

CUPE Local 4869

Bylaws



Approved by membership: June 9, 2020

Approved by CUPE National:

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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 or homophobic hurts and thereby divides us. So to, does discrimination on the basis of ability, age, class, ethnicity and religion.

Sometimes discrimination takes the form of harassment. Harassment means using real or perceived power to abuse, devalue, denigrate 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.

Section 1– Name

The name of this Local shall be: Canadian Union of Public Employees, Local No. 4869 (South East Cornerstone Public School Division #209).

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;
- e) establish strong working relationships with the public we serve and the communities in which we work and live.

Section 3 – Interpretations and Definitions

- a) Masculine pronouns shall be understood to include the feminine gender.
- b) Numbers of Articles at the end of sections or sub-sections refer to relevant articles of the CUPE Constitution which should be read in conjunction with these bylaws.
- c) Paraprofessional includes: Administrative Assistants, Educational Assistants, Library Technicians, Student Service Counselors, and Family Liaison ~~workers~~ **Counsellors**.
- d) Transportation Worker includes: School Bus Drivers and Transportation Technicians.
- e) Caretakers

Section 4 – Membership

The Local shall mean, except those excluded by order of the Labour Relations Board under *The Saskatchewan Employment Act*, ~~all employees of the former Souris Moose Mountain School Division No.122 (Local 3951), Moosomin School Division No. 9 (Local 4765), Sunrise School Division No. 145 (Local 4377) and Estevan School Bus Drivers and Educational Assistants~~

All School Bus Drivers, employed at Alameda School, Carievale, Carnduff Education Complex, Estevan Comprehensive School, Hillcrest Elementary School, Oxbow Prairie Horizons, Lampman School, Macoun School, Pleasantdale Elementary School, Spruce Ridge School, Bienfait Weldon School, Westview Elementary School, MacLeod Elementary School, McNaughton High School, Maryfield School, Wapella School and Rocanville School.

The Caretakers employed at Arcola School, Carievale School, Carnduff Education Complex, Oxbow Prairie Horizons, Alameda School, Ogema School, Yellow Grass School, Pangman School, MacLeod Elementary School, McNaughton High School, Maryfield School, Wapella School, Rocanville School, Redvers School, and Stoughton School.

The Administrative Assistants, Educational Associates, Library Technicians, Family Liaison Counselors and Student Service Counselors of Alameda School, Arcola School, Carievale School, Carlyle Elementary School, Gordon F. Kells, Carnduff Education Complex, Oxbow Prairie Horizons School, MacLeod Elementary School, Manor School, McNaughton High School, Maryfield School, Redvers School, Rocanville School, Stoughton Central School, Wapella School, and Wawota Parkland School.

The Transportation Technician in the Moosomin Bus Garage.

- a) The names of applicants are read out to the first membership meeting after the applications have been submitted. The applicants will be automatically accepted as members unless there is an objection sustained by the majority vote of the members present.
- b) Once a member has been accepted, he remains in good standing as long as he remains employed within the jurisdiction covered by the charter of the CUPE Local, provided he does not lose his standing by virtue of the application of other relevant sections of this constitution.

Section 5 – Membership Meetings

- a) Membership meetings shall be held three times per year in September, January and May on the second ~~Wednesday~~ **Tuesday** of the month at 7:30 p.m. These meetings will take place in the town of Carlyle.

Should a membership meeting be cancelled due to inclement weather or other unforeseen circumstances, the meeting will be rescheduled to the following ~~Wednesday~~ **Tuesday**.

- b) Special membership meetings may be ordered by the Executive or requested in writing by no fewer than 10 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.

c) A quorum for the transaction of business at any membership meeting shall be 10 members, including at least three (3) members of the Executive.

