

CONSTITUTION

THE NEW BRUNSWICK COUNCIL OF HOSPITAL UNIONS

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1252

ARTICLE 1 – NAME

This Council chartered by the Canadian Union of Public Employees shall be known as "The New Brunswick Council of Hospital Unions, C.U.P.E. Local 1252", and shall be subject to the Constitution of the Canadian Union of Public Employees. It shall consist of all Hospital and Institutional Locals in the Province of New Brunswick, First Schedule Part III of the Public Service Labour Relations Act. Local Union includes Regional Locals, Sub-Locals or Locals and the words Local Union(s) will be used throughout the Constitution.

ARTICLE 2 – OBJECTIVES

1. The Objectives of this Council are to seek and maintain certification as a Bargaining Agent for any group of Employees in the Hospitals and Central Services under the N.B. Public Service Labour Relations Act.
2. To Negotiate a Province Wide Agreement with the Province of New Brunswick's Department of Finance as represented by the Hospital Corporation Boards of the Hospital Corporations listed under Part III First Schedule of the Public Service Labour Relations Act.
3. To assist in the organizing of Unorganized Hospital Employees.
4. To assist in processing Grievances on behalf of the Local Unions.
5. It shall receive the Check-Off of Local Unions from the Employer and disperse same to each Local Union, based on its Membership, within 7 days, of receipt, whenever possible.
6. The N.B. Council of Hospital Unions, C.U.P.E. Local 1252 shall be the Certified Bargaining Agent and shall be part of the Canadian Union of Public Employees, as provided in the CUPE Constitution.
7. Endeavour to keep the Membership informed through a Public Relations Committee publication at least once a year.
8. To speak out on issues important to all Local Unions and to assist them in whatever ways possible, upon the request of the Local Union(s).

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9. To speak out on all issues relating to Shift Workers and endeavour to Negotiate into the Collective Agreement better clauses and higher compensation for these Brothers and Sister at every opportunity.

ARTICLE 3 – POWERS

1. When and if the N.B. Council of Hospital Unions, CUPE Local 1252 becomes defunct, its funds and property shall revert to the Local Unions at the dissolution in proportionate shares.
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. This Council shall affiliate to CUPE New Brunswick but not to the New Brunswick Federation of Labour or any CLC Labour Council or CUPE District Council.
4. The By-Laws of this Council as recognized in the Constitution, may from time to time be amended or updated and shall be adhered to by the Council Executive at all times.

ARTICLE 4 – MEMBERSHIP

1. Membership in this Council shall be all Hospital Local Unions and Local Unions representing Central Services of a Group of Hospitals in the Province of New Brunswick Chartered by the Canadian Union of Public Employees.

All 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 where there are more than 50 percent of the Hospital Local Unions and Local Unions representing Central Services desirous of maintaining Affiliation.

ARTICLE 5 – REPRESENTATION

1. Representation at regular and special meetings of the Council shall be as follows:

Local Unions up to	100 Members	- 2 Delegates
	101 to 200 Members	- 4 Delegates
	201 to 300 Members	- 5 Delegates

For each additional 100 Members or fraction thereof 1 additional Delegate.

Alternate Delegates may be appointed or elected by each Local Union and Alternate Delegates shall be allowed voice and vote in the absence of the regular 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 Union and voting in the absence of the regular Delegate whose name shall be shown on the form. Not less than sixty (60) days prior to the regular meetings of the Council, a notice of meeting date, time, and place, together with Registration Forms (in Duplicate), one set for each Delegate, that the Local Union is entitled to as per Article 5 - Representation. One copy retained by the Delegate and the other copy forwarded to the Secretary-Treasurer of the Council not later than fifteen (15) days prior to the meeting.

Representation at meetings shall be based on the paid-up Membership including Rand Formula Payees ninety days (90) prior to the meeting being held, and including Members of the Local Unions employed in the Hospital by a Contractor.

To be a Delegate a person must be a Member of the Local Union he/she is representing and must fall under the jurisdiction of the Provincial Collective Agreement or a Collective Agreement between the Local Union and a Contractor.

In the event of two or more Local Unions merging together, the new Local Union shall be entitled to the total numbers of Delegates, that all the merged Local Unions would have been entitled if the merger had not taken place.

