

# **BYLAWS**



**Canadian Union of Public Employees  
Local 1975  
(University Employees' Union)**

**APPROVED BY CUPE NATIONAL  
JULY 6, 2017**

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## **PREAMBLE**

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

- a) These Bylaws are always subordinate to the CUPE National 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 National Constitution, the latter shall govern. The National President has the sole authority to interpret the CUPE National Constitution. (Articles 9.2 c, 13.3 & **B.5.1 of the CUPE National Constitution**)
- b) These Bylaws will not be amended, added to, or suspended except upon a majority vote of those present and voting at a regular or special membership meeting following seven days' notice at a previous meeting or at least sixty days' written notice. (**Articles 13.3 and B.5.1 of the CUPE National Constitution**)
- c) No change in these Bylaws will be valid and take effect until approved by the National President of CUPE. The validity will date from the letter of approval of the National President. (Articles 13.3 & **B.5.1 of the CUPE National Constitution**)

## **ARTICLE 1 – NAME**

The name of the Local shall be University Employees' Union, Canadian Union of Public Employees, Local 1975.

## **ARTICLE 2 – OBJECTIVES**

The objectives of the Local are to:

- 2.1 Secure adequate remuneration for work performed and generally advance the economic and social welfare of its current and retired members and of all workers.
- 2.2 Support CUPE in reaching the goals set out in Article II of the CUPE **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, gender, sexual orientation, age, ability, 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.
- 2.5 Encourage the organization of all workers.
- 2.6 Whenever possible, to support unionized labour (airlines, hotels, supplies, etc.).

### **ARTICLE 3 – INTERPRETATION & DEFINITIONS**

- 3.1 Numbers of articles at the end of sections or sub-sections refer to relevant articles of the CUPE **National** Constitution, which should be read in conjunction with these Bylaws.
- 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 CUPE.
- 3.4 Bylaws, wherever mentioned, shall refer to the most recent Bylaws of CUPE Local 1975.
- 3.5 Collective Agreement, wherever mentioned, shall refer to the most recent bargaining agreement between CUPE Local 1975 and the Employers.
- 3.6 Table Officers, wherever mentioned, shall refer to the President, First and Second Vice-Presidents, Recording Secretary and Secretary-Treasurer.
- 3.7 Executive Board, wherever mentioned, shall refer to the President, First and Second Vice Presidents, Recording Secretary, Secretary-Treasurer, Grievance Chair and Members at Large.
- 3.8 **Officers, wherever mentioned, shall refer to President, First Vice-President, Second Vice-President, Secretary-Treasurer, Recording Secretary, Grievance Chair, three (3) Trustees, Sergeant-at-Arms and Executive Members at Large as listed in Article 7.2 of these Bylaws.**

- 3.9** Local shall mean the area(s) represented by the following outline:
- a) those members working for or on behalf of the University of Saskatchewan or related. Prairie Swine Centre Floral, U of S Students Union, U of S Faculty Club.
- 3.10** Labour movement is defined as any labour organization, to which the Locals are affiliated, including CUPE National, CUPE Saskatchewan Division, Canadian Labour Congress, Saskatchewan Federation of Labour, District Labour Councils and any cause or organization approved by these groups.
- 3.11** Majority equals fifty percent (50%) plus one (1) of those members voting.

#### **ARTICLE 4 – ELIGIBILITY FOR MEMBERSHIP AND MEMBERS IN GOOD STANDING**

- 4.1 All workers who would come within the bargaining scope of the Union established by the most recent certification are eligible for membership.
- 4.2 Upon approval of the membership, eligible workers shall be admitted to membership in the Union upon signing an application form as required by the Union and by paying the fees and/or dues as may be determined by the Union, as provided herein under **Article 11 of these Bylaws**.
- 4.3 New members shall be provided with a Local 1975 orientation.
- 4.4 All permanent workers performing duties of a seasonal or casual nature shall, during periods of layoff, be deemed as members in good standing. They shall be entitled to full participation in the affairs of the Local and they shall be able to hold Executive office and vote on all matters concerning the Local. It shall be their responsibility to be kept informed of any meeting dates.
- 4.5 An employee who, on an approved leave of absence, accepts employment with another employer outside of the labour movement shall not be eligible to attend schools, conferences, conventions, etc. on behalf of the Local. In addition, they shall have voice but no vote at meetings of the Local.
- 4.6 Other than the exceptions as listed in Articles 4.4 and 4.5 **above**, all members in good standing shall have the right to full participation in the affairs of the Local. They shall be able to hold Executive office and vote on all matters concerning the Local. A member in good standing is a person who has paid the initiation fee and is currently paying dues to the Union. In the event of a member being discharged from their employment and where the Local has agreed to pursue the matter to arbitration, they shall be considered as members in good standing until a decision in the matter has been rendered and decisions of all subsequent

appeals as deemed appropriate by the Grievance Committee have been rendered.

## **ARTICLE 5 – MEMBERSHIP MEETINGS – REGULAR AND SPECIAL**

- 5.1 The regular membership meetings shall be held monthly, generally on the fourth (4th) Tuesday. **There will be no regular membership meetings scheduled in July and August.** The Executive Board shall give at least one (1) weeks' notice of the date, time and location of the regular meeting.
- 5.2 Special membership meetings of the Local may be ordered by the Executive Board or requested in writing by no fewer than thirty (30) members. The President shall call a special meeting to be held within ten (10) calendar days when so ordered or requested and shall see that all members receive at least forty-eight (48) hours' notice of the special meeting and the subject(s) to be discussed. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.
- 5.3 A quorum for the transaction of business at any regular or special meeting of the Local shall be fifteen (15) members and that two (2) Executive members be present.
- 5.4 The suggested order of business at regular membership meetings is as follows:
  - a) Reading of Equality Statement (Appendix **L of these Bylaws**)
  - b) Call to Order
  - c) Roll Call of Officers
  - d) Voting on New Members and Initiation
  - e) Approval of minutes of previous meeting
  - f) Matters arising out of the minutes
  - g) Treasurer's Report
  - h) Executive Board Recommendations
  - i) Reports of Committees and Delegates
  - j) Nominations, Elections, or Installations
  - k) Unfinished Business
  - l) New Business
  - m) Members Concerns
  - n) Good of the Union
  - o) Adjournment

## 5.5 Voting Unit Meetings

It is suggested that Executive Members at Large hold one (1) meeting per year within their voting unit. In the event that more meetings are required, the Executive Members at Large will be authorized to hold those meetings. The Executive Member at Large and one (1) Table Officer will be required to attend. Issues arising at unit meetings will be forwarded to the Executive for action. Any actions taken by the Executive will be reported back to the area by the Member at Large. The agenda for the area meeting will be as follows:

- a) Reading of Equality Statement (Appendix **L of these Bylaws**)
- b) Executive Board Report
- c) New Business
- d) Member Concerns
- e) **Nominations and Elections**

5.6 All business and discussion which takes place at any meeting is confidential to our membership. It is a serious violation of the Oath of Obligation to discuss any matter which has been brought up at these meetings with any person who is not a member in good standing as outlined in Article 4. Any member who violates this provision may be disciplined in accordance with the **CUPE** National Constitution.

