



# Compensation Employees' Union

## CONSTITUTION AND BY-LAWS

**REVISED**

October 28, 2021

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## **CONSTITUTION**

October 2021

### **ARTICLE 1 — NAME**

The name of this Union shall be the Compensation Employees' Union.

### **ARTICLE 2 — PREAMBLE**

- (a) It is recognized that under the provisions of legislation enacted in Canada and the Province of British Columbia that all workers shall have the right to trade union representation by the union of their choice and it shall be the responsibility of this Union to represent those groups of employees for which it is certified.
- (b) The Union recognizes and adheres to the principles enunciated in the Human Rights Code of British Columbia. As such, any provisions in this Constitution and By-Laws, which are inconsistent with the principles therein, are void to the extent of their inconsistency.
- (c) Wherever the singular is used in this Constitution, it shall be considered as if the plural has been used where the content permits.

### **ARTICLE 3 — OBJECTS**

It shall be the object of this Union to:

- (a) Organize into appropriate bargaining units employees of the Workers' Compensation Board of British Columbia and all other groups of employees that the Union shall from time to time determine to be appropriate.
- (b) Improve working conditions and bargain collectively on behalf of members organized into appropriate units as may be determined from time to time by the Union, Labour Relations Board or other competent authority.
- (c) To provide such other services or benefits to the Membership as the Union may from time to time determine.
- (d) To ensure that a high standard of service is provided and maintained by the Workers' Compensation Board to the workers and employers of the Province of British Columbia.
- (e) To engage in cultural, civic, legislative, educational, charitable, social and other activities which further the interests of this Union and its members.
- (f) To provide educational programs for the advancement and training of employees, members and officers of the Union.
- (g) To provide financial and/or moral assistance to other organizations having purposes and objectives similar to or related to those of this Union.
- (h) To protect and preserve the Union as an institution and to perform its legal and contractual obligations.
- (i) To receive, manage, invest, expend or otherwise use the funds and property of the Union to carry out the duties and achieve the objectives set forth in the Union's Constitution as will further the interests of the Union and its members.

- (j) It is recognized that the problems with which this Union deals are not limited to unionism or organization and collective bargaining alone but encompass a broad spectrum of economic and social objectives as set forth above and as the Union may from time to time determine.
- (k) Afford representation and service to all members of this Union regardless of the location of their employment.

#### **ARTICLE 4 — JURISDICTION**

This organization has jurisdiction over all employees of the Workers' Compensation Board of British Columbia except those employees excluded from its jurisdiction by the Labour Relations Code of British Columbia. This Union shall also have jurisdiction over any other workers or groups of workers as the Union may from time to time determine.

#### **ARTICLE 5 — MEMBERSHIP**

- (a) Any person shall be eligible for Membership in this Union upon agreeing to comply with the provisions of this Constitution and upon acceptance of an application for Membership by the Union.
- (b) Such Local Unions as may from time to time be chartered by the Union shall have the right to place limits on Membership and/or attach conditions to Membership contingent upon adoption of appropriate By-Laws subject to the approval of the Union as provided by this Constitution.
- (c) Consistent with the Human Rights Code of British Columbia, the Union shall not exclude a person from membership, expel or suspend a member or discriminate against any person or member because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender orientation or age of that person or member or because that person or member has been convicted of a criminal offence that is unrelated to the membership or intended membership. In the event the Human Rights Code is revised in the future, these grounds for discrimination will remain consistent, and any new grounds added will be automatically included.
- (d) No member shall resign from Membership until such time as all dues, fines and/or assessments owing to the Union have been paid.
- (e) The Executive of the Union may create such new categories of membership as it may from time to time deem appropriate subject to the approval of the membership. Such approval shall be shown by a simple majority vote (50% plus 1) at the next regularly scheduled meeting following the creation of the new category or at any special meeting called to discuss the creation of new category. Notice of creation of such category shall be announced to the membership within 10 days of its creation.
- (f) A member shall cease being a member in good standing of this Union when it can be shown that they failed to comply with any provision of this Constitution or any By-Laws which the Union may from time to time adopt.

- (g) The Union shall reserve the right to suspend the rights and privileges of any member who ceases to maintain membership in good standing.
- (h) Shop Stewards shall be elected by the members to represent groups of employees as determined by the Executive Committee. The term of office shall be two (2) years in duration. Those members who hold office as Shop Steward on January 1, 2018, shall hold office as a Shop Steward until the end of January 2020. Shop Steward elections shall then be held in January 2020 and every 2 years thereafter as determined by the executive committee.