Where Regions have decided to use a system of Locals and sub-units; no Local or sub-unit shall use the Credentials of another Local or sub-unit within their Region or another Region.

2. CUPE National Executive Board Members, CUPE Provincial Officers, CUPE Officials and Staff Representatives may attend a meeting without vote but with voice when recognized by the Chairperson.
3. Where applicable, Locals may establish a Regional Local and Sub-Unit or a Regional Committee to deal with Hospital Corporations on matters of mutual concern. The Council recognizes and supports both these methods as being acceptable, and covered under the definition of Local Union as expressed in the present Constitution.

ARTICLE 6 – MEMBERSHIP FEES

1. Effective October 1st, 2008, the Per Capita per member per month shall be \$6.25 per member per month, of which \$0.75 shall be allocated for ongoing Public Relations and \$0.50 to cover the cost of the bill from the adjudicator for adjudications, with the remaining \$5.00 going to general revenue.

- (a) The adjudication fund be capped at Two Hundred and Fifty Thousand Dollars (\$250,000.00) and the Fifty Cents (\$0.50) collected from each local as part of the membership fee shall be discontinued.
 - (b) Should the account drop to Two Hundred Thousand (\$200,000.00) the Fifty Cents (\$0.50), from each local to fund the account, shall be reinstated until the account again reaches the cap.
2. The Council shall have the right, when it becomes necessary because of financial difficulty, to assess the Local Unions a lump sum not to exceed One Dollar (\$1.00) per Capita per Member, provided that two-thirds of the Delegates at a regular or special meeting of the Council approved such an assessment. Such assessment to be levied, not more than once per year.
 3. The Secretary-Treasurer of the Council shall pay to the National Secretary-Treasurer, of the Canadian Union of Public Employees, the required Per Capita Tax on the full Membership of the Council in accordance with the Constitution of the Canadian Union of Public Employees.
 4. Each Local Union Affiliated to the Council shall pay an Affiliation Fee of One Dollar (\$1.00).

ARTICLE 7 – OFFICERS AND ELECTIONS

1. (a) The Officers of this Council shall be the President, Secretary-Treasurer and eleven (11) Vice-Presidents, who shall constitute the Executive Board. Each of the eight (8) Regions or Institutions within the Province shall be represented as follows:

Zone 1 – Southeast	- 1 Vice-President
Zone 1 – Beausejour	- 1 Vice-President
Zone 2 – Fundy	- 2 Vice-Presidents
Zone 3 – Central	- 2 Vice-Presidents
Zone 4 – Nor West	- 1 Vice President
Zone 5 – Restigouche	- 1 Vice-President
Zone 6 – Nor East	- 1 Vice-President
Zone 7 – Miramichi	- 1 Vice-President
Zone 8 – Ambulance New Brunswick	- 1 Vice President
General Vice President Elect	- 1 Vice President Zone elected

One of the Vice-Presidents shall be elected as General Vice-President by the Delegates. Eleven (11) Alternate Vice-Presidents shall also be elected. The President and Secretary-Treasurer shall be elected for a two-year term, alternatively. The Executive Committee shall consist of the

President, General Vice-President, and Secretary-Treasurer.

- (b) When electing Vice-Presidents, their Alternates or a Vice-President who represents a particular Certification Group, if need be; they would only be nominated and elected from and by the Region or Certification Group which they are chosen to represent.

If no Delegates are present, the Executive Board shall appoint a Vice-President from the Certification Group who is a Member of a Local Union.

Due to the geographical size of Zone 2 Fundy, one (1) V.P. and one (1) alternate shall be chosen by way of Caucus that is formed from the largest local of Zone 2 Fundy/Saint John Local 813 and that one (1) V.P. and one (1) alternate shall be chosen by way of caucus that is formed from all other locals that form Zone 2 Fundy/Saint John.

Should there be no candidates from the smaller hospitals and locals running, then all VP's and alternates may come from the one larger local (813), to be chosen by caucus consisting of all the locals from within Zone 2 Fundy/Saint John.

2. To be eligible for election or re-election to any Office, Candidates must be Accredited Delegates to the Council, except the President and Secretary-Treasurer, who shall be deemed to be a Delegate to the meetings of the Council with all rights and privileges.
3. Nominations and elections shall take place at the Annual meeting of the Council in October and installation of Officers shall take place at that meeting. No Delegate may be nominated for Office in this Council unless he/she is present at the nomination and election meeting or unless his/her proposer has the Nominee's Official consent in writing.
4. Election of Officers shall be by Secret Ballot and the Election Chairperson will appoint a Returning Officer and Scrutineers to count the Ballots.
5. In the event a member of the Executive Committee is unable to perform their duties due to illness or other circumstances, the Executive Board may appoint a replacement from within the Executive Board to fill the vacancy for the interim period.

In the event of a vacancy in any Office except Vice-President, the Executive Committee of the Council may select a Member from among the Membership to fill the vacancy until an election can be held for the vacant Office.

In the event of a vacancy in the Office of the President, the General Vice-President shall perform the duties of the President until a Successor has been

elected.

6. Any Candidate for Office may appeal for a recount of votes for whichever Office he/she was a Candidate, providing that a request be made at the time of the election.

7.
 - (a) If a member of a committee is not elected or becomes a member of another local because of a bump, etc. and then loses his/her delegate status in his/her local Union, he/she shall resign within 30 days and then the position shall be filled by election if possible or filed by appointment temporarily if necessary, until an election can be held. If any committee member who has been registered as a delegate to attend the NBCHU convention is unable to attend due to a family emergency, he/she shall remain on the committee to the end of their term.

 - (b) If a Vice President or alternate is not elected or becomes a member of another local because of a bump, etc. and then loses his/her delegate status in his/her local Union, he/she shall resign within 30 days and the position shall be filled by election from the remaining delegates from that region.

ARTICLE 8 – DUTIES OF OFFICERS

1. President

- (a) 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. He/she shall be the spokesperson for all Delegations representing this Council, unless some other Member is appointed by him/her to take his/her place. He/she shall perform such other duties as are required of him/her by the executive Board and the Delegates. He/she shall sign all official documents and he/she shall be one of the Signing Officers for the disbursement of funds. He/she shall be an Ex-Officio Member of all committees. He/she shall work closely with the Representative of the Canadian Union of Public Employees assigned to service this Council, and also with the Regional Office of the Canadian Union of Public Employees.

- (b) The President shall take a leave of absence from the Employer at the expense of the Council whenever he/she feels the duties of the Council warrant it.

2. General Vice-President

It shall be the duty of the General Vice-President to assist the President in his/her Official duties, and in the absence of the President, shall perform the duties of the President. He/she shall keep a record of all Members present at all special meetings of the Council. In the absence of the President, he/she shall be the Signing Officer for the disbursement of funds.

3. Executive Board

The Executive Board shall in general assist the President in the performance of his/her duties, be in constant contact with the Locals they represent, on at least a monthly basis, and perform such other duties as the President shall from time to time determine.

It shall be the duties of the eleven (11 and 11 Alternate) Vice-Presidents to:

1. Keep their Alternates, in particular, informed, in detail, as to any discussions, which have taken place at the Executive Board Meetings.
2. Be aware, at all times, of the Policies of the Council and inform the Local Unions in their Region.
3. Act as a Liaison Person(s) between the Local Unions in his/her Region, their Alternates, and the Council.
4. Attend at least one (1) meeting of the Local Unions in his/her Region every six (6) months when requested by the Local Union to do so, (Locals should be encouraged to do so), provided sufficient notice is given and if further assistance is required, confirmation must be obtained from the President or the General Vice-President, in advance whenever possible.
5. Give a general written report to the President sixty (60) days prior to the Semi- Annual Meeting so that it can be included in his/her report with a copy to the Locals in their Region.
6. In Regions that have two (2) Executive Officers, these Officers shall be encouraged to work together and to divide the work equitably.
7. The Alternate Vice Presidents shall attend 2 meetings per year not to include anytime they are replacing the V.P. They shall attend 2 at a time not to over crowd the meetings and rotate through all

alternates. Expenses to be incurred by Local1252. This is to insure the alternates are familiar with the working of the council and the procedures to be better to step in and represent the members they are serving.

8. The Alternate Vice-President will assume the above duties in the event of death, resignation or absence of the Vice-President or at such other time as decided by the Executive Committee.

All expenses of the Vice-Presidents or Alternates, in their absences, incurred while assisting Local Unions in their Region will be paid by the Council through the Voucher System.

4. Secretary-Treasurer

The newly elected Secretary-Treasurer will meet with the Trustees as soon as possible for a Briefing session of how the Council books are kept.

The Secretary-Treasurer shall keep a correct, full and impartial record of the proceedings of each meeting of the Council and all meetings of the Executive Board and Executive Committee. Minutes of all regular, special, Executive Board and Executive Committee meetings shall be forwarded to the Recording-Secretary of each Local Union six weeks prior to the Council's meeting, if possible.

The Secretary-Treasurer shall be responsible to issue and receive all correspondence concerning all the affairs and activities of the Council. The Secretary-Treasurer shall be responsible to pay all bills and expenses as authorized by the Executive Committee.

The Secretary-Treasurer shall keep all financial accounts of the Council and shall maintain correct and proper accounts of all the Local Unions. He/she receive all Affiliation Fees, Dues and Assessments for distribution to the Local Unions. He/she shall deposit all monies in a Bank or Credit Union as directed by the Executive Board.

The Secretary-Treasurer shall be properly bonded with a faithful performance of duty bond, which shall not be less than Fifty Thousand Dollars (\$50,000.00) through the master bond held by the Canadian Union. The Secretary-Treasurer shall make a financial report at each Semi- Annual meeting. It shall be the duty of the Secretary-Treasurer to keep on file all receipts for money sent to the Canadian Union of Public Employees Headquarters during the year.

The Secretary-Treasurer shall submit his/her books and records prior to each Semi-Annual meeting 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.

The Secretary-Treasurer shall forward to the National Secretary-Treasurer of the Canadian Union of Public Employees, on the Official monthly report form provided, not later than the 15th day of each month all financial obligations owing to the Canadian Union of Public Employees.

The Secretary-Treasurer shall give a written Treasurer's Report at each meeting of the Executive Board and at the end of each month a copy of the monthly financial report be forwarded to each of the Trustees' and as soon as possible after each meeting or conference call, a copy of the minutes be forwarded to each of the Trustees.

The Secretary-Treasurer shall take a leave of absence from the Employer, at the expense of the Council whenever he/she feels the duties of the Council warrants it.

The Secretary-Treasurer, upon the approval from the Inner Executive shall hire, whenever necessary, the services of a Clerical Person to help with the workload of the Council. This Person shall be a C.U.P.E. Member, whenever possible. The wages and benefits of this Person shall be determined by the Executive Board and reported to the Council.

The wages and expenses of the Secretary-Treasurer as well as the cost of renting office space shall be determined by the Executive Board and reported to Council.

The office shall not be in the home of any member. It shall be handicapped accessible and shall be at least 500 sq.ft, in area. The office shall be located in the Hometown of the Secretary-Treasurer.

At the end of his/her term of Office, the Secretary-Treasurer shall turn over to his/her successor all properties and assets, including funds, books and records belonging to the Council.

Any Secretary-Treasurer who cannot qualify for a bond shall immediately be disqualified from his/her Office and the Council shall proceed with the election of another Secretary-Treasurer.

5. Trustees

There shall be three (3) Trustees elected. They shall be elected so that one shall serve for a period of three years, one for two years and one for one year. Each year thereafter the Council shall elect one Trustee for a three-year period or, in the case of vacancies occurring, elect Trustees to fill only the unexpired terms in

order to preserve overlapping terms of Office. The Trustees shall audit the books of the Secretary-Treasurer according to sound bookkeeping practices. A reconciliation Statement shall be made for each month, for the previous period; a copy of the completed form shall be kept on record by the Chairperson of the Trustees' Committee. An Audit is to be done by an Authorized Agency every five (5) years, or change of Secretary-Treasurer, whichever comes first. The Audit is to be done according to guidelines set out by the New Brunswick Council of Hospital Unions, Local 1252.

