



**CIPP**  
**IPPM**

Civic Institute of  
Professional Personnel

L'Institut professionnel  
du personnel municipal

**CIPP BY-LAWS**  
**1953 – 2019**  
**July 2019**

The By-laws and Regulations contained in this  
document supersede those previously issued.



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## **A DESCRIPTION OF THE CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL**

### **PREAMBLE**

As a union duly constituted and recognized under the labour laws of Ontario, the Civic Institute of Professional Personnel (the “**Institute**”) represents the interests of certain professional employees working for the City of Ottawa and Ottawa Community Housing Corporation.

The members of the Institute (the “**Members**”) hold the supreme authority over the Institute and delegate authorities to the Board of Directors through these By-laws. The Members elect a Board of Directors (the “**Board**”) in accordance with the By-laws. The Members also approve the annual budget and Member dues as proposed by the Board.

The primary functions of the Institute are Member representation, collective bargaining, advocacy, and the maintenance of employees' rights under the collective agreements negotiated and administered by the Institute and other relevant pieces of employment and labour-related legislation. The Board is responsible for overseeing the performance of these functions in accordance with these By-laws and Institute policy.

The Board has the delegated authority to develop policies in accordance with the By-laws of the Institute and oversees and directs the work of the Executive Director who, in turn, is responsible for the day-to-day operations of the Institute, including its employees.

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**THE BY-LAWS OF  
THE CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL**

**INTRODUCTION**

The following are the By-laws of The Civic Institute of Professional Personnel. All defined terms first appearing in this document shall have the associated meaning throughout the By-laws. If any provision of these By-laws is or becomes illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of that provision will not affect: (a) the legality, validity or enforceability of the remaining provisions of these By-laws; or (b) the legality, validity or enforceability of that provision in any other jurisdiction.

**BY-LAW 1:     NAME**

The name of this association shall be "The Civic Institute of Professional Personnel" (the "**Institute**").

**BY-LAW 2:     OBJECTIVES**

1. The fundamental objective of the Institute is to serve the bargaining unit members ("**Members**") by acting as their collective bargaining agent and by providing representational services.

To achieve this, the Institute shall:

- (a) endeavour to maintain and enhance membership scope;
  - (b) maintain high professional standards;
  - (c) bargain collectively on behalf of Members;
  - (d) where appropriate, grieve breaches of the collective agreement on behalf of the Institute and Members; and
  - (e) otherwise regulate and promote harmonious relationships between the Members and the employers.
2. The Institute shall provide advice and recommendations to public officials on matters that could impact the employment conditions of Members or the operations of the Institute, provided that:
    - (a) The Institute shall place the best interest of Members first and conduct all advocacy in a transparent and non-partisan fashion;
    - (b) The Institute shall never endorse a political party or movement and only address specific issues as they arise; and
    - (c) Any positions taken by the Institute on behalf of the Members shall be reported to the collective membership (the "**Membership**") as they occur. A full report on advocacy and outcomes is to be provided at the Annual General Meeting.
  3. The Institute shall aim to reinforce the professional effectiveness of its Members by seeking to maintain and improve the application of professional standards and the availability of

appropriate opportunities for professional development.

4. The Institute shall endeavour to manage its organization and resources in an efficient and effective manner.

### **BY-LAW 3: MEMBERSHIP**

#### **1. Eligibility**

Any Professional Employee (defined below) in a bargaining unit for which the Institute is, or becomes, the bargaining agent is eligible to be a Member of the Institute. This includes professional employees of the following employers (each a “Unit”):

- (a) the City of Ottawa;
- (b) Ottawa Community Housing Corporation.
- (c) Any other employer where the Institute is the bargaining agent for its employees.

A “**Professional Employee**” has the meaning assigned in the applicable collective bargaining agreement and, in general, means an employee who, in the course of his or her employment, is engaged in the application of specialized knowledge ordinarily acquired by a course of instruction and study resulting in graduation from a university or an equivalent achievement in a particular field or discipline.

The Board may declare any group of employees that is eligible for inclusion in a bargaining unit, as defined in legislation applicable to such group, to be eligible to be a Member notwithstanding that some of the employees of such a group do not otherwise qualify to be a Member.

#### **2. Group Severance from Institute Membership**

A Unit may sever its association from the Institute upon a vote of two-thirds majority of the Members from that Unit.

#### **3. Member Register**

The Institute shall maintain a register of all Members, together with their contact information, including emails and addresses. Any information about a Member, shall be collected and disseminated, by the Institute, in accordance with applicable privacy legislation.

#### **4. Member Rights**

Every Member in good standing with the Institute is entitled to:

- (a) receive notice of Member meetings;
- (b) participate fully at Member meetings;
- (c) request a special meeting of the Members as provided in these By-laws;

- (d) be informed of material matters that may affect the rights, status or employment of a Member;
- (e) nominate Directors of the Institute;
- (f) seek and hold elective office in the Institute;
- (g) vote on matters at Member meetings, including:
  - (i) election of a Director to the Board;
  - (ii) removal of an auditor before the expiry of his or her term;
  - (iii) approval of by-laws;
  - (iv) approval of the borrowing of funds;
  - (v) approval of increases in honorariums;
  - (vi) approval of budgets;
  - (vii) approval of the Institute's association with a federation or organization;
  - (viii) approval of increases in Member dues; and
  - (ix) any other matter properly brought before a meeting of the Members.

## **5. Bargaining Unit Rights**

Every employee that is part of a Unit, whether or not a Member of the Institute in good standing, shall be entitled to the legal rights provided by statute.

