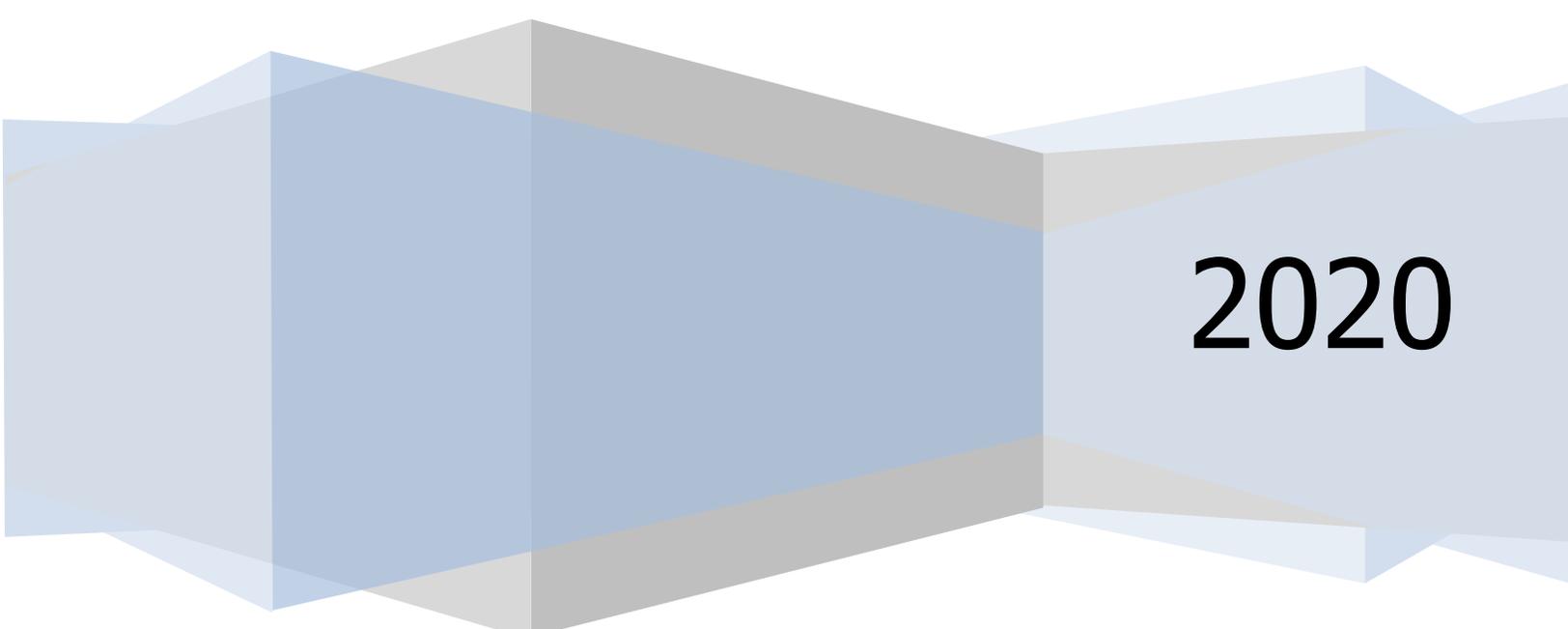




# **CANADIAN UNION OF PUBLIC EMPLOYEES**

**Local 1767  
CONSTITUTION**



**2020**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1767**

**CONSTITUTION**

**ARTICLE I  
NAME, STATUS AND JURISDICTION**

- A. The name of this organization shall be the "Canadian Union of Public Employees Local 1767".
- B. This Local was chartered on September 4<sup>th</sup>, 1974 to represent the employees of the British Columbia Assessment Authority.

**ARTICLE II  
PRINCIPLES AND OBJECTIVE**

- A. To obtain and maintain just a reasonable working conditions, salaries and benefits for all employees of the British Columbia Assessment Authority.
- B. To attain and maintain a just tenure and security of employment for all its members.
- C. To improve the standards of assessment practice for the employees within the British Columbia Assessment Authority.
- D. To co-operate with the Assessment Authority to promote assessment legislation to meet changing conditions within the Province.
- E. To educate those members who hold key positions as officers or committee members and ensure they have such educational material available to them that will prepare them to effectively represent the membership.

To educate and ensure the entire membership is knowledgeable concerning the Union structure, its function, and the Collective Agreement to be able to maintain their rights in the workplace and have an effect on CUPE Local 1767.

**ARTICLE III**  
**MEMBERSHIP**

- A) Any employee of the British Columbia Assessment Authority or any employee of any sub-division thereof, shall be eligible for membership provided, however, such employee seeks to become a member by signing an application for membership card, and such application is accompanied by the appropriate initiation fee and such other monies and/or documents required by this Constitution and By-law.

**ARTICLE IV**  
**UNION STRUCTURE**

- A) In order to provide each member with the optimum opportunity to participate in the affairs of the Union, the government and the structure shall be as follows:
- 1) The Annual General Meeting
  - 2) The Executive Board
  - 3) Regional Units
  - 4) Area Units

**ARTICLE V**  
**ANNUAL GENERAL MEETING**

- A) The Union shall meet annually at such place as the Executive Board shall determine, having regard to locations and accommodations. The supreme authority of the Union shall be the Annual General Meeting.
- B) Special General Meeting may be called by direction of an Annual General Meeting or any order of the Executive Board.
- C) In the event that the majority of members by written petition requests a special general meeting, the Executive Board shall issue the call for such special meeting within sixty (60) calendar days and shall give all members notice of the time and place for holding the special general meeting, together with a statement of the business to be considered at such a special meet
- D) Representation to special general meetings shall be on the same basis as Annual General Meetings.
- E) Except as provided in sub-section (C) of Article V, a special general meeting shall exercise the same authority as annual general meetings.

