

ARTICLE I

Name

Section 1. This organization shall be known as the Bakery, Confectionery, Tobacco Workers and Grain Millers, Local 36G (AFL-CIO, CLC)

Section 2. This organization shall be affiliated with the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union, the New York State AFL-CIO Council and the Buffalo AFL-CIO Council.

ARTICLE II

Aims and Objectives

Section 1. It is the purpose of Local 36G to unite all workers eligible for membership into one organization.

Section 2. To foster and encourage skill and efficiency, to cultivate friendship and brotherhood among its members, to reduce the hours of labor, increase wages and to do all within our power to elevate and improve the moral, intellectual and economic conditions of those who toil either by hand or brain.

ARTICLE III

Membership

1. **Section 1.** (a) Any wage earner in the Grain Milling Industry, and any plant represented by Local 36G, shall be eligible for membership and no discrimination shall be made on account of sex, race, nationality or creed.

(b) Collectively and individually, the membership is pledged to strive for the maintenance and extension of democratic principles, to fight all forms of bigotry, prejudice and intolerance, and to enforce the policies established by the Bakery, Confectionery, Tobacco Workers and Grain Millers.

(c) In the event of any conflict or apparent conflict between this Constitution and By-Laws and the Constitution and By-Laws of the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union, the provisions of the Constitution and By-Laws of the Bakery, Confectionery, Tobacco Workers and Grain Millers International shall be controlling.

Section 2. Any applicant desiring membership shall sign an application form and such application shall be subject to acceptance by the organization. It shall require a majority vote of all members present and voting for the acceptance of an applicant to membership.

Section 3. Any applicant who has been accepted and fails to appear for initiation within ninety (90) days shall forfeit the Initiation fee, unless otherwise provided for by the organization. All applicants shall be required to state to the Chairman whether or not they are American citizens.

Section 4. No one shall be admitted to membership in this Union who is in any organization or activity connected to or sympathetic with, related to, dominated by or under the control of any foreign organization, group or government generally recognized as being hostile to the American trade union movement as recognized by our International Union or to the government of the United States or Canada, or who supports or holds membership in any such organization or group, or a member of the Communist Party or any Fascist or Bundist organization, or any other organization that might be detrimental to Union cause.

Section 5. Any accepted applicant, before being admitted to full membership, shall take the following obligation, to wit:

Obligation & Membership Oath

Fellow Workers: You are required to take an obligation of fidelity, but let me assure you that in this obligation there is nothing that will interfere with your civil or religious beliefs. With this assurance, are you willing to take this obligation? (Wait for applicant's consent.)

Do you solemnly and sincerely pledge your word and honor that you are not now a member, and will not become a member of any organization that is opposed to the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union (AFL-CIO, CLC), that you will obey all the rules and regulations of this organization now in force, or may become in force in the future? (Wait for applicant's consent.)

Do you further faithfully promise that you will keep secret the proceedings of this organization? (Wait for applicant's consent.)

Do you further faithfully promise never to discriminate against a fellow worker on account of sex, race, nationality, or creed, and to the best of your ability defend freedom of thought whether expressed by tongue or pen, and never knowingly wrong a brother or sister or see them wronged, if in your power to prevent it? (Wait for applicant's consent.)

Do you furthermore faithfully promise on your word of honor to purchase only Union label goods and to patronize the Union Shop Card and Button whenever possible and to encourage your family, relatives and friends to do likewise? (Wait for applicant's consent.)

Applicant repeats:

“To all of this I solemnly and sincerely promise to bear true and faithful allegiance until such a time that my membership shall be cancelled by this organization.”

President then has initiated members face the organization and says: "I take great pleasure in introducing to you (give name of new member(s) as bona fide member(s) of this organization."

Members of organization all join in chorus "We bear witness".
(Applause).

Section 6. In case any applicant is rejected, such applicant shall have the right to appeal to the Executive Board at their next regular meeting.

Section 7. Members from other Bakery, Confectionery, Tobacco Workers and Grain Millers organizations requesting transfer to this Local Union must present an Honorable Retiring Card and be required to pay one (1) month's dues in advance.

ARTICLE IV

Dues, Finances, Suspension, Expulsion and Other Penalties for Dues Delinquency

Section 1. Membership dues shall include the following financial obligations:

- (a) Initiation fee of one hundred dollars (\$100.00).

- (b) Monthly fees (hereinafter referred to as dues or monthly dues) shall consist of the base rate as determined by the Local Executive Board (as of March, 2007, the base rate is seventeen dollars [\$17.00], which includes the International Per Capita and the AFL-CIO Per Capita per month) plus one (1) hour of the member's classified rate of pay. In addition, any time the total assets of the Local fall below one hundred sixty thousand dollars (\$160,000.00) a dues increase of one dollar (\$1.00) will be added to the seventeen dollars (\$17.00) plus one (1) hour of the members classified rate of pay, until such time as the total assets of the Local reaches two hundred thousand dollars (\$200,000.00). At this point, the additional one dollar (\$1.00) will be discontinued. Any per capita dues increase under Article XIII, Section 1 of the International Constitution and Bylaws will be added to the base portion of the Local Union dues.

- (c) Special fees (hereinafter referred to as “assessments”) are levied by the International Union or Local Union in accordance with the provisions of both constitutions. This organization shall have full power to levy assessments when required.
- (d) Disciplinary fees (hereinafter referred to as “fines”) are charged against members under this constitution for just cause.
- (e) When any new plant is organized and becomes part of Local 36G, the Executive Board shall determine the amount of initiation fee that shall be paid by members of the new plant.
- (f) All Executive Board members and Stewards shall pay short dues, which reflect member per capita costs and any assessments, for the duration of their term of Office.

Section 2. All dues shall become due on the first day of any calendar month and become past due on the last day of the same month. Members shall be allowed a period of grace not to exceed thirty-one (31) days in which to make payment of past due fees. Upon default in payment of such dues extending beyond the grace period, the defaulter shall stand suspended from membership in the local union and the International Union and from all privileges thereof. Any member, who works or is paid in lieu of working for one (1) or more days in a calendar month, shall be required to pay his or her dues monthly in order to remain in good standing.

