

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 728**

BY-LAWS

**SICKBANK
CONSTITUTION and BY-LAWS**

**BENEFIT FUND
CONSTITUTION and BY-LAWS**

**Revised
September 2014**

BY-LAWS – LOCAL 728
CANADIAN UNION OF PUBLIC EMPLOYEES

PREAMBLE

It is the purpose of these By-laws to familiarize the membership of the Union with decisions made by majority vote during the history of our local Union.

It is the responsibility of the membership of the Union that these By-laws are adhered to. Any violation of these By-laws will be dealt with as provided in the National C.U.P.E. Constitution.

If a member considers a By-law unjust he/she shall have the right to make a notice of motion to change it. Such a notice of motion shall be voted on at the next regular general membership meeting, but shall require a two-thirds majority vote to be carried.

It is the object of these By-laws to elevate the dignity of the Union and to elevate our moral obligations toward each other.

It shall be the memberships' responsibility to remember their obligation so that we may better strive toward the fulfillment of a unity of purpose in the day to day struggle for a more meaningful life. This must include a continued struggle to improve our collective agreement with our employer, so that our standard of living will evermore reasonably reflect the rising increase in the production of goods and services in Canada. We must further improve and strengthen our collective agreement so that no injustice can be imposed on our membership individually or collectively.

It shall be recognized as a right of a member of this Union to lay a charge under the Constitution if he/she thinks the Constitution, By-laws, or Collective Agreement has been violated.

That we, as a Union, participate actively in the political life of our country, federally, provincially and locally. That we encourage support of candidates who adopt labour's platform and best represent the interests of labour. That we sponsor "All Candidates" meetings so that we can hear and decide which candidates represent labour in the political arena.

That we recognize the need for all-out unity of all unions to successfully combat anti-labour legislation.

EQUALITY STATEMENT

Union solidarity is based on the principle that union members are equal and deserve mutual respect at all levels. Any behaviour that creates conflict prevents us from working together to strengthen our union.

As unionists, mutual respect, cooperation and understanding are our goals. We should neither condone nor tolerate behaviour that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile or offensive environment.

Discriminatory speech or conduct which is racist, sexist, transphobic or homophobic hurts and thereby divides us. So too, does discrimination on the basis of ability, age, class, religion, language and ethnic origin.

Sometimes discrimination takes the form of harassment. Harassment means using real or perceived power to abuse, devalue or humiliate. Harassment should not be treated as a joke. The uneasiness and resentment that it creates are not feelings that help us grow as a union.

Discrimination and harassment focus on characteristics that make us different; and they reduce our capacity to work together on shared concerns such as decent wages, safe working conditions, and justice in the workplace, society and in our union.

CUPE's policies and practices must reflect our commitment to equality. Members, staff and elected officers must be mindful that all sisters and brothers deserve dignity, equality and respect.

1. NAME

The name of this Local shall be:

Canadian Union of Public Employees,
Local 728,
Non-Teaching Employees,
School District No. 30 (Surrey)

2. PRINCIPLES AND OBJECTIVES

- (a) To place the various occupations of the membership upon a high plane of efficiency and skill.
- (b) To secure adequate remuneration for work performed.

3. MEETINGS

Meetings shall be held on the third Wednesday of each month at 8:00 p.m., except in March, when the meeting will be held the week after Spring break. A quorum for the transaction of business at any regular or special membership meeting shall consist of at least seventy (70) members in good standing, including at least three (3) members of the duly elected officers.

Upon entering the meeting hall all members shall record their names in their Roll book and indicate what department they work in.

4. SPECIAL MEETINGS

Special meetings may be called by order of the Executive Committee or by a written request of twenty-five (25) members, provided, however, that no business shall be transacted at such special meetings other than that for which the special meeting has been called.

Upon receiving written notice of special meetings it shall be the duty of the Recording Secretary to ensure that the membership is informed prior to said special meeting.

5. OFFICERS

The officers of the Local shall consist of:

President
1st Vice President
2nd Vice President
Recording Secretary
Secretary Treasurer
2 Executives at Large
Executive at Large/Communications Officer
3 Trustees
2 Sergeants-at-Arms
Chief Shop Steward Clerical
Chief Shop Steward Maintenance Trades
Chief Shop Steward Maintenance Non-Trades
Chief Shop Steward Janitors
Chief Shop Steward Attendants
Chief Shop Steward SEA - Elementary
Chief Shop Steward SEA - Secondary and Spareboard
Chief Shop Steward Student Support

All of whom shall be elected by the membership at large at the annual elections. The Chief Shop Stewards shall be elected only by the members of the relative department.

6. EXECUTIVE BOARD

The Executive Board shall comprise all officers, except Trustees, and Sergeants-at-Arms. The Executive Board shall meet at least once every month.

The majority (8) of the Executive Board constitutes a quorum.

7. DUTIES OF OFFICERS

7.1 President:

The President shall preside at all special and regular membership meetings of the Local; sign all orders on the Treasury when ordered by the Local Union; appoint all committees not otherwise ordered; and transact such other business as may of right pertain to his/her office and which is necessary for the proper functioning of the Local Union. He/she shall ensure that all officers perform their assigned duties, and shall automatically attend all conventions as a delegate of this Local. The President shall vote on all motions and elections in case of tie, to cast the deciding ballot. The President shall sign an authorization, if requested by the Secretary.

The President shall take a fulltime leave of absence pursuant to the Collective Agreement between the School district and the Union. The President shall oversee all committees. The President shall co-ordinate and oversees progress of all grievances, WCB appeals and arbitrations. The President shall visit worksites on a regular basis in order to maintain a high profile of the Local and to keep in touch with problems encountered by members in the workplace. The President shall be expected to attend evening meetings. The President is responsible for the day to day operations of the office. The President shall complete timesheets and a daily log of activities to be reviewed monthly by the Executive.

The rate of pay for the President will be set at pay band 17.

7.2 1st Vice President:

It shall be the duty of the 1st Vice President, in the absence of the President, to preside and to perform all duties pertaining to the office of President, and to render such assistance as may be required; and in case of a vacancy in the office of President to fill the vacancy. The 1st Vice President shall administer the oath of obligation to new members.

7.3 2nd Vice President:

It shall be the duty of the 2nd Vice President, in the absence of the President, and 1st Vice President, to preside and to perform all duties pertaining to the office of President, and to render such assistance as may be required; and in case of a vacancy in either the office of the President, or 1st Vice President, to act in either capacity until the Local elects another person to the vacancy. He/she shall be Chairman of the Sick Bank Committee and Benefit Fund Committee.

7.4 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. Minutes of each regular general membership meeting may be typed, at the discretion of the Executive and then circulated at the following regular general membership meeting. All motions shall be entered in the minute book of the Local, all alterations in the rules and By-laws by motion or amendment, and fulfill all other secretarial duties as directed by the President. The Recording Secretary shall receive all mail, file a copy of all letters sent out, keep on file all communications received, and answer all correspondence. The Recording Secretary shall prepare all circulars and notices of issuance to the members. The Recording Secretary shall have all books and papers ready on reasonable notice for

Trustees, and on termination of office shall surrender all books, seals and other properties of the Local to a successor.

7.5 Secretary-Treasurer:

The Secretary-Treasurer shall keep all financial accounts of the Local Union and shall maintain correct and proper accounts of all members. He/she shall receive all initiation fees, dues, assessments and fines from members of the Local Union and shall deposit same in the name of the Local Union in such bank or Credit Union as provided in Section 3 of Article IV of the National Constitution. The Secretary-Treasurer shall in conjunction with the Executive Board. Prepare an annual budget.

The Secretary-Treasurer shall make a financial report to the Local Union monthly.

It shall be the duty of the Secretary-Treasurer to keep on file all receipts for money sent to Canadian Union Headquarters during the year. (Article III, 3.8 of the National Constitution).

The Secretary-Treasurer shall submit his/her books and records half yearly to the Trustees for audit and shall furnish the Trustees with a letter from the bank where the funds of the Local Union are deposited, attesting to the amount to the credit of the Local Union at such bank. H/she shall submit receipts or vouchers covering all expenditures made on behalf of the Union to the Trustees for each audit period.

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 15th day of each month, all financial obligations owing to the Canadian Union of Public Employees. He/she shall forward one dollar (\$1.00) of each initiation fee on all members admitted along with the per capita tax on all dues received by the Local Union. 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 be a member of the Sick Bank Committee and Benefit Fund Committee.

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.

7.6 Executive at Large:

It shall be the duties of the Executives at Large to deal with questions and problems that arise, such as: workers Compensation Board cases and benefits, pensions, payroll questions or problems, in liaison with committees, as determined by the Executive. They will keep the President informed of all matters in their area which may affect the general welfare of the local. It shall be the duty of the Executive at Large/Communications Officer to maintain the local's website and to compile articles for the Chronicle. They will also produce informational material as required from time to time by the Local

7.7 Trustees:

The Trustees shall audit the books of the Secretary-Treasurer and shall exercise general supervision over the property of the Local Union. There will be a total of three Trustees, one shall be elected each year for three years. The Trustees shall examine the books and records of the Secretary-Treasurer at least half yearly or every six months and shall report to the next regular

general membership meeting of the Local Union following the end of each half year, on the condition of the funds and accounts, the number of members in good standing, the number initiated, expelled or suspended, admitted or withdrawn, together with such information they may deem necessary, to the efficient and honest administration of the Local Union. They shall transmit a copy of such report to the National Secretary-Treasurer of the Canadian Union of Public Employees. One Trustee shall act as chairman and the President shall be so notified.

7.8 Sergeant at Arms:

It shall be the duty of the Sergeant at Arms to guard the inner door and to admit no one but members in good standing or officers and officials of the Canadian Union of Public Employees, except on the order of the President and by consent of the members present. The Sergeant at Arms shall not permit any member to retire without permission of the President. He/she shall assist the Recording Secretary in maintaining the record of membership attendance at meetings of the Local on the official record kept in the charge of the Secretary-Treasurer.

He/she shall perform such other duties as may be assigned by the President from time to time.

7.9 Chief Shop Steward:

It will be the duty of the Chief Shop Stewards to ensure that the Agreement is being adhered to. Any grievances arising out of a violation of the collective Agreement will be handled by the Chief Shop Steward of the department in which the member is employed, and shall be reported to the President or a designated representative, who will subsequently advise the Executive Board.

8. SHOP STEWARDS

The Shop Steward structure shall be determined by Executive recommendation and elected by the members of the sub department, at a special department meeting prior to the May Shop Stewards meeting. Members running for these positions must have attended fifty (50%) percent of general meetings. In the case of no eligible members, the President may appoint until such time as eligibility is obtained.

Shop Stewards will be responsible to the Chief Shop Steward and must report all problems to the Chief Shop Steward. They must assist the Chief Shop Steward in the grievance procedure. Because the interpretation of the Collective Agreement affects every member it is understood that the greater good of the membership is the governing principal. Shop Stewards may make reports to the Chief Shop Steward to put forward at the general membership and the Executive meeting. These Shop Stewards will meet with the Executive four (4) times a year; September, November, February and May.

9. LIAISON COMMITTEE

The Liaison Committee shall be seven (7) members, the President, and Chief Shop Stewards for Clerical, Maintenance, Janitors, Bus Drivers, Teaching Assistants and Attendants. The Recording Secretary shall also be in attendance as necessary.

In the event of absence of any member of the (Liaison/Negotiating) Committee, the President will substitute with a Vice President or an Executive at Large.