- F) Representation of the Annual General Meeting shall be the members of the Executive Board (as per Article VI), the Trustees, plus delegates elected by Assessment Areas as follows:

Up to and including 22 members – 2 delegates  
23 members and greater divided by 11 then rounded  
Down to the nearest whole number = Total number of delegates

When an Area is unable to elect its full complement of delegates as set out in this section; a delegate may be elected from another Area in the same Region, as set out in Article VI Section C. Election shall be by members of that Region.

Three non-voting delegates will be randomly drawn from interested membership elected by Areas as 'wildcard' delegates.

F1) The Area Representatives and Alternate Area Representatives will have the first right of refusal to attend the Annual General Meeting as delegates.

- G) Representation at conventions shall be based on the paid-up membership that is serviced by an area 150 days prior to the first day of the Annual General Meeting. A member continuously employed in an area for a period not less than sixty days shall be deemed to be serviced for that area.
- H) All delegates shall be members in good standing with the Union and employees of the British Columbia Assessment Authority at the time of the Annual General Meeting.
- I) Delegates' credentials shall be received by the Union Office thirty (30) days prior to the Annual General Meeting.
- J) The Executive Board shall appoint such committees as are necessary to conduct the affairs of the convention.
- K) Notice and credentials of such Annual General Meeting, including all relevant information, shall be forwarded by mail or email to all Area Representatives not less than ninety (90) calendar days prior to the starting date of the meeting by the Secretary-Treasurer.
- L) Policy and Constitutional amendments to be introduced for consideration at the convention shall be received at the Union Office sixty (60) days prior to the Annual General Meeting. They shall be signed by the Secretary-Treasurer and sent to the Chair of the Policy Resolutions Committee and the Chair of the Constitutional Resolutions Committee respectively for compilation and distribution to all offices thirty (30) days prior to the Annual General Meeting for delegate perusal. Resolutions and Constitutional amendments submitted contrary to this provision can only be dealt with by the convention and with majority consent of the delegates in the convention, but such

resolutions and constitutional amendments shall only be dealt with after all regularly submitted resolutions and constitutional amendments have been dealt with.

- M) One-half of the registered delegates at any convention shall constitute a quorum for the transaction of business.
- N) Unless otherwise specified, any decision taken by the convention shall take effect immediately upon adjournment of the convention. However, nothing in this paragraph shall imply a right to change the rules under which the convention is operating, except by means of submitting constitutional amendments in the regular manner.
- O) When approval of the Constitutional amendments has been received from the National President of CUPE, then email notification shall be sent to Area Representatives or an Alternate for each Area Office within one hundred and eighty (180) calendar days of the Annual General Meeting stating that the Constitution has been updated on the local's website. Also, within this time limit, notification shall be sent to each Executive member and to a Union member in an office where no Area Representative is located.

## **ARTICLE VI** **EXECUTIVE BOARD**

- A) The Executive Board shall be members in good standing with the Union and shall be the governing body of the Union when the convention is not in session. It shall take such action and render such decisions and instructions of the convention, and to enforce the provisions contained in this Constitution and By-laws.
- B) The Executive Board shall be composed of the President, the Vice-President, Secretary-Treasurer, Grievance Officer, the Past President, and seven Regional Directors. Of these, the President, the Vice- President, the Secretary-Treasurer shall be the "Table Officers" and in the event that any of the "Table Officers" is unable to complete their term of office, the Executive Board shall be authorized to fill the vacancy for the balance of the term. The position of Past President is a non-voting executive board member. The Regional Directors shall be from the following Regional Units.

- South Vancouver Island – 1
- North Vancouver Island – 1
- South Lower Mainland – 1
- North Lower Mainland – 1
- Thompson/Okanagan – 1
- Kootenays – 1
- Northern Area – 1

C) The Regional Units shall consist of the following areas:

South Vancouver Island:	Head Office – Information and Technology Services Head Office – Combined Capital
North Vancouver Island:	Central Vancouver Island Courtenay
Fraser Valley:	Abbotsford Surrey
Greater Vancouver:	Vancouver
Thompson/Okanagan:	Kamloops Kelowna
Kootenays:	Cranbrook (East Kootenay) Nelson/Trail
Northern Area:	Williams Lake Terrace Prince George Dawson Creek

- D) The Executive Board shall meet at the call of the President at least eight (8) times each year. The President may also call the Board into emergency sessions if required and shall call such emergency sessions when requested individually in writing by more than half the Board members. If a Regional Director is unable to attend, they shall delegate an Area Representative from their Region to attend the Executive Board meeting in their absence with all rights and privileges of the Regional Director. Minutes of all Executive meetings are to be recorded. They shall be sent to all Area Representatives to be read out at Area meetings and / or circulated as well as posted on the Union Bulletin Board.
- E) When in session eight (8) members of the Executive Board shall constitute a quorum and official action may be taken by those present. Except as provided in Section (F) of this Article, the decisions of the Executive shall be by majority vote.
- F) When not in session, the Executive Board may act on all matters of any nature requiring Board action by email, letter or telephone. When the President desires action by the Executive Board, they may contact members by email, writing, or telephoning them. Such action so taken by the members of the Executive Board shall constitute action of the Board as though it were in formal session and it shall be reviewed at the next meeting and shall be a part of the minutes. A decision of the majority of the members of the Executive Board shall be the decision of the Board.

