



# UNIFOR LOCAL 780GRAPHICAL

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## LOCAL BY-LAWS



## **PREAMBLE**

It is particularly requested that when a member receives a copy of these bylaws, they shall read them attentively, as they will not be allowed to plead ignorance, should they act contrary to them.

The bylaws of this Local contain certain regulations applying only to its Local affairs.

The laws of Unifor governing this Local and its members are contained in the Constitution of the National Union, which will be supplied to members upon application.

Whenever the singular or masculine is used, the same shall be construed as the plural or feminine where the context or parties so require.

## **ARTICLE 1 - NAME, ORGANIZATION AND JURISDICTION**

### **Section 1.1**

- a) The name of this organization shall be Unifor, Local No. 780G Graphical
- b) The Union and the membership are synonymous. The Union is created by, and for the members. This creation grew out of a desire to advance the spirit of kinship and solidarity among all people, and to raise our collective cultural, economic and civic awareness. The Union must therefore be responsive to the welfare, rights, dignity and integrity of the membership, both collectively and individually, and shall be driven by the participation and dedication of the members.

**Section 1.2** This Local has been organized and established and exists by virtue of a charter issued by Unifor (hereinafter called the National Union), and pursuant to the Constitution of said National Union.

**Section 1.3** The objects of Local 780G shall include, without limitation, the following:

- a) To bring within its membership and to unite within its ranks all workers in the graphic arts who are engaged in the trades, occupations and work processes falling within its jurisdiction.
- b) To advance and extend the economic and other welfare interests of its members, including their job security and job opportunities, by the establishment and implementation of laws and policies designed to accomplish such results and by continued improvement in the terms of collective bargaining agreements, and their enforcement, in respect to wages, hours and other terms and conditions of employment.
- c) To establish and regulate sound systems of apprenticeship so that high standards of workmanship may be maintained.
- d) To act as an agency for the distribution of job opportunities and to establish and support programs to provide full employment for its members.
- e) To establish training and education programs for its members in respect to new and advanced techniques and processes so that they may adapt to changing technologies and maintain and improve their job proficiency.
- f) To maintain a registered Union Label to be issued to employers upon conditions established by the National Union in order to distinguish the product of the Labour of its members and the conformance of employers to established standards.
- g) To establish, continue and improve plans, programs and special funds covering and relating to the health, safety and welfare, pension and mortuary needs of its members and in cases of unemployment, whether due to strikes, lockouts or otherwise.
- h) To protect, promote and advance the welfare and interest of its members by such other actions consistent with these bylaws and the Constitution of the National Union, as may be necessary and appropriate.

**Section 1.4** The jurisdiction of the Local shall be as provided in and as determined pursuant to the Constitution of the National Union.

## **ARTICLE 2 - MEMBERSHIP MEETINGS**

**Section 2.1** The Local shall have at least six (6) regular membership meetings (no less than every three (3) months) each calendar year. Meetings shall be scheduled in accordance with these bylaws throughout the jurisdiction of the Local with a minimum of one (1) meeting scheduled in Edmonton, Vancouver and on Vancouver Island. Notice of meetings shall be sent to all stewards for posting at least two (2) weeks prior to the scheduled meeting date.

**Section 2.2** Every member is expected to make every effort to attend regular membership meetings.

**Section 2.3** A quorum for the purpose of transacting any business at any regular or special meeting shall consist of not less than twenty (20) members present in person.

**Section 2.4** Unless otherwise specifically provided in these bylaws or in the Constitution of the National Union, all decisions at any membership meeting shall be by a simple majority.

**Section 2.5** Local assessments and/or money bylaws may be instituted, amended or withdrawn only by notice of motion which may be made by a member at a regular meeting with the signed approval of five (5) members or by the Executive Board provided that no actions may be taken until the next regular membership meeting or a special membership meeting and that the membership have been notified by mail or Shop Stewards ten (10) calendar days prior to said meeting. The notice time may be reduced to forty eight (48) hours by a two-thirds majority decision of the Local Executive Board in cases where immediate action is necessary for strike, lockout or negotiations. It shall require a majority of the members voting at said meeting to carry the motion. National Union assessments and/or charges may be levied in accordance with the Constitution of the National Union.

**Section 2.6** Special membership meetings may be called by:

- a) The President
- b) The Local Executive Board
- c) Written request signed by at least 50 members stating the purpose thereof
- d) By vote of the membership at any prior regular or special meeting.

Special membership meetings require not less than forty-eight (48) hours prior notice by mail or Shop Stewards stating the time, place, date and agenda thereof to every member or to a specific group of members.

Only business stated in the agenda contained in the notice thereof shall be transacted at any such special meeting except where the members present consent by a majority to alter the agenda.

Except as hereinafter provided, every member shall attend every special membership meeting. Each member shall be subject to a fine of not less than \$20.00 for each and every violation of this section.

**Section 2.7** Acceptable excuses for non-attendance at meetings shall include sickness of a member on the day of a meeting, annual vacations being taken at the time a meeting is held, attending a Union approved training course, or working a regular straight time shift, as set out in the Labour Agreement. The Local Executive Board shall review further excuses that encompass extenuating circumstances. All excuses must be submitted in writing, within thirty (30) days of the meeting or immediately following return from vacation, all excuses are to be fully verified before being finally accepted. Working overtime at the time of the meeting will not be considered a legitimate excuse for non-attendance.

**Section 2.8** Vacation periods shall be defined as starting at the end of the last regularly scheduled shift before a vacation period and ending at the start of the first regularly scheduled shift following such vacation.

## **ARTICLE 3 - CONDUCT OF MEETINGS**

### **Section 3.1**

- a) The President, or in their absence, a Vice-President, or their designate, shall be Chairman of all membership meetings.
- b) The business of the meeting shall be discussed during the time period specified. Extension of this time shall be permissible for all or any particular business by motion from the floor only.
- c) The presiding officer shall appoint a member to the position of SERGEANT-AT-ARMS for each meeting. The Sergeant-at-arms shall admit only duly qualified members to the meetings of the Union; introduce all new members and visitors and

enforce all order of the presiding Officer. The Sergeant-at-Arms shall not permit any member to retire from the meeting without sanction of the Presiding Officer.

d) An attendance record shall be kept at the entrance of the meeting place and every member shall be required to sign their name on entering. All signatures must be legible and, for the purpose of credit for attendance in that regard, shall be the responsibility of the member. The signing of this record shall be supervised by the Sergeants-at-Arms. Attendance signature sheets shall be taken from the door fifteen (15) minutes after the meeting starts. Members arriving after sheets have been removed from the door may appeal to the membership to have their names included. The attendance record will be the sole method of proof of attendance at all meetings.

e) Parliamentary procedure shall govern all meetings. Bourinot's Rules of Order shall be used.

f) The agenda for each meeting shall be used and approved at the beginning of the meeting if requested.

g) No member will be allowed to leave the meeting without the chair's permission.

#### **ARTICLE 4 - OFFICERS, EXECUTIVE BOARD MEMBERS, APPOINTED REPRESENTATIVES AND THEIR DUTIES**

**Section 4.1** The President and Executive Vice-President shall be paid officers and shall be employed full time in the discharge of the duties of their office.

The President shall be the chief Executive Officer of the Local and shall be responsible for the following:

a) The President shall preside at all meetings of the Local and Local Executive Board.

b) The President shall enforce the provisions of the Constitution of the National Union, these bylaws and all duly adopted rules, resolutions and regulations of the Local.

c) The President shall be an ex-officio member of all special and standing committees and shall designate the members of such committees that are not otherwise provided for herein. They shall, subject to the approval of the Local

Executive Board and the membership at a regularly scheduled general meeting, appoint eligible members to become delegates of such committees that are not filled by elections. They shall be a Trustee on all Funds and Programs. They shall be a delegate to any central labour or similar councils or bodies. They shall by virtue of their office be an automatic attendee to all National Union conventions and conferences.

d) The President shall direct the activities of the Executive Vice-President, Local Representative(s), the Organizer, negotiating and other trade union activities of the Local. They shall transact such other business as is usual to such office. They shall report to each membership meeting all matters of importance that transpired since the last membership meeting.

e) The President shall countersign all cheques, bank withdrawal slips or other authorization for the withdrawal or transfer of any funds or other property of the Local. They shall have all books and financial records audited by a chartered accountant at the end of each fiscal year and make a report of the audit to the membership at a regular meeting not later than forty-five (45) days after receiving the Auditors Statement.

f) The President shall be responsible for duties outlined in Article 15(c) of the National Constitution that are not outlined here.

**Section 4.2** The EXCECUTIVE VICE-PRESIDENT shall perform all the duties of the President in case of the latter's absence, or when called upon by the President and shall perform such other duties as may be required of them by the President, the Local Executive Board, or the Local. They shall by virtue of their office be an automatic attendee to all National Union conventions and conferences.

**Section 4.3** The VICE-PRESIDENTS shall perform all the duties of the President in case of the latter's absence and absence of the Executive Vice-President, or when called upon by the President and shall perform such other duties as may be required of them by the President, the Local Executive Board, or the Local.

**Section 4.4** The RECORDING SECRETARY shall keep and maintain an accurate record of all proceedings of the Local and shall be the custodian of its seal, records, agreements, and other documents, including all communications and instructions from the National Union. They shall certify to the National Union the name and addresses of all officers and other officials of the Local Union. They



shall together with the Local Treasurer keep a true and accurate roll of membership in the form required by the National Union, and they shall accurately prepare and transmit to the National Union all monthly reports required by the National Union from its Local Unions. They shall perform other duties as may be incident to or be assigned to their office and such other duties as may be required by the President, the Local Executive Board, or the Local.

**Section 4.5** The TREASURER shall receive and promptly deposit all monies due the Local Union in the name of the Local Union or such special funds as may be proper in such Banks as shall be selected by the Local Union President and approved by the Local Union Executive Board. They shall pay all obligations due by the Local Union and shall honour all authorized accounts and orders regularly drawn and countersigned by the President, but no funds shall be disbursed except on their signature and the counter signature of the President or on alternative signatures as may be provided in these Bylaws. They shall perform such other duties as may be incident to or be assigned to their office and such other duties as may be required by the President, the Local Executive Board, or the Local.

#### **Section 4.6**

a) The Local Executive Board shall consist of:

President	Executive Vice-President
Treasurer	Recording Secretary
2 Vice-Presidents	

b) 6-Representatives at large

At least one representative must be from each province (Alberta and British Columbia)

c) In addition to the duties specified in the Constitution of the National Union, the Local Executive Board shall investigate and render decisions respecting all applicants and applications for membership, all disputes among members of the Local or between employees represented by the Local and their employers, all disciplinary action against members and all other matters referred to it by the Local or pursuant to these bylaws. All acts of any officer shall be subject to review by the Local Executive Board.

The Executive Board shall be empowered to act on all matters pertaining to this Union between meetings. They shall examine all applications for membership, permits, contracts, reports, withdrawals and correspondence. At their meeting they shall examine the reports of Shop Stewards, and the financial reports of the Local. They shall hear and decide upon all charges and grievances of members. They shall enforce discipline and penalties in accordance with Union regulations. They shall present cases calling for expulsion to a General Meeting for final action. They shall summon witnesses when necessary.

d) The Local Executive Board shall be responsible to the General Membership. Minutes shall be kept of every meeting and all decisions made and actions taken by the Local Executive Board shall be set forth in such minutes. The minutes of each meeting shall be presented to the membership at the earliest membership meeting following thereafter. On the reading of such minutes, an appeal may be taken from any decision or action of the Local Executive Board contained therein to the members attending such membership meetings.

e) The Local Executive Board shall meet regularly on the second Monday of each month. The President, subject to the approval of the Executive Board, may add additional meetings and/or change the time and/or the date of the regular Executive Board meeting. Special meetings may be called on not less than twenty-four hours written or oral notice, and may be called by the President, the Local Executive Board, or the membership at a Local meeting. A majority of the members of the Local Executive board shall constitute a quorum at all meetings.

f) Whenever in the judgment of the Executive Board, work has been sent from one city or shop to another for the purpose of defeating a strike or promoting a lockout, it shall be their duty to make every legal effort to have such work stopped.

g) Executive Board members shall attend all Local Executive Board, General and Special meetings. Any Executive Board member other than table officers missing three (3) consecutive meetings as outlined above without acceptable excuses for non-attendance as provided for in Section 2.7 of these bylaws will be removed from the Executive Board and the position filled in accordance with section 6.5 (a), (b), (c), and (d) of these bylaws.

**Section 4.7** Any officer or member required to be bonded as a matter of law shall be bonded in an amount which may be required by law or such greater amount as the Local may determine.

**Section 4.8** There shall be a Local Union Representative(s) and a Local Organizer who shall be employed full time in the performance of their duties as outlined hereinafter;

a) They shall be appointed by the Local Executive Board who shall select from eligible members by a two-thirds (2/3) majority of the full board.

b) They shall be under the direct authority of the President of the Local and responsible to the Executive Board.

c) A member to be eligible to apply for appointment as a Local Union Representative or a Local Organizer, must have been a member in good standing of the Local for one (1) year immediately preceding the date of applying; must have been active in the affairs of the Local as an elected officer or Executive Board member, or as a committee member and to have attended general membership meetings regularly. In all other respects the member must meet the eligibility requirements provided by the National Union Constitution. Special category (proprietor) members shall not be eligible for appointment to these positions.

d) The Local Union Representative(s) shall perform such duties as employment, apprentice indenture and training, union education and any other duties assigned by the President.

e) The Local Organizer's duties shall include organizing and any other duties assigned by the President.

## **Section 4.9**

a) A President assuming office for the first time shall receive 108% of the average of the three highest wage rates negotiated within Local agreements.

The Local President's salary shall be maintained at the same percentage above the average of the three highest wage rates negotiated within Local agreements at all times except that further increases in salary may be resolved by making representation to the Local Executive Board, who may recommend such increases, based on experience and merit, to the general membership. On approval of the membership a new percentage above the average of the three highest wage rates negotiated within Local agreements shall be established.

- b) The Vice-Presidents shall be paid annual honorariums in the amount of one hundred dollars (\$100.00) each.
- c) The Treasurer shall be paid an annual honorarium in the amount of one hundred dollars (\$100.00).
- d) The Recording Secretary shall be paid an honorarium in the amount of one hundred dollars (\$100.00) and ten dollars (\$10.00) for every Executive Board meeting, General Meeting or such other Local meetings where minutes are required to be taken.
- e) All Executive Board members (excluding Union Officers) who have attended at least three (3) regular or special Executive Board meetings during a calendar year shall be paid an annual honorarium in the amount to be determined by the Executive Board and approved by the Local's membership at a General Meeting.
- f) A new person starting as Executive Vice-President, Local Union Representative or Organizer shall be started at a salary rate of 83% of the rate calculated using the formula outlined in Section 4.9 a) [for a first time president]. After one year's service this salary will be raised to 87% of the rate calculated using the Section 4.9 a) formula. Further increases in salary may be resolved by making representation to the Local Executive Board, who may recommend such increases, based on experience and merit to the general membership at which time a new percentage calculated using the Section 4.9 a) formula will become effective.
- g) Provisions of the long term disability and supplemental retirement program shall be provided for full time officers and representatives of the Local union.

## **ARTICLE 5 – NOMINATIONS**

The Officers and the Executive Board members of the Local shall be nominated in accordance with the provisions of the National Union Constitution as set forth in the following:

### **Section 5.1 - Nomination of Local Officers and Executive Board Members**

- a) Nominations of Local officers and Executive Board members shall be opened by notice at the beginning of September and closed at the regular meeting in October of 2016 and every three years thereafter.

- b) Nominations may be made either from the floor or by mail directed to the Recording Secretary of the Local, posted at a time sufficiently prior to the meeting so that said nomination may be read by the Secretary at the nominating meeting. Nominations by or for a member not present at the meeting where nominations take place shall not be accepted unless accompanied by a written statement from the nominee signifying said nominee's willingness to run and to serve.
- c) No member shall run for more than one office. In the event that a member shall be nominated for more than one office, they shall select one office for which they wished to run and for which they have been nominated. No member shall be nominated for, be installed in, or remain in any office unless they meet all of the following requirements:

## **Section 5.2**

- a) A member to be eligible for nomination to the positions of President, Executive Vice-President, Vice-President(s), Recording Secretary or Treasurer must have been a member in good standing of the Local for one (1) consecutive year immediately preceding the date of nomination; must have been active in the affairs of the Local as an Executive Board member, Local Union Representative or Local Organizer, or as a committee member or shop steward, and to have attended general membership meetings regularly. In all other respects the member must meet the eligibility requirements provided by the National Union Constitution.
- b) A member to be eligible for nomination for an Executive Board position must have been a member in good standing of the Local for one (1) year immediately preceding the date of nomination and in all other respects the member must meet the eligibility requirements provided by the National Union Constitution.
- c) No Special Category (Proprietor) and no other member acting exclusively in behalf of an employer in an enterprise subject to the jurisdiction of the National Union shall be eligible to run for office.

## **Section 5.3 - Nominations for Unfilled Executive Board Positions**

The nominations for any Executive Board positions left unfilled following the regular elections in November shall be opened at the regular meeting in December and closed at the regular meeting in January.

## **Section 5.4 - Nominations for Referendum Board**

The nominations for the five members of the Referendum Board shall be made at the October General Membership Meeting and shall take place before nominations are made for Local Officers. An officer of the Local, a candidate for office, or a member not eligible to hold office may not be nominated for election to the Referendum Board.

## **Section 5.5 - Convention Delegates**

Nomination for the election of delegates to a regular or special National Convention shall be made at the regular membership meeting next following the receipt of the convention call from the National Union. To be eligible for nomination as a Convention delegate, an individual must have been a member in good standing of the Local for one (1) consecutive year immediately preceding the date of nomination and in all other respects meets the eligibility requirements provided by the National Union Constitution. The President and Executive Vice-President by virtue of office shall be automatic attendees.

**Section 5.6** Members who WORK outside of the lower mainland area shall be notified in time to afford them the opportunity to nominate as a convention delegate any member in good standing who meets the requirements of the National Union Constitution and Local bylaws.

## **ARTICLE 6 - ELECTIONS**

**Section 6.1** The election of the Referendum Board shall be conducted by secret ballot at the October General Membership Meeting prior to nomination for other offices. The members receiving the highest number of votes shall be the successful candidates and shall hold office for three (3) years or until their successors are elected and installed.

**Section 6.2** All other elections for offices or positions referred to in Article 5 shall be conducted by a secret referendum ballot. The Referendum Board shall prepare and/or distribute a ballot to every member through all the Shop Stewards, or other means, who shall in turn be responsible to return them to the Referendum Board on or before the date specified. Within five (5) days after the return date, the Referendum Board shall open and count the ballots, and shall tabulate in writing, signed by the members of the Board, the results of the referendum which written tabulation shall be presented to the next following membership meeting.

**Section 6.3** The election of candidates for offices and positions outlined in Article 5 other than convention delegates and unfilled positions for Executive Board Members shall be held every three years (beginning 2016), and shall be concluded by November 30th of that year. The Officers and committee members elected shall be installed in office at the regular membership meeting in January of the next year following and shall hold office for three years or until their successor is elected and installed whichever is later unless removed from office pursuant to these bylaws.

The election for unfilled Executive Board positions shall be concluded by the end of February and those elected shall be installed by April next following the regular elections in November.

**Section 6.4** Election of delegates to a National Union Convention shall take place immediately following nominations and shall be completed and reported to the membership at a regular meeting next following the date that the Referendum Board completes the counting of the ballots.

Should circumstances not permit the necessary time to carry out the foregoing procedure, the membership at a regular or special meeting may by majority vote alter the procedure to provide for election of the delegates at a regular or special meeting.

### **Section 6.5**

a) If any office excluding the office of Executive Vice-President shall become vacant for any reason the President shall, subject to the approval of the Local Executive Board, appoint an eligible member to hold the office until a successor is elected as provided for herein, except that if the office of President becomes vacant, the Executive Vice-President shall automatically assume the duties of the President until a successor is elected.

b) If such a vacancy occurs in the office of President (at any time during their term of office), or if a vacancy occurs in the office of the Executive Vice-President, Vice-President, Recording Secretary or Treasurer (at any time more than six months prior to the next regular election), a special election shall be held to fill such vacancy in the same manner as heretofore provided for regular elections except that the nominating meeting shall be the first regular or special membership meeting following the occurrence of the vacancy and the new officer shall be

installed as soon as possible after the results have been tabulated. No officer may be nominated to fill such vacancy unless they resign their office, and an election for the office resigned from shall be held at the same special election whether or not the office is one of those specified in this subsection.

c) If such vacancy occurs in any office other than those set forth in subsection (b) of this section, or if such vacancy occurs in any office (except that of President and Executive Vice-President) within six months prior to the next regular election, such vacancy shall be filled by appointment by the President, subject to the approval of the Local Executive Board.

d) At any time an eligible member is appointed to fill a vacancy on the Executive Board the following criteria must be met, in the listed order:

1. Representation on the Executive Board from as wide a cross-section of contract shops as practicable.
2. Representation on the Executive Board to reflect gender and ethnic makeup of the Local.

## **Section 6.6 - Merger Agreement Election Requirements**

Only former members of Local 525G may run for the position of President and one (1) of the Vice-Presidents positions.

Only former members of Local 255G may run for the position of Executive Vice-President and one (1) of the Vice-President positions.

This requirement shall automatically terminate on October 1, 2018.

## **ARTICLE 7 - ELECTIVE COMMITTEES AND DELEGATES**

### **Section 7.1 - Referendum Board**

The Referendum Board shall consist of a Chairman and four additional members. This board shall safeguard the honesty and secrecy of the ballot and shall tabulate the results of every election and referendum. They shall be elected as provided for in Section 6.1 of these bylaws and shall serve for a term of three (3) years or until their successors are elected and installed. It shall require a majority of the Board to act.



## **Section 7.2 - Convention Delegates**

Convention delegates shall be elected as provided for in Articles 5 and 6 of these bylaws.

## **ARTICLE 8 - APPOINTIVE COMMITTEES**

### **Section 8.1 - Finance Committee**

The Finance Committee shall be composed of three members. This committee shall be empowered to examine all records of the financial officers of the Local and they shall report any discrepancy to the Local. The Committee shall make a full report of the financial condition of the Local annually.

### **Section 8.2 - Welfare Trustees**

There shall be sufficient trustees representing the Local on the Board of Trustees of the Unifor Local 780G, Health and Welfare Plan(s). The President shall be a permanent trustee.

### **Section 8.3 - Pension Trustees**

There shall be sufficient trustees representing the Local on the Board of Trustees of the Unifor Local 780G, Pension Plan(s). The President shall be a permanent trustee.

### **Section 8.4 - Education Fund Trustees**

There shall be sufficient trustees representing the Local on the Board of Trustees of the Unifor Local 780G, Educational Training and Retraining Program and Fund to provide equal representation with the employer trustees as provided for in the Trust Document governing the administration of said Program and Fund. The President shall be a permanent trustee.

### **Section 8.5 - Organizing Committee**

The Organizing Committee shall establish and maintain a current roster of names and addresses and other pertinent information regarding all unorganized workers who are engaged in the trades, occupations and work processes falling within its jurisdiction. It shall also establish and maintain a file of all

establishments not under contract to Unifor listing equipment, wage rates and other pertinent information. The committee shall strive ceaselessly to unite within its ranks all workers in the graphic arts and other industries and occupations who are engaged in the trades, occupations and work processes falling within its jurisdiction, and to bring all plants under contract to Local 780G.

### **Section 8.6 - Education Committee**

The Educational Committee shall gather and disseminate in printed form or through classes, seminars, or forums, information pertaining to all of the crafts represented by Unifor, unionism, apprenticeship, education, training and retraining, and to other matters of educational value to the membership.

### **Section 8.7 - Health and Safety Committee**

The Health and Safety Committee shall work out a program to assure healthy and safe working conditions for members, and shall see that such program is enforced.

### **Section 8.8 - Negotiating Committees**

The President shall be the Chairman of the negotiating committees and shall select the direct negotiating committees from those elected to the overall committees.

### **Section 8.9 - Special Committees**

The Local shall have such special committees as may from time to time be created by the President, the Local Executive Board, or the Local.

**Section 8.10** Every committee shall have a chairman and at least two additional members. The Chairman and members of each committee shall be chosen by the President unless the Local Executive Board or the Local shall otherwise direct. All committees shall fully inform the President of all business done on the Union's behalf.

## **ARTICLE 9 - COMMITTEE AND DELEGATE EXPENSES**

**Section 9.1** Members elected or appointed to represent the Local on committees as delegates or in any other capacity approved by the Executive Board shall be reimbursed at their prevailing rate of wages per hour for actual time lost from work while on Union business and the Local shall pay all fringe benefits for said period of time when not otherwise covered.

**Section 9.2** Executive Board members, Committee members, Shop Stewards (when attending shop stewards' meetings), delegates to labour councils or representing the Union at Local conferences shall have their travel expenses paid on a basis determined by the Executive Board.

**Section 9.3** The expenses of the regular monthly dinner meeting of the Executive Board shall be paid by the Local.

**Section 9.4** Committee members and/or others representing the Local required to meet over or beyond regular lunch or dinner periods shall be reimbursed for meals, the limit of which shall be set by the Executive Board.

**Section 9.5** The expenses incurred by Board members while attending a meeting shall be paid on a basis determined by the Executive Board.

**Section 9.6** Officers and Delegate per diem allowance when on Union business away from home shall be the same as allowed by the National Union, or as approved by the Local.

## **ARTICLE 10 - MEMBERSHIP**

### **Section 10.1**

a) Any worker within the jurisdiction of the Local who satisfies the requirements in the Constitution of the National Union is eligible to become a member. Any person who is expelled from the National Union or any Local thereof shall not be eligible for membership unless they first obtain the consent of the expelling body.

b) All applications for membership shall be accompanied by the required deposit.

## **Section 10.2 - Honourary Lifetime Member**

Any Unifor Local 780G member who at the time of retirement is a minimum of 55 years of age, and whose total of age and years of continuous membership is greater than 80 may, upon application to the Local Union, provided they do not work at the trade, be granted an Honourary Life Membership.

## **Section 10.3**

- a) Any applicant for membership may be required to serve a probationary period in order to establish their proper classification.
- b) All applications for membership in any branch of the trade as a journeyperson shall be accompanied by satisfactory written proof of their experience in the branch of the craft for which the application is made.
- c) Any applicant who fails to provide satisfactory proof of journeyperson status will be required to take a test, supervised by a member of Local 780G who is a qualified impartial journeyperson in their branch of the trade. The results of this test, as well as a written statement of proficiency by one of the journeymen who recommended the individual for membership, shall be forwarded to the Executive Board to form part of the evaluation of the person's status.

## **Section 10.4**

- a) Local initiation fees shall be twenty dollars (\$20.00) for all applicants. The National Union initiation fee shall be as stated in the Constitution of the National Union.
- b) The Local Executive Board may increase, reduce, waive or provide for instalment payment of the initiation fee payable by any person to the Local whenever it finds that an individual's circumstances or the growth and welfare of the Local warrant such treatment.

## **Section 10.5 - Oath of membership**

All eligible members, before being admitted to full membership, shall subscribe to the following obligation:

In the presence of the members here assembled, I do solemnly promise upon my word of honour that I will faithfully discharge the duties and obligations pertaining to membership in Unifor Local 780 Graphical, that I will take an affirmative part in the business and activities of the union; that I will accept and discharge my responsibilities as a member, that I will not abuse my membership by any act detrimental or injurious to the union or my brother or sister members; that I will support the officers in the in the performance of their duties, and will observe the constitution, laws and by-laws and bear true allegiance to the union.

### **Section 10.6 - Oath of office**

Installing Officer:

“Do you solemnly affirm to faithfully execute the office to which you have been elected, and will, to the best of your ability preserve, protect and defend the Constitution of Unifor, and upon completion of your term of office, deliver to your successor all union books, papers and property that may be in your possession?”

Response: “I do”

### **Section 10.7**

- a) Working supervisors and foremen and their assistants in any department within the jurisdiction of the union shall be trade qualified and must be members of the Local in good standing as provided in the Constitution of the National Union and Local Bylaws. No member working in the above mentioned capacity shall work overtime unless paid overtime based on their regular rate of pay.
- b) Any member who accepts a non-working supervisory position in any shop shall be ineligible for continued membership in the union. Application for withdrawal from membership under this section shall be deemed to have been made upon completion of a three (3) month period in the above mentioned position.
- c) Any member who resigns their non-working supervisory position shall not be denied timely readmission into membership, except as provided for in the Constitution of the National Union and these Bylaws.
- d) Any member who holds a non-working supervisory position as of March 2006 shall not be affected by 10.6 (b).

## **Section 10.8**

- a) There is a Special Category (Proprietor) membership for owner/operators. Upon request this membership can be granted to an individual by the Local Executive Board when their shop signs a collective agreement.
- b) The Executive Board can rescind a Special Category membership at any time after a full review. This review will allow the Board to interview the member and any other witnesses necessary to clarify details. The member will always be able to state their case before the Executive Board. The review can be initiated either by the Board or upon receipt of information from another member within the Local.
- c) Any member who is currently an owner/operator shall maintain their Special Category status. They will abide by the provisions of Section 10.7 b).
- d) There is a Special Category for unemployed members. They shall have the same rights as employed members however they will not have the right to vote on any matter regarding a specific collective agreement such as a ratification or strike vote. In addition they will be required to pay per capita to the National Union at a rate set by the National Executive Board.

## **ARTICLE 11 - DUES**

### **Section 11.1**

- a) The Local's dues for members working in shops covered by a collective agreement shall be one and thirty-five one-hundredths percent (1.35%) of gross earnings. This amount shall include all regular wages, overtime wages, shift differential and personal premiums.

In addition to the dues percentage, the member will pay a National Union per capita. The per capita will be the percentage that has been specified by the National Union and shall be applied on the same basis as Local dues.

- b) The dues for members not working in a shop covered by a collective agreement shall be a dollar amount that has been approved by the Local membership.
  - (i) The dues for members who are receiving WCB Weekly Indemnity or Long Term Disability benefits shall be a dollar amount that has been approved by the Local membership.

c) In addition to sub-sections a) and b) above, all National and/or Local assessments shall be added to the required dues.

d) To remain in good standing all members are liable for the payment of dues. The minimum dues to be paid by any member will be the greater of sub-sections a) or b), plus sub-section c). It shall be the responsibility of the member for the payment of their proper dues and the member shall be held responsible for any shortage of dues payment.

e) The Local's dues can be adjusted if it is determined by the Executive Board that either the percentage (Section 11.1 a) or the dollar amount (Section 11.1 b) is inappropriate. Any proposed change will be brought before a General Membership Meeting for approval.

f) The Local's dues for any member who is filling a paid position, either elected or appointed, with Unifor or any other Labour organization shall be as specified in 11.1 a) and c).

**Section 11.2** The Local office shall be empowered to grant working permits. All jobs covered by permit holders shall be reported at each Executive Board meeting. Anyone working on permit shall pay dues and all assessments according to their classification and contract division.

**Section 11.3** Dues and assessments must be paid by members when they are on vacation. Paid statutory holidays shall be counted as days worked, as far as dues and assessments are concerned.

## **ARTICLE 12 - ASSESSMENTS AND VALID FINANCIAL OBLIGATIONS**

**Section 12.1** All assessments and valid financial obligations are due and payable on the day of levy unless an assessment or valid financial obligations specifically sets forth a different date of payment. All monies paid to the Local by or for a member, other than by check-off, shall be applied first to the payment of any unpaid assessments, or portion thereof, next to the payment of any unpaid financial obligations or portion thereof, and finally to the payment of dues, such monies to be applied in each instance first to the indebtedness which earliest became due and last to the most recent assessment, financial obligations or dues, as the case may be.

**Section 12.2** National Union assessments and/or charges may be levied, in accordance with the Constitution of the National Union.

## **ARTICLE 13 - LIABILITIES**

**Section 13.1** All dues, assessments and valid financial obligations for which a member is liable are due and payable on the first date of the month for which such charges are levied as set out in these bylaws and the Unifor Constitution except as may be otherwise specified.

**Section 13.2** Any member who fails to pay dues, assessments or valid financial obligations within sixty (60) days following the date on which such charges are due shall automatically be in bad standing.

**Section 13.3** Failure to make payment within a further period of thirty (30) days will result in a fine of twenty dollars (\$20.00) and any other related administrative costs being added to the member's total indebtedness. If this indebtedness is not paid within thirty (30) days, the member will be liable for expulsion, suspension or other disciplinary action.

**Section 13.4** Any member who writes a cheque to the Local that is rejected by the member's financial institution for insufficient funds will have a financial penalty levied against them by the Local. This fine shall be the current dollar amount that has been approved by the Local membership.

**Section 13.5** A person who has been expelled for non-payment of dues, assessments or valid financial obligations may only regain membership by making application for membership on the regular form. Applications from persons who have been expelled from membership will not be considered unless said person has first paid to the Local all monies owing at the time of the expulsion. The amount of the initiation fee for such applicants shall be set by the Local Executive Board.

**Section 13.6** A member who is in bad standing or who has been suspended shall not be entitled to vote in any election or at any meeting, to receive notices of meetings, to be a candidate for or hold any office, to be counted in any quorum or to enjoy any right, privilege or other benefit of membership or to be covered by any plan relating thereto.



## **ARTICLE 14 - SHOP STEWARDS**

Wherever Shop Steward appears Chapel Chairman shall likewise apply.

**Section 14.1** Each shop or department, as circumstances dictate, shall elect a Shop Steward and an assistant by secret ballot in December of each year, and such stewards shall assume office on the January first next following. The shop or department may elect to use a rotation system of selecting Stewards and their assistants. In each case all eligible members shall assume the responsibility for their turn. Chapels using the rotation system may elect to change Stewards each six (6) months in which case they would assume office on January 1st and July 1st of each year.

**Section 14.2** In order to be eligible to serve as a Shop Steward, or an assistant, a member must have been in good standing with the Local for one (1) or more years, and must not hold a foreman, supervisor, or other managerial position in the shop. In the event that no member in the shop qualifies under this provision, application shall be made to the Local Executive Board for approval to waive the qualifications set forth in this provision.

**Section 14.3** The name of the Shop Steward and the assistant elected or assuming office through rotation shall be reported in writing to the Local office not later than December 31st. In the case of shop stewards being rotated in mid year, the name of the member assuming office shall be reported to the Local office not later than June 30th of each year. In the event that elections for shop stewards have not been held or that a member has not accepted their responsibility under the rotation system in force in their shop or department and the report required hereunder has not been made to the Local office, the President with the approval of the Local Executive Board shall at its January and/or July meetings appoint Shop Stewards for such shop or department. In the event of a vacancy for any reason, the President shall fill such vacancy by appointment and the members so selected shall serve for the balance of the term.

**Section 14.4** Shop Stewards shall perform such duties as are required under the Constitution of the National Union, and these bylaws, and such other duties as may from time to time be assigned by the Local Executive Board. They shall report to the President or the Executive Board any violation of the laws of this Union which may come to their notice, to keep the Chapels fully informed on all matters of importance pertaining to this Union, and to bring before the Executive Board any grievances of the Chapels which the Chapel members are unable to settle

themselves. They shall require compliance by the Chapel of their obligation of membership and by the employer with the terms of the collective bargaining agreement and the laws and policies of Unifor and the Local.

They shall also notify the Local office immediately of any vacancy occurring in the Chapels in which they are employed, giving the name of the person having left and their branch. They may demand the working card of any person reporting for work.

When conducting any chapel business with the management, the Shop Steward shall be accompanied at all times by the assistant or a member of the chapel.

### **Section 14.5 - Chapel Duties**

There shall be regular monthly meetings held in all Chapels and records kept of all business conducted at these meetings which shall include a record of all overtime worked.

Should a violation of Union rules occur in a department, it shall be reported to the Shop Steward immediately; who shall deal with the matter promptly and report to the Chapel. Should the Shop Steward and the Chapel be unable to arrive at a settlement of the issue, they shall report it immediately to the President or a Vice-President or a representative of the Local. Failure to comply with this section shall result in notification to the members of the department to appear before the Executive Board.

### **Section 14.6 - Special Chapel Meeting**

At the written request of 30% of the members it shall be the duty of the Shop Steward to call a special meeting of the chapel, but no business except that for which the meeting was called shall be transacted thereat. The Shop Steward shall inform the President of the time, place and purpose of all special Chapel meeting when such meetings are called.

**Section 14.7** The Local shall have regularly scheduled Shop Stewards' meetings, which will be held either quarterly or annually.

**Section 14.8** Each Chapel shall have either the Shop Steward or the assistant present a written report to each regularly scheduled meeting.

## **ARTICLE 15 - COLLECTIVE BARGAINING AND STRIKES**

**Section 15.1** Collective bargaining shall be in accordance with Article 17 of the National Union Constitution.

**Section 15.2** Subject to Article 17 of the National Union Constitution, the Local shall, before becoming engaged in a strike require a majority vote of the members present and voting at a regular or special membership meeting. Prior to any such vote taking place at a regular meeting the membership shall be so notified.

### **Section 15.3 - Strike assistance**

- a) In the event of a duly authorized and sanctioned strike, and in the case of a recognized lockout, the Treasurer, upon approval of the President, shall pay from the Defence Fund, two hundred (\$200.00) dollars on the seventh day and one hundred (\$100.00) dollars every seventh day thereafter for each member entitled.
- b) The amount of strike assistance may be modified by the Local Executive Board.
- c) No member who fails to comply with the reasonable directions of the body in charge of the prosecution of the strike or defence of its lockout shall be eligible for any strike assistance.

## **ARTICLE 16 - APPRENTICES**

**Section 16.1** All eligible apprentice members shall attend the Graphic Arts Training Institute of B.C. classes or other such classes that are recognized by the Local and as required under their apprenticeship, and they must sign the Obligation of Apprenticeship Form. For failure to comply with the above rules unless excused by the Local Executive Board the apprentice shall be subject to a fine or their apprenticeship voided or extended.

**Section 16.2** Should the Executive Board, on the recommendation of the Chapel deem the said apprentice not competent for journeyperson's status a term of six (6) months shall be added to their apprenticeship. It is the duty of journeypersons to see that all apprentices under their control are duly instructed to become competent crafts persons.

**Section 16.3** An apprentice member shall be a regular member of the Local in all respects during the period of apprenticeship, shall be subject to rules and regulations governing apprentices as determined by the Executive Board. These rules and regulations may be subject to change from time to time.

## **ARTICLE 17 - DISCIPLINE**

**Section 17.1** Any member of the Local who is found guilty of violating any provision of the Constitution of the National Union or of these bylaws, or of violating a decision of the National Union or Local Executive Board, or the Local, or of dishonesty, misconduct or conduct detrimental to the welfare of the Local or the National, or of conduct **violative** of the Local's or National's contractual or legal obligations or detrimental to the existence of the National or Local as an institution shall be subject to any one or more of the following: fine, removal from office, disqualification to run for office, suspension or expulsion. Proceedings under this Article shall be conducted pursuant to the Constitution of the National Union.

### **Section 17.2**

a) Any member of this Local Union guilty of reproducing any copyright label without permission from the proper authorities shall be subject to discipline as stated in Section 17.1 above.

b) Any member employed by a Company under contract to the Local, who is operating a Graphic Arts business of their own shall be considered as acting against the best interest of the membership and shall be subject to discipline as stated in Section 17.1 as imposed by the Executive Board.

**Section 17.3** Offences, trials and appeals shall be handled in accordance with the Constitution of the National Union and the bylaws of the Local Union.

## **ARTICLE 18 - REPRESENTATION**

**Section 18.1** The Local shall be the exclusive representative of each member for the purpose of collective bargaining and the negotiation and execution of collective bargaining agreements, and is irrevocably authorized and empowered by each member to handle, settle or dismiss any and all grievances, complaints and disputes arising out of every member's employment.

**Section 18.2** The Local and all members are subject to the terms and provisions of the 2013 Merger Agreement and Constitution of the National Union. The Constitution as presently constituted and as amended from time to time shall be deemed part of these bylaws, subject to the Merger Agreement, as if set out in full herein. In the event of any conflict between the National Constitution and these Bylaws, the Merger Agreement shall be the controlling document. Bourinot's Rules of Order shall be followed in any matter not treated in these bylaws or in the Constitution of the National Union.

## **ARTICLE 19 - LOCAL AFFILIATION**

**Section 19.1** The Local shall be affiliated with such Federal, Provincial and Civic Labour Organizations, and any such organizations that tend to promote and protect the aspirations of labour and unions, as shall be determined by the Executive Board and the General Membership.

**Section 19.2** Delegates to such bodies shall attend all meetings to the best of their ability. They shall, report all important matters to the Local. They shall, within the Local try to promote a sympathetic interest and understanding of the problems of the labour movement in general.

**Section 19.3** Delegates to represent this Local in Local and regional Labour Councils may be appointed.

**Section 19.4** The Local shall co-operate with the labour movement in Union Label promotion.

## **ARTICLE 20 - LOCAL BENEFIT FUND(S)**

### **Section 20.1 - Welfare Fund(s)**

a) The Local shall administer the Welfare Fund(s) as provided for in the Labour Agreement(s) between the Union and the Employers.

b) All members shall participate in the Local Welfare Fund(s) in which they are eligible.

c) Participation in the Welfare Fund(s) may be open to establishments not signatory to a Union shop labour agreement. Terms of participation in such cases shall be determined by the Trustees.

## **Section 20.2 - Pension Fund(s)**

All members shall participate in the Local Pension Fund(s) in which they are eligible.

## **Section 20.3 - Defence Fund**

a) There shall be a Local emergency Defence fund to be used for supplemental strike pay authorized by the membership for any duly authorized or sanctioned strike or recognized lockout and to include such expenses as legal fees, damage suits, advertising, strike or lockout office, and any other expenses directly associated with a strike or lockout.

b) The Local Defence fund may be used for legal fees incurred by the Local in the defence of collective agreements and/or members grievances. Such use must be authorized by the membership.

c) The Local emergency Defence fund shall be maintained by assessments and from investment income derived from the investment of said Defence fund. Whenever the balance of the fund has fallen below the minimum sum of six hundred and fifty thousand dollars (\$650,000.00) an assessment shall be imposed on all working members in an amount determined by the Executive Board of not less than five dollars (\$5.00) per week and shall remain in effect until the balance in the fund has reached eight hundred thousand dollars (\$800,000.00).

## **ARTICLE 21- MEMBERS' OBLIGATIONS**

### **Section 21.1**

a) All members shall report and identify themselves to the Shop Steward or Assistant Shop Steward before starting any new job.

b) Except on severance it shall be an offence against these bylaws to accept pay in lieu of vacations. The penalty for such offence shall be a fine of the amount so accepted.

c) Member Obligation

No member shall engage in overtime during their vacation periods (see Section 2.8) without clearance from the Union President, Vice-Presidents or their appointee. Any member violating this By-Law shall be subject to a penalty to be decided by the Local Union Executive Board.

d) Each member who has earned vacation shall take their vacation prior to the cut off date specified in the collective agreement where the member is employed.

e) Any member of this Local, when unemployed, shall immediately notify the Local office.

f) No member shall apply for or accept a position within the jurisdiction of the Local without first obtaining authorization from the Local office.

g) No member shall solicit work in any way, within the jurisdiction of the Local. Any member who violates this law shall be subject to a fine, the amount to be determined by the Local Executive Board. However, the minimum of such fine shall be twenty-five (\$25.00) dollars.

h) No member shall seek or accept employment, within the jurisdiction of any Local of which they are not a member without first requesting and securing the permission of the President (or other authorized official) of such Local in writing.

i) No member shall engage in overtime in a shop other than the one in which they are regularly employed without clearance from the President, Vice-Presidents or their appointee. Any member violating this rule shall be subject to a penalty to be decided by the Executive Board.

j) Members leaving situations must report same to the Local office and Shop Steward before leaving.

k) During any strike or lockout in effect within the jurisdiction of Local 780G where it is found by the Executive Board that the members from the shop or shops involved are not sufficient numbers to cover the picket lines, then mandatory picket duty shall be imposed on all working members. The strike committee shall assign such members picket duty on a master roster and each member so assigned shall be given seven (7) days prior notice of their picket duty time, place and date

through a bulletin board posting at their place of employment, by the Shop Steward, or by such other means as the Executive Board may determine.

All times assigned to working members shall be outside of their regular hours of work and should a member fail to appear for picket duty as assigned, they shall be subject to a fine in the amount of fifty dollars (\$50.00) for the first such offence and a minimum fine of one hundred dollars (\$100.00) for each subsequent offence.

A member may provide an alternate member to take their place on picket duty but should neither the assigned member nor their alternate appear for duty the assigned member shall be penalized.

Members who are exempt from these provisions shall be special category members, supervisors and members who work outside of the trading area where the strike occurs and those members who are ill or injured. (Members who are on vacation at the time of their assignment will be re-assigned upon their return to work).

l) Any member changing their address or telephone number shall notify the Union office at once.

## **ARTICLE 22 - AMENDMENTS**

### **Section 22.1**

a) These bylaws may be modified, amended, or repealed, or new bylaws may be adopted by a two-thirds (2/3) vote of the members voting at any regular or special meeting, provided that a minimum of ten (10) days written notice has been given to all members advising them of the specific proposed changes to be considered at the meeting.

b) Any modification, amendments, repeal or new bylaws shall be subject to the approval provisions of the Constitution of the National Union and Merger Agreement.



## **ARTICLE 23 - SEPARABILITY**

### **Section 23.1 - Separability**

Each and every clause of these bylaws shall be deemed separable from each and every other clause so that in the event that any clause or clauses shall be finally determined by the competent government authority to be in violation of any law, then and in such event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the bylaws including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

### **Section 23.2 - Effect of Invalidity**

If any clause of these bylaws shall be determined invalid as specified above, then the Executive Board shall have the authority to suspend the operation of such clause during the period of its invalidity. The Executive Board shall substitute in its place, as soon as possible, a clause which will meet the objections to its validity and, to the fullest extent practical, be in accordance with the objectives of the original clause. Said substituted clause shall have full force and effect and shall be deemed a part of these bylaws until appropriate action is taken at the first regular meeting following the Executive Board's action. Notice of the bylaw change and action taken by the Executive Board shall be given to the membership.

NOTES: