



CONSTITUTION

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CONSTITUTION

ARTICLE 1 – PREAMBLE

- 1.1 **COPE Local 397** 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, (**COPE SEPB**), and (**CLC**).

ARTICLE 3 – EXISTENCE

- 3.1 When **COPE Local 397** ceases to represent employees of any employer, in such a way that affects its viability the National Executive may suspend the charter of **COPE Local 397** and order it dissolved. The National Executive will work with **COPE Local 397** to examine their viability having regard to the legal responsibilities of union representation. The funds of **COPE Local 397** cannot be divided among individual members and may be utilized only for valid union purposes. Upon the dissolution of **COPE Local 397**, 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 **COPE Local 397**, 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 **COPE Local 397** 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 **COPE Local 397** of the National Union.
- 4.2 **COPE Local 397** 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 person shall be admitted to membership in any **COPE Local** of the National Union who advocates principles or lends support to organizations or movements whose purposes and objectives are in conflict with those in any local of the National Union.

5.1.2 The signature of a membership application constitutes the undertaking to comply with the Constitution of the National Union **and COPE Local 397**; membership shall be deemed accepted unless denied by the Executive Board of **COPE Local 397** for just and sufficient cause. An appeal of this decision is possible under the applicable procedure.

5.1.3 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

5.1.4 No member shall hold right, title or interest in the assets, funds and other property of **COPE Local 397** or **the** National Union.

5.1.5 Active members, as defined in Article 5.3 shall enjoy all rights and privileges of membership in **COPE Local 397**, and in the National Union. Non-active members as defined in Article 5.4 will have restricted rights and privileges of membership.

5.1.6 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 Constitutions of the National Union **and COPE Local 397**.

5.2 All officers of the National Union shall be Ex Officio Members of **COPE Local 397** with the privilege of participating in **COPE Local 397** meetings, with voice but no vote, provided, however, such officers shall retain and may exercise their rights of participation in **COPE Local 397** in which they hold membership.

5.3 ACTIVE MEMBERSHIP

5.3.1 An individual is eligible to become an active member in **COPE Local 397** 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 **COPE Local 397**, 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 **COPE Local 397**, 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 **COPE Local 397** who desires to maintain membership in the Local. They may apply to **COPE Local 397** to be considered for non-active membership status. They shall pay **dues at a flat rate as determined by COPE Local 397 Policy..** The non-active member **may** have the right to attend meetings but shall not be entitled to vote or hold office or serve the local in any elected capacity. **COPE Local 397** 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 **COPE Local 397**. Honorary **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 **COPE Local 397** 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 covered under a merger agreement will be considered a unit.**

6.2 Members **from any location outside of Regina** may **apply to the Prairie Council to form** Sub-Local

6.3 Each Unit and Sub-Local will elect **a Chair and Secretary Treasurer.**

6.4 Sub-Locals as designated in this Article, Clause 6.2, and any other Unit(s) upon request, **may be eligible for funding.** These funds will be deposited in an appropriately named bank account. A voucher of expenses shall be kept and a financial **report** shall be made and given to the **COPE Local 397** Treasurer.

6.5 **Any Unit or Sub-Local must hold quarterly meetings to receive their operating fund. 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 COPE Local 397 for the purposes of verification/audit, the COPE Local 397 Treasurer shall withhold payment of the operating fund until such time as a review has been conducted by the Executive Board. Failure to hold four consecutive meetings of the Unit or Sub-Local may result in operating funds being withheld.**

6.6 If a Unit or Sub-Local is disbanded all funds **must** be returned to **COPE Local 397's** Treasury. **If a Unit or Sub-Local resumes its activities before the one year period has elapsed, the funds held in trust must be returned to said unit.**

