**BY-LAWS**

Effective Date: January 1, 2005

LOCAL 715-M

# ARTICLE 1

1. NAME

This Union shall be known as Local 715-M of the Communications, Energy and Paperworkers Union of Canada (CEP). In French this Union shall be known as Syndicat canadien des communications, de l’energies et du papier (SCEP), (section locale 715-M).

1.2 AUTHORITY

Local 715-M of CEP is organized subject to the Constitution of the Communications, Energy and Paperworkers Union of Canada.

1.3 AFFILIATIONS

Local 715-M of CEP shall be affiliated with the Ontario Federation of Labour – CLC and the Ottawa and District Labour Council – CLC.

1.4 GEOGRAPHIC JURISDICTION

The geographic jurisdiction of Local 715-M shall be that area specified in its charter dated May 3, 1974.

1.5 ADMINISTRATION

Local 715-M of CEP shall be administered by the Local Executive Board and the Local Executive Committee.

# ARTICLE 2

## ORGANIZATION

### 2.1 LOCAL EXECUTIVE COMMITTEE

2.1.1 The Local Executive Committee shall consist of the President, Vice-President, Secretary and Treasurer.

2.1.2 The Local Executive Committee shall have the responsibility to arrange meetings in compliance with the CEP Constitution and the Local By-Laws.

2.1.3 The Local Executive Committee may authorize welfare expenditures as per Article 8 of the Local By-Laws.

### 2.2 LOCAL EXECUTIVE BOARD

2.2.1 The Local Executive Board shall consist of the Local Executive Committee, and all Master Stewards.

2.2.2 The Local Executive Board shall be the legislative, judicial and administrative body of the Local Union.

2.2.3 The responsibilities of the Local Executive Board shall be as outlined in the CEP Constitution, Article 12.07.

2.2.4 A majority (50% + 1) of the members of the Local Executive Board shall constitute a quorum for the transaction of business of the Board. All decisions/ resolutions of the Local Executive Board require a simple majority of those members voting.

2.2.5 The Local Executive Board shall meet a minimum of ten (10) times (ten meetings) per fiscal year, and at such other times when called upon by the Local President, Local Executive Council or a majority of the Local Executive Board.

2.2.6 Observers and/or guests may be invited by the Local President, Local Executive Council or Local Executive Board, to attend Executive Board meetings, provided a majority of the Local Executive members attending shall not object.

2.2.7 Observers and/or quests in attendance at Executive Board meetings shall be allowed full participation in discussion, but shall not be allowed to present motions or to vote.

2.2.8 Executive Board meetings shall be conducted in accordance with Bourinot’s Rules of Order and the order of business shall be:

* Call to Order by Chair
* Election and Installation of Officers
* Acceptance of New Members
* Approval of the Minutes of the Previous Meeting
* Correspondence and Announcements
* President’s Report
* Secretary’s Report
* Treasurer’s Report
* Committee and Delegate Report
* Unfinished Business
* New Business
* Good and Welfare
* Announcements of the Next Meeting
* Adjournment

### 2.3 LOCAL PRESIDENT

The Local President shall be the principal executive officer of the Local Union and shall supervise and control the business and affairs of the Local Union. The President shall preside at meetings of the Local Union. It shall be the President’s duty within the Local Union to provide for the enforcement of the CEP Constitution, and the By-laws of the Local Union. The President shall, in general, perform all duties incident to the office of Local President, including the enforcement of all contracts with employers of members of the Local Union.

2.3.1 The Local President may appoint individuals and such special committees as necessary to assist in carrying out functions and duties, provided that such appointments shall not be in conflict with the CEP Constitution. The appointment and/or change of such individuals or committees shall be ratified at the next Local Executive Board Meeting.

2.3.2 The Local President shall be the spokesperson for the Local Union.

2.3.3 The Local President shall automatically be a member of all committees by virtue of the office.

2.3.4 The Local President shall be reimbursed for all reasonable expenses incurred when on Local Union business. These expenses shall be paid by the Treasurer upon submission of vouchers and prior approval by the Local Executive Board. The Treasurer may request supporting receipts when deemed necessary.

### 2.4 LOCAL VICE-PRESIDENT

The duties of the Local Vice-President shall be as assistant to the Local President and shall act in the place and stead of the Local President in the event of the latter’s inability or refusal to act. In the event of the resignation, death or disqualification of the Local President, the Vice-President shall perform the duties of Local President until a new Local President is elected. Such election shall take place within ninety (90) days after the office of the President becomes vacant.

