

**Airline Division  
By-Laws**

**(As Amended by the Airline  
Division Conference of October  
2<sup>nd</sup>, 2005)**

## **Airline Division - By-Laws**

**As amended by the Airline Division Conference of October 2<sup>nd</sup>, 2005**

### **ARTICLE 1 - NAME**

- 1.1 The Organization shall be known in English as the Airline Division, Canadian Union of Public Employees (CUPE) ("Division") and in French as Division du Transport Aérien, Syndicat Canadien de la Fonction Publique (SCFP).
- 1.2 The assets of the Division are governed by the laws of Ontario.
- 1.3 The Division is a National Service Division of CUPE composed of Components and Locals as set out in Article 4.1 of these By-Laws. This Division is established and chartered under Article 4.3 of the Constitution of the Canadian Union of Public Employees, under the authority of the National Executive Board.

### **ARTICLE 2 - OBJECTIVES**

- 2.1 The principal objectives of the Division, Components and Locals shall be to:
- a) advance the social, economic and working conditions of its members through greater membership unity and strength with particular regard to the welfare of women;
  - b) ensure members' rights to full participation in the Union without regard to race, language, creed, colour, age, sex, transsexual, sexual orientation, marital status, same-sex family unit, nationality, ancestry, place of origin, place of residence, political affiliations or activities;
  - c) assist Components and Locals to establish at all times the highest possible wage standards, job security, and conditions of employment for its members either through collective bargaining or through the medium of legislation or regulations affecting its members, which will improve, protect and increase the safety of their employment conditions;
  - d) support the objectives and programs of CUPE as laid down in Article II of the CUPE Constitution;
  - e) work to ensure the preservation of free democratic trade unionism; and
  - f) cooperate and work with other organizations in the advancement of these objectives.
- 2.2 In order to fulfill the principal objectives specified in Article 2.1 above, the respective duties and responsibilities for the Division are specified in Article 7.1; for Components in Article 9.1; and for Locals in Article 10.1.

### **ARTICLE 3 - DEFINITIONS AND ABBREVIATIONS**

- 3.1 The English and French texts of these By-Laws have equal force.
- 3.2 National Union shall mean CUPE with its Headquarters in Ottawa, Ontario.

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- 3.3 Bargaining Unit as defined by the CIRB.
- 3.4 | The terms Division and Airline Division in these By-Laws will be considered synonymous.

### **ARTICLE 4 - JURISDICTION, MEMBERSHIP AND DUES**

- 4.1 | The Airline Division of CUPE shall be composed of the following Components and Locals:

Components:

Air Canada  
Air Transat  
Calm Air  
Cathay Pacific  
First Air

Locals:

4029	Calm Air	Winnipeg/Thompson
4021	First Air	Edmonton/Yellowknife
4040	First Air	Ottawa
4041	Air Transat	Montreal
4047	Air Transat	Toronto
4078	Air Transat	Vancouver
4088	Cathay Pacific	Vancouver
4090	Air Canada	Halifax
4091	Air Canada	Montreal
4092	Air Canada	Toronto
4093	Air Canada	Winnipeg
4094	Air Canada	Vancouver
4095	Air Canada	Calgary

and such other Components and Locals which may be designated by CUPE to be part of the Division.

- 4.2 It is understood that this Division cannot direct Components and Locals in carrying out the business of the union.
- 4.3 Each Component shall make recommendations to CUPE regarding the establishment of new Locals in their component having regard to the geographical extent and composition of the component and the numerical quantity of the membership.
- 4.4 Membership in the Union shall be acquired in accordance with Appendix "B" of the CUPE Constitution.
- 4.5 A member on laid-off status and still eligible for recall as per the pertinent Collective Agreement shall maintain his/her status as an active member of the union within his/her component without obligation to pay Union dues unless employed with another component.

#### **4.6 Dues**

Each Component shall have the authority to establish, in accordance with its By-Laws, the regular monthly dues of its members, provided that the dues shall be no less than 1.5% of gross income. Each Component shall receive and collect all such monthly dues and remit the specified remittances for CUPE National, and its Locals (in accordance with Article 4.8) within fifteen (15) working days of receipt of the employer's remittance. Per capita shall be forwarded by the Components to CUPE as required by the CUPE Constitution.

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### **4.7 Supplemental Component Funding**

Components that are not self-sufficient based on their dues income shall receive supplemental funding to ensure a minimum annual funding level pursuant to the following arrangements.

