

# DRAFT

Canadian Union of Public Employees Local 951, University of Victoria  
(Office, Technical and Child Care)  
POLICIES & PROCEDURES – February 2016

Requests for variances and interpretation disputes arising out of these policies and procedures are referred to the President and Treasurer for resolution, except for issues regarding the Full-Time Officers which are referred to the Vice Presidents for resolution.

## SECTION A: DELEGATES (also refer to Bylaws Section 17)

### EDUCATION:

**Training Priorities:** Basic courses for new Union stewards and officers including new bargaining committee members, executive members, committee chairs, and other specialized areas. Where possible, delegates will attend basic courses locally. Advanced courses for Union activists who have already completed basic courses and require further training at weeklong schools. Preference will be given to CUPE courses.

### CONVENTIONS/CONFERENCES:

**Priorities:** Conventions: The Local normally sends delegates to the CUPE B.C. Convention (every year), CUPE National Convention and B.C. Federation of Labour (every 2 years), and Canadian Labour Congress Convention (every 3 years). Conferences on topics that relate to priorities in the Local (e.g. Health & Safety, Bargaining, Library Workers, Union Counselling Return to Work and Accommodation, and Womens' Conferences, and Human Rights).

**Eligibility:** Delegates must meet the eligibility requirements described in Bylaws Section 17. Delegates will be expected to report back to other CUPE 951 members on the convention/conference proceedings (e.g. at a General meeting or "Lets Talk" or through the newsletter)

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### DELEGATE EXPENSES:

The intent of these guidelines is to cover reasonable costs incurred by members while on Union business attending courses, training seminars, conventions, conferences, district council meetings and other approved functions off-campus. Pet care expenses will not be reimbursed. Requests to cover emergency expenses will be considered on a case-by-case basis and brought forward to the General Executive Meeting for approval.

Local and long distance personal calls are covered to maintain reasonable contact with one's family while away on Union business [moved from E. Telephone]

Receipts are required for all expenses except personal vehicle km rate and per diems. If no receipt is available due to special circumstances a declaration providing an explanation may be accepted, signed by the member and authorized by the President and Treasurer.

## **TRANSPORTATION:**

Wherever possible, delegates are requested to travel together to minimize transportation costs.

**Personal Vehicle:** Expenses will be paid to and from the destination at the CUPE B.C. km rate (currently 55 cents km) with the maximum km not to exceed cost of airfare. There will be no additional payment for gas or the maintenance or repair of the vehicle.

**Rental Vehicle:** In exceptional cases, the rental of an economy class vehicle may be approved by the President and all relevant expenses including gas and insurance will be paid. The personal vehicle km expense rate cannot be claimed for a rental vehicle.

**Ferry/Bus:** Return ticket for passage (includes vehicle, driver, and any delegates who are passengers). Where a receipt covers more than one delegate, the names of the delegates are required on the travel claim.

**Parking:** Self-Park hotel parking, short-term airport parking etc. Valet parking is permitted where there is an equity, medical or safety reason.

**Air Travel:** Economy class airfare to and from the destination. Air travel requires approval by the President (or the Vice Presidents in the case of the Full-Time Officers) where the Ferry/Bus or Personal Vehicle options exist. Emergency situations must be submitted in writing with the receipt.

**Taxi/Bus:** Between the delegate's home or hotel and the airport, bus depot, train station etc. and between the hotel and the site of the event if no other means is provided either by the hotel or the Union. Personal sight-seeing is not covered.

## **ACCOMMODATION:**

Wherever possible, delegates ~~are requested to~~ will stay at a Union hotel which has preferred rates for a particular conference, convention or event, or a Corporate/Government rate. Delegates are not required to share accommodation. Hotel bills should itemize room, tax, and parking and may include internet and phone where there is a business reason. All other charges must be paid by the delegate at the time of checkout and should not appear on the hotel bill submitted for reimbursement.

