

BYLAWS



CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1973

**EMPLOYEES OF
CONCORDIA HOSPITAL**

Approved by National Office: July 4th, 2011

**With Recommended National Amendments and Edits Approved by Membership
Nov 11/2011**

Equality Statement

Union solidarity is based on the principle that union members are equal and deserve mutual respect at all levels. Any behaviour that creates conflict prevents us from working together to strengthen our union.

As unionists, mutual respect, cooperation and understanding are our goals. We should neither condone nor tolerate behaviour that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile or offensive environment.

Discriminatory speech or conduct which is racist, sexist, transphobic or homophobic hurts and thereby divides us. So too, does discrimination on the basis of ability, age, class, religion, language and ethnic origin.

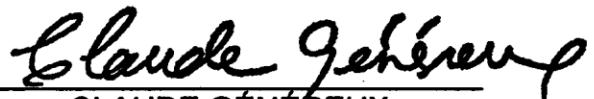
Sometimes discrimination takes the form of harassment. Harassment means using real or perceived power to abuse, devalue or humiliate. Harassment should not be treated as a joke. The uneasiness and resentment that it creates are not feelings that help us grow as a union.

Discrimination and harassment focus on characteristics that make us different; and they reduce our capacity to work together on shared concerns such as decent wages, safe working conditions, and justice in the workplace, society and in our union.

CUPE's policies and practices must reflect our commitment to equality. Members, staff and elected officers must be mindful that all sisters and brothers deserve dignity, equality and respect.



PAUL MOIST
National President



CLAUDE G N REUX
National Secretary-Treasurer

TABLE OF CONTENTS

INTRODUCTION	1
SECTION 1 - NAME.....	1
SECTION 2 - OBJECTIVES.....	1
SECTION 3 - REFERENCES	2
SECTION 4 - MEMBERSHIP MEETINGS -	2
Regular Membership Meeting	2
Nomination Meeting	3
Special Membership Meeting	3
Bylaw Meeting.....	3
SECTION 5 – ELECTIONS.....	4
Yearly.....	4
By-Elections.....	4
Nominations.....	5
Vote/Elections.....	6
Installation of Officers	7
Terms of Office.....	7
SECTION 6 - OFFICERS OF THE LOCAL	8
Officers	8
Terms of Office.....	8
Rules of Governing Officers.....	8
SECTION 7 - EXECUTIVE BOARD.....	10
Rules Governing the Executive Board.....	10
Signing Authority.....	10
SECTION 8 - DUTIES OF OFFICERS	11
President.....	11
Vice-President ConcHospital.....	12
Vice-President Concordia Place	12
Lead Steward	13
Treasurer	14
Secretary	16
Trustees	17
Membership Officer.....	18
Provincial Health Care Council Representative	18
SECTION 9 - REPRESENTATIVES OF LOCAL - APPOINTED OR VOLUNTARY	19
Stewards.....	19
Disability Management Representative	19
Health and Safety Representatives - Concordia Hospital and Concordia Place.....	20

SECTION 10 - COMMITTEES	21
Special Committees	21
Grievance Committee	21
SECTION 11 - CONVENTIONS.....	22
Reimbursements.....	22
Attendance Options.....	22
Attendance Requirements	22
CUPE National Convention.....	23
CUPE Provincial Convention	23
PHCC Convention	24
SECTION 12 - GENERAL EDUCATION.....	25
Reimbursements.....	25
Attendance Options.....	25
Attendance Requirements	25
SECTION 13 - HONORARIA	26
SECTION 14 - LOCAL EXPENDITURES	26
Affiliations	26
SECTION 15 - SIGNING AUTHORITY.....	27
SECTION 16 - MEMBER RETIREMENT BONUS	27
SECTION 17 - EXPENDITURES.....	28
Wages.....	28
Vacation Reimbursement.....	28
Per Diems.....	28
Registration.....	29
Hotel.....	29
Transportation.....	29
Phone and Internet.....	30
SECTION 18 - CREDIT CARDS.....	30
SECTION 19 - FEES, DUES, AND ASSESSMENTS	31
SECTION 20 - COMPLAINTS AND TRIALS	31
SECTION 21 - AMENDMENTS TO BYLAWS.....	32
SECTION 22 - PRINTING AND DISTRIBUTION OF BYLAWS	32
SECTION 23 - RULES OF ORDER.....	32
SECTION 24 - APPENDIX “A” - RULES OF ORDER	33

INTRODUCTION

Local 1973 of the Canadian Union of Public Employees has been formed to:

- **Improve the social and economic well-being of all its members;**
- **Promote equality for all members and to oppose all types of harassment and discrimination;**
- **Promote the efficiency of public services; and**
- **Express its belief in the unity of organized labor.**

The following Bylaws are adopted by **Local 1973** in accordance with the **CUPE National Constitution** (Articles 13.3 and B.7.1) to **protect the rights of all members, to provide for responsible governance of the Local Union, and to involve as many members of the Local Union as possible through the sharing of duties and responsibilities.**

CUPE chartered organizations shall respect and apply the CUPE National Equality Statement to all of the chartered organizations' activities.

The CUPE National Equality Statement forms part of these Bylaws.

SECTION 1 - NAME

The name of this Local shall be **Canadian Union of Public Employees
Local 1973 (Concordia Hospital Employees).**

SECTION 2 - OBJECTIVES

The objectives of **Local 1973** are to:

- (a) secure the best possible pay, benefits, working conditions, job security, pensions and retiree benefits for its members;**
- (b) provide an opportunity for its members to influence and shape their future through free democratic trade unionism;**
- (c) encourage the settlement by negotiation and mediation of all the disputes between the members and their employers;**
- (d) eliminate harassment and discrimination of any sort or on any basis; for the equality of treatment regardless of class, race, color, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, religious beliefs, or mental and physical disability; and the active opposition of discrimination of same wherever it occurs or appears;**
- (e) establish strong working relationships with the public we serve and the communities in which we work and live;**
- (f) support CUPE in reaching all of the objectives set out in Article II of the CUPE National Constitution.**

SECTION 3 – REFERENCES

- (a) Feminine pronouns shall be understood to include the masculine gender.
- (b) Numbers of articles at the end of sections or sub-sections **in this document** refer to relevant articles of the CUPE **National Constitution** which should be read **together** with **these Bylaws**.

SECTION 4 - MEMBERSHIP MEETINGS - Regular

- **Nomination**
- **Special**
- **Bylaw**

The minimum number of members required to be in attendance for the transaction of business at any regular, special meeting shall be ten (10) members, **including three (3)** members of the Executive Board.

Local 1973 is committed to ensuring that all of its meetings and activities are a safe environment where members are encouraged to speak. Existing members are encouraged to welcome, mentor and support new members and equity-seeking members.

a) **Regular Membership Meeting**

Shall be held as called every month except July and August. Notice of meetings shall be posted on Local Union bulletin boards **48 hours prior to the meeting**.

The order of business at regular membership meetings is as follows:

- (i) Call to Order
- (ii) Roll Call of Officers
- (iii) **Reading of Equality Statement**
- (iv) **Voting on New Members and Initiation**
- (v) **Reading and Approval of Minutes of Previous Meeting**
- (vi) Matters Arising out of the Minutes
- (vii) Treasurer's Report **and Approval of Expenditures**
- (viii) **Correspondence**
- (ix) Executive Board Report
- (x) Reports of Committees and Delegates
- (xi) Nominations, Elections, or Installations
- (xii) Unfinished Business
- (xiii) New Business
- (xiv) Good of the Union
- (xv) Adjournment (Article B.8.1)

b) **Nomination Meeting**

Notice for **“Call for Nominations” shall be posted for a minimum of two (2) weeks prior to the February general meeting date with notice for Election Day being posted thereafter for a minimum of two (2) weeks prior to the election date.**

c) **Special Membership Meeting**

May **be required and shall be called** by the Executive Board, or **may be** requested in writing by no fewer than seventy-five (75) members of general membership or ten percent (10%) of a specific classification.

