

PIPSC Health Services (SH) GROUP CONSTITUTION AND BY-LAWS

PREAMBLE

These By-Laws, in general, pertain to matters of Group organization not covered by the By-Laws and Policies of The Professional Institute of the Public Service of Canada and are made pursuant to those By-Laws and Policies.

DEFINITIONS

"Institute and/or PIPSC" means The Professional Institute of the Public Service of Canada.

"Members" means those who meet the requirements of By-Law 3 (Membership).

'Employer' shall be as defined in the Group's collective agreement.

"President" means the President of the Group, unless otherwise specified.

"Professions" one of nine professions practiced by the members of the group:

- Dentistry
- Nutrition and Dietetics
- Medicine
- Nursing
- Occupational and Physical Therapy
- Pharmacy
- Psychology
- Social Work
- Veterinary Medicine

"SH Group" means Health Services Group.

"Vice-President" means the Vice-President of the Group, unless otherwise specified.

"NU-EMA" means Medical Adjudicator.

"VAC" means Veterans Affairs Canada.

"CSC" means Correctional Service Canada.

"DND" means Department of National Defence.

"ISC" means Indigenous Services Canada.

"Northern Nurse" means A registered nurse employed by ISC as a CHN to provide primary care and promote community health, on site, in remote or isolated communities. CWIS type 1 and 2.

As per SH Collective agreement:
Definitions

- "Remote community (Type 1)" means a community with no scheduled flights, minimal telephone or radio services and no road access (« communauté éloignée »).
- "Isolated community (Type 2)" means a community with scheduled flights, good telephone services and no year-round road access (« communauté isolée »).
- The list of remote and isolated communities can be found in Indigenous Services Canada's Community Workload Increase System (CWIS).

BY-LAW 1 NAME

The name of this organization shall be the PIPSC Health Services (SH) Group, hereinafter referred to as the "Group".

BY-LAW 2 GROUP AIM

The aim of the Group shall be to further the professional interests of its members; to protect the status and standards of their professions; to formulate and express the views of the members on matters affecting them, and to ensure that the interests of the Group are represented in all proceedings of the employer and of the Institute that may affect the Group. The Group Executive shall speak for the Group in dealing with the Institute. This in no way infringes on the right of an individual to approach the Institute on his own behalf.

BY-LAW 3 MEMBERSHIP

3.1 Any member who belongs to the Group and who is a Regular member of the Institute shall also be a Regular member of the Group.

3.2 Any Regular member of the Group who becomes a Retired member of the Institute shall also become a Retired member of the Group.

BY-LAW 4 RIGHTS OF MEMBERS

4.1 Except as provided in By-Law 4.2 and 4.3.1, only Regular members shall be eligible to vote on matters related to collective negotiations, including the method of dispute resolution and the ratification of proposed collective agreements.

4.2 Retired members who cease to be Regular members during the retroactive period of a collective agreement have the right to vote on that tentative agreement that affects them.

4.3 Except as provided in 4.3.1, only Regular members shall be eligible to hold office, nominate members for positions on the Group Executive, propose amendments to the Constitution and By-Laws of the Group, and vote in Group affairs. **(2022)**

4.3.1 A Regular member who retires during their term on the Executive may complete their term, and retain all of the same rights of the Regular members until the end of their term, provided they have 12 months or less remaining of their term on the executive.

4.4 Regular and Retired members shall be eligible to attend and speak at General Meetings of the Group.

BY-LAW 5 FINANCES

5.1 Fiscal Year: The fiscal year of the Group shall be the calendar year.

5.2 Expenditures: The Group Executive shall expend such monies as it considers necessary for the conduct of the business of the Group.

5.3 Group Funds: Group funds will be maintained in an account assigned by the Institute.

5.4 Signatures: Financial transactions shall require the signatures of any two (2) of the President, Vice-President, Secretary and Treasurer of the Group. A signing officer for a cheque cannot also be

the payee. A written account shall be kept of all expenditures.

5.5 Auditing: As required, auditing and verification procedures shall be carried out by members of the Group who are not responsible for the administration of Group funds.

BY-LAW 6 GROUP EXECUTIVE

6.1 Role: The Group Executive shall exercise the authority of and act on behalf of the Group on all matters subject to this constitution between general meetings of the Group.

