

BYLAWS



**Canadian Union of Public Employees
Local No. 1975
(University Employees' Union)**

**PROPOSED BYLAWS AS APPROVED AT THE OCTOBER GENERAL
MEMBERSHIP MEETING IN SASKATOON, AWAITING VOTE IN REGINA.**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NO.</u>
PREAMBLE	1
ARTICLE 1 - NAME.....	1
ARTICLE 2 - OBJECTIVES.....	1
ARTICLE 3 - INTERPRETATION & DEFINITIONS.....	2
ARTICLE 4 - ELIGIBILITY FOR MEMBERSHIP AND MEMBERS IN GOOD STANDING	3
ARTICLE 5 - MEMBERSHIP MEETINGS - REGULAR AND SPECIAL	3
ARTICLE 6 - VOTING OF FUNDS.....	5
ARTICLE 7 - OFFICERS.....	5
ARTICLE 8 - EXECUTIVE BOARD.....	6
ARTICLE 9 - DUTIES OF OFFICERS	7
ARTICLE 10 - OUT OF POCKET EXPENSES	11
ARTICLE 11 - FEES, DUES, AND ASSESSMENTS.....	12
ARTICLE 12 - INDEMNITY CLAUSE.....	12
ARTICLE 13 - NOMINATION, ELECTION AND INSTALLATION OF OFFICERS AND COMMITTEE MEMBERS	13
ARTICLE 14 - DELEGATE SELECTION	16
ARTICLE 15 - DELEGATE REIMBURSEMENT OF EXPENSES	17
ARTICLE 16 - COMMITTEES.....	18
16.1 <i>Negotiating Committee</i>	18
16.2 <i>Local Staff Labour Relations Committee</i>	19
16.3 <i>Bylaw Committee</i>	19
16.4 <i>Special Committees</i>	19
16.5 <i>Joint Employer/Union Committees</i>	19
16.6 <i>Standing Committees</i>	19
16.6.1 Grievance Committee	20
16.6.2 Education and Public Relations Committee	20
16.6.3 Skopein Committee.....	21
16.6.4 Membership Assistance Committee (Good and Welfare)	21
16.6.5 Social and Sports Committee.....	21
16.6.6 Occupational Health and Safety Committee.....	22
16.6.7 Bursary Committees	22
16.6.8 Strike Support Committee.....	23
ARTICLE 17 - AFFILIATIONS	23
ARTICLE 18 - JOINT COUNCIL.....	23
ARTICLE 19 - DIVISION OF DELEGATES BETWEEN LOCALS.....	24
ARTICLE 20 - LOCAL RESPONSIBILITIES.....	24
ARTICLE 21 - RULES OF ORDER.....	25
ARTICLE 22 - AMENDMENT	25
APPENDIX "A"	26
<i>CUPE RULES OF ORDER</i>	26
APPENDIX "B"	29
<i>SASKATOON SUB-LOCAL STANDING MOTIONS</i>	29
APPENDIX "C"	30
<i>SASKATOON LOCAL, EXPENSE ALLOWANCE POLICY</i>	30

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NO.</u>
APPENDIX “D”	31
<i>SASKATOON LOCAL, FAMILY CARE POLICY</i>	31
APPENDIX “E”	32
<i>SASKATOON LOCAL, RULES FOR CANDIDATES AND ELECTION COMMITTEE</i> ...	32
APPENDIX “F”	33
<i>SASKATOON LOCAL GRIEVANCE HANDLING POLICIES AND PROCEDURES</i>	33
APPENDIX “G”	35
<i>SASKATOON LOCAL</i>	35
<i>NORM QUAN MEMORIAL BURSARY REQUIREMENTS</i>	35
APPENDIX “H”	37
<i>SASKATOON LOCAL</i>	37
<i>GLEN MAKAHONUK MEMORIAL – CUPE 1975</i>	37

PREAMBLE

In order to improve the social and economic welfare of its members while respecting age, race, colour, national origin, ability, political affiliation, religious affiliation, gender, marital status, sexual orientation, place of residence, community, to promote efficiency, dignity and respect in public employment and to manifest its belief in the value of the unity of organized labour, this local of the Canadian Union of Public Employees (hereinafter referred to as CUPE) has been formed.

The following By-Laws are adopted by the Local pursuant to, and to supplement, Appendix "B" of the CUPE Constitution, to safeguard the rights of all members, to provide for responsible administration of the Local, and to involve as many members as possible through the sharing of duties and responsibilities.

ARTICLE 1 - NAME

- 1.1 The name of the Local shall be University Employees' Union, Canadian Union of Public Employees, Local No. 1975.

ARTICLE 2 - OBJECTIVES

The objectives of the Local are to:

- 2.1 Secure adequate remuneration for work performed and generally advance the economic and social welfare of its current and retired members and of all workers;
- 2.2 Support CUPE in reaching the goals set out in Article II of the CUPE Constitution;
- 2.3 Provide an opportunity for its members to influence and shape their future through free democratic trade unionism, regardless of religion, race, creed, gender, sexual orientation, age, ability, political affiliation or nationality; and,
- 2.4 Encourage the settlement by negotiation and mediation of all disputes between the members and their Employer while attempting to promote a harmonious relationship with the Employer.
- 2.5 Encourage the organization of all workers.
- 2.6 Whenever possible, to support unionized labour (airlines, hotels, supplies, etc.)

ARTICLE 3 - INTERPRETATION & DEFINITIONS

- 3.1 Numbers of Articles at the end of sections or sub sections refer to relevant articles of the CUPE Constitution which should be read in conjunction with these by-laws.
- 3.2 National Office refers to CUPE headquarters, Ottawa, and the abbreviation "CUPE" is always used with a national connotation, unless stated otherwise.
- 3.3 Constitution, wherever mentioned, shall refer to the most recent National Constitution of the Canadian Union of Public Employees.
- 3.4 Bylaws, wherever mentioned, shall refer to the most recent Bylaws of the Canadian Union of Public Employees Local No. 1975.
- 3.5 Collective agreement, wherever mentioned, shall refer to the most recent bargaining agreement between the Canadian Union of Public Employees' Local No. 1975 and The Employers.
- 3.6 Officers or Table Officers, wherever mentioned, shall refer to the President, First and Second Vice Presidents, Recording Secretary and Secretary-Treasurer.
- 3.7 Executive Board, wherever mentioned, shall refer to the President, First and Second Vice Presidents, Recording Secretary, Secretary-Treasurer, Grievance Chair and Members at Large.
- 3.8 Local(s) shall mean the area(s) represented by the following outline:
1. Regina Local – those members working for or on behalf of the University of Regina or related. (First Nations University of Canada, Aramark Canada Limited, MacKenzie Art Gallery.)
 2. Saskatoon Local– those members working for or on behalf of the University of Saskatchewan or related. (U of S Campus Cove, Prairie Swine Centre Elstow Research Farm Inc., Prairie Swine Centre Floral, U of S Students Union, U of S Faculty Club,
- 3.9 Labour movement is defined as any labour organization, to which the Locals are affiliated, including C.U.P.E. National, C.U.P.E. Saskatchewan Division, Canadian Labour Congress, Saskatchewan Federation of Labour, District Labour Councils and any cause or organization approved by these groups.
- 3.10 Majority equals fifty percent plus one of those members voting.

ARTICLE 4 - ELIGIBILITY FOR MEMBERSHIP AND MEMBERS IN GOOD STANDING

- 4.1 All workers who would come within the bargaining scope of the Union established by the most recent certification are eligible for membership.
- 4.2 Upon approval of the membership eligible workers shall be admitted to membership in the Union upon signing an application form as required by the Union and by paying the fees and/or dues as may be determined by the Union, as provided herein under Article 13.
- 4.3 New members shall be provided with a Local 1975 orientation.
- 4.4 All permanent workers performing duties of a seasonal or casual nature shall, during periods of layoff, be deemed as members in good standing. They shall be entitled to full participation in the affairs of the Local and they shall be able to hold Executive office and vote on all matters concerning the Local. It shall be their responsibility to be kept informed of any meeting dates.
- 4.5 An employee who, on an approved leave of absence, accepts employment with another employer outside of the labour movement shall not be eligible to attend schools, conferences, conventions, etc. on behalf of the Local. In addition, they shall have voice but no vote at meetings of the Local.
- 4.6 Other than the exceptions as listed in Articles 4.4 & 4.5, all members in good standing shall have the right to full participation in the affairs of the Local. They shall be able to hold Executive office and vote on all matters concerning the Local. A member in good standing is a person who has paid the initiation fee, and is currently paying dues to the Union. In the event of a member being discharged from their employment and where the Local has agreed to pursue the matter to arbitration, they shall be considered as members in good standing until a decision in the matter has been rendered and decisions of all subsequent appeals as deemed appropriate by the Grievance Committee have been rendered.

