

**BYLAWS
AND
WORKING RULES**

INTERNATIONAL ASSOCIATION
OF SHEET METAL, AIR, RAIL AND TRANSPORTATION
(SMART)

LOCAL NO. 276

REVISED

September 2019

**BYLAWS
(inclusive of work rules)**

**INTERNATIONAL ASSOCIATION
OF SHEET METAL, AIR, RAIL AND TRANSPORTATION
(SMART)**

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PREAMBLE

We, the members of Local 276, realizing the necessity of improving our trades and industries, protecting the jurisdiction granted in our Constitution and furthering the welfare and interests of ourselves and our families, hereby mutually pledge ourselves to support the principles, rules and bylaws hereinafter set forth, to the end that each of us may benefit through our joint efforts.

DEFINITIONS

Gender recognition – whenever in the bylaws a masculine noun or pronoun is used (“Journeyman”, “Journeymen”, “Material Man”, etc.) it shall be considered to be representative of the feminine case as well.

**ARTICLE I
NAME OF UNION**

This Union shall be known as Local Union No. 276 International Association of Sheet Metal, Air, Rail and Transportation (SMART)

**ARTICLE II
LOCATION OF OFFICE AND TERRITORIAL JURISDICTION**

- a) The head office of local Union No. 276 shall be located in Victoria, British Columbia.
- b) The territorial jurisdiction granted to Local Union No. 276 shall be defined as Vancouver Island and the Gulf Islands.

ARTICLE III

The trades jurisdiction of Local Union No. 276 is set forth in Section 5(a) to 5(II) of Article 1 of the SMART Constitution and Ritual.

**ARTICLE IV
MEETINGS**

a) The Regular General Meetings of Local Union No. 276 shall be held on the first Thursday of each month, unless cancelled by decision of the previous Regular Meeting. Up-island information meeting to be held at least once a year at the discretion of the Business Manager

The time at which Regular Meetings are to be called to order will be set at the first meeting in January of each year. It is emphasized that regardless of the meaning and intent of Section (e) of this article, that all members of Local Union No. 276 in accordance with SMART Constitution and Ritual, have the right to attend Regular General Membership Meetings.

b) A quorum shall consist of five (5) good standing members.

c) Special Meetings shall be called by the Local Union President upon the request of two-thirds (2/3) of the members of the Local Union Executive Board, or upon request of at least ten (10) members in good standing or twenty percent (20%) of the members in good standing, whichever is the greater.

d) No notice of Regular Meetings shall be sent to members unless by decision of the Local or its Executive Board.

e) Effort shall be made to have periodic meetings of special sections of the Union as defined in Article V. This same effort shall be made for sub-units located in the various areas of the territorial jurisdiction.

ARTICLE V GENERAL STRUCTURE OF THE UNION

Local Union No. 276 shall be comprised of, but not limited to;

a) Journeyperson Sheet Metal Workers/ Architectural Sheet Metal Workers, Apprentices, Sheet Metal Welders, Roofers, Roofer Apprentices, Balancing Technicians, Apprentice Balancing Technicians and Material Handlers shall comprise that section known as the Local Union No. 276 Craft Section.

b) Metal, Plastic and Miscellaneous Production, Manufacturing, Fabricating and Servicing Workers, and other Allied Workers shall comprise that section known as Local Union No. 276, Production Section.

ARTICLE VI GOVERNMENT

a) The highest level of government of this Local Union shall be the General Membership Meeting. The Local Union, its officers, representatives, and members shall, however, at all times recognize, observe and be bound by the provisions and requirements of the

International Constitution, by any amendments thereto, and by all decisions, orders and interpretations properly rendered and the policies established by the General Officers of the International Association.

b) The Executive Board shall be comprised of the President, Vice-President, Recording Secretary and four (4) members at large.

c) Executive Board members shall be expected to attend all Executive Board and all Regular meetings in their area. If any Local Union Officer, or Business Manager shall fail to attend three (3) consecutive local union meetings without reasonable excuse, his office shall become vacant automatically and should any member of the Executive Board fail to attend three (3) consecutive meetings of the Executive Board without reasonable excuse, his office shall become vacant automatically.

d) Other Officers of the Local meetings shall be the Conductor and the Warden.

e) Nominations, Elections and the terms of office shall be in accordance with Article 12 of the SMART Constitution and Ritual.

f) The Executive Board shall be empowered to conduct the affairs of the Local Union subject to the decisions of the General Meeting.