The President shall immediately call a special meeting when so ordered or requested and shall **ensure** that all members receive at least **forty-eight (48) hours** notice of the special meeting and the subject(s) to be discussed (**except for bylaw meetings as directed below**).

No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.

d) **Bylaw Meeting**

A regular meeting, or special membership meeting, may be called for the purpose of amending, adding to, or suspending the Local Union’s Bylaws upon a majority vote of those present, provided that at least seven (7) days notice at a previous meeting or at least sixty (60) days written notice has been given (Article B.7.1).

SECTION 5 – ELECTIONS - Yearly / By-Elections

- Nominations - Election Committee/ Call for Nominations
- Positions Filled by Acclamation
- Election Notice / Voting
- Installation of Officers / Terms of Office

YEARLY**a) Call For Nominations:**

Notice of “Call for Nominations February General Membership Meeting” shall be posted for a minimum of two (2) weeks prior to the February general meeting date and nominations shall occur at the February general meeting.

b) Elections Committee:

At the February general membership meeting the Executive Board will appoint an Elections Committee in accordance with the Local Union’s Bylaws.

c) Voting/Elections:

Voting shall take place in the month of March between the hours of 0700 and 1600 on the day in March declared to be the election day and shall take place at a polling station at a location as determined by the Executive Board.

d) Terms of Office:

Officers shall be elected for two (2) year terms concurrently:

- Even Year - President, Vice-President ConcPlace, Secretary, Membership Officer
- Odd Year - Vice-President ConcHosp, Lead Steward, Treasurer

The 3rd year Trustee shall be elected yearly. 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.

BY-ELECTIONS

Should an office fall vacant the resulting by-election should be conducted within sixty (60) days in accordance with the Local Union’s Bylaws. A postponement of the by-election may occur if so voted by a majority of the members at a regular general membership meeting.

b) An office shall be declared vacant if:

- an officer voluntarily resigns;
- an officer is on an LOA of longer than three (3) months without prior approval of members-at-large;
- an officer fails to answer roll call for three (3) consecutive general meetings without having good and sufficient cause as determined by a majority of the executive board (Article B.2.5);
- a Treasurer is not bondable (Article B.3.9);
- if the VPs do not work in the facility in which they are elected to represent.

Office of Trustee:

In the case of vacancies occurring in the office of Trustee, a Trustee shall be elected to fill the unexpired term in order to preserve overlapping terms of office (Article B.3.10).

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.

NOMINATIONS

Election Committee:

An Election Committee shall be appointed by the Executive Board at the general membership meeting in February and shall consist of a Returning Officer and two (2) assistants.

The Election Committee shall have authority to appoint additional members as needed to assist the committee.

- (a) No member seeking election shall be a member of the Election Committee.**
- (b) The Returning Officer shall be chairperson of the Election Committee.**
- (c) The Returning Officer shall ensure that notices regarding nominations/elections are posted in accordance with the Local Union's Bylaws.**
- (d) The Election Committee shall have full responsibility for nominations and voting arrangements and shall treat information submitted as confidential.**
- (e) The Election Committee will have all expenses recoverable (wages/per diem) should an LOA be required.**
- (f) The Election Committee shall determine the form of the ballot and ensure that sufficient quantities are made available in good time.**

Call for Nominations:

The Returning Officer will call for nominations at the February general membership meeting and the nominations shall be reflected in the Local Union's minutes.

Nominations will be subject to the following rules:

- (a) Nominations will be accepted from members in attendance at the nomination meeting or from any member who has allowed their name to be filed in writing at the meeting. Written consent to stand for nomination shall be duly witnessed by another member in good standing.**
- (b) There shall be no attendance requirements to be eligible for nomination.**
- (c) No member may hold more than one (1) elected position, with the exception of the PHCC Representative.**
- (d) Members must be working at Concordia Hospital or Concordia Place to be nominated for officer of the Local Union.**
- (e) Vice-President ConcHosp must work at Concordia Hospital to hold office of VP-ConcHosp.**
- (f) Vice-President ConcPlace must work at Concordia Place to hold office of VP-ConcPlace.**
- (g) 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.**
- (h) The Treasurer must be bondable, and anyone who cannot qualify for the bond shall be disqualified.**
- (i) No member shall be eligible for nomination if he is in arrears of dues and/or assessments.**
- (j) To be eligible for nomination, a member must be a member in good standing as set out in Article B.10.3 of the National Constitution.**

Positions Filled by Acclamation:

- (a) If after the call for nomination there is only one (1) nominee for an officer position, the Returning Officer and/or Assigned Servicing Representative shall declare the nominee elected to the position by acclamation.
- (b) The position will not be included in the ballot for elections in March.
- (c) Should all positions open for nomination be filled by acclamation, the Returning Officer and/or Assigned Servicing Representative shall declare Election Day in the following month cancelled.
- (d) Members elected by acclamation shall be sworn in at the following general membership meeting.

Notice of Outcome

The Returning Officer shall then ensure a list is posted declaring the outcome of the nominations meeting.

VOTE/ELECTIONS**Vote/Election Notice:**

The Returning Officer will ensure that notice is posted for a minimum of two (2) weeks prior to the election date naming the election date, time and place for voting as has been determined by the Executive Board in accordance with the Local Union's Bylaws.

Voting:

Voting shall take place between the hours of 0700 and 1600 on the day in March declared to be the election day and shall take place at a polling station at a location as determined by the Executive Board.

All officers of the Local Union shall be elected by a majority of unspoiled ballots cast on the election day for which notice has been given in accordance with the Local Union's Bylaws (Article B.2.3).

The vote shall be by secret ballot.

- (a) Printed ballots listing candidates for all positions will be prepared by the Election Committee and the Committee shall ensure that sufficient quantities are made available in good time for voting day.
- (b) The ballot box(s) must be supervised at all times by a minimum of two (2) members of the Election Committee for the hours of ballot casting.

- (c) **Voting by proxy shall not be allowed.**
- (d) **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 Assigned Servicing Representative will oversee the ballot counting process, and each member running for office may declare a scrutineer to observe the ballot count.**
- (f) **The Assigned Servicing Representative shall declare a winner in accordance with the Bylaws of the Local Union.**
- (g) **The President shall have, in case of a tie vote in any matter, including elections, the right to cast an additional vote to break the tie.**
- (h) **Ballots shall be safeguarded by the Election Committee until the next general membership meeting at which time a motion to destroy the ballots must be made.**
- (i) **Any member may request a recount of the votes for any election and a recount shall be conducted if the request is supported, in a vote, by at least the number of members equal to the quorum for a membership meeting.**
- (j) **The Returning Officer shall ensure that a list declaring the outcome of the election is posted in accordance with the Local Union's Bylaws.**

INSTALLATION OF OFFICERS

All duly elected officers shall be installed **at the next general meeting held following the election.**

TERMS OF OFFICE

- (a) All duly elected officers shall continue in office for two (2) years in accordance with the Local Union's Bylaws governing Officers-Terms of Office, or until a successor has been elected and installed, provided, however, that no term of office except for Trustees shall be longer than two years (Article B.2.4).
- (b) The terms of office for Trustees shall be as laid down in the CUPE Constitution (Article B.3.10).

SECTION 6 - OFFICERS OF THE LOCAL

Officers

“Officers of the Local Union” shall be:

- President, Vice-President Concordia Hospital, Vice-President Concordia Place, **Lead Steward**, Treasurer, Secretary, **Membership Officer**, and Trustees.

In addition the Local Union may provide for such other officers as deemed necessary for the conduct of business **as voted on at a general membership meeting, and the duties and conditions of the office shall be inscribed in the minutes of the meeting** (Article B.2.1).

***The Membership Officer and Trustees (Article B.2.2) shall be Officers of the Local Union but shall not serve on the Executive Board.**

Terms of Office

Officers: (except Trustees) shall be elected for alternating two (2) year terms which shall run as follows:

- **Even Years:** President, Vice-President Concordia Place, Secretary and Membership Officer concurrently;
- **Odd Years:** Vice-President Concordia Hospital, Lead Steward, Treasurer concurrently.

Trustees: A 3rd Year Trustee shall be elected yearly.

Trustees shall descend in position occupancy each year with the yearly election of a 3rd year Trustee in order to preserve overlapping terms of office (Article B.3.10), so that one shall serve for a period of three (3) years, one shall serve for two (2) years and one for one (1) year.

Rules of Governing Officers

- An officer must be working at Concordia Hospital or Concordia Place to be officer of the Local Union.**
- The Vice-President Concordia Hospital must be working at Concordia Hospital to hold office of VP-CH. If the person occupying this office does not work at CH the office shall be declared vacant and an election held.**

The Vice-President Concordia Place must be working at Concordia Place to hold office of VP-CP. If the person occupying this office does not work at CP the office shall be declared vacant and an election held.

- No officer may hold more than one (1) elected position on the executive board (Article B.2.4) with the exception of the PHCC Representative.**

- (d) All officers, except Trustees, shall be elected for alternating two (2) year terms where in **even years** President, VP-ConcPlace, Secretary and **Membership Officer** serve concurrent terms and in where in **odd years Lead Steward**, VP-ConcHosp and Treasurer serve concurrent terms.

Each year the Local Union shall elect a third (3rd) year Trustee (Article B.3.10 and B.2.2).

- (e) **Any officer absent from the facility due to an LOA of longer than three (3) months needs prior approval of the members-at-large as voted at a general membership meeting in order to retain the position.**
- (f) **If any officer is on a LOA of longer than three (3) months without prior approval of members-at-large the office shall be declared vacant and a by-election held in accordance with the Local Union's Bylaws.**
- (g) Should an officer fail to answer roll call for three (3) consecutive meetings without having good and sufficient cause **as determined by a majority of the executive board**, that office shall be declared vacant and a by-election held in accordance with the Local Union's Bylaws (Article B.2.5).
- (h) Should the Treasurer not be bondable the office shall be declared vacant and an election held in accordance with the Local Union's Bylaws (Article B.2.5).
- (i) **All officers shall uphold the Oath of Office and enforce the CUPE Constitution, Policies & Bylaws of the Local Union (Article B.1.4) and the Equality Statement.**
- (j) All officers shall ensure that the Collective Agreement is adhered to by both the Employer and the members.
- (k) All officers shall ensure that grievances are investigated, researched and processed using complete confidentiality.
- (l) All officers are required to take a CUPE Education training course relevant to the position, within one year subject to course availability.
- (m) Upon termination of office, an officer will immediately surrender all books, seals, records and other properties of the Local Union (Articles B.2.1 & B.2.3).

SECTION 7 - EXECUTIVE BOARD

The Executive Board shall **consist of** the following **elected officers**:

- President, Vice-President **ConcHosp**, Vice-President **ConcPlace**, **Lead Steward**, Secretary, Treasurer.

In addition the Local Union may provide for such other officers as deemed necessary for the conduct of business **as voted on at a general membership meeting, and the duties and conditions of the office shall be inscribed in the minutes of the meeting** (Articles B.2.1).

***The Membership Officer and Trustees (Article B.2.2) shall be officers of the Local Union but shall not serve on the Executive Board.**

Rules Governing the Executive Board

- The Executive Board shall meet at least eight (8) times yearly (Article B.3.14) or when called upon by the President.**
- The Executive Board Officers shall have the power and authority to act on behalf of the Local Union.**
- Fifty percent (50%) of the Executive Board constitutes a quorum **for executive meetings.**
- The Executive Officers shall hold title to any assets of the Local Union as trustees for the Local Union. They shall have no right to sell, convey, or encumber any assets without first giving notice and then submitting the proposition to a membership meeting and having it approved.
- The Executive Board shall do the work delegated to it by the Local Union and shall be held responsible for the proper and effective functioning of all committees.
- The Executive Board shall be responsible for ensuring that all motions carried at general meetings are followed through to completion.**
- All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution (Articles B.6.1 to B.6.7).
- An officer of the Executive Board shall represent the Local Union at **Labour Management and Grievance meetings.**

Signing Authority

- The Treasurer and two (2) other officers of the Executive Board shall have signing authority and shall be properly bonded as set out in the CUPE Constitution (Article B.3.5).
- Signing Officers will ensure that the Local Union's funds are used only as authorized or directed by the Constitution, Bylaws or vote of the membership (Article B.4.4).
- Signing Officers will ensure that expenses incurred on behalf of the Local Union are listed on proper forms outlining the expense, the reason for the expense and are supported by receipts.**
- All cheques will be signed by the Treasurer and countersigned by one (1) other Signing Officer (Article B.4.4).

SECTION 8 - DUTIES OF OFFICERS

(a) The President shall:

- **be elected in accordance with the Local Union's Bylaws (Article B.2.3);**
- be required to take CUPE Educational training courses, relevant to the position, within one (1) year, subject to course availability;
- **transact such business as may pertain to the office of President, and which may be necessary for the proper functioning of the Local Union (Article B.3.1);**
- preside at all Executive, membership and special meetings and preserve order (Article B.3.1);
- decide all points of order and procedure (subject always to appeal to the membership);
- have a vote on all matters (except appeals against the President's 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;
- **appoint members to committee vacancies where elections are not provided for (Article B.3.1);**
- be recognized as being ex-officio member of committees;
- ensure that all officers perform their assigned duties;
- enforce the CUPE Constitution, Policies & Bylaws of the Local Union and the Equality Statement;
- ensure that the Collective Agreement is adhered to by both the Employer and the members (Article B.3.1);
- ensure that grievances are investigated, researched and processed using complete confidentiality;
- **have deciding authority in the disposition of grievances;**
- **have the deciding authority on attendance to classes when there is a conflict;**
- **upon termination of office, immediately surrender all books, seals, records and other properties of the Local Union (Article B.3.1).**

First Preference

- have first preference as a delegate to the CUPE National Convention, **CUPE Manitoba Convention, MFL Convention, CLC Convention (Article B.3.1);**
- **have first preference along with the PHCC Rep to attend PHCC Conference;**
- **have first preference for all educational sessions.**

Financial

- ensure that the Local Union's funds are used only as authorized or directed by the Constitution, Bylaws, or vote of the membership;
- be allowed necessary funds to reimburse herself or any officers for expenses incurred on behalf of the Local Union provided the claims are listed on proper forms outlining the expense, the reason for the expense and are supported by receipts;
- **ensure that an audit occurs at least once a year.**

Credit Cards

- **be responsible for ensuring the Local Union's credit cards are issued to the President and Treasurer only and are only used for the purpose of conducting Local Union business;**
- **ensure that proper documentation is signed by parties issued the credit cards which states that the party issued the card will be one hundred percent (100%) responsible for all charges which are not incurred on behalf of the Local Union;**
- **ensure that credit cards are returned and cancelled immediately when an office is vacated and that documentation is signed and witnessed indicating the card has been returned and cancelled;**
- **ensure that if a credit card is not returned by the officer vacating office the card is immediately cancelled and if necessary legal measures are taken to recover monies owed to the Local Union.**

