



**UNIFOR**

**LOCAL 333BC**

**BY-LAWS**

**EDITION 1.0**  
**Issued: March 2015**

# BY-LAWS - TABLE OF CONTENTS

1.	TITLE .....	1
2.	OBJECTIVES .....	1
3.	JURISDICTION .....	2
4.	MEMBERSHIP .....	2
5.	POWERS OF ADMINISTRATION.....	3
6.	EXECUTIVE BOARD .....	3
7.	DUTIES OF THE EXECUTIVE BOARD .....	3
8.	OTHER LOCAL OFFICERS .....	4
9.	DUTIES OF LOCAL OFFICERS .....	4
10.	REGULAR GENERAL ELECTIONS .....	5
11.	TIMING OF ELECTIONS .....	7
12.	BY-ELECTIONS.....	7
13.	COMMITTEE PERSONS AND APPOINTMENTS.....	8
14.	OATH OF OFFICE AND INSTALLATION CEREMONY .....	8
15.	FINANCES.....	9
16.	INITIATION FEE, DUES, AND ASSESSMENTS .....	10
17.	CHARGES, TRIALS, AND DISCIPLINE.....	11
18.	CODE OF CONDUCT .....	11
19.	RIGHT TO RECALL .....	11
20.	SOCIAL COMMITTEE .....	12
21.	DEATH BENEFIT FUND.....	12
22.	GENERAL MEMBERSHIP MEETINGS .....	12
23.	SECTION AND BARGAINING UNIT MEETINGS .....	13
24.	GRIEVENCES AND COMPLAINTS AGAINST THE UNION.....	14
25.	STRIKES .....	14
26.	POLICIES AND PROCEDURES .....	14

# **POLICIES AND PROCEDURES**

1.	INTENT .....	15
2.	MAKING OF MOTIONS FOR AMENDMENTS OR CHANGES TO THE LOCAL 333BC By-LAWS .....	15
3.	MAKING MOTIONS WHICH DO NOT AFFECT THE BY-LAWS .....	15
4.	FORMAT FOR MAKING OF MOTIONS IN WRITING .....	15
5.	GRIEVANCES AGAINST THE EMPLOYER.....	16
6.	ALL MEETINGS – GENERAL RULES AND PROCEDURES .....	16
7.	ALL MEETINGS – RULES OF ORDER .....	17
8.	ELECTION COMMITTEE .....	19
9.	LOCAL OFFICER COSTS .....	19
	FULL-TIME OFFICER’S WAGES AND BENEFITS .....	19
	PART-TIME OFFICER’S WAGES AND BENEFITS (BOOK-OFFS) .....	20
10.	OTHER LOCAL EXPENCES .....	20
11.	BC TRANSIT – POLICIES AND PROCEDURES .....	21
	THE SHEET COMMITTEE CHAIR .....	21
	THE SHEET COMMITTEE.....	21
	GENERAL QUARTERLY SIGN-UPS .....	22
	SHIFT EXCHANGES & FORMS.....	22
	EXCHANGE OF DUTIES .....	22
	SHIFT EXCHANGES .....	22
	VACATIONS .....	23
	CHANGING JOBS .....	23
12.	HANDYDART - POLICY AND PROCEDURES .....	23
	THE SHEET COMMITTEE CHAIR .....	23
	THE SHEET COMMITTEE.....	24
	REGULAR QUARTERLY SIGN-UPS.....	24
	SHIFT EXCHANGES .....	25
	STATUTORY HOLIDAYS .....	25
	ANNUAL VACATION SIGN-UPS .....	25
	MOVING OF ANNUAL VACATION WEEKS.....	26
	ADDING AN ADDITIONAL WEEK OF BANKED TIME AFTER THE YEAR HAS COMMENCED.....	27
	TRADING ANNUAL VACATION BLOCKS BETWEEN TWO MEMBERS .....	27

## **1. TITLE**

The National Union to which this Local belongs shall be known as 'UNIFOR – The Union', and this local shall be known as "Unifor, Local 333BC", and shall hereinafter be referred to as Local 333BC.

## **2. OBJECTIVES**

- a) The regulation of labour relations between employees and employers, including, but not limited to, the right to bargain collectively on behalf of the employees in any company under the jurisdiction of the National Union.
- b) To provide a democratic form of government within the National Union.
- c) To bring about improvement in the wages and working conditions of the membership, including the right to equal pay for work of equal value.
- d) To promote the health and safety of the membership.
- e) To defend the right of rank-and-file union members to ratify all agreements with employers.
- f) To defend the right to strike.
- g) To organize workers into the National Union.
- h) To promote legislation which benefits our members and Canadian workers generally, and to oppose legislation which is harmful to those interests.
- i) To promote employment by the reduction of the work week with no loss of pay or benefits, and the elimination of overtime.
- j) To promote the right and freedom of Canadian workers to belong to labour organizations that are effective, democratic, and not dominated by any element foreign to, or not in the best interests of the people of Canada.
- k) To promote an equitable distribution of wealth within Canadian society.
- l) To promote co-operation and mutual support among workers of every country.
- m) To conduct education work among our membership in accordance with the objectives and policies of the National Union.
- n) To oppose racism.
- o) To defend the Union.
- p) To promote effective environmental policies.
- q) To oppose sexual harassment and harassment of any kind.
- r) To honour any legitimate picket line.
- s) The objectives of Local 333BC shall be the same as those of Unifor as provided for in "Article - 3: Objectives" of the National Union Constitution.

### **3. JURISDICTION**

- a) The jurisdiction of this Local Union shall be the same as that of the National Union, Unifor, as outlined in the National Union's Constitution. The Constitution of this Local Union shall be the Constitution of the National Union, Unifor, and these By-Laws shall be in all respects subordinate to said Constitution and all applications and interpretations thereof.
- b) Local 333BC shall not be combined with any other Local to form one Local unless such a request is made by a majority of members in each of the Locals involved.
- c) Any amendment(s) to these Local 333BC By-Laws must be approved by the Local 333BC Membership and must then be submitted to the National Executive Board for their approval, and no changes to these By-Laws can be effective until approved by the National Executive Board.

### **4. MEMBERSHIP**

- a) The Local Union shall be composed of workers eligible for membership in Unifor over whom the Local Union has jurisdiction.
- b) Each member in good standing in this Local Union has the right to nominate and vote; to express opinions on all subjects before the Local Union; to attend all membership meetings and express views, arguments, and opinions on all matters and business, including candidates for office, properly before the meeting; to meet and assemble freely with other members; and generally to participate in the activities of the Local Union in a responsible manner consistent with good conscience in order to present and discuss factually and honestly the issues and personalities upon which the membership must base its decisions. These rights shall at all times be subject to the rules of procedure governing meetings and other uniform rules and regulations contained in the Unifor Constitution, Local 333BC By-Laws, and any other official rules of the Union.
- c) No member, in exercising the foregoing rights and privileges, shall take any irresponsible actions which would tend to jeopardize or destroy, or be detrimental to, either the Local Union or National Union as organizations, or their free democratic heritage, or which would interfere with the performance by this Local Union, or the National Union of its legal or contractual obligations as a collective bargaining agent, or interfere with the legal or contractual obligations of this Local Union as an affiliate of the National Union.

Violation or abuse of these rights and privileges of membership, or engaging in conduct prohibited by this section, may be grounds for the commencement of a charge against a member pursuant to Article 18 of the National Union Constitution.

- d) Any worker of good character shall be eligible to become and remain a member of the Union. However, no person shall be eligible for membership if they have the right to hire and fire within any operation for which the Union is, or may become, the bargaining agent. There shall be no discrimination in admitting into membership because of race, colour, religion, age, place of origin, political belief, gender, sexual orientation, ancestry, ethnic origin, citizenship, marital or family status, disability, or record of offences.
- e) The membership shall strive to obtain the objectives set forth in the Constitution and additional objectives as established as the policy of the National Union; to maintain free relations with other organizations; to do all in its power to strengthen and promote the labour movement; to co-operate with National Board Members, the National Representatives and help promote organizational activities.
- f) By-Laws establishing a Community Chapter shall express the objectives of the Community Chapter and define the membership to be included in the Local Union through the Community Chapter. The By-Laws shall also specify:
  - The right of members in Community Chapters to participate in the activities of the Local Union;
  - The rights and limits of members in Community Chapters to voice and/or vote in Union affairs and structures;
  - The services the Local Union expects to provide members in Community Chapters.

## **5. POWERS OF ADMINISTRATION**

- a) The membership is the highest authority of this Local Union and shall be empowered to take or direct any action that is not inconsistent with the Constitution or By-Laws.
- b) Between membership meetings, the Executive Board shall be the highest authority of the Local Union and shall be empowered to act on behalf of the membership to the extent that urgent business requires prompt and decisive action, subject to subsequent membership approval; but the Executive Board may not take action affecting the vital interests of the Local Union without prior membership approval.
- c) Between meetings of the Executive Board, the President shall exercise general administrative authority and shall be empowered to act on behalf of, and take action permitted to, the Executive Board, subject to subsequent approval of the Executive Board.

## **6. EXECUTIVE BOARD**

The Executive Board shall be elected in accordance with Article 15 Section B of the National Constitution. The Executive Board of Local 333BC shall consist of:

- One (1) President, \*
- One (1) Vice President, \*
- One (1) Financial Secretary, \*
- One (1) Recording Secretary,
- One (1) Trustee, \*\*
- All Unit Chairpersons,
- There shall be one (1) "Member-at-Large" elected from the combined membership of all Transit Operators.

\* These positions are mandated by the National Constitution;

\*\* The Executive Board Trustee is not elected directly by the membership, but is appointed by the new-elected Executive Board members from among the new-elected Trustees in their respective Sections of the Local.

\*\*\* **NOTE:** The Executive Board position of "Member-at-Large" will cease to exist after the current term expires on June 30, 2017. Should this position become vacant during this current term, it will not be filled for the duration of the term.

## **7. DUTIES OF THE EXECUTIVE BOARD**

- a) The duties of all Executive Board members are laid out in the Unifor National Constitution, Article 15, Section C.
- b) The Executive Board shall hold one (1) meeting during the following months: January, March, May, July, September, and November, on or about the second Wednesday of the month, or at the call of the President or a majority of the members of the Executive Board.
- c) The quorum of the Executive Board meetings shall be the majority of the officers as described in Article 8.
- d) The Executive Board members from each Section or Unit shall submit a written report to the President or designate at least two (2) days prior to the Executive Board meeting. Such reports to include:
  - Minutes of the last section or unit meeting;
  - Grievance summaries and status;
  - Report on all meetings with Management;
  - Copies of all pertinent correspondence, documents, and all pertinent information not already on file with the Local office;
  - A summary of all matters expected to be dealt with in the preceding month.

- e) Should the need for an emergency meeting of the Local Executive Board occur, the members available for such a meeting shall constitute a quorum. Actions taken as a result of such a meeting shall be subject to ratification at the next Executive Board Meeting.
- f) The Executive Board shall be responsible for making appointments to all Committees and Positions, subject to Article 13 of these By-Laws.

## **8. OTHER LOCAL OFFICERS**

- a) Every Officer of Local 333BC, in exercising their powers and performing their duties, shall:
  - Be charged with the responsibility of carrying out Policy and decisions of the Local and of the Executive Board;
  - Uphold the Constitution and Local 333BC By-laws, Policies and Procedures;
  - Act honestly and in good faith and in the best interest of the Union membership;
  - Exercise the care, diligence, and skill of a reasonably prudent person;
  - Be responsible for and fulfill all obligations and duties as required of a Union representative;
  - Enter into no Agreement which changes any terms, intent, or provisions of any existing Collective Agreement unless approval has been granted for such action by the Membership.

## **9. DUTIES OF LOCAL OFFICERS**

- a) The duties and responsibilities of all Local Union officers shall be in accordance with Article 15, Section E, ("Workplace Representatives"), of the National Constitution. Clarification of some of the duties of Local 333BC Officers is listed below.

- b) **Unit Chairperson:**

Each Unit Chairperson shall also be an ex-officio member of the Executive of the Local. Should an ex-officio member of the Executive of the Local cease to hold their elected position they will automatically cease to be an ex-officio member of the Local Executive. An ex-officio member of the Local Executive shall have voice and vote on all matters. With respect to their jurisdiction, any Local Officer not attending for three (3) consecutive meetings without reasonable excuse shall have their position declared vacant.

Each Unit Chairperson shall render every possible assistance to their Unit Reps whenever and wherever required. The Unit Chairperson shall:

- Oversee the implementation of and adherence to the Collective Agreement;
- Participate in the two-way flow of communications between the members and the Executive Board;
- Support and explain the Policies of Local 333BC to prevent division within the Membership;
- Supervise the grievance procedure and the duties of the Job Stewards;
- Hold a unit Section Meeting every two months, as described in Article 23 of these By-Laws;
- All unit chairs will have a seat on the Bargaining Committee.

- c) **Chief Job Stewards / Property Reps:**

Where there is a single Section or Bargaining Unit which has its own Unit Chair, and which occupies a single site or location, the next senior-most officer after the Unit Chair shall be the 'Chief Job Steward'.

Where a single Section or Bargaining Unit has a Unit Chair, but has members who are located in two or more separate yards or depots, the senior-most officer at each of those locations shall be the 'Property Rep'.

Due to the fact that any officer holding the position of 'Property Rep' may change yards or depots as a result of regular sign-up choices, and in order to meet the requirements of Local 333BC, one or more 'Property Reps' shall be appointed by the Executive Board from among the Job Stewards at the depot which has had the current Property Rep(s) change yards as a result of regular sign-up choices.

The Property Reps for each yard/depot, once appointed, shall remain the Property Reps for that yard until such time as they accept a posting or sign a shift at another depot. Should the former Property Rep subsequently return to their original yard/depot they will remain a Job Steward, and the Property Rep who was chosen to replace them will remain as the Property Rep for that yard/depot.

#### **The Chief Job Stewards / Property Reps shall:**

- Coordinate with the Unit Chair on the grievance procedure and the duties of the Job Stewards;
- Participate in the two-way flow of communications between the members and the Unit Chairperson;
- Assist the Unit Chairperson in the implementation of and adherence to the Collective Agreement;
- Support and explain the Policies of Local 333BC to prevent division within the Membership;
- Have a meeting with all Job Stewards within their Section every two (2) months for the purpose of updates on grievances;
- Assume the duties and authority of the Unit Chairperson in their absence.

#### **d) Job Stewards:**

All Job Stewards are to work under the jurisdiction of the Unit Chairperson and the Chief Job Steward and/or the Property Reps.

## **10. REGULAR GENERAL ELECTIONS**

- a) All Local and Unit positions are to be elected. Nominations for all positions will be open for at least seven (7) days, and a special meeting will be called for the purpose. There must be at least seven (7) days between the nominations and when the elections take place, and a minimum of at least fifteen (15) days between the notice of nominations and the elections.
- b) The Local Union Election Committee shall be charged with the responsibility of conducting all elections and referendum procedures subject to Article 15, Section B. 6, of the National Constitution and the Unifor "Policy Regarding Local Union Elections" Guide. The times and dates of elections will be chosen by a consensus of delegated members from the Election Committee and the Executive, and must then be ratified by the general membership at least seven (7) days prior to the date of the actual elections. A notice containing the time and place of elections shall be posted at least seven (7) days prior to election. Such notice shall also provide the time for a run-off date, if required.
- c) The term of office for all positions will be for three (3) years, except as noted in section 10 (d) and (k). Elections will be held in June. Those elected will be installed at a Special Executive Board Meeting, to be held in the first week of July, as detailed in Article 24 of the National Constitution, "Oath of Office and Installation Ceremony".
- d) All members in good standing are eligible to be nominated and elected to office. As it is the responsibility of any candidate who is running for office to prepare and distribute their own material, the local union should not be involved either directly or indirectly in preparing election material.
- e) In the case of a labour dispute being in effect or imminent, the Local may, at a regular meeting, vote to delay the times noted above.
- f) Elections shall be conducted by secret ballot. All Executive Board Members require a majority (50%+1) of votes cast to be elected as a Local Union officer. All other non-Executive Board positions shall be decided by simple majority. Should only one (1) person be nominated for office, that person shall stand elected by acclamation.
- g) An advance poll will be available to all members of the Local, the time and location of which will be determined as part of the process described in (f) above.
- h) Should a run-off ballot be required as a result of a fifty percent (50%) majority not having been reached by any candidate, and in accordance with Unifor "Policy Regarding Local Union Elections", the two (2) candidates with the most votes shall be eligible to have their names placed on the run-off ballot.

- i) Except in the case of an election or secret ballot vote the President shall not have a right to vote except in the case of a tie vote when the President shall cast the deciding vote.
- j) Local 333BC shall elect two (2) Unifor Council and Convention Delegates in excess of the first delegate. The first delegate shall be President of Local 333BC who shall attend Unifor Council and Convention as of right.
- k) Elections will be held for the following positions in accordance with Article 11 of these by- laws:

**Local-Wide Positions:**

Local 333BC: President.	1
Local 333BC: Vice-President	1
Local 333BC: Financial Secretary	1
Local 333BC: Recording Secretary	1
Local 333BC: Unifor Council and Convention Delegates	2
** Election Committee (as per Article 11 (c))	4

**BC Transit – Operators:**

Unit Chair:	BC Transit – All Operators	1
<del>Member at Large:</del>	<del>BC Transit – All Operators</del>	<del>4</del>
Sheet Committee Chair:	BC Transit – All Operators	1
Sheet Committee:	BC Transit – Operators	7
Sheet Committee:	BC Transit – Community Shuttles	1
Job Stewards:	BC Transit – Operators	9
Job Stewards:	BC Transit – Community Shuttles	1
Trustees:	BC Transit – All Operators	3
* Bargaining Committee:	BC Transit – Operators Section	2
* Bargaining Committee:	BC Transit – Community Shuttles	1

**BC Transit – Maintenance:**

Unit Chair:	BC Transit – Maintenance	1
Chief Job Steward:	BC Transit – Maintenance	1
Job Stewards:	BC Transit – Maintenance	3
Trustee:	BC Transit – Maintenance	1
Bargaining Committee:	BC Transit - Maintenance	1

**handyDART:**

Unit Chair:	handyDART	1
Chief Job Steward:	handyDART	1
Job Stewards	handyDART	4
Sheet Committee Chair	handyDART	1
Sheet Committee:	handyDART – Operators	3
Sheet Committee:	handyDART – Office Section	1
Trustee:	handyDART	1
* Bargaining Committee:	handyDART – Operators	1
* Bargaining Committee:	handyDART – Office Section	1

**Medi-Van:**

Job Stewards:	Medi-Van	2
* Bargaining Committee:	Medi-Van	1

\*\*Note: Elections for Bargaining Committees and ad hoc Committees shall be held as required; however, the Local Executive Board shall attempt to hold these elections in conjunction with the Officer Elections where possible.

## **11. TIMING OF ELECTIONS**

- a) In accordance with Article 10 above, the terms of all elected Local and Unit positions described in 10 (k) above shall begin on July 1st 2014, and with elections to be held every three years thereafter.
- b) The Local shall have an Election Committee, which shall be duly elected by the membership at a general membership meeting prior to the general elections of the Local, and such Election Committee shall be elected for a 3-year term. No member who holds any elected Office or who is running for Office may serve on the Election Committee.
- c) Vacancies on the Election Committee may be filled at a General Membership Meeting, provided that the notice of the General Membership Meeting is posted at least 15 days in advance of the election.

## **12. BY-ELECTIONS**

- a) If any of the three Executive positions designated in the National Constitution as being mandatory Executive Board positions becomes vacant, then a local-wide by-election must be held within no more than sixty (60) days of the position becoming vacant. If the vacated position is that of the President, then the Vice-President will assume the President's duties for the remainder of the term. If the Vice-President declines to accept the President's position, then s/he will assume the President's duties until a by-election can be held within sixty (60) days to fill the President's position. If the President's position is vacated within six (6) months of the regular three-year local-wide general elections, then the Vice-President shall fill the President's position for the remainder of the term. If the vacated position is other than the position of President then the vacated position may be filled temporarily by appointment by the Executive Board until such time as the by-election can be held to fill the vacant position.
- b) If any Executive position other than one of the three mandatory positions described in the National Constitution becomes vacant more than six (6) months before the next three-year local-wide general elections, then a by-election to fill the vacant position must be held within one hundred and twenty (120) days. The Executive Board can fill the vacated position by temporary appointment until the by-election takes place.
- c) If any officer holding an Executive position wishes to run for any vacant office they must declare their intentions so that nominations and elections may be held for their position at the same time as the other vacant office.
- d) If any other non-executive single-person position (such as a Chief Job Steward, or an elected Committee Chairperson) becomes vacant more than six (6) months before the next three-year general elections, then a by-election to fill the vacant position must be held within one hundred and twenty (120) days. The Executive Board can fill the vacated position by temporary appointment until the by-election takes place. If an elected position becomes vacant less than six (6) months prior to the next scheduled general elections, then in order to avoid incurring unnecessary financial hardship the Executive Board may appoint someone to fill the vacated position until the next general elections are held.
- d) If any other multiple-persons position (such as multiple Job Stewards or other elected committee positions) becomes vacant more than six (6) months before the next three-year local-wide elections, then the Executive Board may decide:
  - To hold a by-election within one hundred and twenty (120) days to fill the vacated position, or
  - To fill the vacated position by appointment only, subject to approval by the affected membership at the next applicable membership meeting, or
  - To not fill the vacated position at all, subject to approval by the affected membership at the next applicable membership meeting.

### **13. COMMITTEE PERSONS AND APPOINTMENTS**

As per Article 15, Section D, the National Constitution, Local 333BC shall establish and maintain, as much as is possible to, the committees listed alphabetically below. The Executive Board shall make appointments to the following committees:

- Bargaining Advisory Committee
- Bus Stop Committee
- Care Committee
- Constitution and By-Law Committee
- Education Committee
- Human Rights Committee
- Lesbian, Gay, Bi-sexual, and Trans-gendered (LGBT) Workers Committee
- Occupational Health and Safety Committee
- Retired Workers Committee
- Social Committee
- Spareboard Committee
- Union Politics Committee
- Violence in the Workplace Committee
- Washroom Committee
- Women's Committee

- a) Committee appointments shall be made for any Bargaining Unit or Section where one of the above committees exists.
- b) A call for committee appointments shall be posted in conjunction with Local-wide general elections. Members who are interested in a committee position shall make their intentions known to the Recording Secretary in writing prior to the first Executive Board meeting following the elections.
- c) A Chairperson, where required, shall be selected by the Members of the Committee with the exception of the Sheet Committee Chair, who shall be elected by the membership, as per Articles 41 and 42 in the 'Policies and Procedures' section of these By-Laws.
- d) A member accepting an appointment to any position or committee is bound by the same By-Laws, Policies, and Procedures governing an elected Officer of Local 333BC, and shall take the Pledge of Office.
- e) Should the case arise where a committee not outlined in Article 12 (a) of these By-Laws becomes necessary, the Local Executive Board shall have the right to establish a new committee as needed and make appointments to it. All such committee appointments shall be subject to membership ratification.
- f) All appointed positions will be for a 3-year term.

### **14. OATH OF OFFICE AND INSTALLATION CEREMONY**

The installing ceremony may be performed by the retiring President, Acting President, honorary delegate, or any National Representative. All Officers will be sworn in at the first meeting of the new Executive Board, which is normally held at the end of June or early in July. Any Officers who are unable to attend this meeting will be sworn in by the President, or his/her designate, at the earliest opportunity after that. The following is taken directly from Article 35 of the 2009 National Constitution:

The Installing Officer says:

“Give attention while I read to you the obligation:

"Do you pledge on your honour to perform the duties of your respective offices as required by the Constitution of the Union and to bear true and faithful allegiance to Unifor.

"Do you pledge to promote a harassment and discrimination-free environment and work to ensure the human rights of all members are respected?"

"Do you pledge to support, advance and carry out all official policies of the Union and to work tirelessly to advance and build the membership of our Union? Unifor Constitution Do you pledge to deliver all books, papers, and other property of the Union that may be in your possession at the end of your term to your successor in office, and at all times conduct yourself as becomes a member of this Union?"

Officers respond, "I do."

The Installing Officer then says: "Your responsibilities are defined in the By-Laws, Constitution and policies of Unifor. Should any emergency arise not provided for in these, you are expected to act according to the dictates of common sense, guided by an earnest desire to advance the best interest of the Union. I trust you will all faithfully perform your duties so that you may gain the esteem of your brothers and sisters and the approval of your conscience. You will now assume your respective offices."

## **15. FINANCES**

- a) The fiscal year for Local 333BC shall begin on January 1 and end on December 31 of each calendar year.
- b) The Local 333BC Executive Board shall be responsible for establishing all credit union and/or bank accounts for Local 333BC. These accounts shall be established on the following basis.
  - Accessibility of Membership funds;
  - Rates of interest;
  - Service Charges.
- c) To ensure the obligations of Local 333BC are met in a timely manner the Local 333BC Executive Board shall have the authority to establish a line of credit or overdraft protection (not to exceed one twelfth [1/12] of the annual Local 333BC dues) with a credit union and/or bank.
- d) All monies in the hands of any Officer of Local 333BC shall be deposited in the name of the Local and a complete record of all monies received and paid out shall be kept.
- e) Unless otherwise authorized by a Signing Officer, all monies paid out shall be by cheque only.
- f) All cheques shall require the signatures of at least two (2) Authorized Officers of Local 333BC who shall be any two of the following:
  - The President, or if incapacitated the Vice President/Local Chairperson;
  - The Financial Secretary, or if incapacitated the Chairperson of the Trustees; and
  - One other Executive Board Member.
- g) Any Local 333BC expenses exceeding one thousand five hundred dollars (\$1500.00), excluding specific and Constitutional funds and which are over and above the general operating costs shall require approval of the Membership at a General Meeting.
- h) Local 333BC Audit (as per the Unifor National Constitution, Article 15, Section H):
  - Local Unions shall submit their financial records for audit by Local Union Trustees quarterly, or have a professional Chartered Accountant audit their Local Union books annually.
  - A Local Union which chooses to perform quarterly Trustee audits shall provide to the Trustees all the necessary information they require to carry out the audit and fulfill their responsibility to protect the assets of the Local Union.
  - The Secretary Treasurer of the National Union will develop and make available to Local Unions a

standard form which may be used to file quarterly Trustees Reports to the National Union.

- Quarterly Trustees Reports must be submitted to the Secretary Treasurer of the National Union no later than three (3) months following the end of a Quarter or year end.
- The Local Union may choose not to hold quarterly audits by Trustees if it has an audit of the Local Union's financial books performed annually by a professional Chartered Accountant. A Local Union which chooses to perform an annual professional audit shall provide a Financial Statement to the membership quarterly. An annual professional audit shall be the subject of a report to the regular membership meeting following the completion of the audit, or reported to the membership by other means no later than 3 months following the year end.
- A Local Union which chooses an annual professional audit shall submit the audit to the Secretary Treasurer of the National Union no later than 3 months following the year end.

An audit report shall be available for members' perusal within thirty (30) days of completion.

- i) All expenses pursuant to travelling and per diems can be found in the 'Policies and Procedures', Article 40.
- j) Local 333BC maintains an 'open-door' policy in regards to the financial records. Any member in good standing is entitled to see any of the financial records for the local at any time. (Due to the time constraints and duties of the officers, an appointment time may be required.)

## **16. INITIATION FEE, DUES, AND ASSESMENTS**

**INITIATION FEE:** The initiation fee for Local 333BC shall be ten dollars (\$10), except where the laws or regulations of the Provincial or Federal Government require a lesser or larger initiation fee.

### **MONTHLY DUES:**

- a) Monthly dues shall be one-point-nine percent (1.90%) of gross base monthly pay.
- b) As per the Unifor National Constitution, Article 15, Section G, dues may be increased over and above those prescribed in the CAW Constitution. A Notice of Motion to alter the dues must be posted on all Local 333BC notice boards at least fourteen (14) days prior to the next General Membership Meeting.
- c) All votes for changing the dues must be cast by secret ballot box. A fifty percent-plus-one (50% + 1) majority vote in favour of the motion by those members in attendance at such membership meeting is required in order for the motion to pass.

### **ASSESMENTS:**

- a) Local 333BC shall have the right to levy on its members, for special purposes, such assessments as may be proposed from time to time.
- b) A Notice of Motion describing the assessment must be posted on all Local 333BC notice boards of the membership who will be affected by the assessment at least fourteen (14) days prior to the next meeting.
- c) All votes for assessments must be cast by secret ballot box. A fifty percent-plus-one (50% + 1) majority vote in favour of the motion by those members in attendance at such membership meeting is required in order for the motion to pass.

**The following assessments are currently in effect:**

- a) The sum of three dollars (\$3.00) per month for the BC Transit Section, and three dollars (\$3.00) per month for the handyDART Section, shall be deducted in addition to the dues of all members to fund the Social Committee. (See Article 19.)
- b) The sum of two dollars (\$2.00) per month shall be deducted in addition to the dues of all members to fund the Local 333BC Death Benefit Fund. Members will no longer pay into the Death Benefit Fund once it

reaches the amount of sixty thousand dollars (\$60,000). Once the account decreases to the level of fifty thousand dollars (\$50,000) the dues will be reinstated.

- c) Commencing January 1, 2012 a sum of four dollars (\$4.00) per month will be assessed to all members to fund political action that may benefit our members on transit-related issues. Recommendations from the Local UPC (Union Politics Committee) must be approved by the Local 333BC Executive Board in order for the funds to be dispersed.

## **17. CHARGES, TRIALS, AND DISCIPLINE**

Charges, Trials, and Discipline shall be as prescribed in Article 18 of the National Constitution.

## **18. CODE OF CONDUCT**

- a) Each member of Local 333BC is bound, in the spirit of co-operation, to uphold, protect, and respect the rights of every other member. No member shall knowingly or wilfully subject any other member to a disproportionate amount of the workload. No member shall, by their unfair representations or biased reporting, cause any member to be disciplined by the Employer.
- b) Any work-related dispute between two or more members, which cannot be resolved by the members concerned, shall be directed to the Local 333BC Officers through their Local representatives.
- c) To be eligible for strike pay, each member shall perform assigned duties and comply with Membership-approved picket policies and/or job action.
- d) Any member found guilty of defacing Union notices or property shall be subject to disciplinary action.
- e) Any member not complying with any of the Local 333BC By-laws, Policies, and/or Procedures, shall be liable to fine, suspension, or expulsion from Local 333BC and will, in accordance with Article 4 of the National Constitution, be dealt with by the Executive Board.
- f) Any member being disruptive at any meeting of Local 333BC will be asked by the Chair to take their seat. If the member fails to take their seat, the Chair has the authority to deem the meeting adjourned. If this happens, the member who was disruptive will then be liable for discipline by the Executive Board. The minimum discipline will be that the disruptive member's union card will be rescinded for a period of two (2) working days, subject to the approval of the membership at the next General Membership meeting.

## **19. RIGHT TO RECALL**

- a) As per Article 15 of the Unifor National Constitution; an elected workplace representative can face recall only once during their term of office. Any Officer of Local 333BC may be recalled, for failure to properly carry out their duties, for deliberately violating their Oath of Office, these By-Laws, or the National Constitution.
- b) For all recalls: A petition describing the specific complaints against the Representative being recalled must be submitted to the Recording Secretary of Local 333BC. The Local Union shall notify the member being recalled of the complaints and provide him/her with a copy of the petition.
- c) For an Executive Board Member (as per Section B, (10–12):

10. An elected Local Union Executive Board member may be recalled by the members for failing to perform the duties of their office. A recall is initiated by a petition signed by 25% of the members that the Executive Board member represents. The petition must provide specific complaints against the Executive Board member and be submitted to the Recording Secretary of the Local Union. The Local Union shall notify the Executive Board member of the complaints and provide a copy of the petition.

11. The Local Union shall call a special recall meeting with a minimum of 7 days notice with the sole purpose of addressing the specific complaints identified in the petition. A quorum for a recall meeting shall be 25% of the members represented by the Executive Board member. A two thirds majority vote of those present shall be required to recall an elected Executive Board member.
12. An elected Executive Board member can face recall only once during her/her term of office.

d) For any other Elected Workplace Representative (as per Section D, (4-7):

4. An elected workplace representative may be recalled by the members he/she represents for failing to perform the duties of the office.
  5. Members he/she represents will sign a petition listing the specific complaints against the representative and file it with the Local Union. The Local Union will notify the representative of the specific complaints and will give due notice to the represented members of a special meeting for recall. A two-thirds vote of the members present at the special meeting is required to recall.
  6. Each Local Union will set out in its By-Laws the number of petitioners required for a recall and the quorum needed to hold a recall meeting. In Local 333BC, these shall be 25% for both the petition and the quorum.
  7. An elected workplace representative can face recall only once during her/his term of office.
- e) If the Recall is successful it will take effect immediately and the Executive Board shall appoint a member to fulfil the duties of the Officer until an election is held to fill the vacancy within thirty (30) days.

## **20. SOCIAL COMMITTEE**

- a) The amounts described in Article 16, "Assessments", (1) shall be used for the purpose of:
- An annual retirement banquet;
  - Gifts for retirees;
  - Gift fund for members on long-term illness;
  - A fund to be used to promote the Union through social activities.
- b) A Social Committee shall be appointed pursuant to Article 14 of these By-Laws, or whenever deemed necessary, by the Local 333BC Executive Board. The Committee shall have one (1) representative from each Section or Bargaining Unit, with two (2) from BC Transit Operations.

## **21. DEATH BENEFIT FUND**

In the event of a member's death, or on evidence of death, Local 333BC shall make payment and shall be reimbursed by the Local 333BC Death Benefit Fund the sum of two thousand dollars (\$2000) to the legal beneficiary or the estate on confirmation of the facts that:

- The deceased member was an active member in good standing, and
- Production of a valid Death Certificate or notarized document showing presumption of death, and
- Notarized document indicated the recipient to be the legal beneficiary.

## **22. GENERAL MEMBERSHIP MEETINGS**

- a) Except as otherwise provided for in these By-laws or the Local 333BC Policy and Procedures, Articles 6 and 7, "Bourinot's Rules of Order," third revised edition, shall govern all Local 333BC General meetings.
- b) General Membership Meetings will deal exclusively with issues pertaining to the general membership and the administration of the Local. Such issues shall include, but not be restricted to, The National Constitution, Local 333BC Finances, Local By-laws, Policies and Procedures.
- c) The President shall be responsible for holding at least one (1) General Membership meeting per month in the months of January; March; May; September and November. Meeting Notices shall be posted at least 7 days prior to the meeting date.

- d) The Meeting locations and times will be designated or approved by the Local Executive Board. All Meetings will be in two sessions, one starting at 10:00 (10:00 am), and the other at 19:00 (7:00 pm), or at any other time(s) established by the Executive Board.
- e) At each session, or at any other meeting of the full membership of Local 333BC, twenty (20) members, including the Executive and the President, shall constitute a quorum for the transaction of business. In the event that there are not sufficient members present to constitute a quorum for the undertaking of business, a meeting will still place nevertheless for the purpose of information and discussion, but no voting will take place.
- f) Business arising at a General Meeting pertaining to an individual Bargaining Unit or Section shall be referred to the next scheduled Unit or Section meeting.
- g) A Special Meeting may be called at any time upon the decision of the Executive Board or by the written request of twenty-five (25) Members of Local 333BC. Notice of such Meetings will be posted on all Local 333BC Notice Boards and will be held as soon as possible. Every reasonable effort to contact each member shall be made.

## **23. SECTION AND BARGAINING UNIT MEETINGS**

- a) Except as otherwise provided for in these By-laws or the Local 333BC Policy and Procedures, Articles 6 and 7, "Bourinot's Rules of Order," third revised edition, shall govern all Local 333BC Section or Unit Meetings.
- b) Section and Bargaining Unit Meetings will deal exclusively with the issues pertaining to that Section or Bargaining Unit. No business pertaining to the General Membership shall be discussed at a Section or Unit Meeting, except Motions to refer a matter to the General Membership Meeting.
- c) The Unit Chairperson shall be responsible for holding at least one (1) Section Membership meeting per month in the months of February, April, June, October, and December. Meeting Notices shall be posted at least 7 days prior to the meeting date. The Section or Unit Chairperson or designate, shall be the Presiding Officer at their Meetings.
- d) The Meeting locations and times will be designated or approved by the Local Executive Board. All Meetings will be in two sessions, as follows:
  - For BC Transit Operators: 10:00 (10:00 am) and 19:00 (7:00 pm);
  - For BC Transit Maintenance: 13:00 (1:00 pm) and 17:00 (5:00 pm);
  - For handyDART: 10:00 (10:00 am) and 18:00 (6:00 pm)
- e) At each session, or at any other meeting of the membership of the Unit or Section, the number of members, including the Executive and the President, which shall constitute a quorum for the transaction of business, is as follows:
  - For BC Transit Operators: 10
  - For BC Transit Maintenance: 5
  - For handyDART: 5

In the event that there are not sufficient members present to constitute a quorum for the undertaking of business, a meeting will still place nevertheless for the purpose of information and discussion, but no voting will take place.

- f) Business arising at a Unit or Section meeting pertaining to the General Membership shall be referred to the next scheduled General Membership meeting.
- g) A Special Meeting may be called at any time upon the decision of the Executive Board or by the written request of ten (10) percent of the membership of the Section or Unit. Notice of such Meetings will be posted on all Section or Unit Notice Boards and will be held as soon as possible. Every reasonable effort to contact each member shall be made.

## **24. GRIEVANCES AND COMPLAINTS AGAINST THE UNION**

Article 19, Section B, of the National Constitution provides that a member feeling her/himself aggrieved by some action of the Local Union or one of its representatives must initiate her/his complaint or appeal from that action within thirty (30) days of the time s/he is aware of the action or reasonably should have been aware.

The initial complainant should be taken to the Committee or Local Union Rep around which the complainant centers. If the complainant is not resolved to the complainant's satisfaction, then the matter will be referred to the Local Executive Board for a decision.

Within 30 days of receiving a written notice of such a decision the grievant, if wishing to appeal further, shall submit her/his appeal to the Recording Secretary in writing for consideration by the earliest possible membership meeting.

## **25. STRIKES**

All strikes and/or strike action will be undertaken in conformance with Article 17, Section B, of the Constitution.

## **26. POLICIES AND PROCEDURES**

- a) Matters governing the members, individual Sections, or Bargaining Units of Local 333BC, and not provided for in the By-Laws, shall form the 'Policies and Procedures' section of the Local 333BC By-Laws.
- b) These By-Laws may be amended pursuant to the procedures as laid out in detail in Articles 2, 3 and 4 of the Policy and Procedures Section of these Local 333BC By-Laws.
- c) Any dispute as to the existence of a By-Law or a Policy or Procedure shall be decided by the Local 333BC Executive Board subject to membership approval.

# **POLICIES AND PROCEDURES**

## **1. INTENT**

To ensure consistency and accountability in the implementation and formation of Policy and Procedure within Local 333BC, and to assist in the education of the General Membership.

Policy and Procedures will be consistent with any of the Provisions of the National Constitution and Local 333BC By-laws.

## **2. MAKING OF MOTIONS FOR AMENDMENTS OR CHANGES TO THE LOCAL 333BC BY-LAWS**

These By-Laws may be amended by the following procedure:

A Motion shall be presented in writing at an applicable (General or Section) membership meeting setting forth the changes or amendments sought. The motion shall be read to the members present at that meeting and must be seconded, after which it must be tabled.

The Motion will then be referred to the Local 333BC "Constitution and By-Laws Committee" which will then verify that the Motion is not in contravention to the By-Laws or the Constitution. If the motion is not acceptable, then the mover(s) of the motion will be informed in writing of the reason(s) for that decision. If the motion is acceptable, then the Motion will be placed on the agenda for the succeeding membership meeting, and the Executive Board will post the Motion on the Local 333BC Website at least fourteen (14) days prior to that membership meeting; a hard copy of the Motion will also be available at the Union Office. The notice of the proposed changes must contain a description of the particular By-Law amendments that will be considered.

At the succeeding membership meeting the Motion will be re-read and then debated before being voted on. By-Laws or Policies and/or Procedures which pertain to, and/or will affect, only one Unit or Section within the Local shall be voted on by only that Unit or Section. If approved by two-thirds of the membership voting thereon at this meeting(s), the amendment shall be considered adopted by the membership.

**Any amendments to existing By-Laws, or any new By-Laws, must be submitted to the National Executive Board for approval. No changes to new By-Laws can be effective until approved by the National Executive Board.**

## **3. MAKING MOTIONS WHICH DO NOT AFFECT THE BY-LAWS**

Any Motion which does not affect either the By-Laws or the Policy and Procedures Manual may be passed by a simple 50% + 1 (plus one) majority vote at a meeting of the members so affected.

If this type of Motion is made in writing, as described above, and submitted to the Executive Board in advance of the applicable meeting, then a Notice of the Motion posted on the Local 333BC Website at least fourteen (14) days prior to the vote will suffice; a hard copy of the Motion will also be available at the Union Office.

## **4. FORMAT FOR MAKING OF MOTIONS IN WRITING**

The generally recognized format for making a Motion in writing is typically in three parts, as follows:

- a) The Motion starts with the expression "Whereas ...", after which the situation that the member(s) wish to address, amend, or change is described;
- b) This is then followed by another "Whereas ...", in which the reason for making the change is then described;
- c) This is then followed by either "I (or) We Move That ..." or "Be It Resolved That ..." in which an accurate

description of the change(s) or amendment(s) is then described. In the event that the change or amendment is about language in a document (such as the By-Laws) the article and language that is to be changed must be identified, along with the new language that will replace the old language.

- d) NOTE: The above format is not a rigid or inflexible layout but is intended here only as a guide; other formats which contain all of the pertinent information described above will usually be acceptable as well.

## **5. GRIEVANCES AGAINST THE EMPLOYER**

- a) Members initiating a grievance shall do so through a Job Steward authorized by the Executive Board or, in the absence of a Job Steward, an Executive Board Officer
- b) The Representative(s) handling the grievance shall file the grievance with the Local Office, by completing the appropriate grievance form. A copy of the completed grievance form shall be placed on the member's file.
- c) Once a grievance is filed at the second level of the grievance procedure it ceases to be the member's grievance and becomes the sole property of Local 333BC.
- d) When an individual or policy grievance remains unresolved following the final grievance meeting, the Executive Board shall have the authority to proceed to mediation or arbitration, subject to approval of the Membership at the next General Membership Meeting
- e) When a member, party to an individual grievance, intends to dispute an Executive Board recommendation concerning that grievance, then the Member shall be present at the General Membership Meeting at which the Executive Board recommendation appears on the agenda.

## **6. ALL MEETINGS – GENERAL RULES AND PROCEDURES**

- a) To be included on the Agenda, any questions or motions to be considered by the membership must be posted as a Notice of Motion, fourteen (14) days prior to the scheduled meeting, on all Local 333BC Notice Boards.
- b) If a morning or night session is not held because of a lack of a quorum, the session with a quorum shall constitute the meeting for that day. A meeting shall be considered adjourned at any time that the quorum is not present.
- c) In the event that neither meeting attains a quorum the matters necessary for the efficient operation of Local 333BC, which were to be presented to the membership, may be enacted by Executive Board decision.
- d) Executive Board recommendations enacted in the absence of a quorum at the General Meetings, as per these By-laws, will be posted in bulletin form on all Local 333BC Notice Boards.
- e) All Motions and their Amendments from the morning session must also be voted on in the evening session.
- f) Motions and Amendments must be made at the morning session to ensure that participants at both sessions are given the opportunity to debate all Motions and Amendments.
- g) Any Motions brought forward at the evening session shall be laid over until the next meeting and shall be considered a Notice of Motion.
- h) All Motions shall be decided by the total vote of the am and pm sessions.
- i) A member may attend both sessions and speak on any Motion that is before the membership, but may only vote once on any given Motion.
- j) Motions to reconsider require that a Notice of Motion be posted no later than 14 days prior to next scheduled General Membership meeting. A Motion to Reconsider requires a two-thirds (2/3) majority vote to pass.
- k) To the extent possible a Motion should be worded in affirmative terms and it should express fully and

unambiguously the intent of the Mover. It should be preceded by a preamble ("Whereas....." or "In order to ....." )

- l) Amendments or sub-amendments must be strictly relevant to the main motions and made while the main motion is under consideration. It must not alter in a material way the principle embodied in the main motion but should merely vary the terms in one or more particulars. The question of the propriety of a proposed amendment is one, which the Chairperson must decide.
- m) Smoking is prohibited during all Membership Meetings.
- n) No member shall leave a Meeting before adjournment without sufficient cause being given to the Presiding Officer.
- o) As per the Local 333BC By-Laws, Article 17 (f): Any member who attends a meeting under the influence of alcohol or drugs and/or creates a disturbance, or becomes unruly shall lose voice and her/his right to vote at said meeting. Where necessary to maintain order, the member may be evicted from the meeting by order of the Chairperson subject to the challenge of the membership. Flagrant or persistent violation of this section by any member shall be conduct unbecoming a union member.

## **7. ALL MEETINGS – RULES OF ORDER**

- a) The Presiding Officer or designate shall take the Chair at the hour specified on the Notice of Meeting for Regular or Special meetings. In the absence of the said Officials, a Chairperson pro tem shall be chosen by the members present.
- b) The Presiding Officer shall be privileged to debate on all subjects by calling a Vice-President, or any member, to assume the Chair.
- c) The Presiding Officer shall decide all conflicts of authority between Officers, except when they are a party to the conflict, and then the membership shall decide.
- d) It shall be the duty of every member to sustain the Officers in the proper discharge of their duties.
- e) Any member speaking shall rise and respectfully address the Chair. They shall confine themselves to the question and avoid personalities.
- f) No Motion shall be debated upon until stated from the Chair. It shall be in writing at the request of the Recording Secretary.
- g) No Motion to amend the minutes shall be admissible, unless some error of fact be contained therein.
- h) All communications shall be filed without vote unless other action is ordered
- i) When two or more members shall rise to speak at the same time, the Presiding Officer shall decide who will speak first.
- j) If any member while speaking shall be Called to Order, they shall resume their seat until it is determined whether or not they are in order and, if found out of order, they shall not be permitted to proceed unless by a vote of the membership.
- k) No absent member shall be appointed to any Committee unless they have indicated in writing their willingness to serve nor shall it be compulsory for any member to serve on any two Committees at the same time.
- l) When reading of any matter is called for and the same is objected to by any member, it shall be determined by vote of the members present.
- m) As determined by the Chair, time limits for speaking to a question may be imposed and members may be restricted to speaking only once on the same question except the Mover and Secunder of a resolution, who may speak twice.

- n) A simple majority vote shall decide all questions, except as provided for in the Constitution and By-Laws.
- o) No business shall be transacted at a Special Meeting except that for which the meeting has been called.
- p) When a Motion or a Resolution is once moved and seconded and then the Mover desires to modify it, or substitute another or withdraw it from consideration, then they may be permitted to do so by a Motion to that effect, made and passed by a majority of the members present.
- q) No Motion or Proposition on a subject differing from that under consideration shall be admitted under Colour of Amendment.
- r) When a question is before the members, no Motion shall be received except:
  - to adjourn;
  - to lay on the table;
  - for the previous question;
  - to postpone definitely;
  - to refer;
  - to amend;
  - to postpone indefinitely.

These Motions have precedence in the order they stand arranged.

- s) The following Privilege Questions are not debatable and have precedence in the order they stand arranged:
  - to adjourn;
  - to lay on the table;
  - for the previous question;
  - to leave matter pending a question;
  - to reconsider;
  - to refer to the Executive Board.
- t) All Questions of Order arising after a Motion is made for the previous question shall be in order except:
  - when a member is speaking;
  - when a vote is being taken;
  - when a Motion to Adjourn has been negative.
- u) The previous question shall be put thus: "Are you ready for the question?" and until it is decided it shall preclude all amendments and all further debate. It shall only be admitted when demanded by two thirds (2/3) of the members present.
- v) Questions shall be put in this form: "All in favour signify by saying 'aye' and after the affirmative vote is expressed ...'all those opposed shall say 'no' or the vote may be expressed by a show of hands, affirmative or negative.
- w) If the Chairperson is in doubt, or division is called for, the Meeting shall divide. Those in the affirmative of the question shall first rise from their seats, and after, those in the negative. The Recording Secretary will count the members as they vote and shall report to the Chair who will announce the result.
- x) Should any difficulty arise on a Point of Order during a division the Presiding Officer shall dispose of it by peremptory decision, such decision being afterwards subject to correction.
- y) When a Motion has been carried, any member voting with the majority may move for a reconsideration thereof, but no discussion of the main question shall be allowed.
- z) No religious matter shall be discussed under any pretext whatsoever.

- aa) In the event of any Appeal against the ruling of the Chair, and that Appeal is sustained by the session, the Meeting shall proceed with the consideration of the question under discussion, pending final disposal of the Appeal.
- bb) Any point not covered in the foregoing Rules of Order will be governed by "Bourinot's Rules of Order," third revised edition.

## **8. ELECTION COMMITTEE**

- a) The Chair of the Election Committee shall be chosen by the Election Committee members. The Chair of the Election Committee shall have complete authority over the elections process. No member who holds any elected Office or who is running for Office may serve on the Election Committee.
- b) A candidate for Office may be present at the count, either in person or by deputy, at no expense to Local 333BC.
- c) No candidate for Office shall, after casting his ballot, remain in or near the polling area.

## **9. LOCAL OFFICER COSTS**

### **FULL-TIME OFFICER'S WAGES AND BENEFITS:**

- a) The salary, benefits, and expenses of a Full-Time Officer shall be as follows:
- The Full-Time Officer shall be required to work a thirty-seven and one-half (37.5) hour, five (5) day week;
  - The salary shall be based on nineteen hundred and fifty (1950) hours per annum. To compensate for the irregular and demanding work schedule the rate shall be one hundred and twenty percent (120%) times the hourly rate of the highest hourly rate as spelled out in every Collective Agreement of Local 333BC. This rate shall be adjusted when the applicable rate is adjusted;
  - There shall be no paid or banked overtime. However, where Union business requires an Officer to be away from home or work on their days off or statutory holidays, the Officer may accumulate such time to be taken off at their discretion when Union business permits;
  - The Full-Time Officer shall be entitled to the same or equivalent benefits that they would have been entitled to in accordance with the provisions of the Collective Agreement under which the Officer previously worked at their Bargaining Unit, including annual vacations, statutory holidays, pension, and cleaning allowance. The Full-Time Officer will still maintain their pension from the employer, based on their classification, with the Union and Officer making any instalments that would apply if they were working within their Bargaining Unit.
- b) The Full-Time Officer shall receive payment of sick leave wages under the same formula used with the applicable Short Term Disability Plan.
- c) The Full-Time Officer shall receive an annual vacation allowance as per their applicable Collective Agreement. Annual vacation should as much as possible be taken in time off and will not normally be "paid out." Any deferment of a portion of annual vacation or request to pay out due to special circumstances must be authorized by the Executive Board.
- d) The Full-Time Officer shall be entitled to all Statutory Holidays. If a Statutory Holiday falls on their days off, they may take a day in lieu at a mutually agreeable time.
- e) A journal of Annual Vacation and or other time off shall be kept by the President for presentation to the Trustees upon request.

## **PART-TIME OFFICERS WAGES AND BENEFITS (BOOK-OFFS):**

- a) Members booked off from their place of employment to conduct Union business shall suffer no loss of wages or benefits (excluding overtime).
- b) Members booked off for Union business shall be paid in accordance with the following procedures:
  - They shall be paid for LOST TIME WAGES only. That is the difference between time worked at their place of employment and their normal hours of work for the day, including any premiums and/or allowances, but excluding overtime, except where overtime is paid as part of their normal shift.
  - After the completion of work performed for the Company and then the Union (maximum normal day's hours) the member may accept another piece of work. This work will be in addition to all work performed that day.
  - Officers and members of the Union shall not, normally, be paid while on a day off, annual vacation, banked statutory holiday, Leaves of Absence (other than a Union LOA) or while in receipt of sick leave benefits or Workers' Compensation Payments.
  - Where it is essential for the purposes of the administration of the Union, and where no other qualified Officer or member is available or able to act in the required capacity, an Officer or member required to perform work for the Union while on a day off, annual vacation, banked statutory holiday, Leave of Absence without pay, or any other Absence where they are not in receipt of wages or benefits, they shall be paid for their ACTUAL HOURS WORKED, including travel time, to a maximum of their normal hours of work.

This provision shall apply only in the following circumstances:

- Administration purposes;
  - Attending an arbitration hearing;
  - Attending a hearing provided for under Provincial or Federal labour legislation;
  - A court hearing as a witness or representative of the Union;
  - Workers' Compensation Board hearing;
  - Collective Bargaining;
  - Any other reason as determined by the Executive Board.
- 
- All time claims must be submitted to the Financial Secretary on or before the cut-off date in order to be paid in the respective pay period.
  - The Financial Secretary shall authorize or deny all time claims.
  - Should an Officer or member dispute the authorization or denial of any time claim, they shall appeal the matter to the Trustees. The Trustees shall decide the dispute.
- c) In the event that a member is off for a full pay period or longer the Union will remit the benefit package deduction to the Employer.

## **10. OTHER LOCAL EXPENSES**

- a) All officers and members acting in an authorized capacity for Local 333BC shall be reimbursed for their legitimate expenses for lost time, travel, meals, etc. Lost time will be paid at their normal lost time rate of pay.
- b) Members conducting Union business shall be reimbursed for all reasonable expenses, including mileage for use of one's personal vehicle, as approved by the Financial Secretary.
- c) Members traveling on Union business are eligible for a per diem allowance for:

### **Day trips outside a 40 km radius of the Local Office or location of the Bargaining Unit:**

- Meals: \$15.00 Breakfast; \$20.00 Lunch; \$30.00 Dinner;
- Mileage: (private vehicle use only): \$0.50 @ kilometre.

### **Overnight Stay while out of town:**

- **Meals:** \$20.00 Breakfast; \$30.00 Lunch; \$40.00 Dinner;
  - **Mileage:** (private vehicle use only): \$0.50 @ kilometre;
  - **Hotels:** The local will pay for all costs pertaining to overnight accommodation, and other related travel expenses.
- d) Negotiating Committee Members shall be reimbursed for all reasonable expenses necessitated by bargaining upon presentation of receipt with a completed expense form.
- e) All expense claims must be submitted on the appropriate expense forms to the Financial Secretary
- f) The Financial Secretary shall approve or deny all expense claims.
- g) Should an Officer or member dispute the authorization or denial of any expense claim they shall appeal the matter to the trustees. The Board of Trustees shall decide the dispute
- h) These expense allowances will be reviewed by the Trustees every two years, and any recommendations for changes or adjustments will be forwarded to the Local 333BC Executive Board for approval.

(NOTE: The Trustees reviewed the above provisions in April of 2011, and recommended to the Executive Board that no changes to the above were necessary at that time.)

## **11. BC TRANSIT – POLICIES AND PROCEDURES**

### **THE SHEET COMMITTEE CHAIR:**

- a) Chair all Sheet Committee meetings;
- b) Oversee all Sign-Ups and to ensure that Sign-Ups are conducted in an orderly fashion;
- c) Work with the Sheet Committee in ensuring that the best possible sheets are presented to the members for signing within the guidelines as set out in the collective agreement.

### **THE SHEET COMMITTEE:**

- a) The Sheet Committee shall have copies of the sheets posted for membership examination, at least seven (7) days prior to the Union Sheet Committee Meeting.
- b) During the period that the examination sheets are posted, members may submit their recommendations for changes to the Sheet Committee. All membership recommendations shall be in writing and state the change being proposed and the reasons for the proposed change. All recommendations shall be addressed to the Sheet Committee.
- c) Following the examination period, the Sheet Committee shall meet to review and make recommendations on all the proposed changes received from the membership and the Committee.
- d) The Sheet Committee shall post a list of all proposed changes, along with the Committee's recommendation on each proposed change.
- e) An Operator Special Sheet Meeting shall be held for each Sign-Up, for the sole purpose of discussion and voting on each of the Sheet Committee's recommendations.
- f) Following the Special Sheet Meeting the Sheet Committee Representatives shall meet with the Company as provided for under the terms and conditions of the Collective Agreement.
- g) Following the meeting with the Company, the Sheet Committee shall post a notice advising the Membership of the proposals adopted by the Company, as provided for under the Terms and Conditions of the Collective Agreement.

- h) The Sheet Committee shall then have the sheets posted for signing. There shall be no further changes to the sheets except as provided for under the terms and conditions of the Collective Agreement - Service Review Committee Meeting, Article O-2.03.

### **GENERAL QUARTERLY SIGN-UPS:**

- a) Members will sign-up in order of seniority and will follow their Section or Bargaining Unit Policy and Procedures as posted in the Sign-Up area.
- b) A Sign-Up Rep shall be present at all times while the Sign-Up is in progress and shall provide any and every assistance to the member signing.
- c) It is the member's responsibility to be present at the Sign-Up at the indicated time or leave choices for all sheets with the Sheet committee representative or on the posted sheet.
- d) Members may arrange for another member to select and sign-up for them provided that members signing for absent members present a signed letter from the absent member.
- e) Members will not sign-up via telephone unless confronted by unforeseen circumstances, and only by contacting the Union Representative.
- f) Members who fail to sign at the prescribed time will be signed-up on work similar to their present work (depending on what is available) by the Union Representative.
- g) Members who sign up on Vacation Relief Blocks shall, upon request, have their Sign-Up time extended within reason.
- h) Members will conduct themselves in a responsible and courteous manner when the Sign-Up is in progress.
- i) Members who sign-up out of seniority shall be subject to disciplinary action by the Local 333BC Executive Board.
- j) A member's work choice shall be final, and shall not be changed once the next member has signed.
- k) Any disputes arising during Sign-Ups will be directed to the Local 333BC Executive Board for immediate resolution.
- l) These rules shall be posted in a prominent position in the Sign-Up area.

### **SHIFT EXCHANGES & FORMS**

#### **EXCHANGE OF DUTIES:**

- a) Members may exchange duties within their job classification in accordance with current Section and/or Bargaining Unit Policy and Procedures.

#### **SHIFT EXCHANGES:**

- a) Members may only exchange with operators who are trained to operate all transit vehicles, and who are qualified to cover all work available.
- b) The exchange forms must be properly completed and signed by both operators to the exchange.
- c) Separate exchange forms must be prepared for each exchange.
- d) Two copies of the exchange form must be made; one to be turned in to Dispatch and one for the operator making the exchange.
- e) Members working the exchange will assume all responsibilities and duties and any discipline incurred.
- f) The exchange form must be submitted to the Dispatch Office prior to the start of the work involved.

- g) Members are not permitted to work any exchanges while on annual vacation or banked stats.
- h) Members are not permitted to "trade" shifts on the same day without Executive Board approval (one [1] Executive member).
- i) Failure to comply with these "Policies and Procedures", or any tampering with or unauthorized alteration of the exchange forms, may result in exchange privileges being suspended.

**VACATIONS:**

- a) Members shall not perform work in their Bargaining Unit while on annual vacation or banked statutory holidays.
- b) Members may exchange periods of annual vacation, banked statutory holidays, or both, upon prior approval of the Local 333BC Executive Board.
- c) Members may exchange periods of annual vacation, banked statutory holidays, or both, only once each calendar year, subject to extenuating circumstances and subject to prior approval of the Local 333BC Executive Board.

**CHANGING JOBS:**

- a) Any member promoted to management by the Company, or taking a job with a Company outside Local 333BC Bargaining Unit jurisdiction, may be reinstated at any time within Twelve (12) months, provided that they applied for – and were granted – a Leave of Absence for such a period, and provided they maintain their dues in good standing. The member may, upon approval of the Executive Board, extend the LOA to a period as determined by the Executive Board.
- b) Any member receiving a promotion or taking a job outside Local 333BC jurisdiction, and who does not wish to be reinstated as above, forfeits all seniority rights in their previously held classification.
- c) Any member transferring to a job with the same Company but within a different Section of the Bargaining Unit shall have a twelve (12) month period in which to transfer back with no loss of Section Seniority.
- d) Any member resigning their position with the Company will forfeit all Local 333BC seniority rights after a twelve (12) month period of grace.
- e) Any member accepting an alternative position with the Company as part of an accepted rehabilitation program will suffer no loss of seniority when they are able to return to their original position.
- f) A member who accepts a temporary position in the same department, but in a higher paying classification, and then bumps back into the former classification that they held prior to the start of the temporary position, shall then revert to the same seniority position they held prior to accepting the temporary job.
- g) A member who enters a skilled trade apprenticeship, and then subsequently leaves the apprenticeship prior to completing the program, shall be granted the same seniority position they had in the classification that was held prior to entering the apprenticeship.

**12. HandyDART - POLICY AND PROCEDURES**

**THE SHEET COMMITTEE CHAIR:**

- a) Shall Chair all Sheet Committee meetings;
- b) Oversee all Sign-Ups and to ensure that Sign-Ups are conducted in an orderly fashion;
- c) Work with the Sheet Committee in ensuring that the best possible sheets are presented to the members for signing within the guidelines as set out in the Collective Agreement.

## **THE SHEET COMMITTEE:**

- a) In conjunction with clause 10.01 "Sign Up" of the handyDART Collective Agreement:
- b) The Sheet Committee will post all copies of the company's new sign up proposals for seven (7) days prior to the Sheet Committee meeting.
- c) During the seven day examination period, members may submit recommendations for changes. All membership recommendations must be in writing and state both the change (s) being proposed and reason(s) for the proposed change(s). All recommendations must be addressed to the Sheet Committee only.
- d) Following the examination period, the Sheet Committee will meet to review all membership recommendations.
- e) The Sheet Committee Chair will then submit the committee's recommendation to the company in writing.
- f) If either side in the process desires a further meeting to discuss the counter-proposals, then the Manager and the Sheet Committee Chair will arrange for such a meeting as soon as possible.
- g) When the sheets for sign up have been finalized, the Sheet Committee will post the sheets at least seven days prior to the date on which the sign-up will actually take place. There will normally be no further changes to the sheets.
- h) Any complaints or disputes arising from the afore-described procedure must be submitted in writing to the Executive Board for resolution.

## **REGULAR QUARTERLY SIGN-UPS:**

Clause 10.01 "Sign Up" of the handyDART Collective Agreement stipulates that "the Union shall conduct and oversee the sign-up of all employees". This applies to all sign-ups for regular work shifts, stat holidays, and for annual vacation.

All sign-ups at handyDART are organized and conducted by the 'Sign-Up Coordinator', who is also the Sheet Committee Chair or another member of the Sheet Committee who performs sign-ups as may be required in the Chair's absence.

- a) The Sign-up Coordinator must be present at all times while a sign-up is in progress, and shall provide any and every assistance to the member signing.
- b) Members will sign-up in order of their classification seniority, according to the seniority lists described in Clause 7.03 of the Collective Agreement.
- c) A list with each operator's signing time will be posted prior to sign-up day. It is each member's personal responsibility to be present at their signing time, or to have provided the Sign-Up Coordinator with an approved proxy, or to have made whatever other arrangements are required by the Sign-Up Coordinator before sign-up day. Due to the lack of evidence that exists with any verbal instructions that may be given to the Sign-Up Coordinator, only those instructions or choices that have been stated in writing can be protested after the Sign-Up is completed; this will include any instructions given either in person, by telephone, or by radio.
- d) Members may sign-up by telephone, if they have arranged ahead of time with the Sign-Up Coordinator to do so. Members may also arrange to have another member select and sign-up for them, provided that the member signing for an absent member presents a letter or acceptable proxy signed by the absent member.
- e) Any member who fails to sign by the end of their designated time slot will be assigned their present index, or whatever other index is most closely similar to their present index.
- f) All members will conduct themselves in a responsible and courteous manner at all times whenever a Sign-Up is in progress.
- g) Any member who signs up out of seniority shall be subject to disciplinary action by the Executive Board. There is however, no penalty for any member who wishes to defer their choice to later point in the Sign-Up.

- h) Any disputes of complaints arising during a sign-up will be directed to the Local 333BC Executive Board for immediate resolution.
- i) These Rules and Procedures shall be posted in a prominent position in the sign-up area before and during sign-up.

### **SHIFT EXCHANGES:**

- a) Members may do shift exchanges only with other employees who are trained and qualified to perform all work required.
- b) Three (3) Shift Exchange forms must be properly completed and signed by both members prior to the exchange. Incomplete forms will not be accepted by the company.
- c) Exchanging members must submit the exchange forms not later than the day before the day on which the exchange is to take place. The three copies will be given respectively to the scheduled employee, the exchanged employee, and Dispatch.
- d) Members working the exchange will assume all duties and responsibilities, including discipline incurred. Members may not accrue overtime while on exchanges.
- e) Members are not permitted to work any exchanges while on Annual Vacation, sick days, Banked Time, W.C.B., or LOAs
- f) Failure to comply with these Policies and Procedure may result in a member's exchange privilege being suspended.

### **STATUTORY HOLIDAYS:**

- a) Members will normally sign-up for work on a Statutory Holiday (as defined in clause 16.01 of the Collective Agreement) at the same time as the Sign-Up for their regular work/indexes (normally four (4) times a year).
- b) Each and every employee shall indicate to the Sign-up Coordinator a simple "yes" or "no" choice for each and every stat which will fall during the scheduled duration of the next Signup.
- c) A member who wishes to change their choice regarding any particular stat may do so by directly informing the Sign-up Coordinator of their desire to make a change no later than four days before the Stat Holiday occurs.
- d) Once the Sign-Up Coordinator has turned the "Stat Holiday Order of Eligibility Sheet" in to Dispatch there will be no further changes allowed, and the assignment of work will be governed by the Spareboard Rules.
- e) Eligibility for work on a Stat Holiday will be in the following order (seniority within each classification applying for each separate step as follows :
  - Employees who indicate "yes" and the stat falls on their scheduled day of work.
  - Employees who indicate "yes" and the stat falls on their schedule day of rest.
  - If any shifts are left to be filled, then they will be assigned in order of reverse seniority from those employees for whom the Stat falls on their scheduled day of work; Employees who indicate "no" as their choice cannot be forced to work on a Stat Holiday which falls on their scheduled day of rest.
- f) Members are not permitted to work on a Stat Holiday if the Stat falls while the employee is on Vacation, sick days, Banked Time, WCB, or on an LOA.
- g) Any complaints or disputes arising from the afore-described procedure must be submitted in writing to the Executive Board for resolution.

### **ANNUAL VACATION SIGN-UPS:**

A description of "Annual Vacation" can be found in Section 17.00 of the Collective Agreement. The following is a description of procedures not covered by clauses 17.02 ("Entitlement") and 16.08 ("Vacation Scheduling").

- a) Annual Vacation Sign-Up commences on or about November 1st. The Sign-Up Coordinator will post a list with all members' signing days prior to the commencement of the Sign-Up. A separate 'Work Sheet' will also be posted and updated as the sign-up proceeds so that all members can see what has been signed for and what still remains open and available.
- b) Members will sign for their Annual Vacation entitlement only within the Section (Operators, Office, or Maintenance) where they currently work. However; "Company Seniority" (i.e.; all service from date of hire), rather than Section or Classification seniority, will be used to determine the order of signing.
- c) Any member who signs ahead of their seniority shall be subject to disciplinary action by the Executive Board. However, there is no penalty for choosing to defer your choice to a later point in the Sign-Up.
- d) There are two rounds of signing up for Annual Vacation. On the FIRST ROUND, all members may place their full number of weeks of entitlement – including any weeks carried over from the previous year (clause 16.07) - and the following restrictions apply:
  - e) No member may place more than FIVE (5) weeks onto the A/V calendar during the period of time defined by the Collective Agreement as "Prime Time";
  - f) No Member may place more the THREE (3) weeks onto the A/V calendar during the period of time known as 'Summer Time'; that time being all weeks inclusive from the week in which Canada Day falls up to the week in which Labour Day falls.
- g) On the SECOND ROUND of A/V Sign-Up, any members who wish to place any weeks of Banked Time, or who may have deferred any of the entitlement weeks on the first found, may now place those additional weeks at this time. There are no restrictions on the placement of weeks during the second round. The same seniority as described in (2) above will apply during this round as well.
- h) Any complaints or disputes arising from these procedures shall be directed to the Executive Board for resolution.

### **MOVING of ANNUAL VACATION WEEKS:**

Members may occasionally wish to move a vacation block (week) from where it was originally scheduled at sign-up to another open space after the year has commenced, as described in clause 17.07 (vacation carry-over) or 17.09 (illness prior to vacation) or for any other reason. The following is the procedure for doing so:

- a) A member who wishes to move a vacation block should check to see if the week that they wish to move to an open space available (as described in clause 17.08 of the collective agreement).
- b) A three part memo or an e-mail must be completed and addressed to the Sign-up Coordinator. The memo or e-mail must contain the following information:
  - The member's name and employee number;
  - The member's job, section or classification;
  - The date and time of day (all requests for changes are handled on a first-come-first-served basis);
  - The specific week(s) you wish to move from;
  - The specific week(s) you wish to move to;
  - The member's signature.
  - All three pages of the completed memo are then directed to the Sign-up Coordinator.
- c) After verifying that the week is open and that no one else has made a prior request to move into that week, the Sign-up Coordinator will approve the request and forward it to the manager. If for any reason the request cannot be approved, a written explanation of the reason(s) for this will be provided on the memo or e-mail before it is returned to the member.
- d) The availability of any given week on the Annual Vacation calendar depends on whether the week was not entirely filled up during the Sign-Up the previous fall, or whether the week has been full up and now has a vacant space due to member moving a block out of the week, as follows. If the week was not previously full, then requests are on a first-come-first-served basis regardless of seniority (part of the reason for putting the date AND TIME OF DAY on your 3-part memo).

- e) If a week which had been filled up has a space come open, then a mini-sign-up is required. Here is what happens when that takes place:-
- f) When a member moves a week out of a week that was filled to capacity, a mini sign-up will be commenced (by a Sheet Committee member), starting from the employee who is immediately below the employee who signed the last available space on the Sign-Up the previous fall. If that member does not wish to move into the now-available week, then the mini-sign-up will continue down the seniority list until a member does put in a request (in writing or via e-mail) to move into the open week. (If that move then opens up a space in another week that had been full up, then a mini-sign-up will commence in that week.)
- g) If the mini-sign-up for any week that is being 'signed down' reaches the very bottom of the employee list and no one wishes to sign anything into the available space, then the mini-sign-up is completed and the week will then be declared "open" and thereafter will be available to any member, regardless of seniority, on a first-come-first-served basis for the balance of that calendar year.

### **ADDING AN ADDITIONAL WEEK OF BANKED TIME AFTER THE YEAR HAS COMMENCED:**

A member may wish to take a week of Banked Time (formerly referred to as 'Banked Stats' or 'Banked Overtime') after a year has commenced, under Clause 9.03 of the Collective Agreement.

This is not normally considered Annual Vacation time, because the time and pay will be coming from the member's personal banks rather than their annual vacation entitlement. Nevertheless, the week must normally be placed into a week of the Annual Vacation Schedule which still has an open space, as described in Clause 17.08. Simply follow the procedure outlined in "Moving of Annual Vacation Blocks" (above), except indicate that it is placing a week of 'Banked Time' that you wish to do, rather than moving an already-scheduled week.

### **TRADING ANNUAL VACATION BLOCKS BETWEEN TWO MEMBERS:**

Any two members within the same section may agree to a straight exchanging of their scheduled annual vacation weeks. Except that both members must complete separate three-part memos, or send separate e-mails, which describe their agreement to trade, the procedure is otherwise identical to that for changing vacation blocks as per procedure in #2 and #3 above (moving annual vacation blocks)

## **Unifor – Local 333BC**

2<sup>nd</sup> Fl 4248 Glanford Avenue, Victoria, BC V8Z 4B8

**Phone:** 250-384-4423 or 1-800-665-1950

**Fax:** 250-381-3521

**E-Mail:** [uniforfrontdesk@shaw.ca](mailto:uniforfrontdesk@shaw.ca)

**Web Site:** <http://www.unifor333bc.ca/>

## **Unifor – National Office (New Westminster)**

326-12<sup>th</sup> Street, New Westminster, BC V3M 4H6

**Phone:** (604) 522-7911 or 1-800-665-3553

**Fax:** (604) 522-8975

**E-Mail:** [newwestminster@unifor.org](mailto:newwestminster@unifor.org)

## **Unifor – National Head Office (Ontario)**

205 Placer Court, Toronto, ON M2H 3H9

**Phone:** (416) 497-4110 or 1-800-268-5763

**Fax:** (416) 495-6552

**E-Mail:** [communications@unifor.org](mailto:communications@unifor.org)