ARTICLE 5 - MEMBERSHIP MEETINGS - REGULAR AND SPECIAL

- 5.1 The regular membership meetings for the Regina Local shall be held each month on the second (2nd) Wednesday. If the regular meeting date has been changed, the Executive Board shall give at least one week's notice of the change in the date of the regular meeting.
- 5.2 The regular membership meetings for the Saskatoon Local shall be held monthly, generally on the fourth (4th) Tuesday. The Executive Board shall give at least one week's notice of the date, time and location of the regular meeting.

- 5.3 Special membership meetings of either Local may be ordered by the Executive Board or requested in writing by no fewer than thirty (30) members. The President shall call a special meeting to be held within ten (10) calendar days when so ordered or requested and shall see that all members receive at least forty-eight hours notice of the special meeting and the subject(s) to be discussed. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.
- 5.4 A quorum for the transaction of business at any regular or special meeting of either Local shall be thirty (30) members.
- 5.5 The suggested order of business at regular membership meetings is as follows:
1. Reading of Equality Statement (Appendix I)
 2. Call to Order
 3. Roll Call of Officers
 4. Voting on New Members and Initiation
 5. Approval of minutes of previous meeting
 6. Matters arising out of the minutes
 7. Treasurer's Report
 8. Executive Board Recommendations
 9. Reports of Committees and Delegates
 10. Nominations, Elections, or Installations
 11. Unfinished Business
 12. New Business
 13. Members Concerns
 14. Good of the Union
 15. Adjournment
- 5.6 Voting Unit Meetings: It is suggested that Executive Members at Large hold one meeting every three (3) months within their voting unit. In the event that more meetings are required, the Executive Members at Large will be authorized to hold those meetings. The Executive Member at Large and one (1) table officer will be required to attend. Issues arising at unit meetings will be forwarded to the Executive for action. Any actions taken by the Executive will be reported back to the area by the Member at Large. The agenda for the area meeting will be as follows:
- 1) Reading of Equality Statement
 - 2) Executive Board Report
 - 3) New Business
 - 4) Members Concerns
- 5.7 All business and discussion which takes place at any meeting is confidential to our membership. It is a serious violation of the oath of obligation to discuss any matter which has been brought up at these meetings with any person who is not a member in good standing as outlined in Article 4. Any member who violates this provision may be disciplined in accordance with the National Constitution.

ARTICLE 6 - VOTING OF FUNDS

- 6.1 Except for ordinary expenses, bills and appeals as approved at membership meetings, no sum shall be voted for the purpose of a grant or contribution to a member or any cause outside the Labour Movement, except by a notice of motion given in writing and dealt with at the following membership meeting. (Article B.4.4 of the CUPE National Constitution).

ARTICLE 7 - OFFICERS

- 7.1 The officers of each Local shall be the President, First Vice-President, Second Vice-President, Secretary-Treasurer, Recording Secretary, Grievance Chair, three (3) trustees, Sergeant-at-Arms, and Executive Members at Large as listed in 7.2.
- 7.2 All officers shall be elected from the membership at large, with the exceptions of the Executive Members at Large, who shall be elected by the following voting units of which he/she shall be a member.

Saskatoon Local:

U of S Caretakers	1 Executive-at-Large
U of S Maintenance – Trades, Steam Plant, Kinesiology	2 Executive-at-Large
U of S Library, Archives	1 Executive-at-Large
U of S Technicians, Security, Stores	2 Executives-at-Large
U of S Clericals, duplicating and printing services	4 Executives-at-Large
U of S Residence & Food Services	1 Executive-at-Large
U of S Farm Workers/Stockpersons, Herdsman, Horticulture	1 Executive-at-Large
U of S Students Union	1 Executive-at-Large
U of S Faculty Club	1 Executive-at-Large
Prairie Swine Centre Elstow Research Farm	1 Executive-at-Large
Prairie Swine Centre Floral	1 Executive-at-Large
U of S Campus Cove	1 Executive-at-Large
Student Employee Representative	1 Executive-at-Large

Regina Local:

U of R Caretakers - Campus wide	1 Executive-at-Large
U of R Library Workers - Campus wide (includes clerical within Library departments, and Archives)	1 Executive-at-Large
U of R Technicians Group - Campus wide	1 Executive-at-Large
U of R College Avenue Campus-All workers	1 Executive-at-Large
U of R Duplicating, Computing Services	1 Executive-at-Large
U of R Clerical - Ad.Hum. Building	1 Executive-at-Large

U of R Clerical Staff - Lab., Classroom	1 Executive-at-Large
U of R Library Buildings (includes CPRC, Social Work, Human Justice)	1 Executive-at-Large
U of R Clerical Staff - College West Education P.A.S., Mtce. & Campion	1 Executive-at-Large
U of R Physical Plant Staff – Trades Non-Trades, Steam Plant	1 Executive-at-Large
Aramark	1 Executive-at-Large
Mackenzie Art Gallery	1 Executive-at-Large
First Nations University of Canada	1 Executive-at-Large

- 7.3 All officers shall be elected by the membership of each Local in accordance with the procedures of each Local. (Article B.2.1).
- 7.4 Each Local will be responsible for deciding the number of Executives-at-Large and any changes, additions or deletions deemed necessary will be made upon the recommendation of the Executive Board and approval of the Local membership.
- 7.5 No member shall hold more than one position on the Executive with the exception of the Grievance Chair which may be held by an executive member.
- 7.6 Should any officer fail to answer the roll call for three consecutive meetings without having submitted good reasons for those failures, his office shall be declared vacant and shall be filled by an election at the following membership meeting (Article B.2.5. of the CUPE National Constitution).

ARTICLE 8 - EXECUTIVE BOARD

- 8.1 The Executive Board shall comprise all officers, except Trustees.(Article B.2.2 of the CUPE National Constitution)
- 8.2 The Board shall meet at least once every month. (Article B.3.13 of the CUPE National Constitution).
- 8.3 A quorum of the Executive is fifty percent plus one of all filled executive positions.
- 8.4 The Executive Officers shall not hold title to any real estate of the Local. They shall have no right to sell, convey, or encumber any property without first giving notice and then submitting the proposition to a membership meeting and having it approved. The Executive shall have a discretionary fund of \$200.00 per month..
- 8.5 The Board shall do the work delegated to it by the Local and shall be held responsible for the proper and effective functioning of all committees.

- 8.6 All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution (Articles B.6.1 to B.6.5 of the CUPE National Constitution)
- 8.7 All Executive Board members shall function as Shop Stewards.
- 8.8 Be bonded for not less than \$2,000.00 (or any greater sum as may be decided at a membership meeting, taking into account the assets of the Local and the amount of cash and cheques handled by the Secretary-Treasurer) through the Master Bond held by the National Office.

ARTICLE 9 - DUTIES OF OFFICERS

9.1 **The President shall:**

- a) enforce the CUPE Constitution and these Bylaws;
- b) preside at all membership and executive board meetings and preserve order. Upon the Presidents request, the Chair may be assigned to the First or Second Vice-President.
- c) decide all questions of order and procedure (subject always to appeal to the membership);
- d) have a vote on all matters (except appeals against the Presidents rulings) and in case of the vote in any matters including elections, have the right to cast an additional vote to break the tie;
- e) ensure that all officers perform their assigned duties;
- f) fill committee vacancies with approval of the Executive Board where elections are not provided for;
- g) co-sign all cheques and ensure that the Local's funds are used only as authorized or directed by the Constitution, Bylaws, or vote of the membership;
- h) attend as a delegate to the CUPE National Convention and other Conventions of organizations which the Local is affiliated to. If the President is unable to attend then an alternate will attend;
- i) function as the Chief Executive Officer of the Local, and shall exercise supervision over the affairs of the Local;
- j) be signatory to all official documents except where otherwise assigned and shall be a co-signatory for all orders on the Treasury;
- k) co-operate with the Executive Board in preparing press releases and other publicity material and be the primary spokesperson for the Local for the purpose of communicating with the media;
- l) supervise the Local Office, direct the employee(s) work, and Chair the local office Labour Relations Committee (Article 16.2);
- m) liaison with political and administrative representatives of their respective employers and the government.
- n) advise, assist and guide executive members;

