



**AIR TRANSAT LOCAL 4078
BY-LAWS
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PREAMBLE

In order to improve the social and economic welfare of its members without regard to sex, colour, race or creed, to promote efficiency in public employment and to manifest its belief in the value of the unity of organized labour, this Local of the Canadian Union of Public Employees (hereinafer referred to as CUPE) has been informed.

The following By-lays are adopted by the local pursuant to, and to supplement, Appendix “B” of the CUPE Constitution, the Airline Service Division By-laws and the Air Transat Component By-laws, to safeguard the rights of all members, to provide for responsible administration of the Local, and to involve as many members as possible through the sharing of duties and responsibilities.

Section 1 Name

The name of this Local shall be: Canadian Union of Public Employees, Local No. 4078 and shall be comprised of members employed by Air Transat, who are based in Vancouver, temporarily or permanently.

Section 2 Objectives

The objectives of the Local are to:

- (a) 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;
- (b) Support CUPE in reaching the goals set out in Article II of the CUPE Constitution;
- (c) Work with the Component, others Locals and the Division to achieve the union's objectives;
- (d) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- (e) Establish strong working relationships with the public we serve and the communities in which we work and live;
- (f) Settle promptly disputes and grievances which may arise between its members and their employer in accordance with procedures established with its Component;
- (g) Administer and enforce the collective agreement, in conjunction with its Component, in all other respects;

- (h) Inform regularly all Local members on the matters affecting the union, including Local activities to fulfill union objectives;
- (i) Establish and maintain Local committees in accordance with these By-laws;
- (j) Receive and administer the union dues received from the Component;
- (k) Establish and approve a Local budget;
- (l) Pay, or cause to be paid, all expenses associated with the Local's activities;
- (m) Train and educate its union officers and members; and
- (n) 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.

Section 3 Interpretation and Definitions

- 3.01 The English and French texts of these By-Laws have equal force

3.02 The masculine as been used to ease the reading of this document and shall be understood to include the feminine gender.

Section 4 Members

4.01 All permanent or temporary Vancouver based Cabin Attendants shall become a member of Local 4078.

4.02 Any resigning member looses his right to advantages and privileges of the union starting when his resignation is transmitted to the Union and his resignation becomes effective starting at that date.

4.03 Any member temporarily promoted to a position not covered by the Union agreement may continue to pay dues and may not be eligible for nomination to any office in the union. However, by retaining his or her membership as applicable under Article B.X of the National Constitution, such member retains all rights and privileges and is entitled to attend all meetings of the Union with voice and vote.

4.04 A member on laid-off status and still eligible for recall as per the Collective Agreement shall maintain his status as an active member of the Union within his Local without obligation to pay Union dues unless employed with another component.

Section 5 Regular and Special Membership Meetings

5.01 Regular Meetings

Regular meetings of a Local may be called monthly but in any event, not less than quarterly. A minimum notice of 14 (14) days shall be given for all regular membership meetings. The meeting notice must include the agendas.

5.02 Special Meetings

Special membership meetings may be ordered by the Executive Board or requested in writing by no fewer than 20 members. The President shall immediately call a special meeting when so ordered or requested and shall see that all members receive at least 14 days 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.

5.03 **Quorum**

A quorum for the transaction of business at any regular or special meeting shall be 7 members, including at least (2) members of the Executive Board. But for special meetings called with less than 14 days, twenty percent (20%) of the membership of the Local is required. If there is no quorum the meeting is dissolved.

5.04 **Conferences**

The attendance of a delegate to the different conferences is adopted during a regular meeting and the President has first preference.

Section 6 Finances

6.01 **Deposits**

Monies of the Local must be deposited in the chartered bank or credit union as designated by the Local within 14 days.

6.02 **Withdrawals**

All withdrawals or payment made for the Local must be made by cheque or direct payment.

6.03 **Cheques**

The Secretary-Treasurer and the President must sign the cheques made for the Local.

6.04 **Expenses**

All expenses made for the Local will be reimbursed by cheque or direct withdrawals. The Local Executive may spend up to \$500 without prior approval on non-budgeted items. However, any excess of this amount must be approved in advance by the majority of the Local membership at a Local meeting. No cash advance and/or loan shall be given to a member.

6.05 **Union Releases**

Members released of their regular function for union duties will be released without any loss of pay or other advantages related to the collective agreement. The President gives the authorization.

6.06 **Allocations**

All expenses presented by a Local Executive or a Committee representative in the execution of their Union duties will be reimbursed as per the policy adopted by the Local membership at a regular

meeting; the President or the Secretary-Treasurer must approve these expenses.

Section 7 Officers

The officers of the Local shall be the President, (2) Vice-President, the Secretary-Treasurer and three(3) Trustees. All officers shall be elected by the membership.

Section 8 Executive Board

8.01 The Executive Board shall comprise all officers, except Trustees.

8.02 The Board shall meet face to face or by conference call as required but at least once a month. The Secretary-Treasurer on the President request shall call the meetings. Meetings shall also be called when three (3) members of the Executive Board so request it.

8.03 A majority of the Board constitutes a quorum. Decisions are taken by the majority.

- 8.04 The 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.
- 8.05 The Board shall do the work delegated to it by the Local and shall be held responsible for the proper and effective functioning of all committees.
- 8.06 All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution.
- 8.07 Should any Board member fail to answer the roll call for three consecutive regular membership meetings or four regular board meetings without having submitted good reasons for those failures, his office shall be declared vacant and shall be filled by an election at the following membership meeting.

Section 9 Duties of Officers

- 9.01 The President shall:
- Be responsible for the conduct of the affairs and business of the Union and the Local;

- Call and chair all Local meetings, preserve order, enforce the Constitution, and generally exercise supervision over all Local activities;
- Be responsible for the functioning of all Committees at the Local level, ensuring their duties are performed and shall appoint the Chairperson of those committees;
- Endeavour to correct or adjust any violations of the Collective Agreement;
- Be a member of all Committees at the Local level ex-officio;
- Have a vote on all matters (except appeals against his rulings) and in case of a tie vote in any matter, have the right to cast an additional vote to break the tie;
- Ensure that all officers perform their assigned duties;
- Fill committee vacancies where elections are not provided for;
- Sign all cheques and ensure that the Local's funds are used only as authorized or directed

by the Constitution, By-laws, or vote of the membership;

- Settle promptly disputes and grievances which may arise between its members and the employer in accordance with procedures established with the component;
- Be responsible for the proper distribution of Union bulletins, publication, and notices to the membership;
- Ensure that the minutes of all Local meetings and Local Executives meetings are properly recorded and preserve;
- Be responsible for maintaining up-to-date membership records for the Local;
- Record all alterations in the By-laws;
- Answer correspondence and file a copy of all letters sent out and keep communications.

9.02 The Vice-President(s) shall:

- Assume the responsibilities of the President in his absence at the Local, as designated by the President, and assist as the President requires;
- Report on his union activities to the President when he request it;
- Ensure the interests of the Local and inform the Local Executive of any occurring problem that may be of interest to the membership of the Local;
- Assume the functions givent to them by the Board;
- Be responsible for answering membership questions that may arise;

The Secretary-Treasurer shall:

- Be responsible for supervision of the financial affairs of the Local;
- Be responsible for establishing and supervising proper accounting procedures in the receipt and disbursement of funds in accordance with the Local By-laws;

- Prepare and submit to the Local Executive for approval a budget of the anticipated revenue and expenses of the Local for the upcoming fiscal year, prior to the beginning of the fiscal year;
- Ensure annual financial statements are prepared and submitted to the Local officers;
- Make a full annual financial report to a meeting of the Local's Executive Board, as well as a written financial report to the membership detailing all income and expenditures for the period;
- 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, receipts for all money sent to CUPE National, as well as records
- Be responsible for receiving and administering the union dues and deposit promptly all money at the designated bank or credit union;

- Report on the administration of his/her office to meetings of the Local Executive;
- Be in charge of books, documents, files and effects regarding monies of the Local, which shall, at all times, be subject to inspection by the President;
- Have all records ready on reasonable notice for auditors and Trustees;
- Have the books audited by two (2) of the Local Trustees annually;
- Record all the minutes for the Local meetings and the Local Executive meetings and shall keep them in a file for reference;
- Be bonded through the master bond held by CUPE National, and any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office.
- May answer correspondence and fulfil other secretarial duties as directed by the President;
- Preside over Local meetings in the absence of both the President and the Vice-President(s);

- On termination of office, surrender all books, seals and other properties of the Local to his successor.

