

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA



PORT MELLON LOCAL #1119 BY-LAWS

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ARTICLE I
NAME AND JURISDICTION

Section 1

This organization shall be known as Communications, Energy and Paperworkers Union of Canada, Port Mellon, Local 1119 (hereinafter called the "Local").

Section 2

This Local has been established and exists by virtue of a Charter issued to it by the Communications, Energy and Paperworkers Union of Canada (hereinafter called the "National Union") pursuant to the Constitution of the National Union.

Section 3

The jurisdiction of Local 1119 includes all members employed at Howe Sound Pulp & Paper Limited Partnership at Port Mellon.

ARTICLE II
AIMS AND OBJECTS

Section 1

The purpose and objects of this Local chartered by the National Union, are to unite all workers within its jurisdiction for the following purposes:

- a) To improve their wages and hours of work, to increase their job security and to better their working conditions.
- b) To advance their economic, social, political and cultural interests. To disseminate information among workers regarding economic, social, political and other matters affecting their lives and welfare.
- c) To defend and extend their civil liberties.
- d) To establish peaceful and harmonious relations between its members and their Employers.
- e) To work to assure full employment.
- f) To protect and strengthen this national Union and to keep it free from any and all corrupt and subversive influences.
- g) To promote and support democracy and free trade unionism.

- h) To give assistance and encouragement to organizations in organizing workers and to engage in such activities as may be necessary or proper to strengthen the labour movement and to extend the process of collective bargaining throughout all trades and industries.
- i) To use all other appropriate means for the accomplishment of the foregoing objects.
- j) To protect and aid our distressed and sick members.
- k) To make our card and seal a certificate of fraternity, efficiency, and reliability.
- l) To advance and foster the knowledge and spirit of unionism in the minds of our members, to urge co-operation of our members.

Section 2

This Local shall endeavor to accomplish the foregoing purposes by organizing the unorganized workers within its jurisdiction, educating its membership, securing progressive legislation, negotiating collective bargaining agreements with Employers, and by all other appropriate means within the National Union.

ARTICLE III

MEETINGS

Section 1

The local meeting is the highest authority of the Local Union. All Officers, the Executive Board, and all other Committees of the Local are accountable to the membership of the Local and are subject to membership approval at local meetings except as may be otherwise provided.

Section 2

The Local shall normally meet on the fourth (4th) Tuesday of each month, or as determined by the Executive Board. Notice of the meeting shall be posted seven (7) days in advance, stating time and place.

Section 3

The President may call a special meeting of the Local. The President shall call a special meeting at the request of the Executive Board or on the written request of twenty (20) members in good standing stating the purpose of this meeting. Notice of the special meeting shall be given to the members. The notice shall include the date, time and place of the meeting and state the purpose for which the meeting was called. No business other than for which the meeting was called may be transacted.

Section 4

A quorum for the purpose of transacting any business by the Local shall consist of not less than twenty (20) members present in person at any regular or special meeting. Immediately after the Chairperson has called the meeting to order, he/she will ask for the attendance book to determine

the quorum. If there is no quorum, the Chair will ask whether anyone present objects to continuing with the meeting. If anyone objects, the meeting will be adjourned.

A majority of the Executive Board may constitute a quorum in the event of pressing business at a general meeting following a general meeting adjourned due to lack of a quorum. No action of any meeting shall be invalid for lack of a quorum.

A regular meeting may transact any and all business coming before it without prior notice of the business to be transacted at such meeting, except as otherwise specifically provided by the By-Laws.

Unless otherwise specifically provided by the By-Laws, all decisions of a local meeting shall be by a majority of the membership voting. Members shall signify their vote by a show of hands.

Section 5

A Gate vote will only be required for the electing of officers (except Area Representatives), electing of Wage Delegates, and electing of delegates and alternates to the National Convention.

The Gate vote will take place on the same day as voting at the union office and at the general meeting. The poll hours and location of each will be posted along with the regular meeting notice.

