



Constitution

Bylaws Working Rules & Regulations

**Regina Stage, Projection & Motion Picture Technicians
Local 295**

of the

International Alliance of Theatrical Stage Employees,
Moving Picture Technicians, Artists and Allied Crafts
of the United States, its Territories and Canada

**Regina, Saskatchewan, Canada
Chartered July 10th, 1913**

Adopted November 07, 2011

PREAMBLE

We, the Members of this Local, in order to develop and improve our working conditions; to establish and maintain a fair rate of wages; to insure the employment of our Members in the Theatres and places of amusement within our jurisdiction; to signify our willingness to accept wise, honourable, conservative mediation in all difficulties; and to secure to ourselves and posterity the benefits of such unity: do adopt and establish this Constitution.

If any errors, omissions or conflicts of this Locals' Constitution, By-laws and Working Rules occurs with the International Constitution and By-Laws, then the International ruling shall supersede.

Adopted at Regular Meeting June 24th, 1943.

Amendments approved May 24th, 1970

Amended October 30, 1979

Amended, Approved and Adopted July 1, 1996

Amended, Approved and Adopted May 8, 1999

Amended, Approved and Adopted Nov 30, 1999

Amended, Approved and Adopted Feb 2, 2002

Amended, Sept 11, 2011 Approved and Adopted Nov 7, 2011

I.A.T.S.E. Local 295

CONSTITUTION

Article One - NAME, AFFILIATION, JURISDICTION AND OBJECTS

Sec. 1.1 - The name of this organization shall be Regina Local Union No. 295, International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, AFL-CIO-CLC-SFL (hereinafter called the "Local").

Sec. 1.2 - This Local has been established and exists by virtue of a Charter issued by the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (hereinafter called the "Alliance" or "International") and pursuant to the Constitution and By-Laws of the International.

Sec. 1.3 - Jurisdiction of this Local shall embrace the Jurisdiction set forth in the Charter granted, and as more fully defined in Article Eighteen (18), Section Nine (9) and Ten (10) of the International Constitution. In the geographical area within the East and West boundaries of Saskatchewan and the 49th parallel 27 degrees.

Sec. 1.4 - This Local is dedicated to the principles of trade unionism. Its objectives are to unite all workers within its jurisdiction for the following purposes:

To improve their wages and hours of work, to increase their job security and better their working conditions.

To advance their economic, social and cultural interests.

To establish peaceful and harmonious relations between its members and their employers, and to increase the stability of the industry.

To assure full employment.

To promote and support democracy and free trade unionism.

To engage in such other activities as may be necessary or proper to strengthen the labour movement and to extend the process of collective bargaining throughout all trades and industries.

Sec. 1.5 - This Local shall endeavour to accomplish the foregoing purposes by organizing the unorganized, educating its membership, negotiating collective bargaining agreements with employers, securing progressive legislation, and by all other appropriate means within the International.

Article Two - MEMBERSHIP

Sec. 2.1 - Any person who is of legal age to engage in gainful occupation, that has resided in our jurisdiction for the length of time required by the Constitution and By-Laws of the I.A.T.S.E. is qualified to make application for membership.

Sec. 2.2 — Except in the case of organizing a new place of employment, requests for applications must be made in writing to the Secretary. Once this request is received, the Secretary will mail out the application forms. All applications for membership must be made on the official IATSE application form. Applications for membership will be considered at any Regular Meeting. Initiations of new members will be held at Regular meetings in September and March.

Sec. 2.3 - All apprentice applicants must sign and abide by the Rules and Regulations Governing Apprentice Members. (Regulations appear after By-Laws.)

Sec. 2.4 - The initiation fee shall be One Hundred Dollars (\$100.00), with a Fifty Dollars (\$50.00) nonrefundable deposit to be paid with the application. The balance to be paid within one year of initiation.

Sec. 2.5 - Should any application be rejected at the local level than all fees accompanying the application will be returned to the applicant.

Sec. 2.6 - All applications must be referred to the investigation Committee for investigation and report before being sent to the General Office for approval. The Committee will decide as to the applicant's capabilities, competency, and character, and report thereon to the Regular Meeting.

Sec. 2.7 - A set of questions which shall be uniform for all applicants shall be prepared by the chairman of the Investigation Committee, a copy of which is to be sent to out-of-town Applicants, to be filled in and returned to the Investigation Committee.

Sec. 2.8 - Applicants must receive majority vote at a Regular Meeting before being accepted as a member.

Sec. 2.9 - All applications for membership in the Local must be approved by the General Office of the International Alliance.

Article Three - TRANSFER FEE

Sec. 3.1 - The Transfer Fee for a member in Good Standing, from another I.A.T.S.E. Local into Local 295, shall be Fifty dollars (\$50.00).

Sec. 3.2 - Any member of another Local of this Alliance wishing to transfer his/her membership to this Local shall present his/her application as a new member together with a transfer card from the Local of which he/she was a member.

Article Four - HONOURABLE WITHDRAWAL

Sec. 4.1 - Any member of this Local who is in Good Standing, shall, upon request in writing, either delivered in person or by mail, to the Secretary, be granted an Honourable Withdrawal Card.

Sec. 4.2 - Before an Honourable Withdrawal Card will be granted the member must pay all debts they may owe this Local or the International Alliance, together with the current quarter's dues.

Sec. 4.3 - It is provided that any member who shall withdraw and seek re-instatement, up to two years, shall be required to pay all dues and assessments for the period they have been withdrawn and shall retain seniority. After two years they must apply as a new member.

Sec. 4.4 - Members holding a Withdrawal Card and committing any act or acts detrimental to the Good and Welfare of this Local shall be dealt with according to Article Nineteen (19), Section Eighteen(18), of the International Constitution and By-Laws.

Article Five – OFFICERS

Sec. 5.1- This Local shall have the following Officers: President, Vice President, Treasurer, Secretary, Senior Steward Stage, Senior Steward Film, Member at Large Stage and Member at Large Film, who must all be Members resident in the jurisdiction of this Local.

Sec. 5.2 - Offices of the Secretary and Treasurer may be combined at the discretion of the Executive Board.

Sec. 5.3 - The elected Officers listed in Sec. 5.1 shall constitute the Executive Board and Trial Board. The President shall be the Chair of these Boards.

Sec. 5.4 - The Trustee Committee will consist of three (3) Trustees. These Trustees shall be duly elected by the Membership.

Sec. 5.5 - The Sergeant-at-Arms shall be duly elected by the Membership.

Sec. 5.6 - The Delegates shall be duly elected by the Membership. Executive Members of the Local may also act as Delegates to the various conventions, seminars, and meetings in which the Local participates. Delegates from the Executive Board shall be decided by consensus at Executive Board Meetings. •

Sec. 5.7 - Every Officer shall be duly elected or appointed and shall represent this Local, work under the instruction and guidance of the Executive Board, abide by the dictates of this Local, and enforce a due observance of the Constitution, Bylaws and Working Rules.

Sec. 5.8 - Any Officer who misses two (2) consecutive Executive or General Meetings without just cause, or consistently neglects or refuses to perform their duties may, at the recommendation of the Executive Board and approval of the Members, be deemed to have abandoned their position.

Article Six - DUTIES OF THE PRESIDENT

The President shall:

Sec. 6.1 - Attend all meetings of this Local, call them to order at the time specified, and shall appoint all Officers (pro tem) in place of those absent.

Sec. 6.2 - Convene Special Meetings of this Local when he/she in his/her judgment deems it necessary, or as otherwise stipulated.

Sec. 6.3 - Have authority to call meetings of the Executive Board and appoint all committees and their Chairs.

Sec. 6.4 - Not make or second any motion or take part in any debate while in the Chair. He/she may only state the question for vote and initiate discussion on all agenda items. The President shall ensure that all Members wishing to speak are heard. He/she shall contribute to the discussion where appropriate. The President shall call the question when appropriate. The President shall not vote except in the case of an equal division of votes, the President shall cast the deciding vote, except in the case of election of Officers of the local.

Sec. 6.5 - Decide on all motions and questions of order and shall be final authority on all motions and questions of order. Any Member may appeal these decisions according to the International Constitution.

Sec. 6.6 - Be one of three signatories on monies and upon approval by the Executive Board have discretionary spending authority. All use of the Local's funds must stand the test of scrutiny of the Executive Board. The Treasurer shall audit all spending of the President.

Sec. 6.7 - The President may appoint Officers or call for a by-election when positions become vacant between elections.

Sec. 6.8 - Have all quarterly dues paid by the Local during his/her term. All working (check off) dues shall be reimbursed to the President annually. The President may accept further remuneration that the Local may set from time to time during his/her term of office.

ARTICLE SEVEN — DUTIES OF THE VICE-PRESIDENT

The Vice-President shall:

Sec. 7.1 - In the absence of the President, preside and perform all the duties of that Office.

Sec. 7.2 - Oversee the Health and Welfare, and Pension Plans of the Local.

Sec. 7.3 - In the case of a prolonged absence of the President the signing authority of the President may be conferred on the Vice-President.

Sec. 7.4: - Have all quarterly dues paid by the Local during his/her term. All working (check off) dues shall be reimbursed to the Vice-President annually. The Vice-President may accept further remuneration that the Local may set from time to time during his/her term of office.

ARTICLE EIGHT — DUTIES OF THE CAUCUS REPRESENTATIVES

Sec. 8.1 - Stage Caucus Representatives shall ensure that they represent all Stage, Projection and Engineer Members.

The Senior Stewards (Stage and Film) shall, within their respective Caucuses:

Sec. 8.2 - Address all misunderstandings/issues between Brother and Sister Members, Members and Employers, or other differences they may be called upon to address. The Senior Stewards shall call upon the Business Agent for any issues pertaining to the Employer and/or Collective Agreement. The Senior Stewards may also call upon the Business Agent for assistance and/or counsel in all matters. All issues must be reported to the Executive Board at the monthly Executive Meeting.

