
Union Bylaws CUPE Local 21 City of Regina Outside Workers and EPCOR Employees



CUPE / Canadian Union
of Public Employees

May 2016

PREAMBLE

The purpose of this Union shall be to combine the interests of all Civic Employees who are members of the Union, elevate their social, moral and intellectual standing to guard their financial interests, promote their general welfare to establish a stable civic service with promotion through seniority and merit to build up and perfect an impregnable labour organization, its cardinal principles, sobriety, truth, justice and morality.

The foregoing purpose shall be accomplished through collective bargaining.

Members being citizens as well as employees and interests of the City and the Employee being coordinate, the aim of the organization shall be co-operation and the cultivation of amicable relations with the elected members of the Corporation of Regina and the heads of departments and to guarantee the fulfilment of every contract made in its name by the use of every power vested in it.

And in harmony with these declared principles the Regina Outside City Workers', Local 21 at their regular meeting held on January 30th, 1964, in the Labour Temple, Regina, did pass the following Constitution and Bylaws, Rules of Order and Laws governing the Regina Outside City Workers', Local 21 to take effect from September 24, 1963.

THE REGINA OUTSIDE CITY WORKERS'

LOCAL 21

REGINA, SASKATCHEWAN

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INTRODUCTION

Local 21 of the Canadian Union of Public Employees has been formed to:

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

The following bylaws are adopted by Local 21 in accordance with the CUPE National Constitution (Articles 13.3 and B.5.1), to protect the rights of all members, to provide for responsible governance of the Local Union, and to involve as many members of the Local Union as possible through the sharing of duties and responsibilities.

CUPE chartered organizations shall respect and apply the CUPE National Equality Statement to all of the chartered organizations' activities. The CUPE National Equality Statement can be found in Appendix A to these bylaws.

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

(March 10, 2016)

SECTION 1 – NAME

The name of this Local Union shall be Canadian Union of Public Employees, Local 21.

Local 21 consists of the following bargaining units:

City of Regina Outside Workers

EPCOR Water Prairies Inc. Employees

(March 10, 2016)

SECTION 2 – OBJECTIVES

The objectives of Local 21 are to:

- (a) Secure the best possible pay, benefits, working conditions, job security, pensions and retiree benefits for its members;

(March 10, 2016)

- (b) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;

(March 10, 2016)

- (c) Encourage the settlement by negotiation and mediation of all the disputes between the members and their employers;

(March 10, 2016)

- (d) Eliminate harassment and discrimination of any sort or on any basis; for the equality of treatment regardless of class, race, colour, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, religious beliefs, or mental and physical disability; and the active opposition of discrimination of same wherever it occurs or appears;
(March 10, 2016)
- (e) Establish strong working relationships with the public we serve and the communities in which we work and live; and
(March 10, 2016)
- (f) Support CUPE in reaching all of the objectives set out in Article II of the CUPE National Constitution.
(March10, 2016)

SECTION 3 – REFERENCES

Numbers of articles at the end of sections or sub-sections in this document refer to relevant articles of the CUPE National Constitution which should be read together with these bylaws.

(March 10, 2016)

SECTION 4 – MEMBERSHIP

(a) Membership

An individual employed within the jurisdiction of Local 21 can apply for membership in Local 21 by signing an application and paying the initiation fee set out in Section 14(c) of these bylaws.

(Article B.8.1)
(March 10, 2016)

(b) Approval of Membership

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

(Article B.8.2)
(March 10, 2016)

(c) Oath of Membership

New members will take this oath:

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

(Article B.8.4)
(March 10, 2016)

(d) Continuation of Membership

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

**(Article B.8.3)
(March 10, 2016)**

(e) Member in Good Standing

A member in good standing is a member of the Union who has rights under the Collective Agreement between Regina Outside City Workers', Local 21 and the City of Regina **and EPCOR members, Local 21**. To further clarify the definition of a member in good standing this definition includes a member that is on lay-off, **and/or approved leave of absence**, and has rights under the Collective Agreement.

Any member in good standing being dismissed from the service of the City shall be considered a member of the Union until such time as all negotiations or procedures for reinstatement of said member has ceased.

(March 10, 2016)

(f) Member Obligations

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

An employee who falls under jurisdiction of this Union shall become a member of the Union and complete the application form provided for that purpose.

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

(March 10, 2016)

(g) New Members

New members shall become entitled to all rights and privileges of membership except where this constitution provides otherwise, and all such rights and privileges shall, except as otherwise provided in this constitution, cease immediately upon the termination of membership for any cause.

(h) Honorary Retiring Card

Members reaching retirement age or becoming incapacitated, whether in receipt of a pension or not, and providing they are in good standing in the Union, can on leaving employment, make application to the **National** Secretary-Treasurer of the Union for an Honorary Retiring Card. The application for an Honorary Retiring Card shall be voted on at a regular meeting of the Union and if passed as favourable, the **National** Secretary-Treasurer shall issue the Honorary Retiring Card. A member possessing an Honorary Retiring Card shall be entitled to attend General Membership meetings of the Union with voice but no vote. Retired members shall

not be entitled to either voice or vote at conventions of the Canadian Union of Public Employees. **A retired member's attendance does not count towards the Local 21 quorum criteria.**

An honorary retiree shall not attend Local Executive meetings nor sit on local committees other than retiree committees.

(March 10, 2016)

SECTION 5 – FINANCES

(a) Signing Authority

The President, First Vice-President, Secretary-Treasurer and Recording Secretary shall have signing authority on all Union Bank Accounts. Any cheque written to any member in these positions shall be signed by the other two officers. All cheques written to pay expenses shall have two signatures, one of which must be the Secretary-Treasurer.

Under no circumstances shall a Union Officer, who has signing authority on any Local 21 bank accounts, sign any blank cheques.

(May 24, 2016)

(b) Funds

The funds of the Union shall be kept in "the General Fund" and the "Special Assessment Fund" and shall be administered as hereinafter provided.

(c) General Fund

The General Fund shall be kept on deposit in such chartered bank as the Union shall from time to time by resolution designate. All funds received by the Union shall be paid to the Secretary-Treasurer who shall deposit the same in the General Fund **or shall arrange direct deposit with the Employer.** All bills and accounts for the general purposes of the Union shall be paid out of the General Fund by cheque signed by the Secretary-Treasurer and the President, or by such other officers as the Union may designate.

(March 10, 2016)

(d) Annual Budget

The Secretary-Treasurer shall, **with the assistance of a Budget Committee consisting of at least one trustee and two members in good standing**, each year prepare an annual budget respecting the operation of the affairs of the Union that shall be submitted to the Executive Board in **September**. The budget as prepared, or as the same may be amended by the Executive Board, shall be submitted to a meeting of the Union in the month of **October** next following. The said budget shall be discussed at such meeting and shall be subject to amendment, but need not be adopted nor amended at such meeting, but discussion thereon may be continued at a meeting of the Union in the next month where it may be amended or further amended but in any case the budget as presented or as amended shall be adopted at such meeting.

(March 10, 2016)

(e) Expenditure Not In Budget

Any necessary expenditure for the general purposes of the Union in any amount not in excess of **Three** Hundred Dollars (\$300.00) not provided for in the approved budget may be incurred upon the authorization of the Executive Board. All such expenditures shall be reported by the Secretary-Treasurer to the next regular or special meeting of the general membership of the Union.

(March10, 2016)

Any expenditure of an amount in excess of **Three** Hundred Dollars (\$300.00) not provided for in the approved budget shall be brought before a properly constituted regular or special meeting of the general membership of the Union for approval, which approval shall require the support of a simple majority of the members present and voting at such meeting.

(March 10, 2016)

Any contemplated expenditure of non-budgeted funds exceeding Two Thousand Dollars (\$2000.00) will require approval through a notice of motion. That any unbudgeted donation exceeding Five Hundred Dollars (\$500.00) shall require approval through notice of motion. This does not include Solidarity Donations. Donations may only be made to causes that are compatible with union principles, such as solidarity donations or which benefit the local or our members, including registered charities.

Solidarity donations shall be such as a local that has been locked out or has taken job action, firstly a CUPE local and secondly another union or local. Such donations shall not exceed \$500.00 unless approved by the membership.

(March 10, 2016)

Donations will not be considered for the following:

- churches of any denomination
- assistance of individuals
- **individual** sports teams or athletic clubs

The Executive Board may, upon any member retiring from the service of the City, present to such a member on behalf of the Union a memento in the form of a **Local 21 Jacket (up to \$400.00)** together with the sum of Ten Dollars (\$10.00) for each year of membership.

(March 10, 2016)

(f) The Union shall pay the cost of:

Note: This clause does not apply to criminal offences committed by any officer of the Union.

(March 10, 2016)

- i) Defending an action or proceeding against an elected officer of the Union or past elected officer of the Union claiming liability on the part of that officer for acts or omissions done or made by the officer in the course of his elected duties or paying any sum required to settle the action or proceeding and,

- ii) Damages and costs awarded against an officer as a result of a finding of liability on the part of an officer for acts or omissions done or made by the officer in the course of his elected duties.

SECTION 6 – AFFILIATIONS

In order to strengthen the labour movement and work toward common goals and objectives, Local 21 shall be affiliated to and pay per capita tax to the following organization(s):

- The CUPE Saskatchewan Provincial Division
- The CUPE Saskatchewan Municipal Worker’s Steering
- The Saskatchewan Federation of Labour
- The Regina District Labour Council
- Civic Federation Association

(March 10, 2016)

SECTION 7 – MEMBERSHIP MEETINGS

(a) Regular Membership Meetings

Regular membership meetings of Local 21 shall be held on the second Tuesday of each month, **with the exception of July and December, at 7:00 p.m. Notice of each regular membership meeting outlining the date, time and location shall be given to members at least seven days in advance of the meeting.** There shall be a minimum of six (6) membership meetings per calendar year.

When a statutory holiday or a situation beyond the control of the Local Union arises which causes the cancellation of a regular membership meeting, the Executive Board shall reschedule the regular membership meeting **to the Wednesday following**, and will give members five days’ notice of the date of the rescheduled regular membership meeting.

(March 10, 2016)

(b) Special Membership Meetings

Special membership meetings of Local 21 may be required, and shall be called by the Executive Board or may be requested in writing by no fewer than **twenty-eight** members in good standing. **The President shall immediately advise members when a special meeting is called, and ensure that all members receive at least twenty-four (24) hours’ notice of the special meeting, the subject(s) to be discussed, the date, time and location.** No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.

(March 10, 2016)

- (c) The regular meetings of the Executive Board shall be held at minimum once every month.

(d) Special meetings of the Executive Board may be called by any executive member when considered necessary.

(e) **Quorum**

The minimum number of members required to be in attendance for the transaction of business at any regular or special meeting shall be twenty members, **plus at least eight members of the Executive Board.**

(March 10, 2016)

Any retiree attending a meeting shall not count towards quorum.

(f) Meetings shall adjourn at 10:00 p.m. unless otherwise decided by vote of the members present.

(g) The Executive Board Officers of the Union shall be empowered to change or cancel the date of any regular or executive meeting if circumstances justify such change. Notice of such change shall be given at least one week prior to the new date.

(h) **Membership Meeting Agenda**

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

1. Roll call of officers
2. **Reading of the Equality Statement**
3. Voting on new members and initiation
4. Reading of the minutes **of the previous meeting**
5. **Matters arising from the minutes**
6. Secretary-Treasurer's Report
7. **Communications and bills**
8. **Executive Board Report**
9. Reports of committees and delegates
10. Nominations, elections, or installations
11. Unfinished business
12. New business
13. Good and Welfare
14. Adjournment

(Article B.6.1)
(May 24, 2016)

(i) **Regina Outside Workers Bargaining Unit Meetings**

Bargaining Unit meetings may be called to deal with matters that affect only members of the bargaining unit. Such meetings are not to be used to replace regular membership meetings and will not make decisions that affect the Local Union as a whole or another bargaining unit. The President shall advise members of the bargaining unit seven days in advance of the meeting providing the time and location and an agenda.

The minimum number of members required to be in attendance for the transaction of business at any bargaining unit meeting shall be twenty bargaining unit

members plus at least eight members of the Executive Board. Members from other bargaining units in the Local Union may attend these meetings with voice but no vote and are not counted as part of quorum.

(May 24, 2016)

(j) **EPCOR Bargaining Unit Meetings**

Bargaining Unit meetings may be called to deal with matters that affect only members of the bargaining unit. Such meetings are not to be used to replace regular membership meetings and will not make decisions that affect the Local Union as a whole or another bargaining unit. The President shall advise members of the bargaining unit seven days in advance of the meeting providing the time and location and an agenda.

(May 24, 2016)

The minimum number of members required to be in attendance for the transaction of business at any bargaining unit meeting shall be **ten** bargaining unit members plus **at least two** members of the Executive Board. Members from other bargaining units in the Local Union may attend these meetings with **voice** but no **vote** and are not counted as part of quorum.

(May 24, 2016)

- (k) When Letter of Understanding regarding “hours of Work” or “Shifts” is put forward in an area and voted on by “secret Ballot” and if agreed to by the majority of members affected by this Letter of Understanding, the Union Executive Board will have the authority to give final approval and sign it into effect on behalf of the membership of the Union.

SECTION 8 – OFFICERS

The Officers of Local 21 shall be the President, Vice-President, Second Vice-President employed by the Environment and Infrastructure Directorate, Second Vice-President employed by the Planning and Community Services Directorate, Secretary-Treasurer, Recording Secretary, seven Executive Members at Large representing the City of Regina bargaining unit and one Executive-at-Large position representing the EPCOR bargaining unit, Sergeant-at-Arms, three (3) Trustees.

(Articles B.2.1 and B.2.2)

The Table officers of the Union Executive Board shall consist of the President, First Vice-President, Two Second Vice-Presidents, Secretary-Treasurer and the Recording Secretary.

(May 24, 2016)

SECTION 9 – EXECUTIVE BOARD

- (a) **The Executive Board shall include all Officers, except Trustees and Sergeant at Arms.**

(Article B.2.2)

(May 24, 2016)

- (b) **The Executive Board shall meet at least eight (8) times per year.**
(Article B.3.14)
(March 10, 2016)
- (c) **A majority of the Executive Board constitutes a quorum.**
(March 10, 2016)
- (d) **The Executive Board shall hold title to any real estate of the Local Union as trustees for the Local Union. They shall have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposal to a membership meeting and having it approved.**
(March 10, 2016)
- (e) **The Executive Officers may interview any civic official or employee, City Council or any member or committee thereof, or any Board or other official body whatsoever.**
(March 10, 2016)
- (f) **The Executive Board shall do the work delegated to it by the General Membership and shall be held responsible for the proper and effective functioning of all committees.**
(March 10, 2016)
- (g) **The Executive Officers of the Union shall be the delegates to the Civic Employees' Federation and shall appoint such other delegates as may be required.**
(March 10, 2016)
- (h) **Executive Members shall attend all meetings and assist in keeping order at meetings and generally represent the interest of all members at meetings and otherwise. Special tasks may be assigned by the President as necessary.**
(March 10, 2016)
- (i) **Should any Executive Board member fail to answer the roll call for three consecutive general membership meetings or three consecutive Executive Board meetings without submitting reasonable explanation to the Executive Board for determination, their office shall be declared vacant and shall be filled by an election at the following membership meeting.**
(Article B.2.5)
(March 10, 2016)
- (j) **No person shall be elected to the Executive Board of the Union unless he has been a member in good standing for at least twelve months.**

SECTION 10 – DUTIES OF OFFICERS

Each Officer of Local 21 is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise.

All Officers must give all properties, assets, funds and all records of the Local Union to their successors at the end of their term of Office.

(Article B.3.9)

All signing Officers of Local 21 shall be bonded through the master bond held by CUPE National. Any Officer who cannot qualify for the bond shall be disqualified from having signing authority.

(Article B.3.5)

Executive Members shall attend all meetings and assist in keeping order at meetings and generally represent the interest of all members at meetings and otherwise. Special tasks may be assigned by the Executive Board as necessary.

(March 10, 2016)

(a) President

The President shall:

- Enforce the CUPE National Constitution, these Local Union bylaws and the Equality Statement.
- Interpret these bylaws as required.
- Preside at all membership and Executive Board meetings and preserve order.
- Decide all points of order and procedure (subject always to appeal to the membership).
- Have the same right to vote as other members. In the case of a tie vote, the President may cast another vote or the President may refrain from casting an additional vote, in which case the motion is defeated.
- Ensure that all Officers perform their assigned duties.
- Fill committee vacancies where elections are not provided for.
- Introduce new members and conduct them through the initiation ceremony.
- 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.
- Be allowed necessary and reasonable funds to reimburse the President or any Officers for expenses incurred on behalf of the Local Union. Expense claims must be listed on a proper form outlining the expense, the reason for the expense, and with supporting receipt(s) attached.
- Have first preference as a delegate to the CUPE National Convention.

(Article B.3.1)
(March 10, 2016)

(b) First Vice-President

The Vice-President shall:

- If the President is absent or not eligible, perform all duties of the President.

- If the office of the President falls vacant, be Acting President until a new President is elected through a by-election.
- Be the liaison for matters related to EPCOR members as well as all other members.
- Be the main contact person to deal with workplace Harassment issues with consultation with the Local President.

(March 10, 2016)

- Render assistance to any member of the Executive as directed by the Executive Board.

(May 24, 2016)

(c) **Second Vice-President** shall:

- **Preside over membership and Executive Board meetings in the absence of the President and First Vice-President respectively.**
- One of the Second Vice-Presidents shall preside over the Executive Board and/or Membership meetings if the President and First Vice-President is absent or not eligible, perform all duties of the President, **chosen by a vote of the Executive Board by simple majority.**
- **The two Second Vice-Presidents shall be the Co-Chairpersons of their respective departments (Community Services, Public Works, Environment, Infrastructure Directorate) grievance committee and shall be responsible for all phases of the grievance procedures as directed by the Executive Board and Union Membership.**

(March 10, 2016)

(d) **Recording Secretary**

The **Recording Secretary** shall:

- **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.**
- **Record all amendments and/or additions in the bylaws, and make certain that these are sent to the National President for approval prior to implementing.**
- **Answer correspondence and fulfil other administrative duties as directed by the Executive Board.**
- **Keep a record of all correspondence received and sent out.**
- **Prepare and distribute all notices to members, shop stewards and executive members.**

- Have all records ready on reasonable notice for the Trustees or auditors.
- Preside over membership and Executive Board meetings in the absence of the President, First Vice-President and both Second Vice-Presidents.
- Be empowered, with the approval of the membership, to employ administrative assistance to be paid for out of the Local Union's funds.
- Perform other duties required by the Local Union, its bylaws or the National Constitution.
- Maintain a separate record of all motions made during all executive and membership meetings.
- Be responsible to make all reservations, register all delegates for conferences, workshops and conventions in the absence of the Secretary-Treasurer.

(March 10, 2016)

(e) Secretary-Treasurer

The Secretary-Treasurer shall:

- Receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union.
- 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.
- Ensure that per capita tax is paid by direct remittance, or where per capita is not paid by direct remittance, prepare all CUPE National per capita tax forms and remit payment, including \$1.00 of each initiation fee on all members admitted, no later than the last day of the following month.
- Be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Local Union.
- Record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices.
- Make a full financial report to meetings of the Local Union's Executive Board.

