

CONSTITUTION AND BY-LAWS

OF THE

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOTION PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE
UNITED STATES, ITS TERRITORIES AND CANADA

LOCAL 118



REVISED DECEMBER 21, 2021

CONSTITUTION

ARTICLE ONE: NAME, AFFILIATION AND JURISDICTION

1.1 The name of this organization shall be Local Union No. 118, of the International Alliance of Theatrical Stage Employees, Motion Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (hereinafter called the “Local Union”).

1.2 This Local Union has been established and exists by virtue of a Charter issued by the International Alliance of Theatrical Stage Employees, Motion 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.

1.3 The jurisdiction of this Local Union shall be defined as including the jurisdiction set forth in the Charter granted by the International as referred to in Article 1.2 above and more fully described in Article 18, Sections 9 and 10 of the International Constitution, namely, the Province of British Columbia excluding any other geographic jurisdiction in the Province of British Columbia for which the International has granted a separate charter.

ARTICLE TWO: OBJECTS

2.1 This Local Union is dedicated to the principles of trade unionism. Its objects are to unite all workers within its jurisdiction for the following purposes:

- a) To improve wages, hours of work, job security and working conditions on behalf of members in the industry.
- b) To advance economic, social and cultural interests of the membership.
- c) To establish peaceful and harmonious relations between the membership and their employers, and to improve the stability of the industry.
- d) To promote full employment.
- e) To promote and support democracy and trade union principles.
- f) 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.

2.2 This Local Union shall endeavor to accomplish the foregoing purposes by organizing the unorganized, educating the membership, negotiating collective bargaining agreements with employers, securing progressive legislation, and by all other appropriate means.

ARTICLE THREE: HEADQUARTERS

3.1 The Local Union shall maintain a headquarters and main office at such place as may be designated by the Local Union Membership.

ARTICLE FOUR: GOVERNMENT

4.1 ORDER OF AUTHORITY

- a) Local Union decisions are governed by the following, in order of precedence:
 - i. the laws of British Columbia and Canada;
 - ii. the Constitution of the International and District 12;
 - iii. the By-Laws of the International and District 12;
 - iv. the Constitution and By-Laws of Local 118;
 - v. the Policies of Local 118, per By-Law Section 3.
- b) Nothing contained in the Constitution and By-Laws of the Local Union shall be in conflict with the Constitution and By-Laws of the International.

4.2 LOCAL 118 MEMBERSHIP MEETINGS

- a) Regular Local Union meetings shall be held each month at the call of the Executive Board. Meetings shall be scheduled to attempt to provide regular opportunities for the participation of all members regardless of geographical location.
- b) Special Local Union meetings shall be called by the President on petition of no less than ten (10) members in good standing. No business, other than that for which such meeting is called, shall be considered thereat.
- c) Notice of a regular or special Local Union meeting and Agenda shall be electronically mailed at least ten (10) days prior to the meeting date except as provided herein. Members who wish to receive notices of meeting by posted mail must advise the Local Union of their request in writing.
- d) Either a majority of the Executive Board or the President shall also have the power to call special Local Union meetings.
- e) A quorum of twelve (12) members, in good standing, of this Local Union is required to conduct a Local Union meeting for the transaction of lawful business. At no time shall members of the Executive Board of this Local Union hold the majority of those members present at a Local Union meeting.

4.3 EXECUTIVE BOARD MEETINGS

- a) The Executive Board shall meet at least once each month and at such other times as called by the President. A majority of the members of the Board shall have the power to call an Executive Board meeting. All members of the Board shall be notified in advance of such meeting. A majority of the members of the Executive Board elected at large shall constitute a quorum.

- b) Any officer absent from three (3) consecutive Executive Board and/or Local Union meetings without reasonable excuse shall forego the office, and the office shall be declared vacant by the President.

ARTICLE FIVE: MEMBERSHIP

5.1

- a) Local 118 membership shall consist of two components:
 - i. "A" membership – members performing all elements of stage work. "A" members shall have all rights and privileges of this Constitution and By-Laws.
 - ii. "B" membership – members employed in a bargaining unit represented by Local 118 performing work other than stage work (ie. front-of-house, clerical, janitorial, building maintenance, etc.). "B" members shall have all rights and privileges of this Constitution and By-Laws except as expressly addressed in Articles 5.2, 5.4, 9.1, 9.2, and By-Law Sections 4, 5.e., and 8. "B" members shall only pay dues and retain membership while employed in such a bargaining unit.

- b) An individual may be a member of both Local 118 "A" and "B" components, provided they meet the criteria for membership described in this Article 5, and provided they maintain payment of appropriate dues as provided for in Article 9.

5.2 QUALIFICATIONS FOR MEMBERSHIP

- a) Any person may apply for "A" membership who:
 - i. is an employee performing stage work in a unit involved in an organizing drive; or
 - ii. is required to become a member as a condition of employment set out in a collective agreement; or
 - iii. is accepted via transfer as prescribed in Article 19 Section 17 of the International Constitution; or
 - iv. has completed **all** of the following:
 1. Worked a minimum of four hundred (400) hours of stage work in the twenty four (24) month period preceding application, at places of work where the Local Union is recognized or certified to represent employees, under no less than two (2) different Collective Bargaining Agreements (CBA's). In case of Force majeure (including but not limited to; strike, pandemic, and/or federal/provincial/civic emergency) causing the majority of IATSE 118's labour activities to cease for an extended period, this twenty four (24) month period may be extended in accordance with Local 118 Policy
 2. Completed required courses and/or qualifications as outlined in IATSE Local 118 policy
 3. Has no disqualifying workplace incidents as defined in IATSE Local 118 policy
 4. Passed any objective tests of skills and/or knowledge as outlined in IATSE Local 118 policy
 5. Provided to the Local union office a resume and cover letter outlining their experience and work history
 6. Has their application reviewed and approved in accordance with IATSE Local 118 policy by a majority vote of the Executive Board; or

- v. Meets or has completed **all** of the following:
 - 1. Possesses a special skill deemed to be needed in the Local by the Executive Board, in accordance with IATSE Local 118 policy
 - 2. Has a minimum of four thousand (4,000) hours or four (4) years of relevant industry experience, verified in writing by employers or members in good standing
 - 3. Provides to the Local union office a resume and cover letter outlining their experience and work history as well as proof of experience
 - 4. Has their application reviewed and approved according to IATSE Local 118 policy by a majority vote of the Executive Board.

- b) Any person may apply for “B” membership who:
 - i. is hired into a bargaining unit to perform work other than stage work (ie. front-of-house, clerical, janitorial, building maintenance, etc.) for which this Local Union is recognized or certified to represent employees. Application for membership shall be made in accordance with the provisions of the applicable collective agreement; or

 - ii. is an employee performing work other than stage work in a unit involved in an organizing drive.

- c) All persons admitted to membership must be approved by the International Office.

- d) All applications shall be processed by the Local Union in a timely manner (where possible, within seven (7) calendar days.

- e) Applicants must be of legal age to engage in gainful employment within the jurisdiction of this Local Union.

- f) There shall be no discrimination in respect to membership in this Local Union by reason of race, colour, creed, age, sex or sexual orientation, marital or parental status, nationality, ancestry or place of origin, family relationship, or political affiliation.

5.3 APPLICATION FOR MEMBERSHIP

- a) Every application for membership shall be made upon the official printed form supplied by the International to the Local Union.

- b) The endorsement of the application by the General Secretary-General of the International must be obtained before any action is taken by the Local Union upon the admission of the applicant, and if endorsement is refused the applicant shall be rejected.

- c) Each completed application form returned, must be accompanied by an initiation fee in an amount to be determined from time to time by the Local Union membership and such processing fee as may be determined by the International General Office. All such fees are to be refunded if the application is rejected by the Local Union. In the event an application is rejected by the International Office then only the initiation fees are refundable.

- d) Any applicant who is found guilty of making false statements upon the application form or resume may, if admitted to membership, be expelled upon conviction and may be thereafter denied admission to membership in this Local Union. Any initiation fee paid by such member shall be forfeited upon expulsion.

5.4 PROBATIONARY "A" MEMBERS

- a) Any applicant, if admitted for "A" membership in this Local Union, shall be admitted as a Probationary "A" Member. A Probationary "A" member shall be the equivalent to Junior Member or Apprentice Member as referred to by the International Constitution and By-Laws.
- b) Probationary "A" Members shall be subject to the supervision of the Business Agent and Executive Board.
- c) After either the completion of one (1) year, or one thousand (1000) hours of stage employment whichever is less, a Probationary "A" Member shall become a Full "A" Member. Employment is deemed to be employment within the classifications of stage work covered by this Local Union's charter or within the classifications of stage work for which this Local Union is recognized to represent employees. Notwithstanding the above, the Executive Board may, for cause, extend the probationary period of an "A" member up to one (1) additional year.
- d) Probationary "A" Members shall be responsible for recording their hours worked which shall be subject to verification by the Local Union.

