



**Canadian Office and Professional Employees Union Local 343 (COPE
343)/Ontario Secondary School Teachers' Federation/Fédération des
enseignantes-enseignants des écoles secondaires de l'Ontario
(OSSTF/FEESO)**

Bargaining Unit By-laws

Approved by Local 343

August 13, 2018

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Article 1 Name

This organization shall be known as the Canadian Office and Professional Employees Union Local 343, Ontario Secondary School Teachers' Federation/Fédération des enseignantes-enseignants des écoles secondaires de l'Ontario (OSSTF/FEESO) Bargaining Unit (the Bargaining Unit).

Article 2 Membership

2.1 All members shall be in good standing and entitled to participate fully as members in the affairs of this bargaining unit, including having voice and vote in all proceedings of this bargaining Unit. (*)

() All employees in a bargaining unit, whether or not the employees are members of the trade union or of any constituent union of a council of trade unions, shall be entitled to participate in a strike vote or a vote to ratify a proposed collective agreement or memorandum of settlement. OLRA 1995, c. 1, Sched. A, s. 79 (8).*

2.2 All permanent members, after six (6) months in the bargaining unit and in good standing, shall be entitled to seek election as an officer or member of a committee of this Bargaining Unit.

Article 3 Meetings

3.1 The monthly meetings will be held on the fourth (4th) Wednesday of each month with the exception of July, August and December, when there shall be no meetings. In the case of unforeseen circumstances such as employer-related meetings superseding the use of the meeting space, the date may change in consultation with both the employer and the Chief Steward.

3.2 The quorum for meetings is ten per cent (10%) of members in the Bargaining Unit. The quorum cannot be less than three (3) members. *(COPE Local 343 Constitution and By-laws, Article 6.8 (b)).*

3.3 Special Meetings may be held upon receiving a written request signed by at least fifteen (15) members.

3.4 Special Meetings may be called provided that all members have been given at least five (5) business days notice.

3.5 Except as otherwise provided in these By-laws, *Bourinot's Rules of Order* shall apply.

Article 4 Elections

4.1 Eligible members shall elect the Committee of Stewards from the membership of this Bargaining Unit.

4.1.1 Notwithstanding 4.1, temporary employees are not eligible to run for office.

4.2 Candidates who wish their names to appear on the ballot may indicate their intention to run for office by submitting their name, supported by another member's signature at least ten (10) days prior to the election.

The name must be sent to a member of the Elections Committee by the deadline date.

- 4.3 No voting by proxy shall be allowed.
- 4.4 Candidates can be nominated from the floor, supported by one other member.
- 4.5 Elections shall be by secret ballot.
- 4.6 The candidate(s) receiving the greatest number of votes shall be declared elected.
- 4.7 The term of office for members of the Committee of Steward shall be two years. Each year will start on July 1 and end on June 30.
 - 4.7.1 Three (3) members shall be elected in even numbered years.
 - 4.7.2 Two (2) members shall be elected in odd-numbered years.
- 4.8 The position of Chief Steward shall be one (1) year in length starting on July 1 and ending on June 30 and will be chosen amongst the Committee of Stewards.
 - 4.8.1 Should there be two (2) or more Stewards willing to assume the position of Chief Steward and a decision cannot be reached, the membership will vote by secret ballot.
- 4.9 If a member wishes to challenge the vote, they must submit their reason to a member of the Elections Committee within 24 hours of the vote.
- 4.10 Ballots will be destroyed 48 hours after the election unless there is a challenge. Ballots will be destroyed after the challenge has been resolved.

Article 5 Duties of Officers

- 5.1 It shall be the duty of the Chief Steward to:
 - a. be the Chair of this Bargaining Unit;
 - b. be part of the negotiations team for this Bargaining Unit;
 - c. be the Chair of the Grievance Committee;
 - d. call meetings of the Committee of Stewards in accordance with the By-laws and this Bargaining Unit's Collective Agreement;
 - e. preside at all meetings of the Committee of Stewards and the membership;
 - f. disseminate information to the membership;
 - g. act as a liaison between this Bargaining Unit and OSSTF/FEESO;
 - h. assist in the maintenance of this Bargaining Unit's Collective Agreement
 - i. receive this Bargaining Unit's correspondence and directaction where necessary;
 - j. act as ex-officio member on all Standing Committees and to maintain in contact with all Bargaining Unit issues;
 - k. delegate, as appropriate, the above duties.
 - l. in consultation with the Staff Representative, the Chief Steward will call a meeting of the bargaining unit to advise the members of an agreement/settlement or letter of understanding that has been signed with the employer, which effectively amends and/or changes the current collective agreement.

- 5.2** It shall be the duty of the Stewards to:
- a. perform the duties of the Chief Steward in their absence or at their request;
 - b. be part of the negotiations team for this Bargaining Unit;
 - c. be a member of the Grievance Committee and at least one (1) Standing Committee;
 - d. be responsible for taking the minutes of the meetings;
 - e. store and maintain the minutes of meetings for reference purposes
 - f. deal with correspondence as directed by the Chief Steward;
 - g. carry out the duties in accordance with the By-laws;
 - h. assist in the maintenance of this Bargaining Unit's Collective Agreement

Article 6 Standing Committees

- 6.1** There shall be the following Standing Committees: Negotiations Committee (see Article 9), By-laws Committee, Elections Committee, EI Rebate Committee, Grievance Committee, Health and Safety Committee, Pay Equity (Evaluation) Committee, Pay Equity (Steering) Committee and Pension Committee.
- 6.1.1** With the exception of the Elections Committee, Grievance Committee, Health and Safety Committee and Pension Committee the composition will be one (1) Steward and up to two (2) members of this Bargaining Unit.
 - 6.1.2** Standing Committee membership shall be on a voluntary basis. In the event there are more volunteers than vacancies, an election will be held.
 - 6.1.3** The term shall be two years from July 1 to June 30.
 - 6.1.4** The Steward assigned to specific Committees will be the spokesperson for that Committee, unless otherwise agreed to by the Committee.
 - 6.1.5** In the event of a vacancy prior to the end of the term, a volunteer shall be sought from the membership.
- 6.2 By-laws Committee (COPE only)**
- 6.2.1** The purpose of the By-laws Committee shall be to maintain the Bargaining Unit's By-laws and to recommend appropriate revisions when requested by the members.
 - 6.2.2** The By-laws Committee will submit revisions/amendments to its By-laws to the Local 343 Executive Board for approval. Any revisions/amendment to these By-laws shall take effect after the Local 343 Executive Board approves them.
- 6.3 EI Rebate Committee (COPE only)**
- 6.3.1** The purpose of the EI Rebate Committee is to administer funds from the EI Rebate account in accordance with guidelines set by this Bargaining Unit.
 - 6.3.2** EI Rebate guidelines shall be reviewed yearly, based on previous allocation of funds.

6.4 Elections Committee (COPE only)

- 6.4.1** The Elections Committee shall be composed of three (3) members and one (1) alternate.
- 6.4.2** The purpose of the Elections Committee is to conduct and report the results of any election held in this Bargaining Unit. The duties include collecting the names of eligible candidates, distributing ballots and perform the ballot counting. The Elections Committee will forward the final count to the Chief Steward (or designate) at the meeting and the results will be announced.
- 6.4.3** The alternate may be called upon should a member of this Committee decide to have their name on any ballot, due to illness, absence, or if they resign.

6.5 Grievance Committee (COPE only)

- 6.5.1** The Chief Steward shall be the Chair and all stewards will be members.
- 6.5.2** The purpose of the Grievance Committee is to ensure the timely processing of grievances

6.6 Health and Safety Committee (joint – COPE and OSSTF)

- 6.6.1** This Committee, in conjunction with OSSTF/FEESO, shall have up to four (4) members from this Bargaining Unit.
- 6.6.2** The purpose of the Health and Safety Committee is to investigate any and all health and safety concerns of the members, and to report them to management, with follow-up to the membership on a timely basis. There are meetings scheduled every month with the exception of July and August. Formal training is required.

6.7 Pay Equity - Joint Job Evaluation Committee (JJEC) (joint – COPE and OSSTF)

- 6.7.1** In the maintenance of pay equity process, this Committee, composed of three (3) members from COPE and three (3) from OSSTF, meets to evaluate each new female job classification as well as changes of circumstances submitted to the JJEC by the Joint Steering Committee (JSC). Training is required.
- 6.7.2** Members who have served on the JSC shall not be eligible to serve on the JJEC of this Bargaining Unit. Training is required.

6.8 Pay Equity - Joint Steering Committee (JSC) – (joint – COPE and OSSTF)

- 6.8.1** In the maintenance of pay equity, this Committee, composed of three (3) members from COPE and three (3) from OSSTF, ensure that the evaluation of all job classifications is in keeping with the

original pay equity plan. The JSC examines the changes of circumstance presented by COPE members and determines which factors the JJEC will consider.

6.9 Pension Committee (joint – COPE and OSSTF)

6.9.1 The Pension Committee shall consist of one (1) Steward and up to three (3) members from the general membership.

6.9.2 The purpose of the Pension Committee is to investigate the current pension plans and report back to the membership of any relevant changes and their effect on this Bargaining Unit.

Article 7 Vacancies

7.1 Steward - In the event any vacancy is created by the resignation or removal of a member of the Committee of Stewards, there shall be a call for the election of a replacement to fill the balance of the term. Such replacement shall hold office until the next regular election for that office.

7.2 Standing Committees - Vacancies may be created in one of the following ways:

7.2.1 In the event that a Steward resigns from the Standing Committee, the Committee of Stewards will assign another Steward to replace the member who has submitted their resignation.

7.2.2 In the event that a member resigns from a Standing Committee, an election will be held among the volunteers to fill that position for the remainder of the term.

Article 8 COPE Local 343 Constitution and By-laws

8.1 Where a conflict or difference of opinion arises out of the interpretation or breach of these By-laws or where there is any conflict between Local 343 Constitution and By-laws, the Local 343 Constitution and By-laws shall govern.

Article 9 Negotiations

9.1 The negotiating team will include the Chief Steward, the stewards, and the COPE Staff Representative.

9.1.1 The COPE Staff Representative will be the Bargaining Unit's spokesperson.

Article 10 Ratification Meeting and Vote (see Appendix A)

10.1 The COPE Local 343 Ratification/Strike Vote Policy is attached. (see Appendix A)

10.2 In the event of a tentative agreement not being ratified, the COPE Staff Representative will provide this Bargaining Unit with information as to what the next steps will be.

Article 11 Amendments

- 11.1** Any amendments to these By-laws shall be proposed at the June meeting, and should be submitted to the By-laws Committee, in writing, at least two weeks before the scheduled June meeting.
- 11.2** By-laws may be amended by a 2/3rds majority vote of all members present and voting.
- 11.3** The By-laws Committee will submit amendments to its By-laws to the Local 343 Executive Board for approval. Any amendment to these By-laws shall take effect after the Local 343 Executive has approved them.

Finalized September 24, 2018
By-laws Committee: Tooraj Samiee, Karla Hernandez, Tanya La Rush

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