

# **P.P.W.C. LOCAL NO. 2**



## **BY-LAWS**

**2009**

# TABLE OF CONTENTS

BY-LAWS (CROFTON LOCAL NO.2)  
ADOPTED AS AMENDED

	PAGE
<b>PURPOSE</b> .....	3
<b>INTERPRETATION</b> .....	3
<b>ARTICLE 1 - JURISDICTION</b> Sections 1 and 2 .....	3
<b>ARTICLE 2 - MEMBERSHIP</b> Sections 1, 2, 3 and 4 .....	3-4
<b>ARTICLE 3 - MEMBERSHIP MEETINGS</b> Sections 1, 3, 4, 5, 6, 7, 8, 9, 10 and 11 .....	4-5
<b>ARTICLE 4 - CONDUCT AND DISCIPLINE OF MEMBERS</b> Section 1 .....	5-6
<b>ARTICLE 5 - INITIATION FEES, DUES, AND ASSESSMENTS</b> Sections 1, 2, 3, 4, 5, 6 and 7 .....	6-7
<b>ARTICLE 6 - FUNDS</b> Sections 1 and 2 .....	7
<b>ARTICLE 7 - SALARIES AND EXPENSES</b> Sections 1, 2, 3 and 4 .....	8
<b>ARTICLE 8 - OFFICERS AND ELECTIONS</b> Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 .....	8-11
<b>ARTICLE 9 - COMMITTEES</b> Sections 1, 2, and 3 .....	11-12
<b>ARTICLE 10 - SHOP STEWARDS</b> Sections 1, 2, 3 and 4 .....	12
<b>ARTICLE 11 - SHOP STEWARDS' DUTIES</b> Sections 1, 2, 3, 4, and 5 .....	12-13
<b>ARTICLE 12 - IN MEMORIAM</b> Sections 1, 2 and 3 .....	13

**ARTICLE 13 - AMENDMENTS**  
Sections 1 and 2 ..... 13

**ARTICLE 14 - DEATH BENEFIT AND RETIREMENT FUND**  
Sections 1 and 2 ..... 14

**ARTICLE 15 - RECALL OF OFFICERS**  
Section 1 .....  
14

**ARTICLE 16 - BURSARIES**  
Section 1 .....  
14

# **BY-LAWS**

## **The Pulp, Paper and Woodworkers of Canada CROFTON LOCAL NO. 2**

### **PURPOSE**

The purpose of this Local shall be to promote and protect the social, physical and economic welfare of its members; to bargain collectively and in good faith with the employers of its members.

### **INTERPRETATION**

- (1) Wherever the word “he” appears in these by-laws it will be taken as referring to a male or female, as the case may be.
- (2) Anywhere monies are referred to shall be left blank for the purpose of updating of the by-laws.

## **ARTICLE 1 JURISDICTION**

### **Section 1**

This organization shall be known as “Local No. 2” and is affiliated with and part of the National Union known as THE PULP, PAPER AND WOODWORKERS OF CANADA. The activities and jurisdiction of Local No. 2 shall be guided by the Constitution of the National Union, THE PULP, PAPER AND WOODWORKERS OF CANADA.

### **Section 2**

No motion to dissolve this Local shall be in order without a referendum vote by the membership when three quarters (3/4) of the members have voted. Two thirds (2/3) of the members voting will be required to dissolve this Local.

## **ARTICLE 2 MEMBERSHIP**

### **Section 1**

Applications for membership in Local No. 2 shall be made in writing on the approved form and may be accepted from the applicant by a Local Officer or his designate only.

### **Section 2**

The eligibility of any person for membership in this Local shall be set forth in the National Constitution.

### **Section 3**

An applicant for membership having a transfer or withdrawal card from any union may be admitted to membership, provided said transfer or withdrawal card is presented to the local union within thirty (30) days from starting work at the mill. A refund of \_\_\_\_\_ shall be given, if said transfer or withdrawal card is presented between thirty-one (31) and ninety (90) days from starting work at the mill.

### **Section 4**

All applications for membership will be subject to approval by the local union.

## **ARTICLE 3 MEMBERSHIP MEETINGS**

### **Section 1**

Regular Membership Meetings shall be on the third Monday of each month, or at the discretion of the Local. Regular Membership Meetings shall be held at least once monthly.