2.4.1 The Local Vice-President shall be reimbursed for all reasonable expenses incurred when on Local Union business. These expenses shall be paid by the Treasurer upon submission of vouchers and prior approval by the Local Executive Board. The Treasurer may request supporting receipts when deemed necessary.

### 2.5 LOCAL SECRETARY

The duties and responsibilities of the Local Secretary shall be as outlined in this article as well as such other duties as the Local President may from time to time direct.

2.5.1 The Local Secretary shall conduct the correspondence pertaining to the business of the Local Union.

2.5.2 The Local Secretary shall keep the official records of the Local Union pertaining to their office.

2.5.3 The Local Secretary shall give notice of all General Membership, Executive Board and Special Membership Meetings.

2.5.4 The Local Secretary shall act in the temporary absence of both the Local President and Local Vice-President.

2.5.5 The Minutes of each meeting of the Executive Board and Local Membership shall be given to all Executive Board Members, and mailed to the Regional Representative, by the Local Secretary within ten (10) working days following each meeting.

2.5.6 The Local Secretary shall be reimbursed for all reasonable expenses incurred when on Local Union business. These expenses shall be paid by the Treasurer upon submission of vouchers and prior approval by the Local Executive Board. The Treasurer may request supporting receipts when deemed necessary.

### 2.6 LOCAL TREASURER

The duties and responsibilities of the Local Treasurer shall be as outlined in this article.

2.6.1 The Local Treasurer shall have the charge and custody of and be responsible for all funds and securities of the Local Union, receive monies due and payable to the Local Union from all sources, give receipts thereof, and deposit all monies in the name of the Local Union with such depositories as authorized by the Local Executive Board and in accordance with Appendix “E”.

2.6.2 The Local Treasurer shall pay the required provincial and municipal CLC per capita without further authorization.

2.6.3 The Local Treasurer shall pay any expenses of the Local Union which are pre-authorized by the Local By-Laws and all other expenses of the Local which have been approved by the Local Executive Board.

2.6.4 Within thirty (30) days from the time a Treasurer is elected, re-elected, a certified audit shall be made of the records, books, and accounts of the Local Union by a Chartered Accountant or a Certified General Accountant. The selection of this accountant shall be approved by the Local Executive Board. The audit shall be completed within sixty (60) days and presented at the next scheduled Executive Board meeting following completion of the audit. The audit report shall become part of the minutes of said meeting and made available, upon request, to any Local member in good standing. The outgoing Treasurer shall not be relieved of their security bond until the audit is completed and has been found to contain no irregularities. The Local Executive Board shall determine when this provision has been satisfactorily completed.

2.6.5 Article 2.6.4 shall take precedence over this article except where the Treasurer is elected by a Regular Election in the same calendar year. During the month of July, an annual certified audit shall be made of the records, books, and accounts of the Local Union by a Chartered Accountant or a Certified General Accountant. The selection of this accountant shall be approved by the Local Executive Board. The audit shall be completed within sixty (60) days and presented at the next scheduled Executive Board meeting following completion of the audit. The audit report shall become part of the minutes of said meeting and made available, upon request, to any Local member in good standing. A copy of the audit report shall be forwarded to the CEP National Secretary-Treasurer and the Regional Vice-President, not later than the 30th day of November.

2.6.6 The Local Treasurer shall be reimbursed for all reasonable expenses incurred when on Local Union business. These expenses shall be paid by the Treasurer upon submission of vouchers and prior approval by the Local Executive Board. The Treasurer may be asked to submit supporting receipts when deemed necessary.

2.6.7 At each Executive Board meeting, the Treasurer shall present a detailed report of all monies received and disbursed since the previous meeting. Additionally, within thirty (30) days following the completion of a fiscal quarter, (July – September; October – December; January – March; April – June) the Treasurer shall prepare a balance sheet for the Local Union and submit same at the next scheduled meeting of the Executive Board. This balance sheet shall also be submitted to the National Executive Vice-President and Treasurer.

2.6.8 A maximum of three (3) Trustees shall be nominated and approved at a General Membership Meeting. These Trustees may not be members of the Local Executive Board. The duties of the Trustees shall be to review all monies received and disbursed by the Local Union during each fiscal quarter. This review shall be completed within 30 days of the start of the next fiscal quarter. The Trustees shall report their findings at the next Executive Board meeting following the completion of the review, and to the membership at the next General Membership Meeting following the Executive Board meeting.

2.6.9 The Local President, Vice President, Secretary, and Treasurer shall make application to be bonded within fourteen (14) days after taking office. All expenses incurred with obtaining the bond shall be borne by the Local Union. In the event the bond is refused, canceled, or suspended, the Officer shall immediately cease to hold office.