## **ARTICLE 6 — OFFICERS**

The principal officers as defined in this Article shall form the Executive Board which will be responsible for conducting the affairs of the Union. The principal officers of the Union shall be:

- (a) **President**; who shall preside at all meetings of the Union to preserve order therein and to enforce the By-laws and rules of order as adopted by this Union. The President shall ensure that all officers of the Union perform their respective duties. The President shall be an ex-officio member of committees except as otherwise herein provided, and in general shall perform all duties incident to the Office of President. The President shall perform such other duties as may from time to time be assigned by the Executive Board and/or the Membership.
- (b) **Vice-President**; who shall, in the absence of the President, perform all the duties of the President, and such other duties as may from time to time be assigned by the President and/or the Executive Board.
- (c) **Treasurer**; who shall receive all monies of the Union and shall be responsible to the Union for the accounting of all receipts and disbursements and shall report to the Executive Board and the Union on the state of the Union's finances. The Treasurer shall also be responsible for the preparation of budgets and audited statements and depositing of all funds in a financial institution as provided in this Constitution.
- (d) **Secretary**; who shall cause to have prepared and preserve all records of Minutes and Proceedings of the Executive Board, all meetings of the Union and any other proceedings. The Secretary shall maintain a record of all names and addresses of all members of the Union, and maintain accurate attendance records of all meetings of the Union, and keep all important documents, papers and correspondence, and maintain such files as may be required. The Secretary shall have custody of the Union seal.
- (e) **Five Directors**; who shall attend all meetings of the Executive Board and perform such other duties as may from time to time be assigned by the President and/or the Executive Board.
- (f) **Chairperson of the Shop Stewards Committee**; who shall be elected by the Shop Stewards bi-annually immediately preceding the Annual General Membership meeting.

They shall attend all Executive meetings with a full voice and vote. They shall assist in organizing the functions and activities of the Shop Stewards Committee and shall perform such other duties as may from time to time be assigned by the President and/or Executive Board.

#### **ARTICLE 7 — ELIGIBILITY TO OFFICE**

To be eligible for election to any office in this Union a member must be in continuous good standing for twelve (12) months prior to nomination to said Executive office. "Continuous good standing" means no interruptions in active Membership of this Union because of suspension, expulsion, withdrawals, failure to pay fines or assessments to this Union. Provided, however, that the Executive Board, upon good cause shown, may waive the requirement for continuous good standing Membership.

However, to be eligible for election to any Executive Officer position in this Union, the nominee must have attended a minimum of 50% of the Union meetings held in their locale in the twelve (12) months prior to nomination. Any member may be exempted from the attendance requirement of this Article if they were unable to attend fifty percent (50%) of said meetings because of illness, regular employment, or any other good cause. Any exemption system shall be uniformly and fairly applied.

#### **ARTICLE 8 — TERM OF OFFICE**

- (a) All elected officers (President, Vice-President, Treasurer, Secretary and Five Directors) shall be elected for terms of two (2) years.
- (b) Elections for the offices of President, Vice-President, Treasurer and Secretary shall take place in odd number years. Elections for the five Directors shall take place in even number years.
- (c) In the event that an office should become vacant between elections, the vacancy shall be filled by elections. Such by-elections shall be called within forty (40) calendar days of the office becoming vacant and held within sixty (60) calendar days of the call.
- (d) Officers of the Union duly elected shall assume office on November 15 of the first year of their term of office.

#### **ARTICLE 9 — ELECTIONS**

- (a) Election of officers shall be by referendum ballot; such election shall take place in the month of October. The election of the Chairperson of the Shop Stewards Committee shall be done in accordance with Article 6 (f).
- (b) A Balloting Committee shall be elected at the Annual General Membership Meeting to conduct the elections. Any member in good standing, save candidates for office, shall be eligible to serve on the Balloting Committee.
- (c) The candidate for each office who receives a plurality of votes cast for that office shall be declared elected thereto. In the case of the directors, the five (5) candidates receiving the most votes shall be declared elected thereto.

(d) In the event of a tie, such tie shall be resolved by lot. There shall be no run-off election.

#### **ARTICLE 10 — NOMINATIONS**

- (a) All nominations shall be in writing and shall be signed by five (5) members in good standing. All nominations shall be addressed to the Secretary of the Union who shall ensure the eligibility of the candidates in accordance with Article 7.
- (b) Nominations will open in September and remain open for the next ten (10) regular working days, after which time the nominations shall close.
- (c) Candidates must accept their nomination in writing submitted to the Union's Secretary prior to the expiry of the nomination period.
- (d) A candidate may accept nomination for one office only. No candidate may accept nomination to an office, the term of which will be concurrent to the term of an office of which the nominee is an incumbent.