- o) assist in preparing contract demands and be a full member of the negotiations committee;
- p) be prepared to guide the Local in preparing for and conducting strikes, demonstrations and other labour or political protests;
- q) be familiar with and assist the Executive in understanding and interpreting current labour legislation and policies, and react appropriately to proposed or legislative changes;
- r) Consult with CUPE Staff and National and Provincial Offices on matters affecting Local 1975;
- s) consult and work with coalitions, other unions, media and various community groups as required and to further Union policies and programs;
- t) promote a good image of CUPE Local 1975 in all matters related to the Local;
- u) provide leadership and make recommendations to membership, Executive and staff;
- v) perform other duties assigned by the Executive and membership on an as required basis;
- w) review and approve all meeting agendas, Skopein newsletter and other materials prior to them being circulated;
- x) may be provided with the necessary equipment, i.e. a cellular phone and a laptop computer in order to perform the duties of the position;
- y) shall be allowed to take a minimum of two (2) days off per week with pay as required to perform the duties of the office;
- z) on termination of office, surrender all books, seals and other properties of the Local to their successor;

9.2 **The First Vice President shall:**

- a) in the absence of the President, perform all the duties of the President and shall be accorded all rights, privileges and responsibilities of the President;
- b) if the office of President falls vacant, be Acting President until a new President is elected;
- c) render assistance to any member of the Board as directed by the Board;
- d) be a member of the Local office Labour Relations Committee;
- e) on termination of office, surrender all books, seals and other properties of the Local to their successor;
- f) act as ex-officio member on all standing committees;
- g) in the absence of the President, may be assigned to co-sign all cheques.

9.3 **The Second Vice President shall:**

- a) in the absence of the First Vice-President, perform the duties of the First Vice-President;
- b) if the office of the First Vice-President falls vacant, be Acting First Vice-President until a new First Vice-President is elected;
- c) be a member of the Grievance Committee;
- d) be a member of the Local office Labour Relations Committee;
- e) act as Picket Captain in the event of any work stoppage;

- f) render assistance to any member of the Board as directed by the Board;
- g) on termination of office, surrender all books, seals and other properties of the Local to their successor;
- h) act as Chief Shop Steward, and maintain accurate Stewards contact list;
- i) schedule and chair Shop Steward meetings;
- j) assist, support and ensure education of Shop Stewards;
- k) in the absence of the President, may be assigned to co-sign all cheques.

9.4 **The Secretary-Treasurer shall:**

- a) receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union;
- b) prepare all per capita tax forms and remit payment;
- c) forward to the National Secretary-Treasurer of the Canadian Union, on the official monthly report forms provided, not later than the 15th day of each month, all financial obligations owing to the Canadian Union;
- d) prepare an annual budget for approval at the annual meeting;
- e) make a financial report to the Local union monthly and keep on file all receipts for money sent to Canadian Union Headquarters during the year;
- f) record all financial transactions in a manner acceptable to the Board and in accordance with good accounting practices;
- g) make all books available for inspection by the auditors and/or Trustees on reasonable notice, and have the books audited semi-annually;
- h) provide the Trustees with any information they may need to complete the audit report forms supplied by CUPE;
- i) co-sign all cheques and ensure that the Local's funds are used only as authorized or directed by the Constitution, By-Laws, or vote of the membership;
- j) co-sign all cheques and ensure that the Joint Council's funds are used only as authorized or directed by the Constitution and By-Laws;
- k) be a member of the Local office Labour Relations Committee;
- l) at the end of his/her term of office turn over to the successor all properties and assets, including funds, books and records belonging to the Local Union. Any Secretary-Treasurer who cannot qualify for a bond shall immediately be disqualified from this office and the Local Union shall proceed with the election of another Secretary-Treasurer.

9.5 **The Recording Secretary shall:**

- a) keep full and accurate account of the proceedings of all Membership and Executive Board meetings;
- b) record all alterations in the Bylaws;
- c) fulfil secretarial duties as directed by the Board;
- d) be a member of the Local office Labour Relations Committee;
- e) ensure that copies of all letters and communications are filed;
- f) ensure that all circulars and notices to members are prepared and distributed;
- g) have all records ready on reasonable notice for auditors and Trustees;

- h) on termination of office, surrender all books, seals and other properties of the Local to their successor;

9.6 **The Executive Members at Large shall:**

- a) be a member of the Local 1975 Executive Board;
- b) represent their area to the fullest possible extent on the Executive Board;
- c) report back Executive Board decisions and other Union business to the members in their unit;
- d) Generally know and police the Collective Agreement and Provincial and Federal legislation affecting labour.
- e) deal with problems in their areas;
- f) attend classes in union education wherever possible;
- g) attend all Executive Board meetings;
- h) arrange and chair all voting unit meetings and report back to the Executive Board with any recommendations decided at the area meetings;
- i) report back to the voting unit meetings the actions taken by the Executive Board as a result of any recommendations from the voting unit meetings;
- j) investigate and resolve member problems where possible and refer any grievance matters to the Grievance Committee;
- k) meet with the shop stewards in their units on a regular basis;
- l) hold shop steward elections in their areas as required;
- m) on termination of office, surrender all books, seals and other properties of the Local to their successor.

9.7 **The Stewards shall:**

- a) assist the Members at Large in the performance of their duties;
- b) assist in defining, detecting, preparing and presenting grievances in the initial level;
- c) generally know and police the Collective Agreement;
- d) provide communications and information from the members in the unit to the Executive and from the Executive to the members, including distribution of union literature and newspapers;
- e) encourage the participation of all members of the unit in union activity and maintain regular contact with the members to provide ongoing union awareness and education;
- f) upon election of office the Shop Steward shall take the appropriate course or courses required to perform their role as determined by the Executive Board.

9.8 **The Trustees shall:**

- a) act as an auditing committee and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary and the Standing Committees semi-annually;
- b) report their findings prior to the annual meeting following the completion of each audit;

- c) be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization;
- d) ensure that proper financial reports are made to the membership;
- e) audit the record of attendance;
- f) inspect at least once a year any stocks, bonds, securities, office furniture and equipment, titles or deeds to property that may at any time be owned by the Local and report their findings to the membership;
- g) use audit forms supplied by the National Office and send a copy of each half-yearly audit to the National Secretary-Treasurer in accordance with the provisions of the CUPE Constitution (Articles B.3.10 to B.3.12); and
- h) be required to provide semi-annually the general membership with an audit of the Joint Funds.
- i) The Trustees shall receive an annual honorarium of \$100.00 and any required per diems.

9.9 **Sergeant-at-Arms shall:**

- a) guard the inner door at membership meetings and admit no one but members in good standing or officers and officials of CUPE, except on the order of the Chair and by consent of the members present;
- b) maintain the record of membership attendance at meetings;
- c) tile the doors when directed to by the Chair; and,
- d) perform such other duties as may be assigned by the Executive Board.
- e) Notify alternate for assistance as required.

9.10 **Chairpersons of Standing Committees shall:**

- a) perform the duties of their committees;
- b) make regular reports to the Executive Board.

9.11 **Past President shall:**

- a) at the request of the Executive Board and upon the Past Presidents agreement, be a non voting member of the Executive Board for a period not to exceed a one (1) year term.

ARTICLE 10 - OUT OF POCKET EXPENSES

- 10.1 Out of pocket expenses shall be paid to Executive officers and Committee Chairperson as determined at each Local and attached as Appendix "C" to these Bylaws. The membership at each Local shall approve any changes to the honoraria of that Local.

ARTICLE 11 - FEES, DUES, AND ASSESSMENTS

- 11.1 **Initiation Fee**
Each application for membership in the Local shall be directed to the Secretary-Treasurer and shall be accompanied by an initiation fee of two Dollars (\$2.00), which shall be in addition to monthly dues.
- 11.2 **Re-admittance Fee**
There shall be no re-admittance fees.
- 11.3 **Monthly Dues**
Each Local shall set its own dues structure:

Saskatoon Local: The monthly dues shall be 1.5 % of regular earnings or pay
Regina Local: The monthly dues shall be 1.25 % of regular earning or pay.
- 11.4 **Changes in the levels of the initiation fee, the re-admittance fee, or the monthly dues can be effected only by following the procedure for amendment of these by-laws (see Section 15), with the additional provision that the vote must be by secret ballot. (Articles B.4.1. and B.4.3 of the CUPE National Constitution).**
- 11.5 **Notwithstanding the above provisions, if the CUPE Convention raises minimum fees and/or dues above the level herein established, these by-laws will be deemed to have been automatically amended to conform to the new CUPE minima.**
- 11.6 **Special assessments for each Local may be levied in accordance with Article B.4.2. of the CUPE Constitution.**
- 11.7 **All monies shall be forwarded to the appropriate Local for which such sums were levied.**
- 11.8 **Any member who is found guilty, under the trial procedure, of crossing our own Local's picket line, in the event of a strike or other job action, may be fined an amount of not more than the net earnings the employee earned during the strike.**

ARTICLE 12 - INDEMNITY CLAUSE

CUPE Local 1975 shall pay the cost of:

- 12.1 a) Defending an action or proceeding against an Executive officer claiming liability on the part of that Executive officer for acts or omissions done or made by the Executive officer in the course of his/her duties or paying any sum required to settle the action or proceeding;

- b) Damages and costs awarded against an Executive officer as a result of the finding of liability on the part of that Officer for acts or omissions done or made by the Union officer in the course of his/her actions.

