



**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378**

BY-LAWS

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378**

BY-LAWS

I N D E X

1	DEFINITION AND DUTIES OF STANDING COMMITTEES.....	1
A.	ADVISORY COMMITTEE	1
B.	ARBITRATION REVIEW COMMITTEE.....	1
C.	CONSTITUTION AND BY-LAWS COMMITTEE	1
D.	EDUCATION COMMITTEE	1
E.	ELECTORAL COMMITTEE	1
F.	EVENTS & SOCIAL PLANNING COMMITTEE	2
G.	HEALTH & SAFETY COMMITTEE	2
H.	HUMAN RIGHTS COMMITTEE.....	2
I.	PENSION COMMITTEE	2
J.	POLITICAL ACTION COMMITTEE	2
K.	STAFF RELATIONS COMMITTEE	3
L.	WOMEN’S COMMITTEE	3
2	APPOINTMENT AND QUALIFICATION OF DELEGATES.....	3
A.	DELEGATES TO THE DISTRICT LABOUR COUNCIL	3
B.	QUALIFICATION OF DELEGATES.....	3
3	CAMPAIGN PROCEDURES.....	3
A.	VOTERS’ LIST	3
B.	NOTICE OF POLL AND BALLOTING PROCEDURE	4
C.	VOTING.....	5
D.	MAIL AND ELECTRONIC BALLOTS	5
E.	COUNTING AND PUBLICATION OF RESULTS	6
F.	.....	6
G.	.....	7
H.	.....	7
4	EMPLOYMENT WITH COPE, LOCAL 378.....	7
A.	.....	7
B.	.....	7
C.	.....	7
D.	.....	7
E.	.....	7
F.	.....	7
5	MEMBERS' COMPENSATION FOR WAGES AND EXPENSES WHILE ENGAGED ON LOCAL UNION BUSINESS.....	7
A.	.....	7
B.	MEMBERSHIP MEETINGS AND STRIKES:	8
6	ORDER OF BUSINESS.....	8
A.	EXECUTIVE COUNCIL AND EXECUTIVE BOARD MEETINGS	8

7	MATTERS OF REFERENDUM OTHER THAN GENERAL ELECTIONS.....	8
A.	.....	8
B.	.....	8
C.	.....	9
8	RULES OF ORDER.....	9
A.	.....	9
B.	.....	9
C.	.....	9
D.	.....	9
E.	.....	9
F.	.....	9
G.	.....	9
H.	.....	9
9	DEFENCE FUND - RULES AND REGULATIONS.....	10
A.	GOVERNING BODY.....	10
B.	PAYMENT OF BENEFITS - STRIKES/LOCKOUTS	10
C.	PAYMENT OF BENEFITS - RESPECTING PICKET LINE OF ANOTHER UNION.....	10
D.	ADMINISTRATION AND MAINTENANCE OF FUND	11
E.	ELIGIBILITY FOR BENEFITS.....	12
F.	WELFARE PLAN PREMIUMS	12
10	CONTINGENCY FUND - RULES & REGULATIONS.....	13
A.	GOVERNING BODY.....	13
B.	ADMINISTRATION OF FUND.....	13
11	MINIMUM DUES AND MAINTENANCE OF BENEFIT FEES	13
A.	.....	13
B.	.....	13
C.	.....	14
12	FINANCIAL REPORTING.....	14
A.	.....	14
B.	.....	14
C.	.....	14
13	ELECTORAL DISTRICTS VICE-PRESIDENTIAL CONSTITUENCIES, EXECUTIVE BOARD COMPONENTS AND EXECUTIVE COUNCILLOR POSITIONS.....	14
	TABLE OF AUTHORITIES.....	16

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378**

BY-LAWS

1 DEFINITION AND DUTIES OF STANDING COMMITTEES

A. Advisory Committee

The Advisory Committee shall deliberate on all matters of business or policy referred to it by the Executive Board, Executive Council or Convention.

B. Arbitration Review Committee

The Arbitration Review Committee shall receive submissions from Union Representatives wishing to bring matters to arbitration for resolution. The Committee will make the determination whether to go forward or not. The Committee's decision is final.

