



Union Members Manual

2008 Edition

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Members Manual

Table of Contents

	Page
I. INTRODUCTION AND GENERAL BACKGROUND	2
How to Contact Your Union	2
What is CUPE	2
CUPE National Representatives	3
CUPE Locals	3
Union Dues	4
II. HISTORY OF CUPE LOCAL 4504	4
III. STRUCTURE OF CUPE LOCAL 4504	5
The Membership	5
The Executive	5
Trustees	6
Stewards	7
Committees: Bargaining; Labour-Mgt; Consideration; Health & Safety	7
IV. THE BARGAINING PROCESS	9
V. YOUR COLLECTIVE AGREEMENT	11
Protection from Discrimination and Harassment	11
Hours of Work and Promotions	12
Job Security	12
Overtime	13
Leaves and Benefits	13
Discipline	14
VI. GRIEVANCES	15
Types of Grievances	15
The Grievance Procedure	16
VII. MEMBERSHIP PARTICIPATION	16
How to Get Involved with Your Union	16

I. INTRODUCTION AND GENERAL BACKGROUND

The Canadian Union of Public Employees Local 4504 would like to extend greetings to all bargaining unit members and a special welcome to all new members. The purpose of the Member's Manual is to provide a guide to your Union and your rights as a unionized employee of Forward House of London. The manual includes a summary of the Local's history and structure, as well as a brief outline of your Collective Agreement, grievance procedures and bargaining process. For those not familiar with what a collective agreement is it is essentially a written document that spells out the relationship between workers and the employer. This document is a legally binding contract between the union (acting as the bargaining agent for its members), and Forward House of London. Some of the areas that the collect agreement cover are: wages, hours, working conditions, benefits, the rights of workers, and procedures to be followed in settling disputes and grievances if you feel you have been treated unfairly.

How to Contact Your Union

Please feel free to contact us through our website at www.4504.cupe.ca which lists e-mail addresses of the executive, stewards and committee members. A phone list of the union's stewards, executive and committee members should be available in each work location. If you prefer to use the mail we can be reached at: CUPE Local 4504, Box 39100, London, Ontario, N5Y 5L1.

What is CUPE?

The Canadian Union of Public Employees (CUPE) is the largest union in Canada encompassing 500,000 public service workers. CUPE is a democratic union in which the members make the decisions, set the policies, and run the union. CUPE was formed in 1963 by the merger of two unions, the National Union of Public Employees and the National Union of Public Service Employees. The driving force behind unionization was to enable workers to have a stronger, collective voice in their work place regarding issues such as wages and working conditions.

In our sector of social services CUPE continues to strengthen the collective voice of its members through the development of a centralized bargaining initiative. In 2007 CUPE Ontario and its Social Service Workers Coordinating Committee played a central role in developing a joint employer-labour coalition to address the underfunding of community social service agencies. This coalition has lobbied the provincial government to reinvest in the sector which resulted in a commitment by the province of \$200,000,000 over a four year period. Further pressure by the unions has resulted in the province reducing the time period of investing this \$200,000,000 in funding from four years to three. This money is meant to address issues such as: increased workload, violence and stress for front line workers; high staff turnover rates that adversely impacts on the quality of services; and gaps in services for vulnerable people.

CUPE National Representatives

CUPE maintains a network of National Staff representative throughout Canada to assist the various union locals. CUPE National Representatives are trained in several areas and provide this expertise to locals in matters that include: contract negotiations, grievance meetings, external liaison and membership communication. The National Representative maintains an active role in the business of our Local (CUPE Local 4504) and can assist us in accessing a number of resources that our national union provides us including: researchers; health and safety experts; equity specialists; lawyers and sector specialists (i.e. developmental services). These people provide us not only with expertise but they continue to lobby various levels of government to improve our working conditions and wages through a variety of campaigns.

CUPE Locals

CUPE was built by workers just like you. In group after group they got together to form local unions in order to have a strong collective voice in their workplaces. Local are the basic unit of CUPE, and there are more than 2,650 across the country with membership ranging from 20 to 20,000 members. The members of each CUPE local (including your 4504), by majority vote, set the structure and by-laws of the local, as well as the collective agreement which governs the workplace of each local. Proposed changes to the agreement are presented to management by elected representatives (see bargaining committee), and after negotiations, a contract or collective agreement is reached. Once a collective agreement is established between the union and the employer, the union ensures that it is not violated by management. If an agreement satisfactory to both parties cannot be reached, the case is referred to an impartial arbitrator (see grievances).

All support worker job classes at Forward House (SWII, Awake Staff, SWI Full time, SWI Guaranteed and Casual workers) are members of CUPE local 4504 and are under one Collective Agreement (the members of local 4504 are thus referred to as a “bargaining unit”). As a member of local 4504 it is important to remember that you are the union. You elect the local’s representatives, who volunteer to help the local in the goal of working together to improve our workplace. By working with other CUPE locals to improve working conditions and wages we can help to stabilize the workforce in the developmental services sector which ultimately benefits the people we support.

As a union member of CUPE you do not have to deal with your employer alone you have the support of your elected local stewards and union executive who have the legal right to deal with your employer for you. As a CUPE member also have the resources provided by the national union through staff service representative who have expertise in negotiations, grievances, health and safety, job security and many other areas.

Union members also enjoy important rights under the Ontario Labour Relations Act that are not available to workers in non unionized workplaces.

Union Dues

Union dues are paid by each member to finance the union's operations. Dues levels are established by the local and are set at 1.5% per month of a member's gross salary. A portion (0.85%) of the union dues are paid to the National Union and the remainder (0.65%) stays with the local. The dues paid to the National Union support the specialized services each local receives, each local's national staff representative, as well as a National Defence Fund which provides strike pay and supports other programs which defend and protect CUPE members.

Local dues are used to pay for the costs incurred in the daily operation of the union as well as for training the locals volunteers who serve as Stewards, executive members and Trustees. Union dues are also essential in defending your rights as union members as they are used to pay for the cost of arbitrations that may arise when the union and management cannot resolve an issue and need an outside third party to do so. A portion of union dues are used to fund CUPE's coordinated bargaining campaign which as previously mentioned before resulted in the Ontario government into increasing funding to developmental services. For CUPE members this has meant significant wage increases which were unheard of before the coordinated bargaining initiative. Members should note that all dues are 100% tax deductible... so remember to claim them when filling out your taxes.

II. HISTORY OF CUPE LOCAL 4504

Unionization of support workers at Forward House of London began in January of 2001 with some initial discussions among employees. Interest in bringing a voice to the concerns of the workers and sense of fairness were the primary concerns of the movement. This was coupled with several years of conservative government cutbacks to the human services sector which created the climate to undertake a serious drive for unionization. The union received official designation as the sole and exclusive bargaining agent for the workers of Forward House by the Labour Relations Board on April 3rd 2001. This was as a result of a majority of workers voting to support unionization on March 8, 2001. CUPE Local 4504 ratified its first contract in January of 2003 and since that time has had three more contracts, the current of which will expire on March 31, 2009.

III. STRUCTURE OF CUPE LOCAL 4504

The Membership

All support workers working at Forward House of London (SWII; SWI -permanent, guaranteed and casual; as well as Awake Night Staff) are covered by the provisions of the CUPE local 4504 Collective Agreement. The highest authority in the Union is you the members. General Membership Meetings are held six times a year (this information is posted on our website and published in January). All major decisions are voted on at these membership meetings. Elections of the executive members are held every three years with candidates being nominated at a General Membership Meeting. Members set bargaining priorities (via surveys), elect our representatives and through secret ballot voting and have the final say on any changes to the collective agreement which determines your wages and working conditions.

The Executive

The Executive is made up of your coworkers and are elected by the membership every three years. The Executive consists of five positions: the President, Vice President, Recording Secretary, Secretary Treasurer and the Sergeant at Arms. The Executive are not paid (all positions are voluntary) and are responsible for overseeing the daily business of the local in between general meetings. Some of the duties and responsibilities of the executive are:

President

- the chief administrative officer and spokesperson for the Local
- ensure that officers perform their duties
- serves as the primary contact with the employer
- chair of Executive and General Membership meetings
- May be required to serve as an Acting Union Steward

Vice President

- If the president is absent or incapacitated, perform all duties of the president
- May render assistance to the board
- Can act as the spokesperson for the Local in the president's absence
- May be required to serve as an Acting Union Steward or the Acting President on occasion.

Recording Secretary

- Chief recording officer of the Local
- Keeps a full account of all executive and membership meetings

- Keeps an accurate record of the membership
- Maintains the Local's files
- Prepares meeting agendas in consultation with the president
- May be required to serve as an Acting Union Steward or as the Acting President on occasion.

Treasurer

- Receive and receipt all monies of the Local
- Maintain the Local's accounts
- Prepare financial reports for executive and membership meetings
- At the end of the fiscal year, prepare a financial statement and budget for the upcoming year
- Submit books and records to the trustees yearly
- Records funds forwarded by Forward House to the National Secretary-Treasurer
- May be required to serve as an Acting Union Steward or as the "Acting" President on occasion

Sergeant at Arms

- Maintain the record of membership attendance at all meetings
- Responsible for voting procedures
- Duties include assisting other executive members to complete projects
- May be required to serve as an Acting Union Steward or the "Acting" President on occasion.

Trustees

Trustees are responsible for acting as an auditing committee on behalf of all the members. The Trustees are responsible for:

- Completing an audit of the local's ledgers and accounts annually and make a report on it.
- Complete an audit of all of the union's equipment, property.
- Complete an audit of attendance records.
- Ensure that all monies are not paid without proper consultation or membership authorization (in accordance with the local's bylaws).
- Trustees may sit at executive meetings but in a non-voting capacity.

Stewards:

Stewards are essentially the Union's grassroots representatives. Stewards are volunteers who are trained and backed by your CUPE local. The job of a steward is to help deal with, and settle, any questions, complaints or grievances that members might have with respect to the collective agreements. At some point everyone has problems at work and your stewards are trained by your CUPE local (4504) to help you resolve problems such as:

- Abusive supervisors or co-workers
- Sexual or racial harassment
- Non-payment for overtime or shift work
- Work Scheduling
- Vacation or holiday scheduling
- Being passed over for training and promotions
- Workplace health and safety problems
- Unfair discipline and dismissal

Stewards have the legal right to investigate problems during working hours. Employers are obliged to deal with problems that the stewards bring to their attention. If you are interviewed or asked to give written statements on matters that may lead to possible discipline you have the right to consult with a steward before doing so. If management is unwilling to resolve a problem in a manner that acceptable to you (through the complaint or grievance process), the union has the right to bring the case before an arbitrator (an outside third party) for a decision that is legally binding on the employer and the union. Stewards cannot solve every workplace problem. But they can help to solve a lot more issues than individuals working on their own.

Committees

Our local has a number of committees comprised entirely of volunteers who work tirelessly on behalf of you the membership of CUPE local 4504.

Bargaining Committee

The bargaining Committee is responsible for negotiating the collective agreement between the union and Forward House (further details about the bargaining process please see Section IV of this manual).

- Made up of the Local president and two members elected to the committee by you... the general membership of CUPE Local 4504.

- The committee must be composed of at least one part time and one full time bargaining unit member.
- The committee is responsible for surveying the membership to get input to develop a bargaining proposal. In this way all members influence the priorities for bargaining with Forward House.
- The committee is then responsible for presenting these proposals to the employer during contract negotiations.
- The committee is responsible for making *recommendations* to the membership concerning contract ratifications and the timing of strike votes

Labour Management Committee

The labour management committee consists of 3 union and 3 management representatives. The union is represented by the local president and two members who are elected by you the general members of the union. In accordance with the locals bylaws there must be at least one full-time and one part-time member. The purpose of this committee is to:

- Forward the “global” concerns (i.e.: can affect anyone in the bargaining unit) of the members to management. Bargaining unit members may submit their concerns to the committee at their place of work, via our website, or by phone.
- The committee then advocates on behalf of the membership to support these concerns. At times when issues have been raised management has responded by developing or modifying existing policies that are not covered in the collective agreement. Members should note that the committee is not able to renegotiate the contract but may bring forth unforeseen concerns that the contract may have created for discussion.
- The committee cannot make agreements with management that contravene the collective agreement and may chose to refer any major decisions regarding supplementary agreements to the membership for a decision at a general meeting.

