

INTRODUCTION

Here is some history of the evolution of our local and by-laws.

The roots of CEP Local 707 go down deep to 1967 when the Great Canadian Oil Sands Employee Bargaining Association was formed to represent the workers at, then, GCOS.

In 1973, we became affiliated with the Canadian Labour Congress and became the McMurray Independent Oil Workers.

In 1987, after a major labour dispute, we officially merged with the Energy and Chemical Workers Union and would become known as MIOW ECWU Local 707.

On November 28, 1992, some 1300 convention delegates voted overwhelmingly to found the **Communications, Energy and Paperworkers Union of Canada**. The 65,000 members of the Canadian Paperworkers Union, the 40,000 members of the Communications and Electrical Workers of Canada and 35,000 members of the Energy and Chemical Workers Union joined forces. About two years later, more than 17,000 media workers from various media unions also joined CEP.

This rare feat of merging well established unions into a new organization was brought about to improve existing services and create new ones.

And thus today over a span of some 30 years of development, here are our By-laws of the Communications, Energy and Paperworkers Union Local 707.

Membership in the CEP means a better quality of life for us all.

(See preamble of CEP Constitution.)

ARTICLE 1 NAME

1.01

This organization shall be the Communications, Energy and Paperworkers Union Local 707 (C.E.P. Local 707) and shall be referred to hereinafter as the same. It will be composed of a number of units. A unit shall be defined as any bargaining group certified by the Board of Industrial Relations of the Province of Alberta and/or Canada Labour Relations Board or any group of employees of any company who are in the process of organization for the purpose of applying for certification by the Board of Industrial Relations and/or Canada Labour Relations Board. Any employee or group of employees as mentioned above may be admitted to the Local Union as a unit by the signing of individual application cards and upon approval by a majority vote of the Executive Board of the Local. New Units in the process of organization may be called into a special meeting by the President of the Local or a designee for the purposes of selecting officers and conducting business as the special meeting may, by majority vote of those present and voting, deem necessary to meet all requirements of the Alberta Labour Act and to function as an organizing unit during the period of organization.

1.01.01

The principal headquarters of CEP Local 707 shall be in the Municipality of Wood Buffalo, in the Province of Alberta.

1.01.02

Wherever this C.E.P. Local 707 By-laws refers to the National Executive Board and the National Constitution it shall mean the National Executive Board and the National Constitution of C.E.P.

ARTICLE 2 OBJECTS

Refer to CEP Constitution.

ARTICLE 3 JURISDICTION

Refer to CEP Constitution.

ARTICLE 4 AFFILIATIONS

Refer to CEP Constitution.

ARTICLE 5 MEMBERSHIP

5.01

Lay-off

5.01.01

Any member who is on temporary lay-off shall remain a member in good standing until such a time, as the lay-off becomes permanent.

5.02

Ineligible

5.02.01

Any Officer, Steward or Area Safety Representative of this Union who accepts a staff position with Suncor, be it temporary or long term, shall automatically resign from being an Officer, Steward or Area Safety Representative.

5.02.02

Shift Safety Representatives who accept opportunities to upgrade to supervisor will renege their position as Shift Safety Representative during the time they are upgrades, this person may return to his/her duties as Shift Representative on his/her return to Bargaining Unit status providing the shift is willing to accept his/her return. In the event a shift was to reject the return of the said person as their Shift Safety Representative, a petition containing the signatures of 20% (twenty percent) of the members of that particular shift, should be presented to the Area Safety Representative who will then make the necessary arrangement for a by-election to be called.

For more on membership, refer to CEP Constitution.

Article 6 Finance

6.01

Local Union Finance

6.01.01

No officer of the Local Union shall have the power to incur indebtedness on its behalf or appropriate any money without authority from these By-laws or from the Local Union.

6.01.02

All Local Union funds shall be deposited in a government insured bank, in the name of the Local Union,

or shall be deposited in a trust company that is federally insured; except that a Local Union may deposit its funds in a federally or provincially chartered credit union.

6.01.03

Local Union may invest surplus funds not required to meet current or reasonably anticipated obligations, subject to approval by its membership.

6.01.04

It shall be the duty and the responsibility of the Secretary-Treasurer to deposit, and keep in a safe deposit box in the name of the Local Union, all securities held by the Local Union, and such securities shall be inspected and accounted for to the membership by the Trustees every ninety (90) days.

6.01.05

Financial obligations to the National Union must be paid before any other obligations are met.

6.01.06

No other money shall be paid from the Local Union Treasury unless approved by a majority vote at a regular meeting of the Local, except that the Local Union Executive Board may approve and enter into the minutes authorization to pay routine bills which regularly recur in routine operations of the Local's business.

6.01.07

Upon the approval of the Membership of the Local Union, a fund not exceeding Six Thousand (\$6,000.00) Dollars may be established for the support of minor sports. No single allocation from the fund shall exceed the sum of Five Hundred (\$500.00) Dollars. Each such allocation shall be subject to the approval of the Local Executive Board or Executive Officers and shall be reported to the membership at the next following local membership meeting.

6.01.08

The fiscal year of this Local Union shall begin on October 1st and shall end on September 30th of the following year.

6.01.09

If the Local Union requires any of its officers or members to transact any Union business, such officers or members shall be reimbursed for any necessary expenses, including all wages lost for time spent on Union business and including lost potential or actual opportunities for overtime and Day Care. All reimbursements will be subject to the approval of the Local Executive Board.

6.01.10

The President of a Local Union, in consultation with the Local Executive Officers, shall be empowered to authorize such out of town trips as are deemed necessary for the conduct of Union business.

6.01.11

An officer or member incurring such authorized expenses shall be reimbursed in accordance with the rates set out in this Article.

6.01.12

The President of this Local Union shall be paid an expense allowance of 27¢ (twenty-seven cents) per kilometer for the use of one's personal vehicle on Union business. The amount paid shall not exceed \$400.00 (four hundred dollars) per month.

6.01.12.01

This allowance is the total compensation payable by the Local Union for automobile use. Additional automobile insurance necessary to cover any increase in Union business shall be provided for and paid for by the President who shall have no claim against the Local Union or C.E.P. for any personal liability arising from one's failure to maintain sufficient insurance. The President shall provide proof of adequate insurance coverage at the request of any member of the Local Executive Board.

6.01.12.02

Expenses for out of town trips shall be claimed in accordance with 6.01.15 of this article.

6.01.13

The Secretary-Treasurer of this Local shall be paid an allowance of 27¢ (twenty-seven cents) per kilometer for the use of one's personal vehicle on Union business. This amount shall not exceed \$125.00 (one hundred and twenty-five dollars) per month.

6.01.14

Compensation for all local trips is to be computed at a base allowance of 27¢ (twenty-seven cents) per kilometer, excepting where 6.01.12 and 6.01.13 above are applicable.

6.01.15

A daily allowance of \$55.00 (fifty-five dollars) per day will be paid to any member on Union business while out of town. In addition, any member while on out of town trips for Union business will be reimbursed for any expenses incurred on said business. Receipts are not necessary for the expenditure of daily allowance. However, any claim for reimbursement of extraordinary expenses must be accompanied by receipts and filed on an approved expense claim form. Such claims shall be subject to the approval of the Executive Board.

6.01.16

A member must have prior consent of the Executive Officers to rent a car for use while on out of town business.

6.01.17

A gas mileage allowance of 27¢ (twenty-seven cents) per kilometer computed on a return trip basis shall be paid to any member required to use one's personal automobile for out of town trips.

6.01.18

Should mileage allowances exceed the cost of combined public transportation charges, i.e. airfare and taxi, the President may direct the member or members to travel by public transportation.

6.01.19

The Local shall compensate any member for wages lost due to one's absence from work while attending to Union business except where provided for in 6.01.20 following.

6.01.20

The Local Union will not recognize a claim from any member for lost wages if such claim is based on the provisions in the Collective Agreement covering short changes and shift changes or any other provisions covering penalty payments.

6.01.21

Payment of overtime under the terms and provisions of the Collective Agreement while on Union business must have the authorization of the Local President prior to the member booking off from work.

6.01.22

Any member who is on lay-off in accordance with 5.01.01 above shall not be required to pay union dues.

6.01.23

The monthly dues paid by a member to the Local Union shall be an amount established in accordance with 6.01.24 of local by-laws.

6.01.24

Monthly dues and initiation fees may be changed by majority vote of the members in good standing voting at a general or special membership meeting. Thirty (30) days prior notice of the purpose of such meeting shall be provided to all members.

6.01.25

When finances permit, the "Pipeline" shall be published quarterly.

6.01.26

All donations shall be limited to \$500.00 or as otherwise specified in the By-laws.

ARTICLE 7 GOVERNING AUTHORITY

Refer to CEP Constitution.

ARTICLE 8 MEETINGS AND CONVENTIONS

8.01 Meetings

8.01.01

The Local Union shall hold regular meetings of the membership, except for the months of July, August and December, or as otherwise provided in the Local Union By-Laws. Should the membership require a meeting in July, August or December, it shall be done in accordance with 8.01.02.

8.01.02

A special meeting of the Union may be called by the president or a majority of the Local Union Executive Board or upon request of the National President of the Union or the President's designate or upon the request of 10% of the Local members presented to the Local Union President.

8.01.03

A special meeting of an Area of the Local Union may be called by the President, a majority of the Local Executive Board or upon the written request of 10% of the members in the area.

8.01.04.01

A quorum shall consist of two and one-half per cent (2½%) of the total members in good standing of the Local Union or area of the Local Union, respectively.

8.01.04.02

For the purpose of determining a quorum, the total number of Union members attending for each of the sessions of meetings as set out in 8.01.10 following, shall be added together.

8.01.04.03

In the event that a quorum determined in the foregoing manner is not constituted and such deficiency is brought to the attention of the chairperson upon or after the convening of the morning session, the proceedings thereafter shall be deemed a nullity. A quorum challenge has no validity after the meeting has been adjourned.

8.01.05

For the purposes of these By-laws, the Local Membership Meeting which falls within the month of October in each year shall be constituted the Annual Membership Meeting.

8.01.06

Roberts Rules of Order (Revised) shall govern the conduct of all Local Union meetings except where in conflict with the Constitution or the By-laws.

8.01.07

The Local Union Executive Board shall have on its agenda for the meeting of the said Board in December, of each year, a suggested calendar of Local Membership Meetings for the ensuing twelve (12) month period.

8.01.08

National Officers and Staff Personnel may attend Local Union or area meetings with right to speak. Local Union Officers and National Officers and Staff Personnel may attend area meetings or Local Union meetings with the right to speak. Local Union members in good standing may attend other area meetings or bargaining unit meetings, but may only speak upon consent of the majority in attendance. Only those members of an area shall have the right to vote.

8.01.09

Each General Membership meeting shall be scheduled to allow maximum attendance at each meeting.

8.01.10

Each General Membership meeting of this Local Union shall be scheduled for the hours of 9:30 p.m. and again at 9:30 a.m. the following day in accordance with 8.01.07.

8.01.11

A copy of the calendar shall be mailed to each member in good standing within fourteen (14) days of its adoption by the Local Executive Board.

8.01.12

Additional membership meetings shall be held in accordance with the provisions of Article 9 of these By-laws.

8.01.13

Any member who attends a meeting and creates a disturbance or becomes unruly shall forfeit the right to speak and the right to vote at the said meeting. Where necessary to maintain order, the member may be evicted from the meeting by order of the Chairperson. Flagrant or persistent violation of this Section by any member shall constitute conduct detrimental to the welfare and interests of the membership of the Union. A member ordered to be seated three (3) times by the chair without heeding shall be debarred from participating in any further business at that session.

8.01.14

All persons, other than National Officers and Staff Personnel, not in good standing in the Local Union shall be prohibited from participating in meetings and may attend meetings only when invited to do so by vote of the members.

8.01.15.01

All questions, unless otherwise provided, shall be decided by a majority vote of those voting.

8.01.15.02

When a question has been decided, it can be reconsidered only by a two-thirds vote of those present and voting.

8.01.15.03

A motion to reconsider must be made and seconded by two (2) members who voted with the majority.

8.01.16

The Local Secretary Treasurer of this Local Union shall cause an agenda to be drawn up before each General Membership Meeting and such agenda shall, to the extent practical, be posted no later than seven (7) days prior to the meeting.

8.01.17

The following Order of Business shall apply to all Local membership meetings, but may be changed by the Local Union to meet particular circumstances of the Local Union.

Order of Business

1. Opening
2. Reading of the minutes of the previous meeting
3. Applications for membership
4. Voting on applications for membership
5. Initiation of candidates
6. Reports of Officers and Committees
7. Unfinished business
8. Reading of communications
9. Good and welfare
10. Questions of members unemployed or in distress
11. Secretary-Treasurer's report of receipts and expenditures
12. New Business
13. Closing

8.01.18

All Area Meetings will be attended by the Area Stewards concerned except in cases of an excused absence.

8.02

All delegates to the National Convention must be selected in accordance with Article 8.06.03 of the CEP National Constitution.

For more on conventions, refer to CEP Constitution.

ARTICLE 9 LOCAL EXECUTIVE BOARD

9.01.01

The Executive Board shall be composed of all Local Union Officers, all permanent Union Stewards, the Local Union Safety Board Chairperson and the Local Women's Committee Chairperson.

9.01.02.01

The Local Executive Board shall act as the Trustees of the Union and shall keep watch over all moneys and property of the Local Union.

9.01.02.02

The President, Secretary-Treasurer and Trustees, and their successors, shall constitute a Board of Trustees for the purpose of holding title to both personal property and real estate taken in the name of this Local Union.

9.01.02.03

Upon prior approval of this Local Union, the Board of Trustees shall be authorized to buy, sell, transfer, lease and contract for personal property and real estate of the Local Union.

9.01.03

The Executive Board shall conduct the affairs of the Local Union subject to the approval of the membership and in accordance with the Constitution and By-laws.

9.01.04

The Executive Board shall meet quarterly on the following months: December, March, June and September, notwithstanding 9.01.05.03.

9.01.05.01

The President of a Local Union shall call a Special Meeting of a Local Union Executive Board upon the request of 25% of the Members of the said Local Union Executive Board.

9.01.05.02

At any Special Meeting of the Local Union Executive Board, only the business for which such Special Meeting was called, may be transacted.

9.01.05.03

The President of a Local Union shall be empowered to call Special Meetings of the Local Executive Board.

9.01.06

The Executive Board shall report at each regular membership meeting all its decisions and actions.

9.01.07

The President or designate shall serve as Chairperson of the Executive Board.

9.01.08

The Executive Board may at anytime require from any Officer or Committee a full and detailed report on any business done in the name of the Local.

9.01.09

The Executive Board shall have the authority to act for the Local Union Membership between meetings.

9.01.10

Between meetings of the Local Executive Board, the President shall have the right to act on their behalf and will provide details and justification of such action to the Executive Board forthwith.

9.01.11

Any member of the Local Executive Board who is absent from two (2) consecutive, regular meetings of the Local Executive Board, or who is absent from a total of four regular meetings of the membership in a calendar year, shall be deemed to have voluntarily vacated the office, unless such absences are

excused by the Local Executive Board.

9.02

Social Welfare and Benefits

9.02.01

The Local Union Executive Board, on behalf of the Membership shall investigate the means by which the social welfare of the Membership may be further enhanced.

9.02.02

The Local Union Executive Board may, with the approval of the Membership, or at the direction of the Membership execute such contracts or agreements pursuant to such terms and conditions approved by the Membership as shall further enhance the social welfare of the members and their families.

9.02.03

Any contract or agreement entered into by a Local Executive Board on behalf of the Membership, shall only be to the benefit of those members in good standing of the Local Union.

9.02.04

Any member may waive participation in a particular benefit program sponsored by the Union, but later participation in the particular benefit program may be denied to the member or may be allowed only on terms and conditions stipulated in the said program. This section does not refer to benefits included in the monthly dues.

9.02.05

A member's monetary contribution to any benefit program shall be made by means of a payroll deduction, if possible. Should a scheme of payroll deductions be incapable of implementation, the individual member shall be responsible for the payment of the monetary contribution directly to the Secretary-Treasurer of the Local.

9.02.06

The Local Union Executive Board may suspend a member's right to participate in any benefit program, should the member fail to meet the financial obligations of such a program.

9.02.07

Vacancies on the E.F.A.P. Joint Committee for the Employee and Family Assistance Program will be appointed by the Local Union Executive Board and subject to the approval of the Local Union Membership. The Local Union Executive Board will consider applicants put forward by the EFAP Joint Committee.

9.02.08

The local Executive Board, on behalf of the membership shall implement a Membership Development Program for the purpose of educating union members on trade union matters. A percentage of delegates to area councils and training courses under the Health, Safety and Industrial Relations Training Fund will be offered to members who are not members of the Executive Board or Safety Board.

9.03

Grievances

9.03.01

All grievances must be approved by the Executive Board prior to being scheduled for arbitration.

9.03.02

The Recording Secretary shall notify the grievor forthwith by registered mail of the Executive Board's decision to drop a grievance.

9.03.03

Any grievance that Executive Board recommends dropping shall be brought to the next General Membership Meeting where the grievor shall be given the opportunity to appeal the Executive Board's decision to the membership.

9.03.04

The President shall be responsible for providing all information and documentation required by the Executive Board in order to review a grievance. The President shall also be responsible for providing such information and documentation on a timely basis.

9.03.05

All grievances and pertinent information must be submitted to the Local Union President on the date of filing of the alleged violation. The Local Union President shall have a duplicate file to be presented to the Grievance Committee at the Local Executive Board Meeting.

ARTICLE 10 COMMITTEES, OFFICERS AND THEIR DUTIES

10.01

Officers

10.01.01

The elected officers of this Local Union shall be: President, Vice President, Secretary Treasurer, Sergeant-at-Arms and Safety Board Chairperson.

10.01.02

This Local Union may combine such offices as may be necessary upon a vote of the members, with the exception of the offices of President, Vice President, Secretary Treasurer and Sergeant-at-Arms (or those persons who may be delegated to the responsibilities of those offices).

10.01.03

All Officers, at the expiration of their terms of office, when removed from office, or when their office is

declared vacant, shall deliver to their successors all books, paper, moneys, and other property in their possession belonging to the Union, and they shall not be released from their bonds or obligations until this section is complied with.

10.01.03.01

All members or employees who hold or have in their possession any moneys, books, records or other property of the Local Union during any period when such member or employee is designated to perform duties on behalf of the Local Union, shall deliver all such moneys, books, records and other properties to the Secretary-Treasurer of the Local Union upon completion of such assignment.

10.02

President

10.02.01

It shall be the duty of the President to preside over all membership and Local Union Executive Board meetings; to preserve order and enforce the Constitution and By-laws of the Union; to appoint, subject to the approval of the membership, all special committees when election for same is not called for; to sign the minutes of the Recording Secretary after their approval by the membership; to be ex officio member of all committees; and to report on activities to the Local Union Executive Board.

10.02.02.01

In the event of a vacancy in the office of permanent Steward, the President shall appoint a Union Member to fill the vacancy until a by-election can be held.

10.02.02.02

In the event of a vacancy in the office of Safety Board Chairperson, the President shall appoint the Safety Vice Chairperson to fill the vacancy until a by-election can be held. The President shall notify the Local Executive Board of the appointment.

10.02.02.03

In the event of a vacancy of Safety Vice Chairperson, an Area Safety Representative shall be appointed.

10.02.02.04

In the event of a permanent vacancy in the offices of Vice-President, Secretary-Treasurer or Sergeant-At-Arms, the President shall appoint a permanent steward to fill the vacancy until a by-election can be held. The President will notify the Executive Board of the appointment.

10.02.02.05

If there is four (4) months or less in the term of permanent steward, Vice-President, Secretary-Treasurer or Sergeant-at-Arms, the President will appoint in accordance with 10.02.02 and 10.03.02 and no by-election will be held. The appointment by the President shall be approved by the membership at the next general membership meeting.

10.02.03

With the concurrence of the Local Executive officers, the Local Union President may appoint such

temporary Stewards as may be necessary to efficiently conduct the business of the Local.

10.03

Vice President

10.03.01

The Vice-President shall assist the President in the performance of presidential duties, and shall act in the President's absence, resignation or death. Should a permanent vacancy occur in the office of President, a by-election will be held in accordance with Article 14. If the President and Vice-President are absent from such a meeting as referred to in 10.02.01 above, the meeting will elect a Chairperson pro tem, with the Secretary-Treasurer calling the meeting to order. The Vice-President shall perform other duties as decided by the Local Executive Board.

10.03.02

In the event of a permanent vacancy in the office of President, the Vice-President will act in the office until a by-election can be held in accordance with Article 14.

10.03.03

If there is four (4) months or less in the office of President, the Vice-President will act for the duration of the term.

10.04

Secretary/Treasurer

10.04.01

The Secretary-Treasurer or appointee shall receive and issue receipts for all monies passing through the office; deposit monies or cheques received within five working days of receipt; pay all bills authorized by the Local Union; be responsible for keeping the Local Union in compliance with the Constitution by paying any obligations required thereunder; make financial reports of all financial transactions to the National Secretary-Treasurer in accordance with procedures established by the National Secretary-Treasurer and on forms provided by the National Office; make reports at each regular meeting on all receipts, expenditures and balances. The Secretary-Treasurer shall sign cheques jointly with either the President or Vice-President to cover expenditures authorized by the membership or Local Executive Board.

10.04.02

The Secretary-Treasurer unless otherwise stated in the By-Laws shall also perform the duties of a Recording Secretary. These duties shall be to keep a faithful record of meetings of the Local Union and Local Executive Board; conduct the correspondence of the Local Union unless otherwise directed; keep a file of all matters pertaining to the office available for inspection by the Local Executive Board or Officers; and perform such duties as may be necessary for the proper administration of Local Union affairs subject to approval of the Local Union Executive Board.

10.04.03

The Secretary-Treasurer of the Local Union shall cause the books and accounts of the Local to be audited yearly and such audit shall be presented at the annual meeting of the Local. The last audit shall have been conducted not more than sixty (60) days prior to the annual meeting. Such audit shall be reported on forms provided by the National Secretary-Treasurer and shall be submitted before March 31 of the succeeding year.

10.04.03.01

To maintain adequate files and records, and have made quarterly audits of the financial records of the local by Local Union Trustees and/or other competent persons.

10.04.04

Nominations for the position of President, Vice-President, Secretary-Treasurer, Sergeant-at-Arms, Local Union Safety Board Chairperson and Union Safety Vice-Chairperson shall be sent to the Secretary-Treasurer of the Local Union. The Local Union Officers, the Local Union Safety Board Chairperson and Union Safety Vice Chairperson shall be elected by a secret ballot to a two (2) year term of office.

10.05

Sergeant-at-Arms

10.05.01

The Sergeant-at-Arms shall prevent any person, except National Officers, Staff Personnel and invited guests who are not in good standing, from entering the room.

10.05.02

The Sergeant-at-Arms shall also prepare all candidates for initiation and conduct them to the President, and perform such other duties as the Local Union Executive Board may require.