## **PER DIEM:**

Per diems are intended to be a reasonable allowance to cover expenses (meals and sundries) while on Union Business and will be paid at the CUPE B.C. rate (currently \$86.00 for a full day; \$43.00 for a half day; \$17.00 per day where all meals are included). The full day per diem will be reduced by \$22 per day when lunch is provided.

Per diems for in-town Union business will be as follows: Breakfast \$18.00; Lunch \$22.00; Dinner \$42.00. Per diems for VIDC meetings on Saturdays will be: \$43.00 for those delegates requiring both breakfast and lunch and \$25.00 for those delegates requiring lunch only.

We do not ask members to keep or show receipts for meals and sundries but members are encouraged to consider returning the unused portion of their per diem when completing their claim form and if needed, by remitting a cheque to the Union Office.

**DEPENDENT CARE:**

Where members incur extra costs of dependent care while on Union business, these costs will be paid at the CUPE B.C. rate (currently \$15.00/hour to a maximum of \$225.00/day.) Expenses cannot be claimed for the dependant's regular day care, or if child-care is provided by another member of the immediate family, or if child-care is provided without charge by the event sponsor.

**ADVANCES:**

Advances will be paid to the delegates for per diems only, unless delegates make specific requests, in which case the amount of the advance will be based on the anticipated known expenses for travel, accommodation, per diem and dependent care. Delegates requiring more for other anticipated costs should notify the Treasurer immediately if the advance is to be adjusted. All delegates must complete an expense report after the event. Any unknown expenses will be reported on this form (e.g. personal vehicle km rate, parking or telephone calls made on union business). The Treasurer will reimburse the difference between the advance and the actual expenses after approval. If expenses are less than the advance, delegates will remit a cheque to the Treasurer for the difference.

## SECTION B: GOOD & WELFARE

### **BENEFITS ASSISTANCE:**

CUPE 951 members who have run out of paid sick leave and other paid benefits may submit a request form obtained through the office to the President or designate for assistance with the cost of their health & welfare benefit payments not including pension. The President or designate, must consult with the Executive Board, and may approve the payments to the University for a period of normally up to three months, which may be extended to a maximum of six months.

### **HARDSHIP ASSISTANCE:**

CUPE 951 members who suffer serious financial hardship as the result of extraordinary circumstances may submit a request form obtained through the office to the Executive Board for up to \$100 to provide immediate financial relief. Applications for hardship assistance outside this policy may be submitted to the Executive Board for consideration.

### **BENEFITS / HARDSHIP ASSISTANCE:**

Members seeking Benefits or Hardship Assistance should contact the President or designate. CUPE 951 members who have run out of paid sick leave and other paid benefits may request Benefits assistance. Those who suffer serious financial hardship as the result of extraordinary circumstances may request Hardship assistance. The President or designate will normally approve Benefits payments to cover health and welfare benefits (see below) or approve Hardship Assistance up to \$100 to provide immediate financial relief. The President or designate, must notify the Executive Board of assistance provided

- a) Payments to the University will cover the cost of health & welfare benefit payments not including pension for a period of normally up to three months, which may be extended to a maximum of six months.
- b) Applications for hardship assistance beyond the \$100 covered in this policy may be submitted to the Executive Board for consideration.
- c) All Benefits and Hardship payments will be documented confidentially in the Union Office to assist in financial audits.

### **CHRISTIE ADKIN / BETH LAWSON MEMORIAL:**

CUPE 951 will continue to promote the cause of organ donation and bone marrow donation in memorial to departed CUPE members Christie Adkin and Beth Lawson who demonstrated extraordinary courage in the face of huge medical challenges and inspired so many of us to become educated about the organ donor and unrelated bone marrow registries.