#### **a. Air Transat Component**

The Air Transat Component will receive supplemental funding from the Air Canada Component to ensure a minimum annual funding of \$565,000 is achieved when combined with the total Air Transat Component union dues. The Air Transat Component will provide a copy of the justification of the number of its dues paying members and the amount of union dues remitted by its employer to the Air Canada Component on a monthly basis in order for the Air Canada Component to determine if the supplemental funding is required. This supplemental funding will be provided on a monthly basis.

#### **b. Calm Air, Cathay Pacific and First Air Components**

These three Components will receive supplemental funding from the Airline Division Defence Fund as stipulated in Appendix "A" to these By-Laws.

### **4.8 Monthly Local Budgets**

The monthly budget of each Local will be calculated as follows: \$600 base amount plus \$6.00 per dues-paying member, unless otherwise provided for in the Component's By-Laws. These monthly budgets will be remitted to Locals by their Component in accordance with the procedures contained in Article 4.6 ("Dues").

### **4.9 Division Defence Fund**

The Division Defence Fund shall provide funding for activities in accordance with the Division's Defence Fund Regulations attached as Appendix "A" and forming part of these By-Laws.

### **4.10 Request to Leave the Division**

Any Component may apply to CUPE's National Executive Board for permission to leave the jurisdiction of the Airline Division, provided that the request has been approved by a majority vote of its members in a referendum ballot.

The National Executive Board may approve such requests, subject to terms and conditions consistent with the duties and responsibilities contained in these By-Laws and with the CUPE Constitution.

## **ARTICLE 5 - AIRLINE DIVISION OF CUPE CONFERENCE**

**5.1** A Division Conference shall be held every two (2) years immediately preceding the CUPE National Convention.

**5.2** The purpose of the Conference will be to:

- a. provide Components and their Locals with an opportunity to discuss airline industry issues
- b. to consider amendments to the By-Laws of the Division
- c. provide a forum for review and debate on resolutions and policies being brought to National Convention

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### 5.3 Local delegate entitlement to Division Conferences and Special Conferences shall be:

Up to 100 members	1 delegate
101 to 200 members	2 delegates
201 to 500 members	3 delegates
501 to 1,000 members	4 delegates
1,001 to 1,500 members	5 delegates
1,502 to 2,000 members	6 delegates
2,001 to 2,500 members	7 delegates
2,501 to 3,000 members	8 delegates

for each additional 500 members or portion thereof, 1 additional delegate.

Representation at Conferences shall be based on the paid-up membership, include Rand Formula payees, on the average number of members of the last twelve (12) months before the Conference Call is sent out.

### 5.4 CUPE National staff attendance at the Conference shall be in accordance with Article 16.7 of the CUPE Constitution.

### 5.5 When deemed necessary the Council of Component Presidents (the "Council") may call a Special Conference notice of which shall be sent to each Local not less than thirty (30) days prior to the date of the Special Conference. At any Special Conference only such business will be conducted as was specified in the notice of the meeting.

### 5.6 The Council shall appoint such committees as are necessary to conduct the affairs of the Conference. The Council may request any such committee to meet prior to the Conference for the purpose of considering matters placed before it.

### 5.7 a) The Council will work with CUPE National to provide a cost effective Conference. Costs will be shared amongst the Components on a pro-rated basis, according to the members in each Component as set out in 5.3. All such costs must include a maximum limit allowable and must be unanimously pre-authorized by Council.

b) The Division will not be responsible for the costs of attendance of delegates to the Conference.

### 5.8 Not less than ninety (90) days prior to the opening of a regular Airline Division Conference, the Division Chairperson shall ensure that each Component and Local is advised in writing, of the time and place of the Conference.

### 5.9 By-Law Amendments

a) By-Law amendments must be submitted, in writing, by a Local, a Component Executive, or by the Council and be in the hands of the Council at least forty-five (45) days prior to the date of the Conference.

Each amendment submitted by a Local must have been approved at a regular Local meeting and bear the signature of the Local President.

b) At least thirty (30) calendar days prior to the Conference, a copy of all By-Law amendment proposals submitted shall be forwarded to all Components and Locals.

c) These By-Laws may only be amended by the following process:

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1. receiving a two thirds majority vote of delegates present and voting at the Conference, and
2. agreement by all members of the Council at the next Council meeting or within thirty (30) days whichever is sooner.