### 2.7 MASTER STEWARD

2.7.1 Each bargaining unit shall be entitled to representation on the Local Executive Board, according to its membership in the following manner: one (1) to thirty (30) members – one (1) Master Steward; then one (1) additional Master Steward for every thirty (30) members.

2.7.2 Master Stewards shall be assigned duties by the Executive Board. These duties shall include grievance procedures. The assignment of grievance procedures shall be made so as to balance out the workload among the Master Stewards.

2.7.3 The Master Stewards shall attend all Executive Board Meetings.

2.7.4 The Master Steward may not have an alternate.

### 2.8 SHOP STEWARD

2.8.1 Shop Stewards shall be assigned to represent specific groups within the bargaining unit, the character and makeup of the groups being determined by a majority vote of the Executive Board which shall revise same from time to time as it sees fit. The Shop Stewards shall also assist the Master Stewards in the performance of their duties. The number of Shop Stewards shall be as determined by a majority vote of the Local Executive Board. Shop Stewards may not represent the Union to Management without the prior approval of the Executive Board.

### 2.9 LOCAL MEMBERS

2.9.1 It shall be the duty of all members to be familiar with the CEP Constitution and the Local By-Laws.

2.9.2 Members shall be familiar with the terms of the Collective Agreement under which they are working and shall abide by those terms.

2.9.3 It shall be the responsibility of each member of CEP to conduct themselves in the performance of their duties so as to cast no reflection or discredit upon themselves, fellow workers and members, or the Union.

2.9.4 It is their duty to attend all general and special membership meetings.

2.9.5 A member accused of conduct detrimental to the advancement of the purpose of CEP or reflecting discredit upon it by improper performance of their rightful duties shall be subject to disciplinary action as provided in the CEP Constitution.

# ARTICLE 3

## LOCAL ELECTIONS

### 3.1 TERM OF OFFICE

3.1.1 The Local President, Local Vice-President, Secretary, and Treasurer shall hold office for a term of two (2) years. They shall hold office until removed or until their successor has been installed in office.

3.1.2 In the event any officer of the Local Executive Board resigns or is incapacitated in fulfilling their election duties, a Special Election shall be held so that:(a) If the resignation or incapacitation occurs during the elected official’s first year of office, then the elected successor shall serve out the balance of the original term.(b) If the resignation or incapacitation occurs during the second year of office, then the successor shall serve the balance of the original term plus an additional two (2) years.

### 3.2 ELECTION COMMITTEE

3.2.1 All elections shall be conducted by a Local Election Committee which shall be appointed by the Local Executive Board. The Election Committee shall give notice of elections, issue, distribute and count ballots, set issuing dates, and dates the ballots are due, dispose of ballots after counting, declare and notify the elected members and in general perform all duties normally performed by Election Committees.

### 3.3 REGULAR ELECTIONS

3.3.1 On the first day of April of each year, the Election Committee shall post a notice of election listing those positions which are up for election, closing date for filing nominations, the closing date of the election and the term of office for each position.

3.3.2 Election for President, Secretary, and Master Stewards I, II, and III, shall be held on those years ending in an even number, commencing in 1984. Election for Vice-President, Treasurer and Master Stewards IV, and V on those years ending in an odd number, commencing in 1985.

3.3.3 Nominations for President, Vice-President, Secretary, Treasurer, and Master Steward shall be by nominating petition (see appendix) signed by ten (10) Local members in good standing, no member signing more than one nominating petition for each position. The petition forms shall be drawn up by the Election Committee and shall bear the signature of the candidate indicating acceptance of the nomination.

3.3.4 Nominating petitions shall be filed with the Election Committee no later than the 10th day of April.

3.3.5 The Election Committee shall verify the petitions and post a list of candidates for Office by the 15th day of April.

3.3.6 The Election Committee shall prepare and distribute the official ballots no later than the 1st day of May.

3.3.7 The candidate for each office who receives the largest number of votes cast shall be deemed elected.

3.3.8 All successful candidates shall take office on the 1st day of July following their election.

### 3.4 SPECIAL ELECTIONS

3.4.1 The Local Executive Board may call Special Elections at any time, or at the direction of the National Executive Board, to fill vacated positions, or to elect Bargaining Committee members or Convention Delegates.

3.4.2 The Local Executive Board may, by a two-thirds (2/3) majority vote, declare to fill a vacated position by the Regular Election procedure in the event of resignation or incapacitation of the elected official within ninety (90) days of the next posting of election (April 1st), or by a Special Election procedure as follows:(a) The Election Committee shall post a notice of election listing those positions which are up for election, closing date for the filing of petitions and the term of office for the positions.(b) Nominating petitions shall be as outlined in Article

3.3.3(c) Nominating petitions shall be filed with the Election Committee within ten (10) working days of the posting of the notice of election.(d) The Election Committee shall verify the nominating petitions and post a list of candidates within five (5) working days of the closing of nominations.(e) The Election Committee shall prepare and distribute the official ballots within five (5) working days of the posting date of the list of candidates and this shall be marked as the first day of voting.(f) The candidate receiving the largest number of votes shall be deemed elected and shall take office immediately.

### 3.5 ELIGIBILITY

3.5.1 Only members in good standing as defined in Article 5 and 17 of the CEP Constitution may vote or hold office in this Local. No member shall simultaneously hold more than one of the following offices: President, Vice-President, Secretary, Treasurer, or Master Steward. Should a member find themselves appointed to more than one office, they shall immediately resign all offices except one. If they fail to resign within five (5) working days, it will be assumed that they have accepted the latest appointment and vacated the former. Nothing in this section shall be construed as preventing a member from being a candidate for an office while holding another office. Nothing in this section shall be construed as preventing a member from acting as Chair of a permanent or temporary committee.

3.5.2 On the issuing date of balloting, the Chair of the Election Committee shall have prepared an eligibility list. Ballots shall be issued from this list and the number of eligible voters shall be shown and this number shall be used as the official count. No names shall be added to or taken away from the eligibility list after the issuing date. A new eligibility list shall be prepared for each balloting.

3.5.3 The issuing date shall be the date the eligibility list is issued for that particular balloting.

### 3.6 BALLOTS

3.6.1 For Local elections the following procedure shall apply:(a) Every member in good standing shall be issued a ballot from the eligibility list and each member shall sign their name upon receipt of their ballot. In privacy, the member shall mark their ballot, fold the ballot to ensure secrecy and deposit the ballot in the secured election box made available by the Election Committee.(b) For members who are not readily available, and who specifically make a request for a mail ballot prior to the first day of voting, the following shall apply. A ballot, an inner envelope and an outer stamped envelope shall be provided for a mail ballot and mailed to the member at their last known address no later than the opening day of balloting. The member shall mark the ballot, fold it to ensure secrecy, place it in the inner envelope, and place this in the addressed return envelope. Upon receipt of the mailed ballot, the Election Committee shall hold the ballot in the unmarked envelope until all mailed ballots are returned or until the closing date of balloting, whichever is earlier, and with at least three (3) members of the Election Committee present, the unmarked envelopes will be opened, and without revealing the marking of the ballot, mix this ballot with the rest of the ballots. Each mailed ballot shall show the issuing date, the date due, directions for casting and sealing, the name and address of the Chair of the Election Committee.

3.6.2 Prior to balloting the ballot box shall be inspected by a member in good standing, as selected by the Election Committee Chair, to ensure the box is empty and secure. The member shall test the lock and key, lock the ballot box and retain possession of the key until the closing date of balloting when the member shall open the ballot box and witness the counting of the ballots.

### 3.7 DUE DATE

3.7.1 All ballots shall bear the date they are due, which shall be as specified by the Election Committee, but not more than five (5) days after the issuing date. Where there are mail ballots the due date shall be fifteen (15) days after the issuing date. All due dates shall be the same for any particular balloting.

### 3.8 COUNTING BALLOTS

3.8.1 Ballots shall be counted within two (2) days after the due date. Any ballots received by the Election Committee after the due date or postmarked after the due date shall be deemed as not having been cast and shall be destroyed unopened.

### 3.9 NOTIFICATION

3.9.1 The results of each balloting shall be posted and given in writing to each candidate within twenty four (24) hours of the counting of the ballots.

### 3.10 CHALLENGE

3.10.1 Any member may challenge the legality of any election by making a complaint in writing to the Election Committee within thirty (30) days after the due date. The Election Committee shall act with dispatch upon such complaint and shall make a full investigation and report.

### 3.11 FINAL DISPOSITION BALLOTS

3.11.1 The Election Committee shall retain the ballots and any envelopes pertaining thereto (being careful to keep them separate so as to preserve the secrecy of the ballot) for a period of thirty (30) days after the due date, during which time they may be inspected by any Local member. If no challenge of the legality of the election has been made in writing to the Election Committee in the specified time, the Election Committee shall dispose of the ballots after the thirty (30) day period has elapsed.

### 3.12 JOINT EXECUTIVE BOARD MEETING

3.12.1 Following the completion of the annual election, a joint meeting of the Board shall take place, which shall be attended by the past Officers and Master Stewards and the newly elected Officers and Master Stewards. In the event of a new Local President, the outgoing President shall chair the meeting for “Call to Order” and the “Installation of New Officers” then relinquish the chair to the new Local President if the meeting takes place after the commencement of the new term of office.