Sec. 8.3 - Provincial Legislation and the policy and procedures of the International and the Local will prevail when there are matters of disagreement. In the instance where legislation or policy does not clearly speak to the issue, the Executive Board and Business Agent shall be consulted. The decision of the Executive Board shall be upheld.

Sec. 8.4 - When in doubt they must call upon the President, who may convene a meeting of the Executive Board. At no time shall the Senior Stewards take any action that might result in serious controversy or negative repercussions to the Local without first consulting the Executive Board.

Sec. 8.5 - In conjunction with the Business Agent, ensure that anyone working in the jurisdiction of the Local and under a signed Local contract is properly permitted to do so. All documentation and authorization for these permits must be on file at the Local's office.

Sec. 8.6 - The Senior Stewards will have all quarterly dues paid by the Local during their term. All working (check off) dues shall be reimbursed to the Senior Stewards annually. The Senior Stewards may accept further remuneration that the Local may set from time to time during their term of office.

The Members at Large (Stage and Film) shall, within their respective Caucuses:

Sec 8.7 - Work in concert with the Senior Stewards in maintaining adherence to all rules, bylaws and policies. They shall also assist the Senior Stewards in investigating complaints and violations.

Sec. 8.8 - Be a source of information and guidance for current, new, and potential Members.

Sec. 8.9 - The Members at Large will have all quarterly dues paid by the local during their term. All working (check off) dues shall be reimbursed to the Members at Large annually. The Members at Large may accept further remuneration that the local may set from time to time during their term of office.

ARTICLE NINE — DUTIES OF THE SECRETARY

The Secretary shall:

Sec. 9.1 - Attend all General and Executive Meetings of this Local and record all the minutes of these meetings.

Sec. 9.2 - Read the minutes of the previous meeting of the same type. (General, Executive, etc.)

Sec. 9.3 - If the President and Vice-President are absent, call the meeting to order, assume the role of Chair and reassign the duties of Secretary, or reassign the duty of Chair for that meeting.

Sec. 9.4 - Oversee, until ordered otherwise by this Local, all books, papers, resolutions, seal of the Local and other documents pertaining to his/her office. The Secretary shall oversee all correspondence and ensure that copies of all letters sent/received on behalf of this Local are maintained. It shall also be the duty of the Secretary to ensure the preservation of ballots and all other records pertaining to the election for a period of two (2) years.

Sec. 9.5 - Oversee a record with each Member's name and address, inserted in such an order as to show when he/she was admitted, expelled, transferred, suspended or withdrawn. The Secretary should also ensure that a current version of this list be available at General Meetings.

Sec. 9.6 - Oversee the keeping of a book for the purpose of inserting all amendments or alterations to this Constitution, Bylaws, Working Rules; and also any Motion that is passed from time to time affecting the operation of this Local, disciplinary action or special action.

Sec. 9.7 - Conduct the candidates through the initiation ceremonies.

Sec. 9.8 - Upon the installation of his/her successor, transfer to him/her any and all property belonging to the Local that they have in their personal possession.

Sec. 9.9 - The Secretary shall be one of three signing authority signatures of the Local along with the President and Treasurer.

Sec. 9.10 - The Secretary will have all quarterly dues paid by the Local during his/her term. All working (check off) dues shall be reimbursed to the Secretary annually. The Secretary may accept further remuneration that the Local may set from time to time during his/her term of office.

Article Ten — DUTIES OF THE TREASURER

The Treasurer shall:

Sec. 10.1 - Oversee the keeping of a proper set of books which have been approved by this Local that will show clearly and correctly the financial status of this Local. The Treasurer shall approve any inspection of the books. The Local may employ office staff and/or a book keeper to assist the Treasurer in the task of maintaining the books and the filing of all financial documents of the Local.

Sec. 10.2 - Submit at each General Meeting a detailed report of the current financial status of this Local.

Sec. 10.3 - Oversee a record showing clearly the financial standing of each Member with regard to dues, fines and assessments.

Sec. 10.4 - Oversee the receiving and filing of all invoices, payouts, dues, fines, assessments, and any other monies due the Local.

Sec. 10.5 - Be answerable to this Local for all monies received and shall, when so ordered by this Local or Trustee Committee, render a statement of all monies received or paid out on account of this Local. When required by the majority of the Trustee Committee, pursuant to an order from this Local, pay over all monies in his/her possession and belonging to this Local.

Sec. 10.6 - Ensure that Members who are more than two (2) quarters in arrears are advised via registered mail that they may be expelled if payment is not received by the date provided. Expulsion will result in losing rights as a Member.

Sec. 10.7 - Oversee the deposit in the general account all monies accompanying applications for Membership until the applicant is either accepted or rejected; if accepted, it is to be accounted as part of the receipts. If rejected, it is to be immediately returned to the applicant.

