CUPE LOCAL 2950

2166 Western Parkway, U.B.C., Vancouver, B.C. V6T 1V6

224-2308

# SPECIAL

# BYLAWS

# ISSUE

#### IN THIS ISSUE...

**Detachable** Draft Bylaws A Tale of Two Budgets President's Report November Course Offerings

#### PRESIDENT'S REPORT

#### Bylaws

Well, as promised, the draft bylaws are now ready for examination and as discussed previously we will be debating and then approving them at the October and November membership meetings. Please come prepared for the discussion.

#### Faculty Staff Campaign/UBC World of **Opportunity Campaign**

In the last newsletter, there were a number of letters from the Union to the University regarding faculty & staff participation in the UBC World of Opportunity Campaign. It is CUPE 2950's position that the University should not solicit individual members of CUPE 2950 for contributions to this campaign. After some discussion, the University has agreed not to send out individual forms to CUPE 2950 members soliciting monies for the UBC Faculty Staff Campaign. It is the Union's view that staff make indirect contributions to UBC on an ongoing basis by the unfortunately low salaries and benefits received. If individual members were solicited for contributions to the campaign, there might be a perception that the security of their employment would be dependant on the generosity of their donation. Further, we note that individual departments and library divisions are being asked to propose projects which would be financed by the UBC World of Opportunity Campaign with the expectation that faculty and staff would contribute to these projects. The Union advises its members that they should not participate in project planning as your participation may be taken as agreement with staff solicitations/contributions to the fund.

#### B.C. Federation of Labour Affiliation

After some discussion, the September meeting approved affiliation with the B.C. Federation of Labour. Please look elsewhere in the newsletter for information on the role of the Federation.

#### **Union Organizer's Probation**

On the basis of the unanimous recommendation of the Executive, the membership ratified the motion to pass myself through probation.

#### Political Donation/Election

I am please to report that the membership approved overwhelmingly a motion to donate \$5,000.00 to the New Democratic Party for this election campaign. Money, however, is never enough - volunteers are always needed.

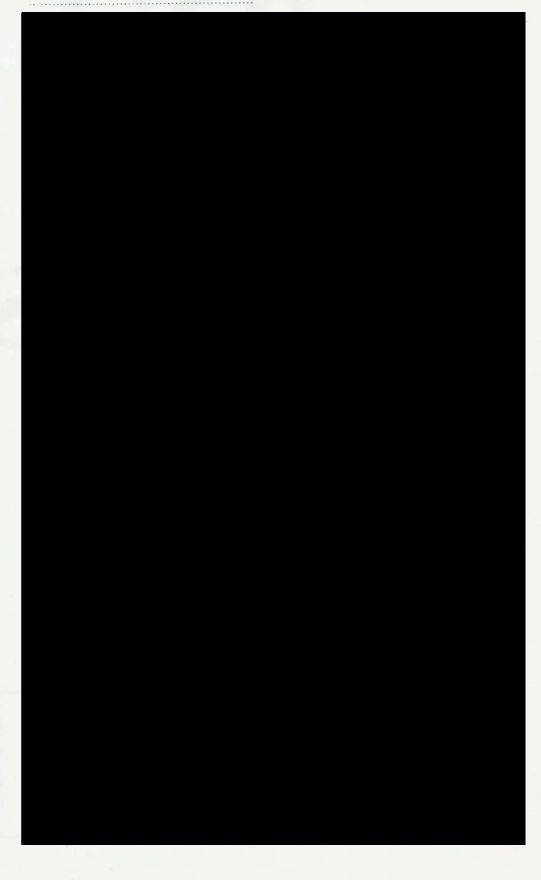
I would urge anyone who has time to assist your local NDP candidate in their campaign. Put a sign up on your lawn, help out with phoning, drive voters to the polls, every bit of help is needed there's no such thing as a sure thing!

Happy Halloween!

GREG FISHER President & Union Organizer

## Union activists and union supporters

Anne Marie Foote/PSAC/CALM





**CUPE LOCAL 2950** 

2166 Western Parkway, U.B.C., Vancouver, B.C. V6T 1V6

224-2308

October 2, 1991

Darlene Marzari, MLA Vancouver Point Grey 2505 Dunbar Street Vancouver, B.C. V6R 3N4

Dear Sister Marzari,

I am very pleased to be able to report that at the September membership meeting of the Local, the members approved a motion to make a financial contribution to the New Democratic Party for this election campaign. Please find enclosed our cheque for \$5,000.00. I'll leave it to you to forward it to party headquarters.

In closing, I'd just like to express our thanks, once again, for your presentation at our June meeting. Best of luck in the campaign.

GREG FISHER

President & Union Organizer

Equal Pay for work of equal value will be the downfall of the Canadian economy!



Where would this country be today if we hadn't stood by our principles?



And just what principles are those ?



Well... cheap labour for one.

#### SOCIAL JUSTICE FOR ALL

Here are some high points of the recent presentation Darlene gave at our last Union meeting.

The questions put to the political representatives who were asked to speak were:

- 1. What is your party's current position on Bill 19, Bill 82, and Pay Equity?
- 2. If elected, what would your party change?

The Socreds declined to supply a speaker. The NDP allowed MLA Darlene Marzari to make time to speak to us. She had been at the House, trying to get the Socreds to open the accounts to the Accounts Committee which the Opposition always chairs (for obvious reasons). Unfortunately, the Socreds had not been cooperating.

Bill 82 affects the whole range of benefits and programs on the Labour side of the budget. Bill 82 gives power to the Commissioner (Mr. Lien in this case) to decide the extent and outcome of previously negotiated agreements, retroactively if he so decrees. There is NO APPEAL. This bill supersedes all other enactments, including WCB. So, under this bill, negotiated agreements can be nullified if the Socred government want them to be.

Bill 19 involves the Socred government directly in bargaining. Basically what Bill 19 did was make provisions to reverse the gains of any arbitration or decision that went **against** an employer between 1975-1986.

What would the NDP do about this? The NDP would replace both bills with a Labour Code based upon recommendations from consultation with business, employers, and labour. The current legislation would be replaced by legislation by consensus. "Consensus" means something to which all concerned have willingly

agreed and which all feel will benefit them.

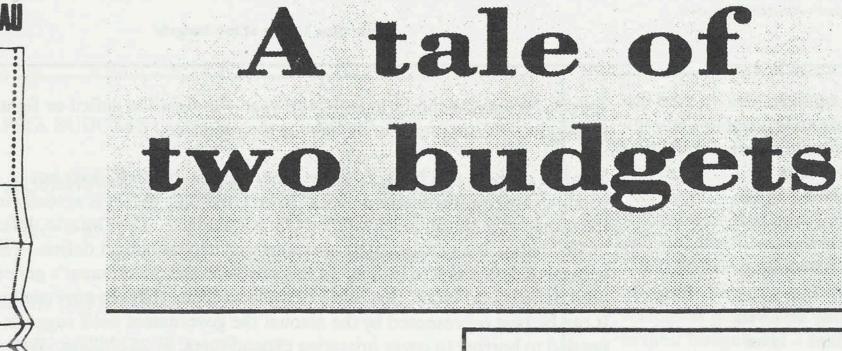
On Pay Equity:

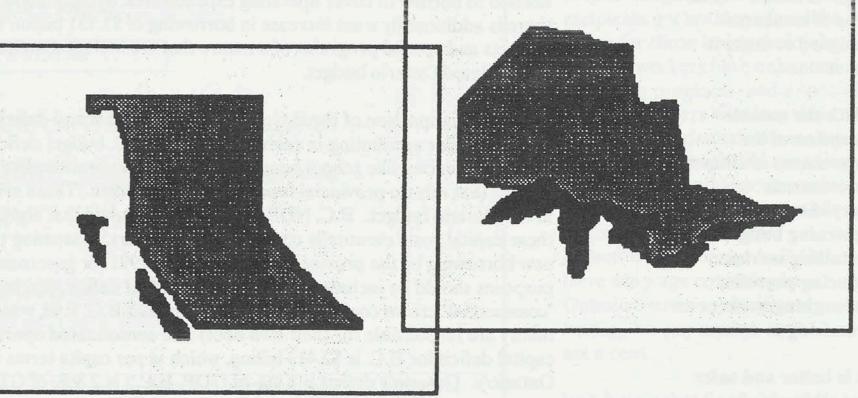
The present government has brought in a "Low-wage" economy. This means low-wage collective agreements, introduction of low-tech, low-end service jobs, as usual, mostly involving women. Low wages=low pensions, so equity would still be unavailable to women at pension time. Pensions are a big issue right now for the NDP, since B.C. is the only province without a Pension Standards Act. What this means to us is that, in addition to starting out with lower pensions than men, the employer could cream off "surplus" pension fund monies, leaving us in the cold come retirement.

What would the NDP do? The NDP would legislate liveable pay equity gradually, in consultation with women, employers, labour, municipalities, institutions such as universities, etc. Gradually is never fast enough for immediate needs, but this change has to be sustainable and payable. How to pay? By saving money, asking forests to pay a fair share, restructuring the budget and taxes to be fair. Mr. Harcourt is already taking steps to discuss a framework with business for the new Labour Code and for Pay Equity. "We can never be complacent, or cocky about winning..... We must always be alert...and continue to be committed to Social Justice". Thank you Darlene!

Geophysics & Astronomy

## TRADE UNION RESEARCH BUREAU





It can only be a comment on the poverty of politics in B.C. that the single largest issue in the coming election is the Ontario deficit.



to page 2: Tale of two budgets

Published by the Trade Union Research Bureau .. Fred Wilson , Editor MARITIME LABOUR CENTRE, 170-111 VICTORIA DRIVE, VANCOUVER, B.C. V5L 4C4 • TEL (604) 255-7346 • FAX 255-0971

from page 1: Tale of two budgets

John Kenneth Galbraith, Globe and Mail, May 31, 1991

to page 3: Tale of two budgets

PER CAPITA BUDGETS Ontario -- \$5,333 B.C. -- \$5,511 PER CAPITA DEFICITS Ontario -- \$983.21 B.C. -- \$751.48 OPERATING AND CAPITAL BUDGET INCREASES Ontario operating + 11.9% B.C. General Fund +8.1% Ontario capital -- + 34.1% B.C. -- Net new borrowing by crown corporations and agencies, excluding B.C. Hydro and B.C. Rail -- + 210% UNEMPLOYMENT B.C. 1991 projected -- 10.2% Ontario 1991 projected -- 10% B.C. 1992 projected -- 10.7% Ontario 1992 projected -- 9.7% Sources: 1991/1992 B.C. and Ontario Budgets: Notes: L Ontario Per capita budget is the consolidated spending of 52.761 billion and 1991 estimated population of 9,892 million. B.C. budget is \$16.545 billion general fund expenditure plus \$1,151.3 million net capital spending for crown

corporations and agencies, excluding B.C. Hydro and estimated 2.7% increase over 1990

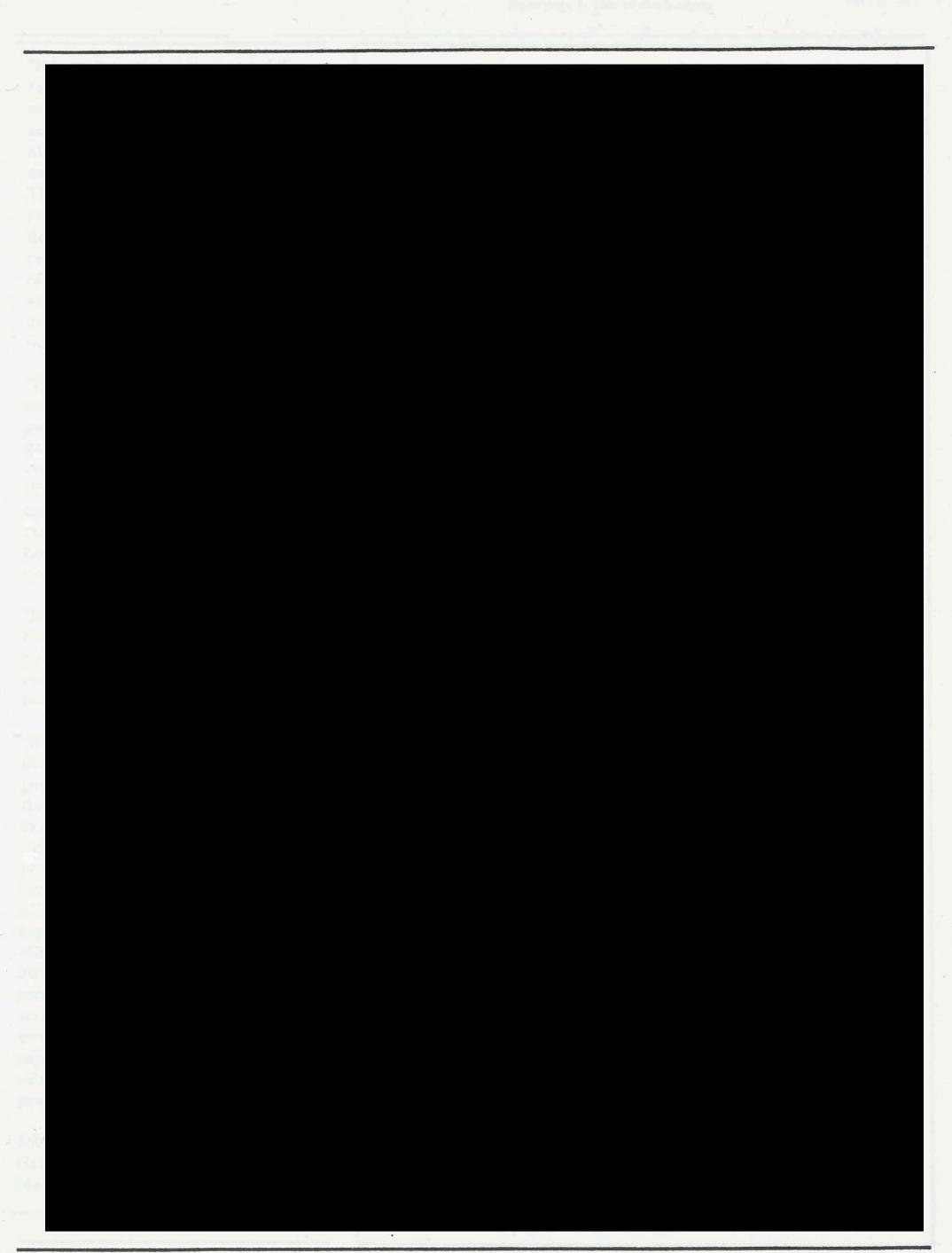
population of 3,127 million; 2. B.C. deficit is \$1.26 billion shortfall in the general fund plus \$1.2