C. Constitution and By-Laws Committee

The Constitution and By-Laws Committee shall constantly review the Constitution and By-Laws and make recommendations for changes where necessary. Deliberate and make recommendations on all relative matters referred to it by the Executive Board, Executive Council or Convention.

D. Education Committee

The Education Committee shall assist in Union education in accordance with the policy approved by the Executive Board, Executive Council or Convention.

E. Electoral Committee

- (1) The Electoral Committee shall periodically review the membership lists in each employer bargaining unit and shall make recommendations to the Executive Council to ensure Councillor and Vice-Presidential representation reflects the changes occurring in the membership.
- (2) Sixty (60) days prior to opening of nominations in election year the Electoral Committee shall re-examine the Councillor and Vice-Presidential representation and electoral districts, and if required, recommend changes thereto for the then forthcoming election. Concurrently, the Electoral Committee shall establish the monthly membership averages for the preceding twelve (12) months to October 31 for the purpose of the forthcoming elections.

- (3) In recommending Councillor and Vice-Presidential representation or changes thereto, the Electoral Committee shall employ such criteria as group, section, region, department, geography, historical relationships or such other criteria as determined by the Executive Council.
- (4) While attempting to promote as fair and equitable representation on Council for members in each bargaining unit, the Electoral Committee shall use as a guide the numerical ratio of approximately one (1) Councillor for each eighty-five (85) members in each employer bargaining unit.
- (5) Notwithstanding the above, every bargaining unit, regardless of size, shall have at least one (1) Councillor position.

F. Environment Committee

The Environment Committee advocates for the environment and its sustainability to the Union, its members and society in general.

G. Events & Social Planning Committee

The Events & Social Planning Committee shall be responsible for planning and organizing social events for the benefit of COPE378 members and their families.

H. Health & Safety Committee

The Health & Safety Committee shall be responsible for addressing health and safety matters pertaining to all COPE378 members.

I. Human Rights Committee

The Human Rights Committee shall be responsible for ensuring that COPE378 members are well versed in human rights and social justice issues which impact our workplaces and our communities.

J. Pension Committee

The Pension Committee is to be a resource for the Local on pension and retirement related issues. The committee is made up of union members who are trustees on the various pension plans affecting our members.

K. Political Action Committee

The mandate of the Political Action Committee shall be:

- (1) to participate and assist the union in all aspects of political activity to protect and advance the objectives of the Union.

- (2) to continue to work to educate the members of the importance of the Local being involved in the political process.
- (3) to continue to encourage and educate the members to participate either as candidates or volunteers, in all levels of political activity.

L. Staff Relations Committee

The Staff Relations Committee will be a committee of the Executive Board chaired by the President. The Staff Relations Committee shall be responsible for negotiating and concluding Collective agreements with Labour Relations certified COPE/USWA staff. This committee shall be the body representing COPE at Stage II grievance meetings with the employees' Union. The Staff Relations Committee shall act as an advisory committee to the President on labour relations matters and will make recommendations on the resolution of Stage II & III grievances to the Executive Board for the Board's determination. The Vice President/ Directors shall be members of the Staff Relations Committee.

M. Women's Committee

The Women's Committee shall encourage the participation of women members in COPE 378's activities.

2 APPOINTMENT AND QUALIFICATION OF DELEGATES

A. Delegates to the District Labour Council

Delegates to a District Labour Council shall be appointed by the President subject to the approval of the Executive Board. A delegate acting contrary to the interests of our organization may be removed by decision of the Executive Board.

B. Qualification of Delegates

Any Officer, Councillor or Staff elected at a meeting to represent the Local Union as a delegate must have attended a majority of appropriate meetings of the Local Union called within the twelve (12) month period immediately prior to the meeting at which he/she is nominated.

3 CAMPAIGN PROCEDURES

A. Voters' List

- 1) The Returning Officer shall, no later than March 18th in a triennial election year and 43 days prior to the election of the Executive Board, establish a preliminary voters list showing the name and constituency number in which each Member is entitled to vote.

- 2) Members whose names do not appear on the preliminary voters list will be entitled to have their names added up until April 1st in a Triennial election year and four days prior to the start of polling when the Executive Board is being elected.
- 3) Notwithstanding 1) and 2), only members in good standing shall be entitled to vote until the close of polls.

