizations annually. The amount of bonding for any position shall be approved by the National Secretary-Treasurer in accordance with Article 9.3 (k)

The Secretary Treasurer shall regularly make a full financial report to meeting of the Executive Board, as well as written financial report to each General membership meeting, detailing all income and expenditures for the period. It shall be the duty of the Treasurer to keep on file all receipts for money sent to the Canadian Union of Public Employees Headquarters during the year.

The Secretary Treasurer shall submit the Local's books and records to the Trustees for audit at least twice each calendar year, and in addition to providing all books, records, invoices, other supporting documents, and original bank statements. The Secretary Treasurer must, within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees in accordance with Article B.3.12

The Secretary Treasurer shall forward to the National Secretary-Treasurer of the Canadian Union of Public Employees, on the official monthly report forms provided, not later than the last day of each month, all financial obligations for the previous month owing to the Canadian Union of Public Employees. The Secretary Treasurer shall forward (\$1.00) of each initiation fee on all members admitted (except for those named on the list forwarded with the application for a charter) along with the per capita tax on all dues received by the Local. The report should also set out the number of those initiated, reinstated, suspended and expelled and the number of members on whom per capita is being paid.

The Secretary Treasurer shall prepare a copy of the full financial report presented in accordance with Article B.3.6.

At the end of his/her term of office, the Secretary Treasurer shall turn over to his/her successor, all properties and assets, including funds, books and records belonging to the Local Union. Any Secretary Treasurer who cannot qualify for a bond shall immediately be disqualified from office and the Local Union shall proceed with the election of another Secretary Treasurer.

- a) Be bonded through the master bond held by CUPE National. Any Secretary Treasurer who cannot qualify for the bond shall be disqualified from office.
- b) Sign all cheques and ensure the Local Union's funds are used only as authorized or directed by the National Constitution, Local Union bylaws or vote of the membership. In consultation of the Executive Board, designate a signing officer during prolonged absences.
- c) Pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the President and at least one other member of the Executive Board as determined by the Executive Board. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated.
- d) Notify all members who are one month in arrears and report to the Executive Board all members two or more months in arrears in the payment of Union dues.

#### **Section 14 2nd Vice President**

The 2nd Vice President shall:

- a) Act as the Local 523 Privacy Officer.
- b) Attend Okanagan Mainline District Council (LOCAL 523) meetings as one Local 523 delegate.
- c) In the event of the 1st Vice President being unable to perform their duties or the 1st Vice President being required to perform the duties of the President in the absence of that officer, the 2nd Vice President shall then perform the duties of the 1st Vice President.



- d) Act as Chair and/or liaison to the following committees:
  - a. Education Committee
  - b. Communications
- e) Other duties as assigned.

### **Section 15   3rd Vice President**

The 3rd Vice President shall:

- a) Act as sergeant at arms
- b) Act as Chair/liaison to the following committees:
  - a. Good and Welfare
  - b. Entertainment
- c) Other duties as assigned.

### **Section 16   Indigenous Workers' Representative**

The Indigenous Workers' Representative shall be a member who self-identifies as an Indigenous person. They will be a full member of the Executive board with voice and vote at all Executive and General meetings.

### **Section 17   TRUSTEES**

The Trustees shall audit the books of the Secretary Treasurer and shall exercise general supervision over the property of the Local. Such general supervision shall include, but not be limited to, ensuring that the Secretary Treasurer complies with the provisions of Articles B.3.6 and B.3.7. Each year the Local shall elect one Trustee for a three-year period or, in the case of vacancies occurring, elect Trustees to fill only the unexpired terms in order to preserve overlapping terms of office.

- a) The Trustees shall examine the books and records of the Secretary Treasurer and inspect or examine all properties, bonds, and all other assets of the Local at least once each calendar year.
- b) At the completion of their audit, the Trustees shall 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's funds, records, and accounts are being maintained by the Secretary Treasurer in an organized, correct, and proper manner.

- c) The Trustees shall make a written report to the next General meeting of the Local Union following the audit on the condition of the funds and accounts, with such other information they may deem necessary to the efficient and honest administration of the Local, along with a copy of the written recommendations and/or concerns submitted to the Secretary Treasurer, and the Secretary Treasurer's written response.
- d) The Trustees shall send a copy of the completed audit report (on the prescribed form provided by the National Secretary-Treasurer), as well as a copy of their report to the Local Union membership along with a copy of their recommendations and/or concerns to the President and Secretary Treasurer and the Secretary Treasurer's response, to the National Treasurer of the Canadian Union of Public Employees, with a copy to the assigned servicing representative.
- e) Act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary, and the committees at least once every calendar year.
- f) A Trustee may not hold a position on the Executive Board of Local 523.

## **Section 18   SHOP STEWARDS**

Shop Stewards shall be elected for a two (2) year term at a Unit Meeting.

It shall be the duty of the Shop Stewards to investigate and to attempt to settle all disputes between the employer and employee(s). The Shop Steward shall report the grievance to the Unit Chair and 1<sup>st</sup> Vice President for consideration of the Grievance Committee.

A written record (Appendix "I" CUPE Fact Sheet) is to be completed by the Shop Steward and presented to the 1<sup>st</sup> Vice President/Grievance Committee.

The Shop Steward shall greet new employees and acquaint them with Local 523 and the respective Unit Chair.

Units may elect as many stewards as they wish however there may be limitations within the Collective Agreements. Stewards should be elected with consideration of sectional or departmental representation.

## **Section 19   UNIT CHAIRS**

The Unit Chair shall be elected for a two (2) year term at a Unit Meeting.

The Unit Chairs shall:

- a) Attend all Executive Board meetings and provide unit reports to the Executive Board or send an alternate elected representative in their absence.
- b) Shall submit all draft Letters of Understanding/Intent to the Executive Board for discussion. Executive approval is required prior to agreement with the Employer.
- c) Coordinate unit membership and unit steward meetings.
- d) Attend grievance committee meetings and grievance meetings as required.
- e) Attend labour management meetings.
- f) Report any hardship issues to the Executive Board
- g) Be part of the Negotiating Committee.
- h) Forward current membership contact information and updates to the Recording Secretary as required.
- i) Advise the Executive Board of upcoming unit chair and steward election meetings.
- j) Ensure their Unit membership are given opportunity to determine how they wish their annual EI rebate monies allocated, and report such to the Secretary Treasurer.
- k) Act as member of the Education committee if required.
- l) Recognize retirees on behalf of the Local.
- m) Submit entertainment request to 3<sup>rd</sup> Vice President by June 30 of each year.

