



CUPE 8443
Saskatoon Public Schools

BYLAWS

**Approved by CUPE National Office
August 22, 2019**

TABLE OF CONTENTS

CUPE EQUALITY STATEMENT	2
PREAMBLE	3
SECTION 1 – NAME	3
SECTION 2 – OBJECTIVES.....	3
SECTION 3 – INTERPRETATION & DEFINITIONS.....	3
SECTION 4 – MEMBERSHIP MEETINGS	4
SECTION 5 – RULES OF ORDER	5
SECTION 6 – EXECUTIVE BOARD.....	5
SECTION 7 – OFFICERS.....	6
SECTION 8 – DUTIES OF OFFICERS & REPRESENTATIVES	6
SECTION 9 – STANDING COMMITTEES.....	15
SECTION 10 – DELEGATES TO CONVENTIONS, EDUCATIONALS & SEMINARS.....	17
SECTION 11 – MONTHLY DUES, ASSESSMENTS & FEES	17
SECTION 12 – AFFILIATIONS.....	18
SECTION 13 – RELEASE TIME.....	18
SECTION 14 – LOCAL EXPENSES.....	19
SECTION 15 – EDUCATION ASSISTANCE (WORKSHOPS, COURSES AND EXAMS) ..	25
SECTION 16 – CUPE LOCAL 8443 SCHOLARSHIPS	27
SECTION 17 – SOCIAL.....	28
SECTION 18 – NOMINATION, ELECTION & INSTALLATION OF EXECUTIVE BOARD ..	28
SECTION 19 – AMENDMENT	31
APPENDIX A – RULES OF ORDER.....	32
APPENDIX B – COMMITTEE GUIDELINES	36
APPENDIX C – RETIREMENT / LONG SERVICE RECOGNITION	40
APPENDIX D – CHECKLIST FOR DELEGATES	41
APPENDIX E – NEW MEMBER OBLIGATION.....	42
APPENDIX F – OATH OF OFFICE	42
APPENDIX G – CUPE CODE OF CONDUCT	43
APPENDIX H – OUT-OF-POCKET AND PER DIEM EXPENSE CHART	44

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.



MARK HANCOCK
National President



CHARLES FLEURY
National Secretary-Treasurer

PREAMBLE

In order to improve the social and economic welfare of its members without regard to sex, colour, race or creed, to promote efficiency in public employment and to manifest its belief in the value of unity of organized labour, this Local of the Canadian Union of Public Employees (hereinafter referred to as CUPE) has been formed.

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

SECTION 1 – NAME

The name of this Local shall be the Canadian Union of Public Employees, Local 8443.

SECTION 2 – OBJECTIVES

The objectives of the Local are to:

- a) Secure adequate remuneration for work performed and generally advance the economic and social welfare of its members and of all workers.
- b) Support CUPE in reaching the goals set out in Article II of the CUPE Constitution.
- c) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism.
- d) Encourage the settlement by negotiation and mediation of all disputes between the members and their employers.

SECTION 3 – INTERPRETATION & DEFINITIONS

3.01 Masculine and feminine gender pronouns have been incorporated throughout this bylaw document. If any gender pronouns within this document do not include both male and female, it is to be understood that both genders are to be included. Spouse is considered to be the member's life partner.

3.02 The financial year shall end on the thirty-first day of December each year.

SECTION 4 – MEMBERSHIP MEETINGS

4.01 Regular Meetings

- a) One regular meeting shall be held during the first week of the month, September to June. If a statutory holiday falls on the day of the general meeting, then a new date will be determined and advertised to the membership. The Executive Board shall give at least one (1) weeks' notice of any changes in the date of the regular membership meeting.
- b) A quorum for the transaction of business at any regular or special meeting, as per Section 4.02 shall be twenty (20) members, including at least five (5) members of the Executive Board.
- c) In the event that there is no quorum, the Executive is empowered to deal with necessary time sensitive business of the Union (e.g. cutoff date for convention registrations). Any decisions made by the Executive Board will be brought forward for ratification at the next membership meeting.

4.02 Special Membership Meetings

Special membership meetings may be ordered by the Executive Board or requested in writing by no fewer than twenty (20) members. The President shall immediately call a special meeting when so ordered or requested and shall see that all members receive at least twenty-four (24) hours' notice of the special meeting and the subject(s) to be discussed. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.

4.03 Order of Business

At the start of each executive and general membership, or special call meeting, the Equality Statement shall be read. (CUPE Constitution B.6.1)

The order of business at regular membership meetings shall be as follows:

1. Roll call of officers
2. Voting of new members and initiation
3. Reading of minutes of previous meeting
4. Matters arising out of the minutes
5. Secretary-Treasurer's report
6. Correspondence and bills
7. Executive Board report
8. Reports of committees and delegates
9. Nominations, elections or installations
10. Unfinished business

(Continued on next page)

11. New business
12. Good of the Union
13. Adjournment (Article B.6.1 CUPE Constitution)

4.04 Meeting Grace Period

Any meeting that requires quorum shall be delayed up to fifteen (15) minutes after proposed start time. If quorum has not been met, the meeting is cancelled. Informational items may be discussed; however, no business may be conducted by the general membership.

SECTION 5 – RULES OF ORDER

5.01 Indemnity Clause

This Bylaw shall cover Executive officers of Local 8443 only. CUPE Local 8443 shall pay the cost of:

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

5.02 All meetings of the Local shall be conducted in accordance with the basic principles of Canadian parliamentary procedure. Some of the more important rules to ensure free and fair debate are appended to these Bylaws as Appendix A. These rules shall be considered as an integral part of the Bylaws and may be amended only by the same procedure used to amend the Bylaws.

5.03 For situations not covered by Appendix A, the CUPE Constitution may provide guidance; but, if the situation is not dealt with there, *Bourinot's Rules of Order* shall be consulted and applied.

SECTION 6 – EXECUTIVE BOARD

6.01 The Executive Board shall consist of all officers except Trustees.

6.02 The Executive Board shall meet prior to the general meeting. The Executive Board shall meet monthly and set the times and dates of the executive meetings.

- 6.03** A majority of the Executive Board constitutes a Quorum.
- 6.04** The Executive Board shall hold title to any real estate of the Local as trustees for the Local. They shall have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposition to a membership meeting and having it approved.
- 6.05** All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution.
- 6.06** The Executive Board shall do the work delegated to it by the Local and shall be held responsible for the proper and effective functioning of all committees.
- 6.07** Executive and chairpersons are expected to attend all executive and general meetings. Should any Executive Board member fail to attend three consecutive Executive meetings or three consecutive general meetings without having submitted good and sufficient reasons for those absences to a table officer, his/her office shall be declared vacant and shall be filled by an election at the following membership meeting.

SECTION 7 – OFFICERS

- 7.01** The Officers of the Local shall be the President, Vice-President Chief Steward, Vice-President Communications, Recording Secretary, Secretary-Treasurer, up to ten (10) Stewards, Member Officer, three (3) Trustees and five (5) Chairpersons of committees. All officers shall be elected by the membership.
- 7.02** The Table Officers shall consist of the President, Vice-President Chief Steward, Vice-President Communications, Recording Secretary, Secretary-Treasurer and Member Officer.
- 7.03** Any officer of the Local who is issued a cash float, must balance and return the float to the Treasurer before leaving office for any reason.

SECTION 8 – DUTIES OF OFFICERS & REPRESENTATIVES

All signing Officers of Local 8443 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.

8.01 The President shall:

- a) Enforce the CUPE Constitution and these Bylaws.
- b) Preside at all meetings of the Local to preserve order.

- c) Decide all points of order and procedure (subject always to appeal of the membership).
- d) Have a vote on all matters (except appeals against his/her rulings).
- e) Keep a daily activity log which will be presented at Executive meetings.
- f) Provide the Secretary-Treasurer with monthly reports specifying time spent on Employer related activities for the purpose of invoicing the Employer for that time.
- g) Report to the Executive table officers any absences for sick leave or prior notice for vacation.
- h) Present monthly report to the Executive Board regarding presidential leaves.
- i) Provide Executive and membership with a written report each month detailing activities on behalf of the Union.
- j) Ensure that all officers perform their assigned tasks.
- k) Fill committee vacancies where elections are not provided for.
- l) Chair the Labour Management Committee and the Negotiating Committee and have privilege as ex-officio member to sit on all committees.
- m) Be responsible to actively promote the Local's goals and objectives.
- n) If required, be a signing authority for the Local and ensure that the Local's funds are used only as authorized or directed by the CUPE Constitution, Bylaws or vote of the membership.
- o) Receive all correspondence and ensure Local documents are filed accordingly.
- p) Perform all duties of any office should that officer be absent or incapacitated.
- q) Have first preference as a delegate to the CUPE National and/or Provincial Convention.
- r) Carry out all duties not specified in these Bylaws in accordance with the CUPE Constitution.

- s) Attend educational opportunities to enhance their executive position.
- t) On termination of office, surrender all books, seals and other properties of the Local to his/her successor.
- u) Be responsible for new member orientations or assign this responsibility to another member of the executive.

8.02 Vice-Presidents

The Vice-President Communications shall:

- a) Perform all duties of the President if the President is absent or incapacitated.
- b) Become Acting President until a new President is elected if the office of the President falls vacant.
- c) Be a member of the Labour Management Committee.
- d) Be responsible for the coordination and distribution of any information communicated through the mediums of email, print, telecommunications, television, and public relations.
- e) Be responsible for website management of Local.
- f) Be responsible for coordination of all Union Site Representatives.
- g) Ensure Local documents are filed according to accepted practices.
- h) Render assistance to any member of the Executive as directed by the Executive Board.
- i) Be a signing authority for the Local if required.
- j) Carry out all duties not specified in these Bylaws in accordance with the CUPE Constitution.
- k) Attend educational opportunities to enhance their executive position.
- l) On termination of office, surrender all books, seals and other properties of the Local to his/her successor.

The Vice-President Chief Steward shall:

- a) Hold the position of Chief Steward and oversee the Steward Committee.
- b) Perform all duties of the President if the President and Vice-President Communications are absent or incapacitated.
- c) Become Acting President and Acting VP Communications until a new President and VP Communications are elected if the offices of the President and VP Communications fall vacant.
- d) Sit on the Labour Management Committee and the Negotiating Committee.
- e) Ensure Local documents are filed according to accepted practices.
- f) The Chief Steward shall prepare a report on the status of all grievances to be submitted to the Executive Board, the National Representative and the membership meeting.
- g) Render assistance to any member of the Executive as directed by the Executive Board.
- h) Be a signing authority for the Local if required.
- i) Carry out all duties not specified in these Bylaws in accordance with the CUPE Constitution.
- j) Attend educational opportunities to enhance their executive position.
- k) On termination of office, surrender all books, seals and other properties of the Local to his/her successor.

8.03 The Secretary-Treasurer shall:

- a) Receive all revenue, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union; prepare all CUPE National per capita tax forms and other affiliation fees and remit payments monthly.

- b) Be responsible for keeping all financial accounts of the Local Union and for maintaining correct and proper accounts of all its members. Maintenance of the financial accounts of the Local Union shall require that the Secretary-Treasurer, throughout his/her term, and on behalf of the Local Union membership, be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or vouchers for every disbursement made, receipts for all money sent to CUPE Headquarters, as well as records and supporting documents for all income received by the Local Union.
- c) Pay no money unless supported by a voucher duly signed by the president or another member of the Executive, except that no voucher shall be required for payment of per capita taxes to an organization to which the Local is affiliated.
- d) Record all financial transactions in a manner acceptable to the Executive Board utilizing the current union computerized accounting program.
- e) Be a signing authority for the Local.
- f) Be bonded for not less than five-hundred dollars (\$500) (or any greater amount as may be decided at a membership meeting, the amount of cash and cheques handled by the Secretary-Treasurer) through the master bond held by the National Office. Any Secretary-Treasurer who cannot qualify for a bond will be disqualified from office.
- g) Be empowered, with the approval of the Executive, to employ necessary accounting assistance that will be paid for out of the Local's funds.
- h) Submit the Local's books and records to the Trustees for audit at least once each calendar year, in addition to providing all books, records, invoices, other supporting documents, and original bank statements. Must also furnish the Trustees with a letter from the bank(s) where the funds of the Local Union are deposited, attesting to the amount to the credit of the Local Union at such bank(s). The Secretary-Treasurer must, within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees.
- i) Regularly make a full financial report to meetings of the Local's Executive Board, as well as a written financial report to each regular membership meeting, detailing all income and expenditures for the period.
- j) Provide special financial reports upon request.
- k) Notify the executive of any members who are two months or more in arrears.

- l) Sit on the Budget Committee to compile and present an annual budget to membership for approval.
- m) Carry out all duties not specified in these Bylaws in accordance with the CUPE Constitution.
- n) Attend educational opportunities to enhance their executive position.
- o) On termination of office, surrender all books, seals and other properties of the Local to his/her successor.
- p) 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.
- q) Register and submit payment for all members elected to attend conventions, seminar, and educationals.

8.04 The Recording Secretary shall:

- a) Keep full, accurate and impartial account of the proceedings of all regular or special membership and Executive Board meetings. These records must also include a copy of the full financial report (Executive Board meetings) and the written financial report (membership meetings) presented by the Secretary-Treasurer. The record will also include Trustees' reports.
- b) Prepare a synopsis of general membership meetings for distribution.
- c) Record all alterations in the Bylaws and forward changes to CUPE National for approval.
- d) Answer correspondence and fulfill other secretarial duties as directed by the Executive Board.
- e) File a copy of all letters sent out and keep on file all communications.
- f) Preside over membership and Executive Board meetings in the absence of the President and the Vice-President Communication and the Vice-President Chief Steward.
- g) Carry out all duties not specified in these Bylaws in accordance with the CUPE Constitution.
- h) Attend educational opportunities to enhance their executive position.

- i) On termination of office, surrender all books, seals and other properties of the Local to his/her successor.

