

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 728**

**CONSTITUTION  
and  
BY-LAWS**

**SICK BANK**

**BENEFIT FUND**

**Draft Presentation  
Combined January 2018 (Original)  
Draft: Jan 12, 2024  
Voted: Jan 27, 2024  
Approved by National: April 26, 2024**

## TABLE OF CONTENTS

INTRODUCTION .....	4
SECTION 1. NAME.....	5
SECTION 2. OBJECTIVES.....	5
SECTION 3. REFERENCES.....	5
SECTION 4. MEMBERSHIP .....	5
SECTION 5. MEETINGS .....	6
SECTION 6. OFFICERS .....	7
SECTION 7. EXECUTIVE BOARD .....	8
SECTION 8. DUTIES OF OFFICERS .....	8
SECTION 9. DUTIES OF SHOP STEWARDS .....	12
SECTION 10. NOMINATION, ELECTION & INSTALLATION OF OFFICERS.....	12
SECTION 11. FEES, DUES AND ASSESSMENTS .....	13
SECTION 12. NON-PAYMENT OF DUES & ASSESSMENTS.....	14
SECTION 13. EXPENDITURES.....	14
SECTION 14. GENERAL EXPENSES FOR OFFICERS.....	15
SECTION 15. DELEGATES TO CONFERENCES, CONVENTIONS &.....	15
SECTION 16. COMMITTEES .....	16
SECTION 17. COMPLAINTS & TRIALS.....	19
SECTION 18. AMENDMENTS.....	19
SECTION 19. PRINTING & DISTRIBUTION OF BY-LAWS .....	20
SECTION 20. UNION PAID LEAVES.....	20
SECTION 21. ORDER OF BUSINESS.....	20
SECTION 22. APPRECIATION.....	20
SECTION 23. SICK BANK .....	20
SECTION 24. BENEFIT FUND .....	23
Appendix A .....	26
SICK BANK SCHEDULE "A" .....	26
Appendix B .....	29
SICK BANK SCHEDULE "B" .....	29
Appendix C .....	30
APPLICATION FOR BENEFIT FUND.....	30
Appendix D .....	31
CUPE NATIONAL EQUALITY STATEMENT .....	31

Appendix E ..... 32  
    CODE OF CONDUCT ..... 32  
Appendix F ..... 35  
    RULES OF ORDER ..... 35

Official

# BY-LAWS – LOCAL 728

## CANADIAN UNION OF PUBLIC EMPLOYEES

### INTRODUCTION

Local 728 of the Canadian Union of Public Employees has been formed to:

- Improve the social and economic well-being of all of its members’,
- Promote equality for all members and to oppose all types of harassment and discrimination; promote the efficiency of public service; and
- Express its belief in the unity of organized labour.

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.

The following By-Laws are adopted by Local 728 in accordance with the CUPE National Constitution (Articles 13.3 and B 5.1) to protect the rights of all members, to provide for responsible governance of the Local Union, and to involve as many members of the Local Union as possible through the sharing of duties and responsibilities.

CUPE chartered organizations shall respect and apply the CUPE National Equality Statement to all of the chartered organizations activities. The CUPE National Equality Statement can be found in Appendix D to these By-Laws.

CUPE Local 728 follows the CUPE National Code of Conduct and can be found in Appendix E of these By-Laws.

## SECTION 1. NAME

The name of this Local shall be Canadian Union of Public Employees, Local 728, Surrey School Board Employees, in the Province of British Columbia.

## SECTION 2. OBJECTIVES

The objectives of Local 728 are to:

- (a) Secure the best possible pay, benefits, working conditions, job security, pensions, and retiree benefits for its members.
- (b) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism.
- (c) To eliminate any kind of harassment and discrimination; to promote equal treatment of everyone regardless of class, race, colour, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, religious belief, mental or physical disability and to actively oppose discrimination on any of these grounds.” (Art. II 2.1 (h) Goals – National Constitution (2021)
- (d) Establish strong working relationships with the public we serve and the communities in which we work and live; and
- (e) Support CUPE in reaching all of the objectives set out in Article II – Goals of the CUPE National Constitution (2021).

## SECTION 3. REFERENCES

- a) Numbers of articles at the end of sections or sub-sections in this document refer to relevant articles of the CUPE National Constitution which should be read together with these By-Laws.
- b) All pronouns used in the foregoing By-Laws shall be understood to be gender neutral.

## SECTION 4. MEMBERSHIP

### (a) **Membership**

An Individual employed within the jurisdiction of Local 728 shall apply for membership in Local 728 by signing an application and paying the initiation fee set out in Section 12 of these By-Laws.

**(Article B.8.2)**

### (b) **Approval of Membership**

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 Executive Officer and witness.

(Article B.8.2)

(c) **Oath of Membership**

New Members shall take this oath:

“I \_\_\_\_\_, promise to support and comply with the Constitution of this Union to work to improve the economic and social conditions of other members and other workers, to defend and work to improve the democratic rights and liberties of workers, and that I will not purposely or knowingly harm or assist in harming another member of the Union.”

