



## LOCAL 1-1937 BY-LAWS

(Updated August 27, 2009)

### STANDARD LOCAL UNION BY-LAWS

#### Section 1

The Standard Local Union By-Laws of the International Union are an integral part of the International Constitution and shall be enforced in every Local Union. Local Unions may adopt additional provisions which shall not be inconsistent with the International Constitution, and shall be added to the By-Laws only after such amendments have been made in accordance with the International Constitution and approved by the International Executive Board.

### IWA-CANADA AND USWA MERGER AGREEMENT

#### Section 2

Pursuant to the Merger Agreement between the United Steelworkers and IWA-Canada, the existing By-Laws of the former IWA Local Unions together with any amendments approved by the International Executive Board will be maintained; therefore, these By-Laws conform to the Merger Agreement.

### PREAMBLE

#### Section 3

This organization shall be known as United Steelworkers, Local 1-1937.

The object of this Local Union shall be to organize all working men and women. In recognition of industrial diversification, conglomerate employers, and other modern business developments, no employees shall be exempt from the jurisdiction of this Local Union except by decision of the International Executive Board.

### OFFICERS

#### Section 4

The elected Officers of this Local Union shall be a President, First Vice-President, Second Vice-President, Third Vice-President, Fourth Vice-President, Fifth

Vice-President, Financial Secretary, Financial Administrators, Recording Secretary, Conductor, and Warden. The President shall be the Local Union's representative on the USW Wood Council Executive Committee.

The above-named Officers shall be elected for a term of three (3) years.

## DUTIES OF OFFICERS

### Section 5

#### President

The President shall preside at all meetings of the Local Union, preserve order, and enforce the Local Union By-Laws, the International Constitution, and the Merger Agreement between IWA-Canada and the USWA. The President shall decide all points of order, subject to an appeal to the meeting. The President shall cast the deciding vote in case of a tie.

The President shall sign all cheques, credentials and legal documents of the Local Union.

The President shall be a Delegate to the USW Wood Council Conference, the District 3 Policy Conference, the National Policy Conference and any other conferences that may be held.

The President, Officers and/or Business Agent shall be responsible for keeping Stewards and Committees active. The President shall be responsible for having all vacancies promptly filed in accordance with Local Union procedure and the International Constitution.

#### Vice-Presidents

The Vice-Presidents shall assist the President in the discharge of his/her duties.

In the absence of the President, one of the Vice-Presidents shall be authorized to countersign cheques issued by the Financial Secretary.

The First Vice-President shall, in the temporary absence of the President, serve in his/her place. In the temporary absence of the President and the First Vice-President, the Second Vice-President shall serve in the capacity of President and so on down the line.

## **Financial Secretary**

The Financial Secretary shall keep the financial records of the Local Union. He/she shall maintain Membership records and shall forward per capita and Membership reports to the International office, as prescribed by the International Constitution and the Merger Agreement between IWA-Canada and USWA. He/she shall present a written monthly financial statement at regular meetings of the Local Union showing all funds and financial transactions of the Local Union. He/she shall submit to the Trustees and Auditors for regular audit, an account with receipts and provisions for inspection of vouchers for all monies received and expended and all bills receivable and payable.

He/she shall receive and deposit all funds of the Local Union in a financial institution recommended by the Trustees. He/she shall pay all bills and current expenses and shall maintain in safekeeping an inventory of all property of the Local Union.

He/she shall issue or cause to be issued all official Local Union notices pertaining to the meetings and business of the Local Union. He/she shall send a copy of the minutes of all Local Union meetings and Local Union Executive Board meetings to each constituted Sub-Local Union and shall conduct the official correspondence of the Local Union. He/she shall preserve all documents and communications arising from official business.

He/she shall sign all cheques drawn on Local Union funds. The Local Union Seal shall be in his/her custody and he/she shall be responsible for misuse of same.

## **Financial Administrator**

The Financial Administrator shall assist the Financial Secretary in the performance of his/her duties. The Financial Administrator shall replace the Financial Secretary during temporary absences. The Financial Administrator shall perform other duties as assigned by the President. The Financial Administrator will succeed to the Office of Financial Secretary if that Office becomes vacant.

## **Recording Secretary**

The Recording Secretary shall keep a true and correct record of the proceedings of all meetings of the Local Union Executive Board and the General Local Union meetings.

## **Warden**

The duties of the Warden shall be to guard the door and determine that each Member is in good standing as the Member enters the meetings of the Local Union.

## **Conductor**

The Conductor shall act as Sergeant-At-Arms during meetings of the Local Union and shall conduct candidates through the initiation ceremonies and perform such other duties as the Local Union may direct.

## **TRUSTEES**

### **Section 6**

There shall be three (3) Trustees who shall serve for terms of six (6) years each, elected in such a manner that the term of one (1) Trustee shall expire on the date of the next election of Officers and Executive Board Members.

It shall be the duty of the Trustees to exercise general supervision over the property of the Local Union, subject to such instructions as they may receive from the Local Union. All real estate and property of the Local Union shall be registered and/or recorded and the Officers and Trustees shall be responsible for safekeeping.

The Trustees shall examine the books of the Local Union furnished to them under duties of the Financial Secretary.

## **VACANCIES**

### **Section 7**

- a) In the temporary absence of an Officer or Committee Member, the President shall appoint a Member to officiate pro tem.
- b) In the event the office of the President becomes vacant, the First Vice-President shall automatically succeed to that office. The Second Vice-President shall automatically succeed to the office of the First Vice-President if for any reason that office becomes vacant. In the event the office of the Second Vice-President becomes vacant, the Third Vice-President shall automatically succeed to the

office of the Second Vice-President. In the event the office of the Third Vice-President becomes vacant, the Fourth Vice-President shall automatically succeed to the office of the Third Vice-President. In the event the office of the Fourth Vice-President becomes vacant, the Fifth Vice-President shall automatically succeed to the office of the Fourth Vice-President. In the event the office of the Fifth Vice-President becomes vacant, the Recording Secretary shall automatically succeed to the office of Fifth Vice-President. In the event the office of the Recording Secretary becomes vacant, the Warden shall automatically succeed to the office of Recording Secretary. In the event the office of the Warden becomes vacant, the Conductor shall automatically succeed to the office of the Warden. Failure or refusal of the Local Officers to accept succession as provided above shall constitute automatic vacancy of his/her office.

- c) The President shall fill, by appointment, all vacancies occurring in any of the offices for the duration of the unexpired term, subject to confirmation by the Executive Board and ratification by the Local Annual Delegated Meeting.
- d) Local Union Officers or Committee Members who are absent from three (3) consecutive meetings without a legitimate excuse shall be subject to having his/her office declared vacant. Such action may be taken in the third meeting by the presiding Officer. Local Union Officers or Committee Members so removed shall have the right to appeal to the Membership in a regular meeting of the Local Union.

### **DUTIES OF SHOP STEWARDS AND COMMITTEES**

#### **Section 8**

There shall be elected Shop Stewards and/or Plant/Camp and Safety Committees in each operation under the jurisdiction of the Local Union. The term for such positions shall be three (3) years.

The duties of the Shop Stewards and/or Plant/Camp Committees shall be to protect the interest of the Union on the job; to see that all working agreements are properly enforced; and to be familiar with and promote the Policies and Programs of the International and Local Union on the job. They shall process each issue brought to their attention promptly in accordance with Local Union procedure.

## MEETINGS

### Section 9

- a) There shall be regular meetings of the Membership held at a time and place and in such manner as established by the Local Union.
- b) Special meetings shall be called by the President upon instructions of the Executive Board or upon a petition of twenty percent (20%) of the Local Union Membership.
- c) Notice of special meetings shall be posted as far in advance as possible and shall state the purpose, time and place of the meeting. No subject matter other than stated in the notice can be acted on by the Membership present at the special meeting.
- d) Sub-Local meetings shall be held regularly at a time and place agreed upon by recorded action of each Sub-Local.
- e) Officials of Sub-Locals shall be: Chairperson, Vice-Chairpersons, Secretary and Job Stewards.
- f) After each meeting the Sub-Local Secretary shall forward to the Local Financial Secretary a copy of the minutes.
- g) Union meetings shall be conducted in accordance with "Robert's Rules of Order" where they do not conflict with these By-Laws or the International Constitution.
- h) The provisions of this Section are not intended to change historical practices.

## INITIATION FEES, DUES AND ASSESSMENTS

### Section 10

- a) The initiation fee shall be two (2) times the monthly dues rounded up to the nearest dollar. The maximum initiation fee shall not exceed three and one-half (3½) times the monthly dues.

A reinitiation fee shall be required once a Member has been inactive for a period of twelve (12) months or for a maximum of twenty-four (24) months, in line with the Member's seniority retention. A reinitiation fee will not be required if a Member has filled out a Withdrawal Card or for Members who are on Health & Welfare, L.T.D., W.C.B., Maternity/Parental Leave or Compassionate Leave.

