LOCAL 47 BYLAWS

Approved by Membership: December 1, 2022
Approved by National President's Office: August 30, 2024

Table of Contents

ARTICLE I. NAME 3
ARTICLE II. OBJECTIVES 3
ARTICLE III. INTERPRETATION and DEFINITIONS 3
ARTICLE IV. ELIGIBILITY of MEMBERSHIP 3
ARTICLE V. MEMBERSHIP MEETINGS – REGULAR, SPECIAL and EXECUTIVE 4
ARTICLE VI. VOTING of FUNDS 5
ARTICLE VII. OFFICERS 6
ARTICLE VIII. EXECUTIVE BOARD 6
ARTICLE IX. DUTIES of OFFICERS 6
ARTICLE X. OUT OF POCKET EXPENSES 10
ARTICLE XI. RETIREMENT and TERMINATION 11
ARTICLE XII. FEES, DUES and ASSESSMENTS 11
ARTICLE XIII. NOMINATION, ELECTION & INSTALLATION of OFFICERS & COMMITTEES 12
ARTICLE XIV. DELEGATES 14
ARTICLE XV. COMMITTEES 14
ARTICLE XVI. STRIKE ASSISTANCE PLAN (S.A.P.) FUND 17
ARTICLE XVII. AMENDMENT 17
ARTICLE XVIII. AFFILIATIONS 18
APPENDIX “A” - CUPE NATIONAL EQUALITY STATEMENT 19
APPENDIX “B” - CODE OF CONDUCT 20
APPENDIX “C” - CUPE RULES OF ORDER 23
APPENDIX “D” - GRIEVANCE APPEAL PROCESS GUIDELINES: 26

INTRODUCTION

Local 47 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.
- Express its belief in the unity of organized labour.

The following Bylaws are adopted by Local 47 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.

ARTICLE I. NAME

1.1 The name of the Local shall be Canadian Union of Public Employees (CUPE) Local No. 47 (Saskatoon Civic Employees Union).

Local 47 consists of the following units:

Water Treatment Plant
Meter Shop
Wastewater Treatment Plant
Environmental Protection Officers

ARTICLE II. OBJECTIVES

2.1 Secure adequate remuneration for work performed and generally advance the economic and social welfare of its 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.

2.4 Encourage the settlement, by negotiation and mediation, of all disputes between the members and their employers.

2.5 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 **two** (2) wherever it occurs or appears.

ARTICLE III. INTERPRETATION and DEFINITIONS

3.1 National Office refers to CUPE headquarters, Ottawa, and the abbreviation "CUPE" is always used with a national connotation, unless stated otherwise.

ARTICLE IV. ELIGIBILITY of MEMBERSHIP

4.1 All workers engaged in the public service field who would come within the bargaining scope of the Union established by certification or negotiation are eligible for membership.

4.2 The names of new workers shall be read out at the first appropriate regular membership meeting and the candidates will automatically become members.

4.3 A membership card, certifying membership in the Union, together with a copy of the Bylaws and Collective Agreement shall be forwarded to each new member.

ARTICLE V. MEMBERSHIP MEETINGS – REGULAR, SPECIAL and EXECUTIVE

5.1 Regular membership meetings shall be held the first Wednesday in the following months: September; October; December; February**;** April**;** and May at a time **and format (in-person or virtual)** set forth in advance by the Executive Board of the union. If a Statutory holiday intervenes, the Executive Board shall give a week's notice of any change in the date of the regular meeting. During the months of November, January, March, June, July and August the Executive Board shall have the authority to conduct normal union business. If business of a special nature should arise, then a Special meeting will be called.

5.2 A Special membership meeting may be ordered by the Executive Board or requested in writing by not fewer than **ten** (**10**%) percent of the members. The President shall advise members when a Special meeting is called, and ensure that the notice is posted at least seventy-two (72) hours prior to the Special meeting, by posting at the respective work places. The notice shall include 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 If there is no quorum at a general membership meeting, the Executive Board will be required to proceed with the Union business or recommendations of the previous Executive meeting, (e.g. pay bills, attend classes etc.). Decisions made by the Executive Board will be reported back for ratification at the next membership meeting.

