



UBCP

Union of BC Performers

AN AUTONOMOUS BRANCH OF ACTRA

BY-LAWS

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Union of BC Performers

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MEMBER OF THE BC FEDERATION OF LABOUR AND THE MOTION PICTURE PRODUCTION INDUSTRY ASSOCIATION OF BC
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS (CLC) AND THE INTERNATIONAL FEDERATION OF ACTORS (FIA)
BRANCH OFFICES IN VANCOUVER, CALGARY, REGINA, WINNIPEG, TORONTO, OTTAWA, MONTREAL, HALIFAX, ST. JOHN'S

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ARTICLE 1 - NAME

- (a) The name of the Union is the "UNION OF B.C. PERFORMERS", hereinafter referred to as "the Union" or "UBCP/ACTRA".
- (b) The Union is a local union of the Alliance of Canadian Cinema, Television, and Radio Artists (hereinafter referred to as "ACTRA"), within the meaning of Article 505 of the ACTRA Constitution, subject always to the Settlement Agreement between the Union and ACTRA dated January 26, 1996 (also known as the "Kelleher Document" and hereinafter referred to as the "1996 Settlement Agreement") (see Appendix "A").
- (c) The head office of the Union must be located in the Province of British Columbia.

ARTICLE 2 - AIMS AND OBJECTIVES

The aims and objectives of the Union are:

- (a) To organize all persons eligible for membership in the Union and to represent members and others required to be represented regardless of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age.
- (b) To pursue all collective efforts permitted or required under the laws of British Columbia and the Yukon Territory to promote and protect the economic, social and professional interests of performers within the Province of British Columbia and the Yukon Territory.
- (c) To enter into agreements with engagers and producers on behalf of the members through collective bargaining in the Province of British Columbia and the Yukon Territory.
- (d) To establish unity of action in pursuing such objectives and to engage in any and all other activities and do any and all other things which a trade union may lawfully do on behalf of its members.
- (e) To enter into agreements locally, regionally, nationally and internationally, with any other organization(s) which share the aims and objectives of UBCP/ACTRA.
- (f) To establish, maintain, amend or terminate such programs for the provision of benefits to members as may be judged by the Union to be in the best interest of its members from time to time, such as: health and welfare benefits, life insurance, dental care, accidental death and disability coverage, weekly indemnity benefits and extended health care; a broad range of benefits and services to members which promote and protect the economic, social and professional interests of members; and retirement benefits.

The Union must carry out these aims and objectives in good faith and in an equitable and non-discriminatory manner on behalf of its members.

ARTICLE 3 - JURISDICTION

- (a) The Union represents persons who qualify for membership working as performers and otherwise in Recorded Media in British Columbia and the Yukon Territory. Recorded media includes all audio-visual work embodying the services and results of performers recorded in any manner whatsoever. Recorded Media includes but is not limited to film, television, radio, commercial production, compact devices and video games.
- (b) Members of the Union agree to recognize it as their sole and exclusive representative and bargaining agent for minimum terms and conditions for all purposes including all aspects of:

- (i) the negotiation, administration, and enforcement of collective agreements; and
 - (ii) the promotion and marketing of the provincial/territorial entertainment industry, its component parts, and the Union's membership.
- (c) The Union's autonomous responsibilities include all aspects of:
- (i) education, services, administrative support, expansion of work opportunities, and membership recruitment;
 - (ii) provincial/territorial affiliations and matters of public policy related to the provincial/territorial film and television industry;
 - (iii) the employment, direction, and co-ordination of Union staff to undertake tasks necessary or incidental to the performance of the above functions on behalf of the membership; and
 - (iv) such other responsibilities as may be determined by the membership.

ARTICLE 4 - COLLECTIVE BARGAINING

- (a) The Union may negotiate collective agreements governing the terms and conditions of engagement or employment within its jurisdiction. Master agreements, such as the B.C. Master Production Agreement ("BCMPA") and the B.C. Local and Regional Addendum to the ACTRA National Commercial Agreement, must be ratified by referendum of the membership. All other collective agreements may be ratified by referendum or at a membership meeting.
- (b) Notwithstanding (a) above, the Executive Board may authorize the execution of collective agreements which adhere to the general terms of a master agreement without subsequent ratification by the membership.
- (c) All collective agreements must be signed by 2 Officers of the Union.
- (d) At least 3 months prior to the expiry of a master agreement, the Union must consult with the membership in the preparation of the Union bargaining position.
- (e) The Union may require engagers and producers to make deductions from payments due to performers working in the jurisdiction of the Union and to require engagers and producers to make contributions in respect of performers working in the jurisdiction of the Union. The deductions and contributions referred to in this paragraph apply equally to Union members and non-members, residents and non-residents. The Union will have complete discretion in the use and application of any such deductions and payments.

ARTICLE 5 - ASSOCIATIONS AND CORPORATE RELATIONSHIPS

The Union may be affiliated with or disaffiliated from any other organization(s) where such affiliation or disaffiliation appears to be of advantage in keeping with the aims and objectives of the Union. Such arrangements may include, but are not limited to, membership in the B.C. Federation of Labour. Any such arrangement(s) must be ratified by a 2/3 (66.7%) majority of Full Members voting at a properly constituted membership meeting. The terms of such arrangements may not infringe upon the Union's autonomy.

ARTICLE 6 - MEMBERSHIP

Article 6.1: ELIGIBILITY

(a) Qualification for Full Membership

A person who is a Canadian Citizen or Landed Immigrant and who has fulfilled a total of 6 separate and different professional engagements (Qualifying Permits) as an Apprentice Member, other than as a background performer, is qualified to apply for Full Membership in accordance with the provisions of these By-Laws.

(b) Established Professional Reputation

Notwithstanding the provisions of By-Law 6.1 (a) above, a person who has an established reputation as a performer may be admitted to Full Membership upon presenting proof of such status to the Union's Membership Committee. The Union's Membership Committee will determine the sufficiency of the applicant's proof of established professional reputation by applying the criteria set out in the ACTRA By-Laws. An appeal of the decision of the Union's Membership Committee may be made to the Executive Board.

(c) Reciprocal Agreements

Where a Reciprocal Agreement, binding on the Union, has been entered into by ACTRA with any other union or organization representing professional performers and such agreement provides conditions of entry into membership, the terms of that agreement prevail, so long as an applicant for Full Membership has satisfied the criteria for membership set out in Article 6.1 (a).

