



**CAW LOCAL 2002
BYLAWS**

AIRLINE DIVISION

JUNE 2008

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PREAMBLE

This organization of workers has been formed for the purpose of organizing and uniting workers in the air transportation and other industries so that through their combined strength, experience and wisdom, the quality of their working and living conditions will steadily improve. Our deeds and our words shall be guided by the historical truth that freedoms are never granted, they are won; and justice is never given, it is exacted. To this end, our specific objectives are to:

- serve and protect the welfare of all those who work within the air transportation and other industries;
- seek agreements between our membership and their employers that will maintain and steadily enhance their terms and conditions of employment as well as provide the greatest social and economic advantage;
- strive to end through every available means such political, social and industrial conditions that hinder the fulfilment of an abundant life. We hold that work is an expression of life, not merely a means of earning subsistence;
- act on behalf of all members without regard to race, sex, creed, colour, marital status, sexual orientation, disability, age, hiring date, political or religious affiliation, place of natural origin or classification or status and to vigilantly oppose threats to social, political, economic, industrial or other freedoms to which all have claim.

ARTICLE 1 - NAME AND JURISDICTION

SECTION 1 - NAME AND JURISDICTION

- 1.1.01 The name of the Local Union shall be the National Amalgamated Local Union of Airline Workers Local 2002 – CAW, National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), here after referred to as the local union.
- 1.1.02 The Local Union shall be composed of members of the National Union, CAW in the air transportation industry and any other persons employed in related, associated or connected services and/or industries, whether within or outside the sovereign boundaries of Canada, over whom the Local Union has been granted jurisdiction by the National Union, CAW.
- 1.1.03 The Local Union shall consist of an amalgamation of bargaining units, within the Canadian region of the National Union, CAW, some of whose members, however, may work outside the sovereign boundaries of Canada.

SECTION 2 - HEADQUARTERS

- 1.2.01 The Local Union shall maintain, at least, two offices. One shall be in the Greater Vancouver Regional District, Province of British Columbia and one in the Municipality of Metropolitan Toronto, or the Regional Municipality of Peel, Province of Ontario.
- 1.2.02 The national headquarters shall be in the Municipality of Metropolitan Toronto, or the Regional Municipality of Peel, Province of Ontario.

SECTION 3 - AFFILIATIONS

- 1.3.01 The Local Union shall affiliate with the respective Federations of Labour in each province and territory in which the Local Union has members and every local labour body in whose jurisdiction the Local Union has members.
- 1.3.02 The Local Union shall be affiliated with the Canadian Airline Workers' Council and the CAW Council of the National Union, CAW, and actively participate in their meetings and activities. In addition, those local

union members in Quebec shall be affiliated with the Quebec CAW Council.

- 1.3.03 The Local Union will participate in the National Union, Skilled Trades and Aerospace Councils.

SECTION 4 - CONSTITUTION

- 1.4.01 The constitution of the Local Union shall be the Constitution of the National Union, CAW and these Bylaws shall at all times be subordinate and subject to the Constitution of the National Union, CAW except for those provisions where the supreme governing body of the National Union CAW has permitted an exception to the Constitution through the approval of these Bylaws and merger agreements.

- 1.4.02 These bylaws shall be adhered to as firm rules and regulations and are not to be taken lightly or as guidelines.

SECTION 5 - LANGUAGE

- 1.5.01 The English and French versions of these Bylaws shall have equal authority. Should a difference arise between the meanings of the English and French Bylaws, they shall be given an interpretation consistent with both versions.

ARTICLE 2 - MEMBERSHIP

SECTION 1 - SCOPE OF MEMBERSHIP

2.1.01 Any person employed in any service or industry is eligible for active membership unless specifically disqualified by the provisions of these Bylaws or the CAW Constitution.

SECTION 2 - MEMBER IN GOOD STANDING

2.2.01 Except as otherwise provided for in these Bylaws or the CAW Constitution, in order to be a member in good standing, the following conditions must be met:

- (a) An application for membership must have been made and accepted in accordance with Articles 2.4 and 2.5.
- (b) The member shall be up to date in the payment of the application requirements of Articles 2.8 and 2.9.
- (c) A member under suspension from the Union is not considered to be in good standing.

2.2.02 Membership in the Local Union and in the National Union, CAW, shall date from time of acceptance of application for membership.

2.2.03 A member shall lose his/her good standing status when in arrears in the payment of dues and assessments for a period of thirty (30) calendar days or more, and may only regain such status by the payment of all overdue arrears.

