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**BC Ferry &  
Marine Workers' Union**

**CONSTITUTION  
&  
BYLAWS**

As adopted at the BCFMWU Convention  
APRIL 2018

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## **PREAMBLE**

This Union is found trusting the inherent right of the worker to join together in expressing a collective will to secure economic, political and social justice, equity and freedom, within our communities and nation.

These principles are kept secure by a united will brought through membership in this organization.

The pursuit of these principles recognizes the dignity of the worker, the precepts of democratic process, human rights, fairness, tolerance and civil liberty of the individual.

Participation in the affairs of the labour movement, from the individual to the international, ultimately secures the autonomy of this Union.

## **ARTICLE 1 - NAME**

This organization is known as BC Ferry & Marine Workers' Union and is referred to as the "Union." The terms "Ferry Worker" and "BCFMWU" are recognized shortened forms of the official name.

## **ARTICLE 2 - OBJECTIVES**

The objectives of the Union shall be:

- (a) To unite all workers eligible for membership, including all employees of ferries operating within the jurisdiction of the legislature of British Columbia, in a democratic organization acting on their behalf;
- (b) To seek, through the process of collective bargaining, the best possible wage standards and improvements in the conditions of employment for these workers and to represent members in protecting and maintaining their rights under the Collective Agreement;
- (c) To act as the representative of the membership in making representations to all levels of government for the purposes of safeguarding, improving and protecting the economic and social welfare of the membership, to the public it serves and the people of the Province;
- (d) To support the principles of the Human Rights Code of British Columbia;
- (e) To assist the dependants of deceased members to obtain all benefits, salary claims of all monies due, insurance and/or pensions and any claims that could be recovered by WCB or by legal recourse;
- (f) To protect members' rights by opposing any government policy that is detrimental to the good and welfare of the membership, including essential services legislation, privatization and any wage controls;
- (g) To achieve industrial democracy with equal representation on the Board of Directors of British Columbia Ferry Services Inc. for Union appointees;
- (h) To establish free child day care for all individuals. This Union supports the right of all individuals to free day care for their children; and
- (i) To engage in educational, legislative, political, civic, social, welfare, community and other activities to safeguard and promote economic and social benefits and justice for all workers, unionized and non-unionized.

## **ARTICLE 3 - AFFILIATIONS**

### **Section 1 - Affiliation or Disaffiliation with any Organizing Body**

- (a) The Union may affiliate or disaffiliate to such organizations as directed by Convention or by a majority vote of the members on a referendum ballot.
- (b) The Provincial Executive shall be empowered to approve the affiliation or disaffiliation to the BC Ferry & Marine Workers' Union of any organization.

### **Section 2 - Affiliates**

- (a) The Union shall be an affiliate of the BC Government and Service Employees' Union, hereinafter referred to as the "BCGEU." The Provincial Executive shall have the authority to enter into and to modify an agreement with the BCGEU regarding the terms of affiliation or to take such other action as directed by resolution of Convention or approved by referendum.
- (b) The Union shall be an affiliate of the Canadian Labour Congress ("CLC"), the National Union of Provincial Government Employees ("NUPGE") and the BC Federation of Labour ("BCFED"). The Provincial Executive shall endeavour to ensure that delegates are sent to the respective conventions.
- (c) The Union shall be an affiliate of the Pacific Coast Maritime Council.
- (d) Locals of the Union shall affiliate or disaffiliate to local or regional labour councils where labour councils are established, as directed by the Provincial Executive.
- (e) The Union shall affiliate to the BC Union Label Trades Council.
- (f) The Union shall affiliate to the International Transport Workers' Federation ("ITF").

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### **Section 3 - Time Off to Attend Meetings**

Time off for Provincial Executive delegates to attend meetings of the affiliates shall be paid for by the Union.

### **Section 4 - Resolutions**

The Provincial Executive will, where appropriate, submit resolutions to the Convention of an affiliate.

### **Section 5 – Per Capita**

- (a) The Provincial Executive must approve the amount of per capita paid by the BC Ferry & Marine Workers' Union to any labour organization.
- (b) The Union shall pay a per capita affiliation fee to those organizations to which it is affiliated, in accordance with the Constitutions of those organizations.

## **ARTICLE 4 - HEADQUARTERS**

### **Section 1 - Location**

The headquarters of the Union shall be 1511 Stewart Avenue, Nanaimo, British Columbia, or at such other address as determined by a two-thirds (2/3) vote of the Provincial Executive.

### **Section 2 - Sub-Offices**

The Provincial Executive shall have the authority to establish Union sub-offices, as required, to service membership.

### **Section 3 - Information Offices**

The Union endorses the concept of an "information office" at the Local level for the purpose of conveying current information, regarding Ferry Workers and labour in general, to the membership.

## **ARTICLE 5 - MEMBERSHIP**

### **Section 1 - Acquiring Membership**

- (a) Any person who is employed in the marine or ferry industry or a related industry or in any industry for whom the Union has, or seeks to acquire, the collective bargaining rights or is employed in a position where the Union may represent them as a collective bargaining agent, shall be eligible for membership in the Union.
- (b) The membership fee shall be waived upon submission of a transfer certificate or withdrawal certificate.
- (c) Membership, by affiliation to the BC Ferry & Marine Workers' Union, may be approved in accordance with Article 3, Section 1(b).
- (d) The Union will pursue the inclusion in the Bargaining Unit of all employees of BC Ferry Services in all divisions who do not meet the test for exclusion, where possible.

### **Section 2 - Membership**

- (a) A member in good standing shall be a fully paid-up member, subject to sub-paragraph (b) below.
- (b) A member on long-term disability or parental leave shall not be required to pay dues and shall be considered a member in good standing.
- (c) All members shall be responsible for notifying the Union Office of a change in their point of assembly.

### **Section 3 - Membership Maintenance**

- (a) Members applying for a leave of absence without pay from the Employer, of more than thirty (30) days, may obtain a withdrawal card and upon returning the card, shall be considered members in good standing.
- (b) Members who have obtained withdrawal cards shall have no voice, no vote and shall not be eligible to be elected, to serve as an officer of the Union, committee members or delegates to Conventions.
- (c) Members on leaves of absence without pay longer than thirty (30) days who continue to pay union dues as formerly assessed shall be considered to be members in good standing. Dues shall be submitted directly to the Union Office.
- (d) Members on leave of absence without pay, who do not conform to the provisions of subsections (a) or (c) above, will not be considered to be members in good standing.

### **Section 4 - Honourary Membership**

- (a) All nominations from Locals, Components and Provincial Executive dealing with honourary membership must be submitted to the Union's Resolutions Committee one hundred twenty (120) days prior to Convention date.
- (b) The Resolutions Committee must investigate the records of all nominees and make recommendations to the Provincial Executive.
- (c) The Provincial Executive will consider all recommendations and inform the Local or Component of the decisions.
- (d) In order to assist Locals and Components in making nominations for this, the highest honour the Union can bestow, Convention has approved the following criteria to be used in making nominations:
  - i. The individual must have held membership in the BCFMWU for at least ten (10) years.
  - ii. The individual must have served on the Negotiating, Convention and/or Standing Committees of the Union.

- iii. The individual must have been a delegate to the Union's Convention on at least three (3) occasions.
- iv. The individual must have been a delegate to the BC Government and Services Employees Union Convention and/or BC Federation of Labour Convention on one (1) or more occasions.
- v. The individual must have held office on the Provincial Executive, Component Executive or Local Executive for at least one (1) term.
- vi. The individual must have been a shop steward for at least six (6) years.
- vii. The individual must be strongly recommended by the Local or Component of which they are a member.
- (e) The candidate for life membership should meet four (4) of the seven (7) preceding points before consideration and nomination is made for honorary membership.
- (f) Honorary members may speak on matters relating to the welfare of the Union, but shall not have the right to vote nor be eligible to be elected or serve as an officer, committee member, or a delegate to a convention or bargaining conference.
- (g) Honorary members will be invited to the Gala Dinner and provided hotel and costs (as per the BCMWU Financial Guide) for the night of the Gala Dinner only.

#### **Section 5 - Return of Excluded Persons to the Bargaining Unit**

- (a) An excluded person returning to the bargaining unit shall be considered to be a member in good standing upon payment of a lump sum to the Union equivalent to two percent (2%) of their monthly salary while excluded, to a maximum of five (5) years excluded time.

### **ARTICLE 6 - CHARGES, TRIALS, APPEALS AND REFERRALS**

#### **Section 1 - Offences**

- (a) Members may be reprimanded, fined, suspended or expelled by the Union in the manner provided in this Constitution for any of the following acts:
  - i. Willfully violating sections of the Union's Constitution, By-laws or Policy not considered below;
  - ii. Obtaining membership through fraudulent means or by misrepresentation;
  - iii. Instituting any action, suit or proceeding in any court or before any administrative body against the Union or any Union Officer without first exhausting all remedies provided for in the Constitution;
  - iv. Advocating or soliciting membership in another union or attempting to transfer the affiliation of any group within the bargaining unit from the jurisdiction of the Union;
  - v. Fraudulently receiving or misappropriating money or property of the Union;
  - vi. Using, without authority, the name of the Union for soliciting funds or advertising;
  - vii. Providing personal information about any Union members to any third party, without the consent of the President or Provincial Executive;
  - viii. Wrongfully interfering with any Officer or any accredited Representative of the Union in the discharge of their duties;
  - ix. Circulating reports designed or calculated to injure or weaken the Union;
  - x. Disobeying or willfully failing to comply with any decision or order of the Union;
  - xi. Refusing to participate in picket duty;
  - xii. Violating the Code of Conduct while representing the Union and/or attending a Union function;
  - xiii. Willfully violating the terms of the Collective Agreement as to wages, hours, benefits or working conditions or ordering or coercing any other member to work in violation of the terms of the Collective Agreement;
  - xiv. Sitting in any elected or appointed position of the BCFMWU and simultaneously forming or causing to be formed, a body intended to or capable of competing with the BCFMWU for the right to represent BCFMWU members. A breach of this provision shall constitute just cause for removing a member from all Union representative activity and any of their elected and/or appointed posts;
  - xv. Sitting in any elected or appointed position of the BCFMWU and simultaneously sitting in an appointed or elected position on any body intended to or capable of competing with the BCFMWU for the right to represent BCFMWU members. A breach of this provision shall constitute just cause for removing a member from all Union representative activity and any elected and/or appointed posts;
  - xvi. Refusing to pay to the Union any properly established dues or assessments, or any other valid financial obligations;
  - xvii. Crossing or working behind a picket line or during a work stoppage when under no legal duty to do so, without proper Union authorization;
  - xviii. Engaging in acts which tend to hinder the execution of a properly recognized and authorized labour dispute conducted by the Union;
  - xix. Laying frivolous, vexatious or repeated unfounded charges against any member of the Union; or

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- xx. Maliciously, falsely or otherwise defaming an Officer or member of the Union.
- (b) Notwithstanding any of the above, no Union Official or member can be disciplined under this Article for complying with a legal obligation that is in conflict with this Constitution.

### **Section 2 - Arbiters**

- (a) The Provincial Executive will keep current a roster of five arbiters composed of labour lawyers and/or labour arbitrators.
- (b) Arbiters will be appointed to the roster for a five year term, by way of a decision of the Provincial Executive.
- (c) Arbiters may only be removed from the roster, prior to the expiry of their term, by way of a two-thirds (2/3) vote of the Provincial Executive.
- (d) When an arbiter is required to make a decision under this Constitution, the Union shall appoint the next arbiter from the roster under subparagraph (a), following the most recently retained individual, subject to their reasonable availability.

### **Section 3 – General Provisions**

- (a) When charges are laid against an elected official, the Provincial Executive may suspend the respondent from office and appoint a substitute until their case is resolved. Such suspension does not imply pre-judgement of the case.
- (b) Any person who is a party to a proceeding under this Article, and is responsible for any part of the administration of this Article, must recuse themselves from any and all administrative responsibilities with respect to the proceeding in question.
- (c) In addition to any penalty resulting from a trial of the matter, a member who is caught working behind a picket line without proper Union authorization shall be summarily fined one thousand dollars (\$1,000.00) per offense. These fines may be disputed by written appeal to the Provincial Executive per Section 8 (b) through (d).

### **Section 4 – Procedure for Laying a Charge**

- (a) Any charge shall:
- i. Be in writing;
  - ii. Be duly signed by complainant;
  - iii. State in a specific and clear manner the facts giving rise to the charge so as to allow the respondent to enter a full and complete defense;
  - iv. Identify the specific Articles of the Constitution, By-laws or Policy allegedly being violated.
- (b) A charge must be filed with the President, Provincial Executive Officer within sixty (60) days of knowledge of the event giving rise to the charge. If the President is named in the charges, the charges may be filed with another Provincial Executive Officer. If all Provincial Executive Officers are named in the charges, the matter will be referred directly to an arbiter.
- (c) A party who fails to provide the required information may be permitted to re-file the charges in their proper form. Where such allowance is made, the timeline under paragraph (b) continues to apply.
- (d) If an individual believes charges have been laid against them for frivolous and/or vexatious reasons, they must provide notice of their intention to bring countercharges, pursuant to Article 6(1)(a)(xix), at least ten (10) business days prior to the trial of the charges brought against them.

### **Section 5 – Processing of Charges**

#### **Prima Facie Case (or First Sight Case)**

- (a) Upon receipt of filed charges, the three senior Provincial Executive Officers shall determine whether the charges disclose a first sight breach of the Union's Constitution & Bylaws. A first sight case is established where the allegations, if proven, would constitute a violation of the Constitution, by-laws, or Policy. If the panel finds there is no first sight breach, the charges will be dismissed without a hearing. The panel may consider whether the charges were laid for frivolous or vexatious reasons, and may provide its opinion in its decision. Such opinion is not a final determination and will not constitute cause for discipline without a hearing into the matter. Should there be no successful appeal, this decision shall be reported to the Provincial Executive.
- (b) If any of the Officers listed in (a) are in a position of conflict with respect to the determination under paragraph (a), their position will be filled by the next most senior Provincial Executive Officer not named in the charges.
- (c) Should the charges name three or more Provincial Executive Officers, the first sight determination will be referred directly to an arbiter, whose decision shall be final. The costs of such referral, not inclusive of any appeals, shall be borne by the Union.
- (d) Decisions under paragraphs (a) and (b) must be communicated to the complainant and respondent within fifteen (15) days of being made.
- (e) A decision under paragraphs (a) and (b) may be appealed to the next arbiter from the roster in Section 2 of this Article. A party seeking to appeal a decision under paragraphs (a) and (b) must give notice of its intention to the President, Provincial Executive Officer, in writing, within thirty (30) days of the decision being appealed. The President will refer the matter to the arbiter.
- (f) If the arbiter dismisses the appeal, this decision and the costs of the appeal shall be reported to the Provincial Executive who may charge back any portion of those costs to the appellant.

## **Section 6 – Trial Process**

- (a) The arbiter will have the power and discretion to determine all procedures for the hearing, provided such discretion is exercised in a way that respects the parties' right to natural justice, pursuant to Section 10 of the *Labour Relations Code*.
- (b) The arbiter shall consider and rule on any counter charges laid per Article 6 (1)(a)(xix) for the hearing.

## **Section 7 – Penalty**

- (a) Should the arbiter uphold the charge, they may:
  - i. Recoup any or all cost of the hearing on behalf of the Union;
  - ii. Impose a fine;
  - iii. Suspend the respondent's good standing;
  - iv. Remove the respondent from elected office;
  - v. Expel the respondent from the Union; and/or
  - vi. Impose any disciplinary measure they deem just and equitable in view of all circumstances.
- (b) Should the arbiter dismiss the charges and find they were laid for frivolous and/or vexatious reasons, contrary to Article 6(1)(a)(xix), the complainant shall be charged back all costs associated with the hearing including, but not limited to, the arbiter's reasonable costs and disbursements, and any rentals of equipment and/or space for the conduct of the hearing. This shall be in addition to any penalty imposed on them for breaching this Constitution.

## **Section 8 – Appeals**

- (a) The respondent or complainant may appeal a decision of the arbiter to the Provincial Executive.
- (b) The appeal shall be initiated through a written notice to the President, filed within thirty (30) days of the decision rendered.
- (c) The notice of appeal shall include:
  - i. A copy of the decision which is the object of the appeal;
  - ii. A short summary of the reasons for the appeal;
  - iii. The remedy sought.
- (d) A successful appeal under this section requires a two-thirds (2/3) vote of the Provincial Executive, whereby the matter shall be referred to an arbiter per Section 2 and proceed per Sections 6 and 7. Their decision shall be considered final.

## **Section 9 – Referrals to NUPGE**

Where specifically authorized by this Constitution, an individual will use the following process:

- i. The person making the referral will forward the matter to the National Union of Public and General Employees ("NUPGE"), which will investigate, produce a report containing the results of its investigation and any recommendations for further action, and provide that report to the Trustees and Provincial Executive Officers.
- ii. The person making the referral will report back to the membership the results of the investigation under subsection (i) of this provision.
- iii. NUPGE may take any temporary action it deems necessary to ensure the good and welfare of the Union.
- iv. NUPGE shall remain seized of the matter until satisfied any issues are resolved.

## **ARTICLE 7 - GOVERNING AUTHORITY**

The governing body of the Union shall be the Provincial Executive and the duly elected delegates from the membership meeting in Convention. The Convention shall be the legitimate source of authority in the Union, subject to its Constitution.

When the Union is not meeting in Convention, the Provincial Executive shall be the governing body of the Union, subject to the Constitution.

## **Section 1 – Policy Document**

All motions and decisions on BCFMWU policy made during a term will be bound into a policy document, which will be made available to the membership. This document will hold clarification rulings on interpretation disputes of the Constitution between Conventions. This document will be held and passed on to all new Provincial Executive members. Changes to this document can be made by majority vote of the Provincial Executive.

## **ARTICLE 8 - CONVENTION AND BARGAINING CONFERENCE**

### **Section 1 - Triennial Convention**

There shall be a Triennial Convention which shall be a meeting of the Provincial Executive and accredited delegates and shall be

held, where possible, in the month of April in the third year of the term. The exact date and place of the meeting shall be decided by the Provincial Executive.

**Section 2 - Purpose of a Triennial Convention**

- (a) The purpose of a Triennial Convention shall be to receive direction from the membership, by means of resolutions from the Locals and the incumbent Provincial Executive, to decide the appropriate action stemming from the resolutions and thus, to direct the incoming Provincial Executive.
- (b) The Triennial Convention shall also be charged with the responsibility of nominating candidates for each of the following Provincial Executive positions:
  - One (1) President, Provincial Executive Officer
  - One (1) 1st Vice President, Provincial Executive Officer
  - One (1) 2nd Vice President, Provincial Executive Officer
  - One (1) Secretary-Treasurer, Provincial Executive Officer
- (c) The Triennial Convention shall also be charged with the responsibility of electing the following positions:
  - Three (3) Trustees
  - One (1) Returning Officer
  - One (1) Assistant Returning Officer

**Section 3 - Special Convention**

- (a) The President, Provincial Executive Officer shall, on the request of at least thirty (30%) percent of the membership of the Union, or by a two-thirds (2/3) vote of the total Provincial Executive, convene a Special Convention of the Union at any time, providing one hundred twenty (120) days' prior notice of the date, time, place, and purpose of such meeting is given to the membership as a whole. In the case of a Special Convention, delegates thereto shall be elected as provided in Section 5. Credentials for a Special Convention shall be forwarded to the Union headquarters at least forty-five (45) days before the meeting date.
- (b) A Special Convention shall deal with the matters for which the Convention was convened. A Special Convention shall not nominate candidates for a new Provincial Executive.
- (c) Representation, voting procedure, and rules of Special Conventions shall be the same as for regular Conventions as set forth in the Constitution.

**Section 4 - Bargaining Conference**

- (a) A Bargaining Conference shall be held not later than seven (7) months and not earlier than ten (10) months prior to the expiry of the Collective Agreement.
- (b) Submission of resolutions and selection of delegates shall be in accordance with this Constitution.
- (c) The prime purpose of the Conference will be to establish bargaining priorities. All resolutions adopted by the Conference shall be adopted in principle only and shall in no way be considered to mandate a Bargaining Committee.
- (d) Article 8, Section 6 shall apply.

**Section 5 - Delegates to Convention and Bargaining Conference**

- (a) Members of the Provincial Executive, Ships' Officers' Component Executive and Deas Dock Component Executive shall be delegates by right to the Convention of the Union.
- (b) Other delegates to Convention shall be elected from each Local, by referendum of the Local membership, on the following basis:
  - i. One (1) delegate for the first five (5) members of the Local; and
  - ii. One (1) additional delegate for each additional fifty (50) members, or any fraction thereof.
  - iii. Members/Delegates:

Members	Delegates	Members	Delegates
1-5	1	356-405	9
6-55	2	406-455	10
56-105	3	506-555	11
106-155	4	556-605	12
156-205	5	605-655	13
206-255	6	656-705	14
256-305	7	706-755	15
306-355	8	756-805	16

Plus Local President By Right

- (c) When a Local elects its delegates to Convention, unsuccessful candidates for position of delegate, ranking according to the number of votes received, shall be alternate delegates to Convention.
- (d) A delegate must be a member in good standing.
- (e) A member may be nominated in their regular POA or a temporary POA, while nominations are open, but can only be nominated once. Once elected they will represent that Local regardless of their POA at the time of the event.

#### **Section 6 - Credentials**

- (a) The Secretary-Treasurer, Provincial Executive Officer shall mail the Call to Convention to all Locals at least one hundred and fifty (150) days prior to the date of Convention along with the correct number of credentials forms as allowed by membership records at the time of the call.
- (b) Each Local shall make out credentials for delegates to the Union office at least ninety (90) days prior to the date of Convention; one (1) copy is to be delivered to the delegates to be produced by them to the Credentials Committee at Convention; and one (1) copy is to be kept on file with the Local Recording Secretary.
- (c) Delegates' credentials submitted from each Local shall be in the form set out in Appendix "C" and shall be provided by the BC Ferry & Marine Workers' Union Head Office.
- (d) All delegates attending Convention shall receive credentials supplied by BC Ferry & Marine Workers' Union's Head Office as set out on Appendix "C".
- (e) If a deadline is missed, or if any of the preceding procedures are not followed, the delegates shall only be accredited by a majority vote of the delegates present and voting at the convention.
- (f) If a delegate is unable to attend, their credentials shall be turned over to the appropriate alternate, who shall be registered as the delegate in their place.