(d) Organizing Drive

Those persons who sign an application for membership during the course of an organizing campaign must be admitted as members of the Union.

Article 6.2: ADMINISTRATIVE PROCEDURES

To become a member of the Union, a person must:

- (a) complete the written application for membership and agree to comply with the ACTRA Constitution and By-Laws and the By-Laws of the Union and such rules, regulations, codes, schedules and agreements which may exist at the time of application and as they may be amended;
- (b) qualify for membership in the Union pursuant to Article 6; and
- (c) pay any fee(s), appropriate dues, fines and assessments, including any interest thereon.

Article 6.3: CATEGORIES OF MEMBERSHIP

(a) Full Member

A Full Member is a person who has qualified for membership under Article 6.1(a) or (b) and has paid the required dues, within 30 days of the dues period and is not on inactive membership status or suspended and includes Senior Performer Members and Life Members.

(b) Senior Performer Member

A Senior Performer Member is a member who has been a Full Member of the Union and/or of ACTRA for a cumulative total of 10 years and who has been granted, upon reaching the age of 65, a 50% reduction in Basic Annual Dues. A Senior Performer Member continues to enjoy all rights and privileges of a Full Member.

Any Full Member who has been an inactive member for extended periods or on suspension for non-payment of dues for 12 months or more, will qualify after the period of absence has been added and all outstanding dues, penalties, or fees have been paid.

(c) Life Member

The Executive Board may award a Life Membership to any member in good standing. A Life Member shall pay no Basic Annual Dues; they shall pay only the appropriate Working Dues and shall have all the rights, privileges and obligations of a Full Member and shall observe and be governed by all provisions of the By-Laws.

(d) Inactive/Withdrawn Full Member

A person who has been a Full Member for not less than 1 year and who submits a written application indicating his/her intention to cease working in UBCP/ACTRA's jurisdiction for a period of time shall be granted inactive status upon payment of 25% of the Basic Annual Dues and payment of all Working Dues and any other amounts outstanding. An Inactive Full Member shall:

- (i) not be entitled to any of the rights of membership, except in some circumstances, for continuance of health and welfare benefits, in effect at the time of becoming an Inactive Full Member, until the expiration of those benefits as provided in their individual plan;
- (ii) not engage in any activity within the jurisdiction of the UBCP/ACTRA; and
- (iii) become a Full Member upon the payment of Basic Annual Dues for the year in which the member applies to be reinstated.

Article 6.4: APPRENTICE MEMBER

- (a) An Apprentice Member is a person who is in the process of accumulating Qualifying Permits with the express purpose of becoming a Full Member. In order to qualify as an Apprentice Member, a performer must have achieved 1 Qualifying Permit and register that permit within 6 weeks of achieving that Qualifying Permit.
- (b) An Apprentice Member must pay the appropriate fees and must observe and abide by all the obligations of a performer and the obligations of a member under these By-Laws.
- (c) An Apprentice Member is entitled to all rights provided for in the applicable collective agreements for the duration of their apprenticeship, including Residual Rights and Royalty Fees, but is not entitled to any benefits under the insurance and retirement plans other than those accorded a Work Permittee.
- (d) An Apprentice Member is not entitled to voting rights, but may attend membership meetings with voice but no vote.
- (e) An Apprentice Member must apply to become a Full Member within 6 weeks of achieving his/her last Qualifying Permit, or his/her Apprentice Membership file may be closed. Should the person wish to apply as an Apprentice Member again in the future, the previous Qualifying Permits will not apply.

- (f) Failure to abide by the ACTRA Constitution and By-Laws, or the By-Laws of the Union, may result in the loss of status as an Apprentice Member or the disqualification of some or all Qualifying Permits.

Article 6.5: BACKGROUND EXTRA MEMBER

- (a) A person may be admitted as a Background Extra Member of the Union if:
 - (i) the applicant has been engaged as a background performer in the Union's jurisdiction for not less than 24 working days within the preceding 12 months;
 - (ii) the applicant pays an initiation fee, and other fees, as may be established by the Union; and
 - (iii) the applicant successfully completes an orientation course acceptable to the Union.
- (b) A Background Extra Member must pay Basic Annual Dues and Working Dues as may be established by the Union.
- (c) A Background Extra Member who does not work at least 15 working days as a background performer during the period of 12 consecutive months calculated from April 1st of each year will no longer be considered a Background Extra Member of the Union and must not be readmitted as a Background Extra Member unless he/she fulfills the qualifications for membership in Article 6.5(a).
- (d) A Background Extra Member is eligible to become a Full Member of the Union by independently satisfying the criteria for Full Membership as set out in Article 6.
- (e) A Background Extra Member may only attend membership meetings of the Union as authorized by the Executive Board and may exercise only those rights specifically granted to Background Extra Members by these By-Laws.
- (f) Notwithstanding Article 6.5(e), all members of the executive of the Background Extra Caucus will have the right to attend all membership meetings of the Union and will have voice and vote at such meetings.
- (g) A Background Extra Member may not hold office as President, Vice President, Treasurer, Secretary or Executive Board Director of the Union, except that the Chair of the Background Extra Caucus Executive must sit as an Executive Board Director of the Union.
- (h) Failure to abide by the ACTRA Constitution and By-laws, or the By-laws of the Union, may result in the loss of status as a Background Extra member.

Article 6.6: WORK PERMITTEE

- (a) A person engaged as a performer, including a background performer, in a bargaining unit represented by the Union who is not a Full Member of the Union or an Apprentice Member or a Background Extra Member of the Union and who has applied for and been granted a Work Permit for one specific engagement, will be considered a Work Permittee.
- (b) Work Permits issued to Work Permittees do not count towards membership in the Union.
- (c) A Work Permittee must pay the appropriate Work Permit Fee provided in the By-Laws or collective agreements and shall observe all the obligations of the contract of engagement, but shall not be entitled to any rights of membership.
- (d) A Work Permittee may only be entitled to insurance benefits as determined from time to time by the insurance plan designated by UBCP/ACTRA.

- (e) Such Work Permittee is entitled to all rights provided in the applicable collective agreement negotiated by UBCP/ACTRA for the duration of the permitted engagement, including Residual Rights and Royalty Fees.
- (f) A Work Permittee is not entitled to voting rights in the Union.
- (g) The Executive Board must set guidelines for the granting of Work Permits having regard to the following principles:
 - (i) preservation of work opportunities for the membership;
 - (ii) preservation of the Union's jurisdiction for professional performing artists; and
 - (iii) such other factors as are consistent with the aims and objectives of the Union.