ARTICLE SIX: GENERAL BALLOT PROCEDURE

6.1 Subject to any overriding legislation and Article 9.1.h of this Constitution, all general balloting shall be conducted in the following manner unless specifically stated otherwise in this Constitution and By-Laws. All questions shall be determined by a plurality (most votes cast) unless otherwise required by this Constitution and By-Laws.

6.2 The Executive Board shall appoint a Returning Officer for each General Ballot, to be ratified by the membership at a regular Local Union meeting. The Returning Officers shall have charge of the proper conduct of General Ballots. A minimum of two (2) Deputy Returning Officers shall be appointed by the Returning Officer. The Returning Officer and the Deputy Returning Officers shall not be candidates.

6.3 The Returning Officer and Deputies are responsible for ensuring that:

- a) General balloting is by secret ballot in accordance with Local 118 Policy.
- b) Only eligible candidates for office are included in the ballot.
- c) Only eligible persons shall receive a ballot.
- d) Ballots shall be issued no less than 15 days before the polls close. The ballots shall be issued with instructions including voting instructions and when the polls are scheduled to close.

- e) Information on the general ballot is published to the membership and eligible voters in addition to being on the ballot. Such information should include contact information for the Returning Officers, the date and time polls close, any offices being elected and the nominees for such offices, the length of any terms of office, and the wording of any questions being voted on.
- f) Ballots received after polls close shall not be counted.
- g) All ballots received from eligible voters are counted and that ballots will only be counted after the polls close.
- h) A recapitulation of the complete results for each question is prepared and published to the membership and eligible voters.

6.4 Campaign Materials

- a) Any campaign literature must be submitted to the Returning Officer prior to being published. All campaign literature submitted must be vetted by any two of the Returning Officer and the Deputy Returning Officers.
- b) The Returning Officer and the Deputy Returning Officers may set rules for length of submissions of campaign literature. If, in the opinion of the Returning Officer and Deputies, the submissions contain statements that are deemed not truthful, or the submissions are not respectful of other persons, they may require a campaigner to amend their submission(s). The Returning Officer and the Deputy Returning Officers may decline to approve submissions for publication if a campaigner refuses to amend their submissions(s) to the satisfaction of the Returning Officer and Deputy Returning Officers.
- c) The Local Union Office shall publish approved campaign literature to eligible voters no later than five (5) business days after the receipt of the campaign literature.

ARTICLE SEVEN: NOMINATION AND ELECTION OF OFFICERS

7.1 ELECTED OFFICERS AND ELIGIBILITY

- a) The following officers shall be elected to office in accordance with Article 7.3 for a term of three (3) years, except as provided for in Article 7.3 (b) (ii):
 - i. Executive Board
 - ii. Local 118 Board of Trustees
 - iii. Constitution and By-Law Committee
- b) The Executive Board shall consist of the President, Vice-President, Business Agent, Secretary-Treasurer, Recording Secretary and Members-at-Large.
- c) The Local 118 Board of Trustees shall consist of three (3) members. The Board shall elect their own chair every year.
- d) The Constitution and By-Law Committee shall consist of seven (7) members. A quorum for Constitution and By-Law Committee meetings shall be four (4) Committee members. The Committee shall elect their own chair every year.

- e) To be eligible for office, a person must have been a member in continuous good standing in this Local Union for a period of two years immediately prior to nomination, must remain in good standing during the entire election period, must remain in good standing throughout the term of office, and must not be disqualified from holding office under any applicable law.
- f) Any member in good standing of this Local Union may be elected as a delegate representing the Local Union.

7.2 NOMINATIONS

- a) Nominations for officers elected by general ballot shall be made in writing by a member in good standing in accordance with a form approved by the Local Union.
- b) All nominations must be in the Local Union head office by 5:00 p.m. on November 7th, when nominations shall close.
- c) No member shall accept a nomination for more than one Executive Board position at any one time. No member shall hold more than one Executive Board position at any one time. A member who holds an Executive Board position may accept a nomination for a different Executive Board position. If the member is elected to that different Executive Board position, their original Executive Board position will immediately be declared vacant.
- d) No member shall be a member of both the Local 118 Board of Trustees and the Executive Board at the same time. A member who holds one such position may accept a nomination for another such position. If the member is elected to that new position, their original position will immediately be declared vacant.

7.3 ELECTIONS

- a) Elections for officers shall be held annually by general ballot in the month of December.
- b)
 - i. To provide continuity of administration and membership services, the terms of office for officers of the Local shall be overlapping over a three (3) year cycle as follows:

Year One cycle:

The President, Recording Secretary, three Constitution & By-Law Committee members, and one Local 118 Trustee.

Year Two cycle:

The Vice-President, Secretary-Treasurer, 2nd Member at large, two Constitution & By-Law Committee members, and one Local 118 Trustee.

Year Three cycle:

The Business Agent, 1st Member at large, two Constitution & By-Law Committee members, and one Local 118 Trustee.

For clarity of the cycle sequence, the following years are listed as reference:

Year One cycle occurs in 2019, 2022, 2025, and so on.

Year Two cycle occurs in 2020, 2023, 2026, and so on.

Year Three cycle occurs in 2021, 2024, 2027, and so on.

- c) Only those members properly nominated shall be candidates for office. Notice of an Election shall go out to all members no less than fifteen (15) days before polls close.
- d) Those candidates who receive a plurality of votes (most) shall be declared elected. In the event of a tie, run-off General elections for the tied office(s) shall be held until one candidate receives a plurality of votes. Only original candidates are eligible in run-off elections.
- e) In the event only one person is nominated for a position, there shall be a ratification vote to accept or reject such candidate. Such ratification vote shall be by general ballot and the ballot must provide members the option of voting “yes” or “no” on such a candidate.
- f) Any candidate shall have the right to have an observer, who must be a member in good standing, present at the polls and the counting of the ballots. A candidate on the ballot may not be an observer.

7.4 VACANCY OF OFFICE

In the event that an office becomes vacant before a term of office expires, the office shall be filled by the following process:

- a) A notice of vacancy must be sent out to the local membership within 7 days. The notice of vacancy shall call for nominations and specify the dates that nominations shall close and the General Ballot polls shall close.
- b) The Executive Board shall appoint a member in good standing as an Acting Officer until a regular election or by-election can be conducted.
- c) If the remaining term of the vacated office exceeds 90 days, a By-Election by General Ballot shall be held for an Interim Officer in accordance with this article 7 except that;
 - i. Nominations for an Interim Officer shall close fifteen (15) days after the date of the notice of vacancy.
 - ii. The General Ballot must occur within twenty (20) days of the close of nominations for an Interim Officer.

7.5 INSTALLATION

The Officers elected shall be installed at the first regular meeting after the election or by-election, and shall subscribe and assent to the required pledge before entering upon the duties of their office.

ARTICLE EIGHT: DUTIES OF OFFICERS, BOARDS AND COMMITTEES

8.1 PRESIDENT

- a) The President shall have full charge of the business office of this Local Union, and represent the Local Union in all dealings with employers and other Labour Organizations, as directed by the Executive Board.
The President shall:
 - i. participate in and ensure that all contract negotiations are current.
 - ii. participate in grievances as directed by the Executive Board.
 - iii. present a written report of their ex-officio activities to the membership at each regular Local Union meeting.
 - iv. perform other assignments as directed by the Executive Board.
- b) The President shall have the right to preside at all Local Union meetings of the membership and of the Executive Board and shall at all times conduct these meetings in accordance with this Constitution and By-Laws and the Rules of Order attached hereto.
- c) In the absence of a specific law to govern a given condition the President shall decide the matter in a spirit of fairness and equity. Such ruling shall be enforced unless changed by a majority vote of the members present at a regular meeting.
- d) The President shall ensure that all officers perform their duties as prescribed by the Constitution and By-Laws, and shall be a member ex-officio of all committees, with the exception of the Nominating Committee.
- e) The President shall make every effort to enforce this Constitution and By-Laws.
- f) The President may appoint the members of all committees in the event such members are not elected by the membership.
- g) The President shall be empowered to appoint delegates to such conventions or trade assemblies (except those delegates elected in accordance with this Constitution) as are of interest and importance to this Local Union.
- h) The President may appoint Special Representatives to perform specific tasks for a specified time as determined by the Executive.
- i) If a vacancy should occur during the term of any officer of this Local Union, the President shall have the power to appoint a member in good standing to take the officer's place temporarily until the vacancy is filled by By-Election.
- j) In the event a vacancy occurs in the office of President, the Vice-President shall succeed to the office of President until the vacancy is filled by By-election.

8.2 VICE-PRESIDENT

In the absence of the President, the Vice-President shall assume all duties of the President. In the absence of the President and Vice-President at a meeting, the body shall select a presiding officer.