10.05.03

The Sergeant-at-Arms shall have the authority to appoint as many assistants as is necessary to carry out the duties, provided no extra cost or hardship is incurred by the Union.

10.05.04

The Sergeant-At-Arms shall assume the following duties as a Returning Officer:
Such officer shall:

10.05.04.01

- cause all ballots to be counted in one's presence.

10.05.04.02

- retain all ballots, until such time as a motion to destroy such ballots has been passed by the Membership;

10.05.04.03

- provide all equipment and materials necessary for the conduct of voting; and

10.05.04.04

- be authorized to determine whether any particular ballot adequately evinces the voters intention to constitute a valid ballot.

10.05.04.05

The President shall appoint a scrutineer to assist the Returning Officer to conduct all ballot votes.

10.06

Safety Board Chairperson

10.06.01

The Safety Board Chairperson or designate shall chair all Safety Board Meetings. The Safety Board Chairperson will represent the local union on all matters pertaining to Health, Safety and the Environment.

10.06.02

The Local Union Safety Board Chairperson shall give a detailed report at the Executive Board Meeting of the past quarters business conducted.

10.06.03

The Local Safety Board Chairperson, the Union Safety Vice Chairperson and Union Area Safety Representatives and Union Shift Safety Representatives shall follow the rules and regulations set out under Article 14.

10.06.04

If in the event a vacancy in Area Safety Representatives should occur, then the Safety Board Chairperson, in consultation with the Safety Vice Chairperson, shall appoint a Safety Representative for the area until a by-election can be held.

10.07

Stewards and Safety Representatives

10.07.01

Stewards, Area Safety Reps and Safety Shift Reps shall be elected as per Article 14.

10.07.02

There shall be at least one (1) permanent Steward elected for each working area. Where two (2) or more stewards are required in an area, they will be from different shifts except in areas where the department is throughout the plant. There shall be at least one (1) permanent Area Safety Representative elected in each working area.

10.07.03

A temporary Steward shall work and cooperate with the permanent Steward elected for that working area.

10.07.04

The permanent Stewards in each operating area shall act in the capacity of safety representatives in their area unless a safety representative has been elected, or appointed by the President of this Local.

10.07.05

The Safety Board shall be composed of a Safety Board Chairperson, one (1) Safety Vice Chairperson and all permanent Area Safety Representatives. This board shall vote to appoint a recording secretary.

10.08

Committees

10.08.01

The Chairperson of each of the committees below must be a member of the Local Executive Board and must report to the Local Executive Board quarterly. Each Committee shall be composed of three (3) full members and one (1) alternate member.

The following committees may be formed:

1. Grievance Committee
2. Labour Dispute Committee
3. Employee Relations Committee
4. Library and Archives Committee
5. Finance Committee
6. Education Committee
7. Goodwill Committee
8. Women's Committee
9. Elections Committee
10. Constitution Committee

10.08.02

The Local Union Executive Board shall appoint any other Committee as the need arises.

10.08.03

The Financial Committee shall sign the Financial Report.

10.08.04

The Editor of the Pipeline shall be selected from the Local Executive Board. The Editor shall be responsible for collecting all Area Steward's correspondence and compiling this information to be included in the Pipeline.

10.08.05

All permanent Area Stewards are responsible to have a written area report plus all grievances filed in the past quarter for the steward's respective area.

10.08.06

The permanent staff of the Local Union shall notify the Chairperson of the Employee Relations Committee if they request a meeting with the Committee.

10.08.07

The Labour Dispute Committee shall appoint, subject to the approval of the Local Union Executive Board, a Strike Pay Committee and any other necessary committees.

**ARTICLE 11
REGIONS AND COMPOSITE UNIONS**

Refer to CEP Constitution.

**ARTICLE 12
LOCAL UNION**

12.01

Hours of Operation

12.01.01

The office hours of this Union shall be from 8:00 a.m. to 4:00 p.m., Monday to Friday inclusive.

12.01.02

The books and accounts of this Local Union shall be opened to any member in good standing of this local union during regular office hours.

**ARTICLE 13
REGIONAL COUNCILS**

13.01

Delegates to Area Councils and other bodies, with which the Local Union may be affiliated, shall be members in good standing and will be recommended by the Education Committee.

**ARTICLE 14
ELECTIONS**

14.01

Nominations

14.01.01

A letter of nomination shall bear the name of the nominees and the signatures of five (5) members in good standing of the Local Union.

14.01.02

Any member in good standing may nominate candidates for office in accordance with Sections 14.01.01 of this article.

14.01.03

Where a Local Union finds it advisable to change the date of nominations and elections to prevent a change of officers during contract negotiations or for other good and sufficient reasons, it may do so by Local Union action, but in no case may it shorten or lengthen an Officer's term of office by more than six (6) months.

14.01.04

Nominations for Executive Officer positions will be accepted from any eligible member(s).

14.01.05

Nominations for permanent Stewards and Safety Reps shall be accepted only from the area in which the vacancy exists.

14.01.06

All nominations shall be delivered to the Secretary-Treasurer of the Local Union within seven (7) days from the date of the posting; at the end of which time nominations shall close.

14.01.07

The date set for the election shall be not less than seven (7) days following the closing of nominations.

14.02**Elections****14.02.01**

All elections shall be by secret ballot.

14.02.02

Nominees for elected positions shall be listed in alphabetical order on the ballot form.

14.02.03

All balloting, except balloting which normally takes place at a Membership Meeting, or which normally takes place at an Executive Board Meeting, shall be posted at least seven (7) days in advance of the polls opening.

14.02.04

Polls shall be open between the hours of:

8:00 a.m. - 12:00 noon

1:30 p.m. - 5:00 p.m.

6:30 p.m. - 10:00 p.m.

Special voting hours, advanced polls, and/or place of vote to be determined by the Union Executive.

14.02.05

It shall require a majority of the votes cast to elect, except for the offices of Area Steward who will be elected by plurality vote.

14.02.06

The successful candidate shall take office immediately after the results of the election have been confirmed by the Returning Officer.

14.02.07

In the event that any member or group of members questions the results of an election, such question must be produced in writing and delivered to the President of the Local within seven (7) calendar days from the time of the announcement of the election results. The President will then instruct the Elections Committee to investigation and report on their findings.

14.02.08

The Officers and the Area Stewards shall be elected bi-annually, with the President and the Secretary/Treasurer in even years, the Vice President, Sergeant-At-Arms and Area Stewards in the odd years, and within the sixty (60) days prior to the annual meeting unless otherwise provided for in these By-laws, effective 1995 elections.

14.02.09

The Safety Officers and the Safety Representatives shall be elected bi-annually, with the Safety Chair in odd years and the Vice Chair and Safety Representatives in even years.

14.03

By-Elections

14.03.01

In the event that a vacancy should occur on the Local Executive Board, a by-election shall be conducted in accordance with Article 14.

14.03.02

A by-election shall be called by the President within two (2) weeks after a permanent vacancy has occurred in those offices which are to be filled by a by-election.

14.03.03

When a by-election is called, the Secretary-Treasurer shall cause a notice to that effect to be posted, within the area where the vacancy occurred, if the said vacancy was created by the absence of a Steward, and throughout the plant in all other cases.

14.04

Election Procedures

14.04.01

It is the duty of the President to issue a writ of election or by-election.

14.04.02

Secretary/Treasurer upon receiving such writ will post notice of nomination as per Article 14.01.

14.04.03

Upon receiving nomination forms from a candidate indicating a need for an election, the Secretary/Treasurer will inform the Sergeant-at-Arms or designate to prepare to conduct an election.

14.04.04

The duty to conduct an election or by-election falls under the office of the Sergeant-at-Arms or designate.

14.04.05

The Sergeant-at-Arms will act or appoint a Returning Officer and appoint a Poll Clerk to run the polling station as per Article 14.02.

14.04.06

Each candidate may have a scrutineer present at each polling station to oversee the election. The scrutineer may witness the balloting but shall not assist in any way.

14.04.07

The scrutineer will not influence or attempt to influence any voter at the poll or in the vicinity of the polls during the hours of the election.

14.04.08

The returning officer shall find a suitable area for polling stations and have a private area for the voters to mark their ballots.

14.04.09

The returning officer shall provide all equipment and materials necessary for the conduct of voting.

14.04.10

The returning officer shall ensure that the polling kits are ready in advance of poll day. Said polling kit shall consist of ballot box, ballots, ruler, pens, highlighter, masking tape and voters list.

14.04.11

It is the responsibility of the returning officer to keep the ballot box secured.

14.04.12

As each voter picks up a ballot, the returning officer will initial the back of the ballot and cross the voter's name off the voter's list.

14.04.13

The returning officer and/or poll clerk shall ensure that all voter's ballots are "initialized".

14.04.14

Errors on voters list. If a name is missing and you are positive they are eligible to vote, please write their name in and allow that person to proceed to vote. If a name is missing and you are not positive they are eligible to vote, please contact the union office for verification.

14.04.15

Place all unused ballots in the kit envelopes plus try and recover all rulers, pens, highlighters, etc.

14.04.16

The returning officer shall cause all ballots to be counted in one's presence.

14.04.17

The polling clerk shall be present for count in his or her presence upon closing of the polls.

14.04.18

The returning officer shall be authorized to determine whether any particular ballot adequately evinces the voters intention to constitute a valid ballot.