- b) For those Employees who work six (6) or more days, the monthly Union dues structure shall be 2.8 hours pay per month at the base rate of pay as negotiated from year-to-year in the Coast Master Agreement, plus any assessments that may be levied, and shall be due on the first of each month.

For those Employees who work one (1) to five (5) days, the monthly Union dues structure shall be 1.4 hours pay per month at the base rate of pay as negotiated from year-to-year in the Coast Master Agreement, plus any assessments that may be levied, and shall be due on the first of each month.

- c) In those operations where the base rate is less than the Coast Master Agreement, the following shall apply:

For those Employees who work six (6) or more days, the monthly Union dues structure shall be 2.8 hours pay per month at the base rate of the operation's contract as negotiated from year-to-year, plus any assessments that may be levied, and shall be due on the first of each month.

For those Employees who work one (1) to five (5) days, the monthly Union dues structure shall be 1.4 hours pay per month at the base rate of the operation's contract as negotiated from year-to-year, plus any assessments that may be levied, and shall be due on the first of each month.

- d) No Local Union shall establish monthly Union dues of less than the total of the International per capita, together with such assessments as are lawfully levied by the different branches of the Union, plus one dollar (\$1.00).
- e) The monthly Union dues for Members who work in operations that become certified through a Union organizing drive following the merger of IWA-Canada and the USWA shall be the greater of 1.3% of the Members' total monthly earnings (plus any International assessments for the Organizing and Strike Funds) or 2.8 hours at the base rate of the operation. These provisions do not apply to operations that become Unionized through successorship or through voluntary recognition pursuant to the Merger Agreement between IWA-Canada and the USWA.
- f) Any increase in Union dues above the minimum amount and any levy of assessments may be made only by a majority vote of those voting by referendum ballot for such purpose, or a formula may be adopted that will provide for the collecting or adjusting of Local Union dues. In such cases the Local Union shall:
1. Adopt such formula by a majority vote of those voting in a referendum ballot election.

2. Where the formula establishes an automatic change, the Membership of the Local Union must be notified during the month prior to the month in which the new rate is to be effective.
3. Any change in the Union dues rate must be reported to the International Executive Board at the same time the Local Union Membership is notified.
4. Any change in Union dues formula must be by a majority vote of those voting by referendum ballot for such purpose. Where the Steelworkers Union dues formula is in place, any increase to Union dues adopted by the International Convention shall be automatic.
5. Any Member becoming three (3) months in arrears for the non-payment of Union dues or assessments shall be suspended from Membership and shall at any time subsequent from the date of suspension acquire Membership in the Union by paying the regular initiation fees set by the Local Union, plus the current month's Union dues.
6. Any formula adopted for the collecting or adjusting of Local Union dues shall be added to the standard Local Union By-Laws.

### **NOMINATIONS, ELECTIONS, AND VOTING PROCEDURE**

#### **Section 11**

#### **Officers, Executive Board Members, and Trustees**

- a) Nomination for Officers, Executive Board Members and Trustees shall take place at the Local Annual Delegated Meeting. Any Member of the Local Union in good standing may make or accept nomination for office in accordance with the International Constitution.
- b) A Member must be present at the time of nomination unless the Member is absent on official business of the Union or his/her absence is accepted by the Local Union. The nominee be a Member in good standing. The Local Union must make a determination as to the eligibility of each nominee prior to the time that nominations are closed.
- c) Nominations for Local Union Officers, Executive Board Members and Trustees are to be held in April; balloting is to be completed by the end of May; and installations by the end of June. When the Local Annual Delegated Meeting is moved pursuant to Section 15, the nominations, elections and installations of

Officers, Executive Board Members and Trustees will be varied by the appropriate months. In case an elected Officer, Executive Board Member or Trustee fails to appear for installation within two (2) regular meetings, thereafter the office must be declared vacant, except when excused by the Local Union.

- d) The election of all Officers, Executive Board Members and Trustees shall be by referendum ballot. The Balloting Committee shall normally consist of three (3) Members except where enlarged or reduced to comply with the conditions of any given election. Assistance may be furnished to the Balloting Committee where such assistance is acceptable to the Committee and conforms to the International and Local Union election rules that apply. Said Committee shall have charge of the election; they shall count all ballots cast and report the results to the Local Union. All ballots shall be preserved until the Committee's report is accepted and the Officers, Executive Board Members and Trustees are installed. No rule or constitutional provision may be interpreted to prevent any and all Members from observing any and all phases of the election as long as they do not interfere in the election.
1. Write-ins shall not be permitted on a referendum ballot for election of Officers. If there is no opposition to any office, then no referendum ballot shall be sent out. When there is only one (1) nominee for a position, that name shall not appear on the ballot and the Local Union Meeting shall declare the nominee elected.
  2. When more than two (2) nominees are nominated for one office, the Local Union shall use the following method:

The Members shall ballot on the nominees eliminating at each ballot the ones receiving the least vote. No Member will be allowed to vote for more than one (1) candidate for each office on each ballot. Balloting shall be by secret ballot until the two (2) names remain. These two (2) names shall be submitted to the Membership by referendum.
  3. While the Local Annual Delegated Meeting shall declare the unopposed nominees elected, all elected Local Union Officers shall be installed in accordance with the provisions of paragraph (3) of this Article.
  4. Prior notice will be given in such a manner that the Membership will be notified of the time and place of voting.
- e) The Local Union Executive Board shall determine when a ballot is to be executed by mail-in format, directly at the operation, or a combination of both. In no circumstance shall a Member be provided with more than one ballot.

- f) The following rules shall govern the conducting of Local Union referendum ballots when executed by mail-in format.
1. The Local Union Executive Board shall appoint a Balloting Committee for each referendum ballot.
  2. Any Member whose name appears on a ballot shall not be eligible to serve on the Balloting Committee.
  3. When a ballot concerns election of Local Union Officer(s), the Balloting Committee shall secure a post office box for the return of ballots. When a ballot does not concern the election of Local Union Officer(s), the ballots shall be returned to the administration/head Local Union office.
  4. The Local Union Officers shall determine the deadline date for the return of the ballots at the designated post office box.
  5. The Financial Secretary shall prepare and mail out the ballots according to a Membership list, which is comprised of the active Members within the Union dues program. Each Member is responsible for ensuring that his/her mailing address is current with the Local Union. Each eligible voter shall be sent the following:
    - a) An official ballot.
    - b) Two envelopes: One envelope shall be smaller than the other with the words "OFFICIAL BALLOT" marked on it. The larger envelope shall be pre-addressed to the designated post office box with the Member's name, address and employer affixed to the upper left hand corner. This envelope will also be postage paid.
    - c) An Information Sheet containing the balloting rules, instructions for mailing in the ballot, and the deadline for returning the ballot.
  6. Upon receiving the ballot, the Member shall mark the ballot and enclose it in the smaller envelope marked "OFFICIAL BALLOT". This envelope shall be placed in the larger pre-addressed envelope and mailed.
  7. Upon receipt of the marked ballot, the Balloting Committee shall remove the smaller envelope marked "OFFICIAL BALLOT" and deposit it in a secured ballot box. No envelope received after the final return date shall be opened by the Balloting Committee.

8. The Balloting Committee shall make a determination on whether a ballot is spoiled or not, in line with the International Constitution.
9. The Balloting Committee shall be responsible for tabulating the referendum ballot. The Balloting Committee shall provide the certified tabulating results in writing to the Local Union Executive Board, along with all of the returned ballots.
10. Where appropriate, the Local Union shall have the option of conducting ratification votes for Collective Agreements through the use of mail-in ballots. In such cases, the Local Union Officers shall serve as the Balloting Committee.

### **Executive Board**

- a) When more than two (2) nominees are nominated for one office, the Local Union shall use the following method:

The Members shall ballot on the nominees eliminating at each ballot the ones receiving the least number of votes. No Member will be allowed to vote for more than one candidate for each office on each ballot. Balloting shall be by secret ballot until the two names remain. These two names shall be submitted to the specific Ward Area Membership through a referendum ballot.
- b) The referendum ballot shall be submitted to the Membership in May, elections by the end of May, and installations by the end of June. The persons receiving the largest number of votes cast shall be elected and take office immediately upon certification by the Local Union's Tabulating Committee, and will be sworn in at the next Executive Board Meeting. The term of office for elected Executive Board Members shall be three (3) years. The results from all polls shall be tabulated and a detailed report forwarded to each Sub-Local.
- c) In any case where these balloting rules are not adequate to cover any referendum ballot conducted in this Local Union, the provisions of the International Constitution shall apply.

## CHARGES, TRIALS AND PENALTIES

### Section 12

- a) All actions in respect to charges, trials and penalties by Local Unions shall be conducted in accordance with the International Constitution.
- b) Any Member or Local Union Officer who is charged and found guilty of engaging in strike breaking activities during a strike will be subject to a monetary penalty, suspension, or expulsion from Membership in the United Steelworkers.
- c) A Member or Local Union Officer who is on strike and goes to work for a Company that competes with the struck Company may be subject to a charge under this Section and under the International Constitution.
- d) Engaging in decertification activities shall be a chargeable offence under this Section and under the International Constitution.