If unanimous agreement by Council is not reached, the By-Law amendment will be submitted to a vote of all Division members and must be passed by a simple majority of the members voting of each and every Component. This vote will be completed within sixty (60) days of receiving notice of the Council's decision.

- d) No change in these By-Laws shall be valid and take effect until the changes have been approved by the National Executive Board of CUPE.

**5.10** Fifty per cent (50 %) plus one of the delegates at the Conference shall constitute a quorum for the conduct of business.

### **ARTICLE 6 - CUPE NATIONAL CONVENTION**

**6.1** The Chairperson of the Division in office at the time of the CUPE Convention call shall be the delegate to the CUPE Convention if he/she so desires. If he/she chooses not to exercise this right, an alternate shall be chosen by the Council of Component Presidents.

**6.2** Any cost sharing of the Airline Division delegate's attendance at Convention will be decided by the Council of Component Presidents.

### **ARTICLE 7 - COUNCIL OF COMPONENT PRESIDENTS**

**7.1** The principal responsibilities of the Council of Component Presidents (the "Council") shall be to:

- a) work with Components and Locals to achieve the union's objectives contained in Article 2.1 ("Objectives");
- b) provide a forum for the Components and Locals to formulate common approaches with CUPE National on :
  - legislative and regulatory issues affecting the union;
  - work with other unions and bodies, domestically and internationally, to promote the membership's common objectives;
  - promotion of a safe and healthy work environment for all members;
  - compilation and analysis of trends in the air transportation industry and government
- c) provide a forum for sharing information between Components and Locals on bargaining issues.
- d) administer the Division Defence Fund on behalf of Components and Locals in accordance with the Defence Fund Regulations as stipulated in Appendix "A" to the By-Laws.
- e) organize and hold the Airline Division Conference in accordance with Article 5.

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### **7.2 Council of Component Presidents**

- a) The Council shall consist of the Presidents of each Component or their designates. The Council will elect a Chairperson from amongst themselves. The term of office will be one year, beginning in January 2005. In the event the Chairperson is no longer a member of Council, the Council will select someone from amongst themselves to complete that term.
- b) The Council will work on a consensus model of decision-making. It is understood that the Council cannot make decisions that will bind a Component to action if that Component is not in agreement with the decision.
- c) The costs of attendance at Council will be borne by the respective Components.

**7.3** It shall be the duty of Council to carry out the instructions of the Conference, and the responsibilities contained in these By-Laws.

**7.4** The Council Chairperson shall convene the Council whenever necessary or when required to do so by a majority of the Council, but not less than four times per year.

The schedule of the Council's regular meetings is established by the Council at the first meeting of the year.

**7.5** CUPE National staff will be invited to report on their activities to Council and to participate in Council discussions on issues affecting the membership.

### **ARTICLE 8 - DUTIES OF COUNCIL CHAIRPERSON**

**8.1** The Council Chairperson shall:

- a) be responsible for supervision of the financial affairs of the Division;
- b) be responsible for establishing and supervising proper accounting procedures in the receipt and disbursements of funds in accordance with these By-Laws;
- c) ensure a quarterly financial statement be prepared and submitted to the Component Presidents and the Local Presidents;
- d) be in charge of books, documents, files and effects of the Division which shall at all times be subject to inspection by the Council and CUPE;
- e) supervise the affairs of the Division and promote its welfare and objectives, and be responsible for his/her activities in this regard to the Council;
- f) preside at Division Conference and meetings of the Council, and be responsible for carrying out their directives;
- g) have sole authority to interpret these By-Laws, subject to appeal, first to the Council and then the National President of CUPE;
- h) sign all official documents;
- i) ensure that appropriate arrangements for meetings of the Division are made;

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- j) receive all monies payable to the Division and deposit said monies to such accounts as may be designated by the Council;
- k) keep a correct, full and impartial record of the proceedings of each meeting of the Council, Airline Division Conference and any other such meetings as may be deemed necessary and forward such record to each Component and Local, within 21 days after any meeting;
- l) the Chairperson may delegate duties to other members of the Council.