This Bylaw shall cover Executive members of Local 1975 only.

ARTICLE 13 - NOMINATION, ELECTION AND INSTALLATION OF OFFICERS AND COMMITTEE MEMBERS

13.1 Nominations:

- a) To be eligible for nomination for all Executive positions a member shall have attended at least fifty percent of the membership meetings held in the previous twelve months or in the period that he/she was a member, if less than a year, unless a valid reason, acceptable to the Local, has been given for non-attendance. No nomination shall be accepted unless the member has filed their consent in writing, duly witnessed by another member. Any member nominated and who allows their name to stand for election must be a member in good standing.

- b) Regina Local:

Nominations for the offices of President, Vice-Presidents, Treasurer, Recording Secretary, Executive Members at Large, Trustees and Sergeant-at-Arms shall be received at the regular membership meeting held in the months of October and November.

Executive Members at Large are only eligible to run for the voting area in which they are employed in. If, after elected to office, the Executive Member at Large relocates to a new voting area, they will continue to fulfill their term in office.

- c) Saskatoon Local:

Nominations for table officers, trustees and Sergeant-at-Arms positions up for election shall be made in writing and submitted to the Union Office thirty (30) days prior to the annual meeting. Nominations will only be accepted when the nominator is a member in good standing. Nominations must be accompanied by the signature of the nominating member and a signature indicating acceptance of the nomination from the nominated member.

For Executive Member at Large positions, members are eligible to be nominated for the voting unit in which they are employed. In order to ensure full representation and in the event that no nominations are received from members of a particular voting unit, nominations will be accepted from any member, who if elected, will be required to represent the voting unit where they are appointed.

13.2 Elections:

- a) In September of each year the President shall, subject to the approval of the members present, appoint an Elections Committee consisting of a Returning Officer and assistant(s). The Committee shall include members of the local who are neither officers nor candidates for office. It shall have full responsibility for voting arrangements. All information submitted to the Committee in connection with its responsibilities shall be treated as confidential. The Elections Committee shall have the authority to decide any question regarding eligibility for nomination, subject to the final approval of the general membership. The Elections Committee shall report on any such decisions to the annual general membership meeting. The Elections shall be conducted in accordance with the election rules outlined in Appendix "E" and attached to these bylaws.
- b) The Executive Board shall determine the form of the ballot, nomination papers and ensure that sufficient quantities are made available in good time to the Returning Officer.
- c) The Returning Officer shall be responsible for issuing, collecting, and counting ballots. The Returning Officer must be fair and impartial and see that all arrangements are unquestionably democratic.
- d) Regina Local:
 1. The voting shall take place at the regular membership meeting in November. The vote shall be by secret ballot.
 2. Voting to fill one office shall be conducted and completed, and recounts dealt with, before balloting may begin to fill another office.
 3. A majority of votes cast shall be required before any candidate can be declared elected and second and subsequent ballots shall be taken, if necessary, to obtain a majority. On the second and subsequent ballots, the candidate receiving the lowest number of votes in the previous ballot shall be dropped. In case of a final tie vote, the presiding officer may cast the deciding vote.
- e) Saskatoon Local:
 1. The Election Committee shall solicit election statements from the candidates and forward copies of those statements to the membership within seven (7) days of the close of nominations.
 2. The Returning Officer, in consultation with the Local Executive, shall designate a polling station(s). The polls shall be conducted with due regard for the secrecy, security and legitimacy of the ballot; the election notice shall be widely circulated at least two weeks prior to the election.
 3. The voting for table officers, trustees and Sergeant-at-Arms shall take place at the polling station(s) between the hours of 7:00 a.m. and 7:00 p.m.

on the day preceding the annual meeting (the fourth Monday in November). The vote shall be by secret ballot. Upon request, members working off campus will receive a mail-in ballot to vote for table officers. Mail in ballots must be postmarked no later than November 15 in order to ensure that they will be counted.

- Voting results will be announced at the Annual Meeting.
 - All elections will be decided by a simple plurality of votes cast. In case of a tie vote, the presiding officer may cast the deciding vote.
 - All candidates for office shall be allowed one (1) scrutineer to ensure the accuracy of the vote count.
 - At the November Annual Membership Meeting following the election, the membership may, by a two-thirds vote, call into question the results of that election if it feels that the conduct of the election was so improper as to affect the legitimacy of those chosen. In order to nullify the election, this vote must then be sustained again by a two-thirds vote, this time at a Special Membership Meeting held for that purpose within two weeks of the first meeting. If an election is nullified, the election process must be repeated by a new elections officer heeding the criticisms of the membership.
4. The voting for executive members at large and trustees shall be conducted by the Elections Committee and shall take place in their respective voting unit areas following the annual meeting in November and the results shall be announced and ratified at the regular membership meeting held in December.
5. RECALL OF OFFICERS: All Executive members of the Local are subject to recall. Upon submission to a Trustee of a recall petition bearing the signatures of twenty (20) per cent of the membership, the Executive will call a Special Meeting to discuss the recall, and then hold a referendum vote. If the recall carries, a new referendum election will be held within one month to fill the vacancy.
- f) When two or more nominees are to be elected to any office by ballot, each member voting shall be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.
- g) Any member may move for a recount of the votes for any election and a recount shall be conducted if the motion is supported by a majority of the members present.

13.3 Installation and Term of Office:

a) Regina Local:

All duly elected officers shall be installed at the meeting at which elections are held or for Executives-at-Large the first meeting following their election, and take office effective January 1st, and shall continue in office for one (1) year or until a

successor has been elected and installed, provided, however, that no term of office, except for Trustees shall be longer than two (2) years. (Article B.2 of the CUPE National Constitution).

b) Saskatoon Local:

- (1) All duly elected officers shall be installed at the Annual General Membership meeting held in November.
- (2) Commencing in 2006 the President, Second-Vice President and Recording-Secretary shall be elected for a one (2) year term and subsequently for two (2) year terms.
- (3) Commencing in 2006, the First Vice-President and Secretary-Treasurer shall be elected for a one (1) year term and subsequently for two (2) year terms.
- (4) Executive Members-at-Large shall be elected for a one (1) year term from their voting units and shall continue in office until a successor has been elected and installed. If, after elected to office, the Executive Member at Large relocates to a new voting area, they will continue to fulfill their term in office.

c) The Trustees shall be elected so that the terms of office for the trustees shall be one (1) shall serve for a period of three (3) years, one (1) for two (2) years and one (1) for one (1) year. Each year the Local Union shall elect one (1) Trustee for a three (3) 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.
Article B.3.10

d) Stewards shall be elected for a two (2) year term by the membership from the geographical area they represent as deemed necessary by the Executive Board.

13.4 By-Elections:

- a) Should an office fall vacant, the resulting by-election should be conducted as closely as possible in conformity with this Article. At least one week's notice of the by-election stating the office and the reason for the vacancy shall be given to all members of the Local affected. Vacancies occurring in the period October-December inclusive may be filled by membership approval for a term of more than twelve months.

ARTICLE 14 - DELEGATE SELECTION

14.1 Elections of delegates to the following conventions of labour bodies to which the Local is affiliated shall be announced on the agenda of general membership meetings, except as provided for in Article 9.1(h):

- (a) CUPE National
- (b) Canadian Labour Congress (CLC)

- (c) Saskatchewan Federation of Labour (SFL)
- (d) CUPE Saskatchewan Division
- (e) Saskatoon or Regina District Labour Council (SDLC or RDLC)

14.2 If the membership fails to elect delegates to these conventions due to lack of quorum, then, the executive of each Local shall, following the last regularly scheduled membership meeting prior to the convention, elect the maximum number of delegates according to the constitution of the sponsoring labour body from a list of members in good standing who have indicated in writing their willingness to stand for nomination as delegates.

