

**CONSTITUTION AND BYLAWS**

**of the**

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION**

**LOCAL 491 – CANADA**



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## **PREAMBLE**

In order to improve the social and economic welfare of its members without regard to sex, colour, race, creed, age, culture, religion or disability to manifest its belief in the value of the unity of organized labour, this Local 491 of the Canadian Office and Professional Employees' Union (hereinafter referred to as "Local Union") has been formed.

The following Constitution and Bylaws (hereinafter referred to as "Bylaws") are adopted by the Local Union pursuant to, and to supplement, the COPE National Constitution, to safeguard the rights of all members, to provide for responsible administration of the Local Union, and to involve as many members as possible through the sharing of duties and responsibilities.

## **ARTICLE 1 - NAME**

1.01 This Local Union shall be known as the Canadian Office and Professional Employees' Union, Local 491. This Local Union shall be and remain a chartered Local Union of the Canadian Office and Professional Employees' Union (COPE).

## **ARTICLE 2 - OBJECTIVES**

2.01 The objectives of this Local Union are to:

- a) Secure adequate remuneration for work performed and generally advance the economic and social welfare of its members and of all workers;
- b) Support the National Union in reaching the goals set out in Article 2 of the National Constitution;
- c) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- d) Encourage the settlement by negotiation and mediation of all disputes between the members and Employer;
- e) Promote education for all members;
- f) Affiliate and be involved with other labour organizations insofar as that their goals and objectives are in conformity with those of the National Union; and
- g) Provide a forum where open dialogue is encouraged and difference of opinion is respected.

## **ARTICLE 3 - INTERPRETATION AND DEFINITIONS**

3.01 *Ad Hoc Committee* shall consist of members appointed by the President and approved by the Executive Board for specific mandates.

- 3.02 *Ballot Envelope* is the term used for an unmarked envelope in which the voter seals their mail-in ballot to maintain the secrecy of the cast vote.
- 3.03 *Bylaws* shall mean the Local Union's Constitution and Bylaws.
- 3.04 *COPE Ontario* is a Council of Local Unions, primarily in the Province of Ontario, providing professional resources and services to affiliated Local Unions.
- 3.05 *Executive Board* shall be composed of the elected Table Officers and Regional Vice-Presidents.
- 3.06 *Feminine/Masculine* pronouns shall be understood to include the other gender.
- 3.07 *Local Union* shall mean the Canadian Office and Professional Employees' Union, Local 491.
- 3.08 *Meeting* shall mean either in-person or conference-call assemblies of the Executive Board or committees in which minutes are taken.
- 3.09 *Membership* shall mean bargaining unit employees within the Local Union.
- 3.10 *Member in Good Standing* shall mean a bargaining unit employee who is not in arrears for dues assessment for more than three (3) months and who has not been expelled, suspended and not reinstated, issued a withdrawal card or prohibited from holding membership or office of this Local Union for having failed to obey the Bylaws of this Local Union.
- 3.11 *Name Envelope* is the term used for a larger envelope, which has the name, address and office of the member. This envelope must be checked against the membership list to ensure it is an official mail-in ballot envelope.
- 3.12 *National Union* shall mean the Canadian Office and Professional Employees' Union of the Canadian Labour Congress.
- 3.13 *Region* shall mean a geographic or administrative group of the Local Union, as provided in Article 10.01.
- 3.14 *Regional Vice-President* shall mean a member who has been elected by a vote of the regional membership to represent a Region.
- 3.15 *Retired Employees' Association* is comprised of representation of the retired members of CUPE staff.
- 3.16 *Single Numbers* shall extend to more than one (1) person or more than one (1) thing of the same sort, whenever the context admits of such extension. *Plural numbers* can apply to one (1) person only or to one (1) thing only if the context so permits.

- 3.17 *Spoiled Ballot* is a ballot where the voter's intention was not clearly indicated, or where there has been indication of cheating.
- 3.18 *Staff Representative(s)* shall mean the representative(s) assigned by COPE Ontario to service the Local Union.
- 3.19 *Table Officers* shall be the President, National Vice-President, Treasurer, Secretary, and Education/Communication Officer.
- 3.20 *Vote*
- a) *Plurality of Vote* shall mean that the successful candidate needs only to receive more votes than their opponent. For a ratification vote to pass by plurality there must be more votes for than against.
  - b) *Simple Majority Vote* shall mean a vote of fifty percent (50%) plus one.
  - c) *Two-thirds Majority Vote* shall mean that 2/3 of the members who voted must have voted in favour.
- 3.21 *Withdrawal Card* may be issued to any member of the Local Union in good standing leaving the jurisdiction of this Local Union or the National Union.

#### **ARTICLE 4 – MEMBERSHIP**

- 4.01 All employees who are employed in an occupation under the jurisdiction of this Local Union or are actively seeking a collective bargaining relationship shall be eligible for and shall be admitted to membership in the Local Union, subject to the provisions of these Bylaws and the National Union Constitution.
- 4.02 Any member of this Local Union who secures employment under the jurisdiction of any other Union affiliated with a Federation of Labour or the Canadian Labour Congress, not under the jurisdiction of this National Union, who is thereby required to become a member of such other union, may retain her membership in this Local Union.
- 4.03 In the event that any member becomes a supervisor within the meaning of existing applicable legislation in Canada and does not make application for and receive a withdrawal card as per Article 20, such member shall not be eligible to:
- a) participate or have a vote in any of this Local Union's proceedings which affect the wages and conditions of employment of the employees in the establishment where she is employed as a supervisor; or
  - b) be a candidate for office nor eligible to hold office, nor shall she be eligible to represent this Local Union in any official capacity whatsoever.

## **ARTICLE 5 –ELECTIONS AND MEMBERSHIP VOTING PROCEDURE**

### 5.01 Elections, Ratifications, Bylaw Amendments

- a) All voting of the membership shall be conducted using an electronic voting system, unless the Executive Board deems it necessary to utilize the mail-in-ballot method. All votes will be by secret ballot.
- b) It shall be the aim of the Local Union to elect the most capable members from within the Local Union.
- c) The membership of the Local Union shall receive, by electronic voting system or mail, ballots to conduct:
  - i) elections; or
  - ii) to ratify memorandums of settlement; or
  - iii) to consider proposed bylaw amendments.
- d) For a ratification vote to pass by plurality there must be more votes for than against.
- e) For a proposed Bylaw amendment to pass, two-thirds (2/3) of the members who voted must have voted in favour of the amendment, except for changes in dues and reinstatement fees, where a simple majority of members voting will be required.

### 5.02 Eligibility to Vote

All members in good standing shall be eligible to vote.

### 5.03 Table Officer and Regional Vice-Presidents' Elections

~~NOTE: Effective the approval of these amended Bylaws by the National President, the positions of Corresponding Secretary and Recording Secretary will be combined to that of Secretary and a new Executive Board position of Education/Communication Officer will be created and subsequent elections held for these positions.~~

- a) The President, National Vice-President, Secretary, Treasurer and Education/Communication Officer and Trustees shall be elected by a vote of the full membership.
- b) The Regional Vice-Presidents shall be elected by a vote of the membership in their respective regions.
- c) The President, Treasurer, and Regional Vice-Presidents shall be elected in odd years.
- d) The National Vice-President, Secretary, and Education/Communication Officer shall be elected in even years.



- e) **At each election, one (1) Trustee shall be elected for a term of three (3) years.**
- f) The Executive Board, during the month of September, shall appoint a Returning Officer, a member not seeking office, to conduct the elections.

5.04 Returning Officer

The Returning Officer shall be responsible for all votes, including election of Officers.

5.05 Duration of Term

The term of office of all duly elected positions shall be two (2) years.

5.06 Nomination

The Returning Officer shall administer and supervise the nomination of all candidates.

- a) The Returning Officer shall issue nomination forms to the membership, receive completed nomination forms and validate eligibility.
- b) Nominations shall be open for fourteen (14) calendar days and must be submitted by 4:00 p.m. to the Returning Officer on the day nominations close.
- c) The Returning Officer shall receive completed nomination forms at least fourteen (14) calendar days prior to Election Day and direct the respective balloting committee to immediately post a complete list of candidates for the office.
- d) The Returning Officer shall acknowledge receipt of the nomination form the next business day.
- e) Nominations shall be accepted for one (1) office only.
- f) No nomination shall be accepted unless the member nominating has signed the nomination form and the member nominated has indicated on the form, or by other means, their willingness to stand for office.