## **ARTICLE 6 – VOTING OF FUNDS**

6.1 Except for ordinary expenses, bills and appeals as approved at membership meetings, no sum shall be voted for the purpose of a grant or contribution to a member or any cause outside the Labour Movement, **or a maximum of five-hundred dollars (\$500.00) per month inside the Labour movement**, except by a notice of motion given in writing and dealt with at the following membership meeting. (Article B.4.4 of the **CUPE National Constitution**).

**ARTICLE 7 – OFFICERS**

7.1 The Officers of the Local shall be the President, First Vice-President, Second Vice-President, Secretary-Treasurer, Recording Secretary, Grievance Chair, three (3) trustees, Sergeant-at-Arms, and Executive Members at Large as listed in 7.2 **below**.

7.2 All Officers shall be elected from the membership at large, with the exception of the Executive Members at Large, who shall be elected by the following voting units of which he/she shall be a member:

Caretakers/ <b>BST</b>	<b>2 Executives at Large</b>
Maintenance – Trades, Steam Plant, Kinesiology	1 Executive-at-Large
Library, Archives	1 Executive-at-Large
Technicians, Security, Stores	2 Executives-at-Large
Clericals	4 Executives-at-Large
Residence & Food Services	1 Executive-at-Large
Herdsman, Horticulture <b>and Grounds</b>	1 Executive-at-Large
Students' Union	1 Executive-at-Large
<b>University Club</b>	1 Executive-at-Large
Prairie Swine Centre (Floral)	1 Executive-at-Large
Student Employee Representative	1 Executive-at-Large

7.3 All Officers shall be elected by the membership in accordance with the procedures of the Local. (Article B.2.1 **of the CUPE National Constitution**)

7.4 The Local will be responsible for deciding the number of Executives-at-Large and any changes, additions or deletions deemed necessary will be made upon the recommendation of the Executive Board and approval of the Local membership.

7.5 No member shall hold more than one (1) position on the Executive. (**Article B.22 of the CUPE National Constitution**)

7.6 Should any Officer fail to answer the roll call for three (3) consecutive meetings without having submitted good reason for those failures, **the** office shall be



declared vacant and shall be filled by an election at the following membership meeting. (Article B.2.5 of the **CUPE National Constitution**)

- 7.6 **If an Officer fails to attend three (3) consecutive membership meetings or three (3) consecutive Executive meetings without good and sufficient reason, their office will be declared vacant and filled at the next meeting.** (Article B.2.5 of the **CUPE National Constitution**)

## **ARTICLE 8 – EXECUTIVE BOARD**

- 8.1 The Executive Board shall comprise all Officers except Trustees and Sergeant-at-Arms. (Article B.2.2)
- 8.2 The Board shall meet at least once every month **with the exception of July and August.** (Article B.3.14 of the **CUPE National Constitution**)
- 8.3 A quorum of the Executive is fifty percent (50%) plus one (1) of all filled Executive positions.
- 8.4 The Executive Officers shall not hold title to any real estate of the Local. They shall have no right to sell, convey or encumber any property without first giving notice and then submitting the proposition to a membership meeting and having it approved. The Executive shall have a discretionary fund of two-hundred dollars (\$200.00) per month.
- 8.5 The Board shall do the work delegated to it by the Local and shall be held responsible for the proper and effective functioning of all committees.
- 8.6 The Executive Board shall determine delegates to the CUPE National Convention **with first preference given to Table Officers.**
- 8.7 All charges against members or Officers must be made in writing and dealt with in accordance with the provisions of the **CUPE National Constitution.** (Articles **B.11.1 to B.11.5 of the CUPE National Constitution**)
- 8.8 All Executive Board members shall function as Shop Stewards.
- 8.9 All Executive Board members shall be bonded for not less than \$2,000.00 (or any greater sum as may be decided at a membership meeting, taking into account the assets of the Local and the amount of cash and cheques handled by the Secretary-Treasurer) through the Master Bond held by National Office.
- 8.10 The decisions made by a majority vote of the Executive are the decisions of the Executive and each member of the Executive is committed to that decision even though they may be in disagreement with it. It is improper for a member of the Local Branch Executive 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 to be supported by all members of the Executive.

## **ARTICLE 9 – DUTIES OF OFFICERS, STEWARDS AND CHAIRPERSONS OF STANDING COMMITTEES**

### 9.1 The President shall:

- a) enforce the CUPE **National** Constitution and these Bylaws.
- b) preside at all membership and Executive Board meetings and preserve order.
- c) decide all questions of order and procedure (subject always to appeal to the membership).
- d) have a vote on all matters (except appeals against the President's rulings) and in case of the vote in any matters including elections.
- e) ensure that all Officers perform their assigned duties.
- f) fill committee vacancies with approval of the Executive Board where elections are not provided for.
- g) co-sign all cheques and ensure that the Local's funds are used only as authorized or directed by the **CUPE National** Constitution, Bylaws or vote of the membership.
- h) attend as a delegate to the CUPE National Convention and other conventions of organizations to which the Local is affiliated. If the President is unable to attend, then an alternate will attend. (Article 14.1 of **these Bylaws**)
- i) function as the Chief Executive Officer of the Local and exercise supervision over the affairs of the Local.
- j) be signatory to all official documents except where otherwise assigned and a co-signatory for all orders on the Treasury.
- k) cooperate with the Executive Board in preparing press releases and other publicity material and be the primary spokesperson for the Local for the purpose of communicating with the media.

- l) supervise the Local Office, direct the employee(s) work and chair the Local Office Labour Relations Committee. (Article 16.2 **of these Bylaws**)
- m) liaison with political and administrative representatives of their respective employers and the government.
- n) advise, assist and guide Executive members.
- o) assist in preparing contract demands and be a full member of the Negotiation Committee.
- p) be prepared to guide the Local in preparing for and conducting strikes, demonstrations and other labour or political protests.
- q) be familiar with and assist the Executive in understanding and interpreting current labour legislation and policies and react appropriately to proposed or legislative changes.
- r) consult with CUPE staff and National and Provincial Offices on matters affecting Local 1975.
- s) consult and work with coalitions, other unions, media and various community groups as required and to further union policies and programs.
- t) promote a good image of CUPE Local 1975 in all matters related to the Local.
- u) provide leadership and make recommendations to membership, Executive and staff.
- v) perform other duties assigned by the Executive and membership on an as required basis.
- w) review and approve all meeting agendas, *The Skopein* newsletter and other materials prior to them being circulated.
- x) be provided with the necessary equipment, i.e. a cellular phone and a laptop computer in order to perform the duties of the position.
- y) be entitled to leave of absence per Article 15.1.4 of the Collective Agreement.
- z) on termination of office, surrender all books, seals and other properties of the Local to their successor.

9.2 The First Vice-President shall:

- a) in the absence of the President, perform all the duties of the President and be accorded all rights, privileges and responsibilities of the President.
- b) if the office of President falls vacant, be Acting President until a new President is elected.
- c) render assistance to any member of the Board as directed by the Board.
- d) be a member of the Local Office Labour Relations Committee.
- e) on termination of office, surrender all books, seals and other properties of the Local to their successor.
- f) act as ex-officio member on all standing committees.
- g) in the absence of the President, may be assigned to co-sign all cheques.
- h) attend as a delegate to the CUPE National Convention and the Saskatchewan Division Convention. If the First Vice-President is unable to attend, an alternate will be selected as per Article 8.6.**

9.3 The Second Vice-President shall:

- a) in the absence of the First Vice-President, perform the duties of the First Vice-President.
- b) if the office of the First Vice-President falls vacant, be Acting First Vice-President until a new First Vice-President is elected.
- c) be a member of the Grievance Committee.
- d) be a member of the Local office Labour Relations Committee.
- e) act as Picket Captain in the event of any work stoppage.
- f) render assistance to any member of the Board as directed by the Board.
- g) on termination of office, surrender all books, seals and other properties of the Local to their successor.
- h) act as Chief Shop Steward and maintain an accurate Steward's contact list.
- i) schedule and chair Shop Steward meetings.

