



# **BYLAWS**

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

**Approved: October 14, 2023**

## **ARTICLE I - 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 National 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.
- 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 all genders.
- 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 Bargaining 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 (TCU Place), the Remail Modern Art Gallery, the Board of Police Commissioners, and the Saskatchewan Place Association (SaskTel Centre).
- 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.
- 3.8 A member in good standing is a person who has paid the initiation fee, and is currently paying dues to the Union.

#### **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 CUPE 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 inform themselves 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 and 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. 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 GENERAL MEETING, SPECIAL MEETINGS, AREA MEETINGS and ANNUAL ELECTIONS**

- 5.1 Annual elections shall be held the second Thursday in June as outlined in Article XIV.
- 5.2 The Annual General Meeting shall be held the first Saturday of October each year. If the first Saturday falls on a long weekend, the meeting will take place the following week. The meeting shall begin at 9:00 a.m. 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) A quorum for the transaction of business at the Annual General Membership 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 a.m.) of the meeting, the meeting will not proceed, and Article 5.3 will apply.
  - b) The order of business at the Annual General Meeting will be as follows:
    - i) Land Acknowledgement
    - ii) Reading of Equality Statement
    - iii) Roll Call of Officers
    - iv) Reading of Minutes of Previous Annual Meeting
    - v) President's Report
    - vi) Treasurer's Report and Budget
    - vii) Trustees' Report
    - viii) Committee Reports
    - ix) Bylaw Amendments
    - x) New Business
- 5.3 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 within fourteen (14) calendar days 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.
- a) A special membership meeting that is requested in writing by not fewer than fifty (50) members shall:
    - i) Include a concise description of the subject(s) to be discussed at the meeting.
    - ii) Include both the printed name and signature of each member requesting the meeting so they may be verified against the membership rolls.

- b) 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 (2) of which must be Table Officers. If quorum is not met, another meeting can be rescheduled.
- 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 (1) 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:
- i) Land Acknowledgement
  - ii) Reading of Equality Statement
  - iii) Reading of Minutes from the last Area Meeting
  - iv) Table Officers Report
  - v) Area Vice President Report
  - vi) Committee Reports
  - vii) 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 IV. Any member who violates this provision may be disciplined in accordance with the National Constitution.

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

- 6.1 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**

- 7.1 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. 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 Executive 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.
- 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 Executive 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, they 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 (3) consecutive regular meetings or three (3) consecutive regular Executive Board meetings without having submitted good reasons, their office shall be declared vacant and shall be filled according to the current election schedule. Vacancies beyond three (3) months must move to a by-election. Any office of CUPE Local 59 should not be without representation at the Executive Board level for more than three (3) months.

**ARTICLE IX - DUTIES OF OFFICERS, STEWARDS, TRUSTEES, STANDING COMMITTEE CHAIRPERSONS, AND SARGEANT-AT-ARMS**

9.0 All signing officers of CUPE 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. 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.

9.1 The ***President*** shall:

- a) Enforce the CUPE National Constitution and these Bylaws and the Equality statement.
- b) Preside at all membership meetings and preserve order.
- c) Be Chairperson at Executive Board meetings.
- d) Decide all questions of order and procedure (subject always to appeal by the membership).
- e) Have a vote on all matters (except appeals against their rulings).
- f) Enforce Executive Board or membership decisions on fines and penalties.
- g) Ensure that all officers perform their assigned duties.
- h) Make appointments to all vacancies where elections are not provided for.
- i) Ensure that the Local's funds are used only as authorized or directed by the Constitution, Bylaws, or vote of the membership.
- j) 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.
- k) Act as ex-officio member on all committees.
- l) Abide by the terms and conditions as set out in the Memorandum of Agreement with the City of Saskatoon and the Letter of Understanding. see Appendix B (if applicable).
- m) Function as the Chief Executive Officer of the Local, and exercise supervision over the affairs of the Local.
- n) Be signatory to all official documents except where otherwise assigned and shall be a co-signatory for all orders on the Treasury.
- o) Be the primary spokesperson for the Local for the purpose of communicating with the media.
- p) Appoint four (4) Sergeant-at-Arms prior to the annual meeting each year.
- q) Work full-time hours on behalf of the Local.
- r) Shall supervise the Executive Assistant and direct the employee's work.

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 responsible for issuing membership cards upon request.

- d) 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.
- e) Assist the President as assigned.
- f) Be a co-signatory for all orders on the Treasury.

