



CONSTITUTION

Of

CEP LOCAL 2003

Adopted June 8, 1960

Amended By

General Conventions 1961, 1962, 1963
1965, 1967, 1971, 1973, 1975, 1977, 1979, 1981, 1983,
1985, 1987, 1991, 1994, 1996, 2001, 2003, 2005

Special Conventions 1965, 1968, 1982, 1995, 1998, 2001, 2004

2005 EDITION

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I - NAME AND LOCAL OFFICE.....	2
ARTICLE II – OBJECTIVES.....	2
ARTICLE III – JURISDICTION.....	3
ARTICLE IV - GOVERNMENT OF THE LOCAL UNION.....	4
Rules of Order.....	4
Oath of Office.....	4
Workplace Union Representatives.....	4
General Membership Meetings.....	4
ARTICLE V - LOCAL CONVENTION.....	5
ARTICLE VI - LOCAL EXECUTIVE BOARD.....	6
ARTICLE VII - DUTIES OF LOCAL EXECUTIVE BOARD.....	8
Local President.....	8
Local Vice-President.....	8
Local Recording Secretary.....	8
Local Financial Secretary.....	8
Local Treasurer.....	9
Local Executive Board Members-at-Large.....	9
Local Trustees.....	9
Honorariums and Expenses.....	10
ARTICLE VIII - FISCAL RESPONSIBILITIES.....	10
Auditors.....	10
Audit by the Local Executive Board.....	10
Local Union Assessments.....	11
Defense Fund.....	11
Building Fund.....	11
Signing Authority.....	11
Financial Year.....	11
ARTICLE IX – MEMBERSHIP.....	12
Membership Cards.....	12
ARTICLE X - FISCAL RELATIONSHIPS, DUES AND ASSESSMENTS.....	13
Monthly Membership Dues.....	13
Associate Membership Dues.....	13
Dues Collection and Due Date.....	13
Tax Receipts.....	13
Fines.....	13

ARTICLE XI - DISCIPLINE..... 14

ARTICLE XII - EMPLOYEES OF THE LOCAL UNION..... 14

ARTICLE XIII - RELATIONSHIP WITH EMPLOYERS..... 14

ARTICLE XIV - REFERENDUM VOTE..... 15

ARTICLE XV - REPEAL OF CONSTITUTION ADOPTED JUNE 18TH, 1960 &
AMENDMENTS THERETO..... 15

NOTE: The Polices/Bylaws of CEP Local 2003 are attached for ease of reference following the Constitution. They do not form part of the Local Constitution.

PREAMBLE:

WHEREAS the Canadian Union of Operating Engineers & General Workers (CUOE) has been founded upon principles of social justice and democratic action and is dedicated to the improvement of the social and economic status of its Members by legal, moral and democratic means;

AND WHEREAS it is recognized that the labour of people is prior to and more important than capital;

AND WHEREAS the Members of the CUOE have dedicated themselves to active co-operation with other legitimate labour organizations to the end that the united efforts of workers may be used to overcome the abuses of unfair wages, hours, conditions and anti-labour activities wherever and whenever they may originate or exist;

AND WHEREAS the CUOE has formulated and adopted the following rules for the purpose of attaining its objectives to the end that the Canadian Union of Operating Engineers & General Workers shall be an honourable institution in which the holding of membership will be a source of pride;

AND WHEREAS the Canadian Union of Operating Engineers and General Workers, in order to better serve its members and better work toward its objectives, has chosen to merge with the Communications, Energy and Paperworkers Union of Canada (CEP), the following rules shall apply, subject to the National Constitution of the Communications, Energy and Paperworkers Union of Canada.

CONSTITUTION OF CEP LOCAL 2003

ARTICLE I - NAME AND LOCAL OFFICE

Sec. (1) This organization shall be known as Communications, Energy and Paperworkers Union of Canada, Local 2003 (hereinafter called the "Local").

Sec. (2) This Local was established as a result of a merger between the Canadian Union of Operating Engineers and General Workers (CUOE) and the Communications, Energy and Paperworkers Union of Canada and a charter issued to it on July 8, 2003 by the Communications, Energy and Paperworkers Union of Canada (hereinafter called the "National Union"), pursuant to the Constitution of the National Union.

Sec. (3) The headquarters and main office of this Local shall be at such place as may be designated by the Local Executive Board.

ARTICLE II - OBJECTIVES

Sec. (1) To regulate relations between employers and employees, including but not limited to the right to bargain collectively on behalf of the employees in any company under the jurisdiction of the Local.

Sec. (2) To bring about improvements in the wages and working conditions of the membership, including the right to equal pay for work of equal value.

Sec. (3) To provide a democratic form of government within the Local based on the principle of the rank and file Members being the highest body, allowing freedom of speech and vote to all Members regardless of race, colour, creed, gender, sexual orientation, ancestry, place of origin, ethnic origin, citizenship, age, record of offences (for a pardonable offence), marital status, family status or handicap.

Sec. (4) To promote the occupational health and safety of our Members, and to promote environmental awareness and to improve environmental practices in our workplaces.

Sec. (5) To defend the right of worker representation in negotiations and the right of rank and file Members to ratify all Agreements with employers.

Sec. (6) To promote the rights of workers in Canada. To promote the right to belong to labour organizations which are not influenced or dominated by any element foreign to, or not in the best interests of, the people of Canada.

Sec. (7) To take action in support of pro-labour legislation and against anti-labour legislation and to encourage individual Members of the Local to do likewise, except that the Local itself can neither formally affiliate with, nor contribute Local funds to, any political party or candidate for public office, preferring to leave such choices to individual Members. This does not preclude any Member or group of Members working in support of, or representing the political party of their choice, provided they do so on their own time and with their own funds.

Sec. (8) To promote educational programs for rank and file Members and to encourage communication within the membership on all Union related matters.

ARTICLE III - JURISDICTION

Sec. (1) The jurisdiction of the Union shall include units of employees engaged in any field of employment restricted only by the terms of a relevant Labour Relations Act(s) applying to such jurisdiction.

Sec. (2) The evolution of the CUOE (now CEP Local 2003) from a pure craft status shall not negate our Union's ability to continue to represent and organize such crafts. The craft jurisdiction of our Union shall include, and extend, to all persons and their assistants engaged in the supervision, control, operation and maintenance of pressure vessels, boilers, steam generators, engines, turbines, motors, internal combustion engines, pumps, air or gas compressors, generators, ice and refrigeration machines, air conditioning units and plants, and all appurtenances connected with and used in conventional and nuclear power plant operations in all commercial, industrial, mining, institutional, waste treatment and sewage treatment facilities and all environmental treatment and protection plants.

Sec. (3) The Local Executive Board shall have the right to investigate and/or pursue mergers with other CEP Locals as the Local Executive Board deems appropriate. Without limiting the generality of the foregoing, the Local Executive Board shall have the sole discretion to enter into an agreement and merge our Local with another CEP Local.

