

UBCP/ACTRA

BYLAWS

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ARTICLE 1 NAME AND PRINCIPAL OFFICE

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

ARTICLE 2 AIMS AND OBJECTIVES

The aims and objectives of the Union are:

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

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

ARTICLE 3 JURISDICTION

- (a) The Union represents persons who qualify for membership working as performers and otherwise in Recorded Media in British Columbia and the Yukon Territory. Recorded media includes all audio visual work embodying the services and results of performers recorded in any manner whatsoever. Recorded media includes but is not limited to film, television, radio, commercials, digital media productions and all other forms of recorded media now existing or hereafter created.

- (b) Members of the Union agree to recognize it as their sole and exclusive representative and bargaining agent for minimum terms and conditions for all purposes including all aspects of:
 - (i) the negotiation, administration and enforcement of collective agreements; and
 - (ii) the promotion and marketing of the provincial/territorial entertainment industry, its component parts and the Union's Membership.
- (c) The Union's autonomous responsibilities include all aspects of:
 - (i) education, services, administrative support, expansion of work opportunities and membership recruitment;
 - (ii) provincial/territorial affiliations and matters of public policy related to the provincial/territorial recorded media industry;
 - (iii) the employment, direction, and coordination of Union staff to undertake tasks necessary or incidental to the performance of the above functions on behalf of the Membership; and
 - (iv) such other responsibilities as may be determined by the Membership.

ARTICLE 4 COLLECTIVE BARGAINING

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

ARTICLE 5 MEMBERSHIP

5.1: CATEGORIES OF MEMBERSHIP

- (a) **Full Member**

A Full Member in good standing is a person who has qualified for membership under Article 5.2(a)(i), has paid the required Initiation Fees and Annual Dues, has elected a benefit provider, has completed the prescribed membership orientation course and is not Withdrawn, Suspended or Resigned.

(b) Apprentice Member

- (i) An Apprentice Member is a person who has qualified for membership under Article 5.2(a)(ii), has paid the required Annual Dues and is accumulating Qualifying Credits with the express purpose of becoming a Full Member.
- (ii) An Apprentice Member is entitled to all rights provided for in the applicable collective agreements for the duration of their apprenticeship, including Residual Rights and Royalty Fees (subject to applicable service charges), but is not entitled to any benefits under the insurance and retirement plans other than those accorded a Work Permittee.
- (iii) An Apprentice Member is entitled to attend and vote at Membership meetings.
- (iv) An Apprentice Member must apply to become a Full Member within six (6) weeks of achieving their last Qualifying Credit or their Apprentice Membership may be cancelled. Should a person whose membership has been cancelled wish to reapply as an Apprentice Member, the previous Qualifying Credits from the closed file will not be eligible toward membership.
- (v) Failure to abide by these Bylaws or the ACTRA Constitution and Bylaws may result in cancellation of membership or disqualification of some or all Qualifying Credits.

(c) Background Member

- (i) A Background Member is a person who has qualified for membership under Article 5.2(a)(iii), intends to work in background roles within the jurisdiction of the Union as defined in Article 3(a), has applied and been accepted into the Union and has paid the required Annual Dues.
- (ii) A Background Member is entitled to all rights provided for in the applicable collective agreements for the duration of their membership, but is not entitled to any benefits under the insurance and retirement plans.
- (iii) A Background Member is eligible to become an Apprentice Member or a Full Member of the Union by independently satisfying the criteria for Apprentice or Full Membership as set out in Article 5.
- (iv) A Background Member in good standing under Article 5.2(a)(iii)b. is entitled to attend and vote at Membership meetings.
- (v) Failure to abide by the ACTRA Constitution and Bylaws or the Bylaws of the Union may result in cancellation of membership.

(d) Senior Member

- (i) A Senior Member is a Member who has been a Full Member of the Union and/or of ACTRA for a cumulative total of ten (10) years and who has reached the age of sixty-five (65) by March 31st of the current dues year.
- (ii) A Senior Member receives a 50% reduction in Annual Dues effective as of the first dues year following the Member's sixty-fifth (65th) birthday.
- (iii) Except as provided in (ii) above, a Senior Member has all rights, privileges and obligations of a Full Member.

- (iv) Periods during which a Full Member has been Withdrawn, Suspended or Resigned are not counted toward the ten (10) years required for Senior Member status.
- (v) A Member with outstanding fees, dues, service charges, fines or penalties cannot become a Senior Member until all such outstanding amounts have been paid in full.

(e) Life Member

- (i) The Executive Board may, at its discretion, award Life Membership to any long term Member in good standing who exhibits extraordinary professional achievement, community involvement or service to the Union.
- (ii) A Life Member is not required to pay Annual Dues, but continues to pay Working Dues.
- (iii) Except as provided in (ii) above, a Life Member has all rights, privileges and obligations of a Full Member.

(f) Withdrawn Member

A person who has been a Full Member for one (1) year or more and who submits a written application on the form supplied by the Union indicating their intention to cease working in the Union's jurisdiction for a period of time shall be granted Withdrawn status upon a one time payment of 25% of the Annual Dues and payment of all other amounts outstanding.

A Withdrawn Member:

- (i) shall not be entitled to any of the rights or privileges of membership except for continuance of insurance benefits in effect at the time of becoming a Withdrawn Member until the expiration of those benefits in accordance with the terms of the insurance plan;
- (ii) shall continue participation in the retirement plan as provided by the plan;
- (iii) shall not engage in any activity within the jurisdiction of the Union as defined in Article 3(a);
- (iv) without limiting (iii) above, must not work in non-signatory productions;
- (v) remains subject to discipline pursuant to these Bylaws and the ACTRA Constitution and Bylaws;
- (vi) unless prohibited due to disciplinary action, shall be reinstated to Full Member status upon the payment of Annual Dues for the year in which the Withdrawn Member applies;
- (vii) shall pay non member service charges on residual payments; and
- (viii) shall pay nonrefundable Work Permits.

(g) Suspended Member

- (i) A Full Member who fails to pay their Annual Dues by April 30th shall automatically be a Suspended Member.
- (ii) Any Member may become a Suspended Member as part of a discipline procedure.
- (iii) A Suspended Member may not engage in any activity within the jurisdiction of the Union as defined in Article 3(a).