#### **ARTICLE 11 — MEETINGS**

- (a) An Annual General Membership Meeting of the Union shall be held in the month of September or October. Said meeting shall be held at such time and place as determined by the Executive Board.
- (b) A Special Meeting of the Union shall be convened upon written request of not less than twenty per cent (20%) of members of the Union in good standing at the time the petition is delivered to the Secretary. Such request shall bear the printed names and signatures of those members. Such request shall set out the reason for the proposed special meeting, and shall be delivered to the Secretary of the Union. Upon receipt of such request the Secretary shall inform the President who shall convene a Special Meeting of the Union within twenty-one (21) days of receipt of such notice at a time and place as determined by the Executive Board.
- (c) The President may, subject to the approval of the Executive, call a Special Meeting. Ten (10) days' notice of such meeting shall be given by the President. In said notice the President shall state the purpose of the Special Meeting and submit the proposed agenda to the Executive Board.

#### **ARTICLE 12—QUORUM**

A quorum for any Regular or Special Meeting of the Union shall be not less than seventy-five (75) members of the Union entitled to vote or five percent (5%) of the members entitled to vote, whichever is less. In the event that less than the number of members required to obtain quorum attend, up to seventy-five (75%) of quorum may be by proxies.

#### **ARTICLE 13 — COMPLAINTS AND DISPUTE RESOLUTION**

Every member has a right to file a complaint as specified in Article 10 of the By-Laws. Allegations of harassment will not be dealt with under the Constitution and By-Laws. They will be dealt with under the Union's Harassment Policy and any penalty resulting from a finding of harassment will be consistent with those found in this Constitution and By-laws.

I. Every member of the Union is guilty of an offense against the Constitution who:

- (a) Institutes, urges or advocates that a member of any Local Union should institute action in a Court of Law against the Union or against the Executive Board or any of its officers or against a Local Union or any of its members, in respect of any matter concerning the affairs of the Compensation Employees' Union or any of its locals or chartered bodies, without first exhausting all remedies through the forms of appeal provided in this Constitution;
- (b) Publishes or circulates, either verbally or otherwise, false reports or misrepresentations concerning any member of the Union in respect to any matter connected with the affairs of the Union;
- (c) Uses, without proper authority, the name of the Union for activities such as soliciting funds, advertising, or political lobbying;
- (d) Without proper authority, attempts to represent the Union, or, while a member of the Executive Board or a Committee, attempts to convene a meeting or meetings of members without the written authority of the Executive Board;
- (e) Without receiving proper authority to do so, furnishes a complete or a partial list of the Membership of the Union or of any local to any person or persons other than those whose official position entitles them to have such a list;
- (f) Wrongfully interferes with any Officer or any accredited Representative of the Union in the discharges of their duties;
- (g) With a view to injuring the Union or a local Union or with a view to impeding the implementation of any policy, constitutionally formed, of the Union or a local Union, does any act contrary to the Constitution or to the By-Laws or fails to do any act required of him/her by the said Constitution or By-Laws;
- (h) Files a frivolous and/or vexatious charge under this Constitution and By-Laws. A frivolous or vexatious charge is a complaint where the complainant knows there is no foundation in fact suggesting a breach of the Constitution and By-Laws has occurred and/or where the complaint is filed for the purpose of bringing an adverse consequence to the respondents and others. Such complaints are a breach of this Constitution and By-Laws and any member engaged in the filing of such a complaint may be subject to discipline;
- (i) Obtains Membership through fraudulent means or by misrepresentation;
- (j) Attempts to bring about the withdrawal from the Union of any locals or any members or



groups of members;

- (k) Works in the interest of any organization competing with the Union in a manner which is detrimental to the Union;
- (l) Fraudulently receives or misappropriates or aids in the receipt or misappropriation of any property of the Union or of any of its chartered bodies;
- (m) Circulates information designed or calculated to injure or weaken the Union;
- (n) Crosses or works behind a constitutionally formed picket line of this Union or in the absence of a picket line, works during a constitutionally authorized work stoppage without the permission of the Executive; and
- (o) Knowingly attempts to exercise a proxy ballot which has not been properly assigned.

Any member convicted of any one or more of the offences above may be subject to a remedial penalty such as an apology, counselling, education, and/or training; or a verbal or written reprimand; suspension; conditions on a member's ability to hold office; fine; removal from office; or expulsion from the union.

Every member of the Union shall be entitled to fair and impartial treatment under the dispute resolution procedure. In all cases, the onus for establishing prima facie grounds for a complaint lies with the complainant. The nature and extent of any penalty under this Article shall take into account the seriousness of the offense. Any penalties imposed under this Article shall be fairly and equitably applied.

## **II**

- (a) For the purpose of this Article, if the complaint submitted should be against the President, then their functions shall be carried out by the Vice-President;
- (b) If the charges submitted involve the President and Vice-President, then the functions to be performed by them, in this Article, shall be performed by such member or members as may be appointed for those purposes by the remaining Executive Committee;
- (c) In adopting By-Laws, the Union shall include in such By-Laws provision for the establishment of a Dispute Resolution Procedure and shall also include provision for the establishment of an Appeal Panel and the manner of filing and conducting an appeal.