ARTICLE IV - GOVERNMENT OF THE LOCAL

Sec. (1) The business and affairs of the Local shall be directed and managed, in accordance with the Constitution of the National Union and the Constitution of the Local Union, by the following bodies to the extent that their duties, authority and powers are set forth and defined herein:

1. Conventions of the Local Union
2. Local Executive Board & Local Officers
3. General Membership Meeting

Sec. (2) Rules of Order:

The rules of order not specifically covered by this Constitution or the Constitution of the National Union shall be in accordance with Bourinot's Rules of Order.

Sec. (3) Oath of Office:

I, _____, do solemnly affirm to faithfully execute the office to which I have been elected, and will, to the best of my ability, preserve, protect, and defend the Constitution of the Communications, Energy and Paperworkers Union of Canada and the Constitution of CEP Local 2003, and upon completion of my term of office, deliver to my successor all Union books, papers and property that may be in my possession.

Sec. (4) Workplace Union Representatives:

Workplace Union Representatives, including but not limited to, Stewards, Health and Safety Representatives and their Alternates, shall be recognized as members holding an office in the Local Union for the purposes of Article 17 of the CEP National Constitution.

Sec. (5) General Membership Meetings:

(a) The Members of the Local shall meet upon the call of the Local Executive Board.

(b) The Local shall have at least four (4) regular Membership Meetings per year.

(c) Notice of the time and place of each meeting shall be given in writing not fewer than fourteen (14) days before the date on which the meeting is to be held.

(d) The membership has the right to appeal any decision of the Local Executive Board or a General Membership Meeting, provided that the following procedure is carried out: A petition clearly stating the issue or issues being appealed must be signed by at least fifteen percent (15%) of the total membership of the Local Union and presented at the following regularly scheduled General Membership Meeting.

A referendum vote of the Local Union Members will be taken provided the above procedure is complied with. A majority vote of the Local Membership on the referendum will be required to overrule any decisions of the Local Executive Board or a General Membership Meeting.

ARTICLE V - LOCAL CONVENTION

Sec. (1) A Regular Convention of the Local Union shall be held during every second calendar year; the date and place of the meeting shall be determined by the Local Executive Board. Written notice of the time and place of each meeting of the Regular Local Convention shall be given by the Local Secretary directly to the Stewards for posting in the workplace not fewer than sixty (60) days before the date upon which the meeting is to be held, provided, however, that the proceedings of a Regular Local Convention shall not be invalidated by reason of any deficiency in the contents of the notice.

Sec. (2) Special meetings of the Local Convention, herein called Special Conventions, shall be called upon the request of a majority of the Local Executive Board submitted in writing to the Local Secretary. Such requests submitted by the Local Executive Board shall set forth in sufficient detail the purposes for which the Special Convention is requested. The Special Convention shall be held on a date within ninety (90) days following receipt of a request being made. The Local Secretary, upon receipt of the request, shall give notice to the Stewards for posting in the workplace not fewer than thirty (30) days before the date on which the meeting is to be held, stating the time, place and purpose of the Special Convention, provided, however, that the proceedings of a Special Local Convention shall not be invalidated by reason of any deficiency in the contents of the notice. Any matter or business may be transacted at a Special Convention, but only if it is included in the posted notice.

Sec. (3) A Regular or Special Convention, called in accordance with the Constitution of the Local, shall enjoy full and complete powers to manage and undertake the affairs of the Local and shall have power to delegate the same.

Sec. (4) All additions or amendments to the Constitution of the Local shall be done at the biennial Regular Local Convention or at a Special Convention called for that purpose, in accordance with the following provisions:

(a) Amendments to the Local Constitution will require a two-thirds (2/3) majority of the votes by delegates at the Convention duly cast on the question.

(b) Additions to the Local Constitution will require only a simple majority of the votes by delegates at the Convention duly cast on the question.

Sec. (5) The bylaws and policies of the Local Union may be changed by majority vote at any Regular Local Convention, at any Special Local Convention duly called for that purpose, at any General Membership Meeting, or at any Local Executive Board Meeting provided that changes made by the Executive Board are subject to review and reconsideration at the next General Membership Meeting.

Sec. (6) At all meetings of the Regular Local Convention or a Special Local Convention every question shall, unless otherwise provided herein, be determined by the majority of the votes by delegates at the Convention duly cast on the question.

Sec. (7) The Local Executive Board shall be entitled to appoint one (1) delegate to a Regular or Special Convention of the Local for each fifty (50) Members or majority fraction. In the event that the Local Executive Board shall appoint fewer delegates than it may be entitled to appoint on the basis of its membership in accordance with the foregoing, such delegates as are appointed shall be entitled to additional votes for each fifty (50) Members of the Local Union or majority fraction thereof for which no appointment of a delegate has been made; provided, however, that no single delegate shall be entitled to hold more than eight (8) votes. The number of delegates to be appointed or votes to be held by the Local Executive Board shall be based upon the number of Members of the Local Union as indicated by the dues checkoff four (4) months preceding the month in which the Convention is held. All delegates appointed by the Local Executive Board shall be submitted for approval by the membership at the General Membership Meeting to be held in the month preceding the Convention. In the event that there is no opposition to the delegates so appointed, then such delegates shall be deemed to be approved by the membership.

Sec. (8) The Local Officers that comprise the Local Executive Board shall, by virtue of their office, be delegates at large to any Convention.

Sec. (9) A Member may be required to satisfy the Local Executive Board that he has been an active Member of the Local in order to qualify for election or appointment as a delegate to a Regular or Special Convention.

Sec. (10) Delegates entitled to cast two-thirds (2/3) of the allotted votes shall constitute a quorum at all Conventions of the Local.

ARTICLE VI - LOCAL EXECUTIVE BOARD

Sec. (1) The voting members of the Local Executive Board shall be comprised of the Local President, the Local Vice-President, the Local Secretary, the Local Financial Secretary and the Local Treasurer, all of whom shall be elected from and by the delegates at the Local Convention. Non-voting members of the Local Executive Board shall be comprised of Members-at-Large, who may be elected by the delegates at the Local Convention or appointed at any General Membership Meeting, and Local Union employees designated under Article XII - Employees of the Local Union.

Sec. (2) Subject to the provisions of this Constitution any Member of the Local, in good standing, shall be eligible for election to the Local Executive Board. Any member of the Local Executive Board who fails to remain a member in good standing of the Local Union shall be deemed to have resigned from the Local Executive Board.

Sec. (3) Any Member, who is not personally present at the Regular Convention of the Local, who gives written notice of his/her intention to stand for election to office to the Local Secretary in advance of the holding of the election and who is prevented from appearing due to good and sufficient cause will remain on the ballot; however, his/her non attendance shall be discussed and determined by the Convention delegates.

Sec. (4) The Local Executive Board shall meet at such time and place as may be determined from time to time by the Local President, or upon the written request of the majority of the Members of the Local Executive Board; provided, however, that the Local Executive Board shall endeavor to meet monthly but, in any case, not fewer than ten (10) times per year.

Sec. (5) At all meetings of the Local Executive Board, every question shall be determined by the majority of the votes cast on the question. Business may be transacted between meetings of the Local Executive Board by conducting polls of the Local Executive Board and upon the vote of the majority of the Members thereof.

Sec. (6) Decisions of the Local Executive Board that are not in violation of the Local Union Constitution or the National Union Constitution are final and binding.

