



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 **this** 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 **this** local union and order it dissolved. The National Executive will work with **this** Local Union to examine their viability having regard to the legal responsibilities of union representation. The funds of **this** Local Union cannot be divided among individual members and may be utilized only for valid union purposes. Upon the dissolution of **this** 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 **this** 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 **Canadian and Provincial Human Rights legislation (or any related legislation)**.
- 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 **AND ALL OFFICIAL POLICIES OF COPE LOCAL 397** 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 **this** Local Union 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 Active members shall enjoy all rights and privileges of membership in the Local Union, and in the National Union.
- 5.4 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.
- 5.5 NON-ACTIVE MEMBERSHIP
- 5.5.1 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.
- 5.6 HONOURARY MEMBERSHIP
- 5.6.1 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.

- 5.7 A person is no longer a member when:
- 5.7.1 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;
 - 5.7.2 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 shall be made every three (3) months and given to the Local Treasurer. 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 – MEETINGS

- 7.1 Only **Active and Non-Active** 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 General Membership Meetings, **or Special 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 **of the Unit or Sub-Local**.
 - 7.2.3 No motions shall be passed, unless quorum is present. **Any motions that have not been addressed will be referred to the Executive Board and/or Prairie Council in accordance with Policy.**
- 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 meeting date will be determined by the Executive Board. The membership will be provided notice by the President or designate at least thirty (30) days in advance of the meeting.**
 - 7.3.2 The Prairie Council through the Executive Board shall report the activities of the Local at General Membership meetings.

- 7.4 Special Meeting
- 7.4.1 **The Executive Board has the ability to add meetings as required. If an event beyond the control of the Executive Board occurs, the Board may change the date and/or location of the meeting and will advise the Membership as soon as possible.**
- 7.4.2 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.
- 7.4.3 The **President or designate shall provide** 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, **Unit, Sub-Local** or Special Meetings shall be referred to the **Executive Board and/or** Prairie Council 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 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 **administrative** committees, **with the exception of the Balloting Board**; 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) develop, implement and maintain an organizing strategy in consultation with the Organizer and the appropriate bodies;
- k) appoint all Committees not otherwise ordered;
- l) authorize staff to obtain legal counsel, as required, to perform their duties.**

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) 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) be a member of the Staffing Committee.**

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;

h) be a member of the Staffing Committee

9.6.2 The Treasurer or designate shall deposit all funds of this Union, **where possible**, in a **unionized** Financial Institution. **The Treasurer or designate shall submit to the National Secretary-Treasurer all relevant information pertaining to the bank accounts (name of the institution, full address, account number, ...).** They shall **ensure** all books and records **are submitted** to the Auditor for the **annual audit** whenever called upon to do so. Upon the expiration of their term, **they shall** 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, **together with the Finance Committee**, 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.

- a) The Recording Secretary or designate shall keep signed copies of all meeting minutes and proceedings submitted by the Units and Sub-Locals
- b) 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.
- c) **The Recording Secretary or designate will provide the National President and the National Secretary-Treasurer with the names and contact information of all the Local Union officers as well as any changes to that information.**

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.

ARTICLE 10 – EXECUTIVE BOARD

- 10.1 The Executive Board shall consist of the President, First Vice-President, Second Vice-President, Treasurer, Recording Secretary, **and** Sergeant-at-Arms. 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. **These meetings may be held in person, by teleconference or by an electronic meeting technology.**
- 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 Ad hoc meetings of the Executive Board may be called by the President, **or** be called **at** 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 **President or** 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, **as required with a full explanation to** the Prairie Council.
- 10.10 The Executive Board may, in accordance with the United Food and Commercial Workers (UFCW)/COPE Collective Bargaining Agreement, appoint organizers for a period of time.
- 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.
- 10.11.1 Increases in the 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, **may** be deemed to have forfeited their office. **Forfeiture of office shall be determined by the Executive Board.**
- 10.14 **The Executive Board shall enforce due observance of and interpret the Constitution. Any interpretation is subject to appeal to the National President.**

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 **required** to take a leave of absence from their elected **or appointed** 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.

