

**Canadian Office and Professional Employees Union, Local 225
CONSTITUTION AND BY-LAWS**

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COPE Local 225 Constitution and By-Laws

ARTICLE 1 - NAME

This organization shall be known as the Canadian Office and Professional Employees Union, Local No. 225. The Local shall be a chartered Local Union of the Canadian Office

and Professional Employees Union and shall be affiliated to the Canadian Labour Congress through the National Union. It shall also belong to, and support, such other organizations as may be required by, or follow from, membership in the National Union and the Canadian Labour Congress.

ARTICLE 2 - PURPOSE

The purpose and aims of the Local shall be to offer the benefits of union membership to unorganized office and professional employees; to secure progressive improvement in wages and working conditions for its members; to support and assist fellow union members in this country and in the union movement throughout the world; to develop in its members an awareness of their responsibilities toward their union, their community, and the less privileged persons in the world at large; and to have, in general, the aims and purposes as set out in the Constitution of the National Union.

ARTICLE 3 - EXISTENCE

When the Local ceases to represent employees of any employer in such a way that it affects its viability the National Executive may suspend the Charter and order it dissolved. Upon the dissolution of the Local, all its properties and assets, including its funds, books, and records, shall become the property of the COPE Ontario in trust for a period of one (1) year, during which time such property shall be returned to the Local if it is reconstituted. After such one (1) year such properties and assets shall become the property of the COPE Ontario and the funds shall be placed in the COPE Ontario treasury to be used by the COPE Ontario for its general purposes.

ARTICLE 4 - JURISDICTION

4.1: The Local shall embrace within its membership workers employed in any phase of professional, technical, office, clerical, and related work in the commonly accepted sense of that term, coming within its jurisdiction as established under the Constitution of the Canadian Office and Professional Employees Union.

4.2: The Local recognizes the right of the COPE Ontario to determine jurisdiction between locals of the National Union and to settle all controversies respecting jurisdiction between locals.

ARTICLE 5 - MEMBERSHIP

5.1: No applicant shall be barred from membership in the Local on the basis of identity, including but not limited to, race, creed, sexual orientation, sex or national origin, or any other prohibited ground of discrimination enumerated or found to be analogous to section 15 of the Canadian Charter of Rights and Freedoms.

5.2: MEMBERS IN GOOD STANDING: Members in good standing are those members who are not more than three (3) months in arrears in their dues and assessments

properly approved in accordance with this Constitution and By-laws. However, if a member on check-off, through no fault of his/her own, becomes delinquent in the payment of these dues and assessments, he/she shall be deemed a member in good standing.

5.3: A non-active member is a former active member of the Local who desires to maintain membership in the Local. A non-active member shall pay \$12/year (\$1/month) to maintain non-active member status. He/she shall also pay to the Local Union whatever per capita tax that is required by the National Union.

5.4: All officers of the National Union shall be ex-officio members of the Local with the privilege of participating in its meetings but not voting. However, if such officers and representatives hold membership in the Local, they shall retain and may exercise full rights of participation in the Local, including the right to voice and vote at meetings.

5.5: In the event that an Officer of one of COPE's Regional Councils, or any similar body to which the Local Union belongs, has the authority to participate in a meeting of the Local Union by virtue of his/her office, then any such individual shall not have voting or other rights unless said rights are mandated by a governing document super ordinate to this one. However, if any such officers are also members in good standing of the Local, they shall retain full rights of participation, including the right to voice and vote at meetings.

5.6: Any member of the Local who secures employment under the jurisdiction of any other Union affiliated with the Canadian Labour Congress, not under the jurisdiction of the National Union, who is thereby required to become a member of such other union, may retain his/her membership in the Local.

5.7: All members in good standing as defined in Article 5.2 are entitled to participate fully as members in the affairs of the Local.

5.8: In the event that any member becomes a supervisor within the meaning of the applicable legislation in Canada, such member shall not be eligible to participate or have a vote in any of the Local's proceedings, which affect the wages and conditions of employment of the employees in the establishment where he/she is employed as a supervisor.

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

5.10: No member shall hold right, title or interest in the assets, funds and other property of the Local Union, Council or National Union.

ARTICLE 6 - MEETINGS

6.1: General membership meetings of the Local shall be held the last Tuesday of the months of February, May, September and November at a time and place designated by the Local Executive. This date may be changed by a majority vote of those members present at a general membership meeting. Notice of meetings shall be sent to members not less than ten (10) days prior to the date of the meeting. The General membership meeting shall be the governing body of this Local and shall establish its policies in accordance with this Constitution. The General membership meeting shall be the legitimate source of all authority.

6.2: A special meeting of the Local may be called by the Local Executive if it deems such action necessary or a special meeting of the Local shall be called upon a request submitted to the President by not less than ten per cent (10%) of the members in good standing, but such meeting shall not take place on the day of any general membership meeting.

6.3: Except as otherwise provided in the Local's by-laws, no action of the membership shall be deemed valid or binding unless such action is taken by the membership at a general membership or special meeting held pursuant to the provisions of the Constitution and By-laws.

6.4: The Recording/Corresponding Secretary shall send out notice of any special meeting of all members at least seventy-two (72) hours before it convenes, stating the purpose for such meeting. No other business shall be transacted at such special meeting.

6.5: Fourteen (14) members in good standing, as defined in Article 5.2, shall constitute a quorum for any general membership or special meeting. No meeting shall be called to order unless such quorum is present nor shall a meeting continue if the attendance falls below fourteen (14) members.

6.6: Only members fulfilling the requirements of Article 5 of this Constitution and By-laws shall be eligible to attend meetings of the Local and to participate to the extent set forth in that Article; except that guests whose attendance is approved at a duly-constituted meeting of either the Local Executive or general membership may attend and participate only with regard to the subject for which they are invited, but shall not vote.

6.7: Meetings of the Local Executive shall generally be held in Ottawa. Officers unable to attend a meeting in person may participate via teleconference or other suitable real-time technology. If any of the Officers reside outside Ottawa, their participation shall be by teleconference or other suitable real-time technology.