Sec. 10.8 - Upon the installation of his/her successor, transfer to him/her any and all property belonging to the Local that they have in their personal possession.

Sec. 10.9 - The Treasurer shall be one of three signing authority signatures of the local along with the President and Secretary.

Sec. 10.10 - Ensure that all Members in Good Standing, both of Local 295 and Sister Locals, be deducted the appropriate percentage of gross wages (to be determined by the Membership from time to time) as working dues check off. Ensure that all Members are charged the appropriate quarterly dues. Ensure that the appropriate percentage of gross wages be deducted from all non-members. Ensure that Sister Local Members' RRSP and Health and Welfare employer's contributions be remitted to that Member's home Local or to the appropriate plan as per the Canadian International Office. All records of these transactions will be included in the duties specified in Section 10.1.

Sec 10.11 - Order and facilitate an Annual Audit of the books by a professional Certified Accountant. The Treasurer will also facilitate meetings with the Trustee Committee no less than twice per annum. At such meetings the books of the Local will be presented to the Trustee Committee for inspection. The Treasurer will also present the audited books to the General Membership annually.

Sec. 10.12 - The Treasurer will have all quarterly dues paid by the local during his/her term. All working (check off) dues shall be reimbursed to the Treasurer annually. The Treasurer may accept further remuneration that the Local may set from time to time during his/her term of office.

ARTICLE ELEVEN — DUTIES OF THE TRUSTEES

The Trustee Committee shall:

Sec. 11.1 - Be responsible for the general supervision of all property belonging to this Local.

Sec. 11.2 - On order from this Local demand access to all financial records from the Treasurer whenever the Trustees deem it necessary. However, no monies shall be drawn from any person or bank unless by special order of this Local.

Sec. 11.3 - Attend meetings called by the Executive Board and/or Treasurer in order to inspect the books.

Sec. 11.4 - All Trustees must together take part in an Annual Audit of the books, and attest to the accuracy of the books to the Executive Board or the General Membership when called upon.

Article Twelve — DUTIES OF THE SERGEANT-AT-ARMS

The Sergeant-At-Arms shall:

Sec. 12.1 - Attend all General Meetings of this Local.

Sec. 12.2 - Have charge of the door and admit only persons who are members of I.A.T.S.E. Members in Good Standing of another Local may be allowed entrance to a meeting of this Local.

Sec. 12.3 - Escort new initiates into the meeting hall.

Sec. 12.4 - Enforce compliance with all Rules and Regulations of this Local, under the direction of the Presiding Officer.

Sec. 12.5 - The Sergeant-At-Arms will have all quarterly dues paid by the local during his/her term.

Article Thirteen — DUTIES OF THE EXECUTIVE BOARD

The Executive Board shall:

Sec. 13.1 - Act for the Local and have authority to do any business that is urgent in the interim between General Meetings.

Sec. 13.2 - Report their actions to the Membership of the Local at the next General Meeting and be answerable for those actions.

Sec. 13.3 - Be responsible for all strategic planning, policy development and delegation of duties and tasks to the staff regarding the day to day operations of the Local. The Executive Board shall ensure that opportunities for full discussion and consultation of all matters pertaining to the strategic direction and policy development of the Local are made available to the Membership.

Sec. 13.4 - The Executive Board may employ staff to assist them in running the Local. The first employee will be known as the Business Agent, and all additional staff shall be supervised by them. The Business Agent shall ensure that the work of the staff of the Local adheres to the direction and planning of the Executive Board and meets the needs of the General Membership.

Article Fourteen — DUTIES OF THE DELEGATES

All Delegates shall:

Sec. 14.1 - Comply with Article Four (4) "Delegates" in the Constitution and Bylaws of the International Alliance.

Sec. 14.2 - Make a timely report to this Local covering any meeting or convention which they attended.

Sec. 14.3 - Be, at minimum, paid a per diem. Per diem shall be paid in the currency of the country that the Delegate is travelling. The amount of this per diem shall be revised from time to time by the Executive Board.

Sec. 14.4 - Delegates shall use the form of transportation that is most appropriate for the conference or meetings that they are being asked to attend. Should the Delegate wish to use their own vehicle for transportation, a mileage rate will be paid. The mileage rate will be the accepted rate used by the Saskatchewan Provincial Government.

Sec. 14.5 - Before any Delegates are sent to any conference, meeting, or convention, all estimated costs of such trip must be presented to the Executive Board for approval.

Article Fifteen — ELECTIONS

Sec. 15.1 - Officers of this Local shall be elected for a three (3) year term every three (3) years as hereinafter provided for, and shall be comprised of Members who have been in Good Standing in this Local for at least two years prior to nomination. They shall hold office until their successors are installed. No Member shall be elected to more than one (1) office, except in the instance as described in Sec 5.2.

