



## **Constitution and By-Laws**

### **COPE Ontario**

May 2014

## TABLE OF CONTENTS

ARTICLE 1	NAME AND DEFINITIONS .....	1
ARTICLE 2	GOALS AND OBJECTIVES .....	1
ARTICLE 3	EXISTENCE.....	2
ARTICLE 4	JURISDICTION .....	2
ARTICLE 5	MEMBERS .....	3
ARTICLE 6	FINANCES.....	3
ARTICLE 7	CONVENTIONS .....	6
ARTICLE 8	EXECUTIVE BOARD .....	9
ARTICLE 9	ELECTIONS.....	10
ARTICLE 10	DUTIES OF THE OFFICERS.....	11
ARTICLE 11	DUTIES OF THE EXECUTIVE BOARD .....	14
ARTICLE 12	COMPENSATION .....	15
ARTICLE 13	AFFILIATIONS .....	16
ARTICLE 14	COMMITTEES .....	16
ARTICLE 15	BY-LAWS .....	16
ARTICLE 16	GENERAL PROVISIONS .....	17
ARTICLE 17	NATIONAL CONSTITUTION .....	17
ARTICLE 18	AMENDMENTS .....	17
ARTICLE 19	PROHIBITED ACTIVITIES.....	18
	STANDING BY-LAWS.....	18
	LISTING OF THE LOCALS COVERED BY COPE ONTARIO.....	19

**ARTICLE 1**  
**NAME and DEFINITIONS**

- 1.01 The Council shall be known as “COPE Ontario” of the Canadian Office and Professional Employees Union.
- 1.02 “Officer” designates a member of the Executive Board.
- 1.03 “Staff representative” designates a member of the regular personnel of COPE Ontario, other than administrative support staff.
- 1.04 “Local Union” designates a chartered union of the Canadian Office and Professional Employees Union.
- 1.05 “Unit” designates a certified bargaining unit under the jurisdiction of a Local Union.
- 1.06 “Member” designates a member in good standing of a Local Union.
- 1.07 “Employer” designates an employer governed by a certified bargaining unit held by a Local Union.

**ARTICLE 2**  
**GOALS AND OBJECTIVES**

- 2.01 COPE Ontario’s goals and objectives are as follows:
- To promote the organization;
  - To promote unionization;
  - To protect and champion the legitimate struggles of the members and employees towards achieving economic well-being, and to safeguard their social rights and their rights as workers;
  - To oppose all forms of discrimination;
  - To develop an education program;
  - To provide the affiliated Local Unions with the resources and services defined hereinafter.
- 2.02 COPE Ontario shall provide the following professional resources and services to the affiliated Local Unions:
- Negotiation of collective agreements;
  - Representation before tribunals and government agencies;
  - Advice to the Executive Boards/Committees, members and employees on the

interpretation and application of collective agreements and on the laws and regulations affecting labour relations and employment in general;

- Advice to the Executive Boards/Committees, members and employees on union issues;
- Coordinate organization campaigns;
- Coordinate union training courses;
- Publication of a bilingual union newsletter;
- Maintain a bilingual website;
- Political representations made before union and government bodies;
- Provide representation across Canada for national collective agreements.

### **ARTICLE 3 EXISTENCE**

3.01 COPE Ontario shall not be dissolved while, and for as long as, there is one (1) Local Union in good standing which wishes to continue its existence. In the event COPE Ontario is dissolved, except in the case of a merger(s), all its properties, including its funds, books and records, shall become the property of the National Union. This property shall be held in trust by the National Union for a period of one year, during which time such property shall be returned to COPE Ontario if it is reinstated. After such one year period, such funds and documents shall become the property of the National Union and may be used by it for its general purposes.

### **ARTICLE 4 JURISDICTION**

- 4.01 The jurisdiction of COPE Ontario shall extend to all the Local Unions in Ontario.
- 4.02 No Local Union shall submit an application for certification of a group of less than twenty-five (25) employees, except with the authorization of the Director of COPE Ontario.