- G) No monies of the Union shall be expended unless prior authorization through budget or approved by the Executive Board or specifically provided for by the acts of the convention. The manner and method by which monies are withdrawn or cheques issued, shall be determined by the Executive Board.
- H) The Executive Board shall prepare and present to the Convention a complete report of its activities during the period between conventions.
- I) The Executive Board shall, by majority vote, select from the general membership, Committee Chairman, Negotiators, and such persons as they deem necessary to assist them.
- J) If the National President should reject a revised Constitution on a technicality, the Executive Board may make minor changes to the Constitution under the direction of the National President, subject to the approval of the following Annual General Meeting.
- K) The Executive Board may request the attendance of other persons at the Executive meeting.
- L) The Executive Board shall be empowered to authorize the taking of a strike vote.

## **ARTICLE VII** **OFFICERS**

- A. The Officers of the Union shall be the President, the Vice-President, the Secretary-Treasurer, Grievance Officer, the Past President, the Past Secretary-Treasurer, the seven Regional Directors, the seven Regional Recording Secretaries, the seventeen Assessment Area Representatives (two for VSS and one for each remaining areas), the nineteen Alternate Area Representatives (one for each area with additional alternative representative in Vancouver, Surry & Kelowna), and the three Trustees. No person shall hold more than one office concurrently. The position of Past Secretary-Treasurer is a non-voting position.
- B. The President shall function as the Chief Executive Officer of the Union. They shall exercise supervision over the affairs of the Union, sign all official documents, preside at conventions and all meetings of the Executive Board.
- C. It shall be the duty of the President to carry out the wishes of the Executive Board and to promote the welfare and purpose of the Union and to exercise supervision of the Union throughout its jurisdiction.
- D. The President shall have sole authority to interpret this Constitution and By-laws, subject to appeal to the Executive Board or to the convention.

- E. The President shall have first refusal of all nominations to attend seminars and conventions to which Local 1767 authorizes the sending of delegates.
- F. The Vice-President shall assist the President in the performance of their duties and shall preside at the conventions or meetings at the request or in the absence of the President and perform such other duties as the convention or Executive Board shall from time to time determine.
  - F1) The Past President shall assist the President in the performance of their duties and shall perform other duties as the Executive Board shall from time to time determine. The Past President's term shall be one year after a newly elected President.
- G. The Secretary-Treasurer shall keep a correct, full, and impartial record of the proceedings of each meeting of the Executive Board. They shall be responsible for the maintenance and operation of the Union Office. They shall perform such other duties as the Union or Constitution may direct.
  - G1) The Past Secretary-Treasurer shall assist the Secretary-Treasurer in the performance of their duties and shall perform other duties as the Executive Board shall from time to time determine. The Past Secretary-Treasurer term shall be one year after a newly elected Secretary-Treasurer.
- H. The Secretary-Treasurer shall be the custodian of the official seal which shall be affixed to all official documents of this Union, upon the authority of the Executive Board. The official seal will be located at the Local's business office for use by the Business Agent as directed by the Executive Board.
- I. The Secretary-Treasurer shall keep all financial accounts of the local Union and shall maintain correct and proper accounts of all its members. They shall receive all initiation fees, dues, assessment, and fines from members of the Union and shall deposit same in the name of the Union in such bank or credit union as the Union may direct. They shall make all disbursements for the Union as only for the purposes of the Union, and in all cases shall be made by cheque signed by the Secretary-Treasurer and counter-signed by the President or such other officer as the Union may designate; however, a petty cash fund may be authorized by the Union from which expenditures can be made. They shall ensure that the Local's funds are used only as authorized 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.
- J. The Secretary-Treasurer shall make a financial report to Executive Board meetings detailing all income and expenditures for the period. It shall be the duty of the Secretary-Treasurer to keep on file and maintain, organize, safeguard, and keep on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, all receipts for money sent to Canadian Union Headquarters during

the year as well as records and supporting documents for all income received by the Local Union.

- K. The Secretary-Treasurer shall submit their books and records half-yearly to the Trustees with a letter from the bank or credit union where the funds of the Union are deposited, attesting to the credit of the Union at such bank or credit union and respond in writing to any recommendations and concerns raised by the Trustees.
- L. The Secretary-Treasurer shall forward to the National Secretary-Treasurer of the Canadian Union on the official monthly report forms provided, not later than the 15<sup>th</sup> day of each month, all financial obligations owing to the Canadian Union. They shall forward one dollar (\$1.00) of each initiation fee on all members admitted, (except for those named on the list forwarded with the application for a charter), along with the per capita tax on all dues received by the 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.
- M. The President, Vice-President, Secretary-Treasurer, and the Union Office Manager shall be properly bonded with a faithful Performance of Duty Bond; such bond shall not be for less than twenty-five thousand dollars (\$25,000) and can be increased to any figure which the Local deems to be necessary and appropriate. Any Table Officer who cannot qualify for a bond shall immediately be disqualified from their office and the Union shall proceed with the election of another new Table Officer.
- N. The Regional Director must be a member in good standing of the Union within the geographical area for which they are serving with the exception of the Grievance Officer who is deemed to be a regional director for each region where unresolved grievances and arbitrations are located.
- O. The Regional Director shall preside at all meetings of the regional unit, perform duties as described in Step II of the Grievance Procedure, appoint all committees not otherwise ordered, and transact such other business as may of right pertain to their office and which may be necessary for the proper functioning of the regional unit. They shall call a minimum of two meetings per year, and the Union will pay expenses incurred for these meetings to a maximum of 25% of the paid-up membership of the region.
- P. The Regional Recording Secretaries shall keep a correct, full, and impartial record of the proceedings of their regional meetings and shall forward a copy to the Union Office. These records must also include a copy of the full financial report (Executive Board meetings) and the written financial report (membership meetings) presented by the Secretary-Treasurer. The record will also include Trustees' reports.
- Q. The Trustees shall audit the books of the Secretary-Treasurer and shall exercise general supervision over the property of the Union.

