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# Union Bylaws

# CUPE Local 21

Regina Civic Members' Union

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**CUPE** / Canadian Union  
of Public Employees

*Approved by Membership: June 13, 2023*

*Approved by National: September 26, 2023*

## 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 Civic Members' Union, Local 21 at their regular meeting held on January 30<sup>th</sup>, 1964, in the Labour Temple, Regina, did pass the following Constitution and Bylaws, Rules of Order and Laws governing the Regina Civic Members' Union, Local 21 to take effect from September 24, 1963.

THE REGINA CIVIC MEMBERS' UNION  
LOCAL 21  
REGINA, SASKATCHEWAN

# Table of Contents

PREAMBLE .....	2
INTRODUCTION .....	4
SECTION 1 – NAME.....	4
SECTION 2 – OBJECTIVES .....	4
SECTION 3 – REFERENCES.....	5
SECTION 4 – MEMBERSHIP .....	5
SECTION 5 – FINANCES .....	7
SECTION 6 – AFFILIATIONS .....	9
SECTION 7 – MEMBERSHIP MEETINGS.....	9
SECTION 8 – OFFICERS .....	10
SECTION 9 – EXECUTIVE BOARD .....	11
SECTION 10 – DUTIES OF OFFICERS .....	11
SECTION 11 – FULL-TIME PRESIDENT.....	19
SECTION 12 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS.....	19
SECTION 13 – RECALL OF OFFICERS.....	24
SECTION 14 – FEES, DUES AND ASSESSMENTS .....	25
SECTION 15 – EXPENDITURES.....	27
SECTION 16 – SPECIAL RULES CONCERNING FUNDS .....	28
SECTION 17 – OUT-OF-POCKET EXPENSES.....	28
SECTION 18 – EMPLOYMENT OF STAFF .....	29
SECTION 19 – DELEGATES TO CONFERENCES, CONVENTIONS AND EDUCATIONALS .....	29
SECTION 20 – COMMITTEES .....	30
SECTION 21 – COMPLAINTS AND TRIALS .....	31
SECTION 22 – RULES OF ORDER.....	32
SECTION 23 – AMENDMENTS.....	33
SECTION 24 – PRINTING AND DISTRIBUTION OF BYLAWS .....	33
APPENDIX A – CUPE NATIONAL EQUALITY STATEMENT .....	34
APPENDIX B – CODE OF CONDUCT.....	35
REMINDERS FOR MEMBERS .....	37

## 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:

Regina Civic Members' Union

(May 10, 2022)

## 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 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.

(March 10, 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

(March 10, 2016)

### **SECTION 4 – MEMBERSHIP**

- (a) Membership

An individual employed within the jurisdiction of Local 21 can apply for member 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 comply 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) (June 13, 2023)

(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 as a member of the Union who has rights under the collective agreement between Regina Civic Members' Union, Local 21 and the City of Regina. 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.

(May 10, 2022)

(f) Member Obligations

Members are obligated to abide by the CUPE National Constitution and these bylaws as amended from time to time, and this would include any privacy breaches of confidential discussions by members or elected Executive Board members of Local 21.

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.

(May 10, 2022)

(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 toward 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 (2) officers. All cheques written to pay expenses shall have two (2) signatures, one (1) 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, 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.

(November 14, 2017)

(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.

(March 10, 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 five hundred dollars (\$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

(April 9, 2019)

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 four hundred dollars (\$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 by the officer in the course of their 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 their elected duties.

## **SECTION 6 – AFFILIATIONS**

Whereas the members of Local 21 deem being affiliated to certain organizations is in the membership's best interest. Notwithstanding the above, any affiliation to any organization shall be approved by the membership at a regular or special meeting.

(November 14, 2017)

## **SECTION 7 – MEMBERSHIP MEETINGS**

### **(a) Regular Membership Meetings**

Regular membership meetings of Local 21 shall be scheduled on the second Tuesday of each month, with the exception of July and August, starting at 7:00 p.m. Reasonable notice of each regular membership meeting outlining the date, time and location shall be given to members.

(November 14, 2017)

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 President shall reschedule the regular membership meeting and provide reasonable notice to the members.

(November 14, 2017)

### **(b) Special Membership Meetings**

Special membership meetings of Local 21 may be required and shall be called by the President or may be requested in writing by no fewer than twenty-one (21) 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' reasonable 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.

- (c) Special meetings of the Executive Board may be called by any executive member when considered necessary with approval of the President.

### **(d) Quorum**

The minimum number of members required to be in attendance for the transaction of business during any general or special meeting shall be twenty-one (21) members, this quorum total shall include two (2) from the Executive Board.

(May 10, 2022)

Any retiree attending a meeting shall not count towards quorum.

- (e) General membership meetings shall not exceed three (3) hours unless a motion put forth supported by a majority vote of the members present.

(May 11, 2021/November 9, 2021)

- (f) President of the Union shall be empowered to change or cancel the date of any regular or executive meeting if circumstances justify such change. Reasonable notice of such change shall be given to the members.

(November 14, 2017)

- (g) Membership Meeting Agenda

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

I would like to begin by acknowledging that we are meeting on the traditional lands referred to as Treaty Four Territory, the original lands of the Cree, Saulteaux, Dakota, Nakota, Lakota, and the homeland of the Metis Nation.

(October 12, 2021)

- a. Roll call of officers
- b. Reading of the Equality Statement
- c. Voting on new members and initiation
- d. Reading of the minutes of the previous meeting
- e. Matters arising from the minutes
- f. Secretary-Treasurer's Report
- g. Communications and bills
- h. Executive Board Report
- i. Reports of committees and delegates
- j. Nominations, elections, or installations
- k. Unfinished business
- l. New business
- m. Good and Welfare
- n. Adjournment

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

- (h) 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 President, First Vice-President, Second Vice-President as outlined within these bylaws, Secretary-Treasurer, Recording Secretary, Grievance Chairpersons, four (4) Executive Members at Large representing the City of Regina bargaining unit and Sergeant-at-Arms, three (3) Trustees.

(Articles B.2.1 and B.2.2) (November 9, 2021)

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

(February 9, 2021)

## **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.
- (c) 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)
- (d) 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)
- (e) 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)
- (f) 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)
- (g) Should any Executive Board member fail to answer the roll call for three (3) consecutive general membership meetings or three (3) 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)
- (h) No person shall be elected to the Executive Board of the Union unless they have been a member in good standing for at least twelve (12) 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)

- Be empowered, with the approval of the membership, to employ administrative assistance to be paid for out of the Local Union's funds.

(b) First Vice-President

The First 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 members.

(March 9, 2021)

- Their portfolio shall be inclusive of the bargaining unit for all matters of OHS and harassment investigations.

(March 9, 2021)

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

(May 24, 2016)

- They shall have the decision-making authority over their portfolios regarding the informal and step one phases of the grievance procedure subject to an appeal should a member contest their findings. They shall be directed by the Executive Board for step two grievances and arbitrations. Should the Grievance Chair or the Executive determine there is no grievance or vote to withdraw a grievance, the member in question shall be afforded an appeal process to be heard in front of a special committee. The Grievance Chair shall have no vote in such appeal but rather present their finding and recommendation to the special committee. The special committee shall consist of no fewer than three (3) non-conflicted Executive Board members preferably the President, the Treasurer, and the remaining Grievance Chairs.

(February 9, 2021)

(c) Second Vice-President

The Second Vice-President shall:

- Their portfolio shall be inclusive of the bargaining unit for all matters of accommodation and Information Stewards.
- 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 are absent or not eligible, perform all duties of the President, chosen by a vote of the Executive Board by simple majority.
- They shall have the decision-making authority over their portfolios regarding the informal and step one phases of the grievance procedure subject to an appeal should

a member contest their findings. They shall be directed by the Executive Board for step two grievances and arbitrations. Should the Grievance Chair or the Executive determine there is no grievance or vote to withdraw a grievance, the member in question shall be afforded an appeal process to be heard in front of a special committee. The Grievance Chair shall have no vote in such appeal but rather present their finding and recommendation to the special committee. The special committee shall consist of no fewer than three (3) non-conflicted Executive Board members preferably the President, the Treasurer, and the remaining Grievance Chairs.

(February 9, 2021)

(d) Grievance Chair portfolios will consist of the following:

The Public Works Grievance Chair shall preside over:

- Citizen Services Division: Roadways & Transportation Department / Transit & Fleet Department
- Financial Strategy & Sustainability Division

The Open Space Grievance Chair shall preside over:

- Citizen Experience/Innovation & Performance Division
- City Planning & Community Development Division

The Environmental Grievance Chair shall preside over:

- Citizen Services Division: Water, Waste & Environmental Department
- Officer of Council Division

The Facility and Recreation Grievance Chair shall preside over:

- Facilities Services Department
- Community & Recreation programs / Planning & Partnership / Social & Cultural Development / Sports Facilities & Special Events Branches

(March 9, 2021/February 9, 2021/November 9, 2021/February 8, 2022)

(e) 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, Union Information Steward(s) 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 Second Vice-President.
- 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.

(September 10, 2019)

(f) 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 one dollar (\$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 each regular membership meeting, detailing all income and expenditures for the period.
- At the end of their term of office, the Secretary-Treasurer shall turn over to their 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 their 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 31<sup>st</sup> 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<sup>st</sup> to June 30<sup>st</sup> – completed by December 31<sup>st</sup>, and July 1<sup>st</sup> to December 31<sup>st</sup> – completed by June 30<sup>th</sup> 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, 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 28<sup>th</sup> 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 them 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 (2) or more months in arrears in the payment of union dues.

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

(g) Executive at Large

The Executive at Large members shall:

- The Local 21 Executive Board will endeavor to appoint a Union Information Steward to operating areas under Local 21's jurisdiction, as deemed necessary.



- 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.

(h) These are the following portfolios for the Executive at large:

- a. EAL 1 consists of Job Description Review, and Jurisdictional Review with assistance by Table Officers where deemed necessary.
- b. EAL 2 consists of Public Relations, and Social Events with assistance by Table Officers where deemed necessary.
- c. EAL 3 consists of Political Action, and Contracting Out with assistance by Table Officers where deemed necessary.
- d. EAL 4 consists of Diversity and Inclusion with assistance by Table Officers where deemed necessary.

(September 19, 2019)

(i) 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.
- (March 10, 2016)
- Make a written report of their findings to be 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 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)

(j) 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 the membership attendance at meetings.
- Shall ensure that all retired members produce their honorary retired membership cards before entry as per the National Constitution.

(Article B.10.1)

- Perform such other duties as may be assigned by the Executive Board from time to time.

(March 10, 2016)

(k) Vacant Table Officer Position – Remuneration

When an Executive Table Officer position as outlined in Section 8 becomes vacant or the duties are not being fulfilled, the President shall assign, with their agreement, the portfolio of the inactive position to another Executive member. This Executive Member shall be remunerated in accordance within Section 17(b), in addition to their current elected position, the monthly honorarium amounts until such a time that the vacant Executive Table Officer position has been filled in accordance with Section 12 as outlined within these bylaws or until removed from this appointment for any allowable reason such as not fulfilling the duties of their original appointment or additional assignment.

(November 9, 2021)

## **SECTION 11 – FULL-TIME PRESIDENT**

Pursuant to any applicable Articles, Sections and/or Letter(s) of Understanding (LOU) the President shall be required to take a full-time leave of absence (LOA) from work to fulfill their duties. The President shall receive the following benefit structure for their entire term in office, as follows:

- 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.
- Shall receive a monthly honorarium at a rate which is established in the current bylaws.
- Shall receive a mileage as established in the current bylaws, provided they have supporting documentation, and shall not be paid mileage for driving to the Local 21 office from their home.
- Shall also receive the established rate for communication allowance provided they have supporting documentation.
- Shall provide a monthly activity report to the Executive Board.

(May 11, 2021)

## **SECTION 12 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS**

(a) 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 first day of July following their election.

4. Any member in good standing being dismissed from the service from 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.

(February 9, 2021)

5. When an elected officer ceases to be a member in good standing and continues not in good standing for a period exceeding thirty (30) days, their office shall be declared vacant and an election shall be held as outlined in Section 12(b).

(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(d)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 (1) year. In the event of any officer being suspended or expelled from the Union or absenting themselves from three (3) 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, their office shall be declared vacant and a successor elected as outlined in Section 12(b).

(March 10, 2016)

(b) Elections

1. Election of all officers shall be by secret ballot.

2. The President, Second Vice-President (Grievance Chair employed within the Citizen Services Division and Water, Waste & Environmental Services); and Secretary-Treasurer shall be elected by the membership for a three (3) year term. Four (4) Executive Members at Large shall be elected by the membership for three (3) year term. The First Vice-President, Second Vice-President (Grievance Chair employed within the Citizen Experience, Innovation & Performance Division / City Planning & Community Development Division / Officers of Council Division); Recording Secretary and Sergeant-at-Arms shall be elected by the membership for a three (3) year term. Three (3) Executive Members at Large shall be elected by the membership for a three (3) year term.

(October 12, 2021)

3. Executive Table Officers and Members at Large of the Union shall hold office for three (3) year terms and if in good standing as per Local 21's bylaws shall be eligible for re-election.

(October 12, 2021)

4. 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)

5. Members of the bargaining unit are eligible to be nominated and vote for all officer positions.

(February 9, 2021)

6. 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)

7. All nominated candidates shall have the opportunity to have a one (1) page campaign poster on the Local 21 website.

(March 10, 2016/November 9, 2021)

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

(March 10, 2016)

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

(March 10, 2016)

10. When an election is held, the Executive shall appoint a Balloting Committee. The Balloting Committee shall designate one (1) 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 candidate(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)

11. 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)

12. 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)

13. In order to ensure maximum participation for all members, under Local 21's jurisdiction, the election(s) shall be held on the second Tuesday of June. Voting shall be held at the Local 21 Office the day of the election(s) starting at 8:00 a.m. and during the General Membership Meeting until 8:00 p.m. Advance polling stations shall be held at the Local 21 Office from 5:00 p.m. – 8:30 p.m. on the Wednesday and Thursday prior to the election(s). Voting shall be by secret ballot.

(February 9, 2021)

14. Any officers elected in June of each year shall take over their duties on the first day of July following their election.

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

(March 10, 2016)

16. 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.

17. 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)

18. 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 (7) 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)

19. All candidates for office shall be allowed one (1) scrutineer to ensure the accuracy of the vote count.

(March 10, 2016)

(c) 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 three (3) years 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.

(Article B.2.4) (May 10, 2022)

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)

3. Transition Time

Upon the selection of a new President, the incoming President shall be granted five (5) calendar days to ensure the smooth transition of duties of the office provided the City of Regina grants such requested leave of absence (LOA) from the workplace.

Upon the selection of a new first Vice-President, the outgoing first Vice-President and incoming first Vice-President shall both be granted five (5) calendar days to ensure the smooth transition of duties of the office, provided the City of Regina grants such requested leave of absence (LOA) from the workplace.

Upon the selection of a new Secretary-Treasurer, the outgoing Secretary-Treasurer and incoming Secretary-Treasurer shall both be granted five (5) calendar days to ensure the smooth transition of duties of the office, provided the City of Regina grants such requested leave of absence (LOA) from the workplace.

Upon the selection of a new Recording Secretary, the outgoing Recording Secretary and incoming Recording Secretary, shall both be granted five (5) calendar days to

ensure the smooth transition of duties of the office, provided the City of Regina grants such requested leave of absence (LOA) from the workplace.

Upon the selection of a new Grievance Chairperson, the outgoing Grievance Chairperson and the incoming Grievance Chairperson shall both be granted five (5) calendar days to ensure the smooth transition of duties of the office, provided the City of Regina grants such requested leave of absence (LOA) from the workplace.

Any Executive member granted permission to represent the Local on Union business by the Executive Board, and who has been granted leave of absence (LOA) under the appropriate Article(s) of the collective agreement or Section(s) within the bylaws, shall suffer no loss of pay or benefits. Such pay, as necessary, shall be reimbursed to the City of Regina.

(May 11, 2021)

(d) 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 five hundred (500) members, or forty percent (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, worksite, and bargaining unit.

(March 10, 2016)



4. The petition must be delivered to the Secretary-Treasurer within fourteen (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 majority vote of the membership.

(May 11, 2021)
9. Recall of Unit Chair(s) will be invoked if supported by a majority vote of the members of the sector voting.

(May 11, 2021)
10. Recall of Executive at Large positions shall be voted on by the unit affected by a majority vote of that unit.

(May 11, 2021)
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 dollars (\$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 Civic Members' Union, 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 Civic Members' Union, 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 Civic Members' Union, Local 21* within one (1) month of the occurrence.

(May 10, 2022)

(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 (7) days at a previous meeting or sixty (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 a majority of members present.

(May 11, 2021)

- iii) 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 one hundred dollars (\$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 (7) 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 them 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 Committee 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 who are actively fulfilling the duties of their position 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

(March 9, 2021)

(b) Honorariums – Monthly:

- President: \$700.00 plus negotiated GWI minus applicable deductions
- 1st Vice-President: \$700.00 plus negotiated GWI minus applicable deductions
- Recording Secretary: \$700.00 plus negotiated GWI minus applicable deductions

- Secretary-Treasurer: \$700.00 plus negotiated GWI minus applicable deductions
- 2nd Vice-President: \$700.00 plus negotiated GWI minus applicable deductions
- Grievance Chairpersons: \$700.00 plus negotiated GWI minus applicable deductions
- Executives at Large: \$300.00 plus negotiated GWI minus applicable deductions

Honorariums – Yearly:

- Trustees: \$600.00 (March 9, 2021)
  - Sergeant-at-Arms: \$300.00 (May 11, 2021)
- (c) Car Allowance: \$0.52 per kilometer (with supporting documentation) (March 10, 2016)
- (d) Communication allowance - with proof of monthly phone bill
- |   |          |                 |
|---|----------|-----------------|
| Pres/Rec-Sec/Sec-Treas/Vice-Presidents/OC | \$100.00 |                 |
| Executive at Large                        | \$75.00  | (March 9, 2021) |

**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) All delegates to conventions, conferences, and educationals shall be chosen by the President. (November 14, 2017)
- (b) 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)
- (c) 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)

- (d) 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)

- (e) Local 21 will provide members with their per diem allowance prior to their attending the convention, conference, or educational.

(March 10, 2016)

- (f) Local 21 encourages the participation of women and all equity-seeking groups in their delegation to conventions, conferences, and educationals.

(March 10, 2016)

- (g) 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, conventions 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 approval of a majority 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 majority 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.

(May 11, 2021)

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 on behalf of the Regina Civic Members' Union Employees Local 21.

(May 10, 2022)

i. **Regina Civic Members' Union Negotiation Committee**

The committee shall consist of up to eight (8) members, the Local 21 President, 1st Vice-President, 2nd Vice-President (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 10, 2022)

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 that has not been a member in good standing for at least one (1) 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 their 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, they 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. They will confine themselves to the question under discussion and avoid personalities. If two (2) 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 their 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 a majority vote of the members in attendance to be carried.

(May 11, 2021)



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 (3) 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 (1) regular meeting of the Union shall layover to the next regular meeting. If at such subsequent meeting the amendment or alteration is supported by a majority of votes 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)(May 11, 2021)

Any and all proposed Notice of Motion(s) (NOM) brought forth at a properly constituted membership meeting in accordance with Local 21 Bylaw Section 23 (amendments, shall be through the use of ballot and ballot boxes).

(September 10, 2019)

- (a) Additional Bylaws a Union can amend or add to its bylaws only if:
- (b) the amended or additional bylaws do not conflict with this Constitution;
- (c) the amended or additional bylaws are approved by majority vote at a regular membership meeting or at a special membership meeting called for that purpose; and
- (d) notice of the intention to propose the amended or additional bylaws was given at least seven (7) days before at a previous membership meeting or sixty (60) days before in writing.

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

(October 12, 2021)

## **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](http://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)

## 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 3996, 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.

## 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 percent 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.

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