Section 6

The General Meetings for the months of June, July and August shall be held at the discretionary judgment of the president and the executive of the local.

Section 7

The rules of order not specifically covered by these By-Laws or the Constitution of the National Union shall be in accordance with Bourinots Rules of Order.

Section 8

The order of business at the regular meeting shall be:

- 1) Opening ceremonies and introductions.
- 2) Receiving applications for membership.
- 3) Initiation of new members.
- 4) Reading of unapproved minutes.
- 5) Reading of correspondence.
- 6) Reports from all active committees.

- 7) Old Business.
- 8) New Business.
- 9) Adjournment.

Section 9

Any member wishing to leave during a meeting shall ask and receive the permission of the Presiding Officer to do so.

ARTICLE IV

OFFICERS

Section 1

The Officers of this Local shall be a President, two (2) Vice-Presidents, Recording and Corresponding Secretary, Financial Secretary-Treasurer, two (2) Guards, three (3) Trustees, Chief Shop Steward, and up to ten (10) Area Representatives.

Section 2: Nominations and Elections

All Officers shall be elected every year except for position of Trustees where one will be elected each year for a three-year term. This election of officers to be held at the November meeting except area representatives who will be elected from within each area prior to the December regular general meeting. The Trustees will determine the election date for the election of the Area Reps.

Nominations for all officers except area representatives shall be made at the two (2) meetings preceding elections. The first call for nominations will be at the September General Meeting. No nominee shall be placed on the ballot unless he/she signified his/her acceptance of the nomination either in person or by written notification. Nominations will also be accepted in writing, signed by a nominator and accepted by the nominee, up to two weeks before the election date. Nominees for area representative will have until seven (7) days following the November elections to accept the nomination and be placed on the ballot. Only votes for candidates duly nominated and properly noted on the ballot shall be counted. There shall be no proxy, write-in or sticker voting. No member may be a candidate for more than one office.

Section 3: Eligibility

No member shall be eligible for election to any office of this Local, or as a delegate unless he/she has been a member in good standing in this Local continuously for one year immediately preceding the first call for election or appointment. He/she must have attended a minimum of two (2) regular general meetings, during the period one year immediately preceding the first call for election or appointment. General Meetings only shall be considered qualifying meetings for the purpose of election.

Section 4: Terms of Office

All Officers shall hold office until their successors are elected and installed. Installation of Officers shall be held at the December General Meeting. The oath of office shall be the following:

Do you solemnly affirm to faithfully execute the office to which you have been elected, and will, to the best of your ability preserve, protect and defend the Constitution of the Communications, Energy and Paperworkers Union of Canada, and upon completion of your term of office, deliver to your successor all Union books, papers and property that may be in your possession?

The outgoing Officers shall immediately turn over all papers, money, rights, titles, chattels, books, records, property and assets belonging to the Local to their successor or to the President of the Local.

Section 5: Vacancies

Whenever elective positions shall become vacant for any cause, the President shall have the right to order an election or appoint someone to fill this vacancy, except in the case of a vacancy of the President's office, where the following Section 8 shall apply. Appointments are subject to approval of the first General Meeting following such appointments. However, if the General Meeting wishes an election, this shall be so ordered by a majority vote of the meeting.

If an election is required, the nominations for the position will be held before the close of the meeting and will also be accepted by the Trustees up to two weeks before the election date, in writing as per the annual elections. The election will be held at the next general meeting. Any Officer may be nominated to fill such vacancies, and it is not necessary that he/she resign his/her office, however, should he/she be elected, his/her first office shall automatically become vacant. If there is no qualified candidate for election, an appointee will be nominated and approved at the next General meeting. Trustees and signing officers must be elected.

Section 6: Duties of the President

The President shall:

- a) Be first delegate to all Conventions and Wage Negotiations;
- b) Preside at all meetings of the Local Union and its Executive Board;
- c) Sign cheques or other authorization for the withdrawal of the funds of the Local Union;
- d) Appoint and be an Ex Officio member of all Local Union Committees, unless the Local Union shall provide otherwise, and subject to the approval of the Local Union Executive Board;
- e) Enforce the National Constitution, Local By-Laws and all Union rules and regulations.

The President shall be permitted to take off from his/her job up to four (4) days per month and such additional time as may be required.

Section 7: Duties of the Past President

The past president shall cause an orderly transfer of the presidency to the incumbent president.

He/she shall fulfill an advisory roll to the new executive for one year following his last term as President. He/she will offer guidance and insights from the previous executive.

He/she shall have no vote at the executive meetings.

Section 8: Duties of the 1st Vice-President

The 1st Vice-President shall assist the President in the performance of his/her duties.

He/she shall act for the President in his/her absence and, in the event of a vacancy in the office of President, shall succeed to the office of President for the unexpired term.

The 1st Vice-President shall automatically be a delegate to the CEP National Convention to which this Local is entitled to send delegates. Other delegates will be selected in accordance with these by-laws.

Section 9: Duties of the 2nd Vice-President

The 2nd Vice-President shall assist the 1st Vice-President in the performance of his/her duties.

He/she shall act for the 1st Vice-President in his/her absence.

Section 10: Duties of the Recording and Corresponding Secretary

The Recording and Corresponding Secretary shall:

- a) Keep correct minutes of all meetings of the Local Union and its Executive Board;
- b) Conduct all correspondence of the Local Union;
- c) Receive and read all correspondence addressed to the Local Union and keep such correspondence on file;
- d) Maintain the membership lists, both active members and retirees;
- e) Have charge of the seal of the Local Union, which he/she shall ensure is used only as authorized and shall attach the same to all documents requiring authentication;
- f) Act as Office Manager.

The Recording and Corresponding Secretary shall be paid an honorarium of twelve (12) hours at his/her card rate per month.

Section 11: Duties of the Financial Secretary-Treasurer

The Financial Secretary-Treasurer shall:

- a) Collect all monies paid to the Local Union, including membership dues, fines, assessments, and all other securities, funds and other valuables of the Local Union;

- b) Deposit the same in the name of the Local Union in such bank or banks as the Local Executive Board may direct;
- c) Keep true and accurate accounts of all his/her transactions;
- d) Make reports thereof to the Executive Board;
- e) Countersign all cheques or other authorizations for removal of the funds of the Local;
- f) Maintain the records of the Local's credit card and verify the appropriate use thereof;
- g) Keep a record of the names and addresses of all members of the Local and their status;
- h) Submit a written report of the finances and the membership of the Local to the National Union in such a manner at such times as the National President or Secretary-Treasurer may require;
- i) Make all of his/hers books and records available for examination and audit by the Local's Trustees and on demand of the National President.

The Financial Secretary-Treasurer shall be paid an honorarium of sixteen (16) hours at his/her card rate per month.

Section 12: Duties of the Chief Shop Steward

The Chief Shop Steward shall:

- a) Be responsible for the organizing of Shop Steward elections each year;
- b) Assist the 1st Vice-President where applicable;
- c) Shall, in the absence of the 2nd Vice-President, act on his/her behalf;
- d) Be responsible for the collection of information from the Area Representatives.

Section 13: Duties of the Guards

The Guards shall:

- a) Attend the meetings of the Local and the Executive Board;
- b) Guard the door;
- c) Maintain the attendance/sign-in book and ensure it is available to the Trustees for elections;
- d) See that all persons present are qualified to remain at the meetings;
- e) Preserve order and decorum, and perform such other duties as are usual to the office.

Section 14: Duties of the Trustees

The Trustees shall examine and audit the books and records of the Local at least every three (3) months and shall submit a written report on each audit to the Local and to the National Secretary-Treasurer in such a manner and at such times as the National Secretary-Treasurer may require and have such further powers and duties as may be provided by the Local's By-laws.

The Trustees shall conduct all elections of the Local.

The Trustees shall maintain and update the Policy Manual of the Local.

Section 15: Area Representatives

Nominations for Area Representatives shall be at the same time as nominations of the Executive Board.

Area Representatives will be elected from within each area prior to the December Regular General meeting.

Area Representatives will assist the Chief Shop Steward where applicable and shall be responsible for the collection of information from Department Shop Stewards.

Each Area Representative will have a defined proxy(s) of members to represent.

ARTICLE V

EXECUTIVE BOARD

Section 1

There shall be an Executive Board consisting of the Officers of the Local.

Section 2

The Executive Board shall be the highest governing authority within the Local between meetings of the Local and shall exercise general supervision over its business and affairs. It shall have power, subject to the approval of the Local and the provisions of the National Union Constitution, to invest the funds and properties of the Local, to authorize the expenditures of the Local or the use of the property of the Local to give effect to any of its objects and to pledge any property or securities of the Local as security therefore, and to buy, sell, exchange, rent, lease, or otherwise acquire or dispose of real or personal property.

Section 3

The Executive Board shall have such powers as are necessary and appropriate to give effect to the purposes of the Local.

If, in the opinion of the Executive Board and / or the President a need for funds is of an emergent nature, the Board and / or the President may divert up to a maximum of five hundred (500) Dollars.

It shall present a report of its activities to each meeting of the Local for its approval.

Section 4

All requests for contributions or donations to individuals or organizations shall first be submitted to the Executive Board for its consideration and recommendation. If a request cannot be reviewed by the Executive Board first, it can still be brought to the general membership at the next meeting for their consideration and disposition. Requests for financial aid from a Local of the National shall first be sanctioned by the National President before consideration shall be given.

Section 5

It shall be the duty of the Executive Board to cause the provisions of the National Union Constitution, and the By-Laws, rules and regulations of this Local to be faithfully executed; and to preserve, promote and safeguard the best interests and general welfare of the Communications, Energy and Paperworkers Union of Canada, this Local and its members.

The Executive Board may adopt such rules and regulations not in conflict with the national Union Constitution and these By-Laws, as it may deem necessary and advisable.

Section 6

The Executive Board shall meet at least once a month, at such times and places as it shall determine.

Special Meetings of the Executive Board may be called at any time by the President or by three (3) members of the Board upon verbal or written notice to the Executive Board members of the time and place of the meeting and of the business to be transacted thereat.

Seven (7) members of the Executive Board shall constitute a quorum for the transaction of any business.

Section 7

If a shift worker is serving on the executive and is scheduled to work when a meeting is scheduled for the executive, then the local will endeavor to have the executive member relieved from work for the duration of the meeting.

Section 8

Any officer, who is absent three (3) successive Executive or General Meetings, without reasonable excuse, may be suspended from office.

Section 9

Any Executive member, who applies for a position with the Company or its affiliates, where union membership is excluded, must excuse him/herself from all the responsibilities of his/her position on the Executive, until such application is concluded or withdrawn.

ARTICLE VI
SHOP STEWARDS

Section 1

There shall be representatives of the Local in each department; they shall be known as Shop Stewards.

The Stewards shall be elected by the members in a department from among their number. In the event that such members cannot agree upon a Steward within seven (7) days after a vacancy occurs, the Chief Shop Steward shall select a Steward to represent a department; this selection to be ratified by the Executive Board.

No member may be elected Shop Steward unless he/she is in good standing.

The duties of Shop Stewards shall be to promote the general welfare of the members of the Local, in the department they represent in particular, and the membership of the Local in general. They shall endeavor at all times that the good name of organized labour will be maintained to its fullest extent.

The Shop Steward shall see that there is no breach of the Labour Agreement in his/her department as signed by the Local and the Company. He/she shall report any such violation to the Area Representative or Chief Shop Steward.

He/she shall have a copy of the Constitution, By-laws, Company Rules and Standard Labour Agreement and Local Supplemental Agreement.

The Shop Steward shall interview and sign up a new employee. He shall ensure that the new employee is familiar with the rules of the Local and knows when to attend the General Meeting to be sworn in.