10. NEGOTIATING COMMITTEE

The Negotiating Committee shall consist of President, 1st Vice President and Chief Shop Stewards. The Recording Secretary shall also be in attendance at all meetings of the Negotiating Committee.

The CUPE representative assigned to the Local shall be a non-voting member of the Committee and may be consulted at all stages for formulating proposals, through negotiations, to contract ratification by the membership at a special general membership meeting.

11. GRIEVANCE COMMITTEE

The Grievance Committee shall consist of the President, 1st Vice President and the respective Shop Steward. The committee shall manage all grievances and make recommendations to the Executive for final determination. The committee will prepare a report to the Executive Board and the CUPE National representative.

12. STANDING COMMITTEES

The following standing committees shall be elected by the membership at the June meeting except the Entertainment Committee which shall be elected annually in April:

- 12.1 Health & Safety
- 12.2 Entertainment
- 12.3 Constitution and By-laws
- 12.4 Political Action
- 12.5 School Board Trustee Action
- 12.6 Education
- 12.7 Women's Committee
- 12.8 Contracting Out
- 12.9 Human Rights & Equity
- 12.10 Pension Committee

12.1 Health & Safety Committee shall consist of three (3) members elected from the general membership. The committee members will sit on the District Health & Safety Committee. Their duties shall be to see that Safety Regulations as laid out by the Workers' Compensation Board are carried out and report on any irregularities or safety hazards. The Committee shall report on all actions and findings at the next regular general membership meeting. Health & Safety Committee members shall be entitled to attend all seminars and workshops relating to safety. All reports and proposals of this Committee be made available to the members for information at the next regular general membership meeting, following presentation to the Executive. Also, the reports and proposals are to be published in the monthly Chronicle that precedes the meeting the reports and proposals are tabled at.

Health & Safety Sub-Committee - the Health & Safety Sub-Committee shall consist of five (5) members elected from the general membership plus the three (3) members from the Health & Safety Committee. Their duties shall be to assist the Health & Safety Committee where needed and to arrange for education for the membership. They will be entitled to attend seminars and workshops relating to Health & Safety.

12.2 Entertainment Committee shall comprise of not less than three (3) members. It shall be the function of this Committee to arrange and conduct all social and recreational activities of the Local as a result of decisions made at regular general membership meetings. All reports and proposals of this Committee be made available to the members for information at the next regular general membership meeting, following presentation to the Executive. Also, the reports and proposals are to be published in the monthly Chronicle that precedes the meeting the reports and proposals are tabled at.

12.3 The Constitution and By-Laws committee shall consist of not less than three (3) members, and not more than eight (8) members elected from the general membership. A quorum shall be fifty percent plus one (50% + 1) of the elected Committee. Their duties shall be to review and recommend amendments to the Constitution and By-Laws to the Executive board. All reports and proposals of this Committee shall be made available to the members for information at the next regular general membership meeting, following presentation to the Executive. Also, the reports and proposals are to be published in the monthly chronicle that precedes the meeting the reports and proposals are tabled at.

12.4 The Political Action Committee shall consist of not less than three (3) members, and not more than eight (8) members to be elected from the general membership. A quorum shall be fifty percent plus one (50% + 1) of the elected Committee. Their duties shall be to research and recommend action in any field that is affected by legislation on all levels of government which affects the labour movement. All reports and proposals of this Committee shall be made available to the members for information at the next regular general membership meeting, following presentation to the Executive. Also, the reports and proposals are to be published in the monthly Chronicle that preceded the meeting the reports and proposals are tabled at.

12.5 The School Board Trustees Action Committee shall consist of not less than three (3) members. The duties of this Committee shall be to monitor the local actions and opinions of the Surrey School Board Trustees. All reports and proposals of this Committee shall be made available to the members for information at the next general membership meeting, following presentation to the Executive. Also, the reports and proposals are to be published in the monthly Chronicle that precedes the meeting the reports and proposals are tabled at.

12.6 The Education Committee shall consist of three (3) members elected from the general membership. Their duties shall be to work together with CUPE BC toward the betterment of Union education for the Local members. The Committee shall report all education information to the regular general membership meeting and/or publish it in the monthly Chronicle.

12.7 The Women's Committee shall consist of not less than three (3) members elected from the general membership. Their duties shall be to work together with CUPE BC in dealing with issues of concern to women in the work place, in the community and abroad. All reports and proposals of this Committee shall be made available to the members for information at the next general membership meeting, following presentation to the Executive. Also, the reports and proposals are to be published in the monthly chronicle that precedes the meeting the reports and proposals are tabled at.

12.8 The Anti Contracting Out Committee shall consist of at least three (3) members elected from the general membership. Their duty shall be to monitor and review the contracting out of all work done or expected to be done by members of CUPE Local 728 except work performed as outlined in Article 4, Section 1 or any subsequent numbering of the Collective Agreement. All reports and proposals of this committee shall be made available to members for information at the next general

membership meeting, following presentation to the Executive. Also, the reports and proposals are to be published in the monthly Chronicle that precedes the meeting the reports and proposals are tabled at.

12.9 The Human Rights and Equity Committee shall consist of not less than three (3) members. This committee shall strive to achieve and maintain the following objects:

- a) To promote a solid understanding of human rights
- b) To promote the principles of equal rights and equity from a union perspective.
- c) To encourage recognition of an action that would eliminate stigmas, stereotypes and other barriers facing minority groups.
- d) To involve as broad a cross section of people as possible in any and all union and community endeavours.
- e) To promote fair and equitable treatment for all. The committee shall work in conjunction with CUPE BC and CUPE National in order to achieve the above goals with the utmost efficiency and timeliness.

All reports and proposals of this Committee shall be made available to the members for information at the next general meeting, following presentation to the Executive. Also, the reports and proposals are to be published in the monthly Chronicle that precedes the meeting the reports and proposals are tabled at.