9.03 The Trustees shall:

- Act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer at least once a year;
- Make a written report of their findings to the first membership meeting following the completion of each audit;
- Submit in writing to the President and the 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 Secretary-Treasurer in an organized correct and proper manner;
- Be responsible to ensure that monies are not paid out without proper constitutional or membership authorization;
- Ensure that proper financial reports are made to the membership;

- 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 membership;
- Send a copy of the completed audit report (on the prescribed form provided by the National Secretary-Treasurer), as well as a copy of their report to the Local Union membership along with a copy of their recommendations and/or concerns to the President and Secretary-Treasurer and the Secretary-Treasurer's response to the National Secretary-Treasurer of the Canadian Union of Public Employees, with a copy to the assigned servicing representative;

Section 10 Election

10.01 Nominations

Nominations shall be received at a regular membership meeting held at the first local base meeting of the calendar year of the mandate. If bargaining with the employer has begun, the election process will be delayed until ratification of the new collective agreement is finalized. Following finalization of ratification,

notice of elections will be sent out within 60 days.

No nomination shall be accepted unless the member is in attendance at the meeting or has allowed to be filed at the meeting his consent in writing with an original copy of a signed letter accepting the nomination. No member shall be eligible for nomination if he is in arrears of dues and/or assessments. Nominations shall be received at a regular membership meeting held within thirty-five (35) days of the announcement of the final results of the Component elections.

10.02 **Election**

If an election is required, an election committee will be elected at that same regular membership meeting. The election committee will consist of at least two (2) members of the Local who are neither officers nor candidates for office; it shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential.

Depending if an electronic voting system is already in place from the component election making this way to vote economically possible, it should also be voted at that same meeting if the general election vote will be done electronically or by paper ballot in the Air Transat crew room of the YVR airport or by a mail out ballot system. The easiest and most economical system should be preferred. The voting period should be 2 days longer than the longest available pairing. After the vote, the candidate(s) receiving the most votes will be declared elected. In case of a tie vote, a new vote process shall be made immediately.

10.03 **Installation**

The term of office for Local officers shall be for three years (except trustees). All duly elected officers shall be installed 7 days after the results are announced and shall continue in office no matter if they are being laid off, bumping, or on a leave of absence.

Trustees: At the first election of officers, the Trustees shall be elected so that one shall serve for a period of 3 years, one for 2 years and one for 1 year. Each year thereafter one Trustee shall be elected for a three (3) year

period or in the case of vacancies occurring, elect Trustees to fill only the unexpired terms in order to preserve overlapping terms of office.

The mandate for any officer will terminate if they resign or if they transfer to another permanent base and it will be effective at that date.

In the event of contract negotiations being incomplete, the term of office can be extended if elections are scheduled during the final stages of negotiations, provided, however, that no term of office shall be longer than three (3) years (Article B.2.4).

10.04

Recall

A majority of the Local's membership may at any time petition the Local officers and cause a recall ballot of any Local Union. In any such recall ballot a two-thirds (2/3) majority vote of ballots cast shall be required to sustain a recall for any elected position and at least 50% of the total membership of the Local must vote in the recall for the results to be valid.

10.05 **Vacancies**

The Local President's position shall be filled by one of the Local Vice-Presidents. The decision of the replacement shall be made from within. If a decision cannot be reached, the Executive Board members shall vote.

10.06 **Resignation**

Any officer or committee member who wishes to resign his position shall do so in writing to the Local President.

If the Local President wishes to resign, he must do so in writing to the Local Executive Board and the Component Executive.