8.05 The Member Officer shall:

- a) Guard the inner door at membership meetings and admit no one but members in good standing or officers and officials of CUPE, except on the order of the President and by consent of the members present.
- b) Assist in maintaining the record of membership attendance at meetings and provide copies to the Recording Secretary and Secretary-Treasurer in June and December.
- c) Attend educational opportunities to enhance their executive position.
- d) Perform such other duties as may be assigned by the Executive Board from time to time.
- e) On termination of office, surrender all books, seals and other properties of the Local to his/her successor.

8.06 The Stewards shall:

- a) Generally know and police the Collective Agreement and provincial or federal legislation affecting labour and a particular job.
- b) Attend scheduled Steward meetings.
- c) Provide communication and information between the members and the Vice-President Chief Steward, and from the Executive to the members, including distribution of union literature.
- d) Prepare a monthly report for the Chief Steward.
- e) Welcome members and encourage their participation in union activity.
- f) Maintain contact with members to provide ongoing union awareness and education.
- g) Attend educational opportunities to enhance their executive position. There is an expectation that the training introduction to Stewarding should take place within six (6) months of being elected to the position.
- h) Define, detect, prepare and help present grievances at the initial level.

- i) On termination of office, surrender all books, seals and other properties of the Local to his/her successor.

8.07 The Site Representatives shall:

- a) Provide communication to and from the Vice-President Communication and members in the workplace, including the distribution of Union literature and newsletters.
- b) Maintain the Local's Communication Binder and/or Bulletin Board as necessary.
- c) Encourage members to be active participants in the Local's meetings and social functions.
- d) Attend educational opportunities to enhance their union position.
- e) On termination of office, surrender all books, seals and other properties of the Local to his/her successor.

8.08 The Trustees shall:

- a) Be duly elected by the membership to a three (3) year term as laid down in Article B.2.4 of the CUPE Constitution. There shall be three (3) Trustees, with one (1) vacancy to be filled at each year's election.
- b) 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 Standing Committees semi-annually.
- c) Make a written report of their findings to the first membership meeting following the completion of each audit after which they may submit an expense voucher.
- d) At the completion of their 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.

- e) Send a copy of the completed audit report (on the prescribed form provided by the National Secretary-Treasurer), as well as a copy of their report to the Local Union membership along with a copy of their recommendations and/or concerns to the President and Secretary-Treasurer and the Secretary-Treasurer's response, to the National Secretary-Treasurer of the Canadian Union of Public Employees, with a copy to the assigned servicing representative.
- f) Be responsible to ensure that monies are not paid out without proper constitutional or membership authorization.
- g) Ensure that proper financial reports are made to the membership.
- h) Audit the record of attendance of executive and committee meetings.
- i) 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.
- j) Use audit forms supplied by the National Office and send a copy of each semi-annual audit (January to June / July to December) to the National Secretary-Treasurer in accordance with the provisions of the CUPE Constitution.
- k) Attend educational opportunities to enhance their executive position.
- l) On termination of office, surrender all books, seals and other properties of the Local to his/her successor.

8.09 The Committee Chairpersons shall:

- a) Sit as a member of the Executive Board and as such, attend meetings of the Executive Board.
- b) Receive any correspondence on behalf of the committee and deliver the reports of the committee to the Board and Membership.
- c) Prepare and submit a budget for all committee expenses and activities.
- d) Ensure all committee guidelines are adhered to.
- e) Submit, at the next general membership meeting, a brief written report including date, time, committee members in attendance and financial information from committee meetings. The recording secretary shall file the report with the minutes of the general membership meeting.

- f) On termination of office, surrender all books, seals and other properties of the Local to his/her successor.

SECTION 9 – STANDING COMMITTEES

Chairpersons of committees, with the exception of the Labour Management Committee, Negotiating Committee and the Negotiating Steering Committee, shall be elected as per Section 18 by majority vote at a general meeting. Elected chairs cannot hold another executive position and shall be considered officers of the Executive Board. (CUPE Constitution B.2.4)

Committee guidelines are found in Appendix B.

9.01 Education Committee

Shall be comprised of an elected Chair and up to eight (8) other members with preference given to include representation from different classifications.

9.02 Labour Management Committee

Shall be comprised of the President, Vice-President Chief Steward, and Vice-President Communications, Recording Secretary and up to two (2) other members appointed by the executive. Appointed members to be selected at the first Executive Board meeting of each new school year.

9.03 Negotiating Committee

- a) Shall be comprised of the President (chair), Vice-President Chief Steward, VP Communications and Recording Secretary and up to two (2) elected members who will sit at the bargaining table.
- b) The CUPE Representative assigned to the Local shall be a non-voting member of the Committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.
- c) There will be a Negotiating Steering Committee comprised of a member of the Executive as Chairperson and up to five (5) members who shall be appointed by the executive to ensure representation from as many job classifications as possible.

9.04 Occupational Health & Safety Committee

Shall be comprised of two (2) members including the elected Chair.

9.05 Pension & Benefits Committee

Shall be comprised of four (4) members including the elected Chair.

9.06 Scholarship Committee

Shall be comprised of up to four (4) members plus the elected Chair. In the event that a committee member's child or grandchild submits an application, that member will remove herself / himself from the selection process due to a conflict of interest. Scholarship applications will be kept on file with the Scholarship Chairperson for five (5) years. These documents and all confidential information contained within shall be secure and shredded after five (5) years.

9.07 Steward Committee

Shall be comprised of the Vice-President Chief Steward and elected Stewards.

Regular Steward Committee meetings will be scheduled once a month during the school year and called by the Chief Steward during July and August if necessary. This committee will also review and determine the processing of grievances. Quorum must be met when decisions are made on not advancing grievances. Quorum is determined by a majority of attendance.

If the decision is made not to proceed with a grievance, the grievor(s) shall be notified by email and may appeal the decision to the Executive Board.

The Chief Steward shall prepare a report on the status of all grievances to be submitted to the Executive Board, the National Representative and to the membership meeting.

9.08 Social Committee

Shall be comprised of the elected chair and four (4) other members and will follow guidelines found in Appendix B.

9.09 Special Committees

A special Ad Hoc Committee (i.e. Bylaws, Provincial Bargaining, etc.) may be established for a specified purpose and period by the membership at a meeting. The members shall be elected at the same or another membership meeting or may, by specific authorization of the membership, be appointed by the President and Executive Board. Two (2) members of the Executive Board may sit on any special committee as "ex-officio" members.

SECTION 10 – DELEGATES TO CONVENTIONS, EDUCATIONALS & SEMINARS
(See Appendix D for Checklist for Delegates)

- 10.01** Except for the President's option (Section 8), all delegates to conventions, educationals and seminars shall be chosen by election at membership meetings, subject to qualifications under Section 18.01b).
- 10.02** Registration fees for conventions, educationals and seminars shall be paid by the Local.
- 10.03** When more than one member is attending the same function, car-pooling will be used whenever possible.