5.4 A quorum for the transaction of business at the regular or Special meeting shall be designated as eight (8) non - executive members plus at least two (2) Executive Board members.

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

(a) Acknowledgement of Indigenous Nations' Territory
(b) Equality Statement
(c) Roll Call of Officers
(d) Voting on New Members and Initiation
(e) Reading of Minutes of Previous Meeting
(f) Matters arising out of the Minutes
(g) Treasurer's Report
(h) Communications and Bills
(i) Executive Board Report
(j) Reports of Committees and Delegates
(k) Nominations, Elections or Installations
(l) Unfinished Business
(m) New Business
(n) Good and Welfare
(o) Adjournment

5.6 Local 47 is committed to ensuring that all of its meetings and activities are safe environments where members are encouraged to speak. Existing members are encouraged to welcome, mentor and support new members and equity-seeking members.

5.7 The Executive shall hold a minimum of eight (8) meetings per year. Quorum for the transaction of business at these Executive meetings shall be designated as five (5) Executive Board members.

ARTICLE VI. VOTING of FUNDS

6.1 Local 47 will pay out funds under the following circumstances:

(a) When the expenditure has received prior authorization through a membership approved budget.

(b) When these Bylaws approve the expenditure.

(c) Through a vote of the majority of members at a membership meeting. Authorization to pay per capita tax to CUPE National, or any labour organization the Local Union is affiliated with, is not required.

6.2 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 notice of motion given in writing and dealt with at the following membership meeting.

6.3 For a sum over one thousand and five hundred dollars ($1,500.00), for any cause within the labour movement, it must have prior membership approval.

6.4 Local 47 shall be the holder of two (2) credit cards. One (1) credit card shall be entrusted to the **Treasurer** and one (1) shall be entrusted to the President. The cards shall be used for the sole purpose of paying expenses related to the affairs of the union. Some examples of such expenses would be for booking hotel rooms, for conventions/conferences or education, negotiations or fees related to registration. The **Treasurer** shall be responsible to ensure all outstanding monthly credit card balances are paid promptly to avoid interest charges. Receipts shall be provided to the Treasurer for all expenses. The **Treasurer,** President and Vice-President signatures are required on all receipts and payments.

6.5 The union will pay for one (1) union cell phone to be provided to and carried by the President. In the absent of the President, the union shall pay for the Vice-President’s phone.

ARTICLE VII. OFFICERS

7.1 The officers of the Local shall be: one (1) President; one (1) Vice-President; one (1) Recording Secretary; one (1) **Treasurer**; four (4) Shop Stewards (a shop steward for each of the Water, Wastewater and Meter shop and one at large), and three (3) Trustees. All Officers shall be elected by the membership; with the one (1) Chief Shop Steward being appointed by the executive from among the four stewards.

7.2 Officers shall maintain confidentiality when dealing with all executive and membership matters.

ARTICLE VIII. EXECUTIVE BOARD

8.1 The Executive Board shall be comprised of all officers, except trustees.

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

8.3 A majority of the Executive Board constitutes a quorum.

8.4 The Board shall do the work delegated to it by the Local and deal with all grievances of members as submitted to the Executive Board in the reports of the Grievance Committee. The Board shall be held responsible for the proper and effective functioning of the Grievance Committee.

8.5 All charges against members or officers must be made in writing and dealt with, in accordance with the provisions of the CUPE National Constitution.

8.6 **Should any Board member fail to answer the roll call for** three (3) consecutive **regular** membership meetings or three (3) consecutive **regular** Executive **Board** meetings**, excluding illness or other reason acceptable to the members,** their office shall be declared vacant and **shall be** filled **by an election** at the **following membership** meeting.

8.7 The Executive Board shall be held responsible for the proper and effective functioning of all Committees.

8.8 The Executive Board shall hold title to any property of the Local Union as trustees for the Local Union. They shall have no right to sell, convey, or encumber any property without first giving notice and then submitting the proposal to a membership meeting and having it approved.

ARTICLE IX. DUTIES of OFFICERS

Each officer is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise. All officers with signing authority 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.

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.