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 **General Membership Meetings**.
- 7.1.1 **Invited guests of the Executive Board or of COPE Local 397 may attend and participate to the extent of the purpose for which they are invited but shall not vote.**
- 7.2 General Membership Meetings
- 7.2.1 There shall be a **minimum of two (2)** General Membership meetings per year, for the purpose of reporting the activities of **COPE Local 397** to the membership. **Tentative meetings dates will be presented at the December Prairie Council Meeting.** The membership will be provided notice at least thirty (30) days in advance of the meeting.
- 7.2.2 The Prairie Council through the Executive Board shall report the activities of **COPE Local 397** at General Membership meetings.
- 7.3 Special Meeting
- 7.3.1 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 of the meeting and will advise the Membership as soon as possible.
- 7.3.2 A Special Meeting of **COPE Local 397** 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.
- 7.3.3 **Notice shall be provided** of any special meeting, stating the purpose for such meeting. Such meeting shall be convened **after digital notification** of at least two (2) working day. No other business shall be transacted at such special meeting.
- 7.4 Quorum
- 7.4.1 One percent (1%) of all active Members of **COPE Local 397** shall constitute quorum for General Membership Meetings, or Special Meetings in Regina.
- 7.4.2 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.
- 7.4.3 No motions shall be passed, unless quorum is present.
- 7.4.4 Any **agenda item(s) and** motions that have not been addressed, **at General Membership or Special Meetings**, will be referred to the Executive Board and/or Prairie Council.
- 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 **COPE Local 397** shall act as Chair at all regular or special meetings of the Membership, Executive Board and Prairie Council.
- 8.2 **Minutes from all COPE Local 397 General Membership, Executive and Prairie Council meetings must be submitted within one week to the COPE Local 397 Office Administrator, and posted to the Prairie Council portal on the COPE Local 397 Website immediately after formatting.**
- 8.3 Except as otherwise provided in this Constitution, the latest edition of Bourinot’s Rules of Order shall be recognized as the final authority at all meetings of **COPE Local 397**.

ARTICLE 9 – EXECUTIVE OFFICERS:

- 9.1 **COPE Local 397 Active Members** shall **elect** the following Officers **triennially**. 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 **fulfill their assigned duties** and regularly attend scheduled and specially called Executive Board, Prairie Council, **General Membership, and their respective Unit** meetings.
- 9.3 **Two signatures shall be required on all cheques. The President, Treasurer, and one other Executive Board Member must have signing authority provided that the Executive Board Member is a VP.**
- 9.4 President
- 9.4.1 The President shall:
- a) **perform the duties as enumerated in COPE Local 397 Constitution and Policy, on a time lost basis.**
 - b) **preside at General Membership, Executive Board, and Prairie Council Meetings observing Bourinot’s Rules of Order.**
 - c) appoint all committees.
 - d) transact such other business as may of right pertain to the President’s office and which may be necessary to the proper functioning of this Union.
- 9.4.2. The President shall:
- a) sign each collective bargaining agreement negotiated by **Union Representatives of COPE Local 397;**
 - b) **Chair-the Staffing Committee;**
 - c) represent COPE Local 397 as **a Vice-President of the SFL;**
 - d) be an ex officio member of all COPE Local 397 **Committees, with the exception of the Balloting Board;**
 - e) act as a signatory on documents, **warrants** and cheques drawn on **COPE Local 397** funds as required in the conduct of **COPE Local 397 business pursuant to policy;**
 - f) **be the main spokesperson and officer of COPE Local 397. It shall be the duty of the President to protect and promote COPE Local 397 interests and reputation."**

- g) perform any and all duties as directed by Prairie Council and the Executive Board;
- h) keep the first and second Vice-Presidents and Treasurer informed/**copied on all actions**;
- 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) appoint all Committees not otherwise ordered;
- k) authorize staff to obtain legal counsel, as required, to perform their duties;
- l) insure that the National Union provides the National President and the National Secretary-Treasurer with the names and contact information of all the COPE Local 397 Union Officers as well as any changes to that information;**
- m) insure that** National Union shall be provided, upon request, a copy of a concluded collective agreement.

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

9.5 First Vice-President

9.5.1 The First Vice-President shall:

- a) perform the duties of the President in the absence of that Officer. In case of dismissal, 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) In case of extended disability or contractually provided leave of absence extending beyond 30 days the First Vice President shall perform the duties of the President on an interim basis;**
- c) have authority to sign cheques with the Treasurer;
- d) be a member of the Staffing **and Finance** Committees.

9.6 Second Vice-President

9.6.1 The Second Vice-President shall:

- a) perform the duties of the First Vice-President in the absence of that Officer. In case of 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) In case of extended disability or contractually provided leave of absence extending beyond 30 days the Second Vice President shall perform the duties of the First Vice President on an interim basis;**
- c) act as the Privacy Officer of **COPE Local 397**;
- d) be a member of the Staffing **and Finance** Committees.