- j) assist, support and ensure education of Shop Stewards.
- k) in the absence of the President, may be assigned to co-sign all cheques.
- l) **attend as a delegate to the CUPE National Convention and the Saskatchewan Division Convention. If the Second Vice-President is unable to attend, an alternate will be selected as per Article 8.6.**

9.4 The Secretary-Treasurer shall:

- a) receive all revenue, initiation fees, dues and assessments, keeping a record of each member's payment and deposit promptly all money with a bank or credit union.
- b) prepare all per capita tax forms and remit payment.
- c) forward to the National Secretary-Treasurer of CUPE on the official monthly report forms provided, all financial obligations owing to the Canadian Union of Public Employees not later than the 15th day of each month.
- d) prepare an annual budget for approval at the annual meeting **to be reviewed by the Executive Board and taken to the Annual General Meeting for approval.**
- e) present written financial reports to each regular membership meeting, detailing all income and expenditures for the period and keep on file all receipts for money sent to CUPE during the year. Make all books available for inspection by the auditors and/or Trustees on reasonable notice and have the books audited semi-annually. Respond in writing to any recommendations and concerns raised by the Trustees.
- f) provide the Trustees with any information they may need to complete the audit report forms supplied by CUPE.
- g) **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.**
- h) be a member of the Local Office Labour Relations Committee.
- i) on termination of office, turn over to the successor all properties and assets, including funds, books and records belonging to the Local Union. Any Secretary-Treasurer who cannot qualify for a bond shall immediately

be disqualified from this office and the Local Union shall proceed with the election of another Secretary-Treasurer.

- j) 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 and receipts for all money sent to CUPE headquarters, as well as records and supporting documents for all income received by the Local Union.
- k) be a member of the Joint Pension and Benefits Committee.
- l) provide a copy of the full financial report to the Local's Executive Assistant to be included in the minutes of all membership meetings.
- m) **attend as a delegate to the CUPE National Convention and the Saskatchewan Division Convention. If the Secretary-Treasurer is unable to attend, an alternate will be selected as per Article 8.6.**

9.5 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 alterations in the Bylaws.
- c) fulfil secretarial duties as directed by the Board.
- d) be a member of the Local Office Labour Relations Committee.
- e) on termination of office, surrender all books, seals and other properties of the Local to their successor.
- f) **attend as a delegate to the CUPE National Convention and the Saskatchewan Division Convention. If the Recording Secretary is unable to attend, an alternate will be selected as per Article 8.6.**

9.6 The Executive Members at Large shall:

- a) be members of the Local 1975 Executive Board.

**In conjunction with the Table Officers, oversee the following:**

- b) represent their area to the fullest possible extent on the Executive Board.

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

9.7 The Stewards shall:

- a) assist Members at Large in the performance of their duties.
- b) assist in defining, detecting, preparing and presenting grievances at the initial level.
- c) generally know and police the Collective Agreement.
- d) provide communications and information from the members in the unit to the Executive and from the Executive to the members, including distribution of union literature and newspapers.
- e) encourage the participation of all members of the unit in union activity and maintain regular contact with members to provide ongoing union awareness and education.
- f) **as per Article 13.4 c), upon appointment to the position of Shop Steward**, take the appropriate course or courses required to perform their role as determined by the Executive Board.

9.8 The Trustees shall:

- a) **act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary, and the committees at least once every calendar year.**
- b) **make a written report of their findings to the first membership meeting following the completion of each audit.**
- c) ensure that monies have not been paid out without proper constitutional or membership authorization.
- d) ensure that proper financial reports are made to the membership.
- e) audit the record of attendance.
- f) inspect, at least once a year, any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local and report their findings to the membership.
- g) use audit forms supplied by the National Office and send a copy of each half-yearly audit to the National Secretary-Treasurer in accordance with the provisions of the CUPE **National** Constitution. (Articles B.3.10 to B.3.12)
- h) semi-annually provide the general membership with an audit of the Joint Funds.
- i) receive an annual honorarium of two-hundred dollars (\$200.00) and any required per diems.

9.9 The Sergeant-at-Arms shall:

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



9.10 The Chairpersons of Standing Committees shall:

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

## **ARTICLE 10 – HONOURARIUMS**

10.1 **Honourariums** shall be paid to Executive Officers and the Grievance Committee Chairperson as determined by the Local and attached as Appendix 'C' to these Bylaws. The membership of the Local shall approve any changes to the honoraria of the Local.

## **ARTICLE 11 – FEES, DUES AND ASSESSMENTS**

11.1 Initiation Fee

Each application for membership in the Local shall be directed to the Secretary-Treasurer and shall be accompanied by an initiation fee of two dollars (\$2.00) which shall be in addition to monthly dues.

11.2 The Re-Admittance Fee will be two dollars (\$2.00) which shall be in addition to monthly dues.

11.3 Monthly Dues shall be 1.5 % of regular earnings or pay.

11.4 Changes in the levels of the Initiation Fee, the Re-Admittance Fee or Monthly Dues can be effected only by following the procedure for amendment of these Bylaws (see Article **20**), with the additional provision that the vote must be by secret ballot. (Article B.4.3 of the **CUPE National Constitution**)

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

11.6 Special assessments for the Local may be levied in accordance with Article B.4.2 of the **CUPE National Constitution**.

11.7 All monies shall be forwarded to the Local for which such sums were levied.

11.8 Any member who is found guilty under the trial procedure of crossing our own Local's picket line in the event of a strike or other job action, may be fined an amount of not more than the net earnings the employee earned during the strike.

**11.9 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 of the CUPE National Constitution)**

## **ARTICLE 12 – INDEMNITY CLAUSE**

CUPE Local 1975 shall pay the cost of:

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

This Bylaw shall cover Executive members of Local 1975 only.

## **ARTICLE 13 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS AND COMMITTEE MEMBERS**

### **13.1 Nominations**

- a) Any member nominated who allows their name to stand for election must be a member in good standing as set out in Article **B.8.3** of the **CUPE** National Constitution.
- b) Nominations for positions up for election shall be made in writing and submitted to the Union Office thirty (30) days prior to the annual meeting. Nominations will only be accepted when the nominator is a member in good standing. Nominations must be accompanied by the signature of the nominating member and a signature indicating acceptance of the nomination from the nominated member.

For Executive Member at Large positions, members are eligible to be nominated for the voting unit in which they are employed in. Where no nominations are received from within the unit, further efforts should be made to solicit nominations from within that unit.

