



# BY-LAWS

**Canadian Union of Public Employees**

**Local 8920**

**September 2018**

*(Approved by CUPE National President October 2018)*

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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 By-Laws 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 No. 8920.

- AREA #1**
- Fishermen's Memorial Hospital, Lunenburg
  - South Shore Regional Hospital, Bridgewater
    - includes Dawson Health Centre, Bridgewater
  - Queen's General Hospital, Liverpool
- AREA #2**
- Roseway Hospital, Shelburne
  - Yarmouth Regional Hospital, Yarmouth
  - Clare Medical Centre
  - Digby General Hospital, Digby
- AREA #3**
- Annapolis Community Health Centre, Annapolis
  - Soldiers Memorial Hospital, Middleton
  - Western Kings Memorial Health Centre, Berwick Sub-Site
  - Valley Regional Hospital, Kentville
  - Eastern Kings Memorial Community Health Centre, Wolfville Sub-Site
  - AVH Chipman Building, Kentville
    - includes Beacon House, Kentville
- AREA #4**
- Colchester East Hants Health Centre, Truro
  - Wood Street Clinic, Truro
  - Noel Clinic, Noel
  - Lillian Fraser Memorial Hospital, Tatamagouche
  - Lloyd E. Matheson Centre, Elmsdale Sub-Site
- AREA #5**
- Cumberland Regional Health Care Centre, Amherst
    - includes Mental Health and Diabetic Clinic, Amherst
  - All Saint's Hospital, Springhill
  - South Cumberland Com. Care Centre, Parrsboro
  - North Cumberland Memorial Hospital, Pugwash
  - Bayview Health Centre, Advocate
- AREA #6**
- Aberdeen Hospital, New Glasgow
    - includes the Eastside Collaborative Practice and Chronic Disease Management, Community Health Centre, Building #3, and the Westside Collaborative Practice in New Glasgow
  - Sutherland Harris Memorial Hospital, Pictou

- AREA #7**
- St. Martha's Hospital, Antigonish
  - Guysborough Memorial Hospital, Guysborough
  - Strait Richmond Hospital, Port Hawkesbury
  - St. Mary's Hospital, Sherbrooke
  - Eastern Memorial Hospital, Canso

- AREA #8**
- Cape Breton Regional Hospital, Sydney
  - Townsend Street, Sydney
  - Harbourview Hospital, Sydney Mines Sub-Site
  - Northside General Hospital, North Sydney
  - Glace Bay Health Care Facility, Glace Bay
  - New Waterford Consolidated, New Waterford
  - Taigh Na Mara, Glace Bay Sub-Site
  - Buchanan Memorial Community Health Care, Neils Harbour Sub-Site
  - Victoria County Memorial Hospital, Baddeck Sub-Site
  - Sacred Heart Community Health Centre, Cheticamp Sub-Site
  - Inverness Consolidated Memorial Hospital, Inverness

**NOTE:** Areas include all sites and sub-sites within a geographic zone. In the event that Areas, Sites or Sub-sites are created or deleted, or are not populated with any CUPE Local 8920 members, Section 1 of these By-Laws will be deemed to be amended.

## **SECTION 2 – GOALS AND OBJECTIVES**

The objectives of the Local are to:

- (a) secure adequate remuneration for work performed and generally advance the economic and social welfare of its members and of all workers;
- (b) support CUPE in reaching the goals set out in Article II of the CUPE Constitution;
- (c) provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- (d) encourage the settlement by negotiation and mediation of all disputes between the members and their employers.

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

- (a) Masculine pronouns shall be understood to include the feminine gender.
- (b) Numbers of Articles at the end of sections or sub-sections refer to relevant articles of the CUPE Constitution, which should be read in conjunction with these By-Laws.
- (c) "National" shall mean the Canadian Union of Public Employees, with headquarters in the City of Ottawa, Ontario.
- (d) "Constitution" shall mean the National Constitution.

- (e) "Local" shall mean the Canadian Union of Public Employees, Local 8920.
- (f) "By-Laws" shall mean the rules governing the Local.
- (g) "Annual Meeting" shall mean the Annual General Membership Meeting held in May of each year.
- (h) "Sites" shall mean the members working in the facilities as listed in Section 1.
- (i) "Sub-Sites" shall mean Sites with less than 10 members.
- (j) "Regulations" shall mean the regulations governing the Sites, and shall form part of the By-Laws.
- (k) "C.U.P.E." shall mean the Canadian Union of Public Employees.

#### **SECTION 4 – EXECUTIVE BOARD**

- (a) Composition - The Executive Board of the Local shall be comprised of not more than twelve (12) members consisting of President, Secretary-Treasurer, Recording Secretary, and subject to the Note in Section 1 nine (9) Area Vice-Presidents. Areas #1 through #7 inclusive will each have one (1) Area Vice-President. Area #8 will have two (2) Area Vice-Presidents.
- (b) Area Vice-Presidents -The nine (9) Area Vice-Presidents (subject to the Note in Section 1) shall select from amongst themselves the First Vice-President.
- (c) Duties - The Executive Board shall administer and carry out the affairs of the Local as directed by the membership. Save and except the expenses associated with the administration of Local 8920, the Executive Board will have no authority to initiate new policies or approve expenditures of more than five hundred dollars (\$500.00) without membership approval.
- (d) Meetings – The Executive Board shall meet at least nine (9) times annually. Additional meetings may be scheduled by the Executive Board, as is necessary to properly carry out the affairs of the Local. An Executive Board member may, whenever deemed necessary to carry out the routine administration of the affairs of the Local, incur lost wages and per diem expenses. The latter is subjected to the approval of the President and the Secretary-Treasurer of the Local.
- (e) Special Meetings – Special Meetings of the Executive Board may be called by the President, or must be called upon the written request of at least five (5) members of the Executive Board.
- (f) Quorum – A quorum shall consist of eight (8) members of the Board at any regular or special meeting.
- (g) Executive Board Minutes – Approved minutes of each Executive Board meeting will be made available at the Local Site meeting or following the Site meeting from the Area Vice-President.



**AREA #5**

- Cumberland Reg. Health Care Ctr. 4<sup>th</sup> Tuesday of the month
- All Saint's Hospital 3<sup>rd</sup> Wednesday of the month
- South Cumberland Com. Care Ctr. 2<sup>nd</sup> Tuesday of the month
- North Cumberland Memorial Hospital 1<sup>st</sup> Thursday of the month
- Bayview Health Centre 1<sup>st</sup> Monday of the month

**AREA #6**

- Aberdeen Hospital 2<sup>nd</sup> Tuesday of the month
- Sutherland Harris Memorial Hosp. 3<sup>rd</sup> Wednesday of the month

**AREA #7**

- St. Martha's Hospital 3<sup>rd</sup> Monday of the month
- Guysborough Memorial Hospital 3<sup>rd</sup> Tuesday of the month
- Strait Richmond Hospital 2<sup>nd</sup> Thursday of the month
- St. Mary's Hospital 3<sup>rd</sup> Monday of the month
- Eastern Memorial Hospital 3<sup>rd</sup> Tuesday of the month

**AREA #8**

- Cape Breton Regional Hospital 1<sup>st</sup> Friday of the month
- Harbourview Hospital Sub-Site Meetings on an as-needed basis
- Northside General Hospital 2<sup>nd</sup> Thursday of the month
- Glace Bay Health Care Facility 2<sup>nd</sup> Wednesday of the month
- New Waterford Consolidated 2<sup>nd</sup> Tuesday of the month
- Townsend Street (Date of Meeting TBD)
- Taigh Na Mara Sub-Site Meetings on an as-needed basis
- Buchanan Memorial Comm. H.C. Sub-Site Meetings on an as-needed basis
- Victoria County Memorial Hosp. Sub-Site Meetings on an as-needed basis
- Sacred Heart Comm. H.C Sub-Site Meetings on an as-needed basis
- Inverness Consolidated Memorial Hosp. (Date of Meeting TBD)

Should there be a change in the above schedule, the Site shall give one (1) week's notice of any change in the date of the regular meeting.

- (c) Special Site meetings may be ordered by the Executive Board or requested in writing by no fewer than fifteen percent (15%) of the Site membership in Sites with greater than 100 members, and one-half (1/2) the Site membership in Sites with less than 100 members. The Site Representative 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.
- (d) The order of business at the regular Site membership meeting is as follows:
1. Roll Call of Site Representatives, Signing Officers and Stewards
  2. Reading of the Equality Statement
  3. Initiation of New Members

4. Reading and Approval of Minutes
5. Business Arising
6. Treasurer's Report
7. Communications and Bills
8. Site Report
9. Reports of Committees and Delegates
10. Nominations, Elections or Installations
11. Unfinished Business – to include Site and Executive Board Issues
12. New Business - to include Site and Executive Board Issues
13. Good of the Union
14. Adjournment

- (e) An agenda is to be posted at least seven (7) calendar days prior to the meeting.

## **SECTION 6 - VOTING**

### **6A – Voting of Funds at Site**

Except for ordinary expenses and bills as approved at the Site meetings:

- (a) No sum over two hundred dollars (\$200.00) shall be approved by the Site for the purpose of a grant or contribution to a member or any cause outside CUPE, except by a notice of motion given in writing to a membership meeting and passed by a majority vote of the membership at the following Site meeting.
- (b) No sum over five hundred dollars (\$500.00) shall be approved by the Executive Board for the purpose of a grant or contribution to a member or any cause outside CUPE, except by a notice of motion given in writing to a membership meeting and passed by a majority vote of the membership at the following Site meeting.

### **6B – Voting on Local Issues**

1. Motions brought to the floor concerning Local 8920 issues at regular monthly Site meetings and approved by a majority vote of members present at the meeting shall be forwarded to the Executive Board at the next regular Executive meeting or at a special meeting if deemed necessary. The Executive Board shall deal with any such motion as outlined in Section 6B Sub-Section 2 of these By-Laws.
2. The Executive Board of Local 8920 shall forward any motions that may require a vote of the membership to each Site. Any such motions shall be put before the membership of each Site at the next regular monthly Site meeting for a vote. The results shall be returned to the Executive Board.
3. Motions concerning regular business shall require a majority vote of voting members of Local 8920. Additions or amendments to the By-Laws will require a 66-2/3% vote of voting membership of Local 8920 in attendance at the Annual General Membership Meeting. Referrals and amendments to a motion will require a majority vote of the Local membership.



4. Each member of Local 8920 shall have one vote on each Local 8920 issue. Members may if they so choose attend meetings in any Site within their area but will only be able to vote on Site specific matters if they are attending a meeting at their home Site.

### **SECTION 7 - SITE REPRESENTATION**

Site Representation – Sites will be represented by a Site Representative, Treasurer, Recording Secretary, and a number of Shop Stewards, assigned in accordance with the following formula. All Site Representatives and Shop Stewards shall be elected by the Site membership.

Sites with less than 10 members	0 Shop Stewards
Sites with greater than 10 members but less than 50 members	1 Shop Steward
Sites with greater than 50 members but less than 100 members	2 Shop Stewards
For every additional 50 members	1 Shop Steward

Shop Stewards will be elected within the Site. The Sites have discretion over how Shop Stewards are designated or utilized, however Sites are encouraged to elect Shop Stewards from the different Bargaining Units and/or Departments.

Sub-Sites (as listed below) will only have a Site Representative. They will not have a Site Treasury and all Area business will be conducted through the referenced Area Site.

Eastern Kings M. C. H. C.	Valley Regional Hospital
Western Kings Memorial Health Centre	Valley Regional Hospital
Lloyd E. Matheson Centre	Colchester East Hants Health Centre
Harbourview Hospital	Northside General Hospital
Taigh Na Mara	Cape Breton Regional Hospital
Buchanan Memorial Community H.C.	Inverness Consolidated Memorial Hosp.
Sacred Heart Community H.C.	Inverness Consolidated Memorial Hosp.
Victoria County Memorial Hospital	Inverness Consolidated Memorial Hosp.

### **SECTION 8 - GRIEVANCES**

Subject to General Membership review, the Executive of Local 8920 has authority over all grievances.

- (a) Each Grievance will be processed, in collaboration with the Site Representative and the Area Vice-President, by the assigned Site Shop Steward. The Area Vice-Presidents can refer a grievance through the various steps up to the point of arbitration.
- (b) Each Area will have an Area Grievance Committee. The Committee will be comprised of the assigned Shop Steward, Area Vice-President and the Local 8920 President. The Committee will be responsible for recommending to the Executive Board that a grievance be referred to arbitration, settled or withdrawn. Only the Executive Board can refer a grievance to arbitration.
- (c) If supported by the grievor, a grievance may be withdrawn or settled at any step including arbitration.

- (d) If opposed by the grievor, the Executive Board can settle or withdraw a grievance at any step, including arbitration, provided that the withdrawal or settlement of the grievance is recommended by the Area Grievance Committee. In the event of this occurrence, the grievor and the assigned Shop Steward will be invited to participate in the next Executive Board Meeting. Both the Area Grievance Committee and the grievor will be provided with an opportunity to outline why the grievance should proceed, be settled or withdrawn. The assigned CUPE National Representative will also have voice in these proceedings. Following the presentations, the Executive Board (minus the Local 8920 President and affected Area Vice-President) will retire, consider the issue and make a determination which in turn will be relayed to the grievor. In the event that the remaining Executive Board members decide to settle or withdraw a grievance, that decision is binding and is not subject to further review.

## **SECTION 9 - NOMINATION, ELECTION AND INSTALLATION OF OFFICERS**

To be eligible for nomination to a position which requires signing on the Treasury, a member must be eligible for bonding and be a member in good standing. To be eligible for nomination to all other positions, a member must be a member in good standing.

- (a) Election and Terms
  - (i) All Executive Board and Site Representative positions will be for a two (2) year term.
  - (ii) Education Coordinator and Webmaster will be an elected position every two years.
- (b) Nominations shall be held at each of the February Site membership meetings or by submitting a written nomination by the last Friday in February to the CUPE office. Written nominations must include the name and phone number of the nominator as well as the name, phone number and signed acceptance of the person being nominated. All nominations must be forwarded to the CUPE office(s) by the last Friday in February.
- (c) A committee shall be appointed by the Executive Board, who, in conjunction with the CUPE National Representative, will process the nominations and prepare for the election, including the preparation of ballots for Executive Board positions. Members interested in being on the Elections Committee should express their interest to the Executive Board by March 1<sup>st</sup> of each year. Site elections will be dealt with by the Area Vice-President at the March meeting.
- (d) If only one member is nominated for a position, such member shall be declared elected by acclamation and no vote shall be required.
- (e) In April of odd numbered years, one (1) ballot per position shall be prepared for each Site within an Area by the Election Committee listing those nominated to the position of Area Vice-President for the Area.

- (f) (i) In April of even numbered years, one (1) ballot per position shall be prepared for Local 8920's entire membership by the Election Committee listing the President, Recording Secretary and Secretary-Treasurer, and the names of all the members running for each of these positions. Names shall be listed in alphabetical order.
- (ii) All Site positions will be elected at the March Site meeting by secret ballot. In March of odd numbered years, the position shall be Secretary and Shop Stewards at the Site. In even numbered years, the positions will be Site Representative and Site Treasurer.

For those Sites with more than two hundred (200) members, a 2-year Site Trustee will be elected each April.

- (g) Local 8920 Trustees shall be elected by simple majority at the Annual Membership Meeting. Initially, the Trustee receiving the largest number of votes shall be elected for three (3) years, the Trustee receiving the second largest number of votes shall be elected for two (2) years, and the Trustee receiving the third largest number of votes shall be elected for one (1) year. Subsequently, one (1) Trustee shall retire each year as the term for which such Trustee was elected expired, and succeeding Trustees shall be eligible for three (3) years. The retiring Trustee shall be eligible for re-election. Expression of interest shall come forward at the March Site meeting to be nominated either in person or in writing at the Annual Membership Meeting.

Local 8920 Trustees and Site Trustees are restricted from holding any other Local 8920 office other than position of Site Shop Steward.

- (h) Voting shall be conducted at each Site. Ballot boxes must be available during normal working hours for a minimum of one (1) hour but not more than four (4) hours. Voting dates, times, and locations are at the discretion of the Election Committee. However, voting must be concluded within ten (10) consecutive working days.
- (i) Ballot boxes and address lists will be transported to the voting stations by members of the Election Committee in sufficient time prior to the commencement of voting.
- (j) Ballot boxes used for these votes will be locked, and the keys will be in the possession of the CUPE National Representative or their designate.
- (k) A record will be kept of all members who vote by marking their names off on the Union's address list or seniority list.
- (l) At the conclusion of voting, the Election Committee and the CUPE National Representative will count the votes in a central location. Members of Local 8920 are free to observe this process.
- (m) The member receiving the most votes shall be declared elected. In the event of a tie, a run-off vote will be held.
- (n) Each candidate may appeal for a recount of the votes for that office. Such recount is to be taken immediately, following the announcement of all elected positions.

- (o) Should a vacancy occur in any of the Executive Board or Site positions during the term of office, a by-election will be held. Following an occurrence giving rise to a vacancy, a notice of By-Election will be posted in each site for ten (10) days, after which nominees may campaign for seven (7) days. Elections will be conducted by the Area Vice-Presidents, or by someone appointed by the President in the event the Area Vice-President is running for office, in accordance with Article 9 (h).

In the case of a leave of absence approved by the Executive Board, criteria will be developed to ensure that the role is filled until the incumbent returns.

- (p) If for any reason, a member so elected must decline at a time between the nomination meeting and the day to vote, that office will be declared vacant. Nominations and election to fill the vacancy will be as per Article 9 (o).
- (q) Newly elected representatives of Local 8920 will be installed at the Annual Membership Meeting.

## **SECTION 10 - DUTIES OF THE EXECUTIVE BOARD MEMBERS, WEBMASTER, EDUCATION COORDINATOR AND TRUSTEES**

- (a) The **President** shall:

1. enforce the CUPE Constitution and these By-Laws;
2. preside at all Executive Board meetings and preserve order;
3. decide all points of order and procedure (subject always to appeal of the membership);
4. have a vote on all matters (except appeals against his/her rulings or Executive Board proceedings under Section 8 (d)) and in case of a tie vote in any matter, have the right to cast an additional vote to break the tie;
5. ensure that all officers perform their assigned duties;
6. fill committee vacancies, subject to Executive Board approval, where elections are not provided for;
7. sign cheques and ensure that the Local's funds are used only as authorized or directed by the Constitution, By-Laws, vote of the Executive Board, or by the membership;
8. have first preference as a delegate to the CUPE National Convention, CUPE Nova Scotia Convention, Canadian Labour Congress Convention and Nova Scotia Federation of Labour Convention; and any education deemed necessary;
9. be bonded for not less than \$1,000.00 (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. Any President who cannot qualify for the bond shall be disqualified from office;
10. unless directed otherwise in these By-Laws, the President shall be a member, ex-officio of each standing committee;
11. be a member of each Area Grievance Committee
12. attend Union/Management meetings within the Local.
13. support Vice-Presidents (when necessary) by attending 3<sup>rd</sup> stage grievances, downsizing and other issues;

14. be the Chairperson or Vice-Chairperson of either the Administrative Professional or Health Care Bargaining Councils;
15. be the official spokesperson for Local 8920;
16. on termination of office, surrender all books, records and other properties of the Local to his/her successor.

(b) The **1<sup>st</sup> Vice-President** shall:

1. if the President is absent or incapacitated, perform all duties of the President;
2. if the office of President falls vacant, be Acting President until a new President is elected;
3. render assistance to any member of the Executive Board as directed by the Executive Board;
4. in the absence of the President or Secretary-Treasurer, be one of the signing officers for disbursement of funds;
5. be bonded for not less than \$1,000.00 (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;
6. on the request of the President, act in the absence of either the Recording Secretary or Secretary-Treasurer;
7. on termination of office, surrender all books, records and other properties of the Local to his/her successor.

(c) The **Recording Secretary** shall:

1. keep full, accurate and impartial account of the proceedings of all Local or Special membership and Executive Board meetings;
2. record all alterations in the By-Laws;
3. answer correspondence and fulfill other Secretarial duties as directed by the Executive Board;
4. file a copy of all letters sent out and keep on file all pertinent communication;
5. have all records ready on a reasonable notice for auditors and Trustees;
6. preside over Executive Board or Executive Committee meetings in the absence of both the President and the Vice-President;
7. be empowered with the approval of the Executive Board, to employ necessary stenographic or other assistance to be paid for out of the Local's funds;
8. on termination of office, surrender all books, seals and other properties of the Local to his/her successor;
9. upon approval of the Executive Board, record electronically meetings for purposes of minute preparation only.

(d) The **Secretary-Treasurer** shall:

1. 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;
2. sign cheques and ensure that the Local's funds are used only as authorized or directed by the Constitution, By-Laws, vote of Executive Board or Membership;
3. prepare all CUPE National per capita tax forms, and remit payment no later than the 1st day of the following month;
4. prepare all per capita tax forms and remit payment regularly to CUPE Nova Scotia and any other affiliates;
5. record all financial transactions in a manner acceptable to the Executive Board and CUPE National in accordance with good accounting practices;
6. 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;
7. regularly make a full financial report to meetings of the Local's Executive Board as well as a written financial report to each Annual Membership Meeting detailing all income and expenditures for the period;
8. be bonded for not less than \$1,000.00 (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. Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office;
9. pay no money unless supported by a voucher duly signed by the President and one other member of the Executive Board, or any two other members of the Executive Board, except that no voucher shall be required for payment of per capita fees to any organization to which the Local is affiliated;
10. make all books available for inspection by the Auditors and/or Trustees on reasonable notice and have the books audited semi-annually;
11. forward Site and Local semi-annual audits to the National Secretary-Treasurer;
12. be empowered with the approval of the Executive Board, to employ necessary clerical assistance to be paid for out of the Local's funds;
13. notify all members who are one (1) month in arrears and report to the Executive Board all members two (2) or more months in arrears in the payment of union dues;
14. on termination of office, surrender all books, records and other properties of the Local to his/her successor.

(e) The **Education Coordinator** shall:

1. assist with portfolios as directed by the Executive Board;
2. be responsible for all aspects of CUPE Workshops;

3. identify the educational needs of the Local;
4. arrange for representation of the Local/Site at any appropriate and available educational seminars or conferences/conventions and submit recommendations accordingly to the Executive Board. Co-operate with the Union Department of Education and Communication Branch of CUPE in implementing both the Local's and CUPE's policies in these fields;
5. provide the Local 8920 Secretary-Treasurer with a copy of all transactions;
6. on termination of office, surrender all books, records and other properties of the Local to his/her successor.

The Education Coordinator will not be an Officer of Local 8920 but will be required to present a written report for each Executive Board meeting, and attend Executive Board meetings if requested.

The Education Coordinator will cc the Local 8920 Recording Secretary on all correspondence. The Education Coordinator and Webmaster are restricted from holding any other Local 8920 office other than position of Site Shop Steward.

(f) The **Area Vice-President** shall:

1. enforce the CUPE Constitution and these By-Laws;
2. represent the Area on the Executive Board;
3. subject to Section 21 (b) represent the Local on a Bargaining Council;
4. represent the Area on the Labour Management Committee;
5. represent the Area at all Area 3<sup>rd</sup> stage grievances, Chair the Area Grievance Committee, and report all grievances and recommendations of the Area Grievance Committee to the Executive Board;
6. attend all Site meetings within the Area;
7. ensure that all officers perform their required duties;
8. fill Committee vacancies where elections are not called for or where elected positions within the Area are temporarily vacant;
9. in Sites with less than two hundred (200) members, the Area Vice-President will audit the Site financial records yearly and shall forward their Report to the Local 8920 Secretary-Treasurer following the completion of each audit;
10. in accordance with Section 5, authorize any changes to the Site Meeting schedule(s).
11. authorize the use of Union leave by Site Representatives;
12. submit monthly Report to the Executive Board which will include:
  - report on Site meetings held in the previous month
  - report on any functions attended on the Local's behalf
  - number of Union leave days authorized to Site Representatives
  - number of Union leave days taken
13. make available copies of the Executive minutes to the Site and Site minutes to the Executive;
14. Forward a copy of all Area grievances to the President;
15. on termination of office, surrender all books, records and other properties of the Local to his/her successor.

**NOTE:** The Area Vice-President only holds voting rights at their home site. The nine (9) Area Vice-Presidents shall select from amongst themselves the First Vice-President.

(g) The **Webmaster** shall:

1. be responsible for all aspects of the Local 8920 website and/or social media;
2. update the website and/or social media, as necessary, as to provide the membership with current information resources and campaigns;
3. post upcoming events and announcements requested, in a timely manner, in accordance with CUPE National Constitution;
4. answer all correspondence emailed to website [8920@cupe.ca](mailto:8920@cupe.ca) and consult with the Executive Board when deemed necessary;
5. keep on file all electronic copies and resources used on the website and/or social media;
6. create and update the website sitemap as needed;
7. assist with any task as directed by the Executive Board.

On termination of this officer, surrender, reset password, files and all properties of the Local to his/her successor. Should this endeavor disappear, then the Executive position would also disappear.

The Webmaster will not be an Office of Local 8920, but will be required to present a written report for each Executive Board meeting and attend Executive Board meetings if requested.

The Webmaster will cc the Local 8920 Recording Secretary on all correspondence. The Education Coordinator and Webmaster are restricted from holding any other Local 8920 office other than position of Site Shop Steward.

(h) The Local Trustees are Officers of Local 8920 and are not Executive Board members.

The **Trustees** shall:

1. 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 Standing Committees of the Local annually;
2. make a written report of their findings to the first Membership meeting following the completion of each audit;
3. 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;
4. be responsible to ensure that monies are not paid out without proper constitutional or membership authorization;
5. ensure that proper financial reports are made to the membership;
6. audit the record of attendance;



7. inspect yearly any stocks, bonds, securities, office furniture and equipment and titles or deeds to property that may, at any time, be owned by the Local and report their findings to the membership;
8. send a copy of each yearly completed audit report (on the prescribed form provided by the National Secretary-Treasurer), as well as a copy of their report to the Local Union membership along with a copy of their recommendations and/or concerns to the National Secretary-Treasurer of the Canadian Union of Public Employees, with a copy to the assigned Servicing Representative.

(i) The **Site Representative** shall:

1. enforce the CUPE Constitution and these By-Laws;
2. preside at all Site meetings and preserve order;
3. decide all points of order and procedure (subject always to appeal of the membership);
4. have a vote on all matters (except appeals against his/her 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;
5. ensure that all Officers perform their assigned duties;
6. sign cheques and ensure that the Site's funds are used only as authorized or directed by the Constitution, By-Laws, or by the membership;
7. be bonded for not less than \$1,000.00 (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 National Office. Any Site Representative who cannot qualify for the bond shall be disqualified from office;
8. be responsible for the day-to-day administration of the Site in consultation with the Area Vice-President, when necessary;
9. be responsible for posting Site meeting notices at least seven (7) days prior to the meeting;
10. represent the Site at Site grievance meetings;
11. wherever possible, attend educational sessions as directed by the Executive Board;
12. on termination of office, surrender all books, records and other properties of the Local to his/her successor.

(j) The **Site Secretary-Treasurer** shall:

1. receive all Site revenue from the Local 8920 Secretary-Treasurer, keeping a record of monies received and deposit promptly all money with a bank or credit union;
2. sign Site cheques in conjunction with the Site Representative and ensure that the Site's funds are used only as authorized or directed by the Constitution, By-Laws, or Membership;
3. record all financial transactions in a manner acceptable to the Executive Board and Site in accordance with good accounting practices;
4. monthly make a full financial report to meetings of the Site as well as a written financial report to each Annual Membership Meeting detailing all income and expenditures for the period;

5. attend Site meetings;
6. be bonded for not less than \$1,000.00 (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 National Office. Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office;
7. make all books available for inspection by the auditors and/or Trustees on reasonable notice and have the books audited semi-annually;
8. be empowered with the approval of the Executive Board, to employ necessary clerical assistance to be paid for out of the Local's funds;
9. on termination of office, surrender all books, records and other properties of the Local to his/her successor.

(k) The **Site Recording Secretary** shall:

1. keep full, accurate and impartial account of the proceedings of all Site General or Special Membership Meetings;
2. provide a copy of Site minutes to the Site Representative and Area Vice-President;
3. record all alterations in the By-Laws;
4. answer correspondence and fulfill other Site secretarial duties as directed by the Area Vice-President and Site Representative;
5. file a copy of all letters sent out and keep on file all pertinent communication;
6. have all records ready on a reasonable notice for auditors and trustees;
7. preside over Site meetings in the absence of the Site Representative;
8. on termination of office, surrender all books, seals and other properties of the Local to his/her successor;
9. maintain a record of attendance at all Site General and Special Membership Meetings.

(l) The **Site Shop Steward** shall:

1. represent their designated Site/Department/Area;
2. in accordance with section 8 (a), process all grievances in writing on the forms provided by the National Office and signed by the complainant(s), forward a copy to the Site Representative, Area Vice-President;
3. represent the grievance at all stages of the Site grievance procedure in conjunction with the Site Representative, Area Vice-President and the CUPE National Representative;
4. attend Site meetings;
5. represent the grievance at meetings of the Area Grievance Committee;
6. on termination of office, surrender all books, records and other properties of the Local to his/her successor.

(m) The **Site Trustee** shall:

In Sites with greater than two hundred (200) members, each Site shall have two (2) Trustees. The initial terms for such Trustees shall be one (1) and two (2) years. The preference of one or two-year terms shall be decided by the Trustees.

The Trustees shall act as an Auditing Committee on behalf of the members of the Site and audit the books and accounts of the Secretary-Treasurer of the Site annually. Site Trustees shall forward their report to the Local Secretary-Treasurer following the completion of each audit.

### **SECTION 11 – OUT-OF-POCKET EXPENSES**

(a) The following out-of-pocket expenses shall be provided:

(i)	Local:	
	President	\$2,000.00
	1 <sup>st</sup> Vice-President	\$1,700.00
	Area Vice-President	\$1,500.00
	Secretary-Treasurer	\$1,500.00
	Recording Secretary	\$1,500.00
(ii)	Education Coordinator	\$ 750.00
	Webmaster	\$ 750.00
	Trustees	\$ 200.00 upon completion of the audit

The out-of-pocket expense will be paid in two equal installments, semi-annually, May and November, or a percentage thereof, depending upon length of time in office for fulfilling all duties of the position.

**NOTE:** 1<sup>st</sup> Vice-President would only get one out-of-pocket expense.

(b) The following out-of-pocket expenses shall be provided for the Site:

Site Representative	\$ 750.00
Site Treasurer	\$ 500.00
Site Recording Secretary	\$ 500.00
Site Shop Steward	\$ 350.00
Site Trustees	\$ 50.00 upon completion of the audit

Site out-of-pocket expenses will be paid by the Local in May of each year or a percentage thereof, depending upon the length of time in office for fulfilling all duties of the position.

In the event of changes of these out-of-pocket expenses, an individual elected to any of these above Site positions will receive either the amount listed or the new out-of-pocket expense, whichever is greater for the remainder of their elected term.

## SECTION 12 - OUT-OF-POCKET ALLOWANCES

- (a) Lost wages on approved union business and/or educational.
- (b)
  - (i) Receipted hotel/motel costs at the CUPE designated hotel/motel when on approved Union business/education. Should a member decide to stay at a different accommodation other than the CUPE designated hotel/motel the member is solely responsible for the additional cost.
  - (ii) If the alternative accommodations are in a private home an allotment of \$20.00 will be paid by Local 8920.
  - (iii) Should a member choose to travel on a daily basis, they shall be reimbursed either mileage or hotel costs whichever is less. Accommodations to be CUPE designated as per Section 12 (b) 1.
- (c) Vehicle mileage as per CUPE National rates. Carpooling is encouraged wherever possible. Mileage claims of less than 10 kms are the responsibility of the member.
- (d) Meals: 

Meeting + travel time of four (4) hours or more	\$ 80.00
Meeting + travel time less than four (4) hours	\$ 50.00
Out of Province	\$ 95.00
- (e)
  - (i) Parking will be reimbursed with receipt.
  - (ii) Road tolls will be reimbursed without receipt.
- (f) Authorized members will be reimbursed for any long distance telephone charges as per the proposed budget.
- (g)
  - (i) Members attending the Weeklong School held outside their Site will receive the CUPE National in town per diem rate of \$17.00 per day for incidentals. The day of travel members will receive meeting and travel allowances.
  - (ii) Members on approved Union business outside their regular working hours, shall be entitled to daily meeting and mileage allowance when called back to their Sites. Every attempt shall be made to schedule meetings when the Union Representative is on Site. It is understood that no one can claim meeting, travel or meal allowances to attend their monthly Site General Membership Meetings or Site Special Membership Meetings.
- (h)
  - (i) A Member attending an approved education session outside their Site area and requiring financial assistance, a maximum of \$100 may be advanced to cover expenses. This advancement will be deducted from the submitted expense claim.
  - (ii) Any member attending National Convention can request a portion or all of the out-of-pocket expenses.

- (i) Dependent Care Expenses: \$30.00 per day per child/dependent to a maximum of \$60.00 per family per day. This expense is applicable only on a member's day off or after regular hours - receipt necessary. It is understood that no one can claim this expense to attend their monthly Site General Membership Meetings or Site Special Membership Meetings.

### **SECTION 13 – SITE REBATES AND EXPENDITURES**

- (a) Rebate to Sites:

Rebate to Sites will be on a pro-rated basis of \$1.25 per dues paying member/per month or a minimum of \$60.00 per Site, whichever is greater.

- (b) The following shall be deemed to be expenditures of the Sites:

- (i) Hall rental
- (ii) Flowers, gifts, mass cards or memorial donations according to guidelines established by the Good of the Union Committee for that specific Site.
- (iii) Postage and stationary, and photocopying.

- (c) There shall be no direct gift or cash payments to the membership as a whole in any Site.

### **SECTION 14 - UNION LEAVE**

- (a) Union leave taken by Site Representatives must be approved by their Area Vice-President.
- (b) Union leave taken by members of the Executive Board will be reviewed monthly by the Executive Board.
- (c) Wherever possible, Site meetings will be scheduled so that neither the Area Vice-President nor the Site Representative will be required to utilize Union leave.

### **SECTION 15 - FEES, DUES AND ASSESSMENTS**

- (a) Monthly Dues - The monthly dues shall be 1.5% of regular gross monthly earnings. (Article B.4.3).
- (b) Changes in the levels of the monthly dues can be affected only by following the procedure for amendment of these By-Laws with the additional provision that the vote must be by secret ballot.
- (c) Special assessments may be levied in accordance with Article B.4.2 of the CUPE Constitution.
- (d) Local 8920 will charge an initiation and readmission fee of \$1.00.

(Article B.4.1)

- (e) A member who fails to pay dues and assessments for three months is automatically suspended from membership. The suspension will be reported to the Executive Board by the Secretary-Treasurer. The Executive Board will report all suspensions to the next membership meeting. The member may return to the membership in good standing by paying a readmission fee and any other penalty set by the local union. The readmission fee cannot be less than the initiation fee of the Local union.

A member who has been unemployed or unable to work because of sickness shall pay the readmission fee but not be required to pay arrears.

(Article B.8.6)

## **SECTION 16 - DELEGATES TO CONVENTIONS AND CONFERENCES**

- (a) i) Except for the President's option, delegates from each Area shall be elected to attend the CUPE National Convention if financially feasible. These delegates shall be elected from those in attendance at the Annual General Membership Meeting.

- ii) CUPE Nova Scotia Division Convention

If financially feasible, CUPE Local 8920 will send the Executive Board plus three members from each Area to attend the Annual CUPE Nova Scotia Division Convention. Members wishing to represent their Area at the Nova Scotia Division Convention will make the request in writing or in person at the March Site Meetings. The Delegates/Alternates will be selected by random draw at the last Area Site meeting in March.

If there is occurrence of a vacant Area Vice President Delegate within reasonable timelines to the registration deadline, there will be a random draw of existing Alternates from that Area first to assign such Delegate status. If there is occurrence of vacant Executive Board Delegates within reasonable timelines to the registration deadline, there will be a random draw of existing Alternates from all Areas to assign such Delegate Status. If this is not possible within time limits to registration deadlines, the Executive Board may attempt to explore additional options if any become available or feasible.

- (iii) Other Conferences or Conventions

If financially feasible, recommendations for the number of delegates attending other Conferences or Conventions will be forthcoming from the Executive Board.

The Executive Board Members shall give consideration to what best serves the needs of the Local and the Sites with as equal representation as possible.

- (b) In the event that Local 8920 is affiliated, delegates to the District Labour Council shall be chosen annually by the Sites within the Executive Board's geographic location. A delegate shall be required to report at each Site meeting on proceedings at recent meetings of the Labour Council. If a member is representing Local 8920 on a Labour Council they will be reimbursed by Local 8920 for meals and travel.
- (c) All delegates chosen to attend any functions on behalf of the Local held outside his/her Site shall be paid transportation expenses (mileage/air fare, whichever is less). If taking own car, carpooling is expected whenever possible. Delegates will also receive a per diem allowance and an amount equal to any loss of salary incurred by attendance at these functions (to be paid to the Employer), in addition to hotel accommodations if deemed necessary and a meal allowance.
- (d) Delegates chosen to attend any functions on behalf of the Local held locally shall have no travel allowance. "Locally" is defined as being within 10 kms of the delegate's principle residence. There shall be a per diem, compensation for any loss of salary by attendance at the function and a meal allowance. (Refer to Section 12 - Out-of-Pocket Allowances).
- (e) Representation at schools and seminars shall be on the recommendation of Local 8920 Executive Board. The Executive Board Members shall give consideration to what best serves the needs of the Local and the Sites with as equal representation as possible.

**NOTE:** Delegates in Section 16 includes alternates and/or observers.

## **SECTION 17- EDUCATION**

- (a) Current CUPE course list shall be posted in each Site on CUPE Bulletin Board and on CUPE Local 8920 website.
- (b) All education requests shall be submitted to the Education Coordinator with appropriate forms by the posted deadline.
- (c) Subject to the annual Local 8920 Education budget, each member shall be entitled to attend five (5) courses per budget year. Requests or additional courses shall be submitted to the Education Coordinator and will be approved by the Executive Board.
- (d) No member shall repeat a course that has not significantly changed. This will be verified by the Education Coordinator in consultation with the CUPE Union Development Representative. Repeat Educational requests may be approved, if deemed necessary, by the Executive Board.
- (e) Every effort shall be made to attend courses within the Local 8920 geographic area. Any courses beyond this area shall be at the discretion of the Education Coordinator.

- (f) The Local encourages car-pooling and shared accommodations whenever possible.
- (g) Members are responsible to cancel accommodations if they are unable to attend a booked course. Members will be required to reimburse the Local when failing to do so.
- (h) Subject to the annual Local 8920 Education budget one (1) member per Area may attend the CUPE Weeklong School. If more than one (1) member in an Area is interested, then it will be left to a draw at the last Site meeting in that Area to determine which member will attend. The completed registration forms need to be forwarded to the Education Coordinator before the posted deadline, otherwise the opportunity to attend will be forfeited. In accordance with Section 17 (c), the CUPE Week Long School, will count as two courses.
- (i) Any travel outside of Nova Scotia for educational purposes will be considered on a case-by-case basis by the Executive. Factors to be considered include but are not limited to:
  - a) union involvement
  - b) finances
  - c) feasibility of return for Local 8920
  - d) cooperation in cost cutting measure (eg: sharing of rooms, travel, etc.)

## **SECTION 18 - COMMITTEES**

Bargaining Councils – Under the Health Authorities Act, Local 8920 is a member of the Nova Scotia Council of Administrative Professional Unions, the Nova Scotia Council of Health Care Unions, the Nova Scotia Council of Health Support Unions and the Nova Scotia Council of Nursing Unions. (Referred to as the Bargaining Councils).

Subject to Article 21.1 (b), Local 8920's representatives on the Bargaining Councils will be selected from the President and the Area Vice-Presidents. In accordance with the Council Constitutions, the President and 1<sup>st</sup> Vice-President will assume the positions of Chairperson on the Administrative Professional Council and 2<sup>nd</sup> Chair on the Health Care Council whenever possible. Local 8920's remaining positions on the 4 Councils will be filled by the Area Vice-Presidents. In all cases the assignments to the various Bargaining Councils will be determined by the Executive Board, taking into account a variety of factors such as Bargaining Experience, role, being a member of the particular Council or directly representing members of a Bargaining Council.

CUPE Local 8920 will be responsible for consulting with the Sites and collecting and developing its own Bargaining proposals for presentation to the various Councils. They will also be responsible for reviewing the final Council proposal packages with the membership.

The Bargaining Councils have legal authority over the final proposal package, collective bargaining, communications, strike votes and the ratification process. They are also responsible for negotiating and implementing an Essential Services Agreement as well as some limited defense of the Provincial Council Collective Agreements.



- (a) **Special Committees** - A special Ad Hoc Committee may be established for a specified purpose and defined period at the discretion of the Executive Board. The Committee shall consist of one (1) member from each Area. The Chairperson of each Special Committee shall be elected by the members of the Committee. The President and/or one (1) other member of the Executive Board may sit on any Special Committees as ex-officio members.
- (b) **Standing Committees** - The Chairperson of each Standing Committee shall be elected by the members from that Committee. The Chairperson and the Executive Board may jointly appoint other members to serve on a committee. Unless specified herein, the President or designate shall be an ex-officio member of each Committee. There may be Standing Committees as follows:
- (1) **Bursary Committee**
- The Bursary Committee shall consist of three (3) Area Vice-Presidents and the Recording Secretary.
- (2) **Site Compassionate Committee**
- Each Site may form their own Committee and this Committee may:
- visit members who are ill;
  - if a member is ill or hospitalized, have sent some token of the Site's concern and desire to help, whether the member is at home or in hospital
  - extend condolences in the event of the death of a member or one of his/her immediate family, and make other appropriate gestures in accordance with the custom or the wishes of the family concerned.
- (3) **Social Committee**
- Each Site may form their own Social Committee. It is the function of this Committee to arrange and conduct all social and recreational activities of the Sites 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 their Site meetings. A ceiling for the Committee's net expenditures shall be fixed annually by the membership. This shall be a nominal amount. All social and recreational events and activities must be financed by the Site. The Sites shall be held responsible for the proper and effective functioning of this Committee.
- (4) **Budget Committee**
- The Committee shall consist of the President, Secretary-Treasurer and one (1) other Site Treasurer appointed impartially by the Executive Board and one (1) other member, as identified by the Local Treasurer. The budget year will run from January 1<sup>st</sup> to December 31<sup>st</sup> and the budget will be presented to the Annual General Membership Meeting in May of each year.

## SECTION 19 - SPECIAL MEMBERSHIP

The Union may grant membership, such as lifetime membership, for retiring members, whether they be retiring because of age or ill health.

## SECTION 20 - ANNUAL GENERAL MEMBERSHIP MEETING

- (a) The Annual General Membership Meeting shall be held in May, on a date determined by the Executive Board. Subject to Section 20 (c), attendance at such meeting shall be at the expense of the individual members.
- (b) The Annual General Membership Meeting will be held in Truro.
- (c) In an effort to help defray the cost of sending Area members to the AGM, the Local will absorb the following expenses:
  - i) Area 1 Round trip travel allowance for four vehicles plus up to four hotel rooms on the Friday evening preceding the AGM.
  - ii) Area 2 Round trip travel allowance for four vehicles plus up to four hotel rooms on the Friday evening preceding the AGM and on the Saturday evening following the AGM.
  - iii) Area 3 Round trip travel allowance for four vehicles plus up to four hotel rooms on the Friday evening preceding the AGM.
  - iv) Area 4 Round trip travel allowance for four vehicles beyond 10 kms.
  - v) Area 5 Round trip travel allowance for four vehicles plus up to two hotel rooms on the Friday evening preceding the AGM.
  - vi) Area 6 Round trip travel allowance for four vehicles.
  - vii) Area 7 Round trip travel allowance for four vehicles plus up to four hotel rooms on the Friday evening preceding the AGM.
  - viii) Area 8 Round trip travel allowance for four vehicles plus up to four hotel rooms on the Friday evening preceding the AGM and on the Saturday evening following the AGM.

Despite the above, Sites are encouraged to assist their members in attending the AGM.

- (d) Members attending the AGM will need to Register in accordance with the process laid out by the Recording Secretary
- (e) Any member wishing to present motions or propose By-Law changes at the Annual Membership Meeting shall have same approved by his/her Site and such motions or proposed changes shall be forwarded to the Recording-Secretary of the Local ninety (90) days prior to the Annual Membership Meeting. Motions and By-Law changes, properly served, will be determined at this meeting.

- (f) All By-Law changes to be sent to each Site sixty (60) days prior of the Annual General Membership Meeting.
- (g) Rules of Order of Business - The Order of Business in the National Constitution shall be the Order of Business of Annual Meetings, subject to additions as they become necessary.

## **SECTION 21 - AFFILIATION**

- (a) The Local may affiliate to CUPE Nova Scotia, the Nova Scotia Federation of Labour, and the Nova Scotia Citizen's Health Care Network. Other affiliations may be determined at the Annual Membership Meeting through a By-Law amendment. Existing affiliations will be reviewed annually at the AGM. Any motion to disaffiliate will require 66-2/3% support from the AGM.
- (b) District Labour Councils will be reviewed at the Annual General Meeting of Local 8920. Affiliation will be voted on in an Area caucus of those members from the geographical locations that are covered by that Labour Council.
- (c) Local 8920 is bound by the Health Authorities Act, as well as the Nova Scotia Council of Health Administrative Professionals Constitution, the Nova Scotia Council of Health Care Unions Constitution, the Nova Scotia Council of Health Support Unions Constitution and the Nova Scotia Council of Nursing Unions Constitution. As such, we participate, and cost share, with NSGEU, NSNU and UNIFOR in all matters related to Collective Bargaining and the common defense of the Provincial Agreements.

## **SECTION 22 - STAFF REPRESENTATIVES**

CUPE National Staff Representatives may attend meetings of the Local, Executive Board and Sites with voice, but not vote. The CUPE National Staff Representative(s) assigned shall be a member of the Local 8920 Negotiating Committee with voice but no vote.

## **SECTION 23 - RULES OF ORDER**

All meetings of the Executive Board and Sites 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 By-Laws as Appendix "A". These rules shall be considered as an integral part of the By-Laws and may be amended only by the same procedure used to amend the By-Laws.

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 - AMENDMENT**

- (a) These By-Laws 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 By-Laws and the CUPE Constitution, the

latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President.

(Article 9.2(c), 13.3, & B.5.1)

- (b) These By-Laws shall not be amended, added to, or suspended except upon a 66-2/3% vote of members present and voting at the Annual General Membership Meeting following at least sixty (60) days' written notice.

(Article 13.3 & B.5.1)

- (c) No change in these By-Laws 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.

(Article 13.3 & B.5.1)

## APPENDIX "A" TO THE BY-LAWS OF CUPE LOCAL 8920

### RULES OF ORDER

1. The President or, in his/her 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/her 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 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 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 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/she shall rise in his/her place and respectfully address the presiding Officer, but, except to state that he/she rises to a point of order or on a question of privilege, he/she shall not proceed further until recognized by the Chair.
11. When two 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/she shall cease speaking until the point is determined; if it is decided he/she is in order, he/she 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/she may in addition give a casting vote, or, if he/she 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 (1) to adjourn (2) to put the previous question (3) to lay on the table (4) to postpone for a definite time (5) to refer (6) 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 (1) when a member has the floor, and (2) 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 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/she 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/her challenge. The Chairperson may then state briefly the basis for his/her 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 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 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.