### 3.13 ABSENCE OF NOMINATIONS

3.13.1 In the case of absence of nominations for office, within the time limits or after an extension, the appointment by the Local Executive Board of a new officer must be approved by the membership at the next General or Special Membership Meeting.

# ARTICLE 4

## COLLECTIVE BARGAINING

### 4.1 BARGAINING COMMITTEE

4.1.1 The Bargaining Committee members shall be elected following the procedures outlined for Special Elections.

### 4.2 CONTRACT RATIFICATION PROCEDURES

4.2.1 When a Memorandum of Agreement has been concluded between the Company and the Union, the Election Committee shall post notices on the bulletin boards advising the members that a written copy of the proposed changes is available, upon request, from any member of the CEP Negotiating Committee. Within a period of (5) days from the above posting (minimum 48 hours’ notice) a meeting shall be held for the purpose of conducting a ratification vote amongst all members, in good standing, who attend the meeting. The Bargaining Committee shall be present to answer questions regarding the proposed changes. Members in good standing may vote at any time prior to the close of voting.

4.2.2 Prior to balloting the ballot box shall be inspected by a member in good standing, as selected by the Election Committee Chair, to ensure the box is empty and secure. The member shall test the lock and key, lock the ballot box and retain possession of the key until the completion balloting when the member shall open the ballot box and witness the counting of the ballots.

4.2.3 Each Local member in good standing present at the contract ratification meeting shall receive one (1) official ballot (see Appendix) on entering the meeting which the member shall mark clearly, indicating their preference: either for or against the proposed contract. Ballots shall then be placed in the sealed ballot box.

4.2.4 Only members in good standing and present at the contract ratification meeting may vote on the proposed contract.

4.2.5 Ballots shall be counted by the Election Committee immediately after the completion of voting. The results of the ballot count shall be announced to the membership in attendance at the meeting, and a notice indicating the results shall be posted on the bulletin boards.

4.2.6 The proposed contract shall be deemed accepted when at least fifty percent (50%) plus one (1) vote are cast in favour of acceptance.

4.2.7 All ballots shall be kept for a period of one (1) year for inspection or challenge by any Local member in good standing.

### 4.3 STRIKE VOTE PROCEDURE

4.3.1 Strike action by the Local must have the prior approval of the National President and must be carried out in conformity with the provisions of the CEP Constitution. A strike will not be approved if the National President or the President’s designated representative is denied the right to assist the Bargaining Committee in trying to reach an agreement with the employer before striking.

4.3.2 When a Strike Vote has been called, the Election Committee shall post notices on the bulletin boards advising the members that within a period of (5) days from the above posting (minimum 48 hours’ notice) a meeting shall be held for the purpose of conducting a Strike Vote amongst all members, in good standing, who attend the meeting.

4.3.3 Prior to balloting the ballot box shall be inspected by a member in good standing, as selected by the Election Committee Chair, to ensure the box is empty and secure. The member shall test the lock and key, lock the ballot box and retain possession of the key until the completion balloting when the member shall open the ballot box and witness the counting of the ballots.

4.3.4 Each Local member in good standing present at the Strike Vote meeting shall receive one (1) official ballot on entering the meeting (see Appendix) which the member shall mark clearly, indicating their preference: either for or against the Strike. Ballots shall then be placed in the sealed ballot box.

4.3.5 Only members in good standing and present at the Strike Vote meeting may vote.

4.3.6 Ballots shall be counted by the Election Committee immediately after the completion of voting. The results of the ballot count shall be announced to the membership in attendance at the meeting, and a notice indicating the results shall be posted on the bulletin boards.

4.3.7 The Strike Vote shall be deemed accepted when at least fifty percent (50%) plus one (1) vote are cast in favour of acceptance.

4.3.8 All ballots shall be kept for a period of one (1) year for inspection or challenge by any Local member in good standing.

# ARTICLE 5

## MEMBERSHIP

### 5.1

Except as herein otherwise provided, Membership shall follow Articles 5 and 17 of the CEP National Constitution.

### 5.2 ELIGIBILITY

5.2.1 Eligibility for membership shall be determined by Article 5 of the National Constitution of CEP.

### 5.3 APPLICATIONS

5.3.1 The initiation fee for Local 715-M shall be in the amount of Twenty-Five Dollars ($25.00).

5.3.2 The initiation fee shall be paid in full at the time of application for membership.

5.3.3 The Local shall establish a membership committee which shall act upon applications for membership. The membership committee shall accept or reject such applications, subject to the right of the Local to overrule the committee. Election to membership shall be by a two-thirds (2/3) majority vote of the membership committee members in attendance. The Executive Board of the Local shall act as the membership committee if the Local has not otherwise provided for a membership committee.