## **Section 20 INITIATION FEES, DUES & ASSESSMENTS**

The initiation and re-admittance fee shall be not less than five dollars (\$5.00). Upon receipt by the Secretary Treasurer of application for membership into the Local, every individual candidate shall remit the sum of five dollars (\$5.00) initiation fee; such amount shall be collected by the Secretary Treasurer and a receipt shall be given in every case.

Union dues shall be 2.25% of gross monthly salary. Any change in the local union dues or assessments can only be made at a General Meeting when a notice of motion has been previously given, except where the minimum dues are raised by an amendment to the CUPE Constitution, or when B.C. Division places a special assessment on its affiliates. Such Notice of Motion can be given with (7) days' notice at the previous General Meeting or in a circular advising all members at least sixty (60) days before the question is to be discussed.

Special assessments may be levied in accordance with Article B.4.2 of the CUPE Constitution.

## **Section 21   STANDING COMMITTEES**

Shall be determined and implemented by motion of the Executive Board or General Meeting. All committees shall apply the following terms of reference:

Terms of Reference of Standing Committees:

- a) Standing committees may select a recording secretary to comply with requirements of supplying roll call and minutes to the Recording Secretary following each meeting. A Chairperson may also be selected.
- b) With the exception of guest speakers, committee meetings are restricted to CUPE 523 committee members.
- c) The committee shall draft objectives and goals and submit them to the Executive Board for approval.
- d) All committees shall take direction from, and be responsible to the Executive Board. Tasks may be assigned to committees by the Executive Board or by the President.
- e) Committees shall give a verbal report of activity to the membership at the general meetings of CUPE 523. A written report shall be submitted to the Recording Secretary.
- f) Budgetary provisions for Standing Committees shall be prepared by the Executive Board in consultation with the Committee Chairperson for inclusion in the annual budget and approval at the General Meetings.
- g) Any funds allocated to a Committee shall be held by the Secretary Treasurer.
- h) Members appointed or elected to Local 523 committees shall be reimbursed in accordance with the expense policy (Appendix "E") to attend committee meetings.
- i) Committee members shall be elected for a two (2) year term.

## **Section 22   SPECIAL COMMITTEES**

Special Committees may be set up either by election at any General Meeting or by appointment by the President. At least two (2) Executive Board members shall sit on all Special Committees. Special committee needs shall be assessed at Executive Board meetings. The Executive Board shall establish the duration of special committees.

Members appointed or elected to Local 523 special committees shall be reimbursed in accordance with the expense policy (Appendix "E") to attend committee meetings.

### **Section 23   NEGOTIATING COMMITTEE**

The Negotiating Committee shall be in accordance with the terms of the respective Collective Agreements. Prior to the expiry date of the respective Collective Agreements, the respective Negotiating Committee, in consultation with the representative of the Canadian Union of Public Employees, shall prepare proposals for a new agreement.

### **Section 24   GRIEVANCE COMMITTEE**

The Grievance Committee shall consist of the 1<sup>st</sup> Vice President (Chair), Unit Chair(s) and Shop Steward(s) involved with the grievance. The Grievance Committee may appoint additional member(s) if their expertise is needed.

The Grievance Committee shall be responsible for the completion of official grievance form Appendix "J".

The Chair shall submit all grievances to the Executive Board for approval prior to settling the grievance or referring it to arbitration.

The grievance reports shall be presented to the Executive Board and membership and shall also be provided to the National Representative.

CUPE National Representative shall be an ex-officio member to this committee.

### **Section 25   SHOP STEWARDS COMMITTEE**

The Shop Stewards Committee shall consist of the 1st Vice President (Chair), Shop Stewards and Unit Chair(s) as required.

The Committee shall:

- a) Discuss common issues/trends
- b) Assist in maintaining Local 523 interpretation binder.
- c) Develop strategies on specific grievances or issues.
- d) Assist in providing shop stewards with training opportunities.

- e) Attend an all Shop Stewards meeting annually.

## **Section 26   COMMUNICATIONS COMMITTEE**

The Communications Committee shall be comprised of the 2nd Vice President (Chair), Recording Secretary and up to one member from each unit.

The Communications Committee:

- a) Manages the local's newsletter and other printed materials and the Local website.
- b) Maintain record of all Local 523 membership bulletin boards.
- c) Assist in distribution of printed materials.
- d) Coordinates outreach with other campaigns where CUPE 523 takes a stand.
- e) Makes recommendations regarding Local 523 promotional items.
- f) Disseminates Union information packages.
- g) Other duties as assigned.

## **Section 27   OCCUPATIONAL HEALTH & SAFETY COMMITTEE**

The Occupational Health & Safety Committee shall be comprised of the President or designate, and up to two OH&S representative(s) from each unit.

The Occupational Health & Safety Committee shall:

- a) Provide educational information through the Local newsletter and website;
- b) Organize Day of Mourning (April 28) event(s) for the Local;
- c) Organize workshops for CUPE Education to be made available to members;
- d) The Chair of the committee shall provide an oral/written report at general meetings;
- e) Liaise with health and safety joint committee representatives in their units and report to committee;

f) Track and report on all Worksafe BC investigations/reports in the Local.

## **Section 28   GOOD & WELFARE COMMITTEE**

The Good and Welfare Committee shall be comprised of the 3rd Vice President (Chair) and one member from each Unit.

The Good & Welfare Committee shall be dedicated to supporting all members of CUPE 523 by providing recognition of those special events and other circumstances in accordance with guidelines developed by the Committee.

The Good & Welfare Committee shall:

- a) inform Recording Secretary of any member personal information changes such as address change;

Good & Welfare shall be offered in accordance with Appendix "G".

## **Section 29   ENTERTAINMENT COMMITTEE**

The Entertainment Committee shall be comprised of the 3<sup>rd</sup> Vice President and three (3) other members. Sub-committees may be created on an ad-hoc basis to organize events.