6.2 Composition: The Group Executive shall be comprised of the maximum number permitted by Institute By-Laws and Regulations.

6.2.1 The Group will be allowed up to fifteen (15) executive members as long as it represents nine or more bargaining groups and has over 2000 members.

6.2.2 Of the fifteen (15) elected members, there shall be five (5) nurses and one member from each of the other professions. Therefore, each profession will have at least one representative on the Group Executive. Of the fifteen (15) elected members, thirteen (13) will be elected as per the description in 6.4.1.

Beginning in 2024, two members at large (MAL) will also be elected for a two (2) year term, in alternating years, to make up any under-represented region, profession or department. These under-representations will be identified by the Group Executive prior to the call out for the MAL elections. To allow for the transition to the election of members at large on alternate years, the 2024 election process will elect one MAL for a one-year term and one MAL for a two-year term. Following this transition all member at large (MAL) elections will be for terms of two years, will take place in alternating years, and will occur as part of the annual elections of other executive positions referred to in 6.4.1.

6.2.3 Of the five (5) nurses to be elected there will be one Nurse Practitioner, one NU-EMA, one from CSC, one Northern Nurse, and one Nurse from any

of the other departments, including ISC (excluding Northern Nurse), DND, VAC, HC, etc .

6.3 Officers: Each year, at the first meeting following an election, the Group Executive shall elect a President, Vice-President, Secretary and Treasurer from the elected members of the Group Executive.

6.4 Term of Office: The term of office for an elected Group Executive member shall be three years unless otherwise specified. One third of members of the Group Executive members plus the MAL's will be elected each year as defined in 6.4.1.

6.4.1 Starting In 2023,the positions for Pharmacy, Psychology, and Northern Nurse, and Nurse Practitioner shall be elected.

In 2024, the positions of Medicine, Nutrition and Dietetics, Dentistry, Veterinary Medicine and NU-EMA shall be elected. For this transition year, a one-year term MAL and a two-year term MAL will also be elected as described in 6.2.2.

In 2025, the positions of CSC Nursing, Occupational and Physical Therapy, Social Work and Nursing from any other department as stated in 6.2.3, shall be elected. A two-year term MAL shall also be elected.

In 2026, the positions for Pharmacy, Psychology, Northern Nurse, Nurse Practitioner, and a two-year term MAL shall be elected.

In 2027, the positions of Medicine, Nutrition and Dietetics, Dentistry, Veterinary Medicine, NU-EMA, and a two-year term MAL shall be elected.

6.5 Meetings: The Group Executive shall meet as frequently as is required, but at least twice a year.

6.5.1 Any six members of the Group Executive can call an extraordinary meeting of the Executive, providing notice has been given according to these by-laws.

6.6 Quorum: A quorum shall consist of a majority of the voting members of the Group Executive.

6.7 Voting: Decisions shall be by majority vote.

6.8 Vacancies

6.8.1 If the position of the President becomes vacant for any reason, the Vice-President shall become President until the next election of officers.

6.8.2 If the position of the Vice President, Treasurer, or Secretary becomes vacant for any reason, the remaining members of the Group Executive may select an eligible member of the Group Executive to fill the vacancy until the next election of officers.

6.8.3 If a position on the Group Executive becomes vacant for any reason, the remaining members of the Group Executive may appoint an eligible member of the Group to fill the position until the end of the elected term. The Group Executive will make every effort to ensure a vacancy is filled by a member of the same profession and, in the case of a nursing position, the same department. If this can't be achieved for any reason the position will remain vacant until such a time as this can be accomplished or a new election for the position is called.

6.8.4 Any member of the Group Executive who is absent from two (2) consecutive meetings of the Executive without valid reason shall be considered to have resigned from the Group Executive.

6.9 DUTIES

6.9.1 President: The President shall call and preside at all meetings of the Group and of the Group Executive and shall present to the Annual General Meeting a report on Group activities.

6.9.2 Vice-President: The Vice-President shall assist the President in the performance of his/her duties and, in the absence of the President, perform the duties of that position.

6.9.3 Secretary: The Secretary shall be responsible for sending notices of all meetings of the Group and of the Group Executive. The Secretary shall record minutes of meetings, including attendance, maintain records and correspondence of the Group and of the Group Executive, and shall ensure that a copy of minutes are filed with the Institute.

6.9.4 Treasurer: The Treasurer shall maintain the financial records of the Group as required by

Institute policy, prepare a financial report for each meeting of the Group Executive and each General Meeting of the Group, submit a detailed financial statement to the Institute as required, and prepare the request for the annual allowance of the Group. Copies of the financial report shall be available to all Group members.

6.9.5 The remaining members of the Group Executive shall perform such duties as assigned by the Executive.

6.9.6 Committees: The Group Executive shall establish committees as necessary, with terms of reference and membership to be decided by the Group Executive. Committees shall be dissolved by majority vote of the Group Executive.

BY-LAW 7 ELECTIONS

7.1 Elections Committee The Group Executive shall appoint an Elections Committee to receive nominations for positions on the Group Executive, and to conduct the elections. Any member of the Elections Committee who becomes a candidate in the election shall resign from the Elections Committee.

7.2 Procedure for Nomination

7.2.1 The Elections Committee shall distribute a request for nominations to all Regular members of the Group at least four (4) weeks prior to the closing date for nominations.

7.2.2 Nominations must be supported by at least two (2) members of the Group and the nominee must indicate a willingness to serve if elected.

7.2.3 No member shall be a candidate for more than one (1) position on the Executive in any given election.

7.2.4 Nomination forms must be received at the National Office of the Institute by the close of business on a date to be determined by the Elections Committee. In the event that insufficient nominations are received to fill the vacancies, the Elections Committee shall attempt to obtain the names of additional persons willing and able to serve sufficient to fill the remaining vacancies. If none are forthcoming, the Group Executive may appoint someone to that position.

7.2.5 The Elections Committee shall scrutinize the nominations for eligibility and, if necessary, arrange for ballots to be distributed to all members eligible to vote in the election.

7.3 Election Procedure

7.3.1 The Election Committee shall serve as Returning Officers and shall establish procedures for the efficient conduct of an election, the counting and tabulating of ballots and all matters directly related thereto not otherwise specified in these By-Laws.

7.3.2 Ballots must be distributed at least four (4) weeks prior to the date set as the deadline for the return of ballots.

7.3.3 Ballots must be received at the National Office of the Institute by the close of business on a date to be determined by the Elections Committee.

7.3.4 The candidate receiving the highest number of votes for a position shall be declared elected.

7.3.5 The Elections Committee shall ensure the membership is informed of the results of the election as soon as possible.

7.3.6 The newly elected Group Executive members shall take office immediately following the announcement of the results of the election.

BY-LAW 8 GENERAL MEETINGS OF THE GROUP

8.1 Annual General Meeting

8.1.1 The Annual General Meeting of the Group is its supreme governing body, except that it has no jurisdiction in the following areas:

- (a)** the ratification or rejection of contracts;
- (b)** the selection of collective bargaining method;
- (c)** the selection of members of the Group Executive, and
- (d)** the selection of members of the Bargaining Committee.

8.1.2 The Group Executive shall call an Annual General Meeting of the membership once each calendar year and not more than fifteen (15) months

apart. Members shall be notified of the meeting and of any proposed changes to this constitution at least four (4) weeks prior to the date of the meeting.

8.1.3 The Annual General meeting shall be held in a location that will minimize the cost to the Institute.

8.1.4 Attendance: Both Regular and Retired members may apply to attend and speak as observers at Annual General Meetings.

8.1.5 Delegates: Except as provided in 4.3.1, only Regular members of the SH Group may apply and be delegates to the Annual General Meeting. Only delegates shall be entitled to vote. Delegates shall be appointed as follows:

8.1.5.1 Group Executive: Each member of the Group Executive shall be a delegate.

8.1.5.2 Regions: There shall be one (1) additional delegate for every two hundred (200) members of the Group rounded to the nearest two hundred (200). Where possible, these delegates will be regionally apportioned based on the relative population of members in each region.

8.1.5.2.1 The number of members in each Region and the total number of members shall be the number as of December 31st of the previous year.

8.1.5.3 The Group Executive shall select the delegates. The decision of the Group Executive will be binding and there will be no appeal process.