8.3 RECORDING SECRETARY

The Recording Secretary shall be responsible for the preparation and proper distribution of notices of general and special meetings. It shall be the duty of the Recording Secretary to attend all regular or special Local 118 meetings of the membership and of the Executive Board and to keep minutes of the proceedings of such meetings in a book provided for such purposes. A duplicate copy of all correspondence and the Seal of the Local Union shall be kept in the Recording Secretary's possession. The Recording Secretary shall also be responsible for the receipt and filing of the minutes of meetings of the Rosters as submitted by the Rosters. It shall be the duty of the Recording Secretary of the Local Union to preserve the ballots and all other records pertaining to elections for a period of five (5) years.

8.4 SECRETARY-TREASURER

- a) It shall be the duty of the Secretary-Treasurer to ensure that a current and accurate record of all income and disbursements and all assets and liabilities of this Local Union is maintained. A written report shall be presented to each regular Local Union meeting.
- b) The Secretary-Treasurer shall ensure all money is deposited in a financial institution approved by the Executive Board, such account to be in the name of the Local Union. Withdrawals shall be subject to approval of any two designated signing officers including the Secretary-Treasurer, the President, the Vice-President, the Recording Secretary, and the Business Agent.
- c) All dues, fines and assessments shall be collected by the Secretary-Treasurer from the members, and the standing of such affected members shall be reported quarterly to the regularly scheduled meeting.
- d) The Secretary-Treasurer shall deliver to the Chair of the Board of Trustees, for examination purposes, all books and papers in the Secretary-Treasurer's possession and shall attend all meetings of the Board of Trustees.
- e) The Secretary-Treasurer shall prepare an annual budget, showing the expected income and expenses for the upcoming year, for presentation to the membership for ratification at the first Local Union meeting in each year.

8.5 BUSINESS AGENT

- a) The Business Agent shall report to the Executive Board all alleged violations by members of the Constitution and By-Laws of the Local Union.

- b) The Business Agent shall ensure that a record of all work given out as well as a record of unemployed shall be kept current and available to the Local Union.
- c) The Business Agent shall submit a written report of their ex-officio activities to the President at least 48 hours before each regular Local Union meeting.
- d) The Business Agent shall perform such duties as ordered by the membership or by the Executive Board between membership meetings.

8.6 MEMBERS-AT-LARGE

- a) The Members-at-Large shall act as representatives for all members of the Local Union to ensure that all questions, problems, complaints or suggestions of the membership are fairly expressed to the Executive.
- b) The Members-at-Large shall submit a written report of their ex-officio activities to the President at least 48 hours before each Executive Board meeting.

8.7 EXECUTIVE BOARD

- a) The Executive Board shall consist of the President, Vice-President, Business Agent, Secretary-Treasurer, Recording Secretary and Members-at-Large.
- b) The Executive Board shall plan and direct the efficient workings of the Local Union between general membership meetings and shall ensure that Dispatcher(s) are assigned to perform the required calling duties. Actions or decisions of the Executive Board shall be subject to ratification by the membership at the next Regular or Special meeting.
- c) The Executive Board shall investigate all complaints and decide, if possible, upon all questions in dispute between employer and employee, accepting any honourable means toward an amicable settlement that may be deemed essential to the best interests of this organization.
- d) The Executive Board shall be empowered to form or alter a roster. The Executive Board shall have the authority to direct the actions of any roster as it deems necessary for the best interests of the Local Union.
- e) The Executive Board shall hear all appeals from any member pursuant to any decision by an officer, committee or body of this Local Union.
- f) The Executive Board shall be empowered to order the Board of Trustees to deliver a report on the Local Union's finances as it deems necessary.

8.8 BOARD OF TRUSTEES

The Board of Trustees will:

- a) ensure that an audit is completed for each financial year and that the audited financial statements are presented to the membership.
- b) assist the Secretary-Treasurer in preparing an annual budget.
- c) ensure that any officers and employees of this Local Union who handle its funds and property are bonded to the extent and in the amount required by law.
- d) ensure that all financial records of the Local Union used as the basis for preparing reports required by law are preserved for such time as required by law.
- e) at their discretion, conduct periodic inspections of the Local's financial records.

8.9 TRIAL BOARD

- a) The President shall appoint a Trial Board, and alternates, of this Local Union unless the accused member elects to be tried at an open meeting as provided in Article 12, Section 15 hereof. The Trial Board shall have the power to summon any member as a witness and those failing to answer may be judged in contempt and penalized for same by fine or suspension.
- b) The Trial Board shall consist of three (3) full members in good standing.
- c) The chair of the Trial Board shall be the Vice-President of the Local Union unless the President deems otherwise.

8.10 CONSTITUTION AND BY-LAW COMMITTEE

The duties of the Constitution and By-Law Committee shall be:

- a) to propose amendments to the Constitution and By-Laws.
- b) to review all proposed amendments from members in accordance with Article 16.2.
- c) to report to the membership on any proposed amendments indicating if the amendment is in conflict with any other provision in the Constitution and By-Laws, with the Committee's recommendation.
- d) to monitor any changes to the International Constitution and By-Laws that may conflict with the Local 118 Constitution and By-Laws, and make any necessary recommendations.

The Constitution and By-Law Committee shall publish a revised Constitution and By-Laws after amendments have been passed by the membership and endorsed by the International President. The revised Constitution and By-Laws shall be available on the Local Union website. Upon request, printed copies of the Constitution and By-Laws will be available to members for a processing fee prescribed by Local 118 Policy.

8.11 SAFETY COMMITTEE

The Safety Committee shall consist of three (3) members elected in accordance with Article 6. A quorum for Safety Committee meetings shall be two (2) Committee members. The Committee shall elect their own chair every year.

The reference for definitions of workplace safety shall be WorkSafeBC.

The duties of the Safety Committee shall be:

- a) Assist with investigation of workplace accidents/incidents, regarding safety concerns, (including harassment).
- b) Review reports from members of perceived unsafe working conditions and make recommendations to the Executive Board for further action.
- c) Ensure Local 118 representation at ActSafe meetings. Ensure that ActSafe material is accessible to the membership.
- d) Ensure that appropriate MSDS information is consistently accessible to the membership.
- e) Educate and assist members about their responsibilities and rights to a safe workplace.
- f) Ensure that information is posted at workplaces so that members know who and where the First Aid Attendant is.
- g) Encourage members to notify their supervisor and/or First Aid Attendants of any allergies or medical conditions that could require treatment during the course of work.
- h) Ensure that Emergency Contact information is requested from every member, and that this information is kept on file and accessible in the event of an emergency.
- i) Assist with workplace safety questions, investigations, and recommendations.

8.12 NEGOTIATING COMMITTEES

- a) A Negotiating Committee shall be formed for each new or renewal Collective Agreement negotiation, three months before the contract expires (or at the time of certification). The Negotiating Committee shall regularly report on the progress of negotiations to the Executive Board.
- b) The Negotiating Committee shall consist of at least three members, who shall be selected by the respective Bargaining Unit. If the Bargaining Unit does not elect or appoint representatives to the Negotiating Committee, the President or Executive Board shall appoint such representatives. At least one member of the Local 118 Executive Board shall also be a member of each Negotiating Committee. In addition, if requested, an International Representative will be considered a member of the Negotiating Committee. The Executive Board shall ensure that contact information for the entire bargaining unit is made available to the Negotiating Committee.

- c) Each Negotiating Committee must have one member who shall take notes at all meetings; who will type necessary documents such as proposals and Memorandums of Agreement, and who will amend the Collective Agreement document as necessary once the Memorandum of Agreement is ratified. Such documents shall be circulated to all Committee members. During negotiations, copies of all negotiating notes shall be provided to the Local Union office every 30 days for filing. A copy of the ratified and signed Collective Agreement shall be provided to the Local Union office for filing within 30 days after ratification.
- d) Prior to the commencement of negotiations, the Negotiating Committee will seek input from the members of the respective Bargaining Unit. A meeting will be scheduled for the Bargaining Unit to discuss their concerns and desired proposals. The notice for that meeting will include the names of and contact information for the Negotiating Committee. Input from Bargaining Unit members may also be made in writing, and submitted by mail or email.
- e) A maximum of three members of a Negotiating Committee, who are engaged in formal negotiating sessions with an Employer, shall be entitled to compensation for actual time spent at the negotiating table. Compensation shall be paid at the base rate of the last year of the contract being re-negotiated or, in the case of a first contract, at the base rate of the contract that is ratified. Executive Board members who are already being compensated for their Executive Board duties are not entitled to additional compensation for negotiation.
- f) A minimum of two Negotiating Committee members, including one Executive Board member and one note-taker, must be present at any negotiating meeting with the Employer. No negotiations shall take place over the phone by an individual, or by individual email. Negotiating meetings with Employers may be held by conference call.
- g) Notice of a Memorandum of Agreement shall be published in a Notice of Meeting. Discussion of the specific items of the Memorandum of Agreement shall take place at that meeting. Subsequent to that discussion meeting, a ratification vote on the Memorandum of Agreement shall be held in accordance with the Labour Relations Code of British Columbia.