## **ARTICLE 5**

### **MEMBERS**

- 5.01 A Local Union under the jurisdiction of COPE Ontario shall affiliate within thirty (30) days of the date on which its charter is assigned by the National Union.
- 5.02 It is mandatory for all Local Unions to maintain their affiliation with COPE Ontario except when exempted by the National Union.
- 5.03 A Staff representative, who is a member of Local 343 shall pay the respective union dues, be entitled to run for the position of Director of COPE Ontario and will be elected during the regular convention.
- 5.04 The Executive Board may appoint as honorary member, a person who has rendered exceptional services to COPE Ontario with voice but no vote.

## **ARTICLE 6**

### **FINANCES**

- 6.01 Revenues shall come from dues, penalties, reinstatement fees or any other special contribution voted on during a regular or special convention.
- 6.02 All Local Unions shall pay COPE Ontario membership dues of .9% of each person's wages.
- 6.03 If the employer is submitting the funds directly to the Local Union, then the Local Union shall remit to COPE Ontario, .9% of each person's wages collected as per Article 6.02, indicating the number of the Local Union, the name of the employer, the name of the contributors, the addresses, the amount of each person's dues, and the total contributory earnings for each employee.
- 6.03.1 If the employer is submitting the funds directly to COPE Ontario, then the employer shall remit to COPE Ontario all of the dues collected at a rate determined by the respective Local Union, indicating the number of the Local Union, the name of the employer, the name of the contributors, the addresses, the amount of each person's dues, and the total contributory earnings for each employee. COPE Ontario upon receipt will keep .9% of each person's wages and remit the difference to the Local Unions.
- 6.04 Any financial obligation owing to COPE Ontario shall be remitted monthly not later than the fifteenth (15<sup>th</sup>) day of the following month.
- 6.04.1 Within fifteen (15) days of the remittance mentioned in the preceding clause, COPE Ontario shall transfer to the Local Union concerned any amount in excess of the dues defined in Article 6.02.

6.05 The word “wage” shall include any form of remuneration and, particularly, but not exclusively:

- gross earnings;
- incentive or performance remuneration;
- bonuses
- commissions;
- overtime;
- vacation pay;
- retroactive wages;
- short-term wage insurance benefits or the equivalent;
- lump sum amounts related to one of the above-mentioned items;
- amounts payable in application of an arbitration award, court judgement or settlement of a dispute related to one of the above-mentioned items.

This definition shall be an integral part of the Constitution and By-Laws of all Local Unions.

6.06 For the purpose of applying the preceding provisions, when the wage mentioned above is payable in a lump sum not distributed over set weeks of work, the applicable dues shall be paid upon receipt of the lump sum.

6.07 No special dues shall be retained by COPE Ontario unless they have been approved, in a secret ballot, by the majority of the delegates at a regular or special convention. Nevertheless, these special dues shall be approved by the President of the National Union before they may be collected by COPE Ontario.

6.08 Any Local Union that chooses to submit its per capita tax obligation to COPE Ontario and becomes three months in arrears in its per capita tax obligation to COPE Ontario may be suspended. The cost of reinstating a suspended Local Union shall be five hundred dollars (\$500.00) in addition to the dues for the current month and the arrears. Locals which choose to pay their per capita tax directly, once they become three (3) months in arrears, they will automatically have the employer submit the dues directly to COPE Ontario, once the fine (stated above), the arrears and current month’s per capita payment has been made. Obligations to COPE Ontario shall constitute a preferred claim and must be paid promptly by the Local Union each month prior to the payment of any other obligation of the Local Union.

6.08.1 COPE Ontario will not be held liable to the National Union for per capita payment owed by a Local Union that is in arrears or suspended. Upon reinstatement of a Local union, such funds that are owed to the National Union will be remitted by COPE Ontario.

6.09 Expenditures shall be justified by accompanying receipts and made by cheque, signed by the Treasurer and countersigned by the President and/or the Director. Cheques will require two (2) of the three (3) signatures.