5.07 Officer Eligibility and Nomination

To be eligible for nomination and election, a member must be in continuous good standing for twelve (12) consecutive months prior to the date of nomination.

5.08 Regional Vice-President Eligibility and Nomination

- a) To be eligible for nomination and election, a member must be part of the region holding elections and be in continuous good standing for twelve (12) consecutive

months prior to the date of nomination.

- b) To be eligible to nominate, the member must be part of the region holding elections.

#### 5.09 Campaign

- a) After the closing of nominations all duly nominated candidates will be extended an opportunity to have a maximum of one (1) article included in the electronic voting system and posted on the Local Union website.
- b) The article may reference candidate websites but shall not contain any active links to external websites.

#### 5.10 Balloting Committee For Mail-In Ballots

- a) At the time of the election call or when a vote of the membership is required in which mail-in ballots will be utilized, the Returning Officer shall select a Balloting Committee consisting of not less than three (3) members in good standing from the nearest office within the Returning Officer's region. No member seeking election shall be a member of the Balloting Committee.
- b) It shall be the duty of the Committee to ensure the general membership is informed of all positions open for election, or provided with the appropriate documentation upon which to make a decision.
- c) The Balloting Committee shall oversee the nomination of candidates.
- d) The Returning Officer shall call upon the Balloting Committee and may appoint scrutineers to count ballots. The Balloting Committee shall:
  - i) declare a candidate elected or acclaimed to office, or
  - ii) advise the membership of the result of any ratification vote within three (3) days of the counting of ballots, or
  - iii) advise the membership of the results of any bylaw amendment

#### 5.11 Rules for Conducting Elections and Membership Votes

- a) The Returning Officer shall conduct a fair, impartial and democratic election.
- b) The President shall issue the election call to the membership not less than thirty-five (35) calendar days prior to Election Day.
- c) The Returning Officer shall select balloting time(s), date and method—electronic or mail-in—and conduct an election whenever multiple candidates seek one office.

- d) All electronic voting shall be conducted during seven-day (7) consecutive period.
- e) The election shall be by secret ballot and shall be conducted in such a manner as to ensure that only members who are in good standing receive a ballot.
- f) Ballot by fax, proxy, or email shall not be accepted.
- g) Votes cast shall be tabulated immediately following the conclusion of balloting and the results shall be posted on the Local Union website.
  - Electronic results must be sent to the Returning Officer and held for fourteen (14) calendar days.

#### 5.12 Mail-in Ballots

- a) The wording on the ballots, in consultation with the Executive, and the printing of ballots will be the responsibility of the Returning Officer.
- b) During the counting process, the *Ballot Envelope* and the *Name Envelope* must not be opened simultaneously.
- c) The Returning Officer shall check the names on the returned envelope, against a list of eligible voters, open the *Name Envelope* and place the small, sealed, unopened *Ballot Envelope* (with ballot inside) in a box.
- d) After all return envelopes have been verified, the *Ballot Envelope* containing the ballot will be opened and counted. The result of the vote including the actual count will be sent by the Returning Officer to the membership by mail, e-mail, or fax.
- e) Disposition of Mail-In Balloting Material

The following ballot material is to be retained by the Returning Officer in a sealed envelope:

- Unused ballots
- Cast ballots
- Spoiled ballots
- Rejected ballots

Each of the above is to be placed in a separate envelope, sealed, and retained in an envelope in a secure location. If no appeals are received within a thirty (30) day period, the Returning Officer will discard the envelope and notify the Executive Board this action has been taken.

### 5.13 Plurality of Vote and Tie

- a) Candidates shall be elected by a plurality of votes cast.
- b) In the event of a tie vote, a second or subsequent ballot cast by the general membership shall decide the matter. Where there are more candidates than positions, the candidate receiving the fewest number of votes shall be dropped from the next ballot.
- c) If a tie still remains, candidates who are tied with the highest number of votes cast will decide the matter by drawing lots using a coin toss.
- d) For a ratification vote to pass by plurality there must be more votes for than against.

### 5.14 Appeal Procedure

Three (3) or more members in good standing may appeal an election, or vote of the membership, to the respective Returning Officer. This appeal must be in writing within fourteen (14) days of the results of the vote, including the actual count, being sent to the membership by the Returning Officer. Should the Returning Officer's decision not be satisfactory, an appeal may be filed to the National Union in accordance with the Appeal Procedure.

### 5.15 Installation

The newly elected Executive Board members shall subscribe in writing to the installation obligation found in Appendix "A".

## **ARTICLE 6 – TABLE OFFICERS AND DUTIES**

### 6.01 Officers

- a) The Local Union shall have the following Table Officers:

President  
National Vice-President  
Treasurer  
Secretary  
Education/Communication Officer

- b) Between meetings of the Executive Board, the Table Officers shall be responsible for the administration of the affairs and activities of the Local Union.
- c) All records of the Table Officers' decisions shall be forwarded to all members of the Executive Board. Should two (2) or more Executive Board members who did not participate in a vote object to any decision(s) taken by the Table Officers, the

President should poll the full Executive Board on the subject.

## 6.02 Duties of the President

The President shall:

- a) preside at all meetings of the Executive Board and preserve order;
- b) exercise supervision over the affairs of the Local Union;
- c) ensure all officers perform their assigned duties;
- d) have a vote on all matters, except appeals against Presidential rulings, and in case of a tie vote in any matter, have the right to cast an additional vote to break the tie.
- e) prepare agendas for Executive and Table Officers' meetings;
- f) give a report at every Executive Board meeting;
- g) send out a summary report after each Executive Board meeting to Regional Vice-Presidents for distribution to the membership in their regions;
- h) travel whenever required in the interest of the Local Union;
- i) be the Local Union's representative on the National Executive Board of CUPE, but if unavailable, the President's designate shall attend. Such designate shall be agreed-to by the Executive;
- j) be a member of the Negotiating Committee and an ex-officio member of all other committees;
- k) review and approve Executive and committee member's expenses;
- l) sign all cheques and expense forms and ensure that the Local Union's funds are used only as authorized or directed by these Bylaws or vote of the membership;
- m) sign all official documents and transact such other business as may, by right, pertain to the President's office and which may be necessary for the proper functioning of the Local Union;
- n) have such other powers and duties as are provided for in these Bylaws;
- o) on expiration of office, surrender all properties and records of this Local Union to their successor.

### 6.03 Duties of the National Vice-President

The National Vice-President shall:

- a) perform all duties of the President if the President is absent or incapacitated;
- b) perform the duties of the President if the office of President falls vacant until such vacancy is filled by election;
- c) act as chairperson at all meetings of the Grievance Committee;
- d) prepare and present all grievances to the Employer;
- e) provide assistance to counsel and grievors at arbitration hearings;
- f) report to membership and Executive Board meetings on the status of grievances;
- g) complete training in Effective Stewarding or its equivalent;
- h) on expiration of office, surrender all properties and records of this Local Union to their successor.

### 6.04 Duties of the Treasurer

The Treasurer shall:

- a) keep all financial accounts of this Local Union and shall maintain correct and proper accounts of all its members;
- b) collect all reinstatement fees, dues, assessments and fines from members of this Local Union;
- c) make all disbursements for this Local Union and be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or vouchers for every disbursement made, receipts for all money sent as well as records supporting documents for all income received by the Local Union;
- d) keep a correct record of all monies received and expended following proper accounting procedure and prepare monthly financial statements for Executive Board meetings and distribution to the members;
- e) transmit monthly to COPE Ontario all reports and financial obligations owing to COPE Ontario as per the Constitution of COPE Ontario not later than the fifteenth (15th) day of the following month;

- f) be required to make monthly reports to the Secretary-Treasurer of the National Union and COPE Ontario of all dues-paying members on forms prescribed by the Secretary-Treasurer of the National Union;
- g) deposit all funds of this Local Union in a bank or credit union;
- h) prepare a yearly budget for approval by the Executive Board;
- i) submit all books and records **for verification** to the Trustees ~~for annual audit and approval~~ **at least quarterly and at the close of each fiscal year. The Trustees shall then report each verification to the Local Union and to the Secretary-Treasurer of the National Union.;**
- j) keep an up-to-date inventory list of all items purchased by the Local Union, i.e., lap top computer, fax machine, filing cabinets, etc. The inventory list shall be made available for the audit.
- k) turn over all properties and assets, including funds, books and records to the Secretary-Treasurer of the National Union and COPE Ontario or their duly authorized representative when properly called upon to do so;
- l) be a member of the Grievance Committee;
- m) have the option of maintaining a petty cash fund of not more than \$50.00 to pay immediate necessary petty cash demands upon this Local Union. Replenishment of this fund shall be by cheque; the amount of such cheque being the total of vouchers paid out for prior disbursements;
- n) be properly bonded by a bonding company;
- o) on the expiration of office, surrender all properties and assets, including funds, books and records of this Local Union to their successor.