### **BY-LAW 4: ANNUAL GENERAL MEMBERSHIP MEETINGS**

#### **1. Annual General Meeting**

The Annual General Meeting of the Membership shall be held in the month of November.

#### **2. Preliminary Notice of Meeting – 40 Days in Advance**

The Board shall distribute a “**Preliminary Notice**” of an Annual General Meeting, which shall be provided to Members at least forty (40) days before the Annual General Meeting. The Preliminary Notice shall specify the time, place and date of the Annual General Meeting, the general nature of the business to be transacted, and shall invite Members to submit resolutions, amendments to the By-laws, nominations for office, and submissions of any other business that is to be brought before the Members at the upcoming Annual General Meeting.

#### **3. Final Notice of Meeting – 21 Days in Advance**

The Board shall distribute a “**Final Notice**” of an Annual General Meeting to Members at least twenty-one (21) days before the Annual General Meeting. The Final Notice shall be accompanied by following documents:

- (a) a copy of the agenda for the upcoming Annual General Meeting;
- (b) all Committee reports, Executive reports and any other special reports;
- (c) minutes of the previous Annual General Meeting;
- (d) a copy of any by-laws that have been enacted, amended, or removed since the previous Annual General Meeting;

- (e) biographies of all candidates running for a position on the Board;
- (f) a copy of all resolutions to be brought in the ordinary course of business before the Annual General Meeting;
- (g) a copy of all financial statements and the budget for the current year;
- (h) a copy of all proposals to be heard at the Annual General Meeting;
- (i) any other item that may be properly considered at the Annual General Meeting.

#### **4. Agenda**

Members who wish to add items to the agenda for the Annual General Meeting shall advise the Executive Director, in writing, at least 24 days prior to the Meeting and, unless otherwise approved by the President, must provide a draft resolution to be submitted to the Membership in connection with such agenda item.

#### **5. Business to be Transacted**

Any matter may be brought to the Institute's Annual General Meeting. The business at the Annual General Meeting shall include, but shall not be limited to, the following items in any order the assembly adopts at the outset of the meeting:

- (a) Confirmation of Minutes;
- (b) Unfinished Business;
- (c) Committee and Officers Reports;
- (d) Appointment of a scrutineer and the election of Directors;
- (e) New Business;
- (f) Budget;
- (g) Investment Report;
- (h) Audit Report.

#### **6. Quorum**

Those in attendance in person at the Annual General Meeting shall constitute a quorum.

#### **7. Motions**

All matters to be decided at the meeting (excluding elections) shall be introduced by motion. All motions shall be decided by an open vote unless otherwise determined by the majority of the Members present.

### **BY-LAW 5: SPECIAL MEETINGS**

#### **1. Calling a Special Meeting**

- (a) The Board may, at any time, call a Special Meeting of the Membership.
- (b) The Members may call a Special Meeting of the Membership by submitting a petition

evidencing the written approval of at least 5% of the Members in good standing and the purpose for the meeting. Upon receiving such evidence, the President shall be required to call the Special Meeting within thirty (30) days.

## **2. Notice of Meetings**

Notice of Special Meetings of the Members shall be given to Members at least fourteen (14) calendar days before the meeting and shall contain the manner, date, time, place, and purpose of the meeting.

## **3. Quorum**

Those in attendance in person at any Special Meeting shall constitute a quorum.

## **4. Motions**

All matters to be decided at the meeting shall be introduced by motion. All motions shall be decided by an open vote unless otherwise determined by the majority of the Members present.

## **BY-LAW 6: BOARD OF DIRECTORS**

### **1. Mandate**

- (a) The Board shall be responsible for managing or supervising the affairs of the Institute, including appointing and directing the Executive Director.
- (b) The Board shall exercise the authority of, and act on behalf of, the Institute on all matters, subject to these By-laws, policies, directives or other decisions of the Membership made at an Annual General Meeting or Special Meeting.
- (c) The Board shall have the authority to interpret all By-laws, motions, and resolutions.

### **2. Composition**

- (a) The Board shall be composed of Members in good standing as follows:
  - (i) eight (8) Directors representing the Members belonging to the City of Ottawa Unit;
  - (ii) one (1) Director representing the Members belonging to the Ottawa Community Housing Corporation Unit.
- (b) The Directors shall be elected by the Members of the Unit they represent. Only Members in good standing belonging to the City of Ottawa Unit shall vote to elect the eight (8) Directors representing the City of Ottawa and only Members in good standing belonging to the Ottawa Community Housing Corporation Unit shall vote

to elect the one (1) Director representing the Ottawa Community Housing Corporation.

- (c) Where a group of employees represented by CIPP become the employees of another employer, by transfer, merger or some other process, any Board of Directors members from the group of employees so affected will remain members of the Board until the next election of Directors at the Annual General Meeting. Any governance issues associated with this change shall be resolved by the Board prior to the Call for Nominations to the Board for the upcoming election of Directors. Any necessary by-law changes will be made prior to the Call for Nominations if possible or put to the membership at a Special Meeting or as the first order of business at that Annual General Meeting.

### **3. Process for Board Elections**

- (a) ***Forming of a Nominating Committee***

By September 15 of every year, the Board shall select a Chairperson of the Nominating Committee from among the Membership. The Chairperson shall select one (1) Member from the other Unit to the Nominating Committee at least forty (40) days prior to the Annual General Meeting.