8.13 SERGEANT-AT-ARMS

The presiding officer at each Local Union meeting shall appoint a Sergeant-at-Arms. It shall be the duty of the Sergeant-at-Arms to see that none but members in good standing enter the meeting hall, and carry out such lawful instructions as are given by the presiding officer.

8.14 DELEGATES TO INTERNATIONAL CONVENTIONS

Delegates shall be nominated and elected at a general membership meeting. The delegates shall perform their duties as prescribed by the Constitution and By-Laws of the International Alliance and report thereon at the next regular meeting following the Convention.

8.15 OTHER REPRESENTATION

The Executive Board shall ensure that the Local Union is appropriately represented on all committees, task forces, trade assemblies, or other bodies whose dealings may affect the business of the Local Union.

Such representatives shall attend meetings or conventions to which they are accredited and shall report thereon to the Executive Board and/or to the membership at the next possible meeting.

8.16 STEWARDS

The Steward(s) shall act as the Union's designate in the workplace. The Shop Steward shall file such written reports as requested by the Local Union. These reports shall include, but not be limited to, disputes between employer and employee, conduct unbecoming a member, and contract violation.

8.17 RETURNING OFFICER

The Returning Officer shall be responsible for:

- a) Compiling a list of eligible candidates for election.
- b) Establishing rules for, and reviewing campaign literature prior to distribution, with the assistance of the Deputy Returning Officers.
- c) Distributing general ballots as per Article 6.
- d) Appointing such Deputy Returning Officers as may be necessary to conduct a vote and count any ballots (minimum of 2 for elections).
- e) Ensuring that all voting and counting of ballots is conducted in accordance with this Constitution and By-Laws, the law and with democratic procedures.
- f) Reporting the results of any vote conducted by the Returning Officer, in writing, to the President or Presiding Officer.

Any disagreement with the Returning Officer's execution of their duties shall be resolved firstly by the members at a regular meeting, and secondly by submission to the International for clarification or resolution.

ARTICLE NINE: REVENUES AND EXPENDITURES

9.1 DUES AND INITIATION FEES FOR "A" MEMBERS

- a) Full members shall pay minimum dues of four hundred dollars (\$400.00) per year. Minimum dues shall be payable in four (4) installments:
 - a. \$100.00 by January 1st.
 - b. \$100.00 by April 1st.
 - c. \$100.00 by July 1st.
 - d. \$100.00 by October 1st.

Members who pay their full year's minimum dues prior to December 1st of the previous year shall be entitled to a five percent (5%) discount.

- b) Probationary Members shall pay minimum dues of two hundred dollars (\$200.00) per year. Minimum dues shall be payable in four (4) installments:
 - \$50.00 by January 1st.
 - \$50.00 by April 1st.
 - \$50.00 by July 1st.
 - \$50.00 by October 1st.

Members who pay their full year's minimum dues prior to December 1st of the previous year shall be entitled to a five percent (5%) discount.

- c) If a person is a member of the Local Union for any part of a quarter, they shall pay the full minimum dues for that quarter. If a Probationary Member becomes a Full Member during a quarter, they shall pay the minimum dues as a Probationary Member for that quarter.
- d) Nothing in this Constitution shall prevent the Executive Board from recommending a policy of a reduction for paying a full year's dues prior to November 30. Such Policy will require approval by the membership of the Local Union.
- e) In addition to the minimum dues in a. and b. above, as of July 2018 all members shall pay dues of two point five percent (2.5%), and as of July 2019 three percent (3%) of gross earnings from work under the terms of local union collective bargaining agreement except as provided in (f).
- f) Dues payable by a member working under an I.A. Travelling Employee's Contract shall be one percent (1%) of the applicable minimum road salary for work under the jurisdiction of the International Alliance, in addition to minimum dues.
- g) The initiation fee shall be such amount as determined from time to time by the membership.
- h) Retired Members shall not be required to pay dues. Members at least 65 years of age may, at their option, be declared Retired Members provided they fully cease employment under the jurisdiction of the International Alliance. Retired Members shall have voice but no vote on Local Union matters and shall not be eligible to hold office.

9.2 DUES AND INITIATION FEES FOR "B" MEMBERS

- a) "B" members shall not be required to pay minimum dues.
- b) "B" members shall pay dues of three percent (3%) of gross earnings from work under the Local Union's jurisdiction.
- c) The initiation fee shall be such amount as determined from time to time by the Membership.

9.3 SPECIAL ASSESSMENTS

- a) Special assessments may be levied under two types of circumstances.
 - i. If at any time, the expenses or liabilities of this Local Union exceed the income thereof, and the Executive Board deems it necessary, the deficiency shall be raised by assessment of each member. An assessment under this clause shall be subject to ratification at a special or regular Local Union meeting, after detailed notice of the assessment has been given in the notice of meeting.
 - ii. If, at any time, the Executive Board deems it necessary to acquire additional revenue in the best interest of the Local Union, it may recommend a special assessment to the membership. A special assessment under this clause may be levied if approved, upon general ballot, by a majority of valid votes cast.
- b) Any special assessments, whether made under i or ii above, shall specify the following:
 - i. The amount of assessment per member; and
 - ii. The total amount of assessment to be collected from all members; and
 - iii. The purpose of the assessment; and If the assessment is in the form of a temporary dues increase by payroll deduction, the exact length of time the assessment is to be in effect.
- c) Any special assessment shall be levied on each member in proportion to their income from work in the Local Union's jurisdiction in the twelve (12) calendar months immediately preceding the approval of the special assessment.

9.4 MEMBERS OF OTHER LOCAL UNIONS

- a) Members of other Local Unions of the Alliance working in the jurisdiction of this Local Union, as of July 2018 shall pay, dues of two point five percent (2.5%), and as of July 1, 2019 three percent (3%) of gross earnings from work under the terms of a local union collective bargaining agreement, but they shall not be required to pay minimum dues to this Local Union.
- b) Any other person employed in the jurisdiction of the Local Union shall pay five percent (5%) of gross earnings from work under the terms of a local union collective bargaining agreement as dues, but they shall not be required to pay minimum dues to this Local Union.

9.5 INVESTMENTS

The Executive Board, subject to the approval of the membership, shall be permitted to invest the surplus money of this Local Union in Canadian Government bonds or other guaranteed securities provided such investments are fully protected by the Canada Deposit Insurance Corporation or Credit Union Deposit Insurance.

9.6 AUTHORITY TO EXPEND FUNDS

The funds of this Local Union shall be used to defray the proper operating expenses provided for herein and for other legitimate purposes to accomplish the objects of the Local Union. No loans, grants, or donations may be made from funds of the Local Union for any purpose outside the objects of this Local Union pursuant to Article 2, Section 1 herein.

9.7 COMPENSATION OF OFFICERS AND LOCAL UNION REPRESENTATIVES

- a) The designation of those officers and representatives to be compensated for their services and the amount of compensation they are to be paid shall be determined by Local 118 policy, subject to membership ratification, and, once fixed, shall not be reduced during each year of the term of office. Any proposed increase during each year of the term of office of the compensation so determined shall require a two-thirds favourable vote by secret ballot of the members present at a Local Union meeting.
- b) Officers attending meetings on behalf of the Local Union shall be compensated for travel and other reasonable expenses in accordance with Local 118 policies.

ARTICLE TEN: GOOD STANDING

10.1 Members in good standing of this Local Union shall enjoy all rights, privileges and benefits of this Constitution and By-Laws.

10.2

- a) Failure on the part of any member to pay any financial obligation to this Local Union when same becomes payable shall result in such member being suspended and declared not in good standing. Suspension shall become effective twenty-one (21) calendar days after written notice by double-registered mail of such failure to pay has been sent to the last known address of the member (such written notice to specify the amount due and how such amount was determined) unless, within that twenty-one (21) day period, payment in full is received by the Local Union, or the member makes submission to the Executive Board explaining the circumstances of non-payment. The Executive Board shall determine whether or not the circumstances merit a postponement or cancellation of suspension.
- b) A member not in good standing shall be deprived of the right to attend meetings, to vote, or to be assigned work. In addition, such member shall be deprived of the right to run for or to hold office for a period of two (2) years, commencing from the date that the member regains good standing. Provisions regarding holding of office shall be subject to an application for waiver from the Executive Board to the International President.

- c) If such financial default continues for a period of more than six (6) months from the date that the financial obligation first became payable, the member shall be expelled. Expulsion shall become effective twenty-one (21) calendar days after written notice by double-registered mail of such financial default has been sent to the last known address of the member (such written notice to specify the amount due and how such amount was determined) unless, within that twenty-one (21) day period, payment in full is received by the Local Union or the member makes submission to the Executive Board explaining the circumstances of non-payment. The Executive Board shall determine whether or not the circumstances merit a postponement or cancellation of expulsion.
- d) Proof of double-registered mailing shall be kept on file in the Union Office in case of any dispute. The “last known address of the member” shall be described in Section 2 of the Local’s By-Laws. Notice shall be deemed to have been properly given regardless of whether or not the member accepts delivery of the double-registered notice.

10.3 Collection of any outstanding financial obligation due by a member to the Local Union shall be enforceable by fine, suspension or expulsion and, in addition thereto, by resort to court action. If court action is required, the delinquent member may also be liable to the Local Union for reasonable legal fees and other expenses incurred by the Local Union in connection with the action.

10.4 The term “in good standing” as used in this Constitution and By-Laws shall be construed to mean that the member has fully complied with all obligations to the Local Union, not only financially but in all other regards.

ARTICLE ELEVEN: IMPEACHMENT OF OFFICERS

11.1 GROUND

Any officer of this Local Union may be impeached for a violation of official duties or for any infringement of the Constitution and By-Laws.

11.2 CHARGES

All charges against an officer of this Local Union must be in writing, in the form of a sworn affidavit, reciting clearly the offence charged, the name of the accused, the time, place and nature of the violation, the Section or Sections of this Constitution and By-Laws or of the Constitution and By-Laws of the International alleged to have been violated, over the signature of the accuser, together with a statement of the names of all witnesses to the offence who are known to the accuser and must be filed within sixty (60) days after the offence becomes known to the accuser or reasonably should have been discovered.

11.3 PENALTY FOR PREFERRING FALSE CHARGES

If false charges shall be maliciously preferred against any officer, the person or persons preferring such charges shall be fined five hundred dollars (\$500.00), the fine plus the expenses of the proceeding to be imposed upon the acquittal of the accused officer.

11.4 CHARGES FILED IN DUPLICATE

Charges shall be filed in duplicate but only the original need bear the seal of the Notary Public before whom the affidavit was sworn.

11.5 BY WHOM AND TO WHOM PREFERRED

Charges against officers may be preferred by any member or officer of the Alliance. Charges shall be filed with the Secretary of the Local Union. If the Secretary is charged, the charges may be filed with any other officer of the Local Union not under charges. If a majority of the Executive Board members have been charged, the charges may be filed with the International President.

11.6 COGNIZANCE OF CHARGES

The charges shall be referred to the Executive Board which shall have the power to declare such charges cognizable or not. If cognizance is taken of the charges, the accused shall be temporarily suspended from the office and further payment of salary shall be withheld pending the outcome of the trial. The Executive Board shall in that event make suitable provisions for the efficient discharge of the duties of the accused during the suspension period.

11.7 WITHDRAWAL OF CHARGES

After charges have been preferred to the Executive Board, they shall not be withdrawn unless both the officer accused and the Executive Board shall consent to the withdrawal.

11.8 NOTICE

Within one week after cognizance of the charges is taken, the Executive Board shall cause to be served upon the accused officer personally or, where this is impossible, by certified mail to the last known address of the accused, a duplicate copy of the charges, and shall notify the accused of the time and place appointed for the hearing, provided that such notice shall be served on or mailed to the accused at least one week prior to the date appointed for the hearing.

11.9 CONTINUANCE

Should the accused be unable for proper cause to attend a hearing at the time and place designated, the accused shall, at the discretion of the Trial Board and upon application, be granted a postponement or continuance to some agreed place and date.

11.10 APPEARANCE FOR TRIAL

If the accused so desires, they may waive the right of appearing before the Trial Board, or may designate a fellow member as counsel to appear for the accused and to conduct the defense, provided that such waiver of appearance shall not be prejudicial to the accused and the trial may, if the accused fails to appear, proceed in the absence of the accused.

11.11 TRIAL

In all impeachment cases the Trial Board shall conduct a full and impartial hearing upon the charges, including a thorough inquiry into the merits of the case, according to the complainant and the accused alike. In the conduct of such trial the provisions of this Constitution shall be observed.

11.12 WAIVER OF TRIAL

If charges as required by Article 11, Section 2 hereof have been filed, the accused may plead guilty in a written, witnessed and notarized statement, and waive the holding of the trial. Prior thereto, the accused shall have been advised in writing as to the range of penalties that may be imposed upon the accused by reason of such plea. If the accused wishes to plead guilty with an explanation, such explanation shall also be in written form. An accused who pleads guilty to charges shall be deemed to have waived the right on any appeal to raise any question concerning guilt or innocence and such appeal in that event shall be limited to the question of the appropriateness of the penalty or penalties imposed. No stenographic transcript or tape recording shall be required if a plea of guilty is entered in accordance herewith.

11.13 PENALTY

The guilt or innocence of the accused shall be determined by a majority vote of the Trial Board. If the accused is found guilty as charged, it shall then become the duty of the Executive Board to declare the office of the accused vacant and the successor of said officer shall be selected in a manner provided in the Constitution. The said accused shall, in addition, be subject to such discipline as the Trial Board may decide to impose, including expulsion, suspension and/or fine.

11.14 APPEALS

Appeals shall be in accordance with Article 13.

ARTICLE TWELVE: DISCIPLINE OF MEMBERS

12.1 GROUNDS

In addition to the penalties expressly provided under the various sections of this Constitution and By-Laws, any member who shall be in breach of duty as a member by violation of the express provisions of the Constitution and By-Laws of this Local Union or of the Alliance or by such conduct as is detrimental to the advancement of the purposes which this Local Union or the Alliance pursues, or as would reflect discreditably upon this Local Union or the Alliance, shall be subject to discipline in the manner set forth in the sections following.

12.2 FAIR TRIAL

Nothing in the provisions of this Constitution and By-Laws shall be construed to deprive a member charged with a violation thereof of the right to a fair trial whereby the member's guilt or innocence may be determined, with the exception that a member who has defaulted in the payment of any dues, fees, fines, or assessments lawfully imposed under this Constitution and By-Laws shall not be entitled to stand trial, but shall be punished summarily as this Constitution and By-Laws provide.

12.3 CHARGES

All charges against a member for a violation of the provisions of this Constitution or By-Laws must be in writing, in the form of a sworn affidavit, reciting clearly the offences charged, the name of the accused, the time, place, and nature of the violation, the section or sections of this Constitution or By-Laws alleged to have been violated, over the signature of the accuser, together with a statement of the names of all witnesses to the offence charged who shall be known to the accuser.

12.4 PENALTY FOR PREFERRING FALSE CHARGES

If false charges shall be maliciously preferred against any member, the person or persons preferring such charges shall be fined five hundred dollars (\$500.00), the fine plus the expenses of the proceeding to be imposed upon the acquittal of the accused member.

12.5 CHARGES FILED IN DUPLICATE

Charges shall be filed in duplicate, but only the original need bear the seal of the Notary Public before whom the affidavit was sworn.

12.6 TO WHOM REFERRED AND WHEN

Charges shall be filed with the Secretary of the Local Union within sixty (60) calendar days after the offence becomes known to the person making the charge. If the Secretary of the Local Union is charged, the charges may be filed with any other officer of the Local Union not under charges.

12.7 WITHDRAWAL OF CHARGES

After charges have been filed, they shall not be withdrawn unless the member accused shall consent to the withdrawal.

12.8 PUBLICATION OF CHARGES

After the Executive Board has taken cognizance of the charges, they shall be read at the next regular meeting of the Local Union by the Presiding Officer. If no regular membership meeting is scheduled within the period of 30 days after the date of cognizance of the charges is taken or if a meeting is scheduled but no quorum is present, the charges shall then be read by the presiding officer at a meeting of the Executive Board of the Local Union to be scheduled no later than 10 days after the end of such 30 day period. No debate or discussion shall be permitted, but the presiding officer shall request those having personal knowledge of any of the facts alleged in the charges to submit their names as witnesses to the Secretary of the meeting. The presiding officer shall refer the charges to a Trial Committee or the Executive Board in accordance with the Constitution and By-Laws of the Local Union.

12.9 WAIVER OF TRIAL

If charges as required by Article 12, Section 3 hereof have been filed, the accused may plead guilty and waive the holding of the trial by submitting a written, witnessed and notarized statement, provided the accused has previously been advised in writing as to the range of penalties that may be imposed by reason of such plea. If the accused wishes to plead guilty with an explanation, such explanation shall also be in written form. An accused who pleads guilty to charges shall be deemed to have waived the right on any appeal to raise any question concerning guilt or innocence and the appeal in that event shall be limited to the question of the appropriateness of the penalty or penalties imposed. No stenographic transcript or tape recording shall be required if a plea of guilty is entered in accordance herewith.

12.10 NOTICE

Within one week after reference of the charges, the Trial Board shall cause to be served upon the accused personally or, where this is impossible, by registered mail to their last known address, a duplicate copy of the charges, and shall notify the accused of the time and place

appointed for the hearing, provided that such notice shall be served upon or sent to the accused at least 15 calendar days prior to the date appointed for the hearing.

