

# BYLAWS



**Canadian Union of Public Employees  
Local No. 5791  
(University Employees' Union)**

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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.

The following Bylaws are adopted by the Local pursuant to, and to supplement, Appendix "B" of the CUPE Constitution, to safeguard the rights of all members, to provide for responsible administration of the Local, and to involve as many members as possible through the sharing of duties and responsibilities.

## **ARTICLE 1 – NAME**

- 1.1 The name of the local shall be University's Employees' Union, Canadian Union of Public Employees, Local No. 5791.

## **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 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; and,
- 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 Constitution, which should be read in conjunction with these Bylaws.
- 3.2 National Office refers to CUPE **National** headquarters, Ottawa, and the abbreviation "CUPE" is always used with a national connotation, unless stated otherwise.
- 3.3 Constitution, wherever mentioned, shall refer to the most recent National Constitution of the Canadian Union of Public Employees.
- 3.4 Bylaws, wherever mentioned, shall refer to the most recent Bylaws of the Canadian Union of Public Employees Local No. 5791.
- 3.5 Collective agreement, wherever mentioned, shall refer to the most recent bargaining agreement between the Canadian Union of Public Employees' Local No. 5791 and the Employers.
- 3.6 Officers or 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 The Local shall mean the area(s) represented by the following: Those members **employed by the University of Regina, First Nations University of Canada, and MacKenzie Art Gallery. For purposes of these bylaws, University of Regina Post Doctoral Fellows/Research Assistants are included in University of Regina unless specifically mentioned.**
- 3.9 Labour movement is defined as any labour organization, to which the Locals are affiliated, including CUPE Saskatchewan Division, Canadian Labour Congress, Saskatchewan Federation of Labour, **Regina and** District Labour Councils and any cause or organization approved by these groups.
- 3.10 Majority equals fifty percent plus one 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 Eligible workers shall be admitted to membership in the Union upon signing an application form as required by the Union and paying dues as determined by the Union, as **prescribed** herein under Article 10.
- 4.3 New members shall be provided with a Local 5791 orientation package **when the union office or executive member is notified**.
- 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 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 **any person who has completed an application and is accepted by the membership 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 on a semester basis, second week of those months, January, April, September and November. November **meeting be for electing members of the** of Executive. If the regular meeting date has been changed, the Executive Board shall give at least one week's notice of the change in the date of the regular meeting. **Membership meetings may be held virtually or in person and will be specified on the meeting notice which format the meeting will be held. It is the responsibility of the member to ensure the availability of required technology to attend virtual meetings.**
- 5.2 Special membership meetings 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) days when so ordered or requested and shall see that all members receive at least forty-eight 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 shall be thirty (30) members including at least two (2) Executive members.
- 5.4 The suggested order of business at regular membership meetings is as follows:

1. **Acknowledgement of Indigenous Territory**
2. **Reading of Equality Statement (Appendix “F”)**
3. **Roll Call of Officers**
4. **Voting on New Members and Initiation (Reading of New Members List)**
5. **Reading and Approval of minutes of previous meeting**
6. Matters arising out of the minutes
7. **Secretary-Treasurer’s Report**
8. **Communications and Bills**
9. Executive Board **Report and** Recommendations
10. Reports of Committees and Delegates
11. Nominations, Elections, or Installations
12. Unfinished Business
13. New Business
14. Members Concerns
15. Good of the Union
16. Adjournment

- 5.5 Area Meetings: It is suggested that Executive Members at Large hold one meeting in the spring **in the month of** March and one in the fall, **in the month of** October within their area. In the event that more meetings are required, the Executive Members at Large will be authorized to hold those meetings **and will determine if the meeting is held virtually or in person.** The Executive Member at Large and one (1) table officer will be required to attend. Issues arising at area meetings will be forwarded to the Executive Board for action **inclusive of the election or re-election of the Executive Member at Large.** Any actions taken by the Executive Board will be reported back to the area by the Member at Large. The suggested agenda for the area meeting will be as follows:

1. **Acknowledgement of Indigenous Territory**
2. Reading of Equality Statement
3. Executive Board Report **(if required)**
4. Nomination of Executive Member at Large and Shop Steward
5. New Business
6. Members Concerns

Quorum for Mackenzie Art Gallery, **Post-Doctoral Fellows/Researchers** and First Nations University of Canada shall be ten per cent (10%) of the total members employed in those areas when dealing with issues arising from their Collective Agreements and elections of their Executive Members at Large and Shop Stewards.

**Post-Doctoral Fellows/Researchers and First Nations University of Canada** will nominate their Executive Member(s) at Large and Shop Steward(s) at a meeting prior to the November Annual General Meetings **at the University of Regina** and bring those names forward for election at that Annual Meeting. Nominations for

Executive Member(s) at Large and Shop Steward(s) will still be taken from the floor at that meeting.

**MacKenzie Art Gallery will take nominations for their Executive Member(s) at Large and Shop Steward(s) from the floor at their spring area meeting at the MacKenzie Art Gallery and bring those names forward for election at that meeting. Notice will be provided to all voting MacKenzie Art Gallery members at least one month prior to the vote.**

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

- 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 B.8.3. Any member who violates this provision may be disciplined in accordance with the 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, 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 – EXECUTIVE OFFICERS**

- 7.1 The Executive Officers 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.
- 7.2 All Executive Officers shall be elected from the membership at large, with nominations of members from the following areas for the positions of Executive Member at Large.

