

# BYLAWS



**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2509**

**- AND -**

**EMPLOYEES OF  
SEVEN OAKS GENERAL HOSPITAL**



*Revised on: October 27, 2009  
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## **PREAMBLE**

In order to improve the social and economic welfare of its members without regard to sex, colour, race or creed, to promote efficiency in public employment and to manifest its belief in the value of the unity of organized labour, this Local of the Canadian Union of Public Employees (hereinafter referred to as "CUPE") has been formed.

The following bylaws are adopted by the Local pursuant to, and to supplement, Appendix "B" of the CUPE Constitution, to safeguard the rights of all members, to provide for responsible administration of the Local, and to involve as many members as possible through the sharing of duties and responsibilities.

## **SECTION 1 - NAME**

The name of this Local shall be Canadian Union of Public Employees, Local 2509, employees of Seven Oaks General Hospital.

## **SECTION 2 - OBJECTIVES**

The objectives of the Local are to:

1. secure adequate remuneration for work performed and generally advance the economic and social welfare of its members and of all workers;
2. support CUPE in reaching the goals set out in Article II of the CUPE Constitution;
3. provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
4. encourage the settlement by negotiation and mediation of all disputes between the members and their employers;
5. eliminate all forms of harassment including but not limited to sexual and racial harassment and harassment based on sexual orientation, wherever it exists;
6. establish strong working relationships with the public we serve and the communities in which we work and live.

## **SECTION 3 - INTERPRETATION AND DEFINITIONS**

1. Masculine pronouns shall be understood to include the feminine gender.

2. Numbers of articles at the end of sections or subsections refer to relevant articles of the CUPE Constitution which should be read in conjunction with these bylaws.

#### **SECTION 4 - MEMBERSHIP MEETINGS - REGULAR AND SPECIAL**

1. Regular membership meetings shall be held ~~as called every second month except July and August~~ **on the second Wednesday of the following months: January, March, May, September, and November. The date, time, place, and agenda to be posted no less than one (1) month in advance.**
2. Special membership meetings may be ordered by the Executive Board or requested in writing by no fewer than thirty (30) members. The President shall immediately call a special meeting when so ordered or requested and shall see that all members receive at least twenty-four (24) hours' notice of the special meeting and the subject(s) to be discussed. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.
3. A quorum for the transaction of business at any regular or special meeting shall be ten (10) members including at least three (3) members of the Executive Board.
4. The order of business at regular membership meetings is as follows:
  - (a) Read Equality Statement
  - (b) Roll Call of Officers
  - (c) Voting on New Members and Initiation
  - (d) Reading of Minutes
  - (e) Matters Arising
  - (f) Treasurer's Report
  - (g) Communications and Bills
  - (h) Executive Committee Report
  - (i) Reports of Committees and Delegates
  - (j) Nominations, Elections or Installations
  - (k) Unfinished Business
5. The minutes of the previous membership meeting shall be available to all members ~~one (1) month after the meeting and for members attending~~ **at the next regular membership meeting.**

#### **SECTION 5 - VOTING OF FUNDS**

Except for ordinary expenses and bills as **listed in #1 below and** approved at membership meetings, no funds shall be voted for the purpose of a grant or contribution to a member or any cause outside CUPE **in an amount in excess of one thousand (\$1,000.00) dollars**, except by a notice of motion given in writing and dealt with at the following membership meeting.

All claims for reimbursement of expenses must be accompanied by an expense voucher and appropriate receipts.

1. All expenses shall be presented to the membership for approval unless it is for meeting rooms, normal office expenses, affiliation payments, or other previous approved expenses.
2. The Local Union shall maintain at least three (3) signing officers for the signature of cheques and each cheque is to be signed by two (2) signing officers, one of which shall be the Treasurer's and the other shall be the President or Vice-President.
3. Cheques will only be made payable to the organization or individuals for whom the expense is payable.

#### **SECTION 6 - OFFICERS**

The Officers of the Local shall be the President, Vice-President, Secretary-Treasurer, Recording Secretary, Warden, **Chief Shop Steward**, and three (3) Trustees. All officers shall be elected by the membership.

#### **SECTION 7 - EXECUTIVE BOARD**

1. The Executive Board shall comprise all officers, except Trustees.
2. The Board shall meet ~~at least once every month~~ **on the first Wednesday of January, March, May, September, and November. Additional Executive meetings may be scheduled by the majority of the Executive Board.**
3. A majority of the Board constitutes a quorum.
4. **The Executive Board shall have the final authority in submitting a grievance to arbitration. The Executive Board shall consider submitting to arbitration any grievances denied at Step 3 of the Collective Agreement. If deemed necessary, the Executive Board shall arrange for and give notice to the grievor and the Staff Representative to make submission to the Executive Committee prior to the final decision being made. After due process and consideration, the decision of the Executive Board shall be final and not subject to appeal.**
5. The Executive Officers shall hold title to any real estate of the Local as trustees for the Local. They shall have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposition to a membership meeting and having it approved.