12.11 POSTPONEMENTS

Should the accused be unable for proper cause to attend the hearing at the time and place designated, the accused shall, at the discretion of the Trial Board, and upon application, be granted a postponement or continuance to some agreed place and date.

12.12 APPEARANCE FOR TRIAL

If the accused so desires, they may waive the right of appearing before the Trial Board for hearing upon the charges preferred, or may designate a fellow member in good standing as counsel to appear and conduct the defense, provided that waiver of appearance shall not be prejudicial to the accused, and the trial shall, if the accused fails to appear, proceed in the absence of the accused. The Trial Board shall hear all evidence and base its decision as to the guilt of the accused solely thereon.

12.13 TRIAL BODY

The Trial Board shall sit as a trial body to hear all the evidence upon the charges, and to determine the guilt or innocence of the accused and, if found guilty, to make recommendations as to the penalty to be imposed.

12.14 CHALLENGES

The accused shall have the privilege of challenging the right of any member of the Trial Board to sit upon the case and, in the event of such challenge, the other members of the Trial Board shall pass upon its validity, sustaining it or overruling it.

12.15 TRIAL IN OPEN MEETING

Where the accused shall be aggrieved by the decision of the Trial Board upon the challenge of an individual Board member or members, or where the accused shall challenge the entire Trial Board for cause, they shall have the option to proceed before the Trial Board, thereby waiving the challenge; or to demand a trial before the members of the Local Union in open meeting, provided that if the accused elects to be tried in the last-named manner, the hearing shall be conducted in the manner set forth for trials before the Trial Board.

12.16 HEARING

The accused shall, at the hearing upon the charges, have the right to present a defense in full, and to confront and question all witnesses and to examine all of the evidence of the case.

12.17 MEMBER COUNSEL

The accused shall have the right to be represented by counsel, who shall be a member of this Alliance in good standing.

12.18 WITNESSES SWORN

Whenever the accused or the Trial Board so request, the testimony of any witness must be taken under oath, to be administered by the Chair of the Trial Board.

12.19 DEPOSITIONS

If a witness be unable to attend the trial, a written deposition of testimony shall be taken in the form of an affidavit, and such portions of it as are not denied by the accused shall be admitted as evidence.

12.20 TRANSCRIPT

A written verbatim transcript of all testimony at the hearing shall be made. The Trial Board may elect to tape record the proceedings and in that event the tape must be fully and accurately transcribed in typewritten form if the matter is appealed to the International President. In the event of such appeal, copies of both tape and written transcript shall be sent to the General office.

12.21 REPORT OF FINDINGS

The Trial Board shall, after hearing all the evidence, render a written report of its findings as to the guilt or innocence of the accused and, if the accused is found guilty, the penalty to be imposed. A copy thereof shall be filed with the Local Union and a copy shall be served either personally or by certified mail on the accused within five working days. A copy of the transcript of the evidence and proceedings at the hearing shall be available for examination by the accused or the member counsel at the offices of the Local Union or, if so requested by the accused in writing, a copy thereof shall be furnished to the accused at the expense of the accused. Immediately upon receipt of the transcript, the Local Union shall notify the accused in writing of its availability.

12.22 ACTION BY MEMBERSHIP OF LOCAL UNION

At the next membership meeting of the Local Union but in no event sooner than 20 days from the date on which the accused has been provided a copy of the report, the report of the Trial Board shall be submitted to the membership for appropriate action as hereinafter provided. The transcript of the hearing shall not be read except upon motion duly seconded and carried by majority vote of the members present or if so requested by the accused or in any case under the circumstances referred to in Article 12, Section 20 and/or 23 hereof.

12.23 ACQUITTAL OR CONVICTION

After submission of the report, the accused, if aggrieved by the decision of the Trial Board, and any other member in attendance at the meeting, including members of the Trial Board, shall be afforded an opportunity to speak either in favour of or against such decision. Upon completion of debate, the membership shall proceed to vote upon the findings of the Trial Board as to the guilt or innocence of the accused. If a majority of the members present vote concurrence with the findings of the Trial Board, the findings of the Trial Board shall be adopted. If the findings are not accepted, the transcript shall be read unless this has been done before, and the question shall be put whether the accused shall be granted a trial by the membership or whether the membership shall proceed to ballot upon the guilt of the accused. If a majority of the members present vote for the latter procedure, a ballot shall be taken on the guilt of the accused, and if two-thirds of the members present shall vote contrary to the findings of the Trial Board, the findings shall stand reversed, otherwise the findings shall be upheld.

12.24 IMPOSITION OF PENALTIES

- a) If the accused be found guilty of an offence for which no specific penalty is fixed by the Constitution or By-Laws, the membership shall then proceed to ballot upon the decision of the Trial Board as to the penalty to be imposed. If a majority of the members present so vote, the penalty fixed by the Trial Board shall be adopted. If a majority of the members present reject the penalty decided upon by the Trial Board, the membership shall then proceed to ballot upon the penalty to be imposed. The members shall vote to expel, suspend, fine and/or reprimand. An accused found guilty shall be assessed the costs of the trial in addition to any other penalties.
- b) When membership voting on the report of the Trial Board is completed, available remedies within the Local Union shall be deemed exhausted.

12.25 WHERE TRIAL WAS BEFORE LOCAL UNION

Where the accused is tried before the Local Union as provided in Article 12, Section 15, the guilt or innocence of the accused shall be determined by majority vote of the members present and the penalty shall be imposed as prescribed in Article 12, Section 24.

12.26 SENTENCE REPORTED TO INTERNATIONAL PRESIDENT

A report of the sentence imposed upon an accused member shall be forwarded by the President of the Local Union to the International President of the Alliance.

ARTICLE THIRTEEN: APPEALS

13.1 RIGHT OF APPEAL

Any member aggrieved by the decision, rule, regulation, order or any other act or omission or mandate of an officer or the Executive Board of this Local Union may, after exhausting their remedies within the Local Union by appeal to the membership, appeal their case in the following order:

- a) from the decision of the membership of the Local Union to the International President of this Alliance;
- b) from the decision of the International President to the General Executive Board;
- c) from the ruling of the General Executive Board to the Alliance in convention assembled and the latter body shall be the tribunal of ultimate judgement. However, in the interim, rulings of any proper tribunal of this Local Union or the Alliance shall be enforced pending disposal of appeal, unless a stay of the decision has, upon application, been granted. All appeals by a member to the membership of the Local Union must be heard within sixty (60) days of the date the appeal was filed or the member may appeal directly to the International President.

13.2 TIME ALLOWED FOR FILING

Appeals from the decision of an officer to the Executive Board and from the decision of the Executive Board to the membership of the Local Union must be made within thirty (30) days of the respective decision.

13.3 MUST BE IN WRITING

All appeals to the International must be in writing, setting forth those facts which the appellant shall consider entitles the appellant to a reversal of the ruling, and shall be signed by the appellant.

13.4 COPY OF APPEAL

When an appeal is taken to the International President from the decision of the Local Union, a copy of the appeal shall be filed with the Local Union. Within two weeks the Local Union shall forward to the International President all the records in the case. If the appeal involves a determination made after trial of charges against a member or officer, the records in the case shall include the sworn charges and the transcript of testimony or, if a tape recording was made, the original unedited tape recording and a typewritten transcript thereof, the findings and sentence, and any additional matters of evidence on record. The correctness of the transcript or of the tape recording and stenographic transcript thereof and the record shall be certified by the Local Union under the appropriate seal. The Local Union shall also answer to the appeal, setting forth reasons in support of its decision, and serve a copy of the answer on the appellant.

13.5 DECISIONS CONCLUSIVE

The members of the Local Union shall submit all their rights within the Local Union and the Alliance first to the determination of their proper tribunals.

13.6 EXHAUSTING INTERNAL REMEDIES

The members further consent to be disciplined in the manner provided by this Constitution and By-Laws, and under no circumstances to resort to outside tribunals until all the remedies provided herein and in the International Constitution have been exhausted.

ARTICLE FOURTEEN: TRANSFER AND REINSTATEMENT

14.1 TRANSFER CARDS

Transfer cards shall be dealt with in accordance with Article 19, Section 17 of the International Constitution and as described by Local 118 policy.

14.2 REINSTATEMENT OF MEMBERS

- a) Any member who has been expelled shall be required to make application as a new member, and shall be governed by all conditions pertaining to new members, and will be required to meet all financial obligations due to the Local Union during the period of expulsion, as stipulated by the International Constitution and By-Laws.
- b) Any former member wishing readmission must apply in writing to the Executive Board stating such a request. Included in this request must be information about their former Roster membership, where applicable.

- c) Upon receipt of this application, the Executive or its designate will determine the following:
 - i. the date that the membership lapsed.
 - ii. the circumstances of that lapse.
 - iii. the amount of dues owing from that date.
 - iv. any other financial obligations to the Local.
 - v. any other information relevant to the case in question.

