



Proposed Bylaw Amendments

Please note:

This document was prepared in 2019 so numbering does not coincide exactly with the official bylaw document because it has been updated as amendments have been approved.

Rmm/BCUWU
March 27, 2019

SECTION 1: NAME

No change.

SECTION 2: OBJECTIVES

Amendments passed at the March 2019 General Membership Meeting.

2.1 **Delete current language:**

~~Secure adequate remuneration for work performed and generally advance the economic and social welfare of its members and of all workers.~~

Replace with:

Secure the best possible pay, benefits, working conditions, job security, pensions and retiree benefits for its members.

2.2 No change.

2.3 No change.

2.4 No change.

2.5 **Current Language:**

Organize and represent the clerical, technical, professional, administrative and support employees of the City of Vancouver, boards, regional boards and other public bodies within the region known generally as the "lower mainland".

Proposed Change:

~~Organize and represent~~ **Support the organizing of** the clerical, technical, professional, administrative and support employees of the City of Vancouver, boards, regional boards and other public bodies within the region known generally as the "lower mainland".

The following shall guide the Union's efforts in organizing workers in the union and gaining employer recognition and collective agreements:

2.5.1 Scope - Public bodies shall be interpreted to mean bodies which receive operating funding, directly or indirectly, from one or more levels of government or public agencies or organizations.

2.5.2 Criteria - The union shall, with the support of CUPE National, attempt to organize employees of public bodies when, in the opinion of the Executive:

2.5.2.1 There exists a group of workers who are interested in joining CUPE Local 15 and who are willing to work at organizing their co-workers.

2.5.2.2 The organizing effort is likely to succeed with a joint effort between the workers being organized and CUPE Local 15 (within the limits of CUPE Local 15's resources).

2.5.2.3 Servicing the new bargaining unit is within the union's capabilities at that time.

2.5.3 Resources - When the decision to organize a group of workers has been made by the Executive, the CUPE Local 15 policies and procedures shall guide the allocation of the union's resources to the organizing effort:

Now Reads:

Support the organizing of the clerical, technical, professional, administrative and support employees of the City of Vancouver, boards, regional boards and other public bodies within the region known generally as the "lower mainland".

The following shall guide the Union's efforts in organizing workers in the union and gaining employer recognition and collective agreements:

2.5.1 Scope - Public bodies shall be interpreted to mean bodies which receive operating funding, directly or indirectly, from one or more levels of government or public

agencies or organizations.

- 2.5.2 Criteria - The union shall, with the support of CUPE National, attempt to organize employees of public bodies when, in the opinion of the Executive:
 - 2.5.2.1 There exists a group of workers who are interested in joining CUPE Local 15 and who are willing to work at organizing their -coworkers.
 - 2.5.2.2 The organizing effort is likely to succeed with a joint effort between the workers being organized and CUPE Local 15 (within the limits of CUPE Local 15's resources).
 - 2.5.2.3 Servicing the new bargaining unit is within the union's capabilities at that time.
- 2.5.3 Resources - When the decision to organize a group of workers has been made by the Executive, the CUPE Local 15 Policies and Procedures shall guide the allocation of the union's resources to the organizing effort:

2.6 New:

Work towards eliminating harassment and supporting the active opposition of discrimination of any sort, or on any basis that denies the equality of treatment regardless of class, race, colour, nationality, age, sex/gender expression, gender identity, language, sexual orientation, place of origin, ancestry, religion, mental and physical disability, political belief, conviction of a criminal or summary conviction unrelated to employment, family status, marital status; or any other inalienable right wherever it occurs or appears.

SECTION 3: NATIONAL CONSTITUTION

Amendment passed at the April 2019 General Membership Meeting.

Current Language:

The National Constitution of the Canadian Union of Public Employees will apply to all members of CUPE Local 15.

Proposed Language:

The National Constitution of the Canadian Union of Public Employees will apply to all members of CUPE Local 15. **The bylaws of CUPE Local 15 shall be in compliance with the National Constitution of CUPE. Where these bylaws conflict with the National Constitution, the National Constitution will prevail.**

Now Reads:

The National Constitution of the Canadian Union of Public Employees will apply to all members of CUPE Local 15. The bylaws of CUPE Local 15 shall be in compliance with the National Constitution of CUPE. Where these bylaws conflict with the National Constitution, the National Constitution will prevail.

SECTION 4: REGULAR MEMBERSHIP

Amendments passed at the April and June 2019 General Membership Meetings.

Change to:

SECTION 4: MEMBERSHIP

4.1 Delete Current Language:

~~Any person who is an employee of the category named in Article 2.5 and applies for membership in the form required, and pays the fees prescribed will be a member of CUPE Local 15, subject to membership approval as outlined in 4.2.~~

New:

An individual employed within the jurisdiction of CUPE Local 15 will apply for membership in CUPE Local 15 by signing an application and paying the initiation fee set out in Section 7.1 of these bylaws.

4.2 Delete Current Language:

~~Applicants for membership in CUPE Local 15 will be accepted as members of the Local following the first regular membership meeting following the date of application, unless a motion not to accept the applicant has been passed at that meeting.~~

4.3 No change. (Re-number to 4.2)

4.3 Moved from Section 25 (Obligation of Members)

Current Language:

Members who are attending their first membership meeting will be invited to introduce themselves. The Chair will lead the member(s) in reading, in unison, the following obligation: "I solemnly promise and declare that I will support and obey the National Constitution of this union and the bylaws of this local; 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."

Proposed Language:

New members ~~who are~~ attending their first membership meeting ~~will be invited to introduce themselves. The Chair will lead the member(s) in reading, in unison, the following obligation~~ **will agree to this oath:**

~~"I solemnly promise and declare that I will~~ **to** support and obey the National Constitution of ~~this~~ union, and the bylaws of this local; ~~that I will strive to~~ **work to** improve ~~the~~ economic and social conditions ~~for my fellow~~ **of other** members and ~~for other workers, people generally;~~ ~~that I will~~ **to** defend and ~~strive~~ **work to** extend ~~improve~~ the democratic rights and liberties of ~~all workers, people;~~ **and** that I will not purposely or knowingly ~~wrong~~ **harm**, or assist ~~others~~ in ~~wronging~~ **harming another** member of the ~~this~~ union."

Now Reads:

New members attending their first membership meeting will agree to this oath:

"I promise to support and obey the constitution of the union and the bylaws of this local, to work to improve the economic and social conditions of other members and other workers, to defend and work to improve the democratic rights and liberties of workers, and that I will not purposely or knowingly harm or assist in harming another member of this union."

4.4 No change.

4.5 Delete

~~In the case of a layoff, members will not be required to pay dues or assessments unless they have worked 60 hours or more in a calendar month included within the period of the layoff.~~

4.5 Current Language:

Members will not cease to be members in the case of permanent layoff if on a recall list, temporary layoff, or dismissal if in dispute by the Local.

Proposed Language:

Members will not cease to be members in the case of **medical leave**, ~~permanent~~ layoff if on a recall list, temporary layoff, or dismissal if in dispute by the Local.

Now Reads:

Members will not cease to be members in the case of medical leave, layoff if on a recall list, temporary layoff, or dismissal if in dispute by the Local.

SECTION 5: ASSOCIATE MEMBERSHIP

Amendments passed at the February and September 2020 General Membership Meetings.

Delete Current Language:

~~Any member who ceases to be an employee within the jurisdiction of CUPE Local 15 may apply for Associate Membership based on the following:~~

~~5.1.1 An Associate Member will have voice but not vote at Local meetings.~~

~~5.1.2 Applications must be approved by the membership, subject to review annually.~~

~~5.1.3 Associate Membership will be conditional on dues, which will be set by the General Membership at the Annual General Meeting, being paid.~~

~~5.1.4 An Associate Member will not be eligible to hold office in CUPE Local 15.~~

New:

SECTION 5: HONOURARY LIFETIME MEMBERS

5.1 The Executive be allowed to approve honorary retiree members (as per the constitution).

Section 5: Associate Membership **Honourary Lifetime Members**

~~Any member who ceases to be an employee within the jurisdiction of CUPE Local 15 may apply for Associate Membership based on the following:~~

~~5.1.1 An Associate member will have voice but not vote at local meetings.~~

~~5.1.2 Applications must be approved by the membership, subject to review annually.~~

~~5.1.3 Associate Membership will be conditional on dues, which will be set by the General Membership at the Annual General Meeting, being paid.~~

~~5.1.4 An Associate Member will not be eligible to hold office in CUPE Local 15.~~

Honourary lifetime membership will be approved as per Article B.10.1(a) of the National Constitution.

SECTION 6 - RETIRED MEMBERS

Amendment passed at the February 2020 General Membership Meeting.

Delete section and renumber subsequent sections

(To avoid confusion and to facilitate the word processing of revisions subsequent renumbering will be done when the membership has voted on all amendments.)

SECTION 6: RETIRED MEMBERS

- 6.1 — ~~Members reaching retirement age or becoming incapacitated, whether in receipt of a pension or not, and providing they are in good standing in the union, can, on leaving employment, make application to the Secretary Treasurer of Local 15 for a retiree card.~~
- 6.2 — ~~The application for a retiree card shall be voted on at a regular meeting of the membership, and if approved, the Secretary Treasurer shall forward the name, address and other necessary particulars of the retiring member to the National Secretary Treasurer of CUPE, who will issue the retiree card.~~
- 6.3 — ~~The recipient of the retiree card will become a “retired member”, with the following rights and obligations:~~
 - 6.3.1 — ~~Retired members shall be exempt from payment of all dues and assessments to the local union and the per capita tax to the National Office of CUPE.~~
 - 6.3.2 — ~~Retired members shall be entitled to attend general membership meetings of Local 15, with voice but no vote.~~
 - 6.3.3 — ~~Retired members shall not be entitled to either voice or vote at conventions of CUPE.~~
 - 6.3.4 — ~~Should a retired member resume his or her employment for any reason, the retiree card should immediately be deposited with or forwarded to the Secretary Treasurer of Local 15.~~

SECTION 7: INITIATION FEES AND MONTHLY DUES

7.1 **Amendment passed at the February 2020 General Membership Meeting.**

Delete Current Language:

The initiation fee will be determined at the April meeting of CUPE Local 15 or at any meeting where notice thereof has been given.