### 13.2 Elections for Table Officers

- a) **At the September General Membership Meeting** each year, the President shall, subject to the approval of the members present, appoint an Election Committee consisting of a Returning Officer and assistant(s) who are neither Officers nor candidates for office. Elections shall be conducted in accordance with the election rules outlined in Appendix 'E' and attached to these Bylaws.
- b) The Executive Board shall determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Returning Officer.
- c) The Returning Officer shall be responsible for a Polling Committee that assists with the issuing, collecting and counting of the ballots. The Returning Officer must be fair and impartial and see that all arrangements are unquestionably democratic. No Polling Committee member can be an Officer or a candidate for office.
- d)
  1. The Election Committee shall solicit election pamphlets from the candidates within seven (7) days of the close of nominations and forward copies of those statements to the membership. **After seven (7) days, the pamphlets will be forwarded to the membership as they are received.**
  2. The Returning Officer, in consultation with the Local Executive, shall designate a polling station(s). Polls shall be conducted with due regard for the secrecy, security and legitimacy of the ballot. The election notice shall be widely circulated at least two (2) weeks prior to the election.
  3. Advance Voting  
No more than ten (10) working days before the vote, an advanced ballot will be available between the hours of 8:30 a.m. and 4:30 p.m. for those members who will not be available for the regular vote. Members will present themselves on the advanced voting day where they shall be issued one ballot, have their name crossed off of the voter's list and immediately place their completed ballot into the sealed ballot box not to be opened until the day of the regular vote.

4. Regular voting shall take place at the polling station(s) between the hours of 7:00 a.m. and 6:30 p.m. on the day preceding the election (the fourth Monday in November) and between the hours of 8:00 a.m. and 3:30 p.m. on the day of the election (the fourth Tuesday in November). The vote shall be by secret ballot.
5. Upon request, members working off campus will receive a mail-in ballot. Mail-in ballots must be postmarked no later than November 15 in order to ensure that they will be counted.
6. Votes will be counted between 3:30 p.m. and 5:00 p.m. on the day of the Annual Meeting. When elections are required, the Annual Meeting shall be at 5:00 p.m.
7. All elections will be decided by a simple plurality of votes cast. In case of a tie vote, **a new election will be conducted the following week.**
8. All candidates for office shall be allowed one (1) scrutineer to ensure the accuracy of the vote count. **Union leave for scrutineers will be granted as required for the vote count.**
9. In order to fulfill their duties, the Election Committee should obtain union leave of absence from work.
10. At the November Annual Membership Meeting following the election, the membership may, by a two-thirds vote, call into question the results of that election if it feels that the conduct of the election was so improper as to affect the legitimacy of those chosen. In order to nullify the election, this vote must then be sustained again by a two-thirds vote, this time at a Special Membership Meeting held for that purpose within two (2) weeks of the first meeting. If an election is nullified, the election process must be repeated by a new Elections Officer heeding the criticisms of the membership. Additionally, any member may file a complaint with the National President who will conduct an investigation and determine if the election was held in accordance with the Local Bylaws and if they were not, the election process would need to be repeated in accordance with the Local Bylaws.
11. RECALL OF OFFICERS: All Executive members of the Local are subject to recall. Upon submission to a Trustee of a recall petition bearing the signatures of twenty per cent (20%) of the membership, the Executive will call a Special Meeting to discuss the recall and then hold a referendum vote. If the recall carries, a new referendum election to fill the vacancy will be held within one (1) month.

- e) 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.
- f) Any member may move for a recount of the votes for any election and a recount shall be conducted if the motion is supported by a majority of the members present.

### **13.3 Elections for Members at Large**

- a) **Executive Member(s) at Large nominations and elections will be held at a special Voting Unit Meeting in November prior to the AGM.**
- b) **The meeting will be organized and chaired by the current, outgoing Member at Large for the Voting Unit, along with one (1) Table Officer.**
- c) **The attending Table Officer will chair the election portion of the meeting.**
- d) **In the event of a tie, a new election will be conducted at a time and location to be determined by the Attending Table Officer.**

### **13.4 Installation and Term of Office**

- a) All duly elected Officers shall be installed at the Annual General Membership meeting held in November.
  - 1. On even numbered years, the President, Second-Vice President and Recording-Secretary shall be elected for a two (2) year term.
  - 2. On odd numbered years, the First Vice-President and Secretary-Treasurer shall be elected for a two (2) year term.
  - 3. As per Article 7.2 of these **Bylaws**, Executive Members at Large shall be elected for a one (1) year term.
  - 4. **The Sergeant-at-Arms shall be elected annually.**
  - 5. **The Grievance Chairperson shall be elected annually from within the Grievance Committee.**
  - 6. Officers shall be installed upon their election and continue in office for their term or until a successor has been elected and installed provided, however, that no term of office shall be longer than three (3) years.

- b) Trustees shall be elected so that the terms of office for Trustees shall be that one shall serve for a period of three (3) years, one for two (2) years and one for one (1) year. Each year, the Local Union shall elect one (1) Trustee for a three (3) year period or in the case of vacancies occurring, elect Trustees to fill only the unexpired terms in order to preserve overlapping terms of office and Article **B.2.4 of the CUPE National Constitution**.
- c) **Stewards will be selected by the Executive Board. Anyone interested in being a Steward will submit their interest, in writing, to the Local Office. Terms will be for a one (1) year period.**

### 13.5 By-Elections

Should an office fall vacant, the resulting by-election should be conducted as closely as possible in conformity with this Article. At least one weeks' notice of the by-election stating the office and the reason for the vacancy shall be given to all members of the Local. **If the regular election for that position is scheduled within three (3) months of the vacancy, it will remain vacant until the regular election.**

## **ARTICLE 14 – DELEGATE SELECTION**

- 14.1 Notice of the following conventions of labour bodies to which the Local is affiliated shall be announced on the agenda of General Membership Meetings. Requests to attend conventions must be submitted to CUPE Local 1975 in writing or by email except as provided for in Article 9.1(h) **of these Bylaws**. A phone call is NOT sufficient.

Any member wishing to attend conventions as a delegate on behalf of CUPE Local 1975 must have attended at least half of the General Membership Meetings in the previous twelve (12) months. Exceptions may be made for 'good and sufficient' reason by providing a letter to the Local Executive. The applicant must be a member in good standing.

- a) Saskatchewan Federation of Labour (SFL)
- b) CUPE Saskatchewan Division
- c) Saskatoon or District Labour Council (SDLC)

- 14.2 All requests will be reviewed by the Local Executive and members will be notified of results. Submitting a request does NOT guarantee approval of the application.

Transportation to and from the convention will be organized by the Executive and Union office.

## **ARTICLE 15 – DELEGATE REIMBURSEMENT OF EXPENSES**

15.1 For all delegates to conventions, conferences, committee meetings, seminars and schools held outside their place of residence, the Local shall pay:

- a) transportation expenses or car allowance based on the current CUPE National mileage rate per kilometer. The most economical method of transportation should be used (economy, tourist or coach rates). In order to receive mileage, except for reasonable circumstances, delegates must ride together. Reasonable (where possible and with receipts) parking costs will also be reimbursed.
- b) a per diem allowance of fifty dollars (\$50.00) per day for out of the city but within the province of Saskatchewan plus hotel expenses and a per diem allowance of one-hundred and twenty-five dollars (\$125.00) per day for out of the province of Saskatchewan plus hotel expenses.
- c) a per diem allowance of twenty-five dollars (\$25.00) per day plus mileage will be paid for out of town meetings where a meal is provided but the meeting does not require an overnight stay.**
- d) any lost wages as a result of attendance.

**Drivers are responsible for driving to and from the convention.**

15.2 Delegates to conventions, education institutes, seminars, union schools or bargaining committee meetings held locally but off campus, shall have no travel or accommodation allowance. **The Local shall pay:**

- a) twenty dollars (\$20.00) per day **per diem**
- b) compensation for any loss of wages necessitated by attendance
- c) parking (receipts must be provided)**

15.3 **a)** When a member attends a CUPE or SFL winter or summer union school and the Local pays the cost of registration which includes room and board, the per diem shall be twenty-five dollars (\$25.00) including incidentals plus the present mileage policy used and any loss of wages necessitated by attendance.

**b) Wherever possible, members will be given their own room.**

15.4 While attending conferences, conventions, seminars, schools, etc. on behalf of the Local, members shall not receive payments for lost wages, per diem or expenses if these payments are made from any other source.

- 15.5 Where possible, accommodations will be pre-booked and billed directly to the Local.
- 15.6 Lost wages will be paid directly to the Employer upon billing.
- 15.7 The Local shall reimburse family care costs other than those expenses normally incurred had the delegate been performing his/her normal work shift for members on union business in accordance with the CUPE Saskatchewan policy attached as Appendix 'D' (current rate for CUPE Saskatchewan – \$40.00 per day per family upon submission of receipts).
- 15.8 The Education Committee will make recommendations regarding attendance at educationals. Their recommendations may include stipulations such as the number of members to attend, the classes, new members, etc.
- 15.9 All members interested in attending educationals will be subject to the Education Committee Guidelines. If all positions are not filled or a vacancy occurs, the Executive will appoint representatives. Members who are interested in attending should advise the Education Committee.
- 15.10 Any other reasonable receipted expenses shall be reimbursed by the Local.
- 15.11 All expenditures for the legitimate business of the Local shall be authorized by the Secretary-Treasurer and approved by the President or First Vice-President. All expense requests shall include appropriate documentation.

## **ARTICLE 16 – COMMITTEES**

### 16.1 Negotiating Committee

- a) This shall be a special ad hoc committee established at least two (2) months prior to the expiry of the Local's Collective Agreement and automatically disbanded when a new Collective Agreement has been signed.
- b) The function of the Committee is to prepare collective bargaining proposals and to negotiate a collective agreement.
- c) The Committee shall consist of the President and four (4) members from **and elected by** the current Executive Board.
- d) The CUPE Representative assigned to the Local shall be a non-voting member of the Committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership **and shall be the Chief Spokesperson at the bargaining table.**



- e) This Committee shall be responsible to the membership.
- f) Motions of the Negotiating Committee in matters of contract ratification are neither amendable nor subject to tabling or any other delaying motions and must be dealt with at meetings where said motions are an order of business.
- g) Advisors to the Negotiating Committee shall be selected as deemed necessary by the Committee to provide the necessary expertise at the bargaining table.

#### 16.2 Local Staff Labour Relations Committee

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

#### 16.3 Bylaw Committee

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

#### 16.4 Special Committees

- a) A special ad hoc committee may be established for a specified purpose and period by the membership at a membership meeting.
- b) The members shall be elected at the same or another membership meeting or may, by specific authorization of the membership, be appointed by the President or the Executive Board.

- c) Two (2) members of the Board may sit on any special committee as ex-officio members.

#### 16.5 Joint Union/Employer Committees

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

#### 16.6 Standing Committees

- a) The appointment of a chairperson for each standing committee shall be decided by each committee and approved by the Executive. **In January of each year**, the chairperson and the Executive Board may, with the concurrence of the membership, jointly appoint other members to serve on a committee. The First Vice-President shall be a member, ex-officio, of each committee. There shall be nine (9) standing committees as follows:

- 1) Education and Public Relations Committee
- 2) *The Skopein* Committee
- 3) Membership Assistance Committee
- 4) Social and Sports Committee
- 5) Occupational Health and Safety Committee
- 6) Bursary Committee
- 7) Strike Appeal Committee
- 8) Young Workers' Committee

**The Chairperson will provide quarterly written reports to the Executive Board.**

- b) Members interested in serving on a committee shall submit a written request to the Executive Board outlining their interest. All requests shall be considered and a recommendation made by the Executive Board. All appointees shall be approved by the Local membership. **All appointments will be made in January and will be for a one (1) year period.**

##### 16.6.1 Grievance Committee

- a) This Committee shall be comprised of up to ten (10) volunteer members appointed by the Executive Board. The selection of the Grievance Committee should, as reasonably as possible, be made from among the Executive Board and the Stewards.

- b) The Committee shall elect its own Chairperson who shall become an Executive member upon ratification by the membership.
- c) This Committee shall process all grievances not settled at the initial stage and its reports shall be submitted first to the CUPE Representative, **the Executive Board** and the membership.
- d) Grievances must be in writing on the forms provided.
- e) The Committee has the authority to decide if the grievance is acceptable and to take the grievance to the first step or beyond.
- f) The Grievance Committee shall make recommendation to the Executive Board regarding the submission of grievances to arbitration for their consideration. Should the Executive Board recommend a grievance not proceed to arbitration, the grievor(s) shall be notified by registered mail and provided an opportunity to appeal in accordance with Appendix 'F' of appeal process to the Executive Board prior to the decision being made. After due process and consideration, the decision of the Executive Board shall be final and not subject to further appeal.
- g) The Grievance Committee shall operate in accordance with the Policies and Procedures outlined in Appendix 'F' of these Bylaws.
- h) The Grievance Committee Chairperson shall present a general report on grievances without using names of members **to the Executive Board and the membership with a copy to the National Representative.**

#### 16.6.2 Education and Public Relations Committee

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

- c) It shall be the duty of this Committee to:
  - 1. arrange for representation of the Local at any appropriate and available educational or SFL Kids Camp and submit recommendations accordingly to the Executive Board.
  - 2. instruct delegates in the preparation of reports to the membership on seminars and conferences and maintain a reference file on these reports.
  - 3. co-operate with the Education and Union Development Departments of CUPE and the Regional Education Representative in implementing both the Local's and CUPE's educational programs and policies.

#### 16.6.3 *The Skopein* Committee

- a) This Committee shall be comprised of **up to ten (10)** volunteer members appointed by the Executive Board. Members interested in serving on the Committee shall indicate their interest to the Executive Board.
- b) The Committee shall select its own Chairperson and Recording Secretary from among its members. The Editor of *The Skopein* shall be an Executive Board member.
- c) It shall be the duty of this Committee to coordinate with the Executive Board.

#### 16.6.4 Membership Assistance Committee (Good and Welfare)

- a) This Committee shall be comprised of up to four (4) volunteer members appointed by the Executive Board. Members interested in serving on the Committee shall indicate their interest to the Executive Board.
- b) The Committee shall select its own Chairperson and Recording Secretary from among its members.
- c) It shall be the duty of this Committee to:
  - 1. be responsible for such activities that affect the well-being of the membership.

2. direct union counselors as may be established and assigned to it by the membership or the Executive.
3. assist members in obtaining aid internally or externally to deal with social problems or specific economic needs.
4. be the last resource of assistance; the individual should have exhausted all other sources of assistance.
5. know that any money that is given **will be a low-interest loan with terms of repayment to be worked out with the member and the Committee.**
6. be responsible for setting a limit on any donations.
7. keep confidential all matters except with written approval of the member.

