



# **Constitution and By-Laws**

**of the**

## **Canadian Office & Professional Employees Union, 343**

Chartered by the  
Canadian Office & Professional Employees Union  
2005

Revised as per Local 343 Convention of April 2023  
Revised as per COPE National Convention June 2019

## **Table of Contents**

<b>ARTICLE 1 - NAME</b>	<b>4</b>
<b>ARTICLE 2 - AIMS AND PURPOSES</b>	<b>4</b>
<b>ARTICLE 3 - EXISTENCE</b>	<b>4</b>
<b>ARTICLE 4 - JURISDICTION</b>	<b>4</b>
<b>ARTICLE 5 - MEMBERSHIP</b>	<b>5</b>
5.8 Active Membership	5
5.9 Non-active Members:	6
5.10 Associate Membership:	6
5.11 Honourary Membership:	7
5.12 Withdrawal Cards:	7
<b>ARTICLE 6 - MEETINGS</b>	<b>7</b>
<b>ARTICLE 7 - EXECUTIVE BOARD</b>	<b>9</b>
<b>ARTICLE 8 - DUTIES OF OFFICERS</b>	<b>10</b>
8.1 The President:	10
8.2 The Vice-President:	11
8.3 The Treasurer:	11
8.4 Recording Secretary:	12
8.5 Members-at-Large:	13
8.6 Young Worker Member	13
8.6 Equity Members	13
<b>ARTICLE 9 – PURPOSE OF THE BIENNIAL GENERAL MEETING</b>	<b>14</b>
<b>ARTICLE 10 - STANDING COMMITTEES</b>	<b>14</b>
10.1 Organizing Committee	14
10.2 Education Committee	14
10.3 Communications Committee	15
10.4 Personnel Committee	15
10.5 Finance Committee	15
10.6 Constitution Committee	15
10.7 Political Action Committee	15
10.8 Elections Committee	15
10.9 Trustees	16
10.10 Other Committees	16
<b>ARTICLE 11 - ELECTIONS</b>	<b>16</b>
<b>ARTICLE 12 - DELEGATE ENTITLEMENT</b>	<b>18</b>
<b>ARTICLE 13 - FINANCES</b>	<b>19</b>
<b>ARTICLE 14 - USE OF FUNDS</b>	<b>20</b>
<b>ARTICLE 15 - PROHIBITED ACTIVITIES</b>	<b>21</b>
<b>ARTICLE 16 – CONSTITUTIONAL AMENDMENTS</b>	<b>22</b>
<b>ARTICLE 17 - WITHDRAWAL AND MILITARY SERVICE CARDS</b>	<b>22</b>
<b>ARTICLE 18 - STRIKES</b>	<b>23</b>
<b>ARTICLE 19 - VACANCIES IN OFFICE</b>	<b>23</b>
<b>ARTICLE 20 - AFFILIATIONS AND DELEGATES</b>	<b>23</b>
<b>ARTICLE 21 - NATIONAL CONSTITUTION</b>	<b>24</b>
<b>ARTICLE 22 - GENERAL PROVISIONS</b>	<b>24</b>
<b>ARTICLE 23 - INITIATION OF MEMBERS</b>	<b>25</b>

# **CANADIAN OFFICE & PROFESSIONAL EMPLOYEES UNION, LOCAL 343**

## **Constitution and By-Laws**

### **ARTICLE 1 - NAME**

- 1.1 This organization, located in the Province of Ontario, shall be known as the Canadian Office & Professional Employees Union, Local 343. This Local Union shall be and remain, a chartered local union of the Canadian Office & Professional Employees Union and the Canadian Labour Congress.

### **ARTICLE 2 - AIMS AND PURPOSES**

- 2.1 The aims and purposes of this Local Union shall be the same for its own members as are expressed and stated as the aims and purposes of the National Union in the interests of all office, clerical, technical and professional workers.

### **ARTICLE 3 - EXISTENCE**

- 3.1 When any local union ceases to represent employees of any employer in such a way that it affects its viability the National Union Executive Board (National Executive) may suspend the charter of such local union and order it dissolved. Upon the dissolution of the local union, all its properties and assets, including its funds, books and records, shall become the property of 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. After such one (1) year period, such properties and assets shall become the property of COPE Ontario, and the funds will be placed in COPE Ontario treasury to be used by COPE Ontario for its general purpose.

### **ARTICLE 4 - JURISDICTION**

- 4.1 This Local Union shall have jurisdiction over all persons employed in an office, all professional, technical or para technical employees or representatives and all those persons working in a related area of work and over all those persons wishing to be represented by a union.

- 4.2 Where no Council exists, the National Executive shall determine jurisdiction between local unions and settle all controversies respecting jurisdiction between local unions.

## **ARTICLE 5 - MEMBERSHIP**

- 5.1 All members shall be good standing members and entitled to participate fully as members in the affairs of this Local Union. Those rights include voice and vote in all proceedings of this Local Union, and entitlement to seek election to represent this Local Union as a delegate at official meetings of labour organizations to which this Local Union is affiliated. Members, after twelve (12) consecutive months of continuous membership in good standing, are eligible to seek election as an Officer or Member of the Executive Board of this Local Union unless expelled, or suspended and not reinstated, or until such members have been issued withdrawal cards in accordance with the Constitution and By-Laws of this Local Union.
- 5.2 No person shall be admitted to membership who advocates the principles or lends support to organizations or movements whose purposes and objectives are in conflict with the policies of the National Union.
- 5.3 Applicants for membership in this Local Union shall be required to fill out an application or authorization card and shall pay the required initiation fee.
- 5.4 The signature of a membership application constitutes the undertaking to comply with the constitution of the National Union, Local Union and Council; membership shall be deemed accepted unless denied by the Executive Board of the Local Union for just and sufficient cause. An appeal of this decision is possible under the applicable procedure.
- 5.5 No applicant shall be barred from membership in this Local Union based on any of the grounds set out in the Ontario Human Rights Code.
- 5.6 All officers and full-time paid organizers of the National Union shall be ex-officio members of this Local Union with the privilege of participating in this Local Union's meetings but not voting; provided, however, such officers and organizers shall retain and may exercise full rights of participation in this Local Union if they hold membership in this Local Union.
- 5.7 No member shall hold right, title or interest in the assets, funds and other property of the Local Union, Council or National Union.
- 5.8 **Active Membership:**
- a) An individual is eligible to become an active member if:
    - they are employed by an employer covered by a collective agreement; or
    - they are employed by an employer who is the subject of an active

- organizing drive; or
  - they are an employee or an officer of the Local Union.
- b) Payment of dues, initiation or reinstatement fees as established by the Local Union, is required for an eligible individual to become an active member.
- c) An active member who is not actively working due to dismissal, layoff, strike or lockout, illness, disability, a contractually provided leave of absence, has recall rights, or has filed a grievance under the collective agreement may continue to pay dues and maintain active membership for a period for which their recall rights are valid or their grievance is pending, or if eligible, he/she may apply for another classification of membership provided for in this article.
- d) Active members shall enjoy all rights and privileges of membership in this Local Union.
- e) A member on strike or lockout shall retain their active membership status even if they are not paying their union dues during the dispute.
- f) Compliance with reasonable membership requirements uniformly imposed by the Local Union, and receipt of the current dues or any installment established by the Local Union for payment of such fee, is required for an eligible individual to become an active member.

#### 5.9 Non-active Members:

- a) A non-active member is a former member who desires to maintain membership in this Local Union. A non-active member shall pay the minimum dues of thirteen dollars (\$13.00) per month.
- b) A non-active member may attend Local Union meetings having voice but no vote shall not be nominated for or hold office in this Local Union, National Union, or Council, or be elected to represent this Local Union as a delegate.
- c) In the event any member ceases to be represented under a collective agreement, as a result of a decertification, such member shall relinquish any duties of office and shall not be eligible to participate or have a vote in any of this Local Union's proceedings or to represent this Local Union in any capacity.

#### 5.10 Associate Membership:

The Executive Board shall be empowered to establish an Associate Membership classification that is consistent with the National Union's regulations applicable to this category.

#### 5.11 Honourary Membership:

The Executive Board shall be empowered to establish Honourary Membership status for individuals who have rendered meritorious services. Honourary members shall have no rights or privileges of membership.

#### 5.12 Withdrawal Cards:

- a) Members may request a withdrawal card be issued for continuity of their membership within this Local Union to cover periods of temporary absences from the work force.
- b) A member who has requested a withdrawal card may not participate in Local Union functions or represent this Local Union in any capacity.
- c) Members holding a withdrawal card, upon return to their place of employment, must register the withdrawal card with the Local Union or they will be subject to a reinstatement fee.

### **ARTICLE 6 - MEETINGS**

6 Except as otherwise provided in this Constitution and By-laws, Bourinot's Rules of Order Revised shall apply at all meetings of this Local Union.

#### 6.1 Biennial Convention:

- a) The Biennial Convention will take place on a weekend in the month of April at a date and place to be determined by the Executive Board, but will not be held on the National Day of Mourning.

Bargaining Units and the General Unit will be advised of the date and the place of the Biennial Convention before March 1. Any changes to the date or the place of the Biennial Convention must be communicated to delegates at least thirty (30) days in advance.

- b) As a result of any major event that affects a majority or all of the membership (i.e. pandemic, natural disaster), the BGM or Convention may be held using a virtual platform.

6.2 Any Constitutional amendments and resolutions shall be submitted to the Executive Board of Local 343 by February 1 for distribution to the membership no later than thirty (30) days before the Biennial Convention.

The Constitution Committee can correct any spelling and grammatical errors in the Constitution providing the intent of the Article is not changed.

### 6.3 Delegates

- a) The following members will be automatic delegates with vote at the Biennial Convention:
  - i) Elected Executive Officers of this Local Union;
  - ii) Elected Trustees of this Local Union;
  - iii) Delegates from each bargaining unit or the general unit;
  - iv) Elected Election Committee members;
  - v) Chair or Vice-Chair of the Political Action Committee.
- b) Members may attend the Biennial Convention with voice but no vote unless elected as a delegate under (a).

6.4 The quorum for the Biennial Convention is fifty percent (50%) of registered delegates.

6.5 Resolutions may be submitted by:

- i) A bargaining unit or the General Unit;
- ii) A majority of registered delegates of a bargaining unit or the General Unit;
- iii) The decision arising from the Annual General Meeting;
- iv) The Executive Board of this Local Union; and
- v) Standing Committees of this Local Union.

6.6 Biennial General Meeting:

- a) In the non- Convention years there will be a Biennial General Meeting. The Executive will determine the date and place of the meeting, but it will not be held on the National Day of Mourning. The President will provide reasonable notice before such meeting. The Local Executive may convene additional general meetings.
- b) As a result of any major event that affects a majority or all of the membership (i.e. pandemic, natural disaster), the BGM or Convention may be held using a virtual platform.
- c) Members may attend the Biennial General Meeting with voice but no vote unless elected as a delegate.

6.7 Special Conventions:

- a) Special Conventions are called by the President on the demand of at least thirty-five percent (35%) of the membership of this Local Union representing fifty percent (50%) of the bargaining units, or on the request of the Executive Board. The Recording Secretary shall send notice of any

Special Convention at least seventy-two (72) hours before the Convention.

- b) The notice shall contain the time, place and purpose of the Special Convention. No other matters will be considered.
- c) Members may attend Special Conventions with voice but no vote unless elected as a delegate.

#### 6.8 Unit Meetings:

- a) Bargaining units and the General Unit can fix a regular meeting time for their members. Twenty-four (24) hours notice shall be given for all meetings, except strike votes, which shall require forty-eight (48) hours notice to the bargaining unit members.
- b) The quorum for bargaining unit meetings is ten percent (10%) of the members of the unit. The quorum can be no less than three (3) members.
- d) The quorum for the General Unit shall be a minimum of ten (10) members.

6.9 Unless it is otherwise stipulated decisions are made by majority vote.

## ARTICLE 7 - EXECUTIVE BOARD

7.1 The Executive Board of this Local Union shall consist of a President, Vice-President, Treasurer, Recording Secretary, three (3) Members-at-Large, a Young Worker Member and two (2) Equity Members.

7.2 Each member of the Executive Board shall have one (1) vote.

7.3 Six (6) members of the Executive Board shall constitute a quorum and shall have the power to transact all business of the Executive Board. The Executive Board shall meet on the second Tuesday of every month, barring exceptional circumstances as determined by the Executive Board and except during the summer months where it is pre-determined that a quorum will not be met. At the request of a majority of Executive Board members, the President must call Executive Board meeting.

The President can call special meetings of the Executive Board. The Recording Secretary will give all Executive Board members reasonable notice of any special meeting of the Executive Board.

7.4 The Executive Board shall conduct the affairs of this Local Union in the intervals between the Annual General Meetings and the Biennial Convention.

7.5 Any Officer or Member of the Executive Board who fails to attend three (3)



consecutive meetings, be it Executive Board meetings or any other duly constituted meeting, without being excused from such attendance shall be deemed to have forfeited office. The Executive Board may appoint a successor for the balance of the unexpired term pursuant to Article 19 (Vacancies in Office) herein.

If the office of the President is declared vacant, the Vice-President shall perform the duties of the President until such vacancy is filled by an election as provided in Article 11 (Elections).

- 7.6 This Local Union may combine the office and duties of the Recording-Secretary with the office and duties of the Treasurer to create a position of Secretary-Treasurer.
- 7.7 When an Employer definitely shuts down operations governed by a certified bargaining unit held by this Local Union, or if the certificate is revoked while an Officer is in its employ, this Officer may continue to pay the regular monthly dues until the end of their term. Once their term has expired, this person may not be nominated to any office of this Local Union.

## **ARTICLE 8 - DUTIES OF OFFICERS**

### **8.1 The President:**

- a) The President shall preside at all Conventions, Annual General meetings and Executive Board meetings; shall preserve order during its deliberations; shall be a signing officer of this Local Union; shall assume responsibility for giving direction to the office staff and establish priorities; transact such other business as may pertain to the office and which may be necessary for the proper functioning of this Local Union; appoint Committees not otherwise ordered; shall be ex-officio on all Committees, and shall have such other powers and duties as are provided for in this Constitution and By-Laws. The President shall appoint a Sergeant-at-Arms at meetings, whose duties shall be to assist the President in maintaining order.
- b) The President or designate shall be the main spokesperson and officer of the Local Union or Council; it shall be the duty of the President to protect and promote its interests.
- c) The President, or designate, shall be an automatic delegate to the following conventions:

- COPE National Convention
- Canadian Labour Congress Convention
- COPE Ontario Council Convention
- Ontario Federation of Labour Convention

- d) The President shall be paid up to two (2) days lost time per week to attend to Local Union business.

## 8.2 The Vice-President:

- a) The Vice-President shall perform the duties of the President in the case of resignation or death of the President until such vacancy is filled by the next regular election as provided for in this Constitution and By-Laws.
- b) The Vice-President shall preside, when called upon by the President and at times when the President may be unable to perform the duties.
- c) The Vice-President shall be the Executive Board liaison to all Standing Committees, and Chairperson of such other committees as are authorized by the Executive Board, in consultation with the President.
- d) The Vice-President shall be paid up to one (1) day lost time per week to attend to Local Union business.

## 8.3 The Treasurer:

- a) The Treasurer shall keep all financial accounts of this Local Union.

The Treasurer shall collect all initiation and reinstatement fees, dues, assessments and fines from members of this Local Union, and maintain accurate and proper accounts of all its members.

The Treasurer shall make all disbursement for this Local Union as provided for in Article 13 of this Constitution and By-Laws, keep an accurate record of all monies received and expended, and prepare financial statements by calendar months to be submitted to the Executive Board and the Secretary-Treasurer of the National Union monthly, and to the Annual General meeting of this Local Union.

- b) The Treasurer shall deposit all funds of this Local Union in an authorized financial institution, recommended by the Executive Board, and shall submit to the National Secretary-Treasurer all relevant information pertaining to those bank accounts (name of the institution, full address, account number, etc.). The Treasurer shall endeavour to deposit funds in unionized financial institutions.
- c) The Treasurer will submit all books and records to the Trustees for verification and approval when called upon to do so; and upon the expiration of the term of office, turn over to the successor all properties and assets, including funds, books and records of this Local Union.
- d) The Treasurer shall, upon request, submit to the trustees all books and

records to the trustees including financial documents, invoices, original bank statements and other supporting documents.

- e) The Treasurer shall turn over all properties and assets, including funds, books, and records, to the Secretary-Treasurer of the National Union, or their duly authorized representative, when properly called upon to do so.
- f) The Treasurer shall transmit monthly to the Secretary-Treasurer of COPE Ontario, all financial obligations owing to COPE Ontario, not later than the fifteenth (15<sup>th</sup>) day of the following month enabling COPE Ontario to remit all of this Local Union's financial obligations owing to the National Union.
- g) The Treasurer shall be required to include in each monthly report the name and addresses of all newly-initiated and reactivated members, and members who have withdrawn, died, or have been suspended, or expelled, including members automatically suspended after three (3) months delinquency in dues.
- h) The Treasurer shall ensure the deposit of all funds of this Local Union within one week of their receipt and shall provide the member with a receipt within thirty (30) calendar days.
- i) The Treasurer shall maintain the petty cash fund established by the Executive Board to pay immediate necessary petty cash demands of this Local Union. Replenishment of this fund shall be by cheque, at least once monthly, the amount being the total paid-out vouchers for prior disbursements.
- j) The Treasurer shall be paid up to two (2) days lost time per month to attend to Local Union business.

#### 8.4 Recording Secretary:

- a) The Recording Secretary shall be required to receive, maintain, report on and be responsible for responding to all correspondence, at the direction of the Executive Board.
- b) The Recording Secretary shall keep the minutes of all meetings and proceedings of this Local Union and the Executive Board, and shall ensure that all meeting notices are sent out.
- c) The Recording Secretary will provide the National President and the National Secretary-Treasurer with the names and contact information of the Local Union officers, as well as any changes to that information.
- d) The National Union shall be provided, upon request, of a copy of a concluded collective agreement.

- e) The Recording Secretary shall be paid up to two (2) days lost time per month to attend to Local Union business.

#### 8.5 Members-at-Large:

- a) Members-at-large may perform such duties as may be assigned to them by the Executive Board and the President in carrying out the purpose and aims of the Local Union.
- b) Lost time may be paid to perform other duties as determined by the President or the Executive Board.

#### 8.6 Young Worker Member

- a) A Young Worker Member is defined as a member who is thirty-four (34) years of age or under.
- b) The Young Worker Member may perform such duties as may be assigned to them by the Executive Board and the President in carrying out the purpose and aims of the Local Union.
- c) Lost time may be paid to perform other duties as determined by the President or the Executive Board.

#### 8.6 Equity Members

- a) The Equity Members may perform such duties as may be assigned to them by the Executive Board and the President in carrying out the purpose and aims of the Local Union.
- b) Equity seats will be representing members from the First Nations, Metis, Inuit, persons with a disability, persons from 2SLGBTQI communities, and racialized persons. Only members who self-identify may run for these positions on the Local Executive Board.
- c) Lost time may be paid to perform other duties as determined by the President or the Executive Board.

## **ARTICLE 9 – PURPOSE OF THE BIENNIAL GENERAL MEETING**

- 9.1 The President of this Local Union is also the President of the Biennial General Meeting (BGM). The BGM is composed of the Executive Board of this Local Union, Trustees, delegates from the units, the Elections Committee members and the Chair or Vice-Chair of the Political Action Committee.
- 9.2 The regular business of this Local Union shall be conducted on the first morning of the BGM.  
  
