

**P.P.W.C. LOCAL 15 BY-LAWS**

UPDATED December 9 2022

**SECTION 1: NAME**

The name of this local shall be known as Public and Private Workers of Canada, Local 15

**SECTION 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 in the interest of its membership. To this end no member shall wrong another nor see another wronged if it is in his or her power to prevent it.

No individual local member or group of local members shall bargain outside of the certified bargaining unit.

**SECTION 3: JURISDICTION**

Jurisdiction shall be outlined in Section 3 of the National Constitution of the Public and Private Workers of Canada.

**SECTION 4: MEMBERSHIP**

- (A) Application for membership shall be made in writing on the approved form within three (3) days of hire and may be accepted from the applicant by a Local Officer or his designate only.
- (B) All applications for membership shall be subject to approval by the Local Union.
- (C) Membership Oath

Obligation: I \_\_\_\_\_, solemnly and sincerely affirm that I shall at all times support the laws, regulations and decisions of this Local Union. I shall try at all times to obtain and secure employment for members of the Public and Private Workers of Canada. I shall not wrong any member or see him wronged if it is in my power to prevent it.

Q: Do you pledge your word in the presence of these witnesses that you accept this solemn obligation.

- (D) That Local 15 allows the organizing of sub-locals into Local 15.

**SECTION 5: INITIATION FEES AND DUES**

- (A) The initiation fee for new members shall be ten (10) dollars and a dues check off card must be signed within three (3) days of hire.

- (B) The membership dues of this Local shall be one (1) percent of gross income per month, per member.
- (C) That additional dues of one-half (0.5) of one (1) percent of gross income be charged when general funds fall below one hundred (100) thousand dollars; the charge to remain in effect until general funds reach one hundred and seventy-five (175) thousand dollars. This process will be ongoing.
- (D) Ten (10) percent of the regular Union dues collected by Local 15 shall be deposited in a special account to be known as the "Local 15 Defence Fund." Special assessments to add to the Defence Fund must be made by a "Notice of Motion." Initiation fees and special assessments for other purposes are not included in the ten (10) percent deduction.
- (E) When the 'Defence Fund" has reached one million (1,000,000) dollars, payments under paragraph (D) above may be suspended, and then resumed, when the fund falls below seven hundred and fifty thousand (750,000) dollars. All interest incurred by the defence fund is to be held therein. When the fund reaches one million (1,000,000) dollars any interest can then be transferred to the general account.
- (F) The Table Officers and Trustees shall be responsible for the administration of the Defence Fund. The amount of assistance payable from the Defence Fund to the individual members of Local 15 idled by strike or lockout shall be determined by the membership of Local 15. Signing Officers shall be those authorized under Section 10 of the By-laws. Detailed accounts of all such payments of Defence Fund monies shall be submitted to the membership.

## **SECTION 6: LOCAL OFFICERS**

- (A) The officers of the Local shall include the following:

PRESIDENT

FIRST VICE PRESIDENT

SECOND VICE PRESIDENT

RECORDING AND CORRESPONDING SECRETARY

TREASURER

FINANCIAL SECRETARY

TRUSTEES

GUARDS

- (B) The offices of Recording Secretary and Corresponding Secretary may be amalgamated at the discretion of the Local.

- (C) The offices of Financial Secretary and Treasurer may be amalgamated at the discretion of the Local.
- (D) The President shall be a member ex-officio of all committees within the Local.
- (E) The Treasurer, President, First Vice President, Second Vice President and Financial Secretary where applicable, shall be bonded in an amount decided upon by the Local Union by a recognized Surety Company approved by the Local Union.
- (F) The Executive board of this local shall be Officers of the Local, the Wage Delegates and Alternate Wage Delegate, the WCB Advocates, the Chief Shop Steward and the members of the Standing Committee, the National Executive Board Member and Alternate National Executive Board Member, and all annually elected Committee Members who are elected by referendum ballot.