**APPENDIX “B” TO THE BY-LAWS OF CUPE LOCAL 8920  
INITIAL ELECTIONS AND TEMPORARY BY-LAW VARIANCES FOR  
CUPE LOCAL 8920**

WHEREAS CUPE Local 8920 is created as a result of the merger of the former CUPE Locals 835, 1933, 2431, 2525 and 4150;

AND WHEREAS the merger is as a result of Nova Scotia Legislation on restructuring in the Acute Care Sector;

AND WHEREAS the Executive Boards and the members of the former CUPE Locals 835, 1933, 2431, 2525 and 4150 wish to ensure stability and grass roots rank-and-file participation in a CUPE Local post restructuring;

**Inaugural Elections**

THEREFORE, it is agreed that the initial term of Office for the Local 8920 Executive Board shall commence no later than March 31, 2015 and end with the election of a new Executive Board in 2018 in accordance with Section 9 of these By-Laws.

It is agreed that the initial term for Site Representatives for the Local 8920 shall commence no later than April 15, 2015 and end with the election of a Site Representatives in 2018 in accordance with Section 9 of these By-Laws.

It is agreed that for those positions normally elected in odd numbered years, their election in 2018 will be for a one (1) year term with elections again in 2019 and every two (2) years thereafter. For Illustration purposes:

<b>Position</b>	<b>Initial Election</b>	<b>Second Election Section 9 applies</b>	
Local President	Installed no later than March 31 <sup>st</sup> , 2015	April 2018 for two years	
Local Treasurer	Installed no later than March 31 <sup>st</sup> , 2015	April 2018 for two years	
Local Recording Secretary	Installed no later than March 31 <sup>st</sup> , 2015	April 2018 for two years	
Area Vice-President	Installed no later than March 31 <sup>st</sup> , 2015	April 2018 for one year	April 2019 for two years
Site Representative	Installed no later than April 15 <sup>th</sup> , 2015	March 2018 for two years	
Site Treasurer	Installed no later than April 15 <sup>th</sup> , 2015	March 2018 for two years	
Site Secretary	Installed no later than April 15 <sup>th</sup> , 2015	March 2018 for one year	March 2019 for two years
Shop Stewards	Installed no later than April 15 <sup>th</sup> , 2015	March 2018 for one year	March 2019 for two years

It is agreed that upon approval of these By-Laws (anticipated to be no later than the first week of March), Local 8920 will move into nominations. The period for nominations will be one (1) week. Nominations will be open for all Executive Board positions, Local 8920



Trustees and the positions of Site Representative, Site Secretary-Treasurer and Site Recording Secretary. Written nominations only will be accepted and must include the name and phone number of the nominator as well as the name, phone number and signed acceptance of the person being nominated. All nominations must be forwarded to the CUPE New Glasgow office via Fax – 902-755-2065 or email [lm Myers@cupe.ca](mailto:lm Myers@cupe.ca).

Initially, the Trustee receiving the largest number of votes shall be elected for three (3) years, the Trustee receiving the second largest number of votes shall be elected for two (2) years, and the Trustee receiving the third largest number of votes shall be elected for one (1) year. Subsequently, one (1) Trustee shall retire each year as the term for which such Trustee was elected expired, and succeeding Trustees shall be eligible for three (3) years. The retiring Trustee shall be eligible for re-election.

Only those CUPE Local 8920 members who know they will continue to be CUPE Local 8920 members on April 1, 2015 are eligible to run for the positions of President, Recording Secretary, Secretary-Treasurer or Local 8920 Trustee, however any CUPE Local 8920 member is free to accept nomination as the Area Vice-President or for one of the Site positions.

Upon closure of the nominations, ballots will be prepared for all positions where there is to be an election. It is agreed that If only one (1) member is nominated for a position, such member shall be declared elected by acclamation and no vote shall be required.

CUPE Staff will co-ordinate with two (2) members from each of the former Locals 835, 1933, 2431 and 4150 and four (4) members from the former Local 2525 as an Election Committee.

It is agreed that voting shall be conducted at each Site (and Sub-Site). Ballot boxes must be available during normal working hours for a minimum of one (1) hour but not more than four (4) hours. Voting dates, times, and locations are at the discretion of the Election Committee. However, voting must be concluded within five (5) consecutive working days.

It is agreed ballot boxes and address lists will be transported to the voting stations by members of the Election Committee in sufficient time prior to the commencement of voting.

It is agreed that ballot boxes used for these votes will be locked, and the keys will be in the possession of the CUPE National Representative or their designate.

It is agreed that a record will be kept of all members who vote by marking their names off on the Union's address list or seniority list.

It is agreed that at the conclusion of voting, the Election Committee and the CUPE National Representative will count the votes in a central location. Representatives for each candidate who are designated in advance and who are members of Local 8920 are free to observe this process.

It is agreed the member receiving the most votes shall be declared elected. In the event of a tie, a run-off vote will be held.

It is agreed that any candidate may request a recount of the votes for the office they are

contesting provided that the difference in votes between the candidate requesting the recount and the winner is not greater than 5%. Such recount is to be taken immediately, following the announcement of all elected positions.

It is agreed that should a vacancy occur in any of the Executive Board positions during the Term of Office, a by-election will be held. Nominations will be taken at the Site meetings following the occurrence giving rise to the vacancy. Elections will be conducted by the Area Vice-Presidents, or by someone appointed by the President in the event that the Area Vice-President is running for office, in accordance with Article 9 (h).

It is agreed newly elected representatives of Local 8920 for this first election will be installed by swearing the Oath of Office administered by the Regional Director no later than March 31, 2015.

Following the installation of Officers, the Area Vice-President and the Site Representative will co-ordinate and oversee the election of Site Shop Stewards and Site Trustees (if applicable) by the end of May 2015.

It is agreed that commencing with 2018 elections, the provisions of Section 9 of these By-Laws apply to nominations, elections and installations.

### **Annual General Membership Meeting in 2015**

Recognizing that these By-Laws are being approved in February of 2015 and the Local 8920 Executive and Site Executives are being installed in late March and early April 2015, the Annual General Membership Meeting, normally scheduled for May of 2015 will not occur. The first Annual General Membership Meeting of CUPE Local 8920 will be held in May of 2016.

### **CUPE National Convention in 2015**

Given that the Annual General Membership Meeting will not occur in 2015, the number of delegates, if any, to the 2015 CUPE National Convention in Vancouver will be determined by the Local 8920 Executive Board. In addition to the President of CUPE Local 8920, delegates will represent the various geographies of Local 8920 and will be nominated in May of 2015 and elected in June of 2015 by the members in the area(s) they represent.

### **Affiliation to the Nova Scotia Division and Nova Scotia Federation of Labour**

Until the Annual General Membership Meeting in 2016, CUPE Local 8920 will affiliate to the CUPE Nova Scotia Division and the Nova Scotia Federation of Labour. This decision will be reviewed at this time and unless 2/3 of those members attending the Annual General Meeting vote to disaffiliate, Section 21 (a) shall apply.

Finally, it is agreed that at the conclusion of elections for positions in 2019, this Appendix 'B' is deemed no longer valid and is automatically repealed and removed from the By-Laws of Local 8920.

## **Appendix "C"**

## CUPE NATIONAL 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 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 persons deserve dignity, equality, and respect.