He/she shall hear all grievances, whether real or fancied, of the members. When a grievance can be adjusted by the Department Supervisor, the Shop Steward, together with the member, shall place the matter before the Supervisor. Should the Supervisor fail or refuse to adjust the claim with satisfaction, it shall be placed before the Area Representative or the Chief Shop Steward.

Shop Stewards shall be elected for a yearly term in January of each year on a department basis.

Any Shop Steward who is absent three (3) successive General Meetings without reasonable excuse may be suspended from the position of Shop Steward.

ARTICLE VII

COMMITTEES

Section 1

Committees shall be appointed by the President subject to the ratification of the Executive Board and the General Meeting.

Section 2

Should a member of any Committee fail to perform his/her duties, he/she can be reported to the Executive Board, who shall have the power to suspend the member from the Committee and appoint a new member in his/her place, subject to ratification of a General Meeting.

Section 3

The President shall be a member Ex Officio of all Committees.

Section 4

Standing Committee:

A Committee consisting of a Chairperson and appropriate members. This is a complaint and grievance committee, relating to local conditions and interpretations of our Labour Agreement, relative statutes, government regulations, or any other Agreements negotiated by this Local.

Safety and Occupational Health Committee:

A Committee consisting of a Chairperson and appropriate members as required, and their duties are to promote and encourage safety consciousness among the members.

Construction Committee:

A Committee consisting of a Chairperson and appropriate trades representatives.

Apprenticeship Committee:

A Committee consisting of a Chairperson and trades representatives as required. Their duties are to assist and develop proper apprenticeship programs.

Job Evaluation:

A Committee consisting of a Chairperson and appropriate members. Their duties are to pursue the Evaluation of all jobs covered by the Job Evaluation Plan, to achieve the highest level of wages for all members of the Local.

Health & Welfare Committee:

A Committee consisting of a Chairperson and appropriate members. Their duties are to aid and assist the members of the Local with various benefit programs provided by the Collective Agreement and Government Legislation.

Election Committee:

Trustees shall conduct all elections of the Local as per Article IV, Section 14 of the by-laws and abide by Article VIII, Conduct of Elections. Other Committees shall be formed at the discretion of the Executive Board.

ARTICLE VIII

CONDUCT OF ELECTIONS

There will be five (5) Wage Delegates, four (4) of whom will be by election. The president will be automatically named as a delegate. Two delegates will be elected at the mid-point of the term of the agreement. Their term will be to the mid-point of the following agreement. The other two delegates will be elected one (1) year before the contract expires. Their term will be until one (1) year before the subsequent contract expires.

The delegates and alternate for the National Conventions are to be elected at the call of the Convention. The President and 1st Vice-President shall automatically be delegates. Nominations will be held for the remaining delegates at the March and April meetings with the election held in May of the Convention year - unless it is known that the Convention will be held at an earlier date.

The names of all nominees for office or delegate, after completion of nominations, shall be listed on a nomination sheet. The Trustees will then interview the nominees who will indicate their willingness to accept or reject the nomination.

Names of eligible nominees shall be posted seven (7) days previous to election date.

The ballot for each position or office of the Local shall be printed on a separate sheet and all nominees shall be placed on the ballot alphabetically.

The ballot box shall be inspected, locked & sealed in the presence of the three Trustees before the polls open.

Voting shall be by secret ballot referendum at a General or Special Membership Meeting or at the Local Union office conducted by the Trustees. Candidates receiving the largest number of votes cast shall be declared elected. Alternate delegate(s) shall be the unsuccessful member(s) receiving the highest number of votes.

The Trustees shall keep the ballot open at the place of the Regular or Special General Meeting or at the Local Union office on the same day as the election for such times required to allow all members of the Local reasonable time to cast their ballot.

To cast his/her vote in any election or referendum ballot, a member must have been initiated into the Union and is a fully paid up member in good standing.

Counting of the ballots must be conducted within thirty-six (36) hours of the completion of balloting.