## **SECTION 7: ELECTIONS**

- (A) With the exception of newly organized Locals and Plants, a nominee for office must have been a member in good standing of the Local Union for a period of one (1) year immediately preceding the acceptance of nomination

- (B) Nominations for the following offices will open at the General Membership Meeting in September and close at the General Membership Meeting in October.

President

First Vice President

Second Vice President

Recording and Corresponding Secretary

Treasurer

Financial Secretary

National Executive Board Member

CCU Executive Board Member

- (C) Nominations for the following will open in the General Membership Meeting in October and close at the General Membership Meeting in November

Trustees- Three (3)

Kimberley Guard- Two (2)

Cranbrook Guard- Two (2)

Standing Committee- Three (3)

OH&S Committee- One (1) From Each Department

Contracting Out Committee- Three (3)

Apprenticeship Committee- Three (3)

Environmental/Forestry Committee- Three (3)

PPWC Convention Delegate- Three (3)

Wage Delegate-Four (4)

Health and Welfare Committee-Five (5)

Social Committee-Three (3)

WCB Advocate-Two (2)

Webmaster

CCU Delegate-Two (2)

Job Evaluation Committee – One (1) From Each Department

Flexibility Training and Common Sense Committee- Four committee members as outlined in Section 13 of these By-laws

(D) The following positions shall be filled with the runners-up in the election of that position.

National Executive Board Alternate

Standing Committee Alternate

Contracting Out Committee Alternate

Apprenticeship Committee Alternate

Environmental/Forestry Committee Alternate

PPWC Convention Delegate Alternate

Wage Delegate Alternate

CCU EB Member Alternate

Job Evaluation Committee Alternate – One (1) From Each Department

Chief Shop Steward (Nominations and voting to be by Shop Stewards only)

- (E) Elections shall be by referendum ballot and will be held at the earliest possible date after closing of nominations.
- (F) The positions of Trustee will three (3) year terms. One (1) Trustee is to be elected each year. The Trustee serving in the second year of the three (3) year term will be the Local's Privacy Officer.
- (G) Member of the CCU Executive Board representing PPWC Local 15 shall automatically be a delegate to CCU Convention and will be included in the number of delegates allowed to convention.
- (H) Wage delegates and the alternate elected to the positions in the year prior to expiration of the contract will remain in the positions until the end of the year in which the contract is finalized.
- (I) All Table Officer positions shall be a term of two (2) years starting in the year 2024.

#### **SECTION 8: MEETINGS**

- (A) Regular Monthly Membership Meetings will be held.

The monthly meeting will be normally be held in the second week of each month, but the date of a monthly meeting may be changed at the discretion of the Local Executive.

The regular monthly membership meeting will be held at a time convenient to the general membership.

- (B) All General Membership Meetings will be held in the union hall Kimberley, with every second meeting at a location in Cranbrook. At the discretion of the Table Officers, a large meeting room may be rented in anticipation of a larger than normal membership turnout.
- (C) A Special Membership Meeting may be called by the President, Local Executive, or by a petition of fifteen (15) members.
- (D) Only that business for which the Special Meeting was called shall be discussed at such meeting.
- (E) Meetings will be conducted in accordance with Robert's Rules of Order.

#### **SECTION 9: QUORUMS**

- (A) Six (6) members of the Executive shall constitute a quorum at any Executive Meeting.
- (B) Six (6) members of the Local shall constitute a quorum at any Membership Meeting.

#### **SECTION 10: FINANCES**

The signing officers of this Local shall be President, First Vice President, Second Vice President, Financial Secretary and the Treasurer. Any cheque drawn on the accounts of this Local must be signed by two (2) of these Officers.

All signing officers may be bonded in the amount decided upon by the local Union, by a recognized surety company approved by the Local Union

The Trustees shall examine the financial records of the Local and shall report at least every four (4) months to the general membership meeting.

#### **SECTION 11: SHOP STEWARDS**

- (A) The Local shall maintain a Shop Steward structure. The Executive shall be empowered to appoint a Shop Steward in a department after thirty (30) days in which a vacancy occurs.
- (B) The Chief Shop Steward is a member of the Local Executive.
- (C) Any PPWC Local 15 Officer or Committee Chair may act as a Shop Steward when no other Shop Steward is available.

#### **SECTION 12: DUES AND ASSESSMENTS**

- (A) Dues become payable on the thirtieth (30) day of each month, and a Local Union may, but is not obligated to, inform members of pending delinquency.
- (B) Any member who does not pay his dues, fines, or assessments is, at midnight of the sixtieth (60) day following the day such dues, fines, or assessments become payable, are 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. The foregoing does not apply to members of a unit prior to certification. A suspended member shall be reinstated upon payment of all monies owing, plus a reinstatement fee of ten (10) dollars.
- (C) Honorary Membership may be granted to retiring members, who shall be allowed to attend and take part in meetings, without right to vote or hold office.
- (D) In the event of the death of any member of this Local, the widow, widower, or next of kin shall be given an amount of two thousand five hundred (2500) dollars. This amount to be raised by individual assessment of the membership. In the event that a member is found to be without next of kin, the two thousand five hundred (2500) dollars is to be used toward funeral expenses if proven necessary.
- (E) The Local Union shall have the right to levy on its members for special purposes such assessments as may be determined by a two-thirds (2/3) majority vote of the members casting their votes at a membership meeting, providing notice of assessment and the amount thereof has been posted for at least seven (7) days prior to the vote. The amount of the assessment may be decreased at the membership meeting but may not be increased.

### **SECTION 13: COMMITTEES**

- (A) STANDING COMMITTEE- The First Vice President shall be the Chairman. There shall be three (3) elected members. The members shall be elected annually by referendum ballot. There shall be one (1) alternate committee member, to be elected annually by referendum ballot.
- (B) SAFETY COMMITTEE- The Second Vice President shall be Chairman. There shall be a member from each department elected by the department, and two (2) members of the Environmental Committee shall be members of the Safety Committee.
- (C) APPRENTICESHIP COMMITTEE- There shall be three (3) members elected by referendum ballot. The members shall be elected annually. There shall be one (1) alternate member, to be elected annually by referendum ballot.
- (D) ENVIRONMENTAL /FORESTRY COMMITTEE- There shall be three (3) members elected by referendum ballot. The members shall be elected annually. There shall be one (1) alternate committee member, to be elected annually by referendum ballot.
- (E) CONTRACTING OUT COMMITTEE- There shall be three (3) members elected annually by referendum ballot. There shall be one (1) alternate committee member, to be elected annually by referendum ballot.
- (F) SOCIAL COMMITTEE- There shall be three (3) members elected annually by referendum ballot.
- (G) RETIREES COMMITTEE- There shall be three (3) committee members (retired and volunteering) appointed by the Executive. This Committee is to facilitate communications between the Local and its retired members.
- (H) HEALTH AND WELFARE COMMITTEE- This committee shall consist of five (5) elected members. The elected members shall be elected annually by referendum ballot. The Chairman shall be one (1) of the elected members selected by the committee. The Local President will automatically become the alternate.
- (I) WCB ADVOCATE- There shall be (2) members elected annually by referendum ballot.
- (J) JOB EVALUATION COMMITTEE – There shall be a member and alternate member from each department (Machine Room, Bleach Plant, Gate , Recovery, Chip Handling and Yard) elected by each department. The committee will meet once every six (6) months to review production data and job descriptions.

