



**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2**

**BRANCH 300**

**UNION BYLAWS**

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## **1. NAME**

1.1 The name of the Union is SEIU Local 2 - Branch Local 300 Brewery, Winery, and Distillery Workers' Union.

## **2. OBJECTS OF THE UNION**

2.1 The objects of the Union are to:

- (a) attract to Membership:
  - (i) workers in the Brewing and Beverage Industries in British Columbia; and
  - (ii) any other persons whose Membership the Union has resolved would be beneficial to the Union;
- (b) regulate relations between employers and Members and other workers in bargaining units represented by the Union in collective bargaining;
- (c) improve wages, hours of work, and conditions of employment for Members and others represented by the Union;
- (d) promote, establish, administer or participate in benefit trusts or other assurance plans that are primarily for the purpose of providing health, welfare, pension, or other benefits to workers or the advancement of education or skills of Members;
- (e) protect and advance the economic well-being, general welfare, and rights of Members as workers and as citizens;
- (f) assist similar organizations of workers everywhere;
- (g) engage in legislative, educational, civic, political, welfare and other activities of the Membership of the Union;
- (h) promote the interests and equitable treatment of workers and the improvement of social conditions everywhere;
- (i) protect workers from discrimination under the Human Rights Code of British Columbia; and
- (j) regulate relations between employees and employers through collective bargaining.

## **3. DEFINITIONS USED IN THESE BYLAWS**

3.1 In these Bylaws the definitions in the following sections apply unless the context requires a different meaning.

3.2 "Annual General Meeting" means an annual general meeting of the Union held pursuant to these Bylaws.

3.3 "Applicant" means a person applying to be a Member of the Union.

3.4 "Application" means an application to become a Member of the Union made on a properly completed Application Form delivered to the Union.

3.5 "Application Form" means the form for an Application as provided in the Policies.

3.6 "Application Hearing" means an application hearing held pursuant to these Bylaws.

3.7 "Candidate" means a candidate for election as Officer.

3.8 "Charge" means a charge made against a Member for breach of duty pursuant to these Bylaws.

3.9 "Committee" means a committee of the Union established pursuant to these Bylaws.

3.10 "Constitution" means the constitution of the Service Employees International Union Local 2.

3.11 "Bylaws" means these bylaws as amended from time to time.

3.12 "day" means a calendar day.

3.13 "Delegate" means a delegate of the Union to another body elected or appointed pursuant to these Bylaws.

3.14 "Executive" means the executive board of the Union as set out in these Bylaws.

3.15 "Executive Meeting" means a meeting of the Executive.

3.16 "General Meeting" when used without qualification means an Annual General Meeting and a Special General Meeting.

3.17 "Grievance Board" means one or more persons designated under s. 11.10 of these Bylaws.

3.18 "Member" when used without qualification means a person who has become and remains a Member pursuant to these Bylaws, and who is not suspended from Membership.

3.19 "Notice" means written notice given or delivered by any, or any combination, of the following methods:

- (a) in person;
- (b) by pre-paid first-class mail to the mailing address shown in the Union's records;

- (c) by email or other means of electronic communication to an address, number, or other identifier for the recipient appropriate to the means of communication included in the records of the Union; or
- (d) by posting a notice on workplace notice boards at all workplaces where Members or the class of Members work,

and where the notice is to be given to all Members or all of a group of Members, may be given at a General Meeting of the Union by

- (e) Resolution passed, or
- (f) announcement made by the chair of the meeting and recorded in the minutes.

3.20 "Office" means the position of an Officer.

3.21 "Officer" means a person elected or appointed to the Executive.

3.22 "Plant" means a bargaining unit represented by the Union.

3.23 "Plant Meeting" means a meeting of the Members of a Plant.

3.24 "Register of Members" means the register of Members established and maintained pursuant to these Bylaws.

3.25 "Region" means a region under section 5.1 of these Bylaws.

3.26 "Regional Meeting" means a meeting of the Members employed at all Plants in a Region.

3.27 "Regional Vice President" means the Vice President of a Region, or a specific Region when specified (such as "Region 2 Vice President").

3.28 "Resolution" when used without qualification means according to the context, either:

- (a) a resolution passed by a simple majority of Members present and voting on the resolution at a General Meeting;
- (b) a resolution either passed by a simple majority of the Executive present and voting at an Executive Meeting or made in writing signed by all of the Executive.

3.29 "Policy" has the meaning stated in section 15.3 of these Bylaws.

3.30 "Special General Meeting" means a General Meeting other than an Annual General Meeting, held pursuant to these Bylaws.

3.31 "Special Resolution" means a Resolution with not less than 10 days' Notice and passed by a two thirds majority of the Members.

3.32 "Trial" means the trial of a Member conducted pursuant to these Bylaws.

3.33 "Trial Board" means a trial board of the Union established pursuant to these Bylaws.

3.34 "Union Seniority" means the seniority of Members in the Union as determined pursuant to these Bylaws.

3.35 "Withdrawal" means the act of taking out a Withdrawal Card.

3.36 "Withdrawal Card" means a withdrawal card under sections 7.10 and 7.11 of these Bylaws.

#### **4. INTERPRETATION OF THESE BYLAWS**

4.1 In these Bylaws,

- (a) when used without qualification, words in the singular include the plural, and words in the plural include the singular;
- (b) words signifying female or male include all genders;
- (c) "shall" is used in the imperative sense;
- (d) if a word or expression is defined, other grammatical forms of the same word or expression have corresponding meanings; and
- (e) headings are used only for convenience of reference and are not part of these Bylaws and shall not be used as aids to interpretation of these Bylaws.