- (iv) Without limiting (iii) above, a Suspended Member must not work in non-signatory productions.
 - (v) A Suspended Member must pay:
 - a. non member service charges on residual payments; and
 - b. nonrefundable Work Permits.
 - (vi) A Suspended Member who is suspended in excess of two (2) consecutive years for nonpayment of Annual Dues automatically becomes a Resigned Member.
- (h) Resigned Member
- (i) A Member may voluntarily become a Resigned Member at any time upon:
 - a. submitting a written application on the form supplied by the Union indicating their intention to permanently cease working in the Union's jurisdiction; and
 - b. submitting the applicable forms required by their insurance and retirement plans.
 - (ii) A Member may involuntarily become a Resigned Member under Article 5.1(g)(vi) for nonpayment of Annual Dues, or as part of a discipline procedure.
 - (iii) Resigned Members may reapply for membership pursuant to Article 5.2 and 5.3 or Article 6.4. The Union has the right to refuse reentry to a Resigned Member for the reasons provided in the ACTRA Constitution and Bylaws.
 - (iv) Resigned Members must pay:
 - a. non member service charges on residual payments; and
 - b. nonrefundable Work Permits.

5.2: ELIGIBILITY

(a) Qualification Requirements

(i) Qualification for Full Membership

A person who is a Canadian Citizen or Permanent Resident and who has attained the required number of Qualifying Credits is eligible to apply for Full Membership.

(ii) Qualification for Apprentice Membership

A person who is a Canadian Citizen or Permanent Resident and who has attained one (1) Qualifying Credit is eligible to apply for Apprentice Membership.

(iii) Qualification for Background Membership

a. A person who is a Canadian Citizen or Permanent Resident and who has been engaged as a Background Performer in the Union's jurisdiction for the period specified in the ACTRA Constitution and Bylaws is qualified to apply for Background Membership.

- b. A Background Member must work as a Background Performer in the Union's jurisdiction for at least the minimum number of working days required by the ACTRA Constitution and Bylaws during the twelve (12) consecutive months calculated from April 1st of each year. A Background Member who does not do so ceases to be a Background Member and is ineligible to exercise any membership rights.

(b) Exceptional Circumstances

Notwithstanding Article 5.2(a)(i) above, a Canadian Citizen or Permanent Resident who has an established reputation as a performer may be admitted to Full Membership upon recommendation of the Membership Committee approved by the Executive Board. A performer who is applying for Membership based on Exceptional Circumstances must be a well known professional, their name widely recognized and be able to prove their recognizable status. This category of eligibility includes performers from other countries where performers are not unionized and where the Union does not have a reciprocal agreement in place. The Membership Committee will determine the sufficiency of the applicant's proof of established professional reputation by applying the criteria set out in the ACTRA Constitution and Bylaws. An appeal of the Membership Committee's recommendation may be made to the Executive Board. The decision of the Executive Board is final.

(c) Reciprocal Agreements

Where a Reciprocal Agreement binding on the Union has been entered into by ACTRA with any other union or organization representing professional performers and such agreement provides criteria for entry into membership in the Union, the terms of that agreement prevail provided that the applicant for membership has satisfied the criteria set forth therein.

(d) Organizing Drive

Persons who submit an application and satisfy the criteria established for an organizing drive authorized by the Executive Board shall be admitted as Members of the Union.

5.3: APPLICATION PROCEDURE

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

- (a) qualify for membership in the Union pursuant to Article 5.2;
- (b) complete the written application for membership;
- (c) agree to abide by the ACTRA Constitution and Bylaws and the Bylaws of the Union, as well as the rules, regulations, codes, schedules and agreements that exist at the time of application and all future amendments;
- (d) pay all applicable fees, dues, service charges, fines, penalties and all interest accrued thereon; and.
- (e) elect a benefit plan provider upon becoming a Full Member.
- (f) complete the prescribed membership orientation course.

5.4: WORK PERMITTEES

- (a) A Work Permittee is a performer engaged under a Union collective agreement who has been granted a Work Permit for that specific engagement.
- (b) A Work Permittee's first Work Permit may qualify toward membership in the Union only if an application for membership is submitted to the Union within six (6) weeks from its date of issuance.
- (c) A Work Permittee must pay to the Union the applicable fees for each Work Permit issued to them, and shall observe all obligations of the contract of engagement, but is not entitled to any rights or privileges of membership in the Union.
- (d) A person eligible under Article 5.2(a)(i) to be a Full Member who has not joined the Union must pay a 50% surcharge in addition to the applicable permit fee for each Work Permit issued for them in excess of the number required to become a Full Member. After the Union has issued six (6) Work Permits, further Work Permits shall be subject to a 100% surcharge until such person becomes a Member.
- (e) A Work Permittee may only be entitled to insurance benefits as determined from time to time by the insurance plan designated by the Union.
- (f) A Work Permittee is entitled to all rights provided in the applicable Collective Agreement for the duration of the permitted engagement including Residual Rights and Royalty Fees subject to applicable service charges.
- (g) A Work Permittee is not entitled to attend Membership meetings or to voting rights in the Union.
- (h) The Executive Board may set guidelines for the granting of Work Permits, having regard to the following principles:
 - (i) preservation of work opportunities for the Membership;
 - (ii) preservation of the Union's jurisdiction for professional performing artists; and
 - (iii) other factors consistent with the aims and objectives of the Union.

5.5: NON MEMBER

- (a) A non member is a person contracted as a performer who is not registered in any Membership category.
- (b) non members must pay non member service charges on residual payments.

5.6: TEMPORARY MEMBERSHIP

- (a) Temporary Membership may be conferred on a non member who:
 - (i) has applied for Canadian Citizenship or Permanent Residency and can provide proof that said application has been accepted and is being processed by the Government of Canada;

- (ii) has received permission from the Union to accept an engagement under its jurisdiction and has paid the appropriate Work Permit fee; and
 - (iii) has been issued a valid employment visa by the Government of Canada.
- (b) A non member who satisfies the above conditions may become a Temporary Member by submitting an application as per Article 5.3 (b), (c) and (d).
 - (c) A Temporary Member is entitled to all rights provided in the applicable collective agreement for the duration of the permitted engagement, including Residual Rights and Royalty Fees, but shall not be entitled to any benefits under the Union Insurance and Retirement Plans, and shall not be entitled to any other rights or privileges of membership.
 - (d) Upon being granted Canadian citizenship or Permanent Resident status, a Temporary Member who becomes eligible as a Full Member under Article 5.2(a)(i) is entitled to credit toward their initiation fee equal to the permit fees previously paid by them, up to but not exceeding the cost for the number of Qualifying Credits then required for full Membership.
 - (e) A Temporary Member who is not granted Canadian citizenship or Permanent Resident status ceases to be a Temporary Member on the date that their work visa expires.
 - (f) A Temporary Member is not entitled to voting rights in the Union.
 - (g) Temporary Members pay non member service charges on residual payments and nonrefundable work permits except as provided in Article 5.6(d).

5.7: QUALIFYING CREDITS

Qualifying Credits are earned by:

- (a) obtaining a professional engagement in an eligible category for which a Work Permit fee was paid to the Union; or
- (b) graduating with a post-secondary degree or diploma in acting from an approved program at a qualifying institution that included at least one thousand (1000) hours of performance based work (this can be used on a one-time basis to earn a first Qualifying Credit, provided it is registered within sixty (60) calendar days of graduation); or
- (c) working two hundred (200) days or sixteen hundred (1600) hours as a card carrying Background Member (this only applies for a first Qualifying Credit toward Apprentice Membership).

5.8: APPLICATIONS FOR EXCEPTIONS

If there are extenuating circumstances, any person may apply to the Membership Committee for an exception to this Article. The Membership Committee will review the applicant's case and submit a recommendation to the Executive Board for approval. An applicant may appeal the recommendation of the Membership Committee to the Executive Board. The decision of the Executive Board is final.

ARTICLE 6 FEES, DUES, SERVICE CHARGES, FINES AND PENALTIES

6.1: INITIATION FEE

Each applicant applying as a Full Member shall pay an Initiation Fee less the amounts paid in work permits for qualifying Credits as established by the ACTRA Constitution and Bylaws. The Executive Board may, at its discretion, adjust Initiation Fees to further organizing efforts.

6.2: MEMBERSHIP DUES

- (a) Membership Dues are Annual Dues and Working Dues, as established by the ACTRA Constitution and Bylaws.
- (b) Annual Dues are due on April 1st and must be paid no later than April 30th.
- (c) The Union may require engagers or producers to deduct Working Dues from payments owed to a Member. Such deductions shall be remitted to the Union.

6.3: DEFAULT IN PAYMENTS

- (a) A Full Member who fails to pay their Annual Dues by April 30th automatically becomes a Suspended Member.
- (b) A Suspended Member must not engage in any activity within the jurisdiction of the Union as defined in Article 3(a) unless the Member signs an undertaking to pay all monies owed to the Union. The granting of an undertaking is in the Union's sole discretion.
- (c) A Suspended Member who is suspended in excess of two (2) consecutive years for nonpayment of Annual Dues automatically becomes a Resigned Member and must reapply for Membership under Article 5.2 or Article 6.4.
- (d) A Suspended Member pays non member service charges on residual payments.
- (e) An Apprentice Member or Background Member who fails to pay their Annual Dues by April 30th ceases to be a Member of the Union and must reapply pursuant to Article 5.2.

6.4: REINSTATEMENT

- (a) A Suspended or Resigned Member may regain status as a Member in good standing when:
 - (i) the period of suspension imposed by the Discipline Committee or by these Bylaws ends;
 - (ii) the Member pays all fines and assessments owing to the Union, pays all arrears in Annual Dues, to a maximum of two (2) years, and complies with all judgments imposed by the Discipline Committee;
 - (iii) the Member pays current Annual Dues for the period in which the Member applies to be reinstated; and
 - (iv) the Member pays the applicable reinstatement fee or late fees.
- (b) Where circumstances beyond the reasonable control of the Member prevent the payment of dues in a timely fashion, the Executive Board or its designate may waive the fees or make other financial arrangements for the Member.

6.5: UNCLAIMED FEES

- (a) All unclaimed performer earnings are held in the Union's accounts. The Union shall take reasonable steps to locate the person for whom it is holding trust funds. If by the end of two (2) years the person is located, the funds will be paid to that person. If the person cannot be located within that time, the funds will be transferred to the Union's General Account.
- (b) The Union shall continue to take reasonable steps to locate the person for whom it is holding funds, following receipt of the funds from the producer or distributor.
- (c) A person identified by the Union as a beneficiary of Unclaimed Fees may make an application in writing to be paid the funds.
- (d) No person will have a claim to the funds transferred to the General Account pursuant to Article 6.5(a) after the expiry of five (5) years unless they demonstrate to the satisfaction of the Union that:
 - (i) reasonable steps were not taken by the Union to locate them; or
 - (ii) extenuating or compassionate circumstances justify payment of the funds to them.
- (e) Any payments made under this Article will be without interest or other consideration for the use of the funds.

6.6: SERVICE CHARGES

A service charge on fees earned as a residual or royalty payment for an engagement within the jurisdiction of UBCP/ACTRA will be charged to all persons except Full Members in good standing. The amount of such service charge shall be determined by the Executive Board.

6.7: APPLICATIONS FOR EXCEPTIONS

If there are extenuating circumstances, any person may apply to the Membership Committee for an exception to this Article. The Membership Committee will review the applicant's case and submit a recommendation to the Executive Board for approval. An applicant may appeal the recommendation of the Membership Committee to the Executive Board. The decision of the Executive Board is final.

ARTICLE 7 RIGHTS, RESPONSIBILITIES AND DISCIPLINE OF MEMBERS

7.1: MEMBER RIGHTS

- (a) Subject to these Bylaws, all Members in good standing have the right to:
 - (i) work under UBCP/ACTRA contracts that provide minimum fees, terms and working conditions;
 - (ii) preference of Engagement under our contracts;
 - (iii) vote at Membership meetings;
 - (iv) vote on ratification of our agreements subject to the provisions in the ACTRA Constitution and Bylaws;
 - (v) be eligible to Chair or sit as a member of Union committees;
 - (vi) express their own personal opinions; and
 - (vii) a democratic union.

- (b) In addition, subject to these Bylaws, Full Members in good standing have the right to:
 - (i) run for Office on the Executive Board;
 - (ii) vote to elect the Executive Board; and
 - (iii) participate in the Union's health insurance and retirement benefits.

7.2: MEMBER RESPONSIBILITIES

All Members must:

- (a) work only for engagers in good standing who are signatory to a relevant UBCP/ACTRA collective agreement. Any offshore production must be consistent with the ACTRA Policy Statement respecting the engagement of ACTRA Performers (Appendix E of the ACTRA Bylaws);
- (b) work for at least applicable minimum fees: Notwithstanding Article 7.2 (a) above, a Member must always work for fees that are at least equal to the minimum fees required by a relevant ACTRA collective agreement;
- (c) fulfill their engagement except when there is reasonable cause beyond the control of the Member;
- (d) be on time for an engagement or an audition unless there is reasonable cause beyond the control of the Member;
- (e) work only with fellow Members or other people who are qualified under ACTRA's constitution to work in ACTRA's jurisdiction, such as a Work Permittee;
- (f) work under a duly executed contract and not sign a blank or incomplete contract;
- (g) respect all reciprocal agreements between ACTRA and another professional organization, guild or union;
- (h) not work while suspended, while current fines are unpaid or while on Withdrawn or Resigned Membership status;
- (i) not abuse nor harass UBCP/ACTRA staff, fellow Members or coworkers;
- (j) not engage in repeated frivolous or spurious claims or upgrade requests;
- (k) not engage in professional misconduct. "Professional misconduct" includes interfering with the ability of coworkers to fulfill their contracted engagements in a normal manner, harassing coworkers or otherwise acting in a manner which brings the profession into disrepute;
- (l) declare any conflict of interest and not participate in any discussion when in conflict unless invited, and not participate in any decision when in conflict related to any such agreements, codes or schedules. A conflict of interest may occur when a Member is in a position to engage other Members by virtue of being:
 - (i) a signatory to an agreement, code or schedule negotiated by UBCP/ACTRA; or
 - (ii) an officer or proprietor of a company or firm engaging Members of UBCP/ACTRA; or
 - (iii) employed by an engager to engage Members of UBCP/ACTRA.
- (m) adhere to ACTRA By Law No. 9 (Rules for the conduct of Members during a Strike);
- (n) act in a manner to protect and respect the integrity of the profession and their colleagues in UBCP/ACTRA;

- (o) not make frivolous, vexatious or bad faith complaints against any other Member;
- (p) not act in a manner that is conduct prejudicial to the aims and objectives of ACTRA as defined in Article 2 of the ACTRA Constitution and ACTRA Bylaw 7(III)(C), Conduct Prejudicial;
- (q) not engage in the promotion, implementation, furtherance or support of any other union or collective bargaining group with the purpose or intent of supplanting UBCP/ACTRA as the recognized bargaining agent;
- (r) not engage in any corrupt practices. "Corrupt practices" includes (but is not limited to) falsifying or otherwise misusing books, records, documents or other property of UBCP/ACTRA, and absconding or otherwise improperly converting monies of UBCP/ACTRA;
- (s) maintain their Membership in good standing;
- (t) keep their contact information (mailing address, email and telephone numbers) up to date at the Union office; and
- (u) Abide by Appendix F of the ACTRA National Bylaws when working as a stunt coordinator.

7.3: DISCIPLINE

Where Article 7 of these Bylaws is silent, Bylaw No. 7 of the ACTRA National Bylaws shall prevail. Failure to abide by the above responsibilities may subject a Member to discipline under the ACTRA Bylaws. The discipline procedure, including the process for charges and appeals, the designation of a Charging Official by the Executive Board and the Schedule of Penalties for contravention of a Member's responsibilities, are explained in detail in the ACTRA Bylaws, By Law No.7, Section IV.

ARTICLE 8 GOVERNING AUTHORITY

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

ARTICLE 9 EXECUTIVE BOARD

- (a) The Union is governed by an Executive Board consisting of four (4) Officers and eight (8) Directors. The Officers of the Union are the President, Vice President, Treasurer and Secretary. The President and Treasurer serve on the ACTRA National Council. Additional National Councilors will be appointed by the Executive Board.
- (b) The four (4) Officers and eight (8) Executive Board Directors will be elected in a general election for a three (3) year term commencing on January 1st and finishing on December 31st, and will hold office to the end of their term unless they resign or are removed prior to the expiration of their term of office. Members of the Executive Board must be UBCP Full Members as a condition of holding office. A member of the Executive Board who ceases to be a Full Member forfeits office and a vacancy must be declared.

- (c) Between General Elections where a vacancy on the Executive Board will exist for a period of less than one (1) year, the Executive Board may fill that vacancy by appointing a Full Member. Such appointment is effective immediately, subject to ratification by a majority of voting Members at the next properly constituted General Membership meeting. Where the vacancy is for a period of one (1) year or longer, the vacancy must be filled according to Article 17.
- (d) The Executive Board shall meet at least once each month. Special meetings may be called by the President or on written request of three (3) members of the Executive Board. Reasonable notice of special meetings shall be given by letter, telephone or electronic means to all Executive Board members.
- (e) At a meeting of the Executive Board, a total of any six (6) Officers and Directors constitutes a quorum. Meetings of the Executive Board shall be presided over by the President, or if the President does not attend, by another Officer in the following order of priority: Vice President, Treasurer, Secretary. Meetings of the Executive Board lacking quorum or at which no presiding Officer is present shall be informational only; no binding resolutions may be adopted at such a meeting.
- (f) The Executive Board directs, administers and controls the affairs of the Union between Membership meetings. Without limiting the generality of the foregoing, it has authority and power to:
 - (i) constitute and reconstitute Standing Committees;
 - (ii) set policy and give direction to the Manager(s);
 - (iii) manage, invest, direct and control the business, funds, property and other assets of the Union, including any money, securities, bonds, debentures or other property or other assets in which the Union or its membership has an interest;
 - (iv) purchase, hold, lease or rent property on behalf of the Union;
 - (v) ensure administration and enforcement of these Bylaws, adjudicate claims, arbitrate disputes, and impose fines and other penalties in accordance with these Bylaws;
 - (vi) determine all other matters of interest to the Union or its members;
 - (vii) reconsider any decision, order, award or ruling made by it, and vary or revoke any such decision, order, award or ruling where cause for review is warranted. The party seeking the change must establish substantial reasons for the review, and notice must be given to the affected parties. The decision and reasons for the decision shall be recorded in the meeting minutes and may be published by the Union;
 - (viii) carry out all duties required of it by the ACTRA Constitution and these Bylaws;
 - (ix) hire or contract such persons as it may deem necessary from time to time; and
 - (x) make such expenditures as may be necessary for the Union to fulfill its functions. Any extraordinary expenditure that is not contemplated by the annual operating budget and that causes a material deviation from the annual operating budget must be approved by the Membership at a properly constituted Membership meeting.
- (g) Except where specified elsewhere in these Bylaws or by motion of the Executive Board, Executive Board Officers and Directors are not authorized to represent themselves to Members or third parties as agents of the Union. This does not preclude an Executive Board Officer or Director from expressing a personal opinion.
- (h) It is the policy of the Union to promote maximum transparency and accountability consistent with applicable privacy laws and sound business practices. Matters discussed during Executive Board meetings that are expressly designated as requiring confidentiality shall be kept confidential. The obligation to preserve the confidentiality of Executive Board business that has been designated as confidential survives the expiry of the term of office, resignation or removal of every Executive Board Officer or Director. Violation of this confidentiality is cause for discipline.
- (i) Any Executive Board Officer or Director may request that a specified matter be discussed in camera. All matters discussed in camera are presumed to be confidential unless the Executive

Board adopts a resolution declaring a matter discussed in camera to be non-confidential. The Executive Board shall meet in camera for at least fifteen (15) minutes at every regular meeting.

- (j) The signing Officers for cheques issued by the Union shall be any two (2) Officers, or any Officer and a staff member designated by the Executive Board.
- (k) Except where otherwise provided in these Bylaws, the Executive Board has the power to appoint representatives to any organization in which the Union participates. Such representatives shall report to the Executive Board and the Membership on a regular basis. The National Councilors must report to the Executive Board and the Membership on a timely basis.
- (l) The Executive Board may establish committees in addition to the Standing Committees established by these Bylaws.
- (m) Executive Board Officers and Directors are required to attend all regular meetings of the Executive Board except when their attendance is precluded by their professional obligations as a performer or extraordinary circumstances. The seat of an Executive Board Officer or Director who fails to attend regular meetings of the Executive Board for more than ninety (90) consecutive days from the last meeting attended may be declared vacant by the Executive Board at a regular or special meeting. After sixty (60) days have elapsed from the date of the absentee Officer's or Director's last recorded attendance at an Executive Board meeting (and such Officer or Director has been absent during that period from two (2) consecutive regular meetings), a written notice of this Article shall be given to the absentee Executive Board Officer or Director; the notice shall be given at least thirty (30) days before any action by the Executive Board to declare a vacancy pursuant to this Article. Executive Board Officers and Directors shall also attend the Annual General Meeting and all General and Special Membership meetings whenever possible.
- (n) Executive Board meetings may be held by electronic means provided that each Executive Board Officer and Director is notified and provided that a quorum participates in such meetings.
- (o) All votes taken at a meeting of the Executive Board must be by a show of hands unless an Executive Board Officer or Director requests a secret ballot. An Executive Board Officer or Director who has a personal interest in a matter before the Executive Board shall declare such interest. Failure to disclose a personal interest may result in disciplinary action.
- (p) The Executive Board may remove any member of the Executive Board from office by a two-thirds vote of its members provided that cause is given and notice of the motion to remove is given at the preceding Executive Board meeting. Any vote of the Executive Board to remove a member is of no force and effect until ratified by the Members at a General Membership meeting.

ARTICLE 10 OFFICERS

- (a) The President, as the principal Officer of the Union:
 - (i) chairs Executive Board and Membership meetings and has full voice, but no vote except in the event of a tie;
 - (ii) is an ex officio member of all committees with the exception of the Discipline Committee, the Membership Committee and the Election Committee;
 - (iii) is the official spokesperson for the Union, but may authorize members of the Executive Board or other persons to speak for the Union in their stead; and
 - (iv) may appoint committees subject to ratification by the Executive Board.
- (b) The Vice President:
 - (i) performs such duties of the President when the President is absent or unable to act.

(c) The Treasurer:

- (i) exercises stewardship over the property of the Union;
- (ii) causes to be collected all monies due to the Union from Members and others, and causes to be deposited to the credit of the Union all monies received;
- (iii) causes to be created a petty cash fund for payment of sundry expenses;
- (iv) causes to be kept correct and adequate records and accounts of all monies received, receivable, paid and payable, and of all assets and liabilities of the Union;
- (v) supervises the payment of all accounts of the Union as incurred through Executive Board authorization;
- (vi) causes to be insured all property of the Union as necessary;
- (vii) ensures that all financial records, accounts and pertinent materials are available for inspection by the Executive Board;
- (viii) causes to be prepared monthly financial statements and annual audited financial statements;
- (ix) submits, or designates a member of staff to submit, a proposed financial operating budget for approval by the Membership at the Annual General Meeting;
- (x) convenes and chairs the Finance and Administration Committee; and
- (xi) serves on the ACTRA National Finance Committee.

(d) The Secretary:

- (i) causes minutes to be taken of all General, Special and Annual Membership meetings and Executive Board and Finance and Administration Committee meetings;
- (ii) causes to be maintained and safeguarded all papers and documents of the Union including, but not limited to, minutes of meetings and a record of current policies and procedures adopted by the Executive Board or the Membership, and transfers them to any successor;
- (iii) causes the maintenance of such Membership lists as may be required by the Union;
- (iv) ensures a response to requests for information directed to the Union;
- (v) ensures, following review by the President, that the agendas of regularly scheduled Executive Board meetings are prepared and circulated to the Executive Board with supporting material at least four (4) days in advance of the meeting;
- (vi) ensures that adopted minutes of all Executive Board and Membership meetings are posted on the Members' website; and
- (vii) prepares an interim report of all Membership meetings, and upon approval by the Executive Board, ensures that it is posted on the Members' website.

(e) The Past President:

To aid in a smooth transition following an election, for one (1) year only at an honorarium rate equal to that of a Director, the outgoing President will serve as Past President. The Past President has full voice at Executive Board meetings but no vote.

- (f) All Officers must perform such duties imposed upon them by these Bylaws and such other duties as may be assigned to them from time to time by the Executive Board or by the Membership.

ARTICLE 11 SUCCESSORSHIP

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

ARTICLE 12 MANAGEMENT

- (a) Between meetings of the Executive Board, management of the Union's business affairs is conducted by the Management Team.
- (b) The Management Team consists of:
 - (i) the President;
 - (ii) the Vice President; and
 - (iii) the Manager(s) designated by the Executive Board.
- (c) The Management Team directs the staff and executes with the staff the policies and directions of the Executive Board.
- (d) The Management Team meets once each month with the Finance and Administration Committee.
- (e) The Management Team meets once each month with the Executive Board.
- (f) The Management Team meets once each week, which meeting may be held concurrently with the Finance and Administration Committee meeting or the Executive Board meeting.
- (g) The number, composition, titles and responsibilities of the Manager(s) can be modified by a motion passed by two-thirds of the Executive Board. Any such changes will be reported to the Membership during a Membership meeting.

ARTICLE 13 EXECUTIVE BOARD COMPENSATION

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

ARTICLE 14 COMMITTEES

14.1: ESTABLISHMENT OF COMMITTEES

- (a) Except as otherwise provided by these Bylaws, committees are established by the President subject to Executive Board ratification, or by the Executive Board itself, to carry out a specific mandate to be set at the time the committee is established.
- (b) Committees act strictly in an advisory capacity to the Executive Board.
- (c) All committee work is unpaid. Except as expressly authorized by these Bylaws, no Member may receive any remuneration for participation on a committee, with the exception of an honorarium which may be authorized by the Membership at an Annual General Meeting.

14.2: STANDING COMMITTEES

- (a) Standing Committees shall be appointed by the Executive Board at the first meeting of its term of office or as soon thereafter as reasonably possible, not to exceed sixty (60) days from the beginning of the term.
- (b) The Standing Committees of the Union are:
 - (i) Finance and Administration Committee (Article 14.3);
 - (ii) Membership Committee (Article 14.4);
 - (iii) Discipline Committee (Article 14.5); and
 - (iv) Governance Committee (Article 14.6).

14.3: FINANCE AND ADMINISTRATION COMMITTEE

- (a) The President, Vice President, Treasurer and Secretary, together with one Executive Board Director appointed by the Executive Board, constitute the Finance and Administration Committee. The Finance and Administration Committee is chaired by the Treasurer. The quorum of all meetings of the Finance and Administration Committee is three (3), at least one (1) of whom is the Treasurer. The Manager(s) will attend the committee meetings.
- (b) The Finance and Administration Committee is responsible for financial recommendations to the Executive Board, and may take action only at the direction of the Executive Board, except in time sensitive situations, and then any such expenditures shall not exceed \$1,000.00 or such greater amount established by the Executive Board.
- (c) The Finance and Administration committee will meet between, and prior to, regularly scheduled Executive Board meetings, and will be a forum for the President to report to and consult with the other Officers regarding their activities and on issues confronting the Membership and the Union. The committee will also be responsible for developing policy recommendations to the Executive Board and reviewing recommendations of the Manager(s). The committee will develop the agenda for regularly scheduled meetings of the Executive Board and will incorporate input received from other Executive Board members.
- (d) The Finance and Administration Committee must keep minutes of their recommendations to the Executive Board.

14.4: MEMBERSHIP COMMITTEE

- (a) The Membership Committee is appointed by the Executive Board and includes at least three (3) Full Members who are not on the Executive Board. Only Full Members may serve on the Membership Committee. The Executive Board will appoint the committee Chair.
- (b) The committee meets as its business requires.
- (c) The committee makes recommendations to the Executive Board regarding applications for exceptions due to extenuating circumstances under Articles 5 and 6 of these Bylaws.
- (d) The term of the committee is concurrent with the term of the Executive Board that appoints it.

14.5: DISCIPLINE COMMITTEE

- (a) The Discipline Committee acts in accordance with the ACTRA Constitution and Bylaws.
- (b) The Discipline Committee must be appointed by the Executive Board and consists of a minimum of three (3) Full Members.
- (c) The Discipline Committee Chair is elected by the Discipline Committee members.
- (d) No Executive Board member, Trustee of the Member Benefits Trust or member of the Board of Governors of the ACTRA Fraternal Benefits Society may serve on the Discipline Committee.
- (e) If a vacancy occurs on the Discipline Committee, the Executive Board must appoint a Full Member who must agree to serve the remainder of the term, and must be approved by unanimous consent of the remaining members of the Discipline Committee.
- (f) If a member of the Discipline Committee has a conflict of interest or bias in relation to a specific disciplinary matter, the Executive Board must appoint an alternate Member for that specific disciplinary matter.
- (g) The term of the committee is concurrent with the term of the Executive Board that appoints it.

14.6: GOVERNANCE COMMITTEE

- (a) The Governance Committee periodically reviews these Bylaws and makes recommendations to the Executive Board for corrections or amendments that will:
 - (i) assure these Bylaws continue to reflect the values, objectives and will of the Union's Membership;
 - (ii) improve these Bylaws by making them easier to understand and apply, thereby making the Union's governance more transparent and accessible to all Members;
 - (iii) keep these Bylaws relevant to the Membership and consistent with the Union's continually evolving history and experience; and

- (iv) keep these Bylaws current and consistent with the ACTRA Constitution and Bylaws, the Union's established policies and procedures and generally accepted best practices for organizational management.
- (b) The Governance Committee makes recommendations to the Executive Board on questions of governance or the interpretation or application of these Bylaws.
- (c) The committee is chaired by an Executive Board Director appointed by the Executive Board at the first meeting of its term of office; the Secretary of the Union is the ex officio Co Chair of the committee. The Chair and Co Chair will form the committee subject to Executive Board ratification from among Union Members in good standing, using best efforts to include at least three (3) Full Members, one (1) Apprentice Member and one (1) Background Member.
- (d) The committee will meet within a reasonable time following its formation to conduct its regular Bylaw review, and then will continue to meet as its business requires.
- (e) The term of the committee is concurrent with the term of the Executive Board that appoints it.

ARTICLE 15 ANNUAL GENERAL MEETING

- (a) At the discretion of the Executive Board, the Annual General meeting may be held in lieu of a regularly scheduled General Membership meeting.
- (b) The Union will give Members at least fifteen (15) calendar days written notice, and convene an Annual General Meeting no later than October 15th of each year. Quorum is thirty (30) Members in good standing pursuant to Article 5.
- (c) Minutes of the Annual General Meeting will be kept and made readily available to Members once approved at the following General Membership meeting.
- (d) The business of the Annual General Meeting will be:
 - (i) to receive the Audited Financial Statements and the Auditors' Report for the previous fiscal year;
 - (ii) to appoint the Auditing Firm for the ensuing fiscal year;
 - (iii) to approve the Annual Operating Budget for the following fiscal year as presented by the Treasurer and/or their designate;
 - (iv) to receive the reports of the President and the Treasurer, and other reports deemed necessary by the Executive Board;
 - (v) to receive and approve the strategic priorities presented by the Executive Board;
 - (vi) to approve any honorarium for members of the Election Committee;
 - (vii) to approve the Executive Board Compensation and Expense Policy; and
 - (viii) to consider motions presented by Full Members in good standing, provided that such motions have been submitted in writing to the Union office at least five (5) business days in advance of the Annual General Meeting.
- (e) All Full Members, Apprentice Members and Background Members in good standing are entitled to attend and vote at the Annual General Membership meeting.

ARTICLE 16 GENERAL MEMBERSHIP MEETINGS

- (a) General Membership meetings must be held every four months, with the date, time and place set at the discretion of the Executive Board. Members must be given written notice of Membership meetings at least fifteen (15) calendar days in advance. Such notice must include the proposed agenda and any other documents deemed necessary by the Executive Board.
- (b) There must be presented at each General Membership meeting a report from both the President and the Treasurer. These reports will include a summary of Executive Board and Union actions since the preceding General Membership meeting. Other pertinent reports may be presented by Executive Board members, Committee Chairs and/or Union staff. Members have the right to ask questions about, and to discuss, any of these reports.
- (c) The agenda for all General Membership meetings shall include line items for “Other Business” and “Good and Welfare.”
- (d) Special Membership meetings may be called at any time by resolution of the Executive Board or on written request of fifty (50) Full Members delivered to the Union office.
- (e) Members must be given written notice of Special Membership meetings at least ten (10) days in advance. All relevant materials available must be included along with the written notice including the proposed meeting agenda.
- (f) Minutes must be kept of General and Special Membership meetings with the exception of those called as information meetings and so designated. Minutes of General and Special Membership meetings must be made readily available to Members.
- (g) A minimum of thirty (30) Members in good standing pursuant to Article 5 constitutes a quorum at any Membership meeting.
- (h) All Full Members, Apprentice Members and Background Members in good standing are entitled to attend and vote at General Membership meetings.

ARTICLE 17 ELECTIONS

- (a) The election of Officers and Executive Board Directors shall be held every three (3) years. Results must be known by no later than December 1st of the election year. Terms of office commence on January 1st, following the election.
- (b) The Election period, from call for nominations until close of balloting, must be at least thirty-eight (38) days, and is broken down as follows:
 - (i) The Nominating Period from call for nominations until nominations close is fourteen (14) days.
 - (ii) The Campaigning Period from the Union’s announcement of eligible candidates until voting opens is minimum fourteen (14) days.
 - (iii) The Voting Period from opening of voting to close of balloting is minimum ten (10) days.
- (c) At least fifty (50) days before the close of balloting, the Executive Board shall create an Election Committee composed of a minimum of three (3) Full Members in good standing. The Election Committee conducts and oversees elections. Full Members may sit on the Election Committee provided:

- (i) they declare in writing that they will not run for office; and
 - (ii) they agree they will not accept or otherwise fill any Executive Board position that becomes vacant during the ensuing three (3) year term.

- (d) No Officer or Director of the Executive Board or Member working as a contractor or OSLO for the Union may sit on the Election Committee.

- (e) Election Committee members may receive an honorarium as authorized by the Membership in the Union's annual operating budget and reimbursement of other reasonable expenses as outlined in the Executive Board Compensation and Expense Policy.

- (f) The Election Committee must carry out the following duties:
 - (i) ensure that the election rules are observed;
 - (ii) establish processes and procedures for the election;
 - (iii) act at all times with impartiality and discretion, and refrain from any activity that might favour one candidate over another or otherwise influence election results;
 - (iv) agree not to disclose any confidential matters relating to nominations and elections;
 - (v) certify that all candidates, nominators and seconders for the Executive Board are Full Members in good standing;
 - (vi) cause the nominations to be published after they are validated;
 - (vii) advise candidates and voting Members on the application of election rules;
 - (viii) approve all election documentation;
 - (ix) convene and preside over an All Candidates Meeting;
 - (x) cause the ballots to be distributed to all voting Members;
 - (xi) set the date for the election and all applicable timelines;
 - (xii) act as sole liaison with the Manager(s)' delegate and the auditing firm;
 - (xiii) supervise the scrutineering process;
 - (xiv) report the complete election results to the Membership including the number of ballots cast, number of spoiled ballots and the number of ballots cast for each candidate;
 - (xv) report to the Executive Board, Manager(s) and to the Membership any acts or events that may have improperly influenced the outcome of the election, or otherwise abused the democratic rights of the Membership; and
 - (xvi) advise the Executive Board and Senior Staff regarding the conduct of future elections.

- (g) The Election Committee must distribute a copy of the Election Campaign Rules to the Membership with the Call for Nominations, and must enforce the following Election Campaign Rules:
 - (i) Only Full Members in good standing are permitted to vote, nominate or stand for election to the Executive Board. Candidates, nominators and seconders are responsible for ensuring their membership is in good standing as of the date of nomination.
 - (ii) Candidates must observe a reasonable standard of courtesy and decorum at all times. Defamatory statements, bullying, and harassment as defined in ACTRA Bylaw No. 7, will not be tolerated and may result in discipline charges pursuant to ACTRA Bylaw No. 7.
 - (iii) All candidates shall be given access to the following means of campaigning for Union office:

a. Election Mail out or electronic distribution: All candidates may submit a photograph, and a brief statement to be included with the Union's announcement of eligible candidates and the distribution of election ballots. Only the first 250 words will be published. The photo and statement must be submitted to the Union office by the deadline for the close of nominations. Any statement that conforms to the length requirements and is both factual and not defamatory must be published verbatim. If a candidate statement fails to comply with these guidelines, and time permits, the candidates may be allowed to revise their statements within a time set by the Election Committee. If a statement is not revised to the satisfaction of the Election Committee, it will not be published.

b. The All Candidates Meeting will be held after the close of nominations and the Union's subsequent announcement of eligible candidates and before the opening of voting.

- (iv) Except as in (g)(iii)a., above Candidates, their representatives, and all individuals are prohibited from using any Union funds, Union resources, equipment or facilities, or the services of Union staff for the purposes of campaigning. Candidates in breach of this provision are subject to disciplinary action. Posting in a public forum hosted by the Union (e.g. Social Media) is permitted.
 - (v) No staff of the Union or Member working as a contractor or OSLO for the Union may work on any candidate's behalf, express a bias for or against any candidate or provide confidential information to candidates for campaign purposes.
 - (vi) The Union shall retain the services of an auditor to verify the integrity of the election process and report the results to the Election Committee. The auditing firm or voting service provider must not send ballot check-off lists to the Union office during the election period.
 - (vii) Any request for recount must be received in the Union office within seven (7) days after the announcement of the balloting results. There shall be no recount unless the number of spoiled ballots exceeds 2% of the votes cast or if the number of spoiled ballots exceeds the number of votes needed to change the outcome of the election.
- (h) The nomination procedure is as follows:
- (i) The Call for Nominations must be distributed to all eligible Members. Nominations close fourteen (14) days after the Call for Nominations.
 - (ii) The Call for Nominations must specify and include:
 - a. the offices up for election;
 - b. the nomination deadline;
 - c. the designated method for submitting nominations; and
 - d. a copy of the nomination form.
 - (iii) The nomination form must include the candidate's name, Membership number and signature; the names, Membership numbers and signatures of the nominator and seconder; the office sought by the candidate; and the statement, "I affirm I will uphold the Constitution and Bylaws of UBCP and ACTRA."
 - (iv) Electronic processes may be used for any part or all of an election.
- (i) The election of the President, Vice President, Treasurer and Secretary is as follows:
- (i) An absolute majority is required, i.e. 50% plus one (1).
 - (ii) Preferential ballot will be used.

- (iii) Voters rank their preference sequentially, with one (1) being the first in order of preference.
 - (iv) Voters may enter any number of preferences up to the total on the ballot provided that no two (2) candidates are given the same ranking.
 - (v) A ballot with a number used more than once will be considered spoiled.
 - (vi) If a majority is not achieved, the candidate receiving the lowest number of first place votes on the first ballot tally is dropped.
 - (vii) The second choice on a dropped ballot is then transferred to the appropriate candidate.
 - (viii) If a majority is still not achieved, the candidate with the next lowest first place votes is dropped and the above procedure is repeated. Should the second choice on any ballot no longer be in contention, the third choice will be used, and so on.
 - (ix) This procedure will be repeated, transferring the highest choice of candidate still in contention from dropped ballots, until a majority is achieved.
 - (x) If a dropped ballot contains no preferences for a candidate still in contention, that ballot will not be counted.
- (j) The election of Directors is by number of votes cast. The top eight (8) vote recipients are elected.
- (k) In the event of a tie for any position, a runoff election will be held between the tied candidates following a process and timelines determined by the Election Committee and guided by the principles of this Article.

ARTICLE 18 1996 SETTLEMENT AGREEMENT (Kelleher Document)

In the case of any inconsistency between these Bylaws and the 1996 Settlement Agreement, the 1996 Settlement Agreement governs.

ARTICLE 19 SEVERABILITY

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

ARTICLE 20 INDEMNITY

To the maximum extent permitted by law, the Union shall indemnify and defend its Officers, Directors, employees, agents and their respective personal representatives against all costs, charges and expenses incurred by them and resulting from their actions taken in good faith while serving as an Officer, Director, employee or agent of the Union. This indemnity survives the termination of such persons' term of office, term of employment or other term of engagement.

ARTICLE 21 DISSOLUTION

The Union may only be dissolved by a two-thirds vote of Full Members conducted by referendum. Upon dissolution of the Union, the property and assets of the Union must be held in trust by an independent trustee appointed by the B.C. Federation of Labour, until such time as the Full Members, by a two-thirds vote of Full Members voting in a referendum, direct the trustee to dispose of the property and assets.

ARTICLE 22 MEETING PROCEDURE

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

ARTICLE 23 BYLAWS AND AMENDMENTS

- (a) These Bylaws may be amended by a two-thirds vote of Full Members voting in a referendum. Notice of the referendum must be given in writing to all Full Members at least thirty (30) days prior to the date by which ballots must be received. The wording of the proposed amendments must be included in the notice of the referendum. Electronic voting may be used to conduct a Bylaw referendum.
- (b) A referendum to approve a proposed amendment to these Bylaws shall not be held until the proposed amendment is first approved by a simple majority voting at a properly constituted Membership meeting.

ARTICLE 24 WRITTEN NOTICE

When the term *written notice* is used in these Bylaws, it includes all forms of electronic written notice.

ARTICLE 25 EFFECTIVE DATE

These Bylaws become effective immediately upon adoption by the Membership.