### **SECTION 14: DISCIPLINE**

- (A) The Local Union has the 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 a 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 a 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 (1000) dollars, for each violation.
  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 person(s) shall have the right to appeal to the next National Convention only after written notification has been received by the National Union and Local Union concerned at least 30 days prior to the date of the National convention, and if less than 30 days, this appeal will be referred to next National convention, unless good and sufficient cause is shown for abridgement of this time limit. The person(s) 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 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 fines, or fines and costs incurred.
- (F) 1. No member of Local 15 shall work their vacation days(vacation, banked vacation, 3<sup>rd</sup> week option for tour workers) unless authorized by a Table Officer of PPWC Local 15.
2. Such authorization will only be granted in exceptional circumstances, as defined by the Executive of Local 15.
  3. When authorized, all hours worked shall be returned to the employee's vacation entitlement.
  4. Any member found to be in violation of the above sections shall be assessed a fine of one half (1/2) the total gross of all monies earned for any days worked on vacation. Reference Article XI Section 4 (e) page 18 of 2008-2012 JLA.
- (G) No Executive or Committee Member shall meet alone with Company Officials to purposely discuss Union/Management issues. At least two (2) members must be present unless extenuating circumstances exist. In such a case, the Member must inform a second Executive Member of what was discussed as soon as possible. Failure to do so may result in the member's removal from the Executive or Committee.



## **SECTION 15: WAGE DELEGATES**

- (A) There shall be four (4) elected Wage Delegates. The Wage Delegates shall be elected by referendum ballot each year.
- (B) There shall be one (1) Alternate Wage Delegate to be elected by referendum ballot. The same conditions, concerning election and term of office, apply as to Wage Delegates above.
- (C) If negotiations have started on a new Labour Agreement, and have not concluded by the time, noted above, normally scheduled for nominations of Wage Delegates and Alternate Wage Delegate, then nomination of these delegates shall be put off until a new Labour Agreement has been accepted by the union membership.

The nominations will then take place the first and the second Regular General Membership Meetings following acceptance of the agreement. If new negotiations have commenced prior to these delayed nominations, these delayed nominations and subsequent elections shall nevertheless take place.

## **SECTION 16: CONVENTION DELEGATES**

Convention Delegates shall be elected in accordance with the National Constitution of the Public and Private Workers of Canada.

## **SECTION 17: EXPENSES**

- (A) Per diem shall be three (3) times base rate per day plus hotel expenses. When per diem is paid for a part of a day it shall be paid as follows: twenty (20) percent for breakfast, thirty (30) percent for lunch, and fifty (50) percent for dinner.
- (B) Any member on official union business shall be paid lost time wages, overtime excluded, but including Sunday Letter.
- (C) The travel allowance paid to members on official union business shall be the same as that paid by the National Union to any accredited representative.
- (D) The Local will pay the entry fee for the Local 15 Hockey Team to attend the P.P.W.C. Hockey Tournament.
- (E) The Treasurer of PPWC Local 15 be given (2) days per month leave to conduct the affairs of the Local.
- (F) Any vacation time off lost while required to attend to the affairs of the Local, by any member, will be compensated with a day off in lieu.
- (G) The Local will pay a per diem to any member officially working for Local 15 where no lodging expenses are incurred.

## **SECTION 18: AMENDMENTS**

These By-laws may be amended by a two-thirds (2/3) majority vote at any meeting providing Notice of Motion giving details of the amendment has been posted at least seven (7) days prior to the vote.

ALL PROVISIONS OF ALL CHARTERED LOCAL UNION BY-LAWS NOT CONTAINED HEREIN SHALL BE OF NO EFFECT UNTIL APPROVED IN WRITING BY THE NATIONAL EXECUTIVE BOARD.

THE NATIONAL CONSTITUTION OF PUBLIC AND PRIVATE WORKERS OF CANADA SHALL TAKE PRECEDENCE OVER THESE BY-LAWS.

These bylaws have been updated December 9 2022 and signed this 10<sup>th</sup> day of January 2023 by:

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Gregory Ball

President

Local 15, PPWC

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Art Burley

1<sup>st</sup> Vice- President

Local 15, PPWC

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Braden Greggain

Recording Secretary

Local 15, PPWC