- R. The Trustees shall act as an auditing committee on behalf of the members and examine the books and records of the Secretary-Treasurer, the Recording Secretary and committees and inspect or examine all properties, bonds, and all other assets of the Union at least half-yearly or every six months and shall report in confidence to the next Executive Board meeting following the end of each half year on the conditions of the funds and accounts, the number of members in good standing, the number initiated, expelled or suspended, admitted or withdrawn, together with such other information they may deem necessary to the efficient and honest administration of the Union. They shall transmit a copy of such report to the National Secretary-Treasurer of the Canadian Union, the President and Secretary-Treasurer, and report on such affairs to the following Annual General Meeting. They shall also 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.
- S. A Ways and Means Committee shall be established and shall consist of the Secretary-Treasurer, and the Trustees.
- T. The Trustees shall certify all referendum balloting.
- U. The Area Representative shall:
- a. greet new members to their office/division
  - b. provide introductory Union information to them
  - c. canvass their members for input into area reports as requested by their Regional Director, approximately six times per year
  - d. disseminate such information from their Executive as Union minutes, surveys and ballots
  - e. follow the direction of their Executive and abide by the oaths of nomination and election
  - f. call meetings at reasonable intervals of the membership in their office/division one of which will be for the purpose of elections
  - g. be the local occupational health and safety officer and meet with the local manager once per month and report out on that basis to the provincial committee
  - h. submit Step 1 grievances on behalf of their members as requested by the grievance committee
- V. Should any Officer fail to answer the roll call for any three (3) consecutive meetings, without good cause for such absence, the office shall be declared vacant, and the same filled upon the recommendation of the Executive Board.

- W. At the end of their term of office, all Executive Board Members shall turn over to their successors all properties and assets, including funds, books and records belonging to the Union.
- X. The Alternative Area Representative shall attend and record the minutes of all area office Union meetings and shall perform the duties of the Area Representative in their absence.
- Y. The Grievance Officer shall:
1. Update and/or discuss grievance strategy with the Chief Grievance Officer and CUPE National Representative when appropriate
  2. Assist Area Reps and Regional Directors in writing grievances
  3. Coordinating with reps and RD's on building the grievance case/points to be presented
  4. Assist with information gathering in knowing what's needed or what's missing – requesting RD's or Reps to seek info from members or documentation
  5. Maintain the grievance files and folders – keeping digital copies of grievance materials organized
  6. Chair the grievance committee
  7. Report out at the Executive Meetings and the AGM
- Z. If any officer of the local has accepted an acting term for less than 24 weeks as an excluded member or as a National Representative, their elected position must be backfilled from interested members from the respective office/region/local with approval by the executive board. If the acting term is for greater than 24 weeks, the position will be declared as vacant and a byelection will commence.

## **ARTICLE VIII** **ELECTIONS**

- A) The President shall be elected annually by ballot of delegates at the Annual General Meeting. Nominations shall be placed before the Annual General Meeting by delegates.
- B) The Vice-President shall be elected annually by ballot of delegates at the Annual General Meeting. Nominations shall be placed before the Annual General Meeting by delegates.
- C) The Secretary-Treasurer shall be elected annually by ballot of delegates at the Annual General Meeting. Nominations shall be placed before the Annual General Meeting by delegates.

D) The Regional Director shall be elected by ballot at the Regional Meeting, by delegates only, preceding the Area representative elections of their respective region. Number of delegates to be determined by the Region at a non-election meeting. The elected individuals' names shall be recognized at the Annual General Meeting. The Regional Director shall assume office immediately upon conclusion of the Annual General Meeting. In the event that this provision is not followed, and any Union member raises the issue with the executive, who through due investigation find that the complaint is valid, the election results will be Void and a new Election required within 60 days of the complaint.

D1) In the event that the Regional Director is unable to complete their term of office, they shall arrange an election in their region no later than thirty (30) days after their last Executive Board meeting. Failing this, the Executive Board will be empowered to arrange for an election at a Regional Meeting.

E) The Regional Recording Secretary shall be elected at the Regional Meeting by delegates only, preceding the Annual General Meeting. Numbers of delegates shall be determined by the Region at a non-election meeting and their term of office shall commence immediately after the Annual General Meeting.

F) The Area Representative shall be elected from the membership at an Area Office meeting held no earlier than 60 days and no later than 31 days prior to the Annual General Meeting. The Area Representative shall assume office immediately upon conclusion of the Area Office Union meeting.