At each BGM, members will receive an annual audited report of this Local Union.
- 9.3 The decisions of the BGM are decided by a majority of the delegates at the meeting.
- 9.4 The delegates at the BGM determine the Policies and Procedures of this Local Union, as contained in the Policies and Procedures Guide.
- 9.5 Financial and Trustee reports shall be sent to all delegates prior to BGM meetings.
- 9.6 The quorum for the BGM is fifty percent (50%) of registered delegates.

## **ARTICLE 10 - STANDING COMMITTEES**

This Local Union shall have the following standing Committees: Organizing, Education, Communications, Personnel, Finance, Constitution, Political Action, Elections and Trustees.

### **10.1 Organizing Committee:**

The purpose of the Organizing Committee is to bring to the attention of the President and Executive Board, groups of employees within our jurisdiction who are seeking labour union representation and assist in coordinating organizing activities for such employees.

### **10.2 Education Committee:**

The purpose of the Education Committee is to develop the skills and awareness of the Local Union membership by holding educational seminars and workshops; providing educational components for membership meetings and the Annual General meeting; preparing publicity on education programs for circulation to the membership; and developing resource materials for the membership.

### **10.3 Communications Committee:**

The purpose of the Communications Committee is to ensure that there is ongoing communication between the membership and the Executive Board, through newsletters and a website. The Communications Committee will ensure that the website is maintained.

#### 10.4 Personnel Committee:

The purpose of the Personnel Committee is to ensure a harmonious, working relationship with our employees, through the negotiation of contracts and the provision of adequate guidelines for the work process and employee functions.

The Personnel Committee shall consist of three (3) members of the Executive Board who shall meet with the employee(s) and their representative(s) to attempt to resolve any problems that might arise, and that might be foreseen.

#### 10.5 Finance Committee:

The purpose of the Finance Committee is to give general direction and financial guidance to the Executive Board. The Trustees and the Treasurer shall comprise the Finance Committee. The Treasurer shall be the Chairperson of the Finance Committee.

#### 10.6 Constitution Committee:

The purpose of the Constitution Committee is to maintain a continuous review of the basic rules governing the conduct of the affairs of this Local Union.

#### 10.7 Political Action Committee:

The purpose of the Political Action Committee is to develop member awareness about political attacks on labour; develop and initiate effective fight-back campaigns; and promote membership involvement in these campaigns.

At Convention there will be elections for a Chair and a Vice Chair, whose term will be two years. They will chair and conduct the meetings, oversee the committee activities and report to the Vice-President before each Executive Board meeting. Members may join this Committee at any point in time.

#### 10.8 Elections Committee:

The purpose of the Elections Committee is to conduct and report the results of any election held at the Biennial General Meeting and Biennial Convention. The Elections Committee will also conduct the elections of delegates from the General Unit and the Young Worker delegates for this Local Union.

#### 10.9 Trustees:

- a) At Convention there will be an election for three (3) Trustees and an alternate Trustee.
- b) At least two (2) Trustees, including the alternate, and not more than three (3) Trustees shall, at least quarterly, verify of all books and financial records. Such verification will be reported to the Biennial General Meeting of this Local Union, the Executive Board of this Local Union and to the Secretary Treasurer of the National Union.
- c) Three (3) Trustees will be automatic delegates to Biennial General Meeting and the Biennial Convention with voice and vote.
- d) The Trustees shall be paid one (1) day lost time per quarter to attend to Local Union business, as determined by the President or the Executive Board.

10.10 Other Committees:

- a) In addition to other committees established by this Constitution and By-Laws, this Local Union shall provide for such other standing or special committees, as may be proper and necessary to continue the business of this Local Union.
- b) In establishing such other committees, the duties of the committee, the extent of its authority, and the permissible amount of expenditures that may be made by such a committee must be made a part of the minutes. In any event, such committees shall not be permitted to exercise functions belonging to other committees; shall not make or authorize expenditures without the prior approval of the Executive Board, and shall not exceed the authority granted to them by the Executive Board. The President shall be an ex officio member of all committees.

## ARTICLE 11 - ELECTIONS

- 11.1 It shall be the aim of this Local Union to elect to the Executive Board, the most capable members of the various groups comprising the membership of the Union. No more than two (2) members of the Executive Board will come from the same bargaining unit.
- 11.2
  - a) The officers and members of the Executive Board shall be elected by the delegates at the Biennial Convention and shall hold office for a term of two (2) years.
  - c) The two Equity Members shall be elected in a caucus of their peers. Only Members who self – identify as being from the First Nations, Métis, Inuit, persons with a disability, persons from 2SLGBTQI communities and racialized persons, may participate in the caucus.