#### 6.05 Duties of the Secretary

The Secretary shall:

- a) keep the minutes of all meetings and proceedings of the Local Union and the Executive and shall present such minutes at the next conference call meetings for approval;
- b) distribute reports and minutes of all general or special meetings and committees as soon as possible, but not later than thirty (30) days from event concerned when feasible, to Regional Vice-Presidents for distribution in their regions;
- c) be a member of the Grievance Committee; and

- d) submit the French and English versions of the Executive Board minutes to the Education/Communication Officer for posting to website within one (1) month of approval;
- e) keep all correspondence files and bring to the attention of the Executive all correspondence relative to the Local Union;
- f) prepare reports of all correspondence received and send for distribution to the members;
- g) keep on file copies of all agreements negotiated by the Local Union and file a copy with the President of the National Union and the appropriate government agencies, i.e., Ontario Ministry of Labour and the Collective Agreement Library;
- h) be responsible to collect, record, and reconcile all Local Union Leave forms with Human Resources at the conclusion of each Agreement;
- i) maintain an up-to-date list of Committee members and distribute it to the membership and submit to the Education/Communication Officer for posting to the website.
- j) maintain an up-to-date list of Officers and distribute it to the membership and advise the following in writing of any changes:
  - Canadian Labour Congress
  - CUPE National Secretary-Treasurer
  - CUPE Human Resources Manager
  - COPE National President
  - COPE Ontario
  - COPE Representative
  - COPE Local 491 members
- k) on expiration of office, surrender all properties and records of this Local Union to their successor.

#### 6.06 Duties of the Education/Communication Officer

The Education/Communication Officer shall:

- a) prepare an annual education budget in consultation with the Treasurer and submit to the Executive Board for approval;
- b) receive education requests from members, submit requests to the Executive Board for consideration, and advise the applicant and respective Regional Vice-President of the Executive Board's decision;
- c) liaise with the Treasurer on members' expenses when attending educationals or



- conferences;
- d) request and receive reports from attendees;
- e) prepare yearly report of all education activity;
- f) develop and update an information and orientation package for new members in consultation with each Regional Vice-President;
- g) keep membership and the Executive Board apprised of current education opportunities;
- h) maintain the Local Union's website, including posting of all information;
- i) assist in development and administration of electronic surveys;
- j) send out special communication bulletins;
- k) distribute scholarship information to the Executive Board for distribution to the members;
- l) on expiration of office, surrender all properties and records of this Local Union to their successor.

## **ARTICLE 7 – EXECUTIVE BOARD**

### 7.01 Executive Board Members

The Executive Board shall be comprised of:

Table Officers (5)

Regional Vice-Presidents (11) as defined in Article 8.

### 7.02 Responsibilities

The Executive Board shall:

- a) be the governing body of this Local Union and shall establish its policies in accordance with these Bylaws;
- b) have the general powers of administration and direction of the affairs of the Local Union;
- c) have the duty to decide if any policy grievance should proceed to arbitration, however the Grievance Committee and the grievor(s)'s Regional Vice-President shall assume the duty to decide if an individual or group grievance shall proceed to arbitration;

- d) have the responsibility of approving any expense exceeding \$500.00 for payment;
- e) have the responsibility of calling a strike vote and call a return to work. The membership will be sent a strike ballot prior to any strike action for their decision as to whether or not a strike will occur;

### 7.03 Meetings

- a)
  - i) All meetings, as required, shall be called by the President or designate, or by written request to the Secretary signed by at least one-half (½) of the members of the Executive Board.
  - ii) As per Article 7.03 a) i) above, General meetings of the Executive Board shall be convened a minimum of one (1) time per year, not during the months of July and August, in a designated location;
  - iii) As per Article 7.03 a) i) above, a regular monthly Executive Board meetings via conference call shall be convened a minimum of nine (9) times per year.

#### b) Notice of Meetings

All members of the Executive Board shall be given reasonable notification by the President of any meeting of the Executive Board.

#### c) Agendas

- i) Prior to General Executive Board and/or Table Officer meetings, agendas will be sent to the Executive members at least two (2) weeks prior to the meeting.
- ii) Prior to Executive Board and/or Table Officer conference call meetings, agendas will be sent to the Executive members at least three (3) days prior to the call.

#### d) Quorum

One-half (½) of the total number of the Executive Board members shall constitute a quorum of the Executive Board.

#### e) Order of Business

The order of the items of business will usually follow an accustomed pattern such as:

1. Call to Order
2. Read Equality Statement
3. Roll call of Officers
4. Minutes of previous meeting

5. Matters arising out of minutes
6. Initiation of new members
7. Report of Executive Board
8. Correspondence
9. Treasurer's Report
10. Reports from Regional Vice-Presidents
11. Reports of Delegates and Committees
12. Unfinished Business
13. New Business
14. Good and Welfare
15. Adjournment

f) Fail to Answer Roll Call:

- i) Should any Executive Board member fail to answer roll call and attend the full meeting for three (3) regularly scheduled Executive Board meetings, without having submitted reasons acceptable to the Executive Board, their office shall be declared vacant.
- ii) Should an elected Executive Board position become vacant, a by-election shall be conducted in accordance with the election process established in Article 5.

g) Vacancies In Office

- i) In the event a vacancy in the office of any Table Officer, the Executive Board shall have the authority to appoint one of the Executive members to carry out the required duties until an election is held.
- ii) In the event an Executive Board member takes a leave expected to last three (3) months or longer, she may request that an appointment be made by the Executive Board to replace her in an acting capacity. The Executive Board shall appoint one of its Officers to this acting position.

In the event the Executive Board member on such leave wishes to remain in her Executive position and once this leave has exceeded three (3) months, the situation shall be reviewed at that time by the Executive Board for continuance, appointment or election [as per Article 7.03(g)(i)]. Any continuance will be reviewed by the Executive Board at three (3) month intervals, to a maximum of nine (9) months from the start of the leave.

7.04 Voting

- a) Between General Executive Board meetings, the President (or in the absence of the President, the National Vice-President) and the Secretary shall have the authority to ascertain the opinions of the Executive Board by mail, telephone, e-mail or fax when special circumstances arise. A simple majority shall be deemed to be the decision of

the Executive Board.

- b) Each officer of the Executive Board shall have one (1) vote. The President shall act as chairperson and shall have the same rights as other members to vote on any question. In case of a tie, the chairperson may, in addition, give a casting vote, or, if they choose, refrain from breaking the tie, in which case the Motion is lost.
- c) Voting via E-Mail
  - i) For all e-mail votes of the Executive Board, with the exclusion of Education / Conferences / Conventions, the National Vice-President shall be the Returning Officer.
  - ii) All Executive Board members will have five (5) business days to record their vote to the Returning Office. Votes will be accepted until the end of business in each Region on the fifth (5<sup>th</sup>) day. Votes will not be accepted after that time under any circumstance.
  - iii) Executive Board members will have two (2) full business days, beginning the morning of the day after the request was sent, for any discussion or debate with respect to the request.