## GENERAL PROVISIONS

### Section 13

- a) An audit of all financial records shall be made at least once each year by a competent Accountant. Signed copies of the annual audit shall be filed with the International Executive Board.
- b) Local Union Officers and others entrusted with the finances of the Local Union must be bonded in accordance with the provisions of the International Constitution and the Merger Agreement between IWA-Canada and the USWA.
- c) The Local Union shall have authority to employ salaried representatives whenever and wherever the Local Union may decide necessary. Such salaried representatives shall be responsible to the Local Executive Board, who shall have the right to hire and fire, subject to an appeal to the Local Annual Delegated Meeting.
- d) The program for negotiations shall be decided by the majority of the votes cast by the Membership. Decisions on proposed terms of settlement shall be by majority of the votes cast by the Membership. No strike can be called except with approval of a majority of the votes cast by the Membership.

- e) A Local Union may sponsor a Retiree Club and may appoint or elect a Delegate to meetings of the Retiree Club. A Retiree Club may also be allowed to send one (1) non-voting Delegate to meetings of the Local Union. Joint ad hoc Committees may be established to deal with problems of mutual concern to the Members of the Local Union and the Retiree Club. United Steelworkers, Local 1-1937 Retiree Clubs shall be affiliated with the Steelworkers Organization of Active Retirees (SOAR).
- f) After receiving approval from the District Officers, the Local Union Officers shall have the authority to discuss merger, transfer, or amalgamation with any other Union or group wishing to join the Local Union. The final decision on such merger, transfer, or amalgamation is subject to ratification by the International Executive Board.

### JURISDICTION

#### Section 14

- a) The boundaries of Local 1-1937 shall be as follows:

“All of Vancouver Island excluding the jurisdiction of Local 1-85 which is all operations in the Western Division of the Vancouver Forest District south of Brookes Peninsula. All coastal operations on the mainland and coastal islands, from international boundary north including the Queen Charlotte Islands. The Local Union shall extend east from the Coast along the B.C./Alaska border to the 127<sup>th</sup> longitude, thence south along the 127<sup>th</sup> longitude to the 55<sup>th</sup> latitude, then west on the 55<sup>th</sup> latitude to the 128<sup>th</sup>; thence due south from the 128<sup>th</sup> longitude and 55<sup>th</sup> parallel to the 54<sup>th</sup> north latitude; thence in a south-easterly direction in a straight line to Lindquist Peak; thence in a southerly direction along the western boundary of Tweedsmuir Park to the 53<sup>rd</sup> north latitude; thence due east to the 125<sup>th</sup> west longitude; thence due south to the 51.30 north latitude; thence in a south-easterly direction to, but not including Lillooet; thence in a south-westerly direction to Glacier Lake; thence in a south-westerly direction to the north end of Pitt Lake, then south on the west side of Pitt Lake to the south end of Pitt Lake; thence west southwest to Barnet; and west along the Barnet Highway to Boundary Road. From this point, south along Boundary Road extending to the International Boundary, on both sides of the Fraser River, downward to its mouth, including all islands bounded by the Fraser River west of the eastern boundaries outlined, up both sides of Burrard Inlet, including Barnet.”

- b) The Local Union shall establish Sub-Locals on a geographical basis, based on a minimum Membership of twenty-five (25) Members, wherever possible.

**ANNUAL MEETINGS****Section 15**

The Local Union will hold a Local Annual Delegated Meeting in April of each year. If provincial negotiations are taking place during that year, there will be a combined Conference. The Local Union Executive Board shall be permitted to vary the Local Annual Delegated Meeting dates to comply with the provisions of the International Constitution in respect of nomination and election of International Officers and Directors. Where the dates of the Local Annual Delegated Meeting are moved, nomination of Officers, Trustees and Executive Board Members will be held at the Local Annual Delegated Meeting, with elections being held in the following month and installation in the month after that.

In any year where an election is being held for International Officers and District Directors, Delegates to the Local Annual Delegated Meeting shall determine the nomination process subject to approval of the International Union.

Additional Delegated Meetings may be called during the year by either official action of the Local Executive Board or by petition signed by a number of Members of the Local Union in good standing, equal to the number of Delegates attending the last previously held Delegated Meeting. The petition must be signed by Members from a majority of the Sub-Locals.