The Trustees shall exercise general supervision over the property of the Council. The Trustees shall examine the books and records of the Secretary-Treasurer and inspect or examine all properties, bonds and all other assets of the Council prior to each Semi-Annual meeting and shall report to the next Semi- Annual meeting on the condition of the funds and accounts, together with such other information they may deem necessary to the efficient and honest administration of the Council. *These Reports shall be for a six (6) month period, commencing in September and continuing till the end of February. Then March till end August for the October meeting,* along with a report for the full year, September till end August. They shall be empowered to make recommendations regarding the financial conditions of the Council when deemed necessary. They shall transmit a copy of such report to the National Secretary-Treasurer of the Canadian Union of Public Employees.

If the Council hires the services of a qualified accountant or accounting firm, the auditing of the Council's books shall be done in accordance with the procedures outlined above.

6. Sergeant-at-Arms

The duties of the Sergeant-at-Arms are:

1. Guard the door at Council meetings and admit no one but Delegates or Officers, Officials and Guests of CUPE except on the order of the Chairperson and by consent of the Members present.
2. Shall not permit any Delegate to enter or leave without permission, during the election.
3. Shall perform such other duties as may be assigned by the Executive Board.

ARTICLE 9 – MEETINGS

1. The regular meetings of the Council shall normally be held in April and October of each year (two meetings a year). Time and place of meetings subject to change

by the Executive Committee, when deemed necessary. Special meetings shall be held when deemed advisable by the President or on written petition from Delegates representing five (5) or more Local Unions, which have approved such petition at a Local meeting.

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 Local Unions. This quorum must also include at least two (2) Members of the Executive Board.
3. A Local Union may request the Council for financial assistance for one (1) delegate only to attend the Annual or special meeting for lodging, travel, meals out of pocket and lost wages. A financial report of the Local Union must accompany the request, such a request will be dealt with by the Executive Committee.
4. The Executive Board shall meet at the call of the Chair or when requested, in writing, by not fewer than six (6) Board Members.

In the event of a written request, the Chairperson shall, within 24 hours, set the time and place of the meeting, which is to be held within the next ten (10) days, and so inform all Board Members.

ARTICLE 10 – COMMITTEES

1. (a) Executive Committee

The Executive Committee shall consist of the President, General Vice-President and Secretary-Treasurer.

(b) Negotiating Committee

The Negotiating Committee shall consist of the Executive Board and the provincial Co-ordinator(s). All members of the Negotiating Committee are expected to participate in all negotiation sessions. Every Member of the Negotiating Committee, who has not taken the Collective Bargaining Course, as provided by the C.U.P.E. Union Development Department, shall complete such course as the opportunity is made available. The registration cost and other expenses shall be borne by the Council.

The Negotiation Committee shall receive proposals and shall have the right to combine, amend, substitute and recommend concurrence or non-concurrence.

(c) Grievance Committee

The Grievance Committee shall consist of the Executive Board and the Provincial Coordinator.

(d) Education Committee

The Education Committee shall consist of three (3) Members. They shall be elected so that one will serve for a period of three years, one for two years and one for one year. Thereafter, a three-year Member shall be elected every year. The Education Committee, in conjunction with the C.U.P.E. Education Department, will develop the educational concept for the Council.

(e) Pension Trustees

The Executive Board shall name four (4) Trustees and two (2) Alternate Trustees to the Pension Plan providing they abide by the terms of the Trust Agreement.

These trustees shall not have their terms shortened nor terminated, simply because of losing their delegate status.

In the event that delegate status is lost by any of these Trustees, he/she shall remain as Trustee of the Pension Plan, and shall be allowed to attend the Semi-Annual Conventions of the Council as a guest, and his/her expenses shall be submitted to the Plan for payment and failing such payment from the Plan, the Council shall bear these costs.

The Trustees shall present a report to each Semi- Annual Convention, on the performance of the Plan, as well as on any other issues regarding the Plan.

(f) Special Committees

A Special Committee may be established for a specified purpose and period by the Membership at a meeting. The Members shall be elected at the same or another Membership meeting or may, by specific authorization of the Membership, be appointed by the President or the Executive Board. Two Members of the Executive Board may sit on any Special Committee as Ex-Officio Members, as appointed by the Executive Committee.

(g) Credentials Committee

The Vice-President(s) from the Region where the regular Semi- Annual meeting is being held shall appoint a Committee of three Delegates to act as a Credential Committee. They will register Delegates and Guests and report to the Presiding Officer when requested.

(h) Public Relations Committee

The Public Relations Committee shall be a Standing Committee consisting of two (2) English Delegates and two (2) French Delegates. In October 1993 one English Delegate and one French Delegate shall be elected for a two (2) year term and one English Delegate and one French Delegate be elected for a one (1) year term and each October, thereafter, one English Delegate and one French Delegate shall be elected for a two (2) year term.

(i) Resolutions Committee

(I) The Resolutions Committee shall be elected and comprised of three (3) Members; one for three years, one for two years and one for one year. Thereafter, a three-year Member shall be elected every year.

(II) They shall be given one (1) day or more to go over Resolutions referred to them.

(III) This Committee shall have the right to combine, amend, substitute, and recommend concurrence or non-concurrence.

(j) LPN Liaison Committee

The LPN Liaison Committee shall be a Standing Committee made up of three (3) LPN. They shall be elected so that one will serve for a period of three years, one for two years and one for one year. Thereafter, a three-year Member shall be elected every year. The role of the Committee is to act as a Liaison between the N.B. Council of Hospital Unions, C.U.P.E. Local 1252, and the Association of N.B. Licensed Practical Nurses and report to the Delegates.

(k) Proposal Committee

The Proposal Committee shall be the Negotiating Committee, this committee shall have the right to combine, amend, substitute, and recommend concurrence or non-concurrence.

(l) Tradespersons, Power Engineers and Maintenance Workers Committee

The Committee of Tradespersons, Stationary Engineers and Maintenance Workers shall be a Standing Committee consisting of three (3) Members

who must be either a Tradesperson, Stationary Engineer or a Maintenance Worker of which one (1) must be bilingual. One Member shall be elected for three (3) years, one for two (2) years and one for one (1) year, thereafter, a three-year Member must be elected every year.

(m) Standing Committee on Insured Benefits (SCIB)

The Standing Committee on Insured Benefits (S.C.I.B.) shall have one (1) Member and one (1) Alternate, for a two (2) year term. The Member and Alternate are to be elected to represent the N.B.C.H.U. on the Provincial Committee.

The Council Representatives, duly elected by the Delegates, who sit on the Standing Committee on Insured Benefits, shall be encouraged to participate fully in any and all debates, but should an issue arise that would require an additional cost to it's Members, or any substantial change in Benefits, such changes shall be communicated to the Locals, as soon as possible, and a vote taken, if necessary, before any decision is taken, or change implemented.

(n) Health and Safety Committee

The Health and Safety Committee shall be a Standing Committee made up of three (3) members of which one (1) must be bilingual. One member shall be elected for three (3) years, one for two (2) years and one for one (1) year. Thereafter, a three (3) year Member must be elected every year. The role of the Committee is to act as a Liaison Committee between the Locals and the Council and to report on, issues of Health and Safety in the Hospitals.

(o) Pharmacy Technician's Committee

The Pharmacy Technician's Committee shall be a Standing Committee made up of three (3) members of which one (1) must be bilingual. One member shall be elected for three (3) years, one (1) for two (2) years and one (1) for one year. Thereafter a three (3) year member must be elected every year. The role of the committee is to act as a liaison committee between the Locals and the Council and report the concerns of the Pharmacy Technician's

(p) Women's Committee

The Women's Committee shall be a Standing Committee made up of three (3) members of which one (1) must be bilingual. One (1) member

shall be elected for three (3) years, one for two (2) years and one (1) for one year. Thereafter, a three (3) year member must be elected every year. The role of the Committee is to act as a Liaison Committee between the Locals and the Council and to report on Women's Issues as they pertain to the Union.

2. Between Council and Executive Board meetings, the Executive committee, with the Secretary-Treasurer being one (1) of the majority shall approve and be held for all expenditures and decisions pertaining to Committees, made at these times.

