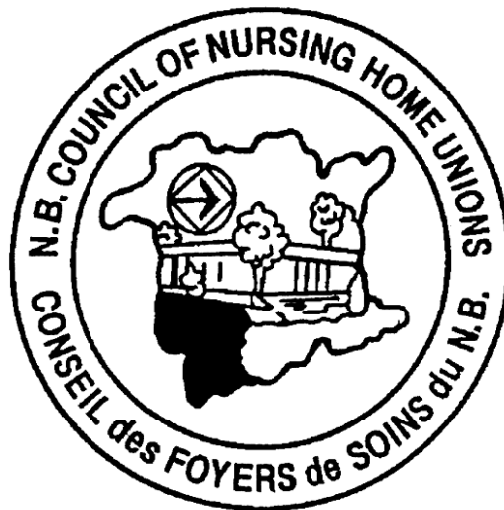


# By-Laws

New Brunswick Council of Nursing Home Unions



2018



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# **BY-LAWS**

## **NEW BRUNSWICK COUNCIL OF NURSING HOME UNIONS**

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### **ARTICLE 1 – NAME**

1. This Council chartered by the Canadian Union of Public Employees shall be known as the Canadian Union of Public Employees, New Brunswick Council of Nursing Home Unions and shall be subject to the constitution of the Canadian Union of Public Employees. It shall consist of all Nursing Home Locals in the province of New Brunswick.

### **ARTICLE 2 – OBJECTIVES**

1. The objectives and aims of this Council are:
  - a) To seek and maintain certification as bargaining agent for employees of all nursing homes affiliated to the council.
  - b) To negotiate a province-wide agreement with the New Brunswick Nursing Homes and to co-ordinate a collective bargaining program.
  - c) To assist in the organizing of unorganized Nursing Homes for their protection and advancement.
  - d) To promote brotherhood among its Locals and members.
  - e) To encourage affiliation and full participation by its affiliates in CUPE District Councils, CUPE New Brunswick, Labour Councils and N. B. Federation of Labour.
  - f) To assist in processing grievances on behalf of the local unions.
  - g) To speak out on issues important to all local unions and assist them in whatever ways possible, upon the request of the local union(s).
  - h) To negotiate a collective agreement in a timely manner.
  - i) To promote continuing union education.

### **ARTICLE 3 – POWERS**

1. When and if the Council becomes defunct, its funds and property shall revert to the Canadian Union of Public Employees.
2. The National President, National secretary-treasurer and the National Executive Board shall have the same power over this Council as over chartered local unions in accordance with the terms of the Canadian Union of Public Employees' Constitution.

3. The Council may affiliate to the New Brunswick Federation of Labour, CUPE New Brunswick, any C.L.C. Labour Council or CUPE District Council.
4. The By-Laws of this Council may from time to time be amended or updated and shall be adhered to by the Council's executive at all time.

#### **ARTICLE 4 – MEMBERSHIP**

1. Membership in this Council shall be all Nursing Home Local Unions in the Province of New Brunswick chartered by the Canadian Union of Public Employees. All affiliated local unions must abide by the constitution and by-laws of the Canadian Union of Public Employees and the Council.
- 2 This Council shall not be dissolved while there are more than 50 per cent of the Nursing Home Local Unions desirous of maintaining affiliation.

#### **ARTICLE 5 – REPRESENTATION**

1. Each paid up affiliated local based on Article 6.1a), shall be entitled to send delegates to all regular and special meetings of the Council. All delegates must be a member of the Local they represent. Delegate entitlement shall be as follows:

Locals with up to 100 members shall be entitled to three (3) delegates. Locals with 101 to 200 members shall be entitled to five (5) delegates. Locals with 201 or more members shall be entitled to six (6) delegates. Alternate delegates may be appointed or elected by the Local Union, and such alternate delegates shall be allowed voice and vote in the absence of the delegates elected by the local union.

Alternate delegates must present a written notice from the Local Union they represent, showing that they are representing said Local and voting in the absence of the regular delegate whose name shall be indicated.

2. The president, vice-president, 2<sup>nd</sup> vice-president, recording-secretary, secretary-treasurer who are fully accredited delegates to the annual meeting, with voice and vote, shall be eligible to stand office in accordance with Article 7.3.
3. National Executive Board members, Provincial Division Officers and staff representatives may attend Council meetings, with voice but without vote.

