



CONSTITUTION

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CONSTITUTION

ARTICLE 1 – PREAMBLE

- 1.1 This Union declares for its objectives and aspirations the following: to organize employees, who need unions to secure terms and conditions of employment for its members consistent with ideals of **democracy, dignity, fair wages and decent working conditions**; to promote and encourage harmonious relations between ourselves and our employers; to render all possible assistance of our fellow members in the Canadian Labour Congress, **affiliated Federations of Labour and District Labour Councils** and to have, in general, the same aims and purposes of the National Union provided for in its Constitution.

ARTICLE 2 – NAME

- 2.1 This organization shall have its headquarters and office situated in Regina, Saskatchewan, and shall be known as the Canadian Office and Professional Employees Union (COPE), Local 397. This Union shall be and remain a chartered Local Union of the Canadian Office and Professional Employees Union, and the Canadian Labour Congress.

ARTICLE 3 – EXISTENCE

- 3.1 When any Local Union ceases to represent employees of any employer, in such a way that affects its viability the National Executive may suspend the charter of such local union and order it dissolved. The National Executive will work with Local Unions to examine their viability having regard to the legal responsibilities of union representation. The funds of a Local Union cannot be divided among individual members and may be utilized only for valid union purposes. Upon the dissolution of any Local Union, all its properties and assets, including its funds, books and records, shall become the property of the National Union, to be held by the National Union in trust for a period of one (1) year, during which time such property shall be returned to the Local Union, if it is reconstituted. After such one- (1) year period, such properties and assets shall become the property of the National Union, and the funds placed in the National Union treasury to be used by the National Union for its general purposes.

ARTICLE 4 – JURISDICTION

- 4.1 This Local Union shall have jurisdiction over all those 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 Local Union of the National Union.
- 4.2 This Union recognizes the right of the National Executive to determine jurisdiction between Local Unions and to settle all controversies respecting jurisdiction between Local Unions.

ARTICLE 5 – MEMBERSHIP

- 5.1 Membership
- 5.1.1 No applicant shall be barred from membership in the Union because of prohibitive grounds of discrimination as described in the Human Rights Act.
- 5.1.2 All applicants shall sign the Application for Membership which includes the following oath:

*I HEREBY APPLY FOR MEMBERSHIP IN **COPE LOCAL 397**. IF ACCEPTED AS A MEMBER, I PROMISE TO ABIDE BY THE CONSTITUTION OF THE LOCAL UNION AND THE CONSTITUTION OF THE NATIONAL UNION AND AUTHORIZE SUCH ORGANIZATION TO BE MY EXCLUSIVE COLLECTIVE BARGAINING REPRESENTATIVE. I WILL NOT KNOWINGLY HARM A MEMBER OR SEE A MEMBER HARMED IF IT IS WITHIN MY POWER TO PREVENT IT. I WILL LEARN ABOUT AND SUPPORT THE AIMS, OBJECTIVES AND BEST INTERESTS OF COPE LOCAL 397. I AUTHORIZE MY EMPLOYER TO DEDUCT DUES AND ASSESSMENTS.*

- 5.1.3 Active members, as defined in Article 5.3 shall enjoy all rights and privileges of membership in the Local Union, and in the National Union. Non-active members as defined in Article 5.4 will have restricted rights and privileges of membership.
- 5.1.4 No person shall be admitted or allowed to maintain membership who advocates principles or lends support to organizations or movements whose purposes and objectives are contrary or in conflict with the Constitution of the National Union.
- 5.2 All officers of the National Union shall be ex officio members of all Local Unions with the privilege of participating in Local Union meetings, with voice but no vote; provided, however, such officers shall retain and may exercise their rights of participation in the Local Union in which they hold membership.
- 5.3 ACTIVE MEMBERSHIP
- 5.3.1 An individual is eligible to become an active member in the Local Union if:
- (a) Employed by an employer covered by a collective agreement; or
 - (b) Employed by an employer who is the subject of an active organizing drive.
- 5.3.2 (a) **Payment of dues as established by the Local Union is required for an eligible individual to maintain active membership.**
- (b) **Notwithstanding the above, a member on strike or lock-out shall retain their active membership status even if they are not paying their union dues during the dispute**
- 5.3.3 An active member who is not actively working due to dismissal, layoff, illness, disability, or a contractually provided leave of absence, and has recall rights, or has filed a grievance under the collective agreement, may continue to pay dues and maintain active membership for the period for which their recall rights are valid or their grievance is pending, or by the length of leave, or if eligible, they may apply for another classification of membership provided for in this Article.
- 5.3.4 Active members shall enjoy all rights and privileges of membership in the Local Union, and in the National Union.
- 5.4 NON-ACTIVE MEMBERSHIP
- 5.4.1 A non-active member is a former active member of the Local Union who desires to maintain membership in the Local. They may apply to the Local Union to be considered for non-active membership status. They shall pay whatever dues the Local Union requires. The non-active member shall have the right to attend meetings and participate in deliberations, but shall not be entitled to vote or hold office or serve the local in any elected capacity. The Local Union has no duty to represent a non-active Member.
- 5.5 HONOURARY MEMBERSHIP
- 5.5.1 The **Prairie** Council shall be empowered to bestow an honorary membership status upon individuals who have rendered meritorious services to the Local. Honourary members shall have no rights or privileges of membership.
- 5.6 A person is no longer a member when:
- 5.6.1 They are suspended or expelled by the Local Union pursuant to Article 18 – Offences and Penalties and/or Article 19 – Discipline Procedures and Removal of Officers of this Constitution;