Article 6.7: NON-MEMBER

- (a) A non-member is a person contracted as a performer who is not a member of UBCP or ACTRA and is not a registered Apprentice Member or Background Extra Member.
- (b) There is no service charge for the processing and collection of Residual Payments to any Full Member. When a person who is an Inactive Member, a non-member or a person who is not a Full Member of the Union receives Residual, Further Use, or Royalty payments arising from work within the jurisdiction of the Union, the person shall pay to the Union a service charge as determined by the Union from time to time. Such service charge shall apply only when the person receives such payment from the Union.

Article 6.8: TEMPORARY MEMBERSHIP

- (a) Temporary Membership may be conferred on a non-member:
 - (i) who is not a citizen of Canada or a Permanent Resident (Landed Immigrant) in Canada;
 - (ii) who has received permission from the Union to accept an engagement under the jurisdiction of the Union in Canada: and
 - (iii) who has been issued a valid employment visa from Employment and Immigration Canada.
- (b) If the above conditions are met, a non-member can become a Temporary Member upon payment of the appropriate Work Permit fee.
- (c) Such Temporary Member shall be entitled to all rights provided in the applicable collective agreement negotiated by UBCP/ACTRA for the duration of the permitted engagement, including Residual Rights and Royalty Fees, but shall not be entitled to any benefits under the Union Insurance and Retirement Plans, and shall not be entitled to any rights of membership.
- (d) A Temporary Member shall not be entitled to voting rights in the Union.

Article 6.9: INITIATION FEE

- (a) Each person applying as a Background Extra Member shall pay an Initiation Fee as established by the Executive Board of the Union.
- (b) Each applicant applying as an Apprentice Member shall pay an Initiation Fee and the appropriate fees as established by the ACTRA Constitution and By-Laws or by the Executive Board of the Union.

- (c) Each applicant applying as a Full Member shall pay an Initiation Fee and the appropriate fees as established by the ACTRA Constitution and By-Laws of the Union or by the Executive Board of the Union.
- (d) The Executive Board may adjust Initiation Fees to further organizing efforts, at their sole discretion.

Article 6.10: MEMBERSHIP DUES

- (a) Membership Dues are those Basic Annual Dues and Working Dues as established from time to time by the ACTRA Constitution and By-Laws.
- (b) The Basic Annual Dues must be paid by April 1st each year, or within 30 days of commencement of the dues period, whichever is later.
- (c) The Union may require engagers or producers to make deductions from payments due a member and have such deductions made payable to the Union as payment of the member's Working Dues.

Article 6.11: DEFAULT IN PAYMENTS

- (a) A Full Member who fails to pay their Basic Annual Dues by April 1st each year, or within 30 days of commencement of the dues period whichever is later, may be suspended from membership.
- (b) A Full Member must not commence an engagement within the jurisdiction of the Union while the member is in default of the payment of Basic Annual Dues, fines, levies or monies owed to the Union, unless the member signs an undertaking to pay all outstanding Basic Annual Dues, fines, levies or other monies owed to the Union immediately upon receiving payment for the engagement and obtains the permission of the Union to accept the engagement.
- (c) A Full Member whose membership is suspended for non-payment of Basic Annual Dues for a continuous period in excess of 2 years shall cease to be a member of the Union and must re-apply for membership pursuant to Article 6.2.
- (d) An Apprentice Member or Background Extra Member who fails to pay the Basic Annual Dues within 30 days of the commencement of the dues period ceases to be a member of the Union and must re-apply for membership pursuant to Article 6.4 and 6.5, respectively.

Article 6.12: REINSTATEMENT

- (a) Any member whose membership has been suspended may regain status as a member in good standing when:
 - (i) the period of suspension imposed by the Discipline Committee or otherwise pursuant to these By-Laws is over;
 - (ii) the member pays all fines, assessments and arrears owing to the Union; and pays all arrears in dues, to a maximum of 2 years, and complies with all judgments imposed by the Discipline Committee;
 - (iii) the member pays dues for the current period in which the member applies to be reinstated; and
 - (iv) the member pays a reinstatement fee.

- (b) Where circumstances beyond the reasonable control of the member prevented the payment of dues by the prescribed due date and the member contacted the Union office before the due date, the Executive Board may waive the requirement for the member to pay the reinstatement fee.

Article 6.13: UNCLAIMED FEES

- (a) In respect of all accumulated monies held in the Union Account, the Union shall take reasonable steps to locate the person in respect of whom it is holding funds. If by the end of two (2) years the person is located, the funds will be paid to that person. If the person cannot be located, the funds will be transferred to the General Account of the Union to be utilized in the collective interest and for the benefit of the Union's membership.
- (b) The Union shall proceed as follows in respect of Unclaimed Fees:
 - i) The Union shall take reasonable steps to locate the person in respect of whom it is holding funds in trust following receipt of the funds from the Producer or Distributor;
 - ii) If any person identified by the Union as a beneficiary of any Unclaimed fees, makes an application in writing to be paid the funds, the Union will allow such an application and will pay the funds to that person. The Union may request proof of identification and confirmation of participation in the production(s) for which funds are being held;
 - iii) Provided that a person cannot be located and a two (2) year period has expired, the funds will be transferred to the General Account of the Union to be utilized in the collective interest and for the benefit of the Union membership.
 - iv) No person will have a claim to the funds transferred to the General Account in accordance with sub-paragraph 3) after the expiry of a five (5) year period, unless that person can demonstrate to the satisfaction of the Union that 1) reasonable steps were not taken by the Union to locate the said person and/or 2) there are or were extenuating or compassionate circumstances which justify the payment of the funds to that person.
- (c) Any payments to persons made under this Article will be without interest or any other form of consideration for the use of the funds.

ARTICLE 7 - GOVERNING AUTHORITY

- (a) The legitimate source of authority of the Union is the democratic will of the members of the Union as expressed through a properly conducted referendum or in a membership meeting held pursuant to these By-Laws.
- (b) The authority vested in the members may be exercised between membership meetings by the Executive Board, except the Executive Board has no power to amend the By-Laws.
- (c) The democratic principles of trade unionism to which the Union subscribes require that every member have the right to participate in the affairs of the Union and the duty to observe, uphold and support the decisions and actions taken by the Union pursuant to its By-Laws.