### **DONATIONS:**

Donations are made only to causes that are compatible with Union principles or which benefit the Local or our members. Current examples of acceptable donations are Victoria Labour Council Labour Day Picnic, UVIC Women's Conference and Operation Trackshoes (for persons with disabilities). Donations are not appropriate to sports organizations, health support associations, or private foundations except in the case of "In Memoria" donations of \$50.00 made to a charity of the family's choice). Donations of up to \$100 for causes may be approved by the President or designate in the event that the request comes at a time when the Executive

is unable to be contacted (i.e. when delegates at conventions are asked to pledge financial assistance to striking locals.)

## **GIFTS & CARDS:**

**Cards:** Sent to any member when the committee learns of the need.

### ***Recognition of Members***

For recognition, members will be invited to attend a general meeting; presentations will be made at the meeting. If a member cannot attend the meeting, a Union Officer will make the presentation in person at the member's place of work.

First year of service: (Coffee) gift card plus card "Have a coffee on us"

Members reaching the following service levels will receive a choice of award with a value not exceeding the number of years. Service is calculated according to the CUPE 951 Seniority list.

- 5 years of service
- 10 years of service
- 15 years of service
- 20 years of service
- 25 years of service
- 30 years of service

### ***Leaving at retirement (includes early retirement):***

- Members with up to 5 years of service - \$25.00
- Members with up to 10 years of service - \$50.00
- Members with up to 15 years of service - \$75.00
- Members with more than 15 years of service - \$100.00

Gifts for retiring CUPE staff representatives or CUPE BC or VIDC officers may be made according to the same formula if they have had a close relationship with and benefited the Local.

### ***Recognition upon completion of Union position as a Union Officer, Steward or Committee Chair:***

- Members who have served 4 or more consecutive years - \$75.00
- Members who have served 6 or more consecutive years - \$100.00

### ***Other circumstances:***

The Executive will evaluate special circumstances and report to the General Meeting.

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## **SECTION C: COMMUNICATIONS**

Communications between the Union and its members will be through a variety of means, including reports at General Meetings, printed notices, the CUPE 951 web page, social media accounts, and through electronic email on the CUPE 951 Listserv as appropriate. Priority will be given to information regarding local Union matters and/or information from affiliates that have been approved by the President or designate. Other information will be communicated from

time to time regarding causes that are compatible with Union principles or which benefit the Local or our members.

### **Privacy Policy**

We are committed to protecting the privacy and confidentiality of our members' personal information and to complying with the British Columbia Personal Information Protection Act, S.B.C. 2003, and c. 63 (PIPA).

Accordingly we maintain the following privacy policy to protect personal information you provide:

- a) Any information you give to an officer or representative of your Union will be held with extreme care and will not be used in ways that you have not consented to. If you choose to email us and provide personally identifiable information about yourself, we will not use the information for any purpose other than to respond to your inquiry.
- b) The University is required to provide your Union with your contact information. We use this to build the email listserv and phone trees. We will contact you by e-mail about union business and other information as outlined in Section C of our Policies and Procedures. We honour all unsubscribe requests, whether automatically or by email to [cupe951@uvic.ca](mailto:cupe951@uvic.ca).
- c) We do not sell, rent, loan, trade or lease any personal information collected by the local.
- d) Our web site logs are not personally identifiable and we make no attempt to link them with the individuals that actually browse the site.
- e) Where possible all information is stored locally or on certified Canadian-based servers. Due to the nature of the web, this is not always possible and some information may be directed through or stored on American servers subject to the USA PATRIOT Act (for example any survey completed through Survey Monkey)
- f) On our web site and social media accounts you will find links to third party web sites. Please note that we are not responsible for the privacy policies or content on third party sites.

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## **SECTION D: DEFENCE FUND**

The Trustees and/or the Treasurer will make recommendations to the Executive regarding the responsible, conservative investment of CUPE 951 funds. Examples of acceptable investments include term deposits in unionized financial institutions and bonds.