The Committee Chairperson and the other member of the Nominating Committee shall become the Chief and Deputy Returning Officers for the election of the Board. No Director in office, or Member seeking office, will be eligible to be a member of the Nominating Committee.

- (b) ***Nominees for Office***

Each Nominating Committee member shall ensure there is a sufficient number of nominees to stand for office from each of their respective Units.

To qualify for elections, each nominee: (a) must be nominated by two (2) other Members in good standing; (b) must be a Member in good standing; and (c) shall signify in writing his or her willingness to stand for election and to undertake any necessary duties if elected.

- (c) ***Closing Date for Nominations***

The closing date for nominations for the Board shall be thirty (30) days before the Annual General Meeting. The nominations shall be submitted to the Chairperson of the Nominating Committee on a standard form provided by the Committee Chairperson.

If, after the closing of the nominations, no names have been received for a position, it will be the responsibility of the Committee Chairperson to issue a call for applications from Members willing to stand for election. To qualify for elections, Members responding to such a call for applications must be a Member in good

standing and shall signify in writing his or her willingness to stand for election and to undertake any necessary duties if elected.

(d) ***Secret Balloting***

The Directors shall be elected by a secret ballot in the manner as the Board may deem appropriate.

(e) ***Advance Polling***

The Board may authorize an advance poll to be held in such manner, at such time and at such place as the Board may deem appropriate.

(f) ***Voting by Proxy***

Voting by proxy of any kind shall not be permitted at any Membership convened for any purpose whatsoever.

(g) ***Voting Procedures***

No Nominating Committee member shall supervise the voting proceedings of his or her own Unit including the counting of ballots cast by his or her own Unit. The assignment of Returning Officers to carry out voting proceedings shall be made by the Committee Chairperson.

(h) ***Voting Ties***

The Chairperson of the Nominating Committee shall vote only in the case of a tie.

(i) ***Number of Votes to Qualify***

Candidates receiving the highest number of votes for the available positions will hold their positions for a term of two (2) years.

(j) ***Announcement of the Election Results***

Election results shall be announced to the Membership in a manner as the Board may deem appropriate as soon as possible following a counting of ballots but in no event later than seven (7) calendar days following the Annual General Meeting.

(k) ***Arbitration***

In case of any dispute, including the results of balloting, the Committee Chairperson shall be the final arbiter of election procedures and proceedings. He or she may allow a recount and shall select any impartial member of the Institute to oversee such

recount. He or she shall decide on the timing of the destruction of all ballots.

#### **4. Vacancies**

- (a) Where a Director vacates their position prior to the end of their term, the Board may appoint a replacement Director to fill the vacancy. The replacement Director's appointment shall remain valid until the inauguration of their successor at the first meeting of the Board in the next calendar year. The term of office for replacement Directors shall under no circumstances extend beyond the limits set out in this Section. For greater certainty and clarity, replacement Directors shall be eligible to run for election at the Annual General Meeting and where so elected, their term shall be deemed to commence as of the date of their inauguration at the first meeting of the Board.
- (b) Vacancies on the Board should be filled within thirty (30) calendar days by a Member in good standing from the Unit in which the vacancy occurs;
- (c) A call for expressions of interest from candidates to fill a vacancy shall go out to the Members of the particular Unit within fourteen (14) calendar days of a vacancy occurring;
- (d) If more than one candidate expresses interest in filling the vacancy, an ad hoc committee consisting of the President and two other Directors shall interview the candidates;
- (e) At least one of the Directors of the ad hoc committee shall be from within the Unit in which the vacancy occurs. The resigning Director may sit on the committee where possible and appropriate. In cases where there is no Director from within the Unit, the committee will ask a Member at large from that Unit to serve on the committee;
- (f) The committee shall report its findings to the Board, and recommend those candidates most qualified to fill the vacancy;
- (g) The Board shall fill the vacancy according to the recommendation of the committee;
- (h) A vacancy occurring on or after the May Board meeting need not be filled until the next Annual General Meeting.

#### **5. Term of Office**

- (a) *Limit on Total Length of Service*
  - (i) Directors shall serve a maximum of six (6) consecutive years. However, they can run again for office after a minimum of one (1) year out of office.
  - (ii) In the event there is a vacancy on the Board after the Annual General Meeting, the Board will consider filling a vacancy (in accordance with By-law 6.4) with

a Member who has served six consecutive years but has not yet been out of office for one year.

(b) ***Length of Term***

- (i) The term of a newly appointed Director shall commence on the date of their inauguration at the first Board meeting in the calendar year following their election.
- (ii) Each Director shall be appointed for a term of two (2) years. The terms of the Directors shall be staggered so that, in any given year, the terms of at least four (4) Directors expire.

(c) ***Continued Service after Annual General Meeting***

Directors and Officers of the Institute shall hold office until the inauguration of their successors at the beginning of the next calendar year.

(d) ***The New Executive and Officers***

- (i) The outgoing President shall call the first meeting of the new Board in January of the following calendar year. The new Executive Officers and Committee Chairpersons shall be elected at such first meeting.
- (ii) The outgoing President shall attend and chair the meeting for the election of the new Executive Officers and committee members and continue to act as meeting chair for the duration of the meeting. The Chairperson of the Nominating Committee shall conduct the proceedings to elect the new Executive Officers, who shall be elected by the new Board only, except in the case of a tie.
- (iii) The Chairperson of the Nominating Committee shall vote only in the case of a tie.
- (iv) If it is decided after the first meeting that additional Board committees are required, the Board may elect Chairpersons of those committees at any Board meeting. The President shall not vote, unless required to break a tie vote. Members for these additional committees may be determined at the same meeting as the election of the Chairpersons and/or at any subsequent Board meeting, but in all other respects By-law 8 (Power to Establish Committees) shall apply where appropriate.