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

(Article B.6.1)

- a. **Acknowledgement of Indigenous territory**
- b. Roll Call of Officers
- c. Reading of the Equality Statement
- d. Voting on new members and initiation
- e. Reading of the minutes
- f. Matters arising from the minutes
- g. Secretary-Treasurer's Report
- h. Communication and bills
- i. Executive Committee Report
- j. Reports of committees and delegates
- k. Nominations, elections or installations
- l. Unfinished business
- m. New business
- n. Good of the Union
- o. Adjournment

(Article B.VI)

e) **If quorum isn't met, any member who did attend will be paid mileage at the current SECPD rate.**

Section 6 – Voting of Funds

Except for ordinary expenses and bills as approved at membership meetings, no sum over one hundred dollars shall be voted for the purpose of grant or contribution to a member or any cause outside CUPE, except by notice of motion given in writing and dealt with at the following membership meeting.

(Article B.4.4)

Section 7 – Officers

The officers of the Local shall be the President, First Vice-President, Second Vice-President/Personnel Coordinator, Secretary-Treasurer, Recording Secretary, ~~four (4) Chief Shop Stewards~~ **CSS School Bus Drivers, CSS Caretakers, CSS East, CSS West**, the Shop Stewards and three (3) Trustees.

(Article B.2.1 & B.2.2)

Section 8 – Executive

- a) The Executive shall comprise all officers, except Shop Stewards and Trustees.
(Article B.2.2)
- b) The Executive shall meet once per month.
- c) A majority of the Executive officers constitutes a quorum.
- d) The Executive officers 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.
- e) The Executive shall do the work delegated to it by the Local and shall be held responsible for the proper and effective functioning of all committees.
- f) All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution.
(Article B.11.1 to B.11.5)
- g) Should any Executive member fail to answer the roll call for three consecutive regular meetings or three consecutive Executive Board meetings without having submitted good reasons for those failures, his office shall be declared vacant and shall be filled by an election at the following membership meeting. Reasons for absences must be provided in writing to the President or Recording Secretary in order to be excused.
(Article B.2.5)
- h) The Executive may grant paid Union Leave to members as deemed necessary by the Executive.
- i) The terms of office for all officers, except Trustees, are two (2) years. President, Secretary-Treasurer, First Vice President, the Chief Shop Steward for Transportation Workers, the Chief Shop Steward for Paraprofessionals North and one Trustee for a three (3) year term shall be elected in even years. The Second Vice-President/ Personnel Coordinator, Recording Secretary the Chief Shop Steward for Caretakers, the Chief Shop Steward for Paraprofessionals South, and one Trustee for a three year term shall be elected in odd years.
- j) The Executive conducts all business of the Local Union deemed necessary between membership meetings. The Executive shall report all business conducted on the local's behalf to the members at the next membership meeting or by such other communication as deemed appropriate by the Executive.
- k) **The Executive will** ~~A~~administer and approve the disbursement of funds in accordance with the annual budget as approved by the membership.

Section 9 – Duties of Officers

a) President:

The President shall:

- enforce the CUPE Constitution, Collective Agreement and these bylaws;
- preside at all membership and Executive meetings and preserve order;
- decide all points of order and procedure (subject always to appeal of the membership);
- have a vote on all matters (except appeals against his rulings) and in case of a tie vote in any matter, including elections, the matter will be referred back to the membership for another vote. If the results are still tied, the president will have the right to cast an additional vote to break the tie;
- ensure that all officers perform their assigned duties;
- fill committee vacancies where elections are not provided for;
- introduce new members and conduct them through the initiation ceremony;
- be bondable through the master bond held by National Office. A President who cannot qualify for the bond shall be disqualified from office;
- represent the majority decision of the Executive or the membership at all times;
- sign all cheques and ensure that the Local's funds are used only as authorized by the Constitution, bylaws, or vote directed by the membership;
- be allowed necessary funds, not to exceed \$50.00 monthly, to reimburse her or himself or any officers for expenses supported by vouchers, incurred on behalf of the Local;
- have first preference as a delegate to the CUPE National Convention;
- is ex-officio on all committees with voice but no vote;
- perform any other duties assigned by the Executive or the membership;
- be a member of the Union Grievance Committee with the Chief Shop Steward of classification concerned and Second Vice-President;
- sit as a member of the Negotiating Committee; and
- on termination of office, immediately surrender all books, records, and other properties of the Local to the duly elected successor.