ARTICLE VII APPLICATION FOR MEMBERSHIP

All Journeymen Sheet Metal Workers and Roofers making application for membership in Local Union No. 276, must possess the British Columbia Provincial Tradesmen's Qualification Certificate, or the Inter-Provincial Standards Certificate in their respective trade.

ARTICLE VIII INITIATION FEES, REINSTATEMENT FEES AND MONTHLY DUES

a) The Initiation fee for Local Union No. 276 Craft and Production Section will be set to \$0. Reinstatement fees after a member goes suspended shall start at \$100 and will be incrementally increased \$100 each time they reinstate to the maximum amount of \$500.

b) The Union office, depending on circumstances, supply of men, ability to pay, etc., shall determine in what manner the reinstatement fee shall be paid, provided however that in no case will the payment period) exceed 3 months.

c) Journeymen Dues - Journeymen Sheet Metal Workers and Roofers monthly dues shall be set at three (3) times their respective wage packages, plus International Per Capita Tax, to the closest \$0.25, all in accordance with SMART Constitution and Ritual, Article Ten, Section 2.

d) Apprentice Dues - Apprentice dues will be on a schedule consistent with the Apprentices contractual incremental wage increases.

e) Dues increases resulting from International Per Capita Increases shall be as per Article 10, Section 2 of the Constitution.

f) Any member of SMART, depositing a Transfer Card with Local 276, or persons depositing a Withdrawal Card, must after depositing their card, be placed at the bottom of the unemployed record, with no right of first job solicitation for a period of six (6) months. They would have to be dispatched to their first job by the Local 276 office.

g) Any suspended members reinstated into Local 276 shall be placed at the bottom of the unemployed record with no right of first job solicitation for a period of six (6) months. They would have to be dispatched to their first job by the Local 276 office.

ARTICLE IX PAYMENT OF DUES

a) Dues shall be paid in advance. Any member more than two (2) months in arrears shall, in accordance with SMART Constitution and Ritual, stand as suspended. Payment of dues and keeping up to date is solely the responsibility of the member. No notice need be given. The provisions of dues check-off is a convenience only.

CHECK YOUR RECEIPTS !!!

ARTICLE X DUTIES OF MEMBERS

a) The duties of all members shall be to abide by the SMART, Constitution and Ritual and the Bylaws of Local 276 as may now be in effect, or which may be hereafter adopted; to respect and work according to their collective agreement; to attend and take part in Union Meetings and activities for the good of the entire body and to behave in a fraternal fashion with the other Union members. Each member shall take particular note of the Ethics and Working Rules which are an integral part of these bylaws.

ARTICLE XI APPRENTICES

a) All Apprentices shall be under the general supervision and direction of the Joint Apprenticeship Committee and the J.A.C. Coordinator.

b) All Apprentices shall be required to make application to join the Union at the time of commencing employment.

c) All Apprentices shall be under the direction of Journeymen of their trade.

d) Failure to make regular monthly dues or initiation payments may result in cancellation of the Apprentices Apprenticeship Agreement, Union Membership as well as incidental Union benefits such as the Local 276 Health & Welfare coverage.

ARTICLE XII OFFICERS

a) The Officers of Local 276 shall perform such duties as are stated in Article 13 of the SMART, Constitution and Ritual. They shall further abide by such Local Bylaws as may be now effective, or which may hereafter be adopted by the membership of Local 276.

b) It shall be the duty of the Business Manager/Financial Secretary-Treasurer to be present at all meetings of the Union, where possible, and to conduct the day-to-day affairs of the Union and to make regular reports to the General meetings on all transactions, dealings, negotiations, etc. of importance since the last meeting.

c) The elected Business Manager/Financial Secretary-Treasurer shall exercise over all control of the day-to-day administration of the Union's affairs.