ARTICLE 15 - DELEGATE REIMBURSEMENT OF EXPENSES

- 15.1 For all delegates to conventions, conferences, committee meetings, seminars and schools held outside their place of residence, the Local shall pay:
- a) Transportation expenses or car allowance shall be based on the current CUPE National mileage rate per kilometer. The most economical method of transportation should be used (economy, tourist or coach rates). When mileage is being paid, except for reasonable circumstances, delegates must ride together. Reasonable (where possible with receipts) parking costs will also be reimbursed.
 - b) A per diem allowance of Fifty Dollars (\$50.00) per day for out of City but within the province, plus hotel expenses; and seventy five dollars (\$75.00) per day for out of province, plus hotel expenses.
 - c) Any lost wages as a result of attendance will be reimbursed.
- 15.2 Delegates to conventions, education institutes, seminars or union schools held locally but off campus, shall have no travel or accommodation allowance. There shall be a per diem as follows:
- a) Twenty Dollars (\$20.00) per day;
 - b) Compensation for any loss of wages necessitated by attendance.
- 15.3 When a member attends a CUPE or SFL winter or summer union school and the Local pays the cost of registration which includes room and board, the per diem shall be Twenty-five Dollars (\$25.00) including incidentals plus present mileage policy used and any loss of wages necessitated by attendance.
- 15.4 Members while attending conferences, conventions, seminars, schools, etc. on behalf of the Local shall not receive payments for lost wages, per diem, or expenses if these payments are made from any other source.
- 15.5 Where possible, accommodations will be pre-booked and billed directly to the Local.
- 15.6 Lost wages will be paid directly to the employer upon billing.

- 15.7 The local shall reimburse family care costs other than those expenses normally incurred had the delegate been performing his/her normal work shift for members on Union Business in accordance with the CUPE Saskatchewan policy attached as Appendix "D" (current rate for CUPE Saskatchewan \$40.00 per day per family) upon submission of receipts.
- 15.8 The Education Committee will make recommendations about attendance at educationals subject to approval by the membership of each Local. Their recommendations may include stipulations such as the numbers to attend, the classes, new members, etc.
- 15.9 All members interested in attending educationals and seminars must be elected by the general membership. If all positions are not filled or a vacancy occurs, the Executive will appoint representatives subject to approval by the membership of each Local. Members who are interested in attending should advise the executive of each Local.
- 15.10 Any other reasonable receipted expenses shall be reimbursed by the Local.
- 15.11 All expenditures for the legitimate business of the Local shall be authorized by the Secretary-Treasurer and approved by the President or First Vice-President. All expense requests shall include appropriate documentation.

ARTICLE 16 - COMMITTEES

16.1 Negotiating Committee

- a) This shall be a special ad hoc committee established at least two (2) months prior to the expiry of the Local's collective agreement and automatically disbanded when a new collective agreement has been signed.
- b) The function of the Committee is to prepare collective bargaining proposals and to negotiate a collective agreement.
- c) The Committee shall consist of three (3) members and an alternate from each Local, all elected at a membership meeting, and the President of each Local.
- d) The CUPE Representative(s) assigned to the Local shall be a non-voting member of the Committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.
- e) This committee shall act as one committee.
- f) This committee shall be responsible to the membership of both Locals.
- g) This committee shall appoint its own chairperson from its own members.
- h) Motions of the Joint Negotiating Committee in matters of contract ratification are neither amendable nor subject to tabling or any other delaying motions and must be dealt with at meetings where said motions are an order of business.
- i) Advisors to the Negotiating Committee shall be selected as deemed necessary by the Committee to provide the necessary expertise at the bargaining table.

16.2 Local Staff Labour Relations Committee

- a) This shall be a special ad hoc committee consisting of the table officers.
- b) The Committee shall deal with all labour relations issues arising in respect to employees of the Local including hiring, discipline, negotiating, performance, etc.
- c) The Committee shall meet as required and the minutes shall be recorded and deemed confidential to the Table Officers.
- d) be empowered, with the approval of the President or designate, to employ necessary clerical assistance to be paid for out of the Local's funds, such expenses shall be reported to the membership in the monthly financial statement;

16.3 Bylaw Committee

- a) This shall be a special ad hoc committee consisting of the table officers.
- b) The Committee shall meet yearly or when instructed to do so by the Executive Board or membership.
- c) The Committee's Function shall be to review the Bylaws and prepare written recommendations to be considered by the membership;

16.4 Special Committees

- a) A special ad hoc committee may be established for a specified purpose and period by the membership at a membership meeting.
- b) 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;
- a) Two members of the Board may sit on any special committee as ex-officio members.

16.5 Joint Employer/Union Committees

- a) All appointments to Joint Committees shall be made by the Executive Board and ratified by the membership after considering both the requirements of the position and the expertise of the individuals. If required, an election will be held at a General Membership Meeting.

16.6 Standing Committees

- a) The appointment of chairpersons for each standing committee shall be decided by each Local. The chairperson and the executive board may, with the concurrence of the membership, jointly appoint other members to serve on a committee. The First Vice-President shall be a member, ex-officio, of each committee. There shall be seven standing committees as follows:

1. Grievance Committee
2. Education and Public Relations Committee
3. Skopein Committee (Saskatoon Local only)

4. Membership Assistance Committee
 5. Social and Sports Committee
 6. Occupational Health and Safety Committee
 7. Bursary Committee (Saskatoon Local only)
 8. Strike Appeal Committee (Saskatoon Local only)
- b) Members interested in serving on a Committee shall submit a written request to the Executive Board outlining their interest. All requests shall be considered and a recommendation made by the Executive Board. All appointees shall be approved by the Local membership.

16.6.1 Grievance Committee

- a) The Committee shall be comprised of up to ten (10) volunteer members appointed by the Executive Board and approved by the Steward Body. The selection of the Grievance Committee should, as reasonable as possible, be made from among the Executive Board and the Stewards.
- b) The Committee shall elect its own Chairperson who shall become an Executive member upon ratification by the membership.
- c) This committee shall process all grievances not settled at the initial stage and its reports shall be submitted first to the CUPE Representative, and the membership.
- d) Grievances must be in writing on the forms provided as provided for in the Collective Agreement.
- e) The committee has the authority to decide if the grievance is acceptable and to take the grievance to the first step or beyond.
- f) If a member disagrees with the recommendation of the Grievance Committee they shall be invited to the general membership meeting where they may appeal the recommendation of the Committee and a vote of the membership will be taken.
- g) The Grievance Committee shall operate in accordance with the Policies and Procedures outlined in Appendix F of these bylaws.

16.6.2 Education and Public Relations Committee

- a) The Committee shall be comprised of up to ten (10) volunteer members appointed by the Executive Board. Members interested in serving on the Committee shall indicate their interest to the Executive Board;
- b) The Committee shall select its own Chairperson and Secretary from among its members.
- c) It shall be the duty of this Committee to:
 1. arrange for representation of the Local at any appropriate and available educational and submit recommendations accordingly to the Executive Board;
 2. instruct delegates in the preparation of reports to the membership on seminars and conferences and maintain a reference file on these reports;

3. co-operate with the Education and Union Development Departments CUPE, and the regional Education Representative, in implementing both the Local's and CUPE's educational programs and policies;

16.6.3 Skopein Committee

- a) The Committee shall be comprised of up to five (5) volunteer members appointed by the Executive Board. Members interested in serving on the Committee shall indicate their interest to the Executive Board;
- b) The Committee shall select its own Chairperson and Secretary from among its members.
- c) It shall be the duty of this Committee to:
 1. co-operate with the Executive Board in preparing press releases and other publicity material;
 2. be responsible for publishing any newsletter, report or notice the Executive Board may require;

16.6.4 Membership Assistance Committee (Good and Welfare)

- a) The Committee shall be comprised of up to four (4) volunteer members appointed by the Executive Board. Members interested in serving on the Committee shall indicate their interest to the Executive Board.
- b) The Committee shall select its own Chairperson and Secretary from among its members.
- c) It shall be the duty of this Committee to:
 1. be responsible for such activities with each Local that affect the well being of the membership.
 2. direct union counselors as may be established and assigned to it by the Membership or Executive;
 3. assist members in obtaining aid internally or externally to deal with social problems or specific economic needs;
 4. the Membership Assistance Fund shall be the last resource of assistance; the individual should have exhausted all other sources of assistance;
 5. any money that is given is given as a gift and any repayment will be at the choice of the member;
 6. the Executive is responsible for setting a limit on any donations;
 7. keep confidential all matters except with written approval of the member.