(Article B.8.4)

(d) **Continuation of Membership**

Once accepted, a member continues as a member in good standing while employed within the jurisdiction of the Local Union unless the member loses good standing under the provisions of the CUPE National Constitution.

(Article B.8.3)

(e) **Membership Obligation**

Members are obligated to abide by the CUPE National Constitution and these By-Laws, as amended from time to time.

Members shall provide the Union or designate with their current address, home telephone contact number and where available, an email address. The member shall advise the Union or designate of any changes to their contact information. This information shall be protected by PIPA and used to communicate with the Membership.

In the case of a town hall, any members relevant information shall be shared with a service provider under contract to the Local Union to provide the platform to support such a virtual meeting.

Upon request, the Local Union shall share the contact information with CUPE National or CUPE BC. The purpose of sharing this contact information with CUPE National or CUPE BC is so that the National Union or Provincial Division can conduct meetings, share information and updates with members on important matters.

## **SECTION 5. MEETINGS**

### **General Regular Membership Meetings**

Meetings shall be held on the third Wednesday of each month alternating between 8 pm and 6 pm. If a statutory holiday, or any other extenuating circumstance intervenes, the Executive Board shall be authorized to change the date of the regular meeting and shall give one week's notice in writing of any change in the date of the regular meeting.

### **Quorum**

A quorum for the transaction of business at any regular or special membership meeting shall consist of at least fifty (50) 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.

### **Membership Meeting Agenda**

The usual order of business at a regular general membership meeting shall be as follows:

1. Acknowledgement of Indigenous Territories
2. Roll Call of Officers
3. Reading of the Equality Statement
4. Voting on New Members and Initiation
5. Reading of the Minutes
6. Matters Arising from the Minutes
7. Secretary-Treasurer Report
8. Communications and Correspondence
9. Executive Board Report
10. Reports of Committees and Delegates
11. Nominations, Elections, or Installations
12. Unfinished Business
13. New Business
14. Good of the Union
15. Adjournment

(Article B.6.1)

### **Special Membership Meetings**

Special meetings may be called by order of the Executive Board 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 Union to ensure that the membership is informed prior to said special meeting.

### **Unit Meetings**

Unit meetings may be called to deal with matters that affect only members of the unit. Such meetings are not to be used to replace regular general membership meetings and shall not make decisions that affect the Local Union as a whole or another unit.

## **SECTION 6. OFFICERS**

The officers of the Local 728 shall consist of:

- President – *(2-year term /even year)*
- 1<sup>st</sup> Vice President – *(2-year term /odd year)*
- 2<sup>nd</sup> Vice President - *(2-year term /even year)*
- Recording Secretary – *(2-year term /even year)*
- Secretary Treasurer - *(2-year term /odd year)*
- 2 Executives at Large – *(1-year term)*
- Executive at Large/Communications Officer – *(1-year term)*
- 3 Trustees – *3-year term (alternating)*
- 2 Sergeants-at-Arms – *(1-year term)*
- Executive Shop Steward Clerical – *(2-year term/ Odd Year )*

Executive Shop Steward Maintenance Trades –(2-year term/Odd Years)  
Executive Shop Steward Maintenance Non-Trades – (2-year term/ Even Years)  
Executive Shop Steward Caretakers – (2-year term/ Even year)  
Executive Shop Steward Attendants School and Community Support – (2-year term/Even)  
Executive Shop Steward IESW– Elementary – (2-year term/Even)  
Executive Shop Steward IESW- Secondary and Spare board – (2-year term/ Odd Year)  
Executive Shop Steward Student Support – (2-year term/Odd Year))

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

(Articles B.2.1 and B.2.2)

## **SECTION 7. EXECUTIVE BOARD**

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

The majority of 8+ President or Acting President of the Executive Board members constitutes a quorum.

The Executive Board shall do the work delegated to it by the Local Union and shall be responsible for the proper and effective functioning of all committees.

## **SECTION 8. DUTIES OF OFFICERS**

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

(Article B.3.9)

All signing officers of Local 728 shall be bonded through the Master Bond held by CUPE National. Any officers who cannot qualify for this bond shall be disqualified from having signing authority.

### **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 that pertains to the office and which is necessary for the proper functioning of the Local Union. The President shall ensure that all officers perform their assigned duties and shall automatically attend all conventions as a delegate of this Local. The President shall have the same right to vote as members. In case of a tie vote, the President shall refer back to the membership for a re-vote. The President shall sign an authorization, if requested by the Secretary Treasurer.

The President shall take a full-time 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 with all grievances 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 shall be set at pay band 17.

*The President shall hold a two-year term of office (on even year)*

**1<sup>st</sup> Vice President:**

It shall be the duty of the 1<sup>st</sup> 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 1<sup>st</sup> Vice President shall administer the oath of obligation to new members.

