

PROPOSED BYLAW CHANGES

| | |
|---|---|
| 1 | <p>PREAMBLE</p> <p>These bylaws provide direction to the members and Executive of CUPE Local 3523 as to how the membership wishes the Local to operate. These bylaws belong to the members of Local 3523 and only the members are able to amend them.</p> <p>AMENDED NEW LANGUAGE</p> <p>CUPE Local 3523 Mission Statement: To unite, encourage, and support all members: giving all members the power and strength to defend their rights.</p> <p>Land Acknowledgement: CUPE Local 3523 recognizes that our members live, work, and play on the unceded traditional territories of the Okanagan-Sylix People who have resided here since time immemorial.</p> |
| 2 | <p>SECTION 3 GENERAL MEETINGS</p> <p>NEW LANGUAGE</p> <p>The Union may hold membership meetings in person and/or virtually. Where virtual meetings are held, all voting will be conducted electronically provided secrecy can be maintained, where mandated.</p> |
| 3 | <p>3.1 General meetings of Local 3523 shall be held on the third week of each month, with the exception of July, August and December. Notice of each general meeting outlining the date, time, location and agenda shall be given to members at least seven (7) days in advance of the meeting.</p> <p>AMENDED NEW LANGUAGE</p> <p>3.1 General meetings of Local 3523 shall be held on the third week of each month, with the exception of March, July, August and December. Notice of each general meeting outlining the date, time, location and agenda shall be given to members at least seven (7) days in advance of the meeting.</p> |
| 4 | <p>3.2 Notwithstanding the requirements of Section 3.1, an annual calendar of meeting dates is to be presented for approval at the April General Meeting so as to explain desired or required variances, (i.e., November Annual General Meeting to start at 9:00 a.m.) and to permit bookings and subsequent publication in District Calendars. Whenever possible amendments to the annual calendar are to be approved at General Meetings.</p> <p>AMENDED LANGUAGE</p> <p>3.2 Notwithstanding the requirements of Section 3.1, an annual calendar of meeting dates is to be presented for approval at the June General Meeting so as to explain desired or</p> |

| | |
|---|---|
| | <p>required variances, (i.e., January Annual General Meeting to start at 9:00 a.m.) and to permit bookings and subsequent publication in District Calendars. Whenever possible amendments to the annual calendar are to be approved at General Meetings.</p> |
| 5 | <p>3.4 Adjournment will be not later than 12 noon, unless the members approve a time extension.</p> <p>AMENDED NEW LANGUAGE</p> <p>3.4 Adjournment will be no later than three (3) hours after the meeting comes to order, unless the members approve a time extension.</p> |
| 6 | <p>5.1 The officers of the local shall consist of a President, Vice-President, Recording Secretary, Secretary-Treasurer, Sergeant-At-Arms, three (3) Trustees. All officers except the President and Secretary-Treasurer shall be elected by the membership attending and voting at the January General Meeting of each year (see Sec. 24).</p> <p>AMENDED LANGUAGE</p> <p>5.1 The officers of the local shall consist of a President, Vice-President, Recording Secretary, Secretary-Treasurer, Membership Officer, three (3) Trustees. All officers except the President and Secretary-Treasurer shall be elected by the membership attending and voting at the January General Meeting of each year (see Sec. 24).</p> |
| 7 | <p>6.1 The position of President is a full-time salaried position and will be paid at the highest pay grade in the bargaining unit plus benefits as per the Collective Agreement, to the equivalent of a forty (40) hour week. No overtime will be paid for this salaried position. Guidelines for the Office of President will be developed and amended from time to time as required by the Executive and approved by the membership of Local 3523. The President is the person who speaks on behalf of the Local Union, who meets the employer and the public.</p> <p>AMENDED AND NEW LANGUAGE</p> <p>6.1 The position of President is a full-time salaried position and will be paid at the highest pay rate (this must include all pay adjustments) in the bargaining unit plus benefits as per the Collective Agreement, to the equivalent of a forty (40) hour week. No overtime will be paid for this salaried position. Guidelines for the Office of President will be developed and amended from time to time as required by the Executive and approved by the membership of Local 3523. The President is the person who speaks on behalf of the Local Union, who meets the employer and the public.</p> |