Consideration Committee

This committee consists of four members elected by you the membership of the local. The duties of this committee may include:

- visiting members who are ill or send some token of the Local's concern and desire to help, whether the member is at home or in hospital
- extend a note of congratulations to a member in the event of a marriage, birth, or upon the receipt of a special recognition;

- extend the Local's condolences in the event of the death of a member or one of his immediate family and make other appropriate gestures in accordance with custom or the wishes of the family concerned;
- In order to assist the committee in doing its job, please pass on any relevant information concerning: weddings, births, illness, or deaths of a member or their family. Please refer to the local's directory in the union binders or on our website (www.4504.cupe.ca) for details on how to reach a member of the committee.

Health and Safety Committee

Forward House is required by law to make all necessary provisions for the occupational health and safety of its employees. Specifically, as an employer with twenty or more employees Forward House is required to have a joint Health and Safety Committee. The committee is co-chaired by a member of management and a member of the union. The committee is also composed of one certified member from each management and the union. The Health and Safety Committee members are elected by the workers in each of the programs (however the union has the right to directly appoint a representative should it deem this necessary).

The union's Health and Safety Representatives conduct monthly inspections of the locations that they are assigned are responsible to work with management to ensure that all reasonable precautions are taken to ensure the safety of workers. Forward House is responsible to ensure that Health and Safety training is provided in the use of special equipment (such as lifts and lancets, arm guards etc) and that training and guidelines are provided for working with individuals that may at times be aggressive. If you feel your health or safety is in danger, or you have not been given adequate health and safety information, you have the right to consult with a Health and Safety Representative. As Developmental Services Workers we do not refuse to work with someone that may have challenging behaviours because this is just one aspect of our jobs. However, like any other worker we do maintain the right to refuse to work in an unsafe environment where there may be exposure to toxic substances; electrical hazards; or any other such dangers that may injury workers or the people we support.

IV. THE BARGAINING PROCESS:

As mentioned earlier in this manual, a collective agreement is a legal contract that covers all: wages, hours, working conditions, benefits, rights of workers and unions, and procedures to be followed in settling disputes and grievances. This agreement has a limited term (usually 1-3 years) and at some point will reach an expiry date. When the term of a collective agreement is nearing its end the Local's Executive will set up an election for a new Bargaining Committee who is responsible for negotiating the collective agreement between the union and Forward House

The bargaining committee is formed with the local's President and two other members who are elected by you, the general membership of the union. The composition of the committee must include at least one full time and one part time member. All union members in good standing can be nominated to be members of the bargaining committee. The bargaining committee then develops a survey that is sent out to each member who can indicate what they would like to see improved in the collective agreement. Once the surveys are completed and returned, the committee then takes the information to determine what issues are important to majority of the local's members. This information is then used to develop a contract proposal which is presented to the management of Forward House of London who in turn present the committee with their own proposal for changes to the agreement.

The union bargaining committee along with our CUPE national representative negotiate with Forward House and their legal counsel to determine changes to wages, hours and other conditions of employment. If bargaining breaks down and the two sides agree they may benefit from having a third party present a conciliator may be brought in from the Ministry of Labour to help. Conciliation is a process which attempts to resolve labour disputes by compromise or voluntary agreement. By contrast with arbitration, conciliators do not bring in a binding terms or awards and the parties are free to accept or reject their recommendations.

If the bargaining committee believes that negotiations have resulted in a fair offer by the employer they will hold a ratification vote and recommend that the general membership vote to accept the proposed contract. In this way every member of the union local has the right to have their say in determining the conditions at their workplace and accepting or rejecting the employers offer. If the majority of the membership votes "YES" to accept the employer's offer the contract proposal is then ratified and the proposal will now form the basis for the new CBA (Collective Bargaining Agreement) for the workplace.

If the bargaining unit votes to reject the offer there are two things that may happen. The membership of the local may direct the bargaining committee to try to resume negotiations with the employer, or the membership may chose to hold a strike vote. A strike vote is the last stage in collective bargaining process and happens only when all other means have failed and the two parties cannot reach an agreement. A strike cannot take place unless a strike vote is held and the majority of the members wish to strike. At times strike votes are held prior to bargaining to show employers how serious the union membership feels about its key bargaining issues which in turn gives the union more power at the bargaining table. CUPE has a good track record in managing to successfully settle in the range of 97% of its negotiated contracts without the need for striking.