2.2.04 A member in arrears in the payment of dues and assessments for a period of ninety (90) calendar days or more, shall forfeit the right to stand for or to hold office pursuant to the CAW Constitution.

SECTION 3 - CLASSIFICATION OF MEMBERSHIP

2.3.01 **Active Member** - an active member, for the purposes of exercising the full rights and privileges of membership, is a person who meets the

requirements of eligibility as set forth in Article 2.2 and is gainfully employed in accordance with Article 2.1, or who is on an authorized absence from his or her employer to become a full-time employee of the Local Union or the National Union, CAW, or, who has an active grievance regarding termination under the terms of their collective agreement, or who is on any other authorized absence from his or her employer.

2.3.02 **Life Member** - life membership shall be granted to a member upon retirement.

2.3.03 **Honorary Member** - an honorary member is a person who, by two-thirds majority vote of the delegates at a Convention, has been granted honorary membership in the Local Union. There shall be no more than three honorary memberships granted at any one Convention. Such memberships may be rescinded in the same manner as they are granted.

SECTION 4 - APPLICATION FOR MEMBERSHIP

2.4.01 Membership in the Local Union may be requested by submitting a completed application form to the headquarters of the Local Union. An initiation fee in the amount of ten (\$10.00) dollars will be collected and/or deducted upon approval of the application.

2.4.02 It shall be understood that each applicant, by becoming a member of the Local Union, agrees and subscribes to its policies, its Bylaws and the CAW Constitution.

2.4.03 The Executive Board may review and verify all questionable applications.

2.4.04 All active members in good standing shall be given a membership card. The card shall contain the name of the member, and such additional information as may be deemed necessary by the Executive Board, and shall be signed by the President of the Local Union and its Financial/Recording Secretary.

SECTION 5 - REJECTION OF MEMBERSHIP

- 2.5.01 The Executive Board shall be responsible for processing and making the final determination on any questionable applications. Eligibility for membership is described in the CAW Constitution (Article 6).
- 2.5.02 The making of willful misstatements or the entering of untrue, misleading information on an application for membership in the Local Union shall be cause for rejection.
- 2.5.03 If, after processing an application as set out herein, an applicant is not acceptable for any reason, he/she shall be so advised in writing.

SECTION 6 - FAILURE TO APPLY FOR MEMBERSHIP

- 2.6.01 Any employee, for whom the Local Union and the National Union, CAW is a recognized bargaining agent, who fails to apply for membership upon becoming eligible for active membership, shall be deemed to have accepted the terms and conditions of membership without, however, any of its rights and privileges.
- 2.6.02 Should an employee make application for membership in the Local Union 2002 and the National Union, CAW, at some later date, he/she shall be required to pay all dues which would have accrued as a member of the Local Union and the National Union, CAW, from the date on which he/she became eligible for such membership. The amount of dues owing shall be offset by the amount of assessments paid by the employee in accordance with Article 2.9.
- 2.6.03 The Executive Board may waive the provisions of Article 2.6.02.

SECTION 7 - MEMBERSHIP NUMBERS

- 2.7.01 Membership numbers shall correspond to their company employee numbers prefixed with a two-letter identification code for the company concerned.

SECTION 8 - DUES

- 2.8.01 The Local Union shall commence assessing dues at the earliest possible date. Dues shall continue to be paid on a regular basis thereafter.
- 2.8.02 Dues amounts shall be in accordance with the National CAW Constitution, Article 17, Section 2.
- 2.8.03 Dues shall not be collected from any person who is on an approved absence from his or her employer for a period of two or more pay periods unless determined otherwise. In addition, dues shall not be collected from honorary or life members.

SECTION 9 - ASSESSMENTS

- 2.9.01 Monthly assessments may be levied by the Executive Board against all members within the scope of the bargaining unit. These assessments shall be collected in the same manner and be the same amount as those dues collected from active members. Assessments require approval of the National President before being implemented.
- 2.9.02 Assessments shall not be made against honorary or life members.
- 2.9.03 By two-thirds majority vote of the Executive Board and on provision of thirty (30) calendar days notice supplementary assessments may be levied on all members to meet expenses of an extraordinary nature or for defense. The levy is not to exceed a maximum one hundred dollars (\$100.00) per person per year.

