
Bylaws

Local Union 5512



PRAIRIE SOUTH SCHOOL DIVISION

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INTRODUCTION

Local 5512 of the Canadian Union of Public Employees has been formed to:

- **Improve the social and economic well-being of all of its members;**
- **Promote equality for all members and to oppose all types of harassment and discrimination;**
- **Promote the efficiency of public services; and**
- **Express its belief in the unity of organized labour.**

The following bylaws are adopted by Local 5512 in accordance with the CUPE National Constitution (Articles 12.3 and B.5.1), to protect the rights of all members, to provide for responsible governance of the Local Union, and to involve as many members of the Local Union as possible through the sharing of duties and responsibilities.

CUPE chartered organizations shall respect and apply the CUPE National Equality Statement to all of the chartered organizations' activities.

CUPE chartered organizations may also wish to adopt a Local Union Code of Conduct that would apply to membership meetings and other functions organized by the chartered organization.

SECTION 1 – NAME

The name of this Local Union shall be Canadian Union of Public Employees, Local #5512 (Support Staff working at Prairie South School Division #210 Employees)

SECTION 2 – OBJECTIVES

The objectives of Local 5512 are to:

- (a) Secure the best possible pay, benefits, working conditions, job security, pensions and retiree benefits for its members;**
- (b) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;**
- (c) Encourage the settlement by negotiation and mediation of all the disputes between the members and their employers;**
- (d) Eliminate harassment and discrimination of any sort or on any basis; for the equality of treatment regardless of class, race, colour, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, religious beliefs, or mental and physical disability; and the active opposition of discrimination of same wherever it occurs or appears;**

- (e) **Establish strong working relationships with the public we serve and the communities in which we work and live; and**
- (f) Support CUPE in reaching all of the **objectives** set out in Article II of the CUPE National Constitution.

SECTION 3 – INTERPRETATION AND DEFINITIONS

- (a) Masculine pronouns shall be understood to include the feminine gender.
- (b) Numbers of Articles at the end of sections or sub-sections refer to relevant articles of the CUPE Constitution which should be read in conjunction with these bylaws.

SECTION 4 – MEMBERSHIP

(a) Membership

An individual employed within the jurisdiction of Local 5512 can apply for membership in Local 5512 by signing an application and paying the initiation fee set out in Section 11(a) of these bylaws.

(Article B.8.1)

(b) Approval of Membership

At the first membership meeting after the application has been submitted, the name(s) of the applicant(s) will be read out and unless a majority of members present at the meeting object, the applicant(s) will be accepted into membership.

(Article B.8.2)

(c) Oath of Membership

New members will take this oath:

“I promise to support and comply with the Constitution of this Union, to work to improve the economic and social conditions of other members and other workers, to defend and work to improve the democratic rights and liberties of workers and that I will not purposely or knowingly harm or assist in harming another member of the Union.”

(Article B.8.4)

(d) **Continuation of Membership**

Once accepted, a member continues as a member in good standing while employed within the jurisdiction of the Local Union unless the member loses good standing under the provisions of the CUPE National Constitution.

(Article B.8.3)

(e) **Member Obligations**

Members are obligated to abide by the CUPE National Constitution and these bylaws as amended from time to time.

Members will provide the Recording Secretary with their current address, home telephone contact number and where available, an e-mail address. The member will advise the Recording Secretary of any changes to their contact information. This information will be protected and used to communicate with members. Such communication will take the form of mail, e-mail blasts or telephone town halls.

SECTION 5 – AFFILIATIONS

In order to strengthen the labour movement and work toward common goals and objectives, Local 5512 **may** be affiliated to and pay per capita tax to the following organization(s):

- The CUPE Saskatchewan Provincial Division
- The Education Workers Steering Committee
- **Moose Jaw & District Labour Council**

SECTION 6 – MEMBERSHIP MEETINGS

(a) **Regular Membership Meetings**

Regular membership meetings are held in the months of January, May, September **and November**. The Executive Board will have the authority to reschedule regular membership meetings (date and/or location) including the May membership meeting at which annual elections are normally held, as well as schedule membership meetings, as deemed necessary, but shall provide at least two weeks' notice to the membership.

Notice of each regular membership meeting outlining the date, time and location shall be given to members at least seven (7) days in advance of the meeting.

When a statutory holiday or a situation beyond the control of the Local Union arises which causes the cancellation of a regular membership meeting, the Executive Board shall reschedule the regular membership meeting and will give members seven (7) days' notice of the date of the rescheduled regular membership meeting.

(b) Special Membership Meetings

Special membership meetings may be ordered by the Executive Board or requested in writing by no fewer than 5 (five) % of the members. The President shall immediately call a special meeting when so ordered or requested and shall see that all members receive at least seventy-two (72) hours' notice of the special meeting and the subject(s) to be discussed. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.

(c) Quorum

The minimum number of members required to be in attendance for the transaction of business at any regular or special meeting shall be seven (7) members, **which shall include at least** three (3) members of the Executive Board.

- (d) (i) All eligible employees shall complete the necessary forms for membership in the Union.
- (ii) Every new employee shall, as a condition of employment, apply for and maintain membership in the Union.
- (iii) Every employee shall maintain membership in the Union as a condition of employment.

(e) Membership Meeting Agenda

The order of business at regular membership meetings is as follows:

1. **Acknowledgement of Indigenous Territory**
2. Roll call of officers
3. **Reading of the Equality Statement**
4. Voting on New Members and Initiation
5. Reading of the minutes
6. **Matters arising from the minutes**
7. Secretary-Treasurer's Report

8. Communications and Bills
9. Executive **Board** Report
10. Reports of Committees and Delegates
11. Nominations, elections, or installations
12. Unfinished Business
13. New Business
14. Good of the Union
15. Adjournment

(Article B.6.1)

SECTION 7 – OFFICERS

The Officers of the Local shall be the President, four (4) Vice-Presidents, Secretary-Treasurer, Recording Secretary, **and** three (3) Trustees

(Articles B.2.1 and B.2.2)

SECTION 8 – EXECUTIVE BOARD

- (a) The Executive Board shall be comprised of all Officers, except Trustees.

(Article B.2.2)

- (b) The Executive Board shall meet at least eight (8) times per year.

(Article B.3.14)

- (i) The Executive Board shall be the governing body of the Union between regular meetings. They shall take such action and render such decisions as may be necessary to carry out fully the decisions and instructions of the Regular and Special meetings and to enforce the provisions of the By-Laws of the Union, the Constitution of the Canadian Union of Public Employees, the provisions of any and all Union/Management Agreements that may be in force and effect between the Union and the Employer(s), and carry on all necessary business between meetings. They shall meet upon the call of the President. It shall also be necessary for the President to call an executive meeting upon the request of three (3) other officers. A majority of the members of the Executive Board shall constitute a quorum for the transaction of business.
- (ii) The decision made by a majority vote of an executive are the decisions of the Executive and each member of the executive is committed to that decision even though in disagreement with it. It is improper for a member of the Local **Executive Board** to speak against the executive recommendation on the floor of a general membership meeting. Opposition to that decision is voiced within the executive at the meeting of the executive. Once a decision is reached, it is an executive decision and is supported by all members of the executive.

(iii) The action or decision shall be reviewed and ratified at the next meeting of the general membership and shall be included in the minutes of the meeting.

- (c) A majority of the Executive Board constitutes a quorum.
- (d) The Executive 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 submitting the proposition to a membership meeting and having it approved.
- (e) The Executive Board shall do the work delegated to it by the Local and shall be held responsible for the proper and effective functioning of all committees.
- (f) All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution.

(Article B.11.1 and Appendix F)

- (g) Should any Executive Board member fail to answer the roll call for three consecutive regular membership meetings or three **consecutive** regular Executive Board meetings without having submitted good reasons for those failures, **their** office shall be declared vacant and shall be filled by an election at the following membership meeting.

(Article B.2.5)

- (h) All officers authorized to sign an order on the treasury, on behalf of the local union, shall be properly bonded through the master bond held by National Office.

SECTION 9 – DUTIES OF OFFICERS

Each Officer of Local 5512 is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise.

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.

(Article B.3.9)

All signing Officers of Local 5512 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.

(Article B.3.5)

(a) **President**

The President shall:

- (i) enforce the CUPE Constitution, ~~and~~ these bylaws **and the Equality Statement**;
 - (ii) **interpret these bylaws as required**;
 - (iii) preside at all membership and Executive board meetings and preserve order;
 - (iv) decide all points of order and procedure (subject always to appeal to the membership);
 - (v) **have a vote on all matters (except appeals against their rulings) and in case of a tie vote in any matter, including elections, send the vote back to the membership for a re-vote.**
 - (vi) ensure that all officers perform their assigned duties;
 - (vii) fill committee vacancies where elections are not provided for;
 - (viii) introduce new members and conduct them through the initiation ceremony;
 - (ix) sign all cheques and all approved expense vouchers and ensure that the Local's funds are used only as authorized or directed by the Constitution, bylaws or vote of the membership;
 - (x) have first preference as a delegate to the CUPE National Convention; and all other Conventions, Conferences, Schools, Meetings, etc.
- (Article B.3.1)
- (xi) **be allowed necessary and reasonable funds to reimburse the President or any Officers for expenses incurred on behalf of the Local Union. Expense claims must be listed on a proper form outlining the expense, the reason for the expense, and with supporting receipt(s) attached.**

(b) **Vice-President**

The Vice-President shall:

- (i) If the President is absent or incapacitated, perform all duties of the President; Vice-Presidents shall alternate duties as mutually agreed upon;
- (ii) if the office of the President falls vacant, Vice-Presidents shall elect one to be Acting President until a new President is elected;

- (iii) render assistance to any member of the Board as directed by the Board;

(Article B.3.2)

- (iv) be the liaison between the Executive Board.
- (v) call and chair all workplace meetings and bring options, concerns, motions and voting results of the members at the workplace to the Executive Board;
- (vi) **preside over membership and Executive Board meetings in the absence of the President.**

(c) Recording Secretary

The Recording Secretary shall:

- (i) 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 Trustee reports;
- (ii) record all **amendments and/or additions** in the bylaws, **and make certain that these are sent to the National President for approval prior to implementing;**
- (iii) answer correspondence and fulfill other **administrative** duties as directed by the **Executive** Board;
- (iv) file a copy of all letters sent out and keep on file all communications;
- (v) have all records ready on reasonable notice for auditors and Trustees;
- (vi) be empowered, with the approval of the membership, to employ necessary stenographic or other assistance to be paid for out of the Local's funds;
- (vii) **maintain the local's website.**
- (viii) **prepare and distribute all notices to members.**
- (ix) **preside over membership and Executive Board meetings in the absence of both the President and Vice-President.**
- (x) **performs other duties required by the Local Union, its bylaws or the National Constitution.**

(Article B.3.3)

(d) Secretary-Treasurer

The Secretary-Treasurer shall:

- (i)** Receive all revenue, **initiation fees**, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union;
- (ii)** review all CUPE National per capita tax forms as provided under the direct remittance procedures;
- (iii)** record all financial transactions in a manner acceptable to the Board and in accordance with good accounting practices;
- (iv)** present a written financial report to each executive meeting and general membership meeting, detailing all income and expenditures for the period;
- (v)** Present a yearly budget for Educationals, Conference and Conventions at the September membership meeting each year for approval;
- (vi)** be bonded through the master bond held by the National Office, and any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office;
- (vii)** pay no money unless supported by a voucher duly signed by the President and one other member of the Board or any two other members of the Board, except that no voucher shall be required for payment of per capita fees to any organization to which the Local is affiliated;
- (viii)** Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union Bylaws, or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences;
- (ix)** make all books available for inspection by the auditors and/or Trustees on reasonable notice, and have the books audited **at least once** annually. **Respond in writing to any recommendations and concerns raised by the Trustees;**
- (x)** provide the Trustees with any information they may need to complete the audit report forms supplied by CUPE **National**;
- (xi)** respond in writing within a reasonable time to any recommendations and concerns raised by the Trustees;

- (xii)** arrange and prepay registration and accommodations for all conferences, conventions, educationals/schools, and seminars;
- (xiii)** on behalf of the local union membership, be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or vouchers for every disbursement made, receipts for all money sent to CUPE headquarters as well as records and supporting documents for all income received by the local union;
- (xiv)** ensure that per capita tax is paid by direct remittance, or where per capita is not paid by direct remittance, prepare all CUPE National per capita tax forms and remit payment, including \$1.00 of each initiation fee on all members admitted, no later than the last day of the following month.
- (xv)** 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 Union.
- (xvi)** make all books available for inspection by the Trustees and/or auditors on reasonable notice and 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.
- (xvii)** be empowered, with the approval of the membership, to employ necessary administrative assistance to be paid for out of the Local Union's funds.

(Articles B.3.4 to B.3.8)

(e) Trustees

The Trustees shall:

- (i)** Act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary and the Standing Committees annually;
- (ii)** report their findings by way of a written report to the first membership meeting following the completion of each audit;
- (iii)** be responsible to ensure that monies are not paid out without proper constitutional or membership authorization;
- (iv)** ensure that proper financial reports are made to the membership;

- (v) audit the record of attendance;
 - (vi) inspect at least annually any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local, and report their findings to the membership;
 - (vii) use audit forms supplied by the National Office and send a copy of each yearly audit to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative the following forms:
 1. Completed Trustee Audit Program
 2. Completed Trustees' Report
 3. Secretary-Treasurer Report to the Trustees
 4. Recommendations made to the President and Secretary-Treasurer of the Local Union.
 5. Secretary-Treasurer's response to the President to recommendations
 6. Concerns that have not been addressed by the Local Union Executive Board.
- (Articles B.3.10 to B.3.12)
- (viii) submit, in writing, to the President and Secretary-Treasurer 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 in an organized, correct and proper manner.

SECTION 10 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS

- a) The officers of the Union shall be elected for the following terms:

President	even year
Area Vice-President (Moose Jaw)	odd year
Area Vice-President (Moose Jaw/North)	even year
Area Vice-President (South)	odd year
Secretary-Treasurer	odd year
Recording Secretary	even year

(b) Nominations

- (i) No nomination shall be accepted unless the member is in attendance at the meeting or has allowed to be filed at the meeting **their** consent in writing, **witnessed by another member.**

- (ii) A member may accept nomination for the position while holding office in any position. If successful in the election, their resignation from their current position will take effect at that time.
- (iii) To be eligible for nomination, the nominee must have been accepted into membership and continue to be a member in good standing.

(Articles B.8.1, B.8.2 and B.8.3)

(c) Elections

- (i) Upon the conclusion of the terms outlined above, the terms will henceforth run for two years.

(Article B.2.4 Term of Office)

- (ii) At the membership meeting, at least one month prior to election day, the President will, subject to the approval of the members present, appoint an Elections Committee consisting of a Returning Officer and assistant(s). The Committee will include members of the Local Union who are neither officers nor candidates for office. The Committee shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential. The National Representative assigned to the Local Union shall serve as an advisor to the committee when requested by the Local Union.

(Article B.2.4)

- (iii) The Committee will determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Returning Officer.
- (iv) The Returning Officer will be responsible for issuing, collecting, and counting ballots. The Returning Officer must be fair and impartial and see that all arrangements are unquestionably democratic.
- (v) The voting will take place at the regular membership meeting in May of each year. The vote will be by secret ballot.
- (vi) Voting to fill one office will be conducted and completed, and recounts dealt with before balloting may begin to fill another office.

(Article 10.5)

- (vii) Any member may request a recount of the votes for any position and a recount will be conducted if the request is supported, in a vote, by at least the number of members equal to the quorum for a membership meeting as set out in section 4(c).

- (viii) All nominations for all positions that are up for elections at the regular May membership, meeting must be received by the Recording Secretary, in writing (email **or paper**), by April 15th. Caucus choice meeting(s) will be scheduled in the area(s) requiring an election between April 1st and the May election meeting. Nomination forms can be obtained from the Recording Secretary.
- (ix) A majority of votes cast shall be required before any candidate can be declared elected, and second and subsequent ballots shall be taken, if necessary, to obtain a majority. On the second and subsequent ballots the candidate receiving the lowest number of votes in the previous ballot shall be dropped. In case of a final tie vote, the presiding officer may cast the deciding vote.
- (x) When two or more nominees are to be elected to any office by ballot, each member voting shall be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.

(Article 10.4)
- (xi) **In the event of a tie vote, a second and subsequent ballot(s) will be taken, if necessary, until a candidate receives a majority votes cast and can be declared elected. In the event the vote persists, subsequent ballots may be deferred to the next membership or special membership meeting.**

(d) **Installation of Officers**

- 1) **All duly elected officers shall be installed at the meeting at which elections are held and shall continue in office for two (2) year(s) or until a successor has been elected and installed, provided, however, that no term of office shall be less than one (1) year and longer than three (3) years.**

(Article B.2.4)
- 2) **The terms of office for Trustees shall be so that one (1) serves for a period of three (3) years, one (1) for two (2) years, and one (1) for one (1) year, as laid down in Article B.2.4 of the CUPE National Constitution. Each year thereafter, the Local Union shall elect one (1) Trustee for a three (3) year period. No member who has been a signing officer for the Local Union is eligible to run for Trustee, until at least one (1) full term of office has elapsed.**

- 3) The Oath of Office to be read by the newly-elected Officers is:

"I, _____, promise to perform the duties of my office, as set out in the Constitution and laws of the Canadian Union of Public Employees, faithfully and to the best of my ability for my term of office. As an Officer of the Union, I will always promote the harmony and dignity of its sessions by counsel and example. I also promise to turn over all property of the Union to my successor at the end of my term."

(Article 10.7 (b))

(e) **By-elections**

Should an office fall 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.

SECTION 11 – FEES, DUES AND ASSESSMENTS

(a) **Monthly Dues**

The monthly dues shall be **two (2)%** of regular wages.

(Article B.4.3)

(b) **Amending Monthly Dues**

The regular monthly dues may be amended at a regular or special membership meeting. The vote must be by secret ballot. Notice of at least seven (7) days at a previous meeting or sixty (60) days in writing must be given.

(Article B.4.3)

Notwithstanding the above provisions, if the CUPE Convention raises minimum fees and/or dues above the level herein established, these by-laws will be deemed to have been automatically amended to conform to the new CUPE minima.

(c) **Assessments**

Assessments may be levied in accordance with the CUPE Constitution. Assessments do not mean or include regular monthly dues and are applied for a specific purpose or specific length of time. Membership approval is required, and the assessment will only be applied after the National President approves the assessment.

(Article B.4.2)

SECTION 12 – NON PAYMENT OF DUES AND ASSESSMENTS

A member who fails to pay dues and assessments for three 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 Union. The readmission fee cannot be less than the initiation fee of the Local Union.

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 B.8.6)

SECTION 13 – EXPENDITURES

(a) Payment of Local Union Funds

Funds can only be spent for valid purposes of the Local Union under the following circumstances:

- When the expenditure is authorized by a budget approved by a majority of members present and voting at a regular or special membership meeting;
- When these bylaws approve the expenditure; or
- Through a vote of the majority of members present and voting at a regular or special membership meeting.

(Article B.4.4)

(b) Payment of Per Capita Tax and Affiliation Fees

Authorization to pay per capita tax to CUPE National, to CUPE **Saskatchewan** Provincial Division, or any labour organization the Local Union is affiliated with, is not required.

(c) Payment of Local Union Funds to Members or Causes Outside of CUPE

In the case of a grant or a contribution to a member(s) or a cause(s) outside of CUPE greater than \$100, a notice of motion must be made at a regular membership meeting and then approved at the following regular or special membership meeting before the grant or contribution can be paid out. The approval meeting must be no earlier than seven days after the meeting where notice of motion has been given.

(d) No Officer or member of Local 5512 will be allowed to spend any Local Union funds without first having received authorization under Section 13(a) of these bylaws.

SECTION 14 – OUT-OF-POCKET EXPENSES

The following expense allowances shall be provided:

(a) **Use of Personal Vehicle**

- (i) Kilometrage **in accordance with CUPE National** shall be paid for all approved out of town travel to conferences, conventions, educationals/schools, grievance and executive meetings and committee work. Executive members shall receive kilometrage for travel to meetings where their attendance is requested;
- (ii) All necessary parking, taxi, and shuttle expenses will be reimbursed upon proof of payment, receipts required.

(b) **Daily Per Diem** - to attend conventions, meetings, conferences, educationals/schools, seminars or other, as approved by the Executive Board.

- (i) \$80.00/day shall or \$40.00/half day in addition with rates established in Section 9 a) above, shall be paid outside Prairie South School Division within the province of Saskatchewan; or
- (ii) \$60.00/day or \$30.00/half day within Prairie South School Division with no rates being paid as outlined in Section 9 a) above unless applicable; or
- (iii) \$100.00/day shall be paid outside of the province of Saskatchewan.

(c) **Lodging expenses** - when the Local's VISA coverage is not available, will be reimbursed ONLY with submitted receipts.

(d) **Child Care** - any Executive member who attends an Executive meeting shall be eligible for child care. Upon proof of payment, claims shall be reimbursed at \$5.00/hour up to a maximum of \$25.00/day. Claims will not be paid for a spouse, partner, or a family member who normally provides care without charges. Claims will not be paid for periods of time where a member would normally have paid for care such as during normal hours of work at their job.

(e) **Reimbursement Eligibility** - in order to be eligible for reimbursement, all expenses must be submitted on the appropriate expense form.

SECTION 15 – HONORARIUMS

President	\$1000/year
Vice-Presidents	\$500/year
Recording Secretary	\$1000/year
Secretary Treasurer	\$1000/year
Trustees	\$75/year upon completion of annual audit
Social Committee	\$100/year upon completion of annual Christmas party

Honoraria will be paid in January and May of each calendar year, where applicable. Honoraria shall be pro-rated in the event that an office is not held for the entire year.

SECTION 16 – DELEGATES TO CONFERENCES, CONVENTIONS AND EDUCATIONALS

The President has first option [Section 8(a)], of attending all conventions, conferences, and educationals, then other members of the Executive Board will have the option of attending. All other delegates shall be chosen by the membership at General and Special membership meetings.

- (a) All delegates attending conventions, conferences, or educationals held outside their community shall be paid transportation as determined by the Executive Board, and a per diem allowance be paid. The Executive Board will reimburse the member's employer for any loss of wages.
- (b) Delegates to conventions, conferences, and educationals held locally shall have no travel allowance. There shall be a per diem allowance as per Section 14 - Out of Pocket Expenses for meals and expenses incurred by attendance at the convention, conference or educational. The Local Union will reimburse the member's employer for any loss of wages.
- (c) Local 5512 will provide members with their per diem allowance prior to their attending the convention, conference, or educational.
- (d) Local 5512 encourages the participation of women and all equity-seeking groups in their delegation to conventions, conferences, and educationals.
- (e) Representation at educational institutes and seminars shall be subject to final approval by the membership.

- (f) Delegates to any of the above will be elected at the meeting in which the event is addressed. If no delegate(s) are elected at the meeting, the issue is closed and will not be tabled except by the express wish of the membership under the proper procedure.
- (g) Registration and accommodations for all conventions, educationals/schools and seminars shall be prepaid by the Local.
- (h) Upon return from any conventions, educationals/schools and seminars, the expectation will be that the member will use the knowledge gained for the benefit of the Local and that a verbal or written report will be presented at the next General Membership Meeting.

SECTION 17 – COMMITTEES

(a) Special Committees

A special committee may be established for a specified purpose and a specified period of time by the membership at a meeting. The members shall be elected at a membership meeting, or may, by specific authorization of the membership, be appointed by the President or the Executive Board. Two members of the Board may sit on any special committee as ex-officio members.

Bargaining Committee

The Bargaining Committee shall consist of members of the Executive Board. The function of the Committee is to prepare collective bargaining proposals and to negotiate a collective agreement. The CUPE National Representative assigned to the Local shall be a non-voting member of the Committee and shall be consulted at all stages from formulating proposals, present at the Bargaining Table, to contract ratification by the membership. Voting on all submitted proposals for CUPE Local 5512 members will take place at a regular membership meeting, thus providing an atmosphere of democracy as desired by all Trade Unionists.

(a) Labour Management Committee

The CUPE Local 5512 Labour Management Committee shall be comprised of **up to three (3)** members selected by the Executive Board.

(b) Standing Committees

The Chairperson of each permanent committee will be elected by the members at a membership meeting. Permanent committees will have a term of two years. The Chairperson and the Executive Board may, with the approval of the membership, jointly appoint other members to serve on a committee. Committees will provide

written reports to each regular membership meeting. The Vice-President shall be a member, ex-officio, of each committee.

(i) **Grievance Committee**

This committee shall process all grievances not settled at the initial stage and its reports shall be submitted first to the Executive Board, with a copy to the CUPE Representative, and then to a membership meeting. Grievances must be in writing on the forms provided by the National Office and be signed by the complainant or complainants, as provided for in the collective agreement. The committee shall be comprised of one (1) shop steward and any executive member where the grievance originates. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages.

When a grievance is not settled in the initial steps provided for in the collective agreement, this committee will decide whether or not the grievance should proceed to arbitration. If the decision is not to proceed, the grievor(s) shall be notified by registered mail and provided an opportunity to appeal to the Executive Board prior to the decision being final. After due process and consideration, the decision of the Executive Board shall be final and not subject to further appeal; and in all circumstances, the Local, not the grievor, has authority regarding the handling of the grievance.

Grievance Appeal Process

Any union member who believes they have a grievance and submits same in writing and such grievance is not processed by the Grievance Committee, or any member whose grievance is terminated at any stage of the grievance procedure without their consent shall have right to the following appeal process:

- (a) The grievor shall have the right to appeal such decision within ten (10) calendar days, in writing to the Local Executive Board from the time that they were notified of said decision by registered mail.**
- (b) A special meeting shall be convened of the Executive of the local, where the grievor or designate may present their grievance. The grievor or their designate must be a member in good standing of the local.**
- (c) To ensure that a grievance is not lost due to time limits, the chairperson/designate of the Grievance Committee or the President/delegate shall either initiate a grievance or secure an extension of the time limits until the appeal process has been**

settled. In either step of the Appeal Procedure, the Grievance Committee or President will clarify its position as to why the grievance was denied or terminated.

All grievances, whether processed or terminated, shall be reported to the general membership by the Grievance Committee.

(ii) **Good & Welfare Committee**

The Committee shall be comprised of the Vice-Presidents and/or their designates for the current year and will follow the guidelines as per Appendix "A".

(iii) **Entertainment Committee**

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 membership meetings. The committee shall submit reports and proposals to the Executive Board or to the membership as required. A ceiling for the Committee's net expenditures shall be fixed annually by the membership but, other than that, all social and recreational events and activities, other than the Christmas Banquet and Dance, shall be self-supporting. The Executive Board shall be held responsible for the proper and effective functioning of this Committee. The **entertainment** committee shall be comprised of up to four members.

SECTION 18 – COMPLAINTS AND TRIALS

All charges against members or Officers must be made in writing and dealt with in accordance with the Trial Procedure provisions of the CUPE National Constitution.

(Articles B.11.1 and Appendix F)

SECTION 19 – INDEMNITY CLAUSE

- (a) Defending an action or proceeding against an Executive officer claiming liability on the part of that Executive officer for acts or omissions done or made by the Executive officer in the course of **their** duties or paying any sum required to settle the action or proceeding;
- (b) Damages and costs awarded against an Executive officer as a result of the finding of liability on the part of that Officer for acts or omissions done or made by the Union officer in the course of **their** actions; and

These bylaws shall cover the Executive **Board** only.

SECTION 20 – RULES OF ORDER

All meetings of the Local Union will 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 B. 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.

In situations not covered by Appendix B to these bylaws, the CUPE National Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.

SECTION 21 – AMENDMENTS

(a) CUPE Constitution

These bylaws are always subordinate to the CUPE Constitution (including Appendix B) 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. The National President has the sole authority to interpret the CUPE Constitution.

(Articles 8.2(c), 12.3 and B.5.1)

(b) Additional Bylaws

A Local Union can amend or add to its bylaws only if:

- (i) the amended or additional bylaws do not conflict with the CUPE Constitution;
- (ii) the amended or additional bylaws are approved by majority vote at a regular membership meeting or at a special membership meeting called for that purpose; and
- (iii) notice of the intention to propose the amended or additional bylaws was given at least seven days before at a previous membership meeting or 60 days before in writing.

(Articles 12.3 and B.5.1)

(c) Effective Date of Amended or Additional Bylaws

The amended or additional bylaws do not come into effect until they have been approved in writing by the National President. The National President will decide whether to approve the amended or additional bylaws within 90 days of receiving them and will withhold approval only where they conflict with the CUPE Constitution.

(Articles 12.3 and B.5.1)

APPENDIX A

GOOD & WELFARE COMMITTEE GUIDELINES

1. **Family Sympathy**

- **Immediate** ~ spouse, parent, brother, sister, child

Member to be sent a card and a gift **of some kind (i.e., flowers, fruit basket, hamper) of the same value** from the union.

- **Extended** ~ parent in-law, sister in-law, brother in-law, grandchild, grandparent, aunt, uncle

Member to be sent a card from the union.

2. **Illness ~ Members Only**

Member to be sent a card and a gift **of some kind (i.e., flowers, fruit basket, hamper) of the same value** from the union for a hospital stay or extended absence over 10 days. Please note ~ in case of chronic illness, one ONE “gift” for this member/year.

- #### 3. **In Case of Retirees** including spouse ~ send a card if hospitalized or in the event of a death.

4. **New Baby ~ Members Only**

Member to be sent a card and a gift **of some kind (i.e., flowers, clothing, diapers of the same value from the union.**

APPENDIX B

EQUALITY STATEMENT

Union solidarity is based on the principle that union members are equal and deserve mutual respect at all levels. Any behaviour that creates conflict prevents us from working together to strengthen our union.

As unionists, mutual respect, cooperation and understanding are our goals. We should neither condone nor tolerate behaviour that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile or offensive environment.

Discriminatory speech or conduct which is racist, sexist, transphobic or homophobic hurts and thereby divides us. So too, does discrimination on the basis of ability, age, class, religion, language and ethnic origin.

Sometimes discrimination takes the form of harassment. Harassment means using real or perceived power to abuse, devalue or humiliate. Harassment should not be treated as a joke. The uneasiness and resentment that it creates are not feelings that help us grow as a union.

Discrimination and harassment focus on characteristics that make us different; and they reduce our capacity to work together on shared concerns such as decent wages, safe working conditions, and justice in the workplace, society and in our union.

CUPE's policies and practices must reflect our commitment to equality. Members, staff and elected officers must be mindful that all persons deserve dignity, equality and respect.



MARK HANCOCK
National President

CANDACE RENNICK
National Secretary-Treasurer

APPENDIX C

CODE OF CONDUCT

The mandate of our union, the Canadian Union of Public Employees (CUPE), is to organize and defend workers and to promote economic and social justice for our members and for all workers. In carrying out our work, we in CUPE strive to promote our core values which include the principles of solidarity, equality, democracy, integrity, and respect. We are committed to mobilizing our energy and skills to work together to promote these values and to attain these goals in our union, our communities, and globally.

CUPE is committed at all levels to creating a union which is inclusive, welcoming, and free from harassment, discrimination and all types of bullying and intimidation. CUPE needs to ensure that we provide a safe environment for members, staff and elected officers to carry out our work. CUPE's expectation is that mutual respect, understanding and co-operation will be the basis of all our interaction.

The Code of Conduct sets out standards of behaviour for participants at national convention, national conferences, schools, meetings, and all other events organized by CUPE National. It is also applicable to structures of CUPE – locals, Provincial and Service Divisions, District Councils, Provincial Unions, Councils of Unions, Provincial Councils of Unions, and Provincial Sectoral Groups. It is consistent with the expectations outlined in the Equality Statement and the CUPE National Constitution.

This Code of Conduct is intended to deal with complaints of inappropriate behaviour at events organized by CUPE National. It does not apply to complaints arising in the workplace, as those are dealt with through the grievance procedure and/or the applicable workplace harassment policy.

As CUPE members, staff, and elected officers, we commit to one another and to the union to be governed by the principles of the Code of Conduct and agree to:

- Abide by the provisions of the Equality Statement.
- Respect the views of others, even when we disagree.
- Recognize and value individual differences.
- Communicate openly.
- Support and encourage each other.
- Make sure that we do not harass or discriminate against each other.
- Commit to not engaging in offensive comment or conduct.
- Make sure that we do not act in ways that are aggressive, bullying, or intimidating.

- Take responsibility for not engaging in inappropriate behaviour due to use of alcohol or other drugs while participating in union activities, including social events.

Harassment is objectionable behaviour which may include actions, language, gestures, and/or written material, and which the harasser knows or ought reasonably to know is abusive and unwelcome. Bullying is a form of harassment which is serious ongoing behaviour which targets an individual or group and which threatens that person or persons' mental and/or physical well-being.

A complaint regarding the Code of Conduct will be handled as follows:

1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code, by asking them to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.
2. At national convention, national conferences, schools, meetings, and all other events organized by CUPE National, a complaint shall be brought to the attention of an ombudsperson.
3. At a meeting, event, or activity held by a structure of CUPE, should an ombudsperson be available, the same process would be used. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.
4. If the complaint involves a staff member, it shall be referred to the appropriate director for investigation and the complaint shall be dealt with in accordance with the applicable staff collective agreement. If the complaint involves a staff member employed by another part of CUPE, the person responsible for their employment will be the one to whom a complaint is referred and the relevant collective agreement, should it exist, would be applicable.
5. Once a complaint is received where an ombudsperson is being used, the ombudsperson will work to seek a resolution.
6. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge, who shall determine whether there is need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses.
7. At CUPE National events where an ombudsperson is not available, a person properly appointed and designated to be in charge shall receive the complaint. Depending on the nature of the problem, the person in charge may attempt to resolve it through conflict resolution. If this fails to resolve the matter, the person in charge shall determine whether there is a need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses. The same process is to be used for other parts of CUPE where an ombudsperson is not available.
8. For National events, if the person in charge is a party to the complaint, the director or designate shall assume that role. For all other parts of CUPE, an alternate will be designated to assume the role.

9. In a case where a member has been expelled from an event, the National President shall receive a report on the matter. For all other structures of CUPE, the presiding officer shall receive a report on the matter.
10. For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a member's participation in future events organized by CUPE National. A similar process may be applicable to the other parts of CUPE, done in consultation with the National President.

It is meant to enhance the rights and obligations outlined in the CUPE National Constitution, the Equality Statement, and applicable human rights legislation, not replace them.

All chartered organizations are subject to this Code of Conduct, to apply to conventions, conferences, schools, and meetings which they organize.