### **ARTICLE 14 — RULES OF ORDER**

Any rules of order not covered in the Constitution and/or By-laws of the Union shall be done in accordance with Roberts Rules of Order (Floyd M. Riddick, 1893 Edition 0-515-06322-3). A copy shall be kept in the Union office.

### **ARTICLE 15 — FINANCIAL DOCUMENTS**

- (a) All books, records and financial documents shall be maintained at the principal office of

the Union. The Union may have other sub offices as may be required from time to time.

- (b) There shall be an independent audit of the Union's books, records and documents at least once in each calendar year. The auditor shall be appointed by the Union's Executive Board subject to the disapproval of the Membership.
- (c) The Treasurer shall present the report of the auditors to the Membership at the Annual General Membership Meeting.

#### **ARTICLE 16 — AMENDMENTS**

Any article of this Constitution or By-Laws may be repealed and a new Article or section enacted at any time provided that:

- (a) The proposed amendments are duly moved and seconded by at least fifty (50) members, in writing, and are submitted to the Union Office for posting a minimum of thirty (30) calendar days prior to the next General Membership Meeting;
- (b) The proposed amendments are included for discussion on the agenda of the meeting immediately following the thirty (30) day period as referred to in [(a) above];
- (c) The proposed amendments are presented to the Membership in a referendum ballot;
- (d) Two-thirds (2/3) of the members voting, vote in the affirmative.

#### **ARTICLE 17 — PROXY VOTING**

Proxy voting is not allowed when voting on a Collective Agreement ratification, rejection, or strike vote.

All Union members employed in Workers' Compensation Board offices outside the Greater Vancouver Regional District (GVRD), and Abbotsford, and members within the GVRD working on scheduled shifts that are concurrent with a meeting time, shall be entitled to vote by proxy at all regular and special meetings of the Union provided that:

- (a) The proxy is in writing and is initiated by a Shop Steward or the Secretary of the Union or in the Secretary's absence, another officer of the Union appointed by the Executive Committee;
- (b) The member assigning the proxy shall have attended any meeting held in their area to discuss issues upcoming at the meeting in question. Any member may be exempted from this attendance requirement if they were unable to attend because of: medical or dental treatment; absence from work; on leave or vacation; absence from the area due to WCB business; compassionate reasons such as illness of a family member; or other good cause;
- (c) The proxy is registered with the Secretary of the Union or their delegate prior to commencement of the meeting for which the proxy is designated;
- (d) The proxy vote shall only be valid for the one meeting designated on the statement of authorization of proxy voting;
- (e) Authorization to act as proxy voter shall take the Authorization To Act Proxy Voter form, attached.
- (f) All other Union members working within the GVRD shall be entitled to vote by proxy at all regular and special meetings of the Union provided that they are unable to attend any

such regular or special meeting for acceptable reasons. An acceptable reason shall be as defined in section (b) above. Evidence of the inability to attend said meetings, for an acceptable reason, must be given by the member completing the affidavit portion of the authorized Authorization to Act as Proxy Voter Form.

Additionally, all such proxy votes, as herein defined, must comply with provisions of sections (a), (c), (d) and (e) above.

#### **ARTICLE 18 — BY-LAWS**

The Union, or any chartered body thereof, shall adopt a set of By-laws to govern the procedural administration of said Union or chartered body. Such By-laws shall not conflict with this Constitution and where that occurs this Constitution shall prevail.

**AUTHORIZATION TO ACT AS PROXY VOTER**

I,..... (print name of member) being a member in good standing of the C.E.U. do hereby authorize ..... (name of proxy voter) to act as my proxy at the Regular/Special meeting of the C.E.U. to be held on ..... (date of meeting)

(a) I direct the holder of this proxy vote to vote as set out below on the following questions. I do not delegate to my proxy any further right to vote in my behalf on issues not set out below.

(b) I direct the holder of this proxy vote to vote as set out below on the following questions. I further direct that the holder of this proxy may exercise their discretion on my behalf in relation to any other business brought before the meeting.

(c) I authorize the holder this proxy to act on my behalf, using their own discretion, in any matter coming before the meeting.

- 1. ....
- 2. ....
- 3. ....
- 4. ....

Dated at \_\_\_\_\_ this \_\_ day of \_\_\_\_\_ 20

..... (signature of member)

..... (Initial of shop steward or union secretary)

**AFFIDAVIT**

(TO BE COMPLETED ONLY BY MEMBERS CASTING PROXY VOTES UNDER THE PROVISIONS OF ARTICLE 17 (f) OF THE CONSTITUTION.)