10.04 Attendance at Conventions, Educationals and Seminars:

- a) Members representing the Local at National Convention and/or week-long educationals must be a member in good standing.
- b) Upon return from any convention, educational or seminar, the expectation will be that the member will use the knowledge gained for the benefit of the Local and that a verbal and written report will be presented at the next general meeting.
- c) Members attending Conventions, Educationals, and Seminars are expected to attend all scheduled business and observe the CUPE National Equality Statement and Code of Conduct during the release time. (See APPENDIX G)

SECTION 11 – MONTHLY DUES, ASSESSMENTS & FEES

- 11.01** Monthly dues shall be one and one-half percent (1.5%) of the gross monthly salary.
- 11.02**
- a) Changes to the regular monthly dues may be amended at a regular or special membership meeting. 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.
 - b) 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 Secretary-Treasurer. The Executive Board will report all suspensions to the next membership meeting. The member may return to membership in good standing by paying a readmission fee and any other penalty set by the Local Union. The readmission fee cannot be less than the initiation fee of the Local Union.

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

11.03 There will be a one-dollar (\$1) initiation fee charged for all new members of Local 8443; members requesting re-admittance to the Local shall be charged a re-admittance fee of one dollar (\$1), as per Article B.4.1 of the CUPE Constitution.

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

11.05 Special assessments may be levied in accordance with Article B.4.2 of the CUPE Constitution.

11.06 Picket Line Solidarity

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

SECTION 12 – AFFILIATIONS

12.01 The Local affiliates with the following labour organizations:

- CUPE Saskatchewan
- CUPE Saskatchewan Education Workers' Steering Committee
- Saskatchewan Federation of Labour (SFL)

12.02 The Local will review the affiliations to Labour Organizations annually at the end of the calendar year to determine whether such affiliations fit the needs of the Local.

SECTION 13 – RELEASE TIME

13.01 Upon the Employer granting a leave of absence for the President or alternate of the Local, the President or alternate shall be granted release time to conduct the business of the Local and its affairs.

The amount paid to the President or alternate will be based on the salary grid and classification of the President or alternate and agreed percentage of release time.

- 13.02** Upon the selection of a new President or alternate, the outgoing President and incoming President shall both be granted one (1) week of overlap release time where possible to ensure the smooth transition of duties and the office.
- 13.03** Upon the selection of a new Secretary-Treasurer, the outgoing Secretary-Treasurer and incoming Secretary-Treasurer shall both be granted up to two (2) days of release time where possible to ensure the smooth transition of duties and the books. (renumbered below)
- 13.04** Any Executive member granted permission to represent the Local on Union business by the Executive Board, and who has been granted leave under the appropriate article of the Collective Agreement, shall suffer no loss of pay or benefits. Such pay, as necessary, shall be reimbursed to the employer.

SECTION 14 – LOCAL EXPENSES

- 14.01** Except for payments covered by these Bylaws, all grants and contributions or expenses to a member or any cause shall be approved prior to payment by the membership. Any request being made of the Union shall be made in writing. Should the grant or contribution be in excess of four-hundred dollars (\$400), it shall be noted in the agenda which will be shared with the membership by email and on the CUPE Local 8443 webpage at least twenty-four (24) hours in advance of the general or special meeting.

14.02 Out-of-Pocket Expenses

Expense vouchers are available from the Secretary-Treasurer or on the CUPE Local 8443 website. Members are encouraged to keep receipts and a copy of their expense forms for out-of-pocket expenses for personal income tax purposes.

All expense forms for the current year must be submitted by December 31.

The following out-of-pocket expenses shall be paid the last day of the claim period providing the Reimbursement for Expense Form is submitted to the Local's Secretary-Treasurer.

- a) Out-of-Pocket Expense Allowance (added for formatting purposes)
 - i) Executive or Committee members required to attend to the Local's affairs or meetings of the Local, including committee meetings, special meetings or those with the Saskatoon Public Schools, shall be issued an expense allowance of twenty (\$20) dollars per meeting. It is understood that these twenty (\$20) dollars is to cover expenses such as parking and mileage, etc.
 - ii) Where a meeting takes up a significant portion of the day [over four (4) hours] an expense allowance of thirty (\$30) dollars shall be paid. It is understood that these thirty (\$30) dollars is to cover expenses such as parking and mileage, etc. (renumbered below)
 - iii) It is understood that if the Local is paying for release time to attend the meeting, the expense allowance will not apply, however, the member may submit an Out-of-Pocket Expense Voucher for actual costs, such as mileage, parking, etc. Mileage will be paid from work location.
 - iv) Any member on approved union leave where costs are incurred, other than for a general membership meeting, may submit an Out-of-Pocket expense voucher to the Secretary-Treasurer for actual costs of expenses such as mileage, parking, etc.
 - v) It is understood that multiple meetings or consecutive meetings, held at the same location on the same day, are entitled to only one expense allowance.

See Chart in APPENDIX H

- b) The President shall be entitled to the privileges under Section 14.02 a) and shall receive three-hundred dollars (\$300) every three (3) months.
- c) The two Vice-Presidents shall each receive three-hundred dollars (\$300) every three (3) months and be entitled to the privileges under Section 14.02 a).
- d) The Secretary-Treasurer and Recording Secretary shall each receive four-hundred dollars (\$400) every three (3) months and be entitled to the privileges under Section 14.02 a).
- e) The Member Officer, shall receive fifty dollars (\$50) every six (6) months and be entitled to the privileges under Section 14.02 a).

- f) The Wellness Member, Occupational Health and Safety Chair and Scholarship Chair, shall receive fifty dollars (\$50) every six (6) months and be entitled to the privileges under Section 14.02 a).
- g) The Stewards shall each receive fifty dollars (\$50) every six (6) months and be entitled to the privileges under Section 14.02 a).
- h) Local 8443 Trustees shall each receive fifty dollars (\$50) upon completion of an audit and be entitled to the privileges under Section 14.02 a).
- i) The Social Committee Chair shall receive two-hundred dollars (\$200) every six (6) months and be entitled to the privileges under Section 14.02 a).
- j) The Pension and Benefits Chair, and the Professional Development/Education Committee Chair shall receive one-hundred dollars (\$100) every six (6) months and be entitled to the privileges under Section 14.02 a).
- k) Each member of the Social and Professional Development/Education Committees shall receive thirty dollars (\$30) per event for the Local's planned events; the member must work at these events in order to receive the expense allowance. It is understood that this time will be outside of the members regular scheduled working hours. Social Committee members shall be entitled to the privileges under Section 14.02 a).

l) Executive Out-of-Pocket Expense Chart:

POSITION	AMOUNT
<ul style="list-style-type: none"> ▪ President ▪ Vice-President Chief Steward ▪ Vice-President Communications 	\$300 / 3 months
<ul style="list-style-type: none"> ▪ Secretary-Treasurer ▪ Recording Secretary 	\$400 / 3 months
<ul style="list-style-type: none"> ▪ Member Officer ▪ Stewards 	\$50 / 6 months
Trustees (3)	\$50 upon completion of audit

POSITION	AMOUNT
Social Committee Chair	\$200 / 6 months
<ul style="list-style-type: none"> ▪ Social Committee Members ▪ PD/Education Committee Members 	\$30 / event
<ul style="list-style-type: none"> ▪ Pension & Benefits Chair ▪ PD/Education Chair 	\$100 / 6 months
<ul style="list-style-type: none"> ▪ Wellness Member ▪ Occupational Health and Safety Chair ▪ Scholarship Chair 	\$50 / 6 months

14.03 Reimbursement of Expenses

- a) A member attending a Union approved Convention, Educational, Conference, Seminar/Delegated meeting will not suffer a loss or change in salary. The union shall reimburse the Employer for wages and benefits as per the relevant Collective Agreement.
- b) The Local will reimburse babysitting expenses up to twenty dollars (\$20) per Union meeting attended outside of the member's regular work hours, provided an expense voucher is submitted with receipt. Receipts cannot be from a spouse.
- c) Reimbursement of expenses shall be included on the financial statements.