Sec. (7) A majority of the Local Executive Board Members shall constitute a quorum.

Sec. (8) In case of vacancy in the office of Local President, the Local Vice-President shall immediately assume all responsibilities of that office for the unexpired term. Vacancies in other offices shall be filled by appointment by the Local Executive Board to serve until the next Regular or Special Convention of the Local.

Sec. (9) The Local Executive Board shall be entitled from time to time to create Standing and Ad Hoc Committees to undertake such actions as it may deem necessary and appropriate and to appoint the Members thereof. The Local President shall, by virtue of his/her office, be a Member of all Committees created by the Board.

Sec. (10) The Local Executive Board may adopt such policies as they deem necessary for the purpose of administering the affairs of the Local; provided, however, that such policies shall not be in violation of the Constitution of the Union.

Sec. (11) The Local Executive Board shall be responsible to develop ties with the labour councils, worker oriented political parties, and labour supporters in general.

ARTICLE VII - DUTIES OF LOCAL EXECUTIVE BOARD

Sec. (1) Local President:

The Local President shall be the Chief Executive Officer of the Local Union and shall have the general management and direction, subject to the authority of the Local Executive Board, of the Local Union's business and affairs. S/he shall, whenever possible, preside at all meetings of the Local Convention, the General Membership and the Local Executive Board. S/he shall be responsible for the due and proper administration, enforcement and interpretation of the Constitution, and shall submit regular and timely reports to the Local Executive Board.

Sec. (2) Local Vice-President:

The Local Vice-President shall, during the absence or inability to act of the President, undertake the duties and responsibilities of the President, and shall otherwise assist the Local President in the discharge of his/her duties and further shall undertake such other duties as may from time to time be assigned to him/her by the Local President and the Local Executive Board.

Sec. (3) Local Recording Secretary:

The Local Recording Secretary shall attend all meetings of the Local Convention and the Local Executive Board and shall enter or cause to be entered in the books for that purpose the minutes of all proceedings thereat. S/he shall give or cause to be given all notices required to be given to the Members and to the Local Executive Board of all meetings and shall be custodian of all records, books, papers, documents and other instruments of the Union relative to this office and s/he shall distribute minutes of meetings in such manner as may from time to time be determined by the Local Convention and the Local Executive Board.

Sec. (4) Local Financial Secretary:

The Local Financial Secretary shall supervise the collection of all dues, fines, initiation fees, assessments, funds and other receipts paid to the Local Union, keep a complete account of the Members' dues status, together with the name and address of each, and deliver to the Local Treasurer all monies and funds so received and keep the Local Treasurer advised of the dues status of the membership and inform the Local Executive Board of all admissions, deaths, suspensions and withdrawals. S/he shall further undertake such duties as may from time to time be assigned to him/her by the Local Executive Board.

Sec. (5) Local Treasurer:

The Local Treasurer shall keep full and accurate books of account in which shall be recorded all receipts and disbursements of the Local Union and, under the direction of the Local Executive Board, shall control the deposit of money, the safekeeping of securities and the disbursement of the funds of the Local Union and shall administer any special purpose funds that may be established by the Local Executive Board or the Local Convention. S/he shall render to the Local Executive Board at the meetings thereof, whenever required of him/her, an account of all his/her transactions as Treasurer and of the financial position of the Union. S/he shall further undertake such duties as may from time to time be assigned to him/her by the Local Executive Board.

Sec. (6) Local Executive Board Members-at-Large:

Executive Board Members-at-Large shall undertake such duties as may from time to time be assigned to them by the Local President and the Local Executive Board. They shall have no voting privileges at Local Executive Board meetings but shall table documents and reports as required by the Local Executive Board.

Sec. (7) Local Trustees:

The Local Convention or General Membership Meeting shall elect up to three (3) Local Trustees for a term of office as specified in the Local Bylaws. The Trustees shall examine and audit the books and records of the Local Union at least four (4) times a year and shall submit a written report on each audit to the Local Union and to the National Treasurer in such manner and at such times as the National Treasurer may require, and have such further powers and duties as may be provided by the Local Union bylaws.

(Note: The bonding company for the National Union requires that trustees audit the books and records at least four (4) times a year.)

When requested by the Local Executive Board, the Local Trustees shall further prepare an inventory of the property of the Union and shall submit a report thereon to the Local Convention or to the Local Executive Board. The Local Trustees shall further work in close co-operation with the Auditors of the Union and shall render such assistance as may be necessary to permit the Auditors to undertake their work. Property, books, records and documents held or possessed by the Local Officers of the Union shall be delivered to the Trustees upon the vacating of office by any of the Local Officers and shall be delivered by the Trustees to the successors of the said Local Officers.

Sec. (8) Honorariums and Expenses:

As a token of recognition for the hard work and dedication of the members of the Local Executive Board, each member shall receive an annual honorarium in such amount as may be determined every two (2) years by the Regular Local Convention. At the convention in May of 2003, the amount of the honorarium was set at \$50.00 per regularly scheduled and attended meeting. The honorarium will be paid each year in the first two weeks in January for the previous fiscal year ending on December 31. Members of the Local Executive Board who leave the Board before the completion of their term will receive their honorarium within one month of the date when they cease to be members of the Board and return all Union property that may be in their possession.

The Local President, the Local Vice-President, the Local Recording Secretary, the Local Financial Secretary, the Local Treasurer and Local Executive Board Members-at-Large shall be entitled to be reimbursed for expenses incurred in the performance of their duties, in addition to the annual honorarium.

The Local Trustees shall be entitled to be reimbursed for expenses incurred in the performance of their duties.

Sec. (9) Local Officers shall take oath and assume office immediately after election, and shall hold office until their successors are elected and assume office.

ARTICLE VIII - FISCAL RESPONSIBILITIES

Sec. (1) Auditors:

Each Regular Local Convention or Special Local Convention shall appoint a Local Auditor who shall be a Chartered Accountant or a Firm of Chartered Accountants, or delegate to the Local Executive Board the responsibility of choosing such accountant at the first meeting of the Local Executive Board immediately following such Convention. The appointment of the Local Auditor shall continue until the next such Local Convention, and his/her remuneration shall be such as may be fixed from time to time by the Local Executive Board.

Sec. (2) Audit by the Local Executive Board:

There shall be a mandatory audit of the books and records of the Local Office by the Local Auditor annually. The Local Union shall make available all books and records of the Local Union, including those in the custody of the Secretary and Treasurer, for the inspection and review of the Local Auditor or by such persons as may be authorized by the Local Executive Board and shall do all such things as may be necessary to assist the Local Auditor in the discharge of the duties of his/her office.

Sec. (3) Local Union Assessments:

Assessments shall be uniformly levied on all Members for proper cause after a majority of the ballots returned from a referendum vote or a majority of votes at a Local Convention or Special Convention called for that purpose shows that the Members are in favour of such assessments. The Local Secretary shall be responsible for the proper conduct and supervision of such referendum votes and may appoint tellers and scrutineers as needed to insure a proper and honest tabulation of votes.

Sec. (4) Defense Fund:

There shall be a Defense Fund established for the purpose of protecting the Local and assisting and sustaining the Members in the case of lockouts and authorized strikes. For the purposes of maintaining the Defense Fund such sums as may be determined from time to time by the Local Executive Board shall be deposited in the Defense Fund account. The funds shall be separate from any other account and used for the purposes outlined in the Local Bylaws/Policies. The Local Executive Board shall from time to time by resolution appoint signing officers with regard to the said bank account. The Fund shall be audited by the Local Auditor.

Sec. (5) Building Fund:

There shall be a Building Fund established for the purpose of purchasing and maintaining property for use by the Union. Such sums as may be determined from time to time by the Local Executive Board shall be deposited in the Building Fund. The fund shall be audited by the Local Auditor.

Sec. (6) Signing Authority:

(a) All cheques drawn on a Union account shall require two (2) authorized signatures.

(b) All voting officers of the Local Executive Board shall be considered authorized signatories. The Local Executive Board may designate other authorized signatories as required.

Sec. (7) Financial Year:

Unless otherwise ordered by the Local Executive Board the financial year of the Union shall end on December 31st of each year.

ARTICLE IX - MEMBERSHIP

Sec. (1) Any worker who supports the aims and objectives of this Union and desires to apply for membership may do so by filling out and signing an Application Card. In addition to other requirements under this Constitution of the Local Union, a worker's Application for Membership Card shall be subject to approval by the Local Union before s/he is allowed to participate in the Local Union's affairs. The Local Union, at its discretion, may establish a uniform initiation fee for non-members of the Union beginning work in a bargaining unit under the jurisdiction of the Local Union.

Sec. (2) Each Member will receive a Membership Card issued by the National Union.

Sec. (3) All Members of the Local Union, subject to the provisions of the Constitution, shall enjoy all rights and privileges of membership so long as they remain Members in good standing of the Union. It shall also be the responsibility of all Members to promote the preservation of the CEP and any subordinate part thereof, and to refrain from lending assistance to any attempted raid by another Union on any of the CEP bodies.

Sec. (4) Members of the Union shall be required as conditions of such membership to remain in good financial standing with the Union and to pay such dues and assessments as may properly be established from time to time, and to conform to and abide by the conditions of employment as negotiated and signed under contracts with the Local Union. All Members of the Local Union shall notify the office of the Local Union of any change of address or telephone number.

Sec. (5) Members of the Local Union who are sixty (60) days in arrears in the payment of dues, or special assessments, shall have an arrears notice sent to their last known place of residence by ordinary post by the Local Treasurer or Local Financial Secretary. In the event of the Member failing to acknowledge receipt of the said notice within ten (10) days, a further notice will be sent to him/her at such address by Registered Mail. If such arrears continue for a period of ninety (90) days in total, then the Member in question shall be suspended.

Sec. (6) A suspended Member of the Union shall not be reinstated until all back dues up to a maximum of ninety (90) days and all assessments owing, as of the date of suspension, have been paid.

Sec. (7) The reinstatement of suspended Members shall be at the discretion of the Local Executive Board.

Sec. (8) The special membership category of Associate Member is for those who are not working under the active jurisdiction of the Local Union but who wish to support the aims and objectives of the Union, and to participate in the affairs of the Local Union.

ARTICLE X - FISCAL RELATIONSHIPS, DUES AND ASSESSMENTS

Sec. (1) Monthly Membership Dues:

In addition to Membership Initiation Fees described in Article IX Sec. (1) all Bargaining Unit employees shall as a condition of continued employment pay monthly Membership Dues in accordance with the Local Union's Dues Policy as may be amended from time to time.

The monthly dues shall be established by the Local Union. Monthly dues may be increased by a referendum vote showing that the majority of the Local Union membership is in favour of such an increase or by a majority vote of the ballots cast at a Regular or Special Local Convention called for that purpose.

Sec. (2) Associate Membership Dues:

A reduced membership dues scale may be established by the Local Union for Associate Members who are not working under the active jurisdiction of the Local Union but who wish to support the aims and objectives of the Union. Any person joining the Local Union as a reduced dues Member, shall, as a condition of membership, be required to pay one year's (12 months') dues in advance upon joining the Local Union in addition to Membership Initiation Fees described in Article IX Sec. (1).

Sec. (3) Dues Collection and Due Date:

Dues may be collected by checkoff arrangements with employers, by direct payment to the Local Union or by such other means as may be established from time to time in accordance with the Union's Dues Policy.

Dues shall be payable by the end of each calendar month.

Sec. (4) Tax Receipts:

Each Member will receive an annual statement in the month of February showing the dues paid to the CEP Local 2003 in the previous year, if such dues are not recorded on the Member's T-4 slip(s).

These receipts will be issued by the Local Financial Secretary directly to the Members where required.

Sec. (5) Fines:

The Local Executive Board may create policy to levy fines and/or penalties for violations of the Constitution.

ARTICLE XI - DISCIPLINE

Every member of this Union shall be entitled to a just and impartial trial for any offence of which s/he might be charged, in accordance with Article 17 of the National Constitution.

ARTICLE XII - EMPLOYEES OF THE LOCAL UNION

The Local Union shall hire employees necessary for servicing the membership. The Local Executive Board shall have the authority to hire, at their discretion, a Business Manager to supervise all other employees and to handle the daily affairs of the Local under the direction and supervision of the Local Executive Board. The Business Manager will attend all Local Executive Board meetings, all General Membership meetings and all Regular and Special Local Conventions and provide a written or verbal report. All elected Local Officials except the Local Treasurer will be eligible to be hired for this position. A Business Manager who is not also an Elected Local Official will be a non-voting member of the Local Executive Board and will not have voting rights at any Local Executive Board or General Membership Meeting or at any Regular or Special Local Convention. All other Employees of the Local Union shall be ineligible to hold office on the Local Executive Board; nor shall they be eligible for election as a delegate to any Convention of the Local Union or any Convention of the National Union.

ARTICLE XIII - RELATIONSHIP WITH EMPLOYERS

Sec. (1) Actions or decisions affecting relations between Employer(s) and the Local Union or its Members shall be carried out in accordance with customary trade Union practices, and must be in compliance with prevailing laws or regulations and in accordance with the terms of the appropriate Collective Agreement.

Sec. (2) Strike action may only be taken with the consent of the Members of the Bargaining Unit concerned and the approval of the National President under the provisions of the National Constitution.

Sec. (3) Collective Agreements negotiated with an Employer through the action of an agent or Representative of the Union shall be copied to the National Executive Board in addition to the Local Executive Board. Such Agreement shall be signed after the Members of the Bargaining Unit described therein have accepted its terms and such Agreement is in accordance with Local Union and National Union policies.