Applied Scientific Services	1 Executive-at-Large
Trade Services/Security Services	1 Executive-at-Large
Custodial Services	1 Executive-at-Large
Operational Services	4 Executive-at-Large
Library	1 Executive-at-Large
College Avenue	1 Executive-at-Large



Mackenzie Art Gallery	1 Executive-at-Large
First Nations University of Canada	1 Executive-at-Large
<b>Post-Doctoral Fellows/Researchers</b>	<b>1 Executive-at-Large</b>

- 7.3 All Officers shall be elected by the membership in accordance with the procedures of the Local. (Article B.2.3 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 position on the Executive Board with the exception of the Grievance Chair, which may be held by an Executive member.
- 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 Executive Officers, except Trustees, Sergeant at Arms and Grievance Chair. (Article B.2.2 of the CUPE National Constitution).
- 8.2 The Executive Board shall meet at least **eight (8) times a year before the regular membership meetings**. (Article B.3.14 of the CUPE National Constitution). In addition, **the Executive Board shall hold** an annual think tank to review and set goals of the Local **which** will occur after the installation of the new Executive. **The Executive Board may meet virtually or in person.**
- 8.3 **A quorum of the Executive Board is more than fifty per cent (50%) of all filled Executive Board 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.
- 8.5 The Executive Board shall have a discretionary fund of **five hundred** dollars (**\$500.00**) per month.
- 8.6 The Executive Board shall do the work delegated to it by the Local and shall be held responsible for the proper and effective functioning of all committees

- 8.7 All charges against members or Officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution (Articles B.11.1 and **Appendix F** of the CUPE National Constitution).
- 8.8 All Executive Board members shall function as Shop Stewards.
- 8.9 **The Secretary-Treasurer and all other signing officers of a Local 5791 must be bonded for an amount approved by the National Secretary-Treasurer through the master bond held by the National Office. The National Secretary-Treasurer will approve the amount of the bond for any position as set out in Article 8.3(k) of the National Constitution. If the Secretary-Treasurer does not qualify for a bond, the Secretary-Treasurer will be immediately removed from office and a replacement will be elected. (Article B.3.5)**

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

9.1 The **President** shall:

- a) With the support of the Executive Board, enforce the CUPE Constitution and these Bylaws.
- b) **Chair** all membership and Executive Board meetings and preserve order.
- c) Be the contact person for all issues pertaining to the Mackenzie Art Gallery, **First Nations University and the Post-Doctoral Fellows/Researcher Assistants that the relevant Executive Member at Large requests.**
- d) Decide all questions of order and procedure (subject always to appeal to the membership).
- e) Have a vote on all matters (except appeals against the Presidents rulings) and in case of the vote in any matters including elections.
- f) Advise, assist, **guide** and **mentor other** Executive Board members and ensure that all Officers perform their assigned duties.
- g) Fill committee vacancies with approval of the Executive Board where elections are not provided for.
- h) **Shall be one of the officers with signatory authority to co-sign cheques and will ensure that the Local's funds are used only as authorized or directed by the Constitution, Bylaws, or vote of the membership.**

- i) Attend as a delegate to CUPE National Convention and **conventions of** other organizations **for which this local is affiliated. In the event** the President is unable to attend then a designate will attend.
- j) **Shall** function as the Chief Executive Officer of the Local, and shall **supervise** the affairs of the Local.
- k) Be signatory to all official documents except where otherwise assigned and shall be a co-signatory for all orders on the Treasury.
- l) Co-operate 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.
- m) Supervise the Local Office, direct the **Executive Board member's** work.
- n) Liaise with political and administrative representatives of their respective employers and the government **as required in the best interest of the local.**
- o) Assist in preparing contract demands and be a full member of the negotiations 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 Board in understanding and interpreting current labour legislation and policies, react appropriately to proposed legislative changes.
- r) Consult with CUPE Staff and National and Provincial Offices on matters affecting Local 5791.
- s) Consult and work with coalitions, other Unions, media and various community groups as required to further Union policies and programs.
- t) Promote a good image of CUPE Local 5791 in all matters related to the Local.
- u) Provide leadership and make recommendations to membership, Executive Board and staff.
- v) Perform other duties assigned by the Executive Board and membership on an as required basis.
- w) Review and approve all meeting agendas, newsletter and other materials prior to them being circulated.

- x) **Shall** be provided with the necessary equipment, i.e. a cellular phone and a laptop computer **to facilitate the president in the performance of** the duties of the position.
- y) Is on Leave of Absence and remains whole as per the MOA with the University of Regina **for the duration of their term in office.**
- z) **May act as ex-officio member on all standing committees.**
- aa) On termination of office, surrender all books 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 shall be accorded all rights, privileges and responsibilities of the President.
- b) If the office of President falls vacant, be Acting President until a new President is elected.
- c) Tender 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 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; and,
- h) Present motions at the monthly General Membership meetings as recommended by the Executive Board.

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; and,
- g) On termination of office, surrender all books and other properties of the Local to their successor.

9.4 The **Secretary-Treasurer** shall:

- a) Receive all revenue, dues, and assessments, keeping a record of each member's payments, 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 the Canadian Union of Public Employees, on the official monthly report forms provided, not later than the 15th day of each month, all financial obligations owing to the Canadian Union of Public Employees.
- d) Prepare an annual budget which will include an expense breakdown for approval by the general membership after the annual Executive think tank.
- e) Make a **written** financial report to the Local **Executive** monthly **and at each regular membership meeting, and be responsible for ,detailing all income and expenditures for the period, 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.**
- f) Record all financial transactions in a manner acceptable to the Board and in accordance with good accounting practices
- g) Make all books available for inspection by the auditors and/or Trustees on reasonable notice,. **Ensure the books are audited at least once each calendar year within a reasonable time, and respond in writing to any recommendations and concerns raised by the trustees.**
- h) Provide the Trustees with any information they may need to complete the audit report forms supplied by CUPE.
- i) Co-sign all cheques and ensure that the Local's funds are used only as authorized or directed by the **CUPE** Constitution, **Local** Bylaws, or vote of the membership. **In consultation with the Executive Board, designate a signing officer during prolonged absences.**

- j) Maintain the CUPE 5791, University of Regina Employees strike fund.
- k) Be a member of the Local office Labour Relations Committee.
- l) Be a member of the CUPE 5791 Scholarship Committee.
- m) Shall be allowed up to eight (8) days per month with pay as required to perform the duties of the office.
- n) Attend CUPE financial training and any other trainings deemed necessary by the Board.**
- o) Shall perform any necessary office duties in the absence of the office staff; and,
- p)** At the end of his/her term 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.

9.5 The **Recording Secretary** shall:

- a) Keep full, impartial and accurate account of the proceedings of all regular or special Membership and Executive Board meetings. These records must also include a copy of the full financial report (Executive Board meetings) and the written financial report (Membership meetings) presented by the Secretary-Treasurer. The record will also include Trustee reports.
- b) Record all alterations in the Bylaws.
- c) Fulfill secretarial duties as directed by the Board:
- d) Shall be allowed up to four (4) days per month with pay as required to perform the duties of the office.
- e) Keep and maintain good standing list.
- f) Number all motions and keep a major motions binder; and,
- g) On termination of office, surrender all books and other properties of the Local to their successor.

9.6 The **Executive Members at Large** shall:

- a) Be a member of the Local 5791 Executive Board.
- b) **Are a Shop Steward** ~~R~~representing their area (as per 7.2) 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, **requesting assistance/guidance from the President as needed.**
- f) Attend classes in Union education wherever possible.
- g) Attend all Executive Board meetings.
- h) Arrange and chair all Area Meetings (as per 7.2) and report back to the Executive Board with any recommendations decided at the area meetings.
- i) Report back to the area meetings the actions taken by the Executive Board as a result of any recommendations from the area meetings.
- j) Investigate and resolve member problems where possible and refer any grievance matters to the Grievance Committee.
- k) **If there is more than one (1) Executive Member at Large for an area (for example, clerical) meet/communicate with the other Members at Large .**
- l) Hold shop steward elections in their areas as required; and,
- m) On termination of office, surrender all books and other properties of the Local to their successor.

9.7 The Shop **Stewards** shall:

- a) Assist the Members at Large in the performance of their duties.
- b) Assist in defining, detecting, preparing and presenting grievances in 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 Board and from the Executive Board 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 the members to provide ongoing Union awareness and education; and,
- f) Upon election of office the Shop Steward shall 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 and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary and the Standing Committees **at least once a year.**
- b) **Make a written report of their findings to be the first membership meeting following the completion of each audit.**
- c) **Submit in writing to the President and Secretary-Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local's Union's funds, records and accounts are being maintained by the Secretary-Treasurer in an organized, correct and proper manner.**
- d) Be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization.
- e) Ensure that proper financial reports are made to the membership.
- f) Audit the record of attendance.
- g) Inspect at least once a year any stocks, bonds, securities, office furniture and equipment, titles or deeds to property that may at any time be owned by the Local and report their findings to the membership.
- h) Use audit forms supplied by the National Office and send a copy of the annual audit to the National Secretary-Treasurer in accordance with the provisions of the CUPE Constitution (Articles B.3.10 to B.3.12 of the CUPE National Constitution); and,
- i) Be a member of the Election Committee, as long as no current Trustee is a candidate for election.



**j) Attend CUPE financial training.**

**9.9 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 such other duties as may be assigned by the Executive Board; and,
- e) Notify alternate for assistance as required.

**9.10 Chairpersons of Standing Committees** shall:

- a) Perform the duties of their committees **to the best of their abilities**; and,
- b) Make regular reports to the Executive Board.

**9.11 Past President** shall:

- a) At the request of the Executive Board and upon the Past President's agreement, be a member of the Executive Board for a period not to exceed a one (1) year term.

## **ARTICLE 10 - DUES AND ASSESSMENTS**

**10.1 Monthly Dues**

The monthly dues shall be 1.5% of regular earnings of pay.

**10.2** Changes in the monthly dues can be effected only by following the procedure for amendment of these Bylaws (see Article 19), with the additional provision that the vote must be by secret ballot. (Article B.4.3 of the CUPE National Constitution).

**10.3** 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.

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

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

- 10.6 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.

## **ARTICLE 11 – INDEMNITY CLAUSE**

CUPE Local 5791 shall pay the cost of:

- 11.1 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; and/or,
- 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.

## **ARTICLE 12 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS AND COMMITTEE MEMBERS**

### **12.1 Nominations**

- a) To be eligible for nomination for all Executive Board positions a member must be a member in good standing. **(Article B.2.1)**
- b) **Nominations for the regular election of officers shall take place at the regular meeting held in October of each year. Nominations will be accepted from members in attendance at the nomination meeting or from those members who have submitted and allowed their name to be filed in writing. All candidates for office will be given an opportunity to express their platform for a maximum of three (3) minutes at the close of nominations at the October membership meeting.**
- c) **All members in good standing can run for more than one position.**
- d) **The regular election of officers shall take place the week prior to the regular meeting held in November each year.**
- e) **Any officers elected at the regular meeting held in November of each year shall take over their duties on the first day of January following their election.**

## 12.2 Elections

The Election Committee shall consist of **three (3) members of the local who are neither officers nor candidates for office. The Executive Board shall appoint the committee subject to approval of the membership.**

**The Committee will decide who will act as the A Returning Officer and the other two (2) shall act as assistant(s). In the event one or more is a candidate, the Executive Board will appoint alternates.**

The Elections shall be conducted in accordance with the election rules outlined below:

### 1. RULES FOR CANDIDATES CAMPAIGN:

- a) **Candidates shall have the opportunity and** must be ready and able to give a presentation or written submission outlining their intention and qualifications **at the October membership meeting.**

### 2. RULES FOR ELECTION COMMITTEE:

The Election Committee shall have full responsibility for voting arrangements for all elections and major votes.

- 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) No member of the Election Committee is allowed to stand as a candidate for office or suggest who to vote for.
- e) If any questions arise regarding the voting, they shall be directed to the CUPE National Servicing Representative.
- f) In order to make possible their direction of the vote, the Election Committee should obtain Union leave of absence from work.
- g) The Committee shall determine the form of the ballot, **either by electronic vote or by paper ballot**, and **if by paper** ensure that sufficient quantities are made available in good time to the Returning

Officer. **The election notice or notice of motion will specify what voting platform will be used and will ensure the secrecy and integrity of the vote is maintained.**

- h) The Returning Officer shall be responsible for issuing, collecting, and counting **paper** ballots. The Returning Officer must be fair and impartial and see that all arrangements are unquestionably democratic.
- i)
  - a. The vote shall be by secret ballot **and the Election Committee will determine the date and time that voting occurs in the week prior to the November membership meeting.**
  - b. All elections will be decided by a majority of votes cast. In case of a tie vote,
  - c. **The results of the vote shall be announced at the November membership meeting.**
- j) 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.
- k) **In the event of a tie vote, a second and subsequent ballot(s) will be taken, if necessary, until a candidate receives a majority of votes cast and can be declared elected. In the event the tie vote persists, subsequent ballots may be deferred to the next membership meeting.**

### 12.3 Installation and Term of Office

1. All duly elected Officers shall be installed at the General Membership meeting held in November.
2. The President, Second-Vice President and Recording-Secretary shall be elected in even years for a two (2) year term.
3. The First Vice-President and Secretary-Treasurer shall be elected in odd years for a two (2) year terms.
4. Executive Members at Large, outlined in Article 7.2 shall be elected for a **two (2) year term.**
5. Officers shall take office effective January 1<sup>st</sup>, and shall continue in office for the duration of their elected term or until a successor has been elected and installed **provided, however, that no term of office shall be less than one (1) year and no longer than three (3) years.**

6. The Trustees shall be elected so that the terms of office for the Trustees shall be one (1) shall serve for a period of three (3) years, one (1) for two (2) years and one (1) for one (1) year. Each year 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. (Article B.2.4 of the CUPE National Constitution).
7. Shop Stewards shall be selected for a **two (2)** year term by the membership from the area they represent as deemed necessary by the Executive Board.
8. **Sergeant of Arms shall be elected for a two (2) year term by the members**

#### 12.4 By-Elections

Should an office fall vacant **for any reason**, the resulting by-election should be conducted as closely as possible in conformity with this **section**. **The term of office for any position filled through a by-election will be the term that the vacated position was initially elected to fulfill.** At least one week's notice of the by-election stating the office and the reason for the vacancy shall be given to all members of the Local affected. Vacancies occurring in the period October-December inclusive may be filled by membership approval for a term of more than twelve months.

### ARTICLE 13 – DELEGATE SELECTION

- 13.1 Elections of delegates to the following conventions of labour bodies to which the Local is affiliated (along with the convention of CUPE National) shall be announced on the agenda of general membership meetings, except as provided for in Article 9.1(i):
  - a) Canadian Labour Congress (CLC)
  - b) Saskatchewan Federation of Labour (SFL)
  - c) CUPE Saskatchewan Division
  - d) Regina & District Labour Council (RDLC)
- 13.2 If the membership fails to elect delegates to these conventions due to lack of quorum, then, the Executive Board shall, following the last regularly scheduled membership meeting prior to the convention, may elect up to the maximum number of delegates according to the constitution of the sponsoring labour body from a list of members in good standing who have indicated in writing their willingness to stand for nomination as delegates.

## ARTICLE 14 – DELEGATE REIMBURSEMENT OF EXPENSES

14.1 For all delegates to conventions, conferences, committee meetings, seminars and schools and attending to business representing CUPE 5791 the Local shall pay:

- a) The cost of registration.
- b) Transportation expenses to and from the destination. The most economical method of transportation should be used (economy, tourist or coach rates). When the members' vehicles are used the car allowance shall be paid based on the current University of Regina mileage rate per kilometer. When mileage is being paid, except for reasonable circumstances, delegates must ride together. Reasonable (where possible with receipts) parking costs will also be reimbursed.
- c) Accommodations as required. The most economical accommodations should be used within reason. Accommodations shall be shared whenever possible. Where possible, accommodations will be pre-booked and billed directly to the Local.
- d) Any lost wages as a result of attendance will be paid directly to the employer upon billing; and,
- e) A per diem allowance for meals when not supplied and incidentals as follows:

Meal supplement as required in province:

**In town.....\$40.00**  
**Out of town.....\$60.00**

Or

Meal supplement as required out of province: **\$90.00**

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

14.3 CUPE Local 5791 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 5791. Family care expenses will not be paid to a parent or guardian of a child.

Delegates will be reimbursed to a maximum of \$50.00 per day per family upon submission of receipts and an expense form. The form must be signed by two 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.

- 14.4 The Executive Board will accept recommendations from the Education Committee about attendance at educationals subject to approval by the membership. Their recommendations may include stipulations such as the numbers to attend, the classes, new members, etc.
- 14.5 All members interested in attending educationals and seminars must be elected by the general membership. If all positions are not filled or a vacancy occurs, the Executive Board will appoint representatives. Members who are interested in attending should advise the Executive Board in writing.
- 14.6 Any other reasonable receipted expenses shall be reimbursed by the Local **upon approval of the Executive Board.**
- 14.7 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 15 – COMMITTEES

### 15.1 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. Prior to Negotiations, the Committee will seek items of proposals from the Membership.
- c) The Committee shall consist of two (2) members and an alternate, all elected at a membership meeting, and the President. The alternate will be called upon only when one of the (3) standing members is absent.
- d) The CUPE Representative(s) 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.

- e) 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.
- f) Advisors to the Negotiating Committee shall be selected as deemed necessary by the Committee to provide the necessary expertise at the bargaining table.

#### 15.2 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) 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.

#### 15.3 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.

#### 15.4 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 members of the Board may sit on any special Committee as ex-officio members.



1. Grievance Committee
  2. Education Committee
  3. Good and Welfare Committee
  4. Social Committee
  5. Health and Safety Committee
  6. Scholarship Committee
  7. Pension and Benefits Committee
  8. Joint Appeals Committee
- d) 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.

#### 15.5 Grievance Committee

- a) The Committee shall be comprised of up to ten (10) volunteer members appointed by the Executive Board and approved by the steward body. The selection of the Grievance Committee should, as reasonable 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, and the membership.
- d) Grievances must be in writing on the forms provided as provided for in the Collective Agreement.
- 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 Executive Board shall have final decision-making on grievance disposition and whether it proceeds to arbitration or not.
- g) If the Executive Board decides not to proceed with the grievance, the grievor shall have an opportunity to attend a general membership meeting for reconsideration.

#### 15.6 Appeal Committee

**This committee shall be comprised of three (3) members in good standing to be selected from the Local 5791 membership. If the decision is not to proceed, the grievor(s) shall be notified by registered mail and provided an**

**opportunity to appeal to the Appeal Committee prior to the decision being final.**

**Any union member who believes they have a grievance and submits same in writing and such grievance is not processed by the Grievance Committee. OR any grievance which is terminated at any stage of the Grievance procedure without the consent of the grievor:**

- 1. The grievor shall have the right to appeal such decision within ten (10) calendar days, in writing to the Local Executive Board from the time that they were notified of said decision by registered mail.**
- 2. A special meeting shall be convened of the Appeal Committee where the grievor or designate may present their grievance. The grievor or their designate must be a member in good standing of the local.**
- 3. To ensure that a grievance is not lost due to time limits the chairperson/designate of the Grievance Committee or the President/delegate shall either initiate a grievance or secure an extension of the time limits until the appeal process has been settled.**
- 4. In either step of the Appeal Procedure, the Grievance Committee or President will clarify its position as to why the grievance was denied or terminated. All grievances, whether processed or terminated, shall be reported to the general membership by the Grievance Committee.**
- 5. After due process and consideration, the decision of the Appeal Committee shall be final and not subject to further appeal; and all circumstances, the local, not the grievor, has authority regarding the handling of the grievance.**

#### **15.7 Education Committee and Public Relations Committee**

- a) The 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 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 educationals 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; and,
3. Co-operate with the Education and Union Development Departments CUPE, and the regional Education Representative, in implementing both the Local's and CUPE's educational programs and policies;

#### 15.8 Good and Welfare Committee

- a) The 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 Secretary from among its members.
- c) It shall be the duty of this Committee to:
  1. Be responsible for such activities with the Local that affect the of the membership (flowers and donations for illness or death of a member or his/her immediate family member).
  2. Direct Union counselors as may be established and assigned to it by the Membership or Executive Board;
  3. Assist members in obtaining aid externally to deal with social problems or specific economic needs.
  4. The Executive Board is responsible for setting a limit on any donations; and,
  5. Keep confidential all matters except with written approval of the member.

#### 15.9 Social Committee

- a) The 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 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.

- d) The Committee shall submit reports and proposals to the Executive Board or to the membership as required.

#### 15.10 Health and Safety Committee

- a) Members of the Committee shall be appointed by the Executive Board and shall consist of the elected Co-chairs from the Joint Health and Safety Committees and the Local site Committees.
- b) The Committee shall meet on a regular basis as agreed to by the Committee members.
- c) It shall be the duty of this Committee to:
  - 1. Monitor compliance with the Health and Safety Act and Regulations and report on the same to the membership.
  - 2. Coordinate and assist the members of Local 5791 in their role on Joint Statutory Committees.
  - 3. Inform members of Local 5791 on current health and safety issues.
- d) This Committee will operate under the Joint Health and Safety Committee statutory regulations and terms of reference.

#### 15.11 Scholarship Committee

- a) The Committee shall consist of three (3) elected members.
- b) It shall be the duty of this Committee to:
  - 1. Administer the CUPE 5791 Scholarship Award in accordance with the guidelines attached to these Bylaws as Appendix "E".
  - 2. The Committee's mandate for each semester is to select essay topics, determine deadline dates, advertise the scholarship, select winning applicant, notify all applicants, arrange for presentation of awards, and submit winning essays for publication on the web site and /or selected circulations.
  - 3. If at any time a member of the Committee is deemed to have a conflict of interest, that member will excuse him/herself from the Committee discussions and refrain from voting on the issue.

4. Written notice to recipients of awards, and all other applicants, will be done at the direction of the Chair of the Scholarship Committee.

#### 15.12 Pension and Benefits Committee

##### PENSION

##### DUTIES

1. The responsibilities of the Pension Committee shall pertain to the terms and administration of the combined assets of the NABC (Non-Academic Benefits Committee) and the AABC (Academic and Administrative Benefits Committee) of the University of Regina. The combined assets constitute a single master trust for investment purposes. Each plan holds units being proportional to the total assets of each plan.
2. To promote awareness and understanding of investments among members.
3. To monitor investment performance of funds and money manager(s).
4. To receive and review periodical financial and administrative reports.
5. To keep and maintain minutes/information of the meetings.
6. To assure correctness of the meetings.
7. To vote on the issues arising at the meetings.
8. To report back information to the membership.
9. Any Issues directly related to major changes in the plan due to lack of funding or issues of formulas shall be matters that need to be voted on at a General membership meeting.
10. Act in good faith and in the best interests of the members, inactive members and any other individuals entitled to benefits pursuant to the plan.
11. To make sure that the Administrators of the plan are acting in the best interest for the members.

##### STRUCTURE

1. The NABC shall be comprised of four (4) members to represent the Union/Management Committee.

2. Three of the members shall be elected by the membership at a general membership meeting. Each of the three (3) members shall be elected for a three (3) year terms. The expiry dates of the NABC shall be separated by one (1) year intervals.
3. The fourth member will be a retiree elected by the retirees to a three (3) year term. This procedure is handled with the Plans Pension and Benefits Officer.
4. The NABC shall have a Chairperson that will be elected by the NABC.
5. The NABC shall work in conjunction with the Negotiating Committee on issues.
6. Chairperson of the NABC shall:
  - ☐ Oversee the members of the committee (#6).
  - ☐ Present budgets
  - ☐ Arrange meetings for committee
  - ☐ Arrange Sessions for member/additional members
  - ☐ Spokesperson when needed
7. Members are any members interested in the Pension and Benefits that want training and/or give feedback to the NABC to be involved.
8. There is no limit to the amount of members.

#### Benefits

1. The Benefits Committee shall work in conjunction with the Negotiating Committee on issues.
2. This is an extension of the NABC.
3. This area deals with all other issues then Pension as listed:
  - ☐ Long Term Disability
  - ☐ Short Term Disability
  - ☐ Extended Health Care Plan
  - ☐ Vision
  - ☐ Dental

The achievements and goals are the same as stated in the Pension Section.

#### **15.123 Joint Position Review Appeal Committee**

- a) The Joint Position Review Appeal Committee is comprised of two (2) CUPE members and two (2) management representatives.
- b) Four (4) CUPE representatives, who will be elected for a two (2) year term at a General Membership meeting will alternate representation depending upon work schedules and conflict of interest rules. Representatives will be subject to training (provided by the employer) prior to any representation.
- c) When a member submits an appeal as a result of a classification review result, the Committee will meet to review all classification information submitted and render a decision. Consensus must be reached to be successful.
- d) Roles:
  - Carry out the committee mandate as per the collective agreement.
  - Obtain an understanding of the position under appeal
  - Relate the work of the position under appeal to the definitions and job factor descriptors of the Job Placement Manual.
  - Compare work of this position to the work of other positions within the University and maintain consistency of application.
  - Evaluate the appropriateness of the employer's classification determination.
  - Place the position in the appropriate job family and phase if it is determined that the position is not appropriately placed.
- e) The committee members will maintain all information and presentations received with the strictest confidentiality.

## **ARTICLE 16 – AFFILIATIONS**

The Local shall be affiliated to the Saskatchewan Federation of Labour, the CUPE Saskatchewan Division and the Regina & District Labour Council.

## **ARTICLE 17 – LOCAL RESPONSIBILITIES**

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

- 17.2 Paying all affiliation and per capita requirements of the membership in its jurisdiction.
- 17.3 Paying all bills incurred by the Local.
- 17.4 Paying all per capita payments in the Local's jurisdiction to the National Union and all affiliates.
- 17.5 Enforcing the Constitution and Bylaws.
- 17.6 Use of computers, hardware, and associated services for union business:**
- a) Ensure all computer systems and associated hardware owned by the local is maintained/kept in usable condition and provides reasonable performance as to not interfere with the efficient operation of the local.**
  - b) Replace computers and hardware when the computer is no longer capable of running an operating system currently supported by Microsoft.**
  - c) Ensure all software including operating systems are up to date and are currently supported versions. Ensure software and services required for the proper and efficient operations of the local are fully licensed.**
  - d) Ensure passwords on local owned systems, online services and employer provided services are of sufficient length, complexity and shall be updated annually. Passwords shall not be posted/written in an insecure place. Passwords can be stored in a suitable password manager (Keypass), alternatively an image of the password can be stored on a mobile phone provided the username and the service is it for are not part of the image or file/folder name. Passwords must not be shared unless unique user accounts are not possible.**
  - e) All software security updates must be installed when they are issued by the vendor. Failure to do so may result in member data being compromised and may result in the loss of access to the internet/network/accounts that have been provided to the local by the employer.**
  - f) Ensure all data belonging to the local is backed up by a suitable means, to be stored in a secure place and stored in a format that allows for efficient data recovery.**
  - g) Ensure reasonable steps are taken to secure computer hardware from theft/loss.**



- h) Ensure all items are documented with the following information (where applicable): Make, Model, Serial Number, Date Received, Mac Address of all network interfaces.**
  - i) All devices being disposed of must have all storage media wiped of all union data.**
- 17.7 Use of the office space allocated to the union by the employer(s) for union business and related activities. Reasonable effort should be made to respect policies of the employer governing use of employer premises.**
- 17.8 Ensure historical documents (for example meeting minutes) of the local are preserved. Preservation can be done by maintaining files in the office, converting to electronic, submission to an approved archive. Destruction of historical documents must only be undertaken with the approval of the membership.**

## **ARTICLE 18 – RULES OF ORDER**

- 18.1 All meetings of the Local shall be conducted in accordance with the basic principles of Canadian parliamentary procedure. Some of the more important rules to ensure free and fair debate are appended to these Bylaws as Appendix "A". These rules shall be considered as an integral part of the Bylaws and may be amended only by the same procedure used to amend the Bylaws.**
- 18.2 In situations not covered by Appendix "A", the CUPE Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.**

## **ARTICLE 19 – AMENDMENT**

- 19.1 These Bylaws are always subordinate to the CUPE Constitution (including Appendix "B" - Bylaws governing Chartered Affiliates) as it now exists or may be amended from time to time, and in the event of any conflict between these Bylaws and the CUPE Constitution, the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President.**
- 19.2 These Bylaws shall not be amended, added to, or suspended except upon a majority vote of those present and voting at the General Membership or Special meeting if the notice of the intention to propose the amended or additional Bylaws was given at least seven days before at a previous membership meeting or 60 days before in writing.**

- 19.3 No change to these Bylaws shall be valid and take effect until approved by the membership and the National President of the Canadian Union of Public Employees. This validity shall date from the letter of approval of the National President. (B.5.1)

## **APPENDIX “A” CUPE RULES OF ORDER**

1. The President or in their absence, the First Vice President, shall take the Chair at all membership meetings. In the absence of both the President and the First Vice-President, the Second Vice-President shall act as Chairperson, and in the absence of the Second Vice-President the Recording Secretary shall act as Chairperson, and in the absence of the Recording Secretary, the Secretary-Treasurer shall act as Chairperson. In the absence of all five (5) table Officers, a Chairperson shall be chosen by the Local.
2. No member, except the Chairperson of a committee making a report or the mover of a resolution, shall speak more than five (5) minutes, or more than once on the same question without the consent of the meeting or until all who wish to speak have had an opportunity. Chairperson and movers of a resolution shall be limited to fifteen (15) minutes, except with the consent of the meeting.
3. The President shall state every question coming before the Local, and before allowing debate thereon, and again immediately before putting it to a vote, shall ask: "Is the Local ready for the question?" Should no member rise to speak, the question shall then be put.
4. A motion to be entertained by the presiding officer must be moved and seconded; both mover and seconder must rise and be recognized by the Chair.
5. A motion to amend, or to amend an amendment, shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment, or amendment to an amendment, which is a direct negative of the resolution shall be in order.
6. On motion, the regular order of business may be suspended, by a two-thirds (2/3) vote of those present, to deal with any urgent business.
7. All resolutions and motions other than those named to Rule 19, or those to accept or adopt the report of a committee, shall, if requested by the presiding officer, be presented in writing before being put to the Local.
8. At the request of any member, and upon a majority vote of those present a question may be divided when the sense will admit of it.
9. Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.
10. When a member wishes to speak on a question or to make a motion, he shall rise in his place and respectfully address the presiding officer, but, except to state that

he rises to a point of order or on a question of privilege, he shall not proceed further until recognized by the Chair.

11. When two (2) or more members rise to speak at the same time, the presiding officer shall decide which one is entitled to the floor.
12. Every member, while speaking, shall adhere to the question under debate and avoid all personal, indecorous, or offensive language, as well as any poor reflection on the Local or member thereof.
13. If a member, while speaking, is called to order, he/she shall cease speaking until the point is determined; if it is decided he/she is in order, he/she may again proceed.
14. No religious discussion shall be permitted.
15. The President shall take no part in debate while presiding, but may yield the Chair to the First Vice President in order to speak on any question before the Local, or to introduce a new question.
16. The presiding officer shall have the same rights as other members to vote on any question. In case of a tie, he/she may in addition give a casting vote, or if he/she chooses, refrain from breaking the tie, in which case the motion is lost.
17. When a motion is before the Local, no other motion shall be in order except (1) to adjourn (2) to put the previous question (3) to lay on the table (4) to postpone for a definite time (5) to refer (6) to divide or amend, which motions shall have precedence in the order named. The first three of these shall be decided without debate.
18. A motion for the previous question, when regularly moved and seconded, shall be put in this form: "Shall the main question be now put?" If it is adopted, the President shall proceed to take the vote on the resolution and amendments thereto (if any) according to their priority. If an amendment or an amendment to an amendment is adopted, the original resolution, as amended, shall be put to the Local.
19. A motion to adjourn is in order except (1) when a member has the floor, and (2) when members are voting.
20. A motion to adjourn, having been put and lost, shall not be in order again, if there is further business before the Local, until fifteen minutes have elapsed.
21. After the presiding officer declares the vote on a question, and before the Local proceeds to another order of business, any member may ask for a division. A standing vote shall then be taken and the Secretary shall count same.

22. If any member wishes to challenge (appeal) a decision of the chair, he must do so at the time the decision is made. If the challenge is seconded, the member shall be asked to state briefly the basis for his challenge. The Chairperson may then state briefly the basis for his decision, following which the Chairperson shall immediately and without debate put the question: "Shall the decision of the chair be sustained?" A majority vote shall decide except that in the event of a tie the chair is sustained.
23. After a question has been decided, any two members who have voted in the majority may, at the same or next meeting, move reconsideration thereof.
24. The Local's business and proceedings of meetings are not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.

## **APPENDIX “B” CODE OF CONDUCT**

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

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

This Code of Conduct sets out standards of behaviour for participants at national convention, conferences, schools, meetings, and any other union events organized by CUPE National, Local 5791, or any other CUPE chartered body. 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 and at events, meetings, and activities by other CUPE bodies. It does not apply to complaints arising in the workplace, as those are dealt with through the grievance procedure and/or the applicable workplace harassment policy.

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

- Abide by the provisions of the Equality Statement.
- Respect the views of others, even when we disagree.
- Recognize and value individual differences.
- Communicate openly.
- Support and encourage each other.
- Make sure that we do not harass or discriminate against each other.
- Commit to not engaging in offensive comment or conduct.
- Make sure that we do not act in ways that are aggressive, bullying, or intimidating.
- Take responsibility for not engaging in inappropriate behaviour due to use of alcohol or other drugs while participating in union activities, including social events.

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

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

- 1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code by asking them to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.**
- 2. A complaint shall be brought to the attention of an ombudsperson when there is one available. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.**
- 3. The ombudsperson or the person in charge will work to seek a resolution. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge. The person in charge has the authority to expel members from the event for serious or persistent offenses.**
- 4. If the complaint involves a national staff member, it shall be referred to the appropriate director for investigation and the complaint shall be dealt with in accordance with the applicable staff collective agreement. If the complaint involves a staff member employed by another CUPE chartered organization, the complaint shall be referred to the person responsible for their employment.**
- 5. If the person in charge is a party to the complaint, an alternate will be designated to assume the role.**
- 6. In a case where a member has been expelled from a National event, the National President shall receive a report on the matter. For other events, the presiding officer shall receive a report on the matter.**
- 7. For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a member's participation in future events organized by CUPE National. For other events, the presiding officer shall consult the National President.**

**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.**

**This Code of Conduct does not replace a member's right to access the trial provisions under Appendix F of the CUPE National Constitution.**



## **APPENDIX “C” CRITERIA FOR CUPE 5791 MEMBERSHIP TO ATTEND EDUCATIONALS**

Application to attend an ‘educational’ must be submitted to the Education Committee, c/o Union Office and will be subject to a time limit, which will be announced at a General Membership Meeting. A phone call or e-mail to [cupe.5791@uregina.ca](mailto:cupe.5791@uregina.ca) is sufficient.

Any member wishing to apply as a delegate on behalf of CUPE Local 5791 must have attended at least half (1/2) 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 Education Committee, c/o Union Office. The applicant must be a member in good standing.

There are a predetermined number of positions available for an educational and preference will be given to first time attendees of an educational. An allotted number of spaces will be given to first time attendees. Submitting an educational application does NOT guarantee approval of the application.

Members may NOT register for a course they have taken within the previous five (5) years, unless extenuating circumstances exist (i.e. new act or regulations for OH&S. A member may attend a maximum of two (2) educationals per calendar year. Notwithstanding this, a member may make application to attend training for good and sufficient reason (i.e. newly elected shop steward or table officer taking applicable training). The Executive Board shall make such decisions upon consultation with the Education Committee.

All applications will be reviewed by the Executive Board and Education Committee. All applicants will be notified by the Union Office.

All delegates selected to attend an educational must complete an evaluation form upon their return to work. Failure to do so will result in being ineligible to attend future educationals until such time as this requirement has been fulfilled.

## **APPENDIX “D” CRITERIA FOR CUPE 5791 MEMBERSHIP TO ATTEND CONVENTIONS AND CONFERENCES**

Application to attend a convention or conference must be submitted to the Executive Board, c/o Union Office and will be subject to a time limit, which will be announced at a General Membership Meeting. A phone call or e-mail to [cupe.5791@uregina.ca](mailto:cupe.5791@uregina.ca) is sufficient.

Any member wishing to apply as a delegate on behalf of CUPE Local 5791 must have attended at least half (1/2) 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 Executive Board, c/o Union Office. The applicant must be a member in good standing.

The number of positions available will be determined by the membership at a General Membership Meeting. The President will attend as outlined in the Bylaws with the remainder of the spots filled by active Executive, Committee or general members. An allotted number of Spaces will be given to first time attendees. Submitting an application does NOT guarantee approval of the application.

All applications will be reviewed by the Executive Board and all successful applicants will be notified by the Union.

All delegates selected to attend a convention or conference must complete an evaluation form upon their return to work. Failure to do so will result in being ineligible to attend future conventions and conferences until such time as this requirement has been fulfilled.

## APPENDIX “E” CRITERIA FOR CUPE 5791 SCHOLARSHIP

### CUPE 5791 Scholarship Terms of Reference

Award: Two awards for **\$1,500**, awarded one in Winter Term and Fall Term. Any scholarships not awarded may be carried over to the next semester.

Eligibility: The scholarship will be awarded to a University of Regina undergraduate or graduate student who meets the following criteria:

- Must be a member of CUPE 5791 at time of application
- Registered in fulltime studies for the semester in which they are applying
- Student must have a minimum average of sixty percent (60%) in their most recent year of study
- Must submit a short essay, not to exceed two (2) pages, on the topic selected by the scholarship committee.

Applications: Please submit cover letter, essay and unofficial transcripts to CUPE 5791 office (Administration Humanities Building, AH 411.2) by corresponding deadlines:

Fall: September 30th

Winter: January 30th

Cover letter is to include position, department, and short bio.

Note: As a condition of your scholarship application, you are authorizing that your submissions may be acknowledged and/or reproduced in CUPE correspondence.

## **APPENDIX “F” EQUALITY STATEMENT**

### 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.

## **APPENDIX “G” STRIKE FUND**

### **Article 1**

- 1.1 The Local shall maintain a Strike Fund account separate from the chequing, savings and investments accounts.
- 1.2 The Secretary-Treasurer shall deposit on monthly basis, \$0.50 per member, collected from the monthly dues from all employee groups represented at each employer.
- 1.3 This Strike Fund account shall endeavor to maintain a minimum balance of \$240,000.00. When the account drops below the minimum, it shall be topped up by the Savings or Investments accounts when financially feasible.

### **Article 2**

- 2.1 The Strike Fund will be responsible for miscellaneous expenses directly related to the conduct of the strike, such as rental of strike headquarters, office equipment, transportation, telephone or communication charges, leaflets, food and beverages, kitchen supplies, etc.
- 2.2 The Strike Fund will also be used to supplement the Strike Pay provided by CUPE National (currently \$300 dollars per calendar week). The amount of supplemental strike pay shall be \$100 per calendar week. Eligibility for strike pay shall be based on the National Strike Fund Regulations (min of 20 hrs/wk).