- **Make a written financial report to each regular membership meeting, detailing all income and expenditures for the period.**
- At the end of his term of office, the Secretary-Treasurer shall turn over to his successor, all properties and assets, including funds, books and records belonging to the Union. Any Secretary-Treasurer, who cannot **be bonded through the master bond held by CUPE National**, shall immediately be disqualified from his office and the Union shall proceed with the election of another Secretary-Treasurer.
(March 10, 2016)
- **Pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the President and one other member of the Executive Board as determined by the Executive Board. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated.**
- **Make all books available for inspection by the Trustees and/or auditors on reasonable notice. Ensure that the books are audited at least twice each calendar year by the local Trustees, and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees.**
- The fiscal year shall end December 31st of each year. The books of the Secretary-Treasurer shall be audited at the end of each fiscal year by a firm of Chartered Accountants **in addition to the twice a year audit conducted by the local trustees (January 1 to June 30 – completed by December 31st, and July 1 to December 31 - completed by June 30th of the following year.**
(March 10, 2016)
- **Provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National.**
- Each year prepare an annual budget respecting the operation of the affairs of the Union that shall be submitted to the Executive Board in **September**. The budget as prepared, or as the same may be amended by the Executive Board, shall be submitted to a meeting of the Union in the month of **October** next following. The said budget shall be discussed at such meeting and shall be subject to amendment, but need not be adopted nor amended at such meeting, but discussion thereon may be continued at a meeting of the Union in the next month where it may be amended or further amended but in any case the budget as presented or as amended shall be adopted at such meeting.
(March 10, 2016)
- **Where required, not later than February 28th each year, furnish each member, on the forms supplied by CUPE National, with a statement showing the net amount of tax-deductible dues paid by him during the preceding calendar year.**
- **Be empowered, with the approval of the membership, to employ necessary administrative assistance to be paid for out of the Local Union's funds.**

- **Notify all members who are one month in arrears and report to the Executive Board all members two or more months in arrears in the payment of union dues.**

(Articles B.3.4 to B.3.8)
(March 10, 2016)

(f) Executive at Large

The Executive at Large members shall:

- **Be a member of the Local 21 Executive Board Support/liaison with the shop stewards.**
- **Represent the membership to the fullest possible extent on the Executive Board.**
- **Report back Executive Board decisions and other Union Business to the members.**
- **Generally know and police the Collective Agreement and Provincial and Federal legislation affecting labour.**
- **Attend classes in union education wherever possible.**
- **Attend all Executive Board, general/special meetings.**
- **Investigate and resolve member problems and refer grievance matters to the grievance Co-Chairs.**
- **Sit on any ad-hoc committees as assigned by the Executive Board.**
- **On termination of office, surrender all books, seals and other properties of the Local to their successor.**
- **Carry out tasks assigned by the Executive Board as necessary.**

(March 10, 2016)

(g) Trustees

The Trustees shall:

- **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 **twice** every calendar year **separate from the Chartered Accountants audit when performed** and shall exercise general supervision over the property of the union.**
- **Make a written report of their findings to the first membership meeting following the completion of each audit.**
- **Submit in writing to the President and Secretary-Treasurer any recommendations and/or concerns they feel should be reviewed in order to**

(March 10, 2016)

ensure that the Local Union's funds, records, and accounts are being maintained by the Secretary-Treasurer in an organized, correct, and proper manner.

- Be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization.
- Ensure that proper financial reports have been given to the membership.
- Audit the record of attendance.
- 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 Union, and report their findings to the membership.
- Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:
 - Completed Trustee Audit Program
 - Completed Trustees' Report
 - Secretary-Treasurer Report to the Trustees
 - Recommendations made to the President and Secretary-Treasurer of the Local Union
 - Secretary-Treasurer's response to recommendations
 - Concerns that have not been addressed by the Local Union Executive Board.

(Articles B.3.10 to B.3.12)
(March 10, 2016)

(h) Sergeant-at-Arms

The Sergeant at Arms shall:

- 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 President and with consent of the members present.
- Maintain the record of membership attendance at meetings.
- **Shall ensure that all retired members produce their honorary retired membership Cards before entry as per the National Constitution.**
- **Perform such other duties as may be assigned by the Executive Board from time to time.**

(Article B.10.1)

(March 10, 2016)

SECTION 11 – FULL-TIME PRESIDENT

Should the membership decide that a Full-time President is required then a notice of motion shall be given at least one month prior to the motion being moved and seconded and must be passed by the membership on a yearly basis to determine the need from year to year.

When the local requires a Full-time President they shall receive the following benefits:

- They shall be paid at the rate of 4C of the latest collective agreement and it is further understood that the rate of pay may be paid within that pay schedule. and the local shall reimburse the City of Regina per Letter of Understanding 2015-01.
- In addition they shall receive a monthly Honorarium at a rate which is established in the current bylaws.
- They shall receive mileage as established in the current bylaws and shall not be paid mileage for driving to the Local 21 office from their home.
- They shall also receive the established rate for communication allowance provided they have supporting documentation.
- They shall provide a monthly activity report to the Executive Board.

(March 10, 2016)

SECTION 12 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS

(a) Interim Election Process During Administration

For the process of electing a new executive while under administration, officers whose positions are normally elected in odd years shall hold office until June 30, 2017. The terms for all officer positions shall subsequently be two years. Officers whose positions are elected in even years shall remain in office until June 30, 2018 elections.

(March 10, 2016)

For the purposes of providing members the opportunity to run for more than one position on the new executive, the initial elections will be conducted in the following manner:

- Candidates for even year executive positions shall be nominated in the previous month prior to the election taking place. Elected members will be announced at the membership meeting after voting polls close and ballots have been counted.
- Candidates for odd year executive positions shall be nominated immediately following the announcement of the even year elected executive and then closed. Elections for the odd year executive positions shall occur the following month.