*The 1<sup>st</sup> Vice President shall hold a two-year term of office (on odd year)*

**2<sup>nd</sup> Vice President:**

It shall be the duty of the 2<sup>nd</sup> Vice President, in the absence of the President, and 1<sup>st</sup> 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 1<sup>st</sup> Vice President, to act in either capacity until the Local elects another person to the vacancy. The 2<sup>nd</sup> Vice President shall be Chairperson of the Sick Bank Committee and Benefit Fund Committee.

*The 2<sup>nd</sup> Vice President shall hold a two-year term of office (on even year)*

**Recording Secretary:**

The Recording Secretary shall keep an accurate, full and impartial record of the proceedings of all the meetings of all Regular, Special Membership and Executive Board meetings.

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.

These records must also include a copy of the full financial report (Executive Board meetings) and written financial report (membership meetings) presented by the Secretary- Treasurer. The record will be included in the Trustee's Report. (Article B.3.3)

*The Recording Secretary shall hold a two-year term of office (on even year)*

### **Secretary-Treasurer:**

The Secretary-Treasurer shall keep all financial accounts of the Local Union and shall maintain correct and proper accounts of all members. The Secretary-Treasurer 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 signs all cheques and shall ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution. Local Union By-Laws or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences.

The Secretary-Treasurer shall be responsible for maintaining, organizing, safeguarding, and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Local Union.

The Secretary Treasurer shall make a written financial report to each regular monthly membership meeting, detailing all income and expenditures for the period.

The Secretary Treasurer shall submit the books and records half yearly to the Trustees for audit and shall furnish the Trustees with a bank statement 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. The Secretary-Treasurer shall submit receipts or vouchers covering all expenditures made on behalf of the Union to the Trustees for each audit period. The Secretary-Treasurer responds in writing to any recommendations and concerns raised in the annual report by the Trustees.

The Secretary-Treasurer shall forward to the National Secretary-Treasurer of the Canadian Union of Public Employees, on the official monthly report forms provided, all financial obligations owing to the Canadian Union of Public Employees. The Secretary-Treasurer 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 take on the day-to-day duties of Joint Early Intervention Services and the Sick Bank Committee and Benefit Fund Committee. The Secretary- Treasurer shall be a member of the Sick Bank and Benefit Fund Committee. The Secretary- Treasurer shall take a full-time leave of absence pursuant to the Collective Agreement.

The pay rate shall be set at pay band 16 or their current rate of pay if higher.

*The Secretary Treasurer shall hold a two-year term of office (on odd year)*

### **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, other social media and to compile articles for the Chronicle. They will also produce informational material as required from time to time by the Local.

*The Executive at Large shall hold a one-year term of office*

**Trustees:**

The Trustees shall examine the books and records of the Secretary Treasurer up to twice per year but a minimum of at least once a year. There shall be a total of (3) three Trustees, one shall be elected each year for (3) three years. The Trustees shall act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary Treasurer and the committees once every calendar year. The Trustees 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 the Trustees may deem necessary, to the efficient and honest administration of the Local Union. The Trustees shall transmit a copy of such report to the National Secretary-Treasurer of the Canadian Union of Public Employees. One Trustee shall act as chair and the President shall be so notified.

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 Union's funds, records, and accounts are being maintained by the Secretary Treasurer in an organized, correct, and proper manner.

Inspect at least once a year, any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local Union and report their findings to the membership.

*The Trustees shall each hold a three-year term of office each on alternating years*  
**(Articles B.3.10 to B.3.12)**

**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. The Sergeant at Arms 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.

The Sergeant at Arms shall perform such other duties as may be assigned by the President from time to time.

*The Sergeant at Arms shall hold a one-year term of office*

**Executive Shop-Steward:**

It shall be the duty of the Executive 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 Executive Shop Steward of the department in which the member is employed and shall be reported to the President or a designated representative, who shall subsequently advise the

Executive Board.

*The Executive Shop Stewards shall hold a two-year term of office*

## **SECTION 9. DUTIES OF 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 case of a final vote, the presiding Officer shall refer back to the membership for a re-vote. In the case of no eligible members, the President may appoint until such time as eligibility is obtained.

Shop Stewards shall be responsible to the Executive Shop Steward and must report all problems to the Executive Shop Steward. They must assist the Executive 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 Executive Shop Steward to put forward at the general membership and the Executive meeting. These Shop Stewards shall meet with the Executive (4) four times a year, September, November, February, and May.

## **SECTION 10. NOMINATION, ELECTION & INSTALLATION OF OFFICERS**

### **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. Officers and candidates for office cannot serve as returning officer and/or assistant(s). They shall be members in good standing. The Returning Officer and 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 a 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 Saturday following the April GM.

The method of election shall be by secret ballot. Immediately following the close of voting the Returning Officer and assistants shall proceed to count the ballots. Upon completion of same, the Returning Officer shall notify the Chair that they are ready to report, and the report shall be made immediately.

Voting to fill one office shall be conducted and completed and recounts dealt with before balloting, may begin to fill another office.

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 they were 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. 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 provenly incapacitated 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 general meeting.

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 members ballot will be declared spoiled.

Position of the President, 1<sup>st</sup> Vice President, 2<sup>nd</sup> Vice President, Recording Secretary and Secretary-Treasurer shall be elected for a (2) two -year term.

Elections for President, 2<sup>nd</sup> Vice President and Recording Secretary shall be held on even years, with 1<sup>st</sup> Vice President and Secretary Treasurer held on odd years.

#### **Installation of Officers:**

All duly elected Officers shall be installed at the meetings at which elections are held and shall continue for one to three (1-3 year(s)) as per Section 7 in accordance with these By-Laws.

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 election at the following general next meeting.

## **SECTION 11. FEES, DUES AND ASSESSMENTS**

### **Initiation Fees**

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

**(Article B.4.1)**

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.

## **Readmission Fees**

Readmission fees shall be \$10.00.

(Article B.4.1)

## **Assessments**

Assessments may be levied in accordance with the CUPE National Constitution. Assessments do not mean or include regular monthly dues and are applied for a specific purpose or specific length of time. Membership approval is required, and the assessment shall only be applied after the National President approves the assessment.

(Article B.4.2)

## **SECTION 12. NON-PAYMENT OF DUES & ASSESSMENTS**

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

## **SECTION 13. EXPENDITURES**

Except for ordinary expenses and bills as approved at membership meetings, no sum over fifteen cents (\$0.15) per capital 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.

### **Authorization**

No Officer or member of Local 728 shall be allowed to spend any Local Union funds without first having received authorization under Section 14 above (Payment of Local Union Funds) of these By-Laws.

(Article B.4.4)

### **Scholarship Awards**

A memorial scholarship for two thousand dollars (\$2,000.00) will be offered annually in the name of Thomas G. Ellis to the child 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 1<sup>st</sup>.

A CUPE 728 Scholarship Awards of one thousand dollars (\$1,000.00) to a child 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.

Two (2) CUPE 728 Scholarship Awards each for five hundred dollars (\$500.00) to the child of a member and will be made annually 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.

Two (2) CUPE 728 Scholarship Awards for one thousand (\$1000.00) each for students who identify as indigenous.

## **SECTION 14. 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 CUPE BC.

General Expenses: Local Union Members shall be provided out-of-pocket expenses and per-diem for affiliated Union Business as per the prevailing rates set by CUPE BC. Union Members have a responsibility to be frugal and conscientious and expenses must be supported with sufficient documentation. In the event of discrepancy, CUPE BC's policy shall supersede.

The mileage report shall show distance travelled, destination and the date traveled. When the President is absent due to illness, a Vice-President or designate shall also receive the monthly 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.

Any representative acting on official union business shall be given a per diem pursuant to the prevailing rate as set by the CUPE BC Expense Policy.

## **SECTION 15. DELEGATES TO CONFERENCES, CONVENTIONS & EDUCATIONALS**

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

Any member wishing to attend a week-long labour course shall as a prerequisite, attend a labour related course and/or educational course. A member may only attend two (2) weeklong Labour courses and/or educational courses per calendar year. Two (2) Executive Officers may be appointed by the Executives to attend and four (4) members may also be elected from the floor. In the event that no Executive members are appointed, six (6) members may be elected at a general membership meeting. Any remaining positions shall be filled by Executive decision.

All official representatives of the Union shall be given a per diem reflective of CUPE B.C. guidelines 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.

Any representative acting on official union business shall be given a per diem pursuant to the prevailing rate as set by the CUPE BC Expense Policy. All other education workshops or seminar, opportunities shall be appointed by the Union.

Representation at education institutions and seminars shall be in the recommendation and approval of the membership. However, if time is of essence, then the executive may appoint representatives.

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 by the Union.

## **SECTION 16. COMMITTEES**

### **Negotiating Committee**

The Negotiating Committee shall consist of the President, 1<sup>st</sup> Vice President and Executive 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.

### **Duties of the Negotiating Committee**

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 endeavor to affect 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 or emailed, as amended, to all members following such special meeting.

Prior to voting on a new Agreement, the Memorandum of Agreement shall be made available to all members of the Union as soon as possible.

### **Grievance Committee**

The Grievance Committee shall consist of the President, 1<sup>st</sup> Vice President and the respective Executive Shop Steward. The committee shall manage all grievances and make recommendations to the Executive for final determination. The committee shall prepare a report to the Executive Board and a copy to the CUPE National Representative. The grievance committee shall provide the general membership with a brief report at the general membership meetings.