12.1.1 All Prairie Council members will attend General Membership meetings and their respective unit meetings. These meetings may be attended in person, by teleconference or by an electronic meeting technology, if applicable.

12.1.2 Any member of the Prairie Council, who fails to attend two (2) **Prairie Council** meetings in a calendar year, without a **legitimate reason**, shall be deemed to have forfeited their office and a new election will be held under the guidance of the Executive Board.

- 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	4 members
Regina – Head Office	5 members
Saskatoon	3 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
Calgary Unit	1 member
University of Regina Faculty Association	1 member
Rural Municipality of Alexander	1 member

- 12.2.2 There will be one (1) **Prairie Council Member** for every one hundred (100) people in a branch or unit, to a maximum of five hundred (500) people:
 Up to 100 people – 1 member
 101 – 200 people – 2 members
 201 – 300 people – 3 members
 301 – 400 people – 4 members
 401 – 500 people plus – 5 members
- 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.
- 12.5.3 Each Unit **may** select an Election **Chair** charged with the duty of conducting the election of the Unit Representative(s). The Election **Chair** 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 A new election will be held under the guidance of the Executive Board in case of resignation, transfer or promotion outside the Unit.
- 12.8 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.
- 12.9 The Prairie Council is empowered to make any decisions concerning the manner in which a ballot **or electronic** vote will be taken on issues such as a vote on a collective bargaining agreement, strike vote, **constitutional amendment** or election of officers. **All voting will be conducted in secrecy.**
- 12.10 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.
- 12.11 The quorum of the Prairie Council shall be in excess of fifty per cent (50%) of the Council members.
- 12.12 The regular meetings of the Prairie Council shall be held quarterly preferably in March, June, September and December.
- 12.13 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.
- 12.14 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.

- 12.15 The Prairie Council members shall receive minutes of the Executive Board meetings.
- 12.16 The President shall report on the activities of the Local to the Prairie Council.
- 12.17 The Treasurer shall make a financial report and in conjunction with the Auditor an annual audit report at the Prairie Council's regular meetings.
- 12.18 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.
- 12.19 The Prairie Council may refer to the general membership any matter of importance concerning the general membership.
- 12.20 **Members** of the Prairie Council shall report **their** activities at the Unit and Sub-Local level preferably as soon as **possible** 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 **last** General Membership Meeting **of the calendar year** 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 **or electronic vote** 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 ballot **or electronic vote** 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 **or electronic vote** being **provided** to them and can compare the said status with lists to be supplied by the Office Administrator.
- 13.7 Upon the ballot **or electronic vote** 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 ballot **or electronic vote** 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 The Officers of the Executive Board shall be elected by the membership and shall 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 When a **COPE Local 397** 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 office 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, **or appointed** to the Executive Board of this Local Union unless they are active member as set out in Article 5.3. **They must also have continuous active membership status for at least the preceding twelve (12) months or have permanent employment status with their Employer.**
- 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 and the COPE Local 397 Website**. Nominations shall close fourteen (14) calendar days after they open. Upon closing of the nominations the Balloting Board will contact nominees **either** by regular mail **or electronic means** 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 **and the COPE Local 397 Website** for seven (7) days prior to the mailing **or the electronic distribution** of ballots **or votes**. Ballots **or electronic votes** are to be **distributed** 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 **conducted** by secret ballot **or electronic vote** to every active member.
- 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 COPE LOCAL 397 UNION CONSTITUTION. I PROMISE TO ABIDE BY THE CONSTITUTION AND ALL OFFICIAL POLICIES OF COPE LOCAL 397. I WILL WORK** TO THE BEST OF MY ABILITY AND WITH COMPLETE GOOD FAITH TO SUPPORT, ADVANCE AND CARRY OUT ALL OFFICIAL POLICIES OF **THIS** 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, **ELECTRONIC DATA** 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 COPE Appeal Procedure. 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.
- (c) **After exhausting the COPE Local 397 discipline procedures,** 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, shall be made by cheques **or electronic funds transfer (EFT's)** 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

19.1 Discipline Procedures and Removal of Officers

- 19.1.1** All Officers and Members of any committee(s) are deemed "officials" within the context of this Article.
- 19.1.2** 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:
- (a) Dishonesty in the conduct of their office, fraud, corruption, accepting any bribes or harassment of any members;
 - (b) Abuse of office or gross negligence in the conduct of their office;
 - (c) Conduct unbecoming an official of this Union;
 - (d) Holding membership or working in the interests of any organization engaged in subversive activity; or against the best interests of COPE;
 - (e) Committing a breach of confidentiality.