### **Section 3**

Special Membership Meetings may be held at any time. At such meetings, the only business which may be conducted is that for which the meeting was called. Special Membership Meetings may be called by:

- (a) The President
- (b) A majority of the Executive Board
- (c) A motion from the floor at a Regular Membership Meeting or;
- (d) A petition which states clearly the reason for which the meeting is to be called. Said petition to have not less than seventy-five (75) signatures and must be delivered to the President who will arrange the meeting. Before any business can be transacted, the presiding Officer must determine that sixty (60) petitioning members are present at the meeting.

### **Section 4**

Proper NOTICE stating type, time, date and place must be posted at least three (3) days prior to any meeting of this Local, except where time does not permit, then this time may be reduced.

### **Section 5**

Meetings will be conducted in accordance with “Roberts Rules of Order”.

### **Section 6**

Vulgarity, profanity or indecent conduct will not be tolerated at any meeting or social session of this Local.

### **Section 7**

The President shall, with the approval of the members present, have power to suspend from a meeting or social session any member or guest for unseemly conduct.

### **Section 8**

Members must ask, and obtain permission from the presiding officer, before leaving a meeting.

### **Section 9**

Thirty (30) members shall constitute a quorum at a Membership Meeting of the Local.

### **Section 10**

Seven (7) members of the Executive Board shall constitute a quorum at any Executive Meeting.

### **Section 11**

Time spend out of town while on union business will count towards attendance at any Regular Membership Meeting or Executive Board Meeting held at the same time.

## **ARTICLE 4 CONDUCT AND DISCIPLINE OF MEMBERS**

### **Section 1**

- (a) The local unions have a right to discipline any member for a violation of the National Constitution, Local By-Laws, decisions of Regular or Special Membership Meetings, or the Working Rules, only after a fair hearing and a majority vote at the local union meeting.
- (b) The accused shall have the right to have a member of the local union act as his counsel.
- (c) The local union after such hearing shall, if the accused is found guilty, have the right to impose any or all of the following penalties:
  - 1. Reprimand member;
  - 2. Assess the member to a maximum of one thousand dollars (\$1,000.00);
  - 3. Recommend to the National Convention that he be expelled. Any member found guilty and recommended for expulsion will be ineligible to hold office.
- (d) The accused will have the right to appeal to the next National Convention and shall have the right to choose a member of the National Union to act as his counsel. However, the decision of the local union shall stand unless and until reversed on appeal.

- (e) The National Convention has the power to expel upon recommendation of the local union as aforesaid, and in any appeal may:
  1. Affirm the conviction and the penalty imposed;
  2. Affirm the conviction and substitute another penalty for the penalty imposed; or
  3. Reverse the conviction and order the local union to repay any assessment or assessments and costs incurred.
- (f) Any member requested to attend an Executive or Unity Committee Meeting by registered letter will be reimbursed lost-time wages and mileage. Any member refusing to attend will be subject to discipline in accordance with our Constitution.

**ARTICLE 5 INITIATION FEES, DUES AND ASSESSMENTS**

**Section 1**

The initiation fee for Local No. 2 shall be two (2) times the base rate. If an applicant has applied for membership in the Local Union within fourteen (14) days of commencing employment within the Local and presents a Union Transfer or Withdrawal Card, the initiation fee shall be waived.

**Section 2**

The monthly dues of this Local shall be 3 times the base rate:

May 1 <sup>st</sup> , 2008 .....	\$76.33
May 1 <sup>st</sup> , 2009 .....	\$78.24
May 1 <sup>st</sup> , 2010 .....	\$80.20
May 1 <sup>st</sup> , 2011 .....	\$82.60

**Section 3**

This Local shall have power to levy on its members, for special purposes, such tax as may be necessary from time to time. Such assessments shall be determined by a two-thirds (2/3) majority vote of the members voting. Seven (7) days notice of motion must be given in writing, prior to the meeting at which said assessment is to be presented.

**Section 4**

Dues and assessments become payable on the first day of each month and the local union may, but is not obliged to, inform members of pending delinquency. Any member who has worked eighty (80) or more hours in any given month shall pay union dues for that month.

Any member who does not pay his dues or assessments is, at midnight of the 60<sup>th</sup> day, following the day such dues or assessments become due or payable, automatically suspended from membership. While under suspension, a member forfeits all rights, benefits and privileges of any and all kind provided by the National Constitution or Local By-Laws. A suspended member shall be reinstated upon payment of all monies owing plus a reinstatement fee of fifty dollars (\$50.00).