14.04 Delegate Expenses

- a) A member attending a Union approved convention, educational, conference, seminar / delegated meeting will not suffer a loss or change in salary. The Union shall reimburse the Employer for wages and benefits as per the relevant Collective Agreement.

- b) All delegates elected to attend Union affairs or attend schools outside the City of Saskatoon, and if a private vehicle is used (three members per car), shall be reimbursed transportation costs as per the Saskatoon Public Schools' rates per kilometer and must be submitted for reimbursement using the Expense form. Should public transportation be necessary, it shall be paid at economy, tourist or coach rates.
- c) Accommodation shall be paid by the Union and may be paid directly by the Union or submitted to the Secretary-Treasurer for reimbursement using an Expense Form.
- d) To ensure fiscal responsibility and continuity, the person(s) with approved Union release time will be responsible for booking accommodation for members attending conventions, educationals, seminars / delegated meetings. Once the accommodation has been confirmed, the Secretary-Treasurer needs to be informed so that payment of accommodation can be processed.
- e) Delegates attending Union approved conventions, educationals, conferences, seminars / delegated meetings will receive expense allowance as follows:
 - i. **Locally** - A thirty-dollar (\$30) expense allowance per delegate per day shall be paid and covers expenses such as mileage and meals.
 - ii. **Provincially** - A sixty-dollar (\$60) expense allowance per delegate per day shall be paid and covers expenses such as parking, meals, personal phone calls, etc. Accommodation expense, if not pre-paid by the Union, and/or mileage must be submitted on the Expense Form.
 - iii. **Out-of-Province** - A one-hundred dollar (\$100) expense allowance per delegate per day shall be paid and covers expenses such as meals, personal phone calls, etc. Accommodation expense, if not pre-paid by the Union, must be submitted on the Expense Form.
 - iv. In instances where paid parking, transportation to and from hotel or a parking pass, is required to attend conventions, educationals, conferences, and seminars, then such costs shall be paid over and above delegate per diems, receipts to be submitted to the Secretary-Treasurer.

- f) Members entitled to an expenses allowance for conventions, educational, seminars, etc., shall receive their monies before the commencement of said event, provided the expense forms have been submitted to the Secretary-Treasurer in time to issue the allowance before the event. Expense forms may need to be submitted upwards of ten (10) days in advance of the event in order to receive the allowance in a timely manner.
- g) Members who receive per diems for attendance at conventions, educationals and seminars shall reimburse the Local if they are unable to attend.

See Chart in APPENDIX H

14.05 Prepaid Union Credit Card

- a) A credit card will be issued to the Local and shall be used for booking transportation and accommodation expenses for members attending conventions, educational, conferences, seminars / delegated meetings. The credit card may be used for meal expenses when the union executive or members of its committees are required to conduct union business over a meal break or mealtime period. The credit card shall be issued to the President and Secretary-Treasurer and shall be kept secure at all times.
- b) The credit card may be used for the purposes of paying for expenses for union social events provided both the card holder and the social chair are present when the expenses are incurred, and provided that the expenditures fall under the provisions of Appendix B – #8 – Social Committee.
- c) The card holder, upon leaving office, must facilitate the process of transferring the credit card authority to the incoming officer.

14.06 Cash Floats

- a) The member in charge of purchasing refreshments for general meetings will be issued a cash float of two-hundred dollars (\$200) for said purpose. Receipts for all purchases will be provided with an expense form and submitted to the Secretary-Treasurer before receiving a new float or top-up amount.
- b) Any officer of the Local who is issued a cash float, must balance and return the float to the Secretary-Treasurer before leaving office for any reason.

- c) The President shall be allowed necessary funds, not to exceed four-hundred dollars (\$400) monthly, to reimburse himself/herself or any officer for expenses, supported by expense vouchers, incurred on behalf of the Local.

14.07 Clerical Assistance

The Local may employ necessary clerical assistance by passing a motion at a general membership meeting. The cost of such assistance shall be paid out of Union funds.

14.08 Good of the Union / Wellness

An appointed Wellness Coordinator, when notified, is responsible for administering acknowledgements.

- a) In the case of serious illness of a member or death of an immediate family member, or in the case of serious illness or death of administrative staff or School Board Trustee, an appropriate card will be sent.
- b) In the event of the death of a member or a member's spouse or child, a memorial donation of fifty dollars (\$50) will be made to a family specified charity or to the Saskatoon Preschool Foundation.

14.09 Charitable Donations / Union Based Donations / Farewell Gifts

The Executive shall set a budget each January stipulating a maximum limit for donations or gifts. Exceptions may be made in writing and by motion at a general membership meeting.

SECTION 15 – EDUCATION ASSISTANCE (WORKSHOPS, COURSES AND EXAMS)

- 15.01** CUPE Local 8443 will provide education assistance for the purpose of attending workshops, courses or educational for its members in the total amount of three-thousand dollars (\$3000) per year.

Monies not used by the end of the year of the original three-thousand dollars (\$3000) will remain part of the Union Treasury. The following year will begin with the initial amount of three-thousand (\$3000) offered to members as outlined in 15.02 and 15.03.

Should the amount of the allocated three-thousand (\$3000) be exhausted for that year, additional applications for education assistance will be considered on a case-by-case basis. For the purposes of this bylaw, a year shall be defined as a calendar year (January 1 to December 31).

15.02 The terms and conditions under which monies will be awarded are:

- a) That the workshop or course be directly related to the member's job.
- b) That the applicant must have successfully completed the workshop, course or exam.
- c) That the applicant must first have applied for reimbursement from the School Division's Professional Development Fund / Tuition Assistance Fund and have been declined or partially declined the total cost of the workshop, course or exam.
- d) That the registration or cost of attending the workshop, course or exam be reimbursed to the applicant up to a maximum of two-hundred and fifty dollars (\$250).
- e) When workshops, courses or exams are attended out of town, receipts for accommodation and mileage will be considered.
- f) That a member may apply for one (1) reimbursement per year for a workshop, course or exam.
- g) That the applicant must be in good standing with the Local (B.8.3 as defined under the CUPE Constitution as having membership fees paid to date).
- h) That the application for assistance be submitted within six (6) months of completion of workshop, course or exam.

15.03 The following information must be submitted in person to the Recording-Secretary at a general meeting. Under exceptional circumstances, when a member is unable to attend any general membership meetings within the six (6) month period, that member may request an executive member submit his/her application to the executive for approval to be presented at the next general membership meeting.

- a) Letter of application.
- b) Copy of the applicable Saskatoon Public Schools (SPS) form for Professional Development Funds as approved or denied by SPS.

- c) A photocopy of the original receipt, initialled by the requesting member.
- d) Any additional receipts or invoices must be submitted with the request for funds.
- e) Where applicable, proof of successful completion of workshop, course, exam or educational is requested.
- f) Application to be approved by the general membership at a general meeting.