6.8: A special Executive Board meeting may be called by the Local President if it deems such action necessary, or a special Executive Board meeting of the Local Executive Board shall be called upon a request submitted to the President by not less than 25% of the Local's Executive Board members, but such meeting shall not take place on the day

of any general membership or executive board meeting. The Recording/Corresponding Secretary shall send out notice of any special meeting of the Local's Executive Board members at least seventy-two (72) hours before it convenes, stating the purpose for such meeting. No other business shall be transacted at such special meeting.

6.9: It is understood by all members attending general meetings of the Local that matters that are confidential, and where the information if divulged could affect the privacy of another member of the Local and/or could affect the Local as a whole during legal proceedings, etc, will not submit a motion to break that confidentiality. If there is a motion introduced and ruled out of order by the Chair, and whereby the Chair is challenged and the vote is in favour of overruling the Chair – the matter will be immediately referred to and resolved through the Internal Disciplinary Procedures.

ARTICLE 7 - OFFICERS AND DUTIES

7.1: The Local's Executive Board shall be compromised as follows:

Table Officers: President, Treasurer, Recording/Corresponding Secretary, 1st Vice-President

Vice-Presidents: One unit Vice-President for each unit five (5) members or more and one Small Unit Vice-President for the Units less than five (5) members, one Young Worker Vice-President, one Human Rights Vice-President, and one Organizing Vice-President.

7.2: DUTIES OF PRESIDENT:

a) The President shall preside at all general membership meetings, Local Executive meetings, and special meetings; shall preserve order during meetings; shall appoint all committees not otherwise ordered; shall transact such other business as may pertain to his/her office and which may be necessary to the proper functioning of the Local; and shall have such other powers and duties as are provided for in this Constitution and By-laws.

b) Should the Local Union be entitled to name an officer to the National Union or to one of its Regional Councils, the President of the Local shall fill that position. Should they be unable or unwilling to fill the position, the Local Executive Board shall elect a member from the Executive Board as required.

c) The President or designate shall be the main spokesperson and officer of the Local Union; it shall be the duty of the President to protect and promote its interests.

d) The Local President shall represent the Local as a delegate to the Canadian Labour Congress, Ontario Federation of Labour, COPE National, COPE Ontario, and NDP conventions or conferences, as well as any other conventions, committees, meetings, etc. as may be deemed necessary by the Local Executive Board. Should they be unable or

unwilling to represent the Local, the Local Executive Board shall elect a member from the Executive Board as required.

7.3: DUTIES OF 1st VICE-PRESIDENT

a) In the absence of the President, the 1st Vice-President shall perform the duties of the President; and, in case of the resignation or death of the President, shall perform the duties of the President until such vacancy is filled by the next regular election as provided for in this Constitution and By-laws.

b) The 1st Vice-President shall also preside at meetings when called upon by the President and at times when the President may be temporarily unable to discharge his/her duties, and shall perform such other duties as may be directed by the Local Officers. Should the Local Union be entitled to name a second officer to the National Union or to one of its Regional Councils, the 1st Vice-President of the Local Union shall serve in this capacity.

c) The 1st Vice-President shall be responsible for matters regarding Education as well as Health and Safety Training.

7.4: DUTIES OF THE TREASURER

a) The Treasurer shall keep all financial accounts of the Local and shall maintain correct and proper accounts of all its members. The Treasurer shall collect all initiation and reinstatement fees, dues, assessments, and fines from members of the Local. The Treasurer shall make all disbursements for the Local as provided for in Article 11 of this Constitution and By-laws. The Treasurer shall keep a correct record of all monies received and expended and prepare financial statements by calendar months to be submitted to the next general membership meeting of the Local. The Treasurer shall also provide financial statements to the National Union and/or its Regional Councils as required.

b) The Treasurer shall deposit all funds of the Local Union in a financial institution, may it be a bank or a credit union and shall submit to the National Secretary-Treasurer all relevant information pertaining to those bank accounts (name of the institution, full address, account number, ...). The Treasurer shall endeavour to deposit such funds in unionized financial institutions and as recommended by the Local Executive. The Treasurer shall submit all of the Local's books and records to an auditor annually for audit and approval. Upon the expiration of the Treasurer's term, all properties and assets including funds, books, and records of the Local shall be turned over to the new Treasurer of the Local. The Treasurer shall turn over all properties and assets, including funds, books, and records to Secretary-Treasurer of the National Union or the duly authorized representative when properly called upon to do so.

c) The Treasurer shall transmit as required to the National Union and/or its Regional Councils all financial obligations owing in compliance with their respective constitutions.

The Treasurer shall follow such accounting and reporting procedures as shall be formulated by the National Union and/or its Regional Councils.

d)A petty cash fund of not more than fifty dollars (\$50.00) may be maintained by the Treasurer to pay immediate necessary petty cash demands upon the Local. Replenishment of the fund shall be by cheque, the amount of such cheque being the total of vouchers paid out for prior disbursements. They may also be made by electronic payment as long as it is secured and approved as if it were a cheque.

e)The Local may decide to secure a bond by a bonding company and under a bond approved by the Local Executive.

7.5: DUTIES OF THE RECORDING/CORRESPONDING SECRETARY:

a)The Recording/Corresponding Secretary shall keep minutes of all meetings and proceedings of the Local and the Local Executive and will send copies of all such minutes to the current mail or e-mail address on file for all members. The Recording/Corresponding Secretary will also ensure minutes are posted on the COPE 225 website as required.

b)The Recording/Corresponding Secretary shall keep correspondence files and shall bring to the attention of the Local Executive all correspondence relevant to the Local and shall follow-up on the correspondence as directed.

c)The Recording/Corresponding Secretary shall ensure that copies of all agreements negotiated by the Local are available for inspection by any member, and posted on the COPE 225 website as required.

d)The Recording/Corresponding Secretary shall file a copy of every agreement entered into by the Local with the President of the National Union and the relevant Ministry of Labour. The National Union shall be provided, upon request, of a copy of a concluded collective agreement.

e)The Recording/Corresponding Secretary shall circulate job postings to all Shop Stewards and Executive Board members of the Local.

f)The Recording/Corresponding Secretary, in conjunction with the Treasurer, shall ensure that the roster of members is kept current.

g) The Recording/Corresponding Secretary will provide the National President and the National Secretary-Treasurer with the names and contact information of all the Local Union officers as well as any changes to that information.

h) The Recording/Corresponding Secretary shall monitor compliance with attendance as set out in 8.10, and report on such matters to the Local Executive Board as required.

7.6: DUTIES OF VICE-PRESIDENTS: The Unit Vice-Presidents including the Small Unit Vice-President will liaise with the COPE Ontario Staff Representative assigned to their Unit(s), the Shop Stewards of their Unit(s) and the President to ensure all issues related to the Unit are being addressed and reported on at Executive Meetings of the Local.

7.7: DUTIES OF THE ORGANIZING VICE PRESIDENT

a) The Organizing Vice-President shall liaise with COPE Ontario Organizers and/or Labour Relations Specialists, the Local 225 President, and newly organized units of Local 225 to assist with onboarding and preparing for their first negotiations.

b) The Organizing Vice-President shall carry out duties in support of the work of the Local as directed/agreed to by the Local Executive from time to time.

7.8: DUTIES OF THE YOUNG WORKER VICE PRESIDENT

a) The Young Worker Vice-President shall liaise with the young workers, members 35 years of age and under, of Local 225.

b) The Young Worker Vice-President shall carry out duties in support of the work of the Local as directed/agreed to by the Local Executive from time to time.

c) The Young Worker Vice-President shall also liaise with the COPE Ontario Young Worker Vice-President, and the Young Worker Vice-Presidents of the Ontario Federation of Labour and the Canadian Labour Congress as needed.

7.9: DUTIES OF THE HUMAN RIGHTS VICE PRESIDENT

a) The Human Rights Vice-President shall liaise with the workers who have self-identified in one or more of the equity categories as set out in the Canadian Labour Congress' Constitution.

b) The Human Rights Vice-President shall carry out duties in support of the work of the Local as directed/agreed to by the Local Executive from time to time.

c) The Human Rights Vice-President shall also liaise with the Equity Vice-Presidents of the Ontario Federation of Labour and the Canadian Labour Congress as needed.

ARTICLE 8 - LOCAL EXECUTIVE

8.1: The Local Executive shall consist of the executive members as defined in clause 7.1. The immediate Past President shall sit as a member of the Local Executive with voice but no vote for one year following their term of office. If the immediate Past President is not able to sit on the Local Executive as they are no longer a member, and the immediate Past 1st Vice-President has finalized their term in office, the immediate Past 1st Vice-President

shall sit as a member of the Local Executive with voice but no vote for one year following their term of office.

8.2: Each member of the Local Executive, except the President, shall have one vote. The President shall act as Chairperson and shall have a voice but no vote, except that in the case of a tie vote by the Local Executive, the President shall cast the deciding vote.

8.3: Seven (7) members of the Local Executive shall constitute a quorum and such quorum shall have power to transact all business of the Local Executive. Regular meetings of the Local Executive shall be held at least six (6) times a year. Special meetings of the Local Executive may be called by the President and must be called by him/her upon the request of a majority of the members of the Local Executive.

8.4: The Local Executive shall conduct the affairs of the Local with this Constitution as its guide. The Local Executive shall also carry out the instructions of the General membership meetings. With this Constitution as its guide, the Local Executive shall take all actions necessary to carry out the aims and objectives of this Local.

8.5: The Local Executive may engage legal counsel when necessary. Such decision shall require a two-thirds (2/3) majority vote of those present.

8.6: Subject to approval of the membership, the Local Executive may appoint temporary organizers for a period of time not to exceed twelve months. The Local Executive shall determine compensation for such services.

8.7: Subject to the annual approval by the membership, the Local Executive may employ such clerical assistance as it considers necessary for the proper conduct of the Local's business and determine the compensation for such services.

8.8: The Local Executive may recommend compensation for any officials of the Local, subject to the approval of the membership. The approved compensation shall form an integral part of the Local's expense policy.

8.9: Discipline and hearings shall be conducted in accordance with Article 12 and Appendix C.

8.10: Any officer or member of the Local Executive who fails to attend three (3) successive meetings without being excused from such attendance by the Local Executive, shall be deemed to have forfeited his/her office and the Local Executive, pursuant to Article 15 may appoint a successor for the balance of the unexpired term; provided, however, that if the office of the President is thus declared vacant, the 1st Vice-President shall perform the duties of the President until the next regular elections as provided for in this Constitution and By-laws.

8.11: When an employer definitely shuts down operations governed by a certified bargaining unit held by this 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 to complete his/her term. Once his/her term has expired, this person may not be nominated to any office of this Local.

8.12: An Officer of the Local, or a COPE Ontario representative will be party to collective bargaining for each bargaining unit.

ARTICLE 9 - ELECTIONS

9.1: It shall be the aim of the Local to elect to the Local Executive the most capable members of the various groups comprising the membership of the Local. The Local is fully committed to equity and inclusion of all its members. The Local is dedicated to the participation and engagement of Women, Racialized and Aboriginals Workers, Lesbian, Gay, Bisexual and Transgender Workers, Young Workers, Workers with Disabilities and other Equity seeking groups. The Local will work hard to have members of these groups represented and respected in the structures of the union at all levels.

9.2: Elections of Officers shall take place every two years at its May General Membership Meeting in even years. Should an electronic vote be required, the voting process will commence as soon as possible following such meeting.

9.3: The President, Treasurer, Recording/Corresponding Secretary, 1st Vice-President and Organizing Vice-President will be elected by the membership. The Unit Vice-Presidents of units over five (5) members will be elected by the respective Unit. The Small Unit Vice-President will be elected by the collective membership of the units under five (5) members. The Young Worker Vice-President shall be from and elected by the membership 35 years of age and under. The Human Rights Vice-President shall be from and elected by the membership who have self-identified in one or more of the equity categories as outlined in the Canadian Labour Congress' Constitution. All Officers shall hold office until such time as the next election takes place and finalized in accordance with 9.2.

9.4: Notice of the membership meeting at which nominations will be accepted shall be given to all members in good standing not less than fifteen (15) days prior to the date of such meeting.

9.5: A Nominations and Elections Committee Chairperson shall be appointed by the Local Executive not less than thirty (30) days prior to the May membership meeting. The Chairperson of the Elections Committee will accept nominations either from the floor or in writing at the May membership meeting.

9.6: a) Any member in good standing for at least the twelve (12) preceding months, shall be entitled to stand for election. The person so nominated shall indicate their acceptance or refusal of such nomination either in person or in writing;
b) In the absence of any candidate that fulfils the obligations stipulated in section 9.6 a), a member who has terminated their initial probation shall be eligible to stand for election.