APPENDIX D

RULES OF ORDER

1. The President will be the Chairperson at all membership meetings. In the absence of the President, the Vice-President will be the Chairperson at the membership meeting. In the absence of the President and Vice-President, the Recording Secretary will be the Chairperson at the membership meeting. In the absence of the President, Vice-President and Recording Secretary, members at the membership meeting will select a Chairperson by majority vote. Quorum rules must be met.
2. Members are not allowed to speak about an issue for more than five minutes. Members can only speak to an issue once unless there is agreement by the members at a meeting, or where all those wishing to speak have had the opportunity to speak.
3. The Chairperson of a committee who is making a report or the mover of a motion may speak for up to fifteen minutes. With the agreement of the members present, the fifteen minutes may be expanded.
4. The Chairperson will state every motion presented at a membership meeting before allowing debate on the motion. Before putting a motion to a vote, the Chairperson will ask: "Is the Local ready for the motion?" If no member rises to speak, the motion will be voted upon.
5. A motion must be moved and seconded. The mover and seconder must rise and be recognized by the Chairperson.
6. A motion to amend a motion, or a motion to amend an amendment are allowed, however a motion to amend an amendment to an amendment is not allowed.
7. An amendment to a motion or an amendment to an amendment to a motion that is a direct negative to the main motion is never permitted.
8. On motion, the regular order of business at a membership meeting may be suspended where two-thirds of those present vote to do so. The regular order of business should only be suspended to deal with urgent business.
9. Motions other than those named in Rule 19, or motions to accept or adopt the report of a committee, will, if requested by the Chairperson, be put in writing prior to beginning debate and vote.
10. At the request of a member, and upon a majority vote, a motion which contains more than one action or issue can be divided.

11. The mover of a motion can withdraw the motion upon the consent of the seconder prior to the end of debate. Once debate has ended on a motion, the motion can only be withdrawn upon unanimous vote of the members present.
12. A member who wishes to speak on a motion, or a member who wishes to move a motion, shall rise and respectfully address the Chairperson. The member shall not proceed until the member is recognized by the Chairperson except where the member rises to a point of order or on a question of privilege.
13. The Chairperson will keep a speakers list and in all cases will determine the order of speakers including those circumstances where two or more members rise to speak at the same time.
14. A member, while speaking, will speak only to the issue under debate. Members shall not personally attack other members. Members will refrain from using language that is offensive or in poor taste. Members will generally not speak in a manner that reflects poorly on the Local Union or other members.
15. A member that is called to order will stop speaking until the point of order is determined. If it is decided that the member is in order, then the member may continue speaking.
16. Religious discussion of any kind is not permitted.
17. The Chairperson will not take part in any debate. Where the Chairperson wishes to speak on a resolution or motion, or where the Chairperson wishes to move a motion, the Chairperson must rise from the chair and hand the chair over as outlined in Rule #1.
18. The Chairperson will have the same right to vote as other members. In the case of a tie vote, the Chairperson may cast another vote or the Chairperson may refrain from casting an additional vote, in which case the motion is defeated.
19. When a motion is before the members, no other motion is in order except a motion to 1) adjourn; 2) put the previous question; 3) lay on the table; 4) postpone for a definite time; 5) refer; or 6) divide or amend. These six motions shall have precedence in the order indicated. Motions 1 through 3 shall be decided without debate.
20. The Chairperson will ask "Will the main question be now put?" where a motion for the previous question is moved and seconded. If approved, the Chairperson will then take votes on the motion and amendments to the motion (if any) in order of priority. If an amendment or an amendment to an amendment is approved, then members will be asked to vote on the motion as amended.
21. A motion to adjourn is in order except when a member is speaking or when members are voting.

22. A motion to adjourn, if lost, is not in order if there is further business before the Local Union, until fifteen minutes have elapsed.
23. After the Chairperson declares the vote results on a question, and before the Local Union proceeds to another order of business, any member can ask for a division. A standing vote on the division will be taken and the Recording Secretary will count the standing vote.
24. If a member wishes to appeal a decision of the Chairperson, the member must appeal at the time the decision is made. If the appeal is seconded, the member will be asked to state briefly the basis for the appeal. The Chairperson will then state briefly the reasons for the decision. Following immediately and without debate, the Chairperson will ask, "Will the decision of the chair be upheld?" A majority vote shall decide. In the event of a tie vote, the decision of the chair is upheld.
25. At a membership meeting where a question has been decided any two members who voted with the majority can give notice of a motion to reconsider a decision of the membership at the next membership meeting. The motion to reconsider requires the support of a two-thirds majority of members who vote. If two-thirds majority of members support reconsideration, the question will be placed in front of the membership for debate and a subsequent vote.
26. Members are allowed to leave a meeting with the permission of the Vice-President; however, in no case will a member leave during the reading of minutes, the initiation of new members, the installation of Officers, or the taking of a vote.
27. The Local Union's business and the proceedings of meetings are not to be divulged to any persons outside the Local Union, or the Canadian Union of Public Employees.

APPENDIX E

LAND ACKNOWLEDGEMENT

Recognizing Indigenous people as traditional stewards of the land is an important part of showing respect for First Nations. We want to begin by acknowledging the lands that we work, live and play on and which we gather today are referred to as Treaty 4 territory and that the city of Regina is located in Treaty 4 territory, the ancestral, traditional indigenous territories of the Cree, Saulteaux, Ojibwe, Dakota, Nakota and Lakota and the homeland of the Metis Nation.

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