16.6.5 Social and Sports Committee

- a) The Committee shall be comprised of up to ten (10) volunteer members appointed by the Executive Board. Members interested in serving on the Committee shall indicate their interest to the Executive Board;
- b) The Committee shall select its own Chairperson and Secretary from among its members.

- c) It shall be the duty of this Committee to arrange and conduct all social and recreational activities of the Local either on the Committee's own initiative or as a result of decisions taken at membership meetings.
- d) The Committee shall submit reports and proposals to the Executive Board or to the membership as required.

16.6.6 Occupational Health and Safety Committee

- a) Members of the Committee shall be appointed by the Executive Board and shall consist of the elected Co-chairs from the Joint Statutory Occupational Health and Safety Committees and the Local site Committees.
- b) The Committee shall meet on a regular basis as agreed to by the Committee members.
- c) It shall be the duty of this Committee to:
 1. monitor compliance with the Occupational Health and Safety Act and Regulations and report on the same to the membership;
 2. coordinate and assist the members of Local 1975 in their role on Joint Statutory Committees;
 3. inform members of Local 1975 on current health and safety issues.
- d) This Committee will operate under the Joint Occupational Health and Safety Committee statutory regulations and terms of reference.
- e) The following applies to the Saskatoon Local only:
 1. Chairperson(s) for Joint Standing committees are elected every three (3) years by working members on the Occupational Health and Safety Committee.
 2. Committee Co-chairs are required to attend a minimum of a one-day Department of Labour and Level 1 CUPE Occupational Health and Safety course.
 3. All Committee members are required to attend a minimum of a one-day Department of Labour Occupational Health and Safety course.

16.6.7 Bursary Committees

Job Description and Code of Ethics:

- a) It shall be the duty of these Committee to:
 1. Administer the Norm Quan Memorial Bursary Award in accordance with the guidelines attached to these bylaws as Appendix "G";
 2. Administer the Glen Makahonuk Training & Development Fund in accordance with the guidelines attached to these bylaws as Appendix "H".
 3. The Committees' mandate is to annually select essay topics, determine deadline dates, arrange for judges, advertise the bursaries, notify all applicants, arrange for presentation of awards, and submit winning essays for publication in *The Skopein*.

4. If at any time a member of a committee is deemed to have a conflict of interest, that member will absent him/herself from the committee discussions and refrain from voting on the issue.
5. The judging process shall be free of interference by the Bursary Committees and the CUPE 1975 membership.
6. Written notice to recipients of awards, and all other applicants, will be done at the direction of the Chair of the Bursary Committees.

16.6.8 Strike Support Committee

- a) The Committee shall be comprised of the Executive Board.
- b) It shall be the duty of this Committee to:
 1. Administer the Locals donations to strike appeals.

ARTICLE 17 - AFFILIATIONS

- 17.1 The Regina Local shall be affiliated to the Saskatchewan Federation of Labour, the CUPE Saskatchewan Division, the Regina Labour Council and the CUPE 1975 Joint Council.
- 17.2 The Saskatoon Local shall be affiliated to the Saskatchewan Federation of Labour, the CUPE Saskatchewan Division, the Saskatoon and District Labour Council and the CUPE 1975 Joint Council.

ARTICLE 18 - JOINT COUNCIL

- 18.1 In the interest of mutual harmony within the Local and to discuss matters of concern to the Local as a whole, the Executive Boards of the Locals shall meet jointly at least once each year as a Joint Council.
- 18.2 A majority of each Local Executive Board shall be required for a quorum of the Joint Council.
- 18.3 The Joint Council shall administer a Joint Council Fund funded by a monthly per capita of \$0.50 to be paid by each Local. Special assessments may be levied to each Local to increase funding to the Joint Council Fund if required.
- 18.4 The Joint Council shall delegate one Local Secretary Treasurer to receive the per capita and account for the Joint Council Fund in accordance with the rules for the Local funds.
- 18.5 The Local Secretary-Treasurers shall be co-signatories of any cheques issued on the Joint Council Fund and be bonded appropriately.
- 18.6 The Joint Council Fund shall be audited by the Trustees of the Local where the books are kept twice yearly and reported to each Local.

- 18.7 Costs incurred in formulating, negotiating and finalizing a collective agreement shall be born by the Joint Council Fund.
- 18.8 The Negotiating Committee shall be deemed delegates to all joint council meetings.
- 18.9 Costs of Joint Stewards meetings required for the collective bargaining process shall be born by the Joint Council Fund.
- 18.10 Extra monies in the Joint Council Fund will be used as follows in order:
1. Costs of the Joint Council meetings with the Executive Board members being deemed delegates (Section 12).
 2. Costs of publishing and distributing the Local's Newsletter (The Skopein).
 3. Costs (Section 12) of up to ten delegates chosen in accordance with Section 18 to other conferences, schools or educational seminars approved by the Joint Council. Such approval will be individual to each event.
- 18.11 Joint Council funds shall be accounted for annually and closed as of December 31st.

ARTICLE 19 - DIVISION OF DELEGATES BETWEEN LOCALS

- 19.1 The selection of delegates from each of the Locals to the CUPE National Convention and the Canadian Labour Congress Convention shall be on a pro rata basis of the total number of members on the month of call for the convention.

ARTICLE 20 - LOCAL RESPONSIBILITES

- 20.1 Collecting all dues, initiation fees, assessments and other monies from the members or other sources in that Local's jurisdiction;
- 20.2 Paying all affiliation and Per Capita requirements of the membership in its jurisdiction;
- 20.3 Paying all bills incurred by the Local except as provided for by the Joint Council;
- 20.4 Paying all Per Capita payments in that Locals jurisdiction to the National Union and all affiliates;
- 20.5 Enforcing the Constitution and By-Laws.

ARTICLE 21 - RULES OF ORDER

- 21.1 All meetings of the Local shall be conducted in accordance with the basic principles of Canadian parliamentary procedure. Some of the more important rules to ensure free and fair debate are appended to these Bylaws as Appendix "A". These rules shall be considered as an integral part of the Bylaws and may be amended only by the same procedure used to amend the Bylaws.
- 21.2 In situations not covered by Appendix "A", the CUPE Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.

ARTICLE 22 - AMENDMENT

- 22.1 These Bylaws are always subordinate to the CUPE Constitution (including Appendix "B" - Bylaws governing Chartered Affiliates) as it now exists or may be amended from time to time, and in the event of any conflict between these Bylaws and the CUPE Constitution, the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President.
- 22.2 These Bylaws shall not be amended, added to, or suspended except upon a majority vote of those present and voting at each Local following written notice, given at a previous regular membership meeting of either Local. When a written notice is given as prescribed above, both Locals must vote on the written notice with the exception of amendments, which only apply to one of the Locals.
- 22.3 No change to these Bylaws shall be valid and take effect until approved by the membership and the National President of the Canadian Union of Public Employees. This validity shall date from the letter of approval of the National President. (B.6.1)

APPENDIX "A" TO THE BYLAWS OF LOCAL 1975

CUPE RULES OF ORDER

1. The President or in their absence, the First Vice President, shall take the Chair at all membership meetings. In the absence of both the President and the First Vice-President, the Second Vice-President shall act as Chairperson, and in the absence of the Second Vice-President the Recording Secretary shall act as Chairperson, and in the absence of the Recording Secretary, the Secretary-Treasurer shall act as Chairperson. In the absence of all five (5) table officers, a Chairperson Pro Tem shall be chosen by the Local.
2. No member, except the Chairperson of a committee making a report or the mover of a resolution, shall speak more than five (5) minutes, or more than once on the same question without the consent of the meeting or until all who wish to speak have had an opportunity. Chairperson and movers of a resolution shall be limited to fifteen (15) minutes, except with the consent of the meeting.
3. The President shall state every question coming before the Local, and before allowing debate thereon, and again immediately before putting it to a vote, shall ask: "Is the Local ready for the question?" Should no member rise to speak, the question shall then be put.
4. A motion to be entertained by the presiding officer must be moved and seconded; both mover and seconder must rise and be recognized by the Chair.
5. A motion to amend, or to amend an amendment, shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment, or amendment to an amendment, which is a direct negative of the resolution shall be in order.
6. On motion, the regular order of business may be suspended, by a two-thirds (2/3) vote of those present, to deal with any urgent business.
7. All resolutions and motions other than those named to Rule 19, or those to accept or adopt the report of a committee, shall, if requested by the presiding officer, be presented in writing before being put to the Local.
8. At the request of any member, and upon a majority vote of those present a question may be divided when the sense will admit of it.
9. Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.