#### **ARTICLE 6 – MEMBERSHIP FEE**

1. (a) Each affiliated local shall, starting September 1, 2008 pay a per capita tax of three (3.00\$) per member per month based on the current seniority list. Per capita shall be paid on February 15<sup>th</sup>, covering the months of January to April, June 15<sup>th</sup>, covering the months of May to August, and October 15<sup>th</sup>, covering the months of September to December. Payments shall be made and forwarded to the secretary-treasurer of the Council accompanied by a copy of the current seniority list. Cheques shall be made payable to the New Brunswick Council of Nursing Home Unions.

- (b) Each newly certified local shall be considered to be affiliated and to have all rights under article 5.1 above, without being required to pay any per capita for the period from certification until six (6) months after their first collective agreement. Affiliation fees as set out in Article 6.1(a) shall be paid from the seventh (7th) month after the signing of the first agreement.
- 2. All monies collected by the secretary-treasurer for per capita payment or from any other source, shall remain in the property of the Council until properly expended. Any affiliate ceasing to be an active member shall forfeit all rights, title and interest, in and to, the property of this Council, or any part thereof.
- 3. (a) **Education Fund** - The Council shall establish an Education Fund and monies including those received under the applicable article of the Collective Agreements shall be placed in a separately administered account. The fund shall be to promote education of the Council, the affiliated locals and its members, and to establish local and provincial labour education programs, which will be accessible and beneficial to all Nursing Homes, CUPE members. The fund shall be administered in accordance with the Terms of Reference attached hereto as Schedule "A" and shall form part of these By-laws.
- (b) **Negotiation Fund** – The Council shall establish a Negotiation Fund and monies received shall be placed in a separately administered account. The fund shall be used to negotiate a new collective agreement to affiliated locals of the Council. The fund shall be administered in accordance with the Terms of Reference attached hereto as Schedule "A" and shall form part of these By-Laws.

## **ARTICLE 7 – OFFICERS AND ELECTIONS**

- 1. The officers of this Council shall consist of a president, vice-president, 2<sup>nd</sup> vice-president, recording-secretary and secretary-treasurer and shall constitute the Executive Committee of the Council.
- 2. There shall be not more than two (2) members of the Executive Committee from the same Local Union.
- 3. All candidates for office in the Council must be fully accredited delegates to the Council, and must comply with the provisions of the CUPE Constitution regarding eligibility to stand for and continue in office.
- 4. Nominations and elections shall take place at the annual meeting of the Council and the installation of the officers shall take place at that meeting. No delegate may be nominated for office in this Council unless he or she is present at the nomination and election meeting or unless his or her proposer has the nominee's official consent in writing.
- 5. Election of officers shall be by secret ballot and the presiding officer will appoint a returning officer and scrutineers to count the ballots.
- 6. In the event of a vacancy in any office, the Executive of the Council shall select a member from among the locals to fill the vacancy until an election can be held for the vacant office. In the event of a vacancy in the office of president, the vice-president shall perform the duties of the president until a successor is elected at the next annual meeting.

7. Any candidate for office may appeal for a recount of votes for whichever office he or she was a candidate providing that a request be made at the time of the election meeting.

## **ARTICLE 8 – DUTIES OF OFFICERS**

### **1. President**

- It shall be the duty of the President to preside at all meetings of this Council, preserve order and decorum and enforce the Constitution and By-laws of the Council and the Canadian Union of Public Employees.
- Special meetings shall be held when deemed advisable and called by the president or by written petition by 10 delegates representing five or more affiliated Local Unions.
- He shall be the spokesman for all delegations representing this Council, unless some other member is appointed by him to take his place.
- He shall perform such other duties as are required of him by the Executive Board and the delegates.
- He shall approve and sign all vouchers and cheques except those relating to his own expenses.
- He shall sign all official documents and he shall be one of the signing officers for the disbursement of funds.
- He shall be an ex-officio member of all committees.
- He shall work closely with the representative of the Canadian Union of Public Employees assigned to service his Council, and also with the Regional Office of the Canadian Union of Public Employees.
- The President shall seek consent of the Executive members before attending any meeting or convention other than the N. B. Council of Nursing Home Unions.
- The position of President is for a term of two years (even years).