- d) The Young Worker Member shall be elected in a caucus of their peers. Only a Member who is thirty (30) years of age or under as of Convention will be eligible to participate in the caucus.
- 11.3 Nominations shall be held on the first day of the Biennial Convention.
- 11.4 No member of this Local Union shall be permitted to vote unless they are in good standing in this Local Union and are a delegate.
- 11.5 No person/persons shall be elected or appointed to an office or as an Executive Board member of this Local Union unless they are a member of this Local Union in continuous good standing for at least the preceding twelve (12) months.
- 11.6 At Convention there will be an election for three members and an alternate of an elections committee. The elections committee will be responsible for distribution and the counting of the ballots and the chair will report the findings to the delegates. If a member of the elections committee is seeking another office/position, then the alternate will replace the committee member during that election.
- 11.7 The candidate receiving the greatest number of votes for the respective office shall be declared elected.
- 11.8 No votes for any member who is not duly nominated and listed on the ballot may be counted. Delegates must vote for the number of candidates to be elected for a given position, or the ballot shall be void.
- 11.9 No voting by proxy shall be allowed.
- 11.10 Each candidate for office or elected position shall be entitled to the presence of a scrutineer during the opening and counting of the ballots. The scrutineer can only observe the opening and counting of the ballots.
- 11.11 Where geographic location may cause difficulties in following the usual election procedures, the President of the National Union may authorize mail balloting, or by electronic voting provided the secrecy of the vote is ensured.
- 11.12 All officers and Executive Board members shall be inaugurated following their election and shall assume office immediately after such inauguration.

Before entering upon the duties of their respective offices, the newly elected officers shall subscribe to the following installation obligation:

***"I,....., do hereby sincerely pledge my word and honour to perform the duties assigned to me in the Local Union Constitution and By-Laws, 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 interest of the Canadian Office and Professional Employees Union. I will also surrender all books, papers, electronic data and other property of this Local Union in my possession to my successor in office."***

## **ARTICLE 12 - DELEGATE ENTITLEMENT**

12.1 All bargaining units shall elect officers, who shall be automatic delegates to the AGM, Convention and Special Convention from within their bargaining units on the following basis:

5 - 9 members	- 1 Chairperson
10 - 24 members	- 1 Chairperson - 1 Recording Officer
25 - 49 members	- 1 Chairperson - 1 Recording Officer - 1 Vice-Chairperson
50 - 99 members	- 1 Chairperson - 1 Recording Officer - 1 Vice-Chairperson - 1 additional officer for a total of 4 officers
100 - 199 members	- 1 Chairperson - 1 Recording Officer - 1 Vice-Chairperson - 2 additional officers for a total of 5 officers
More than 200 members	- 1 Chairperson - 1 Recording Officer - 1 Vice-Chairperson - 3 additional officers for a total of 6 officers

12.2 Each bargaining unit of five (5) or more members shall be entitled to elect delegates on the basis of one (1) delegate for each ten (10) members or major fraction thereof, to attend Convention with voice and vote.

12.3 The bargaining units with less than five (5) members shall be part of a General Unit.

The General Unit shall be entitled to a total of eight (8) delegates to attend the BGM, Convention and Special Convention. Members in the General Unit who

would like to be a delegate shall submit their name to the Elections Committee. The Elections Committee will use an electronic voting process to determine which members will be delegates.

- 12.4 Officers are automatic delegates to the BGM and Convention, if unable to attend then an elected steward may fill the vacancy with voice and vote. No bargaining unit shall have more delegates than prescribed in (1) above.
- 12.5 Elections for the officers will be held at an assembly (bargaining unit or General Unit meeting) immediately prior to the Biennial Convention.
- 12.6 The term of office is two (2) years maximum or until a successor has been elected and installed.
- 12.7 In addition to elected officers and/or delegates, each bargaining unit and the general unit is entitled to send one (1) Young Worker Member to Local 343's BGM, Biennial Convention and Special Convention.
- 12.8 Young Worker members will be entitled to have five (5) delegates attend Local 343's BGM, Biennial Convention and Special Convention. Young Worker Members who would like to be a delegate shall submit their name to the Executive Board. The Elections Committee will determine a process for selecting the Young Worker delegates.
- 12.9 The Executive Board has the discretion to determine the formula or the number of members per bargaining unit who are eligible to attend different Local events other than the Biennial Convention.

## **ARTICLE 13 - FINANCES**

- 13.1
  - a) The initiation fee for applicants for membership shall be ten dollars (\$10.00). The Executive Board has the discretion to waive the fee.
  - b) Part-time dues rate for those members working up to and including twenty-four (24) hours per week shall be one and a half percent (1.5%) of hours worked, minimum dues of thirteen dollars (\$13.00) per month, or whichever is greater.
  - c) Full-time dues rate for those members working in excess of twenty-four (24) hours per week shall be one and a half percent (1.5%) of hours worked, minimum dues of twenty dollars (\$20.00) per month, or whichever is greater.
- 13.2
  - a) Any member who is more than three (3) months in arrears in dues shall be classified as a "suspended" member.
  - b) A member who is being supported in a grievance and/or arbitration

procedure by this Local Union shall not be suspended for failure to pay dues during the course of resolution of the dispute. The member shall pay retroactive dues to this Local Union should the member be reinstated in employment and/or reimbursed for lost wages.