4.2 The President shall decide any dispute that arises as to meaning or application of these Bylaws.

4.3 If these Bylaws are inconsistent with the Constitution, the Constitution prevails.

4.4 A notice pursuant to these Bylaws that is sent by the Union to a person by mail, email or other electronic means of communication fax is deemed to have been given three days after it is sent.

#### **5. REGIONS**

5.1 The Union shall be composed of the following Regions:

- 1 – Vancouver Island
- 2 – Lower Mainland
- 3 – Okanagan-Kootenays
- 4 – Northern British Columbia



## **6. POWERS OF THE UNION**

6.1 The Union may take any action intended to be in furtherance of its objects that is not contrary to these Bylaws.

6.2 Without limiting the generality of the foregoing, the Union may:

- (a) engage in political, educational, social, cultural, financial and charitable activities;
- (b) create societies, trusts, and other forms of association;
- (c) borrow and lend money and give or take security therefor;
- (d) guarantee the financial obligations of a person and give security therefor;
- (e) receive and make gifts;
- (f) enter into contracts including leases;
- (g) buy, sell, exchange, develop, and mortgage property; and
- (h) employ persons.

6.3 The Union shall not discriminate against any person on the grounds of their Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age, or any other ground included in the *Human Rights Code* of British Columbia.

## **7. BECOMING A MEMBER**

### **Application for Membership**

7.1 A person whom this Union represents or seeks to represent in collective bargaining or attract to Membership may apply to become a Member.

7.2 An Applicant must:

- (a) truthfully complete an Application Form;
- (b) deliver the completed Application Form to the Union; and
- (c) comply with any Policies concerning Applications.

7.3 By completing an Application Form, signing it and delivering it to the Union, an Applicant agrees that, if accepted as a Member, they will be bound by these Bylaws.

7.4 The Executive shall consider every Application that complies with the Policies.

7.5 The Executive may grant Membership to:

- (a) an Applicant;
- (b) any person already employed at a Plant upon certification; or
- (c) any other person the Executive considers appropriate for Membership under section 2.1(a)(ii).

7.6 The Executive may, for reasonable cause, refuse Membership to an Applicant.

### **Refusal of Membership**

7.7 Without limiting the generality of the foregoing, the fact that an Applicant has:

- (a) crossed a picket line of any union or other organization of workers, in the course of their employment or to assist an employer in the furtherance of a labour dispute, other than when under a legal duty to do so;
- (b) accepted employment or volunteered to work as a replacement for an employee not at work due to a strike, lockout or other work stoppage, other than when under a legal duty to do so;
- (c) acted to interfere with the efforts of any union or other organization of workers from representing workers;
- (d) not paid all outstanding dues from a previous Membership; or
- (e) previously been terminated from Membership by a Trial Board.

will, in the absence of justification acceptable to the Executive, constitute reasonable cause to refuse Membership to an Applicant.

7.8 If the Executive considers that reasonable cause may exist to refuse Membership to an Applicant, the Executive shall give the Applicant Notice of:

- (a) the reasonable cause that the Executive considers may exist;
- (b) the facts on which the Executive's consideration is based; and
- (c) the Applicant's right to request an Application Hearing before the Executive to provide information and make submissions regarding their Application.

7.9 An Applicant may request an Application Hearing before the Executive to provide information and make submissions regarding their Application, as set out in sections 21.1 to 21.8.

## **Withdrawal Cards**

7.10 Within 12 calendar months of ceasing to become a Member, a person who pays any administrative fee provided in the Policies may apply for a Withdrawal Card in accordance with the Policies.

7.11 A Withdrawal Card entitles its holder to:

- (a) accumulate Union Seniority from the date their Membership ceased;
- (b) return to the Union's dispatch list when the Withdrawal Card is issued; and
- (c) return to Membership upon dispatch to a Plant.

## **Suspended Persons**

7.12 A person whose Membership was suspended due to discipline under these Bylaws resumes Membership upon the end of the suspension.

7.13 A person whose Membership was suspended due to Withdrawal resumes Membership upon re-employment through Union dispatch.

## **8. MEMBERSHIP MEETINGS**

### **Meeting Format**

8.1 General, Regional, and Plant Meetings may be held entirely in-person, or entirely or in part by audio- or video-conference that permits those attending by audio- or video-conference to hear and speak at the meeting and to vote.

8.2 All General Meetings, Plant Meetings and Regional meetings are Membership meetings.

### **Regional Meetings**

8.3 Regional Meetings shall be called at the discretion of the Executive.

8.4 Notices stating the date, time and place of each Regional Meeting shall be posted not less than four days in advance, but the Executive may cancel or postpone a Regional Meeting at any time.

### **Plant Meetings**

8.5 Each Plant Committee shall hold at least one Plant Meeting per calendar year for their Plant.

8.6 Notices stating the date, time and place of each Plant Meeting shall be posted not less than four days in advance, but the Plant Committee may cancel or postpone a Plant Meeting at any time.

### **General Meetings**

8.7 The Executive shall set the quorum for General Meetings.

8.8 The chair of a General Meeting shall be

- (a) the President; or
- (b) if the President is unavailable, the Region 2 Vice President; or
- (c) if neither of the above Officers are available, an Officer designated by the Officers present.

### **Annual General Meetings**

8.9 The Executive shall hold an Annual General Meeting at least once per calendar year at a time and place it determines.

8.10 The Executive shall provide not less than 30 days' Notice to the Members of the date, time and place of each Annual General Meeting.

8.11 The Executive may postpone an Annual General Meeting if the Executive notifies the Members not less than three days before the scheduled date in the same manner as Notice of the meeting was given.