B. Notice of Poll and Balloting Procedure

- 1) On or before April 1st in a Triennial election year the Returning Officer may designate polling day(s) which shall be between April 5th and April 30th and shall be between 55 days and 30 days prior to Convention for the election of the Executive Board.
- 2) The Returning Officer shall designate a secure site for the return of ballots.
- 3) The Returning officer will, insofar as is practical, adopt the following procedure for the distribution and counting of ballots:
 - i) Ballots shall list candidates in random order and where appropriate, the name of the Bargaining Unit.
 - ii) Ballots to be returned by mail will be accompanied by a ballot envelope and a return envelope.
 - iii) The Returning Officer shall distribute the ballots and related documents to each eligible voter at that person's last known home address or in any manner approved by the Executive Board or Executive Council.
 - iv) Ballots for the triennial election shall be mailed to eligible voters no earlier than April 5th and no later than April 9th in a Triennial election year and will not be counted unless received by 5:00 p.m. on April 30th in an election year at the designated site as specified in 2 above. In the event that April 30th falls on a weekend the Friday preceding the date will apply (i.e. April 28th or 29th). For the Executive Board elections ballots shall be mailed to eligible voters no earlier than fifty-five days prior to the Convention and no later than fifty-one days prior to the Convention and will not be counted unless received by 5:00 p.m. thirty days prior to Convention in an Executive Board election year at the designated site as specified in 2 above. In the event that the last day of voting for the Executive Board falls on a weekend the Friday preceding the date will apply.
- 4) The Returning Officer together with his or her deputies and such Poll Clerks as may be required will, forthwith after close of poll, count the ballots and

report the results in writing to the successful candidates and the general membership. It shall require a plurality of the respective votes cast to elect Union Officers.

- 5) The Returning Officer will preserve all election records, including ballots for 12 months from the date of the election after which time they may be destroyed upon approval of the Executive Council unless a question has arisen in connection therewith.

C. Voting

Where votes are conducted at Membership Meetings the following procedure will be adopted:

- 1) The Returning Officer shall prepare and provide to the Presiding Officer of the meeting, sufficient ballot papers for the Members attending the meeting.
- 2) A Deputy Returning Officer will be appointed and will be in charge of balloting.
- 3) The Deputy Returning Officer at the meeting shall appoint scrutineers who shall issue ballots and ensure no Member receives more than one ballot.
- 4) Marked ballot papers shall be placed and sealed in envelopes marked "ballot" by the voting Members. The ballot envelope(s) shall in turn be enclosed and sealed in a ballot return envelope with the voter's name, home mailing address, SIN/employee number and signature on the outside of the envelope. The ballot return envelopes shall be placed by the voting Members into ballot containers approved by the Returning Officer which shall be sealed by the scrutineers and handed to the Presiding Officer who shall sign for same.
- 5) The Presiding Officer shall return the sealed ballot container to the Returning Officer who shall keep such containers sealed until voting is completed at all meetings.
- 6) Where practicable, members geographically unable (beyond 1 hour travel time each way from any meeting location) to attend the meetings may vote in accordance with D, by contacting the person(s) appointed by the President prior to the last scheduled meeting.

D. Mail and Electronic Ballots

Where a ballot is to be conducted by mail or electronically the following procedure will be followed:

- 1) Members voting by mail shall follow the procedure set out in C(4) and will return the ballot to the Returning Officer.
- 2) The Returning Officer will maintain a mail ballot return box which shall be kept closed until the conclusion of voting.
- 3) Only those ballots received by the Returning Officer, on or before the designated post marked date, will be counted.
- 4) The Returning Officer shall supervise electronic balloting as approved by the Executive Board or Executive Council.

E. Counting and Publication of Results

- 1) Upon the completion of voting, the Returning Officer or the Officer's Deputies together with necessary Poll Clerks shall verify the ballot return envelopes against the voters' roll and then count the votes.
- 2) Where more than one ballot return envelope is received in the name of the same Member it is the responsibility of the Returning Officer to determine which ballot is valid.
- 3) Where the ballot return envelope is unsigned, the ballots contained in those envelopes shall be treated as spoiled and invalid.
- 4) Upon completion of the vote counting the Returning Officer shall report to the President in writing the results of the ballot in the following form:
 - i) Motion....
 - ii) Votes in favour....
 - iii) Votes against....
 - iv) Spoiled ballots....
 - v) Result of ballots....