(Article B.3.1)

b) First Vice-President

The First Vice-President shall:

- if the President is absent or incapacitated, perform all duties of the President;
- if the office of President falls vacant, be Acting President until a new President is elected;
- render assistance to any member of the Executive as directed by the ~~Executive~~ **President**;
- be bondable through the master bond held by National Office. A Vice-President who cannot qualify for the bond shall be disqualified from office;
- is authorized as a signing officer in the absence of the President;
- monitor and maintain Social Media;
- post a synopsis of the membership meeting minutes on the Local website Facebook page;
- perform any other duties assigned by the Executive or the membership; and
- on termination of office, immediately surrender all books, records, and other properties of the Local to the duly elected successor.
- The Vice-President shall be a member, ex-officio, of the Social and Education committee, **when struck**.

c) Second Vice-President/Personnel Coordinator

The Second Vice-President/Personnel Coordinator shall:

- if the President and the First Vice-President are absent or incapacitated, preside at all membership and Executive meetings and preserve order;
- read out the names of new members at each membership meeting and swear them in;
- keep up to date records of all job postings and successful applicants;
- keep records of all denied leaves of absences as per Article ~~10.5(e)~~ **10.2** of the collective agreement;
- attend job reassignment and layoff meetings;
- the second Vice-President shall be a member of the Job Reassignment and Lay Off Committee and the Grievance Committee;
- make all discrepancies regarding job descriptions, postings, reassignments, etc., known immediately to the President;
- be bondable through the master bond held by National Office. A Vice- President who cannot qualify for the bond shall be disqualified from office;
- on termination of office, immediately surrenders all books, records, and other properties of the Local to the duly elected successor;
- render assistance to any member of the Executive as directed by the ~~Executive and~~ **President**;
- perform any other duties assigned by the ~~Executive or the membership~~ **President**.

(Article B.3.2)

d) Recording Secretary

The Recording Secretary shall:

- be bonded through the master bond held by National Office. A Recording Secretary who cannot qualify for the bond shall be disqualified from office;
- 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.
- submit a written **or electronic** copy of all minutes to each Executive member and present at each membership meeting;
- send a written **or electronic** copy of Executive and membership meeting minutes to each Executive member;
- record all alterations in the bylaws;
- answer correspondence and fulfill other secretarial duties as directed by the ~~Executive~~ **President**;
- file a copy of all letters sent out and keep on file all communications;
- prepare and distribute all circulars and notices to members;
- have all records ready on reasonable notice for auditors and Trustees;
- preside over membership and Executive meetings in the absence of the President, First Vice-President and Second Vice-President;
- be empowered, with the approval of the membership, to employ necessary stenographic or other assistance to be paid out of the Local's funds;

- perform duties as assigned by the Executive or membership;
- distribute notices to post with seven (7) days' notice; and
- on termination of office, surrender all books, seals and other properties of the Local to his successor.

(Article B.3.3)

e) Secretary-Treasurer

The Secretary-Treasurer shall:

- receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments and deposit promptly all money with a bank or credit union;
- receive direct remittance cheques monthly;
- throughout his/her term, 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;
- record all financial transactions in a manner acceptable to the Executive and in accordance with good accounting practices;
- make a full financial report to meetings of the Local's Executive, as well as a written financial report to each membership meeting, detailing all income and expenditure for the period;
- be bondable through the master bond held by the National Office, and any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office;
- pay no money unless supported by ~~a voucher~~ **an expense claim with supporting receipts** duly signed by the President and one other member of the Executive or any two other members of the Executive; ~~except that no voucher~~ **no receipt** shall be required for payment of per capita fees to any organization to which the Local is affiliated;
- arrange accommodation for all conferences, conventions, schools and bargaining;
- perform duties assigned by the Executive or the membership;
- make all books available for inspection by the auditors and/or Trustees on reasonable notice, and have the books audited at least once each calendar year within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees;
- provide the Trustees with any information they may need to complete the audit report forms supplied by CUPE;
- in consultation with the Executive, prepare and present a budget for the upcoming fiscal year to the membership at the January Membership Meeting for their approval;
- ~~provide~~ **make available** copies of the unaudited financial statements for the fiscal year end **upon request** to the First Vice-President for posting to the Local's website. A notice shall be sent out to each school Administrative Assistant and Chief Shop Steward as to where the members can access the financial statements for review;
- take the CUPE Financial Officer Training as soon as possible during the term of their elected office;
- 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.