Acceptable Defence Fund expenses include:

- \* strike aversion campaigns and strike pay
- \* ~~Workers' Compensation Board appeals,~~
- \* mediation, arbitration, and other hearings, and appeals
- \* collective bargaining and negotiating,
- \* advanced training and specialized education expenses (e.g. legal education) ~~related to negotiations and the defence of our members~~ to a maximum of 30% of the annually deposited defence fund.
- \* other unexpected and urgent expenses related to protecting our members
- \* benefits and hardships assistance

The Defence Fund will be maintained at a minimum of \$500,000.00. If the fund drops below this asset level, the provisions of By-Law 6D will take effect to replenish the fund. The current deposit (cash on hand in chequing account) will be maintained at ~~\$30,000~~ \$50,000

Any amounts over ~~\$30,000~~ \$50,000 will be transferred monthly to a savings account and invested in a term deposit ~~every six months~~ annually. The Treasurer will report to the membership at each General Meeting a statement of Defence Fund revenue and expenses and provide ~~a quarterly report~~ regular reports of all investments.

In the event of strike action, strike pay will be paid out at a rate of \$40 per day per member for the first 10 days of a strike. The rate will be supplemental to the CUPE BC rate and members must meet the same eligibility guidelines as outlined by CUPE BC. At the discretion of the Executive Board, limited or focused strike action may be compensated with a percentage of wage of affected members.

Term Deposits held for the Defence Fund shall have staggered maturity dates. At maturity Term Deposits shall be "rolled over" for the best rate and term unless required for cash on hand. The object of staggered dates is to give the Local access to extra funds without paying a penalty for early cashing of fixed term deposits. Interest earned is to be retained in the Defence Fund.

## SECTION E: ADMINISTRATIVE AND OPERATIONAL

### DISPOSAL OF UNION EQUIPMENT:

The Trustees will regularly review equipment held by Local 951. Equipment which is no longer needed or is no longer usable is to be disposed of as follows:

1. Where equipment includes media storage (e.g. hard drives), it will be removed from the equipment where possible and effectively destroyed.
- ~~2. Unless otherwise directed by the Executive, any equipment with resale value exceeding \$50 will first be offered to the membership through a sealed bid auction. The highest bidder (or the member with the greatest seniority in the event of a tie for highest bid) will get the equipment.~~
3. Unless otherwise directed by the Executive, any equipment with resale value below \$50 may be auctioned, distributed to other locals or affiliates, offered to the University for disposal, donated to charity, or simply recycled where facilities exist, on recommendation by the Trustees and/or Treasurer.

(renumber above when item 2 removed)

### KEYS

Keys to the Union offices will be issued only as authorized by the President or Chief Steward or designate.

### OUT OF POCKET EXPENSES

The following positions are entitled to a monthly out of pocket expense cheque payments. These payments are intended to cover members' costs incurred while doing the business of the Local.

All Executive Board Officers except Members-At-Large - up to \$75

Deputy Chief Stewards - up to \$75  
Members-At-Large - up to \$25  
Trustees - up to \$25  
Stewards - up to \$25  
Return to Work and Accommodation Officers - up to \$25

It is the responsibility of each member to keep all receipts for these union business expenses, including but not limited to: meals, office supplies, internet, and parking.

~~These amounts are intended to recompense these positions in part for the time and personal resources spent in the service of the Local and to attend Executive meetings. Other authorized expenses incurred on behalf of the Local will be reimbursed by the Treasurer when an expense claim and receipts are filed.~~

### **UNION CREDIT CARDS**

Union Credit Cards are held by the President, Vice President, Chief Steward and Executive Assistant, with oversight by the non card holding Treasurer. Acceptable uses for the credit card include:

- booking flights and hotels for conferences and conventions or other union events
- paying annual fees to companies that do not accept cheques (e.g. web hosting)
- emergency expenses approved through consultation with at least two of the card holders.

### **OTHER EXPENSES** [new section created from text at foot of Out of pocket expenses section]

Other authorized expenses incurred on behalf of the Local will be reimbursed by the Treasurer when an expense claim and receipts are filed.



## **TELEPHONE**

The following positions are entitled to Union telephones or subsidies:

President — cellular plan or subsidy

Vice Presidents — cellular subsidy of \$25 per month

Chief Steward — cellular plan or subsidy

Stewards — cellular subsidy of \$25 per month

Executive Assistant — cellular subsidy of \$25 per month

The Executive may approve variations to this policy as deemed necessary.

Any Union Officer and the Executive Assistant may request a cell phone and data subsidy. Members may be required to provide a bill or statement from their service provider in order to qualify. Subsidies will be paid at \$25 per month and up to \$60 per month for the President and Chief Steward. All members receiving subsidies will have their number listed on the union website and other union correspondence.

All subsidies will be reviewed by the Executive Board annually. At the discretion of the Executive Board, exceptions may be made for individual situations on a case by case basis.

Local and long distance Union business calls are covered. Local and long distance personal calls are covered to maintain reasonable contact with one's family while on Union business. [moved to Delegate Expenses] All other personal long distance calls while not on Union business must be reimbursed to the Local.

## **UNION FLAGS**

CUPE flags owned by the Local may be used at rallies and other events that relate to CUPE campaigns, committees or policies or are otherwise compatible with Union principles. Use of flags may be approved by the President or designate.

## **UNION LEAVE**

Members who are elected or appointed as delegates to Conventions, Conferences or Educational opportunities, or elected or appointed to CUPE BC or CUPE National positions or committees or those of other affiliated organizations, and endorsed by Local 951, will be entitled to Union leave as required in order to fulfill their duties. Union leave for other purposes will be given due consideration by the Executive and, when approved, will be reported to the membership. When the Grievance Committee authorizes a grievance to be advanced to mediation or arbitration, the appropriate Union leave will be authorized by the President, Chief Steward or designate.

## **EMERGENCY PLANNING AND CRITICAL INCIDENT RESPONSE**

This policy is intended to assist the Union with the delivery of a timely and coordinated response to emergencies and critical incidents involving CUPE 951 members. Examples of such emergencies and incidents include but are not limited to the following occurring on campus: fire, gas leak, building collapse, robbery, assault, severe workplace accident, witnessing a homicide, suicide, or death of co-worker.

To assist with the implementation of this policy, the Union will make it a priority to keep membership information up-to-date, and will circulate to the membership and the University a list of the designated Union representatives who will be responsible for responding to such emergencies or incidents.

In the event of an emergency or need to respond to a critical incident affecting our members:

The President or designate will:

1. After becoming aware of a situation, confirm with the University's representatives the nature of the emergency or incident.
2. Contact the Chief Steward and chairs of the Health & Safety and Union Counselling committees and determine who should be part of the Union's response team.

The Union's emergency response team will:

1. Go to the location of the emergency or incident, make contact with the University response team and assist on site as necessary.
2. Identify to the CUPE 951 members affected that support is available, inform them of their rights, and ensure that no members are exposed or continue to be exposed to risks associated with the emergency or incident.
3. Conduct a 'critical incident stress management' session with the members affected as soon as possible.
4. Advise the appropriate members of the Executive and Stewards of the emergency or incident and provide information on both the University and Union's response.
5. Report to the membership as appropriate.
6. Consult with the members affected and the University representatives and develop a plan unique to the situation to identify and provide necessary ongoing support for the members.
7. Follow up on subsequent days with the members affected and the University and ensure that members are not required to work under unfavorable or hazardous conditions arising from the emergency or incident.
8. Ensure that records are kept on such incidents and review this policy annually.

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Amendments approved at the following CUPE 951 General Meetings:

- January 24, 2001
- September 24, 2003
- June 23, 2004
- September 22, 2004
- June 22, 2005
- June 28, 2006
- May 30, 2007
- September 26, 2007
- September 23, 2009
- September 29, 2010
- May 30, 2012
- April 24, 2013
- September 25, 2013
- [date to be determined]

Per diem, dependent care and km rates are adjusted automatically if there is an increase to the CUPE BC rates.