| | |
|----|--|
| 8 | <p>7.1 The position of Vice-President is a full-time salaried position and will be paid four (4) pay grades below the President or the equivalent salary, whichever is greater. The Vice-President carries out the duties of the President if the President is absent, at the request of the President and when the President is unable to perform the duties. If the office of President becomes vacant, the Vice-President will perform the duties until the vacancy is filled as provided in the Local Union's bylaws.</p> <p>AMENDED LANGUAGE</p> <p>7.1 The position of Vice-President is a full-time salaried position and will be paid four (4) pay grades below the highest pay grade or the equivalent salary, whichever is greater. The Vice-President carries out the duties of the President if the President is absent, at the request of the President and when the President is unable to perform the duties. If the office of President becomes vacant, the Vice-President will perform the duties until the vacancy is filled as provided in the Local Union's bylaws.</p> |
| 9 | <p>7.3 The Vice-President assists the Sergeant At Arms at general meetings with registration of members and with the instruction of new members preparing to take the oath of membership.</p> <p>AMENDED LANGUAGE</p> <p>7.3 The Vice-President assists the Membership Officer at general meetings with registration of members and with the instruction of new members preparing to take the oath of membership.</p> |
| 10 | <p>SECTION 10 SARGENT IN ARMS</p> <p>AMENDED LANGUAGE</p> <p>SECTION 10 MEMBERSHIP OFFICER</p> |
| 11 | <p>10.1 The Sergeant At Arms shall:</p> <ul style="list-style-type: none"> • Guard the inner door at membership meetings and admit no one but members in good standing or Officers and officials of CUPE1 except on the order of the President and with consent of the members present. • Maintain the record of membership attendance at meetings. • Perform such other duties as may be assigned by the Executive Board from time to time. <p>AMENDED LANGUAGE</p> <p>10.1 The Membership Officer shall:</p> <ul style="list-style-type: none"> • Guard the inner door at membership meetings and admit no one but members in good standing or Officers and officials of CUPE1 except on the order of the President and with consent of the members present. |

| | |
|----|---|
| | <ul style="list-style-type: none">• Maintain the record of membership attendance at meetings.• Perform such other duties as may be assigned by the Executive Board from time to time. |
| 12 | <p>10.2 Prior to the commencement of the meeting the Sergeant-At-Arms shall be assisted by the Vice President in maintaining the "Sign-In" book and in other tasks, to assure readiness for the meeting. The official record is to be kept under the charge of the Secretary Treasurer. The Sergeant-At-Arms shall be responsible for providing a tally of those present at any meeting when requested by the President.</p> <p>AMENDED LANGUAGE</p> <p>10.2 Prior to the commencement of the meeting the Membership Officer shall be assisted by the Vice President in maintaining the "Sign-In" book and in other tasks, to assure readiness for the meeting. The official record is to be kept under the charge of the Secretary Treasurer. The Membership Officer shall be responsible for providing a tally of those present at any meeting when requested by the President.</p> <p>10.3 Prior to the commencement of the meeting the Sergeant-At-Arms shall be assisted by the Vice President in maintaining the "Sign-In" book and in other tasks, to assure readiness for the meeting. The official record is to be kept under the charge of the Secretary Treasurer. The Sergeant-At-Arms shall be responsible for providing a tally of those present at any meeting when requested by the President.</p> <p>AMENDED LANGUAGE</p> <p>10.3 Prior to the commencement of the meeting the Membership Officer shall be assisted by the Vice President in maintaining the "Sign-In" book and in other tasks, to assure readiness for the meeting. The official record is to be kept under the charge of the Secretary Treasurer. The Membership Officer shall be responsible for providing a tally of those present at any meeting when requested by the President.</p> |
| 13 | <p>13.1 The Executive Board shall consist of the Table Officers (President, Recording Secretary, Vice President, Secretary Treasurer), Sergeant-At-Arms, and Shop Stewards. Trustees shall not be members of the Executive Board.</p> <p>AMENDED LANGUAGE</p> <p>13.1 The Executive Board shall consist of the Table Officers (President, Recording Secretary, Vice President, Secretary Treasurer), Membership Officer, and Shop Stewards. Trustees shall not be members of the Executive Board.</p> |
| 14 | <p>13.5 The Executive Board will meet at least eight (8) times per year before the regular membership meeting.</p> <p>AMENDED NEW LANGUAGE</p> |

| | |
|----|---|
| | <p>13.5 The Executive Board will meet at least eight (8) times per year before the regular membership meeting. The executive board may meet virtually and/or in person. Where virtual meetings are held, all voting will be conducted electronically provided secrecy can be maintained, where mandated.</p> |
| 15 | <p>15.4.1 North Okanagan Labour Council (NOLC) - two (2) members</p> <p>AMENDED LANGUAGE</p> <p>15.4.1 North Okanagan Labour Council (NOLC) - two (7) members</p> |
| 16 | <p>15.4.2 Okanagan Mainline District Council (OMDC) - seven (7) members</p> <p>AMENDED LANGUAGE</p> <p>15.4.2 Southern Interior District Council – seven (7) members</p> |
| 17 | <p>15.5.1 Grievance Committee - President, Vice President, Shop Steward involved, and the National staff representative.</p> <p>NEW LANGUAGE</p> <p>15.5.1 Grievance Committee – President (Chair), Vice President, and the Shop Steward involved.</p> |
| 18 | <p>NEW LANGUAGE</p> <p>15.5.1.2 APPEALS PROCESS</p> <p>The decision to file a grievance and to proceed to any step of the grievance procedure including arbitration rests exclusively with the Local Union and not an individual member. To ensure the decisions are fair and not arbitrary, the following appeal process is available for members.</p> <p>If the member feels they have an issue that warrants a grievance and or arbitration, they must first discuss this issue with their Steward or a member of the Executive Board. The Shop Steward or member of the Executive Board will then consult with the 1st Vice President and advise on the merits of taking the matter forward. If the decision is to not take the matter forward the following appeal process may occur.</p> <p>First Appeal</p> <ol style="list-style-type: none"> 1. A member who wishes to appeal a decision not to proceed with a grievance or arbitration will notify the Grievance Committee Chair (1st vice president) in writing within seven (7) days of receiving this decision from their Steward/member of Executive Board. |

2. The Grievance Committee will meet within seven (7) days to decide on the matter.
3. The Steward/member of Executive Board will take any and all necessary steps with the employer to ensure the matter is not lost due to any timelines outlined in the grievance procedure of the collective agreement.
4. The Grievance Committee shall request the opinion of the National Representative.
5. At that meeting, the assigned Steward/member of Executive Board will present their reasons for not advancing the matter to grievance or arbitration.
6. The Member will then be asked to present their case along with their reasons for why they feel the matter should be advanced, and any other information they feel is relevant.
7. The member will then be excused from the meeting.
8. The Grievance Committee will then conduct a secret ballot vote to decide on whether to advance the matter or not.
9. The member will be notified of the decision by the Grievance Committee and their right to advance the matter for final appeal

Final Appeal

1. Should a member wish, they may advance the matter to a final appeal before the Local Executive Board
2. To do so, they must notify in writing to the Secretary-Treasurer within seven (7) days of receiving the decision on the first appeal.
3. The Executive Board will then have the matter placed on the agenda of the next Executive Board meeting or call a special Executive Board Meeting for the matter to be heard within fourteen (14) days of the appeal notice.
4. The Steward/member of Executive Board will take any and all necessary steps with the employer to ensure the matter is not lost due to any timelines outlined in the grievance procedure of the collective agreement.
5. Prior to the meeting, the Executive Board shall request the opinion of the National Representative.
6. At that meeting, an assigned Grievance Committee Member will present the Grievance Committee's reasons for not advancing the matter to grievance or arbitration.
7. The Member will then be asked to present their case along with their reasons for why they feel the matter should be advanced, and any other information they feel is relevant.