V. YOUR COLLECTIVE AGREEMENT

Your Union exists to help make your life at Forward a little easier. The terms and conditions of our jobs as support workers are governed by the Collective Agreements between the Union and Forward House. Once a Collective Agreement is negotiated and settled it is then printed and distributed to the various programs.

Your Collective Agreement outlines your rights and obligations as a Forward House employee. As you read through your Collective Agreement, there are two things to keep in mind. First, you should always act on any work-related problem you may have in a prompt fashion by making an oral or written complaint to the appropriate level of management. For example, you may believe you are not being called for shifts or being unfairly treated in any number of ways. It may just be an oversight by your supervisor that is easily worked out. It is best to try to address these situations within the designated seven day time frame to try to resolve the issue or you may legally forfeit your right to file a complaint. Second, and most importantly, your Union is here to help. If you are having a problem, give a union representative a call and they can offer confidential advice and represent you in your dealings with the employer. The union representative will help fill out the necessary forms to register your complaint or assist you in finding a solution.

What follows is a summary of some of the key provisions of your Collective Agreements. For specific language, you should consult your Collective Agreement.

Protection from Discrimination and Harassment

Article 4.01 of the Collective Agreement provides for protection against discrimination, interference, restriction, coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion transfer, layoff, recall, discipline, discharge, or in the administration of any of the provisions of this Collective Agreement by reason of any grounds prohibited under the Ontario Human Rights Code, nor by reason of the employee's membership in the Union or Union activity as authorized by this agreement. Article 4.02 of the Collective Agreement provides for protection against harassment by stating that "the employer and the union agree that no form of harassment will be allowed in the workplace. Harassment is defined as vexatious comment or conduct that is known or ought to be known to be unwelcome. Where the alleged harasser is the victim's supervisor, any complaint can be filed at the next level of management.

Hours of Work and Promotions

Hours of work guidelines are outlined in **Article 15** of the Collective Agreement and include a detailed explanation of the scheduling and call-in process. Please review the procedures in the articles concerning scheduling and call-ins and note that they follow different processes.

All union members should note that they may not work more than thirteen (13) hours consecutively in accordance with the collective agreement and Employment Standards. For example, if you are working a 4-12 shift with a sleepover and you need to be up constantly with a client you must phone the supervisor/on call person prior to reaching the 13 hour limit so they can have you relieved by 5:00am.

Postings and promotion procedures are outlined in Article 13 of the collective agreement. New members should note that part time Guaranteed Hour postings are filled on the basis of seniority only. Full time positions are awarded based on a competition that has consisted of a written test and oral interview. In cases where the scores from these two elements are relatively equal among candidates, seniority becomes the deciding factor (under the terms of the collective agreement). The Union maintains a record of job postings which members are free to examine. If you have any questions regarding the process please ask a steward or other union representative for assistance.

Job Security

Probation

New employees at Forward House are on probation (see **Article 12**) for their first 480 hours of work. Probationary employees in any workplace including Forward House are considered employed on a “trial basis”. This means that an employee on probation may be discharged or disciplined at the “sole discretion of the employer, provided however that such a termination not be exercised in a manner which is arbitrary or in bad faith”. The significance of this for probationary employees is that they may be discharged based on a lesser standard than an employee who has passed their probationary period as long as it is not deemed to be “arbitrary or in bad faith” (i.e.: discriminatory).

Seniority

Seniority see **Article 12**) is the basis of the layoff/bumping/ postings (part time) and vacation provisions. The usual "*first in, last out*" system applies. Everyone earns seniority equally in that seniority increases based on your actual hours worked. The more you work the more seniority you accrue...the system is the same for everyone. During a leave of absence for illness or maternity you continue to accrue seniority for up to a year. After that point, your seniority is frozen. Full time staff serving as acting

supervisors do not accrue seniority (nor can they exercise their union rights) as they are temporarily working outside of the bargaining unit. Seniority is transferable from part time to full time positions within the bargaining unit. Four times a year (January 31st, April 30th, July 31st, and October 31st) the seniority list is posted. Every member should check the list to be sure that seniority is accurate. If you do not agree with the seniority credit given by Forward House, then you should ask to have it corrected and grieve if it is not. The Union may also grieve inaccuracies where persons are given more seniority credit than is due.

Overtime

Overtime guidelines are outlined in **Article 16** of the Collective Agreement. After working for eight (8) hours employees are entitled to overtime at one and one half (1 ½) times their regular rate. Employees who are forced (not volunteer) to stay for a sleepover shift after a 4-12 shift are paid overtime at one and one half (1 ½) times their regular (awake) rate. Likewise, if an employee is forced to stay after working a sleepover are also paid at a rate one and a half (1 ½) times their regular rate. Full time employees are paid overtime at one and one half (1 ½) times their regular rate after working forty (40) hours a week. Part time employees are paid overtime at one and one half (1 ½) times their regular rate after working 44 hours a week.

Leaves and Benefits

Securing greater benefits remains a priority for the Executive and the bargaining committees for the future. Significant gains were made in our original collective agreement when the union bargained for and won the right for time part time employees to be granted the same paid bereavement leave and Statutory Holidays as full time employees. During this initial negotiation the union also secured a percentage (5%) in lieu of sick days for all full time employees that did not exist prior to unionization. Members of the union are currently entitled to the following forms of leave and benefits (as outlined in **Article 20**):

- Sick Leave: (paid benefit for Full Time employees 6 days/yr.)
- Bereavement Leave (paid for specific scheduled shifts of both part time and full time bargaining unit members...see agreement for exact details)
- Health and Dental Benefits (paid for Full time... part time staff receive a 5% payment in lieu of this benefit which can be used to purchase benefits from Forward House)
- Pensions: For all permanent SW 2 employees, participation in the Employer pension plan is optional after three (3) months of employment. The employee must contribute a minimum of 2% of wages per calendar year; the Employer will contribute 4%. For all part time SW 1 employees, participation in the Employer pension plan, on the above terms, is optional after two (2) continuous years of employment.

Discipline

Article 11 of the Collective Agreement commits Forward House to the principle of progressive discipline which guarantees that employees are clearly informed (by verbal or written warning) of any disciplinary action. In theory, the goal of progressive discipline for an employer is not intended as a punishment for an employee, but rather, to assist the employee to overcome performance problems and satisfy job expectations. The management at Forward House uses four basic levels of progressive disciplinary steps:

- 1. Verbal warning:** First stage of discipline at Forward House. It is possible for an individual to receive more than one verbal warning about a similar issue before being given the next stage of discipline depending on circumstances surrounding the issue.
- 2. Written Warning:** Second stage of discipline at Forward House, may be given for repeat offences or even in a first time situation if it is regarded as serious. It is possible for an individual to receive more than one written warning about a similar issue before being given the next stage of discipline.
- 3. Suspension:** Usually 1-5 days in most cases however there is no specific limit.
- 4. Dismissal:** Obviously this is the final stage of discipline...can be used as part of a sequence of disciplines; or in extreme cases when management views the severity of the alleged infraction to be so great that it

Employees are required to be accompanied by a Union representative to any disciplinary meeting in order that your rights are respected under the terms of the collective agreement. As well, the Union is supplied with copies of all disciplines and memos that could possibly lead to further disciplinary actions involving members. These documents are then used as comparators to make sure that all disciplines are applied in a fair and equal manner. In the past your local has managed to have the level of discipline of members reduced by comparing such documents. The union together with the employer holds all information on discipline in strictest confidence.

VI. GRIEVANCES

Belonging to a union and having a collective agreement ensures that the terms of the agreement are observed in the workplace. Sometimes, however, this is not the case and differences arise in the interpretation, application, administration, or alleged violation of the collective agreement. At this point, the grievance procedure is used to formally discuss and resolve these problems. The grievance procedure should not be viewed by either the members or management as an attack on a manager or the organization. The grievance procedure (**Article 9**) is designed to ensure that employee complaints are remedied as quickly as possible, and that solutions are acceptable to both parties.

If you think you may have the basis for a grievance, or simply need some clarification regarding some of the terms of the collective agreement and your rights as an employee, a good place to start is with your steward. Stewards are knowledgeable about the collective agreement and the grievance procedure, and act as liaisons between your union executive and all members. You can also contact a member of the union executive if a Steward is not available. All matters pertaining to grievances are discussed in confidence.