(b) **The Vice-President ConcHospital shall:**

- **be working at Concordia Hospital to hold office of VP-ConcHosp;**
- **be elected in accordance with the Local Union's Bylaws (Article B.2.3);**
- **be required to take a CUPE Educational training courses, relevant to the position, within one (1) year, subject to course availability;**
- **preside when called upon by the President;**
- **preside at times when the President may be unable to discharge the duties of that office (Article B.3.2);**
- **if the President is absent, or incapacitated, perform all duties of the President;**
- **if the office of President falls vacant, be Acting President until a new President is elected;**
- **render assistance to any member of the Board as directed by the Board;**
- **enforce the CUPE Constitution, Policies & Bylaws of the Local Union and the Equality Statement;**
- **ensure that the Collective Agreement is adhered to by both the Employer and the members;**
- **ensure that grievances are investigated, researched and processed using complete confidentiality;**
- **upon termination of office, immediately surrender all books, seals, records and other properties of the Local Union.**

(c) **The Vice-President Concordia Place shall:**

- **be working at Concordia Place to hold office of VP-Concordia Place;**
- **be elected in accordance with the Local Union's Bylaws (Article B.2.3);**
- **be required to take a CUPE Educational training courses, relevant to the position, within one (1) year, subject to course availability;**
- **attend membership, facility and Labour Management meetings as the Representative for Concordia Place;**
- **preside when called upon by the President;**
- **preside at times when the President/and VP Concordia Hospital may be unable to discharge the duties of that office (Article B.3.2);**
- **if the office of President falls vacant and the VP ConcHosp is unable to perform the duties of the President, the VP ConcPlace shall be Acting President until a new President is elected;**
- **render assistance to any member of the Board as directed by the Board;**
- **enforce the CUPE Constitution, Policies & Bylaws of the Local Union and Equality Statement;**
- **ensure that the Collective Agreement is adhered to by both the Employer and the members;**
- **ensure that grievances are investigated, researched and processed using complete confidentiality;**
- **upon termination of office, immediately surrender all books, seals, records and other properties of the Local Union.**

(d) **The Lead Steward shall:**

- be elected in accordance with the Local Union's Bylaws (Article B.2.3);
- be required to take a CUPE Educational training courses, relevant to the position, within one (1) year, subject to course availability;
- preside when called upon by the President and when the President/VPs may be unable to discharge the duties of that office;
- render assistance to any member of the Board as directed by the Board;
- enforce the CUPE Constitution, Policies & Bylaws of the Local Union and Equality Statement;
- ensure that the Collective Agreement is adhered to by both the Employer and the members;
- upon termination of office, immediately surrender all books, seals, records and other properties of the Local Union.

Grievances:

- keep the President informed of all grievances filed;
- ensure that grievances are investigated, researched and processed using complete confidentiality;
- attend grievance meetings;
- be chairperson of the Grievance Committee and ensure the committee meets to process all appeals;
- carry forward the instructions of the President when processing grievances at the Local Union level, at mediation or arbitration;
- have the necessary authority to dispose of, resolve or close a grievance after discussion with the President and/or Grievance Committee, or as directed by the Local Union's assigned Servicing Representative.

(e) **The Treasurer shall:**

- **be elected in accordance with the Local Union's Bylaws (Article B.2.3);**
- be bonded through the master bond held by the National Office, and any Treasurer who cannot qualify for the bond shall be disqualified from office (Article B.3.9);
- **should an office become vacant an election shall then be held in accordance with the Local Union's Bylaws (Article B.3.5);**
- be required to take a CUPE Educational training course, relevant to the position, within one (1) year, subject to course availability;
- **preside when called upon by the President/VPs;**
- **render assistance to any member of the Board as directed by the Board;**
- enforce the CUPE Constitution, Policies & Bylaws of the Local Union and **Equality Statement;**
- ensure that the Collective Agreement is adhered to by both the Employer and the members;
- be empowered, with the approval of the membership, to employ necessary clerical assistance to be paid for out of the Local Union's funds;
- upon termination of office, immediately surrender all books, seals, records, credit card and other properties of the Local Union.

Financial Reporting/Transactions:

- record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices (Article B.3.4);
- throughout her term, and on behalf of the membership, be responsible for maintaining and 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 (Article B.3.4);
- pay no money unless supported by a voucher duly signed by the President or 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 Union is affiliated;
- ensure all expenditures are made by cheque, signed by the Treasurer and countersigned by one (1) other signing officer (Article B.4.4);
- **be responsible for issuing the bonus gift to retirees in accordance with the Local Union's Bylaws;**
- **submit a written financial statement monthly to members at a regular membership meeting (Article B.3.6) detailing all income and expenditures for the period;**
- **submit a written financial statement monthly to the President or assigned Servicing Representative, regardless of whether a regular membership meeting is held (Article B.3.6);**
- **receive and record all revenue, initiation fees, dues and assessments;**
- **deposit promptly all money with a bank or credit union;**
- **ensure that per capita tax is paid by direct remittance, or where per capita tax is not paid by direct remittance, prepare all CUPE National per capita tax forms and remit payment, including one dollar (\$1) of each initiation fee on all members admitted if applicable, no later than the last day of the following month;**
- ensure that the Local Union's funds are used only as authorized or directed by the Constitution, Bylaws or vote of the membership (Article B.4.4).

Signing Authority:

- ensure two (2) officers of the Executive Board have signing authority in addition to the Treasurer and that all parties are properly bonded as set out in the CUPE Constitution (Article B.3.5);
- ensure all cheques are signed by the Treasurer and countersigned by one (1) other signing officer (Article B.4.4);
- **in consultation with the Executive Board, designate a signing officer during prolonged absences;**
- **ensure that the financial institution where the Local Union's monies are held is notified promptly of the designated signing authorities.**

Credit Cards:

- **be responsible for ensuring the Local Union's credit cards are issued to the President and Treasurer only and are only used for the purpose of conducting the Local Union's business;**
- **ensure that proper documentation is signed by parties issued the credit cards which states that the party issued the card will be one hundred percent (100%) responsible for all charges which are not incurred on behalf of the Local Union;**
- **ensure that balance on the cards are maintained at zero (\$0) monthly balance and that charges incurred on behalf of the Local Union are paid by the Local Union's funds and documented in the monthly Treasurer's report;**
- **ensure that a credit card is returned and cancelled immediately when an office is vacated and that documentation is signed and witnessed indicating the card has been returned and cancelled;**
- **ensure that if a credit card is not returned by the officer vacating office the card is immediately cancelled and if necessary legal measures are taken to recover monies owed to the Local Union.**

Audit:

- **upon one (1) month notice of a call for audit, or immediately upon vacating office, the Treasurer shall submit the Local Union's books and records to the Trustees for inspection;**
- **in addition to providing all books, records, invoices and supporting documents and original bank statements, furnish the Trustees with a letter from the bank where the funds of the Local Union are deposited, attesting to the amount to the credit of the Local Union (Article B.3.7);**
- **respond in writing to any recommendations and concerns raised by the Trustees within six (6) weeks. This may be extended with valid reason (Article B.3.7).**

(f) **The Secretary shall:**

- **be elected in accordance with the Local Union's Bylaws (Article B.2.3);**
- be required to take a CUPE Educational training course, relevant to the position, within one (1) year, subject to course availability;
- **preside when called upon by the President/VPs;**
- **render assistance to any member of the Board as directed by the Board;**
- **enforce the CUPE Constitution, Policies & Bylaws of the Local Union and Equality Statement;**
- ensure that the Collective Agreement is adhered to by both the Employer and the members;
- be empowered, with the approval of the President, to employ necessary assistance to be paid for out of the Local Union's funds;
- **have all records ready on reasonable notice for auditors and Trustees;**
- **upon termination of office, surrender all books, seals and other properties of the Local Union.**

Record Keeping:

- keep a full, accurate **and impartial written** account of the proceedings of all regular or special membership meetings and Executive Board meetings;
- **ensure that all minutes are accurate and complete, and distributed for the executive and membership meetings;**
- **ensure that records include a copy of the full financial report for the Executive Board meeting; the financial report for Membership meetings; as well as the Trustee reports;**
- **keep a record of all motions, and ensure that all motions approved at general meetings are followed through to completion;**
- **record all amendments and/or additions in the Bylaws, and make certain that these are sent to the National President for approval.**

Correspondence:

- answer correspondence and fulfill other secretarial duties as directed by the Board;
- file a copy of all letters sent out and keep on file all communications;
- prepare and distribute all notices to members **for both facilities.**

(g) **The Trustees shall:**

- be elected officers **in accordance with the Local Union’s Bylaws (Article B.2.3)** but shall not be members of the Executive Board; there shall be three (3) Trustees serving three (3) descending terms (Article B.3.10);
- be required to take a CUPE Educational training courses, relevant to the position, within one (1) year, subject to course availability;
- ensure that proper **written** monthly financial reports are made to the membership and/or the Executive;
- ensure that monies are not paid out without proper constitutional or membership authorization;
- audit the record of attendance;
- **exercise general supervision over the property of the Local Union which shall include, but not be limited to, ensuring that the Treasurer complies with Articles B.3.6 and B.3.7 (Article B.3.10);**
- inspect 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 at least twice a calendar year, when there is a newly elected Treasurer, or when directed by the membership (Article B.3.12);
- **enforce the CUPE Constitution, Policies & Bylaws of the Local Union and Equality Statement;**
- **upon termination of office, immediately surrender all books, seals, records and other properties of the Local Union.**

Audit:

- act as an auditing committee on behalf of the members and audit the books and accounts of the Treasurer, the Secretary and the Standing Committees;
- **“call for an audit” at least once every twelve (12) months, giving one (1) month notice to the Treasurer and Secretary, to examine the books and records (Article B.3.12);**
- **as soon as possible upon the Treasurer’s office becoming vacant, audit the books and records of the Treasurer;**
- make a written report of their findings to the first membership meeting following the completion of the audit (Article B.3.12);
- submit in writing to the President and Treasurer any recommendations and/or concerns along with the Treasurer’s written response (Article B.3.12);
- **send to the National Treasurer, with a copy to the assigned Servicing Representative and a copy for the Local Union the following documents:**
 - **Completed Trustee Audit Program, Completed Trustees’ Report, Treasurer Report to Trustees, Recommendations made to the President and Treasurer, Treasurer’s Response to Recommendations, Concerns That Have Not Been Addressed by the Executive Board (Article B.3.12);**
- obtain approval of the **members at a general membership meeting** to conduct an audit by two (2) trustees or by an independent auditor as approved by majority vote (Article B.3.10 B.3.13);
- **have authority to authorize an emergency and/or external audit with the approval of the assigned Servicing Representative. An audit report shall be circulated at the general meeting following the release of the report;**
- **where the services of a qualified accountant or firm is hired, the auditing of the Local Union’s books and records shall be done in accordance with the procedures outlined in Article B.3.12 of the Constitution (Article B.3.13).**

(h) The Membership Officer shall:

- **be elected in accordance with the Local Union's Bylaws (Article B.2.3);**
- be an elected officer, but not a member of the Executive Board;
- be required to take a CUPE Educational training course, relevant to the position, within one (1) year, subject to course availability;
- guard the inner door at membership meetings and admit only members and officers of CUPE, except on the order of the President and by consent of the members present;
- tile the door during elections;
- **maintain the record of attendance at meetings including signing and obtaining executive co-signature on the attendance record at the adjournment of the meeting;**
- render assistance to any member of the Board as directed by the Board;
- **enforce the CUPE Constitution, Policies & Bylaws of the Local Union and Equality Statement;**
- ensure that the Collective Agreement is adhered to by both the Employer and the membership;
- **upon termination of office, immediately surrender all books, seals, records and other properties of the Local Union.**

(i) The Provincial Health Care Council Representative shall:

- be elected from **amongst the officers of the Local Union at a general membership meeting** prior to the nominations at the annual PHCC Conference **in accordance with the Local Union's Bylaws (Article B.2.3);**
- **be the only position which may hold dual office;**
- **be required to take a CUPE Educational training course, relevant to the position, within one (1) year, subject to course availability;**
- **attend PHCC meetings as scheduled;**
- **have first preference along with the President, for attending the PHCC Conference;**
- **report on an on-going basis to the Executive Board on all matters pertaining to the PHCC;**
- **provide regular negotiation updates, distribute bulletins and reports to the membership as approved by PHCC;**
- **enforce the CUPE Constitution, Policies & Bylaws of the Local Union and the Equality Statement.**

SECTION 9 - REPRESENTATIVES OF LOCAL - APPOINTED OR VOLUNTARY

As deemed by the Collective Agreement, or by necessity as determined by the Executive Board, a member may be appointed by the President to fill the following positions, providing the following criteria are met:

(a) Stewards

Members accepting appointment shall attend Introduction to Stewarding class before acting in the position.

The Executive shall have the power to overrule or modify the action of a Steward.

Stewards shall:

- be required to take CUPE Educational training courses relevant to the position, subject to course availability;
- ensure that the Collective Agreement is adhered to by both the Employer and the members;
- enforce the CUPE Constitution, Policies & Bylaws of the Local Union and Equality Statement;
- work for the welfare of the members and ensure that members are fully informed about their rights;
- ensure that grievances are investigated, researched and processed using complete confidentiality and bring forward to the Lead Steward or Executive any grievances which are not resolved at Step 1;
- meet with the Executive Board as required;
- attend general meetings as possible.

(b) Disability Management Representative

The Disability Representative shall be appointed from amongst the Executive by the President.

The Disability Representative shall have first priority to be one of the Local Union's H&S Representatives if she so chooses.

The Disability Management Representative shall:

- be required to take CUPE Educational training courses relevant to the position, as soon as possible within one (1) year, subject to course availability;
- maintain complete confidentiality;
- in partnership with the Employer and employee, facilitate the return to work or accommodation of ill, injured or disabled employees;
- ensure that the Collective Agreement is adhered to by both the Employer and the members;
- enforce the CUPE Constitution, Policies & Bylaws of the Local Union and Equality Statement;
- ensure that members are aware of their rights under the Collective Agreement and relevant legislation;
- have the authority to agree to accommodation placements;
- shall inform the President of all accommodation placements;
- attend general meetings and distribute reports and/or information on illness, injuries or accommodations relevant to the members-at-large;
- submit to the Secretary for posting relevant health and safety information for the members;
- meet with the Executive Board as required.

(c) **Health and Safety Representatives - Concordia Hospital and Concordia Place**

Priority for appointment as one of the H&S reps shall be given to the Disability Management Representative.

Health and Safety Representatives for Concordia Hospital shall work at Concordia Hospital, and for Concordia Place shall work at Concordia Place.

H&S Representatives shall:

- **be required to take CUPE Educational training courses relevant to the position, as soon as possible within one (1) year, subject to course availability;**
- **ensure that the Collective Agreement is adhered to by both the Employer and the members;**
- **enforce the CUPE Constitution, Policies & Bylaws of the Local Union and Equality Statement;**
- **educate the members on an ongoing basis as to their rights regarding health and safety law;**
- **maintain up-to-date records about the workplace environment issues and its effects upon the membership and notify the Disability Management Representative and the members;**
- **attend the joint health and safety meetings with the Employer;**
- **regularly, as a part of the Health and Safety Joint Committee, inspect the health and safety conditions of the entire workplace and ensure that no member of the Local Union is working in an area that is unhealthy;**
- **as a part of the Joint Workplace Health and Safety Committee, review Employer accounts and records it considers relevant to the Local Union on health and safety issues;**
- **attend general meetings and distribute reports to the members of the Local Union on health and safety issues as they arise;**
- **submit to the Secretary for posting, relevant health and safety information for the members;**
- **meet with the Executive Board as required.**

SECTION 10 - COMMITTEES

(a) Special Committees

An ad hoc committee may be established for a specified purpose or period by the President, or by vote of the membership at a meeting.

The President or the Executive Board may appoint the members. The members may be elected at the same or another membership meeting from amongst members-at-large present at the meeting.

Two (2) members of the Executive Board may sit on any special committee as ex-officio members.

The committee shall appoint its chairperson and Secretary from among its members and a report from the committee will be submitted to the executive and the members monthly.

Upon completion of the project or purpose for which the committee was formed, all books records and other properties of the Local Union shall be surrendered to the executive board.

(b) Grievance Committee

The Grievance Committee shall consist of:

- **The President**
- **The Lead Steward who shall be Chairperson of the Committee**
- **An Executive Officer as appointed by the President**
- **Two (2) members-at-large, if qualified and available, may be appointed at the discretion of the President.**

The Committee shall choose its Secretary from among its committee members, and the Secretary shall keep records of meetings held to discuss disposition of grievances.

The Committee shall process all appeals of grievances submitted from members.

The Grievance Chairperson, upon the direction of the President and the assigned Service Representative shall carry forward the final decision regarding grievance resolution.

Members of the committee shall:

- **be required to take a CUPE Educational training courses, relevant to the position, as soon as possible within one (1) year, subject to course availability;**
- **enforce the CUPE Constitution, Policies & Bylaws of the Local Union and Equality Statement;**
- **ensure that the Collective Agreement is adhered to by both the Employer and the members;**
- **ensure that grievances are investigated, researched and processed using complete confidentiality;**
- **shall meet when necessary to hear appeals on grievances at a Local Union level;**
- **present grievance cases to the Local Union at membership meetings, using complete confidentiality;**
- **shall seek legal opinion regarding a grievance when directed by the members, the President or assigned Service Representative.**

SECTION 11 – CONVENTIONS - Reimbursements
 - Attendance Options
 - Attendance Requirements

Reimbursements:

Financial: Financial reimbursements will be paid as set out in Section 17 of the Local Union's Bylaws.

Vacation: When any officer or member is required in the interest of or on behalf of the Local Union to attend a function she shall be compensated, on approval of the President, in the following manner:

- (a) provided that attendance is mandatory;
- (b) no other member can attend as a replacement;
- (c) rescheduling of event cannot occur without cost to the Local;
- (d) every effort to reschedule booked vacation is undertaken;
- (e) with proof of attendance.

Reimbursement of vacation time lost on a scheduled shift shall be in the form of booked time off work at a later date.

Attendance Options:

The President shall have first option for attendance at all conventions, schools and conferences.

The President shall have the authority to make the final determination as to which executive and/or members-at-large attend all functions.

Attendance requirements are detailed under each section.

Attendance Requirements:

Where meeting attendance is a requirement for eligibility, eligibility is determined as having been met if a member has the required percentage of general meeting attendance held in the previous twelve (12) months or in the period that she was a member if less than one (1) year.

Attendance requirements are detailed under each category of function.

CUPE NATIONAL CONVENTION

Attendance Options:

Delegates - Local 1973 will send their allotted number of delegates, who will be chosen by the President, to the National Convention with priority as follows:

First Option - to President

Second Option - to Officers, then Representatives

Third Option - to Members-at-Large

Observers - The allotted number of observers attending National Convention will be determined by a vote of the members at a regular membership meeting.

Attendance Requirements:

Officers/Representatives - There will be no attendance requirement for Officers/ Representatives to attend National Convention whether as delegate or observer.

Members-at-Large - When convention is out of town, members-at-large are required to meet seventy-five percent (75%) attendance requirement of general meetings with no possibility of waiving this requirement whether as delegate or observer.

When convention is in the City of Winnipeg, there will be no attendance requirement for members-at-large whether as delegate or observer.

CUPE PROVINCIAL CONVENTION

Attendance Options:

Delegates - Local 1973 will send their allotted number of delegates, who will be chosen by the President, to the Provincial Convention with priority as follows:

First Option - to President

Second Option - to Officers, then Representatives

Third Option - to Members-at-Large

Observers - The allotted number of observers attending Provincial Convention will be determined by a vote of the members at a regular membership meeting.

Attendance Requirements:

Officers/Representatives - There will be no attendance requirement for Officers/ Representatives to attend Provincial Convention whether as delegate or observer.

Members-at-Large - When convention is out of town, members-at-large are required to meet seventy-five percent (75%) attendance requirement of general meetings with no possibility of waiving this requirement whether as delegate or observer.

When convention is in the City of Winnipeg, there will be no attendance requirement for members-at-large whether as delegate or observer.

PHCC CONVENTION

Attendance Options:

Delegates - Local 1973 will send their allotted number of delegates, who will be chosen by the President, to the PHCC Convention with priority as follows:

First Option - to President and PHCC Representative

Second Option - Officers, then Representatives

Third Option - to Members-at-Large

Observers - The allotted number of observers attending Provincial Convention will be determined by a vote of the members at a regular membership meeting.

Attendance Requirements:

Officers/Representatives - There will be no attendance requirement for Officers/ Representatives to attend PHCC Convention whether as delegate or observer.

Members-at-Large - When convention is out of town, members-at-large are required to meet fifty percent (50%) attendance requirement of general meetings with no possibility of waiving this requirement whether as delegate or observer.

When convention is in the City of Winnipeg, there will be no attendance requirement for members-at-large whether as delegate or observer.

SECTION 12 - GENERAL EDUCATION - Reimbursements
 - Attendance Options
 - Attendance Requirements

Reimbursements:

Financial: Financial reimbursements will be paid as set out in Section 17 of the Local Union's Bylaws.

Vacation: When any officer or member is required in the interest of or on behalf of the Local Union to attend a function she shall be compensated, on approval of the President, in the following manner:

- (a) provided that attendance is mandatory;
- (b) no other member can attend as a replacement;
- (c) rescheduling of event cannot occur without cost to the Local;
- (d) every effort to reschedule booked vacation is undertaken;
- (e) with proof of attendance.

Reimbursement of vacation time lost on a scheduled shift shall be in the form of booked time off work at a later date.

Attendance Options:

President's Option - The President shall have first option for attendance at all seminars, schools and conferences.

Officer/Representatives - All officers and representatives of the Local Union are required to take educational classes relevant to their position and as such priority will be given when applicable, with the President's approval.

Members-at-Large - All members-at-large are eligible to attend educational classes with approval of the President.

Attendance Requirements:

There are no attendance requirements for education requests.

SECTION 13 - HONORARIA

The following honoraria shall be paid to officers of the Local Union:

President	\$1,500 annually
VP Conc Hosp	\$1,000 annually
VP Conc Place	\$1,000 annually
Lead Steward	\$1,000 annually
Secretary	\$1,000 annually
Treasurer	\$1,250 annually
Membership Officer	\$150 annually
Trustees	\$75 per audit (maximum 2)

SECTION 14 - LOCAL EXPENDITURES

All expenditures of the Local Union are subject to Article B.4.4 of the CUPE National Constitution which states that funds may only be used for valid Local Union purposes.

