

# **CUPE 204**

**Health Care Workers Union**  
Canadian Union of Public Employees

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## **BYLAWS**

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## **SECTION 1 – NAME**

The name of this Local Union shall be the Canadian Union of Public Employees, Local 204.

Local 204 consists of the following Units:

- **Access Downtown** (Community Health & Social Services Centre; Home Care satellite office)
- **Access Fort Garry**
- **Access NorWest**
- **Access River East**
- **Accès-Access St. Boniface (Centre de santé Saint-Boniface)**
- **Access Transcona**
- **Access Winnipeg West** (Winnipeg West Integrated Health & Social Services)
- **Actionmarguerite (Foyer Valade)**
- **Actionmarguerite** (St. Joseph's Residence Inc.)
- **Actionmarguerite (Taché Centre)**
- Bethania Mennonite Personal Care Home
- **Breast Health Centre**
- **CancerCare Manitoba**
- **Centralized Services**
- **Churchill Health Region**
- Concordia Hospital, Concordia Place
- **Deer Lodge Centre**
- **Diagnostic Services (Shared Health)**
- **Donwood Manor**
- **Eden Health Care Services**
- **Fred Douglas Lodge**
- **Golden Links Lodge**
- Golden West Centennial Lodge
- Grace Hospital
- Health Sciences Centre
- **Holy Family Home**
- **Hôpital St. Boniface Hospital**
- Klinik Community Health Centre
- **Language Access Interpreter Services**
- **Lions** Personal Care Centre Ltd.
- Luther Home
- **Manitoba Adolescent Treatment Centre (MATC)**
- **Meadowood Manor**
- Middlechurch Home of Winnipeg
- **Misericordia Health Centre**
- Mount Carmel Clinic
- Nine Circles Community Health Centre Inc.
- NorWest Co-op Community Health Centre Inc.
- **Pan Am Clinic**

- Pembina Place Mennonite Personal Care Home
- **Point Douglas Community Health Centre**
- Rehabilitation Centre for Children
- **River Park Gardens**
- Seven Oaks General Hospital
- **Seven Oaks Health & Social Services Centre**
- Sexuality Education Resource Centre Manitoba Inc.
- **Southeast Personal Care Home**
- **The Convalescent Home of Winnipeg**
- **The Saul and Claribel Simkin Centre (Sharon Home)**
- **Victoria General Hospital**
- **Winnipeg Regional Health Authority – Community Programs (MGEU Locals 220 & 115)**
- **Winnipeg Regional Health Authority – Community Team Managers (Winnipeg Association of Public Service Officers – WAPSO)**
- **Winnipeg Regional Health Authority – Inkster Laundry**
- Winnipeg Regional Health Authority – Nutrition and Food Services – Regional Distribution Facility
- **Winnipeg Regional Health Authority – Selkirk Laundry**
- Women’s Health Clinic

## **SECTION 2 – OBJECTIVES**

The objectives of Local 204 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, colour, 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; and
- (f) support CUPE in reaching all of the objectives set out in Article II of the CUPE National Constitution.

### SECTION 3 – REFERENCES

Numbers of article at the end of sections in this document refer to relevant articles of the CUPE National Constitution which should be read together with these bylaws.

### SECTION 4 – MEMBERSHIP

(a) Membership

An individual employed within the jurisdiction of Local 204 can apply for membership in Local 204 by signing an application and paying the initiation fee set out in Section 12 of these bylaws.

(b) Approval of Membership

At the first membership meeting after the application has been submitted, the name(s) of the applicant(s) will be read out and unless a majority of members present at the meeting object, the applicant(s) will be accepted into membership.

(c) Oath of Membership

New members will take this oath:

*“I promise to support and obey the Constitution of this Union, to work to improve the economic and social conditions of other members and other workers, to defend and work to improve the democratic rights and liberties of workers and that I will not purposely or knowingly harm or assist in harming another member of the Union.”*

(d) Continuation of Membership

Once accepted, a member continues as a member in good standing while employed within the jurisdiction of the Local Union unless the member loses good standing under the provisions of the CUPE National Constitution.

(e) Member Obligations

Members are obliged to abide by the CUPE National Constitution and these bylaws as amended from time to time.

Members will provide the Recording Secretary with their current address, home/cell telephone contact number and where available, a **personal** e-mail address. The member will advise the Recording Secretary of any changes to their contact information. This information will be protected and used to communicate with members. Such communication will take the form of mail, e-mail blasts or telephone town halls.

In the case of a telephone town hall, the telephone number may be shared with service provider under contract to the Local Union to provide the technical equipment to support such a virtual meeting.

Upon request, the Local Union will share the telephone contact information with CUPE National. The purpose of sharing this telephone contact information with CUPE National is so that the National Union can conduct a telephone town hall with members on important matters.

## **SECTION 5 – AFFILIATIONS**

**Local 204 shall be affiliated to organization(s) that will strengthen the labour movement and work toward common goals and objectives. The Local shall determine whether to affiliate with these organizations by amendment to these bylaw as per Section 22 – Amendments. Such bodies may include but are not limited to:**

- **CUPE Manitoba**
- Winnipeg Labour Council
- Manitoba Federation of Labour
- Manitoba Council of Health Care Unions, etc.

## **SECTION 6 – MEETINGS**

### **General Membership Meetings**

Regular General Membership meetings shall be held a minimum of four (4) times a year, generally in the months of February, May, September, November. The Executive Board shall give one (1) week notice to time, place, date and agenda of all General Membership meetings. A quorum of at least **twenty (20)** members including **five (5)** members of the Executive Board, two (2) of which must be Table Officers are needed to conduct any Regular or Special General Membership meeting.

The order of business at all membership meeting is as follows:

1. Read Equality Statement
2. Land Acknowledgement \*\*
3. Roll Call of Officers
4. Voting on New Members and Initiation
5. Reading of Minutes
6. Matters Arising
7. President's Report
8. Treasurer's Report
9. Communications and Bills

10. Executive Board Reports and Recommendations
11. Reports of Committees and Delegates
12. Nominations, Elections, or Installations
13. Unfinished Business
14. New Business
15. Good of the Union
16. Adjournment

*\*\* CUPE Local 204 acknowledges with respect, the history, customs and culture of the First Nations, Inuit, and Métis in Treaty 1 whose traditional lands we are holding our meeting on today.*

### Unit/Group Meetings

- (a) There shall be a minimum of **two (2)** Unit membership meetings annually, called by the Unit/**Group** Vice-President, except for the months of July and August. Notice and agenda of such meetings will be posted **a minimum of** one (1) week in advance on bulletin boards and/or electronically. Notice of all **Unit/Group** meetings **and agendas** shall be provided to **the** Table Officers. **The agendas shall include all motions. When motions regarding unit funds are posted, a Table Officer and/or National Representative will be required to attend.**

In all cases, notice periods indicated elsewhere in the bylaws are to be followed.