- d) The following criteria will apply to all persons seeking readmission:
 - i. All financial obligations as determined by the Local Union must be paid in full, and in one sum.
 - ii. A member who chose Honourable Withdrawal will receive a new seniority position on the Master Seniority List based on the date their application for re-admission is endorsed by the International. This seniority position will be determined by calculating the length of time in full calendar months the person was previously a member in good standing, and “back-dating” the same length of time from their new endorsement date, to a maximum of five (5) years. A member who chose Honourable Withdrawal and was a member of a Roster will be re-admitted to their former Roster, at the bottom of the calling order for that Roster. The financial obligations of a member who chose Honourable Withdrawal will be limited to a maximum of eight (8) quarters dues and assessments, or as stipulated by the International Constitution and By-Laws.
 - iii. A member who was expelled for non-payment of dues will be assigned a seniority position at the bottom of the Master Seniority List as of the date their application for re-admission is endorsed by the International. An expelled member who was formerly on a Roster will not be readmitted to that Roster.
 - iv. A former member of this Local Union who has previously transferred to another Local, and who wishes to re-apply for membership in Local 118 shall, for the purposes of determining their re-instatement status, be deemed to have taken Honourable Withdrawal as of the date their Transfer Card was issued by Local 118. All Honourable Withdrawal provisions will apply, with the exception that there will be no financial obligation to Local 118 for the period of time the member maintained good standing in the Local to which they transferred.

ARTICLE FIFTEEN: DISSOLUTION OF LOCAL UNION

15.1 This Local Union shall not dissolve itself while there are seven (7) dissenting members, not shall this article of the Constitution be subjected to any alteration or amendment whatsoever.

ARTICLE SIXTEEN: AMENDING THE CONSTITUTION AND BY-LAWS

16.1 Amendments to this Constitution and By-Laws shall be proposed in writing by any two (2) members in good standing.

16.2

- a) An amendment proposal may be submitted, in writing, to the Constitution and By-Law Committee, signed by the mover and seconder, and accompanied by a brief written explanation ('whereas') of the reason(s) for the proposal. Amendment proposals may also be submitted electronically. All proposals must have the names of the mover and seconder clearly indicated.
- b) The Constitution and By-Law Committee will review all proposed amendments for:
 - correct grammar and punctuation;
 - to determine whether the proposed amendments would conflict with any other part of the Constitution and By-Laws;
 - to determine whether the proposed amendment, if passed, would require amendment of any other articles of the Constitution and By-Laws.
- c) Upon request by the Constitution and By-Law Committee, the mover and seconder (the proponents) of a proposed amendment will meet with the Constitution and By-Law Committee at a mutually agreeable time. The proponents may be asked to submit additional material to the Committee to clarify the proposed amendment; and/or will consider recommendations from the Committee for changes to the wording of the proposed amendment(s). If changes to the wording of the proposed amendment(s) are made, a revised amendment proposal will be signed by the proponents.
- d) If any requested provisions of 16.2 c) are not fulfilled within six (6) months from the date of the Constitution and By-Law Committee meeting at which the proposed amendments were first reviewed, the Committee will consider the proposals suspended.

The amendment process will be re-activated at such time as the proponents request that the procedure continue.

If any requested provisions of 16.2 c) are not fulfilled within twelve (12) months from the date of the Constitution and By-Law Committee meeting at which the proposed amendment(s) were first reviewed, the proposals shall be considered abandoned.

Extensions to these deadlines will be considered by the Constitution and By-Law Committee upon request by the proponents on a case by case basis.

16.3 The Executive Board shall call a special meeting to discuss proposed amendments prior to general balloting. A report from the Constitution and By-Law Committee and a copy of the proposed amendments will be distributed with the Notice of Special Meeting. Any members having proposed an amendment may also include a brief submission with the report.

16.4 Voting on Constitution and By-Law amendments proposed by the membership shall take place by general ballot once per year. In the event of an urgent matter, the Executive Board shall not be restricted in the number of times in a year they may present amendment proposals for voting.

16.5 A general ballot shall be conducted in accordance with Article 6 of this Constitution to consider proposed amendments.

16.6 Any proposed amendment must receive the favourable vote of at least two-thirds of the total valid votes cast. No such amendment shall be effective until endorsed by the International President.

ARTICLE SEVENTEEN: PARLIAMENTARY AUTHORITY

17.1 The rules contained in the current edition of Roberts Rules of Order shall govern the Local Union in all cases to which they are applicable and in which they are not inconsistent with this Constitution and By-Laws and any special rules of order the Local Union may adopt.

BY-LAWS

These By-Laws are an integral part of the preceding Constitution, and are separated only for the purpose of elaborating and clarifying the broad general principles and practices described therein.

Sec. 1. ALTERATION OF BY-LAWS

These By-Laws may be amended pursuant to Article 16 of this Constitution.

Sec. 2. ADDRESS OF MEMBERS

Any member, on changing address, shall notify the Local Union Secretary immediately. Any notice sent to the last address as shown on the books of this Local Union shall be deemed legal and sufficient notice.

Sec. 3. LOCAL 118 POLICY

- a) The Executive shall be responsible for the formulation and publication of policy of the Local Union which shall not be contrary to the Constitution and By-Laws and shall be subject to ratification by the membership.
- b) Additions or alterations to Local 118 Policy shall be moved and seconded, in writing, by two members in good standing. All such proposals shall be published in the next notice of regular meeting and shall be adopted as policy only if ratified by a two-thirds majority vote after secret ballot at that meeting.

Sec. 4. SENIORITY OF "A" MEMBERS

- a) The Master Seniority List shall apply only to Local 118 "A" members.
- b)
 - i. Position on the Local 118 Master Seniority List shall be determined as commencing the date of endorsement as a member of Local 118 by the International Office pursuant to Article 5.3, clause b. of this Constitution, except as provided in By-Law 4.b.ii. or in Article 14.2 d. ii., iii. and iv.
 - ii. Where a member of the Local 118 "B" component becomes a member of the "A" component, their position on the Master Seniority List becomes effective the date of completion of two hundred (200) hours of stage work as per Article 5.2, clause a.i., or as provided in Article 5.2, clause a.ii.
- c) In the event of more than one "A" member having the same date of endorsement, the most senior shall be the member who has worked the greatest number of hours up to the date of endorsement under the jurisdiction of the Local Union or, in the case of organizing, in the venue or venues of the employer.

- d) Allocation of stage work for Local 118 members shall firstly be assigned to competent and available members of the applicable Roster according to the Roster calling order, secondly to competent and available "A" members on the Master Seniority List according to seniority, thirdly to any other competent and available members of Local 118, and then to any person recommended by the Executive Board.
- e) Existing Rosters of "A" members shall not change their calling order.

Sec. 5. DUES RELIEF

- a) Members in good standing may make written application to the Executive Board for dues relief for maternity, paternity or medical reasons.
- b) A member applying for dues relief for medical reasons must provide a doctor's certificate.
- c) Such dues relief shall not exceed four (4) quarters, except that extensions for just cause may be granted upon further written application to the Executive Board.
- d) Members granted dues relief shall be required to pay quarterly minimum dues in accordance with the International Constitution and By-Laws, payable in advance.
- e) Such members shall be deemed to be in good standing and shall continue to accrue seniority.
- f) Members shall be entitled to these conditions provided they do not accept employment or perform any work for pay during such period of dues relief, subject to section 5.g.
- g) A member granted dues relief for medical reasons may attempt to return to work in Local 118's jurisdiction for a limited period of time without affecting their dues relief status. Such return to work shall be reviewed by the Executive Board on a case by case basis.

Sec. 6. COMPETENCY

- a) Members shall be referred to calls when their competency for such calls has been verified.
- b) Questions of competency for any work shall be determined by the Business Agent. A member may appeal any such determination to the Executive Board of the Local Union.

Sec. 7. SHOP STEWARDS

The Business Agent or the Dispatcher(s) shall appoint a member to act as Shop Steward in each workplace. If a Steward has not been appointed, the senior member on the call shall call an election for a Shop Steward and advise the appropriate Department Head of the results.

Sec. 8. ROSTERS

- a) A roster shall be defined as a body of members of the Local Union who are deemed by the Local Union as having priority rights to employment by a particular employer or in a particular venue or places of employment.