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 Executive Board and in accordance with good accounting practices.
- d) Provide a monthly statement of revenue and expenses to the Executive Board.
- e) 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.
- f) 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.
- g) Make all books available for inspection by the auditors and for Trustees on reasonable notice, and have the books audited semi-annually. Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees.
- h) Provide the Trustees with any information they may need to complete the audit report forms supplied by CUPE.
- i) 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.
- j) Be empowered, with the approval of the President, to employ necessary clerical assistance to be paid out of the Local's funds.
- k) Shall be allowed to take one (1) day off with pay per month as required to perform the duties of the office.
- l) 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.
- m) 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.
- n) Sign all cheques and ensure that the Local's funds are used only as authorized or directed by the CUPE National Constitution, Local Bylaws, or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences.



- o) Be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National as well as records and supporting documents for all income received by the Local.

9.4 The **Recording Secretary** shall:

- a) Keep full, accurate, and impartial account of the proceedings of all regular or special membership and Executive Board meetings. These records must also include a copy of the full financial report (Executive Board meetings) and the written financial report (membership meetings) presented by the Secretary-Treasurer. The record will also include Trustees' reports.
- 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 their 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) 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 CUPE 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) Attend classes in Union education wherever possible.
- h) Attend all Executive Board meetings.

- i) Arrange and chair all area meetings and report back to the Executive Board with any recommendations decided at the area meetings.
- j) Report back to the area meetings the actions taken by the Executive Board as a result of any recommendations from the area meetings.
- k) Investigate and resolve member problems where possible and refer any grievance matters to the Grievance Committee.
- l) Meet with area stewards on a regular basis.
- m) 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 in writing 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 for all meetings of the Executive Board.
- 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 annual audit to the National Secretary-Treasurer in accordance with the provisions of the CUPE Constitution.
- h) Evaluate all tangible assets in dollars and report same to the membership at least once yearly.
- i) Submit in writing to the President and Secretary-Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local's funds, records, and accounts are being maintained by the Secretary-Treasurer and Recording Secretary in an organized, correct, and proper manner.
- j) Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:
  - Trustee Audit Program
  - Completed Trustees' Report
  - Secretary-Treasurer Report to the Trustees
  - Recommendations made to the President and Secretary-Treasurer of the Local Union

- Secretary-Treasurer's response to recommendations
- Concerns that have not been addressed by the Local Union Executive Board

9.8 The **Chairpersons of Standing Committees** shall:

- a) Perform the duties of their committees.
- b) Make regular reports to the Executive Board, and the Trustees as required.
- c) Provide an annual report at the Annual General Meeting.

9.9 The **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.
- d) Perform such other duties as may be assigned by the Executive Board.

## **ARTICLE X - HONOURARIUMS AND COMPENSATION**

10.1 The following expense allowances shall be provided before deductions. Appropriate taxes will be the responsibility of the Executive member.

	<u>Monthly</u>
a) President	\$625.00
b) General Vice President	\$625.00
c) Recording Secretary	\$625.00
d) Secretary-Treasurer	\$625.00
e) Area Vice President	\$625.00

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 fifty dollars (\$50.00) per audit and appeal will be granted to each Trustee.

10.5 The Local shall compensate the President's position in the event that the City no longer funds the position.

- a) The rate of pay for the President's position shall be Grade 21 Step 3 as found in the Collective Bargaining Agreement.

- b) The Local will establish and maintain a reserve in the amount of one hundred thousand dollars (\$100,000.00) to fund any Union paid wages for the President's position.
- 10.6 The Local shall seek to negotiate the President's Memorandum of Agreement regarding compensation through the bargaining process.

## **ARTICLE XI - MEMBER BENEFITS**

- 11.1 On retirement, a member in good standing, shall receive a gift valued at twenty-five dollars (\$25.00) for each calendar year as a member of CUPE Local 59, not less than two hundred and fifty dollars (\$250.00). If a member is forced to leave CUPE 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 one hundred and twenty five dollars (\$125.00). 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 one hundred and twenty five dollars (\$125.00). In lieu of flowers, a monetary donation to a charity of one hundred and twenty five dollars (\$125.00) 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 token of sympathy received shall be valued at 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 dollars (\$50.00) 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.
- 11.5 When CUPE Local 59 events include alcohol, a cab and/or shuttle service will be subsidized and/or arranged by the Social Committee/Executive Board and information will be included in event literature.

## **ARTICLE XII - INDEMNITY CLAUSE**

- 12.1 CUPE Local 59 shall pay the cost of:
- 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 their 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 their actions.
  - c) This Bylaw shall cover Executive officers of CUPE Local 59 only.