#### 16.6.5 Social and Sports Committee

- a) This Committee shall be comprised of volunteer members appointed by the Executive Board. Members interested in serving on the Committee shall indicate their interest to the Executive Board.
- b) The Committee shall select its own Chairperson and Recording Secretary from among its members.
- c) It shall be the duty of this Committee to arrange and conduct all social and recreational activities of the Local either on the Committee's own initiative or as a result of decisions taken at membership meetings. Approved volunteers at Local events shall have registration or ticket fees reimbursed by the Local.
- d) The Committee shall submit reports and proposals to the Executive Board or to the membership as required.

#### 16.6.6 Occupational Health and Safety Committee

- a) Members of this Committee shall be appointed by the Executive Board and shall consist of one Table Officer.
- b) The Committee will operate under the Joint Occupational Health and Safety Committee statutory regulations and terms of reference.

### 16.6.7 Bursary Committees

#### Job Description and Code of Ethics:

- a) It shall be the duty of these Committees to:
  1. administer the Norm Quan Memorial Bursary Award in accordance with the guidelines attached to these Bylaws as Appendix 'H'.
  2. administer the Glen Makahonuk Training & Development Fund in accordance with the guidelines attached to these Bylaws as Appendix 'I'.
  3. annually select essay topics, determine deadline dates, arrange for judges, advertise the bursaries, notify all applicants, arrange for presentation of awards and submit winning essays for publication in *The Skopein*.
  4. If at any time a member of a committee is deemed to have a conflict of interest, that member will absent him/herself from the committee discussions and refrain from voting on the issue.
  5. The judging process shall be free of interference by the Bursary Committees and the CUPE 1975 membership.
  6. Written notice to recipients of awards, and all other applicants, will be done at the direction of the Chair of the Bursary Committees.

### 16.6.8 Strike Support Committee

- a) This Committee shall be comprised of the Executive Board.
- b) It shall be the duty of this Committee to administer the Local's donations to strike appeals.

### 16.6.9 Young Workers' Committee

- a) This Committee shall be comprised of up to four (4) volunteer members appointed by the Executive Board. Members interested in serving on the Committee shall indicate their interest to the Executive Board.

- b) The Committee shall select its own Chairperson and Recording Secretary from among its members.
- c) The Committee shall meet as required and the minutes shall be recorded.
- d) The Committee shall submit reports and proposals to the Executive Board or the membership as required.
- e) The Committee's objectives are to:
  - 1. act as a resource to CUPE Local 1975 on issues relevant to young workers by advising and making recommendations to the Executive Board on these issues.
  - 2. recommend and or/prepare resource material and a list of speakers on young workers' issues.
  - 3. educate the membership on how to identify and reduce barriers to young workers.
  - 4. promote the inclusion of young workers in union activities (conferences, conventions and educationals).
  - 5. continue building the contact list of young worker members throughout the Local.
  - 6. develop working links with other organizations, unions, like-minded groups and other CUPE committees.
  - 7. forward issues to the Executive Board when appropriate.

## **ARTICLE 17 – AFFILIATIONS**

17.1 The Local shall be affiliated with the Saskatchewan Federation of Labour, the CUPE Saskatchewan Division and the Saskatoon and District Labour Council.

## **ARTICLE 18 – LOCAL RESPONSIBILITIES**

18.1 Collecting all dues, initiation fees, assessments and other monies from the members or other sources in **the** Local's jurisdiction.

- 18.2 Paying all affiliation and Per Capita requirements of the membership in its jurisdiction.
- 18.3 Paying all bills incurred by the Local.
- 18.4 Paying all Per Capita payments in the Local jurisdiction to the National Union and all affiliates,
- 18.5 Enforcing the **CUPE National** Constitution and Bylaws.

#### **ARTICLE 19 – 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 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 **National** Constitution may provide guidance, but, if the situation is not dealt with there, *Bourinot's Rules of Order* shall be consulted and applied.

#### **ARTICLE 20 – AMENDMENT**

- 20.1 These Bylaws are always subordinate to the CUPE **National** Constitution (including Appendix 'B' - Bylaws Governing Chartered **Organizations**) 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 **National** 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 following a minimum of seven (7) days' notice at a previous meeting or at least sixty (60) days' written notice. When a written notice is given as prescribed above, the Local must vote on the written notice with the exception of amendments.
- 20.3 No change to these Bylaws shall be valid or take effect until approved by the membership and the National President of CUPE. This validity shall date from the letter of approval of the National President. (**Articles 13.3 and B.5.1 of the CUPE National Constitution**)



## **APPENDIX 'A' – 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 'B' – STANDING MOTIONS**

### **Defence Fund**

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

### **Summer Snack Program**

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

### **Strike Donations**

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

### **Unemployed Workers' Centre**

- a) The Local will donate \$1,000.00 annually to the Unemployed Workers' Centre.

### **Saskatoon and District Labour Council (SDLC) Labour Day Barbeque**

- a) The Local will donate \$250.00 annually to the SDLC Labour Day Barbeque.

### **CUPE 1975 Golf Tournament**

- a) The Local will donate up to \$1,500.00 to the CUPE 1975 Golf Tournament.

### **CUPE 1975 Retirement and Long Service Awards Banquet**

- a) The Local will donate two (2) complimentary tickets to the Annual Long Service and Retiree Awards Banquet to retiring and 15, 20, 25, 30, 35, 40 and 45 year members.

**CUPE Curling Bonspiel** – Registration only to be paid for up to four (4) teams. Per diem will be paid if applicants attend at least three (3) membership meetings in the previous twelve (12) months. Travel and accommodations are at the member's expense.

**SFL Kids Camp** – Recommendation for up to four (4) campers' registrations paid by the Local.

- **First Choice – children of members**
- **Second Choice – grandchildren of members**
- **Third Choice – children or grandchildren of retired members**

## **APPENDIX 'C' – SASKATOON LOCAL, EXPENSE ALLOWANCE POLICY**

1. The following **honourariums** shall be provided:

	Monthly	Paid Annually
a. President	\$200	
b. First Vice-President	\$200	
c. Second Vice-President	\$200	
d. Recording Secretary	\$200	
e. Secretary-Treasurer	\$200	
f. Grievance Chair	\$200	
g. Executive Member at Large	\$40	
h. Sergeant-at-Arms		\$100.00
i. Trustees		\$200.00

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

## **APPENDIX 'D' – FAMILY CARE POLICY**

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

Delegates will be reimbursed to a maximum of forty dollars (\$40.00) per day per family upon submission of receipts and an expense form. The form must be signed by two (2) Officers from the Local and must be in the hands of the Secretary-Treasurer of the Local no later than thirty (30) days after the event for which expenses are claimed.

## APPENDIX 'E' – RULES FOR CANDIDATES AND ELECTION COMMITTEE

### 1. RULES FOR CANDIDATES CAMPAIGN

- a) Campaign material shall be limited to only one (1) election pamphlet.
- b) The pamphlet must be received within seven (7) days of the close of nominations. **Any pamphlets received after the requested date will be sent out as received.**
- c) The pamphlet cannot exceed 8.5" by 11" and one (1) copy to all members will be printed and circulated by the Local Office and at the Local's expense. Use of the CUPE 1975 logo on campaign material is prohibited. Additional copies made at the candidate's expense must be identical to the original.
- d) Candidates in violation of the above may be subject to disqualification at the discretion of the Election Committee. The campaign pamphlet shall be subject to the approval of the Local Returning Officer.
- e) If an election is necessary, the Election Committee may call a Candidate Forum.