5.6.2 They no longer meet the requirements to be a member as defined above.

ARTICLE 6 – UNIT AND SUB-LOCAL

- 6.1 Members under a collective bargaining agreement **or covered in a merger agreement** shall be considered a Unit.
- 6.2 Members from the Saskatchewan Government Insurance (SGI) Unit may have a Sub-Local in Saskatoon, Prince Albert, North Battleford, Moose Jaw, and any SGI location outside of Regina comprised of twenty-five (25) members or more.
- 6.3 Each Unit and Sub-Local will elect the necessary officers as required.
- 6.4 Sub-Locals as designated in this Article, Clause 6.2, and any other Unit(s) of seven (7) members or more upon request, shall receive from the Local an operating fund of seventy-five (75) cents per member per month and in addition, if required, payment of any legitimate Union expense. These funds will be deposited in an appropriately named bank account and must be spent by cheque. A voucher of expenses shall be kept and a financial report shall be made every three (3) months and given to the Local Treasurer who will supply a copy to the Trustees. If at any time a Unit or Sub-Local does not meet the above-mentioned requirements, or refuses to submit any books and financial records, or documents deemed necessary by the Local for the purposes of verification/audit, the Local Treasurer **shall** withhold payment of the operating fund **until such time as a review has been conducted by the Executive Board.**
- 6.5 If a Unit or Sub-Local is disbanded all funds shall be returned to the Local Union's treasury.

ARTICLE 7 – UNIT, SUB-LOCAL AND SPECIAL MEETINGS

- 7.1 Only members fulfilling the requirements of Article 5 – Membership of this Constitution shall be eligible to attend meetings. Invited guests of the Executive Board or of this Union may attend and participate to the extent of the purpose for which they are invited, but shall not vote.
- 7.2 Quorum
- 7.2.1 One percent (1%) of all active members of the Local shall constitute quorum for regular General Membership Meetings in Regina.
- 7.2.2 Five percent (5%) of all active members in a Unit or Sub-Local shall constitute a quorum for any Unit, Sub-Local or Special Meetings.
- 7.2.3 No motions shall be passed, unless quorum is present.
- 7.3 **General Membership Meetings**
- 7.3.1 **There shall be five (5) General Membership meetings per year held in Regina, for the purpose of reporting the activities of the local union to the membership. The meetings will be held on the second Thursday of February, April, June, September and November whenever possible.**
- 7.3.2 **The Prairie Council through the Executive Board shall report the activities of the Local at the General Membership meeting.**
- 7.4 Special Meeting
- 7.4.1 A Special Meeting of the Union may be called by **a majority of the members of the Executive Board or by a majority of the members of the Prairie Council** or upon a request submitted to the President by not less than ten percent (10%) of active members, but said meeting shall not take place the day of adjournment of any regular meeting.

7.4.2 The Recording Secretary or their designate shall send out notices of any special meeting, stating the purpose for such meeting. Such meeting shall be convened by a notice comprised of at least two (2) working days sent electronically and/or posted on the Website and/or Bulletin Board(s). No other business shall be transacted at such special meeting.

7.5 Issues of concern raised at General Membership Meetings or Special Meetings shall be referred to the Prairie Council as the governing body for their consideration.

ARTICLE 8 – PROCEDURE AT MEETINGS

8.1 The President of the Union shall act as Chairperson at all regular or special meetings of the Membership, Executive Board and **Prairie** Council.

8.2 Except as otherwise provided in this Constitution, the latest edition of Bourinot's Rules of Order shall apply at all meetings of this Union.

ARTICLE 9 – OFFICERS AND DUTIES

9.1 The Union shall have the following Officers (elected by the active membership): President, First Vice-President, Second Vice-President, Treasurer, Recording Secretary, Sergeant-at-Arms, three (3) Trustees, and Unit Representatives of the **Prairie** Council as outlined in Article 12.2.1

9.2 It is the obligation of all Officers to regularly attend scheduled and specially called Executive Board and/or Prairie Council meetings and to fulfill their assigned duties.

9.3 President

9.3.1 Under the direction of the **Prairie Council** the President shall:

- a) be the full-time salaried senior executive officer of the Union and exercise supervision over the affairs of the Union, including the day-to-day operations of the Union, the recruitment and supervision of staff, the delegation of such supervision of staff as may be required, and responsibility for the Union publications;
- b) preside at all regular and special meetings of the **Prairie Council**, **Executive Board** and **General Membership**;
- c) represent **COPE Local 397** as **Vice-President** of the **SFL**;
- d) be an ex officio member of all **COPE Local 397** committees; they shall chair the following **COPE Committees**:
 - **Staffing**,
 - **Communications**,
 - **Strike Strategy**,
 - **SGI Bargaining**;
- e) act as a signatory on documents and cheques drawn on Union funds as required in the conduct of Union affairs;
- f) act as chief spokesperson for the Union on policy matters and major issues except where written authorization has been delegated to an appropriate **COPE Local 397** officer or staff member;
- g) perform any and all duties as directed by **Prairie Council**;
- h) keep the first and second **Vice-Presidents** and **Treasurer** informed of matters necessary to assume the duties of the **President**;

- i) be the chief representative of the Union in relations with other Unions and be the senior delegate of the Union to labour movement meetings, conferences and conventions;
- j) enforce due observance of and interpret the Constitution;
- k) develop, implement and maintain an organizing strategy in consultation with the Organizer and the appropriate bodies;
- l) appoint all Committees not otherwise ordered.

9.3.2 At Executive, Prairie Council and General Membership meetings, the President shall have voice but no vote except in the event of a tie vote, in which case the President shall cast the deciding vote. As presiding officer the President is prevented from making motions.

9.4 First Vice-President

9.4.1 The First Vice-President shall:

- a) perform the duties of the President in the absence of that Officer. In case of dismissal, extended disability or contractually provide leave of absence, resignation or death of the President, the First Vice-President shall perform the duties of the President until such vacancy is filled by the next regular election as provided for in this Constitution;
- b) have authority to sign cheques with either the President or the Treasurer;
- c) act as Chairperson of the Trustees and is required to call no less than quarterly meetings of the Trustees. They shall have the right to require the presence of all necessary officers **and/or staff** at such meetings including the Treasurer.
- d) be a member of the Staffing Committee.

9.5 Second Vice-President

9.5.1 The Second Vice-President shall:

- a) perform the duties of the First Vice-President in the absence of that Officer. In case of dismissal, extended disability or contractually provided leave of absence, resignation or death of the First Vice-President, the Second Vice-President shall perform the duties of the First Vice-President until such vacancy is filled by the next regular election as provided for in this Constitution;
- b) act as **the Privacy Officer of the Union**;
- c) act as Chairperson of a Committee as determined by the Executive Board.

9.6 Treasurer

9.6.1 The Treasurer shall:

- a) keep all financial accounts of this Union and shall maintain correct and proper accounts of all its members;
- b) collect all initiation and reinstatement fees, dues, assessments and fines from members of this Union;
- c) make all disbursements for this Union as provided for in Article 16 – Dues and Use of Funds, of this Constitution;
- d) keep a correct record of all monies received and expended and prepare financial statements by calendar months to be submitted to the Treasurer of the National Union monthly, and to the next Executive Board and **Prairie** Council meetings of the Local Union;

- e) sign all cheques whenever possible;
 - f) signs all collective agreements negotiated by representatives of this Union;
 - g) Chair the Finance Committee.
- 9.6.2 The Treasurer or designate shall deposit all funds of this Union in a Financial Institution recommended by the Trustees or designate. They shall submit all books and records to the Trustees for verification and approval whenever called upon to do so, and, upon the expiration of their term, turn over to their successor all properties and assets, including funds, books, and records of this Union. They shall turn over all properties and assets, including funds, books and records, to the Treasurer of the National Union or the duly authorized representative when properly called upon to do so.
- 9.6.3 The Treasurer or designate, shall transmit monthly to the Treasurer of the National Union all financial obligations owing to the National Union not later than the fifteenth (15th) day of the following month. They shall follow such accounting and reporting procedures as shall be formulated by the Treasurer of the National Union. They shall be required to make monthly reports to the Treasurer of the National Union of all dues-paying members on forms prescribed by the Treasurer of the National Union.
- 9.6.4 The Treasurer or designate shall be required to keep current records of the names and address of all new members.
- 9.6.5 **The Treasurer shall develop and present the proposed budget to Prairie Council.**
- 9.6.6 **The Treasurer shall meet with the Auditor annually to review the report and recommendations and in conjunction with the Auditor shall provide the report to the Prairie Council.**
- 9.7 Recording Secretary
- 9.7.1 The Recording Secretary shall be responsible for recording an accurate set of minutes of the General Membership Meetings in Regina, Executive Board meetings, **Prairie** Council meetings, and Special meetings.
- 9.7.2 The Recording Secretary or designate shall keep **signed** copies of all meeting **minutes** and proceedings submitted by the Units and Sub-Locals
- 9.7.3 The Recording Secretary or designate shall be responsible for keeping copies of all Collective Bargaining Agreements at the Union Office and for filing a copy of such with the President of the National Union.
- 9.7.4 The Recording Secretary shall act as chairperson of a committee as determined by the Executive Board.
- 9.8 Sergeant-at-Arms
- 9.8.1 The Sergeant-at-Arms shall assist the President in maintaining order and is responsible to ascertain that each person who attends a meeting holds membership in the Local Union
- 9.8.2 The Sergeant-at-Arms shall act as the chairperson of the Social Committee.
- 9.9 Trustees
- 9.9.1 The Trustees shall verify the financial records of the Treasurer (in a manner consistent with the recommendations of the Auditor) quarterly and shall report each such verification, in writing to the **Prairie** Council and to the Treasurer of the National Union.
- 9.9.2 Trustees shall verify any books and financial records of the Units and Sub-Locals and examine any papers or documents which they deem necessary for this purpose.
- 9.9.3 Each Trustee shall act as a chairperson of a committee as determined by the Executive Board.