### **Standing Committees**

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

- 17.1 Health & Safety
- 17.1.1 Health & Safety Sub-Committee
- 17.2 Entertainment
- 17.3 Constitution and By-laws
- 17.4 Political Action
- 17.5 School Board Trustee Action
- 17.6 Education
- 17.7 Women's Committee
- 17.8 Anti-Contracting Out
- 17.9 Human Rights & Equity
- 17.10 Pension Committee
- 17.11 Young Workers Committee

17.1 The Health & Safety Committee shall consist of three (3) members elected from the general membership. The committee members shall 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.

17.1.1 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 shall be entitled to attend seminars and workshops relating to Health & Safety.

17.2 The 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 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.

17.3 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.

17.4 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.

17.5 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.

17.6 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.

17.7 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 workplace, 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.

17.8 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.

17.9 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 objectives:

- 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 endeavors.
- 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.

17.10 The 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.

17.11 The Young Workers Committee shall consist of not less than three (3) members, up to (35) thirty-five years of age, elected from the general membership. The committee engages in activities and initiatives with the goal of inspiring young workers to become active in their union, and in their communities. It was established to bring focus and priority to issues specific to young workers.

All elected committee members shall continue for their term or until a successor has been elected. 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.

## **SECTION 17 – COMPLAINTS & TRIALS**

All charges against members or officers must be made in writing and dealt with in accordance with the Trial Procedure provisions of the National Constitution (Appendix F).

## **SECTION 18. AMENDMENTS**

These By-Laws are always subordinate to the CUPE Constitution in accordance with the Rules of Order within these By-Laws, as it now exists or may be amended from time to time; and in the event of any conflict between these By-Laws and the CUPE Constitution, the latter shall govern. The National President has the sole authority to interpret the CUPE Constitution.

There must be a notice of the intention to propose the amended or additional By-Laws given at least seven (7) days before at a previous membership meeting or sixty (60) days before in writing. 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. 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.

(Articles 9.2(c), 13.3 and B 5.1)

## **SECTION 19. PRINTING & DISTRIBUTION OF BY-LAWS**

Members shall receive a copy of Local 728 By-Laws, either in paper format or via the Local Union website Members may request a copy of the By-Laws in larger font.

## **SECTION 20. UNION PAID LEAVES**

All Union paid leaves must be authorized by the President or 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.

## **SECTION 21. ORDER OF BUSINESS**

Shall be as laid out in the National Constitution.

## **SECTION 22. 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.

## **SECTION 23. SICK BANK**

### **Introduction**

The objective of the Sick Bank shall be to give assistance to its members in time of sickness. The Board shall maintain, and the Union will administer a sick leave bank, which shall be funded by transfers from the regular sick leave credit to employees each pay cycle pursuant to the Collective Agreement.

Eligibility to receive benefits shall be open to regular employees working a minimum of sixteen (16) hours per week and who have completed two (2) years of regular service. This does not

include members who do not contribute (such as: relief, spareboard, or day-to-day employees).

## **Officers**

The Sick Bank Committee shall consist of the following:

Chairperson  
Secretary-Treasurer  
6 Officers at Large

The Chairperson shall be the 2<sup>nd</sup> Vice-President of the Union. The Secretary-Treasurer shall be the Treasurer of the Union. The six (6) Officers, shall be elected for a term of three (3) years from the General Membership. At the regular general membership meeting of the Union in the month of October, two (2) shall 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.

## **Duties of Officers**

The Chairperson shall preside at all meetings of the Sick Bank Committee. The Chairperson shall, if necessary, cast the deciding vote in Committee decisions. The Chairperson 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. The Secretary-Treasurer shall keep records of the activities of the Sick Bank in a proper book of accounts and attend to any necessary correspondence. The Secretary-Treasurer shall give a full month's report of any disbursements made from the Sick Bank at each regular general membership meeting of the Union. This will include the classification and number of members off sick.

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

## **Authorization**

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

1. They may visit sick and disabled members in hospital and at home.
2. May authorize Sick Bank benefits as per the following in Section 7 of these By-Laws.
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.
4. May authorize payment of health benefit premiums for members collecting Long Term Disability Benefits from the Public Education Benefits Trust.

## Terms

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.
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, the member must work one hundred and twenty (120) calendar days consecutively to re-qualify for Sick Bank benefits.
3. No application by members shall be considered until their personal sick leave credit has been exhausted.
4. No Sick Bank benefits shall be granted to a member until the CUPE Local 728 Officer or employee has received a completed "Initial Application for Benefits from the Sick Bank" Schedule "A" form which includes the opinion of a physician that the member is disabled from their usual employment. The member must also participate in an information session when the initial application for benefits has been submitted.

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.

5. After the initial four (4) week period of receipt of Sick Bank benefits, no further Sick Bank benefits shall be granted to a member until the CUPE 728 Officer has received a completed "Application for Continuing Benefits from the Sick Bank", Schedule "B" form which includes the opinion of a physician that the member continues to be disabled from their usual employment.