5.3.4 It shall be the duty of the Shop Stewards to see that new people working in their respective groups shall have had the opportunity to make application to CEP for membership.

5.3.5 When a member is accepted into CEP the Shop Steward for their group shall ensure that they are supplied with an up-to-date copy of each of the following as soon as possible:(a) CEP Constitution(b) Local 715-M BY-LAWS(c) Applicable Collective Agreement(d) A CEP Card

### 5.4 TRANSFERS AND WITHDRAWALS

5.4.1 Transfers and withdrawals shall be as specified in Article 5.03 of the National Constitution of CEP.

### 5.5 TERMINATION

5.5.1 Termination shall be as specified in Article 5.04 of the National Constitution of CEP.

# ARTICLE 6

## FINANCES

### 6.1 DUES PERIOD

Local dues shall be assessed as per the applicable Collective Agreement pay periods.

### 6.2

Effective October 1st, 1986, dues shall be one and two-thirds percent (1.666%) of total income.There shall be no refund of dues paid.

### 6.3 ASSESSMENTS

Nothing contained herein shall be construed so as to prevent the Local Executive Board from levying and collecting special assessments, except that no assessment shall be levied by the Local until such action has been ratified by a majority vote, by secret ballot, of the active members in good standing of the Local Union voting at a General or Special Membership Meeting, after reasonable notice of intention to vote upon such a question has been given.

### 6.4 METHOD OF PAYMENT

Dues and National assessments shall be paid by automatic dues check-off while initiation fees and Local assessments may be paid by cash, cheque or money order, to CEP Local 715-M.

### 6.5 LATE OR NON-PAYMENT

If the initiation fees or any assessments are not paid in full by the due date, the member shall be considered as being in arrears and not in good standing in CEP. When a member is fifteen (15) days in arrears it shall be the duty of the Local Secretary to notify the member by registered mail, stating the amount and date due, and the fact that their name will be added to the delinquent list for publication to the membership.

### 6.6 WITHDRAWAL

Members who resign or otherwise sever their employment and who request a Withdrawal Membership Card (Inactive Membership Card) in writing directly to the Local Secretary, and who have been granted a Withdrawal Membership by the Local Executive Board shall receive a Withdrawal Membership Card. Application for withdrawal membership shall be made within thirty (30) days from the date of the termination of employment.

### 6.7 REIMBURSEMENT FOR NON-RECEIPTED EXECUTIVE EXPENSES

The Local President, Vice-President, and Treasurer, if any, shall be compensated for non-receipted out of pocket expenses at a rate of One Hundred Twenty Five Dollars ($125) per month; and that the Secretary and Master Stewards shall receive Seventy Five Dollars ($75.00) per month. These amounts shall be paid twice a year between the 15th and 30th day of June and December each year and shall be prorated for periods of less than six (6) months in office. To be eligible for this compensation, an Executive Board member must attend a minimum of seventy-five percent (75%) of all meetings, unless otherwise approved by the Executive Board due to specific circumstances.

### 6.8

The Local operation shall be financed in accordance with Appendix “E”.

### 6.9

The Local President, Vice-President, Treasurer shall all be listed as signing officers with any financial institution which has been authorized by the Executive Board as a depository for Local funds/monies. All cheques, withdrawals and transfer of funds, shall require the approval and signature of any two (2) of the above mentioned signing officers. Each cheque issued shall be assigned a number and each cheque stub shall contain complete information, i.e., payee, date, amount, cheque number and purpose of payment.

### 6.10

All cheques and cash received by the Local Union shall be deposited promptly by the Treasurer in the Local Union account at an authorized financial institution. A record shall be kept of all income, listing amounts, source and reasons for payment.6.11 The Treasurer shall keep and maintain completely all the financial books established in January, 1983, unless instructed otherwise by the Local Executive Board, or a Chartered Accountant or Certified General Accountant retained by the Local Executive Board.

# ARTICLE 7

## MEETINGS

### 7.1 MEMBERSHIP MEETINGS

7.1.1 General Membership Meetings shall be held as designated by the Local Executive Board but in no case not less than four (4) per year.

7.1.2 A quorum at a General Membership Meeting shall consist of ten percent (10%) of the Local Membership.

7.1.3 Special Membership Meetings of the entire membership of the Local may be called by the Local President, the Local Executive Board or at the request, expressed in writing, of twenty-five per cent (25%) of the members in good standing of the Local. At least forty-eight (48) hours notice shall be given to the members of such meetings. No business shall be acted upon at any special meeting except that which the membership have received notice of. A quorum shall be the same as for a General Membership Meeting.