I, the above named member, in good standing, do hereby certify that I am unable to attend the above mentioned Regular/Special meeting of the C.E.U., in person, for the following reasons:

State Specific Reason:

..... (signature of member)

## **BY-LAWS**

### **ARTICLE 1 — New Members Initiation**

- (a) Those required to become members of this Union shall be considered members in good standing subject to the following conditions;
  - (i) that they fill out an application for membership and pay an initiation fee of \$10, both within thirty (30) days of commencing employment within the Union's jurisdiction.
  - (ii) that they pledge to observe the CEU's Constitution and By-Laws, to make every effort to attend all membership meetings, and to pay all dues and assessments levied in accordance with the CEU's Constitution and By-Laws.
- (b) Any member in good standing who leaves the Union's area of jurisdiction and gives up their membership status, and subsequently returns to the Union's jurisdiction within twelve (12) months of having left shall be considered a member in good standing again by following the procedures outlined above, however said person shall not be required to pay the initiation fee.

### **ARTICLE 2 — Collective Agreement Negotiation and Ratification**

- (a) For the purpose of conducting negotiations to renew a Collective Agreement the Union shall form a Negotiation Committee consisting of the Executive Board and four (4) members at large plus the Chief of Labour Relations and Operations and Business Agent(s). The four members at large shall be elected by referendum ballot a minimum of three (3) months prior to the expiration of the Collective Agreement. The Executive Board shall determine the dates of taking this ballot.
- (b) Eligibility to serve as a member at large on the Negotiating Committee and Nominations to run as a Candidate are subject to Article 7 and Article 10 of the C.E.U. Constitution respectively.
- (c) Once established the Negotiating Committee shall elect, from amongst themselves, a Chairperson, Vice Chairperson and Recording Secretary. At all meetings of this Committee a quorum shall be nine (9) voting members.
- (d) The Committee shall establish a Negotiating Team to conduct negotiations with management. The Committee shall establish the parameters of the team's authority. Said Team shall consist of the Chief of Labour Relations and Operations, President and three (3) members of the Committee, to be elected. Of the three (3) elected Team members the person receiving the fewest number of votes shall act as the alternate Team member.
- (e) The Negotiating Committee shall prepare the Union's negotiations agenda for presentation to management after receiving input and suggestions from the membership. The Negotiating Team may be instructed by the Committee to prepare the agenda for the Committee's approval.
- (f) Upon the conclusion or breakdown of negotiations the Committee shall formulate a recommendation and conduct membership meetings online and/or at physical locations, at the Negotiating Committee's discretion, throughout the Province. The purpose of these

meetings is to explain the Committee's recommendation. Following the membership meetings, the Union will take a secret vote of the members online and/or in-person. In the case of the Greater Vancouver Area, where in-person meetings are held, two in-person meetings shall be held, afternoon and evening, to permit members on night shift to attend and vote.

- (g) At these meetings there shall be no mandatory quorum specified and no other business shall be conducted.
- (h) In the case of an acceptance/rejection recommendation the electronic and/or paper ballots shall be distributed at the conclusion of the membership meeting and voting takes place immediately. A majority of fifty percent (50%) plus one (1) will decide the question.
- (i) In the case of a strike recommendation the electronic and/or paper ballots shall be distributed at the conclusion of the membership meeting and voting takes place immediately. A majority of 66 2/3% is required to carry a strike ballot.

### **ARTICLE 3 — Balloting Committees**

- (a) A balloting Committee, as specified in Article 9 (b) of the Constitution shall consist of three (3) members of this Union.
- (b) During the one-year term of this Committee it shall conduct all referendum ballots, save Shop Stewards elections and the election of the officers of the Shop Stewards Committee.
- (c) In the event of a vacancy occurring during the term of this Committee, or in the event this Committee is not elected due to lack of quorum at the September/October membership meeting the Executive Board shall appoint members in good standing to the Balloting Committee to always provide for three (3) members on it.
- (d) Whenever the Balloting Committee is determining the results of a referendum ballot there must be a majority of Committee members present, physically or virtually.
- (e) Upon request, scrutineers will be allowed to participate in the tabulation of any ballot results. In cases where a member wishes to have a scrutineer in attendance at the tabulation of ballot results, then such member shall so notify the Balloting Committee of their nomination for scrutineer in writing prior to the tabulation occurring. Only members in good standing are eligible to act as scrutineer, provided that where the ballot involves election to any office the scrutineer shall not be a candidate to the office. Where the ballot involves a yes/no question a maximum of two scrutineers will be allowed; one in favour of and one opposed to the question. Where the ballot involves an election to office only one scrutineer for each candidate to that office will be allowed. Scrutineers shall be subject to rules of conduct as determined by the Balloting Committee. Any disputes arising out of this section of the Procedures shall be adjudicated by the Executive Board.