6. The Board shall do the work delegated to it by the Local and shall be held responsible for the proper and effective functioning of all committees.
7. ~~The minutes~~ **A report** of the Executive Board meeting shall be ~~available for all members at least two (2) days prior to~~ **presented at** the next general membership meeting ~~and distributed through the communicator system.~~
8. All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution.
9. Should any Board member fail to answer the roll call for two (2) consecutive regular membership meetings or three (3) regular Board meetings without having submitted good reasons for those failures and such reasons shall be accepted by a vote of the general membership, his office shall be declared vacant and shall be filled by an election at the following membership meeting.

#### **SECTION 8 - DUTIES OF OFFICERS**

1. The President shall:
  - (a) enforce the CUPE Constitution and these bylaws;
  - (b) preside at all membership and Executive Board meetings and preserve order;
  - (c) decide all points of order and procedure (subject always to appeal to the membership);
  - (d) have a vote on all matters (except appeals against his rulings) and in case of a tie vote in any matter, including elections, have the right to cast an additional vote to break the tie;
  - (e) ensure that all officers perform their assigned duties;
  - (f) fill committee vacancies where elections are not provided for and only until a chairperson is elected at a general membership meeting;
  - (g) introduce new members and conduct them through the initiation ceremony;
  - (h) sign all cheques and ensure that the Local's funds are used only as authorized or directed by the Constitution, bylaws, or vote of the membership;
  - (i) have first preference as a delegate to the CUPE National Convention, **CUPE Manitoba, Manitoba Federation of Labour, Canadian Labour Congress, and Provincial Health Care Council where the membership have voted to send delegates;**

- (j) ~~be bonded for not less than five thousand dollars (\$5,000) (or any greater sum as may be decided at a membership meeting, taking into account the assets of the Local and the amount of cash and cheques handled by the Secretary-Treasurer)~~ through the master bond held by the National Office, and any President who cannot qualify for the bond shall be disqualified from office;
- (k) shall take the Union Leadership Course offered by CUPE within one (1) year of taking office unless he/she has taken the course previously;
- (l) **be granted a paid leave of absence for the day of the Executive meeting. The President shall, if not scheduled to work that day, have the option of taking the last day scheduled to work prior to the Executive meeting or the next day scheduled to work following the Executive meeting. The leave of absence may not be saved for use at a later time. It is the expectation that the President will be present in the facility during this time and shall schedule, where possible Labour Management meetings, etc.**

2. The Vice-President shall:

- (a) if the President is absent or incapacitated, shall assume and perform all duties of the President;
- (b) if the office of President falls vacant, be Acting President until a new President is elected;
- (c) render assistance to any member of the Board as directed by the Board;
- (d) ~~be bonded for not less than five thousand dollars (\$,5000) (or any greater sum as may be decided at a membership meeting, taking into account the assets of the Local and the amount of cash and cheques handled by the Secretary-Treasurer)~~ through the master bond held by the National Office, and any Vice-President who cannot qualify for the bond shall be disqualified from office;
- (e) shall take the Union Leadership Course offered by CUPE within one (1) year of taking office, unless he/she has taken the course previously.

3. The Secretary-Treasurer shall:

- (a) receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union;
- (b) ~~prepare all CUPE National per capita tax forms and remit payment no later than the last day of the following month;~~

- (c) throughout his/her term, and on behalf of the Local Union membership, be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or vouchers for every disbursement made, receipts for all money sent to CUPE headquarters, as well as records and supporting documents for all income received by the Local Union;
- (d) record all financial transactions in a manner acceptable to the Board and in accordance with generally accepted accounting practices;
- (e) regularly make a full financial report to meetings of the Local's Executive Board, as well as a written financial report to each regular membership meeting, detailing all income and expenditures for the period;
- (f) be bonded through the master bond held by the National Office, and any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office;
- (g) pay no money unless supported by a voucher duly signed by the President and one (1) other member of the Board, except that no voucher shall be required for payment of per capita fees to any organization to which the Local is affiliated;
- (h) make all books available for inspection by the auditors and/or Trustees on reasonable notice of not more than fourteen (14) days, and have the books audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees;
- (i) provide the Trustees with any information they may need to complete the audit report forms supplied by CUPE;
- (j) ~~submit the necessary financial and compensation information to the Manitoba Labour Board;~~
- (k) not later than February 28<sup>th</sup> each year, furnish each member, on the forms supplied by the National Office, with a statement showing the net amount of tax-deductible dues paid by him during the preceding calendar year;
- (l) be empowered, with the approval of the membership, to employ necessary clerical assistance to be paid for out of the Local's funds;
- (m) ~~notify all members who are one (1) month in arrears and report to the Board all members two (2) or more months in arrears in the payment of union dues;~~
- (n) on termination of office, surrender all books, records and other properties of the Local to his successor within fourteen (14) days;
- (o) ~~file necessary documents with the Manitoba Labour Board as required;~~



- (p) complete and return all forms requested by National Office ~~such as dues and surveys~~;
- (q) shall take the Union Leadership Course offered by CUPE within one (1) year of taking office, unless he/she has taken the course previously;
- (r) have an external audit done by an independent accountant, once every two (2) years to coincide with completion of executive terms. Recommendations are to be abided by and followed;
- (s) bring to each membership meeting all ledger books, expense sheets and cancelled cheques to support the financial report given at that membership meeting and have the records open for viewing after each meeting;
- (t) be required to complete the **first available** CUPE Financial Officers course within ~~the first year in~~ **three (3) months of office**, unless he/she has previously taken the course;
- (u) be paid one (1) day's Union leave every three (3) months to prepare monthly, quarterly and semiannual reports.

4. The Recording Secretary shall:

- (a) keep full, accurate and impartial account of the proceedings of all regular or special membership and Board meetings;
- (b) record all alterations in the bylaws;
- (c) answer correspondence and fulfill other secretarial duties as directed by the Board;
- (d) file a copy of all letters sent out and keep on file all communications;
- (e) prepare and distribute all circulars and notices to members;
- (f) have all records ready within fourteen (14) days of notice for auditors and Trustees;
- (g) on termination of office, surrender all books, seals and other properties of the Local to his successor within fourteen (14) days;
- (h) preside over membership and Board meetings in the absence of both the President and the Vice-President;

- (i) be empowered, with the approval of the membership, to employ necessary stenographic or other assistance to be paid for out of the Local's funds and reported by way of a separate item in the financial statement;
- (j) ~~record all meetings with a tape recorder;~~
- (k) provide copies of the minutes from the previous membership ~~and Executive~~ meetings at each membership meeting;
- (l) take the Union Leadership course offered by CUPE within one (1) year of taking office, unless he/she has taken the course previously;
- (m) **be responsible for posting notices on bulletin boards.**

5. The Warden shall:

- (a) ~~check all present at the meetings and ascertain whether they are in good standing and entitled to be present~~ **guard the inner door at membership meetings and admit no one but members in good standing or Officers and officials of CUPE, except on the order of the President and with consent of the members present;**
- (b) ~~see that no one enters the meetings of the Union while business is being transacted, unless she is in good standing or on the order of the Union~~ **maintain the record of membership attendance at meetings;**
- (c) ~~not permit any member to retire without permission of the President~~ **perform such other duties as may be assigned by the Executive Board from time to time;**
- (d) ~~be responsible for posting notices on bulletin boards;~~
- (e) shall be responsible for keeping accurate records of membership and attendance and/or approved non-attendance at meetings;
- (f) shall take the Union Leadership course offered by CUPE within one (1) year of taking office, unless he/she has taken the course previously.

6. The Chief Steward shall

- (a) ~~be responsible for seeing that all grievances are properly processed~~ **be responsible for monitoring grievances and statistics for the Executive;**
- (b) is expected to work closely with the executive and keep the executive informed of important developments;

- (c) **mentor new Shop Stewards through the grievance process**

7. The Trustees shall:

- (a) **act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary, and the committees at least once every calendar year;**
- (b) **make a written report of their findings to the first membership meeting following the completion of each audit;**
- (c) **submit in writing to the President and Secretary-Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Union's funds, records, and accounts are being maintained by the Secretary-Treasurer in an organized, correct, and proper manner;**
- (d) **be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization;**
- (e) **ensure that proper financial reports have been given to the membership;**
- (f) **audit the record of attendance;**
- (g) **inspect at least once a year, any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local Union, and report their findings to the membership;**
- (h) **send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:**
  - i. **Completed Trustee Audit Program**
  - ii. **Completed Trustees' Report**
  - iii. **Secretary-Treasurer Report to the Trustees**
  - iv. **Recommendations made to the President and Secretary-Treasurer of the Local Union**
  - v. **Secretary-Treasurer's response to recommendations**
  - vi. **Concerns that have not been addressed by the Local Union Executive Board.**

(Articles B.3.10 to B.3.12)

## SECTION 9 - HONORARIUM

The following honoraria shall be paid to officers:

President	<del>\$1,000</del> <b>\$1,200</b> annually	} Payable in 12 monthly installments at the end of each month actually served.
Vice-President	\$1,000 annually	
Recording-Secretary	\$1,000 annually	
Secretary-Treasurer	<del>\$1,000</del> <b>\$1,200</b> annually	
Warden	<del>\$1,000</del> <b>\$500</b> annually	
Chief Steward	<del>\$1,000</del> <b>\$500</b> annually	
Trustees	<del>\$50</del> <b>\$100</b> paid for each audit after <del>when the audit has been</del> is completed.	