### 7.2 RULES

Bourinot’s Rules of Order shall prevail at all General and Special Membership meetings. The regular order of business shall be:

1) Call to order by the chair

2) Reading & approval of the minutes of the previous meeting

3) Correspondence and Announcements

4) Local Executive Committee Report

5) Financial Report

6) Committee Reports

7) Unfinished Business

8) Elections & Installations

9) New Business

10) Good and Welfare

11) Announcement of the Next Meeting

12) Adjournment

This order may be changed during specially called meetings for specific purposes.

### 7.3

Where it is unquestionably necessary for the security of the Union, or for the protection of members, there may be omitted from the Minutes of any General Membership or Executive Board Meeting, any discussion or question, or names connected therewith, or voting thereon. However, this must be done by a motion which shall clearly state that “For reasons of security, motion number \_\_\_ was omitted from the Minutes”: and this motion of omission must be included in the published Minutes, deleting the names of any members connected therewith.

# ARTICLE 8

## WELFARE FUND

### 8.1 OBJECT

The object of the Welfare Fund is to provide gifts and remembrances to members of the Local. Upon recommendation of the Welfare Committee and with the approval of the Local Executive Board funds may be used to send donations to charitable institutions, non-local members and for recreational purposes of the local.

### 8.2 WELFARE COMMITTEE

The committee shall consist of the Local Treasurer and/or any other members appointed by the Local Executive Board.

### 8.3 FINANCING

The monies for the Welfare Fund shall be taken from the General Accounts as required, upon approval of the Local Executive Board. See appendix “E”.

# ARTICLE 9

## AMENDMENTS OF BY-LAWS

### 9.1

These BY-LAWS may be amended at any time by a two-thirds (2/3) majority vote of the membership in attendance at a General Membership Meeting or Special Membership Meeting.

### 9.2

Proposed amendments to these BY-LAWS shall be drawn up by the Local Executive Board or submitted to the Local Executive Board, in writing, and signed by ten (10) members in good standing.

### 9.3

These BY-LAWS, at all times, shall be subordinate and subject to the provision of the National Union as such Constitution now exists or may, from time to time, be altered or amended; and in case of conflict, the Constitution of the National Union shall govern in each case.

### 9.4

A copy of these BY-LAWS, or any amendment thereafter adopted, shall be submitted to the National President, and the Vice-President of the Region within thirty (30) days of approval of the membership. The By-Laws shall become effective only after approval has been granted by the National President. This is in reference to Article 12.07.14 of the CEP Constitution.

# ARTICLE 10

## AMENDMENTS OF LOCAL FINANCIAL POLICIES

### 10.1

Financial policies of the Local Union may be adopted, amended or rescinded in the following manner:(a) The financial policies may be modified at any time by a two-thirds (2/3) majority vote of the members in attendance at a General or Special Membership meeting.(b) Proposed changes may be drawn up by the Local Executive Board or submitted to the Local Executive Board in writing and signed by ten (10) members in good standing.(c) The policies or any changes thereof shall become effective upon approval by the Local Membership.

# EFFECTIVE DATE

These BY-LAWS shall become effective upon approval by the NATIONAL PRESIDENT.

Approved by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dave Coles *CEP NATIONAL PRESIDENT*

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CHECK ON THE DESIRED SELECTION BELOW TO OPEN THE FORM UP IN A NEW WINDOW

# APPENDIX A

CEP LOCAL 715-M [NOMINATING PETITION](http://www.unifor715m.org/wp/wp-content/uploads/2012/08/nominating.pdf)

# APPENDIX B

[NOTICE OF ELECTION](http://www.unifor715m.org/wp/wp-content/uploads/2012/08/electionnotice.pdf)

# APPENDIX C

CEP Local 715-M[OFFICIAL BALLOT](http://www.unifor715m.org/wp/wp-content/uploads/2012/08/electionballet.doc)

# APPENDIX D

[ELIGIBILITY LIST](http://www.unifor715m.org/wp/wp-content/uploads/2012/08/eligibilitylist.pdf)

# APPENDIX E

LOCAL FINANCE POLICIES

# A BOOKKEEPING

### A-1

The Treasurer shall establish and maintain a Current Account at a chartered bank, credit union or trust company, approved by the Local Executive Board. Such account shall be established with an opening balance of $10,000.00, the purpose of which shall be to provide for the normal financial operation of the Local in accordance with Article 8.3 of the Local By-Laws.

### A-2

All transactions shall be by cheque.