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

ARTICLE 11 – AMENDMENTS TO THE CONSTITUTION

1. (a) I This Constitution can be amended or altered at any regular convened meeting and to do so it shall require two-thirds of the votes of the Delegates present and voting. Resolutions duly submitted by Local Unions or the Executive Board to the Resolution Committee prior to the regular meetings, shall be the appropriate method of amending or altering the Constitution.
- II Resolutions and Constitutional Amendments to be introduced for consideration at a regularly convened meeting shall be prepared and signed by the President and Secretary of the Affiliated Local Union or Executive Board and sent to the Resolutions Committee, not later than thirty (30) days prior to the meeting.
- III Nothing in this section prevents a Local or the Executive Board from submitting emergency Resolutions, on issues that occur during a convened meeting.

The proposed amendment submitted in accordance with the foregoing shall be circulated to all Affiliated Local Unions by the Resolutions Committee, prior to the meeting. This Constitution and amendments, thereto, shall become effective following the approval of same by the National President of the Canadian Union of Public Employees.

- (b) In case of a late notice of amendment under Section (a) of this Article, a two-third majority vote of the Delegates present shall be needed in order to deal with the amendment under Section (a). Late Resolutions and/or Constitutional Amendments shall only be dealt with after all properly submitted resolutions and/or Constitutional Amendments have been dealt with.

ARTICLE 12 – OBLIGATIONS (DELEGATES AND 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 by this Constitution or the National Constitution, Bourinot's Rules of Order shall govern.
2. Whenever a Member of the Executive Board or Committee is required to take a leave of absence from work to perform duties on behalf of the Council, lost wages shall be reimbursed to the Employer and normal expenses such as transportation, meals and accommodation will be paid to the Member. The amount to be paid shall be set by the Executive Board, subject to approval by the Delegates. Members of the Executive Board and Committees must have prior permission from the President and/or General Vice-President and/or Secretary-Treasurer before undertaking any duties on behalf of the Council, unless otherwise specified in this Constitution.

ARTICLE 14 – NOTICE OF MEETINGS

1. The Secretary-Treasurer shall notify all Local Unions, sixty (60) days prior to a regular meeting, in accordance with Article 5 of this Constitution
2. Local Unions wishing to submit any matter that is deemed in the interest of the Delegates or the Hospital Employees generally, may submit such matter in writing to the Secretary-Treasurer. 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. Reading of Minutes of Previous meetings.
4. Matters Arising out of the Minutes
5. Executive Officers' Reports
6. Correspondence
7. Treasurer's Report
8. Reports of Committees
9. Reports of Special Committees
10. Trustees' Report
11. Unfinished Business
12. New Business
13. Good and Welfare
14. Reports of Affiliates
15. Nominations and Elections
16. Adjournment

APPENDIX

REGION 1 (SOUTHEAST)

Moncton Hospital
Sackville Memorial Hospital
Albert County Hospital Inc.
Petitcodiac Health Centre
Health Services Centre, Rexton

REGION 1 (BEAUSEJOUR)

Dr. Georges L. Dumont Hospital
Hopital Stella Maris de Kent
Regional Medical Centre, Shediac

REGION 2 (FUNDY)

Saint John Regional Hospital
St. Joseph's Hospital
Sussex Health Centre
Charlotte County Hospital, St. Stephen
Deer Island Health Centre
Fundy Hospital Association Ltd. Black's Harb.
Grand Manan Hospital Limited
Campobello Health Centre
Centracare Saint John Inc.
Regional Staffing Service Center

REGION 3 (CENTRAL)

Dr. Everett Chalmers Hospital
Oromocto Public Hospital
Queens North Health Complex
Harvey Community Hospital
Stan Cassidy Centre for Rehabilitation
MacLean Memorial Hospital Ltd.
Health Services Centre, Fredericton Junction
Health Services Centre, Stanley
Chipman Health Services Centre
Upper River Valley Hospital, Waterville
Hotel-Dieu de Saint Joseph, Perth
Tobique Valley Community Health Center, Plaster Rock
Upper Miramichi Health Center (Doaktown Comp)

REGION 4 (NORTHWEST)

Edmundston Regional Hospital
Grand Falls General Hospital Inc.
Hotel-Dieu de St-Joseph, St. Quentin
Ste. Anne de Madawaska Health Centre

REGION 5 (RESTIGOUCHE)

Campbellton Regional Hospital
Saint Joseph Hospital, Dalhousie
Jacquet River Health Centre
East Restigouche Community Health Centre
RestigoucheHospital Center, Campbellton

REGION 6 (CHALEUR)

Chaleur Regional Hospital, Bathurst
Hopital de l'Enfant Jesus, Caraquet
Hopital de Tracadie
Hopital de Lameque
Centre de Sante de Pointe-Verte
Centre de Sante-Paquetville

REGION 7 (MIRAMICHI)

Nequac Health Centre
Baie Ste. Anne Health Centre
Upper Miramichi Health Centre (Blackville)
Rogersville Health Centre

REGION 8 (AMBULANCE NEW BRUNSWICK)

BY-LAWS
THE NEW BRUNSWICK COUNCIL OF HOSPITAL UNIONS
CUPE LOCAL 1252

BY-LAW NO. 1 – TENTATIVE AGREEMENT

- (a) The Vice-President will call the Alternate Vice-President and all the Presidents in his/her Region to inform them that we have reached a Tentative Agreement and give the date, time, and location of the Special meeting to explain the Tentative Agreement.
- (b) Within one (1) week or as soon as possible, the regional Vice-Presidents and the Presidents or Vice-Presidents of all the Locals will be called to attend a Special Provincial meeting with the Negotiating Committee and Co-ordinator with simultaneous translation, the translated Tentative Agreement documents will be prepared by the Co-ordinator and distributed at the said meeting.
- (c) The Negotiating Committee shall recommend accepting or rejecting the Tentative Agreement.
- (d) At least one member of the negotiating team delivers the presentation of the tentative agreement for each local meeting.
- (e) All Locals shall hold Special Sessions within fourteen (14) days of the Special Provincial meeting to explain the Tentative Agreement to the Members at a time more appropriate for them.
- (f) The Vote shall take place on a specified date, Province-wide, no later than three (3) days following after the Special Sessions have been completed. The vote shall be conducted by Secret Ballots. The Ballots will be counted locally and the results must be phoned into the Secretary- Treasurer before 12:01 A.M., if possible, but no later than 11:59 A.M. the next day. A written confirmation of the results must be forwarded to the Secretary-Treasurer, thereafter.
- (g) To conduct the vote, the Locals shall use the latest check-off list, but must take into consideration the Members on approved leave of absence, without pay.
- (h) For the final tabulation of the votes, only the total number of Members who voted will be used to determine the percentage of acceptance or rejection. In order to be accepted, the vote must be a simple majority that is 50 per cent plus one (1) of the total voting.
- (I) The Secretary-Treasurer will tabulate the results and once completed, will call each Vice-President who will then call the Alternate Vice-President and the Locals in the Region to inform them of the final result.

- (j) The Secretary-Treasurer will inform the Department of Finance and issue a Press Release after all the Vice-Presidents have been contacted.
- (k) The final tabulation document will be sent to all Locals, as soon as possible, after the written confirmations have been received from all the Locals.
- (l) Failing a majority vote of acceptance for a New Collective Agreement, the procedure, as set out in the N.B. Public Service Labour Relations Act, to resume Bargaining, shall be followed.
- (m) Notwithstanding sections (b), (d), (e) and (f) above, should the tentative agreement be reached during a strike, lockout or other similar extraordinary circumstances, the Executive Board shall be empowered to determine the procedure for the presentation and voting on the tentative agreement.

BY-LAW NO. 2

- (a) The Council shall appoint, on behalf of its Members, any Nominee required to be appointed for any Board of Adjudication or other Boards, to be established pursuant to any Collective Agreement or the provisions of the Public Service Labour Relations Act.
- (b) After having authorized an Employee to refer a Grievance to Adjudication, under the Public Service Labour Relations Act and having appointed any Nominee required to be appointed under By-Law No. 2, the Council shall not be held financially responsible for any Legal cost arising out of such Adjudication. The cost shall be paid by the Regional Local or Local from which the Employee affected is a Member. The Regional Local or Local may appeal to the Council for financial assistance; and in such cases, the Executive Board shall give serious consideration to their appeal, taking into account the size of the Regional Local or Local and its financial situation.

BY-LAW NO. 3

The Council shall not enter into any Agreement with the Employer, which alters any terms of the Collective Agreement, unless such Agreement has been ratified by the majority of the Membership affiliated to the Council.

October 2017