9.7: The Chairperson of the Nominations and Elections Committee, after the close of nominations, shall be charged with the responsibility of conducting an electronic election ballot of all members in good standing of the Local. Such elections must be completed no later than one (1) month after the receipt of nominations.

9.8: No person shall hold simultaneously more than one of the offices specified in Article 7.1.

9.9: The candidate(s) receiving the greatest number of votes for the respective offices shall be declared elected.

9.10: The Chairperson of the Nominations and Elections Committee shall cause the results of the electronic election ballot to be sent to all members in good standing of the Local.

9.11: The newly elected officers shall subscribe to the instalment obligation found in Appendix B.

ELECTION OF UNIT SHOP STEWARDS AND MANDATED COMMITTEES:

9.12: Elections of Unit Shop Stewards and Unit Mandated Committees shall take place every two years in the month of May in uneven years. Should an electronic vote be required, the voting process will commence as soon as possible with the assistance of the Local.

9.13: a) Stewards and mandated committees shall be elected by members of their units at least every two (2) year;

b) Any member in good standing for at least twelve (12) preceding months shall be entitled to stand for elections;

c) In the absence of any candidate that fulfils the obligations stipulated in section 9.13 b), a member who has terminated their initial probation shall be eligible to stand for election;

d) The President of the Local union shall have the authority to authorize Steward election for a new unit to the Local union.

9.14: The Unit shall accept nominations, at a properly constituted meeting. Nominations shall be accepted or refused in writing by the nominee.

9.15: If necessary, an election shall be conducted by secret ballot or if applicable, by mail or electronic ballot, of all members in good standing in the bargaining unit. An Officer who is not a member of the bargaining unit may be called in to conduct the ballot upon the request of at least one member.

9.16: Candidates will be afforded the opportunity to communicate with the members of their bargaining unit. Candidates may not campaign on time that is paid by the union or the employer nor use union or employer funds, facilities or equipment to assist them in their campaign. However, candidates retain their rights and responsibilities to participate in the affairs of the union.

9.17: Candidates receiving the greatest number of votes shall be declared elected. Elections must be completed within one (1) month of the acceptance of nominations. In the case of a tie, there will be a run-off vote, if the result remains tied the winner will be decided by flipping a coin.

9.18: Upon the completion of elections, Unit members and Executive Officers must be notified of the results.

9.19: No voting by proxy shall be permitted.

9.20: In the absence of an elected Shop Steward for a unit of the local, the Local Executive may appoint a Shop Steward for a period not exceeding one (1) year.

9.21: In the event that an elected Shop Steward ceases to discharge their duties entirely, the Local Executive may appoint a replacement Steward for a period not to exceed one year.

9.22: Should the Local Executive have concerns about the effectiveness and/or competence of an elected Shop Steward, the President may appoint an officer to investigate the situation and make a report to the Local Executive. Said officer shall notify the Steward in question of any such investigation, invite him/her to submit relevant materials for consideration, and shall provide said Steward with, no less than one week to respond, in writing, to the final report. The final report of the investigating officer and the written response of the Steward shall be presented together to the Local Executive. If the Local Executive determines that further actions are required, the Internal Disciplinary Procedures will be followed as per Article 12.

Article 10 - Dues, Fees and Assessments

10.1: a) The regular dues of the Local shall be determined as hereinafter described. This Article shall be subject to change under the conditions set forth in Article 10.3 (a).

b) The Local Executive shall determine whether or not an increase in present monthly dues and/or a one-time assessment is required. Should any such increase or assessment be required, a list of fixed costs for the past three years and any other relevant figures and calculations used in determining the recommended amount of the dues increase or assessment will be sent to all members at least 15 days prior to the meeting at which any dues increase or assessment is to be put to a vote.

c) The initiation fee of members of a group, who have applied for certification, shall be at a rate to be determined by the Local Executive. When certification or voluntary recognition has been obtained, these members shall begin to pay dues at a monthly rate to be determined by the Local Executive. Such dues payments shall begin the month in which certification or voluntary recognition is granted and continued until such time as a first agreement is signed.

10.2: Except in the circumstances outlined in Article 5, any member who is more than three (3) months in arrears in dues shall be classified as a suspended member and not in good standing. Such a suspended member must pay a reinstatement fee at a rate to be determined by the Local Executive together with all unpaid dues up to and including the current month, before he/she can regain good standing in the Local. Written notification to this effect will be given to the delinquent member by the Treasurer one month prior to the suspension.

10.3: a) All proposals for assessments and increases of dues must be first considered by the Local Executive. If the Local Executive approves of an assessment or dues increase, the motion shall be incorporated in its minutes to be read to the next membership meeting. There can be no vote on the subject of the assessment or dues increase at that meeting but it shall be held over until the succeeding membership meeting. The meeting notice for the succeeding membership meeting shall contain a statement informing the members of the nature of the proposal and that a vote will be taken at that meeting. A majority vote, by secret ballot, shall be required to constitute acceptance of the proposed assessment or dues increase. Notice of such meeting shall be given to all members in good standing not less than (10) days prior to the date of such meeting. Fifteen (15) days prior to the meeting, ballots shall be sent to out-of-town members, to be returned to the Corresponding Secretary and opened with the ballots at such meeting.

b) All assessments are subject to the approval of the President of the National Union before being levied.

c) Voluntary contributions for a specified purpose(s) may be made by any unit indicating its collective desire to do so. Such request must receive the approval of the Local.

10.4: a) Dues shall be calculated at one and one half (1.5%) of a percentage of members' wages.

b) Consistent with the requirements of the COPE Ontario Constitution, 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 of the equivalent;
- lump sum amounts related to one of the above-mentioned items;
- amount payable in application of an arbitration award, court judgment or settlement of a dispute related to one of the above-mentioned items.

c) Members on strike, laid off, receiving EI Sick Benefits, receiving WSIB, or on a Leave as set forth in the Employment Standards Act, shall have their Union dues waived.

ARTICLE 11 - USE OF FUNDS

11.1: The funds of the Local cannot be divided in any way among individual members and can be used only for valid union business.

11.2: The general fund shall be used for the payment of expenses incurred by the Local and as a depository for its monies.