#### 7.05 Duties of the Regional Vice-Presidents

The Regional Vice-President shall:

- a) address members' issues, counsel and provide explanation of their rights under the Collective Agreement.
- b) represent their members when dealing with the Employer at the regional level;
- c) compile all relevant information and documentation for possible grievances and provide it to the National Vice-President;
- d) receive all documents from the Executive Board and forward them to the members in their regions within one (1) week of receipt;
- e) provide and present the orientation package to new members in their region and follow-up in person, or via telephone as required. The orientation package should include, but not be limited to:
  - "Welcome" letter from the President and Regional Vice-President(s);
  - List of COPE 491 Executive Officers;
  - COPE 491 Collective Agreement; and
  - COPE 491 Constitution and Bylaws.
- f) be the Chairperson at Regional Membership meetings and will call meetings at least once (1) per year or when necessary or when requested by the majority of the region

- membership. Such meetings may be by conference call. Minutes of meetings must be forwarded to the Executive Board within one (1) month of the meeting;
- g) represent their members in their region at Executive Board meetings;
  - h) report to the Executive Board on matters affecting the members of their region;
  - i) assist the Negotiation Committee in the Collective Agreement ratification process.
  - j) review and approve all expense forms of members in their region;
  - k) submit a yearly budget request for regional meetings to the Executive Board;
  - l) educate and inform members of their Region with respect to labour-management relations.
  - m) set up necessary committees and/or a Regional Advisory Committee as per Article 9.03 of these Bylaws;
  - n) be assigned the portfolio of a specific committee as determined by the Executive Board;
  - o) inform the Treasurer and President of any member retiring in their region and to present the gift on behalf of the Local Union at any scheduled special event.
  - p) be responsible for distribution of the regional budget each year to allow for donations from within their regions, i.e., food banks, women's shelters, etc. They shall contact their members regarding disbursement of funds to causes they feel are worthwhile.
  - q) be responsible to ensure that the Federation of Labour and Labour Council per capita tax forms are submitted to the Treasurer on a yearly basis;
  - r) advise the Treasurer of any CUPE Local that is on strike for two (2) weeks or longer;
  - s) research educational opportunities and needs for the members in their region in concert with the Education/Communication Officer;
  - t) upon expiration of their term, turn over to their successor all properties and records of this Local Union-

## **ARTICLE 8 – TRUSTEES**

8.01 The Trustees shall:

- a) verify all books, cheques, vouchers and other financial records of the Local Union, **annually at least quarterly and at the close of each fiscal year;**

b) report each verification in writing to the Executive Board and to the Secretary-Treasurer of the National Union.

8.02 The report of the Trustees shall be posted on the Local Union's website.

8.03 It is understood that a newly elected Treasurer be available to meet with the Trustees to answer any questions regarding the Treasurer's books, however not be present nor assist with the verification.

8.04 Expenses for the Trustees will be covered as per these Bylaws.

## **ARTICLE 9 - REGIONS**

### 9.01 Definition

The primary body of representation shall be defined as a Region as follows:

<b>BRITISH COLUMBIA</b> <i>(*Regional Office, Comox Valley, Cranbrook, Fraser Valley, Kelowna, Nanaimo, Prince George, Terrace, Trail, and Victoria)</i>	Region 1
<b>ALBERTA</b> <i>(*Regional Office, Calgary, Fort McMurray, Grande Prairie, Lethbridge, Medicine Hat, and Red Deer)</i>	Region 2
<b>SASKATCHEWAN</b> <i>(*Regional Office, Prince Albert, and Saskatoon)</i>	Region 3
<b>MANITOBA</b> <i>(*Regional Office, Brandon, and Dauphin)</i>	Region 4
<b>ONTARIO AREA</b> <i>(*Barrie, Cornwall, Hamilton, Kenora, Kingston, Kitchener, Local 503, London, Niagara, North Bay, Oshawa, Ottawa Valley, Peel, Peterborough, Sault Ste. Marie, Sudbury, Thunder Bay, Timmins, and Windsor)</i>	Region 5A
<b>ONTARIO REGIONAL OFFICE</b> <i>(*Regional Office, Locals 79, 416 and Airline Division)</i>	Region 5B
<b>NATIONAL OFFICE</b> - three (3) Regional Vice-Presidents shall be elected to service National Office. The elected representatives shall determine the department they will service, as defined below, after the election. <i>A) Finance and Administration, including Administration, Accounting, and Technology;</i> <i>B) National Services, including Communications, Equality, Health &amp; Safety, Legal, Research/Job Evaluation branches; National Services Department; and Managing Director's Office F &amp; A;</i> <i>C) Human Resources, National President's Office, National Secretary-Treasurer's Office, Union Development, Organizing and Regional Services, and Ottawa Area Office</i>	Region 6
<b>MARITIMES</b> <i>(*Regional Office, Bathurst, Charlottetown, Dalhousie, Edmundston, Moncton, and Saint John)</i>	Region 7
<b>ATLANTIC</b> <i>(*Regional Office, Corner Brook, New Glasgow, St. John's, Sydney, and Yarmouth)</i>	Region 8

\* inclusive but not limited to those listed in the event of new offices/departments or closures/mergers.

## 9.02 Adding Regions

- a) Adding Regions may be considered when:
- i) A new geographic location has been established, regardless of membership numbers.
  - ii) The number of Region members is more than the median of all Regions.
  - iii) The physical distance among members in the Region is spread over several miles.
  - iv) The Region demonstrates, through written documentation, an amendment is needed to meet particular issues and needs.
  - v) The addition, deletion or amalgamation of Regions does not result in a significant imbalance of representation.
- b) When an application is made to add a Region, the existing Regional Vice-President shall submit a tracking sheet detailing their individual needs and particular issues to the Executive Board.

## 9.03 Eliminating Regions

An application to eliminate a Region may be considered when a separate designation is not needed.

## **ARTICLE 10 – COMMITTEES**

### 10.01 Negotiating Committee

- a) The Negotiating Committee shall consist of the President, one other Table Officer as determined by the Executive Board, and four (4) elected members. The elected members will be from the following regions and will be elected by the members in those regions:
- One (1) from the West (B.C., Alberta, Saskatchewan, and Manitoba)
  - One (1) from the Ontario Region
  - One (1) from the National Office
  - One (1) from the East (New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland Labrador).

Executive Board members can be a candidate for these positions. If there are no candidates from a region, the Executive Board will appoint a member from that region, i.e., the Regional Vice-President.

These elections shall be held the year prior to the expiry of the Collective Agreement.

- b) The Negotiating Committee, once established and once negotiations have begun, shall remain in place regardless of the outcome of elections of the Executive Board. The new President shall become a member of the existing Negotiation Committee.
- c) The Committee is responsible for refining bargaining proposals approved by the Executive Board as per Article 12.01, formulating proposals through negotiations, negotiating the Collective Agreement and contract ratification by the membership in accordance with Article 12.02.
- d) In the case of a tie in any votes of the Negotiating Committee, the President will abstain from the second vote.
- e) In the event there is a need to have additional expertise during negotiations, the Executive Board shall have the authority to select an additional member(s) to be present at the bargaining table.

#### 10.02 Grievance Committee

- a) The Grievance Committee will comprise of the Table Officers of the Local Union. The National Vice-President shall be Chair of the Grievance Committee.
- b) Any grievance from a member shall be sent to the Regional Vice-President, who shall send them to the National Vice-President and members of the Grievance Committee for further discussion. All relevant documentation shall be attached.
- c) Individual grievances are to be signed by the grievor and can be done electronically (i.e., faxing, scanning and emailing).

#### 10.03 Regional Advisory Committee (as required)

- a) Should a Regional Advisory Committee be deemed necessary, it shall be comprised of the Regional Vice-President, a Regional Secretary and/or a Regional Steward.

##### b) Regional Secretary

The Regional Secretary shall:

- i) record business of the Region, attendance at Regional meetings and distribute the minutes of Regional Advisory Committee meetings and Regional Membership meetings as required;
- ii) assist in the Collective Agreement ratification process;
- ii) facilitate communication at the Regional level in matters of current labour relations issues;



- iv) maintain a list of Regional membership.
- c) Regional Steward

The Regional Steward shall:

  - i) address members' issues, counsel and provide explanation of their rights under the Collective Agreement;
  - ii) be encouraged to complete training in Effective Stewarding or its equivalent;
  - iii) assist, when requested by the Regional Vice-President, in representing members in meetings during the complaint stage;
  - iv) record and track grievances within their Region;
  - v) assist in the Collective Agreement ratification process;
  - vi) facilitate communication at the Regional level in matters of current labour relations issues.
- d) Regional Advisory Committee Meetings
  - i) Each Regional Vice-President shall convene their Regional Advisory Committee at least four (4) times per year. The Executive Board may require that special arrangements be made with respect to Regions where excessive travel is a consideration, i.e., Meetings will be held via conference call if the Committee members work in different offices.
  - ii) Meeting Notice: The Regional Vice-President shall arrange to have each member of their Regional Advisory Committee notified not less than seven (7) calendar days in advance of a Regional Advisory Committee meeting.
  - iii) Quorum for a Regional Advisory Committee meeting shall be a simple majority.
  - iv) Participation: Any member in good standing may attend a meeting of their Regional Advisory Committee and shall have voice but no vote at such meeting.