10. When a member wishes to speak on a question or to make a motion, he shall rise in his place and respectfully address the presiding officer, but, except to state that he rises to a point of order or on a question of privilege, he shall not proceed further until recognized by the Chair.
11. When two (2) or more members rise to speak at the same time, the presiding officer shall decide which one is entitled to the floor.
12. Every member, while speaking, shall adhere to the question under debate and avoid all personal, indecorous, or offensive language, as well as any poor reflection on the Local or member thereof.
13. If a member, while speaking, is called to order, he/she shall cease speaking until the point is determined; if it is decided he/she is in order, he/she may again proceed.
14. No religious discussion shall be permitted.
15. The President shall take no part in debate while presiding, but may yield the Chair to the First Vice President in order to speak on any question before the Local, or to introduce a new question.
16. The presiding officer shall have the same rights as other members to vote on any question. In case of a tie, he/she may in addition give a casting vote, or if he/she chooses, refrain from breaking the tie, in which case the motion is lost.
17. When a motion is before the Local, no other motion shall be in order except (1) to adjourn (2) to put the previous question (3) to lay on the table (4) to postpone for a definite time (5) to refer (6) to divide or amend, which motions shall have precedence in the order named. The first three of these shall be decided without debate.
18. A motion for the previous question, when regularly moved and seconded, shall be put in this form: "Shall the main question be now put?" If it is adopted, the President shall proceed to take the vote on the resolution and amendments thereto (if any) according to their priority. If an amendment or an amendment to an amendment is adopted, the original resolution, as amended, shall be put to the Local.
19. A motion to adjourn is in order except (1) when a member has the floor, and (2) when members are voting.
20. A motion to adjourn, having been put and lost, shall not be in order again, if there is further business before the Local, until fifteen minutes have elapsed.
21. After the presiding officer declares the vote on a question, and before the Local proceeds to another order of business, any member may ask for a division. A standing vote shall then be taken and the Secretary shall count same.

22. If any member wishes to challenge (appeal) a decision of the chair, he must do so at the time the decision is made. If the challenge is seconded, the member shall be asked to state briefly the basis for his challenge. The Chairperson may then state briefly the basis for his decision, following which the Chairperson shall immediately and without debate put the question: "Shall the decision of the chair be sustained?" A majority vote shall decide except that in the event of a tie the chair is sustained.
23. After a question has been decided, any two members who have voted in the majority may, at the same or next meeting, move reconsideration thereof.
24. The Local's business and proceedings of meetings are not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.

APPENDIX “B” TO THE BYLAWS OF LOCAL 1975

SASKATOON SUB-LOCAL STANDING MOTIONS

Defence Fund

- a) The Saskatoon Local Defence Fund shall be funded from the regular dues by an assessment of \$0.25 per member per month.
- b) The Saskatoon Local Defence Fund may be allocated for costs incurred during a strike, lockout, study session, arbitration/legal costs, or any other job action.

Summer Snack Program

- a) The Local will contribute \$2,500.00 annually to the Saskatoon and District Labour Council Summer Snack Program.

Strike Donations

- a) The Local will contribute up to \$5,000.00 annually to unions on strike. Upon approval of the membership, other donations may be made.

Labour Studies Program, University of Saskatchewan

- a) The Local will pay tuition, books and lost wages (if required) for up to four (4) members annually to attend the U of S Labour Studies Program.

APPENDIX “C” TO THE BYLAWS OF LOCAL 1975

SASKATOON LOCAL, EXPENSE ALLOWANCE POLICY

1. The following out-of-pocket expenses shall be provided.

	<u>Monthly</u>	<u>Annually</u>
a) President	200.00	
b) First Vice-President	150.00	
c) Second Vice-President	150.00	
c) Recording Secretary	150.00	
d) Secretary-Treasurer	200.00	
e) Executive Member at Large	20.00	Paid annually
f) Grievance Chair	150.00	
g) Sergeant-at-Arms		50.00
h) Trustees		100.00

2. Where multiple functions are performed, the Executive member will receive only the highest appropriate expense allowance.
3. Expense allowances shall not be paid to any Executive member who fails to answer the roll call for the Executive and/or regular meeting in any month without having submitted good reason for failure to attend.

APPENDIX “D” TO THE BYLAWS OF LOCAL 1975**SASKATOON LOCAL, FAMILY CARE POLICY**

CUPE Local 1975 shall reimburse at-home family care expenses, other than those expenses normally incurred had the delegate been performing his/her normal work shift, for delegates attending conferences or conventions on behalf of CUPE Local 1975. Family care expenses will not be paid to a parent or guardian of a child.

Delegates will be reimbursed to a maximum of \$40.00 per day per family upon submission of receipts and an expense form. The form must be signed by two officers from the local and must be in the hands of the Secretary-Treasurer of the Local no later than thirty (30) days after the event for which expenses are claimed.

APPENDIX “E” TO THE BYLAWS OF LOCAL 1975

SASKATOON LOCAL, RULES FOR CANDIDATES AND ELECTION COMMITTEE

1 RULES FOR CANDIDATES CAMPAIGN:

- (a) Candidates for election are allowed to produce only one (1) election pamphlet.
- (b) The pamphlet must be received within seven (7) days of the close of nominations.
- (c) The pamphlet cannot exceed 8.5 by 11 and will be printed in plain black print on the colour of choice depending on the paper available at the Local office.
- (d) Upon submission of their pamphlet to the Local Returning Officer, the pamphlet will be printed and circulated by the Local office and at the Locals expense.

2 RULES FOR CANDIDATES REGARDING ELECTION DAY:

- (a) There will be no campaigning allowed on election day.
- (e) All members, including candidates, will only be allowed in the designated polling stations while they are voting, and must immediately leave the vicinity of the voting station. There will be no loitering in the area surrounding the voting room.
- (f) When the Committee is counting the ballots, each candidate will be allowed one (1) scrutineer to be present. The candidates are not allowed in the room while the counting takes place. The Scrutineers may not touch the ballots and may not leave the room during the ballot counting. If a scrutineer does leave the room, they will not be allowed back into the room, and no substitute will be allowed to take their place.
- (g) Scrutineers cannot be candidates for another position. Candidates are only allowed to have a scrutineer present during the counting of ballots.
- (h) The only people allowed in the voting stations (aside from those voting) are the Elections Committee and the CUPE Servicing Representative.

3 RULES FOR ELECTION COMMITTEE:

- (a) In order to make possible their direction of the referendum vote, the Elections Committee should obtain union leave of absence from work.
- (b) The members of the Election Committee shall not speak to any candidates during the voting day (aside from when the candidates are voting).
- (c) No member of the Election Committee is allowed to stand as a candidate, campaign or suggest who to vote for on election day.
- (d) If any questions arise regarding the voting, they shall be directed to the CUPE Servicing Representative.
- (e) All election results will be confidential to the Election Committee until the results are announced at the membership meeting.

APPENDIX “F” TO THE BYLAWS OF LOCAL 1975

SASKATOON LOCAL GRIEVANCE HANDLING POLICIES AND PROCEDURES

WHAT HAPPENS WHEN AN ISSUE IS RAISED?

When a member raises an issue with a member of the Steward Body or the Executive, the issue must first be investigated to determine if in fact there is a grievance. The Steward Body has the responsibility to define, detect, prepare and present grievances at the initial level.

Prior to filing the grievance, the Local should make use of Problem Solving opportunities.

The Employer recently agreed that they will consider problem solving issues along with dealing with grievances at the regular grievance meetings held between the Grievance Chair and the Employer.

Therefore, the Steward or Executive Member should raise the issue with the Grievance Chair prior to filing the grievance to see if this is an issue that could be problem solved.

If problem solving doesn't resolve the issue, a grievance will need to be filed. Generally, only the Grievance Chair should file grievances after the decision has been made by the Grievance Committee. In circumstances where timelines need to be met, grievances may also be filed by one of the Table Officers.

All executive members who have filed grievances are responsible to ensure that a copy of all grievances filed are forwarded to the Grievance Chair. Subsequently, when the grievance is dropped, settled, etc. the executive member is responsible to notify the Grievance Chair when the resolution occurred and the nature of the resolution, as well as provide copies of any resulting documentation.