Credentials to the Local Annual Delegated Meeting and/or Wage and Contract Conference shall be issued on the following basis:

1. Officers and Staff of the Local Union and Executive Board Members.
2. Delegates to the Local Annual Delegated Meeting and/or Wage and Contract Conference shall be selected by and from the Sub-Local which shall have one (1) Delegate for the first fifty (50) Members or more, and one (1) additional Delegate for each additional one hundred (100) Members or major fraction thereof (50% plus one). In addition to elected Delegates, Members in good standing in the Local Union may attend with voice. On questions coming before Local Annual Delegated Meetings, a roll call vote shall be taken upon request of twenty percent (20%) of the Delegates. The Delegates shall be permitted to vote the Membership they represent.
3. Operations of less than fifty (50) Members shall be pooled and Delegates elected on the basis of one (1) Delegate for the first fifty (50) Members or more and one (1) additional Delegate for each additional one hundred (100) Members or major fraction thereof. Where it is impractical to elect Delegates, the Delegate(s) shall be the Chairperson(s) from the largest operation(s) in the pooled Sub-Local.

4. The Chairperson of the Sub-Local shall be the Delegate and the Secretary of the Sub-Local shall be the Alternate Delegate. If the Sub-Local is entitled to more than one (1) Delegate, the Secretary shall be a Delegate, with additional Delegates being selected by the Chairperson from those Members serving on the Camp/Plant Committee. The Membership from the Sub-Local shall have the option of electing Delegates.
5. Representation to the Local Annual Delegated Meeting and/or Wage and Contract Conference shall be based upon the number of dues-paying Members computed on an average taken on the eight-month period ending July 31<sup>st</sup> of each year, provided that for Sub-Locals in existence for less than eight months, the average shall be based on the Membership covering those months they have been in existence.
6. The Local Union Financial Secretary shall furnish the Sub-Locals with credential blanks in duplicate not less than thirty (30) days prior to the Local Annual Delegated Meeting and to the Local Wage and Contract Conference.

## EXECUTIVE BOARD

### Section 16

- a) The Local Executive Board shall consist of President, First Vice-President, Second Vice-President, Third Vice-President, Fourth Vice-President, Fifth Vice-President, Financial Secretary, Financial Administrator, Recording Secretary, Conductor, Warden and eighteen (18) Executive Board Members.
- b) The Local Executive Board shall be representative of the Membership by allocating the Executive Board Members so they not only represent a certain geographical area, but are also elected by the Membership in their area.

Area #1	Queen Charlotte Islands
Area #2	Terrace, Kitimat, Prince Rupert
Area #3	Mainland; Butedale, Seymour, Drury & Toba Inlets, Vancouver Island – East, Port Hardy, Kokish
Area #4	Vancouver Island – West; Quatsino Sound
Area #5	Vancouver Island – South from Nimpkish to Naka Creek
Area # 6	Sunshine Coast/Squamish/Pemberton
Area #7	Vancouver Sawmills/Secondary Wood Manufacturing
Area #8	Vancouver Non-Traditional
Area #9	South Vancouver Island Non-Traditional

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Area #10	Victoria – South Cowichan
Area #11	Duncan – Crofton
Area #12	Lake Cowichan – Port Renfrew
Area #13	Chemainus – Saltair
Area #14	Ladysmith – Duke Point
Area #15	Nanaimo – Qualicum
Area #16	Campbell River North
Area #17	Campbell River South
Area #18	Mid-Island Non-Traditional

- c) The Local Executive Board shall execute the instructions of the Local Annual Delegated Meetings and between Meetings shall have the power to direct the workings of the Local Union. Action taken by the Executive Board may be modified or reversed by Local Annual Delegated Meetings, providing they do not conflict with the Local Union By-Laws or the International Constitution.
- d) Any Member of the Local Union in good standing shall be entitled to attend the Meetings of the Local Executive Board as an observer with voice, but without vote. He/she shall be permitted to bring to the Local Executive Board any subject matter of concern on Local Union affairs, but not interfere in the proceedings of the Local Executive Board or to prohibit the Local Executive Board from going into executive sessions for reasonable periods of time. Executive Board Meetings shall be held not less than once in every calendar quarter.
- e) The Local Union Executive Board shall have the authority to restructure the Board to reflect current Membership in the Local Union, as may be necessary.

### SALARIES AND EXPENSES

#### Section 17

- a) The salary of the President shall be \$1,611.00 per week. The salary of the First Vice-President, Financial Secretary, and Financial Administrator shall be \$1,577.50 per week. The salary of the fulltime Officers and Business Agents shall be \$1,540.00 per week. All salaries will be increased by negotiated increases in the forest industry taking into account wage revisions in major industry categories. All wage increases over and above the industry increases must be ratified by the Delegates to the Local Annual Delegated Meeting.

- b) Members, when away from their place of residence on official business of the Local Union shall be allowed a per diem equivalent to two and one-half (2.5) hours at the base rate (rounded to the nearest dollar) as negotiated and established from year-to-year in the Coast Master Agreement, plus transportation and reasonable hotel charges when overnight stay is required, subject to receipts being produced. Where an overnight stay is not required, per diem shall be paid pursuant to Local Union Policy.
- c) Members who serve on Local Union Negotiating Committees, who are not required to be away from their place of residence, will be entitled to per diem pursuant to Local Union Policy.
- d) The Local Union's Provincial Negotiating Committee Member(s) will receive an additional one (1) hour at the Coast Master base rate over the standard per diem while involved with Provincial Negotiations.
- e) Every Member on official business for this Local Union shall receive pay for time loss off the job at their regular hours and wage up to a maximum of a Business Agent's daily wage rate.
- f) Where a Member loses wages and is working on a compressed alternate shift, the maximum daily rate paid will be that of a Business Agent's daily rate multiplied by 1.25.
- g) Fulltime Local Union Officers and/or Business Agents shall be entitled to a per diem of one-half ( $\frac{1}{2}$ ) hour at the Coast Master Agreement base rate per working day for those days that other per diems do not apply.

### **FUNDS, TRANSFER TO HOLDING SOCIETY**

#### **Section 18**

Real Estate, property and funds of the Local Union can only be transferred to the Local 1-1937 Holding Society by direction from the Local Annual Delegated Meeting or the Local Executive Board.

**STRIKE ASSESSMENT****Section 19**

The Local Union may, in a period of strike action, levy assessment on Members who are given work permits to do necessary work during the course of a strike in an amount to be decided by the Local Union. This amount in any case shall not exceed forty percent (40%) of earnings. Such assessment must be paid by the Member receiving the work permit and failure to pay will result in loss of Membership rights in the same way as failure to pay dues or assessment under Article XI of the Constitution. Further, such Member will, on request of the Local Union, sign a check-off slip directed to his/her employer for the amount of the assessment.

**SUPPLEMENTAL STRIKE FUND****Section 20**

The Local Union Supplemental Strike Fund will be administered by the Local Executive Board, in accordance with the General Strike Fund By-Laws established by the USW Wood Council and in accordance with the following items:

1. Payments to striking Members will only be made to Members who qualify for payments from the International Strike Fund.
2. The amount of payment and timing of payment will be strike specific and determined by the Local Executive Board.
3. Under no circumstance will payment be made prior to the expiration of a two (2) week waiting period.
4. The Local Union Supplemental Strike Fund will be subject to an annual audit.

**AMENDMENT TO BY-LAWS****Section 21**

- a) By-Laws of the Local Union can only be amended after being approved by the Local Annual Delegated Meeting.

Amendments adopted by action of the Local Annual Delegated Meeting that are not directed to a ballot shall not be finalized until sixty (60) days from the close of the Local Annual Delegated Meeting and such proposed By-Law changes shall be publicized and copies shall be sent to each Sub-Local within ten (10) days after the close of the Local Annual Delegated Meeting. Any time within the specified sixty (60) day period, the Membership may petition the Local Financial Secretary to initiate a referendum on any amendment adopted by such Local Annual Delegated Meeting action.

If the Local Union receives a number of petitions representing ten percent (10%) of the total Local Union Membership, the Local Union shall proceed with a referendum ballot. The ballots shall be sent out from the Local Union office not later than ten (10) days following the sixty (60) day period specified. The ballots shall be postmarked for return not later than one hundred (100) days following the close of the Local Annual Delegated Meeting. All such proposed amendments shall be submitted to the International Executive Board.

- b) Members of the Local Union are entitled to have a copy of the By-Laws.

## **ASSIGNMENT RE: MEMBERSHIP**

### **Section 22**

In order to remain a Member in good standing, a Member:

- a) Shall sign and deliver to a Representative of this Local Union an assignment in favour of the Local Union.
- b) Shall not revoke or seek to revoke the assignment and shall so often as he/she changes his/her employment execute a new assignment to his/her new employer unless his/her financial obligations to the Local Union are paid in advance.