ARTICLE XIV - REFERENDUM VOTE

Upon the holding of a referendum vote, the Local Secretary shall forward to each Member of the Local Union, by ordinary post, addressed to such Member at his/her last address shown in the records in the custody of the Local or the Local Secretary, a statement outlining the reasons for the referendum vote being conducted, together with such material and information as may be necessary to permit such Member to render a decision on the question: the said material shall include a ballot paper in which the question is clearly set out followed by:

I am in favour of the motion _____

I am opposed to the motion _____

The ballot shall be returned to the Local or Local Secretary within the time specified in the notice. All ballots shall be marked with one (1) "X" or "✓" in the designated space to indicate the vote of the Member and only such ballots as are so marked and received at the Local Office or by the Local Secretary within the time specified shall be counted. Any ballots otherwise marked will be considered spoiled ballots. The Local Secretary, after having counted and tabulated the ballots shall determine the result of the vote and report the same to the Local Executive Board, which shall declare the motion to be lost or carried and report the outcome to the membership. The Local Executive Board may establish a Scrutineers Board for the counting and tabulation of ballots.

ARTICLE XV - REPEAL OF CONSTITUTION ADOPTED JUNE 18TH, 1960 & AMENDMENTS THERETO

The Constitution of the Canadian Union of Operating Engineers & General Workers adopted on the 18th day of June 1960 and as amended by the subsequent conventions prior to the year 2005 be hereby repealed and declared to be of no further force and effect. This Constitution, adopted by Regular Convention of CEP Local 2003 on February 20, 2005, shall become effective when approved by the National Union President.



CEP Local 2003

POLICIES/BYLAWS

NOTE: These Policies/Bylaws do not form part of the CEP Local 2003 Constitution, but are enclosed with the Constitution for ease of reference.

TABLE OF CONTENTS

POLICIES

The following are the Policies which have been enacted by the Executive Board of CEP Local 2003 under Article VI, Section 10 of the Constitution.

1. Monetary Funds	
1.01 Defense Fund.....	1
(a) Strike Pay.....	1
(b) Other Uses.....	1
1.02 Education Fund.....	2
1.03 Building Fund.....	2
1.04 Social Events & Charitable Donation.....	2
2. Monetary Policies	
2.01 Cheque Signing.....	3
2.02 Initiation Fees.....	3
2.03 Associate Membership.....	3
2.04 Organization of a new Bargaining Unit.....	4
2.05 Reimbursement for Travel for Union Business.....	4
2.06 Per Diem Payments.....	4
2.07 Reimbursement for Loss of Wages.....	4
2.08 Union Dues Deduction Policy.....	5
3. Workplace Union Representatives	
3.01 Election of Workplace Union Representatives and Their Alternates.....	6
3.02 Election of Workplace Union Representatives Due to Vacancies.....	6
3.03 Removal of Workplace Union Representatives and Their Alternates.....	7
3.04 Mandatory Replacement of Workplace Union Representatives and Their Alternates..	7
3.05 Local Executive Board Authority.....	7
3.06 Return of Union Property.....	8
4. Conflict of Interest	
4.01 Conflict of Interest Guidelines.....	8
5. Workplace Violence and Discrimination	
5.01 Workplace Violence.....	9
5.02 Workplace Discrimination and Harassment.....	9
6. Grievances	
6.01 Carriage of Grievances.....	11
6.02 Withdrawal of Grievances by the National Representative.....	11
6.03 Grievance Appeal Procedure.....	12
7. Collective Agreements	
7.01 Duration of Collective Agreements.....	13
8. Childcare	
8.01 Reimbursement for Childcare Costs.....	13

1 – MONETARY FUNDS

1.01 – Local Defense Fund

The Defense Fund is established under Article VIII, Section 4 of the Local Constitution for the purpose of protecting the Local and providing a minimum level of income to members who are on strike or are locked out. Contributions to the Defense Fund shall be as required, as finances permit.

[Adopted on Feb.20/2005]

1.01(a) - Strike Pay

Members on authorized strike or lockout shall be provided with strike pay by the National Union, in accordance with its Constitution and Policies. The Local Executive Board may, at its sole discretion, use the Local Defense Fund for additional strike pay or “top-ups” on case-by-case consideration, provided, however, that no such payments shall exceed the amounts that the Member would otherwise have received through legislated Employment Insurance Benefits had they been otherwise eligible for such payments. The responsibility for payments of additional strike benefits will cease when the funds in the Local Defense Fund become exhausted and there shall be no further responsibility of the Local Union for any retroactive payment of benefits at a later date.

[Adopted on Feb.20/2005]

1.01(b) - Other Uses

Any unit that cannot take strike action because of The Hospital Labour Disputes Arbitration Act is to have the cost of the actual Interest Arbitration paid from the Local Defense Fund, to be reimbursed by the National Union.

The Local Executive Board by two-thirds (2/3) majority vote may at its sole discretion decide to utilize the Local Defense Fund monies for the purposes of funding organizing drives or to defend against raids on current bargaining units. The amount of funds designated for such use shall not exceed a maximum of twenty-five percent (25%) of the funds available in the Defense Fund at the time such designation is made. Additional monies cannot be drawn to fund the same organizing drive and each additional draw shall not exceed the above maximum percentage based on the current Local Defense Fund status. Each request for the above purpose shall be made to the Local Executive Board separately and voted on. The Local Defense Fund balance shall be adjusted immediately when calculating each subsequent request. The total of all such requests for the fiscal year shall not exceed twenty-five percent (25%) of the balance of the Local Defense Fund at the time of the first request being made. Each request for the above use shall be detailed and governed by Local Union Bylaws/Policy as established by the Local Executive Board and as may be amended from time to time. The Local Defense Fund monies allocated through the above noted request cannot be used to cover any existing expenses of the Local Union; nor can such funds be utilized to cover any salary expenses of staff employed at the time of such request. However, the funds can be utilized to hire additional staff on a temporary basis.**[Adopted on Feb.20/2005]**

1.02 - Education and Publication Fund

The Education and Publication Fund is established for the purpose of enabling the Union to foster, develop and promote the education of its members. Contributions to the Education and Publication Fund shall be as required, as finances permit.

The Local Executive Board may appoint a Director of Education and Publications who will be responsible for compiling educational material and Union publications and who shall have the authority, in consultation with the Local Executive Board, to appoint other Officers and Boards as may become necessary.

Steward and Health and Safety Representatives shall be given consultation and provided with periodic training to assist them in carrying out their duties, in the best interest of their Union and its Membership.

[Adopted on Feb.20/2005]

1.03 - Building Fund

The Building Fund is established under Article VIII, Section 5 of the Constitution for the purpose of permitting the Union to purchase suitable office space which will serve as a permanent head office. Contributions to the Building Fund shall be as required, as finances permit.

[Adopted on Feb.20/2005]

1.04 - Social Events & Charitable Donations

Social Events & Charitable Donations are paid for from the general account. The Union may host social events which encourage the interaction of its members outside the workplace setting. Alternatively, these monies may be used by a bargaining unit to contribute to a charity of its choosing. Bargaining units who would like to access this fund for either purpose must contact the Local office one (1) month in advance. The monies cannot be used for the purchase of alcoholic beverages or tobacco products, gambling or illegal activity. Receipts are required for all expenditures and failure to provide receipts may result in loss of access to these funds.

The maximum draw for Social Event & Charitable Donations is established as \$5.00 per member of the Union, calculated on a yearly basis from January 1 of any year through December 31 of the same year. In the event that membership in the Bargaining Unit fluctuates over the course of the calendar year, the month previous to the month the request was made shall be used to calculate the contribution.