ARTICLE 10 – EXECUTIVE BOARD

- 10.1 The Executive Board shall consist of the President, First Vice-President, Second Vice-President, Treasurer, Recording Secretary, Sergeant-at-Arms, and three (3) Trustees. Executive Board members are to be elected by a plurality of the voting membership, notwithstanding Article 11.
- 10.2 **The Executive Board shall meet monthly. Whenever possible the meeting will be held on the first Thursday of each month.**
- 10.3 The Executive Board, subject to the approval of the **Prairie** Council, shall have the power to add to the Executive Board.
- 10.4 Each member of the Executive Board shall have one (1) vote except the President of the Local Union **who shall cast the deciding vote in the event of a tie vote.**
- 10.5 The quorum of the Executive Board shall be in excess of fifty per cent (50%) of the Executive Board members, and such quorum shall have power to transact all business of the Executive Board.
- 10.6 **In addition to meetings, at the discretion of the President, voting may take place through alternate methods in special cases.** The results of the majority shall be the decision of the Executive Board and such decision shall be recorded in the minutes of the **next** Executive Board.
- 10.7 Where possible, regular meetings of the Executive Board shall be held within the fourteen (14) days preceding the General Membership Meeting. Ad hoc meetings of the Executive Board may be called by the President, and must be called upon the request of a majority of the members of the Executive Board. All members of the Executive Board shall be given reasonable notification by the Recording Secretary designate of any special meeting of the Board.
- 10.8 With this Constitution and the Policies of COPE Local 397 as its guide, the Executive Board shall conduct the affairs of the Union in the intervals between **Prairie** Council meetings. It is empowered to authorize and perform all acts for the conduct of the Union's business between such **Prairie** Council meetings.
- 10.9 The Executive Board may recommend and retain legal counsel subject to approval of the **Prairie** Council.
- 10.10 The Executive Board may, subject to the approval of the **Prairie** Council, and in accordance with the **United Food and Commercial Workers (UFCW)/COPE** Collective Bargaining Agreement, appoint organizers for a period of time exclusive of the appointment of temporary member organizers.
- 10.11 The Executive Board shall authorize employment of staff to maintain the conduct of the Union's Business and shall determine the compensation for such employee(s) in accordance with the UFCW/COPE Collective Bargaining Agreement.
- 10.11.1 Increases in the established staff positions shall be subject to the approval of the **Prairie** Council.
- 10.12 A committee designated by the Executive Board shall engage in Collective Bargaining with UFCW, or its successor, to determine the terms and conditions of employment, subject to ratification by the **Prairie** Council.
- 10.13 **Any member of the Executive Board, who fails to attend three (3) regularly scheduled or specially called meetings in a calendar year, without being excused from such attendance by the Executive Board, shall be deemed to have forfeited their office.**

ARTICLE 11 – VACANCIES IN OFFICE

- 11.1 In the event of any vacancies on the Executive Board, except President and First Vice-President, the Executive Board shall be empowered to appoint a successor to fill the balance of the unexpired term, and such appointee shall hold office until the next regular election for that office. Notwithstanding Article 9 – Officers and Duties, should the First Vice-President or Second Vice-President not wish to automatically progress, the Executive Board shall be empowered to appoint a successor to fill the balance of the unexpired term, and such appointee shall hold office until the next regular election for that office.
- 11.2 An officer, as defined in Article 9, who is an active member as defined in Article 5.3 and is not actively working due to dismissal, layoff, illness, extended disability, or a contractually provided leave of absence, and has recall rights, shall be permitted to take a leave of absence from their elected position for the duration of the leave, provided the duration of the leave shall not exceed the term of the elected position. In the event the expected date of return is beyond the term of the elected position, the official shall so declare their resignation from their position at the time the expected duration is known. In the event a vacancy is created, the Executive Board shall be empowered to fill the vacant position, either on a permanent or temporary basis, in accordance with the provisions of the Constitution.

ARTICLE 12 – PRAIRIE COUNCIL

- 12.1 **The Prairie Council shall be the governing body of COPE Local 397 and shall administer the Local in accordance with this Constitution and the National Constitution. The Executive Board shall be empowered to implement the decisions of the Prairie Council and carry out the business of the Local between Prairie Council meetings.**

- 12.2 12.2.1 The **Prairie** Council shall consist of all the members of the Executive Board and **the** representatives of The following units:

Saskatchewan Government Insurance (SGI):

Kindersley	1 member
Lloydminster/Meadow Lake	1 member
Moose Jaw	1 member
North Battleford	1 member
Prince Albert	1 member
Regina – Branches	2 members
Regina – Head Office	3 members
Saskatoon	2 members
Swift Current	1 member
Tisdale	1 member
Weyburn/ Estevan	1 member
Winnipeg	1 member
Yorkton	1 member

NDP Provincial Office	1 member
NDP Caucus Office	1 member
NDP Constituency Assistants	1 member
SEIU-West	1 member
Calgary Unit	1 member
University of Regina Faculty Association	1 member
Rural Municipality of Alexander	1 member
SK Association for Safe Workplaces in Health	1 member

- 12.3 The **Prairie** Council will determine the number of **Prairie** Council members allowed for newly-organized units.
- 12.4 No member may hold two (2) offices as described in Clause **12.2.1** of this Article.

- 12.5 Elections to **Prairie** Council
- 12.5.1 The **Prairie** Council members of the various units, including an alternate from each unit, shall be elected by a plurality vote, by a method approved by the **Prairie** Council, to be held amongst the active members of the Unit or Sub-Local in question; there shall be no voting by proxy.
- 12.5.2 The election for each **Prairie** Council member shall be held in December or January and shall be for a **two (2)** year term. Notice of the election is to be posted in the Units for at least five (5) working days.
- a) **Effective the election following the ratification of this constitution, Prairie Council term of office shall be a two (2) year term.**
- 12.5.3 Each Unit shall select an Election Board charged with the duty of conducting the election of the Unit Representative. The Election Board shall have the duty of enforcing the right of members to vote. In case of any difficulties they may refer the case to the Executive Board for decision or guidance.
- 12.5.4 **Results of the election for Prairie Council member and alternate shall be transmitted to the Local office within ten (10) working days of the election.**
- 12.6 **Notwithstanding Article 9.3.2 each member of the Prairie Council shall have one (1) vote except the President of the Local Union, who shall have voice but no vote, except in the event of a tie vote, in which case the President shall cast the deciding vote.**
- 12.7 **Any member of the Prairie Council, who fails to attend two (2) meetings in a calendar year, without being excused from such attendance by the Prairie Council, shall be deemed to have forfeited their office and a new election will be held under the guidance of the Executive Board.**
- 12.8 A new election will be held under the guidance of the Executive Board in case of resignation, transfer or promotion outside the Unit.
- 12.9 The **Prairie** Council is empowered to make any decisions pertaining to negotiations between the Union and the Employer, except it cannot sign a collective agreement or call a strike without the approval of the membership, as provided in this Constitution.
- 12.10 In case of **or the potential for** postal disruption the **Prairie** Council is empowered to make any decisions concerning the manner in which the secret ballot vote will be taken on issues such as a vote on a collective bargaining agreement, strike vote, or election of officers. Under normal conditions, these votes will be taken by mail balloting.
- 12.11 **In addition to meetings, at the discretion of the President, voting may take place through alternate methods in special cases. The results of the majority shall be the decision of the Prairie Council and such decision shall be recorded in the minutes of the next Prairie Council meeting.**
- 12.12 The quorum of the **Prairie** Council shall be in excess of fifty per cent (50%) of the Council members.
- 12.13 The regular meetings of the **Prairie** Council shall be held quarterly preferably in March, June, September and December.
- 12.14 Ad Hoc meetings of the **Prairie** Council may be called by the President, **a majority of the members of** the Executive Board or by a majority of the members of the **Prairie** Council.
- 12.15 The Recording Secretary or designate shall give, whenever possible, seven (7) days' notice of all **Prairie** Council meetings. The notice shall contain the proposed agenda.
- 12.16 The **Prairie** Council members shall receive minutes of the Executive Board meetings.
- 12.17 The **President** shall report **on the activities of the Local** to the **Prairie** Council.
- 12.18 The Treasurer shall make a financial report **and in conjunction with the Auditor** an annual audit report at the **Prairie** Council's regular meetings.

- 12.19 The Trustees shall give a quarterly Trustee Report at the **Prairie** Council's regular meeting.
- 12.20 The **Prairie** Council will consider action on any matter referred to it by the Executive Board, the Units, or members who have submitted the matter to the Executive Board. Upon recommendation by the Executive Board or **Prairie** Council, representation may be granted to the unit or member(s) at a **Prairie** Council meeting.
- 12.21 The **Prairie** Council may refer to the general membership any matter of importance concerning the general membership.
- 12.22 The **Prairie** Council shall report its activities at the General Membership Meeting in Regina, **and** at the Unit and Sub-Local level preferably as soon as practicable after each **Prairie** Council meeting.

ARTICLE 13 – BALLOTING BOARD

- 13.1 A Balloting Board of five (5) members shall be elected **in the year preceding** Officer Elections at the September General Membership Meeting in Regina. The Balloting Board shall elect a Chair at the first meeting following their commencement of the term. Balloting Board Members must resign from the Balloting Board upon acceptance of a nomination for an Executive Board position. The Balloting Board has the power to fill Balloting Board vacancies as required. The Balloting Board shall have the right to utilize the administrative staff as required.
- 13.2 **Members of the Balloting Board shall at all times act with impartiality and discretion and refrain from any activity which might influence the outcome of any vote.**
- 13.3 The Balloting Board is charged with the duty of overseeing any situation requiring a ballot **of the general membership or membership of a Unit when so determined**, which may include, but is not limited to:
- a) The election of Officers;
 - b) Constitutional amendments.
- 13.4 In consultation with the relevant Committee the Balloting Board shall establish reasonable timelines for the mail-out ballot to be distributed and returned in all instances where none exist.
- 13.5 The Balloting Board shall have the duty of enforcing the right to vote of the members and shall see that such right is not interfered with or hindered by anyone.
- 13.6 The Balloting Board can examine the membership status of all members before permitting a ballot being mailed to them and can compare the said status with lists to be supplied by the Office Administrator.
- 13.7 Upon the mail-out ballot return deadline, which is established in accordance with Article 13.3 the Balloting Board shall meet to determine results. The results shall be reported to the membership by the Chair of the Balloting Board.
- 13.8 After a mail-out ballot has occurred and the report of the Balloting Board has been rendered, all records and ballots shall be stored in the Local Union office for safekeeping for not less than sixty (60) days. These records cannot be opened unless authorized by the Balloting Board.

ARTICLE 14 – ELECTIONS

- 14.1 14.1.1 a) The Officers of the Executive Board shall be elected by the membership and shall hold office for a term of two (2) years.
- b) **Effective with the elections taking place in the fall of 2015, the Officers of the Executive Board shall be elected to hold office for a term of three (3) years.**
- 14.1.2 **The term of office shall begin the January 1 following each election.**

- 14.1.3 For composite Local unions, when an Employer definitely shuts down operations governed by a certified bargaining unit held by a Local Union, or if the certificate is revoked while an Officer is in its employ, this Officer may continue to pay the regular monthly union dues until the end of their term. Once their term has expired, this person may not be nominated to any officer of the Local Union.
- 14.2 It shall be the aim of the Union to elect to the Executive Board the most capable members of the various groups comprising the membership of the Union.
- 14.3 No person shall be elected as an Executive Board member of this Local Union unless they are an active member **as set out in Article 5.3** of this Local Union.
- 14.4 **No person covered by the collective agreement with UFCW, or its successor, shall be permitted to hold an elected office.**
- 14.5 No member shall hold or be a candidate for election to more than one (1) of the offices as specified in Article 10 at the same time.
- 14.6 The Balloting Board shall open nominations for the Executive Board positions **no later than** the first Friday in October. Notice of such opening will be posted on Bulletin Boards. Nominations shall close fourteen (14) calendar days **after they open**. Upon closing of the nominations the Balloting Board will contact nominees by regular mail providing notification of the position(s) that they have been nominated for. All members wishing to accept their nomination must do so in writing within twenty-eight (28) days of the **opening of nominations**.
- 14.7 All nominations must be signed by the active member submitting the nomination.
- 14.8 A list showing all candidates for office will be posted on bulletin boards for **seven (7)** days prior to the mailing of ballots. Ballots are to be mailed no later than November 15th.
- 14.9 No member of this Union shall be permitted to vote unless they are an active member in the Union.
- 14.10 The election shall be by secret ballot to every active member at their last known address on Union or company files.
- 14.11 There shall be no vote by proxy.
- 14.12 Votes for any member who is not duly listed on the ballot will not be counted by the Election Board.
- 14.13 Any candidate shall have the right to have a scrutineer at the counting of the ballots.
- 14.14 The candidate(s) receiving the greatest number of votes for the respective office(s) shall be declared elected.
- 14.15 The election shall be completed prior to the first Friday in December.
- 14.16 Within seven (7) calendar days of the election results, the defeated candidate may make a request to the Chair of the Balloting Board to recount ballots. The candidates may each appoint a scrutineer to attend the recount. The results of the recount are final. The recount shall take place within fourteen (14) calendar days.
- 14.17 The oath of office of the elected members shall be held at the first **Prairie** Council meeting or at the first Executive Board meeting following the **election**, and the elected members 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, 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 THE LOCAL UNION IN MY POSSESSION **TO MY SUCCESSOR IN OFFICE.**”*

ARTICLE 15 – ELECTION OFFENCES

- 15.1 (a) If the Balloting Board suspects any tampering with ballots, illegal voting, fraud **having been committed**, violence, coercion, or other conduct not included in the foregoing, which in any manner interferes with a member's voting rights **it may file a complaint** to the **Prairie Council within ten (10) days following the election results by following the *New COPE Appeal Procedure* as adopted the 13, 14, 15 November 2013**. The person who is the subject of the complaint has the right to contest the complaint in writing by transmitting their statement to the President of the Local Union before the Prairie Council's meeting. The President of the Local Union shall transmit such statement to the Prairie Council. Should the Local Union President be the subject of or implicated in the complaint, the complainant shall submit their statement directly to the Prairie Council. The Prairie Council shall render its decision according to equity and the merits of the case.
- (b) It is within the power of the Prairie Council to decide, at its next meeting, to:
- i) Allow the complaint, and order a new election;
 - ii) Dismiss the complaint.
- (c) An appeal to the National Executive is possible by following the COPE SEPB Appeals Procedure.
- 15.2 (a) A member who has reason to believe that an election offense may have been committed may file a complaint with the Prairie Council within ten (10) days following the election results.
- (b) The process outlined in Article 15.1 applies in these circumstances.
- 15.3 The Member may also use the COPE SEPB Discipline Procedures.