New:

CUPE Local 15 initiation fees are \$10 for all new members.

7.2 **Delete:**

Amendment passed at the February 2020 General Membership Meeting. The initiation fee will not be less than \$1 or more than \$10.

7.3 **Delete Current Language:**

Amendment passed at the February 2020 General Membership Meeting.

Notwithstanding Clause 7.1, the initiation fee for any person becoming a member as the result of the organizing of a new bargaining unit or the addition to a current bargaining unit will be one dollar (\$1).

7.4 **Amendment passed at the March 18, 2021 Special General Membership Meeting.**

Current Language:

The monthly dues to be levied upon the general membership or portion thereof, will be determined at a regular or at a special general meeting called for that purpose and for which notice of motion has been served. All members will receive a written notice with date, time and place of the meeting, and wording of the motion mailed to their current address (under the membership list) and post marked not less than 60 days prior to the meeting where the dues will be voted on.

Proposed Changes:

Renumber to 7.3

CUPE Local 15 union dues will be 1.95% of regular wages. The regular monthly dues may be amended to be levied upon the general membership or portion thereof, will be determined at a regular or at a special general meeting. **The vote must be by secret ballot.** called for that purpose and for which notice of motion has been served. All members will receive a written notice with date, time and place of the meeting, and wording of the motion **will be mailed by post and electronically** to their current address (under the membership list **provided by the employer**) and post marked not less than 60 days prior to the meeting where the dues will be voted on.

Now Reads:

CUPE Local 15 union dues will be 1.95% of regular wages. The regular monthly dues may be amended at a regular or special general meeting. The vote must be by secret ballot. All members will receive a written notice with date, time, and place of the meeting, and wording of the motion will be mailed by post and electronically to their current address provided by the employer and post marked not less than 60 days prior to the meeting where the dues will be voted on.

7.5 **Amendment passed at the March 18, 2021 Special General Membership Meeting.**

(Renumber)

Current Language:

No assessment of any kind can be made by CUPE Local 15, unless voted by a majority of the members present at a regular general meeting, or at a special general meeting called for that purpose and for which all members have received written notice with the date, time and place of the meeting and the wording of the motion mailed to their current address (under the membership list) and post marked not less than 30 days prior to the meeting where the assessment will be voted on.

Proposed Language:

No assessment of any kind can be made by CUPE Local 15, unless voted by a majority of the members present at a regular general meeting, or at a special general meeting called for that purpose and for which all members have received written notice with the date, time and place of the meeting and the wording of the motion mailed to ~~their current address (under the membership list)~~ and **by post and electronically to their current address provided by the employer** and post marked not less than 30 days prior to the meeting where the assessment will be voted on.

Now Reads:

No assessment of any kind can be made by CUPE Local 15, unless voted by a majority of the members present at a regular general meeting, or at a special general meeting called for that purpose and for which all members have received written notice with the date, time and place of the meeting and the wording of the motion mailed to by post and electronically to their current address provided by the employer and post marked not less than 30 days prior to the meeting where the assessment will be voted on.

7.6 No change. Renumber .

SECTION 8 - MEETING NIGHTS AND QUOROMS

Change made.

Change heading to:

SECTION 8: MEMBERSHIP MEETINGS

8.1 No change.

8.2 No change.

8.3 No change.

SECTION 9: ORDER OF BUSINESS

Amendment passed at the March 18, 2021 Special General Membership Meeting

Current Language:

1. Correction and Adoption of Previous Minutes
2. Roll Call of Officers
3. Correspondence
4. Applications for membership
5. Initiation
6. Nomination, election and installation of officers
7. Reports of the Secretary Treasurer, staff, delegates and committees
8. Unfinished Business
9. New Business
10. Good and Welfare
11. Adjournment

Proposed Language:

1. Call to Order
2. Territorial Acknowledgement
3. Roll Call of Officers
4. Reading of the Equality Statement
5. Initiations
6. Approval of Previous Minutes
7. Matters arising from the Minutes
8. Reports from the President, Committees, Staff, Delegates, and Financial Report
9. Nominations and Elections, Installations
10. Unfinished Business
11. New Business
12. Good and Welfare
13. Adjournment

SECTION 10: NOTICE OF MOTION

Amendments passed at the March 24, 2021 General Membership Meeting

10.1 All ...

- a) No change.
- b) **Delete Current Language: (and re-letter)**
~~Amendments to member policies~~
- c) (now b) **Current Language:**
Dues and assessments, levies, etc as per Sections 7.4 and 7.5
Proposed Language:
Dues and assessments, levies, etc. as per Sections 7.3 and 7.4.
Now Reads:
Dues and assessments, levies, etc. as per Sections 7.3 and 7.4.
- d) (now c) No change.
- e) (now d) No change.
- f) (now e) No change.
- g) (now f) No change.
- h) (now g)

Current Language:

Any motion submitted at a General Membership meeting, which the mover and seconder wish, will be submitted as a Notice of Motion to be dealt with at the subsequent General Membership meeting. Any motions that do not fit the above categories can be dealt with at the present meeting without Notice of Motion being served.

Proposed Change:

Move the second sentence to new article 10.1. i).

Any motion submitted at a General Membership meeting, which the mover and seconder wish, will be submitted as a Notice of Motion to be dealt with at the subsequent General Membership meeting. ~~Any motions that do not fit the above categories can be dealt with at the present meeting without Notice of Motion being served.~~

New Language:

- h) Any motion submitted at a General Membership meeting, which the mover and seconder wish, will be submitted as a Notice of Motion to be dealt with at the subsequent General Membership meeting.
- i) Any motions that do not fit the above categories can be dealt with at the present meeting without Notice of Motion being served.

10.2 **New:**

Notices of Motion must be submitted in writing prior to 9:00 a.m. on the first Wednesday of the month to be considered at the next General Meeting. This date is set to allow inclusion in the newsletter. Notices of Motion shall be circulated to the membership by a method designed to reach all members prior to the general meeting at which the motion is to be considered. Such method shall normally be the newsletter, provided that the newsletter is mailed out no less than 10 days prior to the general meeting or is otherwise distributed to reach the membership prior to the general meeting.

10.3 **New:**

Failure of some members to receive Notice of Motion before the general meeting because of

postal delays, incorrect addresses, or other factors beyond the control of the union shall not constitute a violation of the bylaws of the union, provided all reasonable effort has been made to reach all members.

10.4 New:

Notices of Motion may be ruled out of order by the president, subject to appeal of the decision to the membership. Such ruling may be made when the notice is given at a general meeting, in response to submission of the notice of motion in writing, or at the general meeting at which the motion is to be considered. If the ruling is in response to written submission of notice, the notice shall be circulated with the notation that the president has ruled the motion out of order.

10.5 New:

Consistent with the Executive Board's responsibility to provide leadership, the Executive may move recommendations on motions brought forward by members whenever possible.

10.6 New:

When the Executive Board, by majority vote, approves a motion of recommendation to the membership the following applies:

10.6.1 Executive Board members who voted for the motion, or those who abstained from voting, are obligated not to speak against the motion.

10.6.2 Executive Board members who voted against the motion, and who requested at that time that their vote be recorded, will be entitled to speak against the motion if they so desire.

10.6.3 Executive Board members who were not present when the vote was taken shall be entitled to speak for or against the motion, though they should preface their comments with a note that they were absent from the vote.

10.6.4 All votes by individual members of the Executive Board will be recorded. The records will also include abstentions from voting on motions.

SECTION 11: RULES OF ORDER

No change.

SECTION 12: OFFICERS

Rename to SECTION 12: OFFICERS AND TRUSTEES

Amendments passed at the April 28, 2021 General Membership Meeting

12.1 Current Language:

The officers of CUPE Local 15 will be the President, First Vice-President, Second Vice-President, Secretary Treasurer, three Trustees and 11 Executive Members at Large. The Members at Large shall be from the following sectors (defined as bargaining units or groupings of bargaining units):

City	2
Parks (including Ray-Cam, Britannia, WECCA)	2
K-12	2
Colleges and Universities (including Student Union employees)	2
Cultural (including Museums, VAG, Planetarium)	1
Health (one each from Community and Paramedical Sub Sectors)	2

Proposed Language:

The officers of CUPE Local 15 will be the President, First Vice-President, Second Vice-President, Secretary Treasurer, ~~three Trustees~~ and 11 Executive Members at Large. The Members at Large shall be from the following sectors (defined as bargaining units or groupings of bargaining units):

City of Vancouver	2
Vancouver Board of Parks and Recreation (including Ray-Cam Cooperative Society, Britannia Community Services Centre, WECCA West End Community Centre Association)	2
K-12 (Vancouver School Board)	2
Colleges and Universities (including Emily Carr University of Art + Design, Langara College, Student Union employees the Students' Union of Vancouver Community College, Langara Students' Union, Chartwells)	2
Cultural (including Museums, VAG, Planetarium the Museum of Vancouver, the Vancouver Maritime Museum Society and the HR MacMillan Space Centre)	1
Vancouver Coastal Health (one each from Community and Paramedical Health Science Professionals Sub Sectors)	2

Now Reads:

The officers of CUPE Local 15 will be the President, First Vice-President, Second Vice-President, Secretary Treasurer, and 11 Executive Members at Large. The Members at Large shall be from the following sectors (defined as bargaining units or groupings of bargaining units):

City of Vancouver	2
Vancouver Board of Parks and Recreation (including Ray-Cam Cooperative Society, Britannia Community Services Centre, West End Community Centre Association)	2
K-12 (Vancouver School Board)	2
Colleges and Universities (including Emily Carr University of Art + Design, Langara College, the Students' Union of Vancouver Community College, Langara Students' Union, Chartwells)	2
Cultural (including the Museum of Vancouver, the Vancouver Maritime Museum Society and the HR MacMillan Space Centre)	1
Vancouver Coastal Health (one each from Community and Health Science Professionals Sub Sectors)	2

12.2 No change.

Amendments passed at the April 28, 2021 General Membership Meeting

12.3 Current Language:

The Executive Board will conduct the regular business of CUPE Local 15 between membership meetings in accordance with policies and directives set by the union membership. Quorum for Executive Board meetings shall be one half (50%) of the current elected officer positions as

stipulated in 12.2 of these bylaws.