[Adopted on Feb.20/2005]

2 – MONETARY POLICIES

2.01 - Cheque Signing

No blank cheques will be signed. Once the cheque is filled out, the Treasurer will be the first signer and another member of the Local Executive will be the second signer. Both signers must confirm the details on the cheque with the invoice or other documentation. In the absence of the Treasurer, the Local Executive may appoint another member to be the first signer temporarily.

[Adopted on Feb.20/2005]

2.02 - Initiation Fees

In accordance with Article IX, Section 1 of the Constitution, new members of the Union shall pay an initiation fee of \$25.00. Upon presentation of a withdrawal card or a transfer card from any Local of the Communications, Energy and Paperworkers Union of Canada, no initiation fee is payable.

[Adopted on Feb.20/2005]

2.03 - Associate Membership

The Union acknowledges the important contributions that can be made to it by its members who are no longer actively employed in a bargaining unit, and is aware of the role that the Union can play in assisting some of its members to find gainful employment. To these ends, under Article IX, Section 8 of the Local Constitution, Associate Membership is permitted and such Associate members shall pay yearly membership fees in the amount of \$60.00. The initiation fee, as set out in 2.02, must be remitted upon application for Associate Membership with the exception of 2.03(b) Job List Participants.

(a) Participating Associate Membership: for those who wish to participate in all Union activities to which the General Membership is entitled to take part, as outlined in the CEP National Constitution, Article 5.03.(06)(07)(08)(09)

(b) Job List Participant: for those who only wish to have access to the Operating Engineers Job List and they shall not have the right to participate in any other Union activities. These participants will be required to pay a \$60.00 yearly fee plus an additional one time \$25.00 administrative fee.

[Adopted on Feb.20/2005]

2.04 - Organization of a New Bargaining Unit

As an incentive to promote growth of the Union, a current member or members (who are not employed in the subject bargaining unit) who are involved in the organizing of a new unit shall be entitled to the first month's dues of that bargaining unit, to a maximum of \$1,000.00. The payment is only made following the subject bargaining unit's ratification of the first Collective Agreement. New Members of this Local as a result of organizing shall not be required to pay any initiation fees.

[Adopted on Feb.20/2005]

2.05 - Reimbursement for Travel for Union Business

Members of the Union who use a vehicle for Union business shall be reimbursed for such usage as follows: \$0.43 per kilometre for the first 5,000 kilometres driven in a calendar year and \$0.35 per kilometre for each kilometre thereafter. This reimbursement program is established under Article VI, Section 10 of the Local Constitution.

[Adopted on Feb.20/2005]

2.06 - Per Diem Payments

Members who are required by the Local Union to attend or assist in the conduct of authorized Union business (such as stewards' schools and organizing) on a non-workday, are entitled to a per diem payment of \$125.00 for a full-day event, or \$62.50 for a half-day event. In order to qualify for this payment, members must attend the entire event as scheduled and perform their duties as required. Per Diem is not payable to stewards or other bargaining unit members when they perform their duties such as negotiation of the Collective Agreement, handling grievances, attending bargaining unit meetings, etc. Any per diem payments by CEP Local 2003 will not have Income Tax deducted at the source. The responsibility will rest upon the individual to report monies paid by the Local to Revenue Canada.

[Adopted on Feb.20/2005]

2.07 - Reimbursement for Loss of Wages

Members who are required to attend or assist in the conduct of authorized Union business (such as negotiations, arbitrations, stewards' schools or organizing drives) on what would have otherwise been a scheduled workday, are entitled to compensation equal to the wages lost for being absent on the day in question. Wages include shift and/or weekend premium(s) but do not include overtime premium. In order to qualify for this payment, members must attend the entire event as scheduled for the day in question and perform their duties as required. Furthermore, loss of wages from non-bargaining unit employment will not be reimbursed (i.e., second job or own business), and members are not permitted to claim loss of wages for non-workdays (scheduled days off). Any lost wages paid by CEP Local 2003 will not have Income Tax deducted at the source. The responsibility will rest upon the individual to report monies paid by the Local to Revenue Canada.

[Adopted on Feb.20/2005]

2.08 - Union Dues Deduction Policy

(a) **FULL-TIME EMPLOYEES (ALSO FULL-TIME SEASONAL/CASUAL):** CEP Local 2003 currently charges two point nine (2.9) hours of the employee's base hourly rate of pay per month for each full-time employee (normal average of more than 24 hours per week over the month for which the dues are being deducted). If any time is worked by a full-time employee in a month, then dues are owed as per the above. (This includes full-time seasonal and casual employees.)

(b) **PART-TIME EMPLOYEES (ALSO PART-TIME SEASONAL/CASUAL):** Dues payable by part-time employees (normally work fewer than 24 hours per week over the month) are one point four five (1.45) hours of the employee's base hourly rate of pay per month. If a part-time employee works any time in a month, then one point four five (1.45) hours' dues must be remitted. (This includes part-time seasonal and casual employees.) If no hours are worked, then, of course, no dues are paid.

PART-TIME EMPLOYEE WORKS FULL-TIME HOURS: If, however, the average hours worked by a part-time casual or seasonal employee over the month in question total more than 24 hours per week, then two point nine (2.9) hours' dues (same as for full-time employees) must be remitted.

(c) **WHEN TO REMIT:** Such dues deducted must be remitted by the end of the calendar month in which the dues were deducted.

(d) **METHOD OF DEDUCTION USED BY EMPLOYER:** Regardless of the format used to deduct dues (weekly, bi-weekly, monthly) the remittance must be the equivalent of one point four five (1.45) hours of the base rate for part-time employees, or two point nine (2.9) times the base rate for full-time employees, and not some fraction thereof.

(e) **UNPAID LEAVE OF ABSENCE/ ILLNESS/ WCB:** If an employee is off on unpaid leave, illness or Workers' Compensation for the entire month, then no dues are owed for that particular month (ANY EMPLOYEES).

(f) **EMPLOYEES ABSENT WHEN DUES DEDUCTIONS MADE:** Any employees who do not receive pay in the week that dues are deducted have the dues retroactively deducted in the next pay period the dues are normally deducted for all employees (following month).

(g) **INCOME TAX IMPLICATIONS:** All dues monies received by the Union go to direct servicing and, therefore, are fully tax-deductible.

(h) **EMPLOYEE'S YEARLY T-4:** The dues are deducted from "Gross Pay" prior to taxes being applied and the full amount of the yearly dues deduction is to be reflected on the employee's T-4 slip.

(i) **INITIATION FEE:** The Union's initiation fee is set at \$25.00 effective February 20, 2005 payable by payroll deduction upon commencement of employment.

- (j) **NEW HIRES:** Both the Union dues for the month and initiation fee are payable at the commencement of the employee's employment. If the employee commences work following a dues deduction week then such week or month is caught up retroactively at the next deduction week or month.
- (k) **RETROACTIVE ADJUSTMENTS TO BASE WAGES:** If employees receive retroactive adjustments to their base wages, then retroactive Union Dues (additional adjusted amounts) are required so that the Union Dues remitted equal the appropriate hourly multiple (1.45 or 2.9 hours base rate) times the actual hourly rate for the months in question. If an increase is applied at any point in the month it is applied to the Union dues as if it had applied for the whole month.
- (l) **PENALTY FOR LATE PAYMENTS:** A PENALTY of 1.5%/month payable by the Employer shall be applied to all late remittances and on all amounts outstanding which have remained outstanding beyond the end of the month for which the remittance was due.

