



# **BYLAWS**

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**Canadian Union of Public Employees, Local No. 59  
(Saskatoon Civic Employees' Union)**

**Approved:            October 1, 2016**

## **ARTICLE 1 - NAME**

- 1.1 The name of the Local shall be Canadian Union of Public Employees, Local No. 59 (Saskatoon Civic Employees Union).

## **ARTICLE II - 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 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, sex, sexual orientation, age, 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.

## **ARTICLE III - INTERPRETATION & DEFINITIONS**

- 3.1 Masculine pronouns shall be understood to include the feminine gender.
- 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. 59.
- 3.5 Collective agreement, wherever mentioned, shall refer to the most recent bargaining agreement between the Canadian Union of Public Employees and its Saskatoon Civic Employees' Local No. 59 and The City of Saskatoon, Saskatoon Public Library Board, The Saskatoon Centennial Auditorium Foundation, The Saskatoon Gallery and Conservatory Corporation (Mendel Art Gallery), The Board of Police Commissioners and the Saskatchewan Place Association.
- 3.6 Officers or Table Officers, wherever mentioned, shall refer to the President, General Vice President, Recording Secretary and Secretary-Treasurer.

- 3.7 Executive Board, wherever mentioned, shall refer to the President, General Vice President, Recording Secretary, Secretary-Treasurer, and the Area Vice Presidents.

#### **ARTICLE IV - ELIGIBILITY FOR MEMBERSHIP AND MEMBERS IN GOOD STANDING**

- 4.1 All workers engaged in the public service field who would come within the bargaining scope of the Union established by the most recent certification are eligible for membership.
- 4.2 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 XIII.
- 4.3 New members shall be provided with a Local 59 information pamphlet which will contain the oath.
- 4.4 All permanent workers performing duties of a seasonal 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 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 V - ANNUAL MEETING, SPECIAL MEETINGS, AREA MEETINGS and ANNUAL ELECTIONS**

- 5.1 Commencing in 2017, annual elections shall be held the 2<sup>nd</sup> Thursday in June as outlined in Article XIV.

Commencing in 2004, the Annual meeting shall be held the 1<sup>st</sup> Saturday of October each year. If the 1<sup>st</sup> Saturday falls on a long weekend, then the meeting will take place the following week. Commencing in 2006, the meeting shall begin at 9:00 am and conclude no later than 12 noon of the same day, and if so desired by the voting membership, include two (2) half hour extensions. The order of business at the annual meeting will be as follows:

- a) Reading of Equality Statement
- b) Roll Call of Officers
- c) Reading of Minutes of Previous Annual Meeting
- d) President's Report
- e) Treasurer's Report and Budget
- f) Trustee's Report
- g) Committee Reports
- h) Bylaw Amendments
- i) New Business

- 5.2 A Special Membership meeting may be ordered by the Executive Board or requested in writing by not fewer than fifty (50) members. The President shall call a meeting as soon as possible when so ordered or requested and shall send out notices forty eight (48) hours prior to the meeting detailing the location and time of the meeting, along with the subject to be discussed. No other business shall be transacted at this meeting.

- 5.3 a) A quorum for the transaction of business of a Special meeting shall be designated as fifty (50) members in good standing of which five (5) must be members of the Executive and two of which must be Table Officers. If quorum is not met, another meeting can be rescheduled.
- b) A quorum for the transaction of business at the Annual General Membership (AGM) Meeting shall be designated as fifty (50) members in good standing of which five (5) must be members of the Executive and two (2) of which must be Table Officers. If quorum is not met within a one (1) hour waiting period from the original start time (9:00 am) of the meeting, the meeting will not proceed and Article 5.2 will apply.

- 5.4 With the exception of contract ratification, any motion presented by a Union member that affects the entire Local's benefits and wages must be submitted as a notice of motion in writing to the Recording Secretary at least sixty (60) days prior

to the annual meeting. All reports, motions, etc., must be made available to the membership at least thirty (30) days prior to the annual meeting.

5.5 Area Meetings: Area Vice Presidents will ensure that there will be at least one meeting every six (6) months within their area. In the event that more meetings are required, the Area Vice Presidents will be authorized to hold those meetings. The Area Vice President and one (1) table officer will be required to attend. Minutes of area meetings will be taken and forwarded to the Executive for action. Any actions taken by the Executive will be reported back to the area by the Area Vice President. The agenda for the area meeting will be as follows:

- 1) Reading of Equality Statement
- 2) Reading of the Minutes from the last Area Meeting
- 3) Table Officers Report
- 4) Area Vice President Report
- 5) Committee Reports
- 6) New Business

5.6 All business and discussion which takes place at any annual, special or area meeting are 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 1V. Any member who violates this provision may be disciplined in accordance with the National Constitution.

## **ARTICLE VI - VOTING OF FUNDS**

Any expenditure not covered by the budget which is in excess of one thousand dollars (\$1,000.00) shall be dealt with at a special membership meeting or the annual meeting.