Proposed Language:

The Executive Board will conduct the regular business of CUPE Local 15 between membership meetings in accordance with ~~policies and directives~~ **the bylaws set by the union membership**. Quorum for Executive Board meetings shall be one half (50%) of the ~~current~~ **filled** elected officer positions as stipulated in 12.2 of these bylaws.

Now Reads:

The Executive Board will conduct the regular business of CUPE Local 15 between membership meetings in accordance with the bylaws. Quorum for Executive Board meetings shall be one half (50%) of the filled elected officer positions as stipulated in 12.2 of these bylaws.

12.4 Amendments passed at the October 2019 General Membership Meeting.

Current Language:

The terms of all Officers, except the Trustees, will be on a rotating basis, with the President, Second Vice-President and one Member at Large from each of the City, Parks, K-12, Colleges and Universities, and Health sectors being elected in one year for a two year term, and the remaining Officers being elected in the following year for a two year term.

Proposed Language:

The terms of all Officers, ~~except the Trustees~~, will be on a rotating basis, with the President, Second Vice-President and one Member at Large from each of the City, Parks, K-12, Colleges and Universities, and Health sectors being elected in one year for a ~~two~~ **three** year term, and the remaining Officers being elected in the following year for a ~~two~~ **three** year term.

Now Reads:

The terms of all Officers will be on a rotating basis, with the President, Second Vice- President and one Member at Large from each of the City, Parks, K-12, Colleges and Universities, and Health sectors being elected in one year for a three year term, and the remaining Officers being elected in the following year for a three year term.

12.5 Amendment passed at the October 2019 General Membership Meeting.

Delete:

~~For the terms beginning in 1996 only, the First Vice-President, Secretary-Treasurer and one Member at Large from each of the City, Parks, K-12 and Colleges and Universities sectors, and the Member at Large from the Cultural sector, will be elected for two year terms, and the remaining members of the Executive Board will be elected for only one year terms.~~

12.6 Amendment defeated at the October 2019 General Membership Meeting.

Renumber to 12.5

Current Language:

The Secretary Treasurer will be a full time, paid officer of CUPE Local 15, booked off his/her job for the term of office either at his/her regular rate of pay, or the equivalent of City of Vancouver Pay Grade 25, Step 5, whichever is greater. No person shall hold the position of Secretary Treasurer for more than two consecutive terms.

Proposed Language:

The Secretary Treasurer will be a full time, paid officer of CUPE Local 15, booked off ~~his/her~~ **their** job for the term of office either at ~~his/her~~ **their** regular rate of pay, or the equivalent of City of Vancouver Pay Grade 25, Step 5, whichever is greater. ~~No person shall hold the position of Secretary Treasurer for more than two consecutive terms.~~

Now Reads:

The Secretary Treasurer will be a full time, paid officer of CUPE Local 15, booked off their job for the term of office either at their regular rate of pay, or the equivalent of City of Vancouver Pay Grade 25, Step 5, whichever is greater.

12.7 Renumber to 12.6
No change.

12.8 Renumber to 12.7

12.7.3 **Amendment passed at the April 28, 2021 General Membership Meeting**

Current Language:

Effective January 1, 2005 the work schedule and benefits of full time paid elected positions will be based on the nine day fortnight.

Proposed Language:

Effective January 1, 2005 ~~the~~ work schedule and benefits of full time paid elected positions ~~will be~~ **are** based on the nine day fortnight.

Now Reads:

The work schedule and benefits of full time paid elected positions are based on the nine day fortnight.

12.7.4 **Amendment passed at the March 18, 2021 Special General Membership Meeting**

Current Language:

A flexible work schedule (based on the 35 hour week) consistent with the provision applicable to field staff of CUPE Local 15 (General Membership and Executive meetings are excluded).

Proposed Language:

A flexible work schedule **will be** ~~{based on the 35 hour week}~~ consistent with the provision applicable to field staff of CUPE Local 15 (General Membership ~~and Executive meetings~~ **and working from home** are excluded).

Now Reads:

A flexible work schedule will be based on the 35 hour week consistent with the provision applicable to field staff of CUPE Local 15 (General Membership meetings and working from home are excluded).

12.7.5 **New language passed at the November 2020 General Membership Meeting**

Upon the conclusion of the calendar year, full time officers are required to complete a full summary of all banked entitlements, consistent with the language of their governing collective agreements, that includes all days used and all days remaining in their respective banks. The summaries must be submitted to the CUPE Local 15 Table Officers for approval. Approval will not be unreasonably denied. Unless extenuating circumstances justify a later submission, full time officers must submit their summary of banked entitlement no later than 5:00 p.m. Friday of the first full business week in January each year. Once approved, the summaries will be submitted to the CUPE Local 15 Office Manager for reconciliation with the officer's employer.

SECTION 13: NOMINATION AND ELECTION OF OFFICERS

Amendments passed at the March 24, 2021 General Membership Meeting except for 13.2.3

Rename to SECTION 13: NOMINATION AND ELECTION OF OFFICERS AND TRUSTEES

13.1.1 No change.

13.1.2 No change.

13.2.1 No change.

13.2.2 No change.

13.2.3 New (Passed at the June 9, 2021 Special General Membership Meeting)

Exceptions to the eligibility ruling for nomination will be applied in the case of a member absent on union business, members whose regularly scheduled shift prohibits attendance, members attending an accredited learning institution on membership meeting dates, and members absent from work for a long term illness who have notified the union in writing of the absence prior to the membership meeting.

13.2.4.1 Long term illness shall be defined as a period of 30 days or more away from work due to medical reasons.

13.3 No change.

13.4 New:

Returning Officer

The returning officer of the regular annual elections will:

13.4.1 Be appointed by the Executive no later than the March General Membership Meeting.

13.4.2 Be available to answer enquiries received through the union office during the period from the call for nominations to the conclusion and certification of the election.

13.5 Obligation of Officers (Moved from new Section 24/former Section 26)

Upon completion of an election the newly elected officers will come forward and in unison declare the following obligation:

"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 of the Canadian Union of Public Employees and the bylaws of CUPE Local 15, and as an officer of this local, will at all times endeavor, 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 CUPE Local 15 in my possession to my duly elected successor in office."

13.6 New:

By-elections

13.6.1 Ballots for voting purposes in a by-election are distributed according to the sign in count.

13.6.2 An eligible voter is on the membership list and is adequately identified by one of the following:

- CUPE Local 15/VMECW Membership Card
- A current pay stub with one other piece of ID
- A generally acceptable photo ID e.g. BC driver's license, BCID card, employer ID with full name.

- A written statement of another member who has ID as above.

13.4 (Installation of Officers) Renumber to 13.7
No change.

SECTION 14: DUTIES OF OFFICERS

Rename to SECTION 14: DUTIES OF OFFICERS AND TRUSTEES

14.1 **Amendments passed at the May 26, 2021 Annual General Meeting**

Current Language:

The President shall:

- a) Enforce the CUPE Constitution and these bylaws.
- b) No change.
- c) No change.
- d) No change.
- e) No change.
- f) No change.
- g) No change.
- h) No change.
- i) Serve as ex-officio member of all committees of the Local, including bargaining committees, but shall not serve as an elected voting member of a bargaining committee. Required book off will be by Executive Board approval.
- j) Have first preference as a delegate to the CUPE National Convention.

Proposed Language:

The President shall:

- a) Enforce the CUPE **National** Constitution and these bylaws, **and the Equality Statement.**
- i) Serve as ex-officio member of all committees of the Local, including bargaining committees, but shall not serve as an elected voting member of a bargaining committee. ~~Required book off will be by Executive Board approval.~~
- j) Have first preference as a delegate to the CUPE National Convention, **CUPE BC Convention, BC Federation of Labour Convention, Canadian Labour Congress Convention and attend President councils of CUPE as a delegate.**
- k) **Ensure the proper functioning of the local in carrying out the duties of the office.**

Now Reads:

The President shall:

- a) Enforce the CUPE National Constitution and these bylaws, and the Equality Statement.
- i) Serve as ex-officio member of all committees of the Local, including bargaining committees, but shall not serve as an elected voting member of a bargaining committee.
- j) Have first preference as a delegate to the CUPE National Convention, CUPE BC Convention, BC Federation of Labour Convention, Canadian Labour Congress Convention and attend President councils of CUPE as a delegate.
- k) Ensure the proper functioning of the local in carrying out the duties of the office.

14.2 No change.

14.3 No change.

14.4 **Remaining amendments in section passed at the June 9, 2021 Special General Meeting**

Current Language:

The Secretary Treasurer shall:

- a) No change.

b) Current Language:

Be responsible for all financial accounts of CUPE Local 15 and be responsible for ensuring that correct and proper accounts of all its members are maintained. Maintenance of the financial accounts will include, but not be limited to maintaining, organizing, safeguarding, and keeping on file all supporting documents, authorizations, invoices and/or vouchers for every disbursement made, receipts for all monies sent to CUPE headquarters, as well as records and supporting documents for all income received by Local 15.

Proposed Language:

Be responsible for all financial accounts of CUPE Local 15 and be responsible for ensuring that correct and proper accounts of all its members are maintained. Maintenance of the financial accounts will include, but not be limited to maintaining, organizing, safeguarding, and keeping on file all supporting documents, authorizations, invoices and/or vouchers for every disbursement made, receipts for all monies sent to ~~the CUPE headquarters,~~ **National Office and Affiliates** as well as records and supporting documents for all income received by **CUPE** Local 15.