ARTICLE 16 – DUES AND USE OF FUNDS

- 16.1 The funds of this Local Union cannot be divided in any way among individual members and can be utilized only for valid Union purposes.
- 16.2 The regular dues of this Local Union shall be one and one-half per cent (1.5%) of all monies earned calculated to the nearest dollar. The dues shall not be less than as prescribed in the National Constitution.
- 16.3 All proposals for an increase of dues must be presented to the **Prairie** Council. If the **Prairie** Council approves of such increase of dues, the motion shall be incorporated and presented to the membership. The notice shall contain a statement informing the members of the nature of the proposal and that a vote will be taken. A majority vote, by secret ballot, shall be required to constitute acceptance of the proposed dues increase.
- 16.4 Members of any bargaining unit can elect to pay dues in excess of those set out in this Article or to impose an assessment on members in their bargaining unit provided the purpose is approved by the **Prairie** Council and provided a majority of members voting in the bargaining unit vote to approve such changes. Voting will be conducted within the bargaining unit in a manner consistent with the Constitution relative to changes in dues and assessments. Such additional dues or assessments, if approved, will be maintained in a separate fund and will only be used for the purpose for which it was established.
- 16.5 The General Fund shall be used for the payment of expenses incurred by the Union on behalf of its membership primarily for organizing, defence, service and contract administration, and as a depository for its monies.
- 16.6 Money from the General Fund to the Defence Fund shall be allocated by the Executive Board with the approval of the **Prairie** Council.
- 16.7 All disbursements, exclusive of Staff wages, shall be made by cheques drawn on the General Fund and shall be signed by two authorized signators. Whenever possible cheques should be signed by the Treasurer of the Local and either the President or the First Vice-President.

- 16.8 Staff employed by COPE Local 397 shall have their wages (as identified in the UFCW/COPE Collective Bargaining Agreement) paid by Electronic Funds Transfer (EFT). The establishment of all EFTs shall be approved by two authorized signators. Whenever possible, EFTs should be approved by the Treasurer of the Local and either the President or the First Vice-President.
- 16.9 The fiscal year of this Union shall be the twelve-(12) month period ending with December 31st of each year.
- 16.10 The per capita tax, Strike Benefit Fund, Convention Fund and other obligations owed by this Local Union 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.
- 16.11 Members shall have the ability to view the financial records of the Local in the presence of the Treasurer at the Headquarters of the Local. The financial records shall not be duplicated or copied in any format or leave the Headquarters of the Local Union.**

ARTICLE 17 – AUDITING OF BOOKS

- 17.1 The Local Union shall have an audit conducted at the end of each fiscal year, by a certified or Chartered Accountant, as designated by the Executive Board. The **Treasurer in conjunction with the Auditor** shall report such audits to the **Prairie** Council and to the Treasurer of the National Union.

ARTICLE 18 – OFFENCES AND PENALTIES

- 18.1 In any case involving disciplinary action there shall be no resort to a court of law until such recourse within the Local Union under its Constitution and within the National Union under its Constitution, has been exhausted.
- 18.2 Any member may be penalized for committing any one or more of the following offences:
- 18.2.1 Publicizing or giving information about Union affairs to persons not entitled to such information;
 - 18.2.2 Working for an employer against whom the Union has declared a strike or whom the Union has declared to be unfair unless permission has been granted by Officers of the Local Union;
 - 18.2.3 Working **for a rate of pay other than as** provided for by the **collective agreement** with the Union;
 - 18.2.4 Failure to appear before the Executive Board when ordered to do so;
 - 18.2.5 Obtaining membership through fraudulent means, or by misrepresentation;
- 18.2.6 Violation of the oath of membership, or office if an officer;
- 18.2.7 Working in the interests of any organization or union opposed to the interests of this Union;
- 18.2.8 Being present or entering a meeting of members while intoxicated, under the influence of illegal substances, or disturbing the peace of any such meeting by creating or participating in disturbances, or similar conduct in and about the Local Union Office, or where official Union business is being conducted;
- 18.2.9 Causing or participating in a stoppage of work because of any alleged grievance or dispute without the authorization of the Union or its Officers of the Local Union;
- 18.2.10 Any acts of misconduct which are detrimental to the best interests of the Local Union; or of conduct unbecoming a member of the Union; or of violation of any of the provisions of the Constitution of this Local Union or of the Constitution of the National Union.
- 18.3 **In the event a member(s) of the local union is charged with an offence the COPE Internal Discipline Procedures shall apply.**
- 18.4 Members or officers resorting to a court of law or legal proceedings on a matter involving the Union or one of its officers or members on matters pertaining to union business before first exhausting all remedies provided in the Constitution may immediately be suspended or expelled and this as determined by the Executive Board.

ARTICLE 19 – DISCIPLINE PROCEDURES AND REMOVAL OF OFFICERS

- 19.1 All officers and members of any committee(s) are deemed "officials" within the context of this Article.
- 19.2 **Further to Article 18**, any official who has been found guilty of any of the following offences may be disciplined or removed from office, and in addition may be expelled from membership, or be forever barred from holding any office in the Union:
- 19.2.1 Dishonesty in the conduct of their office, fraud, corruption, accepting any bribes or harassment of any members;
 - 19.2.2 Abuse of office or gross negligence in the conduct of their office;
 - 19.2.3 Conduct unbecoming an official of this Union;
 - 19.2.4 Holding membership or working in the interests of any organization engaged in subversive activity; **or against the best interests of COPE;**
 - 19.2.5 Committing a breach of confidentiality.
- 19.3 **In the event an official of the local union is charged with an offence, the COPE Internal Discipline Procedures shall apply.**
- 19.4 None of the foregoing is applicable to any matter involving delinquency or failure to pay dues. Any Local Union may provide in its Policies for automatic suspension of any Member who is delinquent in their obligations

ARTICLE 20 – STRIKES AND/OR JOB ACTION

- 20.1 This Local Union shall not call a strike against an employer(s), unless the members of the Local Union employed by such employer(s), by a majority of ballots returned from a secret ballot vote, grants full authority upon the **Prairie** Council to call job action up to and including strike. The President of the National Union or their designate shall be informed of all strikes before they are called.
- 20.2 Strikes or job action against any employer(s) shall be terminated if a majority of the members of the Unit so request by secret ballot. Job action or strikes shall end when the Collective Bargaining Agreement is ratified.
- 20.3 **The Prairie Council is authorized to use their discretion with respect to the administration of the Strike and Defence Fund to the extent that they may provide, reduce or terminate benefits in order to ensure some degree of equity and efficiency in the distribution of these benefits.**

ARTICLE 21 – LIMITATIONS ON COMMITTEES

- 21.1 In addition to the committees and boards established by this Constitution the Local Union shall provide for additional standing committees, and, from time to time such special committees, as may be proper and necessary to conduct the business of the Local Union.
- 21.2 In establishing any additional standing committee(s) the Executive Board, subject to the approval of the **Prairie** Council, shall define the duties of the committee, the extent of its authority, and the permissible amount of expenditures that may be made by such committee. This information must be made a part of the minutes. In any event, such 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 **Prairie** Council.
- 21.3 In establishing any special committee(s) the Executive Board shall define the duties of the committee, the extent of its authority, and the permissible amount of expenditures that may be made by such committee. This information must be made a part of the minutes. In any event, such committee(s) 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.

ARTICLE 22 – AFFILIATIONS AND DELEGATES

- 22.1 This Union may be affiliated with Labour Councils and/or Federations chartered by or affiliated with the Canadian Labour Congress.
- 22.2 Delegates to Labour Councils and/or Federations shall be selected in such manner as determined by the **Prairie Council**.
- 22.3 Each delegate to a Convention of the Canadian Office and Professional Employees Union must be an active member in the Local Union. Delegates shall be selected by the **Prairie Council** at a **Prairie Council** meeting.
- 22.4 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 Union the proceedings of the organization to which they were delegates and perform such other duties as pertain to their office.

ARTICLE 23 – NEGOTIATING/BARGAINING COMMITTEE

- 23.1 The **Bargaining** Committee for each Unit shall be comprised of members from that Unit and a **Union Representative**. **The members of the bargaining committee shall be endorsed by the Prairie Council**. This endorsement shall not be unduly withheld.
- 23.2 **SGI Bargaining**
- 23.2.1 **The SGI members of the Prairie Council will determine the members of the SGI Bargaining Committee for the purposes of negotiating the SGI Collective Bargaining Agreement. The President and two (2) Union Representatives shall serve on the Committee.**
- 23.2.2 **The SGI members of the Prairie Council shall determine the proposals to be taken forward.**
- 23.2.3 **SGI tentative agreements shall be authorized by SGI Prairie Councillors prior to a ratification vote by the COPE membership employed at SGI.**
- 23.3 The Negotiating Committee for each of the other Units shall be comprised of members from that Unit and endorsed by the Provincial Council. This endorsement shall not be unduly withheld.

ARTICLE 24 – NATIONAL CONSTITUTION

- 24.1 The Constitution of the National Union shall be the paramount law governing the affairs of all Local Unions of the National Union. Any provision contained in the Constitution of the Local Union which is contrary to or in conflict with the provisions of the National Union Constitution shall be inoperative and of no effect except as the National President may otherwise specifically approve.

ARTICLE 25 – AMENDMENTS

- 25.1 Any proposed amendment(s) to this Constitution may be introduced by the Executive Board, **Prairie Council**, or by a petition containing the proposed amendment(s) which has been signed by at least twenty-five per cent (25%) of active members. Such petition must be presented to the Executive Board before it can be considered by the membership.
- 25.2 Executive Board and **Prairie Council** shall include the proposed amendment(s) in its minutes at their regular meeting. The proposed amendment(s) shall be **provided to the membership in a manner determined by the Prairie Council** for a minimum period of seven (7) days. It shall also contain a statement of explanation of the proposed amendment(s) and the recommendation of the **Prairie Council**.

- 25.3 The Executive Board may call Unit and Sub-Local meetings to discuss the amendment(s).
- 25.4 Ballots shall be mailed within ninety (90) days to all active members at their last known address on Union or company files. The member shall return their vote **by the specified date as determined by the Balloting Board in consultation with Prairie Council.**
- 25.5 A vote of two-thirds ($\frac{2}{3}$) of those members voting on such matters, under the Local Union's Constitution, shall be required to constitute acceptance of the proposed amendment(s) to this Constitution.
- 25.6 In accordance with Articles 16.3 and 16.4, any proposed amendment to the dues will be voted on separately. A majority vote of the eligible members voting shall be required.
- 25.7 No amendment to this Constitution shall take effect until the approval of the President of the National Union has been secured.