SECTION 10 - VIOLATIONS

- 2.10.01 Any member in good standing may file charges against any member of the Local Union, alleging commission to any of the offences described in Article 2.10.02. All charges shall be in writing and shall be filed with the Financial/Recording Secretary. Should the charges be against the Financial/Recording Secretary they shall then be submitted to the President of the Local Union. All charges shall include a concise statement of the material facts, actions and omissions upon which the accuser intends to rely as constituting the offence. All charges shall then be processed in accordance with the National Constitution.

The Financial/Recording Secretary shall be responsible for maintaining the permanent record of all the charges received, all hearings held and all decisions rendered, as well as any correspondence relative to this function.

2.10.02 The following shall constitute specific charges which may be brought under the terms of Article 23 of the CAW Constitution:

- (a) Misappropriating funds or other assets of the Local Union or the National Union, CAW.
- (b) Willfully defaming officers and members of the Local Union or the National Union, CAW.
- (c) Divulging to unauthorized person the business of the Local Union or the National Union, CAW.
- (d) Intentionally violating the terms and provisions of these Bylaws or the CAW Constitution to the detriment of the Local or National CAW.
- (e) Instituting or urging or advocating that a member institute action outside the Local Union or the National Union, CAW, against the Local Union or the National Union, CAW, or any of the members or officers without first exhausting all avenues of correction and appeal provided in these Bylaws or the CAW Constitution.
- (f) Working in the interests of, or accepting membership in, any organization dual to the Local Union or the National Union, CAW.
- (g) Using the name of the Local Union or the National Union, CAW for soliciting funds, advertising, or for any other purpose prejudicial to the interests of the Local Union or the National Union, CAW.
- (h) Engaging in any other activity detrimental to the interests of the Local Union or the National Union, CAW.
- (i) Crossing the picket lines.

2.10.03 Any member found guilty of violating any of the above charges may be disciplined or expelled in a manner proportional and appropriate to the seriousness of the violation.

SECTION 11 - REGISTRY

2.11.01 In the event a member changes his/her name, work location, mailing address, telephone number or classification, it shall be the responsibility of the member to advise the headquarters of the Local Union and his/her District Chairperson in writing of such change in order to maintain a correct District and Local Union record.

ARTICLE 3 - ORGANIZATION

SECTION 1 - STRUCTURE

3.1.01 The organization of the Local Union shall be divided in "Regions" "Units" and "Districts".

A Unit is a single bargaining unit which may be in one or more regions.

A Region is a geographical area that may include members of a single bargaining unit or multiple units.

Pacific Region - which shall be comprised of British Columbia and the Territory of the Yukon.

Western Region - which shall be comprised of Alberta, Saskatchewan, Manitoba, the Northwest Territories, Nunavut and that area west of and including Thunder Bay in Ontario.

Central Region - which shall be comprised of Ontario, with the exception of Thunder Bay and points west thereof.

Eastern Region - which shall be comprised of all members in Quebec.

Atlantic Region - which shall be comprised of Nova Scotia, New Brunswick, Prince Edward Island and Newfoundland and Labrador.

The members of all units, excluding Jazz Units, shall elect a Vice-President in each Region.

The members of the Jazz Customer & Aircraft Services and JazzCrew Schedulers Units shall elect one Vice-President with the exception of those members based in the Eastern Region.

The members of the Jazz Technical Services shall elect one Vice-President.

3.1.02 New Regions to cover members outside Canada may be created as necessary by majority vote of the Executive Board.

- 3.1.03 The Districts of the Local Union shall be determined by the Executive Board. New Districts may be designated and existing Districts may be realigned from time to time, after consultation with the membership involved and a two-thirds (2/3) vote of the Executive Board.

SECTION 2 - EXECUTIVE BOARD

- 3.2.01 Between Conventions or Special Meetings, the management, direction and control of the affairs of the Local Union, including control over the Local Union's funds, properties, other assets and raising of revenue, shall be vested in the Executive Board. In addition, the Executive Board shall have the authority to determine and approve policies and procedures that it deems necessary to promote the interests of the Local Union. The Executive Board shall have authority to affiliate the Local Union or any of the Districts with any body within the National Union, CAW.
- 3.2.02 The Executive Board shall be comprised of the President, Vice-Presidents and the Financial/Recording Secretary. The executive officers shall be elected in accordance with Articles 4.4, 4.5 and 4.6.

The Chairperson of the Board of Trustees shall have the right to attend and participate at meetings of the Executive Board, but without the power to vote.

Three (3) District Chairpersons or Vice-Chairpersons from the other units (other than Air Canada, Jazz Customer & Aircