

## **The Union By-Laws**

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## **Preamble**

Unifor Local 4504 has been formed in order to improve the social and economic welfare of its members and to manifest its belief in the value of the unity of organized labour and to exercise this fundamental right of Canadian society.

In their resolve to give proper balance to the administration of this Union, to set out the duties and responsibilities of its elected officers, to give direction and reason to its committees, and to ensure the opportunity for their own participation and support in its activities, the members of this Union do now establish these By-Laws for its government.

## **Article 1 – Name, Address, and Definitions**

- 1.01 There is hereby constituted a Union to be known as Unifor Local 4504 and in the By-laws, Union shall be the abbreviation for Unifor Local 4504 and its members employed in the SALAC and GLTA Union Group by or at the University of New Brunswick's Fredericton campus.
- 1.02 University shall mean the Corporation of the University of New Brunswick as incorporated under Chapter 63 of the Acts 22 Victoria (1859), as amended, and continued by the University of New Brunswick Act (1968) and as amended.
- 1.03 Employee shall mean a person employed by the University of New Brunswick Fredericton campus and is represented by the Union Group currently including the SALAC and GLTA.
- 1.04 Union Group refers to those groups of employees in classifications represented by the Union and certified for collective bargaining by the NB Industrial Relations Board. Currently the groups are SALAC and GLTA.
- 1.05 Unit(s) shall mean the group(s) of employees represented by the Union within certain worksites of job classifications as set up in accordance with the By-Laws and found in Article 8.
- 1.06 By-Laws shall mean the regulations governing the Union. The Constitution of this Union shall be the Constitution of the National Union, Unifor, and these By-Laws shall be in all respects subordinate to said Constitution and all applications and interpretations thereof.

## **Article 2 – Objectives**

- 2.01 The objectives of the Union are:
  - a) To ensure that our Union belongs to its members, is driven by their common goals, and provide ample opportunities for democratic participation;
  - b) To ensure that every member receives equal treatment under the Collective Agreements;
  - c) To promote, conduct and safeguard collective bargaining and to strengthen practices of more broadly based bargaining;
  - d) To moderate Labour relations and bargain collectively between the employer and employees of the bargaining units;
  - e) To ensure that our Union is committed to the principles and practices of democratic unionism;
  - f) To create and preserve a safe environment free of discrimination and harassment;

- g) To ensure fair treatment, dignity and respect at work, and to promote solidarity, equity and non-discrimination in the workforce and in doing so ensure equality regardless of race, age, color, marital status, sexual orientation, gender identity, disability, religion, political affiliation or place of origin;
- h) To protect and strengthen our rights at work and to make workplaces more democratic;
- i) To strive for safe and healthy work environments;
- j) To guarantee accountability and transparency in our decision making and our actions;
- k) To co-operate and work with other Unions having similar interests and objectives;
- l) To responsibly manage the financial assets of the Union and protect the Union's assets, funds and other property;
- m) To provide opportunities for workers not in regular employment situations to join our Union;
- n) To ensure that our Union Executive Board reflects the diversity of our members and communities;
- o) To provide opportunities for education and development so that our members build awareness and analysis, and get more involved in the Union and their communities;
- p) To provide support to those in need;
- q) To build our Union's presence in the community and encourage our members to be involved in all aspects of community life;
- r) To be broadly politically active at the municipal, provincial and federal levels and to mount issue-based campaigns;
- s) To fight for social and economic reform by giving priority to good jobs, equality and social justice.

### **Article 3– Membership**

3.01 A member is represented by the Union and who has signed a membership card and paid the initiation fee of \$1.00 and is considered a member in good standing. A member in good standing does not have monthly dues in arrears, and does not have their membership revoked. A member in good standing remains in good standing even while out on extended leave, including maternity/paternity leave and Long Term Disability.

3.02 Each member in Good Standing has the right to nominate and vote, express opinions on all subjects before the Union, to attend all membership meetings and express views, arguments and opinions on all matters and business, including candidates for office.

3.02 Each member shall meet and assemble freely with other members and generally, to participate in the activities of the Union in a responsible manner consistent with good conscience in order to present and discuss factually and honestly the issues upon which the membership must base its decisions.

3.03 These rights shall at all times be subject to: the rules of procedure for governing meetings; other rules and regulations contained in the Constitution and Union By-Laws; and other official rules of the Union.

3.04 A member in exercising their Union rights and privileges:

- a) shall not take any irresponsible action which would jeopardize or destroy, or be detrimental to either the Union or National Union as organizations, or their free democratic heritage;
- b) shall not interfere with the performance by this Union of the National Union of its legal or contractual obligations as a collective bargaining agent;

- c) shall not interfere with the legal or contractual obligations of this Union as an affiliate of the National Union.

3.05 Violation, or abuse of Union rights and privileges of membership, or engaging in conduct prohibited in Article 3.04, may be grounds for the commencement of a charge against a member pursuant to Article 18 of the National Union Constitution.

3.06 The Union membership shall strive to:

- a) obtain the objectives set forth in these By-Laws and in the Unifor Constitution and additional objectives as established as the policy of the National Union;
- b) to maintain free Union relations with other organizations;
- c) to do all in its power to strengthen and promote the labour movement;
- d) to co-operate with National Board Members and National Representatives and help promote organizational activities.

3.07 In addition the Union may open its membership by amending these By-Laws to establish a Community Chapter of which the By-Laws establishing a Community Chapter shall express the objectives of the Community Chapter and define the membership to be included in the Union through the Community Chapter. The By-Laws shall also specify the right of members in Community Chapters to participate in the activities of the Union, what rights Community Chapter members have and the limits of members in Community Chapters to voice and/or vote in Union affairs and structures, as well the services the Union expects to provide members in Community Chapters. The Union shall submit these amended By-Laws to the National Executive Board for approval.

#### **Article 4 – Meetings**

4.01 Membership General Meetings shall be those meetings of the Union’s membership held once each quarter, around January, April, June and October, at a time and place announced by the Executive Board at least fourteen (14) days in advance and except when the Biennial Election Meeting intervenes. Mobile devices should not be used during the Membership General Meetings

4.02 Biennial Election Meetings shall be those meetings of the Union’s membership held every two years in January except when special circumstances arise.