## **6. Meetings**

The Board shall meet a minimum of six (6) times per year inclusive of the Annual General

Meeting. Special meetings of the Board may be called by the President or upon written request of at least 50%+1 of the Directors.

**7. Quorum**

A majority of the appointed members of the Board shall constitute a quorum of a duly called meeting.

**8. Chairpersons Who Are Not Directors**

A Special Committee Chairperson, who is not a member of the Board, may be invited to attend meetings of the Board and may take part in any discussion but shall not have the power to vote, to propose, or to second resolutions.

**9. Expenditures**

The Board shall have the power to expend such monies as it may consider necessary in conducting the ordinary affairs of the Institute in accordance with the Institute's operating budget approved at the Annual General Meeting.

**10. Substitutes**

No member of the Board shall be entitled to a proxy vote or substitute representation at any meeting of the Board. With the prior approval of the President, Directors may participate at Board Meetings via conference calls or similar technologies. A Director may designate other Board members to present his or her report in his or her absence.

**11. Exclusion Due to Conflict of Interest**

An Officer, Director, or nominee of the Institute must declare any actual or potential conflict of interest or appearance thereof which may call into question their capacity to perform their official duties and responsibilities objectively and in the best interest of the Institute and its Members.

Failure to declare an actual or potential conflict of interest or appearance thereof could result in disciplinary action pursuant to these By-laws.

Following a disclosure of a possible conflict of interest, the Board will meet to determine what action will be required, if any. Should the conflict of interest be deemed significant, the Board (by a 2/3 majority vote of those present) could request that the Director or Officer recuse themselves from a matter, or that a nominee revoke his or her candidacy, or that the Director or Officer voluntarily resign from the Board. Failure by the Member to comply with the request could result in disciplinary action pursuant to these By-laws.

Conflict of interest or an appearance thereof is defined as any outside activity, commitment or interest that may adversely affect, compromise or be incompatible with the obligations of a member to the Board or membership. Conflict of interest refers to situations in which

financial or other personal considerations may compromise, or have the appearance of compromising, a member's professional judgement in exercising any Board duty or responsibility.

**12. Oath of Office**

(a) All Directors shall take an Oath of Office at the commencement of their term in office.

(b) **OATH OF OFFICE**

I, \_\_\_\_\_ do solemnly promise and declare that I will truly, faithfully and impartially, to the best of my knowledge and ability, and in accordance with the By-laws of the Institute, execute the office of Member of the Board of Directors for the Civic Institute of Professional Personnel to which I have been elected by the Membership, that I have not received and will not receive any payment or reward, or promise thereof, for the exercise of any partiality or malversation or other undue execution of such office, and that I will disclose any direct or indirect pecuniary interest or any conflict of Interest or an appearance thereof, and recognizing that I will be privy to information of a sensitive and personal nature while holding such office I affirm that I will exercise the utmost degree of care with respect to maintaining the confidentiality of such matters, and that I make these solemn declarations conscientiously believing them to be true and knowing that they are of the same force and effect as if made under oath, and that in affixing my signature on this official document I formally declare my commitment to the Civic Institute of Professional Personnel and its membership.

Declared in the City of Ottawa this \_\_ day of \_\_\_\_\_, \_\_\_\_.

Signature \_\_\_\_\_ Witness \_\_\_\_\_

**BY-LAW 7: DUTIES OF OFFICERS**

**1. Appointment of Officers**

The Board may designate the offices of the Institute, appoint Officers, specify their duties and, delegate to such Officers the power to manage the affairs of the Institute. A Director may be appointed to any office of the Institute. An Officer may, but need not be, a Director unless this By-law otherwise provides.

The Board shall appoint Officers at the first meeting of the newly elected Board of Directors. Except as otherwise permitted by these By-laws, the Officer positions of President, Vice-President and Treasurer shall be appointed by the Board from within the nine (9) Directors. When possible, only Board members with at least two (2) years previous experience on the Board shall be appointed as officers and the Board shall endeavour to preserve the principle of representation of all Units.

## **2. President**

The President shall, subject to review and direction by the Board, have the powers and duties from time to time prescribed by the Board or incident to his or her office. The President of the Institute shall, at minimum,

- (a) chair the Board of Directors;
- (b) chair the Executive Committee;
- (c) call meetings of the Board;
- (d) call general and special meetings of the Institute as provided for in the By-laws;
- (e) preside at such meetings;
- (f) perform all the usual duties of his or her office, including enforcement of the By-laws of the Institute
- (g) be an ex-officio voting member of every Standing and Special Committee;
- (h) review all official correspondence and documents issued on behalf of the Institute save and except for Memoranda of Understanding and documents or correspondence that fall within the normal domain of the Treasurer or Executive Director;
- (i) supervise the Executive Director of the Institute.

The President may, for reasons of efficiency, delegate signing authority for any routine Institute business other than those documents specified in By-law 11.5 (Cheques) to other Board Members and/or CIPP staff members.

## **3. Vice-President**

The Vice-President shall, subject to review by the Board, have the powers and duties from time to time prescribed by the Board or incident to his or her office. The Vice-President shall, at minimum:

- (a) in the absence of the President, Chair any particular meeting duly called by the Board and as provided for in the By-laws;
- (b) perform such other duties as may be required by the President or by the Directors;
- (c) in the absence or incapacity of the President, perform all duties of the President.