- be empowered, with the approval of the membership, to employ necessary clerical assistance to be paid for out of the Local's funds; and
- on termination of office, surrender all books, seals and other properties of the Local to his successor.

(Article B.3.4 to B.3.8) (Article B.3.3)

f) Chief Shop Stewards

There shall be four Chief Shop Stewards representing the following classifications:

- One Chief Shop Steward representing the School Bus Drivers and Transportation Technicians;
- One Chief Shop Steward representing the Caretakers;
- One Chief Shop Steward (**North West**) representing Student Service Workers, Educational Assistants, Library Technicians and Administrative Assistants **in the following schools: Carlyle, Stoughton, Estevan, Alameda, Carnduff, Oxbow, Manor, Arcola.**
- One Chief Shop Steward (**South East**) representing Student Service Workers, Educational Assistants, Library Technicians and Administrative Assistants in the following communities: **Rocanville, Wapella, Moosomin, Wawota, Maryfield, Carievale, Redvers.**

~~North: Rocanville, Wapella, Moosomin, Wawota, Maryfield, Carlyle, Manor~~

~~South: Arcola, Stoughton, Carievale, Carnduff, Alameda, Redvers, Estevan, Oxbow.~~

The Chief Shop Stewards shall:

- present to the Executive the names of the Shop Stewards representatives for each school and with the help of the School Shop Stewards, maintain an updated list and co-ordinate a phone fan-out list for the area they represent;
- attend all grievance meetings between Union and Management when dealing with grievances for their classification;
- keep accurate minutes of all grievance meetings they attend with or for the grievor;
- generally know and police the Collective Agreement and provincial or federal legislation affecting labour and particular jobs;
- provide communications and information from members and the shop stewards in the schools for their respective classifications to the Executive and from the Executive to the members and the shop stewards;
- act as co-chair of the Union Grievance Committee;
- render assistance to any member of the Executive as directed by the ~~Executive~~ **President**;
- performs duties assigned by the **President and or the Executive or membership**; and
- on termination of office, surrender all books, seals and other properties of the Local to his successor.

g) Trustees

The Trustees shall:

- act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary and the Standing Committees to be completed by ~~March~~ **May Membership Meeting** of each year.

- make a written report of their findings to the first membership meeting following the completion of each audit;
- submit in writing to the President and Secretary-Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Union's funds, records and accounts are being maintained by the Secretary-Treasurer in an organized, correct and proper manner;
- be responsible to ensure that monies are not paid out without proper constitutional or membership authorization;
- ensure that proper financial reports are made to the membership;
- audit the record of attendance;
- inspect at least once a year any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local, and report their findings to the membership;
- 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; and
- surrender his position if he fails to answer the roll call for three consecutive membership meetings without having submitted good reasons for those failures. The office shall be filled by an election at the next membership meeting.

(Article B.3.10 – B.3.12)

Section 10 – Shop Stewards/Communicators

In even years, members at each of the schools in the School Division shall elect one shop steward/communicator for each school for a term of two (2) years. The 4 Chief Shop Stewards representing the classifications mentioned above (one from each classification) shall be elected from the members at large. Where feasible the four Chief Shop Stewards will be from different towns/geographic areas.

The Shop Stewards/~~Communicators~~ shall:

- call and chair all school meetings and act as representative for the school and bring opinions, concerns, motions and voting results of their members to the Executive prior to each membership meeting;
- conduct all referendum votes prior to each membership meeting in their school;
- surrender his position if he fails to answer the roll call for three consecutive membership meetings without having submitted good reasons for those failures. The office shall be filled by an election of the members of the school concerned and declared at the next membership meeting;
- post notices for all Union activities and meetings endorsed by the Local at least seven (7) days prior, whenever possible;
- generally know and police the Collective Agreement and provincial or federal legislation affecting labour and particular jobs;

- greet all new employees, notify them of their obligation to be sworn in at a meeting, encourage the participation of all members of the school in union activities and promote website and Facebook page;
- provide communications and information from members in the school to the Executive and from the Executive to the members;
- maintain contact with members and provide on-going Union awareness and education;
- each Steward shall have the authority to hold elections in their own school for the position of Shop Steward;
- render assistance to any member of the Executive as directed by the Executive;
- fulfill the provisions under Section 16 – Good of the Union;
- perform duties assigned by the Executive or membership; and
- on termination of office, surrender all books, seals and other properties of the Local to his successor.