### 2. RULES FOR CANDIDATES REGARDING ELECTION DAY

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

### 3. RULES FOR ELECTION COMMITTEE

- a) All information submitted to the Election Committee in connection with its responsibilities shall be treated as confidential.

- b) The Election Committee shall have the authority to decide any question regarding eligibility for nomination, subject to the approval of the general membership.
- c) The Election Committee shall report on any such decisions to the Annual General Membership meeting.
- d) In order to fulfill their duties, the Election Committee should obtain union leave of absence from work.
- e) The members of the Election Committee shall not speak to any candidates during the voting day (aside from when the candidates are voting).
- f) No member of the Election Committee is allowed to stand as a candidate, campaign or suggest who to vote for on election day.
- g) If any questions arise regarding the voting, they shall be directed to the CUPE **National** Representative.
- h) All election results will be confidential to the Election Committee until the results are announced at the membership meeting.



## **APPENDIX 'F' – GRIEVANCE HANDLING POLICIES AND PROCEDURES**

### **WHAT HAPPENS WHEN AN ISSUE IS RAISED?**

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

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

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

Therefore, the Steward or Executive Member should **turn the information over to the Grievance Chair who will receive approval from the Grievance Committee** prior to **determining** if this is an issue that could be problem-solved **or is required to proceed to the grievance procedure.**

If problem solving does not resolve the issue, a grievance may be filed. Generally, only the Grievance Chair should file grievances after the decision has been made by the Grievance Committee. In circumstances where timelines need to be met, grievances may also be filed by one of the Table Officers. In all circumstances, the Local, not the grievor, has authority regarding the handling of the grievance.

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

### **APPEALS PROCEDURE**

Any union member who believes he/she has a grievance and submits same in writing and such grievance is not processed by the Grievance Committee

OR

Any grievance which is terminated at any stage of the grievance procedure without the consent of the grievor:

The grievor shall have the right to appeal such decision to the Local Executive Board, in writing, within fourteen (14) calendar days from the time that he/she was notified by registered mail of said decision.

1. A Special Meeting shall be convened of the Local Executive Board, where the grievor or designate may present his/her grievance. The grievor or his/her designate must be a member in good standing of the Local. If the decision of the Executive Board is to deny the grievance after due process and consideration, the decision of the Executive Board shall be final and not subject to further appeal.
2. To ensure that a grievance is not lost due to time limits, the chairperson/designate of the Grievance Committee or the president/designate of the Local 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 Local 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.

#### **DUTIES OF THE GRIEVANCE CHAIR**

- a) Call meetings of the Grievance Committee.
- b) Coordinate all grievances and keep others informed.
- c) Receive copies of all grievances filed and ensure that all necessary Executive and others (i.e. staff) have copies.
- d) Keep an up to date list of all outstanding grievances and the status of each one.
- e) Arrange for grievance hearings beyond the first step; record the resolution of the grievance and what the resolution was. We should know what happens to all of our grievances, i.e.: was it dropped, awarded at arbitration, settled within the department, etc.?
- f) Identify which issues under the Collective Agreement have been violated by the Employer for the case at hand, with an ongoing calculation of the frequencies such violations occur for the purpose of formulating proper Union strategies at the bargaining table.
- g) Attend Steward educationals and meetings.

#### **TYPICAL ATTENDANCE AT GRIEVANCE HEARINGS**

- The Grievance Chair
- The applicable Shop Steward or Executive member
- The Grievor

## CONSULTATION

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

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

The following persons should attend arbitration hearings:

- a) The Grievance Chair and the representative of the area where the grievance arose
- b) The grievor(s)
- c) Other Executive as required
- d) Witnesses as required. (Note: Witnesses do not generally need to be at the entire arbitration)
- e) Other members may be welcome to attend if:
  - they are not working and there is no obligation for the Local to pay their salary.
  - the hearing is not a closed hearing.
  - there is adequate space/seating.
- f) **Attendance at Arbitration and Saskatchewan Labour Relations Board Hearings:**
  - **Terminated employees and witnesses who are not members of CUPE Local 1975 will be paid the sum of one-hundred and twenty-five dollars (\$125.00) per day to attend arbitrations and Saskatchewan Labour Relations Board hearings.**
  - **CUPE Local 1975 members will be eligible for paid union leave, a per diem of twenty dollars (\$20.00), plus parking (receipts required) to attend Arbitration and Saskatchewan Labour Relations Board hearings.**

## **APPENDIX 'G' – TERMS OF REFERENCE FOR BURSARY COMMITTEE**

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

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

### **JOB DESCRIPTION AND CODE OF ETHICS**

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

## APPENDIX 'H' – NORM QUAN MEMORIAL BURSARY

# CUPE 1975 NORM QUAN MEMORIAL BURSARY

### STATEMENT OF PURPOSE AND GUIDELINES FOR APPLICANTS

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

#### **PURPOSE**

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

#### **REGULATIONS**

1. Applicant must be registered in a recognized Canadian post-secondary educational institution and be a member in good standing for at least two (2) years in CUPE 1975, **OR** have a parent, legal guardian or spouse who is a member in good standing in CUPE 1975. Applicant or sponsor must have attended at least three (3) membership meetings in the past twelve (12) months or in the period that he/she was a member, unless for valid reason acceptable to the Local. The CUPE 1975 Bursary Committee reserves the right to request verification of current attendance/registration in the post-secondary institution.
2. **Applicant must submit a cover letter which illustrates why they should be awarded the Norm Quan Memorial Bursary. A Curriculum Vitae (CV), a letter of acceptance into an educational institution or transcripts of marks if already enrolled and at least two (2) letters of reference must be received with the application.**
3. Letters of reference cannot mention the name of the applicant. Please advise those writing reference letters to omit the applicant's name on reference letters to the Bursary Committee. References may be contacted; please have them list their contact information.
4. All submissions shall be judged by members of the Education Committee of the Saskatoon and District Labour Council or by another outside body without direct consultation or interference from the CUPE 1975 Bursary Committee or the General Membership.
5. Members of CUPE 1975, including the Bursary Committee, shall be unaware of

applicants' identities until final judging is completed and results have been returned to the Union Office.

6. All applications become the property of CUPE 1975.
7. Bursary recipients shall be notified of their award in writing. Bursary presentations will be made at a General Membership meeting as soon as it is convenient.
8. A list of recipients' names will be posted on the CUPE 1975 website ([cupe1975.ca](http://cupe1975.ca)) at the end of September and published in *The Skopein* newsletter.