If the Office of the President should fall vacant, the Vice-President shall become the acting President for the remainder of the term.

## **4. Treasurer**

The Treasurer shall, subject to review by the Board, have the powers and duties from time to time prescribed by the Board or incident to his or her office. The Treasurer shall, at minimum:

- (a) chair the Audit and Finance Committee and ensure the Committee fulfils its assigned mandate;
- (b) implement the decisions of the Audit and Finance Committee;
- (c) report to the Board on behalf of the Audit and Finance Committee;

(d) be accountable for ensuring the Institute is properly maintaining accounting records as well as properly managing the deposit of money, the safekeeping of securities, and the disbursement of funds of the Institute in accordance with Institute policies.

## **5. Executive Director and Secretary's Duties**

The Executive Director shall be an officer of the Institute and assume the duties traditionally performed by a Secretary, as prescribed by the Board. Where necessary, a Director may be appointed by the Board for the purposes of documenting and maintaining minutes and materials confidential to the Board of Directors. The individual performing the duties as Secretary shall attend the meetings of the Board and ensure that minutes of the proceedings of such meetings are taken and read at the ensuing meetings.

### **BY-LAW 8: POWER TO ESTABLISH COMMITTEES**

1. In addition to the Standing Committees described in the By-laws, the Board shall have the power to establish and appoint committees under such terms of reference as the Board may approve. These committees will consider, review, monitor or supervise on behalf of the Board, and make recommendations to the Board on the matters so referred to such committees. These committees may exercise such powers as may be, from time to time, delegated by the Board.
2. Board members not appointed as members of a Committee may attend any meeting of a Committee of the Board as an observer.
3. All Committee Chairpersons shall be required to prepare an annual report for inclusion in the materials distributed to Members before the Annual General Meeting.

### **BY-LAW 9: STANDING COMMITTEES**

#### **1. Executive Committee**

##### **(a) *Mandate***

The Executive Committee shall have the powers and duties from time to time prescribed by the Board. The Executive Committee shall decide on questions concerning the management of the Institute that require attention between meetings of the Board and shall oversee the management by the Executive Director of the day-to-day functioning of the Institute in accordance with these By-laws, policies and directives approved by the Board, and other resolutions approved by the Membership. The Committee shall supervise arrangements for Annual General Meetings and Special Meetings of the Membership. The Executive Committee may authorize expenditures outside of the approved budget and when so authorized, shall notify the Board of such approval as soon as possible.

(b) ***Composition***

The Executive Committee shall consist of the President as Chairperson and other Officers (Vice-President and Treasurer). A Director-at-large shall be appointed to the Committee if all Units are not represented by the other members of the Executive Committee. The Executive Director of the Institute shall sit on the Committee as a non-voting member.

(c) ***Meetings***

Regular meetings of the Executive Committee shall normally take place monthly.

(d) ***Vacancies***

If a vacancy occurs during the term of a Committee Member, this vacancy can be filled by another member currently serving on the Board, by an open vote of the Board.

**2. Audit and Finance Committee**

(a) ***Mandate***

The Audit and Finance Committee shall have the powers and duties from time to time prescribed by the Board. The Audit and Finance Committee shall, at minimum:

- (i) appoint an auditor to audit the books and accounts of the Institute and cause the auditor to report to the Board;
- (ii) monitor the financial state of the Institute and compliance with financial policies;
- (iii) advise the Board, through the Treasurer, on the financial state of the Institute;
- (iv) oversee the budget and spending of the Institute.

(b) ***Composition***

The Audit and Finance Committee shall consist of the Treasurer as Chairperson and shall include at least two (2) other Board members appointed by the Board. Where financial expertise is needed, the Board may appoint a regular Member as a Committee member.

**3. Governance and Human Resources Committee**

(a) ***Mandate***

The Governance and Human Resources Committee shall have the powers and duties from time to time prescribed by the Board. The Governance and Human Resources Committee shall, at minimum:

- (i) recommend policies for adoption by the Board;
- (ii) review and recommend changes to By-laws to the Board;
- (iii) educate, advise, and counsel the Board, through the President, on the observance of the By-laws;
- (iv) receive reports on human resources plans from the Executive Director and make recommendation to the Board on executive compensation.

(b) ***Composition***

The Governance and Human Resources Committee shall, as far as practical, include one Director from each Unit. The Executive Director shall sit as a non-voting member of this committee.

**BY-LAW 10: COMPENSATION TO MEMBERS – INSTITUTE DUTIES**

Any Member required to take time off work or lose an opportunity to be called to work, in order to perform the duties of the Institute, may be reimbursed by the Institute for the time lost, which reimbursement shall be set at a fair amount to be determined by the Board.

**BY-LAW 11: FINANCE**

**1. Fiscal Year**

The fiscal year of the Institute shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.

**2. Budgets**

The Treasurer and the Executive Director shall be responsible for the preparation of a budget for the Finance and Audit Committee. The Chairperson of each Committee shall inform the Treasurer and/or the Executive Director of any new budgetary requirements for his/her committee prior to the preparation of the Institute's budget. No budget approved by the Board shall take effect until approved at the Annual General Meeting.

Spending by Committees shall not exceed the applicable Committee budget without the prior approval of the Board.

**3. Membership Dues**

- (a) All Unit Members shall pay membership dues.
- (b) The rates of dues shall be recommended by the Board and approved by the Unit Members. No change in the rate of dues shall be implemented without prior approval

of the Membership, notwithstanding the provisions of By-law 13 (Change of By-laws).