No member of Local 1973 will be allowed to spend any Local Union funds without first having received authorization under Section 14 of these Bylaws.

- (a) Authorization is not required to pay out funds under the following circumstances:
- to pay ordinary expenses and bills up to two hundred dollars (\$200) as approved by the President or Treasurer;
 - discretionary spending by the President up to two hundred dollars (\$200) with all such expenditures documented by receipts;
 - when the expenditure has received prior authorization through a membership approved budget;
 - when these Bylaws approve the expenditure;
 - through a vote of the majority of members at a membership meeting;
 - to pay per capita tax to CUPE National, CUPE Manitoba Division or any labour organization the Local Union is affiliated with;
 - to pay costs associated with grievances.
- (a) Authorization for expenditure of funds greater than two hundred (\$200) dollars shall require approval of the members at a general membership meeting.
- (c) All expenditures shall be made by cheque and signed by the Treasurer and one (1) other signing officer. Expenditures shall be paid monthly and reported in the Treasurer's written report to the Local Union members at a general membership meeting.

Affiliations:

In order to strengthen the labour movement and work toward common goals and objectives, Local 1973 shall be affiliated to, and pay per capita tax to, the following organizations:

- CUPE Manitoba Provincial Division
- Manitoba Federation of Labour
- o Provincial Health Care Council
- o Manitoba CLC Labour Council

SECTION 15 - SIGNING AUTHORITY

Signing Authority:

- (a) The Treasurer and two (2) other officers of the Executive Board shall have signing authority and shall be properly bonded as set out in the CUPE Constitution (Article B.3.5).
- (b) Signing Officers will ensure that the Local Union's funds are used only as authorized or directed by the Constitution, Bylaws or vote of the membership (Article B.4.4).
- (c) **Signing Officers will ensure that expenses incurred on behalf of the Local Union are listed on proper forms outlining the expense, the reason for the expense and are supported by receipts.**
- (d) **All cheques will be signed by the Treasurer and countersigned by one (1) other Signing Officer (Article B.4.4).**

SECTION 16 - MEMBER RETIREMENT BONUS

Retirement Bonus:

At the time of retirement, providing the member is in good standing, the Treasurer on behalf of the Local Union shall present retirees a gift card (one time only) at the following rates:

Years of Service:	0-5	\$50
	6-10	\$100
	11-15	\$150
	16-20	\$250
	21-25	\$350
	26 and up	\$500

SECTION 17 - EXPENDITURES

When an officer or member is required or approved in the interest of or on behalf of the Local Union to attend a function, she shall be compensated in the following manner:

- (a) Wages
- (b) Vacation Reimbursement
- (c) Per Diems
- (d) Registration
- (e) Hotel
- (f) Transportation
- (g) Phone and Internet

All efforts shall be taken to reduce cost for out of town expenses.

(a) **Wages:**

Wages are comprised of scheduled work shifts that are booked off with approval of an officer of the Local Union. Wages shall be paid to the member by the Employer and then the Local Union shall reimburse the Employer for the payment.

(b) **Vacation Reimbursement:**

When any officer or member is required in the interest of or on behalf of the Local Union to attend a function while on vacation, she shall be compensated forfeited vacation time, upon approval of the President, in the following manner:

- a. provided that attendance is mandatory;
- b. no other member can attend as a replacement;
- c. rescheduling of event cannot occur without cost to the Local;
- d. every effort to reschedule booked vacation is undertaken;
- e. with proof of attendance;
- f. Reimbursement of vacation time lost on a scheduled shift shall be in the form of booked time off work at a later date.

(c) **Per Diems:**

Per diems will be paid prior to attendance and shall be reimbursed to the Local Union if the member does not attend the function.

Per diem rates will be adjusted for half day functions and functions that are all inclusive.

Members of standing committees shall receive a per diem rate for hours worked/ meetings attended as deemed applicable by the Executive Board.

Rates will be:

- a. Within greater Winnipeg area - \$30
- b. Outside greater Winnipeg area - \$65
- c. Out of province - \$100
- d. All inclusive - \$15

(d) **Registration Costs:**

The cost of registration for the function shall be paid by the Local Union.

(e) **Hotel:**

The Local Union will pay the cost of single room accommodation.

All efforts shall be taken to reduce cost for out of town expenses including sharing a double room.

The President shall have the authority to approve a member's single room accommodation request at the cost of the Local Union, if the member can give a valid reason as approved by the President as to why she should stay alone. The President will maintain complete confidentiality in the matter.

If a member chooses to bring her spouse/family and requests a double room accommodation or a single room where there could have been cost sharing with another Union member, the member requesting separate accommodations will be responsible for paying half of the room bill.

Members shall be one hundred percent (100%) responsible for financial costs incurred over and above the standard room rate.

(f) **Transportation:**

In Town - No ground transportation will be paid inside the greater Winnipeg area.

Out of Town - Mileage will be reimbursed once per trip (from Winnipeg to the event and return) at the CUPE Manitoba rates as determined by the Local Union's Treasurer, to the member providing the vehicle.

Ground - All efforts shall be taken to car pool outside the greater Winnipeg area to reduce costs.

When car-pooling, mileage shall include travel to pick up members, and will include incidental travel relevant to the out of town function.

Car rental will be paid if required at out of town functions upon approval of an officer of the Local Union.

Air - Economy class air transportation or group rate shall be paid for air travel outside the greater Winnipeg area (or the equivalent) and where it is impossible to obtain these rates, then the business class air fare shall be paid.

(g) Phone and Internet:

The President, and two (2) officers designated by the President, shall be reimbursed for phone and internet expenses under the following conditions:

- 1) the Local Union shall be allowed to publish the phone number and e-mail address on any Local Union bulletin board, publications or website;
- 2) the items shall be used to conduct Local Union business;
- 3) a monthly bill to verify the expense is provided to the Treasurer.

Reimbursement shall take place as follows:

- 1) cell phone or home phone - fifty percent (50%) of the regular basic phone rate up to thirty dollars (\$30) per month;
- 2) home internet - fifty percent (50%) of the regular basic internet up to thirty dollars (\$30) per month;
- 3) data plans for smart phones - seventy-five percent (75%) of plan rate up to sixty dollars (\$60) per month but shall not exceed the monthly bill. Anyone claiming (3) may not claim (1) or (2);
- 4) cell phone minute overtures may be claimed, with approval of the President, if incurred on behalf of the Local.

SECTION 18 - CREDIT CARDS

The President and Treasurer shall:

- be responsible for ensuring the Local Union's credit cards are issued to the President and Treasurer only and are only used for the purpose of conducting Local Union business;
- ensure that proper documentation is signed by parties issued the credit cards which states that the party issued the card will be one hundred (100) percent responsible for all charges which are not incurred on behalf of the Local Union;
- shall ensure that the credit cards are returned and cancelled immediately when an office is vacated and that documentation is signed and witnessed indicating the card has been returned and cancelled;
- shall ensure that if a credit card is not returned by the officer vacating office the card is immediately cancelled and if necessary any legal measures are taken to recover monies owed to the Local Union.

The Treasurer shall ensure that the balance on the cards are maintained at a zero (\$0) monthly balance and that charges incurred on behalf of the Local Union are paid by the Local Union's funds and documented in the monthly Treasurer's report.