The results of the said counting shall be posted on the main bulletin board within twenty-four (24) hours of the completion of the counting of the ballots.

Counting of the ballots shall be supervised by the Trustees; an alternate to be appointed by the President if a Trustee is named on the ballot.

Candidates on the ballot shall be allowed a scrutineer during conducting of the poll and the counting of the ballots.

Should there be a tie vote in any election, the Local must follow the procedures established in articles 14.04.04 and 14.04.05 of the CEP National Constitution.

Elected delegates shall remain the representatives of the Local until new delegates are elected as long as they are members in good standing.

ARTICLE IX

EXPENSES AND LOST TIME

Section 1

Should the Local require any of its members to transact any of its business necessitating loss of time or loss of time off from work, such members shall be paid their regular working rate. Members who volunteer for Conventions, Conferences, BC Provincial Council, Training, Winter School, Seminars will not be reimbursed for equivalent time off for work performed or travel time on the member's day(s) off. Members who are required through committees or Wage Delegates, upon request, will have equivalent time off applied for, work performed on the members days off.

All payments for lost time shall be authorized by the President, at his discretion, with approval of the Executive Board.

Section 2

Should the occasion arise for any member of the Local to transact Union business out of town, he/she shall have his/her accommodation paid and receive a per diem, which adheres to rates as determined by the National Constitution.

Section 3

The Local shall pay the travel expense to and from the place where the business is to be transacted the same rate paid to the Rank and File Board members for travel.

Section 4

All reasonable expenses incurred while transacting business on behalf of the Local will be reimbursed upon approval by the President and the Executive Board.

ARTICLE X MEMBERSHIP

Section 1: Eligibility

Any worker within the jurisdiction of this Local shall be eligible to apply for membership in this Local.

No person shall hold membership simultaneously in this Local and another Local of the National Union.

Section 2: Revenue

The initiation fee for new members in the Local is \$35.00.

Each member of this Local shall pay dues:

- a) In an amount equal to the formula requested by the National Union, upon approval at the CEP National Convention, plus
- b) In an amount equal to the formula:
 $0076 \times \text{Hourly Rate} \times \text{All Hours worked in a month.}$

Any member who is ninety (90) days or more in arrears in payment of dues, fines or assessments, shall be subject to summary suspension from all rights and privileges of membership, provided that he/she has been given written notice of such suspension by registered mail, not less than one (1) week prior to the effective date thereof.

A new member must attend a general meeting and be sworn in by the 3rd General Meeting following his/her date of hire. There shall be no excuses accepted barring illness, holidays or continuous afternoon or night shift. Failure to attend will result in a fine of One Hundred Dollars (\$100), and an additional penalty equal to the initiation fee for every 30 days thereafter that he/she is not sworn in.

Any member who has been suspended for non-payment of dues, fines or assessments, may be reinstated upon payment of a reinstatement fee of thirty-five dollars \$35.00, together with a new initiation fee and all dues, fines and/or assessments that had been levied prior to the time of suspension.

Willfully refusing to pay dues or assessments properly established or fines properly imposed or other valid financial obligations to the Union or Local is an offence according to article 17.01.02 of the CEP Constitution. The member has a right to appeal the Local's decision in the manner provided in Article XVII.

Section 3: Obligation

All eligible members, before being admitted to full membership, shall subscribe to the following obligation:

I, (name of individual), pledge my honour to faithfully observe the Constitution and laws of this Union; to comply with all the rules and regulations for the government thereof; not to divulge or make known any private proceedings of this Union; to faithfully perform all the duties assigned to me; that I will not wrong a member, or see him or her wronged, if in my power to prevent; to so conduct myself at all times as not to bring reproach upon my Union, and at all times to bear true and faithful allegiance to the Communications, Energy and Paperworkers Union.

The local membership present:

Your pledge will be remembered.

ARTICLE XI

TRANSFERS AND WITHDRAWALS

Section 1

Any member who is in good standing and has paid his/her dues for the month in which a transfer is requested may transfer his/her membership to another Local of the national Union. Upon application, he/she shall receive a transfer card to the Local to which he/she desires to be transferred, valid for no more than three (3) months as per CEP Constitution Article 5.03.04.

Section 2

Any member who is in good standing and has paid his/her dues for the month in which withdrawal is requested may withdraw from membership upon leaving employment within the jurisdiction of the national Union, and shall receive a withdrawal card as per CEP Constitution Article 5.03.04. Thereafter, the withdrawing member shall lose all rights and privileges of a member of this Local and the National Union and shall be exempt from the payment of further dues and assessments.

A member who has withdrawn may subsequently be reinstated without any break in his/her membership standing and without payment of an initiation fee.

ARTICLE XII

RETIREMENT GIFT

Any member of Local 1119 who is retiring will receive a gift of money equal to \$600.00.

ARTICLE XIII

ASSESSMENTS

The Executive Board of this Local shall have the power to levy a per capita assessment, in addition to dues, upon the members of this Local, provided that the amount and method of payment of such assessment has first been approved by the majority of those voting in a secret ballot among the members in good standing of the Local, either at a Regular or Special meeting. Notice of the proposed assessment shall be given to the members at least seven (7) days before the vote is to be taken.

ARTICLE XIV
DEFENCE FUND

When the need arises, the Executive Board will create a local Defense Fund.

ARTICLE XV
IN MEMORIAM

Section 1

When a member or retiree of the Local dies, the President shall, as the first order of business of the first following meeting, call the Brothers and Sisters to their feet and they will stand with their heads bowed for one (1) minute in respect to their department Brother or Sister; and the Charter shall be draped for thirty (30) days and a wreath may be sent to the funeral or an equivalent amount sent to a family designated fund as a memorial.

Section 2

The Local shall maintain sufficient funds to ensure that the death benefit can be paid when required. If there are insufficient funds when needed, then a temporary dues increase will be imposed to provide the funds needed.

Section 3

The Financial Secretary-Treasurer shall be responsible for the administration of funds, under the provisions herein set down:

- (a) The sum of the benefit will be Two Thousand Dollars (\$2,000), this sum to be paid immediately by the Financial Secretary-Treasurer to the designated beneficiary of the member in good standing.
- (b) The sum of the benefit shall be paid from general revenues.

Section 4

When called upon to do so, the President or his/her authorized agent will make all necessary arrangements for the funeral of the deceased member in good standing who dies without next of kin.

Section 5

Any member who has retired from this Local will be eligible to the Death Benefit, paid to their designated beneficiary. Application for this benefit must be made within ninety (90) calendar days of the date of death of the retired member.

Section 6

A member in good standing shall be eligible for the death benefit for a period of thirty (30) days after ceasing to be a member of the Local.

ARTICLE XVI

BURSARIES

The Local shall maintain three (3) bursaries in the following names in the amount of Five hundred dollars (\$500) each, David Hill, Donald Pearsell, Vern Rottluff. These funds will be for the Chatelech Secondary School. The Local shall also maintain four (4) bursaries in the following names in the amount of Five hundred dollars (\$500) each, David Hill, Donald Pearsell, Vern Rottluff, Merv Messner. These funds will be for the Elphinstone Secondary School. There will also be one (1) five hundred dollar (\$500.00) bursary to be named in honour of Dennis Hazard. This bursary will be for students at Pender Harbour Secondary School.

The Bursary will be for students of Elphinstone, Chatelech or Pender Harbour Secondary Schools who are continuing their education in the vocational or post secondary field.

The students will write an essay on Unions and preference will be given to C.E.P. members' children.

Selection of recipients shall be made by the regular selectors of bursaries at Elphinstone, Chatelech and Pender Harbour Secondary Schools.

There will also be two (2) Five Hundred Dollar (\$500.00) bursaries to be named in honour of Kenneth Barker and Merv Messner, to be awarded to graduates of the Alternative Education Schools on the Sunshine Coast. The selection of the recipients will be made by the regular selectors at the Alternate Schools.

All bursary recipients must be enrolled in an accredited education institution.

ARTICLE XVII
GENERAL RULES

Section 1

Only the President, or such member of the Local as may be authorized, shall give information to the Media concerning Union affairs.

Section 2

The Local will maintain a Policy Manual. It will provide the guidelines for administering the By-laws and all other activities of the Officers and the Local. Any changes or additions must be approved in the same manner as the By-law changes in Art. XX.

Section 3

No member shall achieve a monetary gain as a result of violating any agreement in effect between the Union and the company. This includes but is not restricted to paying out of floating holidays, work stats., supplementary holidays, regular holidays or working unsanctioned overtime over sixteen hours. The interpretation approved by the membership of the Local shall apply. The Local's President or his/her designate can vary the application of this section if circumstances require it.

A penalty equal to the amount of such gain shall be paid to the Local upon verification of the violation and the amount gained.

Section 4

Any member asked to travel or accompany salaried staff on any training, site visit or any other company-sponsored trips, must notify the Executive of the Local prior to the event.

Section 5

No member of the Local shall let their name stand or represent the Local at Conventions, conferences or Union functions if they are in the process of applying for a non-Union position. Fines may be levied at the discretion of the Executive to cover the associated cost of the function. (Functions: meaning provincial Council, CLC School, Specialized Courses paid by the Union, etc., they do not include Xmas Dance, labour Day picnics and these types of socials).

ARTICLE XVIII
DISCIPLINE, TRIALS AND APPEALS

Section 1

Any member, who violates these By-Laws, Rules of the Local, or the National Constitution, may be charged in accordance with Article XVII of the National Constitution.

Section 2

Every member of this Local shall be entitled to a just and impartial trial for any offence of which he/she may be charged, in accordance with Article XVII of the National Constitution.

Section 3

The Local Disciplinary committee must be set up in accordance to articles 17.03.08 and 17.03.09 of the CEP Constitution.

Section 4

In order to enforce the Constitution, By-Laws, Regulations and all Union Rules and Regulations this Local will establish a "Unity Committee" when the need arises. The Committee shall consist of five (5) members, of whom three (3) must be Executive officers. All members of the Committee shall be appointed by the President.

The purpose of the Unity committee is to educate our members on harassment and other issues that create disputes between our members. To mediate conflicts and seek consensus solutions on any such issues that may arise between members of the Local.

The Unity committee must be requested by both parties at the beginning of this process, prior to the start of any mediation.

ARTICLE XIX
CONSTITUTION OF CEP

All the terms and provisions of the Constitution of the national union shall be deemed a part of these By-Laws.

In the event of a conflict between these By-Laws and the provisions of the Constitution of the National Union, the Constitution of the National Union shall prevail.

This Local has no power to make any contract or incur any liability binding upon the National Union, without the written consent of the president of the national Union and the approval of the National Executive Board. The National Union shall not be liable under any contract or for any acts of this Local or its Officers or its members unless they have been authorized in writing to enter into such contract or perform such acts.

ARTICLE XX

BY-LAWS - ADOPTION AND AMENDMENTS

Section 1

These By-Laws shall become effective when ratified by a two-third majority of the members present at a meeting and approved by the National Union President.

Section 2

Any provision of these By-Laws may be modified, amended, or repealed or new By-Laws may be adopted, by the affirmative vote of two-thirds of the members voting on the question, at a Regular Meeting, or a Special Meeting called for that purpose, provided, however, that notice of the proposed amendment, modifications, or repeal has been given to the members at the previous Regular Meeting; and further provided that if an amendment shall alter the amount of the initiation fee or dues, as fixed by Article X of these By-Laws, the vote must be taken by secret ballot and after at least seven (7) days notice of the intention to vote upon the question. This Local has no power to modify, amend, or repeal any of the terms and provisions of the Constitution of the National Union.

Adopted by the membership of Local 1119,
Communications, Energy and Paperworkers Union of Canada on:
November 26, 2006