After receipt of the result of the ballots the President shall announce the results as per E(4)(v).

- F.** Other than the President and Secretary-Treasurer, any employee of the Local who stands as candidate for office will take a leave of absence without pay for the duration of the election as of the closing date of nominations. Accrued time may be used in lieu if the candidate so desires.

- G. Staff who are not candidates shall not canvass, campaign or solicit on behalf of any candidate.
- H. No Union member shall campaign or knowingly permit any person on their behalf to campaign on the premises of the Union office.

4 EMPLOYMENT WITH COPE, LOCAL 378

- A. The Executive Council, as advised by the President and Executive Board, shall have the authority to approve the hiring of additional regular employees: Clerical; Union Representatives; Senior Union Representatives; and Staff Specialist(s), to carry on the business of the Local Union.
- B. The Executive Board shall have the authority to approve the hiring of temporary employees as advised by the President except that the President shall be authorized to hire such employees without approval for short term emergent requirements.
- C. The salary of the President of Local 378 shall be at the maximum of the highest salaried job grouping of all the Local Union's bargaining units, plus 25% to recognize flexible hours worked. The President shall receive a monthly vehicle allowance of \$450.
- D. The salary of the Secretary-Treasurer of Local 378 shall be at the maximum of the highest salaried job grouping of all the Local Union's bargaining units, plus 5% to recognize flexible hours worked. The Secretary-Treasurer shall receive a monthly vehicle allowance of \$450.00.
- E. Terms and conditions of employment for full time elected officials shall be contained in a contract prepared by the Executive Board and approved by the Executive Council. Such contract shall be available to any candidate prior to an election.
- F. The salary scales of the unionized employees of COPE378 shall be as negotiated with the certified bargaining agent of the employees.

5 MEMBERS' COMPENSATION FOR WAGES AND EXPENSES WHILE ENGAGED ON LOCAL UNION BUSINESS

- A. Any member or employee authorized or instructed to perform any particular service for the Local Union shall be reimbursed for all salary loss incurred while so acting.

Members and employees of the union will be reimbursed for reasonable expenses incurred while on authorized union business, provided that such expenses are appropriate for the union, necessary, reasonable, and supported by receipts as required by the 'Executive Administrative Policy' governing Member and Employee Expense Claims.

B. Membership Meetings and Strikes:

Members from isolated areas attending Union meetings will be encouraged to car-pool to meetings and will be reimbursed for the cost of gas, supported by receipts, with prior approval of the Secretary-Treasurer. Likewise during job action, job stewards, picket captains and picketers will be reimbursed for reasonable and necessary gas and meal expenses which are supported by receipts, with prior approval of the Secretary-Treasurer.

6 ORDER OF BUSINESS

A. Executive Council and Executive Board Meetings

- 1st Installation of Officers and Councillors
- 2nd Minutes of Previous Meeting
- 3rd Reports of Officers and Committees
- 4th Financial Reports
- 5th Correspondence
- 6th General and Unfinished Business
- 7th New Business

7 MATTERS OF REFERENDUM OTHER THAN GENERAL ELECTIONS

- A.** Any Motion or Resolution which requires general membership support as per the Constitution shall be deemed a Matter of Referendum. It shall be voted on as submitted and without deletion or amendment in the course of its consideration and it shall have precedence over all other Motions.
- B.** (1) A Motion or Resolution on a Matter of Referendum may be initiated by the Executive Council or at Convention by presentation in writing to the Presiding Officer while a quorum of the eligible membership is present, provided that it is regularly moved, seconded, and carried by a two-thirds majority of those present and voting.

(2) If so carried it shall then be submitted to the next convention as provided in Sections (a), and (b) of Article 12.5 of the Constitution.

- C. Otherwise, Motions or Resolutions on Matters of Referendum, except any which involve amendments to the Constitution, shall be made in writing addressed to the President at the office of the Local Union at least 30 days before the commencement of the next Convention called in accordance with the provisions of Sections (a), and (b) of Article 12.5 of the Constitution.

8 RULES OF ORDER

- A. The President, or in his/her absence, the Secretary-Treasurer or a Vice President of the Local Union shall preside at all Executive Board and Council meetings and Conventions. Business shall be confined to a pre-arranged agenda drawn up by the Executive Board, a copy of which shall have been forwarded to all Councillors or published for all members prior to the meeting.
- B. In all debates or discussions no speaker shall speak more than three minutes without the consent of the majority of the meeting, and no member shall speak more than once to a motion without the consent of the Chair.
- C. Any member wishing to speak shall rise and address the Chair. The member shall confine his or her remarks to the question or subject and avoid repetition.
- D. The President shall be privileged to debate upon all subjects on calling any other Officer to the Chair.
- E. All questions, other than the election of officers, Matters of Referendum, amendments to the Constitution or By-Laws, shall be decided by a voice vote. A straight majority shall rule. Any three members can request a count to be taken.
- F. The election of officers or voting on Matters of Referendum shall be by secret ballot vote.
- G. Revisions and amendments to the By-Laws must carry a two-thirds majority of the Executive Council present.
- H. "Bourinot's Rules of Order" shall be the authority governing all questions of order or procedures not otherwise covered by the above By-Laws or by the Constitution of COPE Local 378.

9 DEFENCE FUND - RULES AND REGULATIONS

A. Governing Body

- (1) These Rules and Regulations may be amended from time to time by the Executive Council.

B. Payment of Benefits - Strikes/Lockouts

- (1) Each member of the Union who is on strike in compliance with of the National Constitution or has been locked out, shall be eligible to receive weekly benefits on or after the 8th calendar day following the beginning of such strike or lockout.
- (2) Members who, after the beginning of any strike or lockout as aforesaid, receive any disability benefits, unemployment compensation, or sick leave benefits, shall not be eligible for benefits under the Defence Fund until the beginning of the 8th calendar day after the termination of any such payments.
- (3) Benefits (in addition to any National strike benefits) in strikes conducted in accordance with of the National Constitution, or during lockouts shall be paid in an amount of \$200.00 per week, in accordance with these Rules and Regulations.
- (4) Members who have become eligible for benefits under the Defence Fund shall, after the termination of a strike or a lockout as aforesaid, be eligible for payment of one week's additional benefits.
- (5) In the case of a rotating strike or other job action, the determination of eligibility for benefits and method of payment of benefits to members shall be within the discretion of the Executive Board and not necessarily be in strict compliance with these Rules and Regulations.
- (6) The body determining the amount and duration of benefits from the Defence Fund, based upon the solvency of the Defence Fund and in accordance with these Rules and Regulations, shall be the Executive Board.

C. Payment of Benefits - Respecting Picket Line of Another Union

- (1) Each member of the Union who suffers a loss of salary as a result of respecting a picket line related to labour disputes shall be paid a benefit of up to \$200.00 per week.

- (2) The body determining the amount and duration of benefits from the Defence Fund, based upon the solvency of the Defence Fund and in accordance with these Rules and Regulations, shall be the Executive Board.
- (3) The Executive Board, dependent upon the scope of the action, may authorize weekly benefits in excess of those amounts as listed in 9C (1) up to \$400. per week as per By-Law 9B(3), but not in excess of 60% of the member's regular earnings for the period affected, provided that the additional weekly benefits paid to all affected members during that period will not exceed 23% of the revenue to the Defence Fund for the preceding calendar month.
- (4) Any benefits to which members may be entitled from the National Union will be paid into Local 378's Defence Fund when the member is receiving enhanced benefits under this Section, and will not be paid to the affected members.
- (5) Members respecting a picket line related to labour disputes who are receiving any disability benefits, unemployment compensation, or sick leave benefits, shall not be eligible for benefits under the Defence Fund until after the termination of any such payments.
- (6) Dependent upon the circumstances, benefits provided in this Section may cease or be varied without notice by the Executive Board at any time.