### **2. Vice-President**

- It shall be the duty of the vice-president to assist the president in the discharge of his official duties and in the absence of the president, the vice-president shall discharge the duties of the president.
- He shall keep a record of all members present at all meetings of the Council.
- In the absence of the president or secretary-treasurer, he shall be one of the signing officers for the disbursement of funds.
- He shall also approve and, sign all vouchers and cheques for any expenses submitted by the president together with the secretary- treasurer.
- He shall also approve and sign all vouchers and cheques for any expenses submitted by the secretary-treasurer together with the president.
- The position of vice-president is for a term of two (2) years (odd years).

### **3. 2<sup>nd</sup> Vice-president**

- It shall be the duty of the 2nd vice-president to assist the president and vice president in the discharge of his official duties.
- In the absence of the president or vice-president, the 2nd vice-president shall discharge the duties of the president or vice-president.
- The 2nd vice-president shall assist the recording secretary in any communication of the New Brunswick Council of Nursing Home Unions.

- He/she shall perform such other duties as are required of him/her by the Executive Board.
- The 2nd vice-president shall at the end of his/her term of office turn over to his/her successor all properties and assets including books and records belonging to the Council.
- The position of 2nd vice-president is for a term of two (2) years (even years) and shall be bilingual.

#### **4. Recording-Secretary**

- The recording-secretary shall be empowered to acquire the services of a clerical person to help with the workload of the Council during each Convention and perform such other duties, as the president shall from time to time determine.
- The recording-secretary shall keep up to date the website.
- The recording-secretary shall keep correct, full and impartial minutes of each meeting of the Council and all meetings of the Executive Committee. Minutes of all regular, special and executive committee meetings shall be forwarded to the recording-secretary of each affiliated local union as per Article 8.4 of the Bylaws.
- The recording-secretary shall at the end of his or her term of office turn over to his/her successor all properties and assets including books and records belonging to the Council.
- The position of recording-secretary is for a term of two (2) years (even years).

#### **5. Secretary-Treasurer**

- The secretary-treasurer shall maintain all financial records of the council.
- He/she receives all monies payable to council and issues receipts upon request.
- He/she shall deposit promptly all monies in a bank or credit union as approved by the executive.
- He/she shall make payments as authorized either by these By-Laws, or by a motion at the Annual Convention, or at an Executive Meeting. No signing officer shall pre-sign any blank cheque.
- Shall not make payments unless such payment is authorized either by these By-Laws, or by a motion at the Annual Convention, or at an Executive Meeting.
- Prior to the issuing of any cheque for payment, the secretary-treasurer shall receive either a voucher or invoice stating what the payment is for. All vouchers shall be accompanied by receipts when applicable.
- The secretary-treasurer shall enter the cheque number and date on each voucher or invoice when making payment. Cheques shall be issued in numerical order.
- All cheques shall be made payable to the person or organization providing the service or product. No cheque shall be issued to "Cash".
- Shall make a financial report to the Council yearly.
- The secretary-treasurer shall submit his books and records half yearly to the Trustees for audit and shall furnish the Trustees with a letter from the bank and/or Credit Union where the funds of the Council are deposited, attesting to the amount to the credit of the Council at such Bank and/or Credit Union.
- At the end of his term of office, the secretary-treasurer shall turn over to his successor all properties and assets, including funds, books, and records belonging to the Council.
- Shall be properly bonded with a faithful performance of duty bond, which shall not be less than \$5,000.00, through the master bond held by the National Union. Any secretary-treasurer, who cannot qualify for a bond, shall immediately be disqualified from this office and the Council shall proceed with the election of another secretary-treasurer.
- The position of secretary-treasurer is for a two year term (odd years).
- The secretary-treasurer is authorized up to three (3) days at 7.5 hours pay at regular rate

per month for union leave to do the work of the Council, with more time if needed on approval of the president.