## **DEATH BENEFIT FUND** **UNITED STEELWORKERS, LOCAL 1-1937, A.F.L., C.I.O., C.L.C.**

### **INTERPRETATION**

In the following the words "Local Union" shall mean United Steelworkers, Local 1-1937, and the words "Member" or "Members" shall mean Member or Members of United Steelworkers, Local 1-1937, A.F.L., C.I.O., C.L.C.

## Section 1

There shall be created and maintained a Fund to be known as the "Death Benefit Fund". Twenty-five cents (25¢) out of every month's Membership Union dues shall be paid into this Fund. The twenty-five cents (25¢) per month per capita to the Fund will be instituted when the Fund reaches a low of \$40,000.00. The twenty-five cents (25¢) per month per capita will be discontinued when the Fund reaches a high of \$60,000.00. The income from the Trust Fund that has been established by the Local Union shall also be paid into this Fund.

## Section 2

Said Fund shall be kept in a separate account from all other accounts maintained by this Local Union. All disbursements or payment from said Fund must be made by cheque drawn on said Fund and signed by the authorized signing Officers of the Local Union.

## Section 3

The following shall be deemed Members in "Good Standing" for the purpose of eligibility to benefits under the Death Benefit Fund:

- a) Members who have their current Union dues paid to the Local Union in accordance with the Constitution of the International Union.
- b) Those Members who are working in the area of the Local Union in any operation under contract to the Local Union.
- c) A Member who has transferred into the Local Union from some other Local of the United Steelworkers and who has paid one month's Union dues to the Local Union.
- d) A new Member of the Local Union who has transferred from some other Union, providing such transfer has been accepted by the Local Union and providing Union dues have been paid either by cash or by signing a check-off that has been submitted to his/her employer and his/her Union dues remitted to the office of the Local Union.
- e) A Member who has been re-admitted to Membership in the Local Union by presentation of a United Steelworkers Withdrawal Card and has paid Union dues since re-admittance.
- f) A Member who has been on W.C.B., Weekly Indemnity, or L.T.D. regardless of whether they have completed exoneration cards.

## Section 4

Beneficiaries of Members who have been granted Withdrawal Cards, or who have transferred to another Local of the United Steelworkers, or who have discontinued paying Union dues to this Local Union without exoneration being granted by the Local Union shall not be entitled to any benefits as set forth herein.

## Section 5

In the case of a question concerning a Member's good standing for the purpose of determining eligibility to benefits from the Death Benefit Fund, the Officers of this Local Union shall make the decision subject to endorsement by the Executive Board of the Local Union.

## Section 6

In the event of a death of a Member eligible to benefits under the Death Benefit Fund, the sum of \$1,000.00 will be paid to the Beneficiary on receipt of proper notice. The Beneficiary must make a claim within sixty (60) days of the death of the Member.

The Local Union may require from the Beneficiary documents attesting to the death of the Member. The Local Union is not required to pay the Beneficiary unless such documents are produced; such documents to include either a Death Certificate or a sworn statement by the Attending Physician.

## Section 7

Unless the Beneficiary has been specifically named beforehand, the spouse of the deceased Member will be deemed to be the Beneficiary, or in case of the death of a Member who is single, the parents will be deemed to be the Beneficiary, and in those cases not named in the foregoing, payment shall be made to the person who is responsible for the funeral arrangements, but no payment shall be made to any Society or the WorkSafe B.C. In all cases not included in the foregoing, the Officers will decide who the Beneficiary should be.

## Section 8

If, in the opinion of the Executive Board of this Local Union, the Death Benefit Fund has been reduced to a point where it is not sufficiently large enough to ensure the payment of the agreed amounts, they will have the authority at any time deemed necessary to reduce the amount paid to the Beneficiaries to a maximum payment of 4% of the Death Benefit Fund.

**Section 9**

Payments to Beneficiaries can only be paid out of the Death Benefit Fund and in the event that the Death Benefit Fund is depleted, no payment can be made out of any other fund of the Local Union. In the event that an eligible Member dies while the Fund is depleted, the Local Union will not be required to pay the Beneficiary until, and if, the Death Benefit Fund is large enough in the opinion of the Local Executive Board to warrant doing so.

**Section 10**

All necessary expenses incurred in the operation and administration of the Death Benefit Fund will be borne by the Fund itself and no costs incurred in the management of the Fund will be charged against any other Fund of this Local Union.

**Section 11**

The By-Laws of the Death Benefit Fund and their provisions and application can only be amended by action of the Local Annual Delegated Meeting.

**Updated: August 28, 2009**

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**Darrel Wong, President**

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**Bob Freer, Financial Secretary**