A member, in good standing, shall be exonerated from the payment of Dues and Assessments for any month that he is unable to attend his employment, due to accident or illness, for a period of eighty (80) hours or more per month.

### **Section 5**

Prior to certification being granted, initiation fees shall be waived.

### **Section 6**

Any Assessment or dues increases to the membership at large shall be done by referendum ballot.

### **Section 7**

A dues refund of fifteen dollars (\$15) per month will be refunded to a day worker who attends three (3) Regular Membership Meetings per year, or shift worker who attends two (2) Regular Membership Meetings per year. For a member to be registered as attending a Regular Membership Meeting, a member must be signed in within a half hour after the meeting has been called to order, and to remain for the duration of the meeting except if excused by the Chairman.

A member shall be classed as a shift worker providing he was on shift a minimum of six (6) months.

Any question of eligibility due to extenuating circumstances, may be decided at a Regular Membership Meeting.

That any day worker who works both days and afternoon shift for 6 months or longer be classified as a tour worker for the purpose of dues refund.

Those student members unable to attend union meetings be reimbursed their \$15.00 assessment.

## **ARTICLE 6**

## **FUNDS**

### **Section 1**

The funds of this Local are for the legitimate expense required for its conduct and maintenance and shall not be diverted therefrom. All disbursements must be sanctioned by the President and/or the Executive Board.

Should the occasion arise, when in the opinion of the Executive Board, monies should be diverted, they must appeal to the Local during a Regular or Special Meeting when the appeal may be approved or rejected by votes.

### **Section 2**

The Recording Secretary may spend up to two thousand dollars (\$2,000.00) per year, and a maximum of two hundred dollars (\$200.00) per disbursement for charitable causes.

## **ARTICLE 7**

## **SALARIES AND EXPENSES**

### **Section 1**

This Local may pay any salaries as seem fit, which must be voted at a regularly constituted meeting following seven (7) days notice of motion.

### **Section 2**

- (a) Should this Local require any of its members to transact union business necessitating loss of time from their regular working shift, such members shall be paid their regular working rate for time lost. However, there shall be no compensation for the loss of overtime with the exception of the regular scheduled Sunday shifts. No member should be expected to work for Local No. 2, Pulp, Paper and Woodworkers of Canada and lose monies which he would have earned had he stayed on his job at his regular scheduled shift. This includes time and one half for Sundays, and time and one half for such other hours that he would normally work without actually working overtime. This includes makeup for the tour worker working on day shift who would normally lose his time and one half for Friday, should he be engaged in union activities.
- (b) When a member is on authorized union business on the member's regular day off he shall be entitled to four (4) hours off with pay for each day he worked more than six (6) hours for the Union.
- (c) Any member required to conduct union business while on scheduled vacation will have equal time off entitlement credited to the union bank.
- (d) Union time off must be used within one year after leaving the Executive Board.

### **Section 3**

- (a) Should the occasion arise for any Local representative to transact union business out of town, he shall be allowed a per diem equivalent to that paid by the National office, and reasonable hotel/motel expenses in excess of his wages, plus transportation to and from the destination.
- (b) When a member is on authorized union business the member will be reimbursed for meals that are receipted on the following scale:
  - up to 20% of per diem for breakfast
  - up to 30% of per diem for lunch
  - up to 50% of per diem for dinner

### **Section 4**

The mileage rate for private vehicles used on Local 2 business shall be the same rate paid by the National Office.

## **ARTICLE 8**

## **OFFICERS AND ELECTIONS**

### **Section 1**

- (a) The **Executive Board Officers** of this local shall be:

President  
First Vice-President  
Second Vice-President  
Recording/Corresponding Secretary  
Financial Secretary/Treasurer  
Pulp Master Shop Steward  
Paper Master Shop Steward  
Three (3) Trustees - one (1) to be elected to a two-year term  
Construction Committee Chairperson  
Inside Guard/W.C.B. Representative  
Outside Guard/Apprenticeship Committee Chairperson  
Environmental and Forestry Committee Chairperson  
National Executive Board Member

(b) Other representatives of this local shall be:

Six (6) Wage Delegates

Two's News Editor

## **Section 2**

- (a) All **Executive Board Officers** and other representatives, as defined in Section 1 are elected annually by the membership. Nominations for these positions shall open at the Regular Membership Meeting in September and close at the Regular Membership Meeting in October. Elections shall be by referendum balloting and will be at the earliest possible time. Term of office shall be for twelve (12) months beginning December 1<sup>st</sup>.
- (b) Convention delegates, Committees and Alternates will be elected annually at the December Regular Membership Meeting by secret ballot. Nominations for these positions will open at the October Regular Membership Meeting and close at the Regular Membership Meeting in November. Term of office shall be for twelve (12) months beginning January 1<sup>st</sup>.