DUTIES OF THE GRIEVANCE CHAIR:

- (a) Call meetings of the Grievance Committee;
- (b) coordinate all of the grievances and keep others informed;
- (c) receive copies of all grievances filed and ensure that all of the necessary executive and others (i.e. Staff) have copies of all the grievances;
- (d) keep an up to date list of all outstanding grievances and the status of each grievance;
- (e) arrange for grievance hearings beyond the first step; record the resolution of the grievance and what the resolution was (We should know what happens to all of our grievances, i.e.: was it dropped, awarded at arbitration, settled in the dept. etc.;

- (f) identify which issues under the Collective Agreement have been violated by the Employer for the case at hand, with an ongoing calculation of the frequencies such violations occur for the purpose of formulating proper union strategies at the bargaining table;
- (g) Attend steward educationals and meetings.

TYPICAL ATTENDANCE AT GRIEVANCE HEARINGS

The Grievance Chair
 The applicable shop steward or executive member
 The Grievor

CONSULTATION

- (a) Consultation with CUPE Servicing Representative(s);
- (b) The CUPE Representative can be contacted for advice on any issue and should always be contacted prior to making the decision to forward a grievance to arbitration;
- (c) Other National Office resources are available through the CUPE Representative, ie: Research, Education, Legal, etc.

ATTENDANCE AT ARBITRATIONS, THE LABOUR RELATIONS BOARD OR OTHER LEGAL/JUDICIAL HEARINGS

The following persons should attend arbitration hearings:

- (a) The grievance chair and the representative of the area where the grievance arose.
- (b) The griever.
- (c) Other executive as required.
- (d) Witnesses as required. Note: Witnesses do not generally need to be at the entire arbitration.
- (e) Other members may be welcome to attend if:
 - they are not working and there is no obligation for the Local to pay their salary;
 - the hearing is not a closed hearing
 - there is adequate space/seating

APPENDIX “G” TO THE BYLAWS OF LOCAL 1975

SASKATOON LOCAL

NORM QUAN MEMORIAL BURSARY REQUIREMENTS

TERMS OF REFERENCE

The Bursary Committee of CUPE 1975 (University Employees' Union) is set up and governed by the following Terms of Reference:

1. The Bursary Committee's mandate is to recommend policies to the membership and facilitate the bursary selection process as approved by the membership.
2. The committee shall be comprised of members of CUPE 1975 who are interested in and committed to the mandate of the committee.
3. The Bursary Committee shall consist of six (6) members who are elected/appointed to three (3) year renewable terms. Ideally, to ensure continuity, one-third of the committee is eligible for re-election/re-appointment each year.
4. Committee members must be approved by the membership and may be recruited in one or more of the following ways:
 - volunteering;
 - nomination at a general membership meeting;
 - appointment by the membership;
 - recruitment by a nominations committee.

STATEMENT OF PURPOSE AND GUIDELINES FOR APPLICANTS

These bursaries are awarded in memory of Norman Quan, a long-time Union activist who served CUPE 1975 and its members on the local executive and numerous committees. He was also an executive member and judge of the Saskatoon, Saskatchewan and Canadian Judo Associations.

PURPOSE

The bursaries have been established to assist CUPE 1975 members, their spouses and/or dependents who are attending a Canadian post-secondary educational institution. There will be four (4) one thousand dollar (\$1,000) awards presented annually to winners of an essay competition.

REGULATIONS

1. Applicants must be registered in a recognized Canadian post-secondary educational institution and be a member in good standing for at least ten (10) years in CUPE 1975, OR have a parent, legal guardian or spouse with at least two (2) years continuous membership in good standing in CUPE 1975.

CUPE1975 bursary committee reserves the right to request verification of current attendance/registration in the post-secondary institution.

2. Applicants must submit a 1500 – 3000 word essay written on a topic pre-selected and publicized by the CUPE 1975 Bursary Committee or, upon written request to and permission of the Committee, a topic of special interest to the applicant. All essay topics will be on the accomplishments of trade unions and/or members in Canada in general or particular.

Every essay must be original manuscript, written solely by the applicant and submitted in a typewritten, double-spaced format with no identifying marks on the pages. Where possible, for publication purposes, winning essays shall be made available on computer disk in Word Perfect or DOS.

All essays must have a cover page (available from the CUPE 1975 Union Office as part of the application package) showing the applicant's name, address and telephone number; the name of their sponsoring CUPE 1975 member; the post-secondary institution they are attending and the title of their essay.

3. Essays must be submitted to the CUPE 1975 Union Office (21 McLean Hall) by the deadline date determined annually by the Bursary Committee (stated on the application form). The secretary or designate will identify each essay in a manner such that the writer's identity is unknown to the judges.
4. All essays shall be judged by members of the Education Committee of the Saskatoon District Labour Council without direct consultation with nor interference from the CUPE 1975 Bursary Committee or general membership.
5. Members of CUPE 1975, including the Bursary Committee, shall be unaware of the applicants' identities until final judging is completed and results have been returned to the Union Office.
6. All essays become the property of CUPE 1975.
7. Bursary recipients shall be notified of their award in writing. Bursary presentations, including a cheque and framed certificate, will be made at a General Membership meeting as soon as convenient upon completion of judging.
8. Winning essays will be published in *The Skopein* as space permits and as soon as possible after judging is complete.

APPENDIX “H” TO THE BYLAWS OF LOCAL 1975

SASKATOON LOCAL

GLEN MAKAHONUK MEMORIAL – CUPE 1975

TRAINING AND DEVELOPMENT FUND REQUIREMENTS

TERMS OF REFERENCE

The Bursary Committee of CUPE 1975 (University Employees’ Union) is set up and governed by the following Terms of Reference:

1. The Bursary Committee’s mandate is to recommend policies to the membership and facilitate the bursary selection process as approved by the membership.
2. The committee shall be comprised of members of CUPE 1975 who are interested in and committed to the mandate of the committee.
3. The Bursary Committee shall consist of six (6) members who are elected/appointed to three (3) year renewable terms. Ideally, to ensure continuity, one-third of the committee is eligible for re-election/re-appointment each year.
4. Committee members must be approved by the membership and may be recruited in one or more of the following ways:
 - volunteering;
 - nomination at a general membership meeting;
 - appointment by the membership;
 - recruitment by a nominations committee.

JOB DESCRIPTION AND CODE OF ETHICS

1. The Committee’s mandate is to annually advertise the bursary(s), notify all applicants, arrange for presentation of the award(s), notify all applicants, arrange for presentation of the award(s), and submit the names of the successful applicant(s) for publication in *The Skopein*.
2. If, at any time, a member of the Committee is deemed to have a conflict of interest, that member will absent him/herself from Committee discussion and refrain from voting on the issue.
3. The process shall be free of interference from CUPE 1975 Executive and membership.

4. The Committee shall make its recommendation on the recipient(s) of the award(s) and present the recommendation to the membership.
5. Written notice to recipient(s) of award(s), and all other applicants, will be done at the direction of the Chair of the Bursary Committee.

STATEMENT OF PURPOSE AND GUIDELINES FOR APPLICANTS

This bursary is made possible by a trust fund established by President George Ivany and The University of Saskatchewan in memory of Glen Makahonuk (1951-1997) to recognize his nearly 20 years of leadership to members of CUPE 1975.

Glen was a long-time Union activist who served the CUPE 1975 membership as President (11 years), and as chair or a member of numerous other local committees. He worked tirelessly and in solidarity in the provincial, federal, and international arenas to make changes that would ensure rights to workers everywhere.

Glen's intelligence, perseverance, and incredible commitment to education, history and unionism earned him the respect of his union colleagues as well as those he faced across the table.

PURPOSE

To provide awards for training and professional development with respect to labour relations to members of CUPE 1975. These awards are not to exceed one thousand dollars (\$1,000) annually.

REGULATIONS

1. Applicant must be a member for at least two (2) years continuous membership in good standing in CUPE 1975.
2. Applications must be submitted on the application form, which is available at the CUPE 1975 Union Office, Room 21, McLean Hall, by the annual date of August 15th. **If no applications are received for the Glen Makahonuk Scholarship by the deadline of August 15, then the deadline shall be extended for (2) two months to October 15, and this extended deadline shall be published again. If there are still no applications by the end of the extended deadline, the Chair of the Bursary Committee will contact the Education Committee with the intent of using the one thousand dollars (\$1,000) on education-related expenses by the end of the year.*
3. All applications will be reviewed by the Bursary Committee of CUPE 1975, and their recommendation will be forwarded to the membership.
4. Bursary recipients shall be notified of their award in writing, and a presentation will be made at a General Membership Meeting as soon as convenient.

5. Name(s) of successful applicant(s) will be published in *The Skopein* as soon as possible after the selection process has been completed.

Approved by the membership at a General Meeting on May 26, 1998

*Amendment approved by the membership at a General Meeting on May 1, 2002