

## ARTICLE 1 BYLAWS

1.1 These bylaws shall be considered supplemental and subordinate to the provisions of the ~~General~~International Constitution of the International Union of Painters and Allied Trades (hereinafter called the "International-" or "International Union-") and such provisions shall be deemed as incorporated herein by reference. In the case of conflict between these Bylaws and the provisions of the ~~General~~International Constitution, the latter shall govern.

## ARTICLE 2 NAME

2.1 This organization, a subordinate body of the International Union and a fully affiliated Local Union of District Council 38, shall be known as ~~the~~ Province of British Columbia & Yukon Territory Lathers, ~~Drywall Finishers~~ and Allied Trades, Local #163; a mixed local.

## ARTICLE 3 JURISDICTION (TERRITORIAL)

3.1 The jurisdiction of this Local Union shall be as set forth in its Grant of Charter and as determined by the General Executive Board from time to time under Section ~~7069~~ of the ~~General~~International Constitution, presently comprised of the Province of British Columbia & the Yukon Territory.

## ARTICLE 4 OBJECTS

4.1 The objects of this Local Union shall be as set forth in the Preamble and Section 2 of the ~~General~~International Constitution.

## ARTICLE 5 ELIGIBILITY FOR MEMBERSHIP

5.1 Eligibility for membership in this Local Union shall be as set forth in Sections ~~85-86~~84-85 of the ~~General~~International Constitution and as otherwise set forth in the ~~General~~International Constitution or policies adopted by the General Executive Board.

## ARTICLE 6 OFFICERS

6.1 Eligibility to hold office shall be as set forth in Section ~~181~~210 of the ~~General~~International Constitution.

6.2 Officers of this Local Union and their duties shall be as set forth in Section ~~152~~185 of the ~~General~~International Constitution and are listed below.

- (a) President - ~~The~~the duties of the President shall be as set forth in Sections ~~156-159~~189-192 of the ~~General~~International Constitution.
- (b) Vice President - ~~The~~the duties of the Vice President shall be as set forth in Section ~~161~~194 of the ~~General~~International Constitution.
- (c) Recording Secretary - ~~The~~the duties of the Recording Secretary shall be as set forth in Sections ~~162-164~~195-197 of the ~~General~~International Constitution.
- (d) Financial Secretary - ~~The~~the duties of the Financial Secretary shall be as set forth in sections ~~165-170 and Section 182(d) of the General Constitution. The position of Financial Secretary shall be filled as per Article 5.2 (h) of the District Council 38 Bylaws~~198-202 and Section 211(d) of

the International Constitution.

- (e) Warden - ~~The~~the duties of the Warden shall be as set forth in Section ~~176~~208 of the ~~General~~International Constitution.
- (f) Members at Large (~~23~~) - ~~One~~one of which to be elected from amongst the Allied Trades if nominated.

## ARTICLE 7 EXECUTIVE BOARD

7.1 The Executive Board of Lathers, Drywall Finishers and Allied Trades, Local ~~Union~~ 163 shall be as set forth in Section ~~152185(jc) of the General Constitution~~ of the International ~~Union~~Constitution or as named herein: President, Vice President, Financial Secretary, Recording Secretary, Member at Large, Member at Large Allied Workers, Warden and elected Business Representative of Local 163 to the District Council.

### 7.2 Duties of the Executive Board

- (a) To enforce the laws of the Local Union between meetings.
- (b) To handle all matters referred to at regular or special meetings.
- (c) The Executive Board shall be vested with the authority of recommendations only unless otherwise specifically authorized by the Local Union provided however that during the interim between meetings it shall be authorized to act for the Local Union in cases of emergency subject to review at the next regular meeting.
- (d) The Executive Board shall meet at least once every month but may either on the call of the President (Vice President) or by a majority vote of its members when necessary, meet more often.
- (e) Four members shall constitute a quorum.
- (f) The Executive Board member will forfeit his honorarium, pro-rated for the quarter, for failure to attend, without a valid excuse, either the current month's Executive Board or Regular monthly meeting.
- (g) All members holding positions in any trust, committee or delegate to any body who fail to attend three (3) consecutive meetings at that position held and/or regular meetings, without legitimate reason, agree that the position held shall be declared vacant and nominations and elections shall be held as per the ~~IUPAT~~International Constitution.