d) The Business Manager of Local 276, upon the approval of the Executive Board, may decide to restrict overtime, or remove any members from any shop or job for not complying with Local 276 Bylaws and Regulations, even when not in violation of any agreement, or when he decides the best interests of the Local Union require such removal. Each member informed of this decision of the Business Manager shall abide by that decision or be subject to disciplinary action as is provided for in the SMART Constitution and Ritual, Article 17. Any such removed member or members shall be entitled to a review of this removal before the Executive Board of Local 276.

e) The Business Manager's (salary) shall be calculated as ten (10) hours per day times five (5) days per week times fifty-two (52) weeks per year. The rate of pay shall be the straight time "A" Foreman rate of pay. Time worked in excess of the stipulated salary is not to be accumulated and added to annual holidays, nor to be paid as Overtime.

- ii) The above formula is based upon the Sheet Metal "A" Foreman hourly wage as defined in the Local 276 Standard Sheet Metal and Roofing Working Agreement and is inclusive of all Statutory and Annual Vacation pay rates
- iii) The Business Manager/Financial Secretary-Treasurer shall, in addition to his regular salary, receive all benefits applicable to the Standard Sheet Metal and Roofing Working Agreement. (ie. Pension, and Health & Welfare etc.)
- iv) The Business Manager/Financial Secretary-Treasurer shall, in addition to his regular salary, receive a daily living allowance in the form of a per-diem.

The amount of the per-diem shall be set by the Executive board and reviewed on an annual basis.

f) The salaries of Business Representatives, or Local Union Organizers shall be decided by the Executive Board, should it become necessary to increase full time or part time staff.

g) The credit cards issued to the Business Manager/Financial Secretary-Treasurer of Local Union No. 276 shall be used strictly for Union business.

h) The Business Manager/Financial Secretary-Treasurer shall be required to bring all expenditures greater than \$1500.00 to the Executive Board for approval, prior to the expenses being incurred by the Local Union.

ARTICLE XIII LOCAL UNION FUNDS

a) The receiving, saving, administration and disbursement of the Local Union funds shall be considered a high trust of the Officers of Local Union 276 and shall be governed by Article 10, Section 13 of the Constitution and Ritual.

ARTICLE XIV JOURNEYMEN'S TOOLS

a) All journeymen sheet metal workers and journeymen roofers shall possess in good condition, such tools as may be determined from time to time by decision of the Union or Collective Agreements.

ARTICLE XV SHOP STEWARDS

a) All shops, plants and jobs shall have a shop or job steward, who shall be appointed by the Business Manager. In the absence of the Business Manager, the various crews shall informally elect the steward, pro tem.

b) The duties of the Stewards shall be to represent their fellow workers in relation to the employer. To report on job conditions and violation of rules and Collective Agreements, to care for injured workmen, to check composition of crews, to act as safety and/or camp committee men where required, to act in the preliminary stages of grievances, to check and control the use of the Union Label and to pay particular attention to the protection of the trades jurisdiction.

c) Any and all members shall be prepared to perform the duties of Steward to the best of their ability when requested by their fellow workers or the Business Manager.

d) Should and Steward be discharged or discriminated against for defending the Agreements and/or the Constitution and Bylaws of the Union, he shall be supported by his fellow workers and crew members. The Manager shall be called in to assist in rectifying the situation.

ARTICLE XVI ETHICS

a) Member shall conduct themselves without prejudice to the race, colour, creed or gender of their fellow member

b) No members shall display inappropriate behaviour towards another member, group of members, employer or customer representatives.

c) No member shall take part in, or conduct unethical conduct or work practices that reflect discredit on the trade.

d) Members shall resist pressure to hurt the customer by Shoddy Work Practice such as "under gauging", use of shoddy materials etc.

e) Members shall adhere to our core principle of productivity, efficiency and minimized idle time giving eight hours work for eight hours pay and adhere to established contractual breaks, lunch periods, starting and quitting times, ensuring they arrive at work on time and ready for work.

f) Members shall not leave the job site without prior approval and in the event of absences contact their supervisor in advance of their established starting time to confirm such absence.

g) Personal cell phone usage shall be limited to appropriate break or lunch times or emergency use as define by the Business Manager.

h) Members shall strive to eliminate work disruptions on the job working to wards the goal of completion of the project on or under the allotted time.

i) Member shall perform work safely and effectively while utilizing proper safety equipment and procedures and adhering to all employer, WorkSafe BC and industry established safety rules.

j) Members shall participate in all WorkSafe BC, Union, Employer or Client required safety courses.

k) Members shall carry all tools, in good working order, as required by the collective bargaining agreement and take care of all equipment and tools provided by the employer.

l) Members shall exhibit and maintain a level of craftsmanship recognized to be within industry standard by only accepting work for which they have the requisite skills and training.

m) Members should ever up-grade his skill and ability to practice "Good Workmanship"

n) Members shall meet their responsibility to be fit for duty, with a zero tolerance policy for substance use or abuse on the job.

o) Members, as representatives of the union and the employer will be professional in appearance and not wear or display any inappropriate materials.

p) Members shall respect the property and all legal facility rules of the contractor and end user.

q) All Members shall work on helping other members who display unacceptable work habits on the job so that each member meets the standards of quality, productivity, professionalism and union pride that makes us second to none.

ARTICLE XVII MISCELLANEOUS FINANCIAL

a) The regular necessary and routine expenditures of the Union shall not require repeated specific approval of either the Union or the Executive Board.

b) The treasury and other bank accounts of the Union shall have three (3) signing officers, two (2) of which shall be required for financial withdrawals. These Officers shall be the President, Vice-President and the Business Manager/Financial Secretary Treasurer.

c) Extraordinary expenditures or donations to any charity or promotion in amounts over five hundred (\$500.00) dollars must be referred to the Executive Board.

ARTICLE XVIII STANDARD AGREEMENT VOTES

This Article shall govern votes of acceptance or rejection of negotiated Standard Sheet Metal and Roofing Working Agreements.

a) All votes on such agreements shall be by special called Membership Meeting and shall be under the direction of a previously elected and appointed balloting committee. This committee shall provide ballot boxes, scrutineers, etc., to actually ensure a true secret ballot. They shall be empowered to require a show of membership receipts in return for voting privileges.

- b) The following sequence shall be followed in agreement votes.
- 1) The Negotiating Committee, when putting a proposal before the membership, shall outline the proposal, the degree to which they conform to the previously expressed demands and it shall contain a statement whether the Committee recommends acceptance or rejection.
- c) Any subsequent strike votes shall be taken in conformity with appropriate Provincial Statutes.
- d) The Financial Secretary shall on or before September 30th of any year make recommendation to the Executive Board for their consideration and actions as to status and or changes to the Letter of Understanding and employment of office staff.

ARTICLE XIX
HIRING AND DISPATCH PROCEDURE FOR MEMBERS

- a) The Union shall maintain a permanent Journeymen Sheet Metal Workers and Roofers Employment Register, listing names, telephone and T.Q. numbers, and/or apprentice number and those branches of the trade in which the member may be interested.
- b) An official record of unemployed members shall be kept in the Local office. The member shall be placed on the unemployed record upon his notifying the Local Union of his termination of employment.
- c) Dispatch may be either on the Basis of B.M. call, or members solicitation, providing such solicitation is in accordance with Local 276 Bylaws Article VIII (f) & (g).
- d) The official dispatch form and method shall ensure that the member is in good standing, has his valid T.Q. Certificate and is otherwise dispatched in accordance with these and other established rules. No dispatch will be issued to any member unless dues or initiation payments are paid for the current month.
- e) All members must obtain a dispatch form and present it to his employer before the end of the first day of employment or be subject to one (1) hours pay fine (at his appropriate pay rate to the nearest \$1.00) for each day worked without a dispatch form. Hours of dispatch shall be from 8:30 a.m. to 12:30 p.m. and from 1:00 p.m. to 4:30 p.m. Monday to Friday.
- f) Up Island Members may solicit dispatch by phone subject to the fine for days worked before phoning the Union office.
- g) The Article shall be subject to interim change to bring it into conformity with any subsequent Collective Agreement clauses.