6. **Executive Officers** – The Executive Officers shall in general assist the President in the performance of his duties and perform such other duties, as the President shall from time to time determine.
7. **Executive Board** – The president, vice-president, 2<sup>nd</sup> vice-president, recording-secretary and the secretary-treasurer of the Council shall constitute the Executive Board of the Council.
8. **Trustees**
  - There shall be three (3) trustees elected. Initially the trustee receiving the largest number of votes shall be elected for three (3) years, the trustee receiving the second largest vote 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 election year as the term for which such trustee was elected expires and succeeding trustees shall be elected for three (3) years. The retiring trustee shall be eligible for re-election.
  - The trustees shall audit the books of the secretary-treasurer and shall exercise general supervision over the property of the Council.
  - The trustees shall examine the books and records of the secretary-treasurer at least half yearly (every six (6) months), and shall report to the next regular meeting of the Council following the end of each half year on the condition of the funds in the Council. A copy of such report shall be submitted to the National secretary-treasurer.
9. The National President, National secretary-treasurer, National Executive Board, or a staff member delegated by the Canadian Union shall have the power to examine all books and records of the Council and the general conduct of the Council.
10. **Membership Officer** – Shall guard the inner door at the Council meetings and admit no one but members in good standing or officers and officials of CUPE, except by order of the President and by consent of the members present; assist in maintaining the record of membership in attendance at the meetings; perform such other duties as may be assigned by the Board from time to time. The term for the position of membership officer is of one (1) year.

## **ARTICLE 9 – MEETINGS**

1. The regular meeting of the Council shall be held each year for two days. Time and place of meetings are subject to change by Executive Committee. Special meetings shall be held when deemed advisable by the President or on written petition from ten (10) delegates representing five (5) or more affiliated Local Unions. The Executive Committee shall meet at least twice a year.
2. A quorum shall consist of ten (10) eligible delegates for all regular and special meetings of this Council and shall at least represent five (5) or more of the affiliated Local Unions. This quorum must also include at least two of the Council's officers.
3. Registration fee for delegates attending annual meeting will be **\$75.00** per delegate.



## **ARTICLE 10 – COMMITTEES**

1. (a) **Negotiating Committee** – shall consist of five (5) members, not more than two (2) may be elected from any one (1) local. The Negotiating Committee shall consist of: president, vice-president, 2<sup>nd</sup> vice-president, recording-secretary, secretary-treasurer. The Coordinator is allowed to sit with the Negotiating Committee and speak on our behalf at all times.
- (b) **Education Committee** – shall consist of three (3) delegates elected at large as follows: three (3) years, two (2) years, one (1) year term, and one (1) alternate delegate. In the event of a vacancy, the alternate will replace and finish out the term of the vacant position
- (c) **By-Laws Committee** – shall consist of three (3) delegates elected at large as follows: three (3) years, two (2) years, one (1) year term, and one (1) alternate delegate. In the event of a vacancy, the alternate will replace and finish out the term of the vacant position.
- (d) **Pension Trustees** – shall consist of three (3) trustees elected at large as follows: three (3) years, two (2) years and one (1) year term plus one (1) alternate trustee for a term of three (3) years, who shall replace any trustee during absences. In the event that a trustee's positions becomes vacant, the alternate will replace and finish the term of the vacant position.
- (e) **Women's Committee** – shall consist of three (3) delegates elected at large as follows: three (3) years, two (2) years, one (1) year term, and one (1) alternate delegate. The committee shall meet for two (2) days once a year. In the event of a vacancy, the alternate will replace and finish out the term of the vacant position
- (f) **LPN Committee** – shall consist of three members elected at large as follows: three (3) years, two (2) years, one (1) year and one (1) alternate delegate. In the event of a vacancy, the alternate will replace and finish out the term of the vacant position
- (g) **Special Committee** – A special committee may be established for a specified purpose and period by the delegates at a meeting. The members shall be elected at the same or another delegate meeting or may, by specific authorization of the delegates, be appointed by the President or the Executive Committee. Two members of the Executive Committee may sit on any special committee as ex-officio members.
- (h) **Job Evaluation Committee** - The committee shall consist of two (2) members, one (1) member elected at large for a three (3) year term which shall be bilingual and one (1) member from the executive appointed by the executive.
- (i) **Health & Safety Committee** – shall consist of three (3) delegates elected at large as follows: three (3) years, two (2) years, one (1) year term and one (1) alternate delegate. In the event of a vacancy, the alternate will replace and finish out the term of the vacant position

All committees shall present regular reports to the meetings of this Council along with any appropriate recommendations.