- 6.10 The petty cash shall not exceed the amount of two hundred and fifty dollars (\$250.00) and shall be available to the Director to pay current expenses at the request of COPE Ontario. All satellite offices shall have petty cash not to exceed the amount of two hundred and fifty dollars (\$250.00) or as determined by the Director. Cheques shall be issued to replenish the petty cash funds in an amount equal to the total receipts for the previous expenditures.
- 6.11 COPE Ontario shall pay the following affiliations for and on behalf of each Local Union:
- COPE National (General and Strike and Lockout Benefit and Defence Fund)
  - COPE National Convention Fund
  - Ontario Federation of Labour
- 6.12 The obligations owed by COPE Ontario to the National Union shall take preference in regard to their payment and shall be settled promptly each month before any other obligations are paid. COPE Ontario will not be held responsible for obligations to the National Union on behalf of Local Unions that are in arrears or suspended.
- 6.13 The fiscal year for COPE Ontario shall be a period of twelve months from the first day of March to the last day of February.
- 6.14 The Local that opted not to receive service shall maintain a mandatory affiliation with COPE Ontario. This Local will pay COPE Ontario a flat rate of \$13.04 (as of 2014) per member per month, and pay their per capita to COPE National and the Ontario Federation of Labour directly. The flat rate to COPE Ontario will increase in proportion to the Consumer Price Index percentage increase each year in January.
- 6.14.1 As of January 1<sup>st</sup> of every year membership dues shall be increased in proportion to the Consumer Price Index percentage applicable to the province of Ontario for the reference year comprised between September 1<sup>st</sup> to August 31<sup>st</sup> of the year preceeding such January 1<sup>st</sup>.
- 6.15 Upon the dissolution of any Local Union, all its properties and assets, including its funds, books and records, shall become the property of COPE Ontario, to be held in trust for a period of one (1) year, during which time such property shall be returned to the Local Union, if it is reconstituted. After such one (1) year period, such properties and assets shall become the property of COPE Ontario to be used for its general purpose.
- 6.16 COPE Ontario Finance Committee will be comprised of the table officers- President, Executive –Vice President, Director, Secretary and Treasurer. This committee shall review and approve expenditures over and above normal operating expenses and any special requests.

**ARTICLE 7**  
**CONVENTIONS**

- 7.01 The Convention shall be the governing body of COPE Ontario. The triennial Convention shall be held in the spring at a location and on a date determined by the Executive Board. It shall begin on a Friday evening and end on Sunday. There will be annual meetings during the non-Convention years which will include an educational or special seminar.
- 7.02 The President shall call the Local Unions to the Convention, advising them, in writing, of the date and location of the Convention, at least sixty (60) days in advance. If an event beyond the control of the Executive Board occurs, it may change the date and/or location of the Convention by advising the delegates thirty (30) days in advance.
- 7.03 The attendance to the Convention shall be composed as follows:
- (i) Where Locals appoint Vice-Presidents to the Board or they have support from their respective Local Union, the Local will ensure that they pay all expenses for the Vice-President to participate up to and including the next Convention.
  - (ii) Elected Officers – Director, President, Treasurer, Recording Secretary, Small Locals VPs and Young Workers VP. Where the Local does not cover expenses or they are not a delegate to attend COPE Ontario Convention, COPE Ontario will cover the expenses of those Officers to the end of their term.
- 7.04 Each Local Union in good standing may have one (1) vote at Convention for each one hundred (100) members or major fraction thereof, on which per capita tax has been paid for the twelve month (12) period ending two months prior to the month of a Convention.
- 7.05 Any Local Union having less than a major fraction of one hundred (100) shall, nevertheless, be entitled to one (1) delegate with the right to vote.
- 7.06 If a Local Union has paid per capita tax for less than all the months of such a twelve-month (12) period, and has not been suspended, that Local Union shall be entitled to one-twelfth (1/12) of its total vote for each month for which per capita tax was paid during the applicable period.
- 7.07 Each Local Union shall be entitled to as many delegates as it has votes, except that no Local Union may have more than ten (10) delegates present at a Convention.
- 7.08 The delegate or delegates from each Local Union may cast the entire vote of the Local Union.
- 7.09 A Local Union shall be entitled to an equal number of alternate delegates under the same terms, up to a maximum of five (5).
- 7.10 An alternate delegate substitutes for the delegate when he/she is unable to serve; the