The committee shall allocate funds to units from the Entertainment budget line. The committee may recommend and promote Local events

The committee shall submit reports and proposals to the Executive Board and membership.

## **Section 30   EDUCATION COMMITTEE**

The Local recognizes the value of Union education and shall provide appropriate educational opportunities to members in good standing.

The Education Committee shall be comprised of 2<sup>nd</sup> Vice President (Chair) and no less than one member per unit.

The Education Committee shall be responsible for requesting and promoting educational opportunities within the local.

The Education Committee shall be responsible for selecting candidates for educational opportunities.

See attached Appendix "H".

### **Section 31 DELEGATES TO CONVENTIONS & CONFERENCES**

- a) The President of Local 523 or designate shall be given first option to attend the CLC Convention, the BC Fed Convention and CUPE conventions.
- b) The Secretary-Treasurer of Local 523 or designate shall be given second option to attend CUPE BC and CUPE National conventions.
- c) The Local 523 Executive Board shall be designated two delegate positions to attend the CLC Convention, the BC Fed Convention and CUPE conventions when delegates are sent.
- d) Any remaining delegate credentials shall be filled by election at a General Meeting.
- e) In the event there is no quorum at the General Meeting, or should registration deadlines not permit an election to be held, the Executive shall select delegates.

### **Section 32 NOMINATIONS FOR ELECTION TO OFFICE**

Nominations for elected offices shall be received at the General Meeting, held in February of each year. No nominations shall be accepted unless the member is in attendance or has filed consent in writing, witnessed and submitted by the closing of nominations. No member shall be eligible for nomination if they are in arrears of dues and/or assessments. No member may be elected to more than one office as defined in Section 8 - Officers.

Nothing contained in this section shall be deemed to conflict with the provisions of the CUPE Constitution, Appendix "B" Article B.

### **Section 33 ELECTIONS**

- a) For the purpose of conducting the Annual Elections, the President shall, subject to the approval of the members at a General Election Meeting appoint a Returning Officer and assistants who cannot be candidates for office nor Officers of the local. They shall be members in good standing. The CUPE National Representative may be appointed as returning officer.
- b) The Returning Officer, or designate, and assistants shall have full responsibility for conducting of the elections as set out in these Bylaws and shall treat all information submitted to them as confidential. The Returning Officer shall report to the meeting only at the time appointed.
- c) The Returning Officer, or designate, shall be responsible for issuing and receiving ballots.



- d) Elections shall be conducted by secret ballot at the General Election Meeting.
- e) Nominations shall be closed during the General Meeting in February of each year.
  - a. The President shall be elected in odd numbered years.
  - b. The 1<sup>st</sup> Vice President shall be elected in even numbered years.
  - c. The Secretary Treasurer shall be elected in even numbered years.
  - d. The Recording Secretary shall be elected in odd numbered years.
  - e. The 2<sup>nd</sup> Vice-President shall be elected in odd numbered years.
  - f. The 3<sup>rd</sup> Vice President shall be elected in even numbered years
  - g. One (1) Trustee shall be elected every year for three (3) years
  - h. The Indigenous Workers' Representative shall be elected in odd numbered years.
- f) Unit Chairs and Shop Stewards shall be elected for a two-year term by the members of that unit at their Unit meeting. Interim vacancies will be filled at a special unit meeting called for that purpose with no less than seven (7) days notices.
- g) All candidates shall adhere to the election guidelines outlined in Appendix "B"
- h) Immediately following the close of voting, the Returning Officer and their assistants shall proceed to count the ballots. Immediately upon completion of same, the Returning Officer shall report to the meeting the results of the vote.
- i) The Executive Board shall be responsible for the preparation of sufficient ballots.
- j) Any candidate may appeal for a recount of the votes, or the meeting itself, without an appeal, may order a recount of any or all elections, provided however that in either instance, it shall require the number of members equal to the quorum for a general meeting to vote in favour of such recount. Such a recount shall be taken immediately and prior to the election of any other office.
- k) A simple majority of votes cast shall be required before any candidate can be declared elected, and second and subsequent ballots shall be taken, if necessary, to obtain such a majority. On the second and subsequent ballots, the candidate receiving the lowest number of votes in the previous ballot shall be dropped. In the case of a final tie vote, the presiding officer may cast the deciding vote.
- l) When two or more nominees are to be elected to any office by ballot, each member voting shall be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.

### **Section 34   INSTALLATION OF OFFICERS**

- a) All duly elected officers shall be installed when elections are concluded and shall continue in office until such time as a successor has been elected and installed, provided, however, that no term of office shall be longer than three years.

- b) In the event that any elected office becomes vacant during the normal period between elections, an election shall be held to fill the vacancy at the next General Election Meeting. During the interim period the Executive Board shall have the authority to fill such vacancy by appointment until the next general election meeting.

### **Section 35   VOTING OF FUNDS**

- a) The Secretary Treasurer will present an annual budget for the approval of the membership each year.
- b) Any financial expenses, other than ordinary or budgeted expenses attributed to the operation of the Local, over one thousand dollars (\$1000.00) must be voted on by the membership at a General Meeting following a notice of motion.
- c) Preference for donations from the Local shall be given to labour oriented organizations or causes.
- d) Changes to the Death Benefit Fund (Appendix "C") shall be voted on at a General Meeting with prior notice on agenda.
- e) Changes to Expense Policy (Appendix "E") shall be made in accordance with CUPE BC rates, or as voted on at a General Meeting with prior notice on the agenda.
- f) Changes to Out of Pocket Policy (Appendix "F") shall be voted on at a General meeting with prior notice on agenda.
- g) Changes to the Retirement benefit (Section 39) shall be voted on at a general meeting with prior notice on agenda.
- h) Changes to the Hardship Assistance Fund (Section 40) shall be voted on at a general meeting with prior notice on agenda.
- i) Changes to the Continuing Education Bursary (Appendix "D") shall be voted on at a general meeting with prior notice on agenda.
- j) Voting of funds for education: if time frames do not permit the expenditure to be approved at a general meeting, the Executive Board by a majority vote can approve the expenditure.
- k) In case of a donation to a cause(s), a notice of motion must be made at a General Meeting and be approved at the following General Meeting before the donation can be paid out.