- (c) Members who are employed on a casual basis to work less than twenty-eight (28) hours per pay period shall pay membership dues of fifty percent (50%) of the budgeted dues for that pay period.

#### **4. Deposits**

The Board shall determine the official depository or depositories on the advice of the Executive Director.

#### **5. Cheques**

All cheques shall be signed by any two (2) members of the Executive Committee.

#### **6. Honorarium**

- (a) The Board shall be paid an honorarium in accordance with the Institute's policy.
- (b) The Board shall submit proposals for any increase in the honorarium to the Annual General Meeting of the Members for approval.

#### **7. Board Authority to Borrow**

The Members shall vote to authorize the Institute to borrow funds.

### **BY-LAW 12: AUDIT**

#### **1. Frequency**

The books of the Institute shall be audited at least once a year by the auditor appointed by the Finance and Audit Committee.

#### **2. Appointment and Removal of Auditor**

- (a) The Audit and Finance Committee shall appoint the auditor for a one-year term.
- (b) Once an auditor has been engaged, they cannot be removed prior to the end of their term without the approval of the Members at an Annual General Meeting or a Special Meeting.

#### **3. Auditor Responsibilities**

- (a) The auditor shall carry out an audit of the financial statements of the Institute and report thereon to the Audit and Finance Committee who shall, in turn present the report to the Board for the Board's approval.

- (b) The auditor shall have access to all books, records, accounts and vouchers and shall be entitled to receive from the Institute, and the Board shall ensure they are provided, any explanations or additional information or materials they may require for the purpose of their audit.

#### **4. Auditor Report**

- (a) The auditor's report shall be distributed to the Members within thirty (30) days of its acceptance by the Board and Audit and Finance Committee.
- (b) The auditor's report shall be considered accepted thirty (30) days after its distribution to Members, absent a petition of at least fifteen (15) Members to call a Special General Meeting to discuss its findings.
- (c) The auditor's report shall be tabled at the Annual General Meeting.
- (d) The auditor will present the audited financial statements at the Annual General Meeting.

#### **BY-LAW 13: CHANGE OF BY-LAWS**

Any By-law may be amended or repealed by at least a 75% affirmative vote of the entire Board. Such change shall not be implemented prior to the following:

- (a) notice of the By-law changes being given to the Members;
- (b) no petition has been presented to the Executive Director by fifteen (15) members to call a Special Meeting (to oppose a change); and
- (c) forty-five (45) days has expired since the provision of notice to the Members above.

In any event, such changes to the Institute By-laws will be reported at the next Annual General Meeting.

#### **BY-LAW 14: MEMBER AND DIRECTOR DISCIPLINE**

##### **1. Director Discipline**

- (a) ***Receipt of Allegations / Investigation***

Without limiting the Board's power to discipline Members for Member wrongdoing as set out in Section 2 below, the Board shall have the power to receive and investigate allegations of Director wrongdoing and to evaluate a Director's performance on the Board provided that all matters involving an offending Director must be handled: (a) with appropriate regard to protecting the Director's personal and confidential information; (b) ensuring procedural fairness is followed in the decision-making process; and (c) in a way that minimizes the potential impact on the individual's reputation.

(b) ***Offer to Resign***

If, as a result of an investigation, the Board has concluded the Director has committed wrongdoing, or that the performance failures warrant removal from the Board, the offending Director shall be provided with an opportunity to resign.

(c) ***Discipline***

Where the offending Director refuses the offer to resign from the Board, the Board may impose appropriate disciplinary action, including suspension or removal, on a Director by a two-thirds (2/3) majority vote of the Directors.

(d) ***Absence from Regular Board Meetings***

Any Board member, who is absent from any three (3) regular meetings or any two (2) consecutive regular meetings of the Board in any one (1) year shall have his or her membership status reviewed by the Board and may be subject to the discipline process set out in this By-law.

(e) ***Suspension***

The Board has the power to temporarily suspend from office any Director who is alleged to have committed a wrongdoing or whose performance is deficient pending resolution of the matter pursuant to this By-law.

(f) ***Removal***

The Board shall, upon a resolution being passed by two-thirds (2/3) of the Directors, or upon the receipt of a petition signed by ten percent (10%) of the Members, call a Special Meeting to vote on the removal of a Director.

If the Special Meeting is being held as a result of the receipt of a petition of the Members, the Special Meeting shall not be held earlier than thirty (30) days and not later than sixty (60) days from the date of receipt of the petition.

The Members entitled to vote at a meeting may, by resolution passed by at least two-thirds (2/3) of the votes cast at a Special Meeting or an Annual General Meeting, of which notice specifying the intention to pass the resolution has been given, remove any Director before the expiration of his or her term of office. The vacancy so created by the removal of said Director shall be filled in the manner prescribed for filling vacancies in By-Law 6.4 (Vacancies).

(g) ***Automatic Removal – Assuming Temporary or Permanent Position Outside of a Unit***

Any Board member who assumes a temporary or permanent position outside of a

Unit shall be automatically removed from office.

## 2. Member Discipline

### (a) *Receipt of Allegations / Investigation*

The Board shall have the power to receive and investigate allegations of Member wrongdoing provided that all matters involving an offending Member must be handled: (a) with appropriate regard to protecting the Member's personal and confidential information; (b) ensuring procedural fairness is followed in the decision-making process; and (c) in a way that minimizes the potential impact on the individual's reputation.