- alternate delegate becomes a delegate by rights.
- 7.11 An alternate delegate may attend the Convention, with no voice or vote.
- 7.12 The voting strength and representation of a Local Union resulting from an amalgamation of two (2) or more Local Unions, shall be based on the total per capita tax payments made by the Local Unions forming such a Local Union.
- 7.13 Each Local Union shall choose its delegates and forward the list, duly signed by an Officer, to the President of COPE Ontario at least fifteen (15) days before the first day of the Convention. Delegates whose credential letters are not received within the time limit prescribed may be seated by action of the delegates seated at a Convention.
- 7.14 Staff representatives of COPE Ontario shall also be delegates, but without the right to vote. However, the latter may be appointed as delegates with the right to vote if elected by Local 343.
- 7.15 No Local Union may transfer credentials for the COPE Ontario Convention.
- 7.16 No voting by proxy shall be allowed.
- 7.17 Each delegate to a Convention must have been in continuous good standing with the Local Union such delegate represents for at least twelve (12) months prior to the convening of the Convention, unless the Local Union has been functioning (the period when a Local Union shall be deemed to be “functioning” shall be that commencing with the first month for which per capita tax payments are regularly made) for less than one (1) year, in which case such delegate must have been in good standing during the period that the Local Union has been so functioning. Each delegate shall be selected in accordance with the Constitution and By-Laws of the Local Union, or by vote of the Local Union.
- 7.18 Except as otherwise specified, all Officers of the National Union shall be entitled to participate in all Conventions.
- 7.19 The Executive Board may determine to create committees as required for the smooth functioning of a Convention.
- 7.20 Only delegates shall have the right to vote. Unless otherwise provided, the decisions shall be made by majority vote based on the voting strength except when otherwise specified.
- 7.21 A quorum shall consist of a majority of qualified delegates registered at a Convention.
- 7.22 Questions shall be decided on the basis of voting strength by a voice vote, division, or show of hands. A roll call on any question may be demanded by the President or by one-tenth (1/10) of the delegates present. Elections shall be decided in accordance with the voting strength.

### 7.23 SPECIAL CONVENTION

- a) A special Convention of COPE Ontario may be called by the President or by the Executive Board, if particular issues arise which require immediate attention.
- b) A special Convention of COPE Ontario may be called at the request of the Local Unions provided:
  - i. A resolution to this effect has been voted by the Executive Board of these Local Unions;
  - ii. These Local Unions represent more than thirty-five percent (35%) of the members of COPE Ontario and come from at least eight (8) Local Unions;
  - iii. The request shall clearly indicate the purpose of this special Convention.

No other issues may be dealt with during this special Convention, which must be held within forty-five (45) days of the request.

- c) The President shall forward a notice of special Convention to all the Local Unions, at least ten (10) days before the date on which such Convention will be held, excluding Saturdays and Sundays. The notice shall specify the purpose of the Convention as well as the delegation stipulated in Article 7.03.

### 7.24 RESOLUTIONS

Resolutions shall be presented in writing to the Treasurer of COPE Ontario not later than forty-two (42) days prior to the opening date of the Convention. Resolutions may be submitted by:

- i) the Executive Board of a Local Union;
- ii) by a majority of delegates of a Local Union;
- iii) by the Executive Board of COPE Ontario.

In spite of the preceding, resolutions of the Executive Board may be presented at any time during the Convention.

Resolutions shall not deal with more than one subject, shall include an action and shall contain no more than 300 words, and must contain “whereas”, “therefore be it resolved that”, and/or “therefore be it further resolved.” Resolutions not in the proper format will be returned to the locals.

## ARTICLE 8 EXECUTIVE BOARD

8.01 The Executive Board shall be the decision making body between Conventions.

It carries out the instructions of the Convention. It conducts the affairs of COPE Ontario, with the Constitution as its guide. The Executive Board shall take all action necessary to carry out the aims and objectives of COPE Ontario.

8.02 The Executive Board shall be composed as follows:

- one (1) President;
- one (1) Treasurer;
- one (1) Secretary;
- one (1) Director;
- one (1) Vice-President per Local Union with a minimum of two hundred (200) members. A Local Union with one thousand (1000) members or more shall be entitled to one additional Vice-President.

There shall be two (2) reserved seats for Locals with less than two hundred (200) members and there shall be one (1) reserved seat for a Young Workers representative.

These positions shall be elected in caucus during the Convention.

In the event there are lost wages to attend COPE Ontario functions, COPE Ontario will pay the expenses for the Small Locals VPs and the Young Workers VP.

No Local Union shall have more than three (3) officer positions, excluding the Director.

The person elected Director shall be elected at Convention from the Staff representatives, other than the administrative support staff.