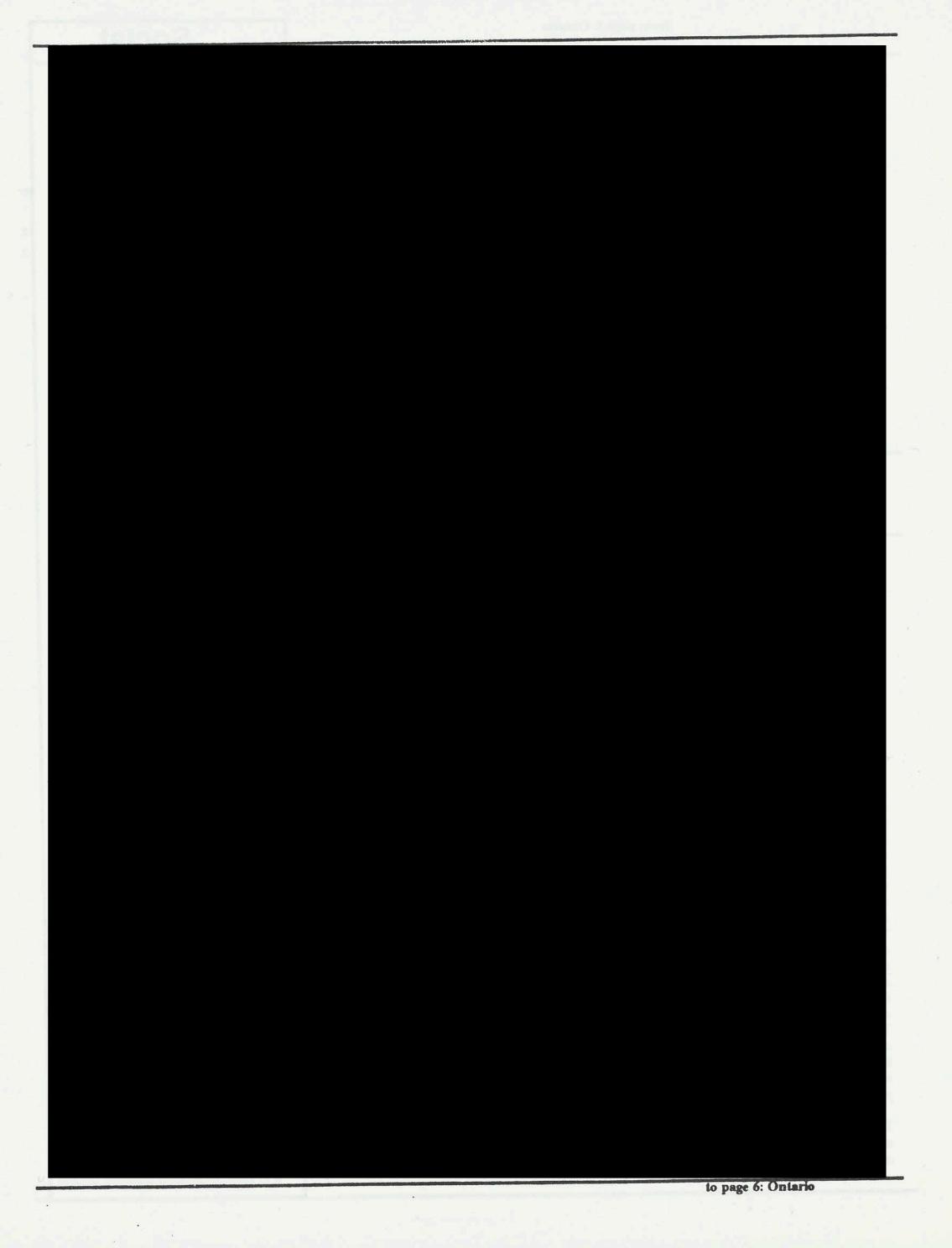
billion net new borrowing for crown corps and agencies, exclusing B.C. bydro; 3. B.C. capital spending is \$1.15 billion new borrowing compared to new borrowing for similar purpose in 1990. -- Fred

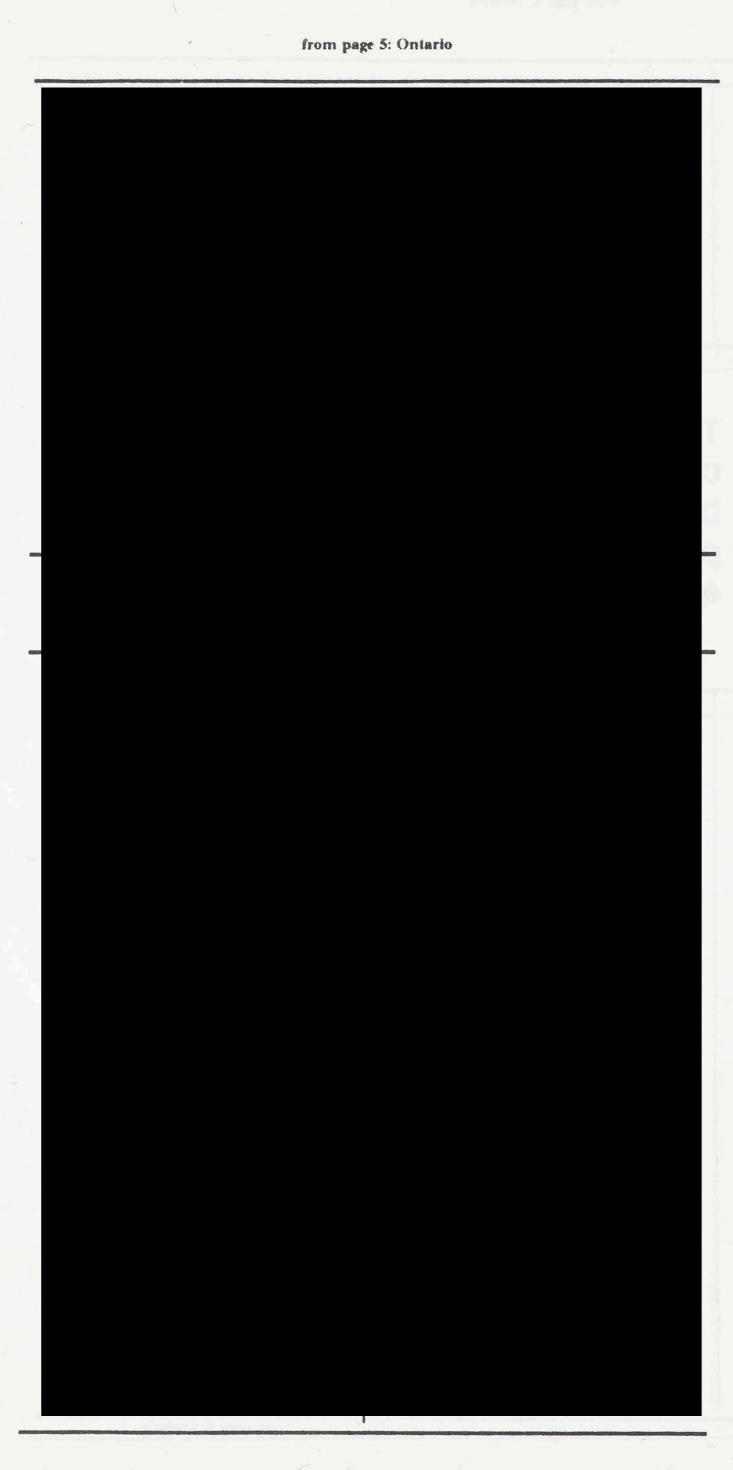
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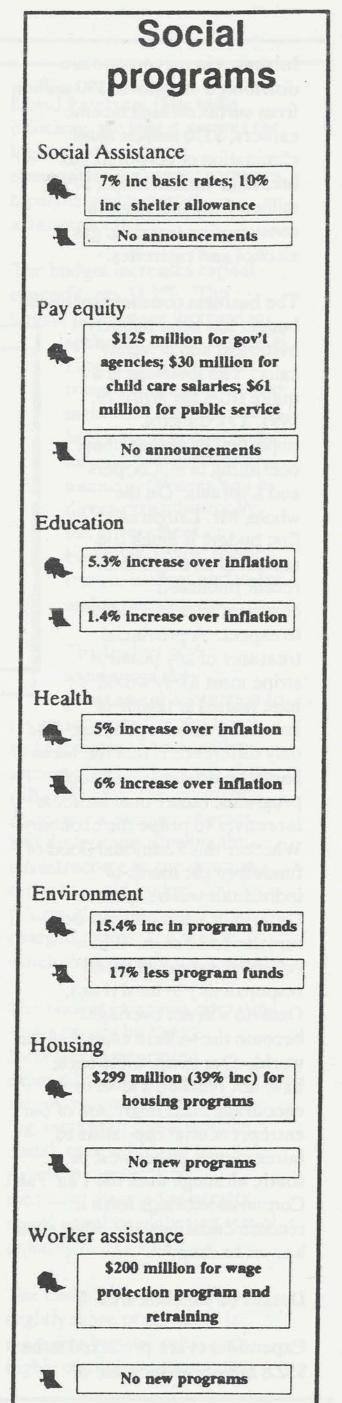


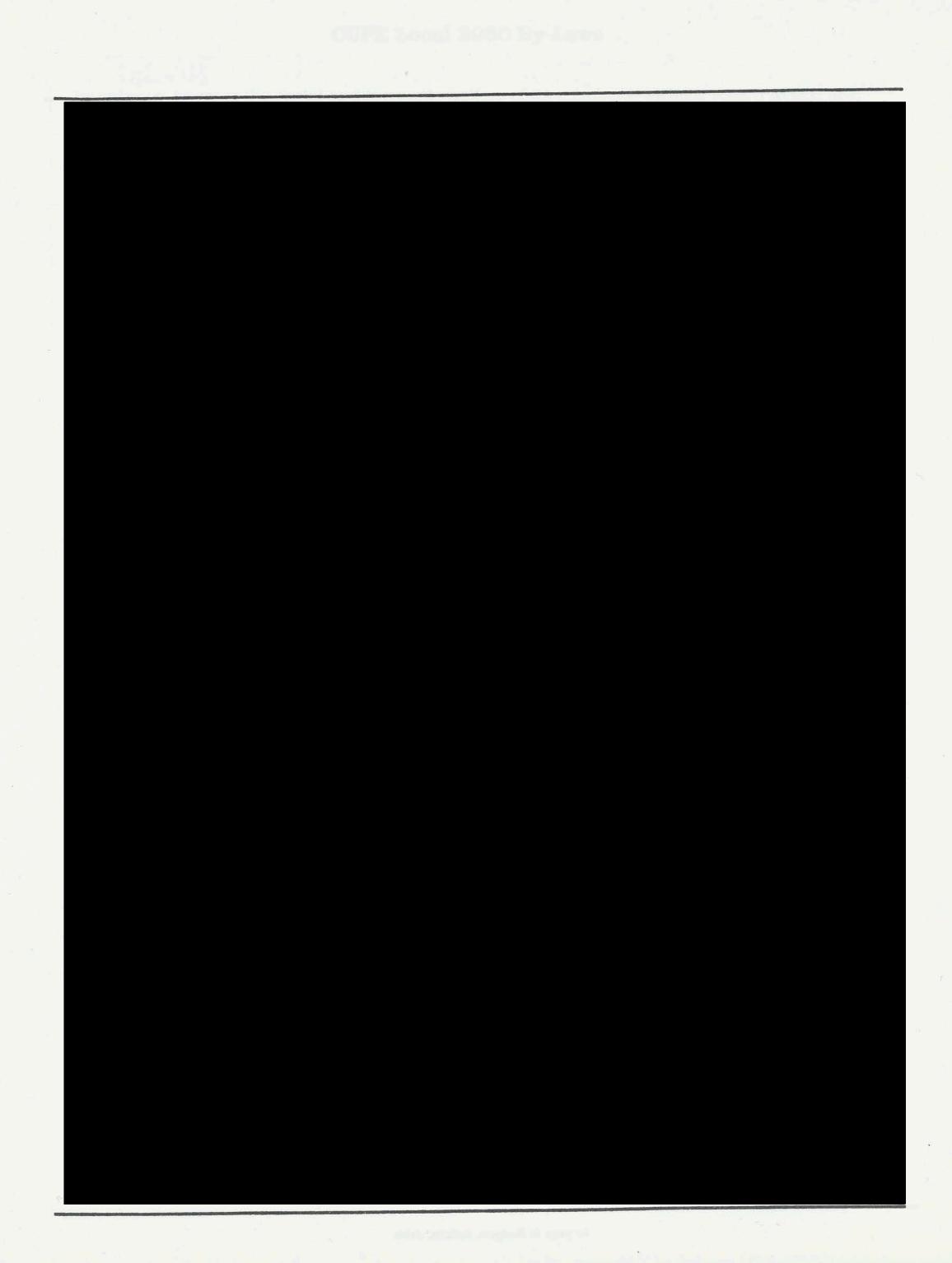












to page 6: Budgets, deficits, debts

#### **CUPE Local 2950 By-Laws**

In order to improve the social and economic welfare of its members, without regard to sex, age, race, creed, colour, national origin, sexual orientation, marital status, or whether they have children; and to manifest its' belief in the value of the unity of organized labour, this Local # 2950 of the Canadian Union of Public Employees (hereinafter referred to as CUPE) has been formed.

The following By-Laws are adopted by the Local pursuant to, and to supplement, Appendix "B" of the CUPE Constitution, to safeguard the rights of all members, to provide for responsible administration of the Local, and to involve as many members as possible through the sharing of duties and responsibilities.