#### **Section 7 - Resolutions to Convention or Bargaining Conference**

- (a) Members of the Union may bring matters before Convention for consideration only by means of resolutions submitted to and approved by the Local to which they belong, as evidenced by the signature of the Local President.
- (b) The Provincial Executive and Component Executives may submit resolutions to Convention.
- (c) All resolutions for submission to Convention must be delivered to and received at the Union office at least one hundred and twenty (120) days prior to the convention date provided. Resolutions received less than one hundred and twenty (120) days prior to Convention shall not be considered, unless of an emergency nature.
- (d) Position papers based on the key areas of concern expressed in the resolutions shall be written by the Bargaining Resolutions Committee and forwarded to the members of the Provincial Executive sixty (60) days prior to the Bargaining Conference for debate at Local general meetings as per Article 10, Section 6(b).
- (e) The Provincial Executive shall arrange that each delegate to Convention shall be sent a copy of all resolutions to be submitted to the Convention, including the Resolutions Committee's recommendations, at least twenty (20) days prior to the Convention date.
- (f) A majority vote of the delegates present and voting shall be sufficient to pass any position papers or resolutions presented to Convention.
- (g) Resolutions passed by Convention shall not take effect until the adjournment of the Convention at which they were adopted.
- (h) All resolutions submitted to the Resolutions Committee shall be identified by Local and Article numbers; that there be only one (1) resolution per sheet; and resolutions be typed or legibly printed, dated as to date passed at Local meeting and signed in accordance with subsection (a). This information shall be displayed at the top of each resolution sheet.

#### **Section 8 - Order of Business**

The order of business at all Conventions and Bargaining Conferences shall be determined prior to Convention by the Provincial Executive subject to the approval of Convention.

#### **Section 9 - Errors and Omissions**

No error or omission in the contents of any notice calling a Convention shall affect the status of such Convention or invalidate anything done or passed thereat.

### **ARTICLE 9 - PROVINCIAL EXECUTIVE**

#### **Section 1 - Governing Authority of the Union**

As provided in Article 7, the Provincial Executive shall be the governing authority of the Union between Conventions. The Provincial Executive shall be the decision-making body of the Union on all interpretations of the Constitution between Conventions.

#### **Section 2 - Terms of Office**

- (a) The Provincial Executive Officers and Deas Dock Component President shall be elected for a three-year term. Each term will terminate on the last day of May in the last year of the term.
- (b) The Ships' Officers' Component President and SOC Table Officers shall be elected for a three-year term. Each term will

terminate on the last day of June in the last year of the term.

### **Section 3 - Structure**

The Provincial Executive shall be structured and the following Provincial Executive members shall be known as follows:

President, Provincial Executive Officer;

1st Vice President, Provincial Executive Officer;

2nd Vice President, Provincial Executive Officer;

Secretary-Treasurer, Provincial Executive Officer;

Ships' Officers' Component President, Provincial Executive Officer;

Deas Dock Component President, Provincial Executive Officer;

SOC Engineering Representative;

SOC Catering Representative;

SOC Deck Representative; and

Eleven (11) unlicensed Local Presidents referred to in Article 16, Section 8.

### **Section 4 - Recall of a Provincial Executive Member**

A simple majority petition of the affected members shall cause the Returning Officer to hold a ballot within thirty (30) days to confirm the validity of the petition. In the event that the ballot supports a simple majority of the affected membership petition for a recall of a Provincial Executive member, the Provincial Executive shall, within thirty (30) days, have cause to call for and close nominations for the affected position and shall, within thirty (30) additional days, have a referendum ballot of the affected membership.

### **Section 5 - Meetings**

- (a) The Provincial Executive shall meet a minimum of nine (9) times per calendar year at such time and place the members thereof determine or more often if deemed necessary or as summoned by the direction of the President, Provincial Executive Officer.
- (b) Any member of the Provincial Executive who fails to attend meetings of the Provincial Executive without good and sufficient reason shall forthwith cease to be a member of the Provincial Executive.
- (c) Except in the case of special meetings, Provincial Executive members shall be given fourteen (14) days' notice of such meetings, accompanied by agenda items. The agenda will be posted on Local bulletin boards for the membership to review.
- (d) Two-thirds (2/3) of the elected Provincial Executive or alternates shall constitute a quorum. If there shall be no quorum present at the time and place appointed for a meeting of the Provincial Executive, the members in attendance shall not conduct any business but shall adjourn the meeting to another time and place, provided however, that seven (7) days notice of each adjourned meeting and the object thereof shall be communicated to all members of the Provincial Executive.

### **Section 6 - Training**

Training for all Provincial Executive members shall be made available at the Union's expense. Training shall encompass the following areas: chairing a meeting, Bourinot's Rules of Order, effective communication, and administration. The training shall be provided immediately upon election to the Provincial Executive.

### **Section 7 - Vacancies**

- (a) Should the positions of President, Provincial Executive Officer or 1st Vice President, Provincial Executive Officer become vacant, those positions will be filled by succession.
- (b) Should the positions of 2nd Vice President, Provincial Executive Officer or Secretary-Treasurer, Provincial Executive Officer become vacant, those positions will be filled by an appointment of the Provincial Executive, unless the remaining term is greater than six (6) months, in which case it shall be filled according to the balloting procedures outlined in Article 15, Section 4.
- (c) In the event that the Ships' Officers' Component President, Provincial Executive Officer's position becomes vacant, that position will be filled according to the bylaws of the Ships' Officers' Component.
- (d) Vacancies in any of the remaining Provincial Executive positions shall be filled by referendum vote of the affected membership.
- (d) Should any of the Local Presidents be unable to attend a Provincial Executive meeting, the affected President shall appoint a member of the Local Executive to attend in their place, in accordance with Local bylaws.
- (e) Should the Secretary-Treasurer, Provincial Executive Officer be unable to carry out their duties due to illness, holidays, etc., the President, Provincial Executive Officer or their designate, in conjunction with the remaining members of the Finance Committee, shall administer the Union funds.
  - i. In the Secretary-Treasurer's absence, the Provincial Executive may appoint a member of the Financial Committee to sit in meetings as the Secretary-Treasurer, Provincial Executive Officer.
- (f) Should an Executive member wish to resign their position, they shall do so in writing and that written decision shall be final

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and binding.

### **Section 8 - President, Provincial Executive Officer**

- (a) The President, Provincial Executive Officer shall be the full-time Provincial Executive Officer of the Union, managing daily operations. They are the chairperson of the Provincial Executive and will have authority to conduct the affairs of the Union between meetings as directed by the Provincial Executive.
  - (i) The salary of the President, Provincial Executive Officer of the BC Ferry & Marine Workers' Union shall be \$101,268, with increases equal to those negotiated between the BCFMWU and BC Ferry Services Inc., as of April 2012.
  - (ii) Prior to the close of nominations for the position of President, Provincial Executive Officer, the contract with compensation details agreed upon by the Provincial Executive for the upcoming term, will be made available.
- (b) The President, Provincial Executive Officer shall enforce the Constitution.
- (c) The President, Provincial Executive Officer shall assign duties to the other Provincial Executive members and Union staff and shall exercise supervision over them, ensuring that they perform their duties strictly in accordance with the Constitution.
- (d) The President, Provincial Executive Officer shall be one of the five (5) designated signing authorities for payments out of the Union's account.
- (e) The President, Provincial Executive Officer shall be a member by right of all committees.
- (f) The President, Provincial Executive Officer of the Union, or his designate, shall preside at the Triennial Convention, Special Convention and Bargaining Conference.
- (g) The President, Provincial Executive Officer shall be entitled to vote on all matters before the Union, including the election of the Provincial Executive.
- (h) The President, Provincial Executive Officer shall have the authority to convene a telephone conference call to deal with matters of pressing importance.
- (i) The President, Provincial Executive Officer, or Acting President, Provincial Executive Officer, shall attend a minimum of one (1) general meeting at each Local at least once a year upon request.
- (j) The President, Provincial Executive Officer shall be the Union's nominee to the Provincial Executive Council of the BC Federation of Labour unless they choose to appoint another Union member who is in good standing and an accredited delegate to the BC Federation of Labour convention. Should more than one seat be available to the BC Ferry & Marine Workers' Union, the additional seats would be decided by the delegates to that convention.
- (k) The point of assembly for the position of full-time President, Provincial Executive Officer shall be the Union office. Expenses will not be paid for commuting to work at the Union office.
- (l) Expenses to relocate to the point of assembly will be paid by the Union to the amount negotiated in the collective agreement between British Columbia Ferry Services Inc. ("BC Ferries") and the BCFMWU.

### **Section 9 - 1st Vice President, Provincial Executive Officer**

It shall be the duty of the 1st Vice President, Provincial Executive Officer to assist the President, Provincial Executive Officer in the discharge of their duties. In the absence of the President, Provincial Executive Officer, the 1st Vice-President, Provincial Executive Officer shall assume the duties of the President, Provincial Executive Officer.

### **Section 10 - Secretary-Treasurer, Provincial Executive Officer**

- (a) The Secretary-Treasurer, Provincial Executive Officer of the Union shall be responsible to the Provincial Executive for all financial administrative matters and shall ensure the required books are maintained, showing all revenue and expenses.
- (b) The Secretary-Treasurer, Provincial Executive Officer shall cause to have prepared a monthly revenue and expense statement which shall be distributed with the Provincial Executive minutes.
- (c) The Secretary-Treasurer, Provincial Executive Officer shall be one of the five (5) designated signing authorities for payment of cheques on the Union account and shall cause to be paid all bills authorized for payment by the Union.
- (d) The Secretary-Treasurer, Provincial Executive Officer is empowered to authorize the normal month-to-month expenditures of the Union such as employees' wages, unemployment insurance premiums, and members' expenses as per the Financial Guide. Expenditures other than normal shall not exceed one thousand (\$1,000.00) dollars without the endorsement of the majority of the Provincial Executive.
- (e) The Secretary-Treasurer, Provincial Executive Officer shall cause to be kept an accurate record of the membership of the Union, including the original application for membership cards, which shall be kept on file. The Secretary-Treasurer, Provincial Executive Officer shall cause to be kept a continuous record of the dues payments made to the Union on forms provided for these purposes. They shall cause to be issued receipts for all monies in a bank or credit union with chequing facilities, as the Provincial Executive may direct in the name of the Union.
- (f) The Secretary-Treasurer, Provincial Executive Officer shall cause to have prepared a monthly membership report.
- (g) The Secretary-Treasurer, Provincial Executive Officer shall produce books, vouchers, and any other materials or information to the Finance Committee and Trustees required to carry out their scheduled reviews, upon request in writing, after ensuring the information complies with the Union's statutory and contractual obligations.
- (h) Secretary-Treasurer, Provincial Executive Officer shall, with the Trustees, direct an annual external audit of the Union and participate in identifying any potential areas of financial concern to the auditors (the "Annual Audit").

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- (i) The Secretary-Treasurer, Provincial Executive Officer shall produce all books, vouchers, and any other materials or information to the auditor(s) conducting the Annual Audit. .
  - (j) Should the auditors provide anything other than an “unqualified opinion” on the Annual Audit, the Secretary-Treasurer, Provincial Executive Officer, may follow the steps in Article 6, Section 9.
  - (k) The Secretary-Treasurer, Provincial Executive Officer shall enforce the terms of the Financial Guide and the Investment Policy Statement.
  - (l) The Secretary-Treasurer, Provincial Executive Officer shall meet with an investment advisor as required, but no less frequently than once per year.
  - (m) All investments shall comply with established standards as set out in The Trustee Act of British Columbia R.S. Chapter 464, as amended.
  - (n) The Secretary-Treasurer, Provincial Executive Officer shall not create or close any accounts without prior authorization of the Provincial Executive.
  - (o) The Secretary-Treasurer, Provincial Executive Officer of the Union is authorized to transfer money in excess of current expenses, between Union accounts.
  - (p) The Secretary-Treasurer, Provincial Executive Officer shall advise the Finance Committee of any professional investment recommendations they are given and/or any investments made. Any investment decision may be reviewed by the Provincial Executive.
  - (q) The Secretary-Treasurer, Provincial Executive Officer shall obtain the approval of the Finance Committee prior to purchasing any investments contrary to the advice of the investment advisor; such purchases shall be reported to the Provincial Executive.
  - (r) The Secretary-Treasurer, Provincial Executive Officer shall deliver a quarterly investment report to the Provincial Executive of the Union. This report will explain any changes and discuss investment direction.
  - (s) The Secretary-Treasurer, Provincial Executive Officer shall ensure the Trustees’ semi-annual reports are produced and delivered to the Provincial Executive.
  - (t) The Secretary-Treasurer, Provincial Executive Officer of the Union shall cause an insurance policy to be in effect covering employees and Provincial Executive members while on Union business, as well as all other members engaged in Union business authorized by the Provincial Executive for loss of wages or injury in the event of accidents, etc.
  - (u) The Secretary-Treasurer, Provincial Executive Officer shall be concerned primarily with financial matters. Except where otherwise specified in this Constitution, they will only act on a committee when appointed by the Provincial Executive.
  - (v) The Secretary-Treasurer, Provincial Executive Officer shall cause to be kept a correct, full and impartial account of the proceedings of each Provincial Executive meeting of the Union, in a minute book.

## **ARTICLE 10 - COMMITTEES**

### **Section 1 - Establishment**

The Provincial Executive shall establish committees, appoint the chairperson of each committee, and delegate duties to the committees as it sees fit. The Committees to be established shall include, but need not be confined to, the following:

- (a) Convention Committee
- (b) Finance Committee
- (c) Constitutional Resolutions Committee
- (d) Bargaining Resolutions Committee
- (e) Occupational Health and Safety Committee
- (f) Education Committee
- (g) Marine Safety and Licensing Committee
- (h) Technological Change Committee
- (i) Communication Committee
- (j) Apprenticeship Committee
- (k) Balloting Committee
- (l) Standing Bargaining Committee
- (m) Central Negotiating Committee
- (n) Human Rights Committee
- (o) Young Workers Committee
- (p) Grievance Appeal Committee
- (q) Women’s Committee

### **Section 2 - Component Representation on Committees**

The Ships’ Officers' Component Executive and Deas Dock Component Executive shall appoint representatives to any relevant committees in Section 1 on the basis of proportional representation.

### **Section 3 - Duties**

- (a) The first order of business for any committee will be forming their terms of reference, and a plan defining their goals and

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budget for each fiscal year between Convention.

- (b) Each committee shall provide written reports to the Provincial Executive for review on a regular basis.
- (c) Each committee shall provide a written report to the Triennial Convention.

#### **Section 4 - Finance Committee**

- (a) The Finance Committee shall consist of four (4) members. The Secretary-Treasurer, Provincial Executive Officer will be one of those members by right.
- (b) The Finance Committee will have the responsibility of reviewing the finances of the Union, and advising on creating policies and administrative procedures for fiscal responsibility.
- (c) The Finance Committee shall:
  - i. Meet no fewer than four times annually;
  - ii. Meet with the investment advisor at the start of each term to discuss investment strategies and direction, and approve an investment policy statement, which shall be reported to the Provincial Executive in the Finance Committee Report;
  - iii. Annually review Union financial policies and, after consulting with the Trustees, make recommendations for any amendments to the Provincial Executive;
  - iv. Provide the Trustees with drafts of any recommendation made under subsection 4 (c)(iii) no later than four weeks prior to presenting them to the Provincial Executive;
  - v. Annually recommend the name of a qualified auditor to the Provincial Executive, following consultation with the Trustees and Union staff; and
  - vi. Cooperate in the Annual Audit, including participation in any interviews required by the auditor(s) or Trustees, and providing input to the auditor(s) with respect to any areas of financial concern.
- (d) The Finance Committee may:
  - i. Review the financial statements and all supporting documentation of any Component or Local;
  - ii. Decide if any officer, staff or other person who handles the Union's money or property needs to be bonded;
  - iii. Withhold money to any Component or Local not following financial policies;
  - iv. Immediately freeze the funds of any Component or Local that violates financial policies, subject to review by the Provincial Executive; and
  - v. Order any Component or Local to pay any account run up by, or on behalf of, that Component or Local.

#### **Section 5 - Constitutional Resolutions Committee**

The Constitutional Resolutions Committee shall meet prior to Convention for consideration of all resolutions and make a recommendation to Convention on all resolutions.

#### **Section 6 - Bargaining Resolutions Committee**

- (a) The Bargaining Resolutions Committee will include but not be limited to the following:
  - One (1) Ships' Officers' Deck Officer
  - One (1) member from the Engineering Department
  - One (1) member from Casual Employees
  - One (1) member from the Catering Department
  - One (1) member from the Deck Department
  - One (1) member from Clerical Staff
  - One (1) Ships' Officers' Engineering Officer
  - One (1) member from Terminal Staff
  - One (1) member from Trades
  - One (1) member from Commercial Services Division
- (b) The Bargaining Resolutions Committee shall:
  - i. Meet prior to the Bargaining Conference for consideration of all resolutions;
  - ii. Write position papers based on the key areas of concern as identified by the resolutions;
  - iii. Ensure that all position papers are delivered to all members of the Provincial Executive sixty (60) days prior to the Bargaining Conference for debate at Local general meetings; and
  - iv. Prioritize all resolutions not covered by position papers and make recommendations to the Bargaining Conference on them.

#### **Section 7 - Occupational Health and Safety Committee**

Safety Committee training may be provided for Safety Committee members above and beyond the training provided by the

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Employer at the discretion of the Provincial Executive.

### **Section 8 - Balloting Committee**

The Balloting Committee shall consist of the Returning Officer and Assistant Returning Officer and shall supervise all ballots on behalf of the Union.

### **Section 9 - Standing Bargaining Committee**

The Standing Bargaining Committee shall be comprised of the President, Provincial Executive Officer, Component Presidents, and two (2) other members of the Union.

### **Section 10 - Central Negotiating Committee**

- (a) The Central Negotiating Committee shall consist of the Standing Bargaining Committee and any further appointments deemed necessary by the Provincial Executive and Ships' Officers' Component Executive.
- (b) The Ships' Officers' Component Executive shall appoint alternates to replace a Ships' Officers' member who is absent.
- (c) Where special issues arise relating to an occupational or other group, the Central Negotiating Committee has authority to bring representatives from the group to participate in bargaining. The group representatives shall have voice but no vote.
- (d) The Central Negotiating Committee shall be directed by:
  - i. Resolutions and position papers passed at the Bargaining Conference.
  - ii. Resolutions passed by a two-thirds (2/3) vote of the Provincial Executive.
- (e) Any member of the Central Negotiating Committee can require the Committee to act only on a two-thirds (2/3) majority vote with respect to any bargaining matter before the Committee.
- (f) Negotiating expertise may be hired, with the approval of the Provincial Executive, for bargaining on the recommendation of the Central Negotiating Committee.

### **Section 11 – Grievance Appeal Process**

- (a) The Grievance Appeal Committee shall be comprised of the President Provincial Executive Officer, SOC President Provincial Executive Officer, Deas Dock Component President, and the affected Local President, or their designate. The Grievance Appeal Committee shall meet as needed prior to Provincial Executive meeting or as otherwise directed by the Provincial Executive.
- (b) Grievance Appeals at Steps 1 & 2:

If Local bylaws are silent on a grievance appeals process the grievance appeal will be reviewed by the assigned designate. Local appeals may be filed through the Local President or Union Office, care of the Local President.
- (c) Grievance Appeals at Step 3:
  - i. The member or affected Local President may appeal the decision of their designated representative to the Provincial President in writing within seven (7) business days of being notified of the decision.
  - ii. The President, Provincial Executive Officer or designate will initiate a review of the decision which will be given to the Grievance Appeals Committee within 30 days of the member's appeal. This review will only assess if the decision of the designated representative was arbitrary, discriminatory or in bad faith.
  - iii. The Grievance Appeal Committee will provide a recommendation at the next Provincial Executive meeting whether to proceed to arbitration, investigate further, or not proceed. The decision on an appeal shall not remain outstanding for more than two consecutive Provincial Executive meetings. Decision of the Provincial Executive will be considered final.

## **ARTICLE 11 - COMPONENTS**

### **Section 1 - Ships' Officers' Component**

#### **(a) Definitions**

The Ships' Officers' Component ("SOC") shall be an autonomous component of the BCFMWU under the guidelines of the Don Cott Agreement. It shall be the properly recognized authority to transact any business for its members at meetings with the Employer under Article 32 of the Collective Agreement. It shall be the representative for those members, regular and casual, who work in positions within BC Ferries for which a Master, Mate or Engineering Certificate of Competency is required. It shall also be the representative for Electrical Officers and for Chief Stewards.

#### **(b) Purpose**

The purpose of the Ships' Officers' Component is to more effectively administer the members of the Union listed in paragraph (a).

#### **(c) Ships' Officers' Component Executive and Licensed Locals**

The Ships' Officers' Component Executive shall be elected pursuant to the bylaws of the Ships' Officers' Component.

(d) Ships' Officers' Component Locals

Local 12 President - elected by SOC membership, Nanaimo and vicinity

Local 13 President - elected by SOC membership, Tsawwassen and vicinity

Local 14 President - elected by SOC membership, Horseshoe Bay and vicinity

Local 15 President - elected by SOC membership, Prince Rupert, Skidegate and vicinity including vessels servicing the North

Local 16 President - elected by SOC membership, Powell River, Texada and vicinity

Local 17 President - elected by SOC membership, Northern Gulf Islands including: Alert Bay, Cortes Island, Courtenay, Denman Island, Hornby Island, Little River, Quadra Island and vicinity

Local 18 President - elected by SOC membership, Swartz Bay and vicinity

Local 19 President - elected by SOC membership, Langdale and vicinity

Local 20 President - elected by SOC membership, Southern Gulf Islands including: Salt Spring Island, Thetis Island and vicinity

(e) Staff

The Ships' Officers' Component Executive shall have the authority to appoint a staff representative to carry out the affairs of the Ships' Officers' members, as they see fit.

(f) Canadian Marine Advisory Council Representatives

The Ships' Officers' Component Executive shall have the authority to appoint members to the Canadian Marine Advisory Council. This shall not preclude the Provincial Executive from making appointments to the Canadian Marine Advisory Council.

(g) Tentative Agreement

No tentative agreement will be taken to the membership for ratification, without the reciprocal approval of the Ships' Officers' Component Executive.

(h) Negotiations Between the Union and Component

i. The Ships' Officers' Component and Provincial Executives shall negotiate a suitable compensation and benefits package for the Ships' Officers' Component President, Provincial Executive Officer.

ii. If the Provincial Executive does not approve a suitable compensation and benefits package within ninety (90) days of the election of the Ships' Officers' Component President, Provincial Executive Officer, except with the agreement of the Ships' Officers' Component President, Provincial Executive Officer, the negotiations shall be referred to a Compensation Committee consisting of three (3) members in good standing; one (1) member chosen by the Provincial Executive, one (1) member chosen by the SOC Executive, and one (1) member chosen by the Deas Component Executive. Their decision will be binding.

(i) Dues and Funding for the Component

i. An adequate percentage of the dues generated by the members working in Ships' Officers' Component positions shall be made available to the Component for funding its operation.

ii. A working committee consisting of an equal number of representatives from the Provincial Executive and the Ships' Officers' Component shall meet at least annually to negotiate/determine the percentage of dues to be shared as well as the expenses that the Ships' Officers' Component shall be responsible for from these funds.

(j) Attendance at Provincial Executive Meetings

Should the Ships' Officers' Component President, Provincial Executive Officer, be unable to attend a Provincial Executive meeting, a member of the SOC Executive Officers shall attend in their place, in accordance with the SOC bylaws.

## Section 2 - Deas Dock Component

(a) Definitions

The Deas Dock Component (DDC) shall be an autonomous component of the BCFMWU. It shall be the representative for those members, regular and casual, employed by the BC Ferry Services or its Subsidiaries that are covered within Article 33 of the Collective Agreement.

(b) Negotiations between the Union and the DDC

The Deas Dock Component Executive shall negotiate any other matter with the Provincial Executive, or its representative, as is consistent with the Constitution.

Dues and Funding for the Component:

i. An adequate percentage of the dues generated by the members working within the Component shall be made available to the Component for funding its operation.

ii. A working committee consisting of an equal number of representatives from the Provincial Executive and the Deas Dock Component shall meet at least annually to negotiate/determine the percentage of dues to be shared as well as the expenses

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that Deas Dock Component shall be responsible for from these funds.

(c) Negotiations and Business pertaining to Article 33

The Deas Dock Component shall be the proper recognized authority to transact any and all negotiations or business for its members at meetings with the Employer pertaining to Article 33 of the Collective Agreement.

## **ARTICLE 12 - BOARD OF TRUSTEES**

### **Section 1 - Composition**

- (a) The Board of Trustees shall consist of three (3) members who may not serve simultaneously on any Committee or hold office within the Union.
- (b) The Board of Trustees shall be elected at each Triennial Convention for a three-year term according to the procedures outlined in Article 14, Section 4. Each term will terminate on the last day in May of the last year of the term.
- (c) Training shall be provided to the Trustees, at the Union's expense, in order to prepare them for discharge of their duties, including the conduct of the semi-annual financial reviews. Training shall include an orientation of the Union's finances with the outgoing and incoming Secretary-Treasurers and Trustees (where applicable), and training in financial literacy and effective communication.
- (d) In the event that the position of Trustee becomes vacant, the Provincial Executive will solicit nominations from the membership for the position of Trustee and elect a Trustee from the members nominated.
- (e) Trustees of the Union shall be delegates to each Triennial Convention of the Union with voice in matters related to their position, but no vote and will supply a report.

### **Section 2 - Duties of Trustees**

- (a) The Trustees shall not violate or compromise their position of trust. Furthermore, the Trustees shall not engage in the politics of the Union and shall maintain the highest level of impartiality in the day-to-day supervision of the Union's finances.
- (b) The Trustees shall review the finances and financial practices of the Union and shall, at all times, seek to protect and further the good and welfare of the Union. In order to give effect to these duties, the Trustees:
  - i. Shall review the financial accounts held by the Union Office twice annually; six months into the fiscal year and immediately prior to the Annual Audit. The Trustees may interview any member of the Finance Committee or the Provincial Executive as a part of these reviews and shall provide a report of their findings to the Secretary-Treasurer, Provincial Executive Officer;
  - ii. Shall, with the Secretary-Treasurer, Provincial Executive Officer direct the Annual Audit and participate in identifying any potential areas of financial concern to the auditor(s);
  - iii. Shall have access to Component or Local financial statements and any supporting documentation, upon written request to the Components or Locals, once the Union has ensured the information complies with its statutory and contractual obligations;
  - iv. Shall annually review Component and Local finances, and shall report any issues or concerns to the Provincial Executive;
  - v. Shall review any policy recommendations proposed by the Finance Committee, and may provide comments on those recommendations for the consideration of the Provincial Executive;
  - vi. May propose recommendations to the Finance Committee or the Provincial Executive;
  - vii. Shall sign such inventory immediately preceding the Convention and report damage and loss to the Provincial Executive; and
  - viii. Shall cause to have presented a general report of the financial business of the Union at the subsequent Provincial Executive meeting following the Annual Audit.
- (c) Should the auditors provide anything other than an "unqualified opinion" on the Annual Audit, the Trustees may direct their Chair to follow the steps in Article 6, Section 9.
- (d) Should a petition signed by forty percent (40%) of the membership be forwarded to the Trustees regarding the operation of the Union or state of the Union as a whole, the Trustees shall review the petition and membership information to ensure the petition is in compliance with the requirements of this section. Where a petition is in compliance, their Chair shall follow the steps in Article 6, Section 9.
- (e) The Trustees shall not violate or compromise their position of trust. Furthermore, the Trustees shall not engage in the politics of the Union and shall maintain the highest level of impartiality in the day-to-day supervision of the Union's finances.

## **ARTICLE 13 - RETURNING OFFICER AND ASSISTANT RETURNING OFFICER**

### **Section 1 - Returning Officer**

- (a) The Returning Officer shall be elected to a three-year term at the Triennial Convention according to the balloting procedures in Article 14, Section 5. The Returning Officer shall be a delegate to Convention by right of office and shall have voice but

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no vote.

- (b) The Returning Officer's term of office shall commence upon election.
- (c) The Returning Officer shall not violate or compromise their position of trust. Furthermore, the Returning Officer shall not engage in the politics of the Union and shall maintain the highest level of impartiality in the supervision of the Union's ballots.

### **Section 2 - Assistant Returning Officer**

- (a) The Assistant Returning Officer shall be elected to a three-year term at the Triennial Convention according to the balloting procedures in Article 14, Section 5. The Assistant Returning Officer shall be a delegate to Convention by right of office and shall have voice but no vote.
- (b) The Assistant Returning Officer's term of office shall commence upon election.
- (c) The Assistant Returning Officer shall not violate or compromise their position of trust. Furthermore, the Assistant Returning Officer shall not engage in the politics of the Union and shall maintain the highest level of impartiality in the supervision of the Union's ballots.
- (d) The Assistant Returning Officer shall act under the supervision of the Returning Officer and assist them in carrying out their duties.

## **ARTICLE 14 - ELECTION OF UNION OFFICERS**

### **Section 1 - Nomination Procedure**

All nominations for Union office or delegate status must be in writing, signed by the nominator, and must be accompanied by a written agreement to stand, signed by the nominee, whose signature shall be witnessed by the nominator or another member of the Union.

### **Section 2 - Nomination of Provincial Executive**

- (a) Nominations for the following Provincial Executive positions may be made by any Union member and shall close at Convention:
  - One (1) President, Provincial Executive Officer
  - One (1) 1st Vice President, Provincial Executive Officer
  - One (1) 2nd Vice President, Provincial Executive Officer
  - One (1) Secretary-Treasurer, Provincial Executive Officer
- (b) Nominations for the position of Ships' Officers' President, Provincial Executive Officer shall be in accordance with the Ships' Officers' Component bylaws.
- (c) Nominations for the position of Deas Dock Component President, Provincial Executive Officer shall be in accordance with the Deas Dock Component bylaws.
- (d) Nominations for the positions of Local President shall close as soon as practical after the completion of the election of the positions of President, Provincial Executive Officer, 1st Vice President, Provincial Executive Officer, 2nd Vice President, Provincial Executive Officer and Secretary-Treasurer, Provincial Executive Officer but no later than May 31.
- (e) Nominations for the positions of Local President shall be made by the membership of the following Locals:
  - Local 1 President - elected by the unlicensed membership, ship and shore: Swartz Bay and vicinity
  - Local 2 President - elected by the unlicensed membership, ship and shore: Nanaimo and vicinity
  - Local 3 President - elected by the unlicensed membership, ship and shore: Tsawwassen and vicinity
  - Local 4 President - elected by the unlicensed membership, ship and shore: Horseshoe Bay and vicinity
  - Local 5 President - elected by the unlicensed membership, ship and shore: Langdale and vicinity
  - Local 6 President - elected by the unlicensed membership, ship and shore: Earls Cove, Powell River, Texada and vicinity
  - Local 7 President - elected by the unlicensed membership, ship and shore: Southern Gulf Islands including: Penelakut (Kuper) Island, Thetis Island and vicinity
  - Local 8 President- elected by the unlicensed membership Deas (Richmond) and vicinity
  - Local 9 President - elected by the unlicensed membership, ship and shore: Victoria Head Office and vicinity
  - Local 10 President - elected by the unlicensed membership, ship and shore: Bear Cove, Prince Rupert, Skidegate and vicinity including vessels servicing the North
  - Local 11 President - elected by the unlicensed membership, ship and shore: Northern Gulf Islands including Alert Bay, Cortes Island, Courtenay, Denman Island, Hornby Island, Little River, Quadra Island and vicinity

### **Section 3 - Election of Provincial Executive**

- (a) A ballot for the positions of President, Provincial Executive Officer; 1st Vice President, Provincial Executive Officer; 2nd Vice President, Provincial Executive Officer; and Secretary-Treasurer, Provincial Executive Officer shall be conducted in

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accordance with the balloting procedure in Article 15, Sections 3 and 4.

- (b) A ballot for the positions of Ships' Officers' Component President, Provincial Executive Officer, SOC Deck Representative, SOC Catering Representative, and SOC Engineering Representative shall be conducted in accordance with the Ships' Officers' Component bylaws.
- (c) A ballot for the position of Deas Component President, Provincial Executive Officer shall be conducted in accordance with the Deas Component bylaws.
- (d) A referendum ballot of the affected membership for the positions of Local President shall be conducted in accordance with the Local bylaws. All candidates for the position of Local President shall be placed on the ballot.

#### **Section 4 - Election of Board of Trustees**

- (a) Nominations for the Board of Trustees may be made by any Union member and shall close forty-five (45) days prior to Convention.
- (b) Trustees shall be elected by secret ballot by the delegates to the Triennial Convention. Each accredited delegate shall cast no more than three (3) votes. The three (3) nominees with the highest number of votes shall be declared elected.

#### **Section 5 - Election of Returning Officer and Assistant Returning Officer**

- (a) Nominations for the position of Returning Officer and Assistant Returning Officer may be made by any Union member and shall close at Convention.
- (b) The Returning Officer and Assistant Returning Officer shall be elected by secret ballot by the delegates to the Triennial Convention. Each accredited delegate shall cast one (1) vote for each position. The candidate with the highest number of votes in each position shall be declared elected.

#### **Section 6 - Election of Delegates to Convention and Bargaining Conference**

- (a) Nominations for delegates to Convention or Bargaining Conference may be made by any Union member of the Local in accordance with Local bylaws.
- (b) The Local shall elect delegates to Convention, in accordance with the Local bylaws.
- (c) Unsuccessful candidates for the position of delegate, ranking according to the number of votes received, shall be alternate delegates to Convention.

#### **Section 7 - Election of Site Safety Worker Representatives**

The BCFMWU will hold elections for the Site Safety Worker Representatives at the Local levels, including multi-Local elections when two or more Locals work on the same site. The elected Site Safety Representatives will elect their Representatives at the Regional levels. And those elected Regional Worker Safety Representatives will elect their Worker Safety Representatives to the Senior Joint Occupational Health and Safety Committee.

- (a) Successful applicants will be elected for a three (3) year term.
- (b) Elections will be staggered such that one third (1/3) of the incumbent Worker Representative seats are up for election annually.
- (c) Cycle of elections to commence January 2013.

### **ARTICLE 15 - BALLOTING PROCEDURES**

#### **Section 1 - Standard Procedures Applied to all Union Elections**

- (a) If only one (1) nomination is received for an elected position, the nominee shall be declared elected to the position by acclamation.
- (b) The candidate receiving the most votes shall be declared to be elected.
- (c) In the case of a tie, there shall be a run-off ballot between affected candidates.
- (d) Should any or all but one of the candidates withdraw from the election, the remaining candidate shall be declared elected.

#### **Section 2 - Scrutineers**

Candidates for office shall not attend the balloting and counting, except to cast a ballot, but may designate a scrutineer to attend on their behalf.

#### **Section 3 - Election Procedure for Convention**

Two (2) candidates for office, per position, for the fleet wide referendum ballot shall be chosen as follows:

- (a) Each voting delegate shall vote for one candidate for the position of President, Provincial Executive Officer; 1st Vice President, Provincial Executive Officer; 2nd Vice President, Provincial Executive Officer; and Secretary-Treasurer, Provincial Executive Officer.
- (b) The candidate with the least number of votes on each ballot shall be dropped from subsequent ballots.
- (c) Candidates who choose to withdraw from the election may do so by informing the delegates fifteen (15) minutes prior to the ballot.

#### **Section 4 - Procedure for Referendum Ballots**

- (a) Within six (6) business days after the close of nominations the Union, at the Union's expense, shall send to every member's

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household an 8.5" x 11" sheet of election material that the candidate compiles. The original shall be costed to the candidate but the copies shall be costed to the Union.

- (b) The Returning Officer shall decide the closing date of the referendum, taking into consideration the urgency of the matter, shift schedules, ballots being returned by mail and all other relevant factors, including Union Office work days. If a mail-in ballot is utilized, the minimum time allowed for the return of all ballots shall be twenty-eight (28) calendar days. The referendum ballot shall be completed within a maximum of forty (40) calendar days of Convention.
- (c) The Returning Officer shall, on receiving written notice from the Provincial Executive of a ballot to be taken, cause it to be printed and distributed.
- (d) The Secretary-Treasurer, Provincial Executive Officer shall supply the Returning Officer with an up-to-date list of all members entitled to vote, noting the member's Local.
- (e) The Returning Officer shall ensure the following are available:
  - i. Required number of ballots;
  - ii. List of all members entitled to vote and signature sheets;
  - iii. Explanation of the ballot;
  - iv. Balloting instructions;
  - v. Certificates as per Appendix "C";
  - vi. One ballot container with lock; and
  - vii. Instructions to the Balloting Committee as follows:
    - (a) Instructions regarding balloting procedures;
    - (b) Have members sign the signature sheet that they have received a ballot and issue each member a ballot;
    - (c) Assure that there is a private place to mark their ballot;
    - (d) Have the marked ballot placed in the ballot container; and
    - (e) On completion of the ballot-taking, and in the presence of two (2) members, insert the signature sheet in the ballot container and return same to the Returning Officer.

#### **Section 5 - Procedure for Conducting the Ballot**

In conducting the ballot, the Balloting Committee shall:

- (a) Decide on a central place where the balloting for the Local shall take place. The Balloting Committee may use mail-in ballots when considered necessary.
- (b) Notify the membership of the Local of the time and place for balloting.
- (c) At the time and place for balloting, provide a ballot box which, after inspection by any scrutineer present, shall be locked by a member of the Balloting Committee.
- (d) Issue to each member who presents themselves at the place, a ballot and an explanation of the balloting procedure.
- (e) Ensure that each member who is given a ballot signs the signature sheet.
- (f) Ensure that there is a balloting booth to allow ballots to be marked secretly.
- (g) Ensure that the marked ballot is placed in the locked ballot box.
- (h) On completion of the ballot, insert the signature sheet in the ballot box, seal the box and return it to the Returning Officer for counting.

#### **Section 6 - Ratification Procedure**

- (a) A referendum vote on the ratification of a Collective Agreement shall take place in accordance with the Procedures for Referendum Balloting in Section 4.
- (b) Before a referendum vote is conducted, the proposed Collective Agreement shall be completed and the Central Negotiating Committee shall report to the Provincial Executive and the membership at special meetings called for the purpose.
- (c) The report shall be presented in writing to show each new and re-negotiated clause, memorandum of understanding and each clause that has been altered or deleted and stating clearly, where required, the intent thereof. The report shall also be accompanied by a verbal explanation stating clearly the intent of each clause.
- (d) The report shall have attached to it the recommendations of the Central Negotiating Committee and Provincial Executive.
- (e) In outlying areas where it is impractical to hold membership meetings, the membership shall be sent a written report by mail, accompanied by the required ballot.
- (f) The Central Negotiating Committee shall provide the above information five (5) days prior to the holding of Local meetings and seven (7) days shall elapse after the conclusion of all Local membership meetings before a ballot is conducted. Should special circumstances require alterations to the above time limits, they may be amended by a majority vote of the Provincial Executive.
- (g) In the event that the Provincial Executive and the Employer agree on a proposal constituting a change to the Collective Agreement and, in the event the Provincial Executive deems the proposal major in impact, the Provincial Executive shall cause a referendum ballot to be conducted as per this Article.
- (h) Any modification or clarification to the Collective Agreement shall be printed and distributed to the membership by bulletin.

#### **Section 7 - Counting the Ballots**

- (a) On the appointed date, the Provincial Returning Officer together with the Provincial Assistant Returning Officer, in the

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presence of scrutineers, shall check the number of ballots against the number of signatures on the endorsed signature sheets, ensuring that there are no irregularities and place the ballots in a common ballot box. The common ballot box shall then be opened, ballots counted, recorded and reported to the Provincial Executive in writing.

- (b) If any irregularities have been charged to occur during the counting of ballots, the Provincial Returning Officer or Provincial Assistant Returning Officer shall request a NUPGE appointed arbiter to investigate the charge to determine the validity of the charges and order any action deemed by them to be appropriate. The Provincial Returning Officer and Provincial Assistant Returning Officer will make themselves available to the arbiter and provide the arbiter with any requested assistance.

### **Section 8 - Electronic Balloting**

Notwithstanding any of the above balloting procedures, electronic balloting may be used for fleetwide referendum votes for the election of officers and ratification votes.

### **Section 9 - Report to the Provincial Executive**

The Returning Officer's report to the Provincial Executive shall contain the following:

- (a) The number of ballots issued;
- (b) The number of ballots returned;
- (c) The results of ballots by number;
- (d) The number of ballots "spoiled"; and
- (e) The number of members eligible to vote.

The signatures of the Returning Officer, Balloting Committee and the scrutineers present shall appear on the report.

### **Section 10 - Holding Ballots After Vote**

The Provincial Returning Officer will hold fleetwide referendum ballots for a period of six (6) months prior to their being destroyed, allowing access to members in good standing. Members have the right to lodge a grievance or complaint to the Provincial Executive at the soonest opportunity, with the provision that inspection be coordinated through and under the supervision of a NUPGE appointed arbiter who may order any action deemed by them to be appropriate.

### **Section 11 - Procedure for Elections and Balloting Committee**

All Union elections shall be conducted following the guidelines laid out in the BCFMWU Manual: "Policy and Procedure Guidelines – Elections and Election of Officers".

## **ARTICLE 16 - LOCALS**

### **Section 1 - Definitions**

A Local of the Union shall be defined as a group of Union members in a defined geographic area with similar occupations, trades, professions, or working conditions.

### **Section 2 - Purpose**

- (a) The purpose of the Local is to more effectively administer the business of the Union. The Local has no authority independent of the membership in Convention, and between Conventions, of the Provincial Executive.
- (b) The administration of the Collective Agreement, as it affects the members of the Local, will be the responsibility of the Local and the Local will be responsible for recommending to the Provincial Executive whether or not to proceed to arbitration in the matter of a grievance under the Collective Agreement.

### **Section 3 – Responsibilities of the Local**

- (a) Locals shall conduct at least four (4) meetings per year.
- (b) Locals may hold a winter event and a summer event open to all members of the Local, where practicable.

### **Section 4 - Terms of Office**

The Local Executive shall be elected for a three-year term. Each term will terminate on the last day of June in the last year.

### **Section 5- Structure**

The Local Executive shall be structured as follows: Local President, Local 1st Vice-President and Local Recording Secretary-Treasurer and may include others as designated in Local bylaws.

### **Section 6 – Union Leave Days**

- (a) Local Presidents shall allocate lieu days to the members of the Local Executive at their discretion. Lieu day entitlement is based on the following formula:
  - Minimum monthly lieu day entitlement four (4);
  - Maximum monthly lieu day entitlement seven (7).

Lieu days are earned as follows:

- One (1) lieu day for each separate and distinct Point of Assembly.
- One (1) lieu day for every one hundred (100) members.

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## **Section 7 – Forming New Locals**

The Provincial Executive may form new Locals, alter the jurisdiction and designation of a Local and amalgamate or divide existing Locals as it sees fit.

## **Section 8 - Locals and Jurisdiction**

Subject to Section 5, the membership shall be divided into Locals, with the designated numbers and jurisdiction as follows:

Local 1 UNLICENSED membership, ship and shore: Swartz Bay and vicinity

Local 2 UNLICENSED membership, ship and shore: Nanaimo and vicinity

Local 3 UNLICENSED membership, ship and shore: Tsawwassen and vicinity

Local 4 UNLICENSED membership, ship and shore: Horseshoe Bay and vicinity

Local 5 UNLICENSED membership, ship and shore: Langdale, and vicinity

Local 6 UNLICENSED membership, ship and shore: Earls Cove, Powell River, Texada and vicinity

Local 7 UNLICENSED membership, ship and shore: Southern Gulf Islands including Penelakut (Kuper) Island, Thetis Island and vicinity

Local 8 UNLICENSED membership: Deas (Richmond), trades and trades support staff within a 40-kilometer radius of Deas Dock

Local 9 UNLICENSED membership: Victoria Head Office and vicinity

Local 10 UNLICENSED membership, ship and shore: Bear Cove, Prince Rupert, Skidegate and vicinity including vessels servicing the North

Local 11 UNLICENSED membership, ship and shore: Northern Gulf Islands including Alert Bay, Cortes Island, Courtenay, Denman Island, Hornby Island, Little River, Quadra Island and vicinity

Local 12 SOC membership: Nanaimo and vicinity

Local 13 SOC membership: Tsawwassen and vicinity Local 14 SOC membership: Horseshoe Bay and vicinity

Local 15 SOC membership: Prince Rupert, Skidegate and vicinity including vessels servicing the North

Local 16 SOC membership: Powell River, Texada and vicinity

Local 17 SOC membership: Northern Gulf Islands including Alert Bay, Cortes Island, Courtenay, Denman Island, Hornby Island, Little River, Quadra Island and vicinity

Local 18 SOC membership: Swartz Bay and vicinity

Local 19 SOC membership: Langdale and vicinity

Local 20 SOC membership: Southern Gulf Islands including Salt Spring Island, Thetis Island and vicinity

## **Section 9 - Membership**

Members of the Union who fall within the jurisdiction of a Local shall be members of that Local.

## **Section 10 - Bylaws**

A copy of the Local bylaws shall be submitted to the Provincial Executive within four (4) months from Convention and each subsequent amendment shall be submitted to the Provincial Executive. The bylaws shall not have force or effect until approved by the Provincial Executive. A current copy of the Local bylaws shall be posted on at least one bulletin board per location/building/vessel of that Local. Any amendment should be posted at the same location(s) as soon as possible.

- (i) If a set of Local bylaws are not submitted as above, the Local will be administered by a generic set of bylaws managed by the Provincial or SOC Executive as applicable.

## **Section 11 - Recall**

A simple majority petition of the affected members shall cause the Returning Officer to hold a ballot within thirty (30) days to confirm the validity of the petition. In the event that the ballot supports a simple majority of the affected membership petition for a recall of a Local Executive member, the Local Executive shall within thirty (30) days, have cause to call for and close nominations for the affected position and shall, within thirty (30) additional days, have a referendum ballot of the affected membership.

## **Section 12 - Vacancies**

- (a) Vacancies within the Local shall be filled according to the Local bylaws.
- (b) Elections should be held no later than ninety (90) days after the position becomes vacant.
- (c) Should there be no Local Executive to conduct an election, the Returning Officer shall ensure that balloting is conducted within ninety (90) days of the vacancy.

## **Section 13 - Duties of Local Presidents**

- (a) Local Presidents shall preside at all meetings of the Local.
- (b) Local Presidents shall be responsible to the Provincial Executive and membership for Union activity at the Local including:

- i. Ensuring that each designated group of members elects a shop steward;
  - ii. Assisting shop stewards, as required, with investigations of grievances, safety conditions, etc.; and
  - iii. Appointments of committees, as required, and assisting with their activities.
- (c) Local Presidents shall assign duties to the 1st Vice President and Recording Secretary-Treasurer.
- (d) Local Presidents shall have available, for information, at membership meetings:
- i. Current Auditor's Report; and
  - ii. Current Revenue and Expense Report.

#### **Section 14 - Duties of Local 1st Vice Presidents**

- (a) In the absence of the Local President assume their duties.
- (b) Assist the Local President with their duties.

#### **Section 15 - Duties of Local Recording Secretary-Treasurers**

- (a) Local Recording Secretary-Treasurers shall keep a correct, full and impartial account of the proceedings of each meeting of the membership meetings in a bound minute book.
- (b) Local Recording Secretary-Treasurers shall forward, immediately upon completion of the meeting, a copy of all minutes recorded to the Union office.
- (c) Local Recording Secretary-Treasurers shall assist the Local President in preparing correspondence, bulletins, etc. and shall receive copies of correspondence for the Local.
- (d) Local Recording Secretary-Treasurers shall keep an accurate record of all revenue and expenses for the Local and shall forward an annual report to the Secretary-Treasurer, Provincial Executive Officer.

#### **Section 16 - Member Education**

The Local will hold Union orientation meetings for new members.

#### **Section 17 - Local Committees**

Local committees to be established shall include, but need not be limited to the following:

- (a) Occupational Safety and Health Committee:
  - i. comprised of worker representatives from as many classifications as practical;
  - ii. are elected to a three-year term;
  - iii. members shall be provided with book off to attend meetings; and
  - iv. at least one member shall hold an OFA Certificate.
- (b) Local Welfare Committee comprised of at least three (3) members to assist with the welfare of the Local's membership.
- (c) Local Grievance Committee to review the status of all Local grievances and report to the Local on progress and trends.

#### **Section 17 - Delegates to Trade and Labour Councils**

Upon consultation with the Provincial Executive, the Local shall elect delegates to the trade and labour councils to which Locals are affiliated. Delegates shall be governed by the Constitution and Union policy.

### **ARTICLE 17 - SHOP STEWARDS**

#### **Section 1 - Shop Steward Elections**

- (a) Membership in each group of the work force shall elect, by majority vote, a shop steward to represent the membership on the work forces. Elections shall take place within thirty (30) days of a vacancy occurring. The Union will attempt to ensure that there are shop stewards on all routes.
- (b) Shop stewards may be removed for cause by the Provincial Executive or Local Executive.
- (c) Any removal per (b) shall be reviewed for cause by the Provincial Executive at its next meeting, with removals confirmed by two-thirds (2/3) majority vote. A steward may be reinstated by this same process.

#### **Section 2 - Shop Steward Responsibilities**

The Shop Stewards shall be responsible for:

- (a) Recruiting new employees as active Union members;
- (b) Assisting membership with the interpretation of existing contracts;
- (c) Dealing with grievances in accordance with current contracts; and
- (d) Acting as an advocate for the members of the Local.

#### **Section 3 - Shop Steward Training**

The Union will allocate funds to ensure ongoing training is available to all new and existing shop stewards in accordance with the terms of reference of the Provincial Education Committee.

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## ARTICLE 18 - STAFF

### Section 1 - Office Agreements

- (a) The Provincial Executive shall have the authority to appoint Labour Relations Officers, patrolmen, and other employees as they deem necessary from time to time to carry out the business affairs of the Union. Union employees are to be chosen from the membership, where practical.
- (b) The Provincial Executive shall establish the remuneration, conditions of employment and benefits for the Union's employees and shall revise the same from time to time. Locals shall receive copies of proposed agreements concerning same at least fifteen (15) days prior to these agreements being voted on at the Provincial Executive level.
- (c) The President, Provincial Executive Officer shall have the authority to discipline or suspend an employee of the Union for just cause, subject to review of the Provincial Executive at the next meeting. The Provincial Executive shall, upon review of facts, reinstate without loss of pay, sustain such discipline or suspension, or dismiss such employee.
- (d) Any person on Union salary shall be required to resign from that paid position upon accepting nomination to an elected position.

### Section 2 - Labour Relations Officers

- (a) Labour Relations Officers shall report to the President, Provincial Executive Officer, the Provincial Executive and to the Union at Convention.
- (b) Labour Relations Officers shall be members "ex officio" of the Provincial Executive, except that they shall not be entitled to vote at meetings of the Provincial Executive. They may be excluded from discussions by a majority vote of the Provincial Executive.
- (c) Labour Relations Officers shall make recommendations to the President, Provincial Executive Officer, the Provincial Executive, the Negotiating Committee and such other committees where necessary.
- (d) Labour Relations Officers shall have full voice but no vote at Convention.
- (e) Labour Relations Officers shall make copies of all grievance settlements available for each member of the Provincial Executive.
- (f) Labour Relations Officers shall perform such other duties as they may be directed by the Provincial Executive through the direction of the President, Provincial Executive Officer's Office.
- (g) Labour Relations Officers shall be provided with a job description reflecting their duties and shall be periodically evaluated.
- (h) The Provincial Executive shall ensure that there are members trained and qualified to relieve and/or assist Labour Relations Officers in their duties as deemed necessary.

## ARTICLE 19 - UNION FUNDS

### Section 1 – Deposits

The BCFMWU will where practicable, deposit all monies with senior Canadian financial institutions. (By definition this includes banks, trusts companies and credit unions). Where practicable, any investment deposits will be held in an ethical investment fund.

- (a) All Locals shall have a bank account at the same financial institution as the Provincial Office account. The accounts shall be a sub account of the headquarter account.
- (b) The Secretary-Treasurer, Provincial Executive Officer and Office Manager shall be sponsoring members on all Local bank accounts, and shall have access to view the Local accounts at their discretion.
- (c) The Local President, Local 1<sup>st</sup> Vice President and the Local Recording-Secretary shall be signing officers of the Local account; other signers may be added in accordance with Local bylaws.
- (d) Cheques issued cannot be signed by the recipient of the cheque.

### Section 2 - Union Bonds and Securities

The Provincial Executive shall arrange to have all bonds and securities of the Union kept in a safety deposit box in safekeeping, where practical, at a credit union or chartered bank, to be released only on the signature and personal appearance of the Secretary-Treasurer, Provincial Executive Officer and President, Provincial Executive Officer with one (1) other member of the Finance Committee.

### Section 3 - Union Dues

- (a) Revenue of the Union shall be derived from monthly dues to be charged to members of the Union at a rate to be determined at Convention. The current rate is two per cent (2%).
- (b) A member substituting into a term certain excluded position shall be required to pay Union dues based on their regular excluded monthly salary during the period of exclusion.

### Section 4 - Initiation Fees

An initiation fee of sixty dollars (\$60.00) or such other amount to be determined at Convention, shall be charged each person joining the Union. Where an employee can produce a withdrawal card from any Union affiliated to the Canadian Labour Congress, initiation fees shall be waived or reimbursed.

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### **Section 5 - Assessments**

Membership assessments for special purposes, by way of payroll deduction, may only be made upon approval of the membership through a referendum vote except in a strike situation in which case that approval may be made by the Provincial Executive.

### **Section 6 - Financial Guide**

All Union monies shall be administered in strict accordance with the Union's Financial Guide. The Union's Financial Guide may be amended by majority vote of delegates in Convention or of the Provincial Executive.

### **Section 7 - Cheques**

No Union funds shall be disbursed except on negotiation of a cheque drawn on a bank or credit union account in the name of the Union.

### **Section 8 - Signatories**

All cheques issued against the funds of the Union shall be signed by any two (2) of the following:

- (a) President, Provincial Executive Officer
- (b) Secretary-Treasurer, Provincial Executive Officer
- (c) Ships' Officers' Component President, Provincial Executive Officer
- (d) 1st Vice President, Provincial Executive Officer
- (e) Office Manager
- (f) In the event of an absence of one or more of the above signatories, the Provincial Executive may appoint the 2nd Vice President, Provincial Executive Officer and if required a member of the Provincial Executive, to act as a signatory for the duration of the absence.
- (g) The SOC bylaws shall determine the signing authorities for approval of SOC expenses that will include:
  - (1) Ships' Officers' Component President, Provincial Executive Officer
  - (2) SOC Deck Representative
  - (3) SOC Engineering Representative

In the absence of one of any of the above, the signing authorities in Sections (a) – (e) shall also be authorized.

### **Section 9 - Bonding**

All signing authorities for the Union shall be bondable and shall sign a release form for background check(s).

### **Section 10 - Safety Deposit Box**

The Union shall rent safety deposit box(es) for the safekeeping of Union documents.

### **Section 11 - Union Property**

Union assets shall be insured against fire, theft and damage.

### **Section 12 - Fiscal Year**

The fiscal year shall end on the last day of May of each year.

### **Section 13 - Union Books and Accounts**

Subject to relevant provincial legislation, any member in good standing upon written application to the Secretary-Treasurer, Provincial Executive Officer, has the right to view any and all financial documents of the Union.

### **Section 14 - Wages and Benefits**

- (a) Employees of the Union shall be paid in accordance with their contracts.
- (b) A member of the Union who is booked off the job for legitimate Union business shall be compensated by the Union for any lost wages from the Employer at the appropriate salary rate they would be receiving were they not absent on Union leave, including substitution if applicable.

## **ARTICLE 20 - UNION FINANCIAL POLICY**

### **Section 1 - Donations**

- (a) Donations shall only be made in accordance with the Financial Policy outlined in Article 20.
- (b) No donations, levies, or assessments shall be made to established political parties.
- (c) The Union Provincial Executive will have the authority to approve grants by majority vote.
- (d) The Union shall support the BC Federation of Labour Defense Fund. The Provincial Executive shall allocate the actual amount of donations.
- (e) The Union shall make donations to other organizations making requests for financial assistance when approved by the Union's Provincial Executive. The Provincial Executive shall determine the actual amount of the donation.

### **Section 2 - Grant in Aid of Strike Assistance**

All requests for financial assistance from other unions for strike fund assistance shall normally be referred to the BC Federation of Labour.

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### **Section 3 - Assistance to Membership**

The Provincial Executive shall consider all applications for assistance made by a member through their Local Welfare Committee.

### **Section 4 - Financial Assistance to Locals**

- (a) The Union shall contribute to the financial assistance of each Local. Annual assessments of fifteen dollars (\$15.00) per Local member will be paid to each Local. If the Local has less than one hundred (100) members then an amount of one thousand five hundred dollars (\$1,500.00) will be paid to the Local.
- (b) Locals with a bank balance over twelve thousand (\$12,000.00) dollars on May 31 will not be entitled to receive that Local's per capita.
- (c) Locals that have held their annual yearly events outlined in Article 16, Section 3 (b) shall be provided with additional financial remittance of five hundred dollars (\$500.00) to offset costs associated with these events.

## **ARTICLE 21 - AMENDMENTS TO THE CONSTITUTION**

- (a) This Constitution may only be amended by a majority vote of the accredited delegates present and voting at a Convention of the Union.
- (b) Union policy may only be amended by a majority vote of the accredited delegates present and voting at a Convention of the Union.

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## ARTICLE 22 - OATH OF OFFICE

(To be administered by the Returning Officer or Designate)

"I, \_\_\_\_\_, do hereby sincerely pledge my word to the BC Ferry & Marine Workers' Union that I will without evasion, truly and faithfully perform the duties of my office in accordance with the laws of the Union. I will at all times advance and maintain the principles and established policies of the Union and abide by its Constitution and Bylaws. I will stand up and actively oppose any act of bullying, harassment or discrimination. I agree upon my retirement or resignation, to turn over to the Union any documents entrusted to my care".

## ARTICLE 23 - UNION POLICY

The use of masculine/feminine terms within this Constitution is understood to mean that the words "he" and "she" shall apply to persons of either sex.

This Union:

- (a) Fully supports the re-establishment of the Canadian Merchant Marine.
- (b) Will, where possible, ensure that all its functions take place on Union premises.
- (c) Shall endorse the Camp Jubilee concept.
- (d) Only a member in possession of a valid "Picket Pass" shall be authorized to cross a picket line. Picket passes shall be filled out in duplicate and shall include the following information: date, time of crossing, time of expiry, reason for crossing and signature of member being authorized to cross. The duplicate copy is to be returned to the Union office. Only Provincial Executive members and members in positions designated by Locals and submitted to the Provincial Executive for approval within three (3) months of Convention shall be entitled to issue picket passes.
- (e) Supports a policy of educating and training Canadians for positions within the Marine Industry.
- (f) Will endeavour to maintain a strike fund.
- (g) In conjunction with the BC Federation of Labour and the Canadian Labour Congress, will organize a series of advertisements and television programs to represent and augment the position of Unions throughout Canada, such programs to be funded out of the per capita payments to the BC Federation of Labour and the Canadian Labour Congress.
- (h) Oppose the arms' race and any war of aggression.
- (i) Will work to establish legislation under WCB to cover employees adversely affected by passive smoke.
- (j) Upon a request in writing to the Provincial Executive, and subject to a consideration of applicable legislation and privilege, Union members shall have access to all Union records unless prohibited by a unanimous decision of the Provincial Executive.
- (k) No collective agreement shall be signed without a "no discipline" clause in force.
- (l) Support reproductive rights for all, including universal access to contraceptives and abortion.
- (m) Is opposed to mandatory drug testing.
- (n) Respects and values the ideas and participation of its retired members. These members are encouraged to continue to be involved with the education and instructional aspects of the Union for the benefit of all.
- (o) Shall fully pursue enhancements to the early retirement and pension packages of our members, with its goal being that members may retire with a full pension at age fifty (50).
- (p) Will attempt to organize the employees of any new coastal ferry service.
- (q) Shall give preference to Canadian union-made goods in its purchases.
- (r) Shall not discriminate on the grounds of ancestry, place of origin, race, creed, religion, colour, age, sex, physical or mental disability, family status, marital status, political affiliation, criminal conviction or summary conviction offence or a perceived conviction that is unrelated to the employment or the intended employment of that person, sexual orientation, gender identity and expression, and/or any other ground protected by statute or legislation.
- (s) Shall research comparative wage and working conditions of workers in related industries both inside and outside Canada on an annual basis and provide this information to the membership upon request.
- (t) Is committed to ensuring participation in a progressive and responsive employee assistance program.
- (u) Through the Local Executive, will review any agreement made on behalf of a group of its members to waive certain provisions of the Collective Agreement at least every five (5) years to verify that a majority of the affected members are still in favour.

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## **ARTICLE 24 - PROCEDURE AT MEETINGS**

### **Section 1 - Rules of Procedure**

The rules of procedure governing meetings shall be those contained in "Bourinot's Rules of Order" which shall govern the Union in all cases to which they are applicable where they are not inconsistent with the Constitution and Bylaws. Members attending a meeting shall have one (1) vote. In the event of a tie vote, the motion fails. Union meetings shall include but not be confined to the following:

- (a) Convention;
- (b) Provincial Executive Meetings;
- (c) Local Meetings; and
- (d) Committee Meetings.

### **Section 2 - Non-Smoking Meetings**

- (a) All meetings of the BC Ferry & Marine Workers' Union shall be non-smoking.
- (b) All smoke breaks shall be in accordance with WorkSafe BC OHS Regulations.

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## APPENDIX "A" - POLICY

This Union is committed to creating and maintaining a working environment based on dignity and mutual respect, free from harassment.

Responsibility: All

Administrative Processes: Interactions between BC Ferry & Marine Workers' Union members, employees and others must be based on mutual respect, cooperation, and understanding. The Union is committed to creating a working environment based on dignity and mutual respect.

The Union will neither condone nor tolerate behaviour that undermines the dignity or self-esteem of any individual or group that creates an intimidating, hostile or abusive environment. The Union considers harassment of any kind a serious offence. Complaints of harassment should be immediately reported to the President, Provincial Executive Officer, or the Ranking Elected Officer that may be in attendance where the harassment occurs. The Complaint is to be investigated in an expeditious manner. A substantiated complaint may result in the removal of the harasser from the event or from having any contact with the group or individuals who made the complaint.

Harassment can be defined as any unwelcome action in the form of physical, verbal, non-verbal conduct; including email and any other behaviour which ridicules, intimidates or is physically abusive in nature.

This policy encompasses, but is not limited to, harassment around issues of race, politics, religion, sexual orientation, physical or mental abilities, as well as sexual harassment.

These are principles that are fundamental to the union movement, human rights, and solidarity. Union principles prohibit us from infringing on the human rights of others and oblige us to stand with those whose rights are under attack in order to defend those rights for all.

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**APPENDIX "B" - BALLOT BOX FORMS**

1. This is to certify that the ballot box was empty prior to balloting at Local \_\_\_\_\_ on this date \_\_\_\_\_

(Insert Date)

Scrutineer – PRINT NAME      Scrutineer - SIGNATURE

\_\_\_\_\_

Witness – PRINT NAME      Witness – SIGNATURE

\_\_\_\_\_

2. This is to certify that the ballot box was locked and sealed in my presence after the closing of balloting at Local \_\_\_\_\_ on this date \_\_\_\_\_

(Insert Date)

Witness – PRINT NAME      Witness - SIGNATURE

\_\_\_\_\_

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**APPENDIX "C" - FORMS OF CREDENTIAL**

Form of Credentials to be submitted by the Local to the Credential Committee:

- (a) "To the Credentials Committee of the BC Ferry & Marine Workers' Union.

This is to certify that \_\_\_\_\_ has been duly elected to represent Local \_\_\_\_\_ as an official delegate to this \_\_\_ Convention of the Union; and

It is also certified that the number of active members of the above Local as at \_\_\_\_\_, 20\_\_\_\_ pursuant to headquarters records was \_\_\_\_\_ (number of members).

Number of delegates authorized pursuant to Article 8, Section 5 of the Constitution."

*To be signed by the Local President and Secretary.*

- (b) Form of Credential issued to all members attending Conventions or Bargaining Conferences:

"This is to certify that \_\_\_\_\_ is a delegate by right to this Convention of the Union."

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**APPENDIX “D” - HONOURARY MEMBERS**

BARTTOFF, Annie  
BIEBER, Dave  
BOURCHIER, Dave  
BURNS, Joyce  
BUTLER, Kerry  
CAGNA, Larry  
CANNON, Mike  
CAREY, Cliff  
CARLOW, Martha  
CARTER, Roger  
COATES, Pat  
COTTINGHAM, Darren  
COX, Mike  
DOBSON, Mary  
FAVELLE, Peter  
FEATHERSTONE, Jim  
FENNELL, Betty  
GINGRAS, Jacques  
GINTER, Ken  
GOODMAN, Carole  
HINGSTON, Charles  
JENSEN, Al  
KATTLER, Dave  
KOLOSZKO, Ed  
LLOYD, Clive  
LOWES, Rex  
MARSHALL, Dianne  
MATHIESON, Shirley  
MILLER, Jackie  
OGILVIE, Martin  
ORAM, Trevor  
PALMER, John  
PEACOCK, Bob  
PEACOCK, Lloyd  
PERKINS, Adrian  
POLISHAK, Ron  
PORTEOUS, Margaree  
PRINGLE, Clynt  
REID, Karen  
SHAW, Ed  
TENNANT, April  
VEGA, Nelson  
WILBY, Bruce  
WYROZUB, Gary

**IN MEMORY OF**

BLOWER, Jack  
CARROLL, Ron  
CHADWICK, Belle  
COCHRANE, Lee  
GILLESPIE, Jim  
GRANT, Rhoda Irene  
HUSBAND, Beryl  
LAWSON, Bob  
LYNN, Barry  
MacNIVEN, Danny  
McGUIRE, Gordon  
McKAY, Doug  
McKECHNIE, Andy  
WREAN, George