### **ARTICLE 4 — Executive Board**

The Executive Board of this Union, as specified in Article 6 of the C.E.U. Constitution, shall, in the absence of direction from the general membership at a membership meeting, have vested in it all powers of the Union and may make and implement any decision which in its

discretion it deems necessary for the fulfillment of the Objects of this Union and without limiting the generality of the foregoing the Executive Board shall have full power to hire and direct a Chief of Labour Relations and Operations and such other staff as the Executive Board shall consider necessary for the efficient operation of the Union, subject to the following:

- (a) Executive Board meetings shall be held at a time and place designated by the President, subject to the approval of the Executive Board;
- (b) At all Executive Board meetings, a quorum shall be defined as a minimum of five (5) voting members save and except the Chairperson of the meeting;
- (c) In the best interests of the Union, the Executive Board shall deem any of its principal officers who:
  - i. fails to attend three (3) consecutive meetings of the Executive Board; or
  - ii. is absent from work for a period of ninety (90) consecutive days without its approval;to have resigned their position on the Executive Board, except where, in its opinion, such action may result in a contravention of the Human Rights Code of British Columbia;
- (d) Should a resignation based upon (c) above occur, a by-election shall be held in accordance with Article 8(c) of the Constitution, unless six (6) months or less is remaining in the term of office;
- (e) Decisions of the Executive Board to approve or not approve an absence of a principal officer from the Executive Board are subject to appeal utilizing the process outlined in Article 10;
- (f) The Executive Board shall not have the power to spend an amount equivalent to more than one month's income, received from membership dues, on any single capital expense. Spending in excess of one month's income from dues for any single capital expense shall be subject to prior membership approval.

#### **ARTICLE 5 — Expenses**

- (a) Expenses of Officers and/or members as may be incurred in carrying out their duties may be refunded by the Union to the extent and at such rates as may from time to time be determined by the Executive Committee.
- (b) All financial transactions shall be carried out by the Executive Committee of the Union in accordance with the provisions of these By-laws, except where such powers are required to be exercised by the Union in general which may be by resolution at a meeting of the Union.
- (c) Disbursements shall be made solely by cheque, order or money order. Small cash disbursements, less than \$100.00 each, may be made if supported by receipt.
- (d) The signing officers of this Union shall be the President, Treasurer, Chief of Labour Relations and Operations and one Business Agent. All withdrawals or payments out of

banking accounts must be endorsed by one Executive Board member defined herein, and one staff member defined herein. A contingency banking account with a fixed limit set by the Executive Committee may be set up to allow urgent payments signed by one of the President, Treasurer, Chief of Labour Relations and Operations and one Business Agent under conditions set by the Executive Committee.

- (e) All Signing Officers shall be bonded in such amounts as the Executive Committee shall determine. The cost of such bonding to be paid by the Union.
- (f) The Union shall indemnify and save harmless any member of the Executive Board or any person appointed by the Executive Board from personal liability incurred by such person in the administration of the affairs of the Union, provided that such protection shall extend only to persons acting bona fide in the interest of the Union.

#### **ARTICLE 6 — Conflict of Interest**

- (a) Upon applying for a position at the Workers' Compensation Board, which is exempt from Union membership, any member of the Executive Board, the Shop Stewards Committee, or the Negotiating Committee shall tender their resignation.
- (b) If the President of the Union is the applicant, they shall tender their resignation too.
- (c) Upon accepting an acting position even on a temporary basis, at the Workers' Compensation Board, which is exempt from Union Membership, any member of the Executive Board, Shop Stewards Committee, or the Negotiating Committee shall inform the President of the Union of such action. If the temporary acting position goes beyond thirty (30) calendar days, the Executive Board shall determine if there is a conflict of interest.

#### **ARTICLE 7 — Picket Duty**

- (a) In the event of a lawful strike of the Union, all members shall be required by the Union to carry out picket duty.
- (b) Refusal by a member to carry-out picket duty of the Union, or the crossing by a member of a picket line of the Union, will result in a penalty as outlined in Article 13 of the Constitution except where:
  - the Executive Board has granted the member permission in advance to cross the picket line or not perform picket duty or such penalty, in the opinion of the Executive Board, may have the effect of contravening the Human Rights Code of British Columbia.
- (c) Decisions on the level of penalty of a member made pursuant to Article 7 are subject to appeal as per Article 13 of the Constitution.

#### **ARTICLE 8 — Membership Meetings**

- (a) Unless otherwise provided for in the C.E.U. Constitution or these By-laws the membership meetings prescribed in Article 11 of the C.E.U. Constitution shall be the



membership meetings of record. Each area office Shop Steward, or their alternate, shall be entitled to attend any membership meeting held in accordance with Article 11 of the C.E.U. Constitution and valid costs incurred as a result of that attendance shall be borne by the Union.

- (b) Attendance at all membership meetings shall be recorded by each attending member signing an attendance book upon entering the meeting.
- (c) The minutes of each membership meeting shall be duly recorded showing all business brought before the meeting.
- (d) Meetings of area office members as contemplated in Article 17 (b) of the C.E.U. Constitution shall be chaired by the Shop Steward for that office. At the beginning of such meetings the Shop Steward shall ensure that all those in attendance have signed an attendance list and that the minutes of said meeting are being recorded by someone other than themselves.