#### Section 1 - Name

The name of this Local shall be: Canadian Union of Public Employees, Local # 2950.

#### Section 2 - Objectives

The objectives of the Local are to:

- a) secure adequate remuneration for work performed and generally advance the economic and social welfare of its members and all workers;
- b) support CUPE in reaching the goals set out in Article II of the CUPE Constitution;
- provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- d) encourage the settlement by negotiation and mediation of all disputes between members and the employer.

#### Section 3 - Interpretation and Definitions

These by-laws 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 by-laws and the CUPE Constitution the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President.

(Articles 9.2(c), 12.3 & B.7.1.)

Numbers to Articles at the end of sections or sub-sections refer to relevant articles of the CUPE constitution (1989) which should be read in conjunction with these by-laws.

#### Section 4 - Meetings: Membership (Regular, Special), Executive and Committee

- Membership meetings shall be held from 12:30 PM to 1:30 PM or as permitted by the contract between 12:30 PM and 2:30 PM.
- Membership meetings shall be held monthly January through June, September, October & November and may be held July, August & December if needed. The meetings shall normally take place on the third or fourth Thursday of the month. The normal meeting time may be changed by majority vote of any membership meeting. Printed notice of the date, time and place of each meeting shall be given to each member at least one (1) week prior to the meeting.

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- Special membership meetings may be held at any time by the call of the Executive Committee, by petition of 50 members of the Local Union, or by decision of a regular monthly meeting. Printed notice of such special meetings must be given to each member at least three (3) days prior to such a meeting.
- The quorum for business at any regular or special meeting shall be twenty-five (25) members.

The order of business shall be:

- ROLL CALL OF OFFICERS ADOPTION OF AGENDA
- ADOPTION OF MINUTES
- BUSINESS ARISING FROM THE MINUTES
- i. Nomination Remain Open For:
- UNFINISHED BUSINESS PRESIDENT'S REPORT
- OFFICE STAFF REPORTS
  - **Business Agent**
- ii. Union Organizer TREASURER'S REPORT
- COMMITTEE REPORTS
  - Chief Steward
  - Contract
  - iii. Education
  - iv. Grievance
  - v. Health & Safety vi. Newsletter
- 10. NEW BUSINESS
- The Union Executive shall meet at least monthly at the call of the President or of any four (4) members of the Executive. The quorum for business at any Executive Meeting shall be a majority of Executive members.

(Article B.3.13)

The order of business shall be:

- ADOPTION OF AGENDA
- ADOPTION OF MINUTES **BUSINESS ARISING from the minutes**
- Action List
- UNFINISHED BUSINESS
- CORRESPONDENCE PRESIDENT'S REPORT
- - Business Agent
  - ii. Union Organizer
- TREASURER'S REPORT
  - COMMITTEE REPORTS Chief Steward

  - Contract
  - iii. Education iv. Grievance
  - v. Health & Safety
  - vi. Newsletter
- 10. NEW BUSINESS
- Any member in good standing shall have the right to attend any Committee meeting, on her/his own time, in which case the member shall have voice at the discretion of the Chair, but no vote. The exception to this shall be those discussions of a confidential nature concerning individual members (eg. personal grievances).
- Meetings of Committees shall be at the call of the Chairperson of the Committee, of the President, or of any three (3) members of the Committee concerned. The quorum for business of any committee shall be a majority of committee members.
- Smoking is prohibited at all meetings.

#### Section 5 - Expenditures

#### Budgeting

The Treasurer shall be responsible, with the assistance of the Executive Committee, for the preparation and drafting of each yearly budget. The draft budget must then be approved by the Executive. The projected budget shall be presented, debated and approved, at a membership meeting no later than the end of February. This draft shall be printed and distributed to the membership so as to allow no less than 2 weeks examination prior to the date of that membership meeting. Subsequently, any major change in the categories and amounts outlined in the budget in the ensuing year must be reported and receive the approval of a membership meeting for which Notice of Motion has been given to the membership.

See also (Bylaws Section 8.d)

#### Spending

- **Executive Committee** Shall make decisions on the disbursement of all monies, including expenditures for Special Committees and educational purposes, except:
- Standing Committees (with the exception of the Education Committee) Shall make decisions on the disbursement of their allocated budget.

The decision of any Committee to make an expenditure can be overturned by the membership. The decision of the membership to make an expenditure cannot be overturned by any Committee.

#### Other iii.

1. No sum over \$250.00 shall be voted for the purpose of a donation to any cause outside CUPE, except by a Notice of Motion given in writing and dealt with at the following membership meeting.

(Article B.4.4)

- 2. The Union shall pay the medical and dental plan premiums and group total disability benefit for those members on a medical leave of absence for a period of up to 6 months.
- There must be two (2) signatures on all cheques issued on behalf of the Local Union. The signing authorities shall be: the President, First Vice-President, Second Vice-President and the Treasurer. All signing authorities shall be properly bonded.
- 4. No Union Office Personnel shall be involved in the administration of Union finances except as directed by the Treasurer.

See also Bylaws Section 10 & Section 15 b.i

#### Reporting & Monitoring

All Committees shall report their expenditures through their Chairs to the Executive Committee at Executive Committee meetings. These reports shall be minuted, along with all other Executive Committee business, and these minutes shall be available for the members' viewing in the Local's Office.

The Treasurer shall:

- either in the newsletter or at the next membership meeting report any expenditure in excess of \$1,000.00.
- present financial statements at least quarterly to a membership meeting
- present an annual audited financial report to the May membership meeting

The Trustees shall report twice yearly on the financial condition and assets of the Union.

see also Bylaws Section 8 d, k

#### Section 6 - Officers

- The Officers of the Local shall be the President, First Vice-President (Chair of Grievance Committee), Second Vice-President (Chair of Contract Committee), Treasurer, Chief Steward, Recording Secretary, Health & Safety Committee Chair, Education Committee Chair, Newsletter Committee Chair, Sergeants-At-Arms (2), Trustees (3). All Officers except Trustees shall be elected by the membership biennially in the month of Nov. for terms of two (2) years.
- b) Trustees shall be elected by the membership for a term of three (3) years. At the first election of Officers in the Local Union the trustees shall be elected so that one shall serve for a period of three years, one for two years, and one for one year. Each year thereafter the Local Union shall elect one Trustee for a three-year period, or, in the case of vacancies occurring, elect Trustees to fill only the unexpired terms in order to preserve overlapping terms of office.
- c) Terms of office will begin Jan. 1st and end Dec. 31st of the appropriate years (2 years after assuming office in the case of Executive Committee members and 3 years after in the case of Trustees).

(Articles B.2.1 & B.2.3)

#### Section 7 - Executive Committee

a) The Local Union Executive Committee shall include all Officers except Trustees.

(Article B.2.2)

The Executive Committee shall take such action and render such decisions as may be necessary to carry out fully the decisions and instructions of the membership. The Executive shall ensure that the Local's funds are used only as authorized or directed by the Constitution, by-laws, or vote of the membership. The Executive Committee shall also be responsible for the administration of the affairs and activities of the Union, and for developing policies and programs.

All Committees shall report through their Chairs to the Executive Committee at Executive Committee meetings. These reports shall be minuted, along with all other Executive Committee business, and these minutes shall be available for the members' viewing in the Local's Office.

Executive Authority vs. Committee Powers - Two Options:

- Standing & Special Committees are responsible for decisions in their areas of jurisdiction. The Executive Committee shall retain, for use in very extraordinary situations only, veto power over Standing & Special Committee decisions. When the Executive uses this veto power to overturn any committee decision, at the request of any member of the committee concerned, a special membership meeting shall be held, within 7 days, printed notice of which must be given to each member at least three days prior to the meetings.
- ii. Standing and Special Committees are responsible only to the membership for their committee decisions. Only a decision of the membership taken at a Special or regular membership meeting, can overturn a committee decision.
- c) All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution.

(Articles B.6.1 to B.6.7)

Should any Executive Committee member fail to answer the roll-call for three consecutive regular membership meeting or four regular Executive Committee meetings without having submitted good reasons for those failures, her/his office shall be declared vacant and shall be filled by an election at the following membership meeting.

(Article B.2.5)

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#### Section 8 - Duties of Officers

#### a) President

The President shall:

- enforce the CUPE Constitution and these By-Laws;
- preside at all membership and Executive Committee meetings;
- decide all points of order and procedure (subject always to appeal to the membership);
- have a vote on all matters (except appeals against her/his rulings);

The President shall be a member ex-officio of all Committees, and shall be responsible for coordination between the Committees and the Executive Committee.

(Article B.3.1)

#### b) First Vice-President - Chair of Grievance Committee

The First Vice-President shall perform the duties of the President in the absence of that officer, and, in case of the resignation or death of the President, shall perform the duties of the President until such vacancy is filled as provided in the By-Laws. She/he shall also preside when called upon by the President and at times when the President may be temporarily unable to discharge her/his duties.

The First Vice-President shall be the Chairperson of the Grievance Committee, and shall report that Committee's activities to the Executive and the membership.

(Article B.3.2)

#### c) Second Vice-President - Chair of Contract Committee

The Second Vice-President shall perform the duties of the First Vice-President or President in the absence of those officers. She/he may also preside when called upon by the President or First Vice-President when those officers may be temporarily unable to discharge their duties.

The Second Vice-President shall be Chairperson of the Contract Committee and shall report that Committee's activities to the Executive and the membership.

(Article B.3.2)

#### d) Treasurer

The Treasurer shall be responsible for administration of Union financial policy, as directed by the Executive and the Membership, and for the financial management of Union funds. The Treasurer will liaise with the Trustees, accountants and auditors, and ensure that by-laws and policy are not contravened. The Treasurer shall act in a research/advisory capacity in any decision regarding financial matters of the Union. She/he will present financial statements at least quarterly to a membership meeting and each year shall submit the Local Union's books and all related papers to an auditor approved by the Local Union Executive. An annual audited financial report shall be presented to a membership meeting of the Local Union in May of each year. The Treasurer shall oversee paying of Union office expenses and payroll, and oversee equipment leases and purchases, and shall prepare all CUPE National per capita tax forms and remit payment no later than the 15th day of each month. The Treasurer shall report monthly expenditures in excess of \$1,000.00, either in the newsletter or at the next membership meeting.

The Treasurer shall be responsible, with the assistance of the Executive Committee, for the preparation and drafting of each yearly budget. The draft budget must be approved by the Executive Committee before being presented for debate and adoption no later than the February membership meeting. This draft shall be printed and distributed to the membership so as to allow no less than 2 weeks examination prior to the date of that membership meeting.

The Treasurer shall on termination of office, surrender all books, records and other properties of the Local to her/his successor. Failing the existence of a successor these materials shall be surrendered to the Executive Committee.

(Articles B.3.4 to B.3.9.)

#### e) Chief Steward

The Chief Steward must be an active Steward. She/he shall Chair the Shop Steward Committee and shall report that Committee's activities to the Executive and the membership. She/he shall also be a member of the Grievance Committee.

#### f) Newsletter Committee Chair

The Newsletter Committee Chair shall report that Committee's activities to the Executive and the membership.

#### g) Education Committee Chair

The Education Committee Chair shall report that Committee's activities to the Executive and the Membership. She/he shall also be a member of the Newsletter Committee.

#### h) Health & Safety Committee Chair

The Health & Safety Committee Chair shall report that Committee's activities to the Executive and the membership.

#### i) Sergeants-At-Arms

The Sergeants-At-Arms shall guard the inner doors at membership meetings and admit no one but members in good standing, Union Office Personnel, or officers and officials of CUPE, except on the order of the Executive. They shall assist in maintaining the record of membership attendance at meetings, if so required, and perform such other duties at membership meetings as may be assigned by the Chair or the Executive Committee.

#### j) Recording Secretary

The Recording Secretary shall be responsible for full, accurate and impartial minutes of regular or special membership meetings and Executive Committee meetings and for ensuring their production and distribution.

(Article B.3.3)

#### k) Trustees

The Trustees shall examine the Annual Audited Financial Report and inspect or examine all properties, bonds, and all other assets of the Local at least half yearly or every six months, and shall report to the next regular 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 other information they may deem necessary to the efficient and honest administration of the Local Union. She/he shall transmit a copy of such report to the National Secretary-Treasurer of the Canadian Union. The Trustees shall be responsible to ensure that monies are not paid out without proper constitutional or membership authorization.

(Articles B.3.10 to B.3.12)

#### Section 9 - Union Office Personnel

- Secretary and other personnel as directed by the membership. In the case of the Union Organizer, the position must be filled from the membership.
- whenever a Business Agent is hired, the hiring as well as the duties and conditions of employment shall be approved by the membership at a regular meeting and shall be inscribed in the minutes of the meeting at which they were approved. (See Appendix A) Amendments to the duties and conditions shall be approved at a membership meeting and shall be considered as By-Law amendments. The duties and conditions of employment shall not be inconsistent with the provisions of the CUPE Constitution. Notwithstanding any other provision of the Constitution, the Business Agent may have voice but no vote at any meetings of the Local, and will not be a delegate to District Council meetings, Provincial Division and/or National Conventions.
- whenever a Union Organizer is hired, the hiring as well as the duties and conditions of employment shall be approved at a regular membership meeting and shall be inscribed in the minutes of the meeting at which they were approved. (See Appendix B) Amendments to the duties and conditions shall be approved at a membership meeting and shall be considered as By-Law amendments. The duties and conditions of employment shall not be inconsistent with the provisions of the CUPE Constitution. The Union Organizer may have voice but no vote at meetings of the Executive and will not, without election, be a delegate to District Council meetings, Provincial Divisions and/or National Conventions.

Monthly dues shall be 1.50% of gross income for each member of the Local Union.

- Dues shall be payable each month. See also Appendix B(1) sections A,B,C.
- Changes in the levels of the Initiation Fee, or the Monthly Dues can be effected only by following the procedure for amendment of these By-Laws (Section 20), with the additional provision that the vote at the membership meeting may be by secret ballot, if so ordered by the members.
  - (Articles B.4.1 & B.4.3)

(Article B.4.3)

- Special assessments may be levied in accordance with Article B.4.2 of the CUPE Constitution.
- Notwithstanding the above provisions, if the CUPE Convention raises minimum fees and/or dues above the level herein established, these By-Laws will be deemed to have been automatically amended to conform to the new CUPE minima.

