



LOCAL 500

CANADIAN UNION OF PUBLIC EMPLOYEES

POLICY

As amended and approved by Central Council December 21, 2015

Approved by CUPE National President July 12, 2016

INDEX

Appointments to Other Organizations	16
Arbitration Nominees	3
Attendance	5
Audit	3
Audit - External	3
Bonding - Signing Officers	9
Caucus Procedure	5
Child Care & Special Needs Expenses	3
Conventions, Schools and Conferences	4
Credential Distribution	5
Donations to Charities	12
Education	7
Employee Negotiations	10
Expenses - Leave of Absence	11
Grievances - Practice & Policy Regarding Handling of Grievances	13
Guidelines - Article 20-12 & 20-13 - City of Winnipeg Agreement	15
Guidelines for Persons Holding Elected Positions	18
Honorariums	11
Labour Management Committee	10
Local 500 Harassment Prevention Policy	19
Local 500 Hiring Process	17
Local 500 Staff Negotiations	10
Miscellaneous	9
Parking	12
Per Diem	12
Per Diem - Education	7
Per Diem - Winnipeg Area (Conventions, etc.)	7
Per Diem - In Province (Conventions, etc.)	7
Per Diem - Out of Province (Conventions, etc.)	7
Policy Review	12
Promotional Items	13
Steward Recruitment	8
Stewards	8
Terms and Working Conditions - President Local 500	
Appendix "B"	
Appendix "C"	

ARBITRATION NOMINEES

That Local 500 give an Honorarium of \$100.00 a day towards union nominees on arbitration cases.

AUDIT

The Trustees shall audit the books of Local 500 on a semi-annual basis. This is to be done at the call of the Trustees. Leaves of absence may be necessary and arranged accordingly.

AUDIT - EXTERNAL

That the Local have an external audit of its financial records and that the external audit be conducted at the financial year end which is November 30.

CHILD CARE & SPECIAL NEEDS EXPENSES

Any members attending Central Council or elected or appointed by Central Council to attend a union function (i.e. meetings, schools, conventions, conferences), when they would not have normally paid child care expenses, will be reimbursed for receipted expenses to the following maximums:

1. For children under six years of age - twenty five (\$25.00) dollars per half day per household and fifty (\$50.00) dollars per full day per household.
2. For children six years of age and up to twelve years of age - fifteen (\$15.00) dollars per one-half day per household, thirty (\$30.00) dollars per full day per household.
3. For 24-hour overnight care for children sixteen years and younger - fifty (\$50.00) dollars per day per household.
4. For evening meetings - fifteen (\$15.00) dollars per household.

Expenses of special needs persons will be considered on an individual basis, accompanied by a receipt.

All claims must be receipted with signatures of child care provider (not from the same household) and the claimant. These are to be submitted to the Local 500 Treasurer and will be paid monthly.

CONVENTIONS, SCHOOLS AND CONFERENCES

1. Who is Eligible to Attend

- (a) A member must be in good standing at the time of selection for the convention delegates.
- (b) Central Council assures that each unit is represented at CUPE National Convention.
- (c) Any member who has 75% attendance at each of the regularly scheduled Central Council, Table Officers and Executive of Central Council meetings to which the member is eligible to attend in the year prior to the Central Council meeting at which the call to convention is read.
- (d) If a member must be absent from meetings due to sickness, vacation or work, he/she shall either contact the Local 500 office during working hours or a member who will be in attendance at the meeting. This person will be considered as present. No changes will be made after the meeting is adjourned.
- (e) Central Council will sponsor the Local's allotment of credentials to the CUPE National Convention.

Central Council will sponsor the Table Officers, Special Assignments Officers, the Chair of the Resolutions Committee and one representative from each Unit not represented by a Table Officer or Chair of the Resolutions committee. (The number sponsored by the Local will be limited to the number of credentials allocated to the Local.) Convention policy applies.

- (f) Central Council will sponsor the following to the CUPE Manitoba Convention: the Table Officers, Special Assignments Officers, Chair of the Resolutions Committee and one representative from each Unit not represented by a Table Officer or Chair of the Resolutions Committee. Convention policy applies.
- (g) CUPE Local 500 will sponsor only the President or his/her alternate to all out-of-town Canadian Labour Congress Conventions. All in-town convention requests will be subject to approval by the Table Officers of Local 500.

- (h) Special Assignments Officers shall attend schools, conferences and conventions when authorized by the Table Officers and in accordance with their Collective Agreement.