Updated February 2017

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**CUPE 1975  
NORM QUAN MEMORIAL BURSARY**

**Four (4) – \$1,000.00 Bursaries will be awarded.**

**2017 APPLICATION FORM**

**Please Print**

Applicant's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ *(print only)*

Institution applicant will be applying to or is currently enrolled in (include city/town):

\_\_\_\_\_  
\_\_\_\_\_

Start Date: \_\_\_\_\_

Please provide:

- a cover letter illustrating why you should be awarded the Norm Quan Memorial Bursary
- a Curriculum Vitae (CV). A Curriculum Vitae demonstrates life experience and accomplishments, personal interest, volunteer work, including education, awards or scholarships.
- at least two (2) letters of reference.
- a transcript of marks from your educational institution. (Marks from transcripts will only be used as judging criteria to break a tie.)

**Applicant's name cannot appear on CV, cover letter or reference letters.  
CV, cover letter and reference letters must be attached to this application.**

Applicant must be registered full-time in a recognized Canadian post-secondary educational institution and be a member in good standing for at least two (2) years in CUPE 1975 (University of Saskatchewan), **OR** have a parent, legal guardian or spouse with at least two (2) years continuous membership in CUPE 1975. Applicant or sponsor must have attended at least three (3) membership meetings in the past twelve (12) months or in the period that he/she was a member, unless for valid reason acceptable to the Local. All applicants will be notified in September as to their application status.

**INFORMATION PERTAINING TO RELATIONSHIP TO CUPE 1975 MEMBER**

CUPE 1975 Member's Name: \_\_\_\_\_

Member's Campus Address (Dept.): \_\_\_\_\_

**OR** be a CUPE 1975 member in good standing

Member's Department Name: \_\_\_\_\_

Number of years worked on Campus: \_\_\_\_\_

**Submit application via  
mail or hand-delivery to:**

**CUPE 1975 Union Office  
Bursary Committee  
Room 21, McLean Hall  
106 Wiggins Road  
Saskatoon SK S7N 5E6**

**Application Deadline: THURSDAY, JUNE 29, 2017**

- Applications must be postmarked on or before the application deadline.
- Late submissions will not be accepted.

## **APPENDIX 'I' – GLEN MAKAHONUK MEMORIAL**

### **GLEN MAKAHONUK MEMORIAL – CUPE 1975 TRAINING & DEVELOPMENT FUND**

#### **STATEMENT OF PURPOSE AND GUIDELINES FOR APPLICANTS**

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

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

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

#### **PURPOSE**

To provide awards for training and professional development to members of CUPE 1975 in good standing, who have demonstrated community volunteerism and/or union activism, with preference to candidates with union activism. These awards are not to exceed one-thousand dollars (\$1,000) annually.

#### **REGULATIONS**

1. Applicant must be a member of CUPE 1975, in good standing, for at least two (2) continuous years. Applicant must have attended at least three (3) membership meetings in the past twelve (12) months.

The CUPE 1975 Bursary Committee reserves the right to request verification of current attendance/registration in the program or post-secondary institution.

2. Applications are available at the Union Office (Room 21, McLean Hall) or can be printed off the website at [www.cupe1975.ca](http://www.cupe1975.ca). Applications must be submitted to the Union Office. If there are no applications in the calendar year, the Chair of the Bursary Committee will contact the President with the intent of using the one-thousand dollars (\$1,000) on education-related expenses/and or promotions.
3. All applications will be reviewed by the Bursary Committee of CUPE 1975 and their recommendations will be forwarded to the membership.
4. Bursary recipients shall be notified of their award in writing and a presentation will be made at a General Membership meeting as soon as it is convenient.
5. Name(s) of successful applicant(s) will be published in *The Skopein* as soon as possible after the selection process has been completed.



**GLEN MAKAHONUK MEMORIAL – CUPE 1975  
TRAINING & DEVELOPMENT FUND  
APPLICATION FORM**

**Applications will be received throughout the CUPE 1975 calendar year  
September 1 to August 31**

**Please Print Clearly!**

Name: \_\_\_\_\_  
(Last / First / Middle)

Address: \_\_\_\_\_  
(Number & Street) (Apartment #)

\_\_\_\_\_  
(City / Town) (Province) (Postal Code)

Campus Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ (h) \_\_\_\_\_ (w)

Employment Start Date: \_\_\_\_\_

**Prior Union Activities:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Course and College/University Information:**

\_\_\_\_\_  
(Name of course) (Length of Course)

\_\_\_\_\_  
(College/University where course is offered)

\_\_\_\_\_  
(Address of College/University)

Tuition: \$ \_\_\_\_\_ Expected Cost of Books & Supplies: \$ \_\_\_\_\_

Other Related Costs: \$ \_\_\_\_\_



## **APPENDIX 'J' – RULES FOR REFERENDUM VOTES**

Referendum votes may include but are not limited to the following:

- Ratification votes
- Strike votes
- Bargaining Unit structure
- Other votes deemed major by the Executive Board

The President shall, subject to the approval of the members present, appoint a Voting Committee consisting of a Returning Officer and assistant(s).

- a) No more than ten (10) working days before the vote, for those members who will not be available to vote on the day of the vote, either of the following options may occur:

An advanced ballot will be available at the respective Local Union Office in which case the member will be given a ballot and two envelopes – one smaller and one larger. The ballot is to be placed initially into the smaller envelope then placed in the large envelope. On the larger envelope the member will write their name. On the day of the vote, the Voting Committee will record the names of all those who attended the Advance Poll and cross them off the voters list. Once the member's name is crossed off the voters list, the larger envelope will be discarded and the smaller envelope placed in the ballot box.

OR

- b) An advance polling station may be established in which case the members will present themselves to the polling station where they shall be issued one ballot, have their name crossed off of the voters list and immediately place their ballot into the sealed ballot box which will not be opened until the day of the vote.
- c) On the day of the vote the Voting Committee shall establish a minimum of one (1) polling station.
- d) The members will present themselves to the polling station where they shall be issued one ballot and have their name crossed off of the voters list. If no meeting is held in conjunction with the vote, the members shall immediately cast their ballot.
- e) If an information meeting is held, the members shall attend the information meeting to hear and participate in the discussion and debate on the vote to be held.

- f) At the conclusion of the meeting, the members shall cast their vote and deposit them in the sealed ballot boxes.
- g) The Voting Committee shall count the ballots and determine the outcome of the vote.
- h) Results of the vote shall be communicated to the membership.

## **APPENDIX 'K' – CODE OF CONDUCT**

### ***CUPE·SCFP***

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 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 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 abuse 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 him/her 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. 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.
4. Once a complaint is received, the ombudsperson will work to seek a resolution.
5. 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.
6. 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.
7. If the person in charge is a party to the complaint, the director or designate shall assume that role.
8. In a case where a member has been expelled from an event, the National President shall receive a report on the matter.

This Code of Conduct is designed to create a safe, respectful, and supportive environment within CUPE. 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.

CUPE National encourages all chartered organizations to develop and adopt a Code of Conduct based on this model, to apply to conventions, conferences, schools, and meetings which they organize.

The above Code of Conduct arises from the National Women's Task Force (NWTF) report, and Resolution 209 adopted at the 2007 National Convention.

## APPENDIX 'L' – EQUALITY STATEMENT

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# Equality Statement

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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.

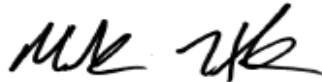
As unionists, mutual respect, cooperation and understanding are our goals. We should neither condone nor tolerate behaviour that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile or offensive environment.

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



CHARLES FLEURY  
National Secretary-Treasurer

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:md/cope 491 – November 2015

**CUPE** / Canadian Union  
of Public Employees

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