11.3: All disbursements shall be made by cheques drawn on the general fund and shall be signed by two of the signing Officers. They may be also be made by electronic payment as long as it is secured and approved as if it were a cheque.

11.4: The fiscal year of the Local shall be the calendar year.

ARTICLE 12 - OFFENCES AND PENALTIES

The Local Union may discipline its members or officers for violating the governing documents of the National Union, COPE's Regional Councils, and any other organization with which the Local Union is affiliated. The Local Union may discipline its members or officers for violating the governing documents of the Local Union or for engaging in any activity or course of conduct, which is deemed to be contrary or detrimental to the welfare or best interests of the Local Union. The Local Union follows the Canadian discipline procedures adopted by the National Executive, attached hereto as Appendix C.

ARTICLE 13 - PROCEDURE AT MEETINGS

13.1: The rules contained in Bourinot's Rules of Order Revised shall govern the Local in all cases to which they are applicable and in which they are not inconsistent with this Constitution and By-laws or the Standing Rules of the Local.

13.2: All of the Standing Rules of the Local shall be listed under "STANDING RULES" found in Article 13.10. Any such rule may be suspended by a majority vote or they may be appended or rescinded by a two-thirds (2/3) vote. If notice of the proposed action was given at the previous meeting and in the call for the present meeting, they may be amended or rescinded for the present meeting by a majority vote. If any of the Standing Rules are permanently amended or rescinded, such amendment or rescission shall be filed with the President of the National Union.

13.3: The use of profane language during the meeting is prohibited as being against the decorum and dignity of the meeting.

13.4: No member shall interrupt a debate, except on a question of privilege, point of order, to make a motion to reconsider, to move division of the question or point of information.

13.5: No member shall be allowed in the meetings in an intoxicated state.

13.6: Any conversation, by whispering or otherwise or other conduct, which is calculated to disturb a member while speaking or hinder the transaction of business, shall be deemed a violation of order.

13.7: Each member, when speaking, shall confine himself/herself to the question under debate and avoid all personal, indecorous or sarcastic language.

13.8: A member being called to order three (3) times by the Chairperson without heeding shall be debarred from participating in any further business at that session; provided, however, that he/she may, on motion carried by a two-thirds (2/3) vote of the voting membership present, be relieved of this disability.

13.9: All questions, unless provided otherwise in Bourinot's Rules of Order Revised or by the Local's law, shall be decided by a majority vote of the good standing members present.

13.10: The following are the **STANDING RULES** of the Local:

Rule A: The order of business of general membership meetings of the Local shall be as follows:

1. Opening and Reading of Anti-Harassment Policy
2. Roll Call of Officers
3. Approval of the agenda
4. Minutes of Previous Meeting
5. Initiation of Members
6. Report of Executive Board
7. Reports of Officers and Committees
8. Reports of Delegates
9. Unfinished Business
10. New Business
11. Closing

Rule B: The general membership meetings of the Local will start at a time and place of which the membership will be advised ten (10) days prior to the meeting.

Rule C: The general membership meetings of the Local shall not last longer than 2 hours provided, however, that a meeting might be continued by a vote of two-thirds (2/3) of the members present.

Rule D: A majority of the members present can change the order of business at a meeting.

13.11: Attendance shall be taken at all meetings.

ARTICLE 14 - STRIKES

14.1: In the event of a dispute between any members of the Local and a particular employer or employers, no strike shall be called or terminated against such employer or employers without the following actions:

a)A meeting of the members of the Local employed by such employer shall be called. The notice of such meeting shall specifically state that a decision regarding strike action will be discussed and voted upon. At least one officer who is not employed by such employer shall be present at such meeting.

b)The members shall decide on a strike or no strike action by secret ballot with the majority decision determining the outcome.

c)If the decision of the above-noted members is in favour of strike action, this decision must be ratified by the President of the Local.

d)The National President shall be informed of all strikes by any Local Union before they are called. (Article 19.2 of the National Constitution)

e)A strike may be terminated by the majority of members in the Unit who have voted by secret ballot, which has been conducted by an officer of the Local.

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ARTICLE 15 - VACANCIES IN OFFICE

15.1: In the event a vacancy is created by the resignation or removal of an official of the Local more than six (6) months before that official's term of office is due to expire, as stipulated in Article 9 of this Constitution and By-laws, an election will be held to fill such vacancy in accordance with the procedures outlined in Article 9 above.

15.2: In the event a vacancy is created by the resignation or removal of an official of the Local less than six (6) months before that official's term of office is due to expire, as stipulated in Article 9 of this Constitution and By-laws, the Local Executive 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; except that in the

case of a vacancy in the office of President, the 1st Vice-President shall fill the unexpired term.

ARTICLE 16 - LIMITATIONS ON COMMITTEES

16.1: In addition to committees and boards established by this Constitution and By-laws, the Local shall provide for such other standing committees and, from time to time, such special committees as may be proper and necessary to conduct the business of the Local.

16.2: In establishing such other committees, the duties of the Committee, the extent of its authority, and the permissible amount of expenditure that may be made by such a committee must be made a part of the minutes of either the General Membership meeting or the Local Executive meeting which establishes such committee(s). In any event, such committee(s) shall not be permitted to exercise functions belonging to other committees or boards; shall not make or authorize expenditures without the prior approval of the membership or the Local Executive acting on their behalf; and shall not exceed the authority granted to them by the membership or the Local Executive acting on their behalf.

16.3: The President shall be an ex officio member on all committees.

ARTICLE 17 - AFFILIATIONS AND DELEGATES

17.1: The Local shall be affiliated with a regional council as prescribed in the National Constitution Article 17.3.

17.2: The Local shall be affiliated with all those district labour councils and federations of labour within whose jurisdiction the Local has members.

17.3: Delegates to the aforesaid labour bodies shall be elected by the membership within that jurisdiction at a general membership meeting of the Local, on uneven years in accordance with Article 9.

17.4: Each delegate to a convention or conference of the COPE or any other labour convention or conference must have been in continuous good standing in the Local for at least six (6) months prior to the convening of the convention or conference and have attended at least two (2) meetings in that six (6) months. In all cases, the Local shall abide by the eligibility requirements set by the hosting organization where such requirements are more stringent than those established here.