Section 11 Amendments

11.01 These By-laws are always subordinate to the CUPE constitution (including Appendix "B"), the Airline Service Division By-Laws and the Air Transat Component By-laws as it now exists or may be amended from time to time, and in the event of any conflict between these By-laws, and the CUPE constitution, the Airline Service Division By-Laws and/or the Air Transat Component By-Laws, the latter shall govern.

Constitutional interpretation, including determination of conflict, is the prerogative of the National President.

- 11.02 All motions from the membership to amend these By-laws shall be submitted to the Local Executive Board and forward after to the membership, at least one (1) week before the Local meeting. The Local Executive Board may also propose amendments to the By-laws by adopting the proper resolutions. These By-laws shall not be amended, added to, or suspended except upon a 2/3 majority vote of those present and voting at a regular or special membership meeting following seven days notice at a previous meeting or at least 60 days written notice.
- 11.03 No change in these by-laws 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.

Section 12 Rules of Order

The Rules of Order at all Local meetings shall be laid down as per Appendix A "Rules of Order" attached herein.

The Chairperson of a meeting shall vote only in order to break a tie and in elections.

Section 13 Committees

Once every two years, at the same meeting as the one where nominations for the Local Executive are received, a call will be made asking to all members interested in a committee position to submit in the following 2 weeks a short note to the Local Executive and for what committee. The Local Executive will then appoint the positions in the committees and present their choice at the next Local meeting. Members shall refer to the Collective Agreement for a list of the available committees.

The Local President, after consultation with the Local Executive, may remove any Local Committee Chairperson/member(s) from his duties.

Each local committee officer will be automatically included in their respective Component committee.

Committee's representatives will answer questions from the membership regarding their field of activities.

The Committee chairperson will answer to the Local President, the Local Executive Board and to the membership. He will also make the necessary recommendations to the Local Executive Board in order to improve the conditions of his field of activities.

The Committee chairperson will inform the Local Executive Board as soon as possible of any committee or company problem or difficulty that may affect the membership.

APPENDIX <A>

OUT OF POCKET EXPENSES

Claims for expenses will be as follows:

- \$0.50 for each kilometer travelled for regular union duties, to a maximum of \$500 monthly.
- Meal allowance: \$20.00 for the first meal (minimum of 4 hours of work) and \$30.00 more for a second meal (minimum of 8 hours of work in a day).
- Childcare: \$30/day, \$300/month with receipt. Maximum of \$3600 per year. Each receipt must include the following information:
 - name, address, phone number of childcare provider,
 - date(s) of childcare provided
 - Name(s) and age(s) of children
- Home Internet service with receipt will be provided for the following union positions. One receipt shall be provided for the first month of mandate. For subsequent years in office, internet receipt(s) will be provided in the month of January.
 - Local 4078 President: \$40/month
 - Local 4078 Health & Safety Chair: \$40/month
- Per diem will be paid in accordance with the collective agreement. Per diem will be applied in the following scenarios
 - During convention/conference when staying at a hotel
 - During union training outside of home base
- A receipt must be provided on all goods purchased on behalf of the local. No reimbursement will be issued if a receipt is missing
 - Unless other valid proof such as a credit card statement
 - Authorization by the members at a regular local meeting
- All expenses must be submitted to the local within 90 days. Expenses which exceed the time frame must be approved by the local executive.
- Local 4078 will give an honorarium to any union officer equivalent to \$100.00 per year of total service as a union officer to a maximum of \$1000.00. If there is no change in officers at the end of their 3 year mandate, the premium will be given for those 3 years served. Tracking of the premium compensated for is recommended.
- Should an overpayment be made to a member due to an error of any kind, the member will be notified in writing, by email and/or hardcopy in mail folder. Reimbursement measures will be arranged between the member and Local Secretary-Treasurer and shall be as follows:
 - the overpayment received by the member will

be reimbursed over a period equal to that _____ during which the error was made, but in no case _____ shall the period be less than 6 months, unless otherwise agreed upon between the member _____ and Local 4078 executive board.