Now Reads:

Be responsible for all financial accounts of CUPE Local 15 and be responsible for ensuring that correct and proper accounts of all its members are maintained. Maintenance of the financial accounts will include, but not be limited to maintaining, organizing, safeguarding, and keeping on file all supporting documents, authorizations, invoices and/or vouchers for every disbursement made, receipts for all monies sent to the CUPE National Office and Affiliates as well as records and supporting documents for all income received by CUPE Local 15.

c) No change.

d) Current Language:

Submit CUPE Local 15's books and records to the Trustees for audit, at least once each calendar year, and in addition to providing all books, records, invoices, other supporting documents and original financial institution statements, must also furnish the Trustees with a letter from the financial institution where the funds of the local are deposited, attesting to the amount to the credit of the local at such financial institution.

Proposed Language:

Submit the local's books and records to ~~the Trustees for audit, at least once each calendar year,~~ **an outside auditor in accordance with Article B.3.12(a)(b)(c) and Article B3.13 of the CUPE National Constitution at least once each calendar year.** ~~and in addition to~~ **Also** provide ~~the trustees with all books, financial records, invoices, other supporting documents and original financial institution statements, must also furnish the Trustees with a letter from the financial institution where the funds of the local are deposited, attesting to the amount to the credit of the local at such financial institution.~~ **and the completed audit in order that the trustees can complete their duties in accordance with Article B3.10, B3.12(a)(b)(c).**

Now Reads:

Submit the local's books and records to an outside auditor in accordance with Article B.3.12(a)(b)(c) and Article B3.13 of the CUPE National Constitution at least once each calendar year. Also provide the trustees with all financial records and the completed audit in order that the trustees can complete their duties in accordance with Article B3.10, B3.12(a)(b)(c).

- e) No change.
- f) No change.
- g) No change.
- h) No change.
- i) No change.
- j) No change.
- k) No change.

14.4.1 Current Language:

The Secretary Treasurer's duties shall not infringe on Staff Union (Unifor Local 467-UW) jurisdiction.

Proposed Language:

The Secretary Treasurer's duties shall not infringe on ~~Staff Union (Unifor Local 467-UW)~~ jurisdiction.

Now Reads:

The Secretary Treasurer's duties shall not infringe on staff union jurisdiction.

14.4.2 No change.

14.5 Current Language:

The Trustees shall:

- a) Exercise general supervision over the property of CUPE Local 15. Such supervision to include, but not be limited to, ensuring that the Secretary Treasurer complies with the provisions of Section 14.4.
- b) No change.
- c) Make a written report to the next regular meeting of the local following the audit on the condition of the funds and accounts, the numbers of members in good standing, the number initiated, expelled or suspended, admitted or withdrawn, together with such other information they may deem necessary to the efficient and honest administration of the local, along with a copy of the written recommendations and/or concerns submitted to the Secretary Treasurer and the Secretary Treasurer's written response. 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.

Proposed Language:

The Trustees shall:

- a) Exercise general supervision over the property of CUPE Local 15 **in accordance with Articles B3.10, B3.12, B3.13 of the CUPE National Constitution**. Such supervision to include, but not be limited to, ensuring that the Secretary Treasurer complies with the provisions of Section 14.4.
- b) No change.
- c) ~~Make a written report to the next regular meeting of the local following the audit on the condition of the funds and accounts, the numbers of members in good standing, the number initiated, expelled or suspended, admitted or withdrawn, together with such other information they may deem necessary to the efficient and honest administration of the local, along with a copy of the written recommendations and/or concerns submitted~~

~~to the Secretary Treasurer and the Secretary Treasurer's written response. 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.~~

Provide a copy of the completed audit report to the local union membership at the Annual General Meeting along with a copy of their recommendations and/or concerns to the President and Secretary-Treasurer and the Secretary-Treasurer's response, and provide the completed audit report and prescribed form to the National Secretary-Treasurer of the Canadian Union of Public Employees.

Now Reads:

- a) Exercise general supervision over the property of CUPE Local 15 in accordance with Articles B3.10, B3.12, B3.13 of the CUPE National Constitution. Such supervision to include, but not be limited to, ensuring that the Secretary Treasurer complies with the provisions of Section 14.4.
- b) No change.
- c) Provide a copy of the completed audit report to the local union membership at the Annual General Meeting along with a copy of their recommendations and/or concerns to the President and Secretary-Treasurer and the Secretary-Treasurer's response, and provide the completed audit report and prescribed form to the National Secretary-Treasurer of the Canadian Union of Public Employees.

14.6 Amendment passed at the June 9, 2021

Current Language:

The Executive Members at Large shall:

- a) Attend all Executive and Local meetings.
- b) Be required to assist in the affairs of CUPE Local 15 as directed by the President.

Proposed Language:

The Executive Members at Large shall:

- a) Attend all Executive and ~~Local~~ **General Membership** meetings.
- b) Be required to assist in the affairs of CUPE Local 15 as directed by the President.

Now Reads:

The Executive Members at Large shall:

- a) Attend all Executive and General Membership meetings.
- b) Be required to assist in the affairs of CUPE Local 15 as directed by the President.

14.7 Current Language:

The Warden, an Executive Member at Large assigned by the Executive, shall take charge of the door and prevent any member not in good standing, or non-members, from entering the meeting unless permission is given by the Local for them to be in attendance. If the Warden is not present, the President will appoint a temporary replacement.

Proposed Language:

The ~~Warden~~, **Membership Officer**, an Executive Member at Large assigned ~~appointed~~ by the Executive, shall take charge of the door and prevent any member not in good standing, or non-members, from entering the meeting unless permission is **has been** given by the Local for them to be in attendance. If the ~~Warden~~ **Membership Officer** is not present, the President will appoint a temporary replacement.

Now Reads:

The Membership Officer, a member appointed by the Executive, shall take charge of the door and prevent any member not in good standing, or non-members, from entering the meeting unless permission has been given by the Local for them to be in attendance. If the Membership Officer is not present, the President will appoint a temporary replacement.

14.8 No change.

SECTION 15: SIGNING OFFICERS

Amendments passed at the June 9, 2021 Special General Membership Meeting

15.1 No change.

15.2 **Current Language:**

The Secretary Treasurer and all other officers authorized to sign on behalf of CUPE Local 15 will be properly bonded with a faithful performance of duty bond. Bonding amounts will conform to the minimum guidelines as established by the National Secretary Treasurer and distributed to all chartered organizations annually. The National Secretary Treasurer, in accordance with Article 9.3(k) of the National Constitution, will approve the amount of bonding for any position.

Proposed Language:

The Secretary Treasurer and all other officers authorized to sign on behalf of CUPE Local 15 will be properly bonded ~~with a faithful performance of duty bond~~ **in accordance with the CUPE National Constitution**. ~~Bonding amounts will conform to the minimum guidelines as established by the National Secretary Treasurer and distributed to all chartered organizations annually. The National Secretary Treasurer, in accordance with Article 9.3(k) of the National Constitution, will approve the amount of bonding for any position.~~

Now Reads:

The Secretary Treasurer and all other officers authorized to sign on behalf of CUPE Local 15 will be properly bonded in accordance with the CUPE National Constitution.

SECTION 16: VACANCIES

Amendments passed at the June 9, 2021 Special General Membership Meeting

16.1 Current Language:

During the temporary absence of the Secretary Treasurer of less than four months, the Executive Board may appoint a member to act as Secretary Treasurer on a temporary basis.

Proposed Language:

- a) **During the temporary absence of the President of less than four months, the Office of the President will be filled by the First Vice President.**
- b) During the temporary absence of the Secretary Treasurer of less than four months, the Executive Board may appoint a member to act as Secretary Treasurer on a temporary basis.

Now Reads:

- a) During the temporary absence of the President of less than four months, the Office of the President will be filled by the First Vice President.
- b) During the temporary absence of the Secretary Treasurer of less than four months, the Executive Board may appoint a member to act as Secretary Treasurer on a temporary basis.

16.2 Current Language:

In the event the office of the President becomes vacant, the First Vice-President will temporarily fill the position until an election is held pursuant to Section 13. The Second Vice-President will temporarily fill the position of First Vice President if that office becomes vacant.

Proposed Language:

- a) In the event the office of the President becomes vacant, the First Vice-President will temporarily fill the position until an election is held pursuant to Section 13. The Second Vice-President will temporarily fill the position of First Vice President if that office becomes vacant.
- b) **In the event the Office of the Secretary Treasurer becomes vacant the Executive Board may appoint a member to act as Secretary Treasurer on a temporary basis until an election is held pursuant to Section 13.**

Now Reads:

- a) In the event the office of the President becomes vacant, the First Vice-President will temporarily fill the position until an election is held pursuant to Section 13. The Second Vice-President will temporarily fill the position of First Vice President if that office becomes vacant.
- b) In the event the Office of the Secretary Treasurer becomes vacant the Executive Board may appoint a member to act as Secretary Treasurer on a temporary basis until an election is held pursuant to Section 13.

16.3 Current Language:

Should any Executive Board member fail to answer the roll call for three consecutive regular meetings or three consecutive regular Executive Board meetings without having submitted good reasons, their office shall be declared vacant and shall be filled by an election at the following membership meeting.

Proposed Language:

Should any Executive Board member fail to answer the roll call for three consecutive regular meetings or three consecutive regular Executive Board meetings without having submitted good **and sufficient** reasons **prior to the meetings** their office shall be declared vacant and

shall be filled by an **by**-election at the following membership meeting.

Now Reads:

Should any Executive Board member fail to answer the roll call for three consecutive regular meetings or three consecutive regular Executive Board meetings without having submitted good and sufficient reasons prior to the meetings, their office shall be declared vacant and shall be filled by a by-election at the following membership meeting.

16.4 No change.

16.5 No change.

16.6 No change.

SECTION 17: RECALL OF OFFICERS

Amendment passed at the June 9, 2021 Special General Membership Meeting

17.1.1 No change.

17.1.2 No change.

17.1.3 No change.

17.1.4 **Existing Language:**

The petition must be delivered to the Secretary Treasurer within 14 days. If the Secretary Treasurer is cited in the recall petition, the petition will be delivered to the President. If the President and Secretary Treasurer are cited in the recall petition, the petition may be delivered to any officer of CUPE Local 15 not cited for recall in the petition.

Proposed Language:

The petition must be delivered to the Secretary Treasurer within 14 days. If the Secretary Treasurer is cited in the recall petition, the petition will be delivered to the President. If the President and Secretary Treasurer are cited in the recall petition, the petition may be delivered to any officer of CUPE Local 15 **Executive Board Member** not cited for recall in the petition.

Now Reads:

The petition must be delivered to the Secretary Treasurer within 14 days. If the Secretary Treasurer is cited in the recall petition, the petition will be delivered to the President. If the President and Secretary Treasurer are cited in the recall petition, the petition may be delivered to any Executive Board Member not cited for recall in the petition.

17.1.5 No change.

17.1.6 No change.

17.1.7 **Existing Language:**

The recall procedure will incorporate the procedure for nomination and election to fill vacancies, except that the officer or officers being recalled will not be required to vacate their office until the election has concluded.

Proposed Language:

The recall procedure will incorporate the procedure for nomination and election to fill vacancies, ~~except that~~ **the officer or officers being recalled will not be required to vacate their office until the election has concluded if the recall is successful.**

Now Reads:

The recall procedure will incorporate the procedure for nomination and election to fill vacancies. The officer or officers being recalled will be required to vacate their office if the recall is successful.

SECTION 18: SHOP STEWARDS

The language below was approved by the members but subsequently not approved by CUPE National. It was referred back to the Executive for further amendments, additional formal notice of motion was served again in the February and June 2021 issues of the Members' Voice, and the members approved the amendments at the June 23, 2021 General Membership Meeting. See the bylaw document on the website for current language.

18.1

a) **Current Language:**

Selection by fellow members at the work site to serve a two year term, these elections to be held annually.

Proposed Language:

Selection **and/or election** by fellow members at the work site to serve a two year term,. These elections to be held annually.

Now Reads:

Selection and/or election by members at the work site to serve a two year term. These elections to be held annually.

b) Delete and subsequent renumber.

c) (now b) Membership in good standing. (No change)

d) (now c)

Current Language:

Compliance with the Constitution, Bylaws, Policy and Directives of CUPE National and CUPE Local 15.

Proposed Language:

Compliance with the **CUPE National** Constitution, and **the Bylaws, Policy and Directives** of ~~CUPE National and~~ **of CUPE** Local 15.

Now Reads:

Compliance with the CUPE National Constitution and the bylaws of CUPE Local 15.

e) (now d)

Current Language:

Compliance with the training requirements as determined by the membership.

Proposed Language:

Compliance with the training requirements as determined by ~~the membership~~ **and subject to confirmation by the CUPE Local 15 Executive Board..**

Now Reads:

Compliance with the training requirements as determined by and subject to confirmation by the CUPE Local 15 Executive Board.

f) (now e)

New:

Shop stewards shall not be authorized to amend or alter the terms, conditions or agreed practices arising from the collective agreement either verbally, by action, or in writing.

Such authority is vested with the President or designate subject to these bylaws.

g) (now f)

New:

Shop stewards shall be required to adhere to strict confidentiality.

18.2 Current Language:

Shop Stewards not in compliance with one or more of the subjects above, may be removed by the Executive Board. Shop Stewards so removed may seek redress in accordance with the provisions of Section 22 of these bylaws.

Proposed Language:

Shop Stewards not in compliance with one or more of the subjects above, may be removed by the Executive Board. Shop Stewards so removed may seek redress in accordance with the provisions of Section ~~22~~ **21** of these bylaws.

Now Reads:

Shop Stewards not in compliance with one or more of the subjects above, may be removed by the Executive Board. Shop Stewards so removed may seek redress in accordance with the provisions of Section 21 of these bylaws.

18.3 New: Language passed at the June 9, 2021 Special General Membership Meeting

Chief Shop Steward

18.3.1 Any bargaining unit shall be eligible to select a chief shop steward for their group/sector.

18.3.2 There shall be one chief shop steward from each of the following:

- City of Vancouver
- Vancouver Board of Parks and Recreation
- Vancouver School Board
- Langara College
- Emily Carr University
- Vancouver Coastal Health HSCBA (Community) Sector
- Vancouver Coastal Health HSPBA (Health Science Professionals) Sector
- Cultural Sector

18.3.3 Chief Shop Steward Roles and Responsibilities

The Chief Shop Stewards shall:

18.3.3.1 Provide support to shop stewards in their sector by:

- Assigning stewards to members seeking assistance from the union, including for investigative meetings, discipline meetings, and grievance meetings with the employer, with the assistance of the Office Assistants or when necessary the Secretary Treasurer.
- Preparing, maintaining, and administering a schedule of duty stewards where required.

18.3.3.2 Advise the Staff Representative and the Executive Member at Large from the sector about issues in the workplace and major cases being handled by the stewards.

18.3.3.3 Assist in administering elections for stewards in worksites, with the assistance of the Secretary Treasurer.

18.3.3.4 Attend General Membership Meetings on a regular basis.

18.3.3.5 Mentor and support stewards in their sector.

18.3.3.6 Identify and propose potential new stewards, with the assistance of the Secretary

Treasurer.

18.3.4 Qualifications

A candidate for the position of chief shop steward must:

18.3.4.1 Be a member in good standing of the union.

18.3.4.2 Have been an active shop steward in the same sector as the position being sought for the previous twelve months and has handled grievances.

18.3.4.3 Be appointed by the Executive Board.

18.3.5 Selection and Term

18.3.5.1 Any time the position of chief shop steward becomes vacant, the stewards in that sector shall conduct an election to fill the vacancy as soon as practicable.

18.3.5.2 Upon election, the chief shop steward shall serve a term of two years from the date of appointment and then must stand for re-election.

18.3.5.3 If a chief shop steward is unable to fulfill the duties of the position for a period of more than four weeks due to vacation, leave of absence, or otherwise, the Secretary Treasurer, may in consultation with the Staff Representative assigned to the sector, appoint an acting chief shop steward in the interim.

18.3.5.4 Resignation from the position of chief shop steward must be made in writing to the Secretary Treasurer or President.

18.3.5.5 A chief shop steward must vacate the position upon taking office as either President or Secretary Treasurer.

18.3.5.6 The chief shop steward may be removed at the direction of the Executive Board with the appeal process as per Section 21 of these bylaws.

18.3.6 Mobile Phone Allowance

If not already in receipt of a mobile phone allowance from CUPE Local 15 each chief shop steward shall be reimbursed, upon proof of payment, up to \$60 per month to cover the costs of a mobile phone used in the course of fulfilling the duties of the chief shop steward.

18.3.7 Book Off

18.3.7.1 A total of 24 days of book off per year (pro-rated for the first year) be pre-authorized for the chief shop stewards to carry out their duties. This is based on an average of two days per month, but can be utilized as applicable. The CSS in each sector will work closely with the shop stewards from the units and field staff assigned to the sector/group. Additional book off time may be made available on a case by case basis. Requests for additional time must be submitted to the Secretary Treasurer or designate for consideration and recommendation by the Executive.

SECTION 19: BARGAINING COMMITTEES

Amendments carried at the June 9, 2021 Special General Membership Meeting

19.1 No change.

19.2 No change.

19.3 No change.

19.4 No change.

19.5 Current Language:

All bargaining committees and bargaining committee members will abide by these bylaws and by all policies of Local 15. If, in the opinion of the Executive Board, one or more members of a bargaining committee has not so complied, the Executive may declare, with immediate effect, one or more positions on the bargaining committee temporarily vacant and will report such action to the next meeting of the bargaining group. Members so removed from a bargaining committee may seek redress to the provisions of Section 22 of these bylaws.

Proposed Language:

All bargaining committees and bargaining committee members will abide by these bylaws and by all policies of CUPE Local 15. If, in the opinion of the Executive Board, one or more members of a bargaining committee has not so complied, the Executive may declare, with immediate effect, one or more positions on the bargaining committee temporarily vacant and will report such action to the next meeting of the bargaining group. Members so removed from a bargaining committee may seek redress to the provisions of Section ~~22~~ **21** of these bylaws.

Now Reads:

All bargaining committees and bargaining committee members will abide by these bylaws and by all policies of CUPE Local 15. If, in the opinion of the Executive Board, one or more members of a bargaining committee has not so complied, the Executive may declare, with immediate effect, one or more positions on the bargaining committee temporarily vacant and will report such action to the next meeting of the bargaining group. Members so removed from a bargaining committee may seek redress to the provisions of Section 21 of these bylaws.

19.6 Current Language:

The President will be empowered to name an alternate to the bargaining committee to fill any temporary vacancy if considered necessary.

Proposed Language:

Should there be no alternates elected ¶the President ~~will~~ **shall** be empowered to name an alternate to the bargaining committee to fill any temporary vacancy if considered necessary.

Now Reads:

Should there be no alternates elected ¶the President ~~will~~ **shall** be empowered to name an alternate to the bargaining committee to fill any temporary vacancy if considered necessary.

19.7 Current Language:

Temporary vacancies and vacancies filled by alternates will be filled by election at the next meeting of the bargaining unit.

Proposed Language:

Temporary vacancies and vacancies **will be** filled by alternates ~~will be filled by election at the next meeting of the bargaining unit.~~

Now Reads:

Temporary vacancies and vacancies will be filled by alternates.

19.8 New

Bargaining Committee members will be booked off for any scheduled shifts for all bargaining related business on days bargaining related work is required.

SECTION 20: GRIEVANCE COMMITTEE

Amendments carried at the June 9, 2021 Special General Membership Meeting

20.1 Current Language:

The Grievance Committee will be a standing committee of Local 15 that meets on the second Wednesday of each month, or as often as necessary to carry out its duties. The Grievance Committee will have the responsibility and authority to decide, on behalf of Local 15, whether or not to advance grievances to arbitration or any other dispute resolution forum.