9.7 Treasurer

9.7.1 The Treasurer shall:

- a) **ensure that all financial and member accounts of COPE Local 397 are maintained and kept correct and proper accounts of all its members;**
- b) **ensure the collection of all initiation and reinstatement fees, dues, assessments and fines from members of COPE Local 397;**
- c) **ensure that all disbursements for COPE Local 397 are made as provided for in Article 16 – Dues and Use of Funds, of this Constitution;**
- d) **ensure that a correct record of all monies received and expended is kept, and financial statements are prepared by calendar months to be submitted to the Secretary-Treasurer of the National Union monthly, and to the next Executive Board and Prairie Council Meetings of COPE Local 397;**
- e) sign all cheques whenever possible;
- f) sign all collective agreements negotiated by representatives of **COPE Local 397;**
- g) Chair the Finance Committee;
- h) be a member of the Staffing Committee;
- i) **ensure the deposit of all funds of COPE Local 397, where possible, in a unionized Financial Institution;**
- j) **ensure that all relevant information pertaining to the bank accounts (name of the institution, full address, account number, is submitted to the National Secretary-Treasurer;**
- k) **ensure all books and records are submitted to the Auditor for the annual audit whenever called upon to do so;**
- l) **turn over to their successor all properties and assets, including funds, books, and records of COPE Local 397, upon the expiration of their term;**
- m) **ensure that all properties and assets, including funds, books and records, are turned over to the Secretary- Treasurer of the National Union or the duly authorized representative when properly called upon to do so;**
- n) **ensure all financial obligations owing to the National Union are remitted not later than the fifteenth (15th) day of the following month, and monthly reports of all dues-paying members, on forms prescribed by the Secretary Treasurer of the National Union, are done;**

9.7.2 The Treasurer, together with the Finance Committee, shall develop and present the proposed budget to Prairie Council.

9.7.3 The Treasurer and **Office Administrator** 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.

- 9.8 **The Recording Secretary shall:**
- 9.8.1 a) be responsible for recording an accurate set of minutes of the General Membership, Executive Board, Prairie Council, and Special Meetings. **When possible, Meeting Minutes should be submitted to the COPE Local 397 Office within one week of the meeting;**
- b) **shall be responsible for keeping in-camera minutes stored in a secure site at the union office;**
- c) **turn over to their successor all properties and assets, including books, and records of COPE Local 397, upon the expiration of their term;**
- d) **keep copies of all meeting minutes and ensure that copies are kept in the Union Office.**
- 9.8.2 **be a member of the Staffing and Finance Committees**
- 9.9 Sergeant-at-Arms
- 9.9.1 a) The Sergeant-at-Arms shall assist the **Chair** in maintaining order and is responsible to ascertain that each person who attends a meeting holds membership in **COPE Local 397;**
- 9.9.2 b) **Shall be a member of the Staffing and Finance Committees;**
- c) **turn over to their successor all properties and assets, including books, and records of COPE Local 397, upon the expiration of their term.**

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 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 **on an ad hoc basis.**
- 10.4 Each member of the Executive Board shall have one (1) vote except the President of **COPE Local 397** 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,** 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 **Meeting.**
- 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 **248P**)/COPE **397** Collective Bargaining Agreement, appoint organizers for a period of time.

- 10.11 **The Executive Board shall form the Staffing Committee.** 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 248P/COPE 397 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 248P, 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, **with an unexcused absence of 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.
- 10.15 **The Executive Board shall receive an honorarium, as outlined in Policy. Any time lost by Officers for COPE Local 397 business, when authorized by the Executive Board or Prairie Council, will be reimbursed to their respective employers.**

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, may 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 **may** so declare their resignation from their position at the time the expected duration is known. In the event a vacancy is created, the Prairie Council shall be empowered to fill the vacant position, on a 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.
- 12.1.2 Any member of the Prairie Council, who fails to attend two (2) Prairie Council, General Membership and Sub-Local meetings in a calendar year, without a legitimate reason, shall be deemed to have forfeited their **right to attend any labour sponsored events**

- 12.2 12.2.1 The Prairie Council shall consist of all the members of the Executive Board, **Units**, and members **organized-under COPE Local 397 collective bargaining agreements.**
- For reference (composition and numbers are subject to policy change):**
- | | |
|----------------------------|-----------|
| RM of Alexander | 1 |
| Edmonton Unit | 1 |
| Calgary Unit | 1 |
| SK NDP Party Office | 1 |
| SK NDP Caucus | 1 |
| SK NDP CA | 1 |
| URFA | 1 |
| SGI | 13 |
- 12.3 No member may hold two (2) offices as described in Clause 12.2.1 of this Article.
- 12.4 Elections to Prairie Council
- 12.4.1 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.
- 12.4.2 The election for each Prairie Council Member shall be held **prior to** December and shall be for a two (2) year term **beginning January 1. Members will be provided 5 days notice of the election.**
- 12.4.3 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.
- 12.4.4 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.
- 12.5 Notwithstanding Article 9.3.2 each Member of the Prairie Council shall have one (1) vote **with the exception of the President, who shall have voice and no vote unless casting the deciding vote.**
- 12.6 A new election will be held under the guidance of the Executive Board in case of resignation, transfer or promotion **of the Prairie Council Member.**
- 12.7 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.
- 12.8 In addition to meetings, at the discretion of the **Executive Board**, 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.
- 12.9 The quorum of the Prairie Council shall be in excess of fifty per cent (50%) of the **residing** Council members **seats.**
- 12.10 The regular meetings of the Prairie Council shall be held quarterly.
- 12.11 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.
- 12.12 Whenever possible, seven (7) days' notice of **Prairie Council meetings shall be provided.**
- 12.13 **Prairie Council and Executive Board Meeting minutes shall be provided to the Prairie Council.**
- 12.14 The President shall report on the activities of **COPE Local 397** to the Prairie Council.

- 12.15 a) The Treasurer shall make a financial report **at all Prairie Council regular meetings.**
- b) In **consultation** with the **Treasurer**, the **Auditor will be contracted to present the annual auditor report at the earliest Prairie Council meeting**, following completion of yearend.
- 12.16 Upon recommendation by the Executive Board, member(s) have the right to appear before the Prairie Council at the next scheduled meeting.
- 12.17 Members of the Prairie Council shall report their activities at the Unit and Sub-Local level as soon as possible after each Prairie Council meeting.

ARTICLE 13 – BALLOTING BOARD

- 13.1 A Balloting Board of five (5) members, **including an election chair**, shall be elected in the year preceding Officer Elections at the last **Prairie Council** Meeting of the calendar year. The Balloting Board shall elect a **Election 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 **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.**

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 January 1 following each election.
- 14.1.3 When a COPE Local 397 Employer definitively shuts down operations governed by a certified bargaining unit held by Local, 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 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 **COPE Local 397** unless they are **an** 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 **and** have permanent employment status with their Employer.
- 14.4 No person covered by the collective agreement with UFCW **248P**, 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 **COPE Local 397** scrutineer **of their choosing** 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 **Election 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/**appointed** 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 **Local 397** Appeal Procedure. **The Election Chair will receive complaints and shall submit their findings directly to the Prairie Council.**
- (b) **The Member who is the subject of the complaint has the right to contest the complaint in writing by transmitting their statement to the Executive of COPE Local 397 before the Prairie Council's meeting.**
- (c) 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.
- (d) An appeal to the National Executive is possible by following the COPE/SEPBA 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 **Balloting Board** 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 **COPE Local 397** cannot be divided in any way among individual members.
- 16.2 The regular dues of **COPE Local 397** 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 signatories. The electronic payment must be secured and approved as if it were a cheque. Whenever possible cheques should be signed by the Treasurer of the Local and either the President or **an Executive Board Member with signing authority**.
- 16.8 Staff employed by COPE Local 397 shall have their wages (as identified in the UFCW **248P/COPE 397** Collective Bargaining Agreement) paid by Electronic Funds Transfer (EFT). The establishment of all EFTs shall be approved by two authorized signatories. Whenever possible, EFTs should be approved by the Treasurer of the Local and either the President or **an Executive Board Member with signing authority**.
- 16.9 The fiscal year of **COPE Local 397** shall be the twelve-(12) month period ending with December 31st of each year.
- 16.10 The per capita tax, Strike Benefit Fund, and other obligations owed by **COPE Local 397** to the National Union shall constitute a preferred claim and must be paid promptly by **COPE Local 397** each month prior to the payment of any other obligation of **COPE Local 397**.
- 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 **COPE Local 397**.