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

6. While a member is hospitalized, the member is not required to complete Schedule's "A" and "B" until discharged from hospital.
  - (a) If a member does not have the capacity to complete Schedule's "A" and "B", whether while hospitalized or not, then the nearest next of kin or friend may complete Schedule's "A" and "B" on behalf of the member within 30 calendar days of the member becoming incapacitated.
7. 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.
8. No Sick Bank benefits shall be granted to a member unless they have been sick for five (5) consecutive working days then payment from day one (1) shall apply.
9. If a member is injured on the job, they shall file a Workers' Compensation Board report ,

- as soon as possible but no later than thirty (30) calendar days after the injury has occurred, or said member shall not be eligible to receive benefits from the Sick Bank.
10. Sick leave time shall be automatically deducted from each member as per Article 15 of the Collective Agreement. 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 have been reached as per Article 15.13 of the Collective Agreement.
  11. All earnings from employment sources must be declared to the Sick Bank Committee for approval and adjustment of claim.
  12. 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".
  13. A member may appeal a decision of the Sick Bank Committee if there is disagreement. If there is no resolution, they then may appeal in written form to the Executive Board.
  14. The terms and conditions of the Sick Bank Constitution and By-Laws shall be reviewed by the Sick Bank Committee every three (3) years.

## **SECTION 24. BENEFIT FUND**

### **Introduction**

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

### **Eligibility**

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 CUPE Local 728, hereafter called the Union, who has been a member of the Union for at least six (6) months, except as hereafter provided.

### **Officers**

The Benefit Fund Committee shall consist of the following:

Chairperson  
Secretary-Treasurer  
6 Officers at Large

The Chairperson shall be the 2<sup>nd</sup> Vice-President of the Union. The Secretary- Treasurer shall be the Treasurer of the Benefit Fund. The six (6) Officers at Large, who are also members of the Sick Bank Committee, shall be elected for a term of three (3) years from the general membership. At the October meeting of the Union, two (2) shall 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.

### **Duties of Officers**

The Chairperson shall preside at all meetings of the Benefit Fund Committee; The Chairperson shall direct its activities, and shall, if necessary, cast the deciding vote in Committee decisions. The Chairperson 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; The Secretary-Treasurer shall keep records of the activities of the Benefit Fund and attend to any necessary correspondence. Secretary-Treasurer shall give a monthly report of disbursements they have made, at the next regular general membership meeting of the Union. The accounts shall be audited quarterly 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.

### **Authorization**

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

1. They, after six (6) days, may 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, etc.
2. They may assume payments of ambulance charges to a maximum of seventy-five (\$75.00) 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.
3. 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. May authorize payment of employee Health Benefits premiums for members excluding pension, while actively appealing a denied claim by the LTD provider or WCB to the maximum of three (3) months to (90) Ninety days or end of the appeal whichever comes first.

### **Terms**

1. 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 Fund payments
2 years	6 weeks of Benefit Fund payments



3 years  
4 years  
5 years  
6 years  
7 years and over

8 weeks of Benefit Fund payments  
10 weeks of Benefit Fund payments  
12 weeks of Benefit Fund payments  
14 weeks of Benefit Fund payments  
16 weeks of Benefit Fund payments

2. To reimburse members their portion (1/3 total cost) after successful completion of the Relapse Agreement/Program.
3. No payment shall be made to a member until their accumulated sick leave has expired.
4. 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.
5. No payments shall be made to a member unless they have been sick for five (5) consecutive working days, and until a medical report has been received by the Secretary 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.
6. Any member applying for a leave of absence due to a lengthy illness shall not qualify.
7. They may, at their discretion, advance to a member disabled by reason of traffic or similar accident outside of their 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.
8. 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.
9. They shall arrange those floral tributes be sent in the event of death in the immediate family of a member, except where flowers are not desired and a donation to a designated cause is preferred, shall be done.
10. Illness and/or complications confirmed by a medical practitioner shall 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.

**APPENDIX A**

**SICK BANK SCHEDULE "A"**

*(3 pages)*

\_\_\_\_\_  
(Print) Last Name First Name

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ PERSONAL EMAIL: \_\_\_\_\_

**INSURANCE/ACCIDENT PARTICULARS (complete only if applicable)**

Date of accident \_\_\_\_\_ First day off work \_\_\_\_\_

Is this an ICBC claim?

If so, claim no. \_\_\_\_\_ Case Manager \_\_\_\_\_

Is this a WCB claim?

If so, claim no. \_\_\_\_\_ Adjudicator'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

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

\_\_\_\_\_  
**PHYSICIAN STAMP**

## FOR COMPLETION BY MEMBER

I \_\_\_\_\_, hereby apply for benefits from the Union Sick Bank .

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 these three (3) pages 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. (3<sup>rd</sup> 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 number 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. Income from all sources of Employment

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

initial

**5. 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.

**6. 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.

**7. Independent Medical Examinations**

I agree that I will submit to any Independent Medical Examinations requested by the Union Sick Bank plan (*said examinations to be paid by the Union*).