Section 3. Any member who is suspended or terminated from his or her job by his or her employer is responsible to pay the short dues in order to remain in good standing. When a member is entitled to a monetary settlement from his or her employer, as a result of Union representation, he or she shall then remit all past dues to the Local.

Section 4. Any member who becomes more than two (2) months in arrears with his or her dues shall be suspended from this Union. Any member who becomes more than six (6) months in arrears with his or her dues shall be expelled from this Union and shall be removed from his or her position, provided that they have received notice of their delinquency at least twenty-four (24) hours prior to the expulsion. Any member who has permitted his or her membership in this Union to terminate for any reason or who has been expelled shall, on rejoining, comply with all conditions set forth in the International Constitution (Article XIX, Section 7) covering admission of new members and shall pay a new initiation fee and in addition thereto a readmission fee of fifteen dollars (\$15.00).

Section 5. Members who are sick or disabled have the option of paying short dues while they are off from work, or they may take a Retiring Card.

Section 6. Assessments, when applicable, shall be included in the dues payment.

Section 7. Any member who is financially unable to pay their dues may present their case to the Executive Board for its investigation and findings.

Section 8. Any member in good standing who leaves the plant or industry for an indefinite period may secure an honorable Retiring Card upon payment of a fee of two dollars (\$2.00). They have thirty (30) days after the last day worked to do so. When such member desires to re-enter the active ranks of the Local Union, they shall notify the Local office of their return and start date, via Business Representative-Corresponding Secretary, and upon payment of dues for the current month, shall resume good standing. This privilege shall also apply to holders of honorable Retiring Cards of other Local Unions affiliated with the Bakery, Confectionery, Tobacco Workers and Grain Millers. Any member, who withdraws without securing an honorable Retiring Card, upon readmission to the Local Union, must pay the regular initiation fee, plus a fifteen-dollar (\$15.00) readmission fee, as a condition of reentrance. Members entering the Military Service of the United States will pay no fee for a Retiring Card as per directive of our International Union, and must notify the Local Union Office of the date entering service and the date returning to active employment. Retirees need not take out a Retiring Card and shall be considered honorary lifetime members of this Union. However, for all legal purposes, they shall be considered withdrawn.

Section 9. Assessments duly levied pursuant to the International Constitution or these By-Laws shall become due and payable as of the first day of the month or months for which levied. Should an assessment become necessary to raise funds to meet needs of the Local Union or a substantial portion of the membership, the motion for an assessment must be handled in the following manner:

- (a) Approval by the majority vote of the Executive Board.
- (b) Report of the Executive Board action to the following regular meeting of the membership without any vote being taken, and
- (c) Approval by a majority vote of the membership at the next regular or special meeting by secret ballot vote.

Section 10. No person shall be allowed to affiliate or associate with the Local Union upon any “permit” or “temporary” card. There shall be no cases or categories of membership or membership privileges.

Section 11. Every member whose financial obligations to the Local Union are fully met including the current month and who has not been suspended or expelled for just cause after charges and trial pursuant to these By-Laws shall be deemed a good-standing member entitled to all the rights and privileges of membership, including the right to vote at business meetings and election of Executive Board members and stewards.

Section 12. The funds of this Union treasury shall be used in defraying necessary and legitimate expenses and charges of the organization, and shall never be used for loans, gifts or gratuities to officers, representatives, members or other individuals. Money resulting from voluntary fund raising, may be used as approved by the Executive Board, in good faith, to promote this Union. Union funds can be used to provide a token of appreciation to retirees. Funds can also be used to provide flowers or charitable donations for deceased retirees, members, and their immediate family members.

ARTICLE V

Meetings

Section 1. ROBERTS RULES OF ORDER shall be the Parliamentary Law of this Union and shall be followed at all meetings except where they are in conflict with this Constitution.

Section 2. Regular business meetings shall be held on the second Wednesday of each month. The session shall begin at 3:30 p.m. on Wednesday and shall adjourn not later than 5:30 p.m. A meeting may continue by a two-thirds (2/3) vote of the members present and voting. The session times may be changed by the Executive Board to best accommodate attendance by members.

a. Suspend the regularly scheduled monthly meetings of July and August in each year.

Section 3. Twenty-five (25) members shall constitute a quorum for any regular or special meeting of the Union.

Section 4. (a) A special meeting of this Union may be called upon written request to the Business Representative-Corresponding Secretary by fifty (50) members of the Union in good standing. The request must be in writing and shall state clearly the purpose or purposes for which the meeting is called, and no other business shall be transacted on the occasion.

(b) Special business meetings may be called upon the decision of a majority of the Executive Board or upon the request of a duly accredited International Union Representative. Notice of the special meeting shall be published and posted at least 24 hours in advance of the meeting. The special meeting may consider only matters listed in the call for the meeting.

(c) Emergency meetings at which no matters will be voted upon, such as to hear noted speakers, national union officials, etc., may be held at the call of the Local Union Business Representative- Corresponding Secretary or a duly accredited International Representative.

(d) Special plant meetings can be called by petition of 10 signatures for plants with 70 members or less and by 25 signatures for those with more than 70 members. The amount of signatures necessary to petition for a meeting shall be deemed the necessary minimum attendance figure at said meeting in order to attain a quorum.

(e) Special Department Meetings can be called by petition of one-half (1/2) the people in that Department. A quorum for such meeting shall be 25 or one-third (1/3) the number of members within that department, whichever figure is lower.

(f) Special meetings held for the purpose of reviewing and voting on contract proposals or the ratification of a contract shall not require a quorum.

(g) Any special meeting held to discuss and vote on changes to the Supplemental Agreement of any plant represented by this Local, shall require a vote by the majority present from that entire plant. No contract changes shall be made by one department.

Section 5. A regular or special business meeting shall be the highest governing body of the Local Union.

Section 6. Only members in good standing, as herein defined, shall be entitled to vote at any regular or special meeting of the Local Union.

Section 7. Order of Business for Local Union Meetings.

1. **Calling of meeting to order.**
2. **Pledge of allegiance to the Flag.**
3. **Roll call of Officers.**
4. **Initiation of New Members.**
5. **Reading of minutes.**
6. **Reading of Financial, Trustees' (quarterly) and other reports to the International Union.**
7. **Old Business.**
8. **Communications.**
9. **New Business.**
10. **Good and welfare of the Local and International.
(Open Discussion)**
11. **Adjournment.**

Nominations for Office, election of Officers, installation of Officers are included in the agenda when applicable.

ARTICLE VI

Retiring and Transfer Cards

Section 1. a. Any member who becomes a member of supervision shall take out a Retiring Card. In the event an employee who is a member of this Union should elect to accept a position with the Company, which position is outside the jurisdiction of the Union, said member shall withdraw from the Union and be issued a Retiring Card if all financial obligations are paid up to date.

b. In the event an employee shall accept a full time Union position, all of his or her seniority rights shall accumulate during his or her absence.

Section 2. Retiring Cards shall be issued and shall be good until the holder returns to work in any industry covered by this organization, and provided that the holder shall have complied with the conditions set forth on the Retiring Card.

Section 3. Members who are issued a Retiring Card shall not be entitled to any benefits of this Local Union.

Section 4. No Retiring Card shall be issued to any member unless his or her dues, assessments and fines are paid in full to the date that such card is issued. Persons holding Retiring Cards shall not be required to pay dues, fines or assessments.

ARTICLE VII

Officers and Duties

Section 1. Officers' Titles -- The Officers of this Union shall consist of one (1) **Business Representative-Corresponding Secretary**; one (1) **President**; one (1) Vice President /**Financial Secretary Treasurer**; one **Recording Secretary**; and one (1) **Board of Trustees** composed of three (3) members.

Section 2. The **President** shall preside at all meetings of the Local Union and the Executive Board. He or she shall strictly enforce the rules of this Local Union and the International Union. He or she shall have no vote at a meeting of the Local Union or the Executive Board except in a case of a tie. The President shall assist the Business Representative/Corresponding Secretary, and the Vice President /Financial Secretary Treasurer in the performance of his or her duties. The President shall fill in for the Business Representative-Corresponding Secretary, and/or the Vice President/Financial Secretary Treasurer, during long term vacancies, if so directed by the Executive Board.

Section 3. The Business Representative-Corresponding

Secretary shall administer the affairs and activities of the Local Union under the direction of the Executive Board. He or she shall, in consultation with the Executive Board, represent the Local Union in negotiation and administration of Agreements with employers. He or she shall oversee and regulate the activities of all stewards and shall take in all grievances. He or she shall be a member of all Union committees. He or she shall be a delegate of all conventions. He or she shall have general charge of office employees, if any, however with this exception: the office employee(s) salary, benefits and hours of work which shall be negotiated with the Executive Board and brought back to membership for their approval. He or she shall have charge of the seal of the Union and be the custodian of all Union bulletin boards. He or she shall appoint the personnel of all Local Union Committees and shall have general guidance of their activities. The office employee(s) shall assist the Business Representative-Corresponding Secretary in the performance of his or her duties, in addition to his or her own duties. It shall be the responsibility of all Officers to assist the Business Representative-Corresponding Secretary when requested.

Section 4. The Vice President/Financial Secretary Treasurer

shall sign all checks in conjunction with the President of the Local. The President shall go to the Union Office once a week (on his or her own time). The President and Vice President/Financial Secretary Treasurer shall be bonded by the International Union in accordance with applicable laws; the premium of such bond to be paid by the Local Union. The Vice President/Financial Secretary Treasurer shall collect and receive all money due to the Union. He or she shall keep a file of membership application cards and a record of members enrolled and their payments. He or she shall order necessary dues cards and see that names and proper ledger numbers are inscribed thereon. He or she shall prepare and forward to the International Office of the Bakery, Confectionery, Tobacco Workers and Grain Millers, prior to the 10th day of each month, the proper reports required with the monies due. A duplicate of all such reports shall be kept in the Local Union Office and reported to the membership at each regular monthly meeting. He or she shall deposit all money coming into his or her hands in the name of the Local Union in a bank selected by the Local Union. He or she shall make no disbursements without the sanction of the Local Union or the Executive Board. Such sanction shall be expressed in a general and continuing authority by appropriate resolution of the Local Union with regard to payment of bills of a regular and recurring nature. There shall be no checks drawn to "cash" or "bearer". The Vice President/Financial Secretary Treasurer shall keep proper books of accounts and shall make a monthly report on money received, paid out, or on deposit in the bank. The office employee(s) shall assist the **Vice President/Financial Secretary Treasurer** to his or her own duties. It shall be the responsibility of all Officers to assist the Vice President/Financial Secretary Treasurer when requested.

The Vice President/Financial Secretary Treasurer shall assist the President in the discharge of his or her duties and preside in his or her place upon the approval of the Executive Board, in case of death, removal or resignation. He or she shall assist other officers in the discharge of their duties and shall perform the duties of the Recording Secretary if an absence occurs. He or she shall assist the Trustees in preserving order at the meetings. He or she shall perform such other duties as are customarily incident to the office of Vice President-Financial Secretary-Treasurer.

Section 5. The **Recording Secretary** shall keep a true record of all proceedings of all Union meetings, including meetings of the Executive Board. He or she shall receive, read and safely keep or refer to the proper officer or committee, all communications received at meetings. He or she shall provide a duplicate copy of his or her records for the Union Office File.

Section 6. The **Trustees** shall have general guidance over the property of the Local Union, and see that the Financial Secretary-Treasurer deposits all monies belonging to the Local Union in such bank as the Union may designate. The Trustees shall also verify that the Vice President /Financial Secretary Treasurer, the President and any office personnel who have fiduciary responsibilities are bonded and that the Vice President /Financial Secretary Treasurer makes monthly reports and payments of per-capita to the International Union. The Board of Trustees shall audit the books and records of the Vice President /Financial Secretary Treasurer at least every three months and make a written report of the same to the Local Union.

The Trustees shall also assist the Vice President/Financial Secretary Treasurer in preserving order. They present all applicants for membership and visitors to the Union at regular and special meetings, as well as keeping the attendance roll. They shall prevent members from leaving the meeting without permission from the Chair.

Section 7. At the expiration of the term of office, by termination or otherwise, each **Executive Board member** and **Steward** shall turn over to his or her successor all money, property, papers, records and books of the Union which may be in his or her possession.

Section 8. Vacancies in office caused by death, resignation, or removal for cause shall be filled for the unexpired term by recommendation of the Executive Board subject to confirmation by the Local Union.

Section 9. No member shall be eligible to assume or hold office in this Local Union if he or she is unable or unwilling to execute all affidavits or other documents to afford access to government agencies legally entitled to same, under the direction of the General Executive Board of the International Union.

Section 10. The Executive Board shall consist of the officers named in Section 1 of this Article VII and the Mill Representative(s)/ Executive Steward(s) from the plants for whose employees the Local Union acts as bargaining agent. No person elected to office in the Local Union shall be eligible to act as Mill Representative/ Executive Steward.

Section 11. Mill Representatives/Executive Stewards shall be duly elected for a three (3) year term by the members of the Local Union employed at each separate plant for which the Union is a bargaining representative. One additional Mill Representative/Executive Steward shall be elected to serve any plant where there are more than six hundred (600) members in the bargaining unit.

There shall be one (1) Mill Representative from the Flour Mill and one (1) from the Cereal Plant of General Mills. The Mill Representative from the General Mills Cereal Plant will appoint an assistant. His or her duties will be to assist the Mill Representative in every way possible and assume his or her duties when he or she is on vacation or disability. Each Mill Representative/Executive Steward shall also serve as Chairman of the Labor Relations Committee at the Plant where he or she is employed and for which he or she was elected. Mill Representatives/Executive Stewards are not officers of the Local Union for any purpose whatsoever.

Vacancies in the position of Mill Representative/Executive Steward shall be filled for the unexpired term by the recommendation of the Executive Board, subject to confirmation by the membership at the plant where the vacancy occurs, at the next General Membership meeting.

All changes in rules, plant procedures or interpretations of the working agreements made by the committees shall be reported to the Mill Representative/Executive Steward and he shall report to the Executive Board of the Union for approval.

Section 12. Executive Board members, to be eligible as officers or members of the Executive Board, **must have been in continuous good standing for at least the two (2) years preceding the election or appointment, without a lapse in time.** The Business Representative-Corresponding Secretary shall have the power to call meetings of the Executive Board and to act in all cases, subject to the approval of the membership, except as outlined in Section 15.

Section 13. The Executive Board shall have full power to act in all cases where Union rules and regulations are endangered, in case of an emergency, in all cases where any of the business of the Union needs attention, to send out committees and instruct all officers. They shall keep minutes of their activities and the Recording Secretary shall report the minutes of the Executive Board to the Local Union.

Section 14. Any Executive Board member who is **absent from three (3) consecutive meetings of the Executive Board shall be removed from office** unless the member can show the Local Union good and sufficient reason for such absence.

Section 15. In the event of sickness or other legitimate cause, any officer of the Union shall be entitled to a leave of absence on application to the Local Union Business Representative-Corresponding Secretary. The time and terms shall be fixed by the Local Union.

ARTICLE VIII

Stewards

Section 1. The Mill Representative/Executive Steward shall conduct any vote in their plant for the selection of plant Steward and only those members who are in good standing may vote. Stewards may be replaced at any reasonable time by the desire of the members in good standing whom they represent, providing **fifty-one percent (51%)** of the members in good standing whom they represent sign a petition asking for the election of a new steward. The Steward, Mill Representative/Executive Steward and members qualified to vote for said Steward must be given at least three (3) working days advance notice of the intention to hold an election. The election will be by secret ballot and a majority vote shall determine the victor. A member of this local must be a member in good standing for at least one (1) year **immediately preceding the election, without a lapse in time**, in order to be eligible to run as a candidate in a Steward's election.

Section 2. Members having grievances shall file them in writing with the Steward. It shall be the duty of the Steward to cooperate and to settle any grievance that may arise and report to the Mill Representative/Executive Steward any grievance that cannot be settled. In the event the Steward and Mill Representative/Executive Steward cannot settle a grievance, they shall report said grievance to the Union Office.

Section 3. All Stewards shall attend at least three (3) of the **regular monthly general membership meetings** held from December of the previous year up to and including the month of November in the following year or be suspended from office. Having to work the day of the meeting, or being on vacation is considered just cause for absence.

Section 4. Stewards shall conduct themselves in a courteous manner when dealing with the members whom they represent and shall at no time volunteer information to the Company officials that may be detrimental to the welfare of these members.

ARTICLE IX

Delegates and Committees

Section 1. The Executive Board shall have the authority by appropriate action to designate and send delegates to meetings and conventions of any labor body with which the Local Union is affiliated, including the International Convention

- a. Local 36G shall be represented at all conventions of the International Union. The Business Representative-Corresponding Secretary shall be delegated to such conventions and to such other conventions, that the membership desires to be represented at, by virtue of his or her election to that office.

Section 2. Members, in order to be eligible to run for delegates to any meetings or conventions of any labor organization, or to the International Convention to which our Local 36G is affiliated, must meet the following requirements:

- a. Be a member in good standing of the International Union and Local 36G for at least two (2) years immediately preceding the nomination, without lapse in time.
- b. Have worked at least two years immediately preceding the Convention as a wage earner in any branch of the trades, (except for periods of layoff and terminations being grieved, not to exceed twelve [12] continuous months), under the jurisdiction of the International Union or as an officer or employee of the International Union or local union.

Section 3. The Negotiating Committee of each mill/plant shall consist of the Business Representative-Corresponding Secretary, the Mill Representative/Executive Steward and at least one other union member of that mill/plant.

Members of the Negotiating Committee shall be reimbursed for lost time for the days they are in negotiations, plus fifteen dollars (\$15.00) total reimbursable expenses per day; out of town negotiation reimbursements shall be fifty dollars (\$50.00) per day. Negotiating Committee criteria can be modified with Executive Board approval.

Section 4. The Master Contract Policy Committee shall be comprised of the Business Representative-Corresponding Secretary and the Mill Representative/Executive Steward from the mill/plant that is under the Master Agreement, and the other Mill Representatives/Executive Stewards can attend as observers only, at their own expense.

ARTICLE X

Elections, Terms and Compensation of Officers

Section 1. The Nomination of Officers and Mill Representatives/Executive Stewards of the Local Union shall take place at the regular monthly meeting in November of the year in which terms expire and voting shall take place in December of the same year. Nominations for Mill Representative/Executive Steward must be made by a member who works in the same Mill or Plant as the member who is getting nominated for Mill Representative/Executive Steward.

Section 2. Members in order to be eligible to run for office must be a continuously good-standing, dues-paying member of the International Union and the Local Union for at least two (2) continuous years immediately preceding the election, without lapse in time.

Section 3. Voting Machines and/or Ballots shall be used for the election of all Executive Board members. The Executive Board shall have the power to designate the method of voting.

Section 4. The date, place and hours of election shall be fixed by appropriate resolution of the Executive Board and announced at the October meeting, prior to the November meeting, at which nominations are taken.

Section 5. The candidate receiving the highest number of votes cast for an office shall be declared duly elected thereto.

Section 6. Any members may in case of illness, mail their ballot to the Election Committee according to rules which the Election Committee shall have the power to establish.

Section 7. Before a vote is taken, it shall be the duty of the Business Representative-Corresponding Secretary, subject to confirmation by the Executive Board, to appoint an Election Committee, composed, if possible, of at least one (1) member from each plant at which the Union is bargaining representative, to conduct the election and count the votes. The membership of such Election Committee shall in no event exceed fourteen (14).

Section 8. Printed ballots shall be available for absentee voters, as set forth in Section 6 of this Article.

Section 9. Every eligible member **must** vote in Union Elections. Members neglecting to vote in Union Elections shall be subject to appropriate Union discipline.

Section 10. Only members in good standing shall be eligible to vote. The eligibility list shall be prepared in advance by the Business Representative-Corresponding Secretary and given to the Chairman of the Election Committee at the time the polls open. In the event it is decided by the Executive Board to hire an agency to conduct a mail ballot, the eligibility list shall be prepared by the Business Representative-Corresponding Secretary and the Chairman of the Election Committee before the ballots are mailed and such a list must meet the approval of the Election Committee.

Section 11. The decision of the Election Committee upon all matters involved in the election shall be final and binding upon all parties concerned, subject only to appeal to the International Union by any aggrieved party.

Section 12. The results of the Election shall be given by the Chairman of the Election Committee to the Vice President/Financial Secretary Treasurer who will immediately inform all the newly elected Executive Board members. The Vice President/Financial Secretary Treasurer will read the results at the first General Membership Meeting following the election. It shall be the duty of the Vice President/Financial Secretary Treasurer to notify the International Office of the results of such election within ten (10) days.

Section 13. Members of the Election Committee shall be reimbursed by the Local Union for time spent in connection with such services.

Section 14. All officers duly elected at a regular election of this organization shall serve for a term of three (3) years, commencing on the first (1st) day of January following the election and ending on the last (31st) day of December three (3) years later. This organization shall have three (3) elected Trustees at all times, one to be elected each year.

Section 15. Before entering upon their duties, newly elected officers shall take the following obligation:

**I, (give name)...do solemnly swear... that I will do to the best of my ability...perform duties of my office faithfully and honorably...on behalf of the membership:
And that I will always conduct myself...in this office... according to the strictest requirements...and standards of conscience and integrity;
And the provisions and spirit...of the Constitution of the Bakery, Confectionery, Tobacco Worker and Grain Millers International Union...and the By-Laws of Local 36G... and that I will carefully preserve and guard...all union property that may be left in my charge...and that upon the expiration of my term in office...I will turn over such property...to my duly elected and installed successor.**

Section 16. The Business Representative-Corresponding Secretary shall be a full time salaried officer. The benefits of the Business Representative-Corresponding Secretary will be maintained by the Local according to the benefits of the plant contract, from which he or she is on leave of absence. The benefits shall include but not be limited to health and welfare, dental, pension, 401K, vacations and holidays. The salary of the Business Representative-Corresponding Secretary as of July 1, 2006, shall be equal to the highest hourly rate of pay negotiated by this Local, plus the highest respective shift differential, plus one dollar. The Business Representative-Corresponding Secretary shall be entitled to rate increases and bonuses associated with this position.

(As of July 1, 2006, the weekly salary is \$1,143.20 [one thousand one hundred forty-three dollars and twenty cents] based on the highest increase of the Plants/Mills represented by this Local.) In addition, the Business Representative-Corresponding Secretary shall be entitled to ordinary and necessary expenses incurred in the performance of such duties. Such ordinary and necessary expenses shall be itemized and submitted to the Executive Board on a monthly basis for majority approval. The Executive Board shall report on such items to the membership at each regular meeting. Ordinary and necessary expenses shall include, but not be limited to full automobile insurance on his or her personal vehicle.

The reimbursable expenses of other officers are:

- **President**—Up to and not to exceed \$200.00 per month.
- **Vice President/Financial Secretary Treasurer**---Up to and not to exceed \$150.00 per month.
- **Recording Secretary**--- Up to and not to exceed \$75.00 per month.
- **Trustees**—Up to and not to exceed \$50.00 per month.

In addition, the following reimbursable expenses are set:

- **Mill Representatives/Executive Stewards**---Up to and not to exceed \$100.00 per month.

The part time office of President shall become effective January 1, 1986. The office of part time President of Local 36G shall remain on a part time basis until our membership has exceeded 1200 active members.

The Business Representative-Corresponding Secretary shall be vested with principal executive functions as of January 1, 1986.

Section 17. Any member of the Local 36G, who after being elected by the membership to a full time position of Local 36G, shall not at any time during the term of his or her office hold a full time, paid position outside of Local 36G.

Section 18. When a member retires at his or her Plant of employment, he or she then shall become an Honorary Member of Local 36G. He or she then shall not hold any office in Local 36G.

Any Federal or State statutes or regulation applying to this Local Union requiring inclusion of certain provisions and entitlements in this Local Union's Constitution and By-Laws, which are not otherwise provided for herein, shall be deemed a part of this Constitution and By-Laws, as though fully set forth herein.

ARTICLE XI

Ethical Practices

Section 1. No Extra Compensation: No Officer, Representative or Employee of this Local Union who already receives full time pay from this Union shall receive fees or salaries of any kind from a fund established for the provision of a Health and Welfare or Retirement Program, where a salaried Local Union Officer, Representative or Employee serves as Employee Representative or Trustee in the administration of such programs, performed by them in the normal course of their duties, and not as an extra function requiring further compensation from the Welfare Fund.

Section 2. No Compromising Ties: No Officer, Employee or other person acting as agent or representative of this Local Union who exercises responsibilities or influence in the administration of Welfare Programs or of the placement of insurance contracts, shall have any compromising personal ties, direct or indirect with outside agencies such as insurance carriers, brokers or consultants doing business with the Welfare Plan. Such ties cannot be reconciled with the duty of a Union Official to be guided solely by the best interest of the membership in any transactions with such agencies.

Any Union Official found to have such ties to his or her own personal advantage or have accepted fees, inducements, benefits or favors of any kind from any such outside agency, shall be dealt with under Article XI of these By-Laws. This principle does not prevent the existence of a relationship between a Union Officer or employee and an outside agency where:

- (a) no substantial personal advantage is derived from the relationship and
- (b) the outside agency is one in the management of which the Union participates, as a union, for the benefit of its members.

Section 3. Records and Audits of Welfare Funds: Complete records of the financial operations of all welfare funds and programs shall be maintained in accordance with the best accounting practice. Each such fund shall be audited regularly by Trustees of Local 36G. In addition, each such fund shall be audited at least once each year by the International Union Auditor.

Section 4. Availability of Audit Reports: All audit reports shall be available to the membership of the Union and the affected employees.

Section 5. Disclosure and Report: The Trustees or Administrators of welfare funds shall make a full disclosure and report to the beneficiaries at least once each year. Such reports shall set forth in detail the receipts and expenses of the fund, all salaries and fees paid by the fund, with a statement of the persons to whom paid, the amount paid and the service or purpose for which paid, a breakdown of insurance premium paid if a commercial insurance carrier is involved, showing insofar as possible the premium paid, dividends, commissions, claims paid, retentions and service charges, a statement of the person to whom any commissions or fees of any kind were paid, a financial statement on the part of the insuring or service agency, if an agency other than a commercial insurance carrier is employed and a detailed account of the manner in which the reserves held by the fund are invested.

Section 6. Selection of Carrier: Where health and welfare are provided through the use of a commercial insurance carrier, the carrier shall be selected through competitive bids solicited from a substantial number of reliable companies on the basis of the lowest net cost for the given benefits submitted by a responsible carrier, taking into consideration such factors as comparative retention rates, financial responsibility, facilities for and promptness in servicing claims and the past record in dealing with trade unions representing its employees. The Trustees of the fund shall be required to include in reporting to the membership the specific reasons for the selection of the carrier finally chosen. The carrier shall be required to warrant that no fee or other remuneration of any kind has been paid directly or indirectly to any representative of the parties in connection with the business of the fund.

Section 7. Investment Policy: Where this Local Union or other Union Trustee participates in the administration of the investment of Welfare Fund reserves, the Local Union and the Trustees concerned shall make every effort to prohibit the investment of Welfare Fund reserves in the business carrier or agency doing business with the fund or in any enterprise in which any Trustee, Officer, or Employee of the Fund has a personal financial interest of such a nature as to be affected by the fund's investment or disinvestment.

Section 8. Unethical Payments: Where any trustee, agent, fiduciary or employee of a Health and Welfare Program is found to have received an unethical payment, they shall be subject to removal from such position or appointment either directly and promptly by the supervisory union officials, or after appropriate proceedings under Article XI hereof, when the same shall be applicable to such person, and the Local Union shall take appropriate legal steps against both the party receiving and the party making the payment. Where Health and Welfare Funds are negotiated or administered, the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union shall be exercised by the General Secretary-Treasurer, but may also be exercised by the President and the General Executive Board.

Section 9. Redress to Claimants: Every welfare program shall provide redress against the arbitrary or unjust denial of claims, so as to afford the individual member prompt and effective relief where their claim for benefits has been improperly rejected. Every program shall provide for the keeping of complete records of the claims experience, so that a constant check can be maintained on the relationship between claims, premiums and dividends and on the utilization of the various benefits.

Section 10. Persons Barred: No persons who constitute corrupt influence or practices or who represent or support Communist, Fascist, or totalitarian agencies shall hold or retain office or position of any kind in this Local Union, and such office or position shall also be barred to any person who has been convicted of any crime involving moral turpitude offensive to trade union morality, or to any person who is commonly known to be a crook or racketeer preying on the labor movement and its good name for corrupt purposes, whether or not previously convicted for such nefarious activities.

Section 11. Fiduciary Duties: No Officer, Representative or Employee of this Local Union shall have a personal financial interest which conflicts with the full performance of their fiduciary duties as a worker's representative.

Section 12. No Business Interest: No Officer, Representative or Employee of this Union shall own or have a substantial business interest in any business enterprise which is in competition with any other business enterprise with which this Union bargains collectively.

Section 13. Other Conflict of Interests: No Officer, Representative or Employee of this Local Union shall own or have a substantial part of which consists of buying from, selling to or otherwise dealing with the business enterprise with which this Union bargains collectively.

Section 14. Non-Application: The provisions of Sections 12 and 13 above do not apply in the case of an investment in the publicly traded securities of widely-held corporations, which investment does not constitute a substantial enough holding to affect or influence the course of corporate decision.

Section 15. No Kick-Backs: No Officer, Representative or Employee of this Local Union shall accept “kick-backs”, under the table payments, gifts or any personal payments or anything of value of any kind other than regular pay and benefits for work performed as an Employee from an Employer or business enterprise with which this Union bargains collectively.

Section 16. Interpretations: The ethical practice requirements of this Article XI shall be subject to all limitations, extensions and interpretations, which are officially proclaimed by the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union, AFL-CIO.

ARTICLE XII

Charges, Trials and Appeals

Section 1. Fair Trial Guaranteed: Except as elsewhere provided in this Constitution for automatic suspension for non-payment of organizational financial obligations, fixed fines or automatic resignation of publicly joining or assuming office in dual organizations, no member of this Local Union shall be fined, suspended or expelled, and no officer shall be removed from office without proper notice of charges and a fair opportunity to be heard in defense before an impartial tribunal of the organization. At any such hearing both accuser and accused shall have the right to be represented by any spokesman who is currently a member in good standing of this Local Union, and personally or through such spokesman, to cross examine any adverse witness and make a summation in support of their position.

In the event that the accused fails to appear at the hearing at the time and place provided in the notice served upon him or her and presents no reasonable excuse for absence, the hearing shall proceed with the same force and effect as if he or she were present.

Section 2. Impartial Tribunal: The Trial Board shall consist of the Local Union Executive Board. Neither accused nor accuser shall be eligible to sit on such Trial Board. Notes shall be kept of the proceedings before the Trial Board by a designated member thereof, or by some person specifically appointed by the Board for that purpose. The decision of the Trial Board shall be in writing and shall report the following:

- (a) The written charges filed by the complainant.
- (b) Summary of the defense or explanation of the accused.
- (c) The names of the witnesses appearing in support of the accusation and appearing in defense of same.
- (d) A summary of the testimony of each witness in support of and in defense of charges.
- (e) The factual findings of the Trial Board.

(f) The decision of the Trial Board and its judgment for discipline, if the charges are found true in whole or in part, and substantial, or its judgment for dismissal if the charges are found untrue or unsubstantial. If the charges are found true in whole or in part, the penalty may be one or more of the following:

- (1) Censure.
- (2) Fine.
- (3) Suspension of rights in the Union for a period, not in excess of six months.
- (4) Conditional expulsion from the Union, wherein re-entry into the Union may be affected after a stated period of time by reapplication for membership and acceptance of such reapplication by majority vote of a regular meeting of the membership of the Local Union.

Section 3. Offenses: A member may be tried before a tribunal of this Local Union on the following charges:

- (a) Failure or refusal to obey and carry out rules and regulations of this Local or International Union or this Constitution.
- (b) Failure or refusal to obey legitimate instructions of authorized Union officials.
- (c) Acting in a manner detrimental to the interests of the Union.
- (d) Misappropriating or misusing or attempting to misappropriate or misuse Union funds or property.
- (e) While a member of this Union, accepting or maintaining membership in the Communist Party, any Fascist or Nazi organization or any other organization which advocates the overthrow of the government of the United States by force or violence.
- (f) Working as a strike-breaker or violating wage or work standards established by the Union.
- (g) Resorting to the Courts for redress of an alleged wrong done them by the organization or any officer of same before exhausting all rights and remedies afforded by this Constitution.
- (h) Failure to or refusal to pay a fine legitimately imposed or levied.

- (i) Failure to or refusal to comply with any Code of Ethical Practices established under or pursuant to this Constitution.

Section 4. Charges: Charges of misconduct shall be specific and shall inform the accused of the alleged facts constituting the alleged offense, so they may prepare a legitimate defense. Charges against a member shall be filed with the Business Representative-Corresponding Secretary of the Local Union, who shall serve a copy thereof on the accused in ample time for them to prepare their defense before trial, but in no case shall charges be served less than thirty (30) days before the case is heard.

Section 5. Review by Local: The decision of the Trial Board may be appealed by the accused or accuser to the next regular meeting of this Local Union. In the event of a lack of a quorum for the next regular meeting, the findings and decision of the Trial Board shall prevail. If there is a quorum a statement on the floor of the meeting that such a review is desired shall be sufficient. In reviewing the case, the Local Union meeting shall hear the summary of trial proceedings prepared under Section 2 thereof, but the case shall not be retried or the witness again heard. The Local Union meeting shall have the power to accept, reject or modify the findings and decision of the Trial Board, but neither accuser nor accused shall be eligible to vote upon such questions.

Section 6. Decision Final Unless Appealed: The decision of the Trial Board on charges against a member shall be final unless appealed by the accuser or accused to the Local Union at the next regular Union meeting. (In the event of a lack of a quorum for the next regular meeting, the findings and decision of the Trial Board shall prevail.) The decision of the Local Union shall be final.

Section 7. Trials of the Local Union Officers: Local Union Officers may be charged and tried for any offense listed in Section 3 hereof. This section shall apply also to charges against former officers of this Local Union, alleging offenses committed by them while in office. Such charges against a Local Union Officer, or a former Local Union Officer, shall be filed by any member or officer of the organization with the General Secretary-Treasurer of the International Union.

Section 8. Grievance Appeals: A member may appeal the decision to withdraw his or her grievance, in writing to the President of this Local, within fifteen (15) days of being notified, by mail, of the withdrawal, stating the reasons for the appeal. The grievant will be notified by mail of the date and time to appear before the Executive Board for a hearing of the appeal. (Failure to appear will result in loss of opportunity to appeal.) Following the hearing, the grievant will be notified, by mail, of the Executive Board's decision to either uphold or overturn the decision to withdraw the grievance. The decision of the Executive Board is final.

Section 9. Adequacy of Remedies: No member of the Union shall be heard to complain that the remedies afforded under this Constitution are inadequate or that pursuit of such remedies would be futile. By the adoption of this Constitution and the acceptance of membership in this organization, the adequacy of the remedies for redress of internal grievances of any kind or character through the machinery herein established is confirmed.

ARTICLE XIII

Strike Regulations

Section 1. Before a strike shall be called, a Special Meeting of the membership in the particular company involved shall be called for that purpose. The Union shall see to it that all members in good standing are notified twenty-four (24) hours in advance of such a meeting. Should a majority of seventy-five percent (75%) of the membership of the unit involved decide by secret ballot to strike, the Union shall notify the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union and request strike sanction.

Section 2. Before a strike is terminated, a Special Meeting of the particular plant involved shall be called for that purpose and it shall require a majority vote by secret ballot of the membership present.

ARTICLE XIV

Miscellaneous

Section 1. Any member who is ordered to appear before the Executive Board or Trial Committee or a meeting of the Union, and fails to appear unless excused by the Local Union Business Representative-Corresponding Secretary, shall automatically be fined the sum of fifty dollars (\$50.00).

Section 2. Any member violating any of the rules of order of this Union shall be deemed guilty of disorder and will be subject to a fine of twenty-five dollars (\$25.00). No fine imposed can be remitted except upon a two-thirds (2/3) vote of the members present at the meeting when the fine is imposed.

Section 3. Members doing work for the Local Union shall be reimbursed for any lost time at their hourly plant rate, excluding any overtime. Payment shall be made only on the submission of vouchers signed by the person claiming reimbursement. Such voucher shall show name, address, plant, social security number, clock number, the date and the hours on that date for which reimbursement is claimed, a brief explanation of the Union duties performed. The submission of a false voucher shall be subject to all the disciplinary procedures including expulsion.

Section 4. Any member fined or punished by this Local Union shall stand suspended from all rights and privileges until fines are paid or the requirement of the sentence or punishment is complied with.

Section 5. Members who have been granted a leave of absence by their employer shall have the consent of this Union. The member shall notify the Local Union of this leave of absence and length of duration. If leave of absence is granted by contract, the member must return to work as stipulated by contract.

Section 6. This Union will be represented at the New York State AFL-CIO Convention.

Section 7. The fiscal year of this Local Union shall commence on January first (1st) of each year and end the following December thirty-first (31st).

ARTICLE XV

Rules of Order

1. The use of profane and ungentlemanly language during the meeting is prohibited as being against the decorum and dignity of the meeting.
2. No member shall be allowed in the meeting in an intoxicated state.
3. No member shall interrupt a debate, except on a question of personal privilege.
4. No member shall leave the meeting without first obtaining the consent of the President, or Vice President/Financial Secretary Treasurer.
5. Any conversation by whispering or otherwise, which is calculated to or does disturb a member while speaking, or to hinder the transaction of business shall be deemed a violation of order.
6. The Union shall have the power to declare further rules of order which will tend to increase the decorum and dignity of the meetings.
7. The word “shall” used in these By-Laws will be considered and defined as mandatory.

ARTICLE XVI

Rules of Procedure Motions

- 1.** On motion, the regular Order of Business may be suspended by two-thirds (2/3) vote of the members at a meeting to dispose of anything urgent.
- 2.** All motions (if requested by the Chair) or designations must be submitted in writing.
- 3.** A motion to be entertained by the Presiding Officer must be seconded and the mover as well as the seconder must rise and state their names, the Plant/Mill where employed and be recognized by the Chair.
- 4.** Any member having made a motion can withdraw it by consent of his second, but a motion once debated cannot be withdrawn except by a majority vote.
- 5.** A motion to amend shall be in order, but no motion to amend an amendment to an amendment shall be permitted.
- 6.** A motion shall not be subject to debate until it has been stated by the Chair. The mover of a motion has the right to close debate.
- 7.** When a member wishes to speak, he or she shall rise and respectfully address the Chair, and if recognized by the Chair, he or she shall be entitled to proceed.
- 8.** If two or more members rise to speak at the same time, the Chair shall decide which is entitled to the floor.
- 9.** Members, when speaking, shall confine themselves to the question under debate, and avoid all personal, indecorous or sarcastic language.

10. No member shall interrupt another while speaking, except to a point of order, and he or she shall definitely state the point, and the Chair shall decide the same without debate.
11. If a member, while speaking, be called to order, he or she shall take his or her seat until the point of order is decided, and, if decided in order, he or she may proceed.
12. If any member shall feel personally aggrieved by a decision of the Chair, he or she may appeal, to the body about the decision.
13. When an appeal is made from a decision of the Chair, the Business Representative-Corresponding Secretary (in the absence of the Vice-President/Financial Secretary Treasurer) shall then act as Chairman. Said appeal shall then be stated by the Chairman to the meeting in these words: "Shall the decision of the Chair be sustained as the decision of the Union?" The member will have the right to state the grounds of appeal, and the Chair will give reasons for its decision. Thereupon the members will proceed to vote on the appeal without further debate, and it shall require a majority vote to sustain such an appeal.
14. No member shall speak more than once on the same subject until all members desiring the floor have spoken, nor more than twice without unanimous consent, nor more than **five (5) minutes** at any one time without consent of a **two-thirds (2/3) vote** of all members present.
15. The Presiding Officer shall not speak on any subject unless he retires from the Chair, except on points of order, information and explanation.

Privileged Questions

1. When a question is before the meeting, no motion shall be in order, except:

- (1) to adjourn
- (2) to lay on the table
- (3) for the previous question
- (4) to postpone to a given time
- (5) to refer or commit
- (6) to amend.

These motions shall have precedence in the order arranged.
The first three of these motions are not debatable.

2. If a question has been amended, the question on the amendment shall be put as follows:

- (1) amendment to the amendment
- (2) amendment
- (3) original motion.

3. When a question is postponed indefinitely, it shall not come again, except by a **two-thirds (2/3) vote**.

4. When a question has been decided, It can be reconsidered only by a **two-thirds (2/3) vote** of those present.

5. A motion to reconsider must be made and seconded by two members who voted with the majority.

6. A member being ordered to take his or her seat three (3) times by the Chair without heeding shall be barred from participating in any further business at that session.

7. All questions, unless otherwise provided, shall be decided as a majority vote may direct. Before putting a question to vote, the Presiding Officer shall ask: "Are you ready for the question?" Then it shall be open for debate. If no member rises to speak, the Presiding Officer shall then put the question in this form: "All in favor of this motion say 'aye'," and after the affirmative vote is expressed: "Those opposed say 'no.'" After the vote is taken, he or she shall announce the result in this manner, "It seems to be carried (or lost); it is carried (or lost) and so ordered."

8. Before the Presiding Officer declares the vote on a question, any member may ask for a division of the house, then the Chair is duty bound to comply with the request, and a standing vote shall then be taken, and the Vice President/Financial Secretary Treasurer (Trustee[s] in his absence) shall count the same.

9. A motion to adjourn shall always be in order, except:
- (a) a member has the floor
 - (b) when members are voting.

Amendments

These By-Laws or any Article or Section thereof may be amended by **two-thirds (2/3) majority vote** of the members present and voting at a regular meeting. With the exception, however, that any amendment for an increase in monthly dues may be effected by a majority vote of the members present and voting at a regular meeting in accordance with applicable statutory requirements, provided that the amendment has been proposed in writing, signed by two (2) or more members and read aloud at two (2) successive prior regular meetings and duly posted by the proper Union Official on the official bulletin boards for at least seven (7) days prior to the meeting at which the question of adoption is put to a vote. If the proposed amendment would result in an increase in the rate of dues or initiation fees, adoption thereof must be accomplished by a secret ballot vote at such meeting.