## **ARTICLE VII - OFFICERS OF THE LOCAL**

The officers of the Local shall be the President, General Vice President, Secretary-Treasurer, Recording Secretary, five (5) Area Vice Presidents and the three (3) Trustees. Beginning in 2005, all officers shall be elected as outlined in Article XIV. In the event of a vacancy of one of the officers, the President with the approval of the Executive officers may appoint a member in good standing to fill the vacancy until the next election as outlined in Article XIV.

## **ARTICLE VIII - EXECUTIVE BOARD**

- 8.1 The Executive Board shall be comprised of the President, General Vice President, Recording Secretary, Secretary-Treasurer, and five (5) Area Vice Presidents.
- 8.2 The Board shall meet the first Tuesday of each month. In the event the first Tuesday of the month falls on a statutory holiday, the meeting shall be scheduled for the next immediate workday. Executive meeting minutes will be circulated at the area meetings and posted once they are passed by the Executive.
- 8.3 A quorum for Executive Board meetings shall consist of five (5) members of the Executive Board and must include at least two (2) table officers.
- 8.4 The officers shall hold title to any real estate of the Local as trustees for the Local. They shall have no right to sell, convey or encumber any real estate without first giving notice and then submit the proposition to the annual meeting and have such proposition approved.
- 8.5 The Board shall do the work delegated by the Local in conjunction with the terms set out by these Bylaws.
- 8.6 All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE National Constitution.
- 8.7 Any Executive Member can only hold one (1) position within the Executive Committee. When a Member runs for more than one (1) position and is successful for both, he or she must choose a position within seven (7) days of the Election.
- 8.8 Should any Executive Board member fail to answer the roll call for three consecutive regular meetings or three consecutive regular Executive Board meetings without having submitted good reasons, their office shall be declared vacant and shall be filled by an election at the following membership meeting.

## **ARTICLE IX- DUTIES OF OFFICERS**

- 9.0 All Officers must give all properties, assets, funds and all records of the Local Union to their successors at the end of their term of office. All signing Officers of Local 59 shall be bonded through the master bond held by CUPE National. Any Officer who cannot qualify for the bond shall be disqualified from having signing authority.
- 9.1 The ***President*** shall:
- a) enforce the CUPE Constitution and these Bylaws;
  - b) preside at annual or special meetings and preserve order;

- 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 his/her rulings) and in case of the vote in any matters including elections, have the right to cast the deciding vote;
- e) enforce Board or membership decisions on fines and penalties;
- f) ensure that all officers perform their assigned duties;
- g) make appointments to all vacancies where elections are not provided for;
- h) ensure that the Local's funds are used only as authorized or directed by the Constitution, Bylaws, or vote of the membership;
- i) attend as a delegate to the CUPE National Convention and Saskatchewan Division Convention. If the President is unable to attend then an alternate will attend;
- j) act as ex-officio member on all committees;
- k) shall abide by the terms and conditions as set out in the Memorandum of Agreement with the City of Saskatoon and the Letter of Understanding titled Terms and Working Conditions for the Positions of President and General Vice President attached to these bylaws;
- l) function as the Chief Executive Officer of the Local, and shall exercise supervision over the affairs of the Local;
- m) be signatory to all official documents except where otherwise assigned and shall be a co-signatory for all orders on the Treasury;
- n) be the primary spokesperson for the Local for the purpose of communicating with the media;
- o) will appoint four (4) Sergeant-at-Arms prior to the annual meeting each year.

9.2 The **General 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) be Chairperson at Executive Board meetings;
- d) be responsible for issuing membership cards upon request;
- e) attend as a delegate to the CUPE National Convention and Saskatchewan Division Convention. If the General Vice President is unable to attend then an alternate will attend;
- f) assist the President as assigned; and
- g) shall abide by the terms and conditions as set out in the Memorandum of Agreement with the City of Saskatoon and the Letter of Understanding titled Terms and Working Conditions for the Positions of President and General Vice President attached to these Bylaws.

9.3 The **Secretary-Treasurer** shall:

- a) receive all revenue, initiation fees, dues and assessments, keep a record of each member's payments, and deposit promptly all money with a bank or credit union;
- b) prepare all CUPE per capita tax forms and remit payment;
- c) record all transactions in a manner acceptable to the Board and in accordance with good accounting practices;
- d) be bonded for not less than Ten Thousand Dollars (\$10,000.00) 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;
- e) provide a monthly statement of revenue and expenses to the Executive Board;
- f) preside over annual and Board meetings in the absence of the President, General Vice President and Recording Secretary and shall appoint an Acting Recording Secretary for such meeting;
- g) pay no money unless supported by voucher duly signed by the President or General Vice President, except that no voucher shall be required for payment of per capita fees to any organization to which the Local is affiliated;
- h) make all books available for inspection by the auditors and for Trustees on reasonable notice, and have the books audited semi-annually;
- i) provide the Trustees with any information they may need to complete the audit report forms supplied by CUPE;
- j) not later than February 28 each year, furnish each member with a statement showing the net amount of tax-deductible dues paid during the preceding calendar year;
- k) be empowered, with the approval of the President, to employ necessary clerical assistance to be paid out of the Local's funds;
- l) shall be allowed to take one (1) day off with pay per month as required to perform the duties of the office;
- m) shall regularly make a full financial report to meetings of the Local's Executive Board, as well as a written financial report to each annual membership meeting, detailing all income and expenditures for the period;
- n) attend as a delegate to the CUPE National Convention and Saskatchewan Division Convention. If the Secretary-Treasurer is unable to attend then an alternate will attend.

9.4 The **Recording Secretary** shall:

- a) keep full and accurate account of the proceedings of all annual, area meetings and Executive Board meetings;
- b) record all motions, with the mover's and seconder's names, in the minute book of the Local;
- c) record all alterations in the Bylaws;
- d) answer correspondence and fulfil other secretarial duties as directed by the President:



- e) file a copy of all letters sent out and keep on file all communications;
- f) prepare and distribute all circulars and notices to members;
- g) have all books and papers ready on reasonable notice for auditors and Trustees;
- h) on termination of office, surrender all books, seals and other properties of the Local to his successor;
- i) preside over annual and area meetings and Executive Board meetings in the absence of both the President and the General Vice President;
- j) be empowered, with the approval of the President, to employ necessary stenographic or other assistance to be paid for out of the Local's funds;
- k) shall be allowed to take one (1) day off per month with pay as required to perform the duties of the office;
- l) shall supervise the Executive Assistant and direct the employee's work; and
- m) attend as a delegate to the CUPE National Convention and Saskatchewan Division Convention. If the Recording Secretary is unable to attend then an alternate will attend.

9.5 The **Area Vice Presidents** shall:

- a) be a member of the Local 59 Executive Board;
- b) represent their area to the fullest possible extent on the Executive Board;
- c) cause to be elected, Steward(s) in the identified areas;
- d) report back Executive Board decisions and other Union business to their members;
- e) acquaint new members with the operation of the Union;
- f) be responsible for advising the Executive Assistant of any illness or death of any member to ensure the proper expression of compassion is delivered;
- g) deal with problems in their areas;
- h) attend classes in union education wherever possible;
- i) attend all Executive Board meetings;
- j) arrange and chair all area meetings and report back to the Executive Board with any recommendations decided at the area meetings;
- k) report back to the area meetings the actions taken by the Executive Board as a result of any recommendations from the area meetings;
- l) investigate and resolve member problems where possible and refer any grievance matters to the Grievance Committee;
- m) meet with area stewards on a regular basis; and
- n) claim lost wages necessitated by the Area Vice President for travelling time to and from, and attendance at the annual and Executive Board meetings.

9.6 The **Stewards** shall:

- a) assist the Area Vice President in the performance of their duties.
- b) attend Area Meetings related to their areas as well as the Annual General Meeting.

9.7 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 to the first annual meeting following the completion of each audit;
- c) be responsible to ensure that monies have not been paid out without proper constitutional membership authorization;
- d) ensure that proper financial reports have been 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; and
- h) evaluate all tangible assets in dollars and report same to the membership at least once yearly.

9.8 **Chairpersons of Standing Committees** shall:

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

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

- a) guard the inner door at annual 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 an accurate record of attendance for the annual meeting;
- c) tile the doors when directed to by the Chair; and,
- d) perform such other duties as may be assigned by the Executive Board.

## **ARTICLE X – HONOURARIUMS**

10.1 The following expense allowances shall be provided after deductions. Appropriate taxes will also be paid.

	<u>Monthly</u>
a) President	\$375.00
b) General Vice President	\$375.00
c) Recording Secretary	\$375.00
d) Secretary-Treasurer	\$375.00
e) Area Vice President	\$375.00

10.2 Where multiple functions are performed, the Executive member will receive only the highest appropriate expense allowance.

- 10.3 Expense allowances will be paid at the Executive meeting. 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.
- 10.4 An honourarium of \$50.00 per audit will be granted to each Trustee.