Unit quorums should be five (5) members, including the Unit/**Group** Vice-President or the Lead Steward or the Shop Steward. Should the Unit/**Group** Vice-President or Lead Steward be unavailable, the President of Local 204 or designate shall attend the meeting to assist the Shop Steward.

- (b) Members may attend Unit/**Group** meetings scheduled for their place of employment.
- (c) Unit/**Group** meetings will be scheduled by each unit, to deal with matters that affect only the Unit/**Group**. Such meetings are not to be used to replace regular membership meetings and will not make decisions that affect the Local Union as a whole.
- (d) President and/or designate shall be entitled to attend all Unit/**Group** meetings.
- (e) Unit/**Group** meetings will be chaired by the Unit/**Group** Vice-President.

### Special Membership Meetings

Special General Membership meetings may be ordered by the Table Officers or requested in writing by no fewer than **fifty (50)** members from at least **ten (10)** Units. The President shall call a Special General Membership meeting within thirty (30) days when so ordered or requested and shall see that members receive at forty-eight (48) hours' notice of the Special General

Membership 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.

### Executive Board Meetings

- (a) The Executive Board shall meet monthly **except in the months when a General Membership meeting is being held.**
- (b) Quorum of an Executive Board meeting is fifty percent (50%) of the sitting Executive including three (3) Table Officers.
- (c) Should any Board member fail to answer the roll call for three (3) consecutive regular membership meetings or three (3) consecutive regular Board meetings without having submitted good reason for these **absences**, their office shall be declared vacant and shall be filled by by-election at the following membership meeting.
- (d) **The order of business at all Executive Board meetings is as follows:**
  - 1. **Read Equality Statement**
  - 2. **Land Acknowledgement \*\***
  - 3. **Roll Call of Officers**
  - 4. **Voting on New Members and Initiation**
  - 5. **Reading of Minutes**
  - 6. **Matters Arising**
  - 7. **President's Report**
  - 8. **Treasurer's Report**
  - 9. **Communications and Bills**
  - 10. **Executive Board Reports and Recommendations**
  - 11. **Reports of Committees and Delegates**
  - 12. **Nominations, Elections, or Installations**
  - 13. **Unfinished Business**
  - 14. **New Business**
  - 15. **Good of the Union**
  - 16. **Adjournment**

**\*\* CUPE Local 204 acknowledges with respect, the history, customs and culture of the First Nations, Inuit, and Métis in Treaty 1 whose traditional lands we are holding our meeting on today.**

### Table Officers Meetings

- (a) The Table Officers shall meet monthly and should be held prior to the Executive Board meetings.
- (b) Quorum is fifty percent (50%) of the sitting Table Officers.



## **SECTION 7 – OFFICERS**

### **Table Officers**

The Officers of Local 204 shall be the President, 1<sup>st</sup> Vice-President, 2<sup>nd</sup> Vice-President, Treasurer, and Recording Secretary.

### **Executive Board**

The Executive Board shall be comprised of the Table Officers and one (1) Unit/**Group** Vice-President Representative elected from each Unit (see Section 1 for list of Units), a Diversity **Vice-President** and Diversity **Vice-President** – Indigenous.

### **Trustees**

There shall be three (3) Trustees.

## **SECTION 8 – EXECUTIVE BOARD**

The Executive Board shall be comprised of the Table Officers, the Diversity seats (2) and one (1) Unit/**Group** Vice-President Representative elected from each Unit/**Group** as follows:

1. **Access sites and Centralized Services (*non-clinical*). Includes Home Care, Centralized Services, Point Douglas Community Health Centre, Winnipeg West Integrated Health & Social Services, Public Health, Point Douglas Community Health Centre)**
2. **Access sites and Centralized Services (*clinical*). Includes Home Care, Centralized Services, Point Douglas Community Health Centre, Winnipeg West Integrated Health & Social Services, Public Health, Point Douglas Community Health Centre)**
3. **Actionmarguerite (Foyer Valade)**
4. **Actionmarguerite (St. Joseph's Residence), Luther Home**
5. **Actionmarguerite (Taché Centre)**
6. **Bethania Mennonite Personal Care Home**
7. **CancerCare Manitoba, Breast Health Centre**
8. **Churchill Health Region**
9. **Concordia Hospital, Concordia Place**
10. **Deer Lodge Centre**
11. **Diagnostic Services (Shared Health)**
12. **Donwood Manor, Fred Douglas Lodge**
13. **Eden Health Care Services**
14. **Golden Links Lodge, Meadowood Manor, River Park Gardens**
15. **Golden West Centennial Lodge**
16. **Grace Hospital**
17. **Health Sciences Centre**

18. **Holy Family Home**
  19. **Klinic Community Health Centre, Mount Carmel Clinic, Nine Circles Community Health Centre Inc., NorWest Co-op Community Health Centre Inc., Sexuality Education Resource Centre Manitoba Inc., Women's Health Clinic**
  20. **Language Access Interpreter Services, Manitoba Adolescent Treatment Centre, Rehabilitation Centre for Children**
  21. **Lions Personal Care Centre Ltd.**
  22. **Middlechurch Home of Winnipeg**
  23. **Misericordia Health Centre**
  24. **Seven Oaks General Hospital**
  25. **Seven Oaks Health & Social Services Centre, WRHA – Community Programs, WRHA – Community Team Managers (Winnipeg Association of Public Service Officers – WAPSO)**
  26. **Southeast Personal Care Home, The Saul & Claribel Simkin Centre (Sharon Home)**
  27. **Hôpital St. Boniface Hospital**
  28. **The Convalescent Home of Winnipeg, Pembina Place Mennonite Personal Care Home, Pan Am Clinic**
  29. **Victoria General Hospital**
  30. **Winnipeg Regional Health Authority – Nutrition and Food Services – Regional Distribution Facility**
  31. **WRHA – Inkster Laundry, WRHA – Selkirk Laundry**
- (a) The Executive Board shall enforce the Collective Agreement, CUPE Constitution, Bylaws, Policies and financial budget of the Local.
  - (b) Executive Board Members shall be Shop Stewards for the Local.
  - (c) Executive Board Members shall attend Shop Steward training and attend Shop Steward meetings whenever possible.
  - (d) Executive Board Members shall be Communicators.
  - (e) The Executive Board shall be responsible for making recommendations on all items on the agenda of the General Meeting with the exception of standing committee reports.
  - (f) The Executive Board shall be responsible for assuring that all motions approved at General Meetings are followed through to completion in a timely manner.
  - (g) The Executive Board shall be responsible for reviewing resolutions approved by bodies to which the Local is affiliated and make recommendations at General Membership meetings on how to support the resolutions.
  - (h) The Executive Board shall have the authority to refer grievances to arbitration and report to the General Membership.