- **Apart from the above, the nomination, election and installation of officers for the interim election process shall follow the process outlined in this Section of the CUPE Local 21 Bylaws.**

(March 10, 2016)

(b) Nominations

1. Nominations for the regular election of officers shall take place at the regular meeting held in May of each year. **Nominations will be accepted from members in attendance at the nomination meeting or from those members who have allowed their name to be filed in writing at a meeting witnessed by another member.**
(May 24, 2016)
2. The regular election of officers shall take place at the regular meeting held in June each year.
3. Any officers elected at the regular meeting held in June of each year shall take over their duties on the 1st day of July following their election.
4. Any member in good standing being dismissed from the service from the City **or EPCOR Water Prairies Inc.** shall be considered a member of the Union until such time as all negotiations or procedures for reinstatement of said member has ceased.
(March 10, 2016)
5. When an elected officer ceases to be a member in good standing and continues not in good standing for a period exceeding 30 days, his office shall be declared vacant and an election shall be held as outlined in **Section 12 (c)**.
(March 10, 2015)
6. In the event a vacancy occurs as a result of death or resignation or incapacity to carry out the responsibilities of office, an election shall be held as outlined in **Section 12 (e) 1**.
(March 10, 2016)
7. No person shall hold office in the Union who has not been a member in good standing for at least one year. In the event of any officer being suspended or expelled from the Union or absenting himself from three consecutive meetings without good and sufficient cause, tendering the resignation from office, leaving the service of the City, or leaving the bargaining unit of employees represented by the Union, his office shall be declared vacant and a successor elected as outlined in **Section 12 (c)**.
(March 10, 2016)

(c) Elections

1. **Election of all officers shall be by secret ballot.**
2. **The President, Second Vice-President (Grievance Chair employed by the Environment and Infrastructure Directorate) and Secretary-Treasurer shall be elected by the membership for a two (2) year term in even years. The First Vice-President, Second Vice-President (Grievance Chair employed by the**

Planning and Community Services Directorate), Recording Secretary and Sergeant-at-Arms shall be elected by the membership for a two (2) year term in odd years.

(March 10, 2016)

3. **Executive Members at Large of the Union shall hold office for two years and if in good standing shall be eligible for re-election. Four Executive Members shall be elected in **even** years and the remaining four shall be elected in **odd** years, **one of which will be an EPCOR Executive Member.****

(May 24, 2016)

4. **Up to two (2) shop stewards shall be elected by the membership of each branch on an annual basis. The election shall be conducted by an Executive Member at Large. The Executive Board may appoint a shop steward to fill a vacancy.**

(May 24, 2016)

5. **Only members of the EPCOR Water Prairies Inc. bargaining unit shall be eligible to be nominated or vote for the EPCOR designated Executive Member at Large position.**

(March 10, 2016)

6. **Only members of the City of Regina bargaining unit shall be nominated or vote for the remaining Executive Member at Large positions.**

(March 10, 2016)

7. **Members of both bargaining units are eligible to be nominated and vote for all other Officer positions.**

(March 10, 2016)

8. **Members who have been nominated will be allowed not more than five (5) minutes to address the membership at the nomination meeting after they have accepted their nomination, but before the election of the office for which they have been nominated.**

(March 10, 2016)

9. **All nominated candidates shall have the option to have a short bio, photo and candidate statement posted on the Local 21 website and distributed in a mailing to all members.**

(March 10, 2016)

10. **The Sergeant-at-Arms shall hold office for a two (2) year term but shall be eligible for re-election.**

(March 10, 2016)

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

(March 10, 2016)

12. **When an election is held, the Executive shall appoint a Balloting Committee. The Balloting Committee shall designate one of the members as the Chief**

Returning Officer. The Balloting Committee will include members of the Local Union who are neither Officers nor candidates for office. The Balloting Committee shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential. The Balloting Committee shall conduct the election, count the ballots cast and declare the elected candidates(s) in each contest who receives the greatest number of votes. The report of the Balloting Committee shall be signed by all members of the Committee and shall be reported at the next membership meeting by the Chief Returning Officer. The National Representative assigned to the Local Union shall serve as an advisor to the committee when requested by the Local Union.

(March 10, 2016)

- 13. The Elections Committee will determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Chief Returning Officer. Other fundamental principles of the election are as follows:**
- a) One vote per member in good standing**
 - b) No proxy votes will be accepted**
 - c) Confidentiality of votes (closed-in polling area/station)**
 - d) Authenticity of votes**

(March 10, 2016)

- 14. The Chief Returning Officer will be responsible for issuing, collecting, and counting ballots. The Chief Returning Officer must be fair and impartial and see that all arrangements are unquestionably democratic.**

(March 10, 2016)

- 15. In order to ensure maximum participation for all members, including seasonal workers, the Local shall hold elections the 2nd Tuesday of June with voting taking place at polling stations, upon approval from the employer, at City Hall, Public Works, Parks Yard and at the Local 21 Office the day of the election and at the General Membership Meeting until 8:00 p.m. In addition, advance polling stations shall be set up at the Local 21 Office from 5:00 p.m. - 9:00 p.m. the Wednesday and Thursday prior to the election(s). The vote shall be by secret ballot.**

(March 10, 2016)

- 16. Any officers elected in June of each year shall take over their duties on the 1st day of July following their election.**

- 17. A plurality of votes cast by secret ballot will be required before any candidate can be declared elected.**

(March 10, 2016)

- 18. In the event of a tie vote, a second and subsequent ballot(s) will be taken if necessary until a candidate receives a plurality of votes cast and can be declared elected.**

- 19. Only candidates may request a recount of the votes for any election that pertains to them and a recount will be conducted if the request is supported, in a vote, by at least the number of members equal to the quorum for a membership meeting as set out in Section 7(e).**

(May 24, 2016)

- i) **Should a candidate request a recount of the results of the Election, the Elections Committee shall conduct this process with the presence of the CUPE Servicing Representative or a CUPE designate.**
(March 10, 2016)
- ii) **The candidate requesting the recount shall instruct the Chief Returning Officer immediately of the “request for a recount.”**
(March 10, 2016)
- iii) **The recount shall occur within seven (7) days of the election date.**
(March 10, 2016)
- iv) **The candidate(s) and/or their scrutineer(s) can be present during the recount upon advising the Elections Committee Chief Returning Officer.**
(March 10, 2016)
- v) **If the scrutineer(s) and/or candidate(s) have notified the Chief Returning Officer of their request to be present at the recount process, the scrutineer(s), candidate(s), Elections Committee, and employees of CUPE National (CUPE Servicing Representative) shall conduct themselves in a professional manner and within the guidelines as outlined in the CUPE Equality Statement.**
(March 10, 2016)

20. **All election complaints by members will be submitted in writing to the Chief Returning Officer as soon as possible but in no circumstances will a complaint be valid if it is filed later than seven days after the election. The Chief Returning Officer in conjunction with the Elections Committee will investigate the complaint and issue a ruling as soon as practical and report the ruling to the very next regular membership meeting.**
(March 10, 2016)

21. **All candidates for office shall be allowed one (1) scrutineer to ensure the accuracy of the vote count.**
(March 10, 2016)

(d) Installation of Officers

1. **All duly elected Officers shall be installed at the meeting at which elections are held and shall continue in office for 2 years or until a successor has been elected and installed, provided, however, that no term of office shall be less than one year and no longer than three years.**
(Article B.2.4)
(March 10, 2016)

2. **The Oath of Office to be read by the newly elected Officers is:**

“I, _____, promise to perform the duties of my office, as set out in the Constitution and laws of the Canadian Union of Public Employees, faithfully and to the best of my ability for my term of office. As an Officer of the Union, I will always promote the harmony and dignity of its

sessions by counsel and example. I also promise to turn over all property of the Union to my successor at the end of my term.”

