

**APPENDIX “E”**  
**TO THE BYLAWS of the AIR CANADA COMPONENT of CUPE**

**Local Bylaws**  
**Preamble - Equality Statement**

Union solidarity is based on the principle that union members are equal and deserve mutual respect at all levels. Any behaviour that creates conflict prevents us from working together to strengthen our union.

As unionists, mutual respect, cooperation and understanding are our goals. We should neither condone nor tolerate behaviour that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile or offensive environment.

Discriminatory speech or conduct which is racist, sexist, transphobic or homophobic hurts and thereby divides us. So too, does discrimination on the basis of ability, age, class, religion, language and ethnic origin.

Sometimes discrimination takes the form of harassment. Harassment means using real or perceived power to abuse, devalue or humiliate. Harassment should not be treated as a joke. The uneasiness and resentment that it creates are not feelings that help us grow as a union.

Discrimination and harassment focus on characteristics that make us different; and they reduce our capacity to work together on shared concerns such as decent wages, safe working conditions, and justice in the workplace, society and in our union.

CUPE’s policies and practices must reflect our commitment to equality. Members, staff and elected officers must be mindful that all persons deserve dignity, equality and respect.

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## **SECTION E.1 – NAME**

The name of this Local shall be: Local No. 4092 of the Air Canada Component of CUPE for all cabin personnel based in Toronto, ON Canada.

## **SECTION E.2 – DUTIES and OBJECTIVES**

**E.2.1** The principal duties and objectives of the Local shall be to:

- (a) Work with the Component and other Locals within the Component to achieve the union's objectives contained in Section 2 ("Duties and Objectives") of the Component Bylaws;
- (b) Settle promptly disputes and Level I grievances which may arise between its members and the employer in accordance with procedures established within the Component;
- (c) Administer and enforce the collective agreement, in conjunction with the 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) Establish and maintain Local Committees in accordance with these Bylaws;
- (f) Receive and administer the union dues received from the Component in accordance with Section 9 of the Component Bylaws;
- (g) Establish and approve a Local budget;
- (h) Pay, or cause to be paid, all properly substantiated expenses associated with the Local's activities;
- (i) Train and educate its union officers and members; and
- (j) 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.

**E.2.2** Locals may enact Local Bylaws as they deem necessary provided that such Bylaws are consistent with this Appendix "E", the Component Bylaws and the CUPE Constitution. Local Bylaws shall be subject to the approval of the National President of CUPE before being applied.

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### **SECTION E.3 - INTERPRETATION and DEFINITIONS**

- E.3.1** Masculine pronouns shall be understood to include the feminine gender.
- E.3.2** The English and the French texts of these Bylaws shall have equal force.
- E.3.3** The Canadian Union of Public Employees shall be referred to as “CUPE”.
- E.3.4** The Air Canada Component of CUPE shall be referred to as the “Component” and/or the “ACC”.

### **SECTION E.4 - MEMBERSHIP MEETINGS - Regular and Special**

- E.4.1** Regular meetings of the Local may be called monthly, but in any event not less than quarterly. A minimum notice of seven (7) days shall be given for all regular membership meetings.
- E.4.2** Special membership meetings may be ordered by the Local Executive or requested in writing by no fewer than 20% of the Local members. The President shall immediately call a special meeting when so ordered or requested and shall see that all members receive at least forty-eight (48) hours' notice of the special meeting and the subject(s) to be discussed. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.
- E.4.3** A quorum for the transaction of business at any regular meeting or at any special membership meeting shall be 5 members of the Local in addition to the Chair.
- E.4.4** The order of business at a regular membership meeting is as follows:
- (i) Reading of Equality Statement
  - (ii) Roll call of Officers
  - (iii) Reading of Minutes
  - (iv) President's report
  - (v) Treasurer's report
  - (vi) Communications and bills
  - (vii) Local Executive report
  - (viii) Reports from committees and delegates
  - (ix) Nominations
  - (x) Unfinished business
  - (xi) New business
  - (xii) Good of the Union
  - (xiii) Adjournment
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## **SECTION E.5 - VOTING OF FUNDS**

- E.5.1** Except for ordinary expenses and bills as approved at membership meetings, no sum over one hundred (\$100) dollars shall be spent for the purpose of a grant or contribution to a member or any cause outside CUPE, except by a notice of motion given in writing and dealt with at the following membership meeting.
- E.5.2** In unforeseen situations, irregular office expenses may be incurred without membership approval up to a maximum of one thousand (\$1000) dollars for the purpose of repairing or replacing office equipment. This must then be reported at the next regular membership meeting.