D. Administration and Maintenance of Fund

- (1) The Secretary-Treasurer shall keep such records as may be required from time to time for the proper administration of the Defence Fund. Such records shall be maintained with the Local Union files.
- (2) Clerical and other expenses of administration (strike headquarters, leaflets, picket signs, kitchen and coffee) of the Defence Fund shall not be chargeable to the Defence Fund in any manner whatsoever.
- (3) The Defence Fund shall be maintained in an account separate and apart from all other funds and assets of Local 378, in such banks, trust companies, credit unions or other institutions as may be determined by the Executive Council. All earnings from such accounts or investments shall accrue to and form a part of the Defence Fund.
- (4) Financial statements of the Defence Fund shall be prepared as required for submission to the Executive Council. This report shall be separate from the regular financial report of the general fund of the Local Union.

- (5) All monies of the Defence Fund in said account or investments shall be held in such a manner as to be immediately available upon need.

E. Eligibility For Benefits

- (1) During the period of a strike, picketing, or a lockout as aforesaid, the Union shall maintain a "strike" roll, in duplicate, for its members at specified locations. Each member of the Union in order to be eligible for receipt of benefits from the Defence Fund must sign the "strike" roll each week beginning with the first week of the strike, picketing or lockout. However, these Rules and Regulations shall be interpreted as permitting a member to qualify any time during such strike, picketing or lockout, and that after once qualifying he/she will forfeit benefits only for those weeks when he/she failed to sign the "strike" roll. The Secretary-Treasurer or his/her authorized representative shall have authority to sign on behalf of members who are unable to physically attend to sign the "strike" roll; such authority shall be exercised only in unusual circumstances and only for extreme good cause shown.
- (2) The Secretary-Treasurer or his/her authorized representative must specify each member for whom he/she has signed and state in writing the reasons for signing the roll on behalf of each member so affected.
- (3) Each member receiving a benefit from the Defence Fund shall sign a receipt on a form supplied by Local 378's Secretary-Treasurer. The receipt shall be returned to the Secretary-Treasurer and maintained as a part of the records of the Defence Fund.
- (4) Each member on strike, picketing, or locked out is expected to do his/her assigned duties. Failure to do so will result in a penalty of all or any portion of benefit under the Defence Fund.
- (5) The Secretary-Treasurer or his/her authorized representative shall withhold distribution of any benefit to any member who has become ineligible for receipt of benefits at the time of distribution. Any benefits, either by cash or cheque, not distributed on these grounds shall be returned forthwith to the Secretary-Treasurer and shall be credited to the Defence Fund. Any member feeling aggrieved by denial of benefits shall have the right to appeal, within ten calendar days of such denial, to the Executive Board, whose decision on eligibility at time of distribution shall be final and binding. If the Executive Board determines that such member was eligible at the time of distribution, payment of benefits shall be forthwith made to such member.

F. Welfare Plan Premiums

- (1) The Defence Fund shall pay group life and group medical insurance premiums for members entitled to benefits under the Defence Fund covering the whole

period of the work stoppage if such premiums are not prepaid. If the employer fails, neglects or refuses to continue payment of his share of the said premiums, thus jeopardizing the group life and medical coverage, the Defence Fund shall pay the whole cost of such plans for the duration of the strike, picketing or lockout. Payment of such premiums in accordance with this Article shall be reimbursed to the Defence Fund by the affected members upon their return to work. The Executive Board has the right to include special contingencies not covered above.

10 CONTINGENCY FUND - RULES & REGULATIONS

A. Governing Body

The rules and regulations governing the administration of the Contingency Fund may be amended from time to time with a two-thirds majority vote in favour, by the Executive Council.

B. Administration of Fund

- (1) The Contingency Fund shall be maintained in a separate account apart from all other funds of Local 378. All interest income investments on the Contingency Fund shall accrue to and form part of the Contingency Fund.
- (2) Should actual bargaining and strike administration expenses incurred during the year exceed the provision in the General Fund, funds will be transferred from the Contingency Fund to the General Fund to cover such excess by a majority vote of Executive Council.
- (3) Financial Statements of the Contingency Fund shall be prepared as required for submission to the Executive Council. This report shall be separate from the regular financial report of the General Fund report of the Local Union.

11 MINIMUM DUES AND MAINTENANCE OF BENEFIT FEES

- A.** Maintenance of Benefit Fees shall be the same as Minimum Dues, and Minimum Dues shall be \$20.00 per month. No member shall pay less than the Minimum Dues, except for variations authorized by the Executive Council. Any such variations shall apply to employer groups and not individuals.
- B.** Pursuant to the provisions of Article 9.8 of the Constitution, Maintenance of Benefit Fees for members who have terminated or have been laid off by employers in the construction industry with whom the Union has or had collective agreements is hereby established at minimum monthly dues and shall be payable by the first of the month following the last month for which the regular Union dues were paid. Such members who have qualified under the provisions of the COPE, Local 378 Health and Benefit Plan and the COPE, Local 378 Pension Plan may continue participation in those plans

subject to the rules and regulations of the said plans and also are eligible to register with the union for referral for employment with employers with whom the Union has referral agreement. Members who are employed by any other employer as designated by the Executive Board may also register with the Union for referral for employment with employers with whom the Union has referral agreements. Further, a member who becomes delinquent for three months in payment of such fees shall be automatically suspended.

Such a member may not be reinstated after being delinquent for twelve months. The Maintenance of Benefit Fee provision may not be extended to members who have a lapse in membership of more than twelve months.

- C. Members who have terminated with their employer, and where their collective agreement specifies the retention of specific benefits, may pay the union maintenance of benefit fees and retain their membership in the COPE for a period of up to two years. The members' seniority will not accrue during this period, but will be granted up to the date of their termination.

12 FINANCIAL REPORTING

- A. The Trustees shall operate at arm's length from the Executive Board and Executive Council of the Union.

They shall have access to all financial records and Executive Board and Executive Council minutes of the Local necessary for the execution of their duties, but shall not remove documents or copies of documents without prior approval of the Executive Board.

- B. A member who has a question about the propriety of a financial matter should submit it in writing to the Executive Board with a copy to the Trustees, and failing satisfaction, to the Executive Council. If the matter is still not resolved the member may make written application to the Trustees with final appeal to the National Secretary-Treasurer of the Canadian Office and Professional Employees' Union.
- C. The Executive Board shall be responsible for publishing and generally distributing to the Executive Council and membership each year, an overview of the Auditor's reports for the Local and Building Ltd. Committee.

13 ELECTORAL DISTRICTS VICE-PRESIDENTIAL CONSTITUENCIES, EXECUTIVE BOARD COMPONENTS AND EXECUTIVE COUNCILLOR POSITIONS

The electoral districts, Vice-Presidential Constituencies, Executive Board Components and Executive eCouncillor positions shall be determined by the Electoral Committee and approved by the Executive Council prior to each ~~triennial~~ general election.