- a) Such special circumstances shall include the year in which the collective agreement expires, and the January following should the Collective Agreement not be ratified at that time. On these occasions, elections will be not less than six (6) months from the date of ratification, and held during a Membership meeting.
- b) Biennial Election Meetings will include the election of the Executive Board Officers in addition to the Union’s regular monthly business which otherwise and ordinarily would have been conducted at the membership meeting in that month.
- c) Mobile devices should not be used during Biennial Election Meetings.

4.03 Special Meetings may be ordered by the President, or a majority vote of the Executive Board, or requested in writing and signed by no fewer than ten percent (10%) of the membership. The President shall immediately call a special meeting when so requested and shall give as much time notice as possible

of the special meeting and the question(s) to be considered. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.

4.04 The Executive Committee, as defined in Article 7.01, will conduct monthly meetings as called by the President or by three (3) of the other Committee members who shall also notify the President. Mobile devices should not be used during Executive Committee Meetings.

4.05 The Executive Board, as defined in Article 7.02, will conduct monthly meetings and mobile devices should not be used during Executive Board Meetings.

4.06 Union Meetings Order of Business, or such similar order as deemed necessary or required by the Executive Board, will consist of:

- a) Roll Call of Officers
- b) Reading/display of the Minutes of the previous meeting
- c) Matters arising out of the Minutes
- d) Introduction and welcoming of new Members
- e) Treasurer Report
- f) Communications and Bills
- g) Reports of Committees and Delegates
- h) Unfinished Business
- j) New Business
- k) Adjournment

#### **Article 5– Order of Business and Parliamentary Authority**

5.01 Rules of Order – In all matters of rules and order of business not regulated by these By-Laws, Bourinot’s Rules of Order shall prevail.

5.02 Motions which involve matters affecting the finances of the Union, and changes of Rules, Policies or By-Laws require a minimum of fourteen (14) days’ notice of motion before a vote can be called on the matter. The notice of motion must include the proposed wording of the motion to be considered, where breach of confidentiality is not at stake.

#### **Article 6 – Quorum**

6.01 When any meeting is properly posted in advance and in accordance with these By-Laws, the necessary quorum will be the number of qualified members who attend, but among them there must be three (3) or more Officers of the Executive Committee.

6.02 When correspondence is sent to the membership via e-mail between regular meetings, and a question is asked of the membership, quorum will be derived from the number of members who respond to the question, so long as there is a minimum of thirty percent (30%) of the membership who respond.

#### **Article 7 – Executive Officers and Powers of Administration**

7.01 The Executive Committee shall reflect the equity principles of the Union and consist of the following Officers:

- a) President;
- b) Vice-President (SALAC);
- c) Vice-President (GLTA);
- d) Secretary;
- e) Treasurer.

7.02 The Executive Board shall reflect the equity principles of the Union and consist of the following Officers:

- a) Executive Committee Members;
- b) Unit Vice-President for each of the Units as defined in Article 8.04;
- c) Chief Shop Steward.

The Sergeant-at-Arms is also considered an Officer of the Union, but is only required to attend Membership Meetings.

7.03 The responsibilities of the Executive Officers are to:

- a) pursue the objectives set out in the Union By-Laws and Unifor Constitution;
- b) implement Union programs and policies;
- c) actively participate in political affairs and legislative processes at all levels;
- d) provide support of the participation of members in educational programs, courses and training;
- e) and protect the Union's assets, funds and other property.

7.04 The Powers of Administration are as follows:

- a) The membership is the highest authority of this Union and shall be empowered to take or direct any action consistent with the Constitution or By-Laws.
- b) Between membership meetings, the Executive Board shall be the highest authority of the Local Union and shall be empowered to act on behalf of the membership to the extent urgent business requires prompt and decisive action, subject to subsequent membership approval. The Executive Board may not take action affecting the vital interests of the Union without prior membership approval.
- c) Between meetings of the Executive Board, the President shall exercise general administrative authority and shall be empowered to act on behalf of, and take action permitted, to the Executive Board subject to subsequent approval of the Executive Board.

7.05 The Executive Board Officers are required to take a week long forty (40) hour Unifor Human Rights Training Course as part of their responsibilities per the Unifor Constitution.

7.06 The **President** shall preside at all Membership Meetings, meetings of the Executive Committee, and meetings of the Executive Board. The President shall preserve order and decorum and shall enforce the Unifor Constitution and these By-Laws.

- a) The President shall preside over Membership General Meetings, and the Biennial Election Meeting (except during the election of officers).

- b) At Membership General Meetings the President shall decide all questions of order, subject to an appeal by a member at the meeting.
- c) The President shall have the right to vote on all matters with the exception of the President's own election and on an appeal of the President's decision.
- d) In accordance with these By-Laws, the President shall cause by-elections to be held for all vacancies in any offices other than the office of President.
- e) The President shall enforce all Executive Committee, Executive Board or Membership Meeting decisions and have the power to call Special Meetings.
- f) The President shall be the spokesperson for all delegations representing the Union, and shall be an ex-officio member of all committees of the Union, save and except the Elections Committee.

7.07 There shall be two **Vice Presidents** and each Vice-President will be a member of their respective group, SALAC and GLTA.

- a) A Vice-President shall perform the duties of the President when, by reason or resignation, death, or a declared vacancy the President is unable to perform their presidential duties, until the Union elects a successor at a by-election or Biennial Election Meeting.
- b) A Vice President shall preside when called upon by the President and at times when the President may be temporarily unable to discharge their presidential duties or when the President leaves the chair to speak on a question or an appeal.
- c) Each Vice-President shall render other assistance as may be required by the President, UVP's, and Membership and will assist the President in his/her duties and attend all Local Union meetings.
- d) Each Vice-President will represent their group, shall attend all Membership Meetings and Executive Board Meetings, shall convey the concerns of Members in their Union group to other Officers of the Executive Board, the Union Office Person and to the Membership.
- e) Each Vice-President shall relay information from the Executive Board, or Executive Committee, and other Committees to the members within their Union group.
- f) Each Vice-President shall assist UVP's in posting notices of Membership Meetings and other activities throughout their group, shall encourage all members in their group to attend all Membership Meetings.
- g) Each Vice-President shall assist in collective bargaining as requested, especially in encouraging members to contribute their proposals.

7.08 The **Secretary** shall keep full, accurate and impartial records of the proceedings of all Membership General Meetings, Biennial Election Meetings, Executive Committee Meetings, and Executive Board Meetings. The Secretary shall keep a record of each Motion with the Mover's and the Seconders names along with the membership's resolution of the Motion in the Minutes Book of the Union.

- a) The Secretary shall record all amendments or alterations to these By-Laws. The Secretary, in collaboration with the Union Office person, shall receive all correspondence, reply to or take other appropriate action all correspondence, and fulfill other secretarial duties as directed by the President. The Secretary, in collaboration with the Union Office Person, shall keep a file of all communications including copies of all letters sent out.

- b) The Secretary, in collaboration with the Union Office Person, shall have the power to decide which of those communications arising out of contract provisions with the Employer should be considered personal and private to individual members and shall be dealt with only by the Executive Board either directly or by referral to an appropriate UVP, or Committee.
- c) The Secretary shall inform the Executive Committee and Executive Board of the contents of all communications since its last meeting. The Secretary shall recommend those communications which should be read at a Membership General Meeting for information or action by the Union.
- d) The Secretary shall, at the Membership General Meeting, make any recommendations of the Executive Board for action. The Secretary shall receive the records of meeting attendance from the Sergeant-at-Arms and will ensure their accuracy and will keep records on file.
- e) The Secretary shall preside over meetings in the absence of both the President and the Vice-Presidents.
- f) The Secretary, in collaboration with the Union Office Person, shall prepare and distribute all circulars and notices to the members and shall be responsible for the distribution in sufficient quantities of notices of meeting to the Unit Vice-Presidents for posting.

7.09 The **Treasurer** shall be responsible for tracking and reporting on, and keeping a record of each Member's payment. The Treasurer shall report at each Membership Meeting the sources and amounts of all revenues received by the Union along with the reasons and amounts of all expenditures. This report shall also disclose the current balances in all financial accounts held by the Union and will indicate the number of employees in both full-time and part-time status from who dues are being collected.

- a) The Treasurer shall report all transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices; and collaborate with the Union Office Person in keeping all records of these transactions available for inspection by the Auditors upon reasonable notice.
- b) The Treasurer in collaboration with the Union Office Person shall provide Unifor National and the Auditors with any information they may need to complete their reports.
- c) The Treasurer shall maintain a current inventory of material assets.
- d) The Treasurer will pay no money unless supported by expense vouchers.

7.10 Each **Unit Vice-President** will represent their specific unit and shall attend all Membership Meetings and Executive Board Meetings. Each Unit Vice-President shall convey the concerns of Members in their Unit to other Officers of the Executive Board.

- a) Each Unit Vice-President shall relay information from the Executive Board, or Executive Committee, and other Committees to the members within their Unit.
- b) Each Unit Vice-President in collaboration with the Union Office person shall become acquainted with any prospective members coming into their Unit and ensure that the new member receives a membership application and are encouraged and apprised of the Union.
- c) Each Unit Vice-President in collaboration with the Union Office Person shall ensure that the new member is made aware the Officers of the Union and that the new member receives a copy of the current collective agreement.
- d) Each Unit Vice-President shall post all notices of Membership Meetings and other activities throughout their Unit. Each Unit Vice-President shall encourage all members in their Unit to attend all Membership Meetings.

- e) Each Unit Vice-President shall conduct on-the-job canvasses as requested by the Executive Board or the Executive Committee.
- f) Each Unit Vice-President shall assist in collective bargaining as requested – especially in encouraging members to contribute their proposals.
- g) A Unit Vice-President may be called upon by the Sergeant-at-Arms to assist in taking attendance at Membership Meetings. Should the Sergeant-at-Arms be absent, a Unit Vice-President shall be appointed by the President to act as Sergeant-at-Arms for the meeting.

7.11 The **Chief Shop Steward** shall serve as a grievance consultant, complete compulsory grievance training and other training as deemed necessary by the Executive Board.

- a) The Chief Shop Steward shall educate members about grievance procedures and support members during the steps of grievance procedures.
- b) The Chief Shop Steward will liaise with members, and Unit Vice President's on all grievance related issues with the Unit Vice President being the first point of contact for members regarding grievance related issues.
- c) The Chief Shop Steward shall encourage members to participate in a without prejudice discussion between themselves (the affected member), their UVP as Union representative, their Manager and HR as preliminary step in resolving the grievance.
- d) The Chief Shop Steward shall represent the grievor through Step 1 and Step 2 and if necessary arbitration. The Chief Shop Steward shall liaise with the affected member, and the UVP in the preparation and presentation of grievances at Step 1 and 2 which includes accompanying the member at hearings.
- e) The Chief Shop Steward, in collaboration with the Union Office Person, shall track complaints and grievances and provide a monthly report to the Executive Board, and a quarterly report to the Union Membership. The Chief Shop Steward, in collaboration with the Union Office Person, shall maintain a copy of the Grievance Reports together with copies of all relevant grievance related documents at the Union office.
- f) The Chief Shop Steward shall determine the advisability of advancing grievances to arbitration, and inform the Executive Board of this decision so that the necessary financial considerations can be made.
- g) The Chief Shop Steward shall assist in the preparation for arbitration, attend all arbitration hearings, and review all arbitration awards with the Executive Board.
- h) The Chief Shop Steward shall police existing collective agreements and ensure that the rights of all those employees covered by these agreements are maintained, maintain awareness of Federal and Provincial Labour legislation and ensure that the obligations of the University are met.

7.12 The **Sergeant-at-Arms** shall guard the inner door at Membership Meetings and admit no one but members in good standing of the Union except on the order of the Presiding Officer. The Sergeant-at-Arms shall not permit any member to leave the meeting without his/her permission.

- a) The Sergeant-at-Arms shall assist the Secretary in maintaining the record of membership attendance at meetings. Should the Sergeant-at-Arms require help in taking attendance, a Unit Vice-President shall volunteer to aid in the process of recording those names.
- b) The Sergeant-at-Arms shall announce at the meeting the names of all those who have signed membership application forms since the last meeting.

## Article 8 – Units

8.01 Each Unit should comprise a major group of employees represented by the Union who have a commonality of interest either because of the proximity of their worksites or the similarities of their work functions, or hours of work.

The composition of Units should be such that the greatest good for the entire Union is being achieved.

8.02 The Executive Board may, from time to time, recommend changes in the composition and the number of Units and will seek their approval at the Membership Meeting.

8.03 Insofar as is possible, each Unit shall be proportionally represented on the Executive Board by a Unit Vice-President.

8.04 Units are described and composed as follows:

- a) Ancillary Unit, Stores and Related, and Cleaners: Members whose work is classified as Graphics Group, Audio Visual Group, and Stores and Related, but excluding the classifications of Equipment Manager and Assistant Equipment Manager. Members whose work is classified as Cleaners. This Unit will also comprise all classifications which are not specifically included in other Units.
- b) Trades, General Labour and Related: Members whose work is classified as Trades and Related, and General Labour and Related, Equipment Operators but excluding the classifications of Arena Attendants and Foreperson Arena Attendant.
- c) Security, Heating Unit, and Arenas: Members whose work is classified as Security Patrol Persons. Members whose work is classified as Shift Operator, Industrial Mechanic, and Shift Maintenance at the UNB Central Heating Plant. Members who work is classified as Arena Attendant and Foreperson Arena Attendance.
- d) Clerical and Accounting Unit: Members whose work is classified as Clerical and/or Accounting, but excluding Stores Clerks and Receiving and Shipping Clerks.
- e) Library Assistants Unit: Members whose work is classified as Library Assistant.
- f) Secretarial Unit: Members whose work is classified as Secretarial

## Article 9 – Committees, Boards

9.01 A **Permanent Committee or Board** is one which must be established as a requirement of these By-Laws and is of a continuing nature and which has its membership composed in accordance with these By-Laws – that by reason of election or appointment to an office, the member becomes automatically included in the appropriate Committee and/or Board.

**A) The Executive Committee** as defined in Article 7 is permanent committee and is responsible for the administration of the affairs and activities of the Union and for making short-range policies which, must be presented for approval at the next Executive Board Meeting.

- a) The Executive Committee shall meet at least once monthly, shall prepare the agenda and necessary report for Membership Meetings and Biennial Election Meetings.

- b) The majority of the Executive Committee members shall constitute a quorum for the purpose of Executive Committee Meetings.
- c) No Executive Committee Member shall fail to answer roll-call for any Membership Meeting or for any Executive Committee or Board Meeting in a calendar year without having communicated to another member of the Executive Committee appropriate reasons for those absences. If an Executive Committee Member does not have appropriate reasons for their absence, as deemed by the Executive Board, the office shall be declared vacant and shall be dealt with in accordance with these By-Laws.

**B) The Executive Board** is a permanent board and will be established and will conduct its business in accordance with these By-Laws and will perform any other functions as required elsewhere in these By-Laws and in the Unifor Constitution for the efficient administration of the Union.

- a) The Executive Board as defined in Article 7 shall meet at least once monthly. A majority of the Executive Board Members shall constitute a quorum for the purpose of Executive Board Meetings.
- b) The Executive Board shall be responsible for making recommendations of medium and long-range policies and programs for the Union. Between membership meetings, the Executive Board shall be the highest authority of the Union and shall be empowered to act on behalf of the Membership to the extent urgent business requires prompt and decisive action, subject to subsequent membership approval, but the Executive Board may not take action affecting the vital interests of the Union without prior membership approval.
- c) The Chairperson of the Executive Board shall be the President and, in the President's absence, or at the President's request the Vice President of either SALAC or GLTA.
- d) Executive Board Member's shall not fail to answer roll-call at any Membership Meetings or any Executive Board Meetings in a calendar year without having communicated to another member of the Executive Committee appropriate reasons for their absence. If an Executive Board Member misses more than the allowable time or does not have appropriate reasons for their absence, as deemed by the Executive Board, the office shall be declared vacant and shall be dealt with in accordance with Article 13 of these By-Laws.
- e) The Union may abolish an Executive Board Officer position, or consolidate such a position with another as long as those positions set out in Article 7.01 remain. Such a step may be taken solely on the grounds of the adverse financial position of the Local Union, and the decision to do so must be supported by two thirds (2/3) or more vote of the Executive Board.
- f) Where an Executive Board Officer loses their position due to a decision made pursuant to the paragraph above, no notice or compensation is required.
- g) An appeal of the decision to eliminate an Executive Board Officer position shall be made to the National Executive Board. The onus rests on the Union to demonstrate that its decision was based only on the adverse financial position of the Union.
- h) An Executive Board Officer may be recalled by the members for failing to perform the duties of their office. A recall is initiated by a petition signed by twenty-five percent (25%) of the members that the Executive Board Officer represents. The petition shall provide specific complaints against the Executive Board member and shall be submitted to the Secretary of the Union. The Union shall notify the Executive Board member of the complaints and provide a copy of the petition. The Union shall call a special recall meeting with a minimum of seven (7) days notice with the sole purpose of addressing the specific complaints identified in the petition. A quorum for a recall meeting shall be fifty percent

(50%) of the members represented by the Executive Board Officers. Two thirds (2/3) majority vote of those present shall be required to recall an elected Executive Board Officer and an Executive Board Officer can face recall only once during their term of office.

9.02 **Standing Committees** are those on-going committees which the Union establishes in order to achieve a more efficient method of dealing with matters that are of a continuous or recurring nature.

**A) The Elections Committee** is a Standing Committee and will be established and conduct its business in accordance with these By-Laws and the Unifor Constitution and will perform any other functions as required elsewhere in these By-Laws and Unifor Constitution.

- a) The Elections Committee is established for the efficient administration of the elections of the Executive Officers of the Union.
- b) The Elections Committee shall consist of a SALAC and a GLTA representative as nominated and elected by the Membership.
- c) The election of the Union Elections Committee will take place at a General Membership meeting in October and prior to the Biennial Election Meeting in January.
- d) The Union Office Person shall be a non-voting member of the Elections Committee and shall collaborate with the Elections Committee.

**B) The Negotiation Committee** is a Standing Committee and will be established and conduct its business in accordance with these By-Laws and the Unifor Constitution and will perform any other functions as required elsewhere in these By-Laws and the Unifor Constitution. The Negotiation Committee is established for the efficient administration of collective bargaining process and negotiations.

- a) There shall be one combined Negotiating Committee to negotiate both collective agreements. This committee shall be comprised of the President, Vice-President (SALAC) Vice-President (GLTA), one Unit Vice-President (SALAC), and one Unit Vice-President (GLTA). The Negotiating Committee will be established at least five (5) months in advance of the expiry date of the collective agreement.
- b) The function of the Negotiating Committee is to elicit suggestions from the membership as well as from the Executive Board for inclusion as proposals in the negotiations, to rank the priority of these proposals, and to negotiate a new collective agreement.
- c) The Union Office Person shall be a non-voting member of the Negotiating Committee and shall collaborate with the Negotiating Committee at all stages of negotiations.
- d) The Negotiating Committee will disband automatically when the appropriate new collective agreement has been signed.

9.03 For Standing Committees, other than the Elections and Negotiations Committees, The Executive Board may appoint at least one of its members to each of the standing committees in a liaison or advisory or to serve as Chairperson. The members of the Standing Committees, other than the Elections Committee and Negotiations Committee, may be appointed by the elected Chairperson and the Executive Board may jointly appoint other members to serve.

9.04 The following Standing Committees other than the Elections and Negotiations Committee shall exist:

- a) Joint Health and Safety Committee
- b) Fringe Benefits Review Committee
- c) Committee for Policy Review - Discrimination, Sexual Harassment and Harassment

- d) Joint Job Evaluation Appeals Committee
- e) Special Events Committee
- f) By-Law Amendment Committee
- g) Positive Work Environment and Worker's Rights Committee
- h) Education, Environment, Recreation, and Youth Committee

9.05 The Standing Committees shall perform duties assigned to them by the Constitution and By-Laws and such additional duties as they may be directed to perform by the Executive Board or the membership.

- a) The members of the Standing Committees in Article 9.04, including the Chairperson, shall serve terms of the same duration as the Union Executive Officers.
- b) Members of the Standing Committees in Article 9.04 may be recalled by Union members should they fail to perform the duties required of a Committee member. Union Members shall sign a petition listing the specific complaints against the representative and file it with the Union. The Union will notify the representative of the specific complaints and will give due notice to the membership of a special meeting for recall. A two-thirds (2/3) vote of the members present at the special meeting is required to recall. A Committee Member can face recall only once during their term on the Committee.

9.06 Following the Biennial Elections-Meeting, the Executive Board will have the option of continuing existing Standing Committees by causing the election of a new Chairperson and/or electing or appointing new members or disbanding the Standing Committee.

- a) The responsibilities of the members of the Standing Committees, including the Chairperson, are to be actively involved in issue-based campaigns, educational programs and community initiatives of the Union.
- b) Standing Committees are intended to be a cohesive body appointed to examine and enquire into defined areas of interest where there is a continuing responsibility.
- c) Standing Committees are expected to do all preliminary work on those matters referred to them in preparation for report to, and final action by, a Membership Meeting. Unless contrarily ordered by the Executive Board or prohibited through the Union's By-Laws or Unifor Constitution, Standing Committees may take whatever action is necessary to carry out their mandate. Standing Committees must deal only with the matters referred to them. They are not at liberty to go beyond their terms of reference.
- d) Standing Committees are more casual in their proceedings than Membership Meetings. Committees of five (5) or fewer members may adopt a consensus approach rather than putting formal questions.
- e) Committees having a greater number of members are still permitted to arrange their own procedures provided they do not contravene their original objectives, the Unifor Constitution, the spirit of the general rules of order, or the Union's By-Laws. Even in larger committees, it is usual practice to accept Motions without Seconders, to allow immediate or any subsequent reconsideration of questions, to relax the requirement of standing to speak, and to permit members to speak as often or as long as they wish, provided that they remain on the issue.
- f) A Standing Committee cannot appoint a Sub-Committee except where it assigned the singular purpose of examining a detail of the larger mandate of the Standing Committee and where all of its members come from among the members of the parent Standing Committee.
- g) When a Standing Committee does not meet at a regular time and place, it is the duty of the Chairperson to notify, or to request the Secretary of the Committee to notify committee members of any impending meeting. A Standing Committee will meet at the call of its Chairperson or at the call of any two of its members if the Chairperson is absent or neglects to hold meetings.

- h) Members of the Union who are not specifically members of a Standing Committee may, with the approval of the Chairperson of the affected committee, take part in the proceedings, but cannot vote or give weight to consensus.
- i) When any member of a Standing Committee persists with intolerable disorder, a recommendation for their dismissal from the Committee must be included in a majority report to a Membership Meeting. Only the majority vote of a Membership Meeting can cause the dismissal of a member from a Standing Committee. However, no references can be made in Membership Meetings of any events that occurred in committee meetings except in the majority report.
- j) Standing Committees are established in the interests of the Union and the reports of committees or any of their findings cannot be conveyed to outside interests unless specifically authorized by the Executive Board and communicated in writing by the Secretary to the Committee Chairperson.

9.07 **Ad-Hoc Committees** may be established for specific purposes by the membership at a meeting. The committee members may be elected at the same or another Membership Meeting or at a Special Meeting called either for the purpose of such elections or for dealing with a particular issue.

9.08 **Select Committees** may be appointed and disbanded from time to time by the President. A Select Committee will be established only for a specific purpose to deal with matters of a sensitive nature or when the selected members possess certain skills, knowledge, or qualifications to fulfill the purpose of the Select Committee. The President shall announce the appointment of any such Select Committees at the next Membership Meeting.

9.09 Standing Committees, Ad-Hoc Committees, and Select Committees shall have all reasonable and practicable prerogative to operate for the betterment of the Union; but in no event, will any of these Committees or any member thereof have the authority to cause financial indebtedness of any kind to the Union without the express prior authority of the Executive Board which has been conveyed in writing by the Treasurer.

#### **Article 10- Grievance**

10.01 A grievance is defined under Article 12 in the SALAC and GLTA Collective Agreement.

10.02 The Grievance Procedure is outlined under Article 13 in the SALAC and GLTA Collective Agreement.

10.03 The Arbitration Procedure is outline under Article 13 in the SALAC and GLTA Collective Agreement.

10.04 The first point of contact for the Union member shall be their (or a) Unit Vice President for grievance related issues.

10.05 Note that grievances concerning lay-off, recall, suspension, or dismissal or any policy grievance shall be directed to Step 2 as per Article 12.05 in Collective Agreements.

#### **Article 11 – Special Memberships**

11.01 Members reaching retirement age or becoming incapacitated, whether in receipt of a pension or not, and providing they are in good standing and free from delinquency in the Union, can, on leaving employment, apply to the Secretary for an Honorary Retiring Card which will entitle the member to attend Membership Meetings of the Union and have voice but no vote.

11.02 The Union may confer special recognitions upon individuals with the understanding that such titles grant no privileges under these By-Laws.

## **Article 12 – Election Procedures**

12.01 The Secretary shall give notice of upcoming elections at the October Membership meeting prior to the Biennial Election Meeting and nominations for Executive Officers will take place at this meeting. At this October Membership meeting the nomination and election of the Elections Committee will take place.

12.02 All elections of Officers will be held at the Biennial Election Meeting convened in the month of January

12.03 The Elections Committee, as elected democratically from among the Membership at the October membership meeting before the Biennial Election Meeting in January, will be composed of two (2) members, one from SALAC and one from GLTA.

- a) These members cannot run for elected positions while on the Elections Committee.
- b) The nominee (s) for the Elections Committee will be under an obligation to accept or deny the nomination at that October Membership meeting before Executive Officer elections in January.
- c) No candidate for the Elections Committee may be nominated unless they are present at the Membership meeting in October before the January elections or unless their nominator has witnessed the nominee's official consent in writing and the nominator is present at the meeting with the signed statement.

12.04 Nominations for Union Executive Officers shall take place at the October Membership meeting before the Biennial Election Meeting in January. No candidate may be nominated for office in this Union unless they are present at that October meeting before the Biennial Elections meeting or unless their nominator has witnessed the nominee's official consent in writing and the nominator presents the signed statement at that October meeting. Nominees are provided the opportunity to speak to their nomination before the election process begins

12.05 Elections for Union Executive Officers shall take place at the Biennial Election Meeting of the Union and the installation of the Officers shall take place at that same meeting. All Officers nominated by proxy and elected in their absence shall be installed at the first Membership Meeting, following the Biennial Election meeting, at which they are in attendance.

12.06 All candidates will be a continuous member in Good Standing with the Union for at least one year prior to running for a position.

12.07 All elections shall be conducted by secret ballot. The ballots to be used must be approved by the Election Committee prior to the election taking place.

12.08 A member in Good Standing in the Union shall have only one (1) vote in any voting situation. There shall be no proxy votes

12.09 Elections will take place according to the following precedence.

- a) President
- b) Vice-President (SALAC)

- c) Vice-President GLTA)
- d) Secretary
- e) Treasurer
- f) Unit Vice-Presidents in the order in which they appear in Appendix A.
- g) Chief Shop Steward
- h) Sergeant-at-Arms

12.10 A candidate must obtain a majority of votes cast, i.e. at least fifty percent (50%) plus one, to be declared elected. When no candidate obtains a majority, the candidate receiving the fewest votes shall be dropped and a second ballot taken. The process shall continue until one candidate has obtained a majority. If run-off elections are required, the Election Committee shall, after each vote, declare which candidates, if any, have been elected or declare which candidate must withdraw as a result of receiving the fewest votes.

12.11 The election of each office shall be completed before nominations may be accepted for any subsequent office.

12.12 Where only one (1) candidate accepts the nomination for an office, the Election Committee shall ask that candidate's nominator to come forward and cast one ballot in the name of the candidate, whereupon the Election Committee will declare that candidate elected. As such, in the case of Unit Vice-President positions, the nominator must come from within the candidate's unit so they may cast the single ballot should there be no competition for the position. Only those within a given Unit may vote for the Unit Vice President of said Unit.

12.13 After all elections have been completed, the-Election Committee shall assemble the newly-elected officers at the front of the meeting and perform the installation ceremony:

A) The Installing Officer says:

"Give attention while I read to you the obligation:

- Do you pledge on your honor to perform the duties of your respective offices as required by the Constitution of the Union and the By-laws that govern this Local, and to bear true and faithful allegiance to Unifor?
- Do you pledge to promote a harassment and discrimination-free environment and work to ensure the human rights of all members are respected?
- Do you pledge to support, advance and carry out all official policies of the Union and to work tirelessly to advance and build the membership of our Union?
- Do you pledge to deliver all books, papers, and other property of the Union that may be in your possession at the end of your term to your successor in office, and at all times conduct yourself as becomes a member of this Union?
- "Your responsibilities are defined in the By-Laws, Constitution and policies of Unifor. Should any emergency arise not provided for in these, you are expected to act according to the dictates of common sense, guided by an earnest desire to advance the best interest of the Union. I trust you will all faithfully perform your duties so that you may gain the esteem of your sisters and brothers and the approval of your conscience.
- You will now assume your respective offices."

12.14 Term of Office – The term of office of all officers elected at a Biennial Election Meeting shall be two years and commence immediately following adjournment of that meeting and shall continue until the commencement of elections at the next Biennial Election Meeting.

### **Article 13 – Vacancies and By-Elections**

13.01 In the event of a vacancy in the office of the President, the Secretary shall immediately call a meeting of the Executive Board for the purpose of appointing a Vice-President as Interim President.

13.02 If the unexpired term for the position of President or any other Executive Committee Officer is less than three (3) months, the Interim President shall continue to perform the duties of the President until the next Biennial Election Meeting. Should the unexpired term be longer than three (3) months, it shall be the duty of the Interim President to give sufficient notice that a By-Election will be held at the next Membership Meeting.

13.03 In the event of a vacancy in the office of any other Executive Committee Officer, the President shall give sufficient notice that a by-election will be held at the next Membership Meeting for the purpose of electing an Executive Officer and specifying the Unit affected by the by-election; provided that the unexpired term is more than six (6) months. If the unexpired term is less than six (6) months, the Executive Committee will appoint an appropriate member, specifically of the affected unit in the case of a Unit Vice-President, until the next Biennial Election Meeting.

13.04 In the event of a vacancy in the office of Sergeant-at-Arms, the President shall give sufficient notice that a by-election will be held at the next Membership Meeting for the purpose of electing a Sergeant-at-Arms to fill said vacancy for the unexpired term; provided that the unexpired term is more than three (3) months. If the unexpired term is less than three (3) months, the Executive Committee will appoint a member to act as Sergeant-at-Arms until the next Biennial Election Meeting.

13.05 The procedure for by-elections shall comply as closely as possible to the procedure outlined in Article 12 of these By-Laws.

13.06 Any Executive Officer unable to perform their elected duties due to any leave of absence provided for in the Collective Agreements between the Union and the University of New Brunswick shall retain their elected status. The remaining Executive shall carry out the duties of any such Officer until such time the Executive Officer returns.

### **Article 14 Financials**

14.01 The fiscal year of the Union shall be the same as the calendar year. An independent qualified Chartered Accountant shall be appointed by the Executive Board during the month of December of each year.

14.02 The Treasurer will present the audited financial statements for the previous fiscal year, which shall fairly reflect the financial position of the Union, at the second Membership General meeting in each fiscal year.

14.03 The revenues of the Union shall be derived from the bi-weekly dues paid by all employees in the bargaining units represented by the Union. Revenues may also be derived from initiation fees and engagement in commercial activities. The bi-weekly dues shall be a percentage of each employee's regular earnings as determined from time to time and published as Appendix A. General Revenues shall be used for General Expenses and/or retained on deposit in a bank or credit union.

14.04 Regular earnings shall be the product of the employee's classification or position as set out in the collective agreement currently in effect at any time. Those wage increases which are retroactive or any lump sum wage payments which are made in settlement of a contract will be considered to be a part of the collective agreement currently in force and dues shall be deducted from these amounts.

14.05 All expenditures shall be authorized by the Executive Board and shall comply with these By-Laws prior to the Treasurer making such payments.

14.06 The Treasurer must sign all cheques on behalf of the Union unless they are unable to perform their duties due to any leave of absence provided for in the collective agreement. All cheques must be countersigned by the President or, in the President's absence, the other Officer of the Executive Committee who was selected to have alternate signing authority during an Executive Committee Meeting. There shall be a minimum of two signers on all cheques issued by the Union. Should the Treasurer be disqualified from their office they shall be required without delay to turn over to the President all those properties and assets belonging to the Union. In the event that a Treasurer is disqualified from office, the President will cause a by-election to be held for the purpose of filling the vacant office in accordance with these By-Laws.

14.07 The Treasurer, in consultation with the Executive Committee, shall engage an Administrative Person, rent office space and buy or lease any office equipment and supplies deemed necessary for the proper function of the Union as well as establish the cost or remuneration for such services, provided that all of the above is subsequently approved by the Executive Board.

14.08 Members attending conventions, schools and seminars on behalf of the Union shall be paid their lost wages, transportation, accommodations, meal expenses, child care expenses, and a per diem allowance as set out in Appendix B.

14.09 The Treasurer may maintain a Petty Cash Fund not to exceed seventy-five dollars (\$75) for which there will be kept proper record of expenditures and which may be replenished from time to time to maintain the maximum amount.

## **Article 15 –Insurance**

15.01 The Union will maintain an insurance policy which includes business property and contents insurance of which covers all of the property, furniture, fixtures and equipment owned or rented by the Union; comprehensive crime insurance to \$25,000; and General Liability and Directors and Officers insurance to a minimum as deemed necessary.

## **Article 16 – Amendments**

16.01 These By-Laws may be amended by presenting a motion in writing setting forth the amendments sought to a membership meeting. The motion shall be read to that meeting and referred to the By-Laws Committee which will report to the succeeding membership meeting, the notice of which must contain a notice of the particular By-Law amendments that will be considered.

16.02 If approved by two-thirds (2/3) of the membership vote thereon at this succeeding meeting, the amendment shall be forwarded to Unifor National Executive Board for consideration. Amendments to existing By-Laws, or new By-Laws must be submitted to the National Executive Board for approval. The amendments, or the new By-Laws are not effective until approved by the National Executive Board.

16.03 The members of the Union may, by a majority vote of members present at a Special Meeting called for such purpose, authorize the Executive to negotiate and execute a merger agreement with another union.

## **Article 17 – Review of Union Decisions**

17.01 A Union member feeling aggrieved by some action of the Union or one of its representatives shall initiate their complaint or appeal from that action within 30 thirty days of the time they are aware of the action or reasonably should have been aware. The member shall forward their complaint to the Union President and Chief Shop Steward.

17.02 The Union President and Chief Shop Steward shall consult with the grievant, investigate the charge and determine if a hearing is required. In any event, the accused shall have the right to a hearing if requested. If a hearing is convened, the accused shall have the right to be assisted by an advocate, at the cost of the accused.

17.03 The Office of the President shall render a decision in writing which may:

- a) Dismiss the charge or
- b) Find that the charge is warranted and reprimand a member or representative, and, if necessary, order specific remedies considered fair and reasonable in the circumstances or
- c) Suspend or expel a member from the Union or
- d) Suspend or remove from office an Officer from any position within the Union or Committee of the Union.

17.04 Within 30 days of a decision by the Office of the President, the person(s) laying the charge or the accused may inform the Office of the President in writing of their request to appeal the matter to the Unifor National Representative which shall consider the appeal based on the record provided by the Office of the President.

## **Article 18      Strikes and Strike Committee**

18.01 All strikes shall be called or terminated only in strict conformance with Article 17 Section B of the Unifor Constitution.

18.02 A Strike and Defence Fund shall be established by Unifor National and administered in strict conformance with Article 17 C of the Unifor Constitution.

## **APPENDIX A – Initiation Fee and Dues Structure**

The initiation fee for new members shall be one dollar (\$1.00)

The basic Union dues for each employee shall be calculated as one and three quarters percent (1.75%) of the member's regular earnings, as determined by the Collective Agreement currently in force, in a bi-weekly pay period or such other pay period as may be negotiated in the future. These basic Union dues will be modified only by the number of regular hours of work in the employee's usual bi-weekly pay period.

The following members will have dues deducted in accordance with the collective agreement:

- a probationary employee who is on trial for a probationary period of up to 120 days worked or as extended once by mutual agreement between the Parties (for a further period of up to 65 days worked should circumstances warrant);
- a regular employee who has satisfactorily completed the probationary period and who is engaged on a continuing basis, a full-time employee who is engaged on the basis of a work week of twenty-nine (29) hours or more;
- A part-time employee who is engaged on the basis of a work week of not less than thirteen (13) hours but less than twenty-nine (29) hours;
- A renewable term employee who is engaged in an ongoing position for a minimum of eighteen (18) hours a week for a term appointment of eight months or more each year and the employee is recalled to this position each year,
- A full-time term employee who is engaged on the basis of a work week of a minimum of twenty-nine (29) hours for a term appointment of twelve (12) months or more and is performing work of the bargaining unit,
- A part-time term employee who is engaged on the basis of a work week of a minimum of thirteen (13) hours but less than twenty-nine (29) hours for a term appointment of twelve (12) months or more and is performing work of the bargaining unit

In all cases, wage or salary increases which are retroactive or any lump sum payments which are made in settlement of a contract will be considered to be part of the collective agreement in force and one and three quarters percent (1.75%) of any of these amounts shall be deducted as Union dues in the same pay period as payment is made to the employee.

**APPENDIX B – Disbursements for Delegates, Candidates, or Officers to Conventions, Meetings, Schools, and Seminars.**

1. Replacement of wages and benefits will be paid to the University when the Union authorizes a member to take leave without pay to attend a convention, school, seminar or other meeting. That is, when the University agrees not to interrupt its regular pay and benefits to our members engaged in Union activities, the Union will reimburse the University for both pay and benefits.
2. When a member uses a day of his/her vacation or holidays (as defined in the appropriate collective agreements) or any greater part of a day thereof, that member will be paid one hundred ten dollars (\$110.00) for each day used to attend prescribed Union activities.
3. Each member will be considered to be on the Union's business from the time that they depart their home until the time that they return to their home.
4. When public transportation is used, the Union will pay for economy class fares including expenses for a room when required for overnight travel for each member to attend prescribed Union activities. The price of the room shall be reasonable and not excessive in cost.
5. When private transportation is used, the Union will pay for car rentals or travel expenses to the destination and return at the rate at which the employer pays and not to exceed the Unifor National Executive Board Policy on Local Union Expenses.
6. Room accommodations will be paid at the going rate or at any other amount when its convention, seminar, or school call specifies the rate for accommodations or when accommodations are included in the registration fees.
7. Meal expenses will be paid for prescribed Union activities such as convention, negotiations, training, meetings off site and for the day, seminars, or school at the rate at which the employer pays per day per member and not to exceed Unifor National Executive Board Policy on Local Union Expenses.
8. An extra-expense allowance for prescribed Union activities will be paid as per the rate the employer pays per day per member.
9. The Treasurer may make a reasonable estimate of the disbursements authorized under items 2 through item 8 above and may pay these to the elected Delegate or Candidate at least three days in advance of the anticipated departure date when the Union activities are outside the Fredericton area.
10. When the prescribed Union activities are held within the Fredericton area (that is, within twenty kilometers of City Hall) the Union will pay a rate at which the employer pays per member and this shall be deemed to include travel expenses and per diem allowances and not to exceed Unifor National Executive Board Policy on Local Union Expenses.

11. When the prescribed Union activities are held within the Fredericton area as defined in item 10, the Union will reimburse members for any meal receipts which were incurred as a result of attendance.
12. Whenever the costs of childcare services would prevent a member from attending Executive Meetings, or other prescribed Union activities, the Union will pay any costs which are over and above the ordinary expenses that the member would have otherwise had to pay.
13. Ineligible expenses will be in accordance with the employer's Financial Services Travel Policy and Unifor National Executive Board Policy on Local Expenses.

**APPENDIX C – Structure of the Union and its Officers**

- Officers of the Executive Committee as defined in Article 7.01 shall each receive payment of \$300.00 monthly for an honorarium.
- Officers of the Executive Board as defined in Article 7.02 shall receive a payment of \$150.00 monthly for an honorarium.
- The Sergeant-at-Arms shall receive a payment of \$50 for every Membership Meeting in which they perform their duty.
- Honorariums shall not be paid to any Officer of the Union who is unable to perform his/her elected duties for two consecutive months due to any leave of absence provided for in the Collective Agreements between the Union and the University of New Brunswick.
- The Honorarium shall be reinstated when the Officer can resume his/her duties.

**UNIFOR LOCAL 4504 MEMBERSHIP**



## **APPENDIX D –Union Scholarships**

1. The Union will undertake annually to award three scholarships, which shall be known as the Unifor Local 4504 Scholarships.
2. The Scholarships will be awarded to commendable candidates from among the members of the Union and/or the children of members of the Union.
3. The values of these Scholarships will include one in the amount of one thousand dollars (\$1,000) to the most meriting candidate; a second in the amount of seven hundred dollars (\$700) to the second most meriting candidate; and a third in the amount of five hundred dollars (\$500) to be awarded to a candidate enrolled in a part-time program. If there are no part-time applicants, the \$500 scholarship will go to the third most meriting full-time applicant.
4. a -- The first two scholarships will be awarded only to candidates who are currently enrolled, or who have been accepted, in a full-time program at an accredited institute of learning (University, trade school, community college, etc.)  
  
b -- The third Scholarship will be awarded only to a candidate who is currently enrolled, or who has been accepted, in a part-time program at an accredited institute of learning (University, trade school, community college, etc.) If no applicants are received from candidates enrolled in a part-time program, this Scholarship will be awarded to a candidate enrolled in a full-time program, as outlined in 4(a).
5. The Scholarships will be awarded only for the purpose of helping to defray expenses. The Treasurer will, in each case, issue Scholarship cheques upon proof of registration within twelve (12) months of the awarding of the Scholarship, the money will revert to the Scholarship fund.
6. The Scholarships will be awarded on the basis of good academic standing and financial need. Aptitude in the candidate's chosen field will also be a consideration.
7. The determination of the candidates deserving of being awarded each of the three Scholarships in any year will be done by an impartial Referee (or Panel of Referees) who is not a member of the Union. The Executive Board will be responsible for the appointment of the Referee (or Panel of Referees) and its Appointment(s) will be final. The Candidate selections of the Referee (or Panel of Referees) are final and not subject to appeal. It must be made clear to the Referee(s) that the awards are tenable at any technical school, community college, etc.
8. Notice of the Scholarship will be sent out to the membership by the Secretary. Forms and other information required in connection with the Gerald Parent Memorial Scholarship will be made available at the Union Office.
9. The membership shall be notified of the Scholarship recipients.

# Appendix E Union Grievance



## Employee Grievance

**Employer:** University of New Brunswick

**Unifor Local 4504**

**Grievance #** \_\_\_\_\_

Employee Name:		Job Classification:	Group:
Date of unjust action:	Article/s Violated:	Date Filed:	
Grievance filed with:		Supervisor:	
<b>Violation :</b>			
<b>Description:</b>			
<b>Requested Action:</b>			
Griever's Signature:		Union Rep's Signature:	
Date Rec'd by Human Resources:		Chief Shop Steward's Signature:	
		HR Rep's Signature:	