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

- 13.1 Initiation Fee: All new members to be assessed an initiation fee of ten dollars (\$10.00) upon first application for membership.
- 13.2 The dues structure will be 1.50% of regular earnings (not premium pay) and there shall be no cap to the dues structure.
- a) Changes in the level of the initiation or the monthly dues, or the levying of any special assessment, can be effected only by following the procedure for amendment of these Bylaws (see Article 20.2).
  - b) 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 Re-admission Fee: The re-admission fee of ten dollars (\$10.00).
- 13.5 Non-Payment of Dues and Assessments:
- a) A member who fails to pay dues and assessments for three (3) months is automatically suspended from membership. The suspension will be reported to the Executive Board by the Secretary-Treasurer. The Executive Board will report all suspensions to the next membership meeting. The member may return to membership in good standing by paying a readmission fee and any other penalty set by the Local. The readmission fee cannot be less than the initiation fee of the Local.
  - b) A member who has been unemployed or unable to work because of sickness shall pay the readmission fee but may not be required to pay arrears.

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

### 14.1 General

- a) The election of officers will be held the 2nd Thursday of June in each calendar year. The election will be conducted using secret ballot either in-person voting or electronic voting system, as approved by the membership. To be elected, a candidate must receive a plurality of the votes cast.
- b) The online polls will be open from 6:00 a.m. to 7:00 p.m. on election day. The results will be announced the next day via email to all members.
- c) The President, as provided for in Article IX, shall appoint the Director of Elections from the membership who shall be responsible for managing the election of officers for the Local.
- d) The President, General Vice President, Recording Secretary, Secretary-Treasurer, and Trustees shall be elected by the entire membership.
- e) Area Vice Presidents and stewards shall be elected by the group they represent.
- f) 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.
- g) If, after elected to office, an Area Vice President relocates to a new area, they will continue to fulfill their term in office.
- h) Should an office become vacant for any reason, the resulting by-election should be conducted as closely as possible in conformity with this section. The term of office for any position filled through a by-election will be the term that the vacated position was initially elected to fulfill.

### 14.2 Position Terms and Election Schedule

- a) Two (2) Year Terms
  - i) The President and Secretary-Treasurer shall be elected in even numbered years.
  - ii) The General Vice President and Recording Secretary shall be elected in odd numbered years.
  - ii) Area Vice Presidents shall be elected with the representation and years elected as follows:
    - 1) **Even Numbered Years**
      - Area 1: Corporate Financial Services and Information Technology
      - Area 3: Transportation and Construction, Clerks and Solicitors, Planning and Development, Building Standards, and Community Standards
      - Area 5: Parks, Facilities and Fleet

## 2) **Odd Numbered Years**

Area 2: Recreation and Community Development

Area 4: Saskatoon Police Services, Fire, Remai Modern Art Gallery, SaskTel Centre (Sask Place), and TCU Place (Centennial Auditorium)

- iv) Stewards shall be elected by the membership from the area they represent.
- b) Three (3) Year Terms
  - i) Trustees shall be elected as each term expires.
    - 1) In the case of a vacant Trustee position, a Trustee shall be elected for a term that maintains the usual election cycle.
    - 2) In the case where all Trustee positions are either expired or vacant, the Trustee shall be elected so that one (1) shall have a term of three (3) years, one (1) a term of two (2) years and one (1) a term of one (1) year.

### 14.3 Rules

- a) Campaigning on City or Union paid time is not allowed. Any time used for campaigning, requires that a leave be taken from the workplace and reported to City Payroll.
- b) The use of Union supplies, equipment, or staff time to produce campaign material is not allowed.
- c) Campaigning is not allowed on election day.

### 14.4 Preparing for the Election

- a) Candidate nomination forms shall be updated each year.
- b) Election ballots for each position up for election shall be created by the election service provider or by the election committee, in the event of an in-person election and approved by the Director of Elections.
- c) A list of CUPE Local 59 members shall be obtained from the City as closely as feasible to election day. This list shall be edited to ensure email addresses are included for all members. The list of email addresses shall be sent to the election service provider by the Monday prior to election day to facilitate the testing of email addresses.
- d) Election result sheets shall:
  - i) Be prepared prior to election day.
  - ii) Include the election date and position title.
  - iii) Include space to record the name of each candidate, the number of votes cast for each candidate, and the number of abstentions.
  - iv) Include the name of the Director of Elections, and space for their signature.
  - v) Include space for the printed name and signature of two (2) election volunteers.
  - vi) Include the contact information for each candidate and the President.

- e) Union paid leave shall be provided for the Director of Elections and the election volunteers through the President or Secretary-Treasurer. Union paid leave shall be equal to the amount of time volunteered for the purpose of carrying out the election, including any preparation meetings.
- f) Refreshments and meals for election volunteers shall be provided by the Local on election day.

