

**Airline Division By-Laws**  
**As amended by the Airline Division Convention of October 22, 2023**

# **Airline Division By-Laws**

**(As Amended by the Airline Division Convention of  
October 22, 2023)**

# Table of Contents

ARTICLE 1 – INTRODUCTION .....	4
ARTICLE 2 – NAME.....	4
ARTICLE 3 – OBJECTIVES.....	5
ARTICLE 4 – DEFINITIONS AND ABBREVIATIONS.....	5
ARTICLE 5 – STRUCTURE .....	6
ARTICLE 6 – JURISDICTION, MEMBERSHIP .....	6
ARTICLE 7 – DUES AND FUNDS .....	8
ARTICLE 8 - AIRLINE DIVISION OF CUPE CONVENTION.....	9
ARTICLE 9 - CUPE NATIONAL CONVENTION .....	11
ARTICLE 10 - AIRLINE DIVISION COUNCIL OF PRESIDENTS (ADCP).....	11
ARTICLE 11- DUTIES of ELECTED OFFICERS.....	14
ARTICLE 12 – COMMITTEES.....	16
ARTICLE 13 - RULES OF ORDER AND QUORUM .....	17
APPENDIX “A” .....	18
DIVISION DEFENCE FUND REGULATIONS .....	19
APPENDIX B.....	22
CUPE NATIONAL EQUALITY STATEMENT.....	22
APPENDIX C.....	23
CODE OF CONDUCT.....	23
APPENDIX D.....	25
RULES OF ORDER.....	25

## **ARTICLE 1 – INTRODUCTION**

Airline Division of the Canadian Union of Public Employees has been formed to:

- Improve the social and economic well-being of all of its members.
- Promote equality for all members and to oppose all grounds of harassment and discrimination.
- Promote the efficiency of public services; and
- Express its belief in the unity of organized labour.

## **ARTICLE 2 – NAME**

- 2.1** 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).
- 2.2** The Council of Presidents (ADCP) is the steering committee of the Airline Division.
- 2.3** The assets of the Division are governed by the laws of Ontario.
- 2.4** The Division is a National Service Division of CUPE composed of Components and Locals as set out in Article 6.1 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 3 – OBJECTIVES**

- 3.1** The principal objectives of the Division, Components and Locals shall be to:
- (a) Support Components and Locals to establish and secure the best possible pay, benefits, working conditions, job security, pensions and retiree benefits for its members.
  - (b) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism.
  - (c) Support Components and Locals to encourage the settlement by negotiation and mediation of all the disputes between the members and their employers.
  - (d) Eliminate harassment and discrimination of any sort or on any basis; for the equality of treatment regardless of class, race, colour, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, religious beliefs, mental and physical disability, or political affiliation; and the active opposition of discrimination of same wherever it occurs or appears.
  - (e) Establish strong working relationships with the public we serve and the communities in which we work and live; and
  - (f) Support CUPE in reaching all of the objectives set out in Article II of the CUPE National Constitution.
- 3.2** In order to fulfill the principal objectives specified in Article 3.1 above, the respective duties and responsibilities for the Division are specified in Article 10.1.-

## **ARTICLE 4 – DEFINITIONS AND ABBREVIATIONS**

- 4.1** The English and French texts of these By-Laws have equal force.
- 4.2** National Union shall mean CUPE with its Headquarters in Ottawa, Ontario.
- 4.3** Bargaining Unit as defined by the Canadian Industrial Relations Board (CIRB).
- 4.4** The terms Division and Airline Division in these By-Laws will be considered synonymous.
- 4.5** The terms “Component” in these By-Laws include locals who do not have a Component structure model and only have one chartered local, and Components who have more than one chartered local within the same Airline.

- 4.6 The Term “Locals” also include the locals who are part of a Component structure model who have more than one chartered local.

## ARTICLE 5 – STRUCTURE

The structure of the Airline Division shall be as follows:

1. Airline Division Convention
2. Airline Division Council of Presidents (ADCP)
3. Components and Locals

## ARTICLE 6 – JURISDICTION, MEMBERSHIP

- 6.1 The Airline Division of CUPE shall be composed of the following Airlines and their Locals:

Airlines: Air Canada  
Air Transat  
Calm Air  
Canadian North  
Flair Airlines  
PAL Airlines  
Pascan Aviation  
Pivot Airlines  
Sunwing  
Westjet

Locals:

4029 Calm Air	Winnipeg/Rankin Inlet
4041 Air Transat	Montreal
4047 Air Transat	Toronto
4091 Air Canada	Montreal
4092 Air Canada	Toronto
4094 Air Canada	Vancouver
4095 Air Canada	Calgary
4098 Air Canada – Rouge	Toronto/Montreal

4055 Sunwing	Toronto/ /Montreal/Calgary/Vancouver Winnipeg/Halifax/Ottawa/Québec City
4070 WestJet	Calgary/Toronto/ Vancouver/Edmonton/Winnipeg
Encore	Calgary/Toronto
4060 Flair Airlines	Edmonton/Toronto/Kitchener- Waterloo/Calgary/Vancouver
5451 PAL Airlines	St. John's NFLD
5490 Pascan Aviation	Saint-Hubert, Quebec
8111 Canadian North	Yellowknife/Ottawa/Iqaluit/Edmonton/Calgary

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

- 6.2** It is understood that this Division cannot direct Components and Locals in carrying out the business of the union.
- 6.3** 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.
- 6.4** Membership in the Union shall be acquired in accordance with Appendix "B" of the CUPE Constitution.

Delegates of the Airline Division in good standing shall:

- (a) be eligible to hold an Executive position within the Airline Division.
- (b) be eligible to vote on any of the Airline Division's business.

To be in good standing shall mean any Chartered Locals and or Components of CUPE that are not more than three (3) months in arrears of monthly per capita and/or fees.

Any Locals and or Components under administration with no active members will be deemed to be in good standing providing they were in good standing prior to lay-off or base closure.

- 6.5** 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 Component or Local without obligation to pay Union dues unless employed with another Component or Local.
- 6.6 Request to Leave the Division**  
Any Component or Local 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 7 – DUES AND FUNDS**

### **7.1 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 7.3) 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.

### **7.2 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. Calm Air, Canjet, Canadian North, Cathay Pacific, First Air, Sunwing and Air Transat Components.

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

- b. And locals and/or Components under administration with no active members will be ineligible for supplemental Component funding.
- c. Any request made by a Local for supplemental funding between convention years will be considered on an interim basis until such time as a formal resolution can be presented at the next Convention.

### **7.3 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.

The one time transfer of \$500,000 to the Special Initiatives Fund, administered by the Airline Division Council of Presidents in accordance with Appendix "A" attached in forming part of these By-Laws, shall be continued.

Based on the yearly approved budget, funds will be transferred to the Airline Division General Fund to cover the cost of the following:

- \* Administrative services

- \* Bookkeeping services and external Auditing
- \* Office expenses
- \* Expenses of officers and trustees
- \* Airline Convention & quarterly ADCP Meetings

**ARTICLE 8 - AIRLINE DIVISION OF CUPE CONVENTION**

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

**8.2** The purpose of the Convention will be to:

- a. provide Components and 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
- d. Receive the Trustee Reports

**8.3** Local delegate entitlement to Division Conventions and Special - Conventions 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
1,501 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.

As per the CUPE constitution Article 6.4 (a), and in addition to the above.

Service Division	one (1) delegate
Airline Division Component	one (1) delegate per airline

Representation at Conventions 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 Convention Call is sent out.

**8.4** CUPE National staff attendance at the Convention shall be in accordance with Article 16.7 of the CUPE Constitution.

**8.5** More than fifty percent (50%) of the delegates at the Convention shall



Constitute quorum for the purposes of conducting regular business.

- 8.6** When deemed necessary the Council of Presidents (the “Council”) may call a Special Convention notice of which shall be sent to each Local not less than thirty (30) days prior to the date of the Special Convention. At any Special Convention only such business will be conducted as was specified in the notice of the meeting.
- 8.7** The Council shall appoint such committees as are necessary to conduct the affairs of the Convention. The Council may request any such committee to meet prior to the Convention for the purpose of considering matters placed before it.
- 8.8**
- a) The Council will work with CUPE National to provide a cost effective Convention. Costs will be shared amongst the Components on a pro-rated basis, according to the members in each Component as set out in Article 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 Convention.
- 8.9** Not less than ninety (90) days prior to the opening of a regular Airline Division Convention, the Division President shall ensure that each Component and Local is advised in writing, of the time and place of the Convention.
- 8.10 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 Convention. Each amendment submitted by a Local must have been approved at a regular or a special membership meeting and bear the signature of the Local President.
  - b) At least thirty (30) calendar days prior to the Convention, 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 receiving a two thirds majority vote of delegates present and voting at the Convention.

