

PEA-HESU Chapter

CONSTITUTION AND BY-LAWS



TABLE OF CONTENTS

Contents

Page No.

ARTICLE 1 – NAME.....	1
ARTICLE 2 – OBJECTS	1
ARTICLE 3 – JURISDICTION AND MEMBERSHIP	1
ARTICLE 4 – GOVERNMENT AND STRUCTURE	1
ARTICLE 5 – QUORUMS	1
ARTICLE 6 – EXECUTIVE BOARD AND SHOP STEWARDS	2
ARTICLE 7 – ROLES AND RESPONSIBILITIES	2
ARTICLE 8 – ELECTIONS.....	3
ARTICLE 9 – TERM OF OFFICE AND METHOD OF ELECTING OFFICERS	4
ARTICLE 10 – REVENUE – UNION DUES AND ASSESSMENTS	4
ARTICLE 11 – ORDER OF BUSINESS.....	4
ARTICLE 12 – RULES OF ORDER.....	5
ARTICLE 13 – ANNUAL GENERAL MEETING	5
ARTICLE 14 – BARGAINING COMMITTEE	5
ARTICLE 15 – STRIKE / JOB ACTION	6
ARTICLE 16 – CHARGES, TRIALS AND PENALTIES	7
ARTICLE 17 – MEETINGS	8
ARTICLE 18 – OBLIGATION OF OFFICERS AND EXECUTIVE BOARD MEMBERS	8
ARTICLE 19 – INITIATION OF NEW MEMBERS	8
POLICIES	
APPOINTMENT OF DELEGATES	9
COUJO.....	9
DISABILITY/INJURY CLAIM ASSISTANCE	10
DONATIONS	10
EDUCATION FUND.....	10
LEAVE FROM THE UNION	10
MILEAGE	10
PER DIEMS	10
QUORUM	11
RETIREMENT GIFT.....	11
SIGNING AUTHORITY.....	11
UNION LEAVE FORMS.....	11
UNION COMMITTEE	11
BURSARY COMMITTEE GUIDELINES	11
GOOD AND WELFARE	12

ARTICLE 1 – NAME

1.1 The Union shall be known as PEA - HESU Chapter.

ARTICLE 2 – OBJECTS

2.1 The Union has as its objectives:

- a) The advancement of the social, economic and general welfare of staff personnel;
- b) The improvement of wages, salaries, working conditions, job security and other conditions of employment;
- c) The promotion of efficiency and effectiveness in the service of the employer generally.

2.2 The objectives of the Union are to be accomplished through and by the following methods:

- a) Establishing co-operative relations between the Employer and the Union;
- b) Cooperating with the other labour bodies and unions affiliated with the Canadian Labour Congress;
- c) Co-operating with such other labour bodies as may be deemed necessary and acceptable to this Union.

ARTICLE 3 – JURISDICTION AND MEMBERSHIP

3.1 Employees of the Hospital Employees' Union shall be eligible for membership in PEA-HESU Chapter and such other persons or groups may be determined by the Staff Union.

ARTICLE 4 – GOVERNMENT AND STRUCTURE

4.1 The government and structure of PEA-HESU Chapter- shall be as follows:

- a) Executive Board
- b) Shop Stewards

4.2 No member or representative of the PEA-HESU Chapter shall have the power to act as an agent for the Union or otherwise bind the Union except the Executive Board or, in other than interest disputes, such member or representative that Executive Board may so designate.

ARTICLE 5 – QUORUMS

5.1 A majority of the Executive Board shall constitute a quorum of the Executive Board.

- 5.2 The PEA-HESU Chapter quorum for local meetings shall be set at 30 members.
- 5.3 The PEA-HESU Chapter quorum for bargaining conferences shall be set at 30 members.

ARTICLE 6 – EXECUTIVE BOARD AND SHOP STEWARDS

- 6.1 The Executive Board shall consist of the:

President
Vice President
Secretary
Treasurer
Trustee
Chief Shop Steward
Clerical Shop Steward

- 6.2 Shop Stewards from each geographic region – North, Okanagan, Kootenays, Vancouver Island and 4 from the Provincial Office shall be appointed by the Executive.
- 6.3 The term for the Executive and Shop Stewards shall be two years.