- 19.2** In the event an official of the local union is charged with an offence, the **Local Union** Discipline Procedures, as found beginning in Article 19.4, shall apply.

- 19.3** 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.

19.4 Charges

- 19.4.1** A Member who has reasonable grounds to believe that another Member has:
- (a) Committed acts which are detrimental to the welfare of the Local Union;
 - (b) Violated any provision of this Local Constitution or the Constitution of COPE National;
 - (c) Violated the Member's Oath of Office or Oath of Membership;
 - (d) Revealed confidential information about the Local Union to anyone not entitled to such information;
 - (e) Crossed a union picket line;
 - (f) Committed fraud or misrepresentation in connection with a Local Union election;
 - (g) Engaged in an activity or course of conduct which is detrimental to the welfare or best interests of the Local Union or a Local Union Member;

May prefer a charge against the Member not later than six (6) months after the date on which the person making the charge knew or ought to have known of the action or circumstances giving rise to the charge in accordance with the procedure set out in this Article.

19.5 Form of Charges

- 19.5.1** Any proceedings shall commence with a complaint filed with the President of the Local Union in writing who shall then submit it to the Executive Board of the Local Union. The President shall also notify, by mail, the charged Member that a complaint has been filed and the reasons thereof, unless adequate disposition of the complaint requires that the charged party not be informed of the filing of the complaint. To that effect, the President shall consider the seriousness of the prejudice the complaint may cause to the Local Union notably when an allegation is made with regards to the finances, fraud or falsification of documents or books.
- 19.5.2** In the event the President of the Local Union is charged in the complaint filed, the First Vice-President of the Local Union shall replace them for the purpose of application of these procedures. These procedures apply only to Members and Officers.

- 19.5.3 All complaints should include the following:
- (a) The name of the charged Member;
 - (b) date or dates of each alleged offense;
 - (c) The Constitution or the Policies of the Local Union, or the Constitution of the National Union which are alleged to have been violated;
 - (d) A brief statement of the facts describing each alleged violation;
 - (e) The printed name, address, telephone number and the signature of the person filing the complaint.

19.5.4 Any Active Member is entitled to file complaints.

19.5.5 In the event one of the Members of the Executive Board of the Local Union is charged in the complaint filed, they shall refrain from participating in the disposition of the complaint.

19.5.6 The charged Member shall have the right to contest such complaint in writing by transmitting their statement to the Union President within fifteen (15) working days of the charge being mailed to the Member. The President shall transmit such statement to the Executive Board.

19.5.7 It is within the power of the Executive Board of the Union to decide, at its next meeting, to:

- (a) Pursue the complaint; or
- (b) Appoint an Investigator(s) to investigate the complaint and to report to the Executive Board whether or not to pursue the complaint; or
- (c) Dismiss the statement of the complaint as unwarranted.

19.5.8 Written notification of any action taken shall be sent to the complainant and the charged party.

19.6 Trial

19.6.1 Where the Investigator(s) has determined that the charges have sufficient merit to warrant a trial the Executive Board will appoint a Trial Committee consisting of at least three (3) Members to hear the charges.