SECTION 16 – CUPE LOCAL 8443 SCHOLARSHIPS

Criteria

CUPE Local 8443 Scholarships are intended for students and members wishing to further their education. Consideration will be given to essay content, academic standing, school and community activities.

Applications will be completed and returned to the CUPE Local 8443 Scholarship Committee by September 30.

Each application will include an original, five-hundred (500) word essay on a topic such as "Unions and Unionism". Applicants can reapply in subsequent years; however, they must submit a new essay each year.

In the event the scholarship intended for a current CUPE member is not awarded, an additional scholarship will be granted to a child or grandchild of a CUPE member to attend post-secondary education.

16.01 Four (4), one-thousand dollar (\$1,000) scholarships will be offered to CUPE Local 8443 children or grandchildren to attend any post-secondary institution.

16.02 Two (2), one-thousand dollar (\$1,000) scholarships will be offered to any Saskatoon Public Schools' student with the criteria that the scholarship must be used to attend a trade or technical school only.

16.03 One (1), one-thousand-dollar (\$1,000) scholarship awarded to a current CUPE Local 8443 member to upgrade their education in a full-time post-secondary institution.

16.04 Monies not used by the end of the year of the originally allocated seven-thousand dollars (\$7,000) will remain part of the Local's Treasury. The following year will begin with the initial amount of seven-thousand dollars (\$7,000) offered to members as discussed in the above criteria.

Screening

A Scholarship Committee will screen applicants and award the scholarships to the successful candidates applying set criteria.

In the event that a Scholarship Committee member's child or grandchild submits an application, that member will remove herself/himself from the selection process due to a conflict of interest.

SECTION 17 – SOCIAL

Social events shall conform to the guidelines outlined in Appendix B.

SECTION 18 – NOMINATION, ELECTION & INSTALLATION OF EXECUTIVE BOARD

18.01 Nomination

- a) First and second call for nominations shall be received at the April general membership meeting, with third and final call for nominations and elections held in May.
- b) To be eligible for nomination, a member must be a member in good standing. No nomination shall be accepted unless the member is in attendance at the meeting or has allowed to be filed his/her consent in writing at the meeting, duly witnessed by another member.

18.02 Elections

- a) Elections shall be conducted in the month of May. The vote shall be by secret ballot.
- b) Prior to, or on Election Day, the President shall appoint an Election Committee consisting of a Returning Officer and assistant(s). The Committee shall include members of the Local who are neither officers nor candidates for office.

- c) The Election Committee shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential.
- d) The Executive Board shall determine the form of the ballot and ensure that sufficient quantities are made available, in good time, to the Returning Officer.
- e) The Returning Officer shall be responsible for issuing, collecting, and counting ballots. He/She must be fair and impartial and see that all arrangements are unquestionably democratic.
- f) Voting to fill one office shall be conducted and completed, and recounts dealt with, before balloting may begin to fill another office.
- g) A majority [fifty percent (50%) plus one (1)] 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.
- h) In the event of a tie vote, a second and subsequent ballot(s) will be taken if necessary until a candidate receives a majority of votes cast and can be declared elected. In the event the tie vote persists, subsequent ballots may be deferred to the next membership meeting.
- i) When two or more nominees are to be elected to any office by ballot, each member voting shall be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.
- j) Any member may request a recount of the votes for any election and a recount shall be conducted if the request is supported in a majority vote of the members present.

18.03 Installation of Officers

- a) All duly elected officers shall be installed at the meeting at which elections are held and shall continue in office for the length of term as indicated in Section 18.02 and Section 18.03 or until a successor has been elected and installed, provided however, that no term of office, except for Trustees, shall exceed two (2) years.

- b) The incumbent executive will meet with the newly elected executive prior to the next executive meeting to apprise them of their roles and positions and to assist in the smooth transition of duties to new executive. The newly elected executive member(s) will assume duties immediately following their election and at that time they will receive all books, papers, union possessions, etc. from former executive.
- c) An elected member may sit on up to three (3) committees.
- d) The positions of President, Vice-President Chief Steward, the Recording Secretary and the Chairpersons of the Pension & Benefits and Scholarship Committees shall be two (2) year terms elected in a year with an even number.
- e) Positions of Vice-President Communications, Secretary-Treasurer, Member Officer, and the Chairpersons of the Education, Occupational Health and Safety, and Social Committees shall be two-year terms elected in a year with an odd number.
- f) The terms of office for Trustees shall be as laid down in Article B.2.4 of the CUPE Constitution.
- g) Elected stewards shall serve a two (2) year term.
- h) Appointed committee positions, where an election is not provided, shall serve a one (1) year term.
- i) Upon completion of the election, the newly elected Officers and Executive Board members shall come forward and repeat the Oath of Office as noted in Appendix F.

18.04 By-elections

- a) Should an office fall vacant pursuant to Section 6.07 of these Bylaws or for any other reason, the resulting by-election should be conducted as closely as possible in conformity with said section.
- b) Stewards may be elected through a by-election should a resignation of a steward create a vacancy.
- c) Where non-executive committee vacancies occur, the President, by direction of the Executive Board, will assign positions on these committees.

SECTION 19 – AMENDMENT

- 19.01** These Bylaws are always subordinate to the CUPE Constitution as it now exists or as amended from time to time. In the event of any conflict between these Bylaws and the CUPE Constitution interpretation, the latter shall govern. Constitution interpretation, including the determination of conflict, is the prerogative of the National President.
- 19.02** These Bylaws shall not be amended, or suspended except upon a majority vote of those present and voting at a regular meeting or special meeting following written notice given at a previous membership meeting.
- 19.03** Additional bylaws, or amendments to these Bylaws, may be incorporated by a majority vote at a regular meeting, or at a special meeting called for that purpose, provided that at least seven (7) days' notice at a previous meeting or at least sixty (60) days written notice has been given and further provided that such bylaws do not conflict with the CUPE Constitution (B.5.1).
- 19.04** No change or addition to 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. Such approval shall not be withheld unless there is a conflict with the CUPE Constitution, and further that a decision on this matter shall be rendered within ninety (90) days.

APPENDIX A – RULES OF ORDER

All meetings of the Local Union will be conducted in accordance with the basic principles of Canadian parliamentary procedure. Some of the more important rules to ensure free and fair debate are appended to these bylaws as Appendix A. These rules shall be considered as an integral part of the bylaws and may be amended only by the same procedure used to amend the bylaws.

In situations not covered by these Rules of Order, the CUPE National Constitution may provide guidance, but, if the situation is not dealt with there, *Bourinot's Rules of Order* shall be consulted and applied.