8.03 The method by which Vice-Presidents shall be selected shall be determined by the Constitution and By-Laws of each Local Union. COPE Ontario will not pay lost wages for any Executive Board member; it will be the responsibility of the Local Union. Where the Local does not cover expenses or they are not a delegate to attend COPE Ontario Convention, COPE Ontario will cover the expenses of those Officers to the end of their term.

8.04 The term of office of persons elected during the Convention shall be three (3) years, or until their replacements have been elected and installed.

8.05 No member may qualify to run as an Officer of COPE Ontario unless they have been an active member in good standing of a Local Union, for at least twelve (12) months prior to the convening of the Convention. The Local Union that this member is from must also be in good standing with the National Union.

- 8.06 When a member of the COPE Ontario Executive Board comes from a composite Local Union, where the employer definitely shuts down operations governed by a certified bargaining unit held by the members 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 his/her term. Once his/her term has expired, this person may not be nominated to any office within COPE Ontario or the Local Union.

## **ARTICLE 9 ELECTIONS**

- 9.01 Nomination of persons to be elected provided in Article 8.02 shall be made on the Saturday of the Triennial Convention.
- 9.02 Eligibility to hold office in COPE Ontario shall not be limited to delegates to its regular Convention, any member in good standing within their local may run for a position. A delegate who is absent shall submit their intention of accepting or refusing a nomination, in writing, to the election chairperson before the election is held.
- 9.03 Elections shall be held on Sunday. Each position shall require a majority of votes cast to be elected. In case no candidate receives a majority, the candidate receiving the lowest number of votes shall be dropped from subsequent balloting. Voting shall be by secret ballot and thereafter tabulated.
- 9.04 The Executive Board shall appoint the Election Chairperson and three (3) Returning Officers. These persons cannot be election candidates and shall collect and count the ballots in the presence of the delegates. The Election Chairperson shall then announce the result of the ballot.
- 9.05 Before undertaking their respective positions, the appointed persons shall make the following declaration:

“I, \_\_\_\_\_, do hereby sincerely pledge my word and honour to perform the duties assigned to me in the COPE Ontario Constitution and By-Laws, to the best of my ability and with complete good faith to support, advance and carry out all official policies of COPE Ontario and promote a harassment and discrimination-free environment. I will at all times devote my efforts to further the aims, objectives and best interest of COPE Ontario. I will also surrender all books, papers and other property of COPE Ontario in my possession to my successor in office.”

**ARTICLE 10**  
**DUTIES OF THE OFFICERS**

**10.01 PRESIDENT**

- a) The President shall preside over meetings and preserve order during its deliberations. The President shall be a signing Officer, sign orders on the Treasury when required and transact such other business as may of right pertain to this office.
- b) The President shall report on the activities of committees within the Executive Board.
- c) The President shall communicate notices for the COPE Ontario Convention.
- d) Appeals from Local Unions concerning irregularities shall be submitted to the President who shall deal with such by consulting the Executive Board and in conformity with the provisions of the Constitution and By-Laws.
- e) The President shall be entitled to participate in all meetings and Conventions of the Local Unions affiliated with COPE Ontario or to delegate someone to take his/her place.
- f) The President may be replaced by an Officer or appoint an Officer to act on the President's behalf, if they are unable to participate in an activity in which they should represent COPE Ontario.
- g) In the event this position becomes vacant due to resignation, suspension, expulsion, death or incapacity the position shall be filled by one of the Officers at the next meeting of the Executive Board. The new vacant position will be filled by the Executive Board as per Article 8.
- g) In the event of a temporary incapacity expected to last for more than thirty (30) days, the position shall be filled by one of the Vice-Presidents at the next meeting of the Executive Board, until the President returns.

**10.02 EXECUTIVE VICE-PRESIDENT**

- a) An Executive Vice-President shall be chosen by the Executive Board.
- b) The Executive Vice-President shall preside when called upon by the President and at times when the President may be temporarily unable to perform the duties.
- c) The Executive Vice-President shall also act for the Secretary at regular Executive Board meetings when the Secretary may be temporarily unable to perform the duties.

### 10.03 TREASURER

The Treasurer shall carry out the following duties:

- a) The Treasurer shall keep all financial accounts and an up-to-date file on all the Local Unions. He/she shall collect the revenues and make all payments, in accordance with the Constitution and By-Laws.

The Treasurer shall keep a correct record of all monies received and expended and present the appropriate financial reports to the Executive Board for adoption.

- b) The Treasurer shall deposit all funds in a financial institution decided upon by the Executive Board and submit all books and documents for audit and approval whenever called upon to do so. Upon expiry of his/her term of office, he/she shall turn over to the successor all properties and assets in his/her possession, including funds, books and records. Before turning over such properties and assets to the successor.
- c) The Treasurer shall remit to the Secretary-Treasurer of the National Union all financial obligations owing to the National Union not later than the fifteenth (15<sup>th</sup>) day of the following month. He/she shall follow the procedure established by the National Union and shall make monthly reports to the National Union concerning all the members, attaching the financial report to the forms supplied for this purpose by the National Union.
- d) According to the frequency and method required, the Treasurer shall remit to the provincial federations the amount related to the costs.
- e) In the event this position becomes vacant due to resignation, suspension, expulsion, death or incapacity, the position shall be filled by one of the officers at the next meeting of the Executive Board. The new vacant position will be filled by the Executive Board as per Article 8.
- f) In the event of a temporary incapacity expected to last for more than thirty (30) days, the position shall be filled by one of the Vice-Presidents at the next meeting of the Executive Board, until the Treasurer returns.
- g) The Treasurer shall be a signing officer.

#### 10.04 SECRETARY

- a) The Secretary shall send out a draft agenda to the Executive Board fifteen (15) days prior to any regular board meeting.
- b) The Secretary shall see that the minutes are prepared and distributed during the meetings of the various bodies. Minutes shall be distributed to all Local Unions within thirty (30) days after adoption.
- c) The Secretary shall be responsible for all documents and effects concerning his/her position. He/she shall keep an up-to-date file of the minutes and take care of all correspondence related to this position.

He/she shall inform the Secretary-Treasurer of the National Union of any changes in the name or address of the members of the Executive Board.

- d) In the event this position becomes vacant due to resignation, suspension, expulsion, death or incapacity, the position shall be filled by an officer at the next meeting of the Executive Board. The new vacant position will be filled by the Executive Board as per Article 8.
- e) In the event of a temporary incapacity expected to last for more than thirty (30) days, the position shall be filled by one of the Vice-Presidents at the next meeting of the Executive Board, until the Secretary returns.

#### 10.05 DIRECTOR

- a) The Director for COPE Ontario shall be responsible for coordinating all matters concerning education, servicing and organizing. In addition, this person shall manage and coordinate the personnel.

The Director shall be responsible for the day-to-day smooth functioning of COPE Ontario and for enforcing the decisions of the various administrative levels.

The Director shall communicate and organize the meetings of the Executive Board, the seminars and training sessions.

- b) The Director shall be responsible for selecting new personnel.
- c) The Director shall negotiate the working conditions and salaries of the personnel in consultation with the Personnel Committee, which must be approved by the Executive Board and shall have complete authority to direct the activities of the Staff representatives and to authorize their expenses according to approved standards. He/she shall be responsible for seeing that the office work is carried out.

- d) The Director shall regularly provide the Executive Board with activity reports.
- e) The Director shall be a signing Officer.
- f) The Director shall be entitled to participate in all meetings and Conventions of the Local Unions affiliated with COPE Ontario or to delegate someone to take his/her place.
- g) If the position of the Director for COPE Ontario becomes vacant permanently, the Executive Board may appoint a temporary replacement as per Article 8.

## **ARTICLE 11**

### **DUTIES OF THE EXECUTIVE BOARD**

11.01 Meetings shall be held when necessary, but at least once every four (4) months to consider issues which require attention. Executive Board members may meet via conference call and vote by e-mail or facsimile; in such cases it shall require a majority vote of the entire Executive Board.

11.02 Among others, the Executive Board shall:

- a) Approve working conditions for the personnel;
- b) Decide on the terms for wages and other working conditions for the Director for COPE Ontario and assistant(s), if applicable;
- c) When applicable, decide on the terms for release, wages and other issues related to other Officers;
- d) Interpret and ensure appropriate application of the provisions of the Constitution and By-Laws. Any interpretation may be appealed to the National President;
- e) Approve the persons who shall represent COPE Ontario on the committees in which its participation is required;
- f) Adopt the financial report;
- g) Adopt the audited financial statement;
- h) Approve all budgets.