12.10 Pension Committee shall consist of not less than three (3) and no more than five (5) members, one of whom shall be a retired member appointed by the committee. the duties of this committee shall be to monitor the Municipal Pension Plan. They shall also educate and advocate for the members of the local and forward concerns about the MPP to the CUPE trustees and concerns about CPP and OAS to federal MP's. The committee shall meet two to three times a year.

13. INITIATION FEES AND DUES

The initiation fees shall not be less than ten (\$10.00) dollars. Monthly Union dues shall be **1.8%** of gross earnings.

Any changes in the Local Union dues can be made only at a regular general membership meeting when a notice of motion has been previously given, except where the minimum dues are raised by an amendment to the CUPE Constitution.

Cost of arbitrations may be assessed against the membership in excess of the established Union dues. This assessment shall be an executive decision and only to the maximum amount of the arbitration cost.

14. DELEGATES TO CONVENTIONS, COUNCILS AND INSTITUTES

All delegates to conventions shall be elected at regular general membership meetings with the exception of the President who will automatically attend.

Delegates to the New Westminster and District Labour Council and to the CUPE Metropolitan Vancouver District Labour Council shall be elected annually at the September regular

membership meeting. They shall be required to report at each regular general membership meeting of the Local on proceedings at recent meetings of the above named councils.

Delegates to the Labour Council and the Metro Council automatically are nominated to attend conventions, provided they have attended sixty percent (60%) of council meetings since their last election. Any member nominated from the floor must have attended five (5) meetings one of which shall be the April meeting. These meetings are to have been attended in the preceding year.

All nominees must be present at the meeting at which elections take place unless sick or occupied on Union business, and then a written and signed and dated acceptance must be submitted to the President by the nominee not later than the time set on the agenda for the reading of the correspondence on the night of the elections.

For Educational Seminars two (2) Executive Officers may be appointed to attend one (1) seminar once a year. Four (4) members may also be elected from the floor. In the event that no Executive Officers are appointed, then six (6) from the floor may be elected. Weekend seminars are excluded from this provision, but out of pocket expenses will be paid, such as meals and mileage.

Any member wishing to attend a week long labour course shall as a prerequisite, attend a related week-end course offered locally by Canadian Union of Public employees (CUPE) or by local Labour Councils. A member can only attend one (1) weeklong Labour course per year.

All official representatives of the Union shall be given a per diem of seventy-five dollars (\$75.00) per day for expenses incurred at conventions and educational seminars (other than week-end seminars) and shall be reimbursed for loss of wages, transportation and hotel. Representation at educational institutes and seminars shall be on the recommendation and approval of the membership. However, if time is of the essence, then the executive may appoint representatives.

Expenses incurred at week-long educational seminars (where meals are included), all official representatives of the Union shall be given a per diem of ten dollars (\$10.00) per day and shall be reimbursed for loss of wages, transportation and hotel.

When any convention or educational seminar is held in the lower mainland, hotel rooms shall be paid from the morning when the convention or educational seminar commences. When a delegate has been appointed to a committee the Executive shall deem if a room is required prior to the convention or educational seminar commencing.

If a convention is held in the District of Surrey, one hotel room shall be considered the maximum to be paid for the by Union.

15. ELECTIONS

For the purpose of conducting the annual elections, the President shall, subject to the approval of the members at the regular general membership meeting in March of each year, appoint a Returning Officer and Assistants. They shall be members in good standing and not candidates for office. The Returning Officer and his/her assistants shall have full responsibility for the distributing and counting of ballots at the elections as set out in these By-laws and shall treat all information submitted to them in connection with that office as confidential. The Returning Officer shall make his/her report to the meeting only at the time appointed. The Returning Officer shall be responsible for issuing the ballots to and receiving them from the members. The annual elections shall be held on the day of the regular meeting in April of each year. The method of election shall be by secret ballot. Immediately following the close of voting the Returning Officer and his/her assistants shall proceed to count the ballots. Upon completion of same, the Returning Officer shall notify the President that he/she is ready to report, and his/her report shall be made immediately.

The form of ballot shall be decided upon by the Executive, who shall be responsible for the preparation of sufficient ballots. Any candidate may appeal for a recount of the votes for whichever office he/she was a candidate; or the meeting itself, without an appeal, may order a recount of any or

all elections, provided however, that in either instance a number equivalent to a quorum shall vote in favour of such recount. Such recount shall be taken immediately and prior to election of any other office.

A 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 majority. On the second and subsequent ballots the candidate receiving the lowest number of votes in the previous ballot shall be dropped. In case of a final tie vote, the presiding Officer may cast the deciding vote. Any member running for any office must attend fifty percent (50%) of regular general membership meetings during the year immediately prior to elections. This restriction is not applicable when a candidate is or was provingly incapacitate during the period in question.

Nominations for all Executive Board positions shall be accepted at the March general meeting and April election meeting. Members accepting nomination shall be entitled to make a brief statement at the April election.

16. INSTALLATION OF OFFICERS

All duly elected Officers shall be installed at the meetings at which elections are held and shall continue in office for one year or until such time as a successor has been elected and installed.

In the event that any elective office becomes vacant during the normal period between elections, a special election shall be held to fill the vacancy at the next regular general membership meeting.

Should any board member fail to answer roll call for three (3) consecutive (general or executive) meetings without having submitted good reasons for those failures, their office shall be declared vacant and shall be filled by an election at the following general meeting.

17. ORDER OF BUSINESS

Shall be as laid out in the National Constitution.

18. RULES OF ORDER

Shall be as laid out in the National Constitution.

19. PREPARATION OF THE COLLECTIVE AGREEMENT

Prior to the expiry date of the Collective Agreement the Negotiating Committee, with the membership, and then in consultation with the representative of the National Union shall prepare a new proposed Agreement. It shall be the duty of the Negotiating Committee to endeavour to effect a new Agreement before the expiry date of the current Agreement, so that the new Agreement may take effect the day next following expiry date of the current Agreement thus avoiding the necessity for retroactive adjustment.