The minutes and the attendance list shall be signed by the Shop Steward and the member who recorded same and forwarded to the Union office to arrive in time to allow for the processing of proxies as provided for in Article 17 of the C.E.U. Constitution.

- (e) Voting at all membership meetings shall be by show of hands except where otherwise designated by these By-laws, or where a ballot is demanded by two thirds (2/3) of the members present and voting. Such ballot shall be taken in the manner directed by the Chairperson, subject to the approval of the majority of the members present and voting.
- (f) At any membership meeting of the Union unless a poll is demanded, a declaration by the Chairperson that a motion has passed unanimously, by a simple majority, or by a particular majority as specified in these By-laws, or defeated, and an entry in the Minutes to that effect shall be conclusive evidence of that fact, without proof of the number or proportion of the votes reported in favour or against that motion.

#### **ARTICLE 9 — Dues and Assessments**

- (a) The regular monthly dues for membership in this Union shall be one and three-tenths (1.3%) of a member's basic salary or wage. Overtime earnings or special allowance payments shall not be included in this calculation.
- (b) Defense fund: the Union shall establish a Defense fund. The revenue of the Defense shall be derived by a per capita assessment made on the monthly dues charged to each member pursuant to section (a) above. The assessment shall not be less than 0.25% of each member's basic salary or wage.
- (c) The monies in the Defense fund will be used for the following:
  - i) Strike pay, in the event of a strike or lockout. The process for setting strike pay amount is outlined in CEU Executive Policy;
  - ii) Funding for the items under the Legal Defense budget for defense undertaken on behalf of Members;

- iii) Funding for the cost of Medical Review Committee (under Article 22) for members who have been denied LTD benefits.
- d) Once per budgetary year, the CEU Executive Board may withdraw an amount from the Defense Fund Investment Income to be used for purposes referred to in By-Law Article 9 (c) (ii) and (iii) above, so long as this withdrawal does not exceed an amount equal to the prior years' Investment Income.
- e) The principal funds of the Defense Fund will never be withdrawn for the purposes of Article 9 (d) above.
- f) The CEU Treasurer will confirm the available Investment Income and will identify the proposed funding amount to be withdrawn to supplement the Legal Defence budget when presenting the proposed yearly budget to the CEU Executive. Any proposed amount must be approved by the Executive Board prior to withdrawal.
- (g) All Union dues become payable on the first day of each month.
- (h) Any member who becomes three (3) months in arrears in payment of their dues shall cease to be a member in good standing. When a member ceases to be a member in good standing they shall forfeit all of their privileges under the Constitution and By-laws.
- (i) When a member is no longer a member in good standing, they may re-apply for membership in the Union subject to the payment of one of the following penalties;
  - (i) a \$25.00 re-initiation fee or,
  - (ii) all dues owing plus the current months dues and a fine of \$5.00 whichever is the lesser amount.
- (j) In the event it is deemed necessary to levy a special assessment such action shall be decided at a General Membership Meeting or a Special Meeting provided that a minimum of ten (10) days written notice shall be posted on Union bulletin boards and said notice shall indicate the purpose and amount of the assessment to be proposed.

**ARTICLE 10 — Dispute Resolution Procedure**

As required by Article 13 (II)(c) of the C.E.U. Constitution the Dispute Resolution procedure shall be:

- (1) Any member may file a complaint against a member or members of the Union with the Chief of Labour Relations and Operations or a designate assigned by the Chief of Labour Relations and Operations or the Executive. The complaint must be filed in writing and must identify the respondent(s) along with the charges being made and the particulars of the complaint. A complaint must be filed within six (6) months from the date of the offence or the time the complainant became aware of the offence, whichever is later. Upon receipt of the complaint the Chief of Labour Relations and Operations or designate will send a copy of the complaint to the respondent(s) by registered mail and/or email.

(2) The Chief of Labour Relations and Operations or designate will assign a Complaint Investigator within twenty (20) calendar days of the receipt of a written complaint. The Complaint Investigator will review the complaint within twenty (20) business days of receiving said complaint and will determine:

1. If the complaint was filed in time; and
2. If there are sufficient grounds to establish a prima facie case for an offence under Article 13 of the Constitution; and
3. If the complaint is frivolous and/or vexatious.

(3) If the Complaint Investigator finds there are sufficient grounds to proceed see Article 10(9-17) below.

(4) If the Complaint Investigator finds that the complaint is out of time, that there are insufficient grounds to establish a prima facie case for an offence, and/or that the complaint is frivolous or vexatious, they may dismiss the complaint and shall issue a decision to all parties with these findings and the supporting reasons. Complaints that are frivolous or vexatious are a breach of this Constitution and By-Laws and any member who engages in the filing of such a complaint may be subject to discipline under Articles 10 and 13. The decision of the Complaint Investigator will be sent by registered mail and/or email to the parties and the Chief of Labour Relations and Operations. The complainant is entitled to appeal the decision of the Complaint Investigator within thirty (30) calendar days of receiving said decision. Any appeal must be submitted in writing to the President.