## **Section 3**

Nominees for elective positions must be members in good standing for a minimum twelve (12) months immediately prior to nominations.

## **Section 4**

- (a) When, from any cause, an office becomes vacant the President, shall order an election to fill the vacancy.
- (b) A member of the Executive Board must resign his/her present Executive Board Office before accepting nomination for another Executive Board Office.
- (c) Any Executive Board Member or Wage Delegate must resign if they have applied for a staff position.

## **Section 5**

Signed notice of a member's willingness to stand for office must be presented to the President before nomination of an absent member can be accepted.

## **Section 6**

A member may stand for only one Executive Board office in any election.

## **Section 7**

An elective office shall automatically become vacant if the holder of such office shall be absent from his duty for two (2) consecutive Regular Membership Meetings, or, in the case of an executive member, two (2) Regular Executive Meetings, without just cause. It shall be the duty of the Local to decide whether such cause is sufficient excuse.

## **Section 8**

Members must be in good standing to be eligible to vote.

## **Section 9**

Notice of election must be posted for at least seven (7) days prior to commencing such elections stating time, place, and nominees.

## **Section 10**

Six (6) Wage Delegates shall be elected annually by referendum ballot. They shall be considered Officers of the Local for the purpose of dealing with wage conference and bull session matters only. The member receiving the highest number of votes may accept position of Chairman.

## **Section 11**

The Trustees shall be responsible for conducting all elections subject to the provision of these By-Laws, and to check all vouchers and accounts quarterly.

Anyone running for office should not run a polling booth.

## **Section 12**

The signing officers of the Local shall be President, First Vice-President, Second Vice-President, and Financial Secretary/Treasurer. All cheques drawn on the Local's account shall require the signatures of any two (2) of the signing officers.

All signing officers, where applicable, shall be bonded in the amount decided upon by the local union by a recognized Surety Company approved by the local union.

## **Section 13**

The offices of Recording and Corresponding Secretary may be amalgamated at the Local's discretion.

## **Section 14**

The offices of Financial Secretary and Treasurer may be amalgamated at the Local's discretion.

## **Section 15**

Any member running for Executive Board Office may also run for National Executive Board Member or other representative positions.

## **Section 16**

All officers of this Local shall surrender to their successors, all books, monies, keys, or other properties belonging to the union that may be in their possession, within fifteen (15) calendar days of leaving office. The retiring officers should include the incoming in all meetings to familiarize them with the operation and business of their respective positions. Installation of officers will take place on December 1<sup>st</sup>.

## **Section 17**

When it is determined by the Local or Executive Board that representatives shall attend conferences or conventions, members of the Executive Board whose responsibilities necessitate attending conferences or conventions shall be automatic delegates to those conferences or conventions. All other convention and conference delegates and representatives shall be elected by ballot at a Regular Membership Meeting.

To be eligible, a nominee must be:

- (a) A member of the Executive or
- (b) An elected member of the committee of which the conference or convention pertains or
- (c) Must have attended a minimum number of Regular Membership Meetings in the previous twelve (12) months. A day worker must have attended at least six (6) meetings in the previous twelve (12) months. A shift worker must have attended at least four (4) meetings in the previous twelve (12) months.

## **Section 18**

The Local 2 Executive be the Directors of PPWC Local 2 Holding Society.

# **ARTICLE 9**

# **COMMITTEES**

## **Section 1**

The Standing Committee shall consist of the First Vice-President as Chairman, Pulp Master Shop Steward, Paper Master Shop Steward and Recording/Corresponding Secretary.

## **Section 2**

Committees shall be as defined in the Working Rules of this Local.

### **Section 3**

The President shall be a member, ex officio of all committees.

## **ARTICLE 10 SHOP STEWARDS**

### **Section 1**

Each shift of each department shall elect a Shop Steward who must be a member in good standing.

### **Section 2**

Elections of Shop Stewards shall take place within thirty (30) days of the annual installation of officers. It shall be the duty of the retiring Shop Steward to call an election for this purpose.

### **Section 3**

The Executive Board shall be empowered to appoint Shop Stewards in any department that fails to elect a Steward within the stipulated time.

### **Section 4**

A majority of the members in a department have the right to recall a Shop Steward, providing they can prove to the Executive Board that he no longer serves their interests in accordance with union principles.

## **ARTICLE 11 SHOP STEWARDS' DUTIES**

### **Section 1**

Shop Stewards shall provide and protect the general welfare of the members of this Local, particularly in the departments they represent. They shall be required at the regular Shop Stewards' Meetings to report on the conditions and welfare in their departments.

### **Section 2**

Shop Stewards shall see there is no breach, in their departments, of the Labour Agreements signed by this Local. They shall report such violations to the Standing Committee.

A grievance must be submitted to the Master Shop Steward, in writing, prior to going to Standing Committee.

### **Section 3**

Shop Stewards shall have a copy of the Constitution, Joint Labour Agreement, By-Laws and Company Rules available at all times.

#### **Section 4**

They shall be responsible for signing up all new employees in their departments and shall advise the members of all activities and procedures of the Local.

#### **Section 5**

A Shop Steward may be dismissed by the Executive Board for the following reasons:

1. Failure to perform his duties.
2. Missing two (2) consecutive Shop Stewards' Meetings without just cause.

### **ARTICLE 12**

### **IN MEMORIAM**

#### **Section 1**

When a member or retired member of this Local dies, the President shall, as the first order of business, at the first following meeting, call the members to their feet, and they shall stand with bowed heads for one (1) minute in respect for their departed brother. The Charter of this Local shall be draped for a period of thirty (30) days and a message of sympathy sent to the nearest of kin.

#### **Section 2**

This Local shall have representation at funeral services of all deceased members or retired members interred locally. Such representation to be appointed by the President. A wreath of flowers or a donation to a requested charity shall be sent, the cost not to exceed fifty dollars (\$50.00).

#### **Section 3**

The President shall, when necessary, make all arrangements for the funeral of a deceased member or retired member who is without kin.

### **ARTICLE 13**

### **AMENDMENTS**

#### **Section 1**

Any of these By-Laws may be amended by a two-thirds (2/3) majority vote at any meeting provided that notice of motion giving details of the amendment has been posted at least seven (7) days prior to the vote.

#### **Section 2**

The National Constitution shall take precedence over these By-Laws.

## **ARTICLE 14 DEATH BENEFIT AND RETIREMENT FUND**

### **Section 1**

The benefits paid under the Retirement Section of the “Death Benefit and Retirement Fund” will be as follows:

Eighty dollars (\$80.00) for each year of continuous service or major portion thereof with Fletcher Challenge Canada Limited, Crofton Pulp and Paper Division, or their successor, Western Catering Ltd., or their successor, and continuous membership in good standing of the Pulp, Paper and Woodworkers of Canada, Crofton Local No. 2 to a maximum payment of eight hundred dollars (\$800.00).

Retirement shall be when a member receives the Pulp and Paper Industrial Pension, but the fund will not be payable to a member who leaves the mill prior to being able to immediately apply for said pension.

### **Section 2**

The Death Benefit payment will be designated one thousand six hundred dollars (\$1,600.00) to the estate or beneficiary of a member of Local No. 2, Pulp, Paper and Woodworkers of Canada in good standing, should he die prior to retirement.

## **ARTICLE 15 RECALL OF OFFICERS**

### **Section 1**

A Local Union Officer may be recalled at any time by a petition of twenty-five percent (25%) of the Local Union membership. The Local Union Trustees shall have ballots made up and conduct a referendum vote within thirty (30) days of the receipt of the said petition, by the Local Union President. The referendum ballot shall be conducted in accordance with Local Union By-Laws. A majority of the votes cast shall be necessary to recall the Officer.

## **ARTICLE 16 BURSARIES**

### **Section 1**

The Local shall award four (4) - five hundred dollar (\$500.00) bursaries annually. Bursaries shall be awarded to the dependents of deceased, retired or active members, and shall be available during second half of the semester only. Trustees shall administer the program and report to the Local.