Types of Grievances

There are three basic types of grievances, involving different numbers of employees and different grievance procedures.

Individual grievances

An individual employee with a complaint pertaining to violation of the Collective Agreement constitutes an Individual Grievance.

Group grievances

Two or more employees alleging violation of the Collective Agreement constitutes a Group Grievance.

Policy grievances

A Policy Grievance involves a difference arising between the Union and Forward House as to the interpretation, application, or alleged violation of a specified provision or provisions within the Collective Agreement.

The Grievance Procedure

The grievance procedure is a series of actions which are taken to remedy the grievance (disagreement) that the union or a union member may have with management. If the grievance is remedied at any level of this process, the remaining actions of the grievance procedure are not carried out.

Complaint Stage: Prior to filing a grievance with the Union, an employee must first advise their supervisor within seven days after “the circumstances giving rise to the complaint have originated or occurred” (i.e.: you have 7 days after the issue). This can be in the form of a written complaint signed by the employee and a union steward, or a discussion between the employee and the supervisor (if the employee would like a steward present this can be arranged). The supervisor then has five days to respond the complaint and offer a solution or an explanation acceptable to the employee.

Grievance Stage: If the response of the supervisor is not satisfactory to the employee they have the right to have a union steward assist them in filing a written grievance (signed by the employee and a steward) with Forward House of London. A meeting with the Executive Director, Supervisor, Grievor, and a Union Representative will be arranged within seven days to discuss the grievance. The Executive Director will deliver a decision to the grievor and the Union within ten days of the meeting.

Arbitration: Failing settlement of the grievance, the Union and the grievor may take the grievance to arbitration. Simply defined, arbitration is a method of settling disputes through the intervention of an outside third party whose decision is final and binding. When arbitration is required, a written request must be delivered to the other party, together with a nominee for arbitrator (the cost of arbitrators are shared by Forward House and the Local). The two nominees will select a mutually acceptable Chair of the Board of Arbitration within ten days, or the Ontario Minister of Labour will appoint an impartial Chair. The Board of Arbitration (one to three members) will reach a decision which was unanimous or reached by a majority of the board members. If this is not possible, the decision of the Chair will be final. The decision of the Board of Arbitration is final and binding upon both parties.

VII. MEMBERSHIP PARTICIPATION

How to Get Involved with Your Union

The effectiveness of a union depends upon the strength of the Local as a whole. The more active members a union has, the more it can accomplish. There are a variety of ways in which members can contribute to union activities. General Membership Meetings are the most important meetings of the Union. Any member-in-good-standing can attend, participate, and vote on matters which directly affect your interests. Elections, contract proposals, ratification and strike votes, education motions, political

issues, and a myriad of other decisions are taken at membership meetings. Your comments and suggestions are always welcome, and your participation will ensure that CUPE 4504 continues to reflect the interests of you, the member. The quorum for a general membership meeting is no fewer than 7 members in good standing. If there is not a quorum for a meeting the business of the union may not be conducted. This may include voting on funding to send union representatives to training to learn how to better defend your rights as a member of the local. As you can see your participation in general meetings has a direct impact on you and your workplace.



Although it is the legal obligation of the union to uphold and enforce the collective agreement this cannot be done unless you the members are familiar with the agreement and file complaints when it is being violated. Occasionally, issues arise that are not covered by the collective agreement and it is important for you as a union member to convey your thoughts and concerns about these issues to the union members of the labour-management committee. The committee can then discuss them with management to see if they can find a resolution that works for both the union and management.

Keeping informed with what is going on in your union is important and can be done on your local's website at www.4504.cupe.ca. The website contains information about your local as well a number of links to other resources and websites including: employment standards, health and safety, labour websites, the employee assistance program, and the Forward House scheduling site. If you register your email address with the local, updates will be sent to you regarding union meetings and activities. If you would like a CUPE email address to use to receive your locals news please register online at our website or at www.cupe.ca. By using the forwarding option on your CUPE email account you can also have email sent to your CUPE address which then automatically routes it to your home email address. This allows you to keep your home address private while having the convenience of checking only one e-mail address to receive both your personal and union e-mails.

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