- (i) The Executive Board shall do the work delegated to it by the Local and shall be held responsible for the proper and effective functioning of all committees.
- (j) The Executive Board shall finalize the draft annual budget to be presented to the General Membership taking into account the goals, priorities and realities of the Local.
- (k) Should any Board member fail to answer the roll call for three (3) consecutive regular membership meetings or three (3) consecutive regular Board meetings without having submitted good reasons for these failures, their office shall be declared vacant and shall be filled by by-election at the following membership meeting.
- (l) Members can only hold one (1) elected position in the Local that is eligible for an honorarium. Members can only collect one **honorarium** as listed in Section 15 – Executive Board - Honorarium.

### **SECTION 9 – TABLE OFFICERS**

- (a) The Table Officers of the Local shall be the President, 1<sup>st</sup> Vice-President, 2<sup>nd</sup> Vice-President, Treasurer, and Recording Secretary.
- (b) The Table Officers shall meet at least monthly prior to the Executive Board meeting. They shall be responsible for preparing an orderly agenda with recommendations for the Executive Board meeting. Table officers may hold such additional meetings as they deem necessary for the purpose of conducting the affairs of the Local.
- (c) Should any Board member fail to answer the roll call for three (3) consecutive regular membership meetings or three (3) consecutive regular Board meetings without having submitted good reasons for these failures, their office shall be declared vacant and shall be filled by by-election at the following membership meeting.
- (d) Members elected as Table Officers shall be the officers of the Local and shall have power and authority to act on behalf of the Local. Their decisions shall be reported to the membership.
- (e) Finalize the annual budget for adoption by the Executive Board and General Membership taking into account the goals, priorities and realities of the Local.
- (f) On termination of office, surrender all books, seals and other properties of the Local to the Local office within a reasonable amount of time.
- (g) **Upon recommendations made by the Unit/Group Vice-Presidents, the Table Officers shall approve the Shop Stewards for the Units.**

## **SECTION 10 – DUTIES OF OFFICERS AND STEWARDS**

All Officers must give all properties, assets, funds and all records of the Local Union to their successors at the end of their term of office.

All signing Officers of Local 204 shall be bonded through the master bond held by CUPE National. Any Officer who cannot qualify for the bond shall be disqualified from having signing authority.

Each Officer of Local 204 is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise.

(a) The **President** shall:

- i. be a full-time officer and shall enforce the Collective Agreement, CUPE Constitution, Bylaws, Policies and financial budget of the local;
- ii. be bonded through the master bond held by National Office, any President who cannot qualify for the bond shall be disqualified from office;
- iii. preside at all General Regular Membership meetings and Executive Board meetings and preserve order;
- iv. **Attend Unit/Group meetings as required;**
- v. decide all points of order and procedure (subject always to appeal to the Local membership);
- vi. have a vote on all matters, except appeals against their rulings;
- vii. attend Labour/Management Committee meetings when available;
- viii. ensure that all officers perform their assigned duties;
- ix. ensure that all committee vacancies are filled where elections are not provided for;
- x. sign all approved expense vouchers;
- xi. introduce new members and conduct them through the initiation ceremony;
- xii. be ex-officio on all committee meetings with voice but no vote;
- xiii. sign all cheques and ensure that the Local's funds are used only as authorized or directed by the Constitution, bylaws, or vote of the Local membership;

- xiv. have first preference as a delegate to the CUPE National or Provincial Convention;
- xv. represent the majority decision of the Executive Board or the Local membership at all times;
- xvi. perform any other duties assigned by the Executive Board or the Local membership;
- xvii. on termination of office, immediately surrender all books, records, and other properties of the Local to their duly elected successor;
- xviii. adhere to the Guidelines for Grievance Procedures;
- xix. to be responsible for the day-to-day direction and general management of the Local 204 Office Administrative Assistant staff and Labour Relations Officer (LRO); and
- xx. **be booked off full time and receive the President's salary.**

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

- i. perform all duties of the President if the President is absent or not eligible;
- ii. preside over membership and Executive Board meetings in the absence of the President;
- iii. **attend Unit/Group meetings as the President's designate as required;**
- iv. if the office of the President falls vacant, be Acting President until a new President is elected through a by-election;
- v. render assistance to any member of the Executive as directed by the Executive Board;
- vi. be responsible to consult with the President a minimum of once a week to ensure that they are updated on all matters of the Local Union;
- vii. on conclusion of the Table Officer meeting, meet with the President to further maintain familiarization on all matters of the President's office;
- viii. **be booked off at the discretion of the Table Officers to work on an interim basis in the Local office for the following reasons:**
  - Campaigns
  - Special projects

- Strike preparation
  - Office relief
- ix. should the 1<sup>st</sup> Vice-President be unable to fulfill the duties of the Special Assignments Officer the Executive Board may appoint an Executive Board member, or alternate;
- x. **perform such other duties as may be assigned by the Executive Board from time to time. Enforce the CUPE Constitution, and the Collective Agreement, Bylaws, Policies and financial budget of the Local.**
- (c) The 2<sup>nd</sup> Vice-President shall:
- i. perform all duties of the 1<sup>st</sup> Vice-President and/or President if the 1<sup>st</sup> Vice-President or President is absent or not eligible;
  - ii. guard the inner door at membership meetings and admit no one but members in good standing or Officers and officials of CUPE, except on the order of the President and with consent of the members present;
  - iii. maintain the record of membership attendance at meetings;
  - iv. perform such other duties as may be assigned by the Executive Board from time to time. Enforce the Collective Agreement, CUPE Constitution, Bylaws, Policies and financial budget of the local;
  - v. preside over membership and Executive Board meetings in the absence of the President **and the 1<sup>st</sup> Vice-President**;
  - vi. **attend Unit/Group meetings as the President's designate as required**;
  - vii. if the office of the President falls vacant, be Acting President until new President is elected through a by-election if the 1<sup>st</sup> Vice-President is unable to;
  - viii. render assistance to any member of the Executive as directed by the Executive Board;
  - ix. be responsible to consult with the President a minimum of once a week to ensure that they are updated on all matters of the Local Union;
  - x. meet with the President to further maintain familiarization on all matters of the President's office on conclusion of the Table Officers' meeting;
  - xi. **be booked off at the discretion of the Table Officers to work on an interim basis in the Local office for the following reasons:**