### **ARTICLE 9 - COMPONENTS**

**9.1** The principal duties and responsibilities of the Component shall be to:

- a) work with its Local(s) and the Division to achieve the union's objectives contained in Article 2.1 ("Objectives");
- b) negotiate the collective agreement covering its members;
- c) settle promptly disputes and grievances which may arise between its members and their employer in accordance with procedures established with its Local(s);
- d) proceed to arbitration, where necessary, to settle disputes and grievances between its members and their employer;
- e) administer and enforce the collective agreement, in conjunction with its Local(s), in all other respects;
- f) inform regularly all Component members on the matters affecting the union, including Component activities to fulfill union objectives;
- g) establish and maintain Component Committees in accordance with its By-Laws
- h) receive and administer the union dues received from its employer in accordance with Article 4.6 and levy special assessments in accordance with Article B.4.2 of the National Constitution;
- i) remit the specified budget shares for Locals in accordance with Article 4.8;
- j) pay, or cause to be paid, all properly substantiated expenses associated with the Component's activities.

**9.2** The Component Executive shall be composed of the Component President, Component Vice-President, Component Secretary-Treasurer, Local President(s), and such other officers as the Component's By-Laws may provide. Unless otherwise provided for in the Component's By-Laws, the Component Executive shall serve as the Grievance Committee for the Component.

### **9.3 By-Laws**

Components will enact By-Laws as they deem necessary provided that such By-Laws are not inconsistent with the By-Laws of the Airline Division or the CUPE Constitution. Component By-Laws shall be subject to the approval of the National President before being applied.

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### **ARTICLE 10 - LOCALS**

- 10.1** The principal duties and responsibilities of the Local shall be to:
- a) work with the Component, other Locals within the Component if applicable, and the Division to achieve the union's objectives contained in Article 2.1 ("Objectives");
  - b) settle promptly disputes and grievances which may arise between its members and their employer in accordance with procedures established with its Component;
  - c) administer and enforce the collective agreement, in conjunction with its Component, in all other respects;
  - d) inform regularly all Local members on the matters affecting the union, including Local activities to fulfill union objectives;
  - e) receive and administer the union dues received from the Component in accordance with Article 4.8;
  - f) establish and approve a Local budget;
  - g) pay, or cause to be paid, all properly substantiated expenses associated with the Local's activities;
  - h) affiliate, on a voluntary basis and finances permitting, to labour councils, provincial federations of labour, CUPE district councils, CUPE provincial divisions and other labour bodies.
- 10.2** Each Local shall have a President, Vice-President, Secretary-Treasurer, three Trustees and such other officers as the Local By-Laws may provide.
- 10.3** Locals may enact By-Laws as they deem necessary provided that such By-Laws are not inconsistent with the By-Laws of the Division, their Component or the CUPE Constitution. Local By-Laws shall not become effective until approved by the National President.

### **ARTICLE 11 - RULES OF ORDER AND QUORUM**

- 11.1** The Rules of Order at all meetings of the Division including the Conference shall be laid down at Appendix "A" of the CUPE Constitution except as provided in these By-Laws. In all other matters of Rules of Order, Bourinot's Rules of Order shall govern.
- 11.2** The Chairperson of a meeting shall vote only in order to break a tie and in elections.
- 11.3** No member may speak more than once on a question until all others have had the opportunity of doing so. Speeches shall be limited to five (5) minutes. No member may speak more than twice on any issue.
- 11.4** In order to ensure a balance in the debate, the chairperson shall recognize alternately a speaker for and a speaker against the question where possible.

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### **11.5 Quorum**

- a) Conference - fifty per cent (50%) plus one of the delegates
- b) Division Council - fifty percent (50%) plus one of the members

### **11.6 Minutes**

At all meetings of the Division the presiding officer shall ensure that minutes are kept and copies filed at the Head Office.

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### APPENDIX "A"

#### DIVISION DEFENCE FUND REGULATIONS

The Division Defence Fund continues the Division's Supplementary Strike Fund, referenced in Articles 4.7 and 4.9 of the Airline Division By-Laws.

#### ARTICLE A.1 - DIVISION DEFENCE FUND FINANCING PROCEDURES

**A.1.1** Division Defence Fund monies may be invested in any or all of the following asset categories and sub-categories of investments. These investments may be obligations or securities of Canadian entities.

- (a) bonds, debentures, mortgages, notes or other debt instruments of governments, government agencies, or corporations;
- (b) guaranteed investment contracts or equivalent of insurance companies, trust companies, banks, credit union or caisses populaires, or other eligible issuers, or funds which invest primarily in such instruments;
- (c) annuities, deposit administration contracts or other similar instruments regulated by the Canadian and British Insurance Companies Act (Canada) or comparable provincial law, as amended from time to time;
- (d) term deposits or similar instruments issued or unconditionally guaranteed by trust companies, banks, credit unions or caisses populaires;
- (e) cash, or money market securities issued by governments, government agencies or corporations;
- (f) mutual, pooled or segregated funds which may invest in any or all of the above instruments or assets.