ARTICLE 8 - BACKGROUND EXTRA CAUCUS

- (a) The Background Extra Caucus is comprised of Background Extra Members of the Union.
- (b) Members of the Background Extra Caucus must elect a Background Extra Caucus Executive comprised of a Chair, Vice Chair, Secretary, Treasurer and three Members-at-Large.
- (c) All Background Extra Members of the Background Extra Caucus are eligible to run for Background Extra Caucus Executive positions.
- (d) The Chair of the Background Extra Caucus will sit as an Executive Board Director of the Union.
- (e) The President of the Union or his/her delegate may be present at any and all meetings of the Background Extra Caucus, with a voice but no vote.
- (f) All changes to the membership criteria of the Background Extra Caucus must be approved by the Full Members of the Union. No change to the membership criteria may be made except with the approval of the Background Extra Caucus membership.

ARTICLE 9 - EXECUTIVE BOARD

- (a) The Union is governed by an Executive Board consisting of 4 Officers, 6 Executive Board Directors, and 1 Executive Board Director selected as provided in Article 8. The Officers of the Union are the President, Vice President, Treasurer and Secretary. The President, Treasurer and 1 Executive Board Director appointed by the Executive Board shall serve as National Councilors of ACTRA.
- (b) The 4 Officers and 6 Executive Board Directors shall be elected in a general election by referendum for a 3-year term commencing on January 1st and finishing on December 31st, and will hold office to the end of their term, unless they resign, or are removed, prior to the expiration of their term of office. Members of the Executive Board, with the exception of the Chair of the Background Extra Caucus, must be UBCP Full Members as a condition of holding office. A member of the Executive Board who ceases to be a Full Member will forfeit office and a vacancy must be declared.
- (c) The 10 Full Members of the Executive Board have the power between general elections to declare that a vacancy exists on the Executive Board and, where the vacancy is for a period of less than 1 year, may fill any vacancy on the Executive Board by appointing a Full Member. The appointment by the Executive Board is effective immediately, but is subject to ratification by a majority of voting members at the next properly constituted General Membership meeting. Where the vacancy is for a period of 1 year or longer, the vacancy must be filled by secret ballot at a properly constituted General Membership meeting. The Background Extra Caucus Chair sitting as an Executive Board Director must be replaced by a vote of the Background Extra Caucus.
- (d) The Executive Board shall meet at least once each month. Special meetings may be called by the President or on written request of 3 members of the Executive Board. Reasonable notice of special meetings shall be given by letter, telephone, or acknowledged e-mail to all members of the Executive Board.
- (e) At a meeting of the Executive Board, 6 members, including at least 1 of the President or Vice President, constitute a quorum.
- (f) The Executive Board will concern itself with the business of the Executive Board, which is to set policy and to give direction to senior staff through the President, as authorized by the Executive Board. Except where authorized by these By-Laws or by motion of the Executive Board, Executive

Board Directors are not authorized to represent themselves to members or third parties as agents of the Union. This does not preclude an Executive Board Director from expressing a personal opinion.

- (g) The Executive Board has the authority and power to direct, administer and control the affairs of the Union, including, but without limiting the generality of the foregoing, the authority and power to:
- (i) manage, invest, direct and control the business, funds, property and other assets of the Union, including any money, securities, bonds, debentures or other property or other assets in which the Union or its membership have an interest;
 - (ii) purchase, hold, lease or rent property on behalf of the Union;
 - (iii) ensure administration and enforcement of the provisions of the By-Laws of the Union, adjudicate claims, arbitrate disputes, and impose fines and other penalties in accordance with the By-Laws of the Union;
 - (iv) determine all matters which may be of interest to the Union or its members;
 - (v) reconsider any decision, order, award or ruling made by it and vary or revoke any such decision, order, award or ruling where cause for review is warranted. The party seeking the change must establish substantial reasons for the review and notice must be given to the affected parties. The decision and reasons for the decision shall be recorded in the Meeting Minutes, and may be published in the Union's official publication;
 - (vi) carry out all duties required by the ACTRA Constitution and By-Laws and these By-Laws;
 - (vii) hire or contract such persons as it may deem necessary, from time to time; and
 - (viii) the Executive Board may make such expenditures as may be necessary for the Union to fulfill its function. Any extraordinary expenditures that are not contemplated by the annual operating budget and that cause a material deviation from the annual operating budget must be approved by the membership at a properly constituted membership meeting.
- (h) Those matters discussed during Executive Board meetings and expressly designated as requiring confidentiality are to be kept confidential. The obligation to keep designated Executive Board business confidential survives the expiry of the term of office or resignation of the Executive Board Officer or Director. Should such confidentiality be violated by an Executive Board Officer or Director he/she may be subject to discipline under the By-Laws.
- (i) All members of the Executive Board must, if possible, be bonded in an amount to be decided upon from time to time by the Executive Board. The cost of such bond shall be borne by the Union.
- (j) The signing Officers of the Union shall be any 2 Officers.
- (k) Except where specified elsewhere in these By-Laws, the Executive Board has the power to appoint representatives to any organizations in which the Union participates. Such representatives shall report to the Executive Board on a regular basis. The National Councilors must report to the membership on a timely basis and to the Executive Board at the Executive Board meeting immediately following a meeting of the ACTRA National Council or the ACTRA National Executive.
- (l) The Executive Board may establish committees in addition to those established by the By-laws.
- (m) Meetings of the Executive Board must be attended by all Executive Board members whenever possible. Any Executive Board Officer or Director who fails to attend meetings of the Executive Board for more than 90 consecutive days from the last meeting attended may be required by the Executive Board to resign. A notice of this Article shall be sent to the absentee Executive Board Officer or Director at least 60 days from the last recorded attendance at an Executive Board meeting. Executive Board Officers and Directors shall also attend the Annual General Meeting and all General and Special Membership meetings whenever possible.

- (n) Executive Board meetings may be held by teleconference, provided that each Executive Board Officer and Director is notified and provided that a quorum participates in such meetings.
- (o) Members of the Executive Board are subject to an Executive Board Code of Conduct adopted by the Executive Board. A breach of the Executive Board Code of Conduct may result in a sanction imposed by the Executive Board. The Executive Board may, in its sole discretion, refer a breach of the Executive Board Code of Conduct and delegate its authority thereunder to the Discipline Committee. The Executive Board or the Union's Discipline Committee shall have the authority to sanction an Executive Board Officer or Director in a manner within their discretion for violation of the Executive Board Code of Conduct.
- (p) All votes taken at a meeting of the Executive Board must be by a show of hands, unless an Executive Board Officer or Director requests a secret ballot. An Executive Board Officer or Director who has a personal interest in a matter before the Executive Board shall declare such interest. Failure to disclose such personal interest may result in disciplinary action.
- (q) The Executive Board may remove any member of the Executive Board from office by a 2/3 (66.7%) vote of its members provided that cause is given and notice of the motion to remove is given at the preceding Executive Board meeting. Any vote of the Executive Board to remove a member is of no force and effect until ratified by the members at a General Membership meeting.

ARTICLE 10 - OFFICERS

- (a) The President, as the principal Officer of the Union:
 - i) chairs meetings of the Executive Board and the membership, and has a full voice at meetings but may vote only in the event of a tie;
 - ii) is an ex-officio member of all committees with the exception of the Discipline Committee, the Membership Committee and the Election Committee;
 - iii) is the official spokesperson for the Union, but may authorize members of the Executive Board or other persons to speak for the Union in his/her stead; and
 - iv) appoints committees subject to ratification by the Executive Board.
- (b) The Vice President:
 - i) performs such duties of the President when the President is absent or unable to act.
- (c) The Treasurer:
 - (i) exercises stewardship over the property of the Union;
 - (ii) causes to be collected all monies due to the Union from members and others and causes to be deposited to the credit of the Union all monies received;
 - (iii) causes to be created a petty cash fund, for payment of sundry expenses;
 - (iv) causes to be kept correct and adequate records and accounts of all monies received, receivable, paid and payable and of all assets and liabilities of the Union;
 - (v) supervises the payment of all accounts of the Union as incurred through Executive Board authorization;
 - (vi) causes to be insured all property of the Union as necessary;
 - (vii) ensures that all financial records, accounts and pertinent materials are available for inspection by the Executive Board;
 - (viii) causes to be prepared monthly financial statements and annual audited financial statements;
 - (ix) submits, or designates a member of staff to submit, a proposed financial operating budget for approval of the membership at the Annual General Meeting; and

- (x) convenes and chairs the Finance and Administration Committee.
- (d) The Secretary:
- (i) causes Minutes to be taken of all General, Special and Annual Membership meetings and Executive Board and Finance and Administration Committee meetings;
 - (ii) causes to be maintained and safeguarded all papers and documents of the Union including, but not limited to, minutes of meetings and a record of current policies and procedures adopted by the Executive Board or the membership and transfer them to any successor;
 - (iii) causes the maintenance of such membership lists as may be required by the Union; and
 - (iv) ensures a response to requests for information directed to the Union.
 - (v) ensures, following review by the President, that the agenda of regularly scheduled Executive Board meetings is prepared and circulated to the Executive Board with supporting material at least four days in advance of the meeting.
 - (vi) ensures that adopted minutes of all Executive Board and Membership meetings are posted on the members' website, and prepares an interim report of all Membership meetings which, upon approval by the Officers, she/he shall ensure is posted on the members' website.
- (e) The Past President:
- In order to ensure a smooth transition after an election, the outgoing President will serve as Past President for one year only at an honorarium rate equal to that of a Director. The Past President will have voice but no vote at the Executive Board meetings.
- (f) All Officers must perform such duties imposed upon them by these By-Laws and such other duties as may be assigned to them from time to time by the Executive Board or by the membership.

ARTICLE 11 - SENIOR STAFF

The Chief Executive Officer or Senior Staff designate:

- (a) implements the policies of the union and the directives of the Executive Board as communicated through the President;
- (b) is responsible for the day to day operation and administration of the Union and gives direction to all other staff in accordance with Union policies established by Membership meetings and/or by the Executive Board;
- (c) performs other duties or functions as specified in these bylaws;
- (d) attends Executive Board meetings and meetings of the Finance and Administration Committee; and
- (e) meets with the President to exchange information.

ARTICLE 12 - SUCCESSIONSHIP

Notwithstanding Article 9(c), where the office of President becomes vacant within 6 months or less of a general election, the office of President shall be filled by the Vice President. If the Vice President declines to assume the role of President, the vacancy shall be filled by the Treasurer, or Secretary, canvassed in that order. If the office of President becomes vacant more than 6 months prior to a general election, the vacancy shall be filled through a by-election of the membership.

ARTICLE 13 - EXECUTIVE COMPENSATION

- (a) Although service on the Executive Board should be motivated by a spirit of service to the membership, Executive Board Officers and Directors may be compensated in an amount authorized by the membership.
- (b) The membership shall approve the Executive Board Compensation and Expense Policy at the Annual General Membership meeting.
- (c) Members of the Executive Board shall not receive compensation for committee work.
- (d) Members in good standing may review Executive Compensation records up to the end of the most recent fiscal period, at the Union office upon written request to the Executive Board.

ARTICLE 14 - FINANCE AND ADMINISTRATION COMMITTEE

- (a) The President, Vice President, Treasurer and Secretary, together with one Executive Board Director appointed by the Executive Board, constitute the Finance and Administration Committee. The Finance and Administration Committee is chaired by the Treasurer. The quorum of all meetings of the Finance and Administration Committee is 3, at least 1 of whom is the Treasurer.
- (b) The Finance and Administration Committee is responsible for financial recommendations to the Executive Board, and may take action only at the direction of the Executive Board, except in time-sensitive situations, and then any such expenditures shall not exceed \$1,000.00 or such greater amount established by the Executive Board.
- (c) The Finance and Administration committee will meet between, and no less than one week prior to, regularly scheduled Executive Board meetings, and will be a forum for the President to report to and consult with the other Officers regarding her/his activities and on issues confronting the membership and the union. The committee will also be responsible for developing policy recommendations to the Executive Board and reviewing recommendations of senior staff. The committee will develop and approve the agenda for regularly scheduled meetings of the Executive Board in cooperation with the Chief Executive Officer or Senior Staff designate, and will incorporate input received from other Executive Board members.
- (d) The Finance and Administration Committee must keep minutes of their recommendations to the Executive Board.