## **ARTICLE XI- MEMBER BENEFITS**

- 11.1 On retirement, a member in good standing, shall receive a gift of Twenty-Five Dollars (\$25.00) for each calendar year as a member of Local 59. No member shall receive less than two hundred and fifty dollars (\$250.00). If a member is forced to leave Local 59 because of health reasons this Article shall apply.
- 11.2 a) If a member is hospitalized due to illness, gives birth or spouse gives birth, or is ill at home in excess of five (5) days, they shall receive an appropriate card.
- b) In the event of a member's or a family member's death, they shall receive either flowers or a memorial donation. The cost not to exceed seventy-five (\$75.00). For the purposes of this clause a family member shall include partner, parent(s), parent-in-laws, sibling(s) or children. Amount not to exceed seventy-five (\$75.00). In lieu of flowers, a monetary donation to a charity of seventy-five dollars (\$75.00) shall be made.
- 11.3 In the event of a member in good standing's death, the family of that member shall receive the same gift as if that member had retired. The minimum amount received shall be Two Hundred and Fifty Dollars (\$250.00).
- 11.4 The cost of babysitting for members who wish to attend the annual membership meeting will be subsidized up to a maximum of fifty (\$50.00) dollars per meeting, not to exceed minimum wage per hour. Proof of membership and payment shall be required before any claims will be paid by the Secretary-Treasurer.

## **ARTICLE XII – INDEMNITY CLAUSE**

CUPE Local 59 shall pay the cost of:

- 12.1 a) Defending an action or proceeding against a Union officer claiming liability on the part of that Union officer for acts of omissions done or made by the Union 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 a Union officer as a result of the finding of liability on the part of that Officer for acts of omissions done or made by the Union officer in the course of his/her actions.

This Bylaw shall cover Executive officers of Local 59 only.

## **ARTICLE XIII - FEES, DUES, AND ASSESSMENTS**

- 13.1 Initiation Fee: All new members to be assessed an initiation fee of ten (\$10.00) Dollars upon first application for membership.
- 13.2 Commencing November 1, 2015 – October 31, 2017, the dues structure will be 1.40 percent of regular earnings (not premium pay) and that there be no cap to the dues structure. November 1, 2017, the dues structure will revert back to 1.75 percent.
- b) Changes in the level of the initiation or the monthly dues, or the levying of any special assessment, can be affected only by following the procedure for amendment of these Bylaws (see Article 20.2).
  - c) Notwithstanding the above provisions, if the CUPE Convention raises minimum fees and/or dues, these Bylaws will be deemed to have been automatically amended to conform to the new CUPE minimum.
- 13.3 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.
- 13.4 Fightback Fund:
- a) CUPE Local 59's Fightback Fund be funded by designated security investments and their returns.
  - b) CUPE Local 59's Fightback Fund may be allocated for costs incurred during a strike, lock-out, study session or any other job action.

## **ARTICLE XIV - NOMINATION, ELECTION AND INSTALLATION OF OFFICERS AND COMMITTEE MEMBERS**

- 14.1 Nomination
- a) Beginning in 2005, nominations for positions up for election shall be made in writing and given to the Recording Secretary thirty (30) days prior to the date the elections are held (1<sup>st</sup> Thursday in June). Nominations will only be accepted when the nominator is a member in good standing. Nominations must be accompanied by the signatures of ten (10) additional members in good standing. Any member nominated and who allows their name to stand for election must be a member in good standing.
  - b) Beginning in 2005, Area Vice President's are only eligible to run for the area in which they are employed in. If, after elected to office, the Area Vice President relocates to a new area, they will continue to fulfill their term in office.

- c) Beginning in 2005, Area Vice Presidents shall be elected by the group they represent, i.e. Police staff members can only vote for Police Staff Area Vice President
- d) President, General Vice President, Recording Secretary, Treasurer and Trustees shall be voted for by the entire membership.

#### 14.2 Elections

- a) Beginning in 2017, the Local shall hold elections the 2<sup>nd</sup> Thursday of June to cover off all members that might be excluded in this process (i.e. seasonal) with voting taking place at City Hall, Vic Rempel Yards, Lakewood Civic Centre and Committee Room E City Hall, or, in the event that these locations are not available, at a location close to the designated locations. The vote shall be by secret ballot.
- b) A plurality of votes cast shall be required before any candidate can be declared elected. In the case of a final tie vote, the presiding officer may cast the deciding vote.
- c) All candidates for office shall be allowed one (1) scrutineer to ensure the accuracy of the vote count.
- d) Recount – Commencing in 2007, should a candidate request a recount of the results of the Election, the Elections Committee shall conduct this process with the presence of the CUPE Servicing Representative or a CUPE designate.
  - i) The candidate requesting the recount shall instruct the Elections Committee Chairperson immediately of the “request for a recount”.
  - ii) The recount shall occur within seven (7) days of the election date.
  - iii) The candidate(s) and/or their scrutineer(s) can be present during the recount upon advising the Elections Committee Chairperson.
  - iv) If the scrutineer(s) and/or candidate(s) have notified the Elections Committee Chairperson of their request to be present at the recount process, the scrutineer(s), candidate(s), Elections Committee, and employees of CUPE National (CUPE Servicing Representative) shall conduct themselves in a professional manner and within the guidelines as outlined in the CUPE Equality Statement.
  - v) If questions arise during the recount process, the Chairperson of the Elections Committee along with the guidance of the CUPE Servicing Representative or designate shall, in their best judgement, resolve all matters and concerns.

#### 14.3 Installation

- a) Beginning in 2005, all duly elected officers shall be installed at the first Executive Board meeting of the month and shall continue in office for two

- (2) years or until a successor has been appointed, provided however, that no term of office, except trustees, shall be longer than two (2) years.
- b) President and Secretary-Treasurer to be elected for two (2) year terms beginning in 2002.
  - c) General Vice President and Recording Secretary to be elected for two (2) year terms beginning in 2003.
  - d) Area Vice Presidents shall be elected for two (2) year terms beginning in 2002 and 2003. The areas to be represented shall be as follows:
    - 1) Area 1 - Corporate Performance and Asset & Financial Management (2002)
    - 2) Area 2 - Community Services (2003) Except Parks
    - 3) Area 3 - Transportation and Utilities; Clerks and Solicitors (2002)
    - 4) Area 4 - Saskatoon Police Service and Fire (2003) All staff in Building (2003)
    - 5) Area 5 - Parks and Boards - Mendel Art Gallery, Sask Place (Credit Union Centre). Centennial Auditorium (TCU Place) all staff (2002).
  - e) Stewards shall be elected for a two (2) year term beginning in 2000 by the membership from the area they represent as deemed necessary by the Area Vice President.
  - f) Beginning in 1977, the Trustees shall be elected so that 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 thereafter 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.

#### 14.4 By-Elections

Should an office become vacant for any other reason, the resulting by-election should be conducted as closely as possible in conformity with Article XIV.

### **ARTICLE XV – DELEGATES REIMBURSEMENT OF EXPENSES**

- 15.1 Except as specified in Articles 9.1(i), 9.2 (e), 9.3(n) and 9.4(m), delegates to conventions shall be chosen from the Executive Board. In the event that members of the Executive Board do not wish to attend, the Executive will appoint delegates who will be chosen from a pool of active members, i.e. committee members, stewards, etc.
- 15.2 For all delegates to conventions, conferences, committee meetings, seminars and schools held outside the City of Saskatoon, the Local shall pay:
- a) Transportation expenses or car allowance shall be based on the City's mileage rate (base rate not to apply). The most economical method of transportation feasible should be used. When mileage is being paid, except for reasonable circumstances, at least two (2) delegates must ride together.

- b) A per diem allowance of sixty dollars (\$60.00) per day for out of City but within the Province, plus hotel expenses; and eighty-five (\$85.00) dollars per day for out of Province, plus hotel expenses.
  - c) Any lost wages as a result of convention attendance will be reimbursed.
  - d) Any other reasonable receipted expenses shall be reimbursed by the Local.
- 15.3 Delegates to conventions, education institutes, seminars or union schools held locally, shall have no travel allowance. There shall be a per diem as follows:
- a) twenty-five (\$25.00) dollars per day;
  - b) Compensation for any loss of wages necessitated by attendance.
  - c) Where meals are provided no per diems will be paid.
- 15.4 When a member attends a union school and the Local pays the cost of registration which includes room and board, the per diem shall be Twenty Dollars (\$20.00) including incidentals plus present mileage policy used and any loss of wages necessitated by attendance.
- 15.5 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.
- 15.6 All members interested in attending educationals and seminars must direct their request to the Executive Board. The Education Committee in conjunction with the table officers will approve requests to attend any educationals and/or seminars.
- 15.7 Members who attend conferences, conventions, seminars, schools, etc. on behalf of the Local shall submit a written report after attending to the membership.
- 15.8 All expenditures for the legitimate business of the Local shall be claimed on expense vouchers, and all expense vouchers shall be authorized by the Secretary-Treasurer and approved by the President or General Vice President. All expense vouchers shall include a description of the activity performed, purpose of the activity, key persons met with and/or name of the group, date, time and place of each meeting, signature of applicant, and signature of President or General Vice President. Expense vouchers shall also include particulars of all reimbursements claimed (e.g. per diem, transportation, parking fees, hotel, postage, telephone, child care and a copy of the Union Leave request).

## **ARTICLE XVI - COMMITTEES**

### **16.1 Negotiating Committee**

- a) This Committee shall be comprised of the President, General Vice President, Recording Secretary, Secretary-Treasurer and the five (5) Area Vice Presidents.
- b) The function of this Committee shall be to prepare collective bargaining proposals and to negotiate a Collective Agreement.
- c) The CUPE Representative assigned to the Local shall be one of the spokespersons and non-voting member of the Committee, and shall be consulted at all stages, from formulating proposals, through negotiations, to contract ratification by the membership.
- d) 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 Special Committees**

- a) A special ad hoc committee may be established for a specified purpose and period by the membership.
- b) The members shall be appointed by the President with the approval of the Executive Board.