19.6.2 The Trial Committee will hear and receive evidence in accordance with the following principles:

- (a) Members have the right to know the charges against them and if necessary to have particulars of those charges;
- (b) Members must be given reasonable notice of the charges prior to any hearing and must be given reasonable notice of the hearing date;
- (c) The hearing must be conducted in substantial compliance with the intent and purpose of this Local Constitution and the National Constitution.
- (d) Members and persons bringing charges will have the right to call evidence, introduce documents, cross-examine witnesses and make submissions;
- (e) The trial must be conducted in good faith and without actual bias;
- (f) The Trial Committee is not bound by the strict rules of evidence, however, any verdict reached must be based on the actual evidence adduced and not influenced by any matters outside the scope of the evidence;

- (g) The parties have the right to call witnesses and to produce evidence relevant to the complaint and the right to cross-examine any witness. They also have the right to be represented by an advocate or legal counsel at their own expense.

19.7 Decision

19.7.1 Upon conclusion of the hearing the Trial Committee shall, as soon as practical, publish a written decision and forward it to the Executive Board, the Member bringing the charge and the Member charged.

19.7.2 The Trial Committee shall decide if the charged Member has given cause for some degree of discipline and if so the appropriate level of discipline considering all of the circumstances. If appropriate, the Trial Committee may seek further submissions from the parties before imposing any discipline. Discipline may include the following:

- (a) reprimand in writing;
- (b) fine;
- (c) suspension from membership for a specified period of time;
- (d) suspension of the right to hold office for a specified period of time;
- (e) expulsion from membership, or prohibition from holding office;
- (f) any combination of the foregoing penalties.

19.8 Appeal

19.8.1 Level 1 Appeal

- (a) In the event of the Executive Board of the Local Union dismissing the complaint file, the complainant may, within a period of fifteen (15) days, address an appeal to the National Union Executive Board in writing directed to the National President with a written statement of the basis of such appeal. The National President will then notify the President of the Local Union of the rights of the Local Union to submit a written statement that sets forth its position, with copy to the complainant. Upon receipt of those documents, the National President transmits the documents to the National Executive which shall arrive at one of the decisions outlined in the preceding paragraph, with copy to the complainant, the Member and the President of the Local Union. In the event the National Executive decides to pursue the complaint, the proceedings shall be made in accordance with the procedure described hereinafter.
- (b) In the event a decision is made to pursue the complaint the President of the Local Union shall forward said decision by certified mail or by bailiff to the charged party.
- (c) In the event of the appointment of an Investigator, they shall meet with the interested parties and any witnesses that they may find suitable and report to the National Executive.
- (d) Refusal to meet with the Investigator or to answer their questions or refusing to produce documents required by the Investigator shall be considered as misconduct against the best interests of the Union.
- (e) In the event the complaint is to be pursued, a copy of the decision of the National Executive shall be sent to the Region 3 Vice-President who shall appoint a hearing officer to hear the dispute.

- (f) If the Region 3 Vice-President fails to appoint a hearing officer within a reasonable period of time or if the Region 3 Vice-President has conflict of interest, the appointment shall be made by the National President.
- (g) If the National President fails to appoint a hearing officer within a reasonable period of time or if the National President has a conflict of interest, the appointment shall be made by the National Executive.
- (h) The hearing officer shall not have any conflict of interest.
- (i) The hearing officer shall hold a hearing at a suitable place and send written notice thereof, at least fifteen (15) days in advance, which shall specify the date, time and place of the hearing to all interested parties.
- (j) If a complainant fails to appear at the hearing when called by the hearing officer they have the authority to:
 - (i) dismiss the complaint;
 - (ii) postpone the hearing to a later date.
- (k) If the charged party in the complaint fails to appear at the hearing when called by the hearing officer, they have the authority to:
 - (i) proceed ex-parte;
 - (ii) postpone the hearing to a later date.
- (l) The hearing officer shall proceed in an orderly, fair and impartial manner, in accordance with the hearing proceedings and introduction of evidence they so choose and in accordance with the principles of natural justice and the duty of fairness.
- (m) Onus of proof is on the complainant.
- (n) The parties have the right to call witnesses and to produce evidence relevant to the complaint and the right to cross-examine any witness. They also have the right to be represented by an advocate or legal counsel at their own expense.
- (o) The hearing officer shall render their decision in writing and decide on the validity of the complaint within forty-five (45) days of the close of the hearing. Should the complaint be deemed valid, they shall impose the penalty deemed to be fair and just:
 - (i) reprimand in writing;
 - (ii) fine;
 - (iii) suspension from membership for a specified period of time;
 - (iv) suspension of the right to hold office for a specified period of time;
 - (v) expulsion from membership, or prohibition from holding office;
 - (vi) any combination of the foregoing penalties.
- (p) The decision shall be forwarded to each party to the hearing, the President of the Local union and the appointing officer.
- (q) Expenses and/or fees of the hearing officer shall be borne by the Local Union.