ARTICLE XX WORKING RULES

- a) All members shall carry their current monthly receipt. A current receipt that is no more than two (2) months out of date is, in effect, a membership card.
- b) All members shall show official dues receipts upon request of a Steward, Business Representative or any other member who tenders his own receipt.
- c) All members starting work shall report to the Steward showing receipts and/or clearance slips.
- d) No member shall work with non-union workers, or workers that have no clearance from the Local. All such persons shall be reported by the member to the Union office.
- e) All members when laid off, shall inform the Union office stating name, category, their last employer and if they are available for work.
- f) All members when receiving new employment shall inform the Union office, stating name, category and their new employer and shall obtain a dispatch and clearance slip.
- g) No member shall sub-contract or "lump" work for an employer, unless allowed under the terms of the Collective Bargaining Agreement.
- h) No member shall work with non-union material without specific clearance from the Union.
- i) All members shall insist on receiving and shall receive all the due wages and benefits of their classification as outlined in the Collective Agreement under which they work and be prepared to prove it.
- J) Repetitious welders, aside for regular trade welders, at no time shall be allowed to function as "substitute" sheet metal workers in violation of the Trade Qualification Regulations in the shop. Only trade welders are allowed on jobsites.
- k) No member shall work for an employer who has no Collective Agreement with this Local unless with approval of the Union.
- l) No member shall supply to the employer, on his job, any tools or equipment other than what is commonly considered standard hand tools.
- m) No member shall use his vehicle for the transport of the employer's tools, equipment or material.

- n) Members working on jobsites shall report jurisdictional violations by other trades to the Union office.
- o) There shall be no loitering around jobsites or shops in anticipation of work.
- p) Foremen shall be union members and shall do their duties as best they can in relation to their employer (directing, expediting the work, etc.) but shall in no way violate the Collective Agreement or hamper in any way the lawful and proper rights and duties of any member or steward. They shall use respect in dealing with the workers at all times.
- q) All members shall respect and observe the safety regulations of the W.C.B. for the proper protection of themselves and their fellow workers.
- r) Members shall not travel outside their own area, except "Local Hire" on a major jobsite in another area to the detriment of the "out-of-town" conditions of the Agreements.
- s) The out-of-town living allowances of the Collective Agreements shall not be used for profiteering. First class living conditions shall be paid for by the employer - first class living conditions shall be utilized by the members. No cash payments shall be allowed unless negotiated between the employer and the Union, prior to the commencement of the job.
- t) Members shall maintain reasonable fraternal relationships with all other members in the shop or on the jobsite.
- u) Violation of any of the foregoing articles, or the committing of any misconduct as outlined in Section 1 of Article 17 of the Constitution and Ritual shall subject the violator to charge and subsequent trial as outlined in Article 18 of the Constitution and Ritual.

ARTICLE XXI GRIEVANCES

- a) All members shall have the right to present grievances to their Steward or Representative.
- b) All major grievances of a serious nature shall be presented in writing to the Business Manager.
- c) A grievance shall be presented within a reasonable period of the alleged incident. No grievance shall be attended to that has been deliberately allowed to remain dormant for a period exceeding thirty (15) days, except in case of wage claims. Grievances relating to wage claims shall be presented in writing within thirty (30) days of the end of the pay period giving rise to the wage claim or be judged to be abandoned.

**ARTICLE XXII
TRIALS AND FINES**

a) The minimum fine shall be two hundred and fifty dollars (\$250.00) for any members found guilty by a trial committee of any charge.

b) All fines levied in accordance with the provisions of the International Constitution shall be paid within the time limit specified and no dues shall be accepted from any member who refuses or fails or neglects to pay such fines, except that if the fine exceeds fifty dollars (\$50.00). Payment of the sum of fifty dollars (\$50.00) shall be paid as a condition of any proper appeal. Such payment shall stay the effective date of the payment of the total fine only until the date the appeal has been decided by the General Executive Council. Following the decision of the General Executive Council, the fine, if upheld or as modified by the General Executive Council, shall be promptly paid in whole or in part as specified by such decision, unless payment is expressly waived by the General Executive Council. When fines are not paid in accordance with the provisions of this section, collection thereof may be effected by suit in any court of competent jurisdiction and the member shall be liable for the costs of such suit including payment of reasonable attorney fees.