The amended or additional bylaws do not come into effect until they have been approved in writing by the National Executive Board. The National Executive Board will decide whether to approve the amended or additional By-Laws within ninety (90) days of receiving them and will withhold approval only where they conflict with the CUPE Constitution.

(Articles 13.3 and B.5.1)

## **ARTICLE 9 - CUPE NATIONAL CONVENTION**

- 9.1** The President of the Airline 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 Presidents.
- 9.2** Any cost sharing of the Airline Division delegate's attendance at Convention will be decided by the Council of Presidents.
- 9.3** One (1) delegate per airline from the Airline Division Components as per Article 6.4 (a) of the CUPE Constitution. This article will only apply to Components of the Airline Division.

## **ARTICLE 10 - AIRLINE DIVISION COUNCIL OF PRESIDENTS (ADCP)**

It is understood that the Airline Division Council of Presidents (ADCP) is the steering Committee of the Airline Division.

- 10.1** The principal responsibilities of the Airline Division Council of 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 Convention in accordance with Article 8.

## **10.2 Airline Division Council of Presidents**

- a) The decisions will be made with quorum and simple majority, unless there is a monetary involvement, which will require a unanimous decision at a meeting and/or via email poll of all the members of ADCP, who choose to vote, provided quorum is reached.
- b) The costs of attendance at Council will be borne by the respective Components and Locals.

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

## **10.4**

### **A) Meetings**

- i. Any ADCP meeting may occur in person, virtually or a combination of both in order to accommodate schedules
- ii. The Airline Division Council of Presidents (ADCP) shall meet at least quarterly per calendar year and more often as required by a majority of the ADCP.
- iii. When deemed necessary the ADCP may call a Special ADCP meeting with a ten (10) day notice. Such meeting dates should be by consensus in order to facilitate maximum participation.
- iv. This must be requested by more than fifty (50%) percent of the ADCP members.
- v. No business shall be transacted at the special meeting other than that for which the meeting is called, and notice given.
- vi. The schedule of the Council's regular meetings is established by the Council at the first meeting of the year in March.
- vii. A Component officer who cannot attend an ADCP meeting shall elect to send an alternate designate in order to represent their Airline. Notice should be given to the ADCP.
- viii. Fifty percent (50%) of the Components will constitute quorum.

### **B) Minutes**

- (i) At all meetings of the ADCP, the President shall ensure that original minutes are kept, and a copy is filed at the head office and with the CUPE Representative assigned to the Airline Division.
- (ii) The Minutes of the last meeting will be available for distribution to each Component and Local at each meeting for review and adoption.
- (iii) The minutes will be sent out prior to next scheduled ADCP meeting. The

minutes will be amended, discussed, and approved at the next ADCP meeting.

### **C) Officers**

The Council of Presidents shall include all Component Presidents of the Airline Division, the Airline Division Officers except Trustees

All Officers must give all properties, assets, funds and all records of the Airline Division to their successors at the end of their term of Office.

(Article B.3.9)

All signing Officers of the Council of Presidents 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.

### **D) Elections**

- i. The ADCP will elect a President, and Treasurer amongst themselves.
- ii.
  - a) Each component will nominate a trustee from their elected pool.
  - b) Trustees will be selected by lottery at the ADCP level.
- iii. The term of office will be two (2) years commencing in March, except for the Trustees, The President in odd years and the Treasurer in even years.
- iv. The terms of office for Trustees shall be so that one serves for a period of three years, one for two years, and one for one year, as laid down in Article B.2.4 of the CUPE National Constitution. Each year thereafter, the Airline Division Council of Presidents (ADCP) shall elect one Trustee for a three year period as per ii. No member who has been a signing Officer for the Airline Division is eligible to run for Trustee, until at least one full term of office has elapsed.
- v. In the event that the President, or the Treasurer is no longer a member of the Airline Division, the ADCP will elect someone from amongst themselves to complete that term.
- vi. In the event that a Trustee is no longer a member of the Airline Division the ADCP will elect another as per election policy.