1. The President will be the Chairperson at all membership meetings. In the absence of the President, the Vice-President will be the Chairperson at the membership meeting. In the absence of the President and Vice-President, the Recording Secretary will be the Chairperson at the membership meeting. In the absence of the President, Vice-President and Recording Secretary, members at the membership meeting will select a Chairperson by majority vote. Quorum rules must be met.
2. Members are not allowed to speak about an issue for more than five minutes. Members can only speak to an issue once unless there is agreement by the members at a meeting, or where all those wishing to speak have had the opportunity to speak.
3. The Chairperson of a committee who is making a report or the mover of a motion may speak for up to fifteen (15) minutes. With the agreement of the members present, the fifteen (15) minutes may be expanded.
4. The Chairperson will state every motion presented at a membership meeting before allowing debate on the motion. Before putting a motion to a vote, the Chairperson will ask, "Is the Local ready for the motion?" If no member rises to speak, the motion will be voted upon.
5. A motion must be moved and seconded. The mover and seconder must rise and be recognized by the Chairperson.
6. A motion to amend a motion, or a motion to amend an amendment are allowed, however a motion to amend an amendment to an amendment is not allowed.
7. An amendment to a motion or an amendment to an amendment to a motion that is a direct negative to the main motion is never permitted.
8. On motion, the regular order of business at a membership meeting may be suspended where two-thirds of those present vote to do so. The regular order of business should only be suspended to deal with urgent business.

9. Motions other than those named in Rule 19, or motions to accept or adopt the report of a committee, will, if requested by the Chairperson, be put in writing prior to beginning debate and vote.
10. At the request of a member, and upon a majority vote, a motion which contains more than one action or issue can be divided.
11. The mover of a motion can withdraw the motion upon the consent of the seconder prior to the end of debate. Once debate has ended on a motion, the motion can only be withdrawn upon unanimous vote of the members present.
12. A member who wishes to speak on a motion, or a member who wishes to move a motion, shall rise and respectfully address the Chairperson. The member shall not proceed until the member is recognized by the Chairperson except where the member rises to a point of order or on a question of privilege.
13. The Chairperson will keep a speakers list and in all cases will determine the order of speakers including those circumstances where two or more members rise to speak at the same time.
14. A member, while speaking, will speak only to the issue under debate. Members shall not personally attack other members. Members will refrain from using language that is offensive or in poor taste. Members will generally not speak in a manner that reflects poorly on the Local Union or other members.
15. A member that is called to order will stop speaking until the point of order is determined. If it is decided that the member is in order, then the member may continue speaking.
16. Religious discussion of any kind is not permitted.
17. The Chairperson will not take part in any debate. Where the Chairperson wishes to speak on a resolution or motion, or where the Chairperson wishes to move a motion, the Chairperson must rise from the chair and hand the chair over as outlined in Rule #1.
18. The Chairperson will have the same right to vote as other members. In the case of a tie vote, the Chairperson may cast another vote or the Chairperson may refrain from casting an additional vote, in which case the motion is defeated.
19. When a motion is before the members, no other motion is in order except a motion to:
 - 1) adjourn;
 - 2) put the previous question;
 - 3) lay on the table;
 - 4) postpone for a definite time;
 - 5) refer; or
 - 6) divide or amend.

These six motions shall have precedence in the order indicated. Motions 1 through 3 shall be decided without debate.

20. The Chairperson will ask, "Will the main question be now put?" where a motion for the previous question is moved and seconded. If approved, the Chairperson will then take votes on the motion and amendments to the motion (if any) in order of priority. If an amendment or an amendment to an amendment is approved, then members will be asked to vote on the motion as amended.
21. A motion to adjourn is in order except when a member is speaking or when members are voting.
22. A motion to adjourn, if lost, is not in order if there is further business before the Local Union, until fifteen (15) minutes have elapsed.
23. After the Chairperson declares the vote results on a question, and before the Local Union proceeds to another order of business, any member can ask for a division. A standing vote on the division will be taken and the Recording Secretary will count the standing vote. (Division requires that the original motion be put to a vote a second time. Members who are in favour of the motion stand and the Recording Secretary records the names of the members. Members who are opposed to the motion then stand and the Recording Secretary records the names of the members.)
24. If a member wishes to appeal a decision of the Chairperson, the member must appeal at the time the decision is made. If the appeal is seconded, the member will be asked to state briefly the basis for the appeal. The Chairperson will then state briefly the reasons for the decision. Following immediately and without debate, the Chairperson will ask, "Will the decision of the chair be upheld?" A majority vote shall decide. In the event of a tie vote, the decision of the chair is upheld.
25. At a membership meeting where a question has been decided, any two members who voted with the majority can give notice of a motion to reconsider a decision of the membership at the next membership meeting. The motion to reconsider requires the support of a two-thirds majority of members who vote. If two-thirds majority of members support reconsideration, the question will be placed in front of the membership for debate and a subsequent vote.
26. Members are allowed to leave a meeting with the permission of the Vice-President; however, in no case will a member leave during the reading of minutes, the initiation of new members, the installation of Officers, or the taking of a vote. Where members are voting in an election at a membership meeting, the doors are tiled during the voting process. This is known as "tiling the doors" and refers to the closing of doors so that no one can leave the room or enter the room while ballots are being cast. This ensures a fair voting process.

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

APPENDIX B – COMMITTEE GUIDELINES

Chairpersons of committees shall be elected by majority vote at a general membership meeting where notice is given and shall be considered officers of the Executive Board and as such attend Executive Board meetings.

Committee chairs shall receive any correspondence on behalf of the committee and keep a file of pertinent information for continuity that shall be surrendered to the Executive Board on termination of office. Each committee chairperson shall submit, at the next general membership meeting, a brief written report including date, time and members in attendance at committee meetings, as well as any financial information. The recording secretary shall file the report with the minutes of the general membership meeting. A final report with future recommendations is also requested.

Committee chairs are responsible for submitting budget requirements to the Secretary-Treasurer for inclusion in the annual budget presentation for approval by the membership. In addition, chairs are responsible for receiving funds, if applicable, and submitting to the Secretary-Treasurer.

All committee members should be willing to take any Union sponsored educational that may be of a benefit in the performance of their duties.

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

1. Education Committee

This committee will work in consultation with the CUPE National Education Representative to establish and coordinate educationals and workshops as per the needs of the Local. The committee will make recommendations to the Executive Board of upcoming educationals as well as maintain records of member attendance at educationals and workshops.

In addition, this committee will work with Management to plan and implement educational opportunities for all members.

2. Labour Management Committee

Members of this committee will meet with Management on a regular basis on behalf of the membership. Non-negotiable items of concern submitted by members or the Executive Board shall be brought to the table for discussion. Members will also participate with Management to develop new policies, technology and techniques for the workplace

3. Negotiating Committee

The function of this committee is to prepare bargaining proposals, negotiate a collective agreement on behalf of all members of the Local and to present the bargained contract language to the membership for ratification. The CUPE representative assigned to the Local shall be a non-voting member of the committee and shall be consulted at all stages, from formulating proposals, through negotiations, to contract ratification by the membership.

4. Occupational Health & Safety Committee

Members of this committee attend meetings of the Board as required. Committee members will present member concerns and advise the membership of any OH&S matters that may impact worksites. Members need to be knowledgeable of *The Saskatchewan Employment Act* and may need to attend Board or Union sponsored educational opportunities as required.

5. Pension & Benefits Committee

This committee will, on behalf of the membership, attend the quarterly meetings of the Board's Pension Advisory Committee to ensure Union representation and perspective. Committee members must be cognizant of pension and benefit language and promote improvements that will benefit all members.

6. Scholarship Committee

This committee is responsible for promoting and administering the Local's scholarship program as per Section 16.

7. Steward Committee

This committee will be responsible for processing grievances under the direction of the Vice-President, Chief Steward.

8. Social Committee

This committee is responsible for the organizing and coordination of all of the Local's social and recreational activities, either on the committee's own initiative or as a result of motions made at membership meetings. The goal of each social event is to promote solidarity within the membership and to encourage fun with friends and family.

Costs for each event to be determined as per budget approval by membership at the January general membership meeting.

Events held may vary from year to year and may include, if enough interest is shown, the following:

- CUPE Local 8443 Golf Tournament
- "End of School" social
- "Welcome Back" breakfast
- Long Service event to include a memorial to members passed on
- CUPE 8443 Curling Bonspiel
- Children's Christmas event

It is understood that for each event, costs are to be kept to a minimum and that written reports to the membership at the meeting following the event must include all costs associated with the event.

Social

- Event (e.g. bowling) held at the expense of participating members.
- \$200 to be allotted to purchase prizes / gift certificates for this event.
- Registration fees may be subsidized through allotment of prize allowance.

CUPE Local 8443 Golf Tournament

- Event held at the expense of participating members.
- \$200 to be allotted to purchase prizes / gift certificates for this event.

End-of-School Social

- Cost of event, as per member-approved budget, to be covered by the Local.

Welcome Back Breakfast

- Held in conjunction with the first general meeting of the new school year.
- Cost of event, as per member-approved budget, to be covered by the Local.

CUPE 8443 Curling Event Bonspiel

- Ice rental will be shared among participating members.
- \$200 to be allotted to purchase prizes / gift certificates for this event.
- Should more than one team express interest in representing the Local at the CUPE Provincial Bonspiel, a play-off shall take place between the interested teams.
- Winner or alternate of this playoff to represent the Local at the provincial CUPE curling bonspiel, provided that the membership gives approval to participate prior to the provincial CUPE bonspiel.
- If provincial CUPE bonspiel is held in Saskatoon, up to two teams may enter and the Local will cover the registration costs.

- If the provincial CUPE bonspiel is held outside of Saskatoon, the Local will cover the registration cost for one (1) team, two (2) hotel rooms for two (2) nights and travel expenses for one vehicle. All other costs to be at the members' expense.

Long Service Event

- An annual celebration will be held for all present and past members to honour retiring members, and members celebrating long service with Saskatoon Public Schools.
- Reasonable effort will be made to contact and invite retired members.
- There will also be a memorial to member who have passed on.
- Long Service/Retirement gifts as listed in Appendix C.

Children's Christmas event

- Open to children and grandchildren of members and retirees. Registration to attend must be confirmed 10 days prior to event.
- Cost of gifts, entertainment & food as per member-approved budget.
- "Gifts" provided by the Local for members' children 12 years of age and under.
- Gifts for children over 12 years of age or for grandchildren must have costs reimbursed to the Local in advance of the event.
- Children must be in attendance to receive gift. Unclaimed/extra gifts shall be donated to a charity of the committee's choice.

9. Special Committees

Ad Hoc committees will be established for a specific purpose and period either by the Executive Board or by the general membership. Committee guidelines must be followed and committee members to submit Expense Claim forms as per Section 14.

APPENDIX C – RETIREMENT / LONG SERVICE RECOGNITION

RETIREMENT GIFT	# YEARS OF SERVICE	LONG SERVICE GIFT
	5	\$10 gift
\$50 (10 – 14 years)	10	\$20 gift
\$100 (15 – 19 years)	15	\$30 gift
\$150 (20 – 24 years)	20	\$40 gift
\$200 (25 – 29 years)	25	\$60 gift
\$300 (30 plus years)	30	\$100 gift
	35	\$125 gift
	40	\$150 gift
	45	\$200 gift

APPENDIX D – CHECKLIST FOR DELEGATES

1. Member(s) must be nominated and elected at a general membership meeting to attend conventions, educationals, conferences and seminars. (See Section 10.01) Members attending external meetings on behalf of the Union shall either be appointed or nominated. Members shall not suffer a loss/change in wages or benefits. (See Section 14.04)
2. The registration form to attend a convention, educational or seminar must be completed as soon as possible after approval at the membership meeting and forwarded to the Secretary-Treasurer so that registration can be completed in a timely manner.
3. The member attending the convention, educational, conference or seminar / delegated meeting must contact the person(s) with approved union-release time to ensure accommodation and travel arrangements are complete. (See Section 14.04.) Once accommodation has been confirmed, the Secretary-Treasurer needs to be informed so that payment of these expenses can be processed.
4. A Union Expense Form must be completed for expense allowances, mileage, and applicable out-of-pocket expenses (See Section 14.04) and forwarded to the Secretary-Treasurer for reimbursement. (Refer to SPS current rates for mileage and kilometer calculation. (2019 rate is 45.35 cents per kilometer). The expense allowance request may be submitted prior to the event.
3. If the member requires a substitute to fill their position during the day(s) of absence, the current ADS Employee Quick Reference Guide must be used.
4. Members attending conventions, educationals, conferences, seminars / delegated meetings shall present a verbal and written report at the general membership meeting following the event. When more than one member attends, one person may report on behalf of the group.

APPENDIX E – NEW MEMBER OBLIGATION

"I solemnly promise and declare that I will support and obey the Constitution of this Union; that I will strive to improve economic and social conditions for my fellow members and for working people generally; that I will defend and strive to extend the democratic rights and liberties of all working people; that I will not purposely or knowingly wrong, or assist others in wronging a member of the Union."

APPENDIX F – OATH OF OFFICE

"I,, do most sincerely promise, that I will truly and faithfully, to the best of my ability, perform the duties of my office, for the ensuing term, as prescribed in the Constitution and laws of the Canadian Union of Public Employees, and as an officer of this Union will at all times endeavour, both by counsel and example, to promote the harmony and preserve the dignity of its sessions.

I further promise, that at the close of my official term I will promptly deliver all monies, books, papers, or other property of this Union in my possession, to my duly elected successor in office."

APPENDIX G – CUPE CODE OF CONDUCT

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

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

APPENDIX H – OUT-OF-POCKET AND PER DIEM EXPENSE CHART

Meeting on time paid by employer (Executive or Committee members only)	\$20.00 (4 hours) \$30.00 (over 4 hours)
Meeting on time paid by local (Any member on approved union leave)	No meeting expense – Can submit receipts for mileage from SPSD home location, parking, etc.
Meeting outside of regular work hours (Not General Meetings)	\$20.00 (4 hours) \$30.00 (over 4 hours)
Multiple meetings on the same day in the same location (same criteria as above)	\$20.00 (4 hours) \$30.00 (over 4 hours)
Conference, Seminar or Educational (in Saskatoon)	\$30.00/day
Conference, Seminar or Educational (in Saskatchewan)	\$60.00/day
Conference, Seminar or Educational (out of Saskatchewan)	\$100.00/day
In instances where paid parking, transportation to and from hotel or a parking pass is required to attend conventions, educational, conferences, and seminars, then such costs shall be paid over and above delegate per diems, receipts to be submitted to the Secretary-Treasurer.	