Section 11 – Expenses, Allowances, Out of Pocket Expenses, and Honoraria

- Executive officers and Committee members shall be paid an amount equal to any loss of salary ~~and meal expenses while attending to the Local's business~~. Meal expenses shall be reimbursed as follows: Breakfast up to ~~\$15.00~~ **20.00**; Lunch up to ~~\$20.00~~ **30.00**; Supper up to ~~\$25.00~~ **30.00** with receipts provided **to a maximum of \$80.00/day, any combination**. Mileage shall be paid at the rate specified in Appendix “B” of these bylaws.
- The Conference, Convention and Seminar Allowance shall be provided according to Appendix “B” of these bylaws.
- Out of Pocket Expenses and Honoraria shall be provided according to Appendix “E” of these bylaws.
- The Local shall cover the cost of Worker's Compensation Board coverage for members while they are travelling or otherwise conducting the business of the Local.
- The Local shall maintain a Global Debit card for the sole purpose of providing accommodation and travel (when flights are required) for members attending events on behalf of the Local.

Section 12 – Fees, Dues and Assessments

- Monthly Dues
The monthly dues shall be 1.5% of regular wages.

(Article B.4.3)
- The Local shall charge initiation and remittance and assessment fees of an amount equal to \$1.00.

(Article B.4.1)

- c) The Local Union can set or change the regular monthly dues at a regular meeting. Notice of at least seven days at a previous meeting or 60 days in writing must be given.
(Article B.4.3(c))

The Local can charge a special assessment. A special assessment must be approved by a majority of members voting at a regular meeting. Members will receive a notice of at least seven days at a previous meeting or 60 days in writing must be given.

(Article B.4.2(a))

- d) Any member in arrears for a period of three (3) months or more shall be automatically suspended and his/her suspension shall be reported to the Executive Board by the Secretary Treasurer. The Executive Board shall report to the next membership meeting with a recommendation. Any member under suspension wishing to be reinstated shall, upon application, pay the re-admittance fee, plus any dues and assessments in arrears. This money will be returned if the application is rejected. Any member under suspension wishing to be reinstated shall pay any dues and assessments in arrears.

Section 13 – Nomination, Election and Installation of Officers

a) Nominations

Nominations shall be received at the membership meeting held in the month of September. No nomination shall be accepted unless the member is in attendance at the meeting or has allowed his consent in writing, duly witnessed by another member to be filed at the meeting. No member shall be eligible for nomination if he is in arrears of dues and/or assessments.

b) Elections

1. At a membership meeting at least one month prior to election day the President shall, subject to the approval of the members present, appoint an Elections 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, it shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential.
2. The Executive shall determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Returning Officer.
3. The Returning Officer shall be responsible for issuing, collecting, and counting ballots. He must be fair and impartial and see that all arrangements are unquestionably democratic.
4. The voting shall take place at the membership meeting in September. The vote shall be by secret ballot.
5. Voting to fill one office shall be conducted and completed, and recounts dealt with, before balloting may begin to fill another office.

6. 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.
7. 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.
8. 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 vote, by at least the number of members equal to the quorum for a membership meeting as laid down in Section 5 (c).

(Article B.2.3)

c) Installation

1. All duly elected officers shall be installed at the meeting at which elections are held and shall continue in office as per Section 8 or until a successor has been elected and installed, provided, however, that no term of office shall be longer than three years.

(Article B.2.4)

2. The terms of office for Trustees shall be as laid down in Article B.2.4 of the CUPE Constitution.

d) By-Election

Should an office fall vacant pursuant to Section 8 (g) of these bylaws or for any other reason, the resulting by-election should be conducted as closely as possible in conformity with this section.

Section 14 – Delegates to Conventions

- a) Except for the President's option [Section 9 (a)], all delegates to conventions shall be chosen on the recommendation of the Executive, subject to final approval by the membership.
- b) Representation at educational institutes and seminars shall be on the recommendation of the Education Committee, subject to final approval by the membership.

Section 15 – Committees

a) Negotiating Committee

This shall be a special ad hoc committee established at least in May prior to the expiry of the Local's collective agreement and automatically disbanded when a new collective agreement has been signed.

The function of the committee is to prepare collective bargaining proposals and to negotiate a collective agreement. The committee shall consist of the President and up to five (5) members consisting of, one Transportation Worker, one Caretaker, and 3 paraprofessionals, elected at a membership meeting. If all those classifications cannot be filled, then the positions not filled will be elected from the membership in attendance. 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.

b) Special Committees

A special ad hoc committee 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 or the Executive. Two members of the Executive may sit on any special committee as ex-officio members.

c) Standing Committees

The Chairperson of each standing committee shall be elected by the members at a membership meeting, except in the case of the Grievance Committee which shall be co-chaired by the Chief Shop Steward of the classification [see Section 9(f)]. The Chairperson and the Executive may, with the concurrence of the membership, jointly appoint other members to serve on a committee. There shall be four standing committees as follows:

1. Grievance Committee

This committee shall process all grievances not settled at the initial stage and its reports shall be submitted first to the Executive, with a copy to the CUPE Representative. Regular reports shall be given at the membership meetings. Grievances must be in writing on the forms provided by the National Office and be signed by the complainant or complainants, 2nd Vice-President, as provided for in the collective agreement. The committee shall comprise the President, and the School/Classification Chief Shop Steward. The committee shall appoint its secretary from among its members.

2. Education Committee

It shall be the duty of this committee to:

- arrange for representation of the Local at any appropriate and available educational seminar or conference and submit recommendations accordingly to the Executive;
 - instruct delegates in the preparation of reports to the membership on seminars and conferences and maintain a reference file of these reports;
 - cooperate with the Executive in preparing press releases and other publicity material;
 - cooperate with the Union Development Department (Education) and Communications Branch of CUPE, and with the regional education
- representative, in implementing both the Local's and CUPE's policies in these fields. The committee shall comprise between 2 to 4 members and shall appoint its secretary from among its members.

3. Social Committee

It is the function of this committee to arrange and conduct all social and recreational activities of the Local either on the committee's own initiative or as a result of decisions taken at membership meetings. The committee shall submit reports and proposals to the Executive or to the membership as required. A ceiling for the committee's net expenditures shall be fixed annually by the membership but, other than that, all social and recreational events and activities shall be self-supporting. The Executive shall be held responsible for the proper and effective functioning of this committee. The committee shall comprise between 2 and 4 members and may appoint a secretary-treasurer from among its members.

4. Job Reassignment / Layoff Committee

This committee shall be comprised of the President and the Second Vice President / Personnel Coordinator.

It is the function of this committee with the employer to review staff reassignment and/or layoff as per the collective agreement.

Section 16 – Good of the Union

~~The Stewards in each school shall maintain a supply of appropriate greeting cards. The Stewards shall send greeting~~ **A member of the Executive will send E-cards** on behalf of CUPE Local 4869 to members who experience the following **when given notice to do so:**

- birth or adoption of a child;
- death of a close relative;
- long-term illness of a member; and/or
- retirement of a member

The Stewards ~~shall~~ **may** prepare a report on these activities for each regular membership meeting.

Section 17 – Rules of Order

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.

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

Section 18 – Amendment

- a) 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 of the National President.
(Articles 9.2(c), 13.3, & B.5.1)
- b) These bylaws shall not be amended, added to, or suspended except upon a majority vote of those present and voting at a membership meeting following seven days' notice at a previous meeting or at least sixty days written notice.
(Article 13.3 & B.5.1)
- c) 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.
(Articles 13.3 & B.5.1)

Appendix "A"