**8. I agree to return the signed form by my doctor .**

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

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Date

## APPENDIX B

### SICK BANK SCHEDULE "B"

NAME: \_\_\_\_\_  
Last name First name

ADDRESS: \_\_\_\_\_

PHONE NO. \_\_\_\_\_ PERSONAL EMAIL: \_\_\_\_\_

#### 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 the 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 \_\_\_\_\_

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

\_\_\_\_\_  
**PHYSICIAN STAMP**

## APPENDIX C

### APPLICATION FOR BENEFIT FUND

Name

\_\_\_\_\_  
\_(Print)

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
First Name

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ **Personal Email:** \_\_\_\_\_

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.

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

\_\_\_\_\_  
**PHYSICIAN STAMP**

**Note:** Have this form signed by your doctor and return it to the Union.

## APPENDIX D

### CUPE NATIONAL EQUALITY STATEMENT

Union solidarity is based on the principle that union members are equal and deserve mutual respect at all levels. Any behavior 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 behavior 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 persons deserve dignity, equality, and respect.

***As per Appendix D of the National Constitution (2021)***

## APPENDIX E

### CODE OF CONDUCT

The Mandate of our union, the Canadian Union of Public Employees (CUPE), is to organize and defend workers and to promote economic and social justice for our members and for all workers. In carrying out our work, we in CUPE strive to promote our core values which include the principals 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.

CUPE is committed at all levels to creating a union which is inclusive, welcoming, and free from harassment, discrimination and all types of bullying and intimidation. CUPE needs to ensure that it provides a safe environment for members, staff, and elected officers to carry out our work. CUPE's expectation is that mutual respect, understanding and co-operation shall be the basis of all our interaction.

The Code of Conduct sets out standards of behavior for participants at national conventions, national conferences, schools, meetings, and all other events organized by CUPE National. It is also applicable to structures of CUPE – locals, Provincial and Service Divisions, District Councils, Provincial Unions, Council of Unions, Provincial Councils of Unions, and Provincial Sectoral Groups. It is consistent with the expectations outlined in the Equality Statement, CUPE National Constitution.

This Code of Conduct is intended to deal with complaints of inappropriate behaviour at events organized by CUPE National and at events, meetings and activities by other parts of CUPE referenced above. It does not apply to complaints arising in the workplace, as those are dealt with through the grievance procedure and/or the applicable workplace harassment policy

As CUPE members, staff, and elected officers, we commit to one another and to the union to be governed by the principles of the 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.
- Take responsibility for not engaging in inappropriate behavior due to abuse of alcohol or other drugs while participating in union activities, including social events.

Harassment is objectionable behavior 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 behavior 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 behavior contrary to the Code, by asking the person to stop such behavior. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.
2. At national convention, national conferences, schools, meetings, and all other events organized by CUPE National, a complaint shall be brought to the attention of an ombudsperson.
3. At a meeting, event, or activity held by a structure of CUPE, should an ombudsperson be available, the same process would be used. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.
4. If the complaint involves a national staff member, it shall be referred to the appropriate director for investigation and the complaint shall be dealt with in accordance with the applicable staff collective agreement. If the complaint involves a staff member employed by another part of CUPE, the person responsible for their employment will be the one to whom a complaint is referred and the relevant collective agreement, should it exist, would be applicable.
5. Once a complaint is received where an ombudsperson is being used, the ombudsperson will work to seek a resolution.
6. If this fails to resolve the matter, the ombudsperson 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.

7. At CUPE National events where an ombudsperson is not available, a person properly appointed and designated to be in charge shall receive the complaint. Depending on the nature of the problem, the person in charge may attempt to resolve it through conflict resolution. If this fails to resolve the matter, the person in charge shall determine whether there is a need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses. The same process is to be used for other parts of CUPE where an ombudsperson is not available.
8. For National events, if the person in charge is a party to the complaint, the director or designate shall assume that role. For all other parts of CUPE, an alternate will be designated to assume the role.
9. In a case where a member has been expelled from a National event, the National President shall receive a report on the matter. For all other structures of CUPE, the presiding officer shall receive a report on the matter.
10. For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a member's participation in future events organized by CUPE National. A similar process may be applicable to the other parts of CUPE, done in consultation with the National President.

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

All Chartered organizations are subject to this Code of Conduct, to apply to conventions, conferences, schools, and meetings which they organize.

***Amended as per Appendix E of the National Constitution (2021)***

## APPENDIX F

### RULES OF ORDER

All meetings of the Local Union will be conducted in accordance with the basic principles of Canadian parliamentary procedure. Some of the more important rules to ensure free and fair debate are appended to these By-Laws as Rules of Order. These rules shall be considered as an integral part of the By-Laws and may be amended only by the same procedure used to amend the By-Laws.

In situations not covered by the Rules of Order in these By-Laws or the CUPE National Constitution Rules of Order, Bourinot's Rules of Order shall be applied.