8.1.5.4 Substitutes: Any delegate may be represented by a substitute who shall be authorized, in writing, by the Group Executive. The substitute shall be entitled to vote and take part as though he were a delegate. No person shall carry more than one (1) vote.

8.1.6 Quorum: Quorum at Annual General Meetings of the Group shall constitute fifty percent plus one (50% + 1) of the delegates in attendance at the beginning of the meeting.

8.1.7 Agenda: The agenda shall include the following items:

Roll Call (members of the Group Executive)
Approval of the Agenda

Adoption of the Minutes of the previous Annual General Meeting
Business Arising from the Minutes
Report of the President
Annual Financial Report
Approval of Budget
Report of the Elections Committee
New Business, including proposed By-Law Amendments.

8.1.8 Voting: All delegates present at the Annual General Meeting are eligible to vote. Voting shall normally be by a show of hands and each delegate shall have one (1) vote. Decisions shall be by a simple majority vote.

8.1.9 Filing of Documents: Each year, following the Annual General Meeting, the Group Executive shall submit a copy of the draft AGM minutes, the annual financial report and the elections report to the Office of the Executive Secretary of the Institute prior to end of the calendar year.

8.2 Special General Meetings

8.2.1 A Special General Meeting of the Group shall be called by the Group Executive or at the written request of at least 5% of voting members of the Group. This meeting shall be held within six (6) weeks of such call or request. Only the matter(s) for which the Special General Meeting was called shall appear on the agenda.

8.2.2 The same requirements shall apply to the quorum and voting at Special General Meetings as are prescribed for the Annual General Meeting.

BY-LAW 9 RULES OF PROCEDURE

At any meeting of the Group or Group Executive, matters of procedure, insofar as they are not specifically provided for, shall be governed by a majority vote of the members present and voting on the matter of procedure. The Chair of such meeting shall first rule on any matter of procedure or order and shall, in the absence of any By-Law to the contrary, rely upon and be governed by the latest edition of the American Institute of Parliamentarians Standard Code of Parliamentary Procedure or "Le code des procédures des assemblées délibérantes" available at the meeting.

BY-LAW 10 CONSTITUTION AND BY-LAWS

10.1 These By-Laws may be amended at a General Meeting of the Group or by a referendum of the Group. In either case, approval for amendments requires a simple majority of those voting.

10.2 All proposals for amendments to these By-Laws shall be submitted, in writing, to the Group Executive. Proposed amendments may be submitted by any Regular member of the Group. The notice of the Group meeting at which the amendments will be considered, shall include:
a) the article to be amended; and
b) the new wording

10.3 Any amendments to this Constitution shall be submitted to the Institute By-Laws and Policies Committee for review.

10.4 This Constitution and By-Laws and any amendments thereto shall take effect upon approval by the Institute and ratification by the Group membership.

BY-LAW 11 REGULATIONS

11.1 The Group Executive may make such Regulations and any amendments thereto, not inconsistent with these By-Laws, as it deems necessary or convenient for the operation of the Group.

11.2 All proposed Regulations and amendments thereto shall be submitted to the Institute for review and approval. They shall take effect on a date determined by the Group Executive, but not earlier than the date they were approved by the Institute.

11.3 Each such Regulation shall be presented to the next General Meeting of the Group, and may be rescinded or amended by such meeting. These constitute changes to the Regulations and shall be subject to Article 11.2.

BY-LAW 12 CONTEXT AND GENDER

In this Constitution and By-Laws, expressions in the masculine or feminine gender, in plural or in singular, may be substituted to give effect to the true meaning of the Constitution and By-Laws.

BY-LAW 13 DISCIPLINARY MEASURES

Disciplinary measures may be taken in accordance with the By-Laws and Policies of the Institute.

Regulations

R5.2.1 Up to five thousand dollars (\$5000) is allocated in the annual budget of the Group for members, professional Groups, Sub-Groups, or Branches for the promotion of activities of members of the SH Group.

R5.2.2 Upon written application to the SH Group Executive, all or part of the allocation may be granted to a:

- Professional Group
- Sub-Group
- Local Area (Branch)
- Individual Member for the purpose of:
 - Promoting SH Group activities
 - Increasing / improving SH group communication
 - Increasing / improving SH Group organization

R5.2.3 All applications shall include Purpose, Rationale, Projected Budget

R6.9.6 Bargaining Committee

R6.9.6.1 A questionnaire shall be prepared by the Group Executive, keeping in mind the concerns raised by the members between rounds of bargaining. The results of the questionnaire, amongst other things, shall be used to formulate demands and set priorities for the bargaining of a new Collective Agreement.

R6.9.6.2 When deemed necessary by the Group Executive, a bargaining conference shall be held prior to the expiry of the Collective Agreement to further formulate demands and refine the priorities for the bargaining. Selection of the participants to the bargaining conference shall be made to reflect an equitable representation, keeping in mind the regional, departmental and classification make up of the Group. Gender and language will be considered when possible.

R6.9.6.3 The Bargaining Committee is a committee of the Group Executive. The members of the Bargaining Committee shall act on behalf of the

Group in bargaining the Collective Agreement with the employer. The Bargaining Committee shall keep the Group Executive informed of the progress of negotiations.

R6.9.6.4 The Bargaining Committee shall normally be established within the twelve (12) months preceding the expiry of the Collective Agreement. A call for nomination shall be posted on the Institute Website and sent to all stewards and subgroup executives at least six (6) weeks prior the closing date for nominations. Nominations must be supported by at least two (2) Regular members of the Group and the nominee must indicate a willingness to be part of the Bargaining Committee if selected.

R6.9.6.5 The President of the Group shall normally not be part of the Bargaining Committee to ensure impartiality in the selection process and supervision of the Bargaining Committee.

R6.9.6.6 The members shall be selected by the Group Executive.

R6.9.6.7 The Bargaining Committee shall normally be composed of ten (10) members.

R6.9.6.8 The Bargaining Committee shall normally include four (4) nurses, one (1) NU-EMA and one (1) psychologist. The remaining four (4) positions shall be filled by representatives of the smaller groups (Dentistry, Nutrition and Dietetics, Medicine, Occupational and Physical Therapy, Pharmacy, Social Work, and Veterinary Medicine). In consideration of R6.9.6.9 the Bargaining Committee will be selected from the list of members that have put their name forward for consideration.

R6.9.6.9 Efforts shall be made to have representation by regions, departments, and, when possible, consider language, gender, and minority representation.

R6.9.6.10 When possible, when making the selection of the Bargaining Committee members, no more than half of the Bargaining Committee members shall be a member of the Group Executive.

R6.9.6.11 When possible, when making the selection of the Bargaining Committee members, no

more than half of the Bargaining Committee shall have belonged to previous Bargaining Committees.

R6.9.6.12 Replacement of the Bargaining Committee members shall only be done for valid reasons and by the Group Executive. In consideration of R6.9.6.9, where possible, the replacement will be selected from the list of members that have put their name forward for consideration for Bargaining Team selection.

R6.9.6.13 The members of the Bargaining Committee shall select the Chair of the Bargaining Committee.

R6.9.6.14 All tentative Collective Agreement negotiated by the Bargaining Committee shall be submitted to the Group Executive for review and then submitted to all Regular members for approval or rejection by a vote. Communication of the tentative Collective Agreement shall be accompanied by written comments from the Bargaining Committee. Ratification of the tentative Collective Agreement shall be by majority vote of the Group members who voted.

R6.9.6.15 The term of the Bargaining Committee shall normally end once the next Bargaining Committee is selected.

R8.1.5.3 Preferential consideration will be given to:

- Stewards
- Recommendations from any PIPSC constituent body
- Members from under-represented professions, departments or regions
- Any active member who identifies interest in attending

**Approved by the Board of Directors
April 29, 2000**

**Amendments Approved by the Board of Directors,
March 31, 2001**

**Amendments Approved by the Board of Directors
September 21, 2002**

**Amendments Approved by the Board of Directors
March 4, 2004**

**Amendments Approved by the Board of Directors
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**Amendments Approved by the Board of Directors
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**Amendments approved by the Board of Directors
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**Amendments approved by the Board of Directors
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**Amendments approved by the Board of Directors
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**Amendments approved by the Board of Directors
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**Amendments approved by the Board of Directors
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