#### Section 12 - Nomination, Election and Installation of Officers

#### **Nominations**

- A nominee for any office must be a member in good standing of the Local Union.
- The nomination of Union Officers shall commence at the regular monthly meeting in October. Nominations from the floor will be called for. Other nominations must be in writing to the Union Office signed by the nominator. At the November meeting all candidates will be asked if they will stand. Those not present must, if they wish to stand, have given their acceptance in writing prior to the meeting to be considered as candidates.

If no nominations for a position have been received by the close of nominations in November. this position will remain open for nomination until such time as a nomination(s) is received. At each monthly membership meeting, the Chair will call for nominations for the vacant positions.

#### **Elections**

- Union members wish. .o run for any office may submit a statement which will appear with the election ballot.
- Elections take place biennially in the month of November beginning in 1991. At the October membership meeting the Executive shall, subject to the approval of the members present, appoint an Elections Committee consisting of a Returning Officer and 2 assistants. The Committee shall not include members of the Local who are candidates for office and it shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential.
- The Executive Committee shall determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Returning Officer.
- The Returning Officer shall be responsible for issuing, collecting, and counting ballots. They must be fair and impartial and see that all arrangements are unquestionably democratic. Each candidate will be allowed one (1) scrutineer at the ballot count.

The duties and conditions of employment of the Administrative Secretary shall be consistent with those of members of the Local, however she/he will not be a member of the Local. (See Appendix C) A contract may be drawn up outlining the working conditions and benefits, or the Administrative Secretary may elect to join another bargaining unit. The salary will commence at Pay Grade VIII, Step A.

All Office Personnel shall be hired by a Hiring Committee composed of a 3 member subcommittee of the Executive and 2 members-at-large elected at a membership meeting.

#### Section 10 - Out of Pocket Expenses

#### Per Diems

Conventions & Conferences \$35.00/day Seminars & Schools \$10.00/day **Arbitrations** \$10.00/day

If meals are provided then per diems are halved. No receipts required Note:

#### Other Expenses

\$10 (receipt required) Meal Allowance (due when doing Union work for

2 hrs. or more beyond workday)

Childcare at going rate (receipts required)

Travel at reasonable going air, train or bus rates

(receipts required)

Taxi

at going rate (receipts required)

(to and from airport and where member has no vehicle)

at going rate (receipts required)

Mileage

Parking

\$0.35/km

Any other payments shall be as decided by the membership.

#### Section 11 - Finances, Fees, Dues and Assessments

Application for membership in the Union shall be made in writing at the time of Orientation and will be accepted by an officer or designated authority. Each person signing an application for membership and paying the initiation fee will thereby agree to comply with the aims, principles and policies of the Union. Upon acceptance of such application, the applicant shall be entitled to full membership status. The initiation fee of the Union shall be ten dollars (\$10.00) for each person.

(Article B.4.1)

- When a member becomes unemployed or is on leave she/he shall retain full membership rights without paying dues as per the lay-off and leave provisions in the Collective Agreement.
- If a member is severed from employment but returns to employment within 6 months no initiation fee will be required.

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- v. The voting shall take place at the regular membership meeting in November. The vote shall be by secret ballot.
- vi. Voting to fill one office shall be conducted and completed, and recounts dealt with, before balloting may begin to fill another office.
- vii. 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 a majority. On the second and subsequent ballots the candidate receiving the lowest number of votes in the previous ballot shall be dropped. In case of a tie vote on the last ballot, the election must be reconducted.
- viii. Any member may request a recount of votes for any election and a recount shall be conducted if the request is supported, in a vote, by at least the number of members equal to the quorum for a membership meeting as laid down in Section 4(c).
- ix. Any protest alleging 'unfair ballot' or other irregularity must be presented in writing to the Returning Officer within seven (7) days of the results of the balloting being announced. Upon receipt of such protest the Executive Committee shall meet and if the protest is upheld another ballot shall be conducted. All ballots and voting lists shall be held by the Returning Officer until the time of the next membership meeting. A motion to destroy the ballots shall be in order at the next membership meeting following the election.

#### c) Installation

All duly elected officers shall be installed at the membership meeting in January and shall continue in office for two (2) years. (See also Section 6[c])

(Article B.2.4)

ii. The terms of office for Trustees shall be as laid down in Article B.3.10 of the CUPE Constitution.

#### d) By-Elections

Should an office fall vacant pursuant to Section 13 of these by-laws or for any other reason, the resulting by-election should be conducted as closely as possible in conformity with this Section.

#### Section 13 - Recall of Union Officers

Any Officer or any other member elected or affirmed at a membership meeting to represent the membership of the Union may be recalled by secret ballot of the Union membership, according to the following procedures:

i. Following receipt of a petition for recall signed by 25% of the Union membership, and listing the specific complaints against the officer or member, the Union Executive shall send written notice to all the membership including a copy of the petition and a brief answer written by the Officer or member concerned, and announcing a Union Membership meeting to discuss the recall. This notice shall be made two (2) weeks prior to the meeting. At that meeting the Officer and/or representative designated by her/him shall have a right to speak, in answer to the petition.

- ii. The vote on recall shall be by secret ballot at the same membership meeting detailed above. This shall be conducted by a Returning Officer as in Section 12 (b)(i).
- iii. The Officer or member will be recalled if the motion for recall is approved by a majority of votes cast.

#### Section 14 - Delegates to Conventions and Other Bodies

- All delegates to conventions shall be chosen by election at membership meetings. Their mandate is for the term of the convention or, in the case of bodies which meet regularly throughout the year, for one year.
- **b)** All delegates must report back regularly to the membership meetings of the Local, as soon as possible after a convention or a meeting of a body to which they are a delegate.
- c) Delegates elected to represent the Local at conventions or meetings shall be paid reasonable transportation costs and an expense allowance determined by the Local. (See Section 10)
- d) Delegates elected to represent the Local at conventions or meetings which occur during work time will be booked off the job with pay to attend.

#### Section 15 - Committees

#### a) Special Committees

i. A special ad hoc committee may be established for a specified purpose and period by the Executive Committee or by the membership at a meeting. The members can be appointed by the Executive Committee or, in the case of a committee established by membership decision, may be elected at the same membership meeting. Any member in good standing is eligible for membership on special committees. Any Executive Committee's decision to establish a committee or appoint a member(s) must be reported at the next membership meeting and these decisions can be overturned by a majority vote of the membership. Two members of the Executive Committee may sit on any special committee as ex-officio members. These ex-officio members shall have voice but no vote. At the request of the membership or the Executive, such Committees shall report their activities.

#### ii. Strike Committee:

Shall be the elected by the membership at a membership meeting and shall implement the strike strategy as directed by the Executive Committee.

#### b) Standing Committees

The Chairperson of each standing committee shall be elected by the members at a membership meeting. Other Committee members shall be affirmed at a membership meeting. There shall be 6 standing committees as follows:

#### i. Grievance Committee

The Grievance Committee shall comprise the Chair (1st Vice-President), the Chief Shop Steward and other members who are Stewards.

The Committee shall oversee the processing of all grievances. They shall do this in order to protect the rights of individual members and the integrity of the Collective Agreement. This Committee shall decide which cases are heard at arbitration and within it's yearly budget, how to disburse those funds. Appeals of decisions on these matters are to be decided at membership meetings.

#### ii. Contract Committee

The Contract Committee shall comprise the Chair (2nd Vice-President) and other members at large.

The Committee shall be responsible for researching and preparing a draft of proposals for negotiations to be debated and approved at one or more (as necessary) membership meetings. The Contract Committee will, with the assistance of the CUPE Representative assigned to the Local, negotiate the Collective Agreement.

#### iii. Shop Steward Committee

The Committee shall comprise the Chief Steward and all other stewards.

Meetings:

The Chief Steward will Chair all Committee meetings and ensure that minutes are taken. Meetings will be held at least bi-monthly and discussion will include current problems, grievances, good and welfare, education and other matters of concern to the Local Union. This committee may make recommendations to the Executive. The Chief Steward, with the approval of the Executive may temporarily suspend a steward from active duty. The validity and/or duration of this suspension shall be determined by the Steward Committee. Natural justice must be respectful throughout this process. Appeals are to be taken to the membership. The Chief Steward shall report regularly at membership meetings.

Role:

To act as on-the-job contacts with members.

Give advice on potential or real problems.

Act on behalf of members in a grievance.

To be vigilant for contraventions of the Collective Agreement Provide a role model in the workplace

Training:

Every year, and as needed, there will be a steward training seminar for all stewards to attend.

#### iv. Health and Safety Committee

The Committee shall comprise the Chair and other members at large.

The Health & Safety Committee will work to ensure a safe, healthy workplace for all members. Committee members, who are Stewards will represent individual members of the Local at meetings with the Employer regarding concerns arising from Article 24 (Collective Agreement). This Committee will refer to the Grievance Committee any concerns not resolved through the mechanisms of Article 24. The Committee shall be responsible for researching and presenting proposals on health and safety issues to the Executive and the Membership. The Committee shall be responsible for arranging H & S educational seminars.

Members of the Committee shall represent the Union on the University Health and Safety Committee.

#### v. Newsletter Committee

The Committee shall comprise the Chair and members at large.

The Newsletter Committee will coordinate and ensure the production of the monthly Union newsletter. The newsletter should include reports by the President, Vice-Presidents, Treasurer, Committee Chairs, Business Agent and Union Organizer as well as anything else the Committee deems necessary. Any letter to the editor regarding a member, Officer or staff member will only be printed when the subject of the letter has had sufficient opportunity to prepare a reply for inclusion in the same issue.

#### vi. Education Committee

The Education Committee shall comprise the Chair and at least three (3) members at large.

The Education Committee shall be responsible for keeping the membership aware and informed of the various labour and union oriented courses and seminars offered by our affiliates and other fraternal organizations and for making recommendations to the Executive Committee on disbursement of funds for educational purposes. They shall co-operate with the Education and Public Relations Departments of CUPE, and with the regional Education Representative, in implementing both the Local's and CUPE's policies in these fields.

#### c. Appeal of Committee Decisions

Any member can appeal decision of any committee to the Executive. If the member is not satisfied with the findings of the Executive, the member can appeal to the membership at the next general membership meeting. In order to do this, the member must submit a written request to have her/his item placed on the agenda for said meeting. The Executive is bound to honour all such requests.

#### 15

#### Section 16 - Approval of Contracts

- Any collective agreement must be approved by a majority of votes cast in a secret ballot of the membership. The ratification vote shall be conducted at the last in a series of meetings (for which at least 7 days printed notice has been given) to discuss the proposed collective agreement, held at times and places so as to give all members an opportunity to attend.
- In the event of a strike, notice periods may be waived and the ratification vote conducted at a membership meeting, held a time and a place so as to give all members an opportunity to attend.

#### Section 17 - Strikes and Lockouts

The Local Union shall not strike without the approval of the membership. Voting shall be by secret ballot at a membership meeting and a majority of votes cast shall be necessary for a strike to take place.

#### Section 18 - Changes to Existing Labour Agreements

No agreement shall be entered into by an Office Staff person, Union Officer, Committee Member or Member elected or hired to represent the bargaining unit which changes any terms or provisions of any existing agreement unless approval has been granted for such action by the membership of the Local.

#### Section 19 - Discipline of Members

Any member or members of the Union shall have the right to prefer charges against any other member(s) of the Union according to Section B, Trials of the CUPE Constitution.

#### Section 20 - Rules of Order

All meetings of the Local shall 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 Appendix "D". 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 Appendix "D" the CUPE Constitution may provide guidance, but if the situation is not dealt with there, *Bourinot's Rules of Order* shall govern.

#### Section 21 - Amendments

a) These by-laws 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 by-laws and the CUPE Constitution the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President.

(Articles 9.2[c], 12.3 & B.7.1)

b) These by-laws shall not be amended, added to, or suspended except upon a majority vote of those present and voting at a regular or special membership meeting following seven days notice at a previous meeting or at least fourteen (14) days written notice.

(Article B.7.1)

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 12.3 & B.7.1)

Appendix A(1)

#### Business Agent Job Description

This is a Working Document and may be subject to revision by agreement of both parties.

- a) The Business Agent may have voice but no vote at meetings of the Local, the Executive meetings and will not be a delegate to District Council meetings, Provincial Division and/or National Conventions.
- b) The job duties of the Business Agent shall be as follows: (not listed in order of importance)
  - 1. Direct office personnel
  - 2. Respond to incoming calls from various sources and assist in telephone answering as required
  - Compose correspondence, reports, briefs, etc. when necessary, or as directed
  - 4. Assist all committees in exercising their duties in order that all members may receive proper service
  - 5. Liaise between the University and the Executive, and the Executive and the membership when necessary or as directed
  - 6. Provide advice on the Collective Agreement when required
  - 7. Visit union members on the job site in order to investigate complaints or promote the interests of the Local
  - 8. Attend and keep notes at all union/management meetings for files
  - 9. Attend meetings (Division, Shop Steward, Contract Committee, Grievance, Executive, and Membership and other committee meetings as required) and provide written reports as requested
  - 10. Prepare monthly report of activities for Executive Committee meetings and verbally report same at membership meetings
  - 11. Prepare and present briefs to the employer when required and assist the CUPE Rep. in same when necessary
  - 12. Ensure that the Local Union has a properly functioning Grievance Committee.
  - 13. Ensure that the Local Union has a properly functioning Health & Safety Committee.

Appendix A(2)

## Business Agent Job Description Page 2

- Assist in organizing shop steward and other training seminars
- 15. Assist the Chief Shop Steward in providing advice and assistance to shop stewards
- Assist all stewards in processing personal and policy grievances
- 17. Present grievances at all steps including those commencing at Step I of the Grievance Procedure when directed
- 18. Present arbitration cases as directed by the Grievance Committee
- 19. Organize new members as directed by the Executive.
- 20. Prepare research material for grievances, WCB appeals, UIC appeals, arbitrations, IRC hearings, negotiations and represent CUPE 2950 or assist CUPE Representative in presentations
- 21. Assist in reviewing reclassification and re-evaluations and processing grievances if necessary
- 22. Participate in negotiations as directed by the Executive Committee (may include writing contract language, doing research, etc.)