8.12 The Executive shall not postpone consecutive Annual General Meetings.

8.13 The order of business at Annual General Meetings shall be determined by the chair, with due regard to the Constitution.<sup>1</sup>

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<sup>1</sup> As of March 8, 2024, the Constitution states

9.20 The agenda for all regular meetings shall be:

- (a) Calling of meeting to order
- (b) Roll Call of Officials
- (c) Reading of Minutes of previous meetings;
- (d) Officer's reports
- (e) Initiation of new members
- (f) Report of delegates
- (g) Unfinished Business
- (h) For the Good and Welfare of the organization
- (i) Adjournment

## **Special General Meetings**

8.14 A Special General Meeting may be called by:

- (a) the President;
- (b) a Resolution of the Executive; or
- (c) a petition of 25% of Members;

and must specify in writing the business and the text of any Resolution proposed for the meeting.

8.15 The Executive shall give the Members not less than three days' Notice of a Special General Meeting. The Notice must specify the date, time and place of the Special General Meeting, as well as the business to be conducted. A motion to amend the Notice is permitted only if it does not change the substance of the motion, as determined by the chair of the meeting.

8.16 Only business that is specified in the Notice of the Special General Meeting may be conducted at the Special General Meeting.

## **Sergeant-at-Arms**

8.17 The chair of a Union meeting may appoint one or more Sergeant-at-Arms to assist with conducting that meeting, including to

- (a) ensure only Members are admitted and report any non-Members to the chair;
- (b) maintain order during the meeting; and
- (c) escort Members from a meeting when directed to do so by the chair.

## **9. RIGHTS & DUTIES OF MEMBERS**

### **Rights**

9.1 Every Member may participate in the affairs of the Union pursuant to these Bylaws and shall observe, uphold, and support the decisions and actions of the Union.

9.2 A Member may:

- (a) attend, speak, make motions, second motions, and vote at:
  - (i) General Meetings;
  - (ii) Plant Meetings for their Plant; and
  - (iii) Regional Meetings for their Region;

- (b) vote in all Union elections for which they are a constituent; and
- (c) become an Officer and otherwise participate in the Union pursuant to these Bylaws; provided they meet any eligibility requirements under these Bylaws.

9.3 A Member may on reasonable Notice to the President:

- (a) inspect during regular business hours the minutes of General Meetings; or
- (b) inspect their personal information.

9.4 The Executive shall maintain a record of the Union Seniority of every Member.

#### **Duties**

9.5 A Member shall:

- (a) abide by these Bylaws and Policies of the Union;
- (b) advise the Union promptly of any change in their name, telephone number, and address or email address, and of any change in circumstances affecting their right to Membership;
- (c) pay all dues, fees and assessments payable by them pursuant to these Bylaws and authorize their payment by payroll deduction; and
- (d) cooperate with the Union in the grievance process.

9.6 A Member is deemed to know these Bylaws.

#### **Discipline restricted**

9.7 Every Member, before being disciplined by the Union, is entitled to a fair hearing including:

- (a) prompt notification in writing of the Charge made against them; and
- (b) an opportunity to be heard in their defence.

9.8 The Union shall not impose any penalty on a Member except pursuant to the discipline procedures in these Bylaws.

9.9 The Union shall not impose any discipline except for a breach of duty under these Bylaws.

#### **Breach of duty**

9.10 A Member may be disciplined for any breach of duty under these Bylaws.

9.11 Without limiting the generality of the foregoing, a breach of duty under these Bylaws is committed by any Member who:

- (a) violates any provision of these Bylaws or the Policies;
- (b) commits acts which jeopardize, or are detrimental to, the welfare of the Union;
- (c) obtains, or assists another person to obtain, Membership through fraudulent means or by misrepresentation;
- (d) reveals, without proper authorization, information confidential to the Union to anyone not entitled to it;
- (e) makes a Charge without reasonable grounds for believing the Charge to be true;
- (f) crosses a picket line of the Union or any union or organization of workers when under no legal duty to do so;
- (g) attends at work when under no legal duty to do so because a lawful work stoppage is then taking place, whether or not a picket line is established;
- (h) works as a replacement for an employee not at work due to a strike, lockout or other stoppage when under no legal duty to do so;
- (i) instigates, encourages, or participates in labour action related to the Union in some way but not authorized by the Union;
- (j) fails to pay when due, the dues, fees, assessments, or fines levied by the Union or fails to authorize their payment by payroll deduction;
- (k) commits a fraud in a Union election, or otherwise interferes with, or attempts to interfere with, the rights of a Member provided for in these Bylaws;
- (l) attempts to bring about the withdrawal from the Union of any Member, or group of Members, in any way other than through procedures set out in these Bylaws;
- (m) publishes or circulates, orally or otherwise, false reports or deliberate misrepresentations concerning the Union or any Member in respect to any matter connected with the affairs of the Union;
- (n) works in the interest of any organization competing with the Union in a manner which is detrimental to the Union;
- (o) unlawfully receives or misappropriates any property of the Union;
- (p) removes or retains, without proper authorization, any monies, books, papers or other property belonging to or in the possession of the Union;
- (q) attempts, by the use of coercion or intimidation of any kind, to cause a Member to refrain from carrying out their obligations, or exercising their rights under these Bylaws;
- (r) uses, without authority, the name of the Union for soliciting funds or advertising;
- (s) wrongfully interferes with or refuses to cooperate reasonably with any Member,

Officer, or any other authorized representative of the Union, in the discharge of their duties under these Bylaws;

- (t) destroys, mutilates, conceals or erases without authorization any property of the Union including any books, records, bills, receipts or vouchers;
- (u) assists any organization in attempting to displace or take over any part of the Plants or Membership;
- (v) makes a false statement in their Application;
- (w) settles or attempts to settle a grievance without involving their Shop Steward or the Union;
- (x) fails, without reasonable explanation, to fulfil their duties as an Officer; or
- (y) refuses to appear or fails to appear, without reasonable excuse, as a witness before a Trial Board, or provide answers or documents in their possession to a Trial Board which the Trial Board considers relevant to a matter before it.