1. The President shall be the Chairperson at all membership meetings. In the absence of the President, the 1<sup>st</sup> Vice President will be the Chairperson at the membership meeting. In the absence of the President and the 1<sup>st</sup> Vice President, the 2<sup>nd</sup> Vice President will be the Chairperson at the membership meeting. In the absence of the President, 1<sup>st</sup> Vice President and 2<sup>nd</sup> Vice President, members at the membership meeting will select a Chairperson by majority vote. Quorum rules must be met.
2. Members are not allowed to speak about an issue for more than three (3) minutes. A Member, while speaking, will only speak to the issue under debate. Members shall not personally attack other members. Members will generally not speak in a manner that reflects poorly on the Local Union or other members.
3. The Chairperson for a committee who is making a report, or the mover of a motion may speak up to three (3) minutes.
4. The Chairperson will state the motion presented at a membership meeting before allowing debate on the motion. Before putting a motion to a vote, the Chairperson will ask: "Is the membership ready to vote on the motion? If no member rises to speak, the motion will be voted on.
5. A motion must be moved and seconded. The mover and seconder must rise and be recognized by the Chairperson.
6. A motion to amend a motion, or a motion to amend an amendment are allowed, however, a motion to amend an amendment to an amendment is not allowed.
7. An amendment to a motion or an amendment to an amendment to a motion that is a direct negative to the main motion is never permitted.
8. On motion, the regular order of business at a membership meeting may be suspended where fifty percent (50%) plus one (+ 1) of those present votes to do so. The regular order of business should only be suspended to deal with urgent business.

9. Motions other than those named in Rule 19, or motions to accept or adopt the report of a committee, will if requested by the Chairperson, be put in writing prior to beginning debate and vote.
10. At the request of a member, and upon a majority vote, a motion which contains more than one action or issue can be divided.
11. The mover of a motion can withdraw the motion upon the consent of the seconder prior to the end of debate. Once debate has ended on a motion, the motion can only be withdrawn upon unanimous vote of the members present.
12. A member who wishes to speak on a motion, or a member who wishes to move a motion, shall rise and respectfully address the Chairperson. The member shall not proceed until the member is recognized by the Chairperson except where the member rises to a point of order or on a question of privilege.
13. The Chairperson will keep a speakers list and in all cases will determine the order of speakers including those circumstances where two or more members rise to speak at the same time.
14. A member, while speaking, will speak only to the issue under debate. Members shall not personally attack other members. Members will refrain from using language that is offensive or in poor taste. Members will generally not speak in a manner that reflects poorly on the Local Union or other members. .
15. A member that is called to order will stop speaking until the point of order is determined. If it is decided that the member is in order, then the member may continue speaking.
16. The Chairperson will not take part in any debate. Where the Chairperson wishes to speak on a resolution or motion, or where the Chairperson wishes to move a motion, the Chairperson must rise from the chair and hand the chair over, as outlined in Rule #1.
17. The Chairperson will have the same right to vote as other members. In the case of a tie vote, the Chairperson **shall** ask for a re-vote, cast another vote or the Chairperson may refrain from casting an additional vote, in which case the motion is defeated.
18. When a motion is before the members, no other motion is in order except a motion to:
  1. Adjourn,
  2. Question is called,
  3. Table,
  4. Postpone for a definite time,
  5. Refer, and
  6. Divide or amend.

These six motions shall have precedence in the order indicated. Motions 1 through 3 shall be decided without debate.

19. The Chairperson will ask “Will the main question be now put?” where a motion for the previous question is moved and seconded. If approved, the Chairperson will then take votes on the motion and amendments to the motion (if any) in order of priority. If an amendment or an amendment to an amendment is approved, then members will be asked to vote on the motion as amended.
20. A Motion to adjourn is in order except when a member is speaking or when members are voting.
21. A motion to adjourn if lost is not in order, if there is further business before the Local Union, until fifteen minutes have lapsed.
22. After the Chairperson declares the vote results on a question, and before the Local Union proceeds to another order of business, any member can ask for a division. A standing vote on the division will be taken by members directed by the Chair and they will count the standing vote.
23. 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. The Chairperson will then state briefly the reasons for the decision. Following immediately and without debate, the Chairperson will ask, “Will the decision of the chair be upheld?” A majority vote shall decide. In the event of a tie vote, the decision of the chair is upheld.
24. At a membership meeting where a question has been decided, any two members who voted with the majority can give notice of a motion to reconsider a decision of the membership at the next membership meeting. The motion to reconsider requires the support of a two-thirds majority of members who vote. If two-thirds majority of members support reconsideration, the question will be placed in front of the membership for debate and a subsequent vote.
25. Members are allowed to leave a meeting, however, in no case will a member leave during the taking of a vote while the doors are tiled.
26. The Local Union’s business and the proceedings of meetings are not to be divulged to any persons outside the Local Union, or the Canadian Union of Public Employees.