No expenditures by any Committee shall be incurred unless same has been approved by the Executive Committee of the Council. Between Council meetings, the President and Secretary-

Treasurer shall jointly approve and be held accountable for all expenditures.

#### **ARTICLE 11 – AMENDMENTS TO THE CONSTITUTION**

1. This Constitution can be amended or altered only at a regular meeting of the Council; and to do so, it shall require two-thirds of the votes of the delegates present and voting.

#### **ARTICLE 12 – OBLIGATIONS (DELEGATES & OFFICERS)**

1. I, \_\_\_\_\_, sincerely promise and declare I will be faithful to the duties devolving upon me as a delegate to this Council. That I will attend all meetings of this Council if possible and work at all times for the interest of this Council and the Canadian Union of Public Employees.
2. I, \_\_\_\_\_, do most sincerely promise that I will truly and faithfully, to the best of my ability, perform the duties of my office, for the ensuing term, as prescribed in the Constitution and By-laws of the Canadian Union of Public Employees and as an officer of this Council, will at all times endeavour, both by counsel and example, to promote the harmony and preserve the dignity of its sessions.

I further promise that at the close of my official term, I will promptly deliver all monies, books, papers, or other property of this Council in my possession to my duly elected successor in office.

#### **ARTICLE 13 – POLICY**

1. In all matters not regulated, Baronet's Rules of Order shall govern.
2. **Expenses**
  - (a) When a member is required to work on behalf of the Council on a working day, the Council shall reimburse the local or the employer for lost wages and benefits in accordance with the collective agreement.
  - (b) When a member is required to work on behalf of the Council on a day off, he or she shall receive a per diem of \$150.00 (one hundred and fifty dollars). If the member wishes to take an alternate day off, the local or the employer (with the employer's voucher) will be reimbursed in accordance with the collective agreement.
  - (c) All expenses of Executive Board members to attend the Annual Meeting shall be paid by the Council.
  - (d) Council will pay salary, mileage, meals and motel, if necessary, to members of committees to attend the meetings before the Convention and the two (2) days of the Convention to be paid by the Local. If not a delegate, the Council will pay if the member is needed for the Convention.
  - (e) When any requests for donations are received by the Council between Annual Meetings, the Executive Committee shall determine if any donation will be given, and shall be allowed to donate up to a maximum of two hundred (\$200.00) dollars, in response to any such requests. When any donations are collected during any Annual Meeting and a

request is made for the Council to match the amount, the Council will match any donations only to a maximum total of two hundred (\$200.00) dollars.

### 3. **Transportation**

- a) When traveling by car, the rate per kilometer will be the same as CUPE National's rate. When traveling by bus by train or by plane, transportation shall be paid according to receipts provided, when traveling outside of NB by car he/she will receive the amount equivalent, and not exceeding the regular price of an economy ticket of the above-mentioned alternate transportation.
- b) A member working on behalf of the Council shall be able to return to his home by 8:00 p.m. (between the 15<sup>th</sup> of October and the 30<sup>th</sup> of April) and by 10:00 p.m. (between the 1<sup>st</sup> of May and the 14<sup>th</sup> of October). The Council will pay all expenses incurred by any member who is not able to reach his home by those times in accordance with Article 13 of the Council's By-Laws.
- c) Council will pay one (1) night accommodation, when a committee member is required to travel 300 km. or more, one way, to prepare the committee's annual report. If a committee member travels less than 300 km, one way, article 13 (3) (b) shall apply.

### 4. **Meals Allowance**

- a) in province as per CUPE New Brunswick rate
- b) Out of province as per CUPE National's rate

5. **Motels** – Motels are paid according to receipts, but motels shall not be paid for anyone who lives within a distance of 40 kilometers from the meeting place.
6. **Telephone calls** – All delegates required to work away from home on behalf of the Council will be allowed a maximum of ten (10) minutes per day for personal phone calls to be paid by the Council.
7. **Childcare expenses** - Anyone incurring childcare expenses while working for the Council shall be reimbursed up to \$35.00 per day and will be allowed subject to such expenses actually being incurred for children from 14 years and under, or a child with a physical or mental disability
8. **All Delegates and Officers** must have prior permission from the President before undertaking any duties on behalf of the Council. The expenses incurred to implement these duties shall be reimbursed by the Council.
9. **Out of Pocket Expenses** - The president and the secretary-treasurer shall be given twelve hundred (\$1,200) each year to cover out of pocket expenses. The vice-president, 2<sup>nd</sup> vice-president and recording-secretary shall be given one thousand (\$1,000) each year to cover out of pocket expenses.