## SECTION 10 - OUT-OF-POCKET EXPENSES

Whenever any officer or member is required, in the interest of the Local, to attend any convention, seminar, meeting **offsite**, etc., she shall be compensated in the following manner:

1. lost wages only for any days actually scheduled to work. This shall not include days off, vacation days, or sick days;
2. registration costs;
3. per diem allowance, as set out in Section 13 hereof, **except for President and Secretary-Treasurer day..**

## SECTION 11 - FEES, DUES, AND ASSESSMENTS

1. The membership dues shall be the total amount payable by Local 2509 to the National Union plus dues payable to Local 2509.
  - (a) The per capita payable by Local 2509 to the National Union is in accordance with the Constitution passed at the National Convention.
  - (b) Should the National Defence Fund fall below the levels as noted in the National Constitution and the automatic assessment is levied, it shall be levied as a Special Assessment and shall remain in place at such time as prescribed by the National Constitution.
  - (c) Amount payable to Local 2509. The Local Union dues portion shall be .50%.
2. Changes in the levels of the monthly dues can be effected only by following the procedure for amendment of these bylaws (see Section 16), with the additional provision that the vote must be by secret ballot.

3. Notwithstanding the above provisions, if the CUPE Convention raises minimum fees and/or dues above the level herein established, these bylaws will be deemed to have been automatically amended to conform to the new CUPE minima.
4. Special assessments may be levied in accordance with Article B.4.2 of the CUPE Constitution.
5. The Local Union shall have its national per capita remitted by direct dues remittance from the Employer to the National Office.

## SECTION 12 - NOMINATION, ELECTION AND INSTALLATION OF OFFICERS

### 1. Nomination

Nominations shall be received at the regular membership meeting held in the month of ~~June~~ **September**. To be eligible for nomination, a member **must be in good standing. A member is not in good standing if she is in arrears of dues and/or assessments.** ~~shall have attended at least twenty five percent (25%) of the regular general membership meetings (not including any special general membership meetings) held in the previous twelve (12) months or in the period he was a member, if less than a year, unless a valid reason, acceptable to the Local has been given for non-attendance. This reason must be reported to the Warden prior to any general membership meetings missed. The Warden shall report this information to the meeting and the membership shall approve such reasons for absences. No nomination shall be accepted unless the member is in attendance at the meeting or has allowed to be filed at the meeting his consent in writing, duly witnessed by another member. No member shall be eligible for nomination if he is in arrears of dues and/or assessments.~~

**A current Officer may accept a nomination for a new position and is not required to resign from a current position held to run for a new position. If successful in the election, their resignation from their current position will take effect when they are installed in their new position. The office vacated to accept a new position shall be filled in accordance with the Local Union's Bylaws.**

### 2. Elections

- (a) **The National Representative shall act as the Returning Officer. She shall immediately appoint five (5) members to serve as the Elections Committee. The Elections Committee shall be composed of members who are not currently officers of the Local, nor may they be candidates for Table Officers or Trustees. The Returning Officer and the Elections Committee shall have full responsibility for all voting arrangements and shall treat all information submitted to them in connection with these responsibilities as confidential. The Executive Board shall determine the form of the ballot and ensure that**

sufficient quantities are made available in good time to the Returning Officer.

- (b) ~~The Returning Officer shall be responsible for issuing, collecting and counting ballots. She must be fair and impartial and see that all arrangements are unquestionably democratic.~~
- (e) ~~The Returning Officer shall then immediately appoint three (3) members to serve as an Elections Committee. The Election Committee shall be composed of members who are not currently officers of the Local, nor may they be candidates for Table Officers or Trustees. The Returning Officer and the Elections Committee shall have full responsibility for all voting arrangements and shall treat all information submitted to them in connection with these responsibilities as confidential.~~

~~They shall, after nominations are opened, obtain necessary information regarding meeting attendance. The Returning Officer shall be responsible for issuing, collecting and counting ballots. She/he must be fair and impartial and assure that all arrangements are democratic.~~

~~The Returning Officer and the Elections Committee will run the elections on election day. All expenses (per diem, lost wages should an LOA be required) will be recoverable.~~