### **Section 36   RETIREMENT BENEFIT**

On their retirement the member shall receive a benefit to the value of twenty dollars (\$20.00)/year(s) of service to a maximum of three hundred dollars (\$300.00). No member retiring shall receive less than fifty dollars (\$50.00).

### **Section 37   HARDSHIP ASSISTANCE FUND**

This policy must be flexible and shall be applied only under clear hardship circumstances and will generally be limited to hardship associated to medical factors. Payment under these guidelines does not imply any future or further responsibility or liability for funds.

- a) The maximum amount of assistance from CUPE Local 523 in any given instance shall be five hundred dollars (\$500).
- b) Payments shall only be made to a member in good standing. No payments shall be paid to anyone's estate.
- c) Requests to be sent in writing from Unit Chairs to the Executive Board. All such decisions shall be determined by a majority vote of the Executive Board.
- d) All members' circumstances shall be kept confidential within the Executive Board.
- e) The intent of this assistance is that it shall be applied on a "one time only" basis to individual members for any given issue.

### **Section 38   AMENDMENTS AND ALTERATIONS**

- a) These Bylaws shall not be amended, added to, or suspended except upon a majority vote of those present and voting at a General or special membership meeting following seven (7) days' notice at a previous meeting or at least (60) days written notice.
- b) The Bylaws of the Local shall at all times be subordinate and subject to the provisions of the Constitution of the Canadian Union of Public Employees, as such Constitution and Bylaws exist or may, from time to time hereafter, be altered or amended; and in any event of conflict, the Constitution of the Canadian Union of Public Employees shall govern. Matters of interpretation of these Bylaws shall be subject to the provisions of Article 9.2(c) of the CUPE Constitution.
- c) Any changes in these Bylaws shall not be valid until approved by the National President of the Canadian Union of Public Employees in accordance with Article XIII, Section 13.3 of the CUPE Constitution, and approved in original form by the National President.

## **APPENDIX "A"**

## **RULES OF ORDER**

The rules of Order of CUPE 523 shall be Bourinot's Rules of order.

The rules of Order and Business shall be as follows. In the event that any of the following rules of order are in contradiction to the Constitution of the Canadian Union of Public Employees those of the Constitution shall apply.

### **ORDER OF BUSINESS**

1. Roll Call of Officers
2. Recognition of Traditional Territory
3. Equality Statement
4. Minute of Silence
5. Voting on new members and initiations
6. Reading of minutes of previous meeting
7. Matters arising out of minutes
8. Correspondence and communications
9. Treasurer's Report
10. Executive Board Reports
11. Reports of Committees and Delegates
12. Nominations, Elections & Installations
13. Unfinished Business
14. New Business
15. Good of the Union
16. Adjournment

- a) The President, or in their absence, the Vice President shall take the chair at the time specified, at all General and Special meetings. In the absence of both the President and the Vice President, the Treasurer shall act as President, and in their absence a President pro tem shall be chosen by the local.
- b) The President shall state every question coming before the Local and before allowing debate thereon, and immediately before putting it to a vote, shall ask: "Is the Local ready for the question?". Should no member rise to speak, and the Local indicates readiness, the question shall be put. After the President has risen, no member shall be permitted to speak on the question.
- c) A motion to be entertained by the presiding officer must be seconded, and the mover as well as the seconder must rise and be recognized by the chair.
- d) 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.
- e) On motion, the regular order of business may be suspended, by a two-thirds vote of those present, to deal with any urgent business.

- f) All resolutions and motions, other than those named in Rule (p) or those to accept or adopt the report of the committee, shall if requested by the presiding officer, be presented in writing before being put to the Local.
- g) At the request of any member, and upon a majority vote of those present, a question may be divided when the sense will admit of it.
- h) When a member desires to speak on a question, or offers a motion, he/she shall rise in place and respectfully address the presiding officer; but he/she shall not proceed further until recognized by the chair, except to state that he/she rises to a point of order or on a question of privilege.
- i) When two or more members rise to speak at the same time, the presiding officer shall decide which one is entitled to the floor.
- j) Every member, while speaking, shall adhere to the question under debate and avoid all personal, indecorous, or offensive language, as well as any reflection of the Local or any member thereof.
- k) If a member, while speaking, is called to order, he shall cease speaking until the point is determined, when, if decided in order, he may again proceed.
- l) No sectarian discussion (that is to say, religious discussion) shall be permitted in the meeting at any time.
- m) No member, except the Chairperson of a Committee or the mover or seconder of a resolution, shall speak more than (3) minutes at any one time, or more than once on the same question, until all members wishing to speak have had an opportunity to do so, when he may be allowed, by permission of the chair, to speak a second time.
- n) 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 introduce a new question.
- o) The presiding officer shall have the same right as other members to vote on any question. In case of a tie, he/she may give a casting vote, if he/she chooses, refrain from voting, in which case the motion does not prevail, and the decision is negative.
- p) When a question has been put, no motion shall be in order except (1) to adjourn, (2) to move the previous question, (3) to lay on the table, (4) to postpone for a definite time, (5) to refer, (6) to divide or amend, which motion shall have precedence in the order named. The first three of these shall be decided without debate.
- q) A motion for the previous question, when regularly moved and seconded, shall be put in this form: "Shall the main question be now 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.

- r) A motion to adjourn is in order except (1) when a member has floor, and (2) when members are voting. 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.
- s) Before the presiding officer declares the vote on a question or after a vote has been declared lost or carried by acclamation, and before the Local proceeds to another order of business, any member may ask for a division. A standing vote shall be taken and the Secretary shall count same.
- t) If a member wishes to appeal a decision of the Chairperson, the member must appeal at the time the decision is made. If the appeal is seconded, the member will be asked to state briefly the basis for the appeal.
- u) When the decision of the President is appealed from, he/she shall state his/her decision, and the reasons therefore, from the chair. The party appealing there from shall state briefly the reasons for the appeal, after which, without further debate, the question shall be put thus: "Shall the decision of the chair stand as the decision of the Local?" It shall require majority vote to sustain such appeal.
- v) After a question has been decided, any two members who have voted in the majority may at the same or next meeting move consideration thereof.
- w) 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 Vice President.
- x) All business done in the Local shall be strictly secret to all outside the Local.
- y) All rules and proceedings of debate not herein provided for, shall be defined in the Constitution of the Canadian Union of Public Employees.