17.5: Elected delegates to the educational schools, institutes, seminars, etc., must have attended at least two (2) of the general membership meetings of the Local in the six (6) months prior to the convening of the school or seminar, as a requirement for such election.

17.6: Notwithstanding the provisions of Articles 17.4 and 17.5 above, any member of the Local who wishes to stand for election as a delegate to a convention or conference of the COPE or any other labour organization or to an educational school, institute, seminar, etc., and is prohibited from doing so exclusively because he/she does not meet the attendance requirements outlined in Articles 17.4 and 17.5 above, may still stand for such election provided that his/her failure to attend in accordance with the attendance requirements was due to circumstances beyond his/her control and was sanctioned by the meeting and recorded.

17.7: Election of delegates shall be made by secret ballot at a general membership meeting where time permits. Where time does not permit election at a general membership meeting, such election shall be made by secret ballot at a Local Executive meeting. Notice of such election shall be given to all members no less than ten (10) days prior to the day of the election. The candidate receiving the greatest number of votes shall be declared elected.

17.8: Delegates shall attend the meetings or sessions of the body or assembly to which they have been delegated, faithfully represent the Local and protect its interests, and properly present and support its declared policies and instructions. In discharging these functions, delegates shall be free to vote as they see fit. Delegates shall report to the Local the proceedings of the function for which they were delegated.

ARTICLE 18 - EXPENSES

Reimbursements or payments to members shall be governed by the COPE Local 225 Expense Policy.

ARTICLE 19 - AFFILIATE CONSTITUTIONS

19.1: The Constitution of the National Union shall be the paramount law applying to the government of the Local and all provisions of said National Constitution, insofar as the same are or may be applicable to the affairs and activities of the Local, are hereby, by reference thereto, incorporated into and made a part of this Constitution and By-laws, and any provision contained herein which is contrary to or in conflict with the provisions of the National Constitution shall be inoperative and of no effect.

19.2: Where the National Union mandates that the Local Union belong to a Regional Council or other such body, the Constitution of that entity shall also apply to the government of the Local and all provisions of said Constitution, insofar as the same are or may be applicable to the affairs and activities of the Local, are hereby, by reference thereto, incorporated into and made a part of this Constitution and By-laws, and any provision contained herein which is contrary to or in conflict with the provisions of said Council's Constitution shall be inoperative and of no effect.

ARTICLE 20 - AMENDMENTS

20.1: A proposed amendment to this Constitution may be introduced by the Local Executive or by a petition containing the proposed amendment, which has been signed by at least ten (10) members in good standing. Such petition must be presented to the Local Executive before it can be considered by the membership.

20.2: The Local Executive shall include the proposed amendment in its minutes to be presented at the next general membership meeting. There can be no vote on the subject of the amendment at that meeting, but it shall be held over until the succeeding general membership meeting.

20.3: The meeting notice for the succeeding meeting shall contain a statement informing the members of the nature of the proposed amendment and that a vote will be taken at said meeting. A vote of two-thirds (2/3) of the members voting shall be required to constitute acceptance of the proposed amendment to this Constitution and By-laws, except as provided in Article 10.3 (a), herein.

20.4: No amendment to this Constitution and By-laws shall take effect until the approval of the President of the National Union has been secured.

20.5: The English and French versions of this Constitution are official. In the event of ambiguity, the Local Executive shall have authority to interpret the Constitution.

20.6: Any amendment to this Constitution affecting a Local Union shall automatically be included in the constitution and bylaw of the Local Union unless the National President approves otherwise.

20.7: Notwithstanding anything in Bourinot's Rules of Order or any other document, policy, or rule governing meetings, when a constitutional amendment is brought to the floor, members cannot "call the question" until the sponsor/mover of the amendment, and at least 3 pro-amendment and 3 anti-amendment speakers have been heard, or if there are no more speakers waiting to be heard.

20.8: Notwithstanding anything in Bourinot's Rules of Order or any other document, policy, or rule governing meetings, when constitutional amendments are brought to the floor, only amendments that relate to each other can be grouped together for a vote.

ARTICLE 21 - PROCEDURE FOR APPROVAL OF ARBITRATION CASES

After a grievance has been processed to the stage that the Grievance Committee recommends that it proceed to arbitration, the grievance shall be reviewed by the Local Executive. If the Grievance Committee does not recommend that the grievance proceed to arbitration, the grievor shall have the right to bring his/her case to the Local Executive. If the Local Executive does not recommend proceeding to arbitration, the grievor shall have the right to appeal to the general membership at a membership meeting.

ARTICLE 22 - PROCEDURE FOR SIGNING OF CONTRACTS

22.1: Unit contracts, which have been ratified by the members of the Unit, shall be signed by the Unit Shop Steward, at least one member of the Negotiating Committee, and the President of the Local or one other Officer of the Local who is not a member of the Unit.

22.2: The unit contract shall not be considered in effect until such time that all of the aforementioned signatories have signed the Unit contract.

22.3: COPE Local 225 shall not be a party to any Unit Collective Agreement until the requirements of Article 22.01 and Article 22.02 are met.

22.4: Original signed collective agreements shall be lodged at the Local's official office space. In the absence of such space, collective agreements shall be retained by the President.

ARTICLE 23 – POLICIES OF THE LOCAL

Policies of the Local shall be approved by simple majority vote at general membership meetings.

APPENDIX A - PROCEDURE FOR INITIATION OF MEMBERS

It is desirable that candidates for membership shall have received instruction prior to their presentation for initiation. Such instruction may be given immediately preceding a general membership meeting or in a special class for that purpose and may include a brief résumé of labour history, with special emphasis on the development of our National Union, the functioning of the Local, including meeting procedure and explanation of current agreements of the Local, outlining the various benefits obtained for the membership through these agreements, obligations devolving upon the members, and our relationship with other trade union organizations and general trade union policies. The foregoing instructions should be given by the Shop Steward in each unit.

At the appropriate time during the meeting, the President shall announce the names of candidates for membership who will arise.

The President shall say to them:

"It is my duty to inform you that the Canadian Office and Professional Employees Union requires perfect freedom in every candidate applying for membership in this organization. An obligation of fidelity is required, but let me assure you that in this obligation there is nothing contrary to your civil, constitutional and quasi-constitutional rights. With this understanding, are you willing to take such an obligation?"