## **SECTION E.6 – LOCAL OFFICERS**

- E.6.1** The officers of the Local shall be the Local President, eight (8) Local Vice-Presidents, the Local Secretary-Treasurer, and three (3) Local Trustees.
- E.6.2** All Local Officers shall be elected by the Local Membership under the direction of the Component Tabulating Committee in accordance with Appendix “C” of the Component Bylaws.

## **SECTION E.7 – LOCAL EXECUTIVE**

- E.7.1** The Local Executive shall be comprised of all Local officers, except the Trustees.
- E.7.2** The Local Executive shall meet at least once monthly which may be by conference call.
- E.7.3** A majority of all the members of the Local Executive constitutes a quorum.
- E.7.4** Local Executive officers shall hold title to any real estate of the Local as trustees for the Local. They shall have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposition to a membership meeting and having it approved.
- E.7.5** Should any Local Executive member fail to answer the roll call for three consecutive regular Local membership meetings or four regular Local Executive meetings without having submitted good reasons for those absences, his office shall be declared vacant and shall be filled by an election.
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## **SECTION E.8 - DUTIES OF OFFICERS**

### **E.8.1** General:

- (a) All Officers must give all properties, assets, funds and all records of the Local Union to their successors at the end of their term of office.
- (b) All signing Officers of Local 4092 shall be bonded through the master bond held by CUPE National. Any Officer who cannot qualify for the bond shall be disqualified from having signing authority.

### **E.8.2** The Local President shall:

- (a) Be responsible for the conduct of the affairs and business of the Local;
  - (b) Call and preside over all Local meetings, preserve order, enforce the CUPE Constitution and the Local Bylaws, and generally exercise supervision over all Local activities;
  - (c) Report on the administration of her/his office to membership meetings and Local Executive meetings;
  - (d) Be responsible for the appointment and functioning of all Local Committees, ensuring their duties are performed and shall appoint the Chairpersons of those Local committees;
  - (e) Be a member of all Local Committees ex-officio;
  - (f) Be responsible for enforcing the provisions of the Collective Agreement and any rules or Letters of Understanding arising out of negotiations, including the filing of all necessary grievances at Level I;
  - (g) Ensure that all members of the Local Executive perform their assigned duties;
  - (h) Introduce new members and welcome them to the Local;
  - (i) Sign all cheques and ensure that the Local's funds are used only as authorized or directed by the Constitution, Bylaws, or vote of the Local membership;
  - (j) Be responsible for the proper distribution of Union bulletins, publications, and notices to the membership;
  - (k) Represent the Local as an automatic delegate to the CUPE National Convention and the ASD Conference; and
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- (l) Represent the Local at all Air Canada Component Executive Committee (hereinafter referred to as the "ACCEX") meetings or designate a Local Vice-President to attend;
- (m) The Local President shall designate an Acting President from among the Local Vice-Presidents to perform all duties of the President if the President is absent or incapacitated.

**E.8.3** The Local Vice-President(s) shall:

- (a) If the President is absent or incapacitated, perform all duties of the President, according to established Local procedures; and
- (b) Perform such duties as may from time to time be assigned by the Local President and/or the Local Executive.

**E.8.4** The Local Secretary-Treasurer shall:

- (a) Keep full, accurate and impartial account of the proceedings of all regular or special membership and Local Executive meetings, ensuring that these records include a copy of the full financial report. The record will also include Trustees' reports;
  - (b) Record all alterations in the Local Bylaws;
  - (c) Have all records ready on reasonable notice for auditors and Trustees;
  - (d) Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees.
  - (e) Preside over membership and Local Executive meetings in the absence of both the President and the Vice-President(s);
  - (f) Be responsible for supervision of the financial affairs of the Local;
  - (g) Be responsible for establishing and supervising proper accounting procedures in the receipt and disbursement of funds in accordance with the Local Bylaws;
  - (h) Prepare and submit to the Local Executive for discussion a budget of the anticipated revenue and expenses for the Local for the fiscal year. The Local Secretary-Treasurer shall submit this budget to the Local membership at a local membership meeting for approval no later than ninety (90) days after the start of the same fiscal year.
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- (i) Ensure quarterly financial statements are prepared and submitted to the Local Executive;
- (j) Make a full financial report to meetings of the Local's Executive, as well as a written financial report to each regular membership meeting, detailing all income and expenditures for the period;
- (k) Throughout his/her term, and on behalf of the Local Union membership, be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or vouchers for every disbursement made, as well as records and supporting documents for all income received by the Local;
- (l) Have the books audited by the Local Trustees annually and forward such audit to the officers of the Local, the Component Secretary-Treasurer and CUPE;
- (m) Be bonded through the master bond held by the National Office, and any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office; and
- (n) On termination of office, surrender all books, seals and other properties of the Local to his successor.

**E.8.5** The Local Trustees shall:

- (a) Act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, and the Local Committees, at least once every calendar year;
  - (b) Make a written report of their findings to the first membership meeting following the completion of each audit;
  - (c) Submit in writing to the Local President and Local Secretary-Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Union's funds, records, and accounts are being maintained by the Local Secretary-Treasurer in an organized, correct and proper manner;
  - (d) Be responsible to ensure that monies are not paid out without proper constitutional or membership authorization;
  - (e) Ensure that proper financial reports are made to the membership;
  - (f) Inspect at least once a year any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local, and report their findings to the Local Executive;
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- (g) Send a copy of the completed audit report (on the prescribed form provided by the CUPE National Secretary-Treasurer), as well as a copy of their report to the Local Union membership, a copy of their recommendations and/or concerns sent to the Local President and Local Secretary-Treasurer and the Local Secretary-Treasurer's response, to the CUPE National Secretary-Treasurer, with a copy to the assigned CUPE National Representative; and
- (h) No trustee shall be permitted to audit the books for any fiscal year in which they held signing authority for the local. If such a conflict occurs the trustee must recuse themselves from that year's audit and shall be replaced by the alternate trustee.

### **SECTION E.9 – EXPENSES**

**E.9.1** All Local paid flight releases and expenses must be authorized in advance by the Local President. The Local President can authorize expenditures in accordance with the Local budget as approved by the Local membership. Any expenses not included in the Local budget must be authorized by the Local membership before being incurred.

**E.9.2** Pre-authorized expenses shall be paid as follows:

- (a) Meal allowance amounts shall be in accordance with the Collective Agreement, and shall only be claimed when 3+ hours of continuous union work is performed;
- (b) Car allowance shall be in accordance with the Canadian Revenue Agency (CRA) guide to a maximum daily cap of fifty (50) KM, or public transportation shall be reimbursed up to a maximum daily cap equal to the maximum daily cap of the car allowance. For public transportation reimbursement only, a copy of the standard fee schedule(s) may be accepted as substantiation;
- (c) Reasonable hotel, meeting and other expenses once properly substantiated.
- (d) "Dependent care Expenses, incurred by Local 4092 members performing approved Local 4092 business, will be covered up to daily maximum of \$35.00 per day to a monthly maximum of \$400.00 per month per dependant. Receipts must be submitted.

**E.9.3** The Local shall only pay for flight release charges when the flight release has been requested by the Local President.

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- E.9.4** Any expenses submitted more than 180 days after being incurred will no longer be considered for payment by the local.
- E.9.5** Receipts submitted to the local for reimbursement shall include:
- a) The name of the company or service provider
  - b) The date(s) that the service or goods were provided
  - c) The nature of the goods or services provided
  - d) Amount paid
- E.9.6** Alcohol is not an eligible union-paid expense.

### **SECTION E.10 – LOCAL OFFICER ELECTIONS**

- E.10.1** The Local Elections shall be held under the direction of the Component Tabulating Committee in accordance with the Component Bylaws, with the exception of the local trustees who shall be elected under the direction of the Component Tabulating Committee in accordance with the overriding CUPE constitution timelines (B.2.4).
- E.10.2** An alternate trustee position will be added to serve as one of the three active trustees should any of the duly elected trustees not be able to complete their duties as per E.8.5. The alternate trustee will be the candidate in the last election with the next highest vote count. If there is no candidate willing to perform the trustee duties, the vacancy for the alternate position shall be filled through the regular trustee election process.
- E.10.3** Candidates running for local election may send a one (1) page in Adobe PDF format of their resumes election material to the Local President a minimum of 10 days prior to the opening of the voting to be sent out as an email to all member's subscribed to the local's email list and to be posted on the local website. Changes to the material will not be permitted nor will material submitted later. The email will be sent once to the entire email list and the documents will remain on the local website until the closing of the voting

### **SECTION E.11 – DELEGATES**

Delegates to the ASD Conference and the CUPE Convention shall be elected in accordance with the Component Bylaws.