- c) A member who is being represented by this Local Union in a long-term disability or Workplace Safety and Insurance claim shall not be suspended for failure to pay dues during the course of resolution of the dispute.

- d) A member who is participating in a legal strike approved by this Local Union shall not be suspended for failure to pay dues during the course of this dispute.

- 13.3 a) The policies regarding expenses and travelling costs shall be established at the Biennial Convention.

- b) Changes to the dues shall be adopted at the Biennial Convention.

- c) All such changes shall be submitted by resolution and adopted by simple majority.

- 13.4 No assessment of any kind can be made, except as provided for in Article 19 of the National Constitution.

## **ARTICLE 14 - USE OF FUNDS**

- 14.1 The funds of this Local Union cannot be divided in any way among individual members and can only be used for valid union purposes.

- 14.2 The general fund shall be used for the payment of expenses incurred by this Local Union, and as a depository for its monies.

- 14.3 All disbursements shall be made by cheques drawn on the general fund and shall be signed by either the President or Vice-President of this Local Union and the Secretary-Treasurer. They may also be made by electronic payment as long as it is secured and approved as if it were a cheque.

- 14.4 The fiscal year of this Local Union shall be the twelve (12) month period ending with the last day of the month of December of each year.

- 14.5 Any financial obligations to the National Union and/or COPE Ontario shall constitute a preferred claim and must be paid promptly by this Local Union each month prior to the payment of any other obligation.

- 14.6 A per diem of one hundred dollars (\$100.00) shall apply for the following conventions: COPE Convention and Mid-Term Conference; Canadian Labour Congress; COPE Ontario Convention and Biennial General Meeting; Ontario

Federation of Labour.

- 14.7 When this Local Union pays lost time or out of town travel expenses for negotiations, the size of the bargaining committee will not exceed the following schedule:
- 1 to 50 members – two (2) Committee Members  
For each additional 50 members, or a major portion thereof - an additional Committee member to a maximum of five (5) Committee Members.
- 14.8 When this Local Union pays lost time or out of town expenses for negotiations, and a master agreement is in place, the size of the bargaining committee will not exceed the following schedule:
- 1 to 50 members: two (2) Committee Members  
For each Region as defined in the Collective Agreement - an additional Committee member to a maximum of five (5) Committee Members.
- 14.9 The funds of any bargaining unit that ceases its activities cannot be divided among individual members and can be utilized only for valid union purposes. Upon the cessation of activities by any bargaining unit, all properties and assets, including its funds, books and records, shall become the property of this Local Union, to be held in trust for a period of one (1) year, during which time such property shall be returned to the bargaining unit if it resumes its activities.
- After such one-year period, such properties and assets shall become the property of this Local Union and the funds deposited in the General Fund.

## **ARTICLE 15 - PROHIBITED ACTIVITIES**

This Local Union may discipline members or Officers for violation of the National Constitution or the Local Constitution and/or bylaws or for engaging in any activity or course of activity or course of conduct that is deemed to be contrary or detrimental to the welfare or best interest of this Local Union.

The COPE Internal Discipline Procedure can be summarized as follows:

- Step 1. After having received a written complaint, which includes the statement from the complainant and the charged member, the Local Executive renders a decision.
- Step 2. An appeal may be filed with COPE Ontario. COPE Ontario renders a decision after having received the statement of appeal from the charged party.
- Step 3. An appeal may be filed with the National Executive. There shall be a written statement of appeal submitted to the National Executive by the

accused party. The National Executive may render a decision on the file or appoint an appeal committee who will hold a hearing.

Refer to the COPE Internal Discipline procedure.

## **ARTICLE 16 – CONSTITUTIONAL AMENDMENTS**

- 16.1 Any amendments to this Constitution and By-laws may be submitted using the resolutions process in Article 6.5 and shall be communicated in advance of the Biennial Convention as per Article 6.1.
- 16.2 This Constitution and By-laws may be amended by a two thirds (2/3) majority vote of all delegates present and voting at a Biennial Convention.
- 16.3 Changes in dues, initiation fees and reinstatement fees shall require only a majority vote of those delegates present and voting.
- 16.4 Unless otherwise provided for, amendments to the Constitution and By-laws shall become effective upon adoption.

## **ARTICLE 17 - WITHDRAWAL AND MILITARY SERVICE CARDS**

- 17.1 Any member 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 is in good standing and has paid dues up to and including the month during which the withdrawal card is requested.
- 17.2 Upon deposit of a withdrawal card, eligibility to vote or to run for office shall be the same as provided for in Article 5 governing the rights and privileges of members.
- 17.3 Any 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 and work within the jurisdiction of this Local Union, deposit such card and shall be admitted to membership in this Local Union without the payment of any initiation or other fee.
- 17.4 The Treasurer of this Local Union will issue withdrawal cards. The Treasurer will make a monthly report to the Executive Board of this Local Union and to the Secretary-Treasurer of the National Union of all withdrawal cards issued, deposited or cancelled.
- 17.5 Members entering the armed services of Canada during emergency periods as determined by the National Executive of the National Union and who are in good standing with all obligations to the National Union and the local union paid, including the month in which they entered the armed services, shall be issued military service cards which shall continue their membership without the payment of dues or other fees for the period of the service required by such emergency

periods and for an additional ninety (90) day period or until they again resume work within the jurisdiction of the local union, whichever occurs first, except that such persons shall only accrue rights to benefits to the extent determined by their respective local unions.

- 17.6 Withdrawal and military service cards shall be issued by the Secretary-Treasurer of the local union and monthly reports of all such cards issued, deposited or cancelled shall be made to the Secretary-Treasurer of the National Union.
- 17.7 Except as provided in the National Constitution, the issuance of withdrawal cards applies to any member no longer represented under contract to this Local Union.

## **ARTICLE 18 - STRIKES**

- 18.1 In the event of a dispute between members of this Local Union and a particular employer(s), this Local Union shall not call a strike against such employer(s), unless a majority vote of those present at a meeting called for this purpose, so authorize by secret ballot.
- 18.2 A majority of members in a bargaining unit may authorize a strike by secret ballot via regular mail or electronic means in appropriate circumstances.
- 18.3 Strikes against any employer(s) may be terminated if a majority of those members of this Local Union employed by such employer(s), present at a meeting called for this purpose, so request by secret ballot.
- 18.4 A strike may be terminated by a majority of members in a bargaining unit by secret ballot via regular mail or electronic means in appropriate circumstances.

## **ARTICLE 19 - VACANCIES IN OFFICE**

- 19.1 In the event any vacancy is created by the resignation or removal of an officer of this Local Union, the Executive Board shall be empowered to appoint a successor to fill the balance of the term, and such appointee shall hold office until the next regular election for that office.

## **ARTICLE 20 - AFFILIATIONS AND DELEGATES**

- 20.1 This Local Union may be affiliated with central labour organizations, councils, departments or federations chartered by or affiliated with the Canadian Labour Congress. This Local Union shall be affiliated to the Canadian Office and Professional Employees Union.
- 20.2 Each delegate to a Convention of the Canadian Office and Professional Employees Union must have been in continuous good standing in this Local

Union for at least twelve (12) months prior to the convening of the Convention.

- 20.3 Delegates shall attend the meetings or sessions of the body or assembly to which they have been delegated, faithfully represent this Local Union and protect its interests, and properly present and support its declared policies and instructions. They shall report to this Local Union, the proceedings of the organization to which they were delegates and perform such other duties as pertain to their office.
- 20.4 When applicable, elections for Local 343 delegates to represent this Local Union on District Labour Councils, to attend Conventions of labour organizations that this Local Union is affiliated with, to attend conferences or to attend other events the Local is sending a delegation to, shall be conducted at the BGM and Convention. Each delegate representing this Local Union must be a member in good standing with the Local Union.

When elections for delegates are unable to occur at the BGM or Convention, the Executive Board will provide notice to members with a reasonable time for members to put forward their interest in being a delegate. The Executive board will select the delegates using a fair, equitable and impartial process.

## **ARTICLE 21 - NATIONAL CONSTITUTION**

- 21.1 The Constitution of the National Union shall be the paramount law applying to the operation of this Local Union. All provisions of the National Union Constitution insofar as the same are or may be applicable to the affairs and activities of this Local Union are hereby, incorporated into and made a part of this Constitution and By-Laws. Any provision contained herein which is contrary to, or in conflict with, the provisions of the National Union Constitution shall be inoperative and of no effect.

## **ARTICLE 22 - GENERAL PROVISIONS**

- 22.1 The Business Representative of this Local Union shall file all copies of all collective agreements entered into by this Local Union. All such agreements, together with such information as may be necessary for a proper understanding of the agreements, shall be submitted to the President of this Local Union and be available for inspection by any member or employee whose rights are directly affected.
- 22.2 This Local Union assumes no responsibility for the acts or actions of individual members not expressly directed or authorized by this Local Union, or its duly authorized representatives. No agreement shall be binding on this Local Union unless signed by officers or representatives authorized by this Union to act for it.
- 22.3 The original signed copy of each agreement entered into shall be kept in the files

of this Local Union.

- 22.4 The Business Representative or President shall sign each Collective Agreement negotiated on behalf of this Local Union.
- 22.5 At the request of the Executive Board, or when Executive Board approval is approval, the Business Representative shall attend Executive meetings and any other special Executive Board meeting that may be called and shall have voice but no vote.

## ARTICLE 23 - INITIATION OF MEMBERS

- 23.1 To initiate members into this Local Union the President will say:

"You will now raise your right hand and repeat after me, using your name where I use mine":

***"I, ....., do hereby sincerely pledge 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."***