Proposed Language:

The Grievance Committee will be a standing committee of CUPE Local 15 that meets ~~on the second Wednesday of each month, or as often as~~ necessary to carry out its duties. The Grievance Committee will have the responsibility and authority to decide, on behalf of CUPE Local 15, whether or not to advance grievances to arbitration or any other dispute resolution forum.

Now Reads:

The Grievance Committee will be a standing committee of CUPE Local 15 that meets as necessary to carry out its duties. The Grievance Committee will have the responsibility and authority to decide, on behalf of CUPE Local 15, whether or not to advance grievances to arbitration or any other dispute resolution forum.

20.2 Current Language:

The Grievance Committee shall be comprised of one Table Officer (but not the Secretary Treasurer), one of the Members at Large from the sector where the grievance originated and three experienced shop stewards, or former stewards, who shall be ordinary members selected from a variety of bargaining units within the Local 15 membership by the Executive Board.

Proposed Language:

The Grievance Committee shall be comprised of one Table Officer (but not the Secretary Treasurer), one of the Members at Large from the sector where the grievance originated and three experienced shop stewards, or former stewards, who shall be ~~ordinary~~ members selected from a variety of bargaining units within the CUPE Local 15 membership by the Executive Board.

Five committee members, one of whom will be an Executive member, will constitute quorum. The Secretary Treasurer will be responsible for getting the appropriate members to sit on the committee. Every effort will be made to rotate representation on the committee among the Table Officers, Member at Large from the sector where the grievance originated, and stewards. The Table Officer will serve as chairperson of the committee. The Sector Representative will act as Recording Secretary. That is, they will fill out the report form at the end of the meeting. The order of business of the Grievance Committee meeting will be:

- i) Confirmation of who is present and in what role.
- ii) Brief presentation from staff on the recommendations and repercussions (if any).
- iii) Grievors and their steward are invited to speak to the committee. Once they have spoken they will leave the meeting.
- iv) Questions from committee members for clarification.
- v) Motion to concur, or not, with the staff recommendation.
- vi) Discussion and vote on the motion.
- vii) If the decision is not to proceed to arbitration, the committee to provide in writing the reasons for the decision.

Now Reads:

The Grievance Committee shall be comprised of one Table Officer (but not the Secretary Treasurer), one of the Members at Large from the sector where the grievance originated and three experienced shop stewards, or former stewards, who shall be members selected from a variety of bargaining units within the CUPE Local 15 membership by the Executive Board. Five committee members, one of whom will be an Executive member, will constitute quorum. The Secretary Treasurer will be responsible for getting the appropriate members to sit on the committee. Every effort will be made to rotate representation on the committee among the Table Officers, Member at Large from the sector the grievance originated, and stewards. The Table Officer will serve as chairperson of the committee. The Sector Representative will act as Recording Secretary. That is, they will fill out the report form at the end of the meeting. The order of business of the Grievance Committee meeting will be:

- i) Confirmation of who is present and in what role.
- ii) Brief presentation from staff on the recommendations and repercussions (if any).
- iii) Grievors and their steward are invited to speak to the committee. Once they have spoken they will leave the meeting.
- iv) Questions from committee members for clarification.
- v) Motion to concur, or not, with the staff recommendation.
- vi) Discussion and vote on the motion.
- vii) If the decision is not to proceed to arbitration, the committee to provide in writing the reasons for the decision.

20.2.1 Current Language:

The Staff Representative(s) responsible for the grievance in question will by written submission provide the committee with a recommendation and all relevant information on the grievance no less than seven calendar days prior to the date on which the committee is scheduled to meet to deal with the grievance. Further, the Staff Representative(s) will assist the committee in its deliberations, having voice but no vote.

Proposed Language:

The Staff Representative(s) responsible for the grievance in question will by written submission provide the committee with a recommendation and all relevant information on the grievance. ~~no less than seven calendar days prior to the date on which the committee is scheduled to meet to deal with the grievance.~~ **The report compiled by the Staff Representative for presentation to the committee will be made available to committee members.** Further, the Staff Representative(s) will ~~assist~~ **participate in** the committee's ~~in its~~ deliberations, having voice but no vote, **if required.**

Now Reads:

The Staff Representative(s) responsible for the grievance in question will by written submission provide the committee with a recommendation and all relevant information on the grievance. The report compiled by the Staff Representative for presentation to the committee will be made available to committee members. Further, the Staff Representative(s) will participate in the committee's deliberations, having voice but no vote, if required.

20.2.2 Current Language:

The grievor and the grievor's steward shall be invited to observe the deliberations of the committee and to provide information as requested by the committee and to address the committee should they so choose.

Proposed Language:

The grievor and the grievor's steward shall be invited to ~~observe the deliberations of the committee and to~~ provide information as requested by the committee and to address the committee should they so choose. **Book off will be provided for a scheduled shift, or portion of, if required.**

Now Reads:

The grievor and the grievor's steward shall be invited to provide information as requested by the committee and to address the committee should they so choose. Book off will be provided for a scheduled shift, or portion of, if required.

20.2.3 No change.

20.2.4 Delete Current Language:

~~Should a member of the committee be directly involved in a grievance that is brought before the committee then that member shall be temporarily replaced by the Executive Board until such time as the committee has rendered a decision on that grievance.~~

20.3 No change.

20.4 Current Language:

Decisions of the Grievance Committee shall be reported in writing to the Secretary Treasurer. The committee's submission will include the rationale for the decision.

20.4.1 The Secretary Treasurer will forward a copy of the committee's report to the Executive Board. If requested by the Executive Board a representative of the Grievance Committee will be available to provide an accompanying verbal report.

20.4.2 The Secretary Treasurer will forward by personal service or registered mail a copy of the committee's report to the grievor. Along with the report will be an explanation of the appeal process and relevant time limits.

Proposed Language:

Decisions of the Grievance Committee shall be reported in writing to the Secretary Treasurer. The committee's submission will include the rationale for the decision.

20.4.1 ~~The Secretary Treasurer will forward a copy of the committee's report to the Executive Board. If requested by the Executive Board a representative of the Grievance Committee will be available to provide an accompanying verbal report.~~

The Grievance Committee Report form will be completed at the end of the meeting and will serve as the record of the committee's decision. The completed form will be submitted to the Secretary Treasurer at the end of the meeting. The Secretary Treasurer will forward copies of the report form to the Executive and the grievor as specified in these bylaws.

20.4.2 The Secretary Treasurer will ~~forward by personal service or registered~~ **advise the grievor of the committee's decision along with their rationale via electronic mail with a paper copy to follow via Canada Post.** ~~a copy of the committee's report to the grievor. Along~~ **Included** with the report **committee's decision** will be an explanation of the appeal process and relevant time limits.

20.4.3 New:

Once the Grievance Committee's decision has been forwarded by the Secretary Treasurer to the grievor, the Secretary Treasurer will be responsible for completing the procedure under these bylaws. Should the grievor have questions on the

Grievance Committee's decision the member will be directed to contact the chairperson (only) for clarification purposes.

20.4.4 New:

Other than the discussion with the chairperson for clarification, members of the Grievance Committee and Executive Board are prohibited from discussing the case with the grievor.

20.4.5 New:

Where two or more grievances are heard on any one day, the committee will convene itself to address each grievance in separate meetings and will prepare a separate report for each.

Now Reads:

Decisions of the Grievance Committee shall be reported in writing to the Secretary Treasurer. The committee's submission will include the rationale for the decision.

- 20.4.1 The Grievance Committee Report form will be completed at the end of the meeting and will serve as the record of the committee's decision. The completed form will be submitted to the Secretary Treasurer at the end of the meeting. The Secretary Treasurer will forward copies of the report form to the Executive and the grievor as specified in these bylaws.
- 20.4.2 The Secretary Treasurer will advise the grievor of the committee's decision along with their rationale via electronic mail with a paper copy to follow via Canada Post. Included with the committee's decision will be an explanation of the appeal process and relevant time limits.
- 20.4.3 Once the Grievance Committee's decision has been forwarded by the Secretary Treasurer to the grievor, the Secretary Treasurer will be responsible for completing the procedure under these bylaws. Should the grievor have questions on the Grievance Committee's decision the member will be directed to contact the chairperson (only) for clarification purposes.
- 20.4.4 Other than the discussion with the chairperson for clarification, members of the Grievance Committee and Executive Board are prohibited from discussing the case with the grievor.
- 20.4.5 Where two or more grievances are heard on any one day, the committee will convene itself to address each grievance in separate meetings and will prepare a separate report for each.

20.5 Current Language:

Any grievor who disagrees with the decision of the Grievance Committee with respect to the disposition of their grievance may, by written submission to the Secretary Treasurer within fourteen calendar days of receipt of notification of the committee's decision, appeal that decision to the Local 15 Executive Board. The decision of the Executive Board with respect to the appeal shall be final and binding. The grievor shall exhaust any remedy open to her or him under these bylaws before seeking redress in civil courts.

Proposed Language:

Any grievor who disagrees with the decision of the Grievance Committee with respect to the disposition of their grievance may, by written submission to the Secretary Treasurer within fourteen calendar days of receipt of notification of the committee's decision, appeal that decision to the CUPE Local 15 Executive Board. The decision of the Executive Board with respect to the appeal shall be final and binding. **Any Executive member who sat on the Grievance Committee for the grievance under appeal shall recuse themselves from the appeal process.**

The grievor shall exhaust any remedy open to ~~her or him~~ **them** under these bylaws before seeking redress ~~in civil courts~~ **with the BC Labour Relations Board.**

Now Reads:

Any grievor who disagrees with the decision of the Grievance Committee with respect to the disposition of their grievance may, by written submission to the Secretary Treasurer within fourteen calendar days of receipt of notification of the committee's decision, appeal that decision to the CUPE Local 15 Executive Board. The decision of the Executive Board with respect to the appeal shall be final and binding. Any Executive member who sat on the Grievance Committee for the grievance under appeal shall recuse themselves from the appeal process. The grievor shall exhaust any remedy open to them under these bylaws before seeking redress with the BC Labour Relations Board.

20.5.1 Current Language:

Any grievance appeal brought before the Executive Board shall be advanced to arbitration, save and except when two-thirds or more of the Executive Board votes in opposition to advancing the grievance to arbitration.

Proposed Language:

Any grievance appeal ~~brought before~~ **will be forwarded to** the Executive Board ~~shall be advanced to arbitration, save and except when two-thirds or more of the Executive Board votes in opposition to advancing the grievance to~~ **who by two-thirds vote may forward to** arbitration.

Now Reads:

Any grievance appeal will be forwarded to the Executive Board who by two-thirds vote may forward to arbitration.

20.5.2 No change.

a) No change.

b) **Delete Language:**

~~If no Representative is available, a majority of the current Table Officers; and the decision will be reported to the next Executive Board meeting.~~

20.6 **Current Language:**

Section 22: Redress shall not apply with respect to issues of whether or not to advance grievances to arbitration or any other dispute resolution forum.

Proposed Language:

~~Section 22:~~ Redress shall not apply with respect to issues of whether or not to advance grievances to arbitration or any other dispute resolution forum.

Now Reads:

Section 21 shall not apply with respect to issues of whether or not to advance grievances to arbitration or any other dispute resolution forum.

SECTION 21: DISCIPLINE OF MEMBERS

Amendment approved at the March 18, 2021 Special General Membership Meeting

Assign 21.1 to existing language.

New:

21.2 The President of designate has the authority to immediately remove a committee member who is in contravention of the CUPE National Constitution and the Bylaws of Local 15 or who is actively bargaining below employment standards. The decision may be appealed to the Executive who will render a decision at their next meeting.

SECTION 22: REDRESS

CUPE National did not approve deleting this language.

Delete and renumber subsequent sections.

~~Any member who feels aggrieved by an action of elected or appointed officials of CUPE Local 15 will first appeal to the Executive Board. Should the member still feel aggrieved, the member will have the right to appear before a committee of three ordinary members endorsed by the general membership, who will hear the appeal. This committee will first inform the aggrieved member in writing of their findings, including recommendations. These findings will be reported to the next General Membership Meeting. Members at the General Membership Meetings will make a decision on the disposition of the committee's recommendation(s). The decision of the membership shall be final and binding. The aggrieved member will exhaust any remedy open to her/him under these bylaws before seeking redress in civil courts.~~

SECTION 22: AMENDING THE BYLAWS (formerly Section 23)

Amendments passed at the June 23, 2021 General Membership Meeting

22.1 Current Language:

The members of CUPE Local 15 may by resolution passed by two-thirds of those voting at any meeting alter, add to, repeal, or suspend any of the provisions of these bylaws provided that Notice of Motion in accordance with Section 10 has been provided, outlining specifics of the proposed amendment(s).

Proposed Language:

The members of CUPE Local 15 may by ~~resolution~~ **motion** passed by two-thirds of those voting at ~~any~~ **a General or Special Membership** meeting alter, add to, repeal, or suspend any of the provisions of these bylaws provided that Notice of Motion in accordance with Section 10 has been provided, outlining specifics of the proposed amendment(s).

Now Reads:

The members of CUPE Local 15 may by motion passed by two-thirds of those voting at a General or Special Membership meeting alter, add to, repeal, or suspend any of the provisions of these bylaws provided that Notice of Motion in accordance with Section 10 has been provided, outlining specifics of the proposed amendment(s).

22.2 Current Language:

At any meeting where a resolution is presented to the membership for a vote to alter, add to, repeal, or suspend any bylaw or portion thereof; upon completion of a vote held under this section the presiding officer of the meeting will announce the results of the vote stating the number of voting members in favour of the motion and the number of voting members against the motion, as well as the percentage.

Proposed Language:

At any meeting where a ~~resolution~~ **motion** is presented to the membership for a vote to alter, add to, repeal, or suspend any bylaw or portion thereof; upon completion of a vote held under this section the presiding officer of the meeting will announce the results of the vote stating the number of voting members in favour of the motion and the number of voting members against the motion, as well as the percentage.

Now Reads:

At any meeting where a motion is presented to the membership for a vote to alter, add to, repeal, or suspend any bylaw or portion thereof; upon completion of a vote held under this section the presiding officer of the meeting will announce the results of the vote stating the number of voting members in favour of the motion and the number of voting members against the motion, as well as the percentage.

22.3 Current Language:

Any new or amended bylaws will not become effective until approved by the National President of the Canadian Union of Public Employees. Approval will not be withheld unless there is conflict with the National Constitution. A decision on the amendments will be rendered within 90 days.

Proposed Language:

Any new or amended bylaws will not become effective until approved by the National President of the Canadian Union of Public Employees **per Article B.5.1 of the National Constitution** ~~Approval will not be withheld unless there is conflict with the National Constitution. A decision on the amendments will be rendered within 90 days.~~

Now Reads:

Any new or amended bylaws will not become effective until approved by the National President of the Canadian Union of Public Employees per Article B.5.1 of the National Constitution.

SECTION 23: WITHDRAWAL OF SERVICES (formerly Section 24)

No change.

SECTION 24: OBLIGATION OF MEMBERS (formerly Section 25)

Moved to Section 4.3 (Regular Membership).

SECTION 24: OBLIGATION OF OFFICERS (formerly Section 26)

Move to Section 13.5 (Nominations and Elections of Officers) renumber accordingly.

SECTION 24: DELEGATES TO CONVENTIONS, COUNCILS, AND CONFERENCES

(formerly Section 27)

All amendments except for 24.7 passed at the June 23, 2021 General Membership Meeting

Current Language:

27.1 The President, 1st Vice President, 2nd Vice President and Secretary Treasurer will have first preference to the CUPE National and CUPE BC Conventions. Additional delegates will be elected by the membership as follows:

City Sector – 2 delegates

K-12 Sector – 2 delegates

Parks Sector – 2 delegates

Health Sector – 2 delegates

College and University Sector – 1 delegate

Cultural Sector – 1 delegate

Young Worker – 1 delegate (A young worker is defined as a person age 30 or under.)

Additional and alternate delegates, if required, will be elected at large by the membership.

Eligibility to stand as a CUPE 15 delegate will be attendance at a minimum of 50% of the General Membership meetings in the 12 months prior to the convention.

Proposed Language:

24.1 The President, 1st Vice President, 2nd Vice President and Secretary Treasurer will have first preference to the CUPE National and CUPE BC Conventions. Additional delegates will be elected by the membership as follows:

City Sector – 2 delegates

K-12 Sector – 2 delegates

Parks Sector – 2 delegates

Health Sector – 2 delegates

College and University Sector – 1 delegate

Cultural Sector – 1 delegate

Young Worker – 1 delegate (A young worker is defined as a person age 30 or under.)

24.1.1 **If there are additional extra credentials available over and above the 15 referenced in 25.1, additional and/or alternate delegates if required, will be elected at large by the membership. upon the moving and passing of a notice of motion in compliance with these bylaws.**

24.1.2 Eligibility to stand as a CUPE 15 delegate will be attendance at a minimum of 50% of the General Membership meetings in the 12 months prior to the convention.

Now Reads:

24.1 The President, 1st Vice President, 2nd Vice President and Secretary Treasurer will have first preference to the CUPE National and CUPE BC Conventions. Additional delegates will be elected by the membership as follows:

City Sector – 2 delegates

K-12 Sector – 2 delegates

Parks Sector – 2 delegates

Health Sector – 2 delegates

College and University Sector – 1 delegate

Cultural Sector – 1 delegate

Young Worker – 1 delegate (A young worker is defined as a person age 30 or under.)

24.1.1 If there are extra credentials available over and above the 15 referenced in 25.1, additional and/or alternate delegates will be elected at large by the membership upon the moving and passing of a notice of motion in compliance with these bylaws.

24.1.2 Eligibility to stand as a CUPE 15 delegate will be attendance at a minimum of 50% of the

General Membership meetings in the 12 months prior to the convention.

24.2 No change. (formerly 27.2)

24.3 (formerly 27.3)

Current Language:

All delegates elected to the conventions held outside the Vancouver area shall be paid transportation and hotel expenses (at economy, tourist or coach rates), an allowance of \$74 per day for all expenses, and an amount equal to any loss of salary incurred by attendance at the convention.

Proposed Language:

All delegates elected to the conventions held outside the Vancouver area shall be paid **provided** transportation **expenses** and hotel ~~expenses~~ **accommodations** ~~(at economy, tourist or coach rates)~~, an allowance **A per diem** of ~~\$74~~ **\$7486** per day for all expenses, and an amount equal to any ~~loss of salary incurred by attendance at the convention~~ **will be provided to cover expenses incurred and book off for scheduled shifts of CUPE Local 15 employers will be approved.**

Now Reads:

All delegates elected to the conventions held outside the Vancouver area shall be provided transportation expenses and hotel accommodations. A per diem of \$86 will be provided to cover expenses incurred and book off for scheduled shifts of CUPE Local 15 employers will be approved.

24.4 (formerly 27.4)

Current Language:

Delegates to conventions held locally shall have no travel or hotel allowance. There shall be an allowance of thirty-five dollars (\$35) per day to cover all expenses incurred and an amount equal to any loss of salary incurred by attendance at the convention.

Proposed Language:

Delegates to conventions held locally shall **be provided** ~~have no travel or hotel allowance~~ **accommodation. A per diem** of ~~\$35~~ **\$7486** per day for all expenses, and an amount equal to any ~~loss of salary incurred by attendance at the convention~~ **will be provided to cover expenses incurred and book off for scheduled shifts of CUPE Local 15 employers will be approved.**

Now Reads:

Delegates to conventions held locally shall be provided hotel accommodation. A per diem of \$86 will be provided to cover expenses incurred and book off for scheduled shifts of CUPE Local 15 employers will be approved.

24.5 **New:**

Representation at conventions is given to the union, not to members or groups of members. Therefore, delegates must make every effort to provide a positive reflection of our union.

24.6 **New:**

24.6.1 Delegates are required to attend:

24.6.1.1 All regular sessions of the convention; arriving on time at the start of each session and remaining until adjournment.