14.04.19

The returning officer shall fill out the election results form and it is to be co-signed by the poll clerk.

14.04.20

The returning officer shall cause all ballots to be secured as to such time as a motion has been passed to destroy such ballots.

ARTICLE 15 COLLECTIVE BARGAINING

15.01

The Negotiating Committee shall consist of five (5) members as follows:

15.01.01

The Local President or Local President's appointee, and four (4) Local Executive Board members chosen by the Local President and subject to the approval of the Local Executive Board.

15.01.02

A Chairperson shall be chosen by the Negotiating Committee.

15.01.03

The Negotiating Committee shall have the proposed area notes approved by the respective areas, at special area meetings called by the Area Steward(s), prior to the commencement of negotiating a Collective Agreement.

15.01.04

The Negotiating Committee shall review all proposals collected for changes to the main body of the Collective Agreement and develop a package of demands to be presented to the company. The committee will justify to the members at a meeting prior to bargaining the reasons for including or not including collected proposals. The members must approve the package at such meeting before bargaining commences.

15.01.05

The Negotiating Committee shall retain such legal or resource personnel as are deemed necessary to further the objectives of the Committee.

15.01.06

The total package of negotiated changes to the Collective Agreement shall be reviewed at a Special Meeting called for the purpose, prior to the Ratification vote.

15.01.07

A proposed Collective Agreement shall be approved, by a majority of the members of this Local Union voting, in order to be ratified.

15.01.08

Any time there is a proposed major change in working methods or philosophy, it will be brought to the membership for approval.

15.01.09

All collective agreements and amendments to collective agreements, entered into by the Executive Board on behalf of the Local Union, shall be first approved and ratified by the majority of those members voting thereon, at a regular or special meeting called for such purpose. Such approval shall be by secret ballot vote.

For more on collective bargaining, refer to CEP Constitution.

ARTICLE 16 STRIKES AND DEFENSE FUND

Refer to CEP Constitution.

ARTICLE 17

REMOVAL OR SUSPENSION OF EXECUTIVE BOARD MEMBERS AND OFFICERS, DISCIPLINE, TRIAL AND PENALTIES, CHARGES, TRIALS AND APPEALS

Removal or suspension of Executive Board members and officers will be done in accordance with Article 17 of the CEP National Constitution.

Refer to CEP Constitution for more on article matter.

ARTICLE 18 MERGERS

For more on mergers, refer to CEP Constitution.

ARTICLE 19 AMENDMENTS

19.01

The By-laws may be amended by a two-thirds vote at any regular meeting of the Local Union, provided the amendment has been presented in writing and read at a previous meeting.

19.02

All amendments to these By-Laws shall become effective only after receiving approval of the National President.

19.03

These By-laws may also be amended by the National Union in Convention.

19.04

Notwithstanding anything to the contrary herein, these By-laws and approved amendments thereto shall be subject to and shall not in any way be construed to supersede any of the provisions of the National Union. In the event of conflict between these By-laws and the Constitution of the National Union, the provisions of the latter shall prevail.

For more on amendments, refer to CEP Constitution.

**ARTICLE 20
OFFICIAL LANGUAGES**

Refer to CEP Constitution.

**ARTICLE 21
OATH OF OFFICE**

Refer to CEP Constitution.

**ARTICLE 22
EFFECTIVE DATE**

Refer to CEP Constitution.

**COMMUNICATIONS,
ENERGY
AND
PAPERWORKERS UNION
LOCAL 707**

BY-LAWS

(logo)

Revised June 2005

INDEX

INTRODUCTION	1
ARTICLES	Page
1 – NAME	2
2 – OBJECTS	2
3 – JURISDICTION	2
4 – AFFILIATIONS	2
5 – MEMBERSHIP	3
6 – FINANCE	3
7 – GOVERNING AUTHORITY	6
8 – MEETINGS & CONVENTIONS	6
9 – LOCAL EXECUTIVE BOARD	9
10 – OFFICERS, COMMITTEES & THEIR DUTIES	12
11 – REGIONS AND COMPOSITE UNIONS	17
12 – LOCAL UNION	17
13 – REGIONAL COUNCILS	18
14 – ELECTIONS	18
15 – COLLECTIVE BARGAINING	21
16 – STRIKES AND DEFENSE FUND	23
17 – REMOVAL OR SUSPENSION OF EXECUTIVE BOARD MEMBERS AND OFFICERS, DISCIPLINE, TRIALS AND PENALTIES, CHARGES, TRIALS AND APPEALS	23
18 – MERGERS	23
19 – AMENDMENTS	23

20 – OFFICIAL LANGUAGES	24
21 – OATH OF OFFICE	24
22 – EFFECTIVE DATE	24

PAGE

PAGE 25