- (b) The election of Table Officers shall be by simple plurality vote. **The President, Recording Secretary, and Warden shall be elected in even years. The Vice-President, Secretary-Treasurer, and Chief Steward shall be elected in odd years.** The initial election for Trustees shall be arranged in such a manner that one (1) Trustee is elected for a three (3) year term, one (1) for a two (2) year term, and one (1) for a one (1) year term. Thereafter, Trustees shall be elected in such a manner as to conform with this principle.
- (c) Members must cast their ballots for election of Trustees by voting for the number of vacant Trustee positions. That is, if two (2) Trustees are to be elected, then the ballot must indicate two choices of candidates for the position, and if three (3) are to be elected, the ballot must indicate three choices of candidates. Otherwise the ballot will be declared spoiled.
- (d) The election of Trustee shall be by simple plurality vote. Where more than one (1) Trustee is to be elected, the successful candidates will be those receiving the greater number of votes. The number of votes received shall also determine the term of office of the Trustees.
- (e) The voting for Table Officers and Trustees shall take place ~~in the month of September, the day before the September General Meeting,~~ **on the fourth (4<sup>th</sup>) Wednesday of September** at an all day session. The election to be held on the premises of Seven Oaks General Hospital, arranged by the Returning Officer and

the Election Committee. Printed ballots listing candidates for all positions of Table Officers and Trustees will be prepared by the Returning Officer and the Election Committee. The vote shall be by secret ballot. There shall be a separate ballot for election of Trustees in any year where more than one (1) Trustee is being elected at the same time as Table Officers.

3. Installation

- (a) All duly elected officers shall be installed at the next membership meeting and shall continue in office for two (2) years or until a successor has been elected and installed, provided, however, that no term of office shall be longer than two (2) years except for an election under section d) and that term shall be for the unserved term.
- (b) The terms of office for Trustees shall be as laid down in the CUPE Constitution.

4. By-elections

Should an office fall vacant pursuant to Section 7 (8) of these bylaws or for any other reason, the resulting by-election should be conducted at the next membership meeting.

**SECTION 13 - DELEGATES TO CONVENTIONS AND SCHOOLS**

- 1. Except for the President's option (Section 8 [1]), all delegates to conventions and conferences chosen by election at membership meetings. To be eligible to attend conventions, a member must ~~be in attendance of at least twenty-five percent (25%) sign in at least two (2)~~ of the regular general meetings (not including special ~~general membership meetings~~) in the previous twelve (12) months.

2. Schools and Seminars

- (a) A member must be in good standing at the time selections are made for attendance at the school.
- (b) To qualify for attendance at general interest seminars and schools, a member must be a member in good standing.
- (c) To qualify for attendance at the CUPE Weeklong School, a member must have completed all the prerequisite courses detailed in the school brochure and in addition, must have ~~attended~~ **signed in** at least two (2) general meetings in the past twelve (12) months.
- (d) To qualify for attendance at the CUPE ~~Weekend and~~ Winter Schools **and Workshops**, a member must have completed the prerequisite courses detailed in the school brochure and in addition, must have ~~attended~~ **signed in** at least two (2)

general meetings in the past twelve (12) months.

- (e) All selection for schools shall be approved by the membership.
  - (f) The members attending any schools or seminars shall provide a report at a subsequent general meeting.
3. Local 2509 shall pay transportation to and from conventions, conferences, seminars, and schools at the following rates:
- (a) ~~Conventions~~ **Travel** outside the Province of Manitoba - lowest air transportation rates shall be paid. Ground transportation will be paid if required at out-of-town functions.
  - (b) No transportation will be paid for inside the Greater Winnipeg area **if the member was previously schedule to work. For members attending on a non-workday, they shall receive mileage as per CUPE Manitoba policies.**
  - (c) Mileage will be reimbursed at the level of the current CUPE Manitoba rates for travel outside of the Greater Winnipeg area. This will be paid only to the member providing and using the vehicle.

#### **SECTION 14 - PER DIEM**

The per diem rates paid by Local 2509 will be as follows:

- 1. In the Greater Winnipeg area, **off site** - \$30 for a full day (greater than four [4] hours) or \$10 for a half day (four [4] hours) or less. ~~The costs of any parking charges are included in this per diem~~ **shall be reimbursed.**
- 2. In the province - \$55 per day for the number of days of the convention plus the actual cost of single room accommodation for the number of days of the convention.
- 3. Out of province - \$70 per day for the number of days of the convention, and the actual cost of single room accommodation for the number of days of the convention.
- 4. **Executive members attending to Union business on site, nonworking hours shall be paid per diem as follows:**
  - (i) **meeting(s) less than four (4) hours in total in one (1) day shall be paid a per diem of \$10;**
  - (ii) **meeting(s) totaling greater than four (4) hours in one (1) day shall be paid a per diem of \$20;**
  - (iii) **Executive members not on monthly parking with Seven Oaks General Hospital shall have their parking reimbursed.**



5. If accommodation is shared, only the actual cost of shared accommodation will be paid.
6. No accommodation costs will be paid for private residences.
7. Canadian Labour Congress and Canadian Union of Public Employees' schools, where room and board is covered in registration costs, will be paid at the rate of \$15 per day and board and room paid for by Local 2509 for the number of days of the school.
8. The out of province expenses outlined in (c) above can be extended for additional days to take advantage of any air fares that could result in a saving for the Local. Savings will be arrived at by determining the difference between bargain airfare and the cost of additional per diems and lost wages. If a net savings occurs to the Local then the Executive will be permitted to extend expenses.
9. All delegates to conventions, schools, or conferences shall provide a report to the next membership meeting after the event.