ARTICLE 7 – ROLES AND RESPONSIBILITIES

- 7.1 The President shall function as the Chief Executive Officer of the Union. The President shall exercise supervision over the affairs of the Union, sign all official documents, preside at Union meetings and all meetings of the Executive Board.
- 7.2 It shall be the duty of the President to promote the welfare and purpose of the Union. The President shall have the sole authority to interpret this Constitution subject to appeal to the Executive Board of the Union. Such appeals shall be in writing.
- 7.3 The duty of the Vice-President, in the absence of the President, shall be to preside over the meeting of the Union and of the Executive board and shall perform such other duties as may be assigned.
- 7.4 The Secretary shall be in charge of books, documents, files and effects of the Union (other than the financial documents retained by the Treasurer), which shall be subject to the inspection of the President and Trustee or such other person as the Union may direct.
- 7.5 The Secretary, subject to the approval of the President and the Executive Board, or in the absence of the President, the Vice-President, shall issue the “call” for all Union meetings and shall cause the proceedings of such meetings, including any meetings of the Executive Board, to be fully and impartially recorded.

- 7.6** The Treasurer shall be in charge of all financial documents and property of the Union which shall be subject to the regular inspection of the President and Trustee or such other person as the Union may direct.
- 7.7** The Treasurer shall receive all monies payable to the PEA-HESU Chapter and deposit such funds to accounts in the name of the Union in such chartered bank or credit union as the Executive Board may direct.
- 7.8** The Treasurer shall, with the approval of the Trustee or designate, pay all bills, accounts and such other expenses as authorized by the Union or by the officers aforementioned, provided such bills, accounts or expenses are properly incurred on behalf of the PEA-HESU Chapter
- 7.9** The Treasurer shall annually prepare, for the annual general meeting or as required, financial statements in accordance with generally accepted accounting principles, to be distributed to all Union members.
- 7.10** The signing officers for all cheques shall be any two (2) of the following four (4) officers: President, Vice President, Secretary, and Treasurer.

ARTICLE 8 – ELECTIONS

- 8.1** To be eligible for election or re-election to any office, candidates must be a member in good standing for a period of not less than six (6) months.
- 8.2** All offices shall be elected by a simple majority vote; such elections shall be by secret ballot.
- 8.3** The election of each office shall be completed before nominations may be accepted for any subsequent office.
- 8.4** The term of office of all elected officers shall commence immediately following the adjournment of the meeting of the Union at which they are elected.
- 8.5** In the event of a vacancy in the office of President, the Vice-President shall perform the duties until a successor is elected.
- 8.6** In the event of a vacancy in any office, the Executive Board shall have the power to appoint a member in good standing, to fill the vacancy until the annual general meeting.
- 8.7** A member who is absent from the annual general meeting may submit in writing to the Secretary, prior to the AGM, their willingness to stand for a position, if so nominated. The member must be in good standing for a period of not less than the last six (6) months.

ARTICLE 9 – TERM OF OFFICE AND METHOD OF ELECTING OFFICERS

- 9.1** All offices shall be for a term of two (2) years.
- 9.2** All elections shall be by secret ballot – one member, one vote. A majority of votes cast shall be required before any candidate can be declared elected, and second a subsequent balloting shall be taken, if necessary, to obtain such majority. On the second and subsequent balloting, the candidate receiving the lowest number of votes in the immediately preceding ballot shall be dropped. In the case of a final tie vote, the deciding vote shall be cast by the presiding officer.

ARTICLE 10 – REVENUE – UNION DUES AND ASSESSMENTS

- 10.1** The Union dues, payable monthly by the members of the PEA-HESU Chapter shall be by payroll deduction and shall be such sum as from time to time determined by the Union at the annual general meeting.
- 10.2** The Union dues shall be two percent (2%) of each member’s gross wages as per the wage schedule.
- 10.3** In special circumstances, assessments may be made, provided that a simple majority of the members voting approve such assessment. Assessments may be invoked at any time and shall be voted upon by members, either at a meeting called for such purpose or by electronic vote.
- 10.4** The Chapter will continue to make short term deposits which can be used for the purpose of strike and job action related activities.

ARTICLE 11 – ORDER OF BUSINESS

- 11.1** Meetings of the PEA-HESU Chapter shall be governed by the following provisions:
- a) Roll Call of Officers
 - b) Initiation of New Members
 - c) Review of Minutes
 - d) Matters arising from Minutes
 - e) Correspondence and Bills
 - f) Treasurer’s Report
 - g) Trustee’s Report
 - h) Report of Committees and Delegates
 - i) Nomination and Election, and Installation of Officers
 - j) Unfinished Business
 - k) New Business
 - l) Adjournment

ARTICLE 12 – RULES OF ORDER

12.1 All rules and proceedings of debates shall be governed by “Bourinot’s Rules of Order”.

ARTICLE 13 – ANNUAL GENERAL MEETING

13.1 An annual general meeting shall be held in December of each year:

- a) to consider changes in the Constitution and By-Laws of the Union,
- b) to consider changes in the Dues structure,
- c) to consider any other matter that any member wished to bring forward.
- d) to conduct elections

Further, the direction of the membership in attendance at this meeting through a simple majority vote on any motion shall determine the course of action of the Executive Board.

ARTICLE 14 – BARGAINING COMMITTEE

14.1 The Bargaining Committee shall be composed of four (4) members and three (3) alternate members plus the president. There will be a designate for one (1) support staff position if someone chooses to run. The spokesperson shall be the PEA Labour Relations Officer

14.2

- a) All Bargaining Committee members shall be elected by a simple majority vote; such elections shall be by secret ballot.
- b) The election of each Committee member shall be completed before election of the next; with one name on the ballot only.

14.3

- a) Alternates will be elected by single ballot; with three (3) names on the ballot.
- b) The three (3) candidates receiving the highest number of votes shall be deemed elected; the first alternate receiving the highest number of votes, the second alternate receiving the second highest number of votes and the third alternate receiving the third highest number of votes.

14.4 The Bargaining Committee shall report directly to the Executive Board.

14.5 Bargaining Conference

- a) A Bargaining Conference shall be held prior to the reopening dates of the collective agreement.
- b) The Bargaining Committee shall prepare a conglomerate of similar bargaining demands.
- c) All bargaining demands submitted by the membership (including those as in a) above, shall be presented to the membership prior to the Conference.
- d) Every effort shall be made to forward the bargaining demands to the membership three weeks prior to the Conference.

- e) The committee shall recommend 'concurrence' or 'non-concurrence' on each demand.
- f) Prior to referring any collective bargaining matter to the mediation board, the bargaining committee will make a full and complete report to a membership meeting. Such referral shall not be made unless a majority vote of those attending the membership meeting is obtained and that any ratification vote be after a full report to the membership.

14.6 A comprehensive written report on the proposed terms of settlement shall be provided electronically to each member at least five (5) days prior to the ratification vote.

14.7 All voting on terms of settlement shall be by secret ballot, which may include electronic voting. The Executive Board will determine the dates and times, and will appoint scrutineers if necessary.

ARTICLE 15 – STRIKE / JOB ACTION

15.1 Consent to strike must be secured by majority vote of the members voting and the vote must be by secret ballot, which may include electronic voting, cast at a regular or well-advertised special meeting(s) of the Union.

15.2 The extent, scope and location of strike/job action must be approved by the Executive Board who shall determine under what circumstances and when strike/job action assistance shall be paid.

15.3 In the event of an authorized strike/job action, PEA shall pay salary and benefits according to policy. In the event that the aforementioned pay is reduced as a result of the employer billing PEA for benefits, the PEA-HEU Chapter shall reimburse the employee the amount of the reduction.
In order to be entitled to strike/job action/picket pay a member must fulfill twenty (20) hours of strike/job action or picket duties subject to local scheduling requirements and may be pro-rated.

Strike/job action/picket pay shall be payable from the first day of any authorized strike/job action.

15.4 A temporary dues increase equivalent to one hundred percent (100%) of their net daily earnings will be applied on an hourly basis to any member who crosses a legally established picket line to report to work.

ARTICLE 16 – CHARGES, TRIALS AND PENALTIES

The democratic principles of trade unionism to which the Union subscribes, require that every member shall be entitled to be notified in writing of charges preferred against them, an opportunity to be heard in their defense and a fair trial. Only after such procedure has been followed can any penalty be imposed.

16.1 Principles of Natural Justice, Trial Panel, Right to Challenge Determination:

- a) A member may be charged for cause. The Executive Board, having satisfied itself that its information is complete, and after having considered such information, shall decide whether or not to proceed with Charges, Trials and Penalties. Prior to determining whether or not to proceed with Charges, Trials and Penalties, all the information received by the Executive Board shall be reviewed by an outside Consultant, who shall furnish a written report to the Executive Board. The Executive Board shall appoint the outside Consultant.
- b) The President shall have prepared a list of all PEA-HESU Chapter members in good standing. The name of each member shall be on an individual slip of paper and placed in a container. The President shall draw ten (10) names from the container and these shall constitute the Trial Panel.
- c) The accused and the accuser shall each have the right to challenge two (2) members on the Trial Panel. The first of six (6) unchallenged members shall constitute the Trial Panel. Of these six (6) members, the last two (2) shall serve as alternates to the Trial Panel. The President shall appoint one of the members on the Trial Panel to act as Chairperson.
- d) In the event of a determination which confirmed the validity of the charge or charges, the panel may expel, suspend, fine, or otherwise discipline such member. The determination shall be put into writing. Should the Trial Panel then act further, the accused and accuser shall receive a copy of the determination.

16.2 Emergency Suspension, Reimbursement:

- a) Where in the opinion of the Executive Board, a member engages in activities which are seriously detrimental to, or jeopardizing the interests or welfare of the Union, the Executive Board may immediately discipline such member, discipline shall include:
 - i. Written warnings
 - ii. Suspensions and termination of membership in the Union, any disciplinary suspension or termination of membership in the Union shall remain in effect until a determination has been rendered by a panel struck from members in good standing as provided in 16.1 above. A hearing shall be scheduled with seven (7) days of the suspension or termination of membership.
- b) The Union shall reimburse to members found innocent of the charge or charges against them, all expenses so incurred related to the hearing, including loss of wages.

16.3 Appeal

Any member dissatisfied with the determination by a panel of members in good standing upon hearing of charges may appeal to the Annual General Meeting. The

decision of the Annual General Meeting shall be final.

ARTICLE 17 – MEETINGS

- 17.1** There will be no less than 3 meetings a year, which will coincide with HEU Staff meetings. One such meeting shall be in December meeting and shall be the Annual General Meeting.
- 17.2** The meetings shall be at any time during the months mentioned in 17.1 above, at the discretion of the President.

ARTICLE 18 – OBLIGATION OF OFFICERS AND EXECUTIVE BOARD MEMBERS

I, _____ in the presence of these witnesses, do hereby swear that I will carry out the duties of my offices to the best of my ability, and upon the completion of my term of office, surrender to the Union or successor in office all property of the Union in my possession.

ARTICLE 19 – INITIATION OF NEW MEMBERS

I, _____ in the presence of these witnesses, do hereby swear that I will abide by the Constitution and By-Laws of the Union, and that I will make every effort to attend its meetings, and at all times conduct myself in an honourable and orderly manner, and be charitable in my judgement of my fellow members, and never from selfish motives wrong a fellow member or see them wronged if in my power to prevent it.

POLICIES & RESOLUTIONS

APPOINTMENT OF DELEGATES

The Executive is charged with appointing delegates to committees (December 2007)

In the event a callout for local delegates to events can be addressed at the next local meeting delegates will be elected by the membership except for committee work as above.

In the event a call out for local delegates to events cannot be addressed at the next local meeting, the following procedure will apply:

The Executive Board will:

1. Review the nature of the event and its usefulness to the work of the local
2. Review what contribution this event could make to the skills and abilities of our members and their development as trade unionists, and the contribution they can bring back to the local
3. Review our past involvement with this type of event, if any, and whether or not it made a positive contribution to our work
4. Calculate the cost of the event and if this cost can be accommodated in our budget

Once these factors have been considered, the Executive will decide if we should send delegates to the event, and how many to send.

If the Executive determines we should send one or more delegates, they will:

- a) Put out a call to the membership by email with the relevant information and a deadline to express interest in attending the event
- b) Review the list of interested members, and make a decision as to who will go by considering the following:
 - I. The member's present involvement in the local
 - II. The member's expressed interest in getting more involved in the local
 - III. Providing as many members as possible the opportunity to attend events and bring information and skills back to the local
- c) Once the Executive has determined who the delegation will be, they will inform the local membership by email who is going to which event.

COUJO

COUJO delegates will take unpaid leave from HEU; the PEA-HESU Chapter will pay per diem to delegates. The PEA-HESU Chapter will reimburse HEU for wage loss and MEPC shall reimburse the PEA-HESU Chapter (09.16.08)

DISABILITY/INJURY CLAIM ASSISTANCE

The PEA-HESU Chapter will provide up to \$200.00 to assist members obtain medical opinions. (9.30.09)

DONATIONS

The fund for the Political and Community Donations is to be \$5000.00 per year. It is not accumulative year to year. Payments must be approved by the Executive for both Community and Political donations. (01.14.98)(12.16.14)

****Please note: Political Donations - On November 30, 2017, amendments to the Election Act (EA), and the Local Elections Campaign Financing Act (LECFA), came into force, which prohibit unions and corporations from contributing to provincial and municipal elections, among other changes (Amendments). The \$5,000 fund will be transferred to Community Sponsorships.**

CHRISTMAS/HOLIDAY DONATIONS

The fund for Christmas/Holiday donations is to be \$5,000 per year. It is not accumulative year to year. The deadline for Christmas/Holiday donations is November 30th each year. Payments must be approved by the Executive and the Executive will provide in writing all donations made. (12.3.13)(12.16.14)

EDUCATION FUND

The PEA-HESU Chapter will establish an education fund in the amount of \$2000 every year. Members can access the fund for union/labour education by making a proposal, in writing to the Executive for education and training, which must include a commitment to active participation at the local union. The Executive will have the authority to approve or deny the request. (06.11.07)

LEAVE FROM THE UNION

Members taking leave from the bargaining union to fill excluded positions with the HEU, for a maximum of 18 months, one time in any 24-month period will be suspended from membership in the Union for the duration of that leave. They shall be entitled to regain full membership in the Union at the end of the leave.

Any member taking such leave for more than 18 months, one time in any 24-month period, shall cease to be a member of the union.

While a member is suspended pursuant to this policy, in addition to any other consequences, their right to attend meetings on the union and their obligation to pay dues to the union, shall be suspended. (9.17.03)(11.15.22)

LONG SERVICE RECOGNITION/HONORARIUM

By virtue of their long service, Executive members who have served more than one 2-year term shall receive an honorarium equal to \$150 per year of service at the end of their term. For example, an Executive member who has served 5 terms (10 years) shall receive \$1,500 (10 x \$150 = \$1,500) when they step down from the Executive. This shall be retroactive to December 2019. Moving forward each Executive shall receive an honorarium of \$300.00 at the end of their 2 year term. (12.04.21)

MILEAGE

Mileage for union business shall match the Canada Revenue Agency (CRA) rates. (12.06.06)(12.16.14)(03.20.18)(11.15.22)

PER DIEMS

Per diems shall be \$90 out of town (out of the region you work in and/or staying in a hotel) and \$55 in town (for meetings 3 hours or more in length). (12.06.06)(12.16.14)(03.20.18)(11.15.22)

RETIREMENT GIFT

Retiring members shall receive \$1,000.00. (12.16.14)(12.4.19)

SIGNING AUTHORITY

Signing authority is to include Vice President. (01.18.10)

UNION LEAVE FORMS

Members applying for union leave MUST fill out forms and submit the forms to the PEA-HESU Chapter Treasurer. (10.05.04)(03.20.18)

UNION COMMITTEE

The Union Committee shall be President, Secretary, Chief Shop Steward and Clerical Shop Steward or alternates as appointed by the Executive. This committee shall have the authority to resolve grievances as long as no fewer than 2 Executive members are present. (5.18.05)(12.05.07)

The Executive Board is charged with making appointments to Union Committees. (12.05.07)

BURSARY COMMITTEE GUIDELINES

The Bursary Committee has purposely kept the guidelines for application as simple as possible.

The bursaries are for PEA-HESU Chapter members, including HEU members on a temporary assignment, and their immediate family.

Immediate family is defined as daughter, son, step-daughter, step-son, spouse, and common law partner.

The Bursary Committee has a budget of \$10,000 annually. Ten (10) bursaries of \$500.00 each are awarded twice a year, in November and May. If there are less than ten (10) applicants, the \$5000.00 is divided equally between those who applied. However, the bursary is not to exceed the cost of tuition, required books and equipment.

Bursaries are awarded for academic, secondary and post-secondary courses only. Applicants will need to provide documentation of accreditation.

Application deadlines are April 30 and October 31 of each year. Applications received after those deadlines will be returned to the applicant who may re-submit for the next term.

IMPORTANT: The application forms must be filled out completely, and must include the name of the member and a receipt to show proof of payment.

Incomplete applications will not be considered; however, the committee will endeavor to contact the applicant so that he/she can make the required changes or attach the required documentation.

FIRST TIME APPLICANTS ARE GIVEN FIRST RIGHTS TO ACCESS BURSARY.

If there are no first time applicants and more than ten (10) bursary applications are received, and once the committee has determined all prerequisites are met, the names are placed in a draw and the first ten (10) names will receive a bursary. The bursary is paid directly to the successful applicant.

TO APPLY FOR A BURSARY, THE FORMS ARE AVAILABLE WITH THE COMMITTEE OR CONTACT

ONE OF THE TABLE OFFICERS.

GOOD AND WELFARE

1. In the event of a death in the family a floral arrangement or fruit basket shall be sent to PEA-HESU Chapter members. Family would include Parents (or alternatively, step-parent or foster-parent), Spouse or Common Law Spouse, Child, Step-Child, Brother, Sister, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law, Grandparent, Grandchild, Legal guardian, and relative permanently residing in the employee's household or with whom the employee permanently lives.
2. A floral arrangement or fruit basket will be sent to members who are away from the workplace due to illness/injury/surgery for 4 weeks for PEA-HESU Chapter members (the 4 week criteria always needs to be met, no exceptions).
3. A card (from the florist) will accompany the floral arrangement or fruit basket.
4. The maximum cost is \$60.00 plus taxes and delivery charge.