Rules of Order

- 1. The President or, in his absence, the First Vice-President, shall take the chair at all membership meetings. In the absence of both the President and First Vice-President, the Second Vice President / Personnel Coordinator shall act as President, and in his absence a President pro-tem 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 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 thereon, and again immediately before putting it to a vote, shall ask: "Is the Local ready for the question?" Should no member rise to speak, the question shall then be put.
- 4. A motion to be entertained by the presiding officer must be moved and seconded; both mover and seconder must rise and be recognized by the chair.
- 5. A motion to amend, or to amend an amendment, shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment, or amendment to an amendment, which is a direct negative of the resolution shall be in order.
- 6. On motion, the regular order of business may be suspended by a two-thirds 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, if requested by the presiding officer, be presented in writing before being put to the Local.
8. At the request of any member, and upon a majority vote of those present, a question may be divided when the sense will admit of it.
9. Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.
10. When a member wishes to speak on a question or to make a motion, he shall rise in his place and respectfully address the presiding officer, but, except to state that he rises to a point of order or on a question of privilege, he shall not proceed further until recognized by the chair.
11. When two 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 be put to the Local.

19. A motion to adjourn is in order except (1) when a member has the floor, and (2) when members are voting.
20. A motion to adjourn, having been put and lost, shall not be in order again, if there is further business before the Local, until fifteen minutes have elapsed.
21. After the presiding officer declares the vote on a question, and before the Local proceeds to another order of business, any member may ask for a division. A standing vote shall then be taken and the Secretary shall count same.
22. If any member wishes to challenge (appeal) a decision of the chair, he must do so at the time the decision is made. If the challenge is seconded, the member shall be asked to state briefly the basis for his challenge. The Chairperson may then state briefly the basis for his decision, following which the Chairperson shall immediately and without debate put the
23. 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.
24. 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.
25. 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.
26. The Local's business, and proceedings of meetings, are not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.

Appendix "B"

Conference, Convention and Seminar Allowance

1. Registration Fee

The local will pay the actual amount required.

2. Travel

- a) Car allowance - per South East Cornerstone Public School Division #209 rate that fluctuates with the current price of fuel.
- b) Bus and Airplane – actual amount required – receipt must be provided
- c) Taxi – actual amount – receipt must be provided

3. Accommodation

- a) Within province – actual cost – receipt must be provided
- b) Out-of-Province – actual cost – receipt must be provided

4. Per Diem

- ~~a) Within province – \$50.00/day~~
- ~~b) Out of Province – \$55.00/day~~
- ~~c) Day long seminar, workshops, conventions, conferences, etc. held within South East Cornerstone Public School Division #209 – \$30.00/day~~
- ~~d) Evening seminars, workshops, conventions, conferences, etc. held within South East Cornerstone Public School Division #209 – \$25.00/day~~
- a) Week-long school (where accommodation and meals are included in registration) – \$25.00/day**
- b) Child care – actual costs – receipts required
(Claims should not be paid for a spouse, partner, or a family member who normally provides care without charge, or for periods of time where a member would normally have paid for care such as during normal hours of work at their job.)**

Appendix “C”

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.”

New Member Oath

“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 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 “D”

Affiliations:

The Local shall be affiliated to the following organizations:

- CUPE Saskatchewan Education Workers’ Steering Committee
- CUPE Saskatchewan
- **Saskatchewan Federation of Labour 1.17/member/month**

Appendix “E”

Out of Pocket Expenses:

President	\$300.00/month for 10 12 months
First Vice-President	\$52.50 \$55.00 /month for 10 12 months
Second Vice-President	
/Personnel Coordinator	\$150.00/month for 10 12 months
Recording Secretary	\$60.00/month for 10 12 months
Secretary-Treasurer	\$150.00/month for 10 12 months
Chief Shop Stewards	\$50.00/month for 10 12 months

Honoraria:

Shop Stewards	\$150.00 200.00 /year
Trustees	\$225.00 300.00 /year

The Trustee honoraria will be paid to trustees for ~~completion~~ **presentation** of the annual trustees’ report.

Negotiation Committee members receive ~~\$200.00~~ **300.00** for the length of negotiations payable upon presentation of the contract for ratification.

Executive members filling positions of Shop Steward shall receive the honoraria for each position.

Out of Pocket Expenses and Honoraria are to be reviewed yearly, **by the Executive in June and any changes will be presented in a motion to the membership in September.**