The Business Agent may seek advice from the CUPE Representative when required, but is answerable to the Membership via the Executive. The Business Agent shall report directly to the President when the Executive is not seated.

admin\15.rh

Appendix A(3)

#### **EMPLOYMENT CONTRACT**

This is an Employment Contract between CUPE Local 2950 (hereinafter referred to as the "Employer") and their Business Agent, Paul Tetrault (hereinafter referred to as the "Employee").

The following Terms and Conditions shall apply:

- 1. The Employer agrees to employ the Employee in the capacity of Business Agent and the Employee agrees to serve the Employer in that capacity.
- 2. The starting salary for the Employee is \$38,000 per annum, plus the benefits set out herein.
- 3. The following benefits enjoyed by CUPE 2950 members under their current Collective Agreement between CUPE 2950 and the University of British Columbia shall apply.

#### **Articles:**

13.10	Citizenship Leave
16.	Court Duty
21.04	Courses during Working Hours
26.	Statutory Holidays (except 26.06)
27.	Vacations
28.03 (a)	Meal Periods
28.03 (b)	Coffee Breaks
30.02	Compassionate Leave
30.03	Pension Plan; Disability Insurance, Group Life
30.05	Medical & Dental Plans, Extended Health Benefits
30.06	Sick Leave
30.07	Maternity Leave
31.02	List of Job Duties
33.08	Vacation Entitlements

- 4. The Employee will be on a six month probationary period. If the Employee is deemed to be unsuitable for the position by the Employer at any time during the probationary period, the Employer may discharge the Employee, and such discharge shall be deemed to be for just and reasonable cause.
- 5. The Employee agrees that his employment may be terminated for just cause upon receipt of no less than 60 days notice, or payment of 60 days salary in lieu of notice. The Employee agrees that he will have no other claims or rights against the Employer following termination other than as specifically stated in this agreement.

Appendix A(4)

# EMPLOYMENT CONTRACT PAUL TETRAULT PAGE 2

- 6. The employee shall receive general salary increases at the same rate as negotiated for CUPE 2950 members in Collective Agreements between CUPE 2950 and the University of British Columbia.
- 7. Notwithstanding the above, if a majority of CUPE 2950 members are on strike and receiving strike pay, the Employee shall receive strike pay at the same rate as is paid to the striking CUPE 2950 members and shall not, during the strike, receive the salary and benefits provided herein.
- 8. In addition to the regular hours of work (8:30 9:00 to 4:30 5:00), the Employee will, from time to time, be required to work in the evenings (ie. attending regularly scheduled Union meetings). No additional salary will be paid for these hours of work, nor will the Employee be entitled to time off in lieu of overtime. However, if the Employee is conducting training seminars for the Local, the Employee will receive time off in straight time, to be taken at a time agreed upon by both the Union Executive and the Employee.
- 9. The Employee agrees he will give the Employer 60 days' notice before terminating his employment.
- 10. Should the Employer find it necessary to lay off this Employee, the provisions for notice period and pay in lieu of notice contained in Article 5 of this contract shall apply and further, the Employer shall pay severance pay to the Employee at the same rates as set out in the current Collective Agreement between CUPE 2950 and the University of British Columbia.
- 11. The Employee is entitled to recover mileage expenses incurred while the Employee is using his car and is on Union business (excluding mileage to and from work) at the rate and under the terms as set out in the CUPE 2950 bylaws.
- 12. The Employee will commence employment on September 5, 1989, with a six month probationary period to end March 5, 1990.
- 13. Upon the Employee's successful completion of the six month probationary period, the salary will be raised to \$40,000 per annum.
- 14. Starting January 1, 1990, the Employer agrees to pay the annual Law Society fees of the Employee up to a maximum of \$1,000.00. Should the Employee be terminated or terminate his employment the fee will be returned to the Employer on a pro-rated basis.

# EMPLOYMENT CONTRACT PAUL TETRAULT PAGE 3

It is understood that:

(i)		The Employee shall have up to 2 days per month off the job to attend WCRB meetings.			
(ii	i)	The Employee shall submit to the Executive his schedule of these meetings giving as much notice as is possible.			
(ii	ii)	Upon submission of his schedule, should any dates conflict with previously scheduled Union meetings that the Employee is normally required to attend the Employee must reschedule the conflicting WCRB meeting.			
(iv	v)	If an emergency situation should arise such that the Executive deems it necessary that the Employee be on the job on a day that the Employee has been scheduled to be at a WCRB meeting, the Employee must reschedule the WCRB meeting.			
(v	·)	This arrangement which it will be r		fect for the probationary period parties.	od at the end of
		lerstood that with in any outside pa		of the terms of #15 the Employe	ee will not be
Dated at _	mil mil mil mil mil mil mil mil mil mil	this	day of	1989	
		Ann Deel Ann			
Paul Tetra				Greg Fisher, President CUPE 2950 2166 Western Parkway, U.I Vancouver, B.C., V6T 1V6	3.C.
bylaws\a0			l <sub>g</sub>		

#### TO ALL MEMBERS OF CUPE 2950

#### RE: OFFICE STAFFING & DUES INCREASE

The Executive is giving the membership the following notice of 2 motions concerning office staffing and a dues increase:

#### MOVED:

That CUPE 2950 dues be increased from the current 1.25% to 1.5% of gross salary effective April 1, 1991.

#### MOVED:

That increased funds generated by the dues increase be allocated in the following manner:

- A. The hiring of a CUPE 2950 member to work full time in the Union office under the following terms and conditions:
  - i. The member to be hired by the Executive or a Committee designated by the Executive.
  - ii. That the minimum qualification for the position be one year active steward participation plus a total of one year of active Committee(s) experience. This experience can be gained concurrently.
  - iii. There be a 2 year term of hire beginning Jan. 1, 1991 with a 6 month probationary period.
  - iv. No member to be hired for 2 consecutive terms; a member may be hired for more than 1 term as long as the terms are not consecutive.
  - v. The member is to report to the Business Agent and to the Executive (see attached list of position duties).
  - vi. The member hired to the office position may not be a member of the Executive but would attend the Executive meetings and have voice but no vote. For the period of Jan. 1, 1991 to Dec. 31, 1991 a member of the current Executive would be eligible to retain their Executive position and be hired for the office position. They would retain voice and vote in the Executive meetings for this period.
  - vii. The member's salary would start at Pay Grade 11 Step A. After 1 year, the salary would increase to pay Grade 11 Step C, other terms to be governed by the CUPE 2950 Collective Agreement except that no overtime will be paid.
- B. The remaining monies generated by the dues increase after calculation of the office position salary and benefits would be allocated for additional booking off of other CUPE 2950 members for training, research and servicing purposes.
- C. At the end of every year monies from the proposed dues increase not spent on "A & B" would go into the strike fund.

#### **EXPLANATION:**

As the members are aware, our local currently employs a Business Agent, Paul Tetrault to look after Union business. Also, a Union member Greg Fisher, has been booked off since January 1990 to work in the office on grievance matters and shop steward training. Greg's booking off ends Dec. 31, 1990. The conditions which led to Greg's booking off in January 1990 have not substantially changed. There continues to be a huge number of grievance matters, investigations, office enquiries, WCB & health problems, etc. which simply cannot be properly administered by our Business Agent who is actively engaged in managing our arbitration case load, the IRC application, shop steward training and a number of other matters. The Executive believes that the present work load problem is an ongoing and permanent one and requires a permanent solution. We are proposing 2 major initiatives in the above motion:

- a. The hiring of a CUPE 2950 member as an office staff person to assist the Business Agent in providing service to the members of this Local.
- b. The allocation of funds for booking off of additional training, research and servicing purposes.

We believe these initiatives address 2 important needs of our membership proper servicing and administration of the Collective Agreement and the training and recruitment of active Local members to ensure long term continuity and development of the Local.

#### **FUNDING**

The above initiatives are impossible in the long-term without a dues increase. We are proposing an increase from 1.25% to 1.5% (.25%) of gross salary. Across the membership this would generate an increase in revenues of approximately \$85,000 to \$90,000. On an individual level such an increase would mean that a member currently making \$2,000 monthly gross salary paying \$25 in dues would now pay \$30 in monthly dues. Even with the increase to 1.5% of gross salary, CUPE 2950 dues would remain in the bottom range of CUPE and other Union dues. Last week for example, the Hospital Employees Union, representing 30,000 BC Hospital workers raised their dues from 1.5% to 2.5% of gross salary to cover servicing and strike contributions.

#### OFFICE STAFF PERSON

We are proposing the hiring of a CUPE 2950 member to assist the Business Agent. We feel that it is important that the office staff person be an experienced CUPE 2950 member with a demonstrated ongoing commitment to the Union (see qualifications in the motion). We want to ensure that different members hold this position over the years and that the office staff person not lose touch with the membership and thus, we are proposing that the office staff person would have to return to the bargaining unit after a 2 year term but could be eligible to serve again after a period in the workplace.

We have compared the responsibilities of an office staff person to that of other CUPE 2950 positions using the CUPE Job Evaluation plan and we are proposing that the office staff person start at Pay Grade 11, Step A and progress to Step C at the beginning of the 2nd year. However, the office staff person would receive no overtime pay although overtime would be a natural and inevitable part of the job. Therefore, the hourly rate would actually be somewhat less than Pay Grade 11.

Finally, we are proposing the office staff person not be a member of the Executive and would have voice but no vote at Executive meetings. However, we believe that the current Executive must be permitted to apply for the office staff position while retaining their Executive position until the end of their current mandate (December 1991). To do otherwise would be unfair to the current members of the Executive and disruptive to the running of the Union because it might necessitate a mid-term election if an Executive member were hired.

#### ADDITIONAL BOOKING OFF OF MEMBERS

The Executive feels that more resources must be allocated to intensive training of our active members to ensure the long-term strength of our Union. This training can go hand in hand in accomplishing Union goals in the service and research areas. Committee members would be booked off to reinforce areas such as Health and Safety, Job Evaluation, etc. Other interested members might be booked off to do specific research projects such as the future implications of Technological Change at the University.

Any revenue generated by the dues increase not spent on the office staff person and the booking off would be transferred to the strike fund at the end of every year.

This notice of motion is given pursuant to Article B.4.3.(C) of the CUPE By-Laws governing Chartered Affiliates which states:

The regular monthly dues shall be established or altered by the Local Union only at regular or special membership meetings, provided that at least seven (7) days notice at a previous meeting or at least sixty (60) days written notice has been given.

After final amendments are made to the Contract proposals we will devote the remainder of the November 22nd meeting to discussion of these motions and as well, as per the Constitution we will have a second meeting for further discussion and a final vote. This meeting will be on December 6th. As Room Bookings is still scheduling exams we cannot confirm the room until after November 8th. Of course, members will be notified at the November 22nd meeting of the location of the second meeting and we plan as well to mail out notice near the end of November in plenty of time for December 6th.

These will be important meetings for the future of our Local and we urge each and every one of you to attend.

#### THE EXECUTIVE

#### **Union Organizer Job Description**

This is a Working Document and may be subject to revision by agreement of both parties.

The Union Organizer may have voice but no vote at meetings of the Executive and will not without election, be a delegate to District Council meetings, Provincial Division and/or National Conventions.

The job duties of the Union Organizer shall be as follows: (not listed in order of importance)

- 1. Respond to incoming calls from various sources and assist in telephone answering as required
- 2. Compose correspondence, reports, briefs, etc. when necessary, or as directed
- Assist all committees in exercising their duties in order that all members may receive proper service
- Liaise between the University and the Executive, and the Executive and the membership when necessary or as directed
- 5. Provide advice on the Collective Agreement when required
- 6. Visit union members on the job site in order to investigate complaints or promote the interests of the Local
- 7. Attend and keep notes at all union/management meetings for files
- 8. Attend meetings (Division, Shop Steward, Contract Committee, Grievance, Executive, and Membership and other committee meetings as required) and provide written reports as requested
- 9. Prepare reports of activities for Executive Committee meetings and verbally report same at membership meetings
- 10. Prepare and present briefs to the employer when required and assist the Business Agent and the CUPE Representative in same when necessary.
- Work with the Business Agent to ensure that the Local Union has a properly functioning Grievance Committee.
- 12. Work with the Business Agent to ensure that the Local Union has a properly functioning Health & Safety Committee.
- 13. Assist in organizing shop steward and other training seminars
- 14. Assist the Chief Shop Steward in providing advice and assistance to shop stewards
- 15. Assist all stewards in processing personal and policy grievances
- 16. Present grievances at all steps (primarily Steps I & II)
- 17. Organize new members as directed by the Executive
- 18. Prepare research material for grievances, WCB appeals, UIC appeals, arbitrations, IRC hearings, negotiations and represent the Local or assist the Business Agent and/or the CUPE Representative in presentations
- 19. Assist in reviewing reclassification and re-evaluations and processing grievances if necessary
- 20. Participate in negotiations as directed by the Executive Committee (may include writing contract language, doing research, etc.)

#### **EMERGENCY EXECUTIVE MEETING**

#### October 31st, 1990

#### MINUTES

#### PRESENT:

Greg Fisher President Ann Hutchison 2nd Vice President **Polly Diether** Secretary Treasurer Vic Wilson Chief Shop Steward Stephen Montgomery Chair, H & S Committee Ann Chatwin Sergeant-at-Arms Denise Field Trustee Paul Tetrault Business Agent

The meeting was called to order at approximately 8:40 a.m.

#### 1. ADOPTION OF MINUTES OF OCT. 30TH

MOVED:Hutchison/SECONDED:Wilson

That the minutes of Oct. 30, 1990 be adopted as

amended.

#### CARRIED

#### 2. OFFICE STAFFING

There was a general discussion of office staffing and the following motion was passed with 1 abstention.

#### MOVED: Wilson/SECONDED: Hutchison

That CUPE 2950 dues be increased from the current 1.25% to 1.5% of gross salary effective April 1, 1991.

#### MOVED: Wilson/SECONDED: Hutchison

That increased funds generated by the dues increase be allocated in the following manner:

The hiring of a CUPE 2950 member to work full time in the Union office under the following terms and conditions:

- i. The member to be hired by the Executive or a Committee designated by the Executive.
- ii. That the minimum qualification for the position be one year active steward participation plus a total of one year of active Committee(s) experience. This experience can be gained concurrently.
- iii. There be a 2 year term of hire beginning Jan. 1, 1991 with a 6 month probationary period.
- iv. No member to be hired for 2 consecutive terms; a member may be hired for more than 1 term as long as the terms are not consecutive.

#### Appendix B(5)

- v. The member is to report to the Business Agent and to the Executive (see attached list of position duties).
- vi. The member hired to the office position may not be a member of the Executive but would attend the Executive meetings and have voice but no vote. For the period of Jan. 1, 1991 to Dec. 31, 1991 a member of the current Executive would be eligible to retain their Executive position and be hired for the office position. They would retain voice and vote in the Executive meetings for this period except in matters concerning the Union Organizer position.
- vii. The member's salary would start at Pay Grade 11 Step A.
  After 1 year, the salary would increase to pay Grade 11
  Step C, other terms to be governed by the CUPE 2950
  Collective Agreement except that no overtime will be paid.

The remaining monies generated by the dues increase after calculation of the office position salary and benefits would be allocated for additional booking off of other CUPE 2950 members for training, research and servicing purposes.

At the end of every year monies from the proposed dues increase not spent on "A & B" would go into the strike fund.

Notice of and explanation of the preceding to go in the November newsletter. Meeting adjourned at approx. 11:45 a.m.

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#### 17th January, 1991

MINUTES

The meeting was called to order at 12.45 p.m.

#### 1. ROLL CALL OF OFFICERS

Greg Fisher Shirley Irvine **Ann Hutchison Polly Diether** Vic Wilson Jan Taggart Stephen Montgomery Jennifer Martin Lynn Jenkinson Paul Tetrault

Joe Denofreo

President 1st Vice President 2nd Vice President Secretary-Treasurer **Chief Shop Steward** Communication Ctte. Health & Safety Recording Secretary Sergeant-at-Arms **Business Agent** 

**CUPE** Representative

#### ADOPTION OF AGENDA

MOVED:Erickson/SECONDED:Swan That the agenda be adopted as amended. CARRIED

#### ADOPTION OF MINUTES of Nov. 22nd, 1990 & Dec. 6th, 1990.

MOVED: Erickson/SECONDED: Swan To adopt the November 22nd minutes as amended. CARRIED

MOVED: Erickson/SECONDED: Love To adopt the minutes of December 6th, 1990. CARRIED

#### **BUSINESS ARISING**

Two previously tabled motions regarding office staffing (December 6th)

- Clinton Meyer's motion to amend the Executive recommendation motion to the effect that no Executive member be allowed to hold dual positions ie. be on Executive and be new position holder.
- The motion from the Executive recommending the creation of the Union Organizer position and the disbursement of the funds collected by the approved dues increase.

MOVED:Swan/SECONDED:Erickson That tabled motions be raised from the table. CARRIED

The Chair inquired if Mr. Meyers would like to speak to his motion - Mr. Meyers was absent, so after some brief discussion the question was called:

MOVED: Meyers/SECONDED: C. Abbott

That no member of the Executive be able to hold dual positions even in the year of 1991

DEFEATED

The assembly moved on to discussion of the outstanding Executive motion

MOVED:L. Young/SECONDED:E. Ellis For the transitional year Step A for first 6 months, then Step B, then beginning January 1, 1992 Step C. CARRIED

MOVED: Erickson/SECONDED: Diether That the hiring committee include up to 3 volunteer members from the membership at large present here today.

CARRIED

Volunteers at this time: Joanne Lapthorne Loc. 8107 Jan Carroll Loc. 0710 Loesha Young Loc. 3416

MOVED:Erickson/SECONDED:Swan To add in "Health & Safety" to line 8 of the position description. DEFEATED

MOVED: Wilson/SECONDED: Swan

"Work with the Business agent to ensure that the Local Union has a properly functioning Health & Safety Committee" (to be line 12 in position description).

MOVED: Erickson/SECONDED: Abbott

To add to the end of part VI of the Executive motion the words: "except in matters concerning the Union Organizer position.

MOVED: Wilson/SECONDED: Hutchison

To adopt the position description as amended and approve the Executive motion as amended.

CARRIED

MOVED: Erickson That the meeting be adjourned. CARRIED

The meeting was adjourned at 2:30 p.m.

#### LEVEL DEFINITION

Responsible for a combination of moderately complex secretarial, routine clerical and administrative duties where incumbent is assigned specific areas of responsibility within the Union office.

POSITION DESCRIPTION

**ADMINISTRATIVE SECRETARY** 

#### TYPICAL DUTIES

- 1. Acts as a secretary to the Business Agent, Union Organizer and Executive Committee through the President by screening all incoming calls and opening and directing mail, making appointments, arranging meetings, compiling items required for meetings, typing, copying and distributing minutes and making travel arrangements, referring matters for reply or additional information to the attention of the Business Agent, Union Organizer and President.
- Responsible for operation and maintenance of the integrity of the computer system. Maintains membership database with attention to accuracy, develops and maintains regular backups of spreadsheets as required, maintains regular backups of system data, utilizes word processing functions for correspondence and special applications.
- Organizes and maintains files, reading materials. Union records and/or other records relevant to activities of the Union.
- Maintains office supplies, ensures equipment maintenance, and contracts for office services, also is responsible for petty cash.
- Composes correspondence and reports, etc. containing authoritative information as required from transcribing equipment or rough draft.
- Maintains volunteer lists and is responsible for the contacting of volunteers and for their supervision.
- Responsible for supervision and direction of Part-time Clerk II Assistant.

#### **DECISION MAKING**

Under general direction of the Business Agent, the nature of the work requires sequencing of duties, the work methods to be employed and the action to be taken. Applies knowledge of procedures, guidelines and precedents. New or unusual problems are referred to the Business Agent.

#### SUPERVISION RECEIVED

Works independently under direction from the Union representatives or the President.

#### **EDUCATION**

High school graduation with training in stenographic and computer systems.

#### MINIMUM QUALIFICATIONS

A minimum of three years experience in the secretarial field. Knowledge of Union's structure and labour relations an asset. Previous participation in a Union preferred.

#### SKILLS

Familiarity with current Microsoft Word and MS-DOS

60 w.p.m. Typing

110 w.p.m. Shorthand Preferred

Ability to use transcribing equipment and to operate the normal range of office equipment.

Proficiency in English grammar, spelling and punctuation.

Ability to compose clear, concise business letters; and to communicate effectively and tactfully with others in obtaining and providing information.

The individual may become a member of another bargaining unit to avoid any conflict of interest.

Appendix D(1)

#### RU, TS OF ORDER

- 1. The President or, in her/his absence, a Vice-President, shall take the chair at all membership meetings. In the absence of both the President and Vice-Presidents, the Treasurer shall act as Chairperson, and in their absence a Chairperson pro-tem shall be chosen by the meeting.
- 2. No member, except the Chairperson of a committee making a report or the mover of a resolution, shall speak more than five minutes, or more than once on the same question without the consent of the meeting or until all who wish to speak have had an opportunity. Chairpersons and movers of a resolution shall be limited to fifteen minutes, except with the consent of the meeting.
- 3. The Chairperson shall state every question coming before the meeting, and before allowing debate thereon, and again immediately before putting it to a vote, shall ask: "Is the meeting ready for the question?" Should no member rise to speak, the question shall then be put.
- 4. A motion to be entertained by the Chairperson must be moved and seconded; both mover and seconder must rise and be recognized by the Chairperson.
- 5. A motion to amend, or to amend an amendment, shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment, or amendment to an amendment, which is a direct negative of the resolution shall be in order.
- 6. On motion, the regular order of business may be suspended by a two-thirds vote of those present, to deal with any urgent business.
- 7. All resolutions and motions other than those named in Rule 16, or those to accept or adopt the report of a committee, shall, if requested by the Chairperson, be presented in writing before being put to the meeting.
- 8. At the request of any member, and upon a majority vote of those present, a question may be divided when the sense will admit of it.
- 9. Any member having made a motion can withdraw it with the consent of the seconder, except that any motion once debated, cannot be withdrawn except by a majority vote of those present.
- 10. When a member wishes to speak on a question or to make a motion, they shall rise in their place and respectfully address the Chairperson, but, except to state that they rise to a point of order or on a question of privilege, they shall not proceed further until recognized by the Chairperson.
- 11. When two or more members rise to speak at the same time, the Chairperson shall decide which one is entitled to the floor.
- 12. Every member, while speaking, shall adhere to the question under debate and avoid all personal, indecorous, or offensive language, as well as any poor reflection on the Local or member thereof.

Appendix D(2)

- 13. If a member, while speaking, is called to order, they shall cease speaking until the point is determined; if it is decided they are in order they may again proceed.
- 14. The Chairperson shall take no part in debate while presiding, but may yield the chair in order to speak on any question before the meeting, or to introduce a new question.
- 15. The Chairperson shall have the same rights as other members to vote on any question. In case of a tie, a motion will be considered lost. A tied election must be reconducted.
- When a motion is before the meeting, no other motion shall be in order except (1) to adjourn (2) to put the previous question (3) to lay on the table (4) to postpone for a definite time (5) to refer (6) to divide or amend, which motions shall have precedence in the order named. The first three of these shall be decided without debate.
- 17. A motion to adjourn is in order except (1) when a member has the floor, and (2) when members are voting.
- 18. A motion to adjourn, having been put and lost, shall not be in order again, if there is further business before the meeting, until fifteen minutes have elapsed.
- 19. After the Chairperson declares the vote on a question, and before the meeting proceeds to another order of business, any member may ask for a division. A standing vote shall then be taken and the Recording Secretary shall count same.
- 20. If any member wishes to challenge (appeal) a decision of the Chairperson, she/he must do so at the time the decision is made. If the challenge is seconded, the member shall be asked to state briefly the basis for her/his challenge. The Chairperson may then state briefly the basis for her/his decision, following which the Chairperson shall immediately and without debate put the question: "Shall the decision of the chair be sustained?" A majority vote shall decide except that in the event of a tie the chair is sustained.
- 21. After a question has been decided, any two members who have voted in the majority may, at the same or next meeting, move reconsideration thereof. A motion to reconsider requires a two-thirds majority to be carried.
- No member shall enter or leave a meeting during the installation of officers, or the taking of a vote.
- 23. The Local's business, and proceedings of meetings are not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.

#### CUPE LOCAL 2950

#### Interim Balance Sheet

#### 31 August 1991

#### (UNAUDITED - SEE NOTICE TO READER)

#### ASSETS

GENERAL FUND	
SEMERAL FUND	
Current Garage Manager	
Cash	\$ 51,764.09
Petty Cash	
Term Deposits	99,424.00
Accounts Receivable	53,472.59
Prepaid Expenses	6,662.35
	211,523.03
	211, 323.03
the state of the s	
Furniture & Fixtures	7,810.46
	21,319.01
Computer Equipment	7,206.90
Leasehold Improvements	(22,709.70)
Less accumulated depreciation	(22,709.10)
	13,626.67
	225,149.70
	tended to be from the byend the tender
TRIKE FUND	
Cash & Term Deposits	51,001.60
Investments at Market Value at 31/12/90	145,296.00
Accrued Interest	241.37
Due from General Fund	(4, 164.73)
and a restablished to the first and the first state of the first state	192,374.24
	\$ 417,523.94
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LIABILITIES & EQUITY GENERAL FUND	Light pates in a 1515
LIABILITIES & EQUITY GENERAL FUND Current	
LIABILITIES & EQUITY  GENERAL FUND  Current  Accounts Payable	\$ 10,117.01
LIABILITIES & EQUITY  GENERAL FUND  Current  Accounts Payable  Estimated Amounts Payable	\$ 10,117.01 41,819.28
GENERAL FUND Current Accounts Payable Estimated Amounts Payable Due to Strike Fund	\$ 10,117.01 41,819.28 (4,164.73)
LIABILITIES & EQUITY  GENERAL FUND  Current  Accounts Payable  Estimated Amounts Payable	\$ 10,117.01 41,819.28 (4,164.73)
ENERAL FUND Current Accounts Payable Estimated Amounts Payable Due to Strike Fund	\$ 10,117.01 41,819.28 (4,164.73)
ENERAL FUND Current  Accounts Payable Estimated Amounts Payable Due to Strike Fund	\$ 10,117.01 41,819.28 (4,164.73
Current  Accounts Payable Estimated Amounts Payable Due to Strike Fund	\$ 10,117.01 41,819.28 (4,164.73)
ENERAL FUND  Current  Accounts Payable  Estimated Amounts Payable  Due to Strike Fund  Obligation under Capital Lease	\$ 10,117.01 41,819.28 (4,164.73) 47,771.56
LIABILITIES & EQUITY  SENERAL FUND  Current  Accounts Payable  Estimated Amounts Payable  Due to Strike Fund  Obligation under Capital Lease	\$ 10,117.01 41,819.28 (4,164.73) 47,771.56
ENERAL FUND  Current  Accounts Payable  Estimated Amounts Payable  Due to Strike Fund  Obligation under Capital Lease	\$ 10,117.01 41,819.28 (4,164.73) 47,771.56 0.00 141,271.40 36,086.81
LIABILITIES & EQUITY  SENERAL FUND  Current  Accounts Payable  Estimated Amounts Payable  Due to Strike Fund  Obligation under Capital Lease	\$ 10,117.01 41,819.28 (4,164.73 47,771.56 
LIABILITIES & EQUITY  SENERAL FUND  Surrent  Accounts Payable  Estimated Amounts Payable  Due to Strike Fund  bligation under Capital Lease  quity - Beginning of Year	\$ 10,117.01 41,819.28 (4,164.73 47,771.56 
LIABILITIES & EQUITY  SENERAL FUND  Surrent  Accounts Payable  Estimated Amounts Payable  Due to Strike Fund  Sobligation under Capital Lease  quity - Beginning of Year  Under (Over) Expended Revenue - Current Year	\$ 10,117.01 41,819.28 (4,164.73) 47,771.56 0.00 141,271.40 36,086.81
ENERAL FUND Current  Accounts Payable Estimated Amounts Payable Due to Strike Fund  Obligation under Capital Lease  Equity - Beginning of Year Under (Over) Expended Revenue - Current Year	\$ 10,117.01 41,819.28 (4,164.73 47,771.56 
LIABILITIES & EQUITY  SENERAL FUND  Current  Accounts Payable Estimated Amounts Payable Due to Strike Fund  Obligation under Capital Lease  Equity - Beginning of Year Under(Over) Expended Revenue - Current Year	\$ 10,117.01 41,819.28 (4,164.73) 47,771.56 0.00 141,271.40 36,086.81
ENERAL FUND  Surrent  Accounts Payable  Estimated Amounts Payable  Due to Strike Fund  Subligation under Capital Lease  Quity - Beginning of Year  Under (Over) Expended Revenue - Current Year	\$ 10,117.01 41,819.28 (4,164.73) 47,771.56 0.00 141,271.40 36,086.81
ENERAL FUND  Current  Accounts Payable Estimated Amounts Payable Due to Strike Fund  Obligation under Capital Lease  Equity - Beginning of Year Under (Over) Expended Revenue - Current Year  TRIKE FUND  UNTERNATIONAL TRIKE FUND  UNITERNAL FUND  UNITERNAL FUND  TRIKE FUND  UNITERNAL FUND	\$ 10,117.01 41,819.28 (4,164.73) 47,771.56 0.00 141,271.40 36,086.81 177,358.21
ENERAL FUND  Surrent  Accounts Payable  Estimated Amounts Payable  Due to Strike Fund  Subligation under Capital Lease  Quity - Beginning of Year  Under (Over) Expended Revenue - Current Year	\$ 10,117.01 41,819.28 (4,164.73 
ENERAL FUND  Current  Accounts Payable  Estimated Amounts Payable  Due to Strike Fund  Cobligation under Capital Lease  Cquity - Beginning of Year  Under (Over) Expended Revenue - Current Year  TRIKE FUND  urrent  Accounts Payable	\$ 10,117.01 41,819.28 (4,164.73) 47,771.56 
ENERAL FUND Current Accounts Payable Estimated Amounts Payable Due to Strike Fund  Obligation under Capital Lease  Quity - Beginning of Year Under(Over) Expended Revenue - Current Year  ETRIKE FUND Current Accounts Payable	\$ 10,117.01 41,819.28 (4,164.73) 47,771.56 0.00 141,271.40 36,086.81 177,358.21
ENERAL FUND Current Accounts Payable Estimated Amounts Payable Due to Strike Fund  Obligation under Capital Lease  Quity - Beginning of Year Under(Over) Expended Revenue - Current Year  ETRIKE FUND Current Accounts Payable	\$ 10,117.01 41,819.28 (4,164.73) 47,771.56 0.00 141,271.40 36,086.81 177,358.21 225,129.77
CENERAL FUND Current  Accounts Payable Estimated Amounts Payable Due to Strike Fund  Obligation under Capital Lease Equity - Beginning of Year Under(Over) Expended Revenue - Current Year	\$ 10,117.01 41,819.28 (4,164.73) 47,771.56 0.00 141,271.40 36,086.81 177,358.21 225,129.77