### **16.3 Standing Committees**

- a) Unless otherwise specified, the chairpersons of standing committees shall be appointed or elected by the Executive Board from Executive Board members. The Executive Board may appoint other members to serve on a committee. The President and/or the General Vice President shall be a member, ex-officio of any standing committee. The standing committees shall be as follows:

1. Grievance/Solutions
2. Education
3. Reclassification/Job Evaluation
4. Social
5. Municipal Steering
6. Benefits
7. Occupational Health and Safety
8. Budget
9. Community Relations and Solidarity
10. Editorial Board
11. Bylaw

### **16.4 Grievance/Solutions Committee**

- a) The Committee shall consist of the following:
  - (i) Table Officers
  - (ii) The Area Vice Presidents



- b) Any committee member has the authority to decide if the grievance is acceptable and to take the grievance to the first step. In the event the matter remains unresolved, it shall be presented to the Grievance/Solutions Committee for discussion and direction.
- c) The Committee shall meet the third (3<sup>rd</sup>) Tuesday of each month, wherever possible.
- d) The grievance shall proceed to the arbitration stage subject to approval from the Grievance/Solutions Committee.

#### 16.5 Education Committee

- a) To consist of the Secretary-Treasurer or an appointed designate, and two (2) members of the Executive Board to be appointed by the Executive Board.
- b) This Committee shall co-operate with the Education and Union Development Department of CUPE in implementing both the Local's and CUPE's educational programs.
- c) This Committee shall arrange for representation of the Local at educational seminars and conferences as well as overseeing duties as outlined in Article 15.6.
- d) To administer the joint City of Saskatoon/CUPE Local 59 scholarship.

#### 16.6 Employment Equity Committee

- a) To consist of a chairperson to be appointed by the Executive Board with two (2) additional members appointed by the President and approved by the Executive Board.
- b) To be working members on the Joint Union/City Employment Equity Committee.
- c) To deal with complaints of violations of the Saskatchewan Human Rights Code and work with the agency to their resolution.
- d) To investigate and handle complaints of discrimination and sexual harassment.

#### 16.7 Social Committee

- a) To consist of a Chairperson to be appointed by the Executive Board from the Executive Board and two (2) members to be elected, or appointed by the President, and approved by the membership.
- b) It is the function of this Committee to arrange and conduct all social and recreational activities of the Local, either on the committees own initiative, or as a result of decisions taken at the annual membership meeting.
- c) The Secretary-Treasurer will be responsible for all finances.
- d) The Committee shall submit reports and proposals to the Executive Board or to the membership, as required.
- e) A ceiling for the Committee's net expenditures shall be fixed annually by the membership.
- f) The Executive Board shall be held responsible for the proper functioning of this Committee.

16.8 Municipal Steering Committee (Saskatchewan Division CUPE)

- a) To consist of the Executive Board.
- b) The function of this Committee shall be to co-ordinate, as far as possible, bargaining strategies and to maintain a line of communication on all matters considered in the best interest of the Local.

16.9 Benefits Committee

- a) To consist of the President, General Vice President and Secretary-Treasurer, or an appointed Executive member designate.
- b) The three (3) areas to be represented are:
  - i) Pension, dental and medi-optical plans (permanent full-time)
  - ii) Pension, dental and medi-optical plans (other than permanent full-time)
  - iii) Sick Bank, Benefits and Employee and Family Assistance Plan
- c) The President and/or General Vice President, or an appointed designate (permanent full-time) shall be Local 59's representative on the Pension Administration Board.
- d) The President and/or General Vice President, or an appointed designate, shall be Local 59's representative on the Sick Leave Bank Committee and on the E.F.A.P. Board.
- e) This Committee's function shall be to:
  - i) Monitor the present Pension Plans and to formulate ideas for changes to the Plans
  - ii) Oversee present benefits which include:
    - Group Insurance
    - Unemployment Insurance
    - Workers' Compensation
    - Sick Leave Bank
    - Dental Plan
    - Medi-Optical Plan
  - iii) Monitor the present E.F.A.P. Plan and to formulate ideas for changes to the Plan.

16.10 Job Evaluation (JE) Maintenance Committee

- a) The Committee will consist of up to six (6) members appointed by the Executive Board. The Chair of the Job Evaluation Maintenance Committee will be appointed by the President or elected from within the committee.
- b) The function of the committee shall be to establish a fair wage structure and eliminate employee wage inequities and to provide ongoing maintenance to the Job Evaluation plan.

16.11 Budget Committee

- a) To consist of the four (4) table officers of which the Secretary-Treasurer shall be the Chairperson.
- b) The function of this Committee shall be to prepare an annual budget to be approved by the membership.