(5) If an appeal is not filed or is not filed within thirty (30) calendar days, the Complaint Investigator's decision is final.

(6) If an appeal is filed in time, the President will constitute an Appeal Committee of three (3) Executive members or their designates who are not involved in the matters at issue in the complaint. The Appeal Committee will review the appeal and any materials that were available to the Complaint Investigator.

(7) The Appeal Committee will issue a written decision concerning the outcome of the appeal with reasons to all parties within sixty (60) calendar days of the committee being constituted. Copies will also be sent to the President and Chief of Labour Relations and Operations.

(8) If the Appeal Committee upholds the appeal, the complaint will be referred to the Chief of Labour Relations and Operations. If the Appeal Committee denies the appeal, its decision is final.

(9) If the complaint is not dismissed, the Chief of Labour Relations and Operations or their designate will canvas the parties to identify if they would like to voluntarily enter mediation. If the parties elect to mediate a Mediator will be appointed and the parties to the complaint will attempt to arrive at an acceptable settlement within sixty (60) calendar days of the Mediator being assigned to the matter or being instructed to proceed by the ~~Business~~ Chief of Labour Relations and Operations, whichever is later.

(10) If there is a mutually agreed settlement, a written report advising of this fact will be completed and supplied to all parties, to the President and to the Chief of Labour Relations

and Operations or designate. Once a mutually agreed to settlement is reached that settlement is final and binding on both parties.

(11) If a mutually agreed settlement is not reached, or if the parties do not wish to mediate the complaint, the Chief of Labour Relations and Operations will constitute a Trial Committee that will hear the complaint within thirty (30) calendar days. The Trial Committee will be made up of members of the Executive or their designates who are not involved in the matters at issue in the complaint. The parties will be given at least twenty (20) calendar days' notice of the particulars of the complaint, the date and time of the hearing and the details of the trial process by registered letter and/or email.

(12) At the hearing the parties have the right to provide and call evidence, to examine witnesses, to present documents or other forms of evidence in support of or defence of the charges, and to be represented by a member of the union (or, in instances where the charges are serious, by a lawyer). The Trial Committee will advise the parties of these rights at the commencement of the hearing. Detailed notes of the hearing will be taken by a member of the Trial Committee. If a party fails to attend the hearing the trial will proceed and the Trial Committee will consider the evidence provided by those who are present.

(13) The Trial Committee will render a decision and will issue a penalty within thirty (30) days of the trial ending. Any decision made by the Trial Committee will be based on the evidence presented at trial. The parties, the President and the Chief of Labour Relations and Operations or designate will be advised of the decision by registered letter and/or by email.

(14) Where the respondent(s) is found guilty the Trial Committee may impose one or more of the following penalties:

- A) A warning;
- B) A suspension;
- C) A fine;
- D) An expulsion from membership;
- E) A requirement that steps be taken to address the conduct complained of, such as by completing a course; and/or
- F) An exclusion from holding an elected position with the Union for up to two (2) years.

(15) The decision of the Trial Committee and the penalty issued are subject to appeal by any of the parties within thirty (30) calendar days of the receipt of the decision. An appeal must be filed in writing to the Chief of Labour Relations and Operations or their designate. Implementation of any penalty will be stayed pending receipt of and/or resolution of the appeal. If an appeal is not filed within thirty (30) calendar days, the Trial Committee's finding(s) is final.

(16) If an appeal is filed within the timelines in Article 10(15), a three (3) person appeal panel will be struck by the President or their designate within thirty (30) calendar days of the

decision. The panel members will be selected from the executive in the following order subject to availability:

- Vice-President
- Secretary
- Treasurer
- Chairperson of the Shop Stewards Committee
- Directors in order of executive seniority.

Executive members will not become part of the Appeal Panel if they sat on the Trial Committee or are involved in the matters at issue in the complaint.

(17) The Appeal Panel shall review the written appeal and may set aside the decision of the Trial Committee and/or substitute its own remedy. The Appeal Panel may, at its discretion, hear new evidence and establish whatever procedures it considers necessary for the effective and fair disposition of the appeal. The decision of the Appeal Panel shall be final and binding.

#### **ARTICLE 11 — Affiliation**

The Union may affiliate with any other duly constituted organization formed with similar aims and objectives, and upon such terms as are considered just, equitable and proper by the Executive Board subject to the approval of the membership.

#### **ARTICLE 12 — Grievance Procedure**

At any step of the grievance procedure (Collective Agreement) all members shall be accompanied by their Shop Steward, or their alternate, or other appropriate Union representation.