#### CANADIAN UNIVERSITY EMPLOYEES

#### CUPE LOCAL 2950

Interim Statement of Income

8 Months Ended 31 August 1991
(Unaudited - See Notice to Reader)
Curr. Month

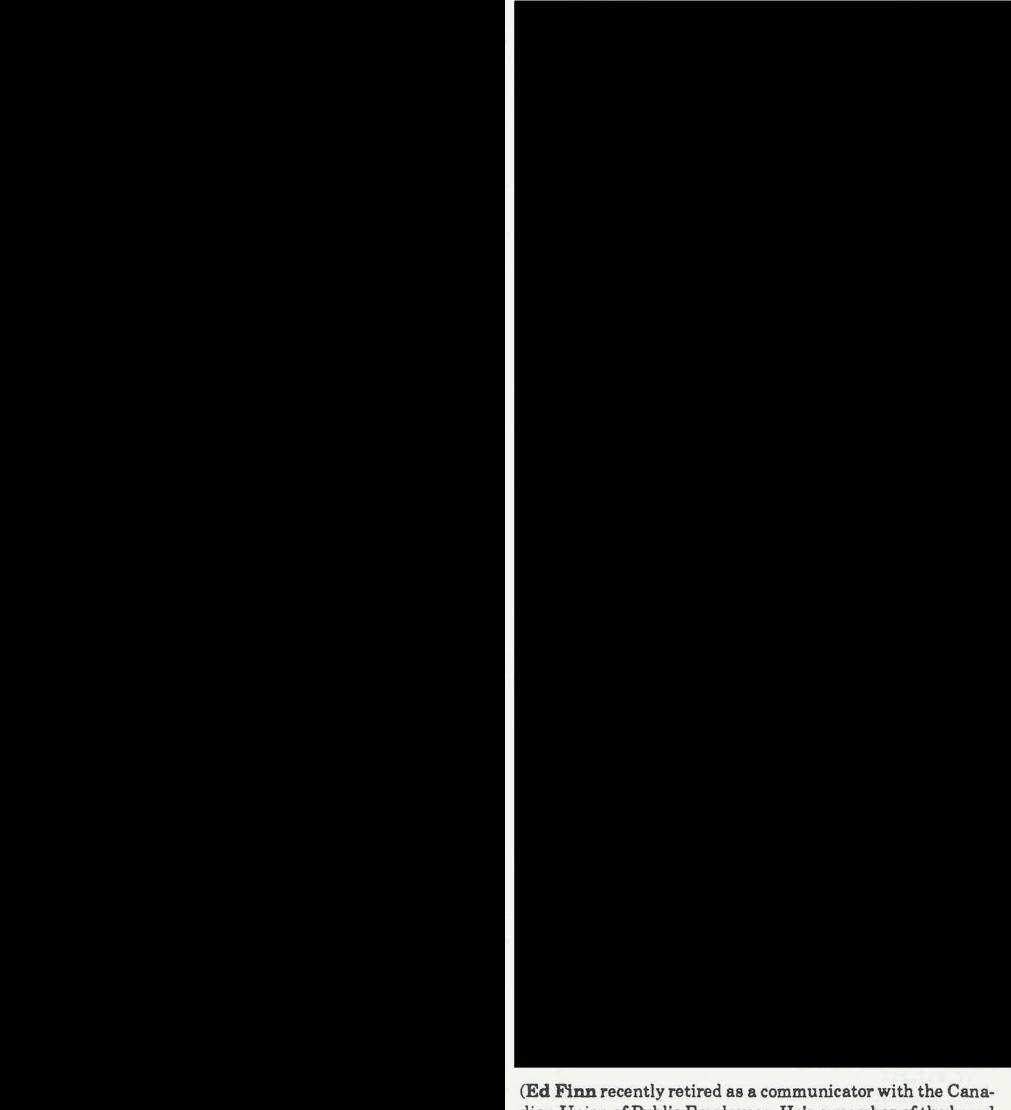
	Curr. Month This Year	Actual Yr to-Date	Budget Yr to-Date	Over/(Under Budget
REVENUE				
Dues & Initiation Fees	50,731.59	339,726.49	325,500.00	14,226.49
Interest Income	936.81	8,394.48	11,000.00	(2,605.52)
Donations and Other	0.00	0.00	50,700.00	(50,700.00)
C.U.P.E. Grant	0.00	0.00	0.00	0.00
Expense Recovery	0.00	0.00	0.00	0.00
	51,668.40	348,120.97	387,200.00	(39,079.03)
EXPENDITURES	of exists		edere much	
Arbitration Expense	140.75	F 070 F1	52 500 00	orhanieis. L
Contribution to Strike Fund	149.75	5,272.51	53,500.00	(48, 227.49)
Course Fees and Conferences	0.00	0.00	0.00	0.00
Depreciation	0.00	9,427.73	15,500.00	(6,072.27)
Donations	206.00 150.00	1,648.00	1,600.00	48.00
Subscriptions	0.00	750.00	800.00	(50.00)
Equipment Lease	523.91	1,138.94	1,400.00	(261.06)
Executive & Committee Expenses	17.42	2,559.73 882.10	2,400.00	159.73
Exec & Comm Booking Off	1,200.00	16,278.69	14,400.00	(317.90)
Insurance	69.25	534.32	600.00	1,878.69 (65.68)
Interest & Bank Charges	6.00	97.85	80.00	17.85
Accounting Fees	401.25	4,102.68	3,200.00	902.68
Medical BenefitsMembers	1,700.00	11,738.04	12,000.00	(261.96)
Newsletter	687.74	5,092.96	6,800.00	(1,707.04)
Office Supplies	38.74	1,468.33	3,200.00	(1,731.67)
Per Capita Tax C.U.P.E.	19,548.72	151,300.01	152,120.00	(819.99)
Postage/Courier/Fax	77.47	316.13	400.00	(83.87)
Printing	0.00	414.21	1,600.00	(1,185.79)
Legal/Professional/Consulting	0.00	0.00	800.00	(800.00)
Rent & Taxes	1,146.10	9,040.95	9,400.00	(359.05)
Repairs & Maintenance-General	85.60	855.20	1,000.00	(144.80)
Repairs & Maintenace - Equip	329.33	1,876.45	1,360.00	516.45
Salaries - Union Office Staff	8,721.99	73,699.30	74,825.00	(1,125.70)
Benefits - Union Office Staff	1,000.67	9,276.16	16,500.00	(7,223.84)
Taxi & Parking Expenses	124.16	1,772.82	1,200.00	572.82
Telephone	296.13	1,837.89	2,800.00	(962.11)
Utilities	100.72	653.16	640.00	13.16
	36,580.95	312,034.16	379,325.00	(67,290.84)
EXCESS (DEFICIENCY) OF REVENUES OVER	Cennelina vorione p		e seedl ode	W 1983/10
EXPENDITURES FOR THE PERIOD	77 1001 - 61 11 15 007 45	25 225 25	e mulianell fl	A spelant.
DAFEMDITORES FOR THE PERIOD	15,087.45	36,086.81	7,875.00	28,211.81

#### THE FINN LINE

A regular column on labour, the economy and politics by labour journalist Ed Finn

## What the strikes of '91 were all about

Ed Finn/CALM



(Ed Finn recently retired as a communicator with the Canadian Union of Public Employees. He's a member of the board of directors of the Canadian Centre for Policy Alternatives.)



# Voting in the Provincial General Election.

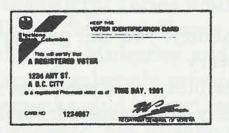
To vote on October 17, 1991 you need to know these basic facts.



# You must be a registered voter.

#### Qualifications:

- 19 years of age or older
- Canadian citizen
- Resident of British Columbia for the past 6 months

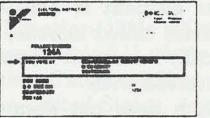


If you do not have your voter ID card please check at a Registration Centre or contact the Registrar of Voters.

Remember: You cannot register on Election Day.



#### Where to vote.



You will receive a 'WHERE TO VOTE' card in the mail. KEEP this card. IT IS VERY IMPORTANT. Take this card with you to your polling place.



#### How to vote.

Candidate X

You must remember two things:

Choose only one candidate
Mark the ballot with an X

## Special Voting



and are not able to vote on Election Day or at an Advance Poll, you may vote Saturday, October 5-Tuesday, October 8, 4-8 p.m. at the office of the Returning Officer.



#### Advance Poll.

If you are unable to vote on Election Day, you may vote at an Advance Poll. Wednesday, October 9-Saturday, October 12. Hours 1-9 p.m.



## Disabled Voting.

If you are physically disabled, you may vote at an Advance Poll. All Advance Polls are wheelchair accessible. If you are assisting a blind person, please inform them that they may vote at an Advance Poll. If you are unable to leave your home because of a physical disability, contact your Returning Officer regarding a mobile poll or postal vote.



# Voting if you're away from home on October 17, 1991.

If you cannot get to the polling place shown on your 'WHERE TO VOTE' card, you may go to any other polling place and vote by ballot envelope.

If you will be out of British Columbia on Election Day and not able to get to any other poll you can apply to your Returning Officer for a postal ballot.



## For more information.

Contact: Elections British Columbia Information Line 1-800-742-8683 (Toll Free)

Remember: You cannot register on Election Day.