[Adopted on Feb.20/2005]

3 – WORKPLACE UNION REPRESENTATIVES

3.01 - Election of Workplace Union Representatives and Their Alternates

Elections for all Workplace Union Representatives and their Alternates should be held prior to commencement of bargaining for the next Collective Agreement, for a term equal to the length of the contract. Notice for such elections and nomination forms are to be posted in the workplace by the existing Stewards. The number of Workplace Union Representatives and Alternates shall be as appropriate for the size of the Bargaining Unit. A scrutineer selected by the Steward(s) shall conduct the nomination(s) and vote. Only carded members in good standing may be nominated. Only carded members in good standing may participate in the election process. Following the elections the scrutineer shall advise his or her National Representatives of the elections. Newly elected Workplace Union Representatives shall assume the positions to which they were elected immediately following the vote. This policy is a suggested procedure. Bargaining units may decide to adhere to a different procedure as long as such procedure is accepted by the membership at a bargaining unit meeting.

[Adopted on Feb.20/2005]

3.02 - Election of Workplace Union Representatives Due to Vacancies

In the event that a Workplace Union Representative or one of the Alternates resigns from his or her position, or is absent from the bargaining unit and is unlikely to return to active employment, nomination forms to fill the vacancy shall be posted in the workplace in a conspicuous location for a period of seven (7) days. Only carded members in good standing may be nominated. Only carded members in good standing may participate in the election process. Following the posting period, an election will be held to select the new Representative. In order to become a Workplace Union Representative a candidate must receive the largest number of votes cast by the bargaining unit.**[Adopted on Feb.20/2005]**

3.03 - Removal of Workplace Union Representatives and their Alternates

In the event a bargaining unit wishes to replace its current Workplace Union Representative or Alternates prior to the end of their term of office or prior to a regularly called election as determined by past practice, the provisions of Article 17 of the CEP National Constitution must be followed.

[Adopted on Feb.20/2005]

3.04 - Mandatory Replacement of Workplace Union Representatives and their Alternates

Notwithstanding the procedure in Article 3.03, in circumstances where a Representative or their Alternate:

(1) Has been or will be absent from the bargaining unit for a period of three (3) months;
or

(2) Is absent from the bargaining unit and is unlikely to return for any reason whatsoever, that individual must be replaced by the bargaining unit.

Where the bargaining unit has only one (1) Workplace Union Representative the affected Representative must be replaced immediately. Where a bargaining unit has more than one (1) Representative, the bargaining unit must elect a replacement within a maximum of three (3) months.

[Adopted on Feb.20/2005]

3.05 -Local Executive Board Authority

The Local Executive Board retains the authority to remove bargaining unit Workplace Union Representatives and their Alternates under the provisions of Article 17 of the CEP National Constitution. Furthermore, the Local Executive Board retains the authority to fill any vacancy for a Workplace Union Representative or Alternate by appointing a carded member in good standing from the bargaining unit to carry out the duties of such office on terms and conditions as the Local Executive Board decides at their sole discretion.

Workplace Representatives will regularly report to the Local Executive, or Business Manager, as to the state of their bargaining unit and any current issues.

[Adopted on Feb.20/2005]

3.06 - Return of Union Property

Upon completion of their term of office, resignation, or expulsion, previous officers of the Union (Executive Board members, Workplace Union Representative, etc.) shall return all property of the Union to their successor immediately upon vacating their office. If there is no successor, he or she shall return all property of the Union to one of the remaining officers in their plant or to the Local Union office. Union property includes, but is not limited to, physical property, equipment, and documents (including grievances, settlements, letters and memoranda in printed or electronic form). If such property is not returned by the member, the Union may proceed to discipline the individual as provided for in the Union's Constitution and/or carry out further action in the civil and/or criminal courts. For greater clarity, the Officer of the Union does not return items such as pins, hats, pouches or other gifts or similar promotional items given to him or her by the Union.

[Adopted on Feb.20/2005]

4 – CONFLICT OF INTEREST

4.01- Conflict of Interest Guidelines

The Local Executive Board is committed to acting impartially and in the best interests of the Union at all times. It acknowledges that even the appearance of a conflict can be as damaging to the Union as an actual conflict. The same standard of impartiality is expected from those who have been elected as Workplace Union Representatives. To ensure impartiality, the following conflict of interest guidelines shall govern the activities of all elected or appointed officials:

(1) Members of the Local Executive Board are not entitled to participate in discussions or to vote on issues pertaining to the bargaining unit to which they belong.

(2) An elected or appointed official, upon becoming a member of management (not including lead hand) must declare that he/she has assumed a managerial role and must declare if a conflict of interest exists and explain his/her role. If a conflict exists, the member must resign from his or her office.

(3) All elected or appointed Representatives, including but not limited to Local Executive Board members, Workplace Union Representatives and other bargaining unit Representatives, by virtue of their office are obligated to represent the Union's best interest and the membership. If any such elected Representative(s) acts in a manner against the CEP, he/she will be deemed to have automatically resigned his/her position. This includes, but is not limited to, supporting the interests of another Union if and when such other Union engages in conduct which is detrimental to the CEP and/or its members. This does not prevent elected Representatives from dissenting on issues internal to the Union by following internal dissent procedures in accordance with the Constitution of the Union. Any vacancies created as a result of a conflict of interest shall be filled in accordance with the Constitution and these bylaws.

[Adopted on Feb.20/2005]

5 – WORKPLACE VIOLENCE AND DISCRIMINATION

5.01 - Workplace Violence

The Local Executive Board and the Union condemn violence in the workplace in all of its forms. In cases of workplace violence the Union will, to the best of its ability, act to ensure that the accuser(s) and the accused of the violence have representation during the investigation and resolution procedure. Each case of workplace violence will be treated on its facts. In determining the appropriate course of action and determining the resolution that would best meet the needs of the bargaining unit, the Union will weigh its responsibilities as set out in the Ontario Labour Relations Act and will act in accordance with its obligations under the law.

The Local Executive Board encourages all members of the Union to work together to eliminate workplace violence. Members are expected to work actively to diffuse workplace tensions and to report potential problems to their Stewards and Health & Safety Representatives. If the situation warrants further intervention, members are encouraged and expected to contact their National Representative who will seek the assistance of management in the investigation and resolution of problems which may lead to violence in the workplace. By working together, members can help to make their workplace a safe and productive environment.

If an individual is the victim of workplace violence, we encourage that person to seek the help of the Union by discussing the matter with his or her Steward. If the individual is not comfortable approaching his or her Steward or National Representative he or she should contact the Local Executive Board who will take actions in accordance with Article 17 of the National Constitution or if applicable, Article 6.03 of the Local Bylaws.

[Adopted on Feb.20/2005]

5.02 - Workplace Discrimination and Harassment

CEP Local 2003 is dedicated to help create a workplace free of harassment. The same principle applies to all Union sponsored activities, events, and meetings.

Harassment is not a joke and will not be tolerated. Harassment, in all of its forms, serves to undermine the dignity and self-esteem of an individual and may create an intimidating, hostile or offensive environment. The Labour movement is founded upon two basic principles: equality and solidarity. Harassment, particularly between co-workers, offends these principles at the most basic level.

Harassment is an expression of perceived power by one individual over another, usually for reasons over which the victim has little or no control including: sex, race, age, creed, colour, marital status, sexual orientation, disability, political or religious beliefs and place of national origin. Harassment on any of these grounds can be made the subject of a human rights complaint.

Harassment is any action or course of actions, verbal, psychological, or physical, which humiliate, insult or degrade and is known, or reasonably ought to be known to be unwelcome by the victim of the harassment. It is the victim's perception that counts, not the intention of the harasser. Single or one-time acts can be construed as harassment — the conduct need not be repeated.

Harassment can include, but is not limited to: unwanted comments, slurs, racist or sexist jokes, pictures or posters, bullying or intimidation, graffiti, physical contact of any kind, remarks about a person's appearance or personal life, unwelcome sexual advances or demands, suggestive looks or gestures.

While it is the responsibility of management to create and maintain a workplace free of harassment, we simply cannot leave the issue for management to deal with alone. Our goal as a Union must be to help create a workplace free of harassment. Given our unique role in the workplace the Union, through its members, is often in a position not only to deal with complaints as they arise, but also to address instances of harassment as they occur and actively work to prevent harassment by confronting the source.

If an individual believes that he or she is the subject of harassment, we encourage that person to seek the help of the Union by discussing the matter with his or her Steward or National Representative. We recognize that because of the sensitive nature of harassment complaints, especially complaints regarding racial or sexual harassment, victims may not feel comfortable approaching their Steward or National Representative. In such a situation we would suggest contacting the Local Executive or Business Manager who will take actions in accordance with Article 17 of the National Constitution.

[Adopted on Feb.20/2005]

6 - GRIEVANCES

For all Bargaining Units enrolled in the Industrial Sector Arbitration Fund, the carriage of grievances shall follow the rules established by the Fund.

For all bargaining units not enrolled in the Industrial Sector Arbitration fund, the carriage of grievances shall follow the rules in the following sections.

[Adopted on Feb.20/2005]

6.01 - Carriage of Grievances

As the certified bargaining agent for its members, the Union retains carriage of all grievances filed by its members. This means that the Union has the right to make final and binding decisions regarding the resolution or furtherance of all grievances, including whether to refer a particular grievance to arbitration. National Representatives are expected to report the merits of all grievances, as well as their potential impact on the bargaining unit, to the Local Executive Board so that informed decisions as to the status of grievances can be made. The Local Executive Board can instruct a National Representative not to proceed with a grievance and notify the grievor of the appeal process. Decisions regarding grievances made by the Local Executive Board shall at all times be made in accordance with the best interests of the Union, and shall not be made in a manner that is arbitrary, discriminatory or in bad faith.

[Adopted on Feb.20/2005]

6.02 - Withdrawal of Grievances by the National Representative

At any stage of the grievance procedure, the National Representative has the right to instruct the Grievor to withdraw a grievance. If the decision is made by the National Representative to withdraw a grievance, the following procedure shall be followed:

(1) The National Representative assigned to the bargaining unit will inform the grievor of the decision to withdraw his or her grievance.

(2) The National Representative will then request an extension of time limits under the Collective Agreement in order to allow the grievor the opportunity to appeal the decision to withdraw the grievance. If an extension is not forthcoming or there is not sufficient time to request the extension, the National Representative will refer the grievance to arbitration as a means of preserving time limits.

(3) The grievor will be sent a letter, by the National Representative, by registered mail, which contains:

(a) a brief statement of the facts which gave rise to the grievance;

- (b) a brief description of the grievance and the remedy sought by the grievor;
- (c) the relevant sections of the Collective Agreement under which the grievance arose;
- (d) an outline of the factors which led to the decision to withdraw the grievance; and
- (e) information regarding the appeal process, including how to contact the Local Executive Board.

[Adopted on Feb.20/2005]

6.03 - Grievance Appeal Procedure

(1) If a grievor disagrees with the decision to withdraw his or her grievance, then the grievor must notify the Local Executive Board in writing of his or her disagreement with the decision and desire to appeal. This letter must also contain a request for a meeting to discuss the appeal.

(2) A grievor must notify the Local Executive Board of his or her desire to appeal the decision to withdraw the grievance within the time frame set out in the letter which notified the grievor of the National Representative's decision, or within fourteen (14) calendar days of the letter being sent, whichever is greater.

(3) Upon timely receipt of an appeal, a meeting will be scheduled through the National Representative to allow the grievor to plead his or her case directly to a sub-committee of the Local Executive Board. To allow the sub-committee to make an informed decision, the grievor must provide the sub-committee with reasons for the appeal as well as any and all documentation which supports the appeal. The National Representative responsible for the bargaining unit will attend the meeting and has the right to make submissions to the sub-committee regarding the appeal.

(4) The person appealing the decision to withdraw the grievance must make his or her own submissions and can use the assistance of one of the bargaining unit's Stewards if he or she so desires. Bargaining unit Stewards are not obligated to assist in the appeal, but may do so if they so desire. Non bargaining unit Representatives or legal counsel are not permitted. Translators are permitted for the purposes of translating only.

(5) Following the hearing of the appeal the Local Executive Board will issue a decision in writing in a reasonable period of time.

(6) The decision of the Local Executive Board following the appeal is final and binding and cannot be reviewed on any grounds whatsoever.

[Adopted on Feb.20/2005]

7 – COLLECTIVE AGREEMENTS

7.01 - Duration of Collective Agreements

Given the importance of the ability to bargain collectively and its impact on our members, their families and communities, CEP Local 2003 is committed to entering into Collective Agreements which provide our members with stability and security without sacrificing the ability to bargain improved working conditions, job security and compensation packages. To this end, the Local will not, as a normal practice, negotiate Collective Agreements which run longer than three (3) years, or renew Collective Agreements for a period longer than three (3) years.

[Adopted on Feb.20/2005]

8 - CHILDCARE

8.01 - Reimbursement for Childcare Costs

The Local Executive Board recognizes the impact that participating in Union activities may have on its members with childcare responsibilities. In order to encourage full participation in the Union by all Members, the Local Union will contribute to a Member's childcare costs on the following basis:

(1) Only those Members whose attendance is required by the Union for participation in Union business are eligible for reimbursement.

(2) The National Representative to whom the Bargaining Unit is assigned must verify the Member's attendance at the meeting, the time of the meeting, its length and the Member's normal work schedule for the day for which reimbursement is sought.

(3) Reimbursement shall only be made to offset any additional childcare cost incurred by a Member, outside his or her normal working hours, due to participation in Union business, and payments are limited to a maximum of the current Ontario minimum wage rate for childcare required.

(4) Members seeking reimbursement must provide a receipt to their National Representative along with his or her request for reimbursement.

[Adopted on Feb.20/2005]