2. How the Credentials Shall Be Distributed

- (a) To the Table Officers, according to rank, plus the Resolution Committee or other such person deemed necessary by Central Council.
- (b) One Credential for each Unit in the order of the Unit's average size from the largest Unit to the smallest Unit, that does not have a member on the Table Officers or has been given delegate status re: 2(a).
- (c) From there on, one to each Unit, in the order of their average size, from the largest Unit to the smallest Unit; and continuing in this matter until the supply of credentials is exhausted.

3. Attendance

- (a) The Local 500 Warden or his/her designate shall be the Warden for the Local's delegates at all Conventions.
- (b)
 - (i) Delegates and observers are expected to attend all conventions sessions.
 - (ii) If authorization to be absent is not received, the delegates/observers shall be expected to reimburse the Local/Unit for all appropriate expense money received or billed.

4. Caucus Procedure

- (a) The President or his designate shall be authorized to call caucus meetings of convention delegates and observers. Local 500 delegates and observers shall caucus at least once during each convention.
- (b) Caucus shall support the Local's pre-convention position on issues but will have the latitude to deal with said issues if the convention presents amended positions.
- (c) Resolutions, policy statements or any current matters that might be the subject of controversy at convention may be dealt with in caucus.

- (d) All delegates and observers shall follow caucus decisions. Caucus may decide and have the authority to allow delegate(s) to adopt a position contrary to caucus.
- (e) All caucus positions arrived at shall be by a majority vote of delegates and observers in attendance and such majority decision shall be binding.
- (f) The Convention caucus shall report on all Conventions to Central Council.

5. Money Paid by Local 500 for Members Sponsored by Central Council

- (a)
 - (i) That all credentialed delegates representing Central Council to conventions will be sponsored by Central Council, except national servicing representatives.
 - (ii) All requests for hotel and transportation reservations made by Central Council for the Units shall be the financial responsibility of the Units.
 - (iii) Lost wages shall be paid by Local 500. Lost wages shall be deemed to include only actual money lost to the member. A member on vacation or compensating time, attending Union business, shall be reimbursed for this upon receipt of verification.

If a shift worker chooses to attend Local 500 business and also to work on his/her regular shift, he/she will not be paid lost wages. Overtime pay lost due to Local 500 business will not be paid for by Local 500.

- (b) Local 500 will pay all the registration fees incurred by the delegate attending the convention.
- (c) Local 500 shall pay transportation to and from conventions at the following rates:
 - 1. Conventions outside Manitoba shall be booked through the CUPE National Travel agency at the most economical rate available.

2. Within Manitoba, mileage will be paid/calculated to members using the Winnipeg Union Centre as the starting point to destination. Members may depart from any location they choose. Mileage will be paid at the same rate as CUPE National, currently fifty-one (\$0.51) cents per kilometre. The mileage rate will change in accordance with the CUPE National rate. Members who travel by bus, will be reimbursed upon receipt for bus fare.
 3. No transportation will be paid for inside the Winnipeg area.
 4. A member when travelling out of province alone will be reimbursed for all legitimate receipted ground travel expenses.
- (d) The per diem rates paid by Local 500 will be as follows:
- (i) In the Winnipeg area \$40.00 per day.
 - (ii) In province \$65.00 per day for the number of days of the convention, plus one day and the cost of single room accommodation for the number of days of the convention.
 - (iii) Out-of-province \$85.00 per day for the number of days of the convention, plus one day and the cost of single room accommodation for the number of days of the convention.
 - (iv) Schools will be paid at the rate of \$30.00 per day where board and room are paid for by Local 500, for the number of days of the school, plus one day.
 - (v) Insurance arrangements will be made and paid for by Local 500 for sponsored individuals travelling to and from conventions and schools.
 - (vi) Central Council will sponsor Local 500 Executive members to a maximum of two (2) weekend schools.

EDUCATION

1. That Local 500 will consider a maximum of one member each year to the Labour College to the extent of lost wages. The said member must receive a scholarship. It is understood that the members must be in the 21st module of the Steward Learning Series and be recommended by the Shop Stewards, Education and Rapid Communications Committee of Local 500.

2. Central Council will sponsor up to two persons on a 50/50 cost shared basis to the CUPE week-long school providing they meet the following criteria and upon approval from the Table Officers:
 - (a) never taken the course before
 - (b) must be a union activist
 - (c) must have 75% attendance at eligible meetings
 - (d) must have attended one 2-day CUPE course in the previous 12 months.
3. Local 500 can sponsor one person per Unit to Winnipeg Labour Council week-end schools.

STEWARDS

1. To be eligible to be a steward in Local 500, a person must:
 - (a) be a member in good standing;
 - (b) be elected by the members he/she represents or appointed by the Executive of Local 500.
2. Local 500 Shop Steward Guide/Toolkit

All new Local 500 stewards will be provided with a shop steward guide/toolkit that details important information about the Local's structure and the role of a shop steward.
3. Steward Education
 - (a) Introduction to Stewarding

Local 500 will sponsor and cover all related costs for any steward to attend the Introduction to Stewarding Course. The Local Executive may limit the number of sponsored stewards per year based on other budgetary demands.

To be eligible to attend the Introduction to Stewarding, a person must:

 - (i) be a current steward or a current Local 500 table officer or unit officer;

- (ii) complete and return the Local 500 Steward/Contact Information Sheet contained in the steward guide/toolkit.

(b) Steward Learning Series and other CUPE workshops

Stewards may be sponsored to additional steward training and workshops through their respective Units (except for Affiliate members who may request to be sponsored by the Local).

To be eligible to attend the Steward Learning Series and/or other CUPE workshops, a person must:

- (i) be a current steward or a current Local 500 table officer or unit officer:
- (ii) have completed the Introduction to Stewarding Course.

MISCELLANEOUS

1. Any member from an Affiliate body requesting to attend any schools and conferences shall do so by submitting their written request to the Local 500 President.
2. The Local will sponsor the President or his/her designate to other related meetings, schools, conferences and conventions, subject to the approval of the Table Officers.
3. That authorization be given to the President to arrange time off for any Local 500 member for union business, providing he/she has the concurrence of any four Table Officers.
4. All the signing officers of Local 500 are to be bonded.
5. Any member of Local 500 who is seeking election or has been elected to, or accepts any appointment to any labour organization or related organization that person shall notify Local 500 and where requested by the Table Officers shall seek the endorsement of Central Council.
6. The Local shall update and mail out union membership cards on a bi-annual basis.

LOCAL 500 STAFF NEGOTIATIONS

1. Committee Structure

(a) The Committee shall consist of three (3) members, including:

Chairperson - 1st Vice-President, Local 500

Two (2) members of the Executive recommended by the President.

The Committee will be ratified by the Table Officers, Executive Committee and Central Council.

(b) Negotiation Procedures

The President of the Local will advise the Local's Negotiating Committee of the timing of the Collective Agreements coming due, i.e.; SAO's, President's and COPE 342.

The Committee, in consultation with the Table Officers, will be responsible for preparing the Local 500 proposals.

Submissions for proposals for the negotiations of the special assignment officers and clerical negotiations of Local 500 be submitted to the President of Local 500 for final approval by the Table Officers of the Local in conjunction with the Local's negotiating committee as stated in the Local 500 policy. If a member from a unit submits a proposal, that particular unit's president will be notified.

The Committee will report to and consult with the Table Officers during the negotiating process.

(c) Approval Process

Tentative agreements will be voted on by the Table Officers, Executive Committee and Central Council.

The tentative agreement may not be amended.

2. Labour Management Committee

The Committee shall consist of three (3) members.

- 1st Vice-President
- 2nd Vice-President
- Non-Table Officer member of the Executive Committee.

The Committee will be approved by the Table Officers, Executive Committee and Central Council.

EXPENSES FOR MEMBERS ON AUTHORIZED EXTENDED LEAVE OF ABSENCE FOR UNION BUSINESS

1. Extended leave of absence is any period of time longer than one (1) day but does not include leave of absence for meetings.
2. A daily per diem rate will be paid to cover out-of-pocket expenses for members, and full-time officers who are directly carrying out full-time duties for Local 500.
3. Car allowance shall be paid at the same rate as the Local 500 agreement where applicable.
4. Expense statements shall be submitted on Local 500 expense forms, bi-weekly or once per month, or at the conclusion of the leave of absence, whichever is shorter.
5. Members on authorized leave of absence shall be under the direction of the President or his designate.

HONORARIUMS

All honorariums shall be paid annually in the month of November as follows:

1 st Vice President	\$900.00
2 nd Vice President	\$700.00
Secretary-Treasurer	\$1,200.00
Recording Secretary	\$750.00
Warden	\$600.00
Trustees	\$200.00

PARKING

When a per diem is paid, the parking reimbursement will be eliminated.

- (1) Committee Meetings - committee chairpersons will be reimbursed by the Local upon receiving parking receipts;
- (2) Executive and Table Officers Meetings - to be reimbursed by the Local upon receiving parking receipts;
- (3) Casual Leave of Absence - to be reimbursed by the Local upon receiving parking receipts;
- (4) Extended Leave of Absence - to be reimbursed by the Local bi-weekly upon receiving parking receipts.

PER DIEMS

That any members elected by Central Council to attend meetings receive a per diem as follows - \$20.00 per full day, \$15.00 per half day, to be paid bi-weekly; \$15.00 expenses per evening meeting to be paid annually in the month of November. That any head steward from an Affiliate body attending Central Council, receive a per diem of \$15.00 per meeting.

POLICY REVIEW

That Local 500 policy be reviewed every two years by the Constitution Committee.

DONATIONS TO CHARITIES

1. Local 500's Trustees are responsible for screening charitable appeals and to make recommendations to the Table Officers, Executive, and Central Council, in that order.
2. The Trustees of Local 500 will make their recommendations based on:
 - (a) The public relations value that the Local would receive.
 - (b) What other benefits the Local would gain over and above public relations and whether the organization that is appealing for funds is supportive of the trade Union movement.

- (c) That charitable appeals, by charitable organizations located in Winnipeg area be given first consideration.

PROMOTIONAL ITEMS

1. Local 500 Union pins, etc. will be used to recognize members achieving 25 years of service. Such items will also be used for donations to charitable fundraising events, and other events such as the Annual Civic Bonspiel.
2. The Local's President or a designated Table Officer will make decisions regarding such donations.

LOCAL 500, CANADIAN UNION OF PUBLIC EMPLOYEES PRACTICE & POLICY REGARDING HANDLING OF GRIEVANCES

1. At the Step 1, Immediate Supervisor Level

Step 1 of Article 13 of the grievance procedure requires employees to take up grievances with their immediate supervisor. The employee may have the assistance of their Shop Steward or representative of the Union, for example Unit President. This Step must be completed before proceeding further. Employees who want their grievance to proceed to Step 2 of the grievance procedure should submit a written grievance form or other written statement of grievance to the Union offices.

2. Initial Submission of Letters of Grievance

Union staff have the authority to send written grievances of members or Union grievances to the City.

3. At the Step 2, Department Head Level

Where staff or any affected member feels that a grievance should not be supported by the Union, they may take the matter up at their Unit meeting. A grievance may be discussed and dealt with at any Unit meeting after it is filed until it is resolved. Staff or any affected member may appeal the decision or disposition of the Unit to the Executive Committee of Central Council and the Executive's decision shall be final and binding. Maximum appeal time shall be thirty (30) minutes for the member presenting at Executive Committee.

4. Direct Referral to the Executive Committee

Notwithstanding the foregoing, Staff may refer a grievance directly to the Executive Committee of Central Council for its decision, which shall be final and binding. (Examples of reasons for this are: timelines, previous decisions on same issue, more than one Unit involved, over all interests of the Union).

5. At the Step 3, Arbitration Level

The following By-Law of the Local governs:

The Executive Committee shall have the final authority in submitting a grievance to arbitration. The Executive Committee shall consider submitting to arbitration any grievances denied at Step 2 of the Collective Agreement. If deemed necessary, the Executive Committee shall arrange for and give notice to the grievor and the Staff Representative to make submission to the Executive Committee prior to the decision being made. After due process and consideration the decision of the Executive Committee shall be final and not subject to appeal.

6. General

Members appealing to the Executive Committee may do so with or without legal or other representation. Members choosing to be so represented do so at their own expense. The Labour Relations Act provides that members who

feel the Union has breached its duty of fair representation may apply to the Manitoba Labour Board for remedy.

GUIDELINES REGARDING THE APPLICATION OF ARTICLE 20-12 AND 20-13 - CITY OF WINNIPEG AGREEMENT

ARTICLE 20-12 - CUPE EXEMPT POSITIONS:

Employees who are successful for promotion or transfer to a CUPE Exempt position and successfully complete the probationary period as specified in Article 12-5 of the Agreement, shall retain their seniority in the bargaining unit to the date of leaving the unit.

1. For any temporary posting for six (6) months or less, the successful applicant would continue to maintain seniority in the CUPE Bargaining Unit and would continue to pay Union dues to Local 500;
2. For CUPE Exempt positions which are bulletined for greater than six (6) months, the successful applicant would not accrue seniority in the CUPE Bargaining Unit from the date that she/he was appointed to the exempt position;
3. In cases where a CUPE member decides to return to their previous classification in the CUPE Bargaining Unit within six (6) months of receiving the CUPE Exempt position, they shall be governed by Article 12-13 of the Collective Agreement;
4. When a CUPE Exempt position is bulletined for the purpose of filling a vacancy that has occurred due to maternity/parental leave, the successful applicant will continue to maintain and accrue CUPE Bargaining Unit Seniority for the period of time that the maternity/parental leave extends. This extension of time limits is contingent upon the successful applicant continuing to pay Union dues to Local 500;
5. It is understood that the only time that an employee occupying a CUPE Exempt position is allowed to come back into the CUPE Bargaining Unit, would be in cases of downsizing and when the employee's position is being eliminated from the establishment. In this case, the only seniority that the affected employee will be in a position to utilize is her/his previous CUPE Bargaining Unit Seniority up to the time that they entered into the CUPE Exempt position;
6. CUPE Exempt employees will not be considered for CUPE job postings until all CUPE applicants have been considered for the position(s).

ARTICLE 20-13 - WAPSO POSITIONS:

Employees who are promoted or transferred to a position within another civic bargaining unit, shall retain their seniority to the date of leaving the unit for a maximum period of six (6) months or such period as may be agreed to by the City and the Union.

1. For any permanent WAPSO rated position bulletined and filled with a CUPE member, the successful applicant shall retain CUPE Bargaining Unit seniority for the first six (6) months of that appointment. Upon successfully completing her/his probationary period, the employee will then either:
 - continue in the WAPSO position and sever all rights to return back into her/his previous position in the CUPE Bargaining Unit;
 - return to their former position in the CUPE Bargaining Unit.

The above-noted choices would apply to both temporary and permanent positions that are in WAPSO that CUPE members are successful for.

2. When a CUPE member is successful to fill a WAPSO vacancy that has occurred due to a maternity/parental leave, that member will be allowed to maintain and accrue seniority in the CUPE Bargaining Unit for the duration of the maternity/parental leave contingent upon that member continuing to pay Union dues to Local 500.

LOCAL 500 HIRING PROCESS

This policy will apply to the hiring of all staff positions where Local 500 is the Employer. This will include but not be limited to the hiring of clerical staff and Special Assignment Officers (SAO's). The purpose of this policy is to provide a clear, consistent, fair and transparent hiring process.

Hiring Process:

1. A "Selection Committee" will be formed for each position that is under consideration. This Committee will consist of the Local 500 President and the two highest ranking available Table Officers. A Staff person (SAO or Clerical) will also be assigned to the Committee as determined by the President. The President shall consider areas of expertise and diversity when making the selection of staff person.
2. The President and the two Table Officers of the Committee shall have voice and vote. The Staff Person will have voice only.
3. It is expected that where a conflict of interest may exist a member of the "Selection Committee" shall have the opportunity to remove themselves from the process. In which case, the next ranking Table Officer shall take their place. Under no circumstances will any person involved in the hiring process be an applicant to the position being considered.
4. The "Selection Committee" will develop the job descriptions, job bulletin, interview questions, criteria for short listing applicants and all other pertinent details relative to the hiring process.
5. The "Selection Committee" will be free to seek input/advice from any source deemed appropriate. This could include but not be limited to Special Assignment Officers, Local 500 Clerical Staff, CUPE National Servicing Staff and previous/current incumbents to the position under consideration.
6. The "Selection Committee" will conduct all interviews, check references and make the final selection. Where possible the selection should be made by consensus.
7. The President of Local 500 will prepare a motion to the Table Officers recommending the acceptance of the selected candidate. This motion will then go for approval to the Executive of Local 500 and to Central Council of Local 500.

GUIDELINES FOR PERSONS HOLDING ELECTED POSITIONS

- I. It is understood that elected Officials of Local 500 may accept paid positions in the Labour Movement. The following guidelines shall apply:

Local 500 Special Assignment Officer (SAO)
 - a. A SAO holding any elected position within the Local may continue to do both until the probation period is over. If they remain in the SAO position they must resign their elected position.
 - b. A SAO may retain their elected position and have voice but no vote during their probation period. Should a conflict arise then the SAO shall have the opportunity to remove themselves from the discussion.
 - c. SAO's are encouraged to delegate the duties of their elected position until such time as their elected position is filled.