### (b) *Discipline*

Any Member who the Board determines is guilty of conduct detrimental to the advancement of the purposes of, or reflecting discredit upon, the Institute shall be subject to expulsion, suspension, fine or reprimand. For greater certainty, but not so as to restrict the generality thereof, conduct detrimental to the advancement of the purposes of, or reflecting discredit upon, the Institute includes:

- i. violating any provision of the By-laws of the Institute;
- ii. engaging in any activity or course of conduct contrary or detrimental to the welfare or best interests of the Institute or the Membership;
- iii. engaging in dual unionism or in a secessionist movement which has, for its purpose, the fostering of a rival organization;
- iv. urging, advocating, or commencing legal action against the Institute without first exhausting all available extra-judicial remedies;
- v. obtaining membership through fraudulent means or by misrepresentation, either on the part of the member or another;
- vi. revealing information about the affairs of the Institute to a person or persons not entitled to such information;
- vii. causing or advocating a stoppage of work because of any alleged grievance or dispute in violation of any existing collective agreement;
- viii. wilfully circulating false or defamatory statements or reports concerning the Institute, its members, or the activities thereof;
- ix. bringing false charges under this Article without reasonable grounds for believing such charges to be true;
- x. wilfully engaging in any acts or course of conduct which are inconsistent with the collective bargaining process or which constitute a breach of an existing collective agreement;
- xi. fraudulently receiving money due to the Institute;
- xii. deliberately interfering with a representative of the Institute in the discharge of his or her duties;

- xiii. violating policies regarding fair and proper conduct of elections;
- xiv. while holding a position in office, failing to perform his or her obligations in good faith and fair representation;
- xv. harassing or discriminating against another member.

(c) *Automatic Expulsion*

Notwithstanding this By-law, any Member who is in arrears in the payment of dues, assessments, or fines for a period of ninety (90) days shall be automatically expelled from the Institute and shall not be readmitted except upon payment of said unpaid dues, assessments or fines.

(d) *Status of Expelled Member*

An expelled or suspended Member shall be deemed not to be a Member in good standing and shall not be eligible to attend meetings, to hold office, or to be a candidate for office but a suspension from the Institute shall not affect the rights a Member is legally entitled to as a member of a bargaining unit represented by the Institute.

## **BY-LAW 15: DIRECTOR AND OFFICER LIABILITY**

### **1. Director and Officer Indemnification**

Every Director and Officer of the Institute shall be indemnified and saved harmless out of the funds of the Institute, from and against:

- (a) all costs, charges, and expenses whatsoever which such person sustains or incurs in or about any action, suit or proceeding that is brought, commenced or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or her in or about the execution of the duties of the office or in respect of any such liability; and
- (b) all other costs, charges, and expenses which the person sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges, or expenses occasioned by the person's own wilful neglect or default.

### **2. Limitation of Liability**

No Director or Officer shall be liable for the acts, receipts, neglects, or defaults of any other Director or Officer or employee or for joining in any receipt or act for conformity or for any loss, damage, or expense happening to the Institution through the insufficiency or deficiency of title to any property acquired by the Institution or for or on behalf of the Institute or for the insufficiency of any security in or upon which any of the money of or belonging to the Institute shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or association with

whom or which any monies, securities or effects shall be lodged or deposited or for any other loss, damage or misfortune whatsoever which may happen in the execution of the duties of the respective office or trust in relation thereto unless the same shall happen by or through the person's own wrongful and wilful act or through the person's own wrongful or wilful neglect or default.

### **3. Director and Officer Insurance**

The Institute may purchase and maintain insurance for the benefit of the Directors and Officers against any liability incurred by the individual:

- (a) in the individual's capacity as a Director or an Officer of the Institute; or
- (b) in the individual's capacity as a Director or an Officer, or in a similar capacity, of another entity, if the individual acts or acted in that capacity at the Institute's request.

### **BY-LAW 16: RULES OF ORDER FOR MEETINGS**

The rules contained in the latest revised edition of Roberts Rules of Order shall govern the meetings of the Board and Members of the Institute in the cases to which they are applicable and in which they are not inconsistent with these By-laws or with any special rules the Institute may adopt.

### **BY-LAW 17: COLLECTIVE BARGAINING**

1. At least six months prior to the expiry of a collective agreement, the Board shall appoint one of its Members from the relevant bargaining unit to be the Chairperson of the Negotiating Committee. The term of the Member so appointed should continue into the period of negotiations.
2. The Chairperson will recruit members of the bargain unit for the Negotiating Committee who will be appointed by the Board. The Chairperson will chair meetings of the Committee and report on the status of negotiations at the regular meetings of the Board.
3. The role of the Negotiating Committee is to attend meetings of the Committee and negotiations with the Employer, contribute their knowledge of the workplace to the Committee's deliberations, work in good faith to represent the interests of all bargaining unit members, work collaboratively with CIPP's staff to develop the negotiating proposals and strategy, promote the work of the Committee in the workplace, and keep all information, communication, and deliberations of the Committee confidential.
4. The Executive Director, or their designate, will be the spokesperson for the Negotiating Committee, sign the tentative agreement on behalf of the Institute, and generally act as the Institute's agent throughout the collective bargaining process up to and including arbitration.
5. The membership of the bargaining unit will be given an opportunity to provide input into

the development of the proposals to be put forward for collective bargaining.

6. Where a tentative agreement is reached, it will be ratified by the members of the bargaining unit in accordance with the requirements of the applicable labour relations statute. Proxy voting will not be permitted.