## **ARTICLE 14 – NOTICE OF MEETING**

1. a) **Correspondence** to be sent to all committee members advising them of the Council meeting and when to appear.

- b) Members of each committee shall receive a copy, 30 days prior to their committee meeting, of the revised document relevant to their committee
2. **The Secretary Treasurer** shall notify all affiliated Local Unions, ninety (90) days prior to the regular meeting. Local Unions shall submit the names of the delegates to the secretary treasurer of the Council, thirty (30) days prior to the annual meeting of the Council.
  3. **Affiliated Local Unions** wishing to submit any matter that is deemed in the interest of the affiliated, or in the interest of the nursing home employees generally, may submit such matter in writing to the **recording-secretary** of the Council. Delegates may not submit policy motions of which notice has not been given, without the express authority of their local union.

## **ARTICLE 15 – ORDER OF BUSINESS**

1. Obligation of Delegates
2. Roll Call of Officers
3. Equality Statement
4. Reading of Minutes of Previous Meetings
5. Matters Arising Out of Minutes
6. Executive Officers Report
7. Correspondence
8. Treasurer's Report
9. Report of Committees
10. Report of Special Committees
11. Trustees Report
12. Reports of Affiliates
13. Unfinished Business
14. New Business
15. Good & Welfare
16. Nominations and Elections
17. Adjournment

## SCHEDULE "A"

### TERMS OF REFERENCE

#### EDUCATION FUND AND NEGOTIATION FUND

1. The funds shall be known as the New Brunswick Council of Nursing Home Unions Education Fund and New Brunswick Council of Nursing Home Unions Negotiation Fund
2. The Monies received shall be divided equally and deposited into the appropriate account "Education Fund" and "NBCNHU Negotiation fund". Administration cost, shall be cost shared at, one-quarter from the Education Fund, one-quarter from the Negotiation Fund and one-half from the General Fund.
3. The signing officers for the Fund shall be the President and secretary-treasurer of the Council. No expenditures for education courses or seminars shall be made from the Fund unless authorized by vouchers approved by the CUPE Education Representative for the Maritimes Region and accompanied by proper receipts.
4. The secretary-treasurer and the CUPE Education Representative shall prepare a detailed report of the previous year's education activities and submit such report to the Council at their annual convention.
5. The Trustees of the Council shall audit the books of the Education Fund twice a year prior to the Council's annual convention and shall give the convention a full report of all revenues and expenditures of the Fund.
6. The Education Committee shall prepare, in conjunction with the CUPE Education Representative and the secretary-treasurer, each year, a budget and an education program for the commencing year and shall submit these to the annual convention of the Council for their approval.
7. The Education Committee shall meet once a year.

## **SCHEDULE "B"**

### **Ratification Process**

1. The provincial negotiating committee will call the Presidents to inform them that we have reached a Tentative Agreement and give the date, time, and location of the Special Provincial meeting to explain the Tentative Agreement with simultaneous translation.
2. All locals shall hold a special meeting as soon as possible where a member of the Negotiating Committee and a National Representative if possible shall explain the Tentative Agreement to the members of the local at a time set by the Negotiating Committee.
3. The vote shall take place immediately following the explanation of the Tentative Agreement.
4. The vote shall be conducted by Secret Ballot on the specified date. The ballots for each local shall be placed in a sealed envelope and signed by two (2) members of the local. The ballots will be counted by the local on a date to be determined by the Negotiating Committee and the results must be phoned into the Secretary-treasurer before 4 p.m. on the same day. A written confirmation of the results must be forwarded to the Secretary-treasurer.
5. In the event of a strike, Schedule "B" shall not be applicable and the Negotiating Committee shall determine the process of ratification.