**A.1.2** All earnings from these investments shall accrue to the Defence Fund.

**A.1.3** (a) Defence Fund monies are discreet fund monies to be kept in a separate account. Cheques on this account are to be signed by two members of the Council of Component Presidents.

(b) Statements of the Defence Fund shall be prepared every three(3) months for submission to the Council of Component Presidents.

This report shall be separate from the regular financial report of the Division General Funds.

(c) The annual financial statement of the Defence Fund, duly audited, shall be submitted to the Council of Component Presidents and sent to each local of the Division.

#### ARTICLE A.2 - ELIGIBILITY FOR FUNDING

**A.2.1** (a) The Division Defence Fund may be accessed, upon application to the Council of Component Presidents by any Component that is not in arrears to CUPE National.

(b) Any such application for funding from a Component must meet one of the purposes of Articles 3 or 4 of these Regulations.

**A.2.2** The Defence Fund will pay strike/lockout benefits, in accordance with Article 3 of these Regulations, to all Airline Division members who meet the entitlement requirements of the CUPE National Strike Fund Regulations.

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### **ARTICLE A.3 - STRIKE/LOCKOUT BENEFITS**

- A.3.1** Benefits will be paid in the case of a strike or lockout recognized by the CUPE National Strike Fund Regulations for the duration of the work stoppage.
- A.3.2** The use of the Division Defence Fund for the payment of strike or lockout benefits shall be in accordance with Article 2 (Definition of Strike), Article 3 (Entitlement to Strike Fund Benefits), Article 4 (Application for Strike Fund Benefits), and Article 6 (Eligibility for Strike Benefits) of the CUPE National Strike Fund Regulations.
- A.3.3** The Division Defence Fund shall pay benefits of \$30.00 per day, up to a maximum of \$150.00 per week, in addition to the CUPE Strike Fund entitlement, as amended from time to time, for the first six months of a work stoppage. In the event of a work stoppage progressing beyond six months, Council of Component President has the discretion to increase its contributions to striking or locked out members by up to \$50.00 per week.

### **ARTICLE A.4 - EXPENSES ASSOCIATED WITH STRIKE/LOCKOUTS**

- A.4.1** The Division Defence Fund may also be used for expenses directly related to the conduct of the strike or lockout (and that are excluded by Article 9 (Strike Expenses Not Covered) of the CUPE National Strike Fund Regulations) as discussed and authorized in advance by Division Council up to a maximum of 5% of the funds in the Defence Fund at the commencement of the strike or lockout.

### **ARTICLE A.5 - SUPPLEMENTAL COMPONENT/DIVISION FUNDING**

- A.5.1** The Division Defence Fund shall provide supplemental funding for Calm Air, Cathay Pacific and First Air Components in accordance with Article 4.7 of the Airline Division By-Laws as follows:
- Calm Air Component - \$25,000
  - Cathay Pacific Component - \$146,000
  - First Air Component - \$102,000
- Each Component will provide a copy of the justification of the number of its dues paying members and the amount of union dues by its employer to the Airline Division Defence Fund on a monthly basis in order for the Component Presidents to determine if the supplemental funding is required. This supplemental funding will be provided on a monthly basis.
- In the event a Component does not expend all of its minimum annual funding, any unexpended amount remains in the Defence Fund to the Component's credit and may accumulate to twice the Component's minimum annual funding.
- A.5.2** These monies will be administered by the Division Accountant on behalf of these Components.
- A.5.3** The Division Defence Fund will assist in the payment of the Division's rent and lease close out costs, if applicable, at 180 Attwell Drive until April 30, 2006.

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### Appendix "B" - Anu Lawson

While Anu Lawson remains as the Accountant of record, her total compensation, salary and benefits shall be paid for in the following manner:

1. 62% by the Air Canada Component in exchange for 62% of her work being assigned directly to the Air Canada Component.
2. 12% by the Cathay Pacific Component in exchange for 12% of her work being assigned directly to the Cathay Pacific Component.
3. 6 % by the First Air Component in exchange for 6% of her work being assigned directly to the First Air Component.

20% by the AD Defence Fund in exchange for 20% of her work being assigned directly to the AD Defence Fund.