Sec. 15.2 - Elections shall be held in December at the General Meeting. The election schedule will rotate in a three (3) year cycle. In year one (1), (beginning in 2011) the terms of President, Secretary, Senior Steward Film, Member at Large Stage, and Trustee 1 will be up for election. In year two (2), the terms of Vice-President, Treasurer, Senior Steward Stage, Member at Large Film, and Trustee 2 will be up for election. In year three (3), the terms of the Sergeant-at-Arms, Delegates, and Trustee 3 will be up for election.

Sec. 15.3 - First notice for Nominations shall be communicated electronically or via regular mail to all Members at least fifteen (15) days prior to the October General Meeting in any election year. This notice shall specify the time, date and place of the election and Elective Offices to be filled.

Sec. 15.4 - Second Nominations for the Elective Offices shall be called for at the October General Meeting. Third Nominations for the Elective Offices shall be called for at the November General Meeting. The list of the nominations so obtained shall be communicated electronically or via regular mail to all Members at least fifteen (15) days prior to the December meeting, when the elections shall be held.

Sec. 15.5 - At the November General Meeting the President shall appoint one (1) Judge and two (2) Tellers, who are Members in Good Standing who are not Candidates. It will be their duty to allow only Members who are in Good Standing to vote, see that there are no irregularities, and that all votes are legal and correctly counted.

Sec. 15.6 - Only Members in "Good Standing," as defined in the International Constitution Article 26, Section 4, may vote in meetings or elections.

Sec. 15.7 - Advanced polls shall be held within seven (7) days prior to the Election Day. Any Member voting by these means must have a justifiable reason to vote in the advanced polls. The method of casting votes shall be, by ballot in a sealed envelope not to be opened until the day of the election by the Election Judge.

Sec. 15.8 - Election of Officers shall be carried out by secret ballot at the December General Meeting. The Judge of the election will read to the meeting the results of each count. The Candidates receiving a majority of the votes cast shall be declared elected. The Officers so elected shall be installed at that time or at the earliest opportunity. In the event that no candidate receives a majority of the votes on the ballot, the candidate receiving the least amount of votes shall be dropped from each successive ballot.

Sec.15.9 - Officers appointed to fill a vacant position will complete the current term. The next election of that position will occur as scheduled. If the President calls for a by-election, such election must be held within sixty (60) days of the office left vacant.

Article Sixteen - FINES, DUES AND ASSESSMENTS

Sec. 16.1 - The dues of this Local shall be such as are decided upon from time to time in accordance with Article 18 herein.

Sec. 16.2 - Dues are payable quarterly, in advance, at the Regular meeting in January, April, July and October of each year. The treasurer shall notify by Registered mail all delinquent members before they are three months in arrears, and such cost shall be charged to that member.

Sec. 16.3 - Any member not paying his/her dues on the above dates, shall have no voice or vote in the proceedings of this Local and shall not be eligible to hold office. (See Article 10 section 10.4 Duties of the Treasurer). Members working under the jurisdiction of this Local not having paid their dues as outlined in sec. 2 above shall pay a fine amounting to Ten Dollars (\$10.00) per month, in addition to their regular quarterly dues. Such fine must be paid before the end of the quarter and before the quarterly receipt stamp is issued. Any member who has not paid up all dues and assessments by the first Regular Meeting at the start of the next quarter shall become suspended at that meeting.

Sec. 16.4 - Members may be expelled without trial for non-payment of dues and other financial obligations. In no event shall a member be expelled unless he/she has been delinquent for a period of more than Six (6) months and unless such member has been given at least Ten (10) days written notice, by Certified Mail directed to his/her home address as last entered in the records of the Local, that he/she will stand expelled unless full payment of his/her arrears is made within such Ten (10) day period.

Sec. 16.5 - Re-instatement or Readmission of Members.

Members who have been expelled from the Alliance for failure to pay financial obligations, may either be re-admitted as a new member or re-instated with their original initiation date for up to 12 months of arrears at the option of this Local, provided that the member who is re-instated with his/her original initiation date pays all of his/her back indebtedness, including such financial obligations as accrued during the period of his/her expulsion or withdrawal, as the case may be, both to the Local union and the International. Any other violation of the International Constitution and By-Laws and Consitution and By-Laws of any Local union can be re-admitted only as a new member.

Sec. 16.6 - Members who may be suspended for financial delinquency can be re-instated by paying all dues, fines and assessments that have accrued up to and from the time of suspension and by paying a reinstatement fee of Fifty Dollars (\$50.00), before they are Four (4) months in arrears. After Six (6) months the member may be expelled without trial. The member will be notified by registered mail directed to their home address as last entered in the records of this local notifying them that they will stand expelled unless payment of arrears is made within Ten (10) days. Members may be re-instated or admitted as new members at the option of this local, up to twelve (12) months subject to the above.

Sec. 16.7 - If the liabilities of this Local should exceed the receipts thereof, the deficiency shall be raised by an assessment upon each member, payable at a specified time and the total charged to the members dues.

Sec. 16.8 - If any assessment levied and to be paid at a specified time, is not paid when due, Five Dollars (\$5.00) shall be added to the assessment, and the total charged to the member as dues.

Sec. 16.9 - All fines collected as penalties for violation of any portion of this Constitution, By-Laws or Working Rules, shall be placed in the General fund of this Local.

Sec. 16.10 - All fines or payments on fines, as set by this Local, must be paid in full before the Quarterly Dues Stamps will be issued.

Article Seventeen - DISCIPLINE OF MEMBERS

Sec. 17.1 - All accusations and trials shall be conducted strictly according to the procedure as laid down in the whole of Article Sixteen (16) of our International Constitution and By-Laws.

Sec. 17.2 - All appeals shall be governed by the whole of Article Seventeen (17) of our International Constitution and By-Laws.

Article Eighteen – ALTERING OR AMENDING THE CONSTITUTION, BY-LAWS, WORKING OR STANDING RULES

No part of this Constitution shall be repealed, altered, amended or annulled, unless the proposed action is presented in writing, at a Regular Meeting, bfa member in Good Standing. Such proposition shall not be voted upon before the next Regular Meeting, at which time it will be the first order of business. The proposition to become law must receive two-thirds of the legal votes cast. All amendments to the Constitution, By-Laws or Working Rules must first receive the approval of the General Office before being declared adopted.

Article Nineteen - WAGE SCALE – CONTRACTS

Sec. 19.1 - Only those members designated by the local to act as the Negotiation Committee and acting as a group may negotiate for a Collective Agreement.

Sec. 19.2 - All Collective Agreements must be brought to the Local for ratification before being signed by Negotiators, after having been approved by the relevant caucus.

Article Twenty — PERMANENCY

This Local Union shall not dissolve while there are seven dissenting members, nor shall this Article of the Constitution be subject to any alteration or amendment whatsoever.

BY-LAWS

1. - Each Local union of this Alliance shall hold a Regular Meeting at least once each month, unless otherwise authorized by the International President. However, each Local union shall have the option of holding or not holding meetings during Three (3) consecutive summer months.
2. - Ten percent (10%) of the members plus three members of the Executive shall constitute a quorum for the transaction of all business at a Regular, Special or Caucus Meeting. (22/2/02)
3. - Special meetings of this Local may be called by the President, Executive Board, or at the written request of five members in Good Standing. The call shall state the business which is to be discussed. No other business shall be transacted at a special meeting except that for which it was specially convened. In addition, the president may from time to time call special interest Caucus meetings to deal with Collective Agreements and special interest business that does not relate to the membership as a whole. Any action decided upon at a Caucus meeting must be ratified at a regular or special meeting before being adopted.
4. - Any officer or member of a committee who, without good reason, misses two consecutive Regular Meetings or two consecutive Special Meetings or two consecutive Executive Board Meetings, shall have his/her office declared vacant.
5. - Any officer having charge of any books of this Local who fails to have them at the meetings, thereby causing delay, shall be fined Five Dollars (\$5.00) for each offence.
6. - Any member guilty of breach of decorum shall be fined One Dollar (\$1.00).
7. - Any member or officer of this Local, who, while trying to effect an engagement, or in conversation with any manager or member of a theatre staff, or any other person connected with the trade, maligns the character or capabilities of another member, upon being found guilty thereof, after trial, shall be fined, suspended or expelled, at the option of this Local.
8. - Conduct unbecoming a member or that which is contrary to trade unionism or that which could bring discredit to this Local or the Alliance shall be an offence against this local. Upon being found guilty thereof after trial, the offending member shall be liable to such penalty as the Local sees fit.
9. - Any member or members knowing of any other member violating any of the provisions of this Constitution, By-Laws or Working Rules, and not reporting same to the Business Manager(s), shall upon being found guilty thereof, after trial, be fined, suspended or expelled, at the option of this Local.
10. - Members, without permission from this Local, working for less than regular scale of wages shall be, upon being found guilty after trial, fined, suspended or expelled, at the option of this Local.

11. - Any member knowing of another member working below the regular scale of wages, and failing to report it to the Business Manager(s) immediately, shall be upon being found guilty thereof, after trial, be fined, suspended or expelled, at the option of this Local.

12. - Any member not collecting his salary in full when due, and failing to notify the Business Manager(s) within forty-eight hours, shall be fined, the fine not to exceed Ten Dollars (\$10.00). The Local will not be responsible for the collection of the back salary.

13. - No member shall be allowed to work a benefit of any kind without compensation, unless they have the sanction of the Business Manager(s). Violators of this By-Law shall, upon being found guilty thereof, after trial, be fined, the fine not to exceed One Hundred Dollars (\$100.00).

14. - No individual member, other than the respective Business Agent, or the duly elected Crew Representatives, may interpret and/or act upon his/her interpretation of any existing Collective Agreement. If any member has a question about the interpretation or enforcement of a Collective Agreement she/he must present this concern to the Executive Board who will pass a ruling on the interpretation of the clause in question.

15. - No member shall be allowed to work in a workplace that is declared unfair by this Local. However, no member shall leave their work in a workplace that has been declared unfair by this Local until notified to do so by the appropriate Business Agent.

16. - Any member patronizing any place of business that has been declared unfair by this Local shall be fined Ten Dollars (\$10.00) for each offence, upon being found guilty after trial.

17. - No member or members of this Local shall be called out on strike for any reason until all Regulations regarding strikes that have been passed by the Provincial and Federal Governments have been complied with. Every effort must be made to affect an amicable settlement of all disputes.

18. - No member of this Local shall furnish apparatus or parts of any kind, other than their personal tools, without permission of the Executive Board. Violators of this By-Law shall be fined, suspended or expelled, at the option of this Local, upon being found guilty after trial.

19. - Any members who reports for duty under the influence of intoxicants, or becomes so while on duty, or any member transacting any business of this Local who shall present themselves at, or in any workplace, under the influence of intoxicants, shall be fined, suspended or expelled, at the option of the Local.

20. - All members are required to register within Seven (7) days after moving, with the Secretary and the Business Manager, their address, telephone number, and other information that will assist these officers in locating them. A fine of Five Dollars (\$5.00) shall be imposed for failure to supply this information.

21. - Any member(s) of a committee who shall refuse or neglect to perform their duty shall be fined Ten Dollars (\$10.00).

22. - All Collective Agreements, regardless of where they are to be negotiated or who they affect, may be approved by this Local without consultation with all of the individual members concerned.

23. - Any member who fails to answer any communication from the office of this Local, where a specific answer is necessary or requested, within Seven (7) days from the receipt of the request, shall be fined Five Dollars (\$5.00).

24. - Members, at least 65 years of age with 25 years of membership in the Alliance may, at their option, be declared Retired Members provided they cease employment under the Local jurisdiction or under the jurisdiction of any other affiliated I.A.T.S.E. Local or the International. Retired Members shall have voice but no vote at union meetings and shall not be eligible to hold office.

RULES AND REGULATIONS GOVERNING APPRENTICES

1. - Applications for membership will be accepted at the discretion of the Local and in accordance with the Constitution and By-Laws of the LA.T.S.E., M.P.T. and A.A.C.

2. - Privileges of employment or preference of positions will be accorded all Local 295 members in order of their seniority and qualifications. Preference of employment shall then be given to members of sister Locals over permittees and non-members. Permittees shall have preference of employment over nonmembers.

3. - All apprenticeship periods shall consist of not less than one year and not more than two years. At the end of the apprenticeship period an examination board, made up of the officers of this Local plus two (2) senior members from the appropriate discipline, shall review the applicant's qualifications. Upon acceptance the applicant shall be added as a journeyman to the appropriate roster.

4. - All apprentice members shall pay the regular initiation fee and quarterly dues from the date of their acceptance into this Local.

5. - All apprentice members accepted by this Local are subject to the following conditions: Apprentice members shall be at the disposal of this Local at all times and shall receive instruction and practice when and where this Local shall direct.

If required, all apprentice members shall furnish this Local with their Birth Certificate or Certified copy of same.

All applicants shall appear before the Investigation Committee of this Local so that their educational qualifications and fitness may be determined.

I have carefully read and fully understand the above Rules and Regulations and, if accepted, agree to abide by the same.

Signed

Apprentice member, Local No. 295

WORKING RULES

Sec. 1. - A seniority list shall be established with Charter members listed alphabetically numbered from one (1). All other members are to receive consecutive numbers according to the date of initiation into Local 295. In the case of withdrawals, transfers or expulsions, the seniority number will be given from the date of reinstatement. When two or more numbers are initiated into this Local on the same date, seniority will be given alphabetically.

Sec. 2. - Privileges of employment or preference of positions will be accorded all members in the order of their seniority and qualifications. Hiring from the Film Roster for motion picture and video productions shall be based solely on being qualified for the position with no preference accorded to dates of initiation or seniority. Preference of employment shall then be given to members of sister Locals over permittees and non-members. Permittees shall have preference of employment over non-members.

Sec. 3. - All temporary vacancies that occur or are created on or after the adoption of these Working Rules shall be filled by the Business Manager from the seniority list.

Sec. 4. - Members who, at any time, cease to work as projectionists and/or stage hands may retain their seniority by paying all dues and assessments on the due date just the same as a working member of this Local.

Sec. 5. - Any members who become unemployed through the TEMPORARY CLOSING of the theatre where he/she has been regularly employed for a period of one year or more may replace a junior member in any other theatre until after a period of three months has elapsed.

Sec. 6. - No senior member who has been permanently employed for a period of one year or more and who becomes unemployed through no fault of his/her own, may replace a junior member until a period of three months has elapsed, so long as his place of employment is or was certified, and is or was under contract with this Local.

Sec. 7. - With the exception of the film roster, all new jobs must be bulletined by the Secretary. A bulletin must be sent to every member of Local 295. The bulletin must state that the new job and all subsequent jobs will be filled at the next Regular or Special Meeting.

Sec. 8. - All members must be protected against the blacklist, but any members who may be discharged for drunkenness or incompetence, or who knowingly and wilfully interferes with the performance or equipment of the employer or another member at the work place, or any other serious offence, and this Local finds after, thorough investigation, that the charge or complaint is well founded, then such member cannot expect or insist that this Local support them in the re-engagement with their former employer, nor can they insist upon any seniority rights or privileges.

Sec. 9. - Members of this Local shall not work relief in their own or any other theatre without the permission of the Business Manager, except in the case of an emergency. They must notify the Business Manager within twenty four (24) hours after working the engagement.

Sec. 10. - The Business Manager has the right to ask any member to work, at a rate set by this Local, for members of the Executive Board while they are on Local business.

Sec. 11. - Any member may ask for leave of absence for a period up to Three (3) months, and his/her job shall be filled by a relief member. However, for any period longer than Three (3) months, or if an extension of the Three (3) months is required, the request must be sent in writing to the Executive Board for their approval.

Sec. 12. - Any adjustment to any differences or technicality not plainly construed, or where difficulty might arise in the understanding of wage scale by the member, the decision of the Executive Board shall, at all times, be recognized as final.

Sec. 13. - No member shall be allowed to break-in or train, in any way, persons who are not accepted by this Local. Any member violating this rule shall be suspended or expelled, at the option of this Local.

Sec. 14. - Any member or members interfering with the Business Manager or any other officer while in performance of his duty, shall be fined, suspended or expelled, at the option of this Local.

Sec. 15. - Any member or members discharged for refusing to do work that is outside the terms of the Collective Agreement shall receive full support of this Local at all times.

Sec. 16. - Any member called to work any entertainment outside of the theatre shall receive such salary as set by this Local from time to time, •

Sec. 17. - Any condition which may arise, and which is not covered by this Constitution, By-Laws or Working Rules, shall be referred to the Executive Board for its decision.

STANDING RULES

— No business shall be taken up except in the regular order prescribed, unless on motion such irregularity shall be sanctioned by a majority of the members present.

— No motion shall be received or laid before this Local unless it has been moved by two members, neither shall it be open for discussion until stated by the presiding officer.

— When a question is before the meeting, no other motion shall be ordered except; (1) to adjourn; (2) to lay on the table; (3) the previous question; (4) to postpone; (5) to refer; (6) to amend; which motion shall have precedence in the order in which they are herein arranged. The first three shall be decided without debate, the fourth shall be decided without debate; unless it proposed to postpone for a definite period, in which case it shall be debatable.

— Resolutions, Amendments to the Constitution, By-Laws, Report Committee, and Charges against officers and members must, in all cases, be presented in writing, otherwise they shall not be considered.

— The mover of any verbal motion shall, upon the requisition of the chair, or two or more members, reduce it to writing.

— When the reading of any paper is called for, and objected to the question shall first be decided by vote.

— When blanks are to be filled in, and different sums and time are proposed, the question shall first be put on the larger sum and the longest time.

— When members speak on the floor, they shall rise and address the presiding officer and confine themselves strictly to the merits of the question under consideration.

— No member shall be interrupted while speaking, unless by the presiding officer, who may call the speaker to order and ask for a closer adherence to the subject and to avoid any conflicting personalities.

— No member shall be allowed to speak twice on the same subject without permission of the presiding officer.

— When two or more members rise at once, the presiding officer shall decide who shall speak first.

— On the call of any member for the question, the presiding officer shall put it to the meeting in this form: "Shall the main question be put now?" Until that is decided it shall preclude all amendments to the main question and all further debate shall cease.

— Any person who is not a member shall not be allowed at any of the meetings without the consent of this Local.

— All questions of order shall be decided by the presiding officer. But, in cases of appeal from his/her decision, the meeting shall determine without debate.

— No suspension of the rules shall be allowed unless so ordered by a majority of the members present.

— Any member entitled to vote may move for a division of the question when the sense of the same will permit it.

— In the absence of a Standing Rule to apply to question before this Local, recourse shall be had to Robert's Rules of Order.

— No subject of partisan or religious nature shall at any time be permitted in meeting chambers.

ORDER OF BUSINESS

Call to Order.

Roll Call.

Reading of Minutes of Regular, Special and subsequent Executive Board Meetings, (but not necessarily in that order).

Business arising out of the Minutes.

Applications for Membership, Balloting and Initiation of Candidates.

Report of the Business Agent(s).

Report of Special Committees and Delegates.

Report of the Finance Committee.

Report of the Treasurer, Bills.

Report of the Secretary, Communications.

Fines and Suspensions.

Paying of fines, dues and assessments.

Unfinished business.

New Business and Questions.

Nomination and Elections and Installation of Officers.

Good and Welfare.

Adjournment.