11.03 The Executive Board shall approve the budget and a copy of such approved budget shall be provided to the delegates at the triennial Convention.



- 11.03.1 The Executive Board shall recommend to the Convention the amount of applicable per diem.
- 11.04 At the request of five (5) Officers, the President or the Director for COPE Ontario shall call a meeting by giving reasonable notice.
- 11.05 The majority of the acting Officers shall be the quorum for meetings of the Executive Board.
- 11.06 If an Officer fails to attend three (3) consecutive regular meetings of the Executive Board without valid reason the Executive Board will contact the Local Union that the Officer represents for a replacement.
- 11.07 In the event the position of Vice-President becomes vacant due to a resignation, suspension, expulsion, death or incapacity the position of Vice-President shall be filled by his/her Local Union.
- 11.08 If a Vice President positions within the small Local Unions or Youth Worker Vice President becomes vacant, the Director will notify all the Local Unions of the vacancy. Eligible Local Unions shall notify the Director within ten (10) days following notification of candidate. The office shall be filled by decision of the Executive Board as per Article 8.
- 11.09 Small Locals VP's will liaise with the locals that they represent, at least every two (2) months, and provide a summary report of what the locals are doing in their community and workplaces at the next Executive Board meeting. Should any servicing issue be report to the Small Locals VP, they will immediately notify the Director. To assist the Small Locals VP's, locals will provided their representative with dates and or the frequency of their meetings, and provide copies of their meeting minutes.
- 11.10 The Youth Worker Vice President will put together a youth committee and have a youth forum during their three (3) year term on the COPE Ontario Executive Board. They will report on activities from the youth committee at each board meeting.

## **ARTICLE 12**

### **COMPENSATION**

- 12.01 COPE Ontario may compensate persons mandated to represent it.
- 12.02 That the following compensation be paid to the following members;
- Secretary – one day per meeting – post E-Board meeting  
President – one day per meeting - prior to E-Board meeting

Treasurer – up to two days per month  
All lost time will be paid time by COPE Ontario

**ARTICLE 13**  
**AFFILIATIONS**

- 13.01 Local Unions will be affiliated with the Ontario Federation of Labour and the Canadian Labour Congress through the National Union.
- 13.02 Local Unions shall sign and return to COPE Ontario the credentials not being used for the Ontario Federation of Labour and the Canadian Labour Congress Conventions.
- 13.03 In the event the President, Director for COPE Ontario and Staff representatives cannot use one of the credentials provided in the preceding paragraph, any Local Union may request one of these credentials for a member(s) provided the Local Union requesting the credential pays all related expenses.

**ARTICLE 14**  
**COMMITTEES**

- 14.01 The Executive Board may appoint the special committees necessary to conduct its business.
- 14.02 In setting up these committees, the minutes shall indicate their duties, level of authority and the amount of money placed at their disposal by the Executive Board. These committees may not make or authorize expenditures without the previous authorization of the Executive Board. The President shall be an ex officio member of all these committees.
- 14.03 In the event of the absence or incapacity of a member of a committee, the President shall have the power to appoint a substitute member.

**ARTICLE 15**  
**BY-LAWS**

- 15.01 *Bourinot's Rules of Order* shall govern COPE Ontario when applicable, providing they do not enter into conflict with the present Constitution and By-Laws.
- 15.02 The permanent By-Laws of COPE Ontario shall be appended to this Constitution. A By-Law may be waived by a majority vote or amended or cancelled by a vote of two-thirds (2/3) of the delegates present at the Convention or special Convention.

- 15.03 Unless otherwise provided according to *Bourinot's Rules of Order* or this Constitution, all questions shall be decided by the majority vote of the persons present at the time of the vote. This applies to meetings of the Executive Board as well as Conventions.