#### 14.5 Candidate Nominations

- a) Nomination forms will be available for download on the CUPE Local 59 website at least 60 calendar days prior to election day.
- b) Nominations shall be accepted beginning 60 calendar days prior to the election day and up until 1:00 p.m., 30 calendar days prior to the election day. Late nominations will not be accepted.
- c) Nominations for positions up for election shall be submitted to the Union office.
- d) Nomination Requirements:
  - i) The nominator must be a member in good standing.
  - ii) Nominations must be accompanied by the signature of one (1) additional member in good standing.
  - iii) Any member nominated and who allows their name to stand for election must be a member in good standing.
  - iii) Area Vice President nominees are only eligible for nomination in the area in which they are employed.

#### 14.6 Election Day

- a) On-line voting:
  - i) Voting will take place on-line of except for members who have no access to the internet. In person on-line voting will be allowed in the board room of the CUPE Local 59 office on election day by appointment only.
  - ii) The only people allowed in the voting room or stations (aside from those actively voting) are the Director of Elections and the election volunteers.
  - iii) Any questions or concerns regarding the voting shall be directed to the CUPE National Servicing Representative through the Director of Elections.
- b) Determining the election results:
  - i) A plurality (the number exceeding the nearest rival) of votes cast shall be required before any candidate can be declared elected. In the event of a tie vote, a second vote and subsequent ballot(s) will be taken if necessary, until a candidate receives the plurality of votes cast and can be declared elected. The ballot count form shall be completed for each election showing the plurality of votes has been achieved.



- ii) All candidates for office shall be allowed, upon request to the Director of Elections no later than one (1) day prior to election day, one (1) scrutineer to be present when the election committee receives the confirmation email with the results from the service provider.
  - 1) Scrutineers shall do their best not to disturb the election volunteers.
  - 2) Scrutineers may not touch the computer with the email.
  - 3) Scrutineers may not bring electronic devices (such as cell phones) into the room during the opening of the results email.
  - 4) Scrutineers may not leave the room during the opening of the email. 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.
  - 5) Scrutineers cannot be candidates in the election.
  - 6) Scrutineers may not discuss the results with anyone, other than the candidate they represent, until they are released to the membership by the Director of Elections.
- iii) The results for each election shall be recorded in writing by detailing the number of ballots, cast for each individual candidate, total number of voters and the number of abstentions. Recorded and signed by the Director of Elections.
- iv) Ballot recount (for paper ballots only):
  - 1) A candidate may request a recount, within one (1) day of the election, through the Director of Elections.
  - 2) If a candidate requests a recount of the ballots cast in an election, the Director of Elections and the election volunteers shall conduct this recount in the presence of the CUPE National Servicing Representative or their designate.
  - 3) A requested recount shall occur within seven (7) days after the election day. The Director of Elections will inform the candidate of the date, time, and location of the recount as soon as they are determined.
  - 4) The candidate(s) and/or their scrutineer(s) shall be allowed to be present during the recount, upon request to the Director of Elections no later than one (1) day prior to the recount.
  - 5) All persons present at the recount shall conduct themselves in a professional manner and within the guidelines as outlined in the CUPE Equality Statement.
  - 6) If questions arise during the recount process, the Director of Elections, with the guidance of the CUPE Servicing Representative or their designate shall, in their best judgement, resolve all matters and concerns.

- c) Release of election results:
  - i) Upon determining the result of all elections, The Director of Elections shall release the election results promptly as follows:
    - 1) Call each candidate for each election and provide the details of the results beginning with the candidate elected.
    - 2) Call the President and provide the details of the results for each election.
    - 3) Forward the written record of the results to the office of the Local who will release the results to the membership.

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

- 15.1 Except as specified in Articles 9.1(j), 9.2(d), 9.3(m) and 9.4(l), 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, e.g. 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 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 one hundred (\$100.00) per day for out of City travel, plus hotel expenses; and follow CRA for travel allowance.
  - c) Any lost wages because of attendance.
  - d) Any other reasonable receipted expenses.
- 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 dollars (\$25.00) per day.
  - b) Any lost wages as a result of 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, who 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, upon request of the Executive Board.
- 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 Bargaining 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) Job Evaluation (JE Maintenance)
  - 4) Social
  - 5) Blue Cross
  - 6) Benefits
  - 7) Occupational Health and Safety
  - 8) Budget
  - 9) Bylaw

### 16.4 Grievance/Solutions Committee

- a) The committee shall consist of 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 (3rd) 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 Grievance/Solutions Appeals Committee

- a) To consist of Trustees.
- b) General Vice President to act as an intermediary among the parties.
- c) If a grievance is not advanced by the Grievance/Solutions Appeals Committee, the Grievor(s) may appeal the decision.
- d) The Grievor(s) will provide a notice of their intent to appeal to the General Vice President within two (2) weeks of being notified that the grievance was denied.
- e) Appeal date will be determined by the Grievance/Solutions Appeal Committee and the General Vice President but no later than six (6) weeks after receiving the notice to appeal.