Prior to negotiations, all demands are to be presented to a special general membership meeting, and shall subsequently be mailed, as amended, to all members, following such special meeting.

Ten (10) days prior to voting on a new Agreement, the Memorandum of Agreement shall be mailed to all members of the Union.

20. GENERAL EXPENSES FOR OFFICERS

All Officers, Delegates and Shop Stewards shall have the right to mileage allowance while on Union business at the prevailing rate of School District No. 36 (Surrey).

The mileage report shall show distance travelled and destination and the date traveled. When the President is absent due to illness, the Vice-President shall also receive the month expenses while taking over the duties as Acting President, and that if a member of the Executive is replaced due to sickness the replacement shall also be paid the monthly expenses.

21. APPRECIATION

Upon leaving the employment of the Board, a token of appreciation shall be presented to members with ten (10) consecutive years or more of membership to CUPE Local 728. Such presentation shall be made on special invitation to that member to attend a regular general membership meeting.

The token of appreciation shall be one hundred dollars (\$100.00) plus fifteen dollars (\$15.00) per year of service, to a maximum of five hundred dollars (\$500.00) in a wallet bearing the CUPE logo. Retirees in good standing with CUPE 728 continue to be non-voting members and may not hold office with CUPE 728. These members may attend all general membership monthly meetings of CUPE 728.

22. NEW MEMBERS

Upon becoming eligible to join the Union new employees of School District No. 36 (Surrey) must attend the next regular general membership meeting in order that the Oath of Obligation may be taken.

During the months of July and August, new members may be initiated at the Union Office with the President and Chief Shop Steward concerned in attendance.

23. VOTING OF FUNDS

Except for ordinary expenses and bills as approved at membership meetings, no sum over fifteen cents (0.15) per capita of this Local shall be voted for purpose of a grant or contribution to any cause outside of CUPE, excluding the scholarship awards, except by notice of motion given in writing and dealt with at the following regular general membership meeting.

The Executive Board retains the right to vote funds up to five hundred dollars (\$500.00) at an Executive meeting, for the purpose of donations, purchases, etc.

24. SCHOLARSHIP AWARDS

A CUPE 728 Scholarship Award of one thousand dollars (\$1,000.00) will be made annually to the son or daughter of a member who has the highest average on graduation from a senior secondary school. This scholarship award will be for further education. A letter of application, including a copy of marks received by the applicant from the senior secondary school attended, and

stating the name of the institute of further education, must be made to the Secretary-Treasurer prior to September 1st.

A memorial scholarship for two thousand dollars (\$2,000.00) be offered annually in the name of Thomas G. Ellis to a son or daughter of a Local 728 member and, that academic standing be the criteria and that the presentation, when possible, be made at a regular Union meeting and, the application process be advertised in the chronicle and, that payment of the scholarship be made on notification to the Union that the recipient is enrolled in a post-secondary education facility.

A CUPE 728 Scholarship Award for five hundred dollars (\$500.00) will be made annually to the son or daughter of a member by random draw. All applications from secondary school graduates stating the name of the institute of further education will be eligible for the draw, exclusive of the successful recipients of the two preceding scholarship awards.

25. AMENDMENTS

These By-laws are always subordinate to the CUPE Constitution including Appendix B as it exists and may be amended from time to time; and in the event of any conflict between these By-Laws and CUPE Constitution, the latter shall govern. Constitutional interpretation, including determination of conflict is the prerogative of the National President.

These By-laws shall not be amended, added to, or suspended except upon a two-thirds majority vote of those present and voting at a regular or special general membership meeting following written notice given at a previous regular general membership meeting. 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.

26. MASCULINE/FEMININE

Masculine pronouns used in the foregoing By-laws shall be understood to include feminine gender.

27. UNION PAID LEAVES

(a) All Union paid leaves must be authorized by the President or his/her designate prior to submitting the request to the employee's supervisor. The President shall also pre-authorize Union paid leaves as determined from time to time by the general membership.

(b) A copy of the signed Leave of Absence form shall be left at the Union office prior to the leave being taken.

**SICK BANK CONSTITUTION
AND
BY-LAWS
LOCAL 728
CANADIAN UNION OF PUBLIC EMPLOYEES**

1. NAME

The name of this Association Plan shall be “The Canadian Union of Public Employees, Local 728’s Sick Bank”.

2. OBJECT

The object of this Plan shall be to give assistance to its members in time of sickness.

3. MEMBERSHIP

Eligibility to receive benefits shall be open to any member of Local 728 of the Canadian Union of Public Employees, hereafter called the Union, who has been a member for at least **two (2) years**. This does not include members who do not contribute.

4. OFFICERS

The Sick Bank Committee shall consist of the following:

Chairperson
Secretary-Treasurer
6 Officers at Large

The Chairperson shall be the Second Vice-President of the Union. The Secretary-Treasurer shall be the Treasurer of the Union. The six (6) Officers at Large shall be elected for a term of three (3) years. At the regular general membership meeting of the Union in the month of October, two (2) will be elected to replace the two (2) who have completed their term of office.

The Committee shall be known as the Sick Bank Committee and meet as often as necessary, but not less than quarterly, or at the call of the Chair. Five (5) members of the Committee, including the Chairperson shall be a quorum.

5. DUTIES OF OFFICERS

The Chairperson shall preside at all meetings of the Sick Bank Committee. He/she shall, if necessary, cast the deciding vote in Committee decisions. He/she shall on the death or retirement of one of the Officers, appoint another member of the Union to fill the vacancy for the unexpired portion of the term.

The Secretary-Treasurer shall conduct the affairs of the Sick Bank in a proper book of accounts. He/she shall keep records of the activities of the Sick Bank in a proper book of accounts and attend to any necessary correspondence. He/she shall give a full months report of any disbursements made from the Sick Bank at each regular general membership meeting of the Union. This shall include the name of the member and the length of the time drawing on the Sick Bank.

The Officers at Large shall assist the Chairperson and the Secretary-Treasurer in any activity of the Sick Bank as found necessary.

6. AUTHORIZATION

The Sick Bank Committee is authorized to assist members of the Union in the following manner:

- 6.1 They may visit sick and disabled members in hospital and at home.
- 6.2 May authorize Sick Bank benefits as per the following in Section 7 of these bylaws:
- 6.3 May authorize a top up of the Long Term Disability Plan provided by the terms of the Collective Agreement between Surrey School Board and CUPE Local 728.
- 6.4 May authorize payment of health benefit premiums for members collecting Long Term Disability Benefits from the Public Education Benefits Trust.

7. TERMS

7.1 The maximum time a member may draw from the Union Sick Bank shall be one hundred and twenty (120) calendar days of accumulated time off, whether consecutive or not. Sick Bank benefits shall be paid at the rate of eighty percent (80%) of regular rate of pay.

7.2 A claim made by a member within one hundred and twenty (120) calendar days of the date the member last received Sick Bank benefits shall be deemed to be a continuation of the previous claim. Should the member draw Sick Bank benefits for the maximum of one hundred and twenty (120) calendar days of accumulated time off, he/she must work one hundred and twenty (120) calendar days consecutively to re-qualify for Sick Bank benefits.

7.3 No application by members shall be considered until his or her accumulated sick leave has expired.

7.4 No Sick Bank benefits shall be granted to a member until the 2nd Vice President has received a completed "Initial Application for Benefits From the Sick Bank" form which includes the opinion of a physician that the member is disabled from his or her usual employment. The member must also attend an information session when the initial application for benefits is submitted.

The form of the "Initial Application for Benefits From the Sick Bank" is set out in Schedule "A" to these By-Laws.

To receive benefits from the Sick Bank, a member must comply with all of the terms set out in Schedule "A", which terms are adopted and form part of these By-Laws.

7.5 After the initial two (2) week period of receipt of Sick Bank benefits, no further Sick Bank benefits shall be granted to a member until the 2nd Vice President has received a completed "Application for Continuing Benefits from the Sick Bank" form which includes the opinion of a physician that the member continues to be disabled from his or her usual employment.

The form of the "Application for Continuing Benefits From the Sick Bank" is set out in Schedule "B" to these By-Laws.

To continue to receive benefits from the Sick Bank a member must comply with all of the terms set out in Schedule “B”, which are adopted and form part of these By-Laws.

7.6 If there is reasonable certainty that a member will not be returning to his/her job due to a permanent disability, then the member shall apply to the Canada Pension Plan. Once the disability pension has been established the member will notify the Union, and his/her sick Bank benefits will be adjusted accordingly. That is, upon commencement of disability pension the member will receive a “top up” from the Sick Bank fund for the duration of their Sick Bank benefits entitlement in accordance with the provisions of Article 7.1. Such top up when added to the pension allowance will total eighty percent (80%) of the member’s wages.

Once the Canadian Pension Plan is in effect the member will no longer be required to have a physician complete the physician’s section of Schedule “B”.

7.7 While a member is hospitalized, he/she is not required to complete Schedules “A” and “B” until discharged from hospital.

If a member does not have the capacity to complete Schedules “A” and “B”, whether while hospitalized or not, then the nearest next of kin or friend may complete Schedules “A” and “B” on behalf of the member.

7.8 Illness and/or complications confirmed by a medical practitioner will qualify pregnancies for Sick Bank benefits. Such illness or complications shall no longer qualify for Sick Bank benefits upon receipt of Employment Insurance Maternity Benefits or upon delivery of the child whichever comes first.

7.9 No Sick Bank benefits shall be granted to a member unless he or she has been sick for five (5) consecutive working days then payment from day six shall apply.

7.10 If a member is injured on his/her job and does not file a Workers’ Compensation Board report within the specified time, said member shall not be eligible to receive benefits from the Sick Bank.

7.11 Four (4) days sick leave shall be automatically deducted from each member on January 1st of each year for the purpose of putting into the Sick Bank. Members who do not qualify under Article 3 shall be exempt. The Sick Bank shall not be allowed to drop below five hundred (500) days at any time. If the bank falls below 500 days it will automatically trigger increased deductions of days until 600 days re reached. If additional days are required other than at that time (January 1st of each year), then this would be brought to the membership meeting with a notice of motion.

7.12 All earnings from employment sources must be declared to the Sick Bank Committee for approval and adjustment of claim if or as necessary.

7.13 Any member who violates any provisions of the Sick Bank By-Laws shall be guilty of an offense against the constitution and/or Local 728 By-Laws. The Sick Bank Committee has the discretion to waive any of the terms contained in Article 7 and Schedule “A” and “B”.

7.14 A member may appeal a decision of the Sick Bank Committee if there is disagreement. If there is no resolution, they then may appeal to the Executive Board.

SICK BANK

SCHEDULE "A"

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 728'S SICK BANK INITIAL APPLICATION FOR BENEFITS FROM THE SICK BANK

(Print) Last Name First Name

ADDRESS: _____

PHONE: _____

INSURANCE/ACCIDENT PARTICULARS (complete only if applicable)

Date of accident _____ First day off work _____

Is this an ICBC claim?

If so, claim no. _____ Adjuster's name _____

Is this a WCB claim?

If so, claim no. _____ Adjudicator's name _____

Are you making a claim against any party or insurer for injuries sustained other than and ICBC or WCB claim?

If so, claim no. _____ Adjuster's name _____

FOR COMPLETION BY PHYSICIAN:

Name of Attending
Physician: _____

Address: _____

Diagnosis: _____

It is my opinion that the above noted patient is presently disabled from his/her regular employment. This patient has been disabled from _____ to date.

It is my opinion that this patient will be able to return to work on _____.

I am a physician licensed to practice in the Province of British Columbia.

Physician's signature Date

PHYSICIAN'S STAMP

Note: Have this form signed by your Dr. and return it to the Union by noon on the date Indicated in the left hand corner.

FOR COMPLETION BY MEMBER

I hereby apply for benefits from the Union Sick Bank for the period commencing

_____.

In order to receive Union Sick Bank benefits, I agree to the following terms. If I do not comply with these terms, I will not be eligible for benefits.

1. When to File Application Forms/Completion of Forms

I will fully complete this three (3) page form and ensure that the union office has received it in order to commence my claim for benefits. If the completed form is not received within five (5) days of the date that my benefits would have commenced, then payment will be delayed.

Thereafter, I must ensure that the fully completed continuing application form is received by the union office by the morning of every fourth Thursday, one (1) week prior to my regular payday. If the completed forms are not received on time, there will be a delay in payment of benefits.

If any of the forms are not received by the union office or are not completed in full, there will be a delay in payment of benefits.

2. Making a Claim for Compensation From Any Other Source

If I pursue a claim against any other source in relation to my injury, I agree to include a claim for the whole of my income loss and to make reasonable efforts to recover my full income loss. (3rd Party Liability)

If I do not pursue a claim against any other source, I agree to cooperate fully with the Sick Bank Plan in any attempt it may make to pursue a claim in connection with the benefits it paid to me for my lost income.

3. Repayment to the Union Sick Bank

If I receive settlement, judgement, insurance other than privately purchased insurance, or other monies from any source relating to loss of income incurred from my time off work:

- a) I agree to repay the Union Sick Bank all of the monies recovered from another source which relate to my loss of income, including any pre-judgement interest thereon;
- b) I understand that I will not have to repay to the Union Sick Bank any more than the amount I received from the Union Sick Bank.
- c) If the accounting of the monies from another source does not include a breakdown for income loss, then it will be assumed that I received full payment for my lost income as per Article 15, Section 1(g), the subrogation clause on page 70 of the Collective Agreement, and that Union Sick Bank will be entitled to reimbursement for the full amount of benefits it paid to me;

- d) It will be assumed that all benefits received from the Union Sick Bank between the date of the injury and the date of my receipt of the monies from another source are related to the accident injury, unless I prove that I received the benefits for an unrelated disability.

4. If I Hire a Lawyer for My Claim

I understand that I am entitled to deduct a proportionate share of any legal fees I incur in pursuing a claim for recovery of my loss of income from any other source from the amount I must repay the Union Sick Bank.

If my case goes to trial, I agree that the reduction of the amount to be repaid to the Union Sick Bank for my solicitor's fees will be offset by a proportionate amount of Court Costs awarded to me.

If I retain a lawyer to act for me, I hereby irrevocable instruct this lawyer to pay directly to the Union Sick Bank the total amount I recover for the lost income including pre-judgement interest thereon, less a proportionate share of legal fees, not to exceed the total amount of benefits I received from the Union sick Bank, within thirty (30) days of receipt of these funds by the lawyer and before my lawyers pays any proceeds to me. (Refer Article 15 1(g)).

If I retain a lawyer to act for me, I hereby irrevocably instruct this lawyer to provide to the Union Sick Bank all information requested concerning my claim for loss of income, my settlement or judgement and my legal fees.

5. I.C.B.C. or Other Insurer

I hereby irrevocable direct I.C.B.C. or other insurer to provide to the Union Sick Bank all information requested concerning my claim for loss of income and my settlement or judgement.

If I do not retain a lawyer to act for me, I hereby irrevocably instruct I.C.B.C. or other insurer to pay directly to the Union Sick Bank the total amount I recover for lost income including pre-judgement interest thereon, not to exceed the total amount of benefits I received from the Union Sick Bank, within thirty (30) days of settlement or judgement and before paying any proceeds to me.

6. Independent Medical Examinations

I agree that I will submit to any Independent Medical Examinations requested by the Union Sick Bank plan. (Paid by the Union)

I HAVE CAREFULLY READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS CONTAINED IN THIS APPLICATION.

Member's Signature

Date

SCHEDULE "B"
SICK BANK
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 728'S SICK BANK
APPLICATION FOR CONTINUING BENEFITS FROM THE SICK BANK

NAME: _____
Last name First name

ADDRESS: _____

_____ **PHONE NO.** _____

FOR COMPLETION BY MEMBER:

I hereby apply for continuing benefits from the Union Sick Bank. I understand that in order to receive Union Sick Bank benefits, I must agree to the terms set out in the Initial Application for Benefits from the Sick Bank Fund already signed by me. I understand that if I do not comply with these terms, then I will not be eligible for benefits.

I HAVE CAREFULLY READ, UNDERSTOOD AND AGREE TO CONTINUE TO BE BOUND BY THE TERMS SET OUT IN MY INITIAL APPLICATION FOR SICKNESS AND DISABILITY BENEFITS.

Signature of Applicant Date

FOR COMPLETION BY PHYSICIAN:

Name of Attending Physician: _____

Address _____

Diagnosis: _____

It is my opinion that the above-noted patient is presently disabled from his/her regular employment. This patient has been disabled from _____ to date.

It is my opinion that this patient will be able to return to work on _____.

I am a physician licensed to practice in the Province of British Columbia.

Physician's signature Date

PHYSICIAN'S STAMP

Note: Have this form signed by your Dr. and return it to the Union office by noon

_____ this covers from _____

**BENEFIT FUND CONSTITUTION AND BYLAWS
LOCAL 728
CANADIAN UNION OF PUBLIC EMPLOYEES**

1. NAME

The name of the organization shall be “The Canadian Union of Public Employees, Local 728’s Benefit Fund”.

2. OBJECT

The object of this Benefit Fund shall be to give financial assistance to its members in the time of need.