(Article 11.6(b))
(March 10, 2016)

(e) **By-elections**

1. **Should an office fall vacant for any reason, the resulting by-election should be conducted as closely as possible in conformity with this section. The term of office for any position filled through a by-election will be for the remaining term that the vacated position was initially elected to fulfill.**

(March 10, 2016)

2. The membership by recommendation of the Executive Board may by motion, decide to leave the position vacant, **except for Table officer positions**, until the term is completed.

(March 10, 2016)

SECTION 13 – RECALL OF OFFICERS

(a) Members may recall any Officer of CUPE Local 21 in the following manner:

1. The recall process for **Executive Board Members** and/or Trustee is initiated by the submission of a petition signed by at least 500 members, or 40% of the membership, whichever is less.

Should the above threshold be met the recall vote shall take place at the next General membership or Special membership meeting.

(May 24, 2016)

2. **Each page of the petition must indicate the reasons for the recall and a statement that indicates the members who have signed it are in agreement with the recall proposal and the reasons for it. All signatories must be members in good standing.**

(March 10, 2016)

3. **The petition for recall must contain the member’s printed name, signature, work site, and bargaining unit.**

(March 10, 2016)

4. **The petition must be delivered to the Secretary-Treasurer within 14 days. If the Secretary-Treasurer is cited in the recall petition, the petition will be delivered to the President. If the President and the Secretary-Treasurer are cited in the recall petition, the petition may be delivered to any Officer of CUPE Local 21 not cited for recall in the petition.**

(March 10, 2016)

5. **Within seven (7) days of receipt of the recall petition, the officer(s) cited for recall will be notified in writing, with a copy of the petition.**

(March 10, 2016)

6. **Notification of the proposed recall of an officer or officers will be communicated to members through Unit Meetings and website immediately following the termination of the seven (7) day notice period.**
(March 10, 2016)
7. **The recall procedure will incorporate the procedure for nomination and election to fill vacancies, except that the officer or officers being recalled will not be required to vacate their office until the election has concluded.**
(March 10, 2016)
8. **Recall of Table officers and/or Trustees will be invoked if supported by a vote of two-thirds of the membership.**
(March 10, 2016)
9. **Recall of Unit Chair(s) will be invoked if supported by a vote of two-thirds of the members of the sector voting.**
(March 10, 2016)
10. **Recall of Executive at Large positions shall be voted on by the unit affected by two-thirds majority vote of that unit.**
(March 10, 2016)
11. **Recalled Officers will be prohibited from running for office for the remainder of the term of office from which they had been elected.**
(March 10, 2016)

SECTION 14 – FEES, DUES AND ASSESSMENTS

- (a) The funds of the Union shall be kept in “the General Fund” and “the Special Assessment Fund” and shall be administered as hereinafter provided.
- (b) The General Fund shall be kept on deposit in such chartered bank as the Union shall from time to time by resolution designate. All funds received by the Union shall be paid to the Secretary-Treasurer who shall deposit the same in the General Fund. All bills and accounts for the general purposes of the Union shall be paid out of the General Fund by cheque signed by the Secretary-Treasurer and the President, or by such other officers as the Union may designate.
- (c) **Initiation Fee**
 - i) **Payment of initiation fees is a tangible confirmation of the desire to become a member of your Local Union and the Canadian Union of Public Employees. Each application for membership in the Local Union will be directed to the Secretary-Treasurer and will be accompanied by an initiation and readmission fee for new permanent members of five (\$5.00) of which Two Dollars and Fifty Cents (\$2.50) shall be placed in the Funeral Benefits Fund and shall be in addition to monthly dues. The Secretary-Treasurer shall issue a receipt. If the application is rejected, the fee shall be returned.**

(Articles B.4.1 and B.8.2)
(March 10, 2016)

- ii) The initiation fee for new casual members shall be Two Dollars and Fifty Cents (\$2.50). It is understood that casual employees becoming permanent shall only be required to pay the Two Dollars and Fifty Cents (\$2.50) into the Funeral Benefits Fund.

(d) Monthly Dues

Membership Dues for members be Zero Point Eight Percent (0.8%) of regular earnings above the Canadian Union of Public Employees National Per Capita rate.

- i) The monthly dues shall be **1.65%** of **regular** wages.

(Article B.4.3)
(March 10, 2016)

- ii) When any member out of the scope of *Regina Outside City Workers', Local 21; City Hall Administrative Staff Union, Local 7; Amalgamated Transit Union, Local 588; and International Firefighters Union, Local 181,* performs duties which fall within the jurisdiction of *Regina Outside City Workers', Local 21* shall be assessed dues at a rate of **i) above** for each day or portion thereof and the employer shall submit these dues to the *Regina Outside City Workers', Local 21* within one (1) month of the occurrence.

(March 10, 2016)

(e) Amending Monthly Dues

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

(Article B.4.3)
(May 24, 2016)

(f) Assessments

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

(Article B.4.2)
(March 10, 2016)

- ii) Additional assessment for any purpose shall be made on Notice of Motion and supported by two-thirds majority of members present.
- iii) In addition to the regular Union dues, employees shall pay an assessment of One Dollar (\$1.00) per pay cheque into a Fightback Fund. This fund shall be utilized for municipal locals affiliated to the Saskatchewan Municipal Employees Steering Committee who are off the job in a strike or lockout situation. The amount to be donated shall be at the rate of Two Dollars (\$2.00) per member per month. Any other expenditure from this fund shall require approval from the membership at a regular meeting. The status of this fund shall form a portion of the Secretary-Treasurer's monthly report.

- iv) When the funds of the Union fall below the total amount of One Hundred Thousand Dollars (\$100,000.00) plus Four Hundred Dollars (\$400.00) for each member, based on the maximum total members in the previous year as shown in the "Regular Wages Report" provided by the City of Regina, for more than two (2) consecutive months, an additional assessment of One Point Five Percent (1.5%) shall be implemented. This additional assessment will stay in effect until the Union's total funds exceed the amount stated above for two (2) consecutive months.

If this assessment is in place for more than six (6) months, it will be brought forward at the next membership meeting to be voted on for it to be continued. If approved to be extended, it will be brought forward each six (6) months thereafter.

This Clause does not circumvent **Section 14 (g)**.

(March 10, 2016)

- (g) The Executive Board shall have the authority to implement dues increases to Five percent (5%) during any job action deemed necessary to settle the current contract.

(h) Funeral Benefit Fund

That Fifty Cents (\$ 0.50) per permanent member per month are placed in the Funeral Benefits Fund.

SECTION 15 – EXPENDITURES

(a) Payment of Local Union Funds

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

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

(Article B.4.4)
(March 10, 2016)

(b) Payment of Per Capita Tax and Affiliation Fees

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

(March 10, 2016)

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

In the case of a grant or a contribution to a member(s) or a cause(s) outside of CUPE greater than \$100, a notice of motion must be made at a regular membership meeting and then approved at the following regular or special membership meeting

before the grant or contribution can be paid out. The approval meeting must be no earlier than seven days after the meeting where notice of motion has been given. No Officer or member of Local 21 will be allowed to spend any Local Union funds without first having received authorization under Section 15 (a) of these bylaws.

(May 24, 2016)

SECTION 16 – SPECIAL RULES CONCERNING FUNDS

- (a) If in any case the amount or amounts fixed according to the foregoing clauses are insufficient to fully compensate an officer for actual expenditures incurred by such officer on necessary business of the Union, the Secretary-Treasurer shall, upon receiving a satisfactory statement of such expenditures supported by proper vouchers, pay to such officer the additional sum necessary to fully reimburse him for such expenditures.
- (b) All funds paid or disbursed as provided for in this Section shall be paid from the General Fund of the Union.
- (c) The President shall appoint members to the Social Committees of the Union may be charged with responsibility for arranging picnics, dances and Christmas parties for the members of the Union and invited guests.
- (d) All funds paid or disbursed as provided for in this Section shall be paid from the General Fund of the Union.

SECTION 17 – OUT-OF-POCKET EXPENSES

Local Union Officers and committee members shall be provided an out-of-pocket expense allowance as follows:

- | | | |
|---------------------|----------|-------------------|
| (a) Daily Per Diem: | \$45.00 | In-Town (Taxable) |
| | \$65.00 | In Province |
| | \$120.00 | Out of Province |

Note: In-Town per diem paid while attending conventions, conferences, schools, etc., when meals are provided (in the province) and that there shall be a ½ day per diem paid where applicable.

(March 10, 2016)

- (b) Honorariums – Monthly:

President	\$495.00 minus deductions
1 st Vice-President	\$495.00 minus deductions
Recording Secretary	\$495.00 minus deductions
Secretary-Treasurer	\$495.00 minus deductions
2 nd Vice-Presidents	\$495.00 minus deductions
Executives at Large	\$170.00 minus deductions

Honorariums – Yearly

Trustees	\$300.00 minus deductions	(March 10, 2016)
(c) Car Allowance:	\$0.52 per kilometer (with supporting documentation)	(March 10, 2016)
(d) Communication allowance - with proof of monthly phone bill		
Pres/RecSec/Sec-Treas/Vice-Presidents/OC	\$75.00	
Executive at Large	\$50.00	(March 10, 2016)

SECTION 18 – EMPLOYMENT OF STAFF

The Local Union may employ such staff as it considers necessary. The terms and conditions of employment pertaining to each person proposed for employment shall be fully and clearly stated in a resolution passed at an executive board meeting.

(March 10, 2016)

SECTION 19 – DELEGATES TO CONFERENCES, CONVENTIONS AND EDUCATIONALS

- (a) Except for the President's option [Section 10(a)], all delegates to conventions, conferences, and educationals shall be chosen by the Executive Board (50%) and 50% elected at membership meetings.
(March 10, 2016)
- (b) Delegates to the Regina District Labour Council shall be elected annually. A member responsible for reporting back to the Local Union membership shall be appointed by the President from among these delegates, and the member appointed shall report at each Local Union membership on proceedings at recent meetings of the Council. The Local Union will reimburse the member's employer for any loss of wages.
(March 10, 2016)
- (c) All delegates attending conventions, conferences, or educationals held outside the City of Regina shall be paid transportation expenses (at economy, tourist or coach rates as well as taxi fares to and from the airport with receipts) as determined by the Secretary-Treasurer, and a per diem allowance of sixty-five (\$65.00) dollars for meals and expenses. The Local Union will reimburse the member's employer for any loss of wages.
(March 10, 2016)
- (d) Delegates to conventions, conferences, and educationals held locally shall have no travel allowance. There shall be a per diem allowance of forty-five (\$45.00) dollars for meals and expenses incurred by attendance at the convention, conference or educational. The Local Union will reimburse the member's employer for any loss of wages.
(March 10, 2016)
- (e) Delegates to conventions, conferences, and educationals held outside the province of Saskatchewan shall be paid a per diem allowance of one-hundred and twenty (\$120.00) dollars for meals and expenses incurred by attendance at

the convention, conference or educational. The Local Union will reimburse the member's employer for any loss of wages.

(March 10, 2016)

- (f) Local 21 will provide members with their per diem allowance prior to their attending the convention, conference, or educational.
(March 10, 2016)
- (g) Local 21 encourages the participation of women and all equity-seeking groups in their delegation to conventions, conferences, and educationals.
(March 10, 2016)
- (h) Delegates shall represent the interests of the Union and shall report at the meetings of the Union. **Any member(s) who have attended courses, conferences and educationals must submit a brief report to the members (250-500 words) outlining the materials covered or actions taken at the course, conference or educational workshop. The report should also outline areas where the member would be able to share skills or materials with others in the Local. Failure to submit a report will mean that the member will not be eligible for future courses, conferences and educationals for one year. Such reports will be collected and held by the Recording Secretary. Delegates that do not attend conferences, convention or educationals shall not be reimbursed for expenses and will have to refund any amounts that were distributed prior to the event including accommodation expenses. The local also encourages new participants to attend the above.**
(March 10, 2016)

SECTION 20 - COMMITTEES

(a) Special Committees

All requests must come through the President of the Union. All special committees are subject to the 2/3 approval vote of the Executive Board present.

Special committees shall be created, if necessary, for a limited period of time to act on certain matters and continue to exist until their final reports/recommendations are submitted, unless discharged by a 2/3 vote of the Executive Board present. When a special committee is to be created, the request to do so must include the reason and method by which the committee is to be selected, and when it shall report.

The committee shall consist of no less than three (3) members. One (1) Executive Board officer to serve as Chairperson, two (2) other committee members shall be selected consisting of one (1) Executive Board officer and one (1) active member of the Union in good standing.

The Committee will be free to seek input/advice from any source deemed appropriate. This could include but not be limited to CUPE Saskatchewan or National servicing staff and the Union Executive Board.

(May 24, 2016)

1. **Negotiating Committee**

This will be a special committee established at least six (6) months prior to the expiry of the Local Union's collective agreement and automatically disbanded when a new collective agreement has been signed. The function of the committee is to prepare collective bargaining proposals and to negotiate a collective agreement for each bargaining group (EPCOR employees and Regina Outside Workers' employees).

(May 24, 2016)

i. **Outside City Workers' Negotiation Committee**

The committee shall consist of up to eight (8) members, the Local 21 President, 1st Vice-President, both 2nd Vice-Presidents (Grievance Chairs), Recording Secretary, Secretary-Treasurer and other additional members selected by the President. The National Representative assigned to the Local Union shall be a non-voting member of the committee.

(May 24, 2016)

ii. **EPCOR Negotiation Committee**

The committee shall consist of up to five (5) members, the Local 21 President, Recording Secretary and one member from each of the three departments (Operators, Laboratory Services and Maintenance). The National Representative assigned to the Local Union 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. The Negotiation Committee members shall be elected by and from the membership of the EPCOR bargaining unit.

(May 24, 2016)

All Negotiation Committee members shall attend Level 1 and Level 2 of CUPE's collective bargaining union education course.

(May 24, 2016)

2. All grievances submitted to the Union shall be dealt with by the Executive Board as required by the terms of any Collective Bargaining Agreement then applicable.
3. Special committees may be set up by the Union when considered necessary.
4. No one shall be eligible to act on any committee who has not been a member in good standing for at least one year.

SECTION 21 – COMPLAINTS AND TRIALS

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

(Articles B.11.1 to B.11.5)

(March 10, 2016)

The Union will have the ability to assess or fine any member who has been proven guilty, through the *Canadian Union of Public Employees* Constitution's Trial Procedure, to have worked for the employer while the Union/members(s) are on strike. In addition, the fine will not exceed the net earnings of that/those employee(s) earned during that strike. This will be done in accordance with ***The Saskatchewan Employment Act 2014***.

(March 10, 2016)

SECTION 22 – RULES OF ORDER

1. The President, or in his absence, the First Vice-President, shall take the chair at the time specified for regular meetings and special meetings. In the absence of said officers, a president pro tempore shall be chosen by the members present.
2. The presiding officers shall state every question coming before the Union before allowing debate thereon, and immediately before putting it to a vote shall ask, "Is the meeting ready for the question?" Should no member rise to speak and the meeting indicates their readiness, he shall put the question. After doing so, no members shall be permitted to speak upon it.
3. Any member wishing to make a statement or ask a question shall rise and address the presiding officer. He will confine himself to the question under discussion and avoid personalities. If two or more members rise to speak together, the presiding officer shall decide which one shall speak first.
4. If in the opinion of the presiding officers, any member of the Union disrupts the proceedings of the meeting, the presiding officer shall call a vote of the members present to determine the disciplinary action to be taken against the said member.
5. When the decision of the chair is appealed from, the presiding officer shall state his decision and the reason therefore from the chair. The party appealing shall then state the reasons for the appeal, after which without further debate, the question shall be put thus: "Shall the decision of the chair stand as the judgement of the Union."
6. No motion shall be debated or open for discussion until the same has been seconded and put to the meeting by the presiding officer.
7. Every member present may vote on all questions, and all questions, unless otherwise provided for, shall be decided by a majority vote. (May 1, 2007)
8. Voting on all questions shall be by show of hands except when a standing vote is called for by any member.
9. No member shall interrupt another member while speaking unless to rise to a point of order.

10. Any member while speaking being called to order by another, shall, at the request of the presiding officer, cease speaking be seated until the question of order is determined.
11. No members shall speak more than once on the same question until all the members wishing to speak shall have had an opportunity to do so, nor more than twice without the permission of the presiding officer nor more than ten minutes at one time.
12. A motion may be reconsidered provided the mover of the motion to reconsider voted with majority, and notice of motion is given for consideration at the next membership meeting. The motion of reconsideration shall require two-thirds (2/3) of the members in attendance to be carried. (May 1, 2007)
13. All rules and other proceedings in debate not herein provided for shall be guided by "Bourinot's Rules of Order."

SECTION 23 – AMENDMENTS

This constitution and Bylaws can be amended as follows: any three members may, over their signatures, present to the Union at any regular meeting any amendment or alteration to this Constitution and Bylaws and after having been read at one regular meeting of the Union shall lay over to the next regular meeting. If at such subsequent meeting the amendment or alteration is supported by the votes of at least two-thirds of the members present, such amendment or such alteration shall thereupon be adopted and shall, unless otherwise stated therein, have immediate force and effect; provided however, that where such amendment or alteration requires approval of the Canadian Union of Public Employees or any Committee or officer thereof, it shall have force and effect from the date of such approval.

(Articles 13.3 and B.5.1)

SECTION 24 – PRINTING AND DISTRIBUTION OF BYLAWS

Members will receive a copy of Local 21 bylaws, either in paper format or via the Local Union website at www.local21.ca. Members requesting a copy of these bylaws will be provided a copy in English when requested. Members with special needs may request a copy of the bylaws in larger font.

(March 10, 2016)

Appendix A -- CUPE NATIONAL EQUALITY STATEMENT

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

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

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

(March 10, 2016)

REMINDERS FOR MEMBERS

Notify the Secretary-Treasurer when you change your address.

Remember that you are a part of the Union and do your share in making it one hundred per cent efficient.

If unable to attend the meetings notify your executive member.

Support Union labour by buying Union products whenever possible.

Attend the meetings, that is the place to do the talking, not on the job.

Remember that as a member of this Union you can take advantage of what is offered through the

CREDIT UNION
GROUP LIFE INSURANCE
FUNERAL BENEFIT FUND

You can get all the information on these from any of your executive members.

Remember that the Grievance Procedure is there for your protection. Report all grievances immediately to a member of the Executive Board.

DS/GM/meg:cope491/DS/vc-May 2016