### 16.6 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.

#### 16.7 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 committee's 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 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 CUPE Local 59's representative on the Pension Administration Board.
- d) The President and/or General Vice President, or an appointed designate, shall be CUPE 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.

16.9 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.

16.10 Budget Committee

- a) To consist of the four (4) Executive 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.

16.11 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.
  - ii) To review the Bylaw amendments submitted by members for consideration at the Annual General Meeting and to work with those members on the wording of the Bylaw amendment to ensure clarity.
- c) The Committee shall meet yearly and when instructed to do so by the membership.

16.12 Occupational Health and Safety Committee

- a) To consist of a Chairperson to be appointed by the Executive Board as well as one (1) representative from each of the workplace committees to be elected by the area represented or appointed by the President.
- b) The function of this Committee shall be to have continuing concern with respect to the health and safety of members of CUPE Local 59 in the workplace.
- c) The CUPE Local 59 representative of the workplace committees shall meet as necessary to discuss concerns and recommend solutions, direction or job action.

- d) Selection of members for Workplace OH&S Joint Committee's shall have a recommended term of three (3) years. Members can have consecutive terms by either the Election process or appointment by the President. Upon a Committee member term nearing the three (3) year term, the Co-Chair of that Workplace Committee will request the Local to post an expression of interest for the next three (3) year term to be posted to members represented by that specific Workplace Committee.

#### 16.13 Blue Cross Committee

- a) To consist of an appointed Executive member and up to six (6) additional members appointed by the Executive Board representing the following groups:
- Full-time, part-time, seasonal, job share and family, couple, single.
- b) The Committee will meet semi-annually to review and make recommendations to the Executive Board.
- c) 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 four hundred and fifty thousand dollars (\$450,000.00) be maintained.
  - 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**

CUPE Local 59 shall:

- 17.1 Maintain a fund of one thousand and 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, CUPE 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 CUPE 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 CUPE Local 59, former members deceased before retirement, while employed with the City of Saskatoon and children whose legal guardians are members of CUPE 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 CUPE LOCAL 59**  
**CUPE RULES OF ORDER**

- A.1 The President or in their 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, a Table Officer shall act as Chairperson as per Article 5.2.
- 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 five (5) 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
- 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, they shall rise in their place and respectfully address the presiding officer, but except to state that they rose to a point of order or on a question of privilege, they 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, they shall cease speaking until the point is determined; if it is decided they is in order, they 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, they may in addition give a casting vote, or if they choose, refrain from breaking the tie, in which case the motion is lost.

**APPENDIX "B" TO THE BYLAWS OF CUPE LOCAL 59**  
**TERMS AND WORKING CONDITIONS FOR THE POSITIONS OF 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 under this agreement and the Memorandum of Agreement shall be identical to those provided in the Collective Bargaining Agreement between the City of Saskatoon and the Canadian Union of Public Employees, CUPE 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 now receives shall continue unless modified by mutual agreement between CUPE Local 59 and the President.
- Hours of work shall not apply and the President is not eligible for overtime. The 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. 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 educational, it is agreed that the President is allowed and encouraged to attend one (1) conference/educational of their choice during each calendar year.
- In addition to the duties defined in the Local Bylaws, the President is 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 CUPE 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 is unable to carry out the responsibilities of the position for an extended period of time (to be determined by the membership), the President agrees to either take a leave of absence or resign so that the position may be filled and so that the Local is able to continue realizing the benefits of the Memorandum of Agreement on Union Leave.

**NOTICE OF MOTIONS:**

That the Local purchase a property to house the Union office for daily Union business, with the purchase price not to exceed three hundred thousand dollars (\$300,000.00).

CUPE Local 59 shall provide funding for the President's position from July 1, 2019 until October 31, 2019 such that the position sees no change in compensation (e.g. wages, benefits or pension), if the City no longer funds the position.

**Carried at the October 5, 2019 Annual General Meeting**

That the Local purchase the property at 106 33rd Street East for six hundred thousand dollars (\$600,000.00) plus the costs to acquire the property and relocate the office. The property shall serve as the office of the Local.