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## **SECTION E.12 – COMMITTEES**

- E.12.1** In accordance with Section E.8.1(d), the Local President shall make the following appointments (and fill vacancies as required) to the membership of the established Local Committees below:
- (a) Local Base Scheduling / Preferential Bidding System ( PBS )
    - Chairperson, and
    - Additional members as required.
  - (b) Local Health & Safety Committee:
    - Chairperson, and
    - Additional members as required.
  - (c) Women’s Committee:
    - Chairperson, and
    - Additional members as required.
  - (d) Grievance Committee:
    - Chairperson, and
    - Additional members as required.
  - (e) Hotel Committee:
    - Chairperson, and
    - Additional members as required.
- E.12.2** Special ad hoc Local Committees may be established for a specified purpose and period by the Local President. The Local President shall appoint the Chairperson of any such Special ad hoc Local Committee and any additional members as required.
- E.12.3** Any Local member at any Local meeting may make a motion to establish a new Local Committee or a Special ad hoc Local Committee.
- E.12.4** The Local President shall appoint and remove Local Committee Chairpersons in accordance with the Local Bylaws. Local Committee Chairpersons and members shall be appointed for an initial term of no more than two (2) years commencing thirty (30) days following Local Elections. Local Committee Chairpersons and members may be reappointed to subsequent two (2) year terms.
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- E.12.5** For each Local Committee, the Local President shall provide:
- (a) A specific mandate;
  - (b) A budget for the fiscal year for the Local Committee`s activities;
  - (c) A method of regular reporting to the Local President; and
  - (d) A method of selection of additional committee members (if required).
- E.12.6** All Local paid flight releases and expenses for Local Committees must be authorized in advance by the Local President. The Local President can authorize expenditures in accordance with the Local budget as approved by the Local membership. Any expenses not included in the Local budget must be authorized by the Local membership before being incurred. Each Local Committee member shall be reimbursed for her/his expenses in accordance with Section E.9 of these Bylaws from the respective Local Committee budget.
- E.12.7** Local Committee Chairpersons and members shall report to their Local President when carrying out assigned Local Committee responsibilities.

### **SECTION E.13 - RULES OF ORDER**

All meetings of the Local shall be conducted in accordance with the basic principles of Canadian parliamentary procedure. Some of the more important rules to ensure free and fair debate are appended to the Component Bylaws as Appendix "A". These rules shall be considered as an integral part of the bylaws and may be amended only by the same procedure used to amend the bylaws. In situations not covered by Appendix "A" of the Component Bylaws, the CUPE Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.

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## **SECTION E.14 – AMENDMENT TO THE LOCAL BYLAWS**

- E.14.1** These Bylaws are always subordinate to the CUPE Constitution as it now exists or may be amended from time to time, and in the event of any conflict between these Bylaws and the CUPE Constitution the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President of CUPE.
- E.14.2** These Local Bylaws shall only be amended, added to, or suspended upon a majority vote of the Local membership at a duly called Local membership meeting. Any proposed change to the Local Bylaws shall be contained in the notice for the membership meeting.
- E.14.3** In accordance with the CUPE constitution, bylaw amendments shall be considered at a special or general membership meeting following 7 days' notice at a previous meeting or at least 60 days' written notice.
- E.14.4** No change in these Local Bylaws shall be valid and take effect until approved by the National President of CUPE. The validity shall date from the letter of approval of the National President of CUPE.

## **SECTION E.15 – TRIALS**

All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution.

## **SECTION E.16 – Awards**

### **E.16.1 Dea Pasini Award**

In honour of our late president Dea Pasini, the Local 4092 executive shall award this recognition on an annual basis.

The award shall be given to a Local member in good standing who has demonstrated outstanding efforts to inform, engage and mobilize their colleagues for the betterment of all. The award shall consist of having the members name added to the award plaque in the union office and a \$150 disbursement to a registered charity of their choice.

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