## **APPENDIX "B"      NOMINEE CAMPAIGN RULES**

The time between the closing of nominations and voting during CUPE Local 523 Local elections allows candidate to campaign to win the support of members. CUPE Local 523 supports and encourages campaigning however in fairness to all the following campaign rules have been implemented.

Nominees must conduct their campaigns in accordance with the following rules.

a) Nominees shall comply with the CUPE Equality Statement, the CUPE National Constitution and the CUPE Local 523 bylaws including the CUPE Code of Conduct at all times.

b) Nominees will be entitled to distribute campaign material through e-mail to all members the Local has contact information for. Nominees may request members provide their contacts information for the purposes of their campaign. The Union will forward campaign materials and will not provide member contact information for the purposes of the elections.

c) Nominees will be entitled to contact the members through the Local e-mail distribution list a maximum of three times.

d) The use of Employer email systems for campaigning purposes is not allowed and could result in Employer disciplinary action.

e) Campaign strategies shall not include an offer of gifts or rewards in return for pledges of support [bribery], misrepresentations of what the nominee could or would do if elected [fraud], or references to another nominee that are misleading or untruthful [slander].

f) Nominees who believe that there is a complaint to be made regarding the conduct of another nominee shall notify the National Rep. and the Local Table Officers of the complaint in writing. This will result in an investigation of the circumstances of the complaint.

g) When a complaint is made toward another nominee and the investigation by the National Rep. and the Table Officers concludes that misconduct has occurred the National Rep. will disclose the finding at the election meeting.

h) Nominees will be entitled to speak or have a statement read aloud at each voting location of the election meeting for a period of up-to three minutes. Nominators will be entitled to one minute.

i) Nominees will be entitled to Scrutineers at each voting location. Scrutineers must be designated by the nominee in-person or in writing.

## **APPENDIX "C"      DEATH BENEFIT FUND**

- 1) Administration
  - a) Notwithstanding anything to the contrary in the Constitution and Bylaws of this Union, benefits shall be paid from the general fund of the Local.
  - b) The Table Officers of Local 523 shall be the trustees of the Death Benefit Fund.
  
- 2) Eligibility and Benefits
  - a) The benefit of fifteen hundred dollars (\$1,500.00) shall be payable, and shall be paid by the trustees, only to the beneficiaries (as defined in Clause 3 hereto). Applications for death benefits must be received within four (4) months of death.
  - b) Any person who has been a member in good standing of Local 523 including members who were receiving long term disability benefits.
  - c) The death benefit is not available to a member who voluntarily leaves his or her employment, or for dismissal for cause and not being reinstated, or who is superannuated or retires from within Local 523 jurisdiction.
  
- 3) Beneficiaries
  - a) Each person who is a member of this Local shall designate his or her beneficiary by completing and delivering to the trustees a completed copy of Notice of Beneficiary (Form A, attached). It shall be the sole responsibility of the member concerned to designate his or her beneficiary and maintain its currency. No claims against the Local shall be accepted where no beneficiary was previously named and properly deposited with the trustees.
  - b) Should any member and beneficiary become deceased at the same time no benefit shall be payable. No benefit shall be payable to any estate.
  - c) No one, having completed and delivered a Notice of Beneficiary, shall change his or her beneficiary, without first delivering a newly signed and dated Notice of Beneficiary.
  - d) The trustees shall keep records of all forms delivered to them, and all beneficiaries named therein and of all changes in beneficiaries.
  - e) No one may make a valid claim against the fund as a beneficiary unless he or she:
    - a. is specifically named as such beneficiary on the most recent Notice of Beneficiary which has been duly deposited with the trustees;



- b. establishes to the trustees satisfaction his or her identity as such;
- c. proves to the trustees satisfaction that the member has died and,
- d. delivers to the trustees, an application for benefits on Form "B" (attached).

4) Miscellaneous

- a) This coverage is given to members without charge and is paid for out of the general fund of the Local. This benefit was adopted by the membership at a general meeting and does not constitute a group or individual insurance company.
- b) The trustees of the Death Benefit Fund shall not under any circumstances be responsible for costs arising out of litigation between two or more parties claiming to be the beneficiaries or for any other reason connected with the normal carrying out of their duties as outlined in these Bylaws.
- c) The trustees shall keep on hand a sufficient number of Forms "A" and "B", and shall supply the same free on demand to any Local 523 member and to his or her beneficiary.
- d) No death benefit shall be paid on a withdrawal card.
- e) The trustees shall keep a separate record of monies paid out in Death Benefits.

## **APPENDIX "D"      CONTINUING EDUCATION BURSARY**

A continuing education bursary of \$400 per student will be paid to applicants to a maximum of twelve thousand dollars (\$12000) per year for the Local. This bursary shall be offered by CUPE Local 523, to students who are proceeding to a program of studies in any field, whether academic or vocational, within eighteen (18) months of their high school graduation.

In the event that the (\$12000) cap is not used within the year the balance will carry forward to the following year to a maximum amount of \$16000.

In the event of more applicants than funds available, the benefit will be allocated on a first come first served basis.

Eligible applicants must meet the following criteria:

- a) The son, daughter, or dependent of a member of Local 523 in good standing;
- b) Graduating from Grade 12 or equivalent, however no student may receive the bursary more than once;
- c) Students must submit a letter indicating who they are and who their parents are and their vocational or academic plans. It is the sole responsibility of the graduating student to apply for the bursary.
- d) The student's application must be in the hands of the Secretary Treasurer of Local 523 by the deadline date as noted on notices sent out each year;
- e) Applications shall be accepted from students with parents employed by: School District #53 (Okanagan Similkameen), School District #67 (Okanagan Skaha), School District #83 (North Okanagan Shuswap), North Okanagan Youth & Family Services Society, John Howard Society;
- f) Successful applicants shall be notified by mail, and monies shall be forwarded upon verification and payment of registration, after withdrawal date of post secondary institution.

## **APPENDIX "E"**      **EXPENSE POLICY**

### 1. Preamble

The purpose of this expense policy is to reimburse members for expenses incurred on behalf of CUPE Local 523. Expense claims should be submitted to the Secretary Treasurer by the end of the following month in which the expense(s) were incurred. This policy shall be reviewed annually by the Trustees.

### 2. Wages

Lost wages for regular scheduled hours of work shall be repaid at cost directly to the employer only. Wage loss shall not be paid directly to individuals.

### 3. Accommodation

If required, accommodation shall be paid at prevailing rates. Members are entitled to a single room. Where possible, all room, tax, and parking shall be billed directly to Local 523. Where possible accommodation used shall be a unionized hotel.

### 4. Dependant Care

If required, dependent care shall be paid outside of regular working hours. Upon proof of payment a maximum rate of \$15.00/hr. to a maximum of \$225.00/day (which includes travel time) shall be reimbursed. Completion of the Local 523 Dependent Care form is also required. Other dependent care expenses shall be paid at a reasonable rate. All dependent care expenses must have prior approval of the Executive. Claims will not be paid to a caregiver who normally provides care without charge.

### 5. Transportation

Transportation should consider both convenient and economical means, with the maximum mileage not to exceed reasonable airfare:

- a) Airfare where required (economy class);
- b) Car mileage equal to the mileage allowance of CUPE BC as amended from time to time. Wherever possible members should car pool and the driver shall be reimbursed mileage;
- c) Taxis from airport - to hotel - to meeting place and return: reimbursed on presentation of receipts.
- d) Where possible air travel used shall be with a unionized airline.

### 6. Per Diem

- a) All delegates selected to attend conventions/conferences, committee meetings and other executive approved events that occur outside of the Local region (Region defined as: Thompson, Okanagan [TOSCC]) shall receive a full day per diem as per the CUPE BC Expense policy.

- b) Travel days shall be paid as per the CUPE BC Expense Policy. For travel to next day event (as per 6a) or return travel day on the next day after events (as per 6a) half day per diem shall be paid. When travel requires a full day, full day per diem shall be paid.
- c) Full day per diems shall be prorated where meals are provided. If all meals provided refer to section 6b.
- d) When members attend approved union business (excluding Retirement Seminar Course and General and Special meetings) requiring a full day (more than 4hrs), a \$17 per diem shall be paid.
- e) When executive members, or designates, attend union business (excluding Retirement Seminar Course) requiring a full day (more than 4hrs), a \$17 per diem shall be paid.

7. Meals:

All approved seminar/meeting attendees shall be reimbursed upon presentation of paid receipts. Charges for alcohol will not be reimbursed. Receipted reimbursements shall not exceed the per diem amounts.

8. Days in Lieu

In cases where Local 523 business causes Executive members to lose both of their consecutive regularly scheduled days off, they will be allowed to book off one day in lieu at Local 523 expense. Prior authorization of the Executive is required for book off of days in lieu. An approval form is available upon request. The Executive may approve days in lieu to non-Executive members for good reason.

**APPENDIX "F"      OUT OF POCKET POLICY**

Out of Pocket Expenses

Each active member of the Executive Board shall be paid the following annual amounts to compensate for out of pocket expenses:

|                                    |       |
|------------------------------------|-------|
| President .....                    | \$500 |
| 1st Vice President .....           | \$500 |
| 2nd & 3rd Vice President .....     | \$500 |
| Secretary Treasurer .....          | \$500 |
| Recording Secretary .....          | \$500 |
| Unit Chairs (5 in total) .....     | \$500 |
| Indigenous Workers' Representative | \$500 |

Executive members shall receive half payments six and twelve months after their election.

**APPENDIX "G"      GOOD & WELFARE**

Any member who celebrates the birth of a child or gets married shall receive a gift to a maximum of fifty dollars (\$50.00).

Any member who experiences extended leave due to serious illness/injury or who loses a member of their immediate family shall receive a gift to a maximum of fifty dollars (\$50.00).

At each general meeting there shall be six 'Good of the Union' draws of twenty-five dollars (\$25.00) each. Only members in attendance who have signed the log book shall be eligible. Members of the Executive Board are excluded from this draw.

## **APPENDIX "H "      EDUCATION POLICY**

All members in good standing are eligible to apply to participate in CUPE educational opportunities. All application for education (including Retirement Seminar Course) must be submitted through the CUPE 523 website (registration through the CUPE BC website will not be accepted). Applications will be processed by the Education Committee as per the Education Policy

The Local shall budget a minimum of \$50,000 annually for CUPE or CLC educational opportunities. The Executive Board shall administer and approve expenditures from this fund.

Requests for education can be made at any General meeting or by contacting a member of the Education Committee. All education received by members shall be tracked by the Recording Secretary.

All members who receive union education shall submit a written report to the Education Committee.

The Education Committee shall develop selection criteria for educational opportunities which will include, but may not be limited to; geographic location, equitable distribution of opportunities, previous education accessed, role in Union, etc.

## **APPENDIX "I "      CODE OF CONDUCT**

Local 523 is committed to ensuring that all of its meetings and activities are safe environments where members are encouraged to speak. Existing members are encouraged to welcome, mentor and support new members and equity-seeking members.

Local 523 strives to promote core values which include the principles of solidarity, equality, democracy, integrity, and respect. We are committed to mobilizing our energy and skills to work together to promote these values and to attain these goals in our Union, our communities, and globally.

Local 523 is committed to creating a council which is inclusive, welcoming, and free from harassment, discrimination and all types of bullying and intimidation. THE LOCAL 523 needs to ensure that it provides a safe environment for members, staff and elected officers to carry out our work. The Local 523 expects that mutual respect, understanding and co-operation will be the basis of all our interaction.

This Code of Conduct for the LOCAL 523 sets out standards of behaviour for members at meetings, and all other events organized by the LOCAL 523. It is consistent with the expectations outlined in the Equality Statement, CUPE National Constitution and these bylaws. It does not apply to complaints arising in the workplace(s), as those are dealt with through the grievance procedure and/or the applicable workplace(s) harassment policy.