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,
LOCAL 378**

**TABLE OF AUTHORITIES
BY-LAWS**

DATE	AUTHORITY	ARTICLE	CHANGE
Sep. 25, 1995	Executive Council Mtg.	I (c)	Change re: Staff Relations Committee
Feb. 5, 1996	Executive Council Mtg.	V (B) (4)	Change 1 ¼ % to 1 ½ %
Feb. 5, 1996	Executive Council Mtg.	XV (A)	Maintenance of Benefit Fees
Mar. 28, 1996	Executive Council Mtg.	V (A) (1) V (A) (6)	Seniority Definition
Apr. 24, 1997	Executive Council Mtg.	V (A) (1) V (A) (6)	Seniority Bridging
June 9, 1997	Executive Council Mtg.	VII (B) through (I)	Remove from By-Laws
June 9, 1997	Executive Council Mtg.	VII (A)	Additional language re: Expense Policy
June 9, 1997	Executive Council Mtg.	VII (B)	New language re: Membership Meetings and Strike Expenses
Dec. 15, 1997	Executive Council Mtg.	XVI (C)	Change re: Auditors Report
Dec. 15, 1997	Executive Council Mtg.	V (A) (9)	New – Re: Seniority
Sep. 28, 1998	Executive Council Mtg.	V (A) (1) V (A) (6)	Change to Seniority with regards to break in service
Dec. 14, 1998	Executive Council Mtg.	XII (B) (3)	Change re: Strike Pay Increase
Feb. 2, 1999	Executive Council Mtg.	XVII	New language re: Vice-President Election Process
Feb. 2, 1999	Executive Council Mtg.	XVIII (Previously XVII)	Revise Executive Councillor Area Descriptions and Boundaries and Renumber Article
Nov. 22, 1999	Executive Council Mtg.	XVIII	Add Executive Councillor Position for Danka
June 19, 2000	Executive Council Mtg.	XVIII	Add Executive Councillor Position for BCAA – Emergency Road Service (1 position) and BCAA – Service Centres (2 positions)
Sept. 11, 2000	Executive Council Mtg.	I (G)	Establish Political Action Committee as a Standing Committee
Sept. 11, 2000	Executive Council Mtg.	I (H)	Establish Women’s Committee as a Standing Committee
Dec. 3, 2001	Executive Council Mtg.	XII (B) (2) XII (C) (5)	Delete words “vacation pay and allowances”
Dec. 3, 2001	Executive Council Mtg.	XII (C) (1)	Change to \$200. per week
Dec. 3, 2001	Executive Council Mtg.	XII (C) (3)	Change to \$400. per week
Feb. 18, 2002	Executive Council Mtg.	VI (C)	Change re: President’s salary
Feb. 18, 2002	Executive Council Mtg.	XVIII	Revise Executive Councillor Area Descriptions and Boundaries
Dec. 6, 2004	Executive Council Mtg.	XVIII	Revise Executive Councillor Area Descriptions and Boundaries
Sept. 11, 2006	Executive Council Mtg.		Numbering changed throughout to standard

			numeric and alpha – no more roman numerals
Sept. 11, 2006	Executive Council Mtg.	1	Re-arranging current committees alphabetically
Sept. 11, 2006	Executive Council Mtg.	3 (B)	Delete Joint Council of Unions with agreements at B.C. Hydro
Sept. 11, 2006	Executive Council Mtg.	4 (B)	Secretary Treasurer now a full time paid position
Sept. 11, 2006	Executive Council Mtg.	4 (E)	Nominating Committee no longer exists – Resumes to be submitted to “Local Voice”
Sept. 11, 2006	Executive Council Mtg.	5	Seniority article deleted and assigned to Advisory Committee
Sept. 11, 2006	Executive Council Mtg.	8 (B)	Regional General Membership meetings deleted
Sept. 11, 2006	Executive Council Mtg.	9 (B)	References to Regional General Meetings replaced with ‘Convention’
Sept. 11, 2006	Executive Council Mtg.	10 (A)	Include Secretary/Treasurer as a presiding officer at meetings
Sept. 11, 2006	Executive Council Mtg.	10 (L)	Bournet’s Rules of Order replaces Robert’s
Sept. 11, 2006	Executive Council Mtg.	11	Eligibility to attend regional meetings changed to conventions
Sept. 11, 2006	Executive Council Mtg.	18	Electoral districts and Councillor positions deleted.
Nov. 20, 2006	Executive Council Mtg.	1	Definition and Duties of Standing Committee
	Executive Council Mtg.	2	Appointment and Qualification of Delegates
	Executive Council Mtg.	3	Campaign Procedures
	Executive Council Mtg.	4	Employment with COPE endorsed except 4(D) as presented
	Executive Council Mtg.	5	Members’ Compensation for Wages and Expenses while engaged on Local Union Business
Feb. 19, 2007	Executive Council Mtg.	11	Amend – Minimum dues shall be \$20. per month unless variation by employee group is authorized by Executive Council
March 19, 2007	Executive Council Mtg.	(V)	Removal of Seniority Clause and adoption of Seniority Reinstatement Policy
Sept. 24, 2007	Executive Council Mtg.	4 (B)	Secretary Treasurer salary paid at max of highest unit’s salaried job grouping plus 5% and paid \$450. vehicle allowance.
Sept. 28, 2009	Executive Council Mtg.	3(A)(B)(C)(D)(E)	Changes suggested from Heyman Report to stagger JS and EC elections away from EB Election timeframe
Nov. 4, 2009	Convention	13	Addition of VP Constituencies, E/B Components and E/C references and amending triennial general election to general election.