ARTICLE 15 - COMMITTEES

- (a) Committees may be established by the President or the Executive Board to carry out a specific mandate set by the President or the Executive Board, except as otherwise provided by the By-Laws.
- (b) The President must appoint all Committee Chairs except that where the Executive Board establishes a committee, it may call for an election of a Chair by an individual committee subject to Executive Board approval.
- (c) Committees must be given their mandate and policies when created. The mandate and policy of a Committee will be set by the President or Executive Board appointing the Committee. The Committee members will be given a written copy of their mandate and policy within 60 days of the creation of the Committee.

- (d) Committees shall act strictly in an advisory capacity to the Executive Board.
- (e) All committee work is unpaid. Except as expressly permitted by these By-Laws, no person may receive any remuneration for participation on a committee, with the exception of the honorarium paid to the members of the Election Committee.
- (f) Committees must direct all staff assignments or activity through the Chief Executive Officer, or other staff delegate as approved by the Executive Board from time to time.
- (g) Standing Committees of the Union include the:
 - (i) Finance and Administration Committee;
 - (ii) Membership Committee; and
 - (iii) Discipline Committee.
- (h) Committee members are bound by the Executive Board Code of Conduct as it pertains to all business of the committee, until such time as the Executive Board deems otherwise.

ARTICLE 16 - ELECTIONS

- (a) The election of the Background Extra Caucus Executive must be consistent with the 2001 WCBU Merger Agreement, as amended, and will take place in conjunction with the election of the Union's Officers and Executive Board Directors.
- (b) The election of Officers and Executive Board Directors must be held every 3 years, with the result being known by no later than December 1st of the election year. The term of office must commence January 1st, following the election.
- (c) The Election period, from Call for Nominations until the ballot count, must be at least 45 days.
- (d) At least 60 days prior to the date election ballots are to be counted, the Executive Board must create an Election Committee, composed of a minimum of 3 Full Members and 1 Background Extra Member in good standing. The Election Committee conducts and oversees the elections for the Executive Board and the Background Extra Caucus Executive. UBCP Full Members and Background Extra Members in good standing, including members of the Executive Board and the Background Extra Caucus Executive who are completing their terms, may sit on the Election Committee provided:
 - (i) they declare in writing that they will not run for office;
 - (ii) they agree not to disclose to the Executive Board or Background Extra Caucus Executive or to individual members of the Executive Board or Background Extra Caucus Executive any matters relating to nominations and elections; and
 - (iii) they agree they will not accept or otherwise fill any Executive Board or Background Extra Caucus Executive position that becomes vacant during the ensuing 3-year term.
- (e) Election Committee members must receive an honorarium and reimbursement of other reasonable expenses as outlined in the Executive Board Compensation and Expense Policy.
- (f) The Election Committee must carry out the following duties:
 - (i) act at all times with impartiality and discretion, and refrain from any activity which might favour one candidate over another or otherwise influence election results;
 - (ii) ensure that election rules set by the By-Laws are observed;
 - (iii) certify that all candidates, nominators, and seconders for the Executive Board are Full

- (iv) Members in good standing at the end of the nomination period; certify that all candidates, nominators, and seconders for the Background Extra Caucus are Background Extra Members in good standing at the end of the nomination period;
 - (v) advise candidates and voting members on the application of election rules and the requirement to agree, if elected, to be bound by the Executive Board Code of Conduct or the Background Extra Caucus Executive Code of Conduct, as applicable;
 - (vi) approve the form of the election documentation, including the ballot, return envelopes, or electronic returning process, voting instructions, and candidate campaign statements, to be distributed to the members after the All-Candidates Meeting;
 - (vii) convene and preside over an All-Candidates Meeting, to be held after the distribution of ballots, to which all members in good standing must be invited and at which all candidates must be given an opportunity to speak and respond to members' questions;
 - (viii) cause the ballots to be distributed to all Full Members and Background Extra Caucus Members in good standing before the date of the All-Candidates Meeting;
 - (ix) set the date by which ballots must be returned to the auditing firm, such date to be 30 days following the date on which the ballots were distributed;
 - (x) act as sole liaison with the Chief Executive Officer or other Senior Staff delegate, as approved by the Executive Board from time to time, and the auditing firm engaged to receive and count election ballots;
 - (xi) supervise the scrutineering of the ballot count and destruction of the ballots upon expiration of the time allotted under these By-Laws for a request for recount, or after a recount has been completed;
 - (xii) report the complete election results to the membership including the number of ballots cast, number of spoiled ballots, and the number of ballots cast for each candidate;
 - (xiii) report to the Executive Board and to the membership any acts or events which may have improperly influenced the outcome of the election, or otherwise abused the democratic rights of the membership; and
 - (xiv) advise the Executive Board regarding the conduct of future elections.
- (g) The Election Committee has the authority to decide the validity of nominations in consultation with legal counsel.
- (h) The Election Committee must distribute a copy of the Election Campaign Rules to the membership with the Call for Nominations, and must enforce the following Election Campaign Rules:
- (i) Only Full Members and Background Extra Members in good standing are eligible to vote, nominate, or stand for election to their respective Union office. It is the member's responsibility to ensure that he/she is in good standing as of the deadline for nominations;
 - (ii) Candidates must observe a reasonable standard of courtesy and decorum at all times and must refrain from personal invective;
 - (iii) All candidates must have access to the following means of campaigning for Union office:
 - (a) Election Mail-out or electronic distribution: All candidates may submit a photograph, which must be printed in black and white, and a brief statement, not exceeding 250 words, to be included in the mail-out, electronic distribution or both of election ballots. The photo and statement must be submitted to the Union office on or before the deadline for the close of nominations or it will not be included in the mail-out, electronic distribution, or both. Any such statement that conforms to these length requirements, and is not defamatory, must be printed verbatim. If the Election Committee determines, in its sole discretion, that a candidate's statement fails to comply with the guidelines and time permits, the candidates must be allowed to revise their statements within a time set by the Elections Committee. If a statement is not revised to the satisfaction of the Elections Committee it will not be printed.
 - (b) All-Candidates Meeting: After the close of nominations and before the distribution of ballots, the Union must convene an assembly at which candidates must have an

opportunity to state their views and respond to questions from members. This meeting must not coincide with a General Membership meeting. Nominations must not be accepted from the floor. The Election Committee must conduct the meeting.

- (iv) Candidates, their representatives, or any individual are prohibited from using membership lists compiled by UBCP, ACTRA National, other ACTRA branches, and any other affiliated organizations, or derived from such lists. Candidates, their representatives, or any individual are prohibited from using any Union funds, Union resources, equipment, or facilities, or the services of Union staff for the purposes of campaigning. Candidates in breach of this provision are subject to disciplinary action that may include the forfeiture of an elected office and/or expulsion from Union membership;
 - (iv) No staff of the Union may work on any candidate's behalf, express a bias for or against any candidate, or provide confidential information to candidates for campaign purposes;
 - (vi) The Union must retain the services of an auditing firm, which must observe the nominations process, supervise the distribution of ballots, receive and count ballots, and report the results to the Election Committee. The auditing firm must not send ballot check-off lists to the Union office during the election period. The return address on the mailing envelope containing the ballot package must be the address of the auditing firm. Only ballots received by the auditing firm office, by the deadline stipulated in the voting documents, may be accepted as returned. The Election Committee is the sole liaison between the Union and the auditing firm, and directs staff in their communications with the auditing firm; and
 - (vii) Any request for recount must be received in the Union office within 7 days after the announcement of the balloting results. A recount may not be held unless the outcome of the balloting will be affected. For greater certainty, unless the number of spoiled ballots exceeds 2% of the votes cast or if the number of spoiled ballots exceeds the number of votes needed to change the outcome of the election, there may not be a recount ordered or allowed.
- (i) The nomination procedure is as follows:
- (i) The Call for Nominations must be distributed to all eligible Full Members and Background Extra Members in good standing, as applicable. Nominations must close 15 days after the Call for Nominations;
 - (ii) The Call for Nominations must specify and include:
 - (a) the offices up for election;
 - (b) the closing date and deadline for receipt of nominations;
 - (c) the address of the Union office;
 - (d) the facsimile (fax) number or designated e-mail address of the Union office; and
 - (e) a copy of the nomination form to be returned when completed.
 - (iii) The completed nomination form must be e-mailed, mailed, faxed, or delivered in person to the Union office and must be received by the Union by the close of business on the closing date of nominations; and
 - (iv) The nomination form must include the candidate's name, membership number, and signature; the name, membership number and signature of the nominator and seconder; the office sought by the candidate; and, the statement, "I affirm I will uphold the ACTRA Constitution and By-Laws and the By-Laws of the Union".
- (j) Provided the Union ensures that all members can participate in elections, and the integrity of the

election process is maintained as detailed in these Bylaws an electronic process may be utilized for all or a portion of the membership.

- (k) All elections for Officer positions require an absolute majority (50% plus 1) of valid ballots cast. A preferential balloting system will be utilized. Members must vote by ranking the candidates according to their order of preference, expressed numerically, with "1" being the first in order of the voter's preference. Voters may express a preference for any number of candidates, from one up to the total number of candidates, provided that no two candidates are given the same ranking (ballots received which have two candidates with the same ranking will be counted as spoiled). The candidate receiving the lowest number of votes after each ballot tally will be dropped. However for each subsequent ballot tally, ballots will continue to be assigned to the voter's next choice in order of ranked preference until one candidate receives an absolute majority. Where a ballot for a candidate receiving the lowest number of votes in a tally has no additional preference expressed, the ballot will no longer be counted as a valid ballot in subsequent tallies.
- (l) Destruction of the ballots may take place only after the expiration of the period set aside for any recount as per Article 16 (h) (vii). The auditing firm, under the direction of the Election Committee, is responsible for the destruction of all ballots.

ARTICLE 17 - ANNUAL GENERAL MEETING

- (a) Any Full Member may submit a motion, in writing, for consideration by the assembly at least 5 days in advance of the Annual General Meeting.
- (b) The Annual General Meeting of the Union must be held on the last Sunday of each July, or as soon as possible after the completion of the Audited Annual Financial Statements and the Auditors' Report for the preceding year. Members must be given at least 10 days written notice of the Annual General Meeting. In any case, the Audited Annual Financial Statements and the Auditor's Report must be presented no later than December 31st of each year.
- (c) At each Annual General Meeting, the members must receive and consider the report of the President and the Treasurer, and such other reports as deemed necessary by the Executive Board.
- (d) At each Annual General Meeting, the Union must appoint its Auditing Firm for the ensuing year.
- (e) At an Annual General Meeting or at a General Membership meeting, the Treasurer and/or his/her designate must present for the approval by the membership the Annual Operating Budget for the year.
- (f) The amount of the honorarium for members of the Election Committee must be set at the Annual General Meeting.
- (g) The Executive Board Compensation and Expense Policy must be approved at the Annual General Meeting.
- (h) Minutes must be kept of Annual General Meetings and be made readily available to members. The Minutes from the previous year's Annual General Meeting must be approved at the next General Membership meeting held directly following the Annual General Meeting.
- (i) The fiscal year of the Union will end on the 31st day of December.

ARTICLE 18 - MEMBERSHIP MEETINGS

- (a) General Membership meetings must be held not less than quarterly, with date, time and place set at the discretion of the Executive Board. Members must be given written notice of membership meetings at least 10 days in advance. Such notice must include the proposed agenda, and any other documents deemed necessary by the Executive Board.
- (b) There must be presented at a General Membership meeting, not less than quarterly, a report from the President and the Treasurer, as well as such other business that may be deemed necessary by the Executive Board. The President's report must include a summary of Executive Board and Union actions since the preceding General Membership meeting.
- (c) Special Membership meetings may be called at any time by resolution of the Executive Board or on written request of 50 Full Members to the Union office.
- (d) Members must be given written notice of Special Membership meetings at least 10 days in advance. All relevant materials available must be included along with the written notice, including the proposed meeting agenda.
- (e) Minutes must be kept of General and Special Membership meetings, with the exception of those called as information meetings and so designated. Minutes of General and Special Membership meetings must be made readily available to members.
- (f) A minimum of 30 Full Members constitutes a quorum at any membership meeting.
- (g) Apprentice Members and Background Extra Members may attend membership meetings with voice but no vote excepting always that the Chair and Caucus Executive of the Background Extra Caucus may vote at all membership meetings.