19.8.2 Level 2 Appeal

- (a) Within twenty (20) days of the date the decision is received, the parties may appeal to the Executive Board of the Local Union in writing to the President of the Local Union setting forth the grounds for appeal, with copy to the other party. The opposing party has twenty (20) days to present its views in writing to the President of the Local Union, with copy to the appealing party.
- (b) An appeal filed in accordance with these rules will not defer the imposition of any penalty. A request for the suspension of any penalty must state the reasons supporting the request and shall be filed with the President of the Local Union with a copy to the opposing party, who may choose to contest. The Executive Board of the Local Union shall decide, at its next meeting, on the validity of the request on the basis of the documents presented in support of the request. Suspension of penalty may be granted when the applicant appears to be entitled to it and it is considered to be necessary in order to avoid serious or irreparable injury to them, or a situation of such a nature as to render the judgment in appeal ineffectual. The decision on the request for suspension of penalty is final.
- (c) Upon receipt of the documents mentioned in paragraph (a), the President of the Local Union shall transmit them to the Executive Board of the Local Union for decision at its next meeting. The Executive Board of the Local Union sitting in appeal shall render any decision that it considers just and reasonable in accordance with the Local Constitution.
- (d) The President of the Local Union shall forward copies of the decision of the Executive Board to the interested parties and to the Region 3 Vice-President.

19.8.3 Level 3 Appeal

- (a) Within twenty (20) days of the receipt of the decision, the parties may file an appeal in writing to the National Executive by forwarding to the National President a statement of reasons for the appeal, with copy to the opposing party. The opposing party has twenty (20) days to present its views in writing and forward them to the National President, with copy to the appellant. In the event of an appeal, a full record shall be transmitted to the National President by the President of the Local Union.
- (b) Upon receipt of the documents mentioned in the preceding Article, the National President shall submit them to the Executive Board for decision. The National Executive sitting in appeal may render any decision that it considers just and fair in accordance with the Constitution.
- (c) The National President shall forward a copy of the National Executive's decision to the interested parties and the President of the Local Union.

19.8.4 Level 4 Appeal

- (a) Any decision may be appealed to the next regular convention of the National Union by filing a notice of such appeal in writing with the National President within thirty (30) days of the date the decision is received, with copy to the other party. The opposing party then has thirty (30) days to transmit its views in writing to the National Secretary-Treasurer, with copy to the appellant. The appeal will then be heard in conformity with the Constitution of the National Union.
- (b) Time limits defined in this Article may be extended by the Region 3 Vice-President if reasonable grounds warrant such extension and provided that no serious prejudice to any party results from such extension.

- (c) Upon request, the Region 3 Vice-President shall obtain copies of all the documents, testimony and all other information submitted to any officer or entity in connection with the complaint.
 - (i) In the case of an expulsion or suspension of an officer of the Local Union, all funds, properties, books and assets in their possession shall be turned over to an individual duly authorized by the Region 3 Vice-President.
 - (ii) There shall be no resort to any court of law until all remedies within the National Union under its Constitution have been exhausted.
 - (iii) The foregoing procedures are not applicable to any matter involving delinquency or failure to pay dues.

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, **the Local Union President** and a Union Representative.
- 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.
- 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.

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. **No amendment to this Constitution shall be provided to the Membership until the approval of the President of the National Union has been secured.** The proposed amendment(s) shall **then** 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 **or electronic votes** shall be mailed **or electronically distributed** 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 **Any amendment to the National Constitution affecting a Local Union or a Council shall automatically be included in the Constitutions of the Local Union or Council unless the National President approves otherwise.**