The Oath of Office to be read by the newly-elected Officers is:

“I, \_\_\_\_\_, promise to perform the duties of my office, as set out in the Constitution and laws of the Canadian Union of Public Employees, faithfully and to the best of my ability for my term of office. As an Officer of the Union, I will always promote the harmony and dignity of its sessions by counsel and example. I also promise to turn over all property of the Union to my successor at the end of my term.”

- 10.5** 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 11- DUTIES OF ELECTED OFFICERS**

- 11.1** The ADCP President shall:

Enforce the CUPE National Constitution, these Local Union bylaws and the Equality Statement.

Supervise the affairs of the Airline Division and (ADCP) and promote its welfare and objectives and be responsible for his/her activities in this regard to the Components.

Arrange for and preside at the Airline Division Convention and meetings of ADCP and be responsible for carrying out their directives.

Have sole authority to interpret these By-Laws, subject to appeal, first to the ADCP and then the National President of CUPE.

Have the same right to vote as other members. In the case of a tie vote, the President may cast another vote, or the President may refrain from casting an additional vote, in which case the motion is defeated.

Sign all official documents.

Be a signing authority on all cheques.

Ensure that appropriate arrangements for meetings of the ADCP are made.

Ensure a correct, full and impartial record of the proceedings of each meeting of the ADCP, Airline Division Convention and any other such meetings as may be deemed necessary are kept and sent, once adopted, to each Component for distribution to their respective locals.

May delegate duties to other members of the Airline Division (ADCP).

- 11.2** The ADCP Treasurer shall:

Be responsible for supervision of the financial affairs of the Division.

Be signing authority on all cheques.

Sign all cheques and ensure that Airline Division funds are used only as

authorized or directed by the CUPE Constitution, Airline Division By-Laws, or a vote of the membership. In the event of a prolonged absence the council will assign a temporary signing officer.

Be responsible for ensuring the establishment and supervision of proper accounting procedures in the receipt and disbursements of funds in accordance with these By-Laws.

Ensure a quarterly financial statement be prepared and submitted to the ADCP).

Oversee the keeping of books, documents, files and effects of the Division which shall at all times be subject to inspection by the Airline Division and CUPE.

Supervise the receipt of all monies payable to the Airline Division and depositing said monies to such accounts as may be designated by the Council.

Be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Airline Division.

Record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices.

Make a written financial report to each Airline Division Convention, detailing all income and expenditures for the period.

Be bonded through the master bond held by CUPE National. Any Treasurer who cannot qualify for the bond shall be disqualified from office.

Pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the President and the Treasurer as determined by the Airline Division.

Make all books available for inspection by the Trustees and/or auditors on reasonable notice. 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.

Provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National.

Notify all Components and or Locals who are one month in arrears and report to the Airline Division (ADCP) all members two or more months in arrears in the payment of affiliation fees.

Chair over the Airline Division (ADCP) meetings in the absence of the President,

### **11.3 Duties of Trustees**

Three (3) Trustees examine the financial practices and audit of the Airline Division. They exercise general supervision over the property and finances of the Airline Division to ensure:

- a) financial accountability of the Airline Division's policies and practices and financial control; and
- b) protection of the Airline Division property.
- c) Send to the National Secretary-Treasurer, with a copy to the National Staff Representative assigned to the Airline Division, the following documents:
  - i. Completed Trustees' Report.
  - ii. Treasurer Report to the Trustees.
  - iii. Recommendations made to the President and Treasurer of the Airline Division.
  - iv. Treasurer's response to recommendations.
  - v. Concerns that have not been addressed by the ADCP.
  - vi. A copy of their written report shall be presented at the biennial Airline Division Convention by the Trustees.

## **ARTICLE 12 – COMMITTEES**

All committee members will have a two (2) year mandate, commencing in March in even years.

### **A) HEALTH AND SAFETY COMMITTEE**

Each Component will have a single seat on the Airline Division Health and Safety committee. The committee will appoint a chairperson and secretary amongst themselves.

#### **Duties**

The duties of the chairperson will include:

- Planning meetings and develop the agenda in conjunction with the secretary with input from the other committee members.
- Ensure effective committee function during the meeting.
- Prepare a report to the ADCP after each meeting, in consultation with the secretary, to submit within two (2) weeks of each meeting

**The duties of the secretary will include:**

- Polling the members for agenda items at least 3 weeks prior to each meeting
- Work with the chairperson to develop the agenda to be distributed to the committee at least one week before the meeting
- Take minutes during the meeting
- Assist the Chairperson in preparing the report to the ADCP

**This committee will:**

- Provide input to submissions prepared by CUPE National
- Develop a work plan for the committees and/or Airline division project(s)
- Prepare a written report to submit to the committee meeting
- Work towards improving the H S standard amongst all the Airlines in the Airline Division.
- Work to educate members on the importance of workplace health and safety.
- Prepare and present reports to the ADCP meetings and convention.
- Follow and append the Terms of Reference
- Follow the consensus model adopted by the Airline Division
- Will meet as least once a year, but may convene more meetings as necessary with the approval of the ADCP
- Will submit a budget proposal to the ADCP at the first meeting of the year.
- The costs of attendance at the Health and Safety will be borne by the respective Components.

**ARTICLE 13 RULES OF ORDER AND QUORUM**

- 13.1** All meetings of the Airline Division (ADCP) will 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 these bylaws as Appendix D. 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.
- 13.2** In situations not covered by Appendix D to these bylaws, the CUPE National Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.
- 13.3** 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.
- 13.4 Quorum**
- a) Convention -- More than fifty per cent (50%) of the delegates
  - b) Council of Presidents – more than fifty percent (50%) of the members



## **APPENDIX “A”**

### **DIVISION DEFENCE FUND REGULATIONS**

The Division Defence Fund continues the Division’s Supplementary Strike Fund, referenced in Article 7.2 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 the President and Treasurer of the Airline Division Council of Presidents.
  - (b) Statements of the Defence Fund shall be prepared every three (3) months for submission to the Airline Division Council of 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 Airline Division Council of Presidents and to the Locals upon request.
- (d) Based on a yearly approved budget funds will be transferred from the Defence Fund to the Airline Division General Fund to cover the cost of the following:
  - \* Administrative services
  - \* Bookkeeping services and external Auditing
  - \* Office expenses
  - \* Expenses of officers and trustee
  - \* Airline Convention & ADCP quarterly meetings

## **ARTICLE A.2 – DIVISION DEFENCE FUND REPLENISHMENT**

The revenue of the Airline Division Defence Fund Replenishment shall be derived from an affiliation fee from each Component and Local on the basis of \$0.10 per active member per month, paid no later than the beginning of each quarter of a calendar year.

## **ARTICLE A.3 – ELIGIBILITY FOR FUNDING**

- A.3.1**
  - (a) The Division Defence Fund may be accessed, upon application to the Council of Presidents by any Component that is not in arrears to CUPE National.
  - (b) Any such application for funding from a Component or Local must meet one of the purposes of Articles 3 or 4 of these Regulations.
- A.3.2** The Defence Fund will pay strike/lockout benefits, in accordance with Article of these Regulations, to all Airline Division members who meet the entitlement requirements of the CUPE National Strike Fund Regulations.

## **ARTICLE A.4 – STRIKE/LOCKOUT BENEFITS**

- A.4.1** 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.4.2** 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.4.3** 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, the Council of Presidents has the discretion to increase its contributions to striking or locked out members by up to \$50.00 per week.

**A.4.4** If for any reason the Defence Fund is depleted all payments referenced in this article will cease.

#### **ARTICLE A.5 – EXPENSES ASSOCIATED WITH STRIKE/LOCKOUTS**

**A.5.1** 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 the Council of Presidents up to a maximum of 5% of the funds in the Defence Fund at the commencement of the strike or lockout.

#### **ARTICLE A.6 – SUPPLEMENTAL COMPONENT/LOCALS DIVISION FUNDING**

**A.6.1** The Division Defence Fund Shall provide supplemental funding for Calm Air, Canjet, Canadian North, Cathy Pacific, First Air, Sunwing, and Air Transat Component.

Calm Air Component - \$25,000  
Canjet Component - \$215,000  
Canadian North - \$100,000  
Cathay Pacific Component - \$240,000  
First Air Component - \$150,000  
Air Transat - \$565,000  
Sunwing - \$300,000

Each Component or Local will provide a copy of the justification of the number of its dues paying members and the amount of union dues collected by its employer to the Airline Division Defence Fund on a monthly basis, and a copy of the budget for the fiscal year for which the supplemental funding is requested, 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.6.2** These monies will be administered by the Secretary- Treasurer on behalf of these Components and Locals.