As members of the LOCAL 523 we commit to one another and to the Union to be governed by the principles of the Code of Conduct and agree to:

- Abide by the provisions of the Equality Statement;
- Respect the views of others, even when we disagree;
- Recognize and value individual differences;
- Communicate openly;
- Support and encourage each other;
- Make sure that we do not harass or discriminate against each other;
- Commit to not engaging in offensive comment or conduct;
- Make sure that we do not act in ways that are aggressive, bullying, or intimidating; and
- Take responsibility for not engaging in inappropriate behaviour due to abuse of alcohol or other drugs while participating in union activities, including social events.

Harassment is objectionable behaviour which may include actions, language, gestures, and/or written material, and which the harasser knows or ought reasonably to know is abusive and unwelcome. Bullying is a form of harassment which is serious ongoing behaviour which targets an individual or group and which threatens that person or persons' mental and/or physical well-being.

A complaint regarding this Code of Conduct will be handled as follows:

1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code, by asking the person to stop such behaviour.



If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.

2. Once a complaint is received, a designated Officer of the Council will work to seek a resolution.
  
3. If this fails to resolve the matter, the designated Officer of the Local Union shall report the matter to the person in charge, who shall determine whether there is need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses.

This Code of Conduct is designed to create a safe, respectful and supportive environment within CUPE. It is meant to enhance the rights and obligations outlined in the Bylaws of the LOCAL 523, the CUPE National Constitution, the Equality Statement, and applicable human rights legislation, not replace them.

This Code of Conduct does not replace a member's right to access the trial provisions of the CUPE National Constitution.



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## **Grievance Fact Sheet**

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This Grievance Fact Sheet is designed to assist Stewards and local unions to keep a written record of what a grievance is about and what happens to it as it is processed through the various steps of the grievance procedure.

It is an important document and should be completed with care and accuracy. This document provides the union with a complete history of the case, including notes from the grievance meetings. It provides details about the grievance which may otherwise be overlooked or forgotten about. A copy of the completed fact sheet should be forwarded to the CUPE Representative once the grievance is referred to arbitration.

When the grievance is finalized, the completed fact sheet should be kept, along with the grievance form and Minutes of Settlement. These documents should be filed as per local union practices.

# GRIEVANCE FACT SHEET

To be filled out by the Steward and attached to the grievance form.

Grievance No: \_\_\_\_\_ Local No.: \_\_\_\_\_

## Who is involved in the grievance?

|  |                      |                        |
|--|----------------------|------------------------|
| <b>Grievor</b>                                       |                      |                        |
| <b>Name</b>  |                      |                        |
| <b>Department</b>                                    |                      |                        |
| <b>Classification</b>                                |                      |                        |
| <b>Wage rate</b>                                     | \$ _____             |                        |
| <b>Seniority</b> (provide start date, as applicable) | <b>Employer-wide</b> | <b>Bargaining unit</b> |
|  |                      |                        |
|  | <b>Department</b>    | <b>Classification</b>  |
|  |                      |                        |

|  |  |
|--|--|
| <b>Supervisor or other management involved</b> |  |
| <b>Name</b>                                    |  |
| <b>Department</b>                              |  |
| <b>Job Title</b>                               |  |

|  |  |
|--|--|
| <b>Witnesses or other persons involved</b> |  |
| <b>Name</b>                                |  |
| <b>Department</b>                          |  |
| <b>Classification</b>                      |  |

|                       |  |
|-----------------------|--|
| <b>Name</b>           |  |
| <b>Department</b>     |  |
| <b>Classification</b> |  |

PLEASE WRITE CLEARLY

**What** happened? What is the grievance about?

Make sure to include all points mentioned on the checklist for each type of grievance.

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**When** did the grievance occur?

Provide date and time grievance began. How often? For how long? Is it within time limits to proceed with a grievance?

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**Where** did the grievance occur?

Provide exact location – department, machine, aisle, job number, etc. Include diagram, sketch or photo if helpful.

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PLEASE WRITE CLEARLY

## Why is this a grievance?

Was there unjust treatment? Was there a violation of:

- the contract?
- a supplement?
- a law?
- past practice?
- a safety regulation?
- rulings or awards?

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## Want. What does the Grievor want?

What will make the Grievor whole? What is needed to completely correct the situation and settle the grievance with full redress? In the case of discharge, ask for back pay.

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## Employer contends:

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**Employee record of Conduct**

Warnings and/or penalties for lateness, absenteeism, quantity or quality of work, etc.  
*Provide date and reason for the warning or penalties.*

|                           | <b>Date</b> | <b>Reason</b> |
|---------------------------|-------------|---------------|
| Verbal warnings issued:   |             |               |
|                           |             |               |
|                           |             |               |
|                           |             |               |
| Written warnings issued:  |             |               |
|                           |             |               |
|                           |             |               |
|                           |             |               |
| Other discipline imposed: |             |               |
|                           |             |               |
|                           |             |               |
|                           |             |               |

**Any related information**

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**Additional information**

**Information given by witnesses**

Print the name of each witness followed by a summary of what each saw and heard. Get a signed statement.

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Signature of Witness

Date

Signature of Steward

Date

Signature of  
Aggrieved Employee

Date

**CHECKLIST FOR GRIEVANCE INVESTIGATION**

Have these points been covered and entered on the fact sheet?