**ARTICLE XXIII
NOTICE OF MOTION**

a) A notice of motion must be presented in writing and read three (3) times and the membership notified at least 15 days before third reading, discussion and resolution.

**ARTICLE XXIV
REVISION OF BYLAWS**

a) These Bylaws of Local Union No. 276 shall be brought before a Committee appointed by the President for the purpose of study after the adjournment of each General Convention of the International Association.

b) Bylaw revisions to comply with Constitutional amendments as adopted by the General Convention shall not require membership ratification.

c) Bylaw revisions/additions, other than those specified in section b) shall require notice of motion as per Article XXIII and must be adopted by a majority vote of the membership in attendance at the Special Called Meeting.

d) All bylaw amendments adopted must be forwarded to the General- Secretary-Treasurer in accordance with Article 10, Section 5 of the International Constitution.

GUIDANCE TO MEMBERS RE JURISDICTIONAL DISPUTES

1. It is the duty of each member and in the interest of each member to defend and maintain the Trade Jurisdiction.
2. Shop Stewards shall act in the preliminary stages of a dispute, discussing the matter with the Shop Steward of the contending trade.
3. There shall be no stoppage of work by members of this Local in regard to jurisdictional problems.
4. Remain calm, cool and polite to all fellow unionists and involved contractors, but firm when you are right.
5. Where OTHERS are doing the work and it appears to be OURS - project your claim to the other people and/or Contractors, then inform your Business Manager.
6. Where it is obvious that it is NOT OUR WORK - respect the other fellows claim. He is also a Trade Unionist, (or should be!)
7. Where we are doing the work that is obviously ours, or where the we are doing the work where jurisdictional claims are open to debate we would ask that you:
 - a) Hold and maintain the work. Do not agree to any job sharing or composite crews until the settlement.
 - b) Insist our Contractors retain the work in their possession.
 - c) Do not stop or approve stoppage of work by anyone.
 - d) Do not yield to improper pressure or threats. (one classic threat is for the dissatisfied trade to threaten to walk off the job. Let them, but do not give up the work)
 - e) Protest any attempted unilateral re-assignment of the work in question.
 - f) Inform the contending trade that you have no authority to agree to any attempted solutions or trade-offs, and that you require the direction from your union office, and recommend that they do likewise.
8. **Inform your Business Manager** in all cases by telephone. (toll free 1-800-448-4177)

9. Your Representative will discuss the matter with the other parties concerned and try to arrange a settlement. Failure to arrive at a reasonable settlement the matter will probably be pursued via the British Columbia Jurisdictional Disputes Plan.
10. Remember, our best argument is the skill, stability and ability of our people.

GENERAL REMINDERS AND INFORMATION

MOVING OR LEAVING LOCAL 276?

When moving to another jurisdiction:

GET A TRANSFER CARD AND INQUIRE ABOUT RECIPROCAL AGREEMENTS

When leaving the trade for a prolonged period:

ENQUIRE ABOUT APPLYING FOR A WITHDRAWAL CARD.

These two points could save you time and money in the long run.

CHANGE OF ADDRESS OR PHONE NUMBER?

Please inform the local office of important changes such as address, phone number etc.

CHANGE OF BENEFICIARY?

ADDITIONS TO THE FAMILY?

PROBLEMS WITH BENEFIT PLANS?

INCORRECT OR POSSIBLE SHORTAGE OF HOURS?

Notify the Administrator of the Plans at the Local 276 office.

Copies of Agreements, Bylaws, Constitution, Welfare and Pension Plan Booklets are all available at no cost from or via the Local 276 office.

THE LOCAL 276 OFFICE IS LOCATED AT:

302 -791 Goldstream Ave.

Victoria, B.C.

V9B-2X5

Ph. (250) 727-3458 Toll Free 1-800-448-4177

Fax. (250) 727-7154

e-mail info@smwia276.ca

**BE INFORMED, TAKE AN ACTIVE PART,
ATTEND UNION MEETINGS
BE UNION!!**