ARTICLE 17 – AUDITING OF BOOKS

- 17.1 COPE Local 397 shall have an audit conducted at the end of each fiscal year, **December 31**, by a Chartered **Professional** 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

OFFENCES

- 18.1 A Member who commits any of these acts is guilty of an offence under COPESEPB or Local 397 Constitutions:
- a) Commits acts which are detrimental to the welfare of COPE Local 397 or COPESEPB;
 - b) Violates any provision of the Constitution of COPE Local 397 or the Constitution of COPESEPB;
 - c) Violates any provision of any policies of COPE Local 397;
 - d) Violates the oath of office;
 - e) Reveals confidential information about COPE Local 397 to anyone not entitled to such information;
 - f) Crosses a union picket line;
 - g) Commits fraud or misrepresentation in connection with COPE Local 397
 - h) Steals any property of the COPE Local 397;
 - i) Becomes a member or officer by dishonesty or misrepresentation;
 - j) Helps any organization competing with the COPE Local 397 in a way that is harmful to COPE Local 397 or COPESEPB;
 - k) Uses the name of the COPE Local 397 or COPESEPB to request monies or to advertise without proper authorization;
 - l) Without proper authorization, gives a complete or partial list of the membership of COPE Local 397 to anyone who is not an official entitled to this information.

PENALTIES

Discipline may include, but is not limited to any of the following:

- a) Reprimand in writing;
- b) Fine;
- c) Suspension from membership for a specified period;
- d) Suspension of the right to hold office for a specified period;
- e) Prohibition from holding office;
- f) Expulsion from membership;
- g) Reimbursement of any monetary losses;
- h) Expenses incurred by the complainant, respondent, or COPE Local 397;

- i) Any other disciplinary measures the Trial Committee deems appropriate; or
- j) Any combination of the foregoing penalties.

COPE Local 397 Internal discipline procedures are found in policy and based on COPESEPB internal discipline procedures. This policy can only be varied in the event that COPESEPB procedures change.

ARTICLE 19 – STRIKES AND/OR JOB ACTION

- 19.1 **COPE Local 397 shall not initiate strike procedures** against an employer(s), unless the Members of **COPE Local 397** employed by such employer(s), by a majority of ballots returned from a secret ballot vote, grants full authority upon the Prairie Council **to approve** 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.
- 19.2 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.
- 19.3 Job action or strikes shall end when the **Memorandum of Agreement** is ratified.
- 19.4 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.

ARTICLE 20 – LIMITATIONS ON COMMITTEES

- 20.1 In addition to the committees and boards established by this Constitution **COPE Local 397** 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 **COPE Local 397**.
- 20.2 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. 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.
- 20.3 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. 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 **Prairie Council**.

ARTICLE 21 – AFFILIATIONS AND DELEGATES

- 21.1 This Union may be affiliated with Labour Councils and/or Federations chartered by or affiliated with the Canadian Labour Congress.
- 21.2 Delegates to Labour Councils and/or Federations shall be selected in such manner as determined by the Prairie Council.

- 21.3 Each delegate to a Convention of the Canadian Office and Professional Employees Union must be an active member in **COPE Local 397**. Delegates shall be selected by the Prairie Council at a Prairie Council meeting **with preference given to those:**
- a) **servicing as a Shop Steward;**
 - b) **member(s) of the Executive or Prairie Council;**
 - c) **attending at least 2 General Membership Meetings within the past year;**
 - d) **serve as a member on a COPE 397 Committee;**
 - e) **Serving as an active officer in a unit or sub-local of COPE 397;**
- 21.4 Delegates shall attend the meetings or sessions of the body or assembly to which they have been delegated, faithfully represent **COPE Local 397** 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 22 – NEGOTIATING/BARGAINING COMMITTEE

- 22.1 The Bargaining Committee for each Unit shall be comprised of **a member(s)** from that Unit, a Union Representative(s) **and may include the COPE Local 397 President.**

ARTICLE 23 – NATIONAL CONSTITUTION

- 23.1 **Any amendment to the National Constitution affecting COPE Local 397 shall automatically be included in the Constitutions and Policies of COPE Local 397 unless the National President approves otherwise.**

ARTICLE 24 – AMENDMENTS

- 24.1 Any proposed amendment(s) to this Constitution may be presented **to the Constitution Committee** by the Executive Board, Prairie Council, **or by** active members.
- 24.2 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.
- 24.3 The Executive Board may call Unit and Sub-Local meetings to discuss the amendment(s).
- 24.4 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 **Employer** files **following National Union approval**. The Member shall return their vote by the specified date as determined by the Balloting Board in consultation with Prairie Council.
- 24.5 A vote of two-thirds ($\frac{2}{3}$) of those members voting on such matters, under **COPE Local 397's** Constitution, shall be required to constitute acceptance of the proposed amendment(s) to this Constitution.
- 24.6 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.
- 24.7 Any amendment to the National Constitution affecting a **COPE Local 397** Union or a Council shall automatically be included in the Constitutions of the **COPE Local 397** Union or Council unless the National President approves otherwise.