9.1 The President shall:

(a) Enforce the CUPE Constitution, these Bylaws, and the Equality Statement.
(b) Preside at membership meetings and preserve order.
(c) Decide all questions of order and procedure (subject always to appeal by the membership).
(d) Have a vote on all matters (except appeals against their rulings) and in case of a tie, including elections, the matter shall be put back to the membership for a re-vote.
(e) Ensure that all officers perform their assigned duties.
(f) Fill Committee vacancies where elections are not provided for.
(g) Shall be one (1) of three (3) co-signers on 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.
(h) Have first preference as a delegate to the CUPE National Convention and Saskatchewan Division Convention and other conventions and conferences that arise during the year.
(i) On termination of office, surrender all books, seals and other properties of the Local to their successor.
(j) Introduce new members and conduct them through the initiation ceremony.

9.2 The Vice-President shall:

(a) In the absence of the President, perform all the duties of the President.
(b) If the office of President falls vacant, be Acting President until a new President is elected.
(c) Render assistance to any member of the Board as directed by the Board.
(d) On termination of office, surrender all books, seals and other properties of the Local to their successor.
(e) Be one (1) of three (3) co-signers on 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.

9.3 The T**reasurer** shall:

(a) Receive all revenue, initiation fees, dues, and assessments, keep a record of each member's payments, and deposit promptly all money with a bank or credit union.
(b) 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.
(c) Prepare all CUPE per capita tax forms and remit payment, by the last day of each month for the previous month's financial obligations, to CUPE National Secretary-Treasurer.

(e) Record all transactions in a manner acceptable to the Board and in accordance with good accounting practices.
(f) Make a written financial report to each regular membership meeting, detailing all income and expenditures for the period
(g) Preside over membership and board meetings in the absence of the President, Vice-President and Secretary and shall appoint an Acting Secretary for such meeting.
(h) Ensure that vouctheirs are submitted before expense payments are paid
(i) Make all books available for inspection by the auditors and for Trustees on reasonable notice, and have the books audited at least once each calendar year.
(j) Make all books available for inspection by the Trustees and/or auditors on reasonable notice.
(k) Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees.
(l) Provide the Trustees with any information that may be needed to complete the audit report forms supplied by CUPE. It is the Trustees responsibility to forward audited reports to the CUPE National Secretary-Treasurer in National Office.
(m) Not later than the first Wednesday in May of each year, furnish each Executive Board member as required, with a statement showing the net amount of income and deductions paid by him during the preceding calendar year.
(n) Be empowered, with the approval of the membership to employ the necessary clerical assistance to be paid out of the Local's funds.
(o) On termination of office, surrender all books, seals and other properties to the Local to their successor.
(p) Unless payment is for self, be one (1) of the two (2) co-signers on all cheques and ensure that the Locals funds are used only as authorized or directed by the CUPE Constitution, Local Bylaws, or vote of the membership. If cheque is for oneself or the **Treasurer** is unavailable, any two (2) of the other three table officers may be co-signers.

9.4 The Recording Secretary shall:

(a) Keep full, accurate and impartial account of the proceedings of all regular or special membership and Executive Board meetings. These records must also include a copy of the full financial report (Executive Board meetings) and the written financial report (membership meetings) presented by the **Treasurer** The record will also include Trustees' reports.
(b) Record all motions, with the movers' and seconders' names, in the Minute book of the Local.
(c) Record all alterations in the Bylaws.
(d) Answer correspondence and fulfill other secretarial duties as directed by the Board.
(e) File a copy of all correspondence sent out and received.
(f) Prepare and distribute all notices to members.
(g) Have all records ready on reasonable notice for auditors and Trustees.
(h) On termination of office, surrender all books, seals and other properties of the Local to their successor.

(i) Preside over membership and board meetings in the absence of both the President and Vice-President.
(j) Be empowered, with the approval of the membership, to employ necessary administrative assistance, to be paid for out of the Local's funds.

9.5 The Chief Shop Steward shall:

(a) Direct and advise the Stewards in the performance of their duties.
(b) Perform the duties of a Shop Steward.
(c) Sit on the Grievance Committee and see that every grievance is being followed through to the best interests of the union.