## **ARTICLE A.7 – SPECIAL INITIATIVES FUND REGULATIONS**

- A.7.1** Funding of a one time transfer of \$500,000 from the Division Defence Fund to the designated Special Initiatives Fund.
- A.7.2** The Special Initiatives Fund will be administered by the Council of Presidents following its established procedures for application and disbursement and decisions will be made when consensus is reached with quorum, unless there is monetary involvement, which will require a unanimous decision.
- A.7.3** The Council of Presidents may authorize funding from the Special Initiatives Fund for activities affecting the welfare and future of all Airline Division members in accordance with the Union's principal objectives as contained in Article 2 of the By-Laws, including:
- Promoting Safety and Professionalism
  - Any other Campaign or funding authorized by the Council of Presidents
- A.7.5** A quarterly budget report of the funds and activities of the Special Initiatives Fund shall be submitted to the Council of Presidents.

## **APPENDIX B**

### **CUPE NATIONAL 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 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.

## **APPENDIX C**

### **CODE OF CONDUCT**

The ADCP recommends that all components and locals adopt the Code of Conduct in their respective By-Laws

Airline Division is committed to ensuring that all of its meetings and activities are safe environments where members are encouraged to speak. Existing members are encouraged to welcome, mentor and support new members and equity-seeking members.

Airline Division strives to promote core values which include the principles of solidarity, equality, democracy, integrity, and respect. We are committed to mobilizing our energy and skills to work together to promote these values and to attain these goals in our union, our communities, and globally.

Airline Division is committed to creating a union which is inclusive, welcoming, and free from harassment, discrimination and all types of bullying and intimidation. Airline Division needs to ensure that it provides a safe environment for members, staff and elected officers to carry out our work. Airline Division expects that mutual respect, understanding and co-operation will be the basis of all our interaction.

This Code of Conduct for Airline Division sets out standards of behavior for members at meetings, and all other events organized by the Airline Division. It is consistent with the expectations outlined in the Equality Statement, CUPE National Constitution and these bylaws. It does not apply to complaints arising in the workplace, as those are dealt with through the grievance procedure and/or the applicable workplace harassment policy.

As members of Airline Division, we commit to one another and to the union to be governed by the principles of the Code of Conduct and agree to:

- Abide by the provisions of the Equality Statement.
- Respect the views of others, even when we disagree.
- Recognize and value individual differences.
- Communicate openly.
- Support and encourage each other.
- Make sure that we do not harass or discriminate against each other.
- Commit to not engaging in offensive comment or conduct.
- Make sure that we do not act in ways that are aggressive, bullying, or intimidating; and
- Take responsibility for not engaging in inappropriate behavior due to abuse of alcohol or other drugs while participating in union activities, including social events.

Harassment is objectionable behaviour which may include actions, language, gestures, and/or written material, and which the harasser knows or ought reasonably to know is abusive and unwelcome. Bullying is a form of harassment which is serious ongoing behaviour which targets an individual or group and which threatens that person or persons' mental and/or physical well-being.

A complaint regarding this Code of Conduct will be handled as follows:

1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code, by asking the person to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.
2. Once a complaint is received, a designated Officer of the Local Union will work to seek a resolution.
3. If this fails to resolve the matter, the designated Officer of the Local Union shall report the matter to the person in charge, who shall determine whether there is need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses.

This Code of Conduct is designed to create a safe, respectful and supportive environment within CUPE. It is meant to enhance the rights and obligations outlined in the Bylaws of Airline Division, the CUPE National Constitution, the Equality Statement, and applicable human rights legislation, not replace them.

This Code of Conduct does not replace a member's right to access the trial provisions of the CUPE National Constitution.