- II. Canadian Union of Public Employees (CUPE) National Servicing Representatives
 - a. Temporary National Servicing Representatives
 - i. Temporary National Servicing Representatives may retain their elected positions under the following conditions.
 - ii. Where the temporary position is servicing Local 500, they shall have voice but no vote.
 - iii. Where the temporary position is servicing outside of Local 500, they shall retain voice and vote.
 - b. Permanent National Servicing Representatives holding any elected position within the Local may continue to do both until the probation period is over, under the following conditions:
 - ii. Where the position is servicing Local 500, they shall have voice but no vote.
 - iii. Where the position is servicing outside of Local 500, they shall retain voice and vote.

- iv. They are encouraged to delegate the duties of the elected position until such time as their elected position is filled.
- v. If they choose to remain in the servicing position at the completion of the probation period, they must resign their elected position.

III. Other Labour Organizations

- a. Person receiving a leave of absence from their employer to accept activist positions with other Labour Organizations may retain their elected position until their probation period is over. If they remain in the position they must resign their elected position.
- b. They shall retain voice and vote in the absence of any conflict of interest.
- c. Where a conflict of interest exists, the rights, roles and responsibilities of the elected position shall be suspended during the conflict.
- d. They are encouraged to delegate the duties of the elected position until such time as their elected position is filled.

- IV. The above Guidelines Shall Be Administered and Applied by the Local 500 President as the Local's Presiding Officer.

LOCAL 500 HARASSMENT PREVENTION POLICY AND PROCEDURE FOR DEALING WITH HARASSMENT COMPLAINTS

1. **STATEMENT OF PRINCIPLES**

- 1.1 CUPE Local 500 firmly believes that union solidarity is based on the principle that union members are equal and deserve mutual respect at all levels.
- 1.2 CUPE Local 500 takes seriously its responsibility to ensure that all union functions are free of harassment and disrespectful behaviour and that an environment is created in which every member is valued. The expectation is that all members of CUPE Local 500 have a responsibility to create and support a union environment that is free of harassment by complying with this Policy while participating in any union activity.

- 1.3 This Policy will apply to members of CUPE Local 500, for member-to-member complaints of harassment that take place within a union setting. This will include any Local 500 event and/or any event in which a member is participating on behalf of Local 500. Any workplace harassment complaints must be dealt with through the grievance procedure and/or the Employer's Respectful Workplace Policy.
- 1.4 The Harassment Prevention Policy is not intended to discourage or prevent a member from exercising his/her rights under the CUPE Constitution, Human Rights Code, and/or any other legal rights pursuant to any other law.

2. **DEFINITIONS**

- 2.1 Harassment is a course of abusive conduct or comment that demeans, humiliates, or embarrasses a person, and that a reasonable person should have known would be unwelcome. It may be a single incident or continue over time. Harassment includes, but is not limited to:
- verbal abuse;
 - actions such as touching or pushing;
 - comments such as jokes and name calling, or bullying;
 - displays such as posters and cartoons;
 - abuses of power such as threats or coercion.
- 2.2 The Manitoba Human Rights Code prohibits harassment and discrimination related to the following characteristics: ancestry, race, ethnic or national origin, nationality, political belief, religion, family status, sex, including pregnancy, age, marital status, sexual orientation, source of income, and physical or mental disability.
- 2.3 CUPE Local 500 is committed to ensuring that there shall be no discrimination or harassment as defined by the Manitoba Human Rights Code and the Manitoba Workplace Safety and Health Regulation 217/2006.

3. OMBUDSPERSONS

3.1 There shall be one (1) ombudsperson selected from each of CUPE Local 500's Units and one (1) selected from the affiliates of Local 500. The selection process shall be as agreed upon by the Local 500 Executive. These ombudspersons shall receive comprehensive training in all aspects of harassment and shall be offered opportunities for ongoing training on this issue.

4. PROCEDURE

4.1 Early Problem Resolution

The objective of early resolution is to resolve any situation or conflict as soon as possible, in a fair and respectful manner, without having to resort to the complaint process. Every effort should be made to try to resolve the problem early with open communication and in a cooperative manner. The following options are available:

- The member may choose to ask the other party to stop the offensive behavior. While this may be difficult, it can be an effective way of stopping the unwelcome behaviour.
- If the member is uncomfortable with approaching the other party, they may contact an ombudsperson to confidentially discuss a complaint of offensive behaviour. The member may choose to make either an informal or formal complaint.