SECTION 19 - FEES, DUES, AND ASSESSMENTS**(a) Initiation Fee:**

Payment of initiation fees is a tangible confirmation of the desire to become a member of your Local Union and the Canadian Union of Public Employees. Each application for membership in the Local Union will be directed to the Treasurer and will be accompanied by an initiation fee of one dollar (\$1) which shall be in addition to monthly dues. The Treasurer shall issue a receipt. If the application is rejected, the fee shall be returned (Articles B.4.1 & B.10.2).

(b) Monthly Dues:

The monthly dues shall be 1.7% of regular wages.

(c) Non-Payment of Dues and Assessments:

Any member in arrears for a period of three (3) months or more will be automatically suspended and the suspension will be reported to the Executive Board by the Treasurer. The Executive Board will report all suspensions to the next membership meeting. Any member under suspension wishing to be reinstated will, upon application, pay the re-admittance fee plus any dues and assessments in arrears. This money will be returned if the application is rejected. A member who has been unemployed or unable to work because of sickness shall pay the re-admittance fee but may not be required to pay arrears (Article B.11.1).

(d) Re-admittance Fee:

The re-admittance fee shall be ten dollars (\$10) (Articles B.4.1 & B.11.2).

SECTION 20 - COMPLAINTS AND TRIALS

All charges against members or officers must be made in writing and dealt with in accordance with the Trial Procedure provisions of CUPE National Constitution (Articles B.6.1 to B.6.5).

SECTION 21 - AMENDMENTS TO BYLAWS

- (a) These Bylaws are always subordinate to the CUPE **National** 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 National Constitution, the latter shall govern.

The National President has the sole authority to interpret the CUPE National Constitution (Article 9.2(c), B.13.3 & B.7.1).

- (b) These Bylaws will not be amended, added to, or suspended except upon a majority vote of those present and voting **at a regular or special meeting called for that purpose provided that at least seven (7) days notice given at a previous meeting or at least sixty (60) days written notice has been given, and provided that such Bylaws do not conflict with the Constitution (Article B.7.1) .**
- (c) No change in these Bylaws will be valid and take effect until approved by the National President of CUPE. The validity **will** date from the letter of approval of the National President (Article 13.3 & B.7.1).

SECTION 22 - PRINTING AND DISTRIBUTION OF BYLAWS

Members will receive a copy of Local 1973 Bylaws, either in paper format or via the Local Union website.

Members requesting a copy of these Bylaws will be provided a copy in writing.

Members with special needs may request a copy of the Bylaws in larger font.

SECTION 23 - RULES OF ORDER

All meetings of the Local **Union** 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 24 - APPENDIX "A" - RULES OF ORDER

- (a)** The President will be the Chairperson at all membership meetings. In the absence of the President, the Vice-President Concordia Hospital will be the Chairperson at the membership meeting. In the absence of the President and Vice-President ConcHosp, the Vice-President Concordia Place will be the Chairperson at the membership meeting. In the absence of the President and two (2) Vice-Presidents, the Lead Steward will be Chairperson at the membership meeting.
- (b)** Three (3) officers of the Local Union must be present for general and special membership meetings to fulfil quorum.
- (c)** Members are not allowed to speak about an issue for more than five (5) minutes. Members can only speak to an issue once unless there is agreement by the members at a meeting, or where all those wishing to speak have had the opportunity to speak.
- (d)** The Chairperson of a committee who is making a report or the mover of a motion may speak for up to fifteen (15) minutes. With the agreement of the members present, the fifteen (15) minutes may be expanded.
- (e)** The Chairperson will state every motion presented at a membership meeting before allowing debate on the motion. Before putting a motion to vote, the Chairperson will ask: "Is the Local ready for the motion?" If no member rises to speak, the motion will be voted upon.
- (f)** A motion must be moved and seconded. The mover and seconder must rise and be recognized by the Chairperson.
- (g)** A motion to amend a motion, or a motion to amend an amendment are allowed, however a motion to amend an amendment to an amendment is not allowed.
- (h)** An amendment to a motion or an amendment to an amendment to a motion that is a direct negative to the main motion is never permitted.
- (i)** On motion, the regular order of business at a membership meeting may be suspended where the majority of those present vote to do so. The regular order of business should only be suspended to deal with urgent business.
- (j)** Motions other than those named in Rule (v), or motions to accept or adopt the report of a committee, will, if requested by the Chairperson, be put in writing prior to beginning debate and vote.
- (k)** At the request of a member, and upon a majority vote, a motion which contains more than one (1) action or issue can be divided.
- (l)** The mover of a motion can withdraw the motion upon the consent of the seconder prior to the end of debate. Once debate has ended on a motion, the motion can only be withdrawn upon unanimous vote of the members present.
- (m)** A member who wishes to speak on a motion, or a member who wishes to move a motion, shall rise and respectfully address the Chairperson. The member shall not proceed until the member is recognized by the Chairperson except where the member rises to a point of order or on a question of privilege.
- (n)** The Chairperson will keep a speakers list and in all cases will determine the order of speakers including those circumstances where two (2) or more members rise to speak at the same time.

- (o)** A member, while speaking, will speak only to the issue under debate. Members shall not personally attack other members. Members will refrain from using language that is offensive or in poor taste. Members will generally not speak in a manner that reflects poorly on the Local Union or other members.
- (p)** A member that is called to order will stop speaking until the point of order is determined. If it is decided that the member is in order, then the member may continue speaking.
- (q)** Religious discussion of any kind is not permitted.
- (r)** The Chairperson will not take part in any debate. Where the Chairperson wishes to speak on a resolution or motion, or where the Chairperson wishes to move a motion, the Chairperson must rise from the chair and hand the chair over as outlined in Rule (a).
- (s)** The Chairperson will have the same right to vote as other members. In the case of a tie vote, the Chairperson may cast another vote or the Chairperson may refrain from casting an additional vote, in which case the motion is defeated.
- (t)** When a motion is before the members, no other motion is in order except a motion to (i) adjourn; (ii) put the previous question; (iii) lay on the table; (iv) postpone for a definite time; (v) refer; or (vi) divide or amend. These six motions shall have precedence in the order indicated. Motions (i) through (iii) shall be decided without debate.
- (u)** The Chairperson will ask “Will the main question be now put?” where a motion for the previous question is moved and seconded. If approved, the Chairperson will then take votes on the motion and amendments to the motion (if any) in order of priority. If an amendment or an amendment to an amendment is approved, then members will be asked to vote on the motion as amended.
- (v)** A motion to adjourn is in order except when a member is speaking or when members are voting.
- (w)** A motion to adjourn, if lost, is not in order if there is further business before the Local Union, until fifteen (15) minutes have elapsed.
- (x)** After the Chairperson declares the vote results on a question, and before the Local Union proceeds to another order of business, any member can ask for a division. A standing vote on the division will be taken and the Recording Secretary will count the standing vote.
- (y)** If a member wishes to appeal a decision of the Chairperson, the member must appeal at the time the decision is made. If the appeal is seconded, the member will be asked to state briefly the basis for the appeal. The Chairperson will then state briefly the reason for the decision. Following immediately and without debate, the Chairperson will ask, “Will the decision of the chair be upheld?” A majority vote shall decide. In the event of a tie vote, the decision of the chair is upheld.
- (z)** After a question has been decided, any two (2) members who have voted with the majority can move reconsideration, provided that a motion for reconsideration is made at either the meeting where the decision proposed for reconsideration was made, or at the very next meeting.
- (aa)** Members are allowed to leave a meeting with the permission of the Vice-President; however in no case will a member leave during the reading of minutes, the initiation of new members, the installation of officers, or the taking of a vote.
- (bb)** The Local Union’s business and the proceedings of meetings are not to be divulged to any persons outside the Local Union, or the Canadian Union of Public Employees.