9.6 The Stewards shall:

(a) Be a member of the Executive Board and must be from their division unless there is no one to represent that area.
(b) Represent their area to the fullest possible extent on the Executive Board.
(c) Report back Executive Board decisions and other union business to the members in their area.
(d) Acquaint new members with the operation of the Union
(e) Act as Membership Officer, if required, at meeting.
(f) Assist members to resolve contract disputes and work issues, with management in their areas, during initial discussion stages.
(g) Attend classes in union education wherever possible
(h) Attend all regular member meetings and Executive meetings.

9.7 The Trustees shall:

(a) Act as an Auditing committee on behalf of the members and audit the books and accounts of the **Treasurer**, the Recording Secretary and the Standing Committees at least once every calendar year.
(b) Make a written report on their findings to the first membership meeting following the completion of each audit.
(c) Submit in writing to the President and **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 **Treasurer** in an organized, correct and proper manner.
(d) Be responsible to ensure that monies are not 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, and titles or deeds to property that may at any time be owned by the Local, and report their findings to the membership.
(h) Send to the National-Secretary-Treasurer and the assigned servicing representative, the following documents:

i. Completed Audit Report
ii. Completed Trustee Report to the membership

iii. **Treasurer** Report to the Trustees
iv. Trustee recommendations made to the President and **Treasurer**
v. **Treasurer** response to recommendations
vi. Concerns that have not been addressed by the Executive Board

9.8 The Membership Officer shall:

(a) Guard the inner door at general 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 by consent of the members present.
(b) Assist in maintaining the record of membership attendance at meetings.
(c) Perform such other duties as may be assigned by the Board from time to time.

ARTICLE X. OUT OF POCKET EXPENSES

10.1 The following amounts shall be provided for out-of-pocket expenses:

		Monthly (after taxes)
(a)	President	$300.00
(b)	Vice-President	$275.00
(c)	**Treasurer**	**$225.00**
(d)	Recording Secretary	**$225.00**
(e)	Chief Stewards	$150.00
(f)	Steward	$125.00
(g)	Trustees	$75.00/audit
	In town per diem while on union business	$60.00 full day (over 3 hrs) $40.00 partial day (3 hrs or less)

10.2 Out of town, in Province:

All delegates attending conventions, conferences, or educational seminars shall be paid transportation expenses (vehicle allowance as per City of Saskatoon policy), a per diem allowance of $60 for meals and incidentals, and reimbursement for loss of wages. If a member is required to be overnight they shall be reimbursed for modest hotel accommodations.

10.3 Out of Province:

All delegates attending conventions, conferences, or educational seminars shall be paid transportation expenses (vehicle allowance as per City of Saskatoon policy, economy air travel), a per diem allowance of eighty dollars ($80**)** for meals and incidentals, and reimbursement for loss of wages. If a member is required to be overnight they shall be reimbursed for modest hotel accommodations.

10.4 Monthly out-of-pocket expenses shall not be paid to any executive member who fails to answer the roll call for the executive and/or regular meeting in any month without having

submitted a good reason (e.g. working a regular shift, illness, vacation). Monthly out-of-pocket expenses will cover attendance at Executive meetings, Summons meetings and General Membership meetings.

1**0.5 If you are required to leave your work location to attend union business-union pay you will be reimbursed the *in-town per diem while on union business* sums as set out in 10.1,** with the exception of the above listed in 10.4.

10.6 Local 47 will not pay any expenses to any member, when expenses are already being paid by another organization e.g. traveling, hotel and meal allowance.

10.7 Any union member who spends time overnight in a hospital or off work for one (1) week will receive an appropriate gift not to exceed fifty dollars ($50) on behalf of all the members.

10.8 Any member who suffers a loss of an immediate family member shall receive flowers or an equal donation to a charity of their choice, and a card.

ARTICLE XI. RETIREMENT and TERMINATION

11.1 S.A.P. funds (Strike Assistance Plan) shall be paid out, according to the formula below, to a member in good standing upon retirement or termination, so long as the member has completed five (5) years of service.

All retiring and terminating members hired before January, 1995, shall receive a payment of six hundred and sixty dollars ($660.00) plus five dollars ($5.00) per month from January 1, 1996 until they retire or terminate, unless there is another strike or lockout of CUPE Local 47 in their work career. All other retiring or terminating members will be prorated depending on their contributions to the S.A.P. Fund unless there is another strike or lockout of CUPE Local 47 in the future. The payment to retiring or terminating members is their contribution to the Local's S.A.P. Fund less funds used re: strike and/or lockout. No interest shall be paid on the above amounts, to any retiring or terminating member.