ARTICLE 19 - OBLIGATIONS AND DISCIPLINE OF MEMBERS

- (a) When working in the Union's jurisdiction, members must:
 - (i) act in a manner to protect and respect the integrity of the profession and their colleagues in the Union;
 - (ii) except where specifically authorized by the Union, audition and work only for engagers and producers with whom the Union or ACTRA have a collective agreement, and who have not been declared unfair engagers or producers;
 - (iii) except in the case of a charitable or similar production, where a waiver of fees or deferral has been agreed to by the Union, work at a rate or fee of not less than that prescribed in UBCP or ACTRA collective agreements;
 - (iv) work only with members in good standing of the Union or ACTRA or persons who have otherwise been authorized by the Union to work in its jurisdiction;
 - (v) work only under the terms of a written contract entered into prior to the engagement, where the agreement, code or schedule so provides; and
 - (vi) fulfill all contracts with engagers and producers and exercise professional conduct during the engagement by:
 - (a) appearing at all places of work at the appointed time;
 - (b) maintaining membership in good standing; and
 - (c) refraining from harassment of fellow members and employees of the Union.

Failure to abide by the above obligations may subject a member to discipline under these By-Laws.

- (b) Any charges alleging a violation of the ACTRA Constitution or By-Laws or the Union By-Laws, or any of the obligations contained in those documents, must be made in writing to the Chief Executive Officer, or other staff delegate as approved by the Executive Board from time to time, who will act as Discipline Officer. The discipline process must proceed as expeditiously as possible once the Discipline Officer has learned of the facts giving rise to the charge and has determined that the alleged facts support a charge. Copies of the charge must be filed with the Chair of the Discipline Committee.
- (c) The Discipline Officer may determine whether the alleged facts support a proper charge, or may refer the question of whether the facts support a charge to the Discipline Committee for a ruling. Prior to the Discipline Officer or Discipline Committee determining whether a charge is supported, both the person bringing the charge and the person charged shall be provided the opportunity for a fair hearing. Any decision by the Discipline Officer as to whether the alleged facts support a proper charge may be appealed to the Discipline Committee for a determination and the Discipline Committee may direct the Discipline Officer to turn down, or to file and proceed with the charges. The Discipline Committee may also rule on the appropriateness of the penalty to be imposed
- (d) The investigation and prosecution of charges against a member, the administration of discipline hearings, the disposition of charges and any appeals, are governed by a process similar to that set out in the ACTRA By-Laws, unless inconsistent with these By-Laws. Therefore, a member may exercise a final right of appeal to a discipline committee established by the National Council in accordance with the ACTRA By-laws. When the UBCP Discipline Committee has already made a determination regarding the charges or the penalty in accordance with (c) above, the member may appeal directly to a discipline committee established by the National Council.
- (e) Prior to a member exercising her/his right to bring a complaint to a Labour Relations Board alleging discrimination or lack of due process with respect to discipline, she/he will first exhaust the appeal procedures outlined in these by-laws and in the ACTRA By-laws.
- (f) The democratic principles of trade unionism and the principles of natural justice to which the Union subscribes require that every member is entitled to:
 - (i) be notified in writing of charges preferred against them;
 - (ii) an opportunity to be heard in their defense, and
 - (iii) a fair trial.

Only after such procedure has been followed can any penalty be imposed.

ARTICLE 20 - DISCIPLINE COMMITTEE

The Discipline Committee must be appointed by the Executive Board and consist of a minimum of 3 Full Members. The Discipline Committee Chair must be elected by the Discipline Committee members. No Executive Board member, Trustee of the Member Benefits Trust or member of the Board of Governors of the ACTRA Fraternal Benefits Society may serve on the Discipline Committee. The Discipline Committee will serve for a term, to run concurrent with the Executive Board that appointed it. If a vacancy occurs on the Discipline Committee, the Executive Board must appoint a Full Member who must agree to serve the remainder of the term, and must be approved by unanimous consent of the remaining members of the Discipline Committee. If a member of the Discipline Committee has a conflict of interest or bias in relation to a specific disciplinary matter the Executive Board must appoint an alternate member for that specific disciplinary matter.

ARTICLE 21 - BENEFITS

The Union may, in its discretion, establish, maintain, amend or terminate programs for the provision of benefits to members, such as: (1) health and welfare benefits, life insurance, dental care, accidental death and disability coverage, weekly indemnity benefits and extended health care; (2) a broad range of benefits and services to members that promote and protect the economic, social and professional interests of members; and (3) retirement benefits. Such programs for the provision of benefits may also be to the benefit of the member's spouse and family and employees of the Union.

ARTICLE 22 - 1996 SETTLEMENT AGREEMENT (Kelleher Document)

In the case of any inconsistency between these By-Laws and the 1996 Settlement Agreement, the 1996 Settlement Agreement governs.

ARTICLE 23 - SEVERABILITY

- (a) If any provision or part thereof of these By-Laws or the application of such provision or part thereof to any persons or circumstances be held invalid, the remainder of these By-Laws or the application of such provisions to persons or circumstances other than those to which it is held invalid will not be affected thereby.
- (b) Any motion or policy inconsistent with the general law or these By-Laws is of no force or effect.

ARTICLE 24 - INDEMNITY

The Union will make every effort to purchase the appropriate Directors and Officers Liability insurance.

ARTICLE 25 - DISSOLUTION

The Union may only be dissolved by a 2/3 (66.7%) vote of Full Members, such vote to be conducted by a mail referendum. Upon dissolution of the Union, the property and assets of the Union must be held in trust by an independent trustee appointed by the B.C. Federation of Labour, until such time as the Full Members, by a 2/3 (66.7%) vote of Full Members voting in a mail referendum, direct the trustee to dispose of the property and assets.

ARTICLE 26 - MEETING PROCEDURE

The Robert's Rules of Order Newly Revised will apply on all questions of procedure and parliamentary law.

ARTICLE 27 - BY-LAWS AND AMENDMENTS

These By-Laws may be amended by a 2/3 (66.7%) vote of Full Members voting in a mail referendum. Notice of a proposed amendment in the By-Laws must be given in writing to all Full Members at least 30 days prior to the date by which the ballots must be received. The wording of the proposed amendments must be

included in the notice. Should the Union move to an electronic form of voting, such method may be used for the purpose of conducting By-Law amendments.

Proposed amendments must not be submitted to Full Members in a referendum until the proposed amendment has been approved by a simple majority voting at a properly constituted membership meeting.

ARTICLE 28 - EFFECTIVE DATE

These By-Laws become effective immediately upon adoption by the membership.