#### **BY-LAW 18: LANGUAGES**

1. All meeting notices, Annual Reports, and CIPP general Member communication shall be distributed in English and French.
2. The text of any By-law, resolution, or other written instrument shall be valid in either language, provided that, in the event of a difference of interpretation or meaning between the language of the French and English texts, the meaning in the language of the text of origin shall govern.

#### **BY-LAW 19: OMERS**

A **By-Law** to authorize participation in the OMERS primary pension plan (“**Primary Plan**”), and the retirement compensation arrangement that provides benefits for members and former members of the Primary Plan (“**RCA**”), in respect of the employees of Civic Institute of Professional Personnel identified herein.

Whereas pursuant to subsection 6(1) of the Primary Plan an employer who is eligible under the *Ontario Municipal Employees Retirement System Act, 2006* (“**OMERS Act, 2006**”) to participate in the Primary Plan and the RCA may, by By-Law/Resolution or resolution, participate in the Primary Plan and the RCA and pay to the funds for the Primary Plan and the RCA the total of the employer and member contributions, and has all of the powers necessary and incidental thereto.

Therefore, the Board of Directors of the Civic Institute of Professional Personnel (CIPP) enacts as follows:

1. The Employer shall participate in the Primary Plan and the RCA in respect of each person who is employed by the Employer and who is eligible to be a member of the Primary Plan and the RCA under subsection 5(3) of the OMERS Act, 2006, as amended from time to time, (“**Employee**”) as of the first day of January, 2012 and authorizes the Executive Director to submit forthwith a certified copy of this **By-Law** to the OMERS Administration Corporation (“**AC**”).
2. An Employee who is employed on a continuous full-time basis (“**CFT Employee**”), as defined in subsection 9(1) of the Primary Plan, as amended from time to time, and who commenced employment with the Employer before the Effective Date is entitled to become a member of the Primary Plan and the RCA on the first day of the month following the month in which the CFT Employee’s application is received by the AC, provided that the AC may, at the request of the Employer, fix an earlier date on which the CFT Employee becomes a member but not before the date on which the CFT Employee became entitled to be a

member or the first day of January in the year in which the application is received by the AC, whichever is the later date.

3. Every person who becomes a CFT Employee on or after the Effective Date shall, as a condition of employment, become a member of the Primary Plan and the RCA, or if such person is already a member, resume contributions to the Primary Plan and the RCA on the date so employed.
4. An Employee who is employed on other than a continuous full-time basis (“**OTCFT Employee**”) and meets the eligibility criteria in subsection 9(6) of the Primary Plan, as amended from time to time, is entitled to become a member of the Primary Plan and the RCA on the first day of the month following the month in which the OTCFT Employee’s application is received by the AC, provided that the AC may, at the request of the Employer, fix an earlier date on which the OTCFT Employee becomes a member but not before the date on which the OTCFT Employee became entitled to be a member or the first day of January in the year in which the application is received by the AC, whichever is the later date.
5. Any person who holds a senior management position with the Employer (“**Senior Management Official**”), as the Employer may designate from time to time, is hereby authorized on behalf of the Employer to take all such action and execute all such documents, certificates and agreements, as they may consider necessary to give effect to the provisions of this By-Law and to fulfill the Employer’s duties and obligations with respect to the Primary Plan and the RCA, as required from time to time.

**BY-LAW 20: OMERS-MANDATORY ENROLMENT FOR CIPP STAFF**

A By-law to provide for mandatory membership in the OMERS primary pension plan (“**Primary Plan**”), and the retirement compensation arrangement that provides benefits for members and former members of the Primary Plan (“**RCA**”), in respect of the employees identified herein.

Whereas pursuant to subsection 6(1) of the Primary Plan an employer who is eligible under the Ontario Municipal Employees Retirement System Act, 2006 (“**OMERS Act, 2006**”) to participate in the Primary Plan and the RCA may, by by-law or resolution, participate in the Primary Plan and the RCA and pay to the funds for the Primary Plan and the RCA the total of the employer and member contributions, and has all of the powers necessary and incidental thereto.

And whereas the Civic Institute of Professional Personnel (“**Employer**”) enacted By-law 19 (OMERS-Mandatory enrolment for CIPP Staff) and elected to participate in the Primary Plan and the RCA.

And whereas the Employer established mandatory enrolment for all part-time employees.

And whereas it is deemed desirable to clarify the conditions for membership in the Primary Plan and the RCA for Specified OTCFT Employees (as defined below).

Therefore the Board of Directors of the Employer enacts as follows:

1. Effective as of the first day of January 2013 (“**OTCFT Effective Date**”), the Employer approves mandatory memberships in the Primary Plan and the RCA for each person who is employed by the Employer on other than a continuous full-time basis (“**OTCFT Employee**”) who is employed in the following class(es) (“**Specified OTCFT Employees**”): All permanent part-time employees

2. A Specified OTCFT Employee who commenced employment before the OTCFT Effective Date is entitled to become a member of the Primary Plan and the RCA on the first day of the month following the month in which the Specified OTCFT Employee’s application is received by the AC, provided that the AC may, at the request of the Employer, fix an earlier date on which the Specified OTCFT Employee becomes a member but not before the date on which the Specified OTCFT Employee became entitled to be a member or the first day of January in the year in which the application is received by the AC, whichever is the later date.

3. Every person who becomes a Specified OTCFT Employee on or after the OTCFT Effective Date shall, as a condition of employment, become a member of the Primary Plan and the RCA, or if such person is already a member, resume contributions to the Primary Plan and the RCA on the date so employed.

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