#### 16.12 Community Relations and Solidarity Committee

- a) To consist of the Executive Board. Each Area Vice President will be assigned one of the following areas of responsibility:
  - i) Newsletter
  - ii) Community
  - iii) Public Relations
  - iv) City Council
  - v) Solidarity
- b) Participation by other members in these areas will be voluntary. In the event that a sub-committee is formed to deal with each issue, the Executive member appointed to the Committee will act as the Chairperson of the Committee.
- c) The Committee's function shall be to:
  - i) publish a newspaper and other literature as deemed necessary;
  - ii) maintain an ongoing file of media publications pertinent to the Local;
  - iii) liaise with community groups and other municipal Unions/Locals on issues related to the well-being of CUPE Local 59;
  - iv) donations will only be made to labour-related causes (e.g. strikes) and will be reviewed and recommended by the Committee in conjunction with the Budget;
  - v) work in co-operation with and report to the Association of Civic Employees;
  - vi) report to the Executive Board any relevant issues that arise at City Council.

#### 16.13 Editorial Board

- a) To consist of the table officers;
- b) To be responsible for material published in the newspaper and other literature published on behalf of the Local.

#### 16.14 Bylaw Committee

- a) To consist of the four (4) table officers, one (1) permanent full-time employee from a civic department, one (1) member from Boards and Commissions, and one (1) member from seasonal, part-time and temporary. The three (3) members of the Committee shall be appointed by the Executive Board.
- b) The Committee's Function shall be:
  - i) to review the Bylaws and prepare written recommendations to be considered by the membership at the annual meeting;
- c) The Committee shall meet yearly and when instructed to do so by the membership.

#### 16.15 Occupational Health and Safety Committee

- a) To consist of one (1) representative from each of the workplace committees to be elected by the area represented or appointed by the President and approved by the membership;
- b) The function of this Committee shall be to have continuing concern with respect to the health and safety of members of Local 59 in the workplace;
- c) The Local 59 Co-Chairpersons of the above committees shall meet as necessary to discuss concerns and recommend solutions, direction or job action;
- d) The Co-Chairpersons' meetings may be called by any Co-Chairperson as may be deemed necessary;
- e) The Chairperson of this Committee shall be elected by the membership or appointed by the President from the group of Co-Chairpersons and shall be an ex-officio of all workplace committees.

#### 16.16 Blue Cross Committee:

To consist of an appointed Executive member and up to six additional members appointed by the Executive Board representing the following groups:

- full time, part time, seasonal, job share and family, couple, single

The Committee will meet semi-annually to review and make recommendations to the Executive Board.

The Committee's mandate will be:

- to examine and make recommendations with respect to innovations and economies of scale that will result in cost savings while maintaining or enhancing existing coverage;
- to review plan(s) costs versus plan funding on an annual basis to ensure a reserve of no less than \$750,000 be maintained, whereby said reserve be used to provide investment income to fund annual plan cost increases;
- To recommend to the Executive Board the rate adjustments on an as needed bases and provide a yearly update on the status of the plans;
- To be consulted prior to any rate or benefit adjustments;
- To monitor the group Medi-Optical plan and the Dental Plan to ensure it meets the needs of the Local

### **ARTICLE XVII - LABOUR COLLEGE OF CANADA**

Local 59 shall:

- 17.1 Maintain a fund of One Thousand, Five Hundred Dollars (\$1,500.00) to be used by a member who qualified for either a CUPE or a CLC scholarship at the Labour College.

- 17.2 Pay the cost of tuition and books for any member taking the correspondence course relating to the Labour College of Canada, subject to approval of the membership.
- 17.3 Upon prior notice of entering the Saskatchewan Labour Studies Program and upon completing and receiving a passing grade, Local 59 will reimburse a member 100% of the Registration cost. Registration receipt must accompany application for reimbursement.

### **ARTICLE XVIII - SCHOLARSHIPS**

- 18.1 To be jointly sponsored by Local 59 and the City of Saskatoon.
- 18.2 Two (2), Five Hundred Dollar (\$500.00) scholarships to be awarded annually.
- 18.3 Open to children of "members" of Local 59, former members deceased before retirement, while employed with the City of Saskatoon and children whose legal guardians are members of Local 59.
- 18.4 Awards will be made on the basis of the highest average marks obtained in grade 12.
- 18.5 Applicants are to be enrolled in the first year of a minimum of a two (2) year course at any Canadian University or in a two (2) year diploma course at a recognized institute of Applied Arts and Science in Canada.
- 18.6 All applications are to include:
- a) Proof of age;
  - b) Letter of acceptance from the school in which enrolment has been obtained;
  - c) Statement of grade 12 marks from the Department of Education;
  - d) Name of parent/guardian and the department in which they work;
  - e) Other criteria as set out by the Education Committee and included in the information sent out by the Education Committee.
- 18.7 All applications are to be submitted before September 30th of the year in which the award is to be made.
- 18.8 To be administered by the Education Committee.

### **ARTICLE XIX - RULES OF ORDER**

- 19.1 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.