- **Campaigns**
- **Special projects**
- **Strike preparation**
- **Office relief**

xii. **be responsible for overseeing the grievance tracking.**

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

- i. keep full, accurate, and impartial account of the proceedings of all Regular or Special Membership and Executive Board meetings. These records must also include a copy of the full financial report (Executive Board meetings) and the written financial report (membership meetings) presented by the Treasurer. The record will also include Trustees' reports;
- ii. record all amendments and/or additions in the bylaws, and make certain that these are sent to the National President for approval prior to implementing;
- iii. answer correspondence and fulfill other administrative duties as directed by the Executive Board;
- iv. keep a record of all correspondence received and sent out;
- v. prepare and distribute all notices to members;
- vi. have all records ready on reasonable notice for the Trustees or auditors;
- vii. perform other duties required by the Local Union, its bylaws or the National Constitution;
- viii. record electronically meetings for purposes of minute preparation only, upon approval of the Executive Board;
- ix. ensure that the equality statement is read at all meetings;
- x. **attend Unit/Group meetings as the President's designate as required;**
- xi. **be booked off at the discretion of the Table Officers to work on an interim basis in the Local office for the following reasons:**
  - **Campaigns**
  - **Special projects**
  - **Strike preparation**
  - **Office relief**

- xii. **perform such other duties as may be assigned by the Executive Board from time to time. Enforce the CUPE Constitution, and the Collective Agreement, Bylaws, Policies and financial budget of the Local.**

(e) The **Treasurer** shall:

- i. 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;
- ii. sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences;
- iii. ensure that per capita tax is paid by direct remittance, or where per capita 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, no later than the last day of the following month;
- iv. be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Local Union;
- v. record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices;
- vi. make a full financial report to meetings of the Local Union's Executive Board;
- vii. make a written financial report to each regular membership meeting, detailing all income and expenditures for the period;
- viii. be bonded through the master bond held by CUPE National. Any Treasurer who cannot qualify for the bond shall be disqualified from office;
- ix. pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the President and one other member of the Executive Board as determined by the Executive Board. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated;
- x. make all books available for inspection by the Trustees and/or auditors on reasonable notice. Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees;



- xi. provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National;
- xii. where required, not later than February 28<sup>th</sup> each year, furnish each member, on the forms supplied by CUPE National, with a statement showing the net amount of tax-deductible dues paid by them during the preceding calendar year;
- xiii. notify all members who are one (1) month in arrears and report to the Executive Board all members two or more months in arrears in the payment of union dues;
- xiv. annually create a draft budget based on previous years budgets and expenditures to be presented to the Table Officers taking into account the goals, priorities and realities of the Local;
- xv. **be booked off full-time and paid a 15% top up of their salary;**
- xvi. **attend Unit/Group meetings as the President's designate as required;**
- xvii. **perform such other duties as may be assigned by the Executive Board from time to time. Enforce the CUPE Constitution, and the Collective Agreement, Bylaws, Policies and financial budget of the Local.**

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

- i. act as a liaison between equity-seeking groups and the Local Executive Board;
- ii. advise the Local Executive of best policies and practices to ensure an inclusive Local;
- iii. facilitate two-way communication with equity-seeking members to identify and address common issues and those specific to a particular diverse community of members;
- iv. be a liaison to the Local 204 standing committees by attending the assigned committee meeting and provide guidance to the committee and report back to the Executive Board;
- v. participate on relevant CUPE Manitoba committees **and hold the delegate status;**
- vi. be available for consultation with the Executive Board, Unit/Group Vice-President and Stewards;
- vii. provide communication and information to all members of the Local on inclusivity;

- viii. **work with Diversity Vice-President – Indigenous to develop recommendations for union and unit collaboration on creating safer and more inclusive spaces;**
- ix. **work with CUPE Regional’s Human Rights and Education Representatives to provide education and training for Local 204 Executive, Unit/Group Vice-Presidents, and workplace units.**

(g) The **Diversity Vice-President – Indigenous** shall:

- i. act as a liaison between Indigenous members and the Local Executive Board;
- ii. advise the Local Executive of best practices and policies to ensure the needs of Indigenous members are being met;
- iii. facilitate two-way communication with Indigenous members to identify and address common issues within the workplace, union and community;
- iv. be a liaison to the Local 204 standing committees by attending the assigned committee meeting and provide guidance to the committee and report back to the Executive Board;
- v. participate on relevant CUPE Manitoba committees **and hold the delegate status;**
- vi. be available for consultation with the Executive Board, Unit/**Group** Vice-Presidents, **Union Support Officers** and stewards to ensure culturally appropriate representation;
- vii. provide communication and information to all members of the Local on Indigenous issues and inclusivity;
- viii. provide guidance to the Local on implementing relevant recommendations from the Truth and Reconciliation Commission of Canada Report: Calls to Action, for executive business, function, and union relationship building with workplace units;
- ix. work with **Diversity** Vice-President to develop recommendations for union and unit collaboration on creating safer and more inclusive spaces;
- x. work with CUPE Regional’s **Human Rights** and Education Representatives to provide education and training for Local 204 Executive, Unit/**Group** Vice-Presidents, and workplace units.

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

- ii. facilitate two-way communication with their assigned shop stewards and membership to share information and identify and address common issues on a monthly basis;
  - iii. be Shop Stewards for their respective Units/**Group** and shall act as liaisons between their respective Units and the Local Executive Board;
  - iv. adhere to the grievance procedure and ensure copies of all grievances **and meeting notes** are submitted to the Local office;
  - v. chair Unit/**Group** meetings and be in communication with the Local President;
  - vi. **be responsible for Unit/Group meeting notice, setting agenda, and informing the Table Officers and National Representatives of date and time of Unit/Group meetings in conjunction with the Lead Steward;**
  - vii. act as a liaison between their respective unit and the Local Executive Board;
  - viii. represent members by attending meetings with the Employer at both the Management level and at Human Resources;
  - ix. ensure CUPE is represented on the workplace Occupational Safety and Health Committee by election or if necessary, by appointment;
  - x. **be required to attend all Executive Board meetings. If unable to attend, must send regrets and arrange for a Lead Shop Steward to attend in their place and inform the 2<sup>nd</sup> Vice-President who will be attending in their place;**
  - xi. provide communication and information from the members in **their** Unit/**Group** to the Executive Board;
  - xii. maintain daily contact with the members to provide on-going union awareness and education;
  - xiii. have the authority to select, in consultation with the membership in their own facility, Shop Stewards;
  - xiv. be responsible to notify members who the executive is for the term; and
  - xv. call regular meetings of the Stewards Committee and preside over these meetings.
- (j) The **Lead Shop Steward** shall:
- i. enforce the Collective Agreement;

- ii. facilitate two-way communication with their membership to share information and identify and address common issues on a monthly basis;
- iii. adhere to the grievance procedure and ensure copies **and meeting notes** of all grievances are submitted to the **Unit/Group Vice-President and Local office**;
- iv. represent members by attending meetings with the Employer at both the Management level and at Human Resources;
- v. provide communications and information from the members in the unit to the Executive **Unit/Group Vice-President and Local office**;
- vi. **be responsible for Unit/Group meeting notice, setting agenda, and informing the Table Officers and National Representatives of date and time of the Unit/Group meetings in conjunction with the Unit/Group Vice-President**;
- vii. maintain daily contact with the members to provide on-going union awareness and education;
- viii. if the office of the **Unit/Group Vice-President** for the same Unit as the Lead Shop Steward falls vacant, be Acting **Unit/Group Vice-President** until new **Unit/Group Vice-President** is elected through a by-election.