F1) The Alternate Area Representative shall be elected from the membership at an Area Office Union Meeting held no earlier than 60 days and no later than 31 days prior to the Annual General Meeting. Their term of office shall commence immediately upon conclusion of the Area Office Union meeting.

F2) Area Representative and Alternate Area Representative mid-term vacancies will be filled by elections held as soon as possible and with adequate notice at an Area Office Union meeting. Their term of office shall commence upon conclusion of that meeting and will run until the annual representatives' meetings held no earlier than August 1 prior to the Annual General Meeting.

G) There shall be three (3) Trustees, one to be elected at each Annual General Meeting for three years, by ballot of delegates. In the case of a vacancy occurring prior to the Annual General Meeting, the Executive Board may appoint a Trustee to fill a short term (three months or less) vacancy before a by-election is called. Any by-elections should be to fill only the expired terms in order to preserve overlapping terms of office.

H) All paid up members, normally employed in the area, in good standing, shall be entitled to voting privileges at the Area Meetings.

- I) Only those members who are regularly employed within a region shall be entitled to vote at meetings of the membership of the region.
- J) Electronic Ballot will be made available for all election's meetings for Regional Director, Area Representative and Alternate Representative should any Union member request it. A notification of this right will be included in the call for nominees and the request itself must be received no later 96 hours prior to the election.
- K) An elections committee will be formed of volunteers at the regional meeting called under section (D) to assist with Regional Director positions election nominations. Nominations for Regional Director will be communicated to a committee member two weeks prior to any Regional Director position election and communicated to eligible voters at that time. If there are no nominations as of the nomination deadline then there will be a final call for nominations immediately prior to the vote for the mentioned election. The elections committee will consist of (3) members plus an alternative member. Where more than (4) volunteers, a vote will be held to determine committee members. Participation in the election committee will not preclude said committee members from voting in the Regional Director election. The committee will be responsible for selecting the time and location of the election, educating members on the election process prior to an election, and determining the order of events during the electioneering portion of the meeting. Meeting location and time should be determined based on the greatest possible in-person participation from the region. Whenever possible candidate order for electioneering should be random.
- L) All ballots cast for an election will be mailed to the Union office and will be kept for 90 days before being destroyed. If there is a dispute regarding the outcome of an election a majority of the Table Officers will meet to open and review the ballots to confirm the election results. The dispute must be raised within 30 days of the election.
- M) Nominees for elected positions may choose to appoint a scrutineer to oversee the counting of ballots. Scrutineers will retain the right to cast a vote.
- N) The Grievance Officer shall be elected annually by ballot of delegates at the Annual General Meeting. Nominations shall be placed before the Annual General Meeting by delegates.
- O) The candidate who receives more than 50% of the votes shall be declared elected. In the event of a tie vote, a second and subsequent ballot(s) will be taken if necessary, until a candidate receives the required vote(s) and can be declared elected. In the event that the tie vote persists, subsequent ballots may be deferred to the next membership meeting. When two or more nominees are to be elected to any office by ballot, each member voting will be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.

**ARTICLE IX**  
**PROCEDURES FOR REFERENDUM BALLOTING**

- A) A referendum ballot will be taken in accordance with existing referendum policy.
- B) In the matter of contractual subjects, referendum ballots shall be available to all dues paying employees of record, as of the date of balloting.
- C) In the matter of referendum ballots other than contractual, eligible members will be those employees holding valid membership cards.
- D) After the closing date, all sealed envelopes shall be made available to the Trustees for counting and declaring results. Ballots shall then be destroyed by Executive Board resolution.

**ARTICLE X**  
**DUES AND INITIATION**

- A) Initiation fees shall be ten dollars (\$10.00). Readmission fee will apply to those members who have not been a member in the last 365 days. The readmission fee shall be equal to that of the initiation fee.
- B) Dues shall be two per cent (2.0 %) of gross monthly salary, excluding overtime.
- C) Changes in dues can be made on recommendation of the Executive Board and in that case, must be put to the membership by referendum and must have a simple majority to pass.
- D) A person, entitled to membership in this Local, who holds a valid withdrawal and/or transfer card, which has been issued within one year previous from this or another CUPE Local, shall be exempted from ten dollars (\$10.00) Initiation fee.
- E) Dues for members on Long Term Disability shall be waived and these members shall remain in good standing with the Union for the term of their disability.
- F) In the case of the "Third Party Picketing Fund" falling below \$2,000.00, the membership dues will increase by \$2.50 per member per cheque until the fund has reached \$5,000.00. The above-mentioned fund is to be administered according to the policy adopted at the 1981 Annual General Meeting.
- G) Any member who is in arrears for dues and assessments for a period of ninety (90) calendar days shall be automatically suspended from membership. A member thus

suspended may be re-admitted upon payment of a re-admission fee of not less than the initiation fee and such other penalty as the Local may impose.