| Discipline and Discharge   | ✓ | Discharge and Discipline Continued   | ✓ |
|--|---|--|---|
| Previous work record.  |   | Did you ask about any previous record, good or bad, long or short?                   |   |
| Complete record of events leading to discipline.                                       |   | Did you probe any extenuating circumstances, including personal problems of grievor? |   |
| An account of the incident resulting in discharge or reprimand.                        |   | Did you ask about the personal character of all people involved?                     |   |
| Management's reason for its action.  |   | Did you discuss the consequences of the penalty?                                     |   |
| Past practice in similar cases.  |   | Did you consider whether or not the punishment fits the crime?                       |   |
| Supervisor's name, etc.  |   | Did you advise the Grievor to seek employment while waiting?                         |   |
| Name of witnesses, etc.  |   |  |   |
| Dates and times (important to case).   |   |  |   |
| Discrimination / Duty to Accommodate   | ✓ | Dismissal for Innocent Absenteeism   | ✓ |
| Any discrimination on a prohibited ground?   |   | Grievor's attendance record, including reasons for absences.                         |   |
| Has the employer identified or made accommodation(s)?                                  |   | Likelihood of recovery.  |   |
| Has the union identified possible accommodation(s)?                                    |   | Any disability requiring accommodation to the point of undue hardship?               |   |
| Effect on other members of bargaining unit by any proposed accommodation(s)?           |   |  |   |
| Would the collective agreement be violated by any proposed accommodation(s)?           |   |  |   |
| Does employer claim that "undue hardship" would result from proposed accommodation(s)? |   |  |   |
| Harassment   | ✓ | Job Postings – Unsuccessful Applicant  | ✓ |
| Incident: Date, time, place.   |   | Grievor's classification and seniority.  |   |
| Kind of harassment: personal, racial, sexual.  |   | Grievor's experience and previous jobs.  |   |
| Consequences: promotion denied, position downgraded, unfair discipline.                |   | Name, classification and seniority of successful applicant.                          |   |
| Health effects: mental and physical.   |   | Experience and previous jobs of successful applicant.                                |   |
| Identify harassment source: Supervisor, Departmental Head or Co-worker.                |   | Management's reasons for rejecting the Grievor.                                      |   |
| Identify Witnesses: Co-workers and others.   |   | Management's reasons for choosing the successful applicant.                          |   |
| Is this a repeated incident?   |   |  |   |
| Has it been drawn to management's attention before?                                    |   |  |   |

PLEASE WRITE CLEARLY



|   |   |  |
|---|---|--|
| <b>Improper Layoff or Recall</b>                                  | ✓ |  |
| Employer-wide seniority of Grievor.                               |   |  |
| Bargaining-unit seniority of all involved.                        |   |  |
| Departmental seniority of all involved.                           |   |  |
| Classification or group seniority of all involved.                |   |  |
| Type of work to be performed.                                     |   |  |
| Previous experience of all concerned.                             |   |  |
| <b>Overtime – Regular</b>   | ✓ |  |
| Date and shift overtime was scheduled.                            |   |  |
| Classification scheduled for overtime.                            |   |  |
| Grievor's classification.   |   |  |
| Name and classification of employee who worked.                   |   |  |
| The actual work that was performed.                               |   |  |
| Previous record of overtime distribution.                         |   |  |
| Last time Grievor worked overtime.                                |   |  |
| Number of accumulated hours of overtime for Grievor (and others). |   |  |
| Supervisor's reasons for not asking Grievor to work.              |   |  |
| <b>Safety Hazards</b>   | ✓ |  |
| Name, classification, department of Grievor.                      |   |  |
| An account of the incident.                                       |   |  |
| What caused the complaint?  |   |  |
| Has it been previously reported?                                  |   |  |
| What action has management taken?                                 |   |  |
| What law or rule is violated?                                     |   |  |
| Witnesses: names, etc.  |   |  |
| Any injuries.   |   |  |
| Nature of injury.   |   |  |
| <b>Transfer – Denial of</b>                                       | ✓ |  |
| Grievor's seniority and classification.                           |   |  |
| Department requested.   |   |  |
| Name of new employees hired.                                      |   |  |
| Date of request for transfer.                                     |   |  |
| Availability of replacement for Grievor.                          |   |  |
| Supervisor's reasons for not agreeing to transfer.                |   |  |
|   |   |  |
| <b>Improper Pay – Work Assignment</b>                             | ✓ |  |
| Grievor's classification and seniority.                           |   |  |
| Grievor's regular work assignment.                                |   |  |
| Grievor's assignment on day in question.                          |   |  |
| Rate of pay applicable to assignment.                             |   |  |
| Exact work performed by Grievor and instructions from supervisor. |   |  |
| Grievor's experience and previous jobs.                           |   |  |
| <b>Overtime – Statutory Holidays</b>                              | ✓ |  |
| Same as regular overtime.   |   |  |
| Identify Statutory Holidays involved.                             |   |  |
| Verify that Grievor qualified for holiday pay.                    |   |  |
| Verify that Grievor was willing to work.                          |   |  |
| Verify that it was Grievor's turn to work.                        |   |  |
| Verify that supervisor deliberately bypassed Grievor.             |   |  |
|   |   |  |
|   |   |  |
| <b>Supervisors Working</b>  | ✓ |  |
| Name of person doing work.  |   |  |
| Type of work performed.   |   |  |
| Amount of time worked.  |   |  |
| Area where work was done.   |   |  |
| Grievor's classification.   |   |  |
| Availability of Grievor.  |   |  |
| Supervisor's reason for working.                                  |   |  |
|   |   |  |
| <b>Vacations</b>  | ✓ |  |
| Time requested.   |   |  |
| Time allotted.  |   |  |
| Seniority.  |   |  |
| Number of Employees in work group.                                |   |  |
| Employer's reasons for denial of request.                         |   |  |
| Names of other employees involved.                                |   |  |
| Seniority and classification of other employees involved.         |   |  |

PLEASE WRITE CLEARLY

**MEETINGS HELD AND DISPOSITION OF GRIEVANCE**

**STEP 1**

*(insert level of management involved)* \_\_\_\_\_

**Date:** \_\_\_\_\_

**Persons present:** \_\_\_\_\_  
\_\_\_\_\_

**Outcome:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signed:** \_\_\_\_\_

**STEP 2**

*(insert level of management involved)* \_\_\_\_\_

**Date:** \_\_\_\_\_

**Persons present:** \_\_\_\_\_  
\_\_\_\_\_

**Outcome:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signed:** \_\_\_\_\_

**STEP 3**

*(insert level of management involved)*

**Date:** \_\_\_\_\_

**Persons present:** \_\_\_\_\_  
\_\_\_\_\_

**Outcome:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signed:** \_\_\_\_\_

**STEP 4**

*(insert level of management involved)*

**Date:** \_\_\_\_\_

**Persons present:** \_\_\_\_\_  
\_\_\_\_\_

**Outcome:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signed:** \_\_\_\_\_