## ARTICLE 8 COMPENSATION OF OFFICERS, EXECUTIVE BOARD, BUSINESS REPRESENTATIVES, DELEGATES AND COMMITTEES

8.1 The elected Business Representative(s) salary shall be as set out in the bylaws of District Council 38. Executive Board members (not on full time staff) shall be paid two hundred and fifty dollars (~~\$200~~\$250.00) per quarter to a maximum of ~~eight hundred~~one thousand dollars (~~\$800~~\$1,000.00) per year.

All Officers shall have their basic monthly dues paid by the Union.

8.2 Delegates ~~And~~and Committees

- (a) All delegates other than delegates to a General Convention and those appointed as per District Council 38 Bylaws shall be elected in June unless otherwise governed by provisions of ~~the~~ Local Union 163 Election Bylaws.
- (b) Delegates to the different bodies with which the Local Union is affiliated will have their numbers set as circumstances permit upon a recommendation of the Executive Board and approval of the membership. The same policy shall prevail in respect to delegates to conventions, conferences and seminars.
- (c) Standing Committees as appointed or elected shall be comprised as follows:  
 Negotiating Committee: Each trade or section as herein defined above shall have its own Negotiating Committee or committees as may be required, composed of the Business Manager and Business Representative of District Council 38 and members of the respective groups or sections elected by the respective trade. Their recommendations for change(s) in the different trade collective agreements are to be brought to the affected membership for approval.  
 Lathers Local Union 163 Bargaining Committee: To be composed of the District Council 38 Business Manager, the Local 163 Business Representative of District Council 38, and two Journeymen to be elected.
- (d) The Business Manager of District Council 38 and the **Local** 163 Business Representative of District Council 38 are automatic delegates to all committees.

## ARTICLE 9 BONDS

- 9.1 Officers of Local Union 163 shall be bonded in accordance with Section ~~14759~~ of the ~~General~~**International** Constitution.

## ARTICLE 10 ELECTIONS

- 10.1 Elections shall be held under the procedures and provisions as set forth in Sections ~~180-183~~**209 -212** of the ~~General~~**International** Constitution.
- 10.2 The election of Local Union Officers, Executive Board members, and delegates to District Councils (and Central Bodies, if any) shall be held at the last meeting in June. Nominations for the same shall be held at the last meeting in May, as per Section ~~180~~**209**(a) of the ~~General~~**International** Constitution. Length of term shall be ~~four~~**five** (45) years and coincide with District Council 38 elections.
- 10.3 Delegates to the General Conventions of the International shall be elected as set forth in Section 28 of the ~~General~~**International** Constitution. Delegates to District Council, Central Bodies (if any), shall be nominated and elected in accordance with Sections 180-183 of the ~~General~~**International** Constitution. The qualifications for such positions shall be as set forth in the ~~General~~**International** Constitution.
- 10.4 **The position's of President and Vice President of the Lather's, Drywall Finisher and Allied Trades Local 163, will be held by one (1) Journeyman Lather member and one (1) Journeyman Drywall Finisher member. Meaning that if the President is a Lather, the Vice President position shall be held by a Drywall Finisher member, or vice versa.**

## ARTICLE 11 VACANCIES

- 11.1 Vacancies occurring among the officers **in any local union** shall be filled by nominations at the next

meeting and election at the succeeding meeting, under procedures set forth in Sections ~~180 through 183~~209 through 212 of the ~~General~~International Constitution; except that if at the time the vacancy occurs the period remaining to the end of the ~~current~~unexpired term of the vacant office is twelve (12) months or less the vacancy shall be filled by appointment by the ~~President as per General Constitution, Section 186~~District Council Business Manager/Secretary-Treasurer as per Section 215 of the International Constitution.

## ARTICLE 12 DUES, ADMINISTRATIVE PROCESSING FEES, ASSESSMENTS AND REGULATIONS REGARDING THESE SUBJECTS

- 12.1 Basic Dues: Basic Dues, to be paid by all members shall be ~~\$23.70~~\$32.00 per month. Members under administrative dues contract in the Collective Agreement pay dues at a rate of ~~\$23.70~~\$32.00 per month in addition to the administrative dues plus any increase as per Section 17(a) of the ~~General~~International Constitution, rounded to the nearest dollar. Provision to have the employer deduct ~~basic dues~~Basic Dues for each member in his employ monthly shall be included in all Collective Agreements.
- 12.2 Self-Employed/Contractor Dues: Members who are self-employed shall pay dues at a rate as determined by the District Council from time to time.
- 12.3 Unemployed Dues: Members when unemployed as defined in the Local Union Bylaws shall pay dues in an amount of not less than ~~\$23.70~~\$32.00 per month and any increase as per Section 17(a) of the ~~General~~International Constitution rounded to the nearest dollar.
- 12.4 Distressed Case Dues: Members claiming this status shall report to the Financial Secretary whose recommendations on each member will be brought to the Executive Board of the Local Union for decision and action and will be reviewed annually.
- 12.5 Regular Administrative Dues: In all cases where a member of Local 163 works under the terms of a Collective Agreement signed by or on behalf of District Council 38 a provision calling for administrative dues shall be included. The amount of administrative dues shall be not less than 2% per hour of each member's wage rate calculated at a gross basic rate of pay. Gross basic pay to mean all monies excluding holiday pay and premiums.
- 12.6 Proof of Payment of Dues: Members, while at work are required to be in possession of a working card showing his/her dues paying status as a member.
- 12.7 Administrative Processing Fee: There shall be no initiation fees for membership in this Local Union. New Members/candidates and apprentices shall be charged an Administrative Processing Fee in accordance with the provisions set forth in Sections ~~9392~~ and ~~9493~~ of the ~~General~~International Constitution.
- 12.8 Life Membership & LR Life Member Fees: Members who transfer to life membership on or after January 1, 1995 shall be exempt from payment of all dues and assessments, but shall be required to pay a monthly fee (\$8.00 or \$12.00), of which \$3.00 shall be retained by the Local Union, and the balance (\$5.00 or \$9.00) shall be forwarded to the office of the General Secretary-Treasurer as per Section ~~10098~~ of the ~~General~~International Constitution.
- 12.9 Clearance Cards: Clearance Card Fees and rules shall be as set forth in Section ~~250~~233 of the ~~General~~International Constitution.
- 12.10 Assessments and Funds:
- (a) Assessments can only be levied in accordance with Section ~~135~~169 of the ~~General~~International Constitution.

- (b) International Union Death Benefit Fund: Section ~~308~~288 of the ~~General~~International Constitution, and the rules and regulations of the fund govern The International Union's Death Benefit Fund. Members should refer to the pamphlet "Rules and Regulations covering the Death Benefit Fund and the former Death and Disability Fund."

#### ARTICLE 13 INTERNATIONAL CONSTITUTION AND DISTRICT COUNCIL 38 BYLAWS

13.1 Local Union 163 acknowledges that the International ~~General~~International Constitution and District Council 38 Bylaws supersede any provision of these Bylaws, which are inconsistent with such Constitution and Bylaws.

#### 13.2 Meetings

- (a) Regular Meetings: Regular meetings shall be held on the ~~first~~second Thursday of each month unless such day or date makes meeting inopportune or impractical. In such case the President ~~of~~ Vice President shall declare a substitute date. Meetings may be held in any area of Local 163 area jurisdiction. Meetings will be called to order promptly at 5:30 pm unless otherwise designated. Seven members present constitute a quorum.
- (b) Special Meetings: Special Meetings of this Local Union to include meetings of trade groups or sections or areas may be called by the President under the provisions of Section ~~158~~191 of the ~~General~~International Constitution and may be held in any area of the Local Union 163 area jurisdiction. Special meetings may be held on regular meeting days and dates called ~~regular~~Regular and ~~special~~Special but in such cases all members must be notified or all members involved in the special business of the meeting by the most practical and legal manner. Seven members present constitute a quorum.
- (c) Members Rights at Meetings: Members in attendance at meetings shall have the right to express their views, arguments, or opinions upon any business properly before the meeting subject to these Bylaws and the rules and regulations adopted by the Local Union pertaining to the conduct of meetings. No member in exercising such right shall evade or avoid his/her responsibilities to the organization as an institution or engage in or advocate any conduct that would interfere in the Union's performance of its legal obligations or conduct himself/herself in an inappropriate, unruly or boisterous manner.
- (d) Rules for conduct are further set out in the Ritual and Parliamentary Rules as contained on pages ~~193-200~~185-192 in the ~~General~~International Constitution.
- (e) Recording Devices: No member shall be permitted to use recording devices during any portion of any meeting in the Local Union.

#### ARTICLE 14 APPRENTICES

- 14.1 The employment of apprentices shall be in conformity with the regulations and terms of the appropriate Collective Agreement(s), these Bylaws and the District Council Joint Trade Board rules and regulations.
- 14.2 Failure on the part of any apprentice to comply with the aforesaid regulations such as failure to attend Apprentice School shall be sufficient cause to revoke his/her membership rights - Section 95(~~eb~~) of the ~~General~~International Constitution.

## ARTICLE 15 CONTRACTORS

- 15.1 All Employers working with the tools of any trade coming within the scope of this Local Union shall be members of this Union.
- 15.2 Contractor Members shall be defined and governed by the terms of the ~~General Constitution of the International Union~~ Constitution and the terms of the current Collective Agreement(s).
- 15.3 Members who are about to go contracting shall report to the Business Manager of District Council 38 and give evidence that ~~he or they~~he/they have registered with the Workers' Compensation Board of ~~B.C.~~BC and the Employment Insurance Commission, that they will pay the required wages, bonds, etc. and ~~he or they~~he/they shall maintain that status while being ~~so~~ registered as Contractors. This provision shall also apply to Contractor applications for membership. Members violating this Bylaw shall be liable to an automatic fine of \$500.00.
- 15.4 Any Contractor Member who owes Union members (all members) back wages shall not be permitted to hire Union members until such back wages are paid in full. Contractor Members shall be supplied with Contractor Members work cards.
- 15.5 Contracting While Working: No member shall contract to any work coming under jurisdiction of the work of this Local Union while in the employ of any employer who is party to a Collective (or other) Agreement with Local 163. Subject to a minimum fine of \$500.00.
- 15.6 Contractors are not eligible to hold office or serve as Executive Board Members or act as Business Representatives or delegates or vote on Business Representatives or any question pertaining to wages or working conditions for Journeymen or Apprentices or other members.

## ARTICLE 16 MEMBER RIGHTS, DUTIES AND RESPONSIBILITIES

- 16.1 (a) General Rules: An applicant for membership shall be considered a member when he/she has met all the requirements set forth in Sections ~~85-90~~84-89 inclusive of the ~~General~~International Constitution.
- (b) In recognition of the fact that the District Councils strength in negotiations comes in large measure by its ability to supply highly skilled responsible workers to employers, it shall be the duty of all members to render a full days work in a workman like manor. Any member, who is terminated for cause three times within a twenty-four month period, from a position under a District Council collective bargaining agreement, shall be subject to charges. Unless the ~~trial board~~Trial Board finds exceptional circumstances, the penalty shall be expulsion from membership.
- (c) In cases where the termination resulted strictly from lack of skills, the ~~trial board~~Trial Board may require the member to attend Journeyperson upgrade training classes in lieu of expulsion. For members whose termination was a result of falling ~~into~~ the category of ~~dispensated member~~Dispensated Member as defined by ~~section 102~~Section 100 of the ~~IUPAT~~International Constitution, the ~~trial board~~Trial Board may recommend that Section 102 be implemented in lieu of expulsion.
- 16.2 A member may lose ~~his or her~~his/her good standing in the organization by suspension or expulsion or other disqualification for membership, after appropriate proceedings consistent with the provisions of the ~~General~~International Constitution, or by non-payment of dues as provided in Sections ~~119-120~~116-117 of the ~~General~~International Constitution.

A member who loses ~~his or her~~his/her good standing status because of ~~his or her~~his/her failure to pay

dues or other obligations as required by the ~~General~~International Constitution and these Bylaws, but who has not been expelled from membership, may reinstate ~~his or her~~his/her good standing for the purpose of attending Local Union meetings and voting at elections, by paying all delinquent dues and other financial obligations prior to such meeting and election as provided in Section ~~121~~118 of the ~~General~~International Constitution. Expelled members may be reinstated only in accordance with Section ~~295~~276 of the ~~General~~International Constitution.

- 16.3 Resignation from membership is governed by Section ~~123~~120 of the ~~General~~International Constitution.
- 16.4 Every member by virtue of his/her membership in this Local Union is obligated to adhere to and follow the terms of the Local Union Bylaws, the District Council Bylaws, and the ~~General~~International Constitution with respect to his/her rights, duties, privileges and immunities conferred by them and by stature. Each member shall faithfully carry out such duties and obligations and shall not interfere with the rights of fellow members, nor interfere with the elected or appointed Officers or Organizers of this organization in their performance of their duties.
- 16.5 Every member by virtue of his/her membership in the Local Union authorizes the District Council to act as his/her bargaining representative with full power to execute agreements with his/her employer governing terms and conditions of employment and to act for him/her and have authority in presenting, processing and adjusting any grievance, difficulty or dispute arising under collective bargaining agreement or out of his/her employment with such employer in such manner as it deems within its discretion to, in best interest of the District Council. The District Council and its Officers, Business Representative and Agents may decline to process any such grievance, complaint, difficulty or dispute if in their sole discretion and judgment, such grievance, complaint or dispute lacks merit.
- 16.6 No member shall interfere with the elected officer or representatives of the International Union, its subordinate bodies, District Council or this Local Union in the performance of their duties. Members shall when requested, render such assistance and support in the performance of such duties as may be ~~required~~required by them. ~~Provided, provided~~ that this does not interfere with their individual rights as members. Each member shall adhere to the terms and conditions of pertinent collective bargaining agreements and shall refrain from any conduct that would interfere with the International Union, District Council or Local Union's performance of its legal or contractual obligations.
- 16.7 Every member shall be required to assist the International Union, its subordinate bodies, the District Council and the Local Union, as well as their officers and representatives, by engaging in picketing, hand billing, salting and other organizing activities, and attending education and training and seminars, as directed and assigned by the International Union, the District Council's Executive Board, Business Manager or Business Representatives or Local Union officers. No charges shall be filed or processed against any member for ~~his or her~~his/her decision to accept employment with an approved, targeted non-signatory employer for the purpose of organizing.
- 16.8 Each member shall adhere to the terms and conditions of pertinent Collective ~~Agreement~~Agreements and shall refrain from any conduct that would interfere with the performance by the District Council of its legal or contractual obligations.
- 16.9 In the event of strike or lockout all members affected will comply with the provisions of the strike or lockout assessment and other ~~rules~~applicable rules.
- 16.10 Unfair Jobs and Shops: Any member of Local Union 163 who works in a shop or a job designated Unfair or that we "do not recognize-" or is so considered by the Local Union, Building Trades, Federation of Labour or fails to honour a picket line approved by District Council 38 is subject to a minimum fine of \$300.00 upon being found guilty.
- 16.11 Violation of Agreements: No member or group of members of ~~the~~Local 163 shall have an agreement.



whether verbally or in writing with any Contractor (or other employer) ~~in which~~ the content or intent ~~of which~~ violates any part of the Local Bylaws or the Working Agreements of the Local Union. Any member found guilty of violating this provision shall be subject to a minimum fine of \$500.00.

16.12 Cleanliness and Neatness: Members shall remain reasonably clean and neat on jobs; ~~and will possess;~~ ~~(on the job;)~~ the necessary hand tools for their work.

#### 16.13 Registering Unemployed Members - Referral System Procedures

- (a) Where a member has been put out of work due to a Labour Dispute, and the dispute is settled, the member originally put out of work or off a job by such dispute shall have prior right to return to that job.
- (b) The Local Union shall maintain a referral system and shall ~~Maintain~~ maintain an accurate membership Out-Of-Work ~~List~~ list.
- (c) Members in good standing with the Local Union may seek their own job and Employers may have referred to them any applicant, who is registered on the Local's Out-Of-Work ~~List~~ list. It shall be the sole responsibility of each member, who is unemployed and wishes to make ~~them~~ ~~self~~ ~~themselves~~ available for work, to notify the District Council of such, and place their name on the Local's Out-Of-Work ~~List~~ list. The ~~Local's~~ Out-Of-Work ~~List~~ list shall include the member's name, classification, current telephone number and the date the member placed ~~his or her~~ ~~his/her~~ name on the ~~List~~ list.
- (d) Members who wish to be referred to work from the Local's Out-Of-Work ~~List~~ list will be required to notify the District Council Office no less often than every two weeks that they are unemployed, or their names may be removed from the Local's Out-Of-Work ~~List~~ list.
- (e) Members will notify the District Council office before starting work if they obtain employment by means other than the Local's referral system. Penalty for violation is an automatic fine of fifty dollars (\$50.00).
- (f) Members will keep the District Council fully informed about any changes in ~~their~~ address or ~~their~~ telephone ~~numbers. The Dispatcher may need to call but~~ number(s). ~~When calling members to fill jobs, the Dispatcher is only required to call~~ twice between the hours of 8:00 am and 4:30 pm ~~(when calling members to fill jobs)~~ before declaring the member's listing dead.

16.14 Submitting Pay Statements: All members, when requested, shall submit to authorized persons, to include Business Representative(s), Shop Stewards, and Job Stewards, pay statements, cheques, pay envelopes, time sheets, and T4 slips for the purpose of checking on violations of Collective Agreements. Refusal to comply with the request shall subject the member to a minimum fine of one hundred dollars (\$100.00).

16.15 Members must work for Union Contractors as long as Union Contractors have work available for them.

- (a) Members working for a non-union employer under this provision must report to the District Council Office immediately for permission. Failure to do so shall incur an immediate fine of two hundred dollars (\$200.00).
- (b) Any member taking a dispatch slip or dispatch and not appearing for work at the time and place designated by the dispatch shall be subject to a fine, unless he notifies the District Council with reasonable excuse, of his inability to work. The notification must be made in time for the Dispatcher (District Council) to dispatch another member or man to the job or shop.

16.16 Reporting Irregularities of ~~Wage~~ Wages or Other Payments

- (a) Any or all irregularities of payment of wages or other conditions must be reported to the



District Council within one week's time after the regular pay period. Failure to do so shall subject the member to a minimum penalty of fifty dollars (\$50.00).

- (b) Failure to report a ~~Non-Union~~non-union person, suspended member or any expelled member on a job or in a shop immediately of going on a job or into a shop shall subject member to an automatic fine of two hundred and fifty dollars (\$250.00).

16.17 A member who is a Foreman or Charge Hand shall see that the Collective Agreement is adhered to and that job conditions are safe and shall request of the Contractor/Employer that the necessary changes be made to ensure the same, i.e. First Aid kit, pure drinking water, toilet facilities, etc. Failure to comply shall subject the member to a minimum fine of two hundred and fifty dollars (\$250.00).

In the case of the Employer failing to comply, a member or members shall notify the District Council.

16.18 Two Jobs: Members of Local 163 while in the employ of one contractor (or Employer) shall not be allowed to work for any other contractor, owner, with the exception of such:

- (a) Where the type of work is such special nature that the Union cannot supply workers with the necessary qualifications; in such case, only one shift shall be worked within 24 hours at the regular rates for such shift.
- (b) Any member intending to work in compliance with the above exception must first notify the Business Representative before permission may be granted.

16.19 It shall be the duty of all members on the job or shop to cooperate with the Stewards in the performance of his/her duties and to assure that he performs them faithfully and to report any neglect on his part to the District Council.

16.20 Members shall not return any part of his or any other members' wage to ~~his or their~~his/their employer.

16.21 All members shall make every effort to ~~attend~~regularly ~~at the meeting of~~attend the Local Union meetings.

When elected to central bodies, members should attend ALL meetings of these bodies. If any member fails to attend three (3) meetings in a row without reasonable excuse, his/her position as a delegate shall be declared vacant and nominations and elections to fill the vacancy shall take place at the next two (2) succeeding Special Meetings.

These provisions shall also apply to all Committees and the Local Union Executive Board,~~Local Union 163~~.

16.22 Members shall at all times, when working under the different Scopes of Work coming under the jurisdiction of this or other District Councils of the International comply with the terms and conditions of the different Collective Agreements coming under the different Scopes of Work.

16.23 Any member who submits an ~~N.S.F.~~NSF cheque shall pay a service fee of twenty-five dollars (\$25.00) to the District Council.

## ARTICLE 17 CHARGES, TRIALS & APPEALS

17.1 The Executive Board of the District Council shall conduct all ~~Trial~~trials of members of the International Union in this District Council, who are formally charged with violations of the ~~Constitution of the~~ International ~~Union~~Constitution, violations of the Working Rules, current Collective Bargaining agreements or Bylaws of the District Council.

17.2 The Executive Board shall be governed in both ~~Trial~~trials and ~~Appeals~~appeals by the procedure

outlined in Sections ~~275-302 of the General Constitution~~257-282 of the International ~~Union~~Constitution.

- 17.3 In the application of all rules and procedures relating to District Council discipline the essential requirements of due process of law - notice, hearing and judgement based upon the evidence - shall be observed without, however, requiring technical formality followed in courts of law.
- 17.4 The requirements of the ~~General~~International Constitution and of fairness and due process will be attained by substantial adherence to the following:
- (a) Charges must be filed within a reasonable time as specified in Section ~~285~~267(a) of the ~~General~~International Constitution.
  - (b) Copies of all charges together with the notice of hearing shall be submitted in writing by Registered or Certified ~~Mail~~mail to the last know address of the person charged at least fourteen (14) days prior to any trial or hearing.
  - (c) Details of the conduct or activity charged shall be described in the charges, giving dates, places and persons involved where possible.
  - (d) The Trial Board shall not include among its members any person who is in the role of an accuser.
  - (e) Verbatim minutes, stenographic transcripts, or accurate summaries of the evidence shall be kept.
  - (f) The accused shall have the right to confront and cross-examine witnesses giving testimony against ~~him or her~~him/her.
  - (g) The Trial Board shall give to the accused full opportunity to make ~~his or her~~his/her defence and to produce testimony or documentary evidence for that purpose.
  - (h) The decision of a Trial Board shall recite the facts that it finds to be true and shall also set forth the basis for the decision reached.
  - (i) All documents in the proceedings, as well as summaries of evidence or stenographic minutes, shall be preserved and kept available for use in further proceedings in the District Council.
  - (j) Every accusation must be supported by proof, even though the accused does not appear.
- 17.5 Any officer or member who commits any offense enumerated in the ~~General~~International Constitution shall be given an impartial trial, and if found guilty, shall be subject to penalties as set forth in the ~~General~~International Constitution.
- 17.6 All ~~Appeals~~appeals from the District Council Executive Board, acting as Trial Board, must be made directly to the General Executive Board of the International Union.

#### ARTICLE 18 EXHAUSTION OF REMEDIES

- 18.1 No Local Union or other subordinate body, or any member or officer thereof shall resort to any court or agency outside this International until all forms of relief and avenues of appeal, as provided by the ~~General~~International Constitution, have been exhausted, unless otherwise provided by statutory ~~Law~~law.

#### ARTICLE 19 ADMINISTRATION OF FUNDS

- 19.1 All monthly Local Union dues, administrative dues, administration processing fees, agency fees etc. shall be paid to and collected by District Council 38.

19.2 District Council 38 shall perform all of the administrative functions of Local 163, with the exception of the Local activity report to the General Secretary-Treasurer. Also, District Council 38 is responsible for the wages and benefits of the elected/appointed Business Representatives, support staff, plus expenses for rent, affiliation fees, and all related expenses for negotiations, legal and general office expenses.

## ARTICLE 20 PROPERTY

20.1 No property of the Local Union, and no property in the possession, custody or control of this Local Union or any of its officers or employees, and no property held in trust, expressed or implied, which was created or established by this Local Union and whose primary purpose is to provide benefit for the members of the Local Union or their ~~Beneficiaries~~beneficiaries, shall be given, contributed or donated, either directly or indirectly, to aid or assist, or be expended on behalf of, any seceding, dual or antagonistic ~~labour~~Labour Organization, nor to any Local Union or District Council that is in violation of the International ~~Union-General~~Constitution.

## ARTICLE 21 AGENCY

21.1 Neither this Local Union, nor any of its officers or employees, has any power to make any representation, contract, or agreement, nor to incur any liability, which shall be binding upon the International Union without the express written consent of the General President or his designee. Neither this Local Union, nor any of its officers or employees has been authorized or empowered to act as agent of the International Union and shall not be deemed an agent of the International Union unless expressly authorized in writing by the General President or his designee to act in that capacity.

## ARTICLE 22 AMENDMENTS

22.1 There shall be a standing Bylaws Committee whose duties and functions shall be as set forth in Section ~~135~~169(b) of the ~~General~~International Constitution. Any amendment to these Bylaws shall be done in accordance with the procedure set forth in Section ~~135~~169 of the ~~General~~International Constitution.

## ARTICLE 23 INTERNATIONAL UNION CONSTITUTION

23.1 The Local Union acknowledges that the ~~General Constitution of the~~International ~~Union~~Constitution supercede any provisions of these Bylaws, which are inconsistent with such Constitution. Local Union 163 further acknowledges that the Bylaws of District Council 38 shall govern and supersedes these Bylaws to the extent that any provisions set forth herein are inconsistent with such Bylaws.

## ARTICLE 24 SAVING CLAUSE

24.1 The provisions of these ~~bylaws~~Bylaws relating to the payment of dues, assessments, fines or penalties, shall not be construed as incorporating into any union-security contract those requirements for good standing membership, which may be in violation of applicable law, nor shall they be construed as requiring any employer to violate any applicable law. However, all financial obligations imposed by or under the ~~General~~International Constitution and these Local Union Bylaws (and in conformity therewith) shall be legal obligations of the members upon whom imposed, and enforceable in a court of law.

24.2 If any provision of these ~~bylaws~~Bylaws shall be declared invalid or inoperative, by a competent authority of the judicial or administrative branch of the Federal or Provincial government, the Local Union Executive Board, subject to approval of the Local Union, shall have the authority to suspend the operation of such provisions during the period of its invalidity and which will be in accord with the intent and purpose if the invalid provision. If any article or section of these Bylaws should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of these Bylaws of the application of such article or section to persons or circumstances other than those as to which it has been held invalid, shall not be affected thereby.

#### ARTICLE 25 GENDER CLAUSE

25.1 Whenever the masculine gender is used in these Bylaws, it shall be deemed to apply in the same manner to the feminine gender and ~~vice-versa~~vice versa.

#### ARTICLE 26 DISTRIBUTION OF BYLAWS

26.1 Each and every member and every newly enrolled member shall be given a copy of these Bylaws, the District Council Bylaws and a copy of the ~~I.U.P.A.T. General~~International Constitution.