... Sufficient pause for an answer, then the President shall continue ...

"You will now raise your right hand and repeat after me, using your name where I use mine:

"I, _____, pledge my honour before these witnesses to faithfully comply with the Constitution, laws, and all amendments thereto of the Canadian Office and Professional Employees Union, Local 225, and of the National Union."

... it is customary to greet new members by a round of applause as they are being seated.

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APPENDIX B - INSTALLATION OF LOCAL UNION OFFICERS

The newly elected Officers shall present themselves before the installing officer who will administer the following obligation:

"I, _____, do hereby sincerely pledge my word and honour to perform the duties assigned to me in the Local Union Constitution and Bylaws, to the best of my ability and with complete good faith to support, advance and carry out all official policies of the Local Union and to promote a harassment and discrimination-free environment. I will at all times devote my efforts to further the aims, objectives and best interests of the Canadian Office and Professional Employees Union. I will also surrender all books, papers, electronic data and other property of the Local Union in my possession to my successor in office."

Appendix C - Canadian Internal Discipline Procedures

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I- COMPLAINT AGAINST A MEMBER OR A LOCAL UNION OFFICER ACTING IN THIS CAPACITY

- 1- All complaints include the following:
- a) the name and bargaining unit of the charged member;
 - b) the date or dates of each alleged offence;
 - c) the sections of the bylaws or the Constitution of the Local Union, or the Constitution

of the National Union which are alleged to have been violated;
d) a brief statement of the facts describing each alleged violation;
e) the printed name, address, telephone number and the signature of the person filing the complaint.

2- Any proceedings shall commence with a complaint filed in writing with the Local Union President who shall then submit it to the Local Union Executive Board of the Local Union. The President shall also notify the charged member in writing that a complaint has been filed, with a copy of such complaint.

3- The following are entitled to file complaints:

- a member or an officer of the Local Union;
- an officer of the National Union.

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

5- The charged member shall have the right to contest such complaint in writing by transmitting their statement to the Local Union President prior to the meeting of the Local Union Executive Board. The Local Union President shall transmit such statement to the Local Union Executive Board.

6- The Local Union Executive Board shall render their decision according to equity and the merits of the case. It is within the power of the Local Union Executive Board to decide, at its next meeting, to:

- a) allow the complaint, in part or in its entirety;
- b) dismiss it.

In the event it allows the complaint, the Local Union Executive Board shall impose the penalty deemed to be fair and just:

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

The decision of the Local Union Executive Board shall be in writing, substantiated and notified to the interested parties as soon as possible.

7- A person who believes they have been wronged by a decision rendered by the Local Union Executive Board may, within thirty (30) days of notification of the decision, file an appeal to the Council. They shall forward a statement of appeal to the Council President, with a copy served to the interested parties.

Where there is no Council, the appeal is filed with the National Executive in accordance with the procedure outlined in Articles 13 and following.

8- The statement of appeal includes the following:

- a) the name, address, phone and fax numbers, e-mail addresses of the parties, the Local Union number of the appealing party or parties;
- b) a copy of the decision;
- c) the relevant sections of the bylaws or the Constitution of the Local Union, and any relevant piece of legislation;
- d) a summary of the grounds of appeal;
- e) a declaration explaining the corrective action sought.

9- The respondent may, within thirty (30) days of the notification, contest the appeal in writing to the Council President, with a copy served to the appealing party. This document shall include their claims and state what findings they seek.

10- An appeal filed in accordance with these rules will not defer the imposition of any penalty. A request for the suspension of any penalty must state the reasons supporting the request and shall be filed with the Council President with a copy to the opposing party who may choose to contest. The Council Executive Board shall decide on the validity of the request on the basis of the documents presented in support of the request. Suspension of penalty may be granted when the applicant appears to be entitled to it and it is considered to be necessary in order to avoid serious or irreparable injury to them, or a situation of such a nature as to render the judgement in appeal ineffectual. This decision is final.

11- Upon receipt of the appeal documents, the Council President shall transmit them to the Council Executive Board for decision at its next meeting. The Council Executive Board shall render its decision according to equity and the merits of the case. The Council Executive Board may decide to impose any of the penalties outlined above.

12- The decision of the Council Executive Board shall be in writing, substantiated and notified to the interested parties as soon as possible.

13- A person who believes they have been wronged by a decision rendered by the Council Executive Board may, within thirty (30) days of notification of the decision, file an appeal to the National Executive. They shall forward a statement of appeal to the National President, with a copy served to the interested parties.

14- The respondent may, within thirty (30) days of the notification, contest the appeal in writing to the National President, with a copy served to the appealing party. This document shall include their claims and state what findings they seek.

15- An appeal filed in accordance with these rules will not defer the imposition of any penalty. A request for the suspension of any penalty must state the reasons supporting the request and shall be filed with the National President with a copy to the opposing party who may choose to contest. The National Executive at its next meeting shall decide on the validity of the request on the basis of the documents presented in support of the

request. Suspension of penalty may be granted when the applicant appears to be entitled to it and it is considered to be necessary in order to avoid serious or irreparable injury to them, or a situation of such a nature as to render the judgement in appeal ineffectual. This decision is final.

16- If appropriate and provided the parties agree to it, the National Executive may elect to make its decision on the basis of the record. This decision is final.

17- Should the National Executive opt not to proceed as set out in the preceding paragraph then it shall refer this appeal to an Appeals Committee consisting of one or more persons it appoints one of which at least is a member of the National Executive.

18- Before rendering a decision, the Appeals Committee will allow the parties to be heard.

19- The appointees to the Appeals Committee shall not have any conflict of interest.

20- The Appeals Committee shall hold a hearing at a suitable place and send written notice thereof, at least fifteen (15) days in advance, which shall specify the date, time and place of the hearing to all interested parties.

21- If one of the parties does not appear at the hearing after having been duly advised and does not present any good cause for not attending, or refuses to testify, the Appeals Committee may decide to proceed with the case and render a decision.

22- The Appeals Committee shall proceed in an orderly, fair and impartial manner, in accordance with the hearing proceedings and introduction of evidence it so chooses and in accordance with the principles of natural justice and the duty of fairness.

23- The Appeals Committee shall render its decision in writing, substantiated and according to equity and the merits of the case. The Appeals Committee may decide to impose any of the penalties outlined above.

24- The Appeals Committee's decision is binding upon the National Executive who shall make a decision accordingly.

II- COMPLAINT AGAINST A COUNCIL OFFICER ACTING IN THIS CAPACITY

25- Any proceedings shall commence with a complaint filed in writing with the Council President who shall then submit it to the Council Executive Board. The Council President shall also notify the charged member in writing that a complaint has been filed, with a copy of such complaint.

26- All complaints include the following:

a) the name of the charged officer;

- b) the date or dates of each alleged offence;
- c) the sections of the bylaws or the Constitution of the Council, or the Constitution of the National Union which are alleged to have been violated;
- d) a brief statement of the facts describing each alleged violation;
- e) the printed name, address, telephone number and the signature of the person filing the complaint.

27- The following are entitled to file complaints:

- a member, a Council officer, or an officer of a Local Union;
- an officer of the National Union.

28- A member of the Council Executive Board who is being charged in the complaint filed shall refrain from participating in the disposition of the complaint.

29- The charged member shall have the right to contest such complaint in writing by transmitting their statement to the Council President prior to the meeting of the Council Executive Board. The President shall transmit such statement to the Council Executive Board.

30- The Council Executive Board shall render its decision according to equity and merits of the case. It is within the power of the Council Executive Board to decide, at its next meeting, to:

- a) allow the complaint, in part or in its entirety;
- b) dismiss it.

In the event it allows the complaint, the Council Executive Board shall impose the penalty deemed to be fair and just:

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

The decision of the Council Executive Board shall be in writing, substantiated and notified to the interested parties as soon as possible.

31- A person who believes they have been wronged by a decision rendered by the Council Executive Board may, within thirty (30) days of notification of the decision, file an appeal to the National Executive.

They shall forward a statement of appeal to the National President, with a copy served to the interested parties.

32- The respondent may, within thirty (30) days of the notification, contest the appeal in writing to the National President, with a copy served to the appealing party. This document shall include their claims and state what findings they seek.

33- An appeal filed in accordance with these rules will not defer the imposition of any penalty. A request for the suspension of any penalty must state the reasons supporting the request and shall be filed with the National President with a copy to the opposing party who may choose to contest. The National Executive at its next meeting shall decide on the validity of the request on the basis of the documents presented in support of the request. Suspension of penalty may be granted when the applicant appears to be entitled to it and it is considered to be necessary in order to avoid serious or irreparable injury to them, or a situation of such a nature as to render the judgement in appeal ineffectual. This decision is final.

34- If appropriate and provided the parties agree to it, the National Executive may elect to make its decision on the basis of the record.

35- Should the National Executive opt not to proceed as set out in the preceding paragraph then it shall refer this appeal to an Appeals Committee consisting of one or more persons it appoints one of which at least is a member of the National Executive.

36- Before rendering a decision, the Appeals Committee will allow the parties to be heard.

37- The appointees to the Appeals Committee shall not have any conflict of interest.

38- The Appeals Committee shall hold a hearing at a suitable place and send written notice thereof, at least fifteen (15) days in advance, which shall specify the date, time and place of the hearing to all interested parties.

39- If one of the parties does not appear at the hearing after having been duly advised and does not present any good cause for not attending, or refuses to testify, the Appeal Committee may decide to proceed with the case and render a decision.

40- The Appeals Committee shall proceed in an orderly, fair and impartial manner, in accordance with the hearing proceedings and introduction of evidence it so chooses and in accordance with the principles of natural justice and the duty of fairness.

41- The Appeals Committee shall render its decision in writing, substantiated and according to equity and the merits of the case. The Appeals Committee may decide to impose any of the penalties outlined above.

42- The Appeals Committee's decision is binding upon the National Executive who shall make a decision accordingly.

III- COMPLAINT AGAINST A NATIONAL EXECUTIVE OFFICER OR NATIONAL COMMITTEE MEMBER ACTING IN THIS CAPACITY

43- Any proceedings shall commence with a complaint filed in writing with the National

President who shall then submit it to the National Executive. The National President shall also notify the charged member in writing that a complaint has been filed, with a copy of such complaint⁵.

44- All complaints include the following:

- a) the name of the charged officer;
- b) the date or dates of each alleged offence;
- c) the sections of the National Constitution which are alleged to have been violated;
- d) a brief statement of the facts describing each alleged violation;
- e) the printed name, address, telephone number and the signature of the person filing the complaint.

45- The following are entitled to file complaints:

- a member, an officer of a Local Union, a Council officer, or an officer of the National Union.

46- In the event one of the members of the National Executive is charged in the complaint filed, they shall refrain from participating in the disposition of the complaint.

47- The charged member shall have the right to contest such complaint in writing by transmitting their statement to the National President prior to the meeting of the National Executive. The National President shall transmit such statement to the National Executive.

48- The National Executive shall appoint three (3) persons to form an independent trial board.

49- Before rendering a decision, the trial board will allow the parties to be heard.

50- The members of the trial board shall not have any conflict of interest.

51- The trial board shall hold a hearing at a suitable place and send written notice thereof, at least fifteen (15) days in advance, which shall specify the date, time and place of the hearing to all interested parties.

52- If one of the parties does not appear at the hearing after having been duly advised and does not present any good cause for not attending, or refuses to testify, the trial board may decide to proceed with the case and render a decision.

53- The trial board shall proceed in an orderly, fair and impartial manner, in accordance with the hearing proceedings and introduction of evidence it so chooses and in accordance with the principles of natural justice and the duty of fairness.

54- The trial board shall render its decision in writing, substantiated and according to equity and the merits and of the case. The trial board may decide to impose any of the

following penalties:

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

55- The trial board's decision is binding upon the National Executive who shall make a decision accordingly.

IV- GENERAL PROVISIONS

56- Any documents shall be couriered, faxed, e-mailed or forwarded by bailiff.

57- In any issues, the parties shall be responsible for their own expenses and fees and have the right to be represented.

58- Time limits defined in this article may be extended by the body dealing with the appeal if reasonable grounds warrant such extension and provided that no serious prejudice to any party results from such an extension.

59- There shall be no resort to any court of law until all remedies within the National Union under its Constitution have been exhausted.

60- In the event the President has a conflict of interest, the complaint and any other document shall be filed with the Secretary-Treasurer.