- b) As of the date of the adoption of this Constitution and Bylaws (September 18, 1992), no further members shall be admitted to any of the existing Rosters (as listed in Appendix 3 or 4), except pursuant to Article 8, Section 7 of this Constitution. New Rosters may be created for organizational purposes only.
- c) Formation of Rosters
 - i. Once the “A” members working for an employer or venue have been organized, those “A” members in the original bargaining unit will constitute the Roster membership, and no further Roster members will be admitted, except pursuant to Article 8, Section 7 of this Constitution. New Rosters created in accordance with this By-Law will be listed in Appendix 4.
 - ii. Once the “B” members working for an employer or venue have been organized, those members will constitute the Roster for that employer or venue. Further “B” members shall be admitted to that Roster in accordance with the provisions of the applicable Collective Agreement and/or Article 5.2b of this Constitution.
- d) Administration of Rosters
 - i. Each roster may establish its own calling order within the roster.
 - ii. All working rules specific to a particular roster shall be reviewed by the Executive Board to determine that there is no conflict with the Constitution and By-Laws or Policy of the Local Union.
 - iii. Any member working within the jurisdiction of a roster must abide by the working rules of that roster.

Sec. 9. MEMBERS OF COMMITTEES

Any member of a committee who shall refuse or neglect to perform their duty may be removed by the President of the Local Union.

Sec. 10. MEMBER SUMMONS

Any member who is summoned to appear at a meeting of the membership, the Executive Board or a legally appointed committee of the Local Union and fails to appear, after receiving due notice of same, may be penalized after fair trial to such extent as the Local Union may see fit.

Sec. 11. DONATIONS

No member shall be permitted to donate services within the contractual jurisdiction of the Local Union, gratis, or at a rate less than the current prevailing collective agreement except by written permission of the Local Union. Violation of this section may result in penalties after fair trial. The Executive may approve financial donations to a charitable organization subject to Article 9 of this Constitution.

Sec. 12. CONDUCT UNBECOMING A MEMBER

- a) Conduct unbecoming a member, or that which is contrary to trade unionism, or that which would bring discredit to this Local Union, the Alliance or any member, shall be an offence against this Local Union and, upon being found guilty thereof after trial, the offending member shall be liable to such penalty as the Local Union may see fit including fine, suspension, or expulsion from the Local Union. By way of example only, the following are deemed to be conduct unbecoming of a member: lateness, intoxication, vilification of the character or capabilities of a member.
- b) In the event of reasonable belief of intoxication, unfitness for work, or lateness, the Business Agent or designate may immediately suspend and replace a member for any portion or all of the call or production.
- c) For misconduct during the course of a meeting, a member may be summarily fined or, at the discretion of the presiding officer, may be summarily ejected from the meeting if their conduct persists in disrupting the meeting.

Sec. 13. BUMPING, CANCELLATION, RE-CALLING A SHOW

- a) No member shall “bump” or replace any member except as provided herein.
- b) “Bumping” is defined as a member or members demanding a call that they have previously: turned down, been unavailable for, or indicated they would be unavailable for, when that call has already been assigned to someone else.
- c) Notwithstanding clause b. above, a member who previously declined a call or was unavailable for a call shall have the right to such call in the event of the re-calling of the show.
- d) The Dispatcher(s) shall re-call a show or position if a previously called show or position is cancelled, providing the Dispatcher(s) and/or Executive Board deems time is available to complete the re-calling required. A position will not be re-called once rehearsal(s) for the production have commenced.

Sec. 14. HEALTH & WELFARE FUND TRUST COMMITTEE

The Local Union shall establish a Health and Welfare Fund Trust Committee subject to the Health and Welfare Trust Agreement. This committee shall report to the Local Union Executive Board and membership as required.

APPENDICES OF COMPANION INFORMATION

APPENDIX 1: PLEDGE AND OATH OF MEMBERS

PLEDGE

I, the undersigned, as a condition of my membership in the International Alliance of Theatrical Stage Employees and Motion Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, do solemnly pledge myself to accept and abide by the provisions of this Constitution and By-Laws, as now in force and as hereafter legally amended, and hereby express my consent to be governed thereby in the conduct of my trade and in my relationship with the Alliance.

Dated this _____ day of _____ 20_____

Signature of Member, Local No. 118

****OATH****

I, _____, do solemnly pledge my word of honour to abide by the Constitution and By-laws of Local No. 118 and the Constitution and By-Laws of the International Alliance. I further affirm that I will obey the mandates of the CLC, AFL, CIO so long as the International Alliance be a part of these organizations. The will of the majority I will always abide by. I will use every honourable means to secure employment for members of this Union, in preference to non-members. Also I pledge to keep confidential the work of this body and to do all in my power to discourage and prevent violation of this requirement by brother and sister members. Should I fail to keep true this, my solemn obligation, I shall willingly submit to such discipline as my lack of loyalty may bring upon me.

APPENDIX 2: ORDER OF BUSINESS & RULES OF ORDER

ORDER OF BUSINESS

1. Call to order
2. Roll call of officers
3. Reading of the minutes of previous regular or special meeting(s).
4. Obligation of new members
5. Business Agent Report
6. Reading of Communications
7. Secretary-Treasurer Report
8. Stewards' Reports
9. Committee Reports
10. Roster Reports
11. Executive Board Report
12. President's Report
13. Installation of Officers
14. Unfinished Business
15. New Business
16. Good and Welfare
17. Adjournment

RULES OF ORDER

1. The order of business of a meeting may only be changed by a favourable majority vote on a motion to change the order of business determined by those members in attendance at that time.
2. Resolutions, amendments to the Constitution and By-Laws and charges against officers and members, must in all cases be presented in writing, otherwise they shall not be considered.
3. The mover of any verbal proposition shall, upon the request of the chair, or two or more members, reduce it to writing.
4. No person who is not a member of this Local Union shall be allowed at any of the meetings without the consent of this Local Union except as provided in the International Constitution and By-Laws.
5. A Roll-Call book shall be kept at all meetings in which members must sign in. The chair shall not recognize any person who has not signed in.

APPENDIX 3: ROSTERS EXISTING AS OF SEPTEMBER 18, 1992.

(In reference to By-Law Section 8(b), these lists include all members (in alphabetical order) of the Casual Roster, Wardrobe Roster and Richmond Gateway Roster ONLY.

CASUAL

Alexander, K.
Bancroft, R.
Baratelli, D.
Barrat, R.
Cooper, L.
Dodds, B.
Dunbar, G.
Dunn, B.
Ellis, S.
Elmer, D.
Gans, D.
Gildemeester, G.
Glover, M.
Gordon, I.
Greene, J.
Hawley, M.

CASUAL, cont'd

Heath, B.
Jennings, B.
Kosloski, D.
Leclerc, P.
Little, D.
McGibbon, A.
McGibbon, M.
Neumeyer, P.
Phelan, M.
Robins, W.
Sherst, A.
Underhill, D.
Worsley, P.

RICHMOND GATEWAY

Arteaga, E.*
Bakewell, G.
Doncaster, I.
Folgizan, V.
Harris, G.
Martin, Steve.
McManus, D.
Turner, D.

WARDROBE

Bothen, K.
Railton, L.
Underhill, M.
Yuen, L.

Note: Names marked with an asterisk (*) were part of the original bargaining unit for their Roster, and have continued to meet the requirements for their Roster membership, but are not members of Local 118 as of the date of this printing.

NOTE: Names of deceased/withdrawn members removed December 21, 2021.

APPENDIX 4: ROSTERS FORMED AFTER SEPTEMBER 18, 1992.

(In reference to By-Law Section 8(c)(ii), these lists include all members (in alphabetical order) of the currently existing Rosters which were organized subsequent to the adoption of this Constitution and By-Laws (September 18, 1992).

ARTS CLUB

Adam, D.
Bennett, B.
Bournival, L. *
Burrows, E.
Burton, L.
Cardinal, T.
Dunlop, D.
Emslander, M.
Gutteridge, C.
Hirtle, S.
Johnston, P. *.
McManus, P.
Medland, J.
Mendoza, M.B.*
Raun, D.
Reemeyer, C.
Reynolds, R.
Riter, A.
Smith, K.
VonSchulmann, N.
Webber, J.
Yuen, L.

**CAROUSEL THEATRE FOR
YOUNG PEOPLE**

Allen-Martin, J
Frijia, N
Frisk, A
Gunion, M
Kai, S
Karpuik, H
Kelly, N
Klippenstein, V
Kong, S
Kraft, L
Larry, S
Lawson, K
O'Reilly, K
Quicke, H
Schwaerzle, T
Smith, J
Thorp, G

**THEATRE UNDER
THE STARS**

Baker, A.
Fologzan, V.
Gould, A.
Livland, A.
Richardson, R.
Sawan, J.
Williams, M.
Winsor, G.

**VANCOUVER EAST
CULTURAL CENTRE**

Blunt, D.
Bonneau, K.
Darke, S.
Drake, E.
Elfert, M.
Hamilton, B.
Hartwig, T.
Johnson, J.
Mack, D.
Podealuk, T.
Riter, A.
Ryder, J.
Scott, G.
Webber, J.
West, L.

Note: Names marked with an asterisk (*) were part of the original bargaining unit for their Roster, and have continued to meet the requirements for their Roster membership, but are not members of Local 118 as of the date of this printing.

NOTE: Names of deceased/withdrawn members removed December 21, 2021.