- H) Members must be provided with notice of at least seven days at a previous meeting or 60 days before in writing prior to dealing with an amendment to their duties structure or any other amendment to their bylaws.
- I) Assessments may be levied in accordance with Article B.4.2 of the National Constitution

## **ARTICLE XI** **ORDER OF BUSINESS**

- A) At the opening of the meeting, the President shall take the Chair and shall conduct the business in the following order:
  - 1) Acknowledge of Indigenous territory
  - 2) Roll call of officers
  - 3) Reading of the Equality Statement
  - 4) Reading of the Green Statement
  - 5) Reading of the Minutes
  - 6) Matters arising
  - 7) Treasurer's report
  - 8) Communications and bills
  - 9) Voting on new members and initiation
  - 10) Executive report
  - 11) Reports of committees and delegates
  - 12) Nominations, elections, or installations
  - 13) Unfinished business
  - 14) New business
  - 15) Good of the Union
  - 16) Adjournment

## **ARTICLE XII** **RULES OF ORDER**

- A) The Rules of Order of ALL meetings of the Union shall be the Bourinot's Rules of Order, subject to provisions set out in sub-sections B and C of this Article.
- B) All questions of parliamentary nature not provided for in this Constitution shall be decided in accordance with "Bourinot's Rules of Order".

C)

1. When a delegate wishes to speak, they shall proceed to one of the microphones provided for that purpose. When recognized by the Chair, they shall give their name and the office they represent and shall confine their remarks to the question at issue.
2. Speeches shall be limited to three (3) minutes except in moving a motion when the delegate shall be allowed five (5) minutes.
3. A delegate shall not speak more than once upon a subject until all who wish to speak have had an opportunity to do so.
4. A delegate shall not interrupt another except it to be to call to a point of order.
5. If a delegate be called to order they shall, at the request of the Chair, take their seat until the question of order has been decided.
6. Should a delegate persist in unparliamentarily conduct, the Chair will be compelled to name them and submit their conduct to the judgment of the Convention. In such case, the delegate whose conduct is in question should explain and then withdraw, and the Convention will determine what course to pursue in the matter.
7. When the question is put, the Chair after announcing the question shall ask: "Are you ready for the question?" If no delegate wishes to speak, the question shall be put.
8. Questions may be decided by a show of hands or a standing vote on the basis of one vote per delegate. A roll call vote may be demanded by two-thirds of the delegates voting. In a roll call vote, each delegate shall be entitled to one vote.
9. Two delegates may appeal the decision of the chair. The Chair shall then put the question thus: "Shall the decision of the chair be sustained?" The question shall not be debatable except that the Chair may make an explanation of their decision.
10. The Chair shall have the same rights as other delegates to vote on any question. In case of a tie vote, they shall cast the deciding vote.
11. When the previous question is moved, no discussion or amendment to either motion is permitted. If the majority vote that "the question be now put", the original motion has to be put without debate. If the motion to put the question is defeated, discussion will continue on the original motion.
12. Committees may combine resolutions or prepare a composite to cover the intent of the question at issue. Reports of Committees are not subject to amendment except

such as is acceptable to the Committee, but a motion to refer back to the Committee for reconsideration shall be in order.

13. A delegate shall not move a motion to refer back after they has spoken on the question at issue.
14. A motion to refer back is not debatable and when properly seconded, the question shall be immediately put to the Convention.
15. If the report of a Committee is adopted, it becomes the decision of the Convention. If defeated, it may be referred back to the Committee for reconsideration.
16. When a question is pending before the Convention, no motion shall be in order except – to refer – to adjourn – for the previous question – to postpone for a definite time. If any of the foregoing motions is negated, it cannot be renewed until after an intermediate proceeding.
17. A motion may be reconsidered provided the mover of the motion to reconsider voted with the majority and notice of motion is given consideration at the next sitting and said notice of motion is supported by two-thirds of the delegates voting.
18. Observers will not be permitted to move or second motions or amendments to motions, nor will they be permitted to vote. Observers will be permitted to speak at the discretion of, and with the permission of the Chair.

### **ARTICLE XIII** **UNION DISCIPLINE**

- A) Union discipline shall be as per the CUPE National Constitution.

### **ARTICLE XIV**

Whereas it may be advantageous for the Union to affiliate with various groups, such affiliations may only be approved by the Executive Board after the Regional Directors have canvassed the members in their Region through the respective Area Representatives.

## **ARTICLE XV** **COMMITTEES**

### **(a) Special Committees**

A special committee may be established for a specified purpose and a specified period of time by the Local Executive Board. The members shall be appointed by the President or the Executive Board.

#### **1. Appraiser Progression**

This special committee was formed pursuant to MOU #8 of the Collective Agreement "Appraiser Progression" which was agreed to on December 12, 2012 and was renewed on December 5, 2014. This MOU created a joint committee "to review the method of salary progression from Appraiser I to Appraiser II. The objective of the review will be to explore alternatives that may replace the current time-based progression model contained in Article 16.13 with a model based upon achievements such as education, experience and performance milestones."

The committee shall consist of three members and shall be selected by the President following an expression of interest. This committee will automatically disband upon the conclusion of the joint committee work or the commencement of the next round of bargaining, whichever comes first.

#### **2. Bargaining**

This special committee will be established at least ten months prior to the expiry of the Local Union's collective agreement and will automatically disband when a new collective agreement has been signed and ratified by both parties.

The function of the committee is to prepare collective bargaining proposals and to negotiate a collective agreement.

The committee shall consist of a minimum of four members and shall be selected by the President following an expression of interest with the goal of balancing bargaining experience and mentoring opportunities while reflecting the diversity of the membership. As per Article 24.06 b) of the Collective Agreement the four core members shall be on paid leave for time spent travelling and meeting with the Employer.

The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

### **3. Corporate Engagement**

At the request of the Employer one member of the Executive Board may serve as a liaison from the Union Local to meet and work with the Corporate Engagement Committee.

This individual is selected by the President following an expression of interest to the Executive Board and reports to each Executive meeting which follows a Corporate Engagement Committee meeting.

This role is advisory and cannot bind the Executive Board of the Union Local but can speak from the perspective as a trade union activist in guiding the corporate committee.

#### **(b) Permanent Committees**

The Chairperson of each permanent committee will be appointed by the President following an expression of interest to the incoming Executive Board immediately following the Annual General Meeting. The President may, with the approval of the Executive Board, appoint other members to serve on a committee. Committees will provide written reports to each Executive meeting and AGM. There are currently seventeen permanent committees:

##### **1) Annual General Meeting**

This committee will:

Ensure the smooth and successful running of the AGM.

The AGM committee shall be chaired by the Secretary/Treasurer who shall appoint executive or other members to assist at their discretion in the following areas.

- a) Sergeant at Arms
- b) Credentials
- e) Hospitality Suite
- f) Saturday Dinner/Entertainment

##### **2) Constitutional Amendments**

This committee will:

Review the constitution to ensure it remains current and propose constitutional amendments to the AGM as may be required from time to time. Amendments proposed by members for presentation at the AGM shall reviewed by the committee for clarity and they may recommend friendly revisions to them with the author(s).

### **3) Contracting Out/In Committee**

This committee will:

Review the list of contractors supplied by the Employer twice a year to ensure compliance with the contracting out language of our Collective Agreement. In consultation with the Executive Board the committee will seek ways in which to contract in the work of our members.

Prepare and present reports to the Executive Board meetings and AGM.

### **4) Education and Bursary**

This committee will:

Educate and ensure the entire membership is knowledgeable concerning the Union structure, its function, and the Collective Agreement to be able to maintain their rights in the workplace. Organize and facilitate our annual AGM education day which takes place the Friday prior to the AGM. Gather information about appropriate courses, the availability of courses, and make recommendations to the Executive Board on whether or not members should be attending.

Review bursary applications and make bursary recommendations to the Executive Board.

### **5) Finance**

This committee will:

Be responsible for budget items and funds of the local. It also deals with the Local's human resources items and is reported out within the Secretary/Treasurers report at each of the executive meetings and the AGM.

### **6) Grievance**

This committee will:

- Oversee the handling of all local grievances including assisting Regional Directors in the investigation, grievance writing and presentation processes.
- Receive copies of all grievances and discuss the merits of each with the CUPE National Representative.
- Maintain and share with the Executive Board a list of all grievances active since the conclusion of the last AGM and prepare a report on the status of all grievances to be submitted to the Executive Board meetings, The CUPE National Representative and the AGM.
- It is the responsibility of the Grievance Officer to monitor grievance timelines with the assistance of the Chief Grievance Officer, elevate or withdraw grievances and maintain a full and complete record of all correspondence, emails and notes relating to the grievance.
- When a grievance is not settled in the initial steps provided for in the collective agreement, this committee will decide whether or not the

grievance should proceed to arbitration. At any step if the decision is to not proceed, the grievor will be notified by their Regional Director or Grievance Officer and may appeal the decision to the Executive Board in writing or by email within five (5) working days of having been notified of the decision.

- If the Executive Board will not be physically meeting during this time, they will review the appeal by email or teleconference within five (5) working days and render a decision by email and/or registered mail.
- The Employer will be notified of the appeal immediately upon its receipt in order to extend the grievance time lines as necessary for the completion of the appeal process.
- The committee members will either be the President or Vice-President, Chief Grievance Officer and the chairperson at a minimum. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages.

## **7) Health and Safety**

This committee will:

Educate members on the importance of workplace health and safety.

Prepare and present reports to the Executive Board meetings and AGM.

Disseminate regional and local information regarding the April 28th Day of Mourning ceremony each year around the province. Participate on the Joint Occupational Health and Safety Committees (JOH&S) at their workplace.

Ensure that the worker representatives on the JOH&S meet separately from the employer to prepare for meetings with the employer. Support area and regional level OH&S representatives in having regular and timely meetings with their managers. Promote safe work procedures and environments so as to prevent illness and injury as a result of workplace factors.

Through local and regional OH&S representatives immediately bring to the attention of the employer any workplace hazard that has the potential to cause members' illness or injury. Work to eliminate all workplace hazards, be they physical, environmental, or social.

## **8) Job Evaluation**

This committee will:

Meet with the Employer (Joint Job Evaluation) as required to review and re-evaluate job descriptions which have been reclassified by the Employer under Article 27 of the Collective Agreement. Review and adjudicate employee submissions who feel that their job has substantially changed. The committee shall take their findings to the Executive Board with their recommendation to proceed or not under Article 27.03(b) of the Collective Agreement.

## **9) Labour Relations**

This committee will:

Prepare and present issues of mutual concern between the Local and the Employer to the Joint Labour Relations Committee (JLRC). The Union committee is comprised of four members of which the chair should be either the President or Vice-President. The role of chair of the joint committee for each meeting rotates between the Union and Employer. Refer issues, when appropriate, to local labour relation committees or other joint committees to ensure no duplication of work. Receive and present issues elevated from local labour relations or other joint committees which were not resolved at that level.

## **10) Pension**

This committee will:

Assist our members with all facets of the Public Service Pension Plan. Explain the pension system to new members and assist those more senior members who are contemplating retirement.