#### 10.04 Limitations On Committees

- a) In addition to committees and boards established by these Bylaws, this Local Union shall provide for such other standing committees and, from time to time, such special committees as may be proper and necessary to conduct the business of this Local Union.

- b) i) In establishing such other committees, duties of the committees, the extent of authority and the permissible amount of expenditures that may be made by such a committee must be made a part of the minutes.
- ii) Such committees shall not be permitted to exercise functions belonging to other committees or boards;
- iii) Such committees shall not make or authorize expenditures without the prior approval of the members and shall not exceed the authority granted to them by the membership.
- iv) Such committees shall be assigned by the Executive Board to the portfolio of a Regional Vice-President.

### **ARTICLE 11 – REGIONAL MEMBERSHIP MEETINGS**

- 11.01 a) Each Regional Vice-President shall call at least one (1) Regional Membership meetings each year or when necessary or when requested by the majority of the region membership. Such meetings may be by conference call. Minutes of meetings must be forwarded to the Executive Board to have posted within one (1) month of the meeting;
- b) Quorum for a Membership meeting shall be not less than ten percent (10%) of the Region membership or not less than two (2) members where Regional membership is ten (10) or under.
- c) *Retirees* may attend the first Regional Membership meeting that takes place after their retirement having neither voice nor vote and at their own expense.
- d) *Notice of Meeting* shall be distributed to the membership not less than seven (7) calendar days before the meeting.
- e) *Order of Business* for Regional Membership meetings shall be as outlined in Article 7.03 e) of these Bylaws.
- f) *Minutes or Notes* of each meeting shall be recorded and submitted to the Secretary of the Local Union along with the record of attendance within two (2) weeks of the meeting.

### **ARTICLE 12 – RULES OF ORDER**

- 12.01 The rules contained in Bourinot's Rules of Order Revised shall govern this Local Union in all cases to which they are applicable and in which they are not inconsistent with the Bylaws of the Local Union.

- 12.02 The President or, in her absence, the National Vice-President shall take the chair at all Executive meetings. In the absence of both the President and National Vice-President, the Secretary shall act as President, and in her absence a President pro-tem shall be chosen by the Executive Board.
- 12.03 When a motion is proposed, the chairperson asks, “*Is there any discussion?*” When the debate has come to an end or, if there is none, the motion is put to a vote.
- 12.04 A motion to be entertained by the chairperson must be moved and seconded.
- 12.05 When a motion to call the question is put, all debate is automatically cut off and the vote is called. If it is adopted, the debated motion is immediately put to the vote. If it is defeated, debate on the motion being studied resumes.
- 12.06 No member shall interrupt a debate except on a question of privilege, point of order, to make a motion or reconsider, to move a division of the question, or point of information.
- 12.07 Each member when speaking shall confine herself to the question under debate and avoid all personal, indecorous or sarcastic language.
- 12.08 A member being called to order three (3) times by the Chairperson without heeding shall be debarred from participating in any further business at that session provided, however, that she may, on motion carried by two-thirds (2/3) vote of the voting membership present, be relieved of this disability.

## **ARTICLE 13 – COLLECTIVE BARGAINING**

### **13.01 Bargaining Proposals**

- a) Proposal forms shall be sent to the membership and returned to the Regional Vice-President regarding negotiation submissions and their priority. The outcome shall be reported back to the membership.
- b) The Executive shall review all proposals at a full Executive meeting and establish priorities for the forthcoming negotiations.
- c) If the Executive Board deems it necessary or if requested by the Regional membership, informational membership meetings may be held to discuss the proposed amendments.
- d) In the event of joint bargaining with CSU, meetings will be held with these units for pre-negotiation discussions.

### **13.02 Ratification of Collective Agreement**

- a) Upon the Negotiating Committee reaching a tentative Memorandum of Settlement and as soon as practicable, they shall conduct an Executive Board meeting to discuss

the proposed settlement.

- b) If the Executive Board deems it necessary or if requested by the Regional membership, informational membership meetings may be held to discuss the proposed settlement;
- c) Prior to a ratification vote, members shall be provided with a copy of the Memorandum of Agreement;
- d) A ratification vote shall be held as soon as practicable following the final informational membership meeting following the voting procedures as per Article 5.

#### **ARTICLE 14 – DUES, FEES AND ASSESSMENTS**

- 14.01 The regular dues of this Local Union shall be two (2.0%) percent of each member's wages as defined in Article 6.05 of the Constitution for COPE Ontario.
- 14.02 Any member who is more than three (3) months in arrears in dues shall be classified as a suspended member and not in good standing. Effective January 1, 2011, such suspended member must pay a reinstatement fee \$20.00, together with all unpaid dues up to and including the current month, before she can regain good standing in the Local Union.
- 14.03 All proposals for assessment and increases of dues must be first considered by the Executive Board. If approved, ballots will be sent to all members, with a full explanation, and returned to an appointed Returning Officer for counting, with scrutineers made available if same are requested. A majority of votes cast is required.
- 14.04 When a member goes on voluntary General Leave as defined in the Collective Agreement, she shall pay Local Union dues in a minimum amount of \$13.00 per month. The member will be responsible for forwarding such \$13.00 per month to the Treasurer of the Local Union.
- 14.05 When a member is temporarily in another bargaining unit, she shall pay Local Union dues in the amount of \$13.00 per month. The member will be responsible for forwarding such \$13.00 per month to the Treasurer of the Local Union.

#### **ARTICLE 15 – USE OF FUNDS**

- 15.01 The use of funds of this Local Union cannot be divided in any way among individual members and can be used only for valid Local Union business.
- 15.02 The funds of the Local Union shall be used for the payment of expenses incurred by this Local Union, and as a depository for its monies.
- 15.03 All disbursements shall be made by cheques drawn on these funds, and shall be signed by two (2) of the three (3) signing officers of the Local Union, i.e., President, National Vice-

President, or Treasurer.

15.04 The fiscal year of this Local Union shall be the calendar year.

15.05 The per capita tax, reinstatement fees, and other obligations owed by this Local Union to COPE Ontario and to the National Union shall constitute a preferred claim and must be paid promptly by this Local Union each month prior to the payment of any other obligation of this Local Union.

15.06 Expenses

- a) In-town members shall be reimbursed for meals and parking upon submission of receipts for in-town committee meetings.
- b) In-town members shall receive the out-of-town per diem as outlined in the Collective Agreement without the need of a hotel receipt.
- c) Executive Meetings: In-town Executive members shall receive out-of-town per diems for all Executive meetings without the need of a hotel receipt.
- d) Negotiations: In-town Committee members shall have the option to obtain accommodation during negotiations.
- e) Last Day Out-of-Town Incidental Expenses

The following is recommended as a guidelines to be used when submitting last day out-of-town un-receipted expense claims.

- 1. Where a breakfast, lunch, and/or supper meal would normally be taken prior to arrival at the home residence and is not otherwise provided at the event attended, claim the amount allowed as outlined in Appendix M – First Day Out-of-Town Incidental Expense Guideline of the Collective Agreement.

15.07 Financial Audits verification shall be conducted ~~annually~~ on the Local Union's financial records by the Trustees.

15.08 Honourariums

- a) To acknowledge the value of the work involved, executive members shall receive \$100.00 per year.
- b) In recognition of the additional responsibilities involved in the performance of their duties:
  - i) The President and National Vice-President shall receive an additional \$400.00;

- ii) The Treasurer, Secretary and Education/Communication Officer shall receive an additional \$200.00.

#### 15.09 Members on Long-Term Disability

When members first go on long-term disability, a gift (\$50.00 limit) shall be sent to them. This shall be done on a regional basis through the Regional Vice-President and the bill shall be sent to the Treasurer of the Local Union for reimbursement.

#### 15.10 Death in the Family

In the case of a death in the immediate family (spouse, common-law spouse, child, mother, father, brother, sister) of a member, flowers or a donation will be sent (\$50.00 limit). This shall be done on a regional basis through the Regional Vice-President and the bill shall be sent to the Treasurer of the Local Union for reimbursement.

#### 15.11 Accommodation while on Local Union Business

- a) Executive members shall have the option of single occupancy.
- b) Negotiating Committee shall be single occupancy.
- c) Regional Membership meetings shall be single accommodation when funds permit. Those members who live in the community where the meeting is held will have the option of hotel accommodations or cab fare where reasonable.

#### 15.12 Travel while on Local Union Business

- a) Travel for Local Union business may be by air, bus, train, or personal vehicle but will only be reimbursed up to the cost of the lowest economy airfare.
- b) No members shall be expected to commence travel from home earlier than 7:00 a.m. If meetings commence at a time of day that prohibits travel on that day, members may travel the evening before.
- c) Members shall be expected to begin travel home upon conclusion of the meeting; however, in no case shall they be required to travel that day if they will not arrive home until 10:00 p.m. or later.
- d) For travel on days before and after events, every effort will be made to travel outside normal working hours so that Union Leave is not required.
- e) Whenever possible and practicable, cost-saving arrangements must be utilized, i.e., carpooling.
- f) Prior approval for unusual travel arrangements is required.

### 15.13 Retirees

- a) The Regional Vice-President shall purchase a gift up to the amount of \$80.00 (eighty dollars) for presentation to the retiring member. Upon retirement, for every year a person has been a member, they will also receive a cheque representing \$10.00 per year of Local Union membership.
- b) Effective October 21, 2009, the Treasurer of the Local Union shall submit a one-time-only payment of \$25.00 per new retiree to the Secretary-Treasurer of the Retired Employees' Association.

### 15.14 Regional Budgets

Each region has a budget of \$10.00 per member plus an additional \$50.00 each year to allow for donations from within their regions, i.e., food banks, women's shelters, etc. These funds are not cumulative and are to be used for non-political purposes;

### 15.15 Donations - Locals on Strike

A donation of \$100.00 may be made on behalf of the membership of COPE 491 to any Local Union that is on strike for two (2) weeks or longer.

### 15.16 Beverley Haitse Scholarship

Two (2) scholarships will be awarded per year in the amount of six hundred dollars (\$600.00) each.

### 15.17 Labour College of Canada

Annually, \$500 will either be made as a donation to the Canadian Labour Congress – Labour College of Canada or the money will be put towards sponsoring a member attending.

## **ARTICLE 16 – CONVENTIONS AND CONFERENCES**

16.01 Each delegate to a convention or conference of the National Union or any other labour convention or conference must be in continuous good standing in the Local Union for at least twelve (12) months prior to the convening of the convention or conference.

16.02 The President of the Local Union shall be the delegate to the National Union and COPE Ontario conventions. In the event the President is unable to attend, a member of the Executive Board shall act as a delegate. If the Local Union determines to send additional delegates, such delegates shall be selected by the Executive Board from among the members in good standing in the region in which the convention is held and from the Executive Board.

16.03 Delegates shall attend the meetings or sessions of the body or assembly to which they have been delegated faithfully and represent this Local Union and protect its interests and properly present and support its declared policies and instructions.

16.04 a) Any Local Union member who is interested in attending labour schools, seminars, conferences, or conventions shall send their request through the Education/Communication Officer and it shall be dealt with accordingly.

b) On the Executive Board's recommendation of the number of members allowed to attend the functions listed in Article 15.04 a), if requests number more than the quota allowed in the Region, then a vote shall be conducted in the respective Region as to who shall attend.

16.05 In-town and Out-of Town Per Diems

a) Delegates authorized to attend conventions, conferences, schools, etc., on behalf of the Local Union, shall receive a per diem allowance equal to as provided for under the Collective Agreement in effect between the Local Union and CUPE. Same shall apply for mileage allowance, if traveling by motor vehicle. Receipted hotel and transportation shall be paid over and above these amounts. Other miscellaneous expenses must be covered by receipts.

b) If a member attends a weeklong or weekend educations, seminars, conventions or conferences out of town which provides meals, etc., such included meals will be deducted from the per diem.

16.06 Child Care Allowance

As approved by the Executive Board, childcare costs up to \$40.00 per child per day with receipt will be allowed when the parent is attending weeklong or weekend educations, seminars, conventions or conferences.

**ARTICLE 17 – AFFILIATIONS**

17.01 This Local Union shall be affiliated with Federations of Labour, and may be affiliated with District Labour Councils upon notification by interested members.

**ARTICLE 18 – STRIKES**

18.01 a) No Local Union shall call a strike against an employer, or employers, unless the members of the Local Union employed by such employer or employers by a majority vote of those present at a meeting called for this purpose so authorize by secret ballot.

b) Commencing a strike shall not be construed as approval, ratification, or participation by the National Union in any particular activity of the Local Union involving such



strike and shall imply no more than that such strike is not contrary to the best interests of the National Union, its Local Unions, and its members.

- c) The role of the President shall be to ensure that strike voting procedures are in conformity with the National Union Constitution and applicable laws.
- d) The National Union President shall be informed of all strikes by any Local Union before they are called.

18.02 The Local Union may, by a majority vote, confer on the Executive Board the authority to call or terminate a strike. Such a vote will be conducted by secret ballot. The ballots of all members shall be counted at the same time by a Returning Officer appointed by the Executive Board.

18.03 A strike against the Employer may be terminated by a decision of the majority of the Executive Board. Such a decision must be ratified by the membership.

#### **ARTICLE 19 – OFFENCES AND PENALTIES**

19.01 In any case involving disciplinary action, there shall be no resort to a court of law until all means of relief within the Local Union under its Bylaws and within the National Union under its Constitution have been exhausted.

19.02 Any member may be penalized for committing any of the following offences:

- a) Publicizing or revealing information about Local Union affairs to persons not entitled to such information.
- b) Working for an employer against whom the Local Union has declared a strike or whom the Local Union has declared to be unfair, unless permission has been granted by proper officers of the Local Union.
- c) Working for less than the rate of pay provided for by the contract with the Local Union.
- d) Failure to appear before the Executive Board or the hearing officer when ordered to do so.
- e) Obtaining membership through fraudulent means, or by misrepresentation.
- f) Violation of the oath of membership, or of office if an officer.
- g) Working in the interest of any organization or a Union opposed to the interests of this Local Union.
- h) Disturbing the order of any meeting by creating or participating in a disturbance.

- i) Causing or participating in a work stoppage because of an alleged grievance or dispute without the authorization of the Local Union or its proper officers.
- j) Tampering with ballots, illegal voting, committing fraud, violence, coercion or other conduct not included in the foregoing, which in any manner interferes with a member's right of franchise.
- k) Sexual, racial or personal harassment of another member.

19.03 Any member, who has been found guilty of any of the above offences or for violation of the National Union Constitution, may be disciplined by action of the hearing officer.

**ARTICLE 20 – DISCIPLINE PROCEDURE**

20.01 The Local Union may discipline their members or officers for violation of the National Union Constitution or the Local Union Bylaws, or for engaging in any activity or course of conduct which is deemed to be contrary or detrimental to the welfare or best interest of the Local Union.

20.02 The Local Union shall follow the Internal Discipline Procedure established by the National Union Executive (Article 18.11 – Local Unions as provided for in the National Constitution) which is summarized below:

- Step 1 Once in receipt of the complaint in writing with the statement from the complainant, the name of the charged member and his/her statement in writing, the Executive Board shall render a decision.
- Step 2 An appeal may be filed with COPE Ontario, who will render a decision following receipt of the written statement of appeal from the appellant and the written statement from the defendant.
- Step 3 An appeal may be filed with the National Union. The statement of appeal and the statement from the defendant shall be forwarded in writing to the National President. The National Executive may render their decision if appropriate and if the parties agree to it. Otherwise, an appeal committee is struck to allow for the parties to be heard.

Important Note:

The above is only a summary. The official procedure that shall be followed is posted on the website of the National Union.”

**ARTICLE 21 – WITHDRAWAL CARDS**

21.01 a) Any member of the Union leaving the jurisdiction of this Local Union or the National Union may apply to the Executive Board for a withdrawal card. However, no

withdrawal card can be issued unless the member has paid dues up to and including the month during which the withdrawal card is requested and provided further that such member is in good standing with this Local Union and the National Union.

- b) A withdrawal card shall be issued by this Local Union to any member requesting same who is leaving the jurisdiction of the National Union but shall not be issued to any member on maternity leave or any other leave of absence.

21.02 A person bearing a withdrawal card shall not be entitled to participate in the operation of this Local Union. A person bearing a withdrawal card who has complied with the conditions of same shall, upon resuming work within the jurisdiction of this Local Union, deposit such card and shall be admitted to membership in this Local Union without payment of any fee.

21.03 Upon deposit of a withdrawal card, eligibility to vote or to run for office shall be the same as provided for in Articles 5.02 and 5.07 governing the rights and privileges of members.

21.04 Withdrawal cards shall be issued by the Treasurer of this Local Union, and monthly reports of all such cards issued, deposited or cancelled shall be made to the Secretary-Treasurer of the National Union.

21.05 All withdrawal cards shall be obtained by the Local Union from the Secretary-Treasurer of the National Union.

## **ARTICLE 22 – EXISTENCE**

22.01 When the Local Union ceases to represent employees of any employer in such a way that it affects its viability, the National Executive may suspend the Charter and order it dissolved. Upon the dissolution of this Local Union, all its properties and assets including its funds, books and records, shall become the property of the COPE Ontario to be held by the COPE Ontario in trust for a period of one (1) year during which time such property shall be returned to this Local Union if it is reconstituted. At the expiry of this one (1) year period, if the Local Union has not been reconstituted, its properties and assets shall become the property of the COPE Ontario and the funds shall be placed in the COPE Ontario Treasury to be used by the COPE Ontario for its general purposes.

## **ARTICLE 23 – JURISDICTION**

23.01 Where no Council exists, the National Union shall determine jurisdiction between Local Unions and settle all controversies respecting jurisdiction between Local Unions.

## **ARTICLE 24 – ADMINISTRATION**

### 24.01 Staff Representative

All officers and full-time paid organizers of the National Union shall be ex-officio members of the Local Union with the privilege of participating in its meetings but not voting; provided, however, that if such officers and organizers hold membership in this Local Union they shall retain and may exercise full rights of participation in the Local Union.

### 24.02 National Constitution

The Constitution of the National Union shall be the paramount law applying to the government of this Local Union and all provisions of said National Union Constitution, insofar as the same are or may be applicable to the affairs and activities of this Local Union, are hereby by reference thereto, incorporated into and made a part of these Bylaws, and any provision contained herein which is in conflict with the provisions of the National Union Constitution shall be inoperative and of no effect.

### 24.03 Bylaw Amendments

- a) A proposed amendment to these Bylaws may be introduced by the Executive Board or by a petition containing the proposed amendment, which has been signed by at least ten (10) members in good standing. Such petition must be presented to the Executive Board for review before it is considered by the entire membership.
- b) The Executive Board shall include the proposed amendment in its minutes to be distributed to all members in each region. A full explanation shall be included in the electronic voting system with the proposed amendment(s).
- c) For a proposed Bylaw amendment to pass, two-thirds (2/3) of the members who voted must have voted in favour of the amendment, except for changes in dues and reinstatement fees, where a simple majority of members voting will be required.
- d) No amendment to these Bylaws shall take effect until approved by the National Union President according to the National Union Constitution and Bylaws.

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August 2013

**APPENDIX “A” – INSTALLATION OF LOCAL UNION OFFICERS**

The officers will sign the pledge and return it to the Secretary of the Local Union.

“I, \_\_\_\_\_, do hereby sincerely pledge my word and honour to perform the duties assigned to me in the Local Union Constitution and Bylaws, to the best of my ability and with complete good faith to support, advance and carry out all official policies of the Local Union and to promote a harassment and discrimination-free environment. I will at all times devote my efforts to further the aims, objectives and best interests of the Canadian Office and Professional Employees’ Union. I will also surrender all books, papers and other property of this Local Union in my possession to my successor in office.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Witness)

**CANADIAN OFFICE AND PROFESSIONAL  
EMPLOYEES' UNION  
LOCAL 491**



**POLICY MANUAL**

**April 20, 2013**

## **SECTION 1 - EDUCATION REQUESTS**

### 1.01 Education and Conference Guidelines

Members interested in attending education functions shall follow the Guidelines:

- 1) An annual education budget for each region will be established proportionate to the number of members in the region. It will include training provided at Local Union regional meetings and individual member requests.
- 2) The Local Union recognizes that a properly trained Executive Board is important to our local and a separate annual budget for this purpose will be established. Priority will be given to newly elected members who require the training necessary to fulfil the duties of their position.
- 3) Recognizing that registration fees for Local Union members for CUPE workshops may be waived by CUPE and may be financially more viable, seminars, workshops and training provided by COPE Ontario, the Canadian Labour Congress, Federations of Labour, and other COPE locals will be considered before those offered by CUPE.
- 4) All Local Union education or conference requests shall be submitted to the Education/Communication Officer on an *Education and Conference Request* form.”
- 5) When applying for Local Union education or conference leave of absence that would result in loss of wages, the member must apply first to the Employer to have the loss of wages covered as per Article 16.14 of the Collective Agreement. Any expenses not covered by the Employer must be submitted to the Education/Communication Officer on an *Education and Conference Request* form.
- 6) All Local Union education or conference requests must be received by the Education/Communication Officer at least three weeks prior to the early registration deadline. Requests received after this deadline will not be considered.
- 7) Members may only apply for Local Union educations or conferences in their own area.
- 8) The process for all requests under these guidelines is:
  - a) The member submits the education and conference request to the Education/Communication Officer and provides a copy to the Regional Vice-President.
  - b) The Education/Communication Officer submits the Education and Conference request to the Executive Board for consideration.

- c) The Education/Communication Officer will contact the member with the decision of the Executive Board.
- 9) A member must have demonstrated a commitment to the Local Union and be in good standing for at least two (2) years to be considered for a week-long course. Weeklong courses will be considered after the “permanent” member has completed two basic courses as a Local Union member, up to a maximum of one (1) per member per year.
- 10) To request an advanced course, the prerequisite courses should be completed. (i.e., Stewarding I and II would be done before the weeklong arbitration course).
- 11) A report shall be submitted to the Education/Communication Officer within one month from the date of the completion of the education or conference. Failure to submit this report may lessen the chances of approval for future requests.
- 12) If a member is unable to attend an approved education or conference due to justifiable reasons (i.e. illness), the member is obligated to advise the Executive Board, in particular the Education/Communication Officer and the Treasurer, as quickly as possible so an alternate member can attend to avoid the loss of registration fees.
- 13) If an education or conference request is denied, a member may appeal in writing to the Education/Communication Officer stating the reason(s) they feel warrants a review of the decision. The Education/Communication Officer received the appeal request and submits it to the Executive Board for reconsideration. Upon receiving the decision of the Executive Board, the Education/Communication Officer will contact the member making the appeal.
- 14) As the Local Union does not cover the cost of university tuition, members may apply for tuition refund to the Employer under Article 16.13 of the collective agreement.

#### 1.02 Reports For Local Union/Education Leave

Members who attend labour functions, courses and seminars on behalf of the Local Union are responsible for submitting a short report to the Education/Communication Officer who shall submit it to the rest of the Executive Board for distribution to the membership. Members are encouraged and requested to provide reports on Local Union functions they attend. If no report is received, this may affect consideration of future requests.

#### 1.03 CUPE Education Courses

Correspondence was received from Acting Director, Education, stating that registration fees for weekend schools will be waived for COPE members. This does not apply to weeklong schools or special local workshops. Requests should go directly to the Education Representative involved, and he/she will speak to the Director of Education, if necessary.



#### 1.04 Attendance of more than one Delegate

As Federation of Labour Conventions allow us entitlement of more than one delegate and our financial position allows us to do so, both delegates shall be allowed to attend.

#### 1.05 Attendance at CUPE Division Conventions as COPE Guests

If members are interested in attending CUPE Division conventions as guests, requests are to be made through the Employer as attending may benefit our employment in understanding CUPE policy and decisions of the respective region. While attendance may or may not be granted, our awareness of the increased interest of our members to participate in such functions could enhance the possibility of such requests being granted.

### **SECTION 2 - COMMITTEES AND OFFICERS OF COPE 491**

#### 2.01 Joint Benefits Advisory Committee

The *Joint Benefits Advisory Committee* consists of one COPE representative, (one alternate available), representation from CSU and the Employer. The Committee shall meet on an as-required basis, in any event not less than twice per year. The Committee shall determine the dates. It shall be the purpose of the committee to examine and make recommendations on all aspects of the pension, insurance and other benefit plans. In order to conduct such investigations, the Employer shall arrange to have such persons as consultants, actuaries or carriers in attendance as required to assist the committee. The Committee shall be limited to act as advisor to the bargaining agent and the National Executive Board.

#### 2.02 Joint Board of Trustees

The *Joint Board of Trustees'* mandate is to administer the pension plan. The Committee is comprised of one COPE representative and alternate along with a representative and alternate from CSU and the Employer. The Committee shall meet four times a year.

#### 2.03 Health and Safety Committee

The *Health and Safety Committee* shall be constituted consisting of equal numbers of representatives of the Local Union and the Employer. The Committee shall identify potential dangers, institute means of improving the health and safety of employees, including health and safety programs, and obtaining information from the Employer respecting the identification of hazards and health and safety experience and work practices and standards. The Committee shall meet at the reasonable request of either party. Minutes shall be taken of all meetings and copies shall be sent to the Local Union and the Employer.

#### 2.04 Regional Health and Safety Committee Members

Health and Safety Committee members shall be a Local Union delegate in each region who will represent the membership in the area and regional offices on all matters relating to health & safety.

#### 2.05 Sick Leave Bank Committee

The *Sick Leave Bank Committee* shall consist of one (1) representative from the Employer and four (4) representatives from the Local Union (two from the field to deal with member's requests at National Office and two from National Office to deal with members' requests from the field). National Office will administer the Sick Leave Bank.

#### 2.06 EAP National Committee

The *EAP National Committee* consists of representatives from COPE, CSU, and the Employer to discuss the Employee Assistance Program. Meetings are held on a regular basis.

##### a) EAP Referral Agents

COPE members located in each region and at National Office will act as assistants to CUPE employees and their families who are experiencing problems and direct them to appropriate agencies in the community. Training sessions are held to familiarize the referral agents with the program, the community resources available they can draw on, and the provisions of the program available. They act in complete confidentiality and do not disclose the names of the people involved in the program to anyone.

#### 2.07 Labour-Management Committee

Meetings of the Labour-Management Committee shall be on a need be basis, and the committee shall consist of the Table Officers of the Local Union. The parties will meet within six (6) weeks of a request for a meeting from either party.

#### 2.08 Committee Appointments

Local Union committee appointments will be reviewed and renewed as necessary. If a member is interested in holding a particular committee position, he/she should notify the Executive by advising their Regional Vice President. The Executive will review the applications and make appointments for National Committees. Regional Committee appointments will be determined by the members in the region.

a) *Employment Equity Committee* consists of representatives from each COPE, CSU, and the Employer.

- b) *Workload Committee* consists of two (2) representatives from each COPE, CSU, and the Employer.
- c) *Workload Complaint Committee* consists of two (2) representatives from each COPE, CSU, and the Employer.
- d) *Violence in the Workplace Committee* consists of two (2) representatives each from COPE, CSU, and the Employer.
- e) *LTD and Return to Work Committee* consists of representatives from each COPE, CSU, and the Employer.
- f) *Women's Committee* consists of representatives from each COPE, CSU, and the Employer. COPE has voice but no vote on this Committee.
- g) *Reclassification Committee* consists of two (2) representatives each from COPE and the Employer.

### **SECTION 3 - LEAVE OF ABSENCE**

#### 3.01 EAP – Medical Leave

If a member is on EAP and requires sick leave from the sick leave bank for appointments, the member does not have to give an explanation to their Director, the EAP representative, etc. as to the nature of the leave. They should be advised, if they require further clarification, to contact the National Office.

#### 3.02 Sick Leave Bank

If a member requires sick leave (including EAP matters) from the sick leave bank the member should contact a member from the Sick Leave Bank Committee – in the field a representative from National and from National a representative from the field, or their steward who will make these contacts, advising of the number of days required and that member will follow-up with the Employer.

### **SECTION 4 - CORRESPONDENCE AND PUBLICATIONS**

#### 4.01 Canadian Labour Congress Correspondence

Any relative correspondence from the CLC shall be sent to each Vice-President in their respective region.

#### 4.02 Correspondence sent to the Employer

All members are encouraged to copy the Local Union (Secretary) on correspondence they send to the Employer so that the Local Union is made aware of what is taking place.

#### 4.03 COPE National Newsletter

Members are requested to send newsletter items to the Newsletter Editor. Regions may appoint “information collectors” who request contributions from their region's members. The collector shall then submit the information to the Newsletter Editor. All efforts will be made to have Newsletters published three (3) times each year.

### **SECTION 5 - GENERAL AND MISCELLANEOUS SECTION**

#### 5.01 Travel Insurance

A travel insurance policy for the COPE Executive and members while travelling on Local Union business has been negotiated in 1988, payable by the Employer.

#### 5.02 Good and Welfare of the Local Union

Any requests for the good and welfare of the Local Union are to be channelled through the Regional Vice-President who will contact the Table Officers and such request shall be dealt with accordingly.

#### 5.03 Requests for Attending Local Union Functions

Members do not have to take vacation in order to attend Local Union activities. However, in order to remain at an acceptable budget level, each situation shall be looked at on an individual basis. All members are urged to participate in Local Union functions.

#### 5.04 Leave Form for Local Union Business

When submitting a leave form for education/Local Union related leave, please submit the form to your immediate Supervisor or Regional Director for approval. Such forms shall then be sent to the Local Union’s Secretary. For facilitation, attach a note to the senior secretary, advising her that once the form is approved, it shall be forwarded to the Local Union’s Secretary for the Executive Board’s authorization, who shall then submit it to the Employer. Do not indicate the Article of the Collective Agreement, only your name, the date, and name of the function you are attending.

#### 5.05 Expense Claim Forms

When submitting expense claim forms to the Local Union’s Treasurer, please include your mailing address on the form and this will expedite your request for reimbursement.

#### 5.06 Alternate Locations for Executive Board Meetings

Cost studies have been completed of having Executive Board meetings at alternate locations other than Ottawa. In view of the costs (airline, accommodation) it was found it is most feasible to continue to have the meetings in Ottawa. However comparative costs

are available for the cities of Toronto and Montreal. This shall be dealt with if the occasion arises to change the location of the meeting.

#### 5.07 Translation

All important documents, i.e. minutes, policy documents, etc. shall be translated.

### **SECTION 6 - BEVERLEY HAITSE SCHOLARSHIP**

6.01 Two scholarships will be awarded in the amount of six hundred dollars (\$600.00) each. Applications are open to members in good standing, or their children, all of whom must meet the eligibility requirements and comply with the rules and procedures as established by the Executive Committee.

#### 6.02 Eligibility

An applicant must be either:

- a member of the Local Union in good standing;
- children of current Local Union members in good standing and the children of Local Union members who were in good standing at the time of their retirement, or at the time of beginning their LTD, compensation leave, or on an authorized leave of absence from the employer, or at the time of their death;
- the term “children” includes natural, adopted child or legal ward of a Local Union member from their current marriage or common-law relationship, or natural, adopted, or legal ward of Local Union members having the financial responsibility for a child from a prior marital or common-law relationship;
- entering college, university or a recognized technical or vocational post-secondary school as a full-time student, or;
- presently attending college, university or a recognized technical or vocational post-secondary school as a full-time student.

#### 6.03 Procedures

Each applicant must file an official Local Union scholarship program application. Application forms may be obtained by contacting your Regional Vice-President.

#### 6.04 Applications

The Treasurer of the Local Union must receive all applications no later than May 31<sup>st</sup> of each year. All qualified applicants will be selected by draw.

## **SECTION 7 - INTEREST IN THE CUPE TRAINEE REP PROGRAM OR BECOMING A CUPE REPRESENTATIVE**

- 7.01 Each applicant must undergo a personal interview with the Director of Organizing and Servicing and one other Employer representative and such interview is a screening step for the Trainee Representative position. A wide awareness of topics and depth of knowledge is required on such subjects as Health and Safety, Pay Equity, Job Evaluation, general knowledge of grievances, negotiations, etc. As far as improving ourselves and in preparation for such advancement, CUPE's Affirmative Action program is a route for Local Union members to follow as well as our continued activity in the labour movement, i.e. labour councils, schools, etc., and studying all relevant CUPE documentation and policies. This is very significant for our advancement and success regarding the Trainee Representative and or CUPE Representative positions.

## **SECTION 8 - INTEREST IN OCCASIONAL INSTRUCTOR PROGRAM**

- 8.01 Members should indicate their interest in the Occasional Instructor Program by writing a letter to their Regional Director with copies to the Local Union and the CUPE Education Representative in their Region.

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