4.2 Complaint Process

4.2.1 Informal Complaint

If the member pursues an informal complaint, the informal methods will be:

4.2.1(i)

The ombudsperson will convene a meeting of both the member-complainant and the other party and will facilitate a discussion between these parties. The main focus of the meeting will be to discuss the impact of the reported action, behaviour or incident on the member-complaint and to reach agreement on a restorative resolution of the complaint.

4.2.1(ii)

If the member-complainant is not comfortable with a face-to-face meeting and/or the other party is not agreeable to such a meeting:

- The ombudsperson will discuss with the other party the reported action, behaviour or incident of harassment, and the member-complainant's proposed resolution to the complaint; and
- The ombudsperson will report back to the member-complainant the other party's response to the complaint, their agreement to the proposed resolution and/or other suggestions the other party may have for resolution

4.2.1(iii)

Other informal methods that are proposed by either party and are agreeable to both parties may also be used.

4.2.1(iv)

If the other party fails to accept any informal method, the member-complainant may choose to pursue a formal complaint.

4.3

Formal Complaint

If the complaint is not resolved by one of the informal methods or if the member-complainant wishes to pursue the complaint formally, then the following steps will occur:

4.3.1

The ombudsperson will review with the member-complainant the procedures for addressing the complaint:

- A CUPE constitutional charge, as per the CUPE National Constitution, Article B. VI.
- The CUPE Local 500 procedure that follows below.

4.3.1(i)

If the member-complainant chooses the CUPE Local 500 procedure, he/she will submit in writing to the ombudsperson a detailed, signed letter of complaint that describes what took place, when it took place, and the date and time at which it occurred. It will also include the names of any witnesses to the event/incident, as well as the resolution the member-complainant is seeking.

4.3.1(ii)

The ombudsperson will review the complaint with the other party and will explain the CUPE Local 500 procedure for addressing it. The other party will be asked to respond in writing within fourteen (14) days.

4.3.1(iii)

The ombudsperson shall inform the CUPE Local 500 table officers as soon as possible of the existence of a complaint and the need to strike a Complaint Review Committee (CRC).

4.3.1(iv)

No details of the complaint will be shared with the table officers, unless either party in the complaint is a table officer. In that case, he/she must declare themselves in conflict of interest for the striking of the CRC and leave the room while it is done.

4.3.1(v)

The CRC will consist of three (3) ombudspersons, none of whom shall be an ombudsperson who was involved in attempting an informal resolution under this Policy. A staff person shall be assigned to act as a resource to the CRC. The staff person shall be either the Local 500 Special Assignments Officer assigned to Human Rights/Respectful Workplace or the Equality Representative from the Regional Office.

4.3.1(vi)

The CRC will meet to review the written complaint and the other party's response to it. The CRC will talk with the member-complainant and the other party and, if necessary, contact witnesses named in the complaint and the response. The CRC will strive to complete its investigation and report in a timely manner.

4.3.1(vii)

The member-complainant and the other party shall be kept informed as to the progress of the complaint under this procedure.

4.3.1(viii)

Once the CRC has investigated the complaint, they will determine whether harassment has occurred, and if so, will recommend an appropriate resolution. The resolution may be a dismissal of the complaint if the CRC deems no harassment occurred. If the CRC finds that harassment did occur, recommendations for resolution may include: an apology by the harasser; counseling, training, and/or other education; and any other resolution deemed appropriate. These recommendations will be made to the table officers who will be responsible for implementing them.

4.3.1(ix)

The CRC will contact the member-complainant with its conclusions and recommendations and then will inform the other party.

5. **CONFIDENTIALITY**

5.1 CUPE Local 500 will not disclose the name of a complainant or an alleged harasser or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint, taking corrective action with respect to the complaint, or as required by law.

All information relating to verbal and written complaints shall be kept strictly confidential, except as described above.

6. **POLICY AND PROCEDURES REVIEW**

This policy and procedure shall be reviewed within eighteen (18) months of its implementation in order to determine its effectiveness and to make any necessary amendments. After eighteen (18) months, the policy and procedure will be reviewed at least every three (3) years or sooner if required.

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