24.6.1.2 Any special sessions intended for all delegates, as established by the convention.

24.6.1.3 Any caucus meetings where CUPE Local 15 is a member of the caucus group (e.g. BC Caucus). Attendance is optional at caucuses or committee meetings dealing with specific issues, topics, or sectors.

24.6.2 Delegates who are unable to attend convention sessions or meetings must let the President or designate know why they will be absent and for how long.

24.7 New: Defeated at the June 23, 2021 General Membership Meeting

Voting and Speaking on Resolutions

If the union membership has developed a position on any specific resolution, or has adopted a policy which has direct bearing on a resolution, delegates must vote in accordance with that position. Any delegate wishing to speak on the resolution must reflect the position taken by the membership.

24.8 New:

Expenses

24.8.1 Expenses are limited to transportation to and from the airport, train or bus station, accommodation, and book off, and a per diem will be paid for by the union. Additional transportation expenses must be pre-authorized by the Secretary Treasurer or designate. Personal transportation expenses will be the responsibility of the delegate.

24.8.2 It is considered a legitimate expense over and above per diem allowances for delegates to have any banquet or other event attached to convention paid for by the local.

24.9 New:

Discipline

24.9.1 If a delegate's behaviour violates the equality statement or code of conduct and is, in the opinion of the Table Officers of CUPE 15, potentially harmful to the individual or the local union, the Table Officers and executive members present can by simple majority vote remove the offender's delegate status, and, if appropriate, send them home at the earliest opportunity. If an alternate is available at the convention, the alternate will replace the person removed as above.

24.9.2 If the delegate in question is a table officer the remaining table officers and executive members shall vote on the matter.

24.9.3 Any delegate violating this policy could be subject to discipline in accordance with Section 21 of the Union Bylaws.

Remainder of proposed amendments will be on the September 22, 2021 General Membership Meeting Agenda

24.10 New:

CUPE Sectoral Councils and Conferences

24.10.1 The President will attend all CUPE Sectoral Councils as a delegate on behalf of CUPE Local 15.

24.10.2 In the President's absence, the Executive Board will assign an alternate delegate to attend.

24.11 New:

Colleges and Institutes Canada (CiCan) Conference

24.11.1 CUPE Local 15 will support the CiCan Conference by sending up to two representatives, one each from Langara and Emily Carr University. CUPE Local 15

will pay all expenses in accordance with Section 24.8.1. of the Local 15 bylaws. Any other costs will be absorbed by the member or paid by the employer.

24.11.2 No member may attend two consecutive years if there is more than one applicant.

24.11.3 The member from each bargaining unit must be recommended by their shop stewards based on record of activism and length of membership in CUPE Local 15.

24.11.4 The shop stewards' recommendations will be forwarded through the College/University Sector Representatives to the Executive Board for ratification.

24.11.5 The representative(s) must actively advocate CUPE Local 15 positions and perspectives while participating in the conference.

24.11.6 The representative(s) must report back to the Executive/Membership in a timely manner.

New:

SECTION 25: EDUCATION

25.1 Criteria and Accountability for Union Courses

25.1.1 Criteria

- (1) Completion of the Introduction to Stewarding course and/or demonstrated activism in CUPE Local 15.
- (2) Enhances the profile of the union within the workplace.
- (3) For out of town courses must have attended at least two General Membership meetings in the past year.

25.1.2 Requirements

- (1) In town applicants must be approved by the Union Education Committee.
- (2) Out of town union education will be recommended by the Union Education Committee to be approved by the CUPE Local 15 Executive Board.
- (3) Cost of course to be paid by union.
- (4) Any costs accrued for failing to attend will be borne by applicant.
- (5) Emergencies treated on a case by case basis.

25.2 Book Off

CUPE Local 15 will provide full book off costs for stewards attending Orientation, Basic and Advanced Steward training, Job Evaluation Representative training and Occupational Health and Safety training. CUPE Local 15 pay full book off costs for union education.

25.3 Fees

All approved courses on trade unionism taken by any member will be paid from general union funds.

25.4 Labour Courses

26.4.1 In Town Courses

- (1) Expenses reimbursed by the union include only:
 - a) course costs
 - b) book off
 - c) mileage from worksite to course site and return (as per CRA rate)
 - d) bus fare above normal to and from work expenses
 - e) parking if necessary
 - f) child care and adult care in accordance with these bylaws
 - g) meal cost if meal not provided

25.4.2 Out of Town Courses

- (1) Expenses reimbursed by the union include only:
 - a) course costs
 - b) book off
 - c) minimum cost for transportation to a maximum of bus fare equivalent (members must check with the Union Education Committee before making arrangements).
 - d) child care and adult care in accordance with these bylaws
 - e) meal costs if meal not provided

25.5 Training Regarding Staff Representative Duties

The Executive Board shall direct the Union Education Committee to include in its mandate

courses which prepare members to assume Staff Representative duties of CUPE Local 15.

New:

SECTION 26: COMMITTEES

26. Guidelines for CUPE Local 15 Committees (Not applicable to Bargaining Committees)
 - 26.1 As soon as possible after formation of a committee, and at least once per year, the names and phone numbers of all members of the committee should be forwarded to the President and the Secretary Treasurer. This information should be updated regularly.
 - 26.2 Upon formation of a committee, the committee shall review or write as necessary the terms of reference. These terms of reference must be forwarded to the Executive for approval. The terms of reference should be reviewed as needed.
 - 26.3 All actions of the committee which involve the expenditure of funds or which could be construed to be actions of the union must first be approved by the Executive and then, if required, the union membership.
 - 26.4 Committee reports must be submitted in writing by the newsletter deadline for inclusion in the Members' Voice.
 - 26.5 Committees should keep accurate records of all meetings. All committee meeting minutes shall be provided to the Office Manager and kept on file in the union office.
 - 26.6 Committees may elect their own chairperson and recording secretary.
 - 26.7 Committees should work to consensus, rather than a majority voting basis. If a vote must be taken, then the minority viewpoints should be presented along with the decision of the majority when the recommendation is made to the Executive and/or membership.

New:

SECTION 27: PREPARATION OF ANNUAL BUDGETS

- 27.1 The Finance Committee will prepare a Union, Society, and Capital budget for each fiscal year for recommendation to the Executive Board.
- 27.2 Budgets will include all anticipated expenses for the stated fiscal year.
- 27.3 Budgets will be published every year in the Members' Voice prior to approval by the general membership.
- 27.4 Budgets will be presented annually to the members for approval at the November General Membership Meeting.
- 27.5 Amendments to the annual budgets will be deferred to the next general membership meeting.

New:

SECTION 28: CREDIT CARDS

The use of a CUPE Local 15 credit card either by the President, Secretary Treasurer, Staff Representatives, or Office Manager will be subject to the following:

- 28.1 The spending limits per month on CUPE Local 15 credit cards must be strictly observed as follows:
 - 28.2.1 Staff Representative \$ 2,000
 - 28.2.2 Secretary-Treasurer \$10,000
 - 28.2.3 President \$10,000
 - 28.3.4 Office Manager \$ 2,000
- 28.2 The use of a CUPE Local 15 credit cards are solely for CUPE Local 15 Union/Society expenditures.
- 28.3 All transactions outlined in the monthly credit card statement must be documented and supported by the original invoice or receipt and charge slip and submitted to the Accounting Coordinator. The charge slip must include a detailed description of what the expense is for.
- 28.4 The use of a CUPE Local 15 credit card to obtain cash advances is not permitted.
- 28.5 Any documented misuse of CUPE Local 15 credit cards and/or violation of this bylaw will result in the withdrawal of authorization, and the cardholder will immediately be required to surrender the credit.

New:

SECTION 29: MILEAGE REIMBURSEMENT

Reimbursement claims for mileage will be paid at the current automobile allowance rate set by the Canada Revenue Agency.

- 29.1 Mileage claims for authorized union business will be calculated from the member's worksite and back to the worksite.
- 29.2 If a member is required to attend to union business while on a non-work day the member will be reimbursed mileage to and from their home only if it has been pre-authorized by the Secretary-Treasurer.

New:

SECTION 30: EXECUTIVE BOARD EXPENSE REIMBURSEMENT

The following will govern reimbursement for Executive Board members:

- 30.1 Pre-authorized travel expenses over and above those which would normally be incurred to attend to regular work of the Executive.
- 30.2 In cases where an Executive or Bargaining Committee member works part-time within the jurisdiction of the union, the following guidelines for book off and reimbursement will apply:
 - 30.3.1 When a member is required to perform the duties of their office, as authorized by the bylaws or policies of the union, the member may apply to be reimbursed for any applicable hours within the member's regularly scheduled shift.
 - 30.3.2 The member's weekly hours shall reflect actual scheduled working hours with any CUPE Local 15 employer.
 - 30.3.3 Hours spent performing authorized union duties shall, with the approval of the Executive Board, be addressed as follows:
 - 30.3.3.1 Member book off will apply for hours that coincide with actual scheduled working hours with an employer within the jurisdiction of CUPE Local 15.

New:

SECTION 31: CHILD AND DEPENDANT CARE

- 31.1 Expenses for child care up to 13 years of age and dependent care shall be reimbursed in the following manner:
 - 31.1.1 Members - to attend general membership meetings, special meetings, executive meetings, and committee meetings for appointed members.
- 31.2 Child/Dependant care reimbursement is available upon approval of the Child Care/Dependant Care Application form provided and Expense Claim form.
- 31.3 The availability of child care expense reimbursement shall be included in the Members' Voice as part of the meeting announcements.
- 31.4 Reimbursement at a rate of up to \$15 per hour will be provided for child/dependant care costs incurred outside the normal work day to a maximum of four hours and on a non working day to a maximum of eight hours.
- 31.5 All other requests for child/dependant care reimbursement shall be considered on a case by case basis by the Secretary-Treasurer.

APPENDIX A TO THE BYLAWS OF CUPE LOCAL 15 - RULES OF ORDER

No change.

APPENDIX B TO THE BYLAWS OF CUPE LOCAL 15 - CUPE LOCAL 15 EQUALITY STATEMENT

No change.