## **10. CEASING TO BE A MEMBER**

10.1 A Member ceases to be a Member upon:

- (a) delivery of their resignation in writing to the Union;
- (b) suspension of their Membership by discipline or Withdrawal;
- (c) termination of their Membership;
- (d) ceasing to have a right of recall at a Plant;
- (e) failure to pay any money due to the Union within 75 days of its due date, unless:
  - (i) caused by the delay or failure of their employer to remit deducted dues; or
  - (ii) the Executive extends the time for payment; or
- (f) becomes employed in a position excluded from the definition of an employee under the applicable labour legislation, except as permitted in a collective agreement to which the Union is a party.

## **11. REPRESENTATION & COMMITTEES**

### **Regional Vice Presidents**

11.1 Each Region shall be represented by a Regional Vice President as follows:

- (a) a Region with least 40 Members shall elect a Regional Vice President;
- (b) if a Region's Membership falls below 40 Members for three consecutive calendar months its Regional Vice President Office shall cease to exist, and the Region shall



be serviced by another Regional Vice President as determined by the Executive.

- (c) if a Regional Vice President Office is re-established and its former Regional Vice President's original election term:
  - (i) has not expired, that person shall continue as Regional Vice President for the remainder of that term; or
  - (ii) has expired, an election must be held under these Bylaws.

### **Regional Representatives**

11.2 Regions shall be represented by Regional Representatives as follows:

- (a) a Region with at least 150 Members shall elect a Regional Representative;
- (b) if a Region's Membership falls below 150 Members for three consecutive calendar months, its Regional Representative Office shall cease to exist; and
- (c) if a Region Representative Office is re-established and its former Regional Representative's original election term:
  - (i) has not expired, that person shall continue as Regional Representative for the remainder of that term; or
  - (ii) has expired, an election must be held under these Bylaws.

### **Plant Committees**

11.3 Each Plant shall be represented by a Plant Committee as follows:

- (a) a Plant with at least 40 Members shall elect a Plant Committee of up to three Members at that Plant.
- (b) the Executive shall close a Plant Committee if its Membership falls below 40 for three consecutive calendar months.
- (c) if a Plant Committee is re-established and its former election term has:
  - (i) not expired, the former Plant Committee shall continue for the remainder of that term; or
  - (ii) expired, an election must be held under these Bylaws; and
- (d) a Plant with less than 40 Members shall be represented by either one or two Plant Stewards, as determined by the Executive.

11.4 The term of each elected Plant Committee member shall be three years and elections shall coincide with Officer elections under section 13.8.

11.5 A Plant Committee shall:

- (a) process the Plant's grievances and potential grievances;

- (b) refer grievances to the Grievance Board, if not resolved at the Plant Committee level;
- (c) implement and promote adherence to these Bylaws and the Policies of the Union;
- (d) inform the Plant of any amendments or new Policies, including at two subsequent Plant Meetings;
- (e) negotiate and engage in collective bargaining with the Plant employer;
- (f) solicit proposals and input from Members of the Plant;
- (g) organize Plant Meetings;
- (h) in the event of joint bargaining, co-operate with other Plant Committees;
- (i) assist in resolving differences between Members, and seek the assistance of their Regional Vice President or the President to resolve disputes when required;
- (j) involve the Executive or Grievance Board in any decision that may impact other Plants or the Union as a whole; and
- (k) post on Plant bulletin boards the Union's Notices and communications to Members.

11.6 A Plant Committee may, in the course of its duties:

- (a) investigate and gather information;
- (b) involve or communicate with Shop Stewards, Members, and other relevant persons; and
- (c) make recommendations to the Grievance Board.

### **Shop Stewards**

11.7 Each Plant shall elect one Shop Steward from the Members at the Plant, unless the Executive authorizes the Plant to elect additional Shop Stewards, up to a maximum of four per Plant.

11.8 The term of each elected Shop Steward shall be two years. Shop Steward elections shall be held in 2025 for terms commencing January 1, 2026, and then be held every two calendar years thereafter.

11.9 Shop Stewards shall:

- (a) ensure that only Members are employed in their respective Plant;
- (b) promptly assist with potential grievances at the Plant, and report these to the Plant Committee;
- (c) assist the Plant Committee in providing Notice of Plant meetings to Members at the Plant;

- (d) assist any Officer in the carrying out their duties; and
- (e) assist in resolving differences between Members and refer any unresolved differences or concerns to the Plant Committee.

### **Grievance Board**

11.10 The Grievance Board is composed of the Executive of the Union unless the Executive appoints one or more persons to act as the Grievance Board. The power to appoint a Grievance Board includes the power to remove any person from the Grievance Board.

11.11 The Grievance Board shall, for every grievance:

- (a) ensure there is a reasonable investigation; and
- (b) decide whether to refer to arbitration or other form of dispute resolution.

11.12 No grievance of the Union or an employee in a Plant shall proceed to arbitration except by resolution of the Grievance Board.

11.13 If the Grievance Board declines to refer a grievance to arbitration, a Member uniquely impacted by that decision may request a review by the Executive.

11.14 The Grievance Board may, in the course of its duties:

- (a) support or participate in any Plant Committee's grievance process;
- (b) obtain additional information;
- (c) involve or communicate with Shop Stewards, Members, and other relevant persons;
- (d) retain legal counsel and other professionals;
- (e) identify grievance trends and make training recommendations; and
- (f) take other action that the Grievance Board considers appropriate to complete its duties.

### **Safety Committees**

11.15 Each Plant shall elect a Safety Committee of up to three Members per Plant as determined by the Executive, in accordance with and subject to the *Workers Compensation Act* and its regulations.

11.16 The term of each elected Safety Committee member shall be two years and elections shall coincide with Shop Steward elections under section 11.8.

11.17 Safety Committees shall:

- (a) perform all duties required by the *Workers Compensation Act*;

- (b) participate in the Plant's joint health & safety committee;
- (c) provide minutes of joint health and safety meetings to the Union; and
- (d) assist in identifying and reporting unsafe or unhealthy conditions to the Plant employer.

### **Other Committees**

11.18 The Executive may:

- (a) establish Committees that it considers will assist in the administration, or further the objects of the Union;
- (b) appoint Members to serve on Committees, provided they have been Members continuously for at least one year preceding the appointment or since their Plant was certified; or
- (c) dissolve a Committee.

11.19 Each Committee shall select a Chair from its members who shall report on behalf of the Committee to the Executive.

### **Delegates**

11.20 The Executive may appoint Delegates from the Membership and give directions as to their role and activity when serving as a Delegate.

11.21 Delegates shall:

- (a) represent the Union to or at other organizations; and
- (b) follow the Executive's directions.

## **12. THE EXECUTIVE**

### **Composition of the Executive**

12.1 The Executive is comprised of the Officers of the Union:

- (a) President;
- (b) Secretary Treasurer;
- (c) Recording Secretary;
- (d) Regional Vice Presidents; and
- (e) Regional Representatives.

### **13. BECOMING AN OFFICER**

#### **Eligibility**

13.1 Only Members may be Candidates.

13.2 A Member may be a Candidate if:

- (a) they have been a Member continuously for at least one year prior to nomination, or if the Plant was certified within that year, then the duration of the Plant's certification;
- (b) they are nominated by another Member at a General or Regional Meeting at which the nomination of Officers is held; and
- (c) they accept the nomination:
  - (i) in person; or
  - (ii) in writing and have it presented at the meeting.

13.3 No Member may be a Candidate for, or hold, more than one Office at one time.

13.4 An Officer may be elected to another Office but when the term commences their prior Office expires.

#### **Election and Term of Officers**

13.5 An Officer's term of Office is three years unless an Officer is elected or appointed to fill a vacancy.

13.6 If there is only one Candidate for an Office, the Candidate is elected by acclamation.

13.7 The nomination of:

- (a) President, Secretary Treasurer, and Recording Secretary shall be held at an Annual General Meeting or Regional Meeting; and
- (b) Regional Vice Presidents and Regional Representatives shall be held at a Regional Meeting of the corresponding Region;

and the Executive shall conduct the votes prior to the end of that calendar year.

13.8 Officer elections shall be held in 2024 for terms commencing January 1, 2025, and then every three calendar years thereafter.

13.9 If any Office is vacant, the President may:

- (a) call for nominations and hold an election to fill the vacancy; and

- (b) the President may appoint another Officer to carry out the duties of the vacant Officer:
  - (i) for the balance of the term; or
  - (ii) until a replacement is elected;but the Executive may modify any such appointment.

13.10 The Region 2 Vice President shall, in the absence of the President, perform the President's duties and exercise the President's powers.

#### **14. EXECUTIVE MEETINGS**

14.1 The Executive shall meet quarterly or as the Executive considers necessary.

14.2 The quorum at an Executive Meeting is five Officers.

14.3 An Executive Meeting may be held entirely in-person, or entirely or in part by audio- or video-conference that permits those attending by audio- or video-conference to hear and speak at the meeting and to vote.

14.4 The procedure at Executive Meetings shall be in accordance with any applicable Policies of the Union and otherwise as determined by the chair for the fair and efficient conduct of business.

14.5 The President or, if the President is unavailable, the Region 2 Vice President, is the chair of an Executive Meeting. If neither the President nor the Region 2 Vice President is present at an Executive Meeting then the Officers present shall elect one of those present to be the chair.

14.6 The chair of an Executive Meeting may make a motion or vote on any motion.

14.7 In the event of a tie vote at an Executive Meeting, if the chair:

- (a) has voted, the chair's vote shall be determinative; or
- (b) has not voted, the chair shall then cast a vote.

#### **15. DUTIES & POWERS OF THE EXECUTIVE**

15.1 The Executive is the governing body of the Union when the Union is not in General Meeting.

15.2 The Executive may exercise all of the powers of the Union, except as restricted by these Bylaws.

15.3 The Executive must adopt Policies for:

- (a) elections and secret balloting procedures;
- (b) quorums at Membership meetings;
- (c) hiring hall and dispatch procedures;
- (d) Withdrawal Cards; and
- (e) Union Seniority.

15.4 The Executive may adopt and amend Policies for any matter it considers necessary for the efficient and consistent administration of the Union pursuant to these Bylaws.

15.5 The Executive shall designate an Officer, personally or through the supervision of others, to:

- (a) present all correspondence they consider significant to the business of the Union to Executive Meetings and General Meetings;
- (b) file documents as required by the British Columbia Labour Relations Board or other statutory authority; and
- (c) ensure that information from the Register of Members is kept confidential, and used or disclosed only as necessary for Union business.

15.6 The Executive shall act as, or appoint, a Grievance Board under section 11.10 of these Bylaws.

15.7 The Executive shall make these Bylaws available to a person when they become a Member.

## **16. DUTIES & POWERS OF OFFICERS**

### **General**

16.1 An Officer has all the rights and duties of a Member.

16.2 An Officer shall attend all Executive Meetings, unless they have a reasonable excuse.

16.3 An Officer who fails to attend two consecutive Executive Meetings without reasonable excuse, or 50 percent of the Executive Meetings in a calendar year without reasonable excuse, may be removed from Office by Resolution at an Executive Meeting.

16.4 The Secretary Treasurer shall reimburse Officers for expenses that are necessary, reasonable, and personally incurred in the performance of their duties.

## **President**

16.5 The President shall chair the Executive and General Meetings and shall administer the affairs of the Union between meetings of the Executive as directed by the Executive, except when the President is unavailable.

16.6 The President may assign duties to Officers in accordance with or furtherance of these Bylaws.

16.7 The President may participate in or sit on any Committee, including rights to attend, speak, and vote.

16.8 The President shall present the report of the Executive to General Meetings.

16.9 The President's terms of remuneration shall be determined by the Executive from time to time.

## **Secretary Treasurer**

16.10 The Secretary Treasurer shall:

- (a) maintain or supervise the maintenance of all financial records of the Union;
- (b) authorize the payment of the budgeted periodic expenditures of the Union;
- (c) collect and deposit or supervise the collection and deposit of all revenues of the Union;
- (d) provide written Notice to all Members who are in arrears;
- (e) produce any financial records of the Union to the Executive on its demand;
- (f) provide monthly statements of income and expenditures at Executive meetings;
- (g) arrange for any compilation engagement, review engagement or audit of the Union, and provide all relevant information to the person conducting the compilation engagement, review engagement or audit; and
- (h) report to each Annual General Meeting on the finances of the Union.

## **Recording Secretary**

16.11 The Recording Secretary shall, personally or through the supervision of others:

- (a) maintain the minutes of the proceedings of every meeting of the Union including Committee meetings;
- (b) audio record each Executive meetings and retain those recordings for at least three years;
- (c) record the names of the Officers in attendance at each Executive Meeting and



- General Meeting and every Member at each General Meeting; and
- (d) at the request of any Officer, record how each Officer voted on a motion or abstained from voting on a motion at an Executive Meeting.

### **Regional Vice Presidents**

16.12 The Regional Vice Presidents shall, personally or through the supervision of others:

- (a) chair Regional meetings in their Region;
- (b) assist the President in the discharge of their duties;
- (c) implement orders and directions of the Executive;
- (d) advise the Executive of any potential new certifications within their regions; and
- (e) for each Plant in their Region:
  - (i) provide the Union's Bylaws, Policies, Notices and communications to Plant Committees;
  - (ii) oversee Plant elections; and
  - (iii) obtain Plant requests for the number of Shop Stewards and Safety Committee members, and provide that information to an Executive Meeting preceding the election of those positions.

16.13 In the absence of the President, the Region 2 Vice President shall assume the duties of the President.

### **Region 2 Vice President**

16.14 The Region 2 Vice President shall, personally or through the supervision of others, maintain the Register of Members containing:

- (a) the full name and, address or email address, of every Member;
- (b) the date on which each Member last became a Member;
- (c) Union Seniority of each Member; and
- (d) any other information reasonably necessary to fulfil the purposes of the Union.

### **Regional Representatives**

16.15 Each Regional Representative shall:

- (a) assist their respective Regional Vice President; and
- (b) perform other duties as directed by the Executive.

## **17. CEASING TO BE AN OFFICER**

17.1 An Officer ceases to be an Officer if they:

- (a) resign by giving Notice to the President;
- (b) cease to be a Member;
- (c) are removed from or suspended from their Office as a penalty for breach of duty under these Bylaws; or
- (d) are removed from their Office for failing to attend Executive Meetings pursuant to section 13.3.

17.2 A person who was an Officer but who was suspended from their Office becomes an Officer again at the end of the suspension.

17.3 The Members may remove an Officer from Office only by Special Resolution at a meeting where a majority of the Membership is present.

17.4 An Officer who ceases to be an Officer must surrender all relevant property and information to their successor or the Executive.

## **18. REVENUE AND FINANCES OF THE UNION**

### **Revenue**

18.1 Members shall pay fees, dues, and assessments at the rate, time and in the amounts and manner prescribed by the Constitution, Bylaws and Policies.

18.2 The Executive may set and levy assessments on all or any part of the Membership either to raise revenue for the Union or for any other purpose within the objects of the Union.

18.3 Monthly dues shall be in arrears if they are not received by the Union in the month for which they are payable.

### **Finances**

18.4 The Union shall conduct:

- (a) a compilation engagement, review engagement or audit annually; and
- (b) an audit of the preceding year, at least once every three years.

18.5 A General Meeting may require the Executive to disclose the Union's financial statements to the Membership, at any time, but the Executive may set limits on the use and disclosure.

## **Disbursements**

18.6 Payment of disbursements shall be signed or digitally authorized by any two of the following Officers,

- (a) President
- (b) Secretary Treasurer
- (c) Region 2 Vice President

18.7 The Executive shall bond each Officer with disbursement signing authority in an amount determined by the Executive.

## **Supplemental Pay**

18.8 If approved by a two thirds majority of the Executive, the Executive may supplement pay lost by Members as a result of a labour dispute, subject to any terms or eligibility requirements determined by the Executive.

18.9 A Member shall not be entitled to supplemental pay if they fail to perform, without reasonable justification, picketing or any other duty reasonably required of Members during a job action.

## **Borrowing**

18.10 The Executive may decide by Resolution to borrow money for Union purposes.

## **19. HONORARIUMS**

19.1 The Executive shall set and pay annual honorariums to elected:

- (a) Officers;
- (b) Plant Committee members;
- (c) Shop Stewards; and
- (d) Safety Committee members.

19.2 Members eligible for more than one honorarium shall only receive one honorarium corresponding to the higher paid position held by the Member.

## **20. VOTING PROCEDURES**

20.1 In the event of a tie vote at a meeting, if the chair:

- (a) has voted, the chair's vote shall be determinative; or

- (b) has not voted, the chair shall then cast a vote.

20.2 Voting by proxy is not permitted.

### **Balloting Committee**

20.3 When an election of Officers is required, the President shall appoint a Balloting Committee of three Members, each from a different Plant.

20.4 When an election of any other Union representative or Committee is required, the appropriate Regional Vice President shall appoint a Balloting Committee of at least two Members from the relevant voting constituency.

20.5 Balloting Committees shall:

- (a) conduct elections as set out in these Bylaws and the Policies;
- (b) ensure Candidates are eligible;
- (c) oversee all aspects of the voting, counting of ballots and publication of results; and
- (d) keep charge of the ballot box and a list of eligible voters.

20.6 A Candidate shall not:

- (a) be on the Balloting Committee for their own election; or
- (b) attend the balloting and counting, except to cast a ballot.

### **Tie Breaking Votes**

20.7 The Candidate receiving the highest number of votes shall be elected, but if a tie occurs the President shall cast a vote to break the tie, except if the election is for the President's Office and the President is a candidate, the tie breaking vote shall be cast by:

- (a) the Region 2 Vice President; or
- (b) if the Region 2 Vice President is a Candidate, by vote of the Executive.

### **Secret Ballot Voting for Resolutions**

20.8 The Executive may direct that secret ballot voting be used for a Resolution or Special Resolution, provided the Executive gives the Members not less than three days' Notice and follows all secret ballot voting procedures under these Bylaws.

## **21. APPLICATION HEARING PROCEDURES**

21.1 A request for an Application Hearing must be:

- (a) in writing; and
- (b) delivered to the Union within 14 days of the date of the Notice given by the Executive to the Applicant.

21.2 If an Applicant requests an Application Hearing, the Executive shall hold the Application Hearing within 100 days of the Applicant's request.

21.3 The Executive shall give the Applicant not less than seven days' Notice of the date, time, and place of the Application Hearing.

21.4 The Executive shall determine its procedures, which shall ensure a fair hearing and not be inconsistent with these Bylaws.

21.5 If the Applicant fails to appear at the Application Hearing without reasonable excuse, the Executive may make a decision in their absence or may adjourn the Application Hearing.

21.6 After the Application Hearing, the Executive shall;

- (a) grant Membership to the Applicant; or
- (b) refuse Membership to the Applicant.

21.7 The Executive may impose conditions it considers appropriate on the grant or refusal of Membership to an Applicant.

21.8 The Executive shall, within 14 days of the Application Hearing:

- (a) make its decision; and
- (b) give the Applicant Notice of its decision.

## **22. DISCIPLINE PROCEDURES**

### **Charges**

22.1 Any Member may Charge another Member for an offence under section 9.11.

22.2 A Charge must contain a written description of the alleged breach of duty, including an estimated date and location of the breach, and the Charging Member's signature.

22.3 A Member must deliver the Charge to:

- (a) the President; or
- (b) if the President is Charged, to the Region 2 Vice President; or
- (c) if both the President and the Region 2 Vice President are Charged, another Regional

Vice President;

and mail a copy to the Union within 30 days from the time the Charging Member first became aware of the alleged breach of duty.

22.4 The Officer to whom the Charge was delivered under section 22.3 shall either:

- (a) give Notice to the Charged Member with a copy of the Charge, within 14 days of receipt of the Charge, in person or by registered mail to the address shown in the Register of Members; or
- (b) stay or reject a charge having no reasonable prospect of success.

#### **Trial Board**

22.5 The Executive shall, within one month of receipt of a Charge:

- (a) appoint three Members to be a Trial Board;
- (b) designate three additional Members as Trial Board alternates; and
- (c) give Notice of the three Members serving on the Trial Board to the Charged Member and the Charging Member.

22.6 If the Charged Member is an Officer, they shall not participate in the appointment of Members to the Trial Board.

22.7 No Member or Officer shall serve on the Trial Board in any case where:

- (a) they are or may be a witness in the trial;
- (b) they are directly involved; or
- (c) there is a substantial likelihood of bias.

22.8 The Charging and Charged Members may challenge for reasonable cause the appointment of any Member to the Trial Board. The Charging or Charged Members shall submit any challenges to the President within three days of receiving Notice of the appointment of the Members to the Trial Board. If the President considers the challenge valid, they will disqualify the person challenged and appoint a Member to sit on the Trial Board from the alternates designated under section 22.5(b).

22.9 If the President is unavailable, or has an interest in the Trial that the Executive considers raises a reasonable apprehension of bias, the functions of the President under section 22.8 of these Bylaws shall be performed by:

- (a) the Region 2 Vice President; or
- (b) if the Region 2 Vice President is unavailable, or has an interest in the Trial that the Executive considers raises a reasonable apprehension of bias, another officer

appointed by the Executive.

### **Consolidation of Charges**

22.10 The Executive may direct that any number of Charges be heard by the same Trial Board.

22.11 If the Trial Board has been directed to hear more than one Charge it shall decide which, if any, of the Charges shall be heard at the same time.

### **Trial**

22.12 The Trial Board shall determine its procedures, which shall ensure a fair hearing with decisions to be made on the merits which shall not be invalidated by a technical irregularity or an error of procedure that does not result in a denial of natural justice, and not be inconsistent with these Bylaws.

22.13 The Trial Board shall serve the Charged Member and the Charging Member, in person or by registered mail to the address shown in the Register of Members, at least seven days before the Trial, with Notice of the date, time and place of the Trial

22.14 The Trial Board may grant adjournments of the Trial before commencement or during the Trial upon conditions it considers appropriate.

22.15 The onus of proof is on the Charging Member.

22.16 Both the Charged Member and the Charging Member have the right to call and examine witnesses, cross-examine witnesses called by a party opposite in interest, and make submissions at the Trial.

22.17 The Trial Board may receive and accept such evidence or information on the promise of the witness to tell the truth, or on affidavit or otherwise as it considers proper whether or not the evidence would be admissible in a court.

22.18 Both the Charged Member and the Charging Member have the right to be represented by a single Member as counsel at the trial and any subsequent proceedings. The Trial Board may retain a lawyer or other advisor to assist it in the conduct of its proceedings.

22.19 The Trial Board shall have regard to the real substance of the Charge and is not bound by a strict legal interpretation of any issue.

22.20 If the Charged Member or the Charging Member fails to appear at any stage of the Trial in person or through a representative without reasonable excuse, the Trial Board may proceed with the Trial and make a decision in their absence, dismiss the Charges, or adjourn the Trial.

22.21 The Trial Board may order Members to appear as witnesses, upon the request of either the Charged Member or the Charging Member, or on its own motion, and may order Members to



produce documents in their possession or control to the Trial Board that it considers relevant to a matter before it.

22.22 Following the completion of the evidence and submissions at the Trial, the Trial Board shall decide whether the Charged Member is guilty or not guilty of the Charge. The decision of a majority of the Trial Board is the decision of the Trial Board.

### **Decision**

22.23 The Trial Board shall make its decision and give the Charged Member and the Charging Member Notice of its decision within 30 days of the completion of the Trial.

22.24 The Trial Board may provide written reasons for its decision if the Charged Member or the Charging Member requests written reasons.

### **Discipline**

22.25 If the Trial Board decides that the Charged Member is guilty, the Trial Board may after giving the Charged Member and the Charging Member an opportunity to make submissions regarding penalty, impose a penalty which is in keeping with the nature and circumstances of the charged Member's breach of duty under these Bylaws.

22.26 Without restricting the generality of the foregoing, the Trial Board may impose any one or more of the following penalties:

- (a) suspension or termination of Membership;
- (b) terms of continued Membership or return to Membership;
- (c) suspension of certain rights or privileges of Membership;
- (d) suspension or removal from Office;
- (e) a fine, with termination of Membership if that fine is not paid; or
- (f) any other penalty it considers appropriate in the circumstances.

22.27 Where the penalty is a fine, the fine shall not exceed the equivalent of 24 hours of regular pay for each offence.

22.28 Any fine which a Member owes to the Union is a debt due, owing and payable to the Union by the Member within 30 days or another time specified by the Trial Board, and is recoverable by any means available to the Union including a Court action.

### **Power to suspend**

22.29 Notwithstanding the provisions of this Article, the Executive may, pending disposition of the Charge:



- (a) restrict Membership rights of any Charged Member;
- (b) suspend from Office any Charged Officer;
- (c) impose terms on the Charged Member or Officer; or
- (d) reassign duties of Charged Officers.

22.30 If a suspension is imposed by the Executive pursuant to section 22.29, the Trial Board shall make its decision within 60 days from the time the Charged Member was suspended unless the Charged Member agrees to a longer period.

#### **Trial record**

22.31 The Trial Board shall keep a trial record of all written submissions made to the Board, as well as any rulings it makes in the course of the Trial.

22.32 Following the completion of the Trial, the Trial Board shall give the trial record to the Executive which shall retain it with the records of the Union.

#### **Appeals**

22.33 The Charged Member may appeal the decision of the Trial Board to the Executive.

22.34 The appeal must:

- (a) be in writing;
- (b) state fully the reasons for the appeal; and
- (c) be delivered to the Union within 30 days following Notice of the decision of the Trial Board.

22.35 The President or some other Member selected by the President shall provide the decision of the Trial Board and the appeal of the appealing Member to next Executive Meeting.

22.36 The Charged Member may, either on their own or with their representative under section 22.18, address the Executive on any claim of error by the Trial Board and the appropriate penalty.

22.37 The Executive may dismiss the appeal or allow the appeal.

22.38 The Executive may reduce but not increase any penalty imposed by the Trial Board, in keeping with the nature and circumstances of the Charged Member's breach of duty under these Bylaws.

22.39 The Union, Officers and Members are not responsible nor liable to pay any damages suffered by a Member as a result of a penalty imposed on that Member by a Trial Board and later set aside on appeal to an Executive Meeting or on review by or appeal to any court or tribunal.

22.40 No Member shall commence any proceeding in a Court or tribunal against the Union, any Officer or any Member, in any matter concerning a breach of duty, Charge, any affairs of the Union, or any decision, direction or Policy of the Union unless the Member has commenced any proceeding available to the Member under these Bylaws or the Constitution that may apply to the matter within the time permitted, and that proceeding has concluded.

22.41 Commencement of any proceedings in any court or tribunal shall not prevent the commencement or continuation of any proceedings under this Article.

### **23. LIMITATION OF LIABILITY**

23.1 Without limiting the Union's statutory duty of fair representation or duty of fair referral, the Union shall not be liable to any Member and no Member shall be liable to any other Member for a breach of any provision of these Bylaws or for the consequences of any action taken, or omitted to be taken, in good faith by the Union or any Member pursuant to these Bylaws, including any defect in any procedure or negligent act or omission.

23.2 The Union shall indemnify the Executive of liability arising from any acts or omissions done or omitted in good faith and without gross negligence.

### **24. AMENDING THESE BYLAWS**

24.1 These Bylaws may be amended by Special Resolution.

### **25. TRANSITION**

25.1 Despite any other provision in these Bylaws, the Union's General Executive Board serving the day before the effective date of these Bylaws shall constitute the Executive until and including December 31, 2024, but no elections shall be held outside of these Bylaws.