ARTICLE XII. FEES, DUES and ASSESSMENTS

12.1 (a) Initiation Fee

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 **Treasurer** and will be accompanied by an initiation fee of two dollars ($2.00) which shall be in addition to the monthly dues. The **Treasurer** shall issue a receipt. If the application is rejected, the fee shall be returned.

(b) Readmission Fee

The readmission fee shall be two dollars ($2.00).

(c) Non Payment of Dues and Assessments

A member who fails to pay dues and assessments for three (3) months is automatically suspended from membership. The suspension will be reported to the Executive Board by the **Treasurer**. The Executive Board will report all suspensions to the next membership meeting. The member may return to membership in good standing by paying a readmission fee and any other penalty set by the Local Union. The readmission fee cannot be less than the initiation fee of the Local Union.

A member who has been unemployed or unable to work because of sickness shall pay the readmission fee but may not be required to pay arrears.

12.2 Monthly Dues

(a) The monthly dues shall be two percent (2%) of gross earnings.
(b) Changes in the monthly dues, or the levying of any special assessments, can be affected only by following the procedure for amendment of these Bylaws (see Article 17.2).
(c) Notwithstanding the above provisions, if the CUPE Convention raises minimum fees and/or dues above the level therein established, these Bylaws will be deemed to have been automatically amended to conform to the new CUPE minima.

ARTICLE XIII. NOMINATION, ELECTION & INSTALLATION of OFFICERS & COMMITTEES

13.1 Nomination

(a) Nominations shall be received at the regular membership meeting held in the month of September. To be eligible for nomination a member shall have attended at least three (3), of the previous six (6) (unless for good reason) general membership meetings. Committee members will be exempt from their provision.
(b) No nomination shall be accepted unless the member is in attendance at the meeting or has allowed their name to be filed at the meeting, with their consent in writing, duly witnessed by another member.
(c) Members are entitled to accept a nomination for a position while holding office in any position. If successful in the election, their resignation from their current position will take effect at that time.
(d) Members who notify the union in advance of a General Membership meeting, that they will be working a regular shift at the time of the meeting shall be considered to have attended for the purpose of 13.1 (a).
(e) Nominees will accept or decline nomination the night of nominations.
(f) The President and Treasurer will be elected in alternate years to the Vice-President and Secretary.

(g) The Trustees shall be elected in alternate years in order to stagger the terms of the members.
(h) The Stewards shall be elected in alternate years in order to stagger the terms of the members.
(i) Stewards shall be nominated from the area in which they work.
(j) All positions are two (2) year terms unless otherwise specifically stated.

13.2 Elections

(a) An Elections Committee consisting of a Returning Officer and assistants shall conduct elections.
(b) The Elections Committee of a Local Union must include members who are neither officers nor candidates for office. They shall have full responsibility for voting arrangements, **either in-person or virtual,** and shall treat information submitted to it as confidential.
(c) The Executive Board shall determine the form of the ballot and **when the Executive Board opts to use physical ballots, it shall** ensure that sufficient quantities are made available in good time to the Returning Officer.
(d) The Election Committee shall be responsible for issuing, collection and counting **physical** ballots. **In the case of either in-person or virtual elections, t**hey must be scrupulously fair and impartial and see that all arrangements are unquestionably democratic.
(e) The voting shall take place at the regular membership meeting in the month of October. The vote shall be by secret ballot.
(f) Voting to fill one (1) office shall be conducted and completed, the recounts dealt with before balloting may begin to fill another office.
(g) A majority of votes cast shall be required before any candidate can be declared elected, and second and subsequent ballots shall be taken, if necessary, to obtain a majority. On the second and subsequent ballots the candidate receiving the lowest number of votes in the previous ballot shall be dropped. In the case of a final tie vote, the matter shall be put back to the membership for a re-vote.
(h) Any member may request a recount of the votes for any election, and a recount shall be conducted immediately if the request is supported in a vote by a majority of members attending the meeting.
(i) Those members who have accepted nomination(s), will be afforded the opportunity of speaking to the membership for no longer than five (5) minutes if they so desire.
(j) When two (2) or more nominees are to be elected to any office by ballot, each member voting will be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.

13.3 Installation

All duly elected officers shall be installed at the meeting at which elections are held.

13.4 By-Elections

Should an office become vacant pursuant to Article 8.6 of these Bylaws, or for any other reason, the resulting by-election should be conducted as closely as possible in conformity with Article 13.

ARTICLE XIV. DELEGATES

14.1 Except for the President's option [Article 9. L (h)] all delegates to conventions and conferences shall be chosen by the Executive at Executive meetings. At the General Membership meeting their Executive's recommendation will be put to the membership for their approval.

14.2 For all delegates to conventions, conferences, Committee meetings, seminars and schools held outside the City of Saskatoon the Local shall reimburse members according to Article X Out of Pocket Expenses.

ARTICLE XV. COMMITTEES

All Committee terms are two (2) years unless otherwise specifically designated. Committee nominations fall under Article 13.1 and will be held at the September general membership meeting of the applicable year. Elections will be held at the following October general membership meeting, in the event of no quorum at either meeting terms will be extended until nominations and elections can be held. In the event of a mid-term vacancy the executive may appoint Committee members until by-elections can be held.

15.1 Special Committees

Four (4) Special Committees shall exist. The composition of each Committee is fixed but may be reviewed by the membership by way of a motion made at any regular meeting and appropriately seconded. These Committees are:

(1) Negotiating Committee
(2) Grievance Committee
(3) Municipal Steering Committee
(4) Association of Civic Employees

15.2 Negotiating Committee

(a) Their Special Committee shall convene at least six (6) months prior to the expiration of the Local's Collective Agreement and automatically be disbanded when a new Collective Agreement has been signed. The Committee shall consist of at least the four (4) table officers (President, Vice-President, Treasurer, and Secretary) and other members established by the rules of Article 15.1 above.
(b) The function of their Committee shall be to prepare collective bargaining proposals and to negotiate a Collective Agreement.

(c) The CUPE Representative assigned to the Local shall be a non-voting advisor to the Committee, and shall be consulted at all stages; including formulating proposals, negotiating, and through to contract ratification by the membership.
(d) Other advisors to the Negotiating Committee shall be selected as necessary by the Committee to provide the necessary expertise at the bargaining table.

15.3 Grievance Committee

(a) The Committee shall be comprised of the four (4) Table Officers and the Chief Shop Steward. Their Committee shall process all grievances not settled at the initial stage and its reports shall be submitted first to the Executive Board, with a copy to the CUPE Representative, and then to a membership meeting. Grievances must be in writing on the forms provided by the National Office and be signed by the complainant or complainants, as provided for in the Collective Agreement. The Committee shall appoint its secretary from among its members.
(b) The Committee has the authority to decide if the grievance is acceptable and whether to process the grievance. The grievance shall proceed to the Arbitration Stage subject to approval by the Committee.
(c) If the Grievance Committee decides to withdraw the grievance, it will contact the grievor with written reasons for the decision. The grievor(s) may appeal the decision to an independent Appeals Committee comprised of executive member(s) not part of the Grievance Committee's decision. The Appeals Committee will advise the grievor(s) of its decision in writing with reasons.

15.4 Municipal Steering Committee (Saskatchewan Division CUPE)

(a) To consist of the four (4) Table Officers and the Chief Steward.
(b) The function of their Committee shall be to co-ordinate, as far as possible, bargaining strategy and to maintain a line of Communication on all matters considered in the best interest of the Local.

15.5 Association of Civic Employees (ACE)

(a) To consist of the President and one (1) other member appointed by the Executive.
(b) The function of their Committee shall be to act as liaison between Local 47 and all other civic Locals.

15.6 Standing Committees

(a) Unless otherwise specified, the chairpersons of standing Committees shall be elected or, with the approval of the membership, be appointed by the President. The Chairperson and the Executive Board may, with the concurrence of the membership, jointly appoint other members to serve on a Committee. The President and/or the Vice-President shall be a member, ex-officio, of any Standing Committee. The Standing Committees shall be as follows:

(i) Pension Benefits Committee
(ii) Blue Cross Benefits Committee

(**ii**i) Sick Bank Committee
(**iv**) Sick and Entertainment/**Social** Committee
(v) Occupational Health and Safety Committee
(vi) Employment Equity Committee
(vii) EFAP Board Member

15.7 Pension Benefits Committee

(a) To consist of one (1) member.
(b) Upon notification of vacancy either written or at a membership meeting, a second member shall be elected so that there is a training period involved.
(c) To be elected by the membership for a three (3) year term.
(d) Their person shall participate in discussions regarding improvements to the General Superannuation Plan and report to the membership to obtain directions for voting.

15.8 **Blue Cross Benefits Committee**

(a) To consist of five (5) members including two (2) Executive Board members and three (3) elected members-at-large.

(b) The function of their Committee shall be to participate in discussions regarding potential improvements to the Blue Cross benefits plan and to report and make recommendations to the membership on all substantive matters pertaining to the benefits plan for the purpose of voting.

15.**9** Sick Bank Committee

(a) To consist of one (1) member.
(b) This person is Local 47's representative on the joint Sick Bank Committee.

15.1**0** Sick and Entertainment/Social Committee

(a) To consist of the **Treasurer** and up to five (5) other members.
(b) This Committee has two (2) functions. Firstly, to arrange and conduct all social and recreational activities of the Local, either on the Committees own initiative, or as a result of decisions taken at membership meetings; and secondly to report sick and injured members to the executive.
(c) The **Treasurer** will be responsible for all finances.
(d) The Committee shall submit reports and proposals to the Executive Board and/or to the membership, as required.
(e) The Executive Board shall be held responsible for the proper functioning of their Committee.

15.1**1** Occupational Health and Safety Committee

(a) Each location; Meter shop, WTP, and WWTP to have its own OH&S committee made up of members from those work areas.
(b) Each Committee is made of no more than three volunteers and a co-chair elected from among the union members on the respective committee. In the

event an area does not have a volunteer, then other volunteers from the general members will be eligible to represent that area. If a position is not filled or becomes vacant the Executive shall appoint a member until the position can be filled.

(c) The co-chairs of the committees are to be elected by the union committee members on the respective committees every two (2) years on alternating years.

(d) The function of their Committee shall be to have continuing concern with respect to the health and safety of members of Local 47 in the workplace by:

(i) Promoting safe work procedures and environments so as to prevent illness and injury as a result of workplace factors.

(ii) Immediately bringing to the attention of the employer any workplace hazard that has the potential to cause members' illness or injury.

(iii) Working to eliminate all workplace hazards, be they physical, environmental, or social.

15.1**2** Employment Equity Committee

(a) To consist of two (2) members.

(b) To be working members on the Joint Union/City Employment Equity Committee.

(c) To deal with complaints of violations of the Saskatchewan Human Rights Code and work with the agency to their resolution.

(d) To investigate and handle complaints of discrimination and sexual harassment.

15.1**3** EFAP Board Member

(a) To consist of one (1) member

(b) The duties of the person include sitting on the Employee and Family Assistance Board of Directors and ensuring that compassion and confidentiality are maintained and that the program is fiscally sound.

ARTICLE XVI. STRIKE ASSISTANCE PLAN (S.A.P.) FUND

(a) All S.A.P. Funds shall be kept in an account separate from all other Union accounts.

(b) During a lock-out or strike the S.A.P. Fund will pay forty dollars **(**$40**)** per shift on picket line up to maximum of two hundred dollars ($200.00) per week, per member, until funds are exhausted.

(c) Members must be on the picket line or other strike Committee duties at least four hours per day to become eligible for S.A.P. pay.

(d) Members must be committed to providing full coverage on the picket lines or other strike Committees as decided by executive Committee.

ARTICLE XVII. AMENDMENT

17.1 These Bylaws are always subordinate to the CUPE Constitution (including Appendix "B") as it now exists or may be amended from time to time, and in the event of any conflict between these Bylaws and the CUPE Constitution the latter shall govern.

Constitutional interpretation, including determination of conflict, is the prerogative the National President.

17.2 These Bylaws shall not be amended, added to, or suspended except upon a majority vote of those present and voting at a regular or special membership meeting following seven (7) days' notice at a previous meeting and posting at the Meter, Water and Wastewater plants a summons, with agenda attached to the posting, or at least sixty (60) days written notice.

17.3 No change in these Bylaws shall be valid and take effect until approved by the National President of CUPE. The validity shall date from the letter of approval of the National President.

ARTICLE XVIII. AFFILIATIONS

In order to strengthen the labour movement and work toward common goals and objectives, Local 47 shall be affiliated to and pay per capita tax/affiliation fees to the following organizations:

18.**1** CUPE Saskatchewan;

18.**2** CUPE Sask. Municipal Employees Steering Committee (SMESC); and

18.**3** Association of Civic Employees (A.C.E).

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, language and ethnic origin.

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

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

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

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.

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

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

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

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

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

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

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

be applicable to the other parts of CUPE, done in consultation with the National President.

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

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

APPENDIX “C” - CUPE RULES OF ORDER

1. The President or, in their absence, the vice-president, shall take the chair at all membership meetings. In the absence of both the President and vice-president, the Secretary shall act as President, and in their absence a President Pro-tern 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. Chairpersons and movers of a resolution shall be limited to fifteen minutes, except with the consent of the meeting.

3. The President shall state every question coming before the Local, and before allowing debate there on, 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 to the main motion shall be in order.

6. On motion, the regular order of business may be suspended, by a two-thirds vote of those present, to deal with any urgent business.

7. All resolutions and motions other than those named in Rule 17, or those to accept or adopt the report of a Committee, shall, it 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 expect 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 to their 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 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 shall cease speaking until the point is determined; if it is decided he is in order, he 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 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 may in addition give a casting vote, or, if he 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 he 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 challenge the decision. 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 their challenge. The chairperson may then state briefly the basis for their 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. No member shall enter or leave a meeting during the reading of the minutes, the initiation of new members, the installation of officers, or the taking of a vote; and no member shall be allowed to leave without the permission of the Vice-President.

25. The Locals business and proceedings of meetings, are not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.

APPENDIX "D" - GRIEVANCE APPEAL PROCESS GUIDELINES:

Employees who have filed a grievance shall be provided the following information:

1. The decision of the Local;

2. The reasons for its decision;

3. The ability of the grievor to appeal the Local's decision to an Appeals Committee that consists of one (1) to two (2) Local 47 executive members who have not participated in the Local's initial grievance decision;

4. The names of members on the Appeals Committee, time and date of the Appeals Committee meeting and invitation to the Appeal hearing if the grievor so chooses;

5. A deadline for the grievor to advise the Local of attendance to the Appeal Hearing; and

6. The Appeal Committee Guidelines.

When a grievance is subject to appeal the Local shall advise the employer the grievance is in abeyance until the decision of the Appeals Committee is issued.

Appeal Committee Guidelines:

> The Appeal Committee is comprised of 1-2 CUPE Local 47 executive members in who have not participated in the Local's initial grievance decision. The Appeals Committee will review all information presented to it in consideration of the matter. The decision and reasons will be communicated in writing to the grievor and the Local. The decision of the Appeals committee is final and not subject to further Appeal. All information is strictly confidential and shall not be shared outside the Local executive or grievance committee.

Process:

> The Appeals Committee shall determine the length of time for the Appeals hearing and a date by which its decision will be issued, taking into account any additional time needed for investigation or fact finding.

Grievor (presents first):

> The grievor shall present their or their case or argument to the appeals Committee. The grievor may make written and/or oral submissions. Any documentation the grievor wishes the Appeals Committee to review shall be supplied to the Appeals Committee either in advance of the hearing or at the hearing.
>
> The Local and the Appeals committee members may ask clarifying questions of the grievor.

Local (presents second):

The Local shall present its rationale for the original decision to the Appeal Committee. The Local may make oral or written submissions. Any documentation the Local wishes the Appeals Committee to review shall be supplied to the Appeals Committee either in advance of the hearing or at the hearing.

The grievor and/or the Appeals Committee may ask clarifying questions.

hdldtg/cope491
https://cupe-my.sharepoint.com/personal/hdillabaugh_cupe_ca/Documents/Desktop/DRAFT_Bylaws_L_47_Water_Treatment_Plant_July_2022 (edited Sept 12, 2022).docx