3. MEMBERSHIP

Eligibility to receive benefits without means test shall be open to any member, other than those who have drawn their full maximum from the Sick Bank of CIPE Local 728, hereafter called the Union, who has been a member of the Union for at least six (6) months, except as hereafter provided.

4. BENEFIT FUND COMMITTEE

The Benefit Fund Committee shall consist of the following:

Chairperson
Secretary-Treasurer
6 Officers at Large

The Chairperson shall be the Second Vice-President of the Union. The Secretary-Treasurer shall be the Treasurer of the Benefit fund. The six (6) Officers at Large, one of whom shall be a female member of the Union, shall be elected for a term of three (3) years. At the October meeting of the Union, two (2) will be elected to replace the two (2) who have completed their term of office.

The Committee shall be known as the Benefit Fund Committee and shall meet as often as necessary, or at the call of the Chair.

Five (5) members of the Committee, including the Chairperson and Secretary-Treasurer, shall be a quorum.

5. DUTIES OF OFFICERS

The Chairperson shall preside at all meetings of the Benefit Fund Committee; he/she shall direct its activities, and shall, if necessary, cast the deciding vote in Committee decisions. He/she

shall, on the death or retirement of one of the Officers at Large, appoint another member of the Union to fill the vacancy for the unexpired portion of the term.

The Secretary-Treasurer shall conduct the financial affairs of the Benefit Fund in a proper book of accounts; he/she shall keep records of the activities of the Benefit Fund, and attend to any necessary correspondence. He/she shall give a monthly report of disbursements he/she has made, at the next regular general membership meeting of the Union. His /her accounts shall be audited semi-monthly by the regular auditors of the Union.

The Officers at Large shall assist the Chairperson and the Secretary-Treasurer in any activity of the Benefit Fund, as found necessary.

6. FUNDS

The funds of the Benefit Fund shall consist of the monies set aside for the use of the Benefit Fund by the Union and kept in a separate account.

7. AUTHORIZATION

The Benefit Fund Committee is authorized to assist members of the Union in the following manner:

- (a) They shall visit sick and disabled members in hospital and at home, and extend to them such courtesies and comforts as are customary; e.g. flowers, candy, books, cigarettes, etc.
- (b) They may assume payments of ambulance charges to a maximum of fifty dollars (\$50.00) for members requiring this service. This does not apply to member's dependents. If a member wishes to have ambulance charges paid, a bill from the ambulance company must be submitted to the Secretary-Treasurer.
- (c) They shall arrange with the School Board to have group medical plan and group life insurance continue as per Board Policy and shall reimburse the Board for the cost of the premium paid on behalf of members absent from their jobs on account of lengthy illness or disability.
- (d) They shall give financial assistance to a member at the rate of fifty percent (50%) of previous month's earnings on the following basis:

Years of Membership	Benefits in Weeks
½ to 1 year	4 weeks of Benefit payments
2 year	6 weeks of Benefit payments
3 years	8 weeks of Benefit payments
4 years	10 weeks of Benefit payments
5 years	12 weeks of Benefit payments
6 years	14 weeks of Benefit payments
7 years and over	16 weeks of Benefit payments

- (e) No payment shall be made to a member until his/her accumulated sick leave has expired.

- (f) A claim made by a member within one (1) year of the expiry of a previous claim shall be deemed to be continuation of the previous claim.
- (g) No payments shall be made to a member unless he or she has been sick for five (5) consecutive working days, and until a medical report has received by the Treasurer giving evidence of disability, then payment from day one shall apply. If a member is in hospital a medical report shall be waived until such member is able to provide one. Payments shall not be continued unless the Committee is satisfied of the continuation of the disability.
- (h) Any member applying for a leave of absence due to a lengthy illness shall not qualify.
- (i) They may, at their discretion, advance to a member disabled by reason of traffic or similar accident outside of this employment and for which insurance or damages will be covered, benefits as established under Section 7 (d), provided they receive an undertaking from the member that such benefits shall be repaid, without interest, by the member on recovery of such insurance or damage claim.
- (j) They shall pay to the next of kin of a deceased member, and if no next of kin, then to the Estate, the sum of two thousand five hundred (\$2,500.00) as soon as possible after the death of a member.
- (k) They shall arrange that floral tributes be sent in the event of death in the immediate family of a member, except that where flowers are not desired and a donation to a designated cause is preferred, this shall be done.
- (l) Illness and/or complications confirmed by a medical practitioner will qualify pregnancies for Benefits Trust. Such illness or complications shall no longer qualify for Benefits Trust upon receipt of Employment Insurance maternity Benefits or upon delivery of the child whichever comes first.

8. AMENDMENTS

These By-laws may be amended by a two-thirds majority of the members present at any regular general membership meeting of Local 728 of the Canadian Union of Public Employees, provided that notice of amendment shall have been given at the previous general membership meeting.

**Canadian Union of Public Employees,
Local 728 Sick Bank & Benefit Fund**

**CLAIM FOR SICKNESS
OR DISABILITY BENEFITS**

Name

(Print) Last Name First Name

Address

_____ Phone No. _____

Have you received/or do you anticipate receiving any monies from the following:

W.C.B. _____ C.P.P. Disability Pension _____ I.C.B.C. _____

Should I receive reimbursement for lost wages from any source other than the Sick Bank or the Benefit Fund, I will immediately notify the Union and agree to repay all monies received from the Sick Bank or Benefit Fund, to the total of wages recovered.

Applicant's signature _____

Date _____

Attending Physician _____

Address _____

Date Patient first unable to work _____

Date Patient will return to work if known _____

Nature of illness _____

Doctor's signature _____

Date _____

Note: All information is confidential for Union office use only.

Doctor's Stamp

Union Office Address:
5681 177B Street
Surrey, B.C. V3S 4J2
Phone: 604-576-2873

Note: Have this form signed by your Doctor and return it to the Union office every fourth (4th) Thursday, which is one (1) week prior to pay day.

DO NOT COPY