## SECTION 15 - CHILD CARE

### 1. General Meetings

Any member attending general monthly meetings or special meetings will be reimbursed to a maximum of ten dollars (\$10) per meeting attended for children aged 13 years and under. These child care expenses will be paid upon receipt of the form developed for this purpose and must have been paid to a person who was hired as a child care giver from outside the home.

### 2. Schools, Conventions, Union Functions

Any member elected or appointed to attend a Union function (e.g. schools, conventions, conferences) ~~on a day where they would not have normally had paid child care expenses~~ **when they were not previously scheduled to work** will be reimbursed for receipted expenses to the following maximums:

- (i) For children under 6 years of age:
  - \$20 per half day per household
  - \$40 per full day per household
- (ii) For children 6 years of age and up to 13 years of age:
  - \$12 per half day per household
  - \$24 per full day per household
- (iii) For 24-hour care (overnight) for children aged 13 years and younger:
  - \$50 per day per household

## SECTION 14 16 - COMMITTEES

### 1. Negotiating Committee

~~There shall be a negotiating committee elected by the membership at the annual meeting. It is preferable that each sector of the Local Union have one (1) representative on the committee. The function of the Committee is to prepare collective bargaining proposals and to negotiate a collective agreement. The CUPE Representative assigned to the Local shall be a non-voting member of the Committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.~~

**There shall be a negotiating committee elected by the membership one year prior to the expiration of the Collective Agreement. The Committee shall consist of two (2) members from the general membership along with the Provincial Health Care Council (PHCC) representative from Seven Oaks Hospital and the alternate. The CUPE National Representative shall be a non-voting member of the Committee and shall be consulted at all stages of negotiations. The Committee shall assist with the distribution and collection of bargaining surveys, as well as assist the local PHCC member should local issues arise through bargaining. Should there be a need to meet with the employer, the PHCC representative as well as the two (2) members elected by the membership will attend along with the National Representative. The alternate PHCC member will not attend, however will be kept informed of all information transpiring from such meetings.**

### 2. Special Committees

A special ad hoc committee may be established for a specified purpose and period by the membership at a meeting. The members shall be elected at the same or another membership meeting or may, by specific authorization of the membership, be appointed by the President or the Executive Board. Two (2) members of the Board may sit on any special committee as ex-officio members.

### 3. Standing Committees

The Chairperson of each standing committee shall be elected by the members at a membership meeting. The Chairperson and the Executive Board may, with the concurrence of the membership, jointly appoint other members to serve on a committee. The Vice-President shall be a member, ex-officio, of each committee. ~~There may be four (4) standing committees as follows:~~

#### (a) Grievance/Shop Steward Committee

- (i) This Committee shall process all grievances not settled at the initial stage and its reports shall be submitted first to the Executive Board, with a copy to the CUPE representative, and then to a membership meeting.

- (ii) Grievances must be in writing on the forms provided by the National Office and be signed by the complainant or complainants, as provided for in the collective agreement.
- (iii) The Committee shall comprise **of** the elected chairperson and ~~three (3) other members to be selected from among the shop stewards~~ **any trained shop steward**. The Committee shall appoint its secretary from among its members.
- (iv) ~~The Committee shall have representatives (shop stewards) involved from all sectors of the Hospital (i.e. ECS, Program Workers, Dietary and HCA).~~
- (v) ~~The Committee should consist of one (1) Executive Member, a Shop Steward and the member affected.~~
- (vi) The Committee shall have a report ready for each general membership meeting.

(b) Education Committee

It shall be the duty of this Committee to:

- (i) ~~arrange for representation of the Local at any appropriate and available educational seminar or conference~~ **identify educational needs of the Local** and submit recommendations to the Executive Board accordingly;
- (ii) **annually meet with the Manitoba Education Representative to ensure that the Local's educational needs are met.**
- (iii) **Should the Local wish to host any workshop through CUPE Union Development, they must first seek approval through the Executive Board.**
- (ii) ~~instruct delegates in the preparation of reports to the membership on seminars and conferences and maintain a reference file of these reports;~~
- (iii) ~~cooperate with the Executive Board in preparing press releases and other publicity material;~~
- (iv) ~~cooperate with the Education and Public Relations Department of CUPE, and with the regional Education Representative, in implementing both the Local's and CUPE's policies in these fields. The Committee shall comprise between three (3) and six (6) members and shall appoint its secretary from among its members.~~

(c) Sick/Social Committee Good of the Union

This Committee may:

- (i) ~~visit members who are ill;~~
- (ii) if a member is ill for more than a **one (1) week**, ~~have a card sent expressing the Local's concern and desire to help, whether the member is at home or in hospital~~ **the Local shall send a card;**
- (iii) arrange for blood donors to replace blood or plasma required by a member or one of his immediate family;
- (iv) ~~extend the Local's condolences in the event of the death of a member or one of his immediate family and make other appropriate gestures in accordance with custom or the wishes of the family concerned, not to exceed \$50;~~
- (v) the Committee shall comprise ~~between three (3) and~~ **of a maximum of six (6) members** and ~~may appoint a~~ **shall include the** Secretary-Treasurer ~~from among its members~~. It shall be reimbursed by the Executive Board for expenses incurred in the performance of its duties;
- (vi) it is the function of this Committee to arrange and conduct all social and recreational activities of the Local either on the Committee's own initiative or as a result of decisions taken at membership meetings. The Committee shall submit reports and proposals to the Executive Board or to the membership as required. A ceiling for the Committee's net expenditures shall be fixed annually by the membership but, other than that, all social and recreational events and activities shall be self-supporting. The Executive Board shall be held responsible for the proper and effective functioning of this Committee. ~~The Committee shall comprise between three (3) and six (6) members and may appoint a Secretary-Treasurer from among its members;~~
- (vii) **The Committee shall arrange all activities of the Local following the recommendation of the Executive Board and voted on by the Local.**

(d) Newsletter Communication Committee

- (i) shall consist of up to three (3) members: ~~the Editor, the Assistant Editor, and an Artist~~. **The Committee members shall be elected from the general membership and shall include a chairperson;**
- (ii) **The Committee will be responsible for maintaining the website, preparing newsletters or bulletins as required, or any other**

**communication as directed by the Executive Board;**

- (iii) Committee members will be required to take CUPE Communications **Workshop; Newsletter Writing course or have experience in producing a newsletter;**
  - (iv) ~~shall be allowed to have one (1) day every four (4) months to produce a newsletter; expenses to cover lost wages, one (1) day leave of absence to produce the newsletter, and one (1) day's per diem;~~
  - (v) ~~a section of the newsletter will be devoted to describing a section of the Collective Agreement to help members to better understand their Collective Agreement; another section will include a report from the Chairpersons of our Standing Committees in each production of the newsletter.~~
- (e) Health and Safety Committee
- (i) shall consist of up to ~~three (3)~~ **six (6)** members of which ~~two (2)~~ **three (3)** members ~~shall preside a Co-Chairpersons of~~ **will participate on the Workplace Health and Safety Committee;**
  - (ii) ~~the Co-Chairpersons shall be involved in the Joint Safety and Health Committee of the Seven Oaks General Hospital;~~
  - (iii) ~~the two (2) Co-Chairpersons shall be members~~ **three (3) members of the Committee shall be** entitled to attend the CUPE Health and Safety Conferences put on by CUPE, ~~both the Provincial and National conferences~~ **sponsored by CUPE and voted on by the members.**
  - (iv) ~~acquire the basic background information and expertise to protect the membership;~~
  - (v) participate in educational programs for members of the Local on Health and Safety matters;
  - (vi) distribute periodic reports to the membership on health and safety issues;
  - (vii) through the joint Safety and Health Committee ensure that management introduces appropriate changes and makes the necessary expenditures to ensure proper safety and health for all Seven Oaks General Hospital employees;
  - (viii) ensure that no member of the Local is performing duties that are unsafe or unhealthy.

(f) Human Rights Committee

- (i) ~~shall consist of three (3) members or more;~~
- (ii) ~~the mandate of the Committee will be to address issues of racism, discrimination, harassment and women's issues in the Local;~~
- (iii) ~~the Chairperson of the Committee shall write articles for the newsletter to help educate the membership on what the issues are surrounding the mandate of the Committee.~~

**SECTION 15 - DONATIONS TO CHARITIES**

The Executive will develop prioritization for donations taking into account the past practice of the Local, all recommendations will be brought to the general membership meetings for approval by the membership. ~~Recommendations will be based on:~~

1. ~~the public relations value that the Local would receive;~~
2. ~~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;~~
3. ~~that charitable appeals, by charitable organizations located in the Winnipeg area, be given first consideration.~~
4. ~~a receipt shall be provided for all donations.~~

**SECTION 16 - LABOUR AFFILIATIONS**

The Local shall affiliate to the following Labour Organizations:

- ◆ CUPE Manitoba
- ◆ Provincial Health Care Council
- ◆ Manitoba Federation of Labour
- ◆ Winnipeg Labour Congress

**SECTION 17 - DEATH BENEFIT**

~~A death benefit of two hundred dollars (\$200) shall be paid to a beneficiary named by the member who is currently employed.~~

## **SECTION 18 - RULES OF ORDER**

All meetings of the Local shall be conducted in accordance with the basic principles of Canadian parliamentary procedure. Some of the more important rules to ensure free and fair debate are appended to these bylaws as Appendix "A". These rules shall be considered as an integral part of the bylaws and may be amended only by the same procedure used to amend the bylaws.

In situations not covered by Appendix "A", the CUPE Constitution may provide guidance, but, if the situation is not dealt with there, *Bourinot's Rules of Order* shall be consulted and applied.

## **SECTION 19 - AMENDMENT**

1. These bylaws are always subordinate to the CUPE Constitution (including Appendix "B") as it now exists or may be amended from time to time, and in the event of any conflict between these bylaws and the CUPE Constitution the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President.
2. These bylaws shall not be amended, added to, or suspended except upon a majority vote of those present and voting at a regular or special membership meeting following at least seven (7) days' notice at a previous meeting or at least sixty (60) days' written notice.
3. No change in these bylaws shall be valid and take effect until approved by the National President of CUPE. The validity shall date from the letter of approval of the National President.

**APPENDIX "A"**  
**BOURINOT'S RULES OF ORDER**

1. The President or, in his absence, the Vice-President, shall take the chair at all membership meetings. In the absence of both the President and Vice-President, the Recording Secretary shall act as President, and in his absence a President pro-tem shall be chosen by the Local.
2. No member, except the Chairperson of a Committee making a report or the mover of a resolution, shall speak more than five (5) minutes, or more than once on the same question without the consent of the meeting or until all who wish to speak have had an opportunity. Chairpersons and movers of a resolution shall be limited to fifteen (15) minutes, except with the consent of the meeting.
3. The President shall state every question coming before the Local, and before allowing debate thereon, and again immediately before putting it to a vote, shall ask "Is the Local ready for the question?" Should no member rise to speak, the question shall then be put.
4. A motion to be entertained by the presiding officer must be moved and seconded; both mover and seconder must rise and be recognized by the Chair.
5. A motion to amend, or to amend an amendment shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment, or amendment to an amendment, which is a direct negative of the resolution shall be in order.
6. On motion, the regular order of business may be suspended, by a two-thirds ( $\frac{2}{3}$ ) vote of those present, to deal with any urgent business.
7. All resolutions and motions other than those named in Rule 17, or those to accept or adopt the report of a committee, shall, if requested by the presiding officer, be presented in writing before being put to the Local.
8. At the request of any member, and upon a majority vote of those present, a question may be divided when the sense will admit of it.
9. Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.
10. When a member wishes to speak on a question or to make a motion, he shall rise in his place and respectfully address the presiding officer, but, except to state that he rises to a point of order or on a question of privilege, he shall not proceed further until recognized by the chair.
11. When two (2) or more members rise to speak at the same time, the presiding officer shall decide which one is entitled to the floor.



12. Every member, while speaking, shall adhere to the question under debate and avoid all personal, indecorous, or offensive language, as well as any poor reflection on the Local or member thereof.
13. If a member, while speaking, is called to order, he shall cease speaking until the point is determined; if it is decided he is in order, he may again proceed.
14. No religious discussion shall be permitted.
15. The President shall take no part in debate while presiding, but may yield the chair to the Vice-President in order to speak on any question before the Local, or to introduce a new question.
16. The presiding officer shall have the same rights as other members to vote on any question. In case of a tie, he may in addition give a casting vote, or, if he chooses, refrain from breaking the tie, in which case the motion is lost.
17. When a motion is before the Local, no other motion shall be in order except (a) to adjourn, (b) to put the previous question, (c) to lay on the table, (d) to postpone for a definite time, (e) to refer, (f) to divide or amend, which motions shall have precedence in the order named. The first three of these shall be decided without debate.
18. A motion for the previous question, when regularly moved and seconded, shall be put in this form "Shall the main question be now put?" If it is adopted, the President shall proceed to take the vote on the resolution and amendments thereto (if any) according to their priority. If an amendment or an amendment to an amendment is adopted, the original resolution, as amended, shall be put to the Local.
19. A motion to adjourn is in order except (a) when a member has the floor, and (b) when members are voting.
20. A motion to adjourn, having been put, and lost, shall not be in order again, if there is further business before the Local, until fifteen (15) minutes have elapsed.
21. After the presiding officer declares the vote on a question, and before the Local proceeds to another order of business, any member may ask for a division. A standing vote shall then be taken and the Secretary shall count same.
22. If any member wishes to challenge (appeal) a decision of the chair he must do so at the time the decision is made. If the challenge is seconded, the member shall be asked to state briefly the basis for his challenge. The chairperson may then state briefly the basis for his decision, following which the chairperson shall immediately and without debate put the question: "Shall the decision of the chair be sustained?" A majority vote shall decide except that in the event of a tie the chair is sustained.

23. After a question has been decided, any two (2) members who have voted in the majority may, at the same or next meeting, move reconsideration thereof.
24. No member shall enter or leave a meeting during the reading of the minutes, the initiation of new members, the installation of officers, or the taking of a vote; and no member shall be allowed to leave without the permission of the Vice-President.
25. The Local's business and proceedings of meetings are not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.

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