- 19.2 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 XX - AMENDMENT**

- 20.1 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.
- 20.2 These Bylaws shall not be amended, added to, or suspended except upon a majority vote of those present and voting at an annual or special membership meeting following sixty (60) days written notice, or notice given at an annual meeting.
- 20.3 Subject to Article 20.1 changes to these Bylaws are in effect upon approval by the membership and the National President of the Canadian Union of Public Employees.

## **APPENDIX "A" TO THE BYLAWS OF LOCAL 59 - CUPE RULES OF ORDER**

- A.1 The President or in his/her absence, the General Vice President, shall take the Chair at all annual and special membership meetings. In the absence of both the President and the General 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 four (4) table officers, a Chairperson Pro Tem shall be chosen by the Local.
- A.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.
- A.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.
- A.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.
- A.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.
- A.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.
- A.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.
- A.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.
- A.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.
- A.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.
- A.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.
- A.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.

- A.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.
- A.14 No religious discussion shall be permitted.
- A.15 The President shall take no part in debate while presiding, but may yield the Chair to the General Vice President in order to speak on any question before the Local, or to introduce a new question.
- A.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.



**APPENDIX "B" TO THE BYLAWS OF LOCAL 59**  
**TERMS AND WORKING CONDITIONS FOR THE POSITIONS OF PRESIDENT AND**  
**GENERAL VICE PRESIDENT**

In addition to the existing provisions of the Local Bylaws, and for as long as the attached Memorandum of Agreement Re: Payment of Union Representation, that has been approved by the Union and the Employer, exists, the following terms and conditions shall also apply:

- CUPE Local 59 agrees that the terms and conditions of employment and benefits for the President and General Vice President under this agreement and the Memorandum of Agreement shall be identical to those provided in the Collective Agreement between the City of Saskatoon and the Canadian Union of Public Employees, Local 59 except where expressly provided otherwise in this agreement or in the Memorandum of Agreement.
- All rights, benefits, privileges, practices and working conditions which the President and General Vice President now receive shall continue unless modified by mutual agreement between CUPE Local 59 and the President and General Vice President.
- Hours of Work shall not apply and the President and General Vice President are not eligible for overtime. The President and General Vice President shall be required to work such hours and time as is necessary to complete a reasonable workload.
- Daily expenses, travel and accommodation allowances for out-of-town activities shall be as per the CUPE Local 59's policy for its members.
- It is agreed that CUPE Local 59 shall provide without charge, a parking stall for the use of the President and General Vice President. In addition, CUPE Local 59 agrees to pay 100 % of all receipted parking expenses incurred while on business for CUPE Local 59.
- As they are no longer eligible for employer sponsored conferences and/or educationals, it is agreed that the President and General Vice President are each allowed and encouraged to attend one conference/educational of their choice during each calendar year.
- In addition to the duties defined in the Local Bylaws, the President and General Vice President are required to:
  - Liaison with political and administrative representatives of the City of Saskatoon;
  - Advise, assist and guide executive members in interpreting contract language and processing grievances and reclassification appeals;
  - Assist in preparing contract demands and participate in negotiations;
  - Be prepared to guide the Local in preparing for and conducting strikes, demonstrations and other labour or political protests;
  - Research, prepare and present briefs to arbitration or labour relations boards;
  - Be familiar with and assist the Executive in understanding and interpreting current labour legislation and policies, and react appropriately to proposed or legislative changes;
  - Consult with CUPE Staff and National and Provincial Offices on matters affecting Local 59;

- Consult and work with coalitions, other unions, media and various community groups as required and to further Union policies and programs;
- Promote a good image of CUPE Local 59 in all matters related to the Local;
- Provide leadership and make recommendations to membership, Executive and staff;
- Perform other duties assigned by the Executive and membership on an as required basis;
- In the event that the President or General Vice President are unable to carry out the responsibilities of the position for an extended period of time (to be determined by the membership), the President or General Vice President agree that they will either take a leave of absence or resign so that their position may be filled and so that the Local is able to continue realizing the benefits of the Memorandum of Agreement on Union Leave.

## **RULES FOR CANDIDATES REGARDING ELECTION DAY, AND, RULES FOR ELECTION COMMITTEE**

### **RULES FOR CANDIDATES REGARDING ELECTION DAY:**

- There will be no campaigning allowed on election day.
- 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.
- 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 voting 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. Scrutineers cannot be candidates for another position. Candidates are only allowed to have a scrutineer present during the counting of ballots.
- The only people allowed in the voting stations (aside from those voting) is the Elections Committee.

### **RULES FOR ELECTION COMMITTEE:**

- The members of the Election Committee shall not speak to any candidates during the voting day (aside from when the candidates are voting).
- No member of the Election Committee is allowed to campaign or suggest who to vote for on election day.
- As a ballot box becomes full, the Committee will lock the box and will seal it with duct tape.
- If any questions arise regarding the voting, they shall be directed to the Staff Representative.

### **NOTICE OF MOTION:**

That the Local purchase a property to house the Union office for daily Union business, with the purchase price not to exceed \$300,000.00.