### A-3

All cheques shall be co-signed by two of the following: Treasurer, President or Vice-President. Each cheque shall be consecutively pre-numbered.

### A-4

Each cheque stub shall contain complete information, i.e., date, payee, amount, cheque number and purpose of payment.

### A-5

The Treasurer shall establish and maintain a cheque register. The register shall contain a record of each cheque, listing the number, date, payee and amount of the cheque. Additionally, each disbursement shall be allocated to the proper account in the register.

### A-6

Cash receipts shall be deposited promptly in the Current Account. The Treasurer shall establish and maintain a cash receipt register to record all cash receipts and allocate same to the proper account.

### A-7

Each cheque must be supported by an invoice, expense voucher, or other supporting documentation deemed necessary.

### A-8

Each invoice, paid in accordance with Article 8.3, shall be canceled (stamped or marked paid) and dated.

### A-9

The Treasurer shall establish and maintain a general ledger, which shall be updated monthly.A-10 The Current Account shall be reconciled monthly.

# B INVESTMENT

### B-1

The Treasurer shall establish and maintain an Investment Account at the chartered bank, credit union or trust company approved by the Local Executive Board. Monthly, the Treasurer shall review the Current Account. Whenever the Current Account exceeds $10,000.00 the Treasurer shall transfer to the Investment Account, an amount necessary to reduce the Current Account balance to $10,000.00.

### B-2

The Local Executive Board shall, as deemed necessary, but not less than every calendar quarter, review any savings account, term deposit, investment, etc. The purpose of such review shall be to maximize the interest earned on all investments.

### B-3

Each Bank Account shall be reconciled monthly.

### B-4

All negotiable bonds, securities, share certificates, etc., shall be kept in safekeeping or a safety deposit box, with an approved financial institution. The Treasurer shall at all times remain responsible for such documents in accordance with Articles 2.6 and 2.6.1.

### B-5

The Local Executive Board shall not have access or control over any funds or securities other than the Current Account for the purpose of financing the Local’s operation. Additional funds may be provided for the Local Executive Board only upon passage of a resolution at a general or special membership meeting.

# C WELFARE

### C-1

Death: In the event of a member’s death or a death in the member’s immediate family, the amount to be spent in memoriam shall not exceed $100.00.Illness: In the event of a member’s illness or illness in the member’s immediate family, the amount to be spent for a suitable gift shall not exceed $100.00.

Birth: In the event of births, an amount not exceeding $100.00 may be spent for a suitable gift for the mother.

Retirement: In the event of the retirement of a member, the amount of a monetary gift shall be $50.00 per year of service, including interrupted service, with a minimum gift of $500.00.

Upon the recommendation of the Welfare Committee, the Local Executive Board may authorize expenditures for gifts/donations not covered above.

# D EXPENSES & SALARY LOSS WHEN ON UNION BUSINESS

### D-1

With prior approval of the Local Executive Board, Local members shall be reimbursed for reasonable expenses incurred when attending labour conventions, seminars, etc. Expense amounts such as hotel accommodation, travel, meals etc., shall be as outlined in the applicable Articles of the current Collective Agreement between CEP Local 715-M and the Company. Per diems shall be as specified by the National Union.

### D-2

Union work on a regular work day. With prior approval of the Local Executive Board, Local members shall be reimbursed for actual salary loss when attending full day labour conventions, seminars, Union sponsored courses, or arbitration, grievance, or negotiation meetings. If possible, arrangements may be made with the Company paymaster to have the member’s pay continue uninterrupted, and the Local Union shall reimburse the Company upon receipt of an invoice detailing the salary loss information.

### D-3

Child care costs for all Members. With prior approval of the Local Executive Board, Local members shall be reimbursed for child care expenses incurred on a regular day off when attending full day labour conventions, seminars, Union sponsored courses, or arbitration, grievance, or negotiation meetings.

### D-4

Child care costs for Executive Board Meetings .Local Executive Board Members and invited Committee Chairs, with the prior approval of the Local Executive Board, shall be reimbursed for child care expenses incurred when attending Local Executive Board meetings.

### D-5

A member who participates in Union affairs may be eligible for refunds, reimbursements or bursaries from the National Union, the CLC, etc. Where such is the case, the member shall cooperate fully with the Local Union in obtaining such monies. Further, if the member has received expense monies in accordance with the provisions above, they shall immediately upon receipt of such refunds, etc., forward such monies to the Local Treasurer. The purpose of this provision is to obtain such outside funds as may be available, further, a member shall not be reimbursed twice for the same expense(s).

### D-6

All approved expenses shall be paid only upon submission of vouchers and supporting receipts.