| | |
|----|---|
| | <p>8. The member, and the members of the Grievance Committee will then be excused from the meeting.</p> <p>9. The Executive Board will then discuss the matter with the National Representative and conduct a secret ballot vote to decide on whether to advance the matter or not.</p> <p>10. The member will be notified of the decision by the President.</p> <p>11. The decision of the Executive is final; and unless new and cogent evidence arises there will be no further appeal.</p> <p>12. For the purposes of a final appeal, the quorum requirement shall be three Executive Board members or delegates.</p> <p>15.5.2 Education Committee - (Chaired by Vice President with two (2) members.)</p> <p>This Committee will: • Gather information about appropriate courses, the availability of courses and make recommendations to the Local on whether or not members should be attending. • Assist delegates in the preparation of reports to the membership on seminars and conferences and maintain a reference file of these reports.</p> |
| 19 | <p>17.2 Local 3523 may affiliate and maintain affiliation to BC Federation of Labour, the Okanagan Mainline District Council, and North Okanagan Labour Council.</p> <p>AMENDED LANGUAGE</p> <p>17.2 Local 3523 may affiliate and maintain affiliation to BC Federation of Labour, Southern Interior District Council, and North Okanagan Labour Council.</p> |
| 20 | <p>17.3 Representatives to North Okanagan Labour Council and Okanagan Mainline District Council shall receive transportation and expenses and a per diem. (See Section 22)</p> <p>AMENDED LANGUAGE</p> <p>17.3 Representatives to North Okanagan Labour Council and Southern Interior District Council shall receive transportation and expenses and a per diem. (See Section 22)</p> |
| 21 | <p>18.2 The union dues shall consist of one point zero five (1.05%) percent local dues plus national per capita tax but in no case shall total dues be less than three (\$3.00) dollars bi-weekly for any period during which a member works.</p> <p>AMENDED NEW LANGUAGE</p> <p>18.2 The union dues shall consist of one point zero five (1.05%) percent of gross wages local dues plus national per capita tax but in no case shall total dues be less than three (\$3.00) dollars bi-weekly for any period during which a member works.</p> |

| | |
|----|--|
| 22 | <p>AMENDED NEW LANGUAGE</p> <p>18.2.2 A member who fails to pay dues and assessments for three months is automatically suspended from membership. The suspension will be reported to the Executive Board by the Secretary-Treasurer. The Executive Board will report all suspensions to the next membership meeting. The member may return to membership in good standing by paying a readmission fee and any other penalty set by the Local Union. The readmission fee cannot be less than the initiation fee of the Local Union.</p> <p>A member who has been unemployed or unable to work because of sickness shall pay the readmission fee but may not be required to pay arrears.</p> |
| 23 | <p>22.1.2 Members attending as students receive, in lieu of per diem, a flat rate of thirty (\$30) dollars for attendance at week-long Union schools. Transportation, registration, and accommodation inclusive of meals, will be paid by the Local. Registration, transportation and meals expenses are paid for attendance at weekend schools within boundaries of School District #23. Retirees at Pre-Retirement Seminars are entitled to registration, transportation and meal expenses under this Bylaw.</p> <p>AMENDED LANGUAGE</p> <p>22.1.2 Members attending as students receive, in lieu of per diem, a flat rate of thirty (\$50) dollars for attendance at week-long Union schools. Transportation, registration, and accommodation inclusive of meals, will be paid by the Local. Registration, transportation and meals expenses are paid for attendance at weekend schools within boundaries of School District #23. Retirees at Pre-Retirement Seminars are entitled to registration, transportation and meal expenses under this Bylaw.</p> |
| 24 | <p>22.1.1 Those members selected to attend out of School District #23 Union functions and requiring care for dependents shall be reimbursed up to fifteen (\$15) dollars per hour to a maximum of two hundred twenty-five (\$225) dollars per day upon presentation of paid receipts. No payment shall be made to immediate family members.</p> <p>AMENDED NUMBERING</p> <p>22.5 Those members selected to attend out of School District #23 Union functions and requiring care for dependents shall be reimbursed up to fifteen (\$15) dollars per hour to a maximum of two hundred twenty-five (\$225) dollars per day upon presentation of paid receipts. No payment shall be made to immediate family members.</p> |
| 25 | <p>22.1.2 Alcoholic beverages may not be claimed as an expense at any time.</p> <p>AMENDED NUMBERING</p> <p>22.6 Alcoholic beverages may not be claimed as an expense at any time.</p> |

| | |
|----|---|
| 26 | <p>24.4 The annual elections shall be held during the General Meeting in November of each year for the offices of Vice President, Recording Secretary, Sergeant-At-Arms, Trustees and all Shop Stewards and Committees.</p> <p>AMENDED LANGUAGE</p> <p>24.4 The annual elections shall be held during the General Meeting in January of each year for the offices of Vice President, Recording Secretary, Membership Officer, Trustees and all Shop Stewards and Committees.</p> |
| 27 | <p>24.6 The President shall be elected for a two (2) year term at the January General Meeting in odd numbered years. The Secretary Treasurer shall be elected for a two (2) year term at the January General Meeting in even numbered years.</p> <p>AMENDED AND NEW LANGUAGE</p> <p>24.6 The President and the Recording Secretary shall be elected for a two (2) year term at the January General Meeting in even numbered years. The Secretary Treasurer and the Vice-President shall be elected for a two (2) year term at the January General Meeting in odd numbered years.</p> |
| 28 | <p>24.7 The method of election shall be by secret ballot. Each member allowing their name to stand for election shall be permitted one (1) other member to act as scrutineer (to observe the ballot counting). Immediately following the close of voting, the Returning Officer and assistants shall proceed to count the ballots. Upon completion of same, the Returning Officer shall notify the President that he/she is ready to report, and the report shall be made immediately.</p> <p>AMENDED LANGUAGE</p> <p>24.7 The method of election shall be by secret ballot. Each member allowing their name to stand for election shall be permitted one (1) other member to act as scrutineer (to observe the ballot counting). Immediately following the close of voting, the Returning Officer and assistants shall proceed to count the ballots. Upon completion of same, the Returning Officer shall notify the President that they are ready to report, and the report shall be made immediately.</p> |
| 29 | <p>AMENDED NEW LANGUAGE</p> <p>24.13 Where virtual meetings are held all voting will be conducted electronically provided secrecy can be maintained where mandated. (Article B.6.2 of CUPE Constitution)</p> |
| 30 | <p>26.1 Changes to these Bylaws may only be made following a Notice of Motion given at least seven (7) before at a previous membership meeting or sixty (60) days before in writing. These Bylaws shall not be amended, added to, or suspended except upon a two-</p> |

thirds (2/3) majority vote of those present and voting at a general or special membership meeting.

AMENDED NEW LANGUAGE

26.1 Changes to these Bylaws may only be made following a Notice of Motion given at least seven (7) **days** before at a previous membership meeting or sixty (60) days before in writing. These Bylaws shall not be amended, added to, or suspended except upon a two-thirds (2/3) majority vote of those present and voting at a general or special membership meeting.

31

~~27.1 The **Sergeant-At-Arms** shall be responsible for purchasing and maintaining a sufficient supply of leather wallets for issue to each retiring member. Shop Stewards are responsible for obtaining and providing pertinent information to the **Sergeant-At-Arms**, so that wallets can be delivered as prescribed.~~

AMENDED LANGUAGE

27.1 The **Membership Officer** shall be responsible for purchasing and maintaining a sufficient supply of leather wallets for issue to each retiring member. Shop Stewards are responsible for obtaining and providing pertinent information to the **Membership Officer**, so that wallets can be delivered as prescribed.