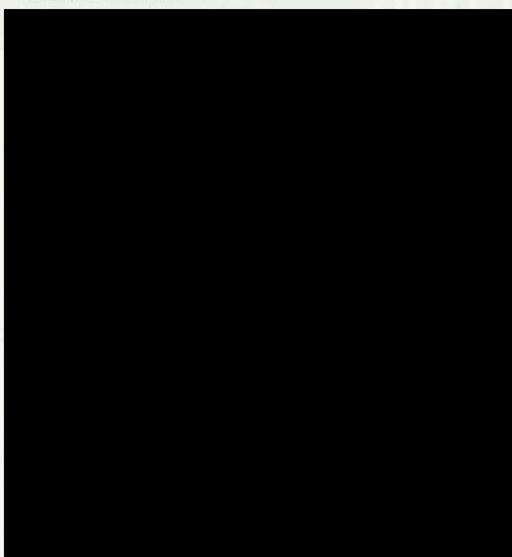


## New scientific element discovered

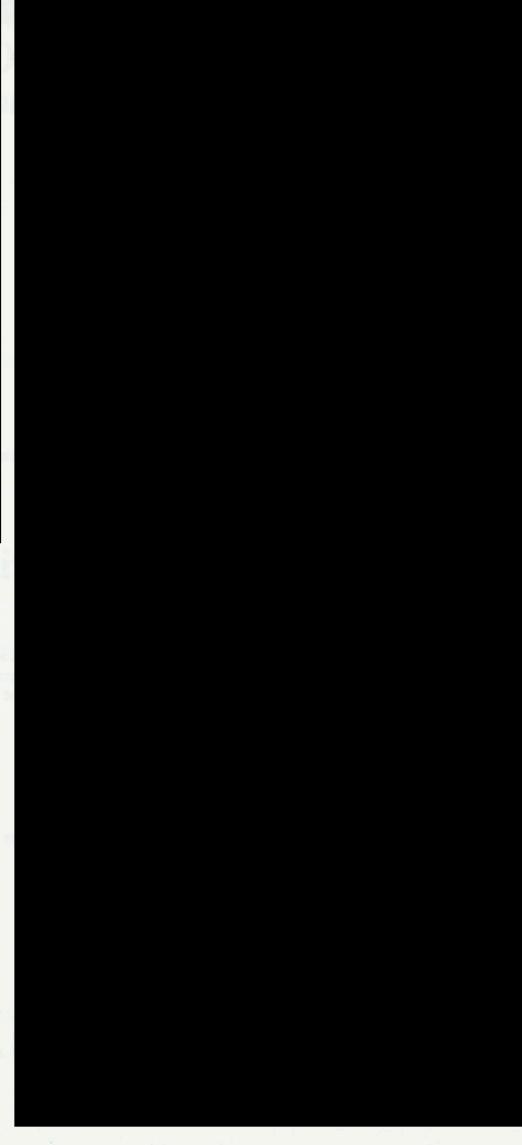
HEU Guardian/CALM

## Covering up the attack on medicare

ELP Action Line/CALM







#### THE FINN LINE

A regular column on labour, the economy and politics by labour journalist Ed Finn

## We won't get another chance to save Canada

(Ed Finn recently retired as an editor and writer with the Canadian Union of Public Employees. He's a member of the board of directors of the Canadian Centre for Policy Alternatives.)

#### **VANCOUVER - NEW WESTMINSTER & DISTRICT LABOUR COUNCILS**

# WEEKEND SEMINAR - NOVEMBER 16TH & 17TH, 1991 REGISTRATION FORM

UNION:	LOCAL:
ADDRESS:	PHONE:
NAME	PHONE:
COUR	RSES
STEWARD TRAINING I	STEWARD TRAINING II
ASSERTIVENESS TRAINING	STRESS IN THE WORK PLACE
FACING MANAGEMENT	LABOUR HISTORY
LEADERSHIP TRAINING	ORGANIZING FOR SOCIAL CHANGE
LABOUR LAW FEDERAL	HOW TO DO NEWS LETTERS
COLLECTIVE BARGAINING & PAY EQUITY	INTRODUCTION TO OCCUPATIONAL HEALTH & SAFETY
PARLIAMENTARY PROCEDURE	SEXUAL HARASSMENT AND THE WORKPLACE
HUMAN RIGHTS*	RETIREMENT PLANNING*
LABOUR LAW - PROVINCIAL*	

Any member interested in attending any of the courses listed above should **circle** their **two (2)** choices and indicate which is the 1st choice and which is the 2nd choice. Then just sent it to the Union office so the Executive can consider all requests.

Any member sent will also be provided a reasonable per diem for expenses.

#### Note:

We must register participants not later than November 8, and as well, these courses fill up quickly - get your request in ASAP!

# LABOUR COUNCIL WEEKEND SEMINARS COURSE DESCRIPTIONS

#### BASIC

#### STEWARD TRAINING I

This is an introductory course dealing with the day-to-day responsibilities of a steward as an organizer, educator, leader and communicator, as well as the basic preparation and handling of a grievance.

#### STEWARD TRAINING II

This course is designed for stewards with limited experience, or for those wishing to upgrade their skills at processing grievances. Course content deals with identifying, investing and processing grievances, up to but not including the arbitration stage.

#### **ASSERTIVENESS TRAINING**

This course examines the differences between passive, aggressive and assertive behaviour; stereotyping and what to do about it; how to deal with criticism, put-downs, manipulation and compliments.

#### INTRODUCTION TO OCCUPATIONAL HEALTH & SAFETY

A course designed for trade unionists who are newly active in the health and safety field, it will cover appropriate regulations; duties and responsibilities of union committee members; inspections and accident investigations. Specific reference will be made to B.C. law.

#### PARLIAMENTARY PROCEDURE

This course deals with the rules and procedures governing the preparation and conduct of various types of meetings. It covers the duties of the chairperson, secretary, sergeants-at-arms and committees, as well as with the agenda, the quorum, the motion and the amendment.

#### LABOUR HISTORY

This course is designed to provide students with an overview of the history of the labour movement in Canada and British Columbia with some information on the international roots from which our Canadian labour movement evolved. Participants will discuss labour's goals and aspirations and its contribution to society.

#### HOW TO DO NEWSLETTERS

This is a practical tool course for Local Union Offices and Stewards interested in putting out mimeographed newsletters to their membership. Layout, mimeo techniques, editing and content ideas will be discussed.

#### **HUMAN RIGHTS**

This course will develop a basic knowledge of human rights issues including rights of the disabled, aboriginal rights, racism and Federal and Provincial legislation. Practical strategies for combatting discrimination that can be used by union members will be worked out through case studies.

#### INTERMEDIATE COURSES

#### LEADERSHIP TRAINING

This course deals with the requirements and qualities of effective leadership. How do we build leadership? How do we involve people? How do we motivate people? How do we communicate effectively with members? This course is of importance to Local Union Officers and aspirants to leadership positions within the trade union movement.

#### COLLECTIVE BARGAINING & PAY EQUITY

Participants will study ways of analyzing wage structures to determine inequities between men and women. Educational issues relevant to the membership and various strategies to close the wage gap through collective bargaining will be discussed.

#### LABOUR LAW FEDERAL

This course deals with federal labour legislation, and will deal with the fundamentals of labour law; jurisdiction of the federal government and the courts; the Canada Labour Relations Board procedures; the law relating to bargaining units, votes, certifications, unfair labour practices, strikes, picketing, cease and desist orders and successor status. It will also deal with federal labour standards legislation and federal health and safety regulations. This course is of special interest to union officers and representatives from Federal Public Service, Transportation, Communications, and Banking Unions.

#### LABOUR LAW PROVINCIAL

This course on provincial labour law is designed for members of unions whose bargaining relationship is governed by the B.C. Industrial Relations Act. It deals with the fundamentals of labour law; jurisdiction of the provincial government and the courts; procedures; the law relating to bargaining units, votes, certifications, unfair labour practices, strikes, picketing, cease and desist orders and successor status. It also deals with provincial labour standards legislation.

#### SPECIALIZED COURSES

#### **FACING MANAGEMENT**

Examines the psychology of management, how it changes and how to deal with different types of management behaviour. Specific topics covered include Quality of Work Life schemes, union weakening, and management culture and values. Emphasis is on dealing with management in the workplace rather than across the bargaining table.

#### ORGANIZING FOR SOCIAL CHANGE

Wages, working conditions, and job security are major collective bargaining goals. Are we falling behind in these areas? Do government decisions affect labour? Should unions be active politically? This course will discuss these questions as well as issues such as Free Trade, the move to deregulation and privatization, and membership communication techniques.

#### STRESS IN THE WORKPLACE

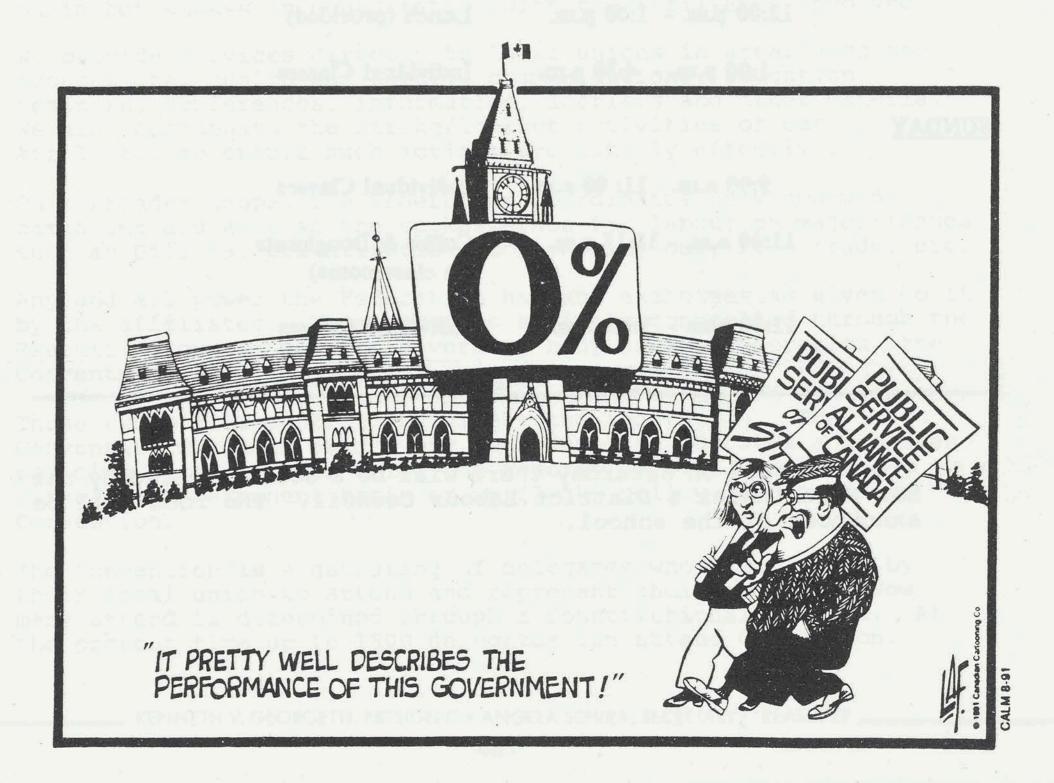
Stress is the invisible enemy, and has been linked to many health related problems. This course examines the causes of stress in the workplace, and considers ways, as a union, of countering those causes. Also covered are ways of coping with stress when it can't be dealt with at its source.

#### SEXUAL HARASSMENT IN THE WORKPLACE

This course will define the problem of sexual harassment, why it occurs and the climate in which it occurs. Participants will discuss the union response, solutions and collective strategies such as support building, grievances and collective bargaining. By working together through our unions, participants are encouraged to discuss the problem of sexual harassment and outline methods to combat it.

#### RETIREMENT PLANNING SEMINAR

This seminar is designed to help individuals to recognize the importance of retirement planning, and to provide information about issues which should be considered as retirement approaches. We hope to motivate the participants to do something about formulating a realistic retirement plan NOW. Participants spouses are invited to attend. Individual and group activity exercises will be used to help the participants establish a long-term plan of action as well as a commitment to implement at least some planning ideas now, as a result of the program experience.



#### **VANCOUVER - NEW WESTMINSTER & DISTRICT LABOUR COUNCILS**

#### WEEKEND SEMINARS

PLACE: Academic Quadrangle, Simon Fraser University,

Burnaby, B.C.

DATES: Saturday, November 16th, 1991

Sunday, November 17th, 1991

#### SCHEDULE

SATURDAY	8:30 a.m 9:00 a.m.	Registration & Coffee (by Registration Desk
	9:00 a.m 9:30 a.m.	General Assembly
	9:30 a.m 12:00 p.m.	Individual Classes
	12:00 p.m 1:00 p.m.	Lunch (provided)
	1:00 p.m 4:30 p.m.	Individual Classes

#### SUNDAY

9:00 a.m 11: 00 a.m.	Individual Classes
11:00 a.m 11:15 a.m.	Coffee & Doughnuts (in classrooms)
11:30 a.m 1:00 p.m.	Individual Classes

### B.C. FEDERATION OF LABOUR (CLC)



4279 Canada Way, Burnaby, B.C., V5G 1H1

#### SENT BY FAX

September 25, 1991

Mr. Tetrault CUPE Local 2950 2166 Western Parkway Vancouver, B.C. V6T 1V6

Dear Brother Tetrault:

#### RE: AFFILIATION

The B.C. Federation of Labour has 275,000 members in 800 local unions across British Columbia. We are the central labour body in the province and are responsible for developing and implementing policy in areas which will impact upon a large segment of organized labour and/or the labour movement as a whole.

The Federation also develops policy on an industry, or sector, basis but always in consultation with the affiliates involved.

We provide services directly to local unions in areas such as occupational health and safety, communications, education, seminars, conferences, information, leaflets and other material. We also coordinate the strike/lockout activities of our affiliates to ensure such actions are totally effective.

On a broader scope, the Federation coordinates province-wide campaigns and acts as the spokesperson for labour on major issues such as Bill 19, privatization, contracting out, free trade, etc.

Any and all power the Federation has and exercises is given to it by the affiliates. This power is strictly controlled through the Executive Council and the governing body of the Federation, the Convention.

Those two bodies control and direct the Federation. The Convention which is held every year develops, debates and passes policies on all issues which the Federation will deal with, either on a permanent basis or until the policy is changed by Convention.

The Convention is a gathering of delegates who are elected by their local union to attend and represent their members. How many attend is determined through a Constitutional formula. At the present time up to 1800 delegates can attend Convention.

P.S. After classes on Saturday there will be a Social hosted by the New Westminster & District Labour Council. The room will be announced at the school.

#### GENERAL MEMBERSHIP MEETING

#### 24th OCTOBER, 1991 @ I.R.C. ROOM 1

12:30 - 2:30 P.M.

#### AGENDA

- 1. ROLL CALL OF OFFICERS
- 2. ADOPTION OF AGENDA
- 3. ADOPTION OF MINUTES OF Sept. 26th, 1991
- 4. BUSINESS ARISING FROM THE MINUTES
  - i. Nominations Remain Open For:
    Trustee (3 year term ending Dec. 31, 1993)
    Chair, Newsletter Committee
    Chair, Education Committee
- 5. UNFINISHED BUSINESS
- 6. PRESIDENT'S REPORT
- 7. OFFICE STAFF REPORTS
  - i. Business Agent
  - ii. Union Organizer
- 8. TREASURER'S REPORT
- 9. COMMITTEE REPORTS
  - i. Chief Shop Steward
  - ii. Contract
  - iii. Education
  - iv. Grievance
  - v. Health & Safety
  - vi. Newsletter
- 10. NEW BUSINESS
  - i. Bylaws Draft