## **ARTICLE 16**

### **GENERAL PROVISIONS**

- 16.01 COPE Ontario shall not assume responsibility for actions not expressly authorized by it or its duly mandated representatives.
- 16.02 A provision contained in the Constitution and By-Laws of a Local Union which is contrary to or which enters into conflict with this Constitution shall be null and void.
- 16.03 The English and French versions of this Constitution are official. In the event of ambiguity, the Executive Board of COPE Ontario shall have authority to interpret the Constitution. Any interpretation may be appealed to the National President in writing.
- 16.04 The Staff representatives and the National Vice-President for the Region shall attend the Executive Board meetings and any other special Executive Board meeting which may be called, and shall have voice but no vote.

## **ARTICLE 17**

### **NATIONAL CONSTITUTION**

- 17.01 The Constitution of the National Union shall be the paramount law governing the affairs and all the provisions, in so far as they are or may be applicable to the business and activities of COPE Ontario, are hereby incorporated and sanctioned in this Constitution and By-Laws. A provision contained herein which is contrary to or enters into conflict with the provisions of the National Constitution shall be nul and void.

## **ARTICLE 18**

### **AMENDEMENTS**

- 18.01 a) Proposals to amend the Constitution and By-Laws shall be forwarded in writing to the Treasurer of COPE Ontario, twenty-one (21) days prior to the opening date of the Convention.
- b) Amendments shall be presented by motion made by:
- i) the Executive Board of a Local Union;

- ii) a majority of delegates of a Local Union;
  - iii) the Executive Board of COPE Ontario.
- c) In spite of the preceding, the Executive Board of COPE Ontario may present amendments at any time during the Convention.
- d) Amendments must be approved by the Convention by at least two-thirds (2/3) of the members voting, except in the case of dues, per capita tax, and individual member assessments, which shall require the approval of at least a majority of the members voting.

18.02 Each Local Union must have an approved Constitution and By-Laws. It is the obligation of the Local Union to update their Constitution in accordance with actions taken at each Convention.

## **ARTICLE 19**

### **PROHIBITED ACTIVITIES**

- 19.01 The Council may discipline its Officers acting in this capacity for violation of the National Constitution or the Council Constitution or for engaging in any activity or course of conduct which is deemed to be contrary or detrimental to the welfare or best interest of the Council. The Council shall follow the Internal Discipline Procedure established by the National Executive.
- 19.02 The Executive Board of COPE Ontario shall have the power, within its discretion and in accordance with the procedure hereinafter set forth, to suspend a Local Union for failure to maintain any financial obligation owed or due to COPE Ontario; provided that any Local Union becomes three (3) months in arrears in its per capita payments.
- 19.03 All actions taken by the Executive Board of COPE Ontario shall be in writing and shall have a statement of charges upon the party or parties involved, copies of such statement(s) shall be forwarded to the National President, the National Secretary-Treasurer and the parties Local Union Executive Board.

### **STANDING BY-LAWS**

Expenses allocated for delegations assigned by the Director for COPE Ontario or the Executive Board shall be as follows:

- a) The cost of economy-class return transportation or .45 cents per kilometre by automobile. The means of transportation may be determined by the Director for COPE Ontario.
- b) The cost of a hotel at a reasonable rate, in consultation with the Director for COPE

Ontario or the person who is delegating, shall be reimbursed on presentation of proof vouchers with the approval of the representatives.

- c) A per diem of \$75.00 shall be paid for an overnight stay and/or if the meeting is in excess of seven (7) hours including travel time. The member shall take the first available mode of transportation home, within reason at the conclusion of the meeting.
- d) A per diem of \$25.00 shall be allocated for expenses including meals when the activity is for a duration of less than seven (7) hours.
- e) The cost of parking and all ground transportation (i.e.: cab fares, limo and/or hotel shuttles) to and from the airport, hotel and/or meeting locations shall be covered on presentation of proof vouchers.

### **LISTING OF THE LOCALS COVERED BY COPE ONTARIO**

Local 24	North Bay
Local 26	Sault Ste. Marie
Local 81	Thunder Bay
Local 96	Thunder Bay
Local 103	Pembroke
Local 131	Toronto
Local 161	Smooth Rock Falls
Local 219	Marathon
Local 225	Ottawa
Local 290	Burlington
Local 343	Toronto
Local 429	Timmins and area
Local 454	Thunder Bay
Local 468	London
Local 473	London
Local 491	Ottawa
Local 521	Dryden
Local 523	Kapuskasing
Local 527	Hamilton
Local 529	North Bay
Local 550	Toronto

COPE343