## APPENDIX D

### RULES OF ORDER

1. The President will be the Chairperson at all Airline Division meetings and Airline Division Conventions. In the absence of the President the Treasurer will be the Chairperson at the at all Airline Division meetings and Airline Division-Conventions. In the absence of the President and the Treasurer, members of the Airline Division Council of Presidents (ADCP) will select a Chairperson by majority vote. Quorum rules must be met.
2. Members are not allowed to speak about an issue for more than five (5) minutes. Members can only speak to an issue once unless there is agreement by the members at a meeting, or where all those wishing to speak have had the opportunity to speak.
3. The Chairperson of a committee who is making a report or the mover of a motion may speak for up to fifteen minutes. With the agreement of the members present, the fifteen minutes may be expanded.
4. The Chairperson will state every motion presented at a Airline Division meetings and Airline Division Conventions before allowing debate on the motion. Before putting a motion to a vote, the Chairperson will ask: "Is the membership ready for the motion?" If no member rises to speak, the motion will be voted upon.
5. A motion must be moved and seconded. The mover and seconder must rise and be recognized by the Chairperson.
6. A motion to amend a motion, or a motion to amend an amendment are allowed, however a motion to amend an amendment to an amendment is not allowed.
7. An amendment to a motion or an amendment to an amendment to a motion that is a direct negative to the main motion is never permitted.
8. On motion, the regular order of business at a membership meeting may be suspended where two-thirds (2/3) of those present vote to do so. The regular order of business should only be suspended to deal with urgent business.
9. Motions other than those named in Rule 19, or motions to accept or adopt the report of a committee, will, if requested by the Chairperson, be put in writing prior to beginning debate and vote.
10. At the request of a member, and upon a majority vote, a motion which contains more than one action or issue can be divided.



11. The mover of a motion can withdraw the motion upon the consent of the seconder prior to the end of debate. Once debate has ended on a motion, the motion can only be withdrawn upon unanimous vote of the members present.
12. A member who wishes to speak on a motion, or a member who wishes to move a motion, shall rise and respectfully address the Chairperson. The member shall not proceed until the member is recognized by the Chairperson except where the member rises to a point of order or on a question of privilege.
13. The Chairperson will keep a speakers list and in all cases will determine the order of speakers including those circumstances where two or more members rise to speak at the same time.
14. A member, while speaking, will speak only to the issue under debate. Members shall not personally attack other members. Members will refrain from using language that is offensive or in poor taste. Members will generally not speak in a manner that reflects poorly on the Airline Division or other members.
15. A member that is called to order will stop speaking until the point of order is determined. If it is decided that the member is in order, then the member may continue speaking.
16. Religious discussion of any kind is not permitted.
17. The Chairperson will not take part in any debate. Where the Chairperson wishes to speak on a resolution or motion, or where the Chairperson wishes to move a motion, the Chairperson must rise from the chair and hand the chair over as outlined in Rule 1.
18. The Chairperson will have the same right to vote as other members. In the case of a tie vote, the Chairperson may cast another vote, or the Chairperson may refrain from casting an additional vote, in which case the motion is defeated.
19. When a motion is before the members, no other motion is in order except a motion to 1) adjourn; 2) put the previous question; 3) lay on the table; 4) postpone for a definite time; 5) refer; or 6) divide or amend. These six motions shall have precedence in the order indicated. Motions 1 through 3 shall be decided without debate.
20. The Chairperson will ask "Will the main question be now put?" where a motion for the previous question is moved and seconded. If approved, the Chairperson will then take votes on the motion and amendments to the motion (if any) in order of priority. If an amendment or an amendment to an amendment is approved, then members will be asked to vote on the motion as amended.

21. A motion to adjourn is in order except when a member is speaking or when members are voting.
22. A motion to adjourn, if lost, is not in order if there is further business before the membership, until fifteen minutes have elapsed.
23. After the Chairperson declares the vote results on a question, and before the membership proceeds to another order of business, any member can ask for a division. A standing vote on the division will be taken and the Recording Secretary will count the standing vote.
24. If a member wishes to appeal a decision of the Chairperson, the member must appeal at the time the decision is made. If the appeal is seconded, the member will be asked to state briefly the basis for the appeal. The Chairperson will then state briefly the reasons for the decision. Following immediately and without debate, the Chairperson will ask, "Will the decision of the chair be upheld?" A majority vote shall decide. In the event of a tie vote, the decision of the chair is upheld.
25. At a membership meeting where a question has been decided any two members who voted with the majority can give notice of a motion to reconsider a decision of the membership at the next membership meeting. The motion to reconsider requires the support of a two-thirds majority of members who vote. If two-thirds majority of members support reconsideration, the question will be placed in front of the membership for debate and a subsequent vote.
26. Members are allowed to leave a meeting with the permission of the Vice-President; however, in no case will a member leave during the reading of minutes, the initiation of new members, the installation of Officers, or the taking of a vote.
27. The Local Union's business and the proceedings of meetings are not to be divulged to any persons outside the Airline Division, or the Canadian Union of Public Employees.