## **11) Privacy Officer**

This committee will

Ensure that an appropriate and lawful balance is struck under the Freedom of Information and Protection of Privacy Act (FIPPA) for freedom of information requests in allowing release of information and protecting the privacy of our members. Monitor and ensure the security of personal information held by the Local office and elected officers throughout the province.

## **12) Policy Resolutions**

This committee will:

Review existing Local policies to ensure they remain current and propose policy resolutions to the AGM as may be required from time to time. Resolutions proposed by members for presentation at the AGM shall reviewed by the committee for clarity and they may recommend friendly revisions to them with the author(s).

## **13) Political Action**

This committee will.

Educate our members about the benefits of supporting labour friendly and progressive candidates in municipal, school board, provincial and federal elections and encourage involvement in their campaigns. Encourage members to run for political office and assist them in obtaining funds from CUPE.

Attend CUPE BC's evening event at the Union of BC Municipality (UBCM) convention to meet provincial and local politicians to discuss issues of mutual concern and network. This occurs in early October usually and attendance of up to three members of our Local is by invitation through CUPE BC. Arrange meetings with representatives from the Local as needed with MLAs through CUPE's legislative coordinator and our CUPE National Rep.

#### **14) Tech Change**

This committee will:

Liaise with the employer on technological matters to investigate their impact on the membership and to report back to the Executive Board with information and recommendations.

#### **15) Flexible Work**

This committee will:

Meet with the Employer (Joint Telework Committee) to discuss and enforce the negotiated Collective Agreement language regarding Telework. Investigate and attempt to resolve individual conflicts regarding denial of telework. Recommend enhancements to the CA to the bargaining committee.

#### **16) Wellness**

This committee will:

Work with our members and the Employer to improve their health in the workplace through recommendations and streamlined processes. Report to the Executive Board and the membership on the status of the LTD program and how well it is working and makes recommendations for improvement. Report the numbers of members on LTD and the number of members on Short Term Disability with the possibility of going on LTD. Liaise with the Human Resources Department to ensure relevant forms are sent in a timely manner to ascertain if individuals are refused LTD and the reasons for these decisions as well as identify what needs to change to facilitate the claim process. Attend meetings with the benefits carrier as required.

### **ARTICLE XVI**

A) CUPE Constitution – These bylaws are always subordinate to the CUPE Constitution (including Appendix B) as it now exists or may be amended from time to time, and in the event of any conflict between these bylaws and the CUPE Constitution, the latter shall govern. The National President has the sole authority to interpret the CUPE Constitution.

- B) Additional Bylaws – A Local Union can amend or add to its bylaws only if:
- 1) the amended or additional bylaws do not conflict with the CUPE Constitution
  - 2) the amended or additional bylaws are approved by majority vote at a regular membership meeting or at a special membership meeting called for that purpose; and
  - 3) notice of the intention to propose the amended or additional bylaws was given at least seven days before at a previous membership meeting or 60 days before in writing.

C) Effective Date of Amended or Additional Bylaws – The amended or additional Bylaws do not come into effect until they have been approved in writing by the National President. The National President will decide whether to approve the amended or additional bylaws within 90 days of receiving them and will withhold approval only where they conflict with the CUPE Constitution.

## **ARTICLE XVII**

### **Section A**

#### **MEMBERS IN TEMPORARY ASSIGNMENTS OUTSIDE of the BARGAINING UNIT** (Excluded Position)

When a member is temporarily promoted or assigned to an excluded position which is outside of the scope of the Collective Agreement the following shall apply:

1. The member will continue payment of Union membership dues pursuant to Article X – Dues and Initiation
2. The continuance of the payment of Union membership dues maintains the member's good standing with the Union and the understanding that the member remains employed within the jurisdiction of the charter. So long as there is a continuing employment relationship, and the member does not lose their good standing by another provision under the Constitution they will remain a member in good standing while in the temporary promotion/assignment.
3. The member shall retain and accrue overall and classification seniority in the classification they are in prior to the temporary promotion/assignment for the period of the temporary promotion or assignment.
4. During the time of a temporary promotion/assignment in an excluded position outside of the scope of the Collective Agreement the member's duty and obligations are considered to be solely to the Employer.
5. The member shall not be copied on or made privy to any confidential or labour relations information pertaining to the Union during the temporary promotion/assignment.
6. The member shall not share any confidential material or information of the Employer with the Union during the temporary promotion/assignment.

7. The member shall not attend meetings of the Union due to the potential for confidential matters to be brought forth to those meetings (except as in No. 10).
8. The member will recuse themselves from participation in any Union Committees or from an Executive position should they hold one for the period of the temporary promotion/assignment.
9. The member shall be eligible for election to the Executive Board while in the temporary promotion/assignment outside the scope of the collective agreement.
10. The member shall not be permitted to vote in a Strike Vote due to the temporary conflict of interest but as a member in good standing they have a continuing interest in the bargaining unit by their right to revert back to the bargaining unit therefor they shall be permitted to vote in the ratification vote of the membership for a collective agreement.

### **ADDENDA**

- A) With the exception of the Canadian Union, "Union" refers to Local 1767.
- B) Convention means the Annual General Meeting.
- C) A majority shall be more than 50% of votes cast, except as otherwise provided in this Constitution and By-laws.
- D) Headquarters is to be regarded as two (2) assessment areas.