Shop Steward Duties:

- enforce the Collective Agreement;
- facilitate two-way communication with their membership to share information and identify and address common issues on a monthly basis;
- adhere to the grievance procedure and ensure copies of all grievances **and meeting notes** are submitted to the **Lead Shop Steward, and when not available to the Unit/Group Vice-President**;
- represent members by attending meetings with the Employer at both the Management level and at Human Resources;
- provide communications and information from the members in the unit to the **Unit/Group Vice-President**;
- maintain daily contact with the members to provide ongoing Union awareness and education.

## **SECTION 11 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS**

### **Nominations**

- (a) Nominations will be received at the general membership meeting held in the month of September.
- (b) Nominations will be accepted from members in attendance at the nomination meeting or from those members who have allowed their name to be filed in writing at the meeting, witnessed by another member.
- (c) To be eligible for nomination, the nominee must have been accepted into membership and continue to be a member in good standing.
- (d) A current officer may accept nomination for a new position but is not required to resign from their current position. If successful in the election, their resignation from their current position will take effect at that time. The office vacated shall be filled in accordance with the Local Union's bylaws regarding by-elections.
- (e) No member will be eligible for nomination if they are in arrears of dues and/or assessments **or not a member in good standing**.

### **Elections**

Members can only hold one (1) elected position in the Local that is eligible for an honorarium. Members can only collect one **honorarium** as listed in Section 15 – Executive Board – Honorarium.

### **Election Committee for Table Officer Positions**

- (a) At a membership meeting, at least two (2) months prior to Election Day, the President will, subject to the approval of the members present, appoint an Elections Committee consisting of a Chief Returning Officer and assistant(s). The committee will include members of the Local Union who are neither Officers nor candidates for office. The Elections Committee shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential. The National Representative assigned to the Local Union shall serve as an advisor to the committee when requested by the Local Union.
- (b) The Elections Committee will determine the form of the ballot (**electronic or paper**) and ensure that sufficient quantities are made available in good time to the Chief Returning Officer.
- (c) The Chief Returning Officer will be responsible for issuing, collecting, and counting ballots. The Chief Returning Officer must be fair and impartial and see that all arrangements are unquestionably democratic.

- (d) **Unless done by electronic ballot, voting** shall take place with voting stations at five (5) geographic areas within Winnipeg: North, South, East, West and downtown in November of each year.
- (e) A plurality of votes cast will be required before any candidate can be declared elected. As in the candidate with the most votes shall be declared elected.
- (f) Any member may request a recount of the votes for any election and a recount will 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 as set out in Section 6.
- (g) All election complaints by members will be submitted in writing to the Chief Returning Officer as soon as possible but in no circumstance will a complaint be valid if it is filed later than seven days after the election. The Chief Returning Officer in conjunction with the Elections Committee and the National Staff Representative will investigate the complaint and issue a ruling as soon as practical and report the ruling to the very next regular membership meeting.

#### Diversity **Vice-President** Positions

- (a) All members of Local 204 who self declare as a member of an equity-seeking group can be nominated **at the September meeting**.
- i. Diversity **Vice-President**  
Diversity **Vice-President** shall include diversity members of colour, members with disabilities, **LGBTQT2+**, **young** members, female members.
- ii. Diversity **Vice-President** – Indigenous  
Diversity **Vice-President** – Indigenous shall include an Indigenous (Aboriginal) person of North America with roots to one of the three distinct First Peoples designations recognized by the Constitution of Canada, i.e. First Nations, Inuit, Métis **or non-status**.
- (b) Only those members who **complete a self declaration form** as a member of an equity seeking group can cast a ballot for the Diversity Seat positions. **A caucus meeting shall be held for each seat in conjunction with the November General Membership meeting.**

#### Terms of Office

All Table Officer and Unit positions shall be elected as follows:

- President – approximately 3 years to 2020, then every 3 years thereafter;
- 1<sup>st</sup> Vice-President – approximately 3 years to 2020 – 1 year to 2021, then every 3 years thereafter;
- Treasurer – approximately 3 years to 2020 – 2 years to 2022, then every 3 years thereafter;

- 2<sup>nd</sup> Vice-President – approximately 3 years to 2020 – 2 years to 2022, then every 3 years thereafter;
- Recording Secretary – approximately 3 years to 2020 – 1 year to 2021, then every 3 years thereafter;
- Diversity seat – Indigenous – approximately 3 years to 2020 – 2 years to 2022, then every 3 years thereafter;
- Diversity seat – approximately 3 years to 2020 – 1 year to 2021, then every 3 years thereafter;
- Site/Unit/**Group** Vice-President – approximately 3 years to 2020, then every 3 years;
- Lead Stewards – approximately 3 years to 2020 – 2 years to 2022, then every 3 years;
- Trustees – see below.

The terms of office for Trustees shall be so that one serves for a period of three (3) years, one for two (2) years, and one for one (1) year, as laid down in Article B.2.4 of the CUPE National Constitution. Each year thereafter, the Local Union shall elect one (1) Trustee for a three-year period. No member who has been a signing Officer for the Local Union is eligible to run for Trustee, until at least one (1) full term of office has elapsed.

#### Unit Positions (Unit/**Group** Vice-Presidents, Lead Stewards)

- (a) Elected at Unit/**Group** membership meeting.
- (b) **For the Groups identified in Section 8, one (1) Unit/Group Vice-President will be elected for the group. The remaining Units (as per Section 1) shall have a Lead Shop Steward with the exception of the Unit from which the Unit/Group Vice-President is elected.**
- (c) Eligibility – candidate shall be a member in good standing at the time of the election and in the Unit for which the election is being held.
- (d) Voting rights – each member in good standing in the Unit is entitled to vote.
- (e)
  - i. Nominations shall take place at a Unit membership meeting in September;
  - ii. Elections shall take place at a Unit membership meeting in November.

#### Installation of Officers

- (a) All duly elected Officers shall be installed at the meeting following elections and shall continue in office for three (3) year(s) or until a successor has been elected and installed.
- (b) The Oath of Office to be read by the newly-elected Officers is:

*“I, \_\_\_\_\_, promise to perform the duties of my office, as set out in the Constitution and laws of the Canadian Union of Public Employees, faithfully and to the best of my ability for my term of office. As an Officer of the Union, I will always*



*promote the harmony and dignity of its sessions by counsel and example. I also promise to turn over all property of the Union to my successor at the end of my term.”*

### By-elections

Should an office fall vacant for any reason, the resulting by-election should be conducted as closely as possible. The term of office for any position filled through a by-election will be the term that the vacated position was initially elected to fulfill.

## **SECTION 12 – FEES, DUES AND ASSESSMENTS**

### (a) Initiation and Re-admission Fees

- i. Payment of initiation fees and re-admission fees is a tangible confirmation of the desire to become, or return as, a member of your Local Union and the Canadian Union of Public Employees. The Treasurer shall issue a receipt. If the application is rejected, the fee shall be returned.
- ii. 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) dollar which shall be in addition to monthly dues.
- iii. A member may return to membership in good standing by paying a re-admission fee of one dollar (\$1).

### (b) Monthly Dues

The monthly dues shall be the total amount 1.25% of regular wages.

- (c) Employees granted a leave of absence under the terms of the Union contract shall maintain full membership in the Union during their period of absence.

Dues will not be collected from employees on unpaid maternity leave, unpaid leave of absence, Employment Insurance (EI), or long-term disability (LTD). Dues will be collected from employees on paid leaves of absence such as income protection, Workers' Compensation, compassionate leave, Union leave.

### (d) Amending Monthly Dues

The regular monthly dues may be amended at a regular or special membership meeting. The vote must be by secret ballot. Notice of motion at least seven (7) days at a previous meeting or sixty (60) days in writing must be given.

(e) Assessments

Assessments may be levied in accordance with Article B.4.2 of the CUPE Constitution. Should the National Defence Fund fall below the levels as noted in the National Constitution and the automatic assessment is levied, the Local Union dues will be adjusted accordingly and shall remain in place at such time as prescribed by the National Constitution.

**SECTION 13 – NON-PAYMENT OF DUES AND ASSESSMENTS**

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 Treasurer. The Executive Board will report all suspensions to the next membership meeting. The member may return to membership in good standing by paying a re-admission fee and any other penalty set by the Local Union. The re-admission fee cannot be less than the initiation fee of the Local Union.

A member who has been unemployed or unable to work because of anything deemed as an acceptable absence under the Collective Agreement shall pay the re-admission fee but may not be required to pay arrears.

**SECTION 14 – EXPENDITURES AND BUDGETS**(a) Payment of Local Union Funds

Funds can only be spent for valid purposes of the Local Union under the following circumstances:

- when the expenditure is authorized by a budget;
- when the expenditure is approved by a majority of its members present and voting at a regular or special membership meeting; or
- when these bylaws approve the expenditure.

(b) Payment of Per Capita Tax and Affiliation Fees

Authorization to pay per capita tax to CUPE National, to CUPE Manitoba Provincial Division, or any labour organization the Local Union is affiliated with, is not required.

(c) Payment of Local Union Funds to Members or Causes Outside of CUPE

In the case of a grant or a contribution to a member(s) or a cause(s) outside of CUPE greater than one hundred dollars (\$100), a notice of motion must be made at a regular membership meeting and then approved at the following regular or special membership

meeting before the grant or contribution can be paid out. The approval meeting must be no earlier than seven days after the meeting where notice of motion has been given.

- (d) No Officer or member of Local 204 will be allowed to spend any Local Union funds without first having received authorization either from the membership, budget or these bylaws.

The Executive Board by a majority vote shall have the authority to spend up to \$2,500 (twenty-five hundred dollars) on expenditures not covered by the approved budget of Local 204. Such expenses shall be reported at the next General Membership meeting.

Any sums over \$2,500 require notice of motion and must be approved at a General Membership.

### Budgets

- (a) The budget year shall be July 1<sup>st</sup> to June 30<sup>th</sup>.
- (b) A budget shall be done yearly and be passed by the General Membership by June 30<sup>th</sup> of each year at a General Membership meeting.
- (c) The Treasurer shall draft a budget based on previous years budgets and expenditures to be presented to the Table Officers taking into account the goals, priorities and realities of the Local.
- (d) The Table Officers shall finalize the draft annual budget to be presented to the Executive Board taking into account the goals, priorities and realities of the Local.
- (e) The Executive Board shall finalize the draft annual budget to be presented to the General Membership taking into account the goals, priorities and realities of the Local.
- (f) Once the budget is passed by the General Membership, any change(s) to the budget requires a Notice of Motion and can only be voted upon at the next General Membership meeting or at a Special Meeting.
- (g) Any Notice of Motion must be discussed and debated at the next Executive meeting with a recommendation and rationale to the General Membership for approval.
- (h) The Table Officers in the event of unforeseen or emergent circumstances (e.g., sewage backup, equipment failure) shall be authorized to go over the approved budget line to ensure the operation of the Local 204 office. Such overages shall be reported to the Executive Board and the General Membership.

Committee Budgets

- (a) The Committees must submit a budget request to the Treasurer by January 31<sup>st</sup> each year, outlining the Committees' initiatives for the upcoming budget year and detailing the costs associated with those initiatives.
- (b) Budget submissions must list their initiatives in priority order so the Table Officers are aware of the committee's priorities when finalizing the budget.
- (c) There shall be no carry over of the approved budget from one budget year to the next.
- (d) Once the budget is passed by the General Membership, any change(s) to the initiatives must be submitted in writing to the Treasurer and requires approval of the Executive Board.

**SECTION 15 – EXECUTIVE BOARD – HONORARIUM**

All honoraria shall be paid monthly. Honoraria for Executive Members shall be paid **as follows:**

1 <sup>st</sup> Vice-President	<b>\$160</b> per month
2 <sup>nd</sup> Vice-President	<b>\$160</b> per month
Recording Secretary	<b>\$160</b> per month
Diversity Representatives	\$120 per month
Unit/ <b>Group</b> Vice-Presidents	\$120 per month ( <b>one (1) per Unit/Group</b> )
Lead Shop Steward	<b>\$80</b> per month <b>(1-699 members = one (1) Lead Shop Steward per Unit/Group; over 700 members one (1) additional Lead Shop Steward per Unit/Group)</b>
Trustees	\$75 per audit

**Full-time salaried Table Officers will not receive any honorarium. Honoraria will be prorated when a member serves for a partial term of office.**

**SECTION 16 – OUT-OF-POCKET EXPENSES/PER DIEMS**

- (a) Out-of-pocket expenses will be covered in accordance with the following per diem amounts:

As per CUPE Manitoba Policies and shall be amended accordingly:

- \$35 – In-city (**members must attend a minimum of five (5) hours per day to receive the daily per diem at any union function within Winnipeg**);
- \$75 – Extended day within the province;
- \$86 – Overnight.

As per CUPE National Policies and shall be amended accordingly:

- \$100 – Out of province;

(b) Child/Dependent and Elder Care Expenses

Any member who is on authorized Local 204 business shall be eligible for child care, dependent care, and/or elder care expenses where required. Upon proof of payment, claims shall be reimbursed to a maximum of the living wage for the area for each hour of care required.

- \$25 per half-day (4 hours) per child/dependent or elder;
- \$40 per full day (8 hours) per child/dependent or elder;
- \$50 per overnight per child/dependent or elder.

The child/dependent care expense is applicable only on a member's day off, vacation days or after regular working hours, and members must provide a receipt for child/dependent or elder care. It is understood that no one can claim this expense to attend their monthly Unit Membership or Unit Special Membership Meetings, unless out-of-city travel is required.

Claims will not be paid for a spouse, partner or a family member who normally provides care without charges. Claims will not be paid for periods of time where a member would normally have paid for care such as during normal hours of work at their job.

(c) Parking and Accommodations Costs

Parking and accommodation costs will be covered in accordance with the Local 204 Financial Policy.

(d) Mileage

**Fifty-four** cents (**\$0.54**) per kilometre, as per CUPE National Policies and shall be amended accordingly.

**SECTION 17 – DELEGATES TO CONFERENCES, CONVENTIONS AND EDUCATIONALS**

Delegates to Conferences, Conventions and Educationals

- (a) All delegates to conventions, conferences, and schools or courses (educational) shall be chosen by the Executive Board, as equitably as possible, from all facilities/units. Selection shall be subject to Table Officers' **approval** and Budget allocations. **Preference shall be given to the Table Officers and then the Executive Board.**

- (b) **Unit/Group** Vice-Presidents will be consulted and provided with reasonable opportunities to suggest delegates to conventions, conferences and educationals, prior to decisions by the Executive Board.
- (c) Members from all units will be encouraged and financially supported to attend educationals, on an equitable basis, subject to budget allocations.
- (d) Expenses covered for members attending a function on behalf of the Local may include: registration costs, per diem allowance, travel costs, accommodations, child/dependent care expenses, and elder care expenses. These expenses shall be covered in accordance with the Local's bylaws and policies. Delegates will also receive an amount equal to loss of salary incurred by attendance at these functions.
- (e) All delegates chosen by the Local to attend any functions held outside **the City of Winnipeg** shall be paid transportation expenses (mileage/air fare, whichever is less). If taking their own vehicle, car pooling is expected whenever possible.
- (f) The Local Union will reimburse the member's employer for any loss of wages for regularly scheduled shifts, in accordance with the Collective Agreement. Where the member was scheduled to work additional/casual pickup shifts and a function is subsequently scheduled, the Local Union will pay for the lost wages.
- (g) Local 204 encourages the participation of all equity-seeking groups in their delegations to conventions, conferences, and educationals.

## **SECTION 18 – COMMITTEES**

### (a) Special Committees

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

### (b) Negotiating Committee

Local 204 will participate and negotiate at a central bargaining table (Provincial Health Care Council [PHCC] or any other central table formed as a result of the health care restructuring).

A "local" bargaining committee will be established at least six (6) months prior to the expiry of the Local Union's collective agreement and automatically disbanded when a new collective agreement has been signed. The function of the committee is to prepare collective bargaining proposals to be submitted to the PHCC. The committee shall

consist of twenty-two (22) members, all elected at a membership meeting. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

Should the PHCC be disbanded, a Local bargaining committee will be established at least one (1) year prior to the expiry of the Local Union's collective agreement and automatically disbanded when a new collective agreement has been signed. The function of the committee is to prepare collective bargaining proposals and to negotiate a collective agreement. The committee shall consist of the Executive Board of Local 204. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

All members of Local 204's negotiating committee shall attend Level 1 and Level 2 of CUPE's collective bargaining educational.

(c) Permanent Committees

The Chairperson of each permanent committee will be elected by the members at a membership meeting. Permanent committees will have a term of two (2) years. The Chairperson and the Executive Board may, with the approval of the membership, jointly appoint other members to serve on a committee. Committees will provide written reports to each regular membership meeting. The Vice-President shall be a member, ex-officio, of each committee.

i. Bylaws Committee

This committee will:

- review the bylaws annually and make recommendations to the Executive Board on proposed amendments;
- review any proposed amendments received from the Executive Board or membership of the Local Union to ensure that the amendments will conform to the remainder of the bylaws and the CUPE National Constitution;
- ensure that the Local Union's bylaws are written in clear language, ensuring that clear language does not change the intent or meaning of the bylaws.

The committee members will be the elected chairperson and nine (9) members. The committee shall appoint its secretary from among its members. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted during the review process.

**(d) CUPE Manitoba Committees**

**A call will be sent to the general membership for interested parties to sit as the delegate for Local 204 on the CUPE Manitoba standing committees. The Table Officers will appoint members to be the delegates to each committee. Other than the Human Rights Committee and the Indigenous Council as those delegates will be the respective DVP's from Local 204.**

**SECTION 19 – 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 the CUPE National Constitution.

**SECTION 20 – REAL ESTATE**

The Local shall hold title to any real estate of the Local in trust for the Local. They shall have no right to sell, convey, or encumber any real estate without first submitting the proposition to a Special General Meeting and obtaining approval.

**SECTION 21 – RULES OF ORDER**

All meetings of the Local Union will 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 “C”. 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 “C” to these bylaws, the CUPE National Constitution may provide guidance, but, if the situation is not dealt with there, *Bourinot's Rules of Order* shall be consulted and applied.

**SECTION 22 – AMENDMENTS****(a) CUPE Constitution**

These bylaws are always subordinate to the CUPE Constitution (including Appendix “B”) as it now exists or may be amended from time to time, and in the event of any conflict between these bylaws and the CUPE Constitution, the latter shall govern. The National President has the sole authority to interpret the CUPE Constitution.



(b) Additional Bylaws

A Local Union can amend or add to its bylaws only if:

- i. the amended or additional bylaws do not conflict with the CUPE Constitution;
- ii. the amended or additional bylaws are approved by majority vote at a regular membership meeting or at a special membership meeting called for that purpose; and
- iii. notice of the intention to propose the amended or additional bylaws was given at least seven (7) days before at a previous membership meeting or sixty (60) days before in writing.

(c) Effective Date of Amended or Additional Bylaws

The amended or additional bylaws do not come into effect until they have been approved in writing by the National President. The National President will decide whether to approve the amended or additional bylaws within ninety (90) days of receiving them and will withhold approval only where they conflict with the CUPE Constitution.

**SECTION 23 – GRIEVANCE APPEAL PROCESS**

The Executive Board shall have the final authority regarding whether or not grievances will be filed, proceeded with or submitted to arbitration.

Grievors have the right to make representation to the Executive Board prior to a decision being made.

The Executive Board will review the grievance(s), including any grievance assessment reports or legal opinions obtained. If the grievor has indicated they wish to appeal, the Executive Board will receive the grievor's point of view either in person or in writing.

The decision of the Executive Board shall be final.

**SECTION 24 – INTERPRETATION AND DEFINITIONS**

- (a) 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 bylaws.
- (b) “National” shall mean the Canadian Union of Public Employees, with headquarters in the City of Ottawa, Ontario.
- (c) “Constitution” shall mean the CUPE National Constitution.

- (d) “Local” shall mean the Canadian Union of Public Employees, Local 204.
- (e) “Bylaws” shall mean the rules governing the Local.
- (f) “Units” shall mean the members working in the facilities as listed in the NAME section.
- (g) “Living Wage” shall mean the amount of income needed to meet the basic needs, to maintain a safe, decent standard of living in their communities, and to save for future needs and goals. The figure is typically based on the Statics Canada pre-tax Low Income Cut-Off (LICO). The living wage for your area can be acquired by contacting a municipal or provincial social service agency.
- (h) “CUPE” shall mean the Canadian Union of Public Employees.

#### **SECTION 25 – PRINTING AND DISTRIBUTION OF BYLAWS**

Members will receive a copy of Local 204 bylaws, either in paper format or electronically when requested. Members requesting a copy of these bylaws will be provided a copy in either French or English as requested. Members with special needs may request a copy of the bylaws in larger font.

#### **SECTION 26 – GOOD OF THE UNION GIFTS**

The Local may provide support or recognition to members, for the Good of the Union, by way of a card. The Unit/**Group** Vice-President will be responsible for identifying such members within their unit.

**APPENDIX “A”****CUPE NATIONAL EQUALITY STATEMENT**

*Should the CUPE National Equality Statement be amended at National Convention, this Equality Statement will be amended accordingly.*

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.

## APPENDIX “B”

### CODE OF CONDUCT

*Should the CUPE National Code of Conduct be amended at National Convention, this Code of Conduct will be amended accordingly.*

Local 204 is committed to ensuring that all of its meetings and activities are safe environments where members are encouraged to speak. Existing members are encouraged to welcome, mentor and support new members and equity-seeking members.

Local 204 strives to promote core values which include the principles of solidarity, equality, democracy, integrity, and respect. We are committed to mobilizing our energy and skills to work together to promote these values and to attain these goals in our union, our communities, and globally.

Local 204 is committed to creating a union which is inclusive, welcoming, and free from harassment, discrimination and all types of bullying and intimidation. Local 204 needs to ensure that it provides a safe environment for members, staff and elected officers to carry out our work. Local 204 expects that mutual respect, understanding and cooperation will be the basis of all our interaction.

This Code of Conduct for Local 204 sets out standards of behaviour for members at meetings, and all other events organized by Local 204. It is consistent with the expectations outlined in the Equality Statement, CUPE National Constitution and these bylaws. It does not apply to complaints arising in the workplace, as those are dealt with through the grievance procedure and/or the applicable workplace harassment policy.

As members of Local 204 we commit to one another and to the union to be governed by the principles of the Code of Conduct and agree to:

- abide by the provisions of the Equality Statement;
- respect the views of others, even when we disagree;
- recognize and value individual differences;
- communicate openly;
- support and encourage each other;
- make sure that we do not harass or discriminate against each other;
- commit to not engaging in offensive comment or conduct;
- make sure that we do not act in ways that are aggressive, bullying, or intimidating; and
- take responsibility for not engaging in inappropriate behaviour due to abuse of alcohol or other drugs while participating in union activities, including social events.

Harassment is objectionable behaviour which may include actions, language, gestures, and/or written material, and which the harasser knows or ought reasonably to know is abusive and unwelcome. Bullying is a form of harassment which is serious ongoing behaviour which targets

an individual or group and which threatens that person or persons' mental and/or physical well-being.

A complaint regarding this Code of Conduct will be handled as follows:

1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code, by asking the person to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.
2. Once a complaint is received, a designated Officer of the Local Union will work to seek a resolution.
3. If this fails to resolve the matter, the designated Officer of the Local Union shall report the matter to the person in charge, who shall determine whether there is need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses.

This Code of Conduct is designed to create a safe, respectful and supportive environment within CUPE. It is meant to enhance the rights and obligations outlined in the Bylaws of Local 204, the CUPE National Constitution, the Equality Statement, and applicable human rights legislation, not replace them.

This Code of Conduct does not replace a member's right to access the trial provisions of the CUPE National Constitution.

**APPENDIX “C”****RULES OF ORDER**

1. The President will be the Chairperson at all membership meetings. In the absence of the President, the Vice-President will be the Chairperson at the membership meeting. In the absence of the President and Vice-President, the Recording Secretary will be the Chairperson at the membership meeting. In the absence of the President, Vice-President and Recording Secretary, members at the membership meeting will select a Chairperson by majority vote. Quorum rules must be met.
2. 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.
3. 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.
4. The Chairperson will state every motion presented at a membership meeting before allowing debate on the motion. Before putting a motion to a vote, the Chairperson will ask: “Is the Local ready for the motion?” If no member rises to speak, the motion will be voted upon.
5. A motion must be moved and seconded. The mover and seconder must rise and be recognized by the Chairperson.
6. 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.
7. 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.
8. On motion, the regular order of business at a membership meeting may be suspended where two-thirds of those present vote to do so. The regular order of business should only be suspended to deal with urgent business.
9. Motions other than those named in Rule 19, 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.
10. At the request of a member, and upon a majority vote, a motion which contains more than one action or issue can be divided.

11. 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.
12. 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.
13. The Chairperson will keep a speakers list and in all cases will determine the order of speakers including those circumstances where two or more members rise to speak at the same time.
14. 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.
15. 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.
16. Religious discussion of any kind is not permitted.
17. 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 #1.
18. 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.
19. When a motion is before the members, no other motion is in order except a motion to (a) adjourn; (b) put the previous question; (c) lay on the table; (d) postpone for a definite time; (e) refer; or (f) divide or amend. These six motions shall have precedence in the order indicated. Motions (a) through (c) shall be decided without debate.
20. 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.
21. A motion to adjourn is in order except when a member is speaking or when members are voting.

22. 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.
23. 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.
24. 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 reasons 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.
25. At a membership meeting where a question has been decided any two members who voted with the majority can give notice of a motion to reconsider a decision of the membership at the next membership meeting. The motion to reconsider requires the support of a two-thirds majority of members who vote. If two-thirds ( $\frac{2}{3}$ ) majority of members support reconsideration, the question will be placed in front of the membership for debate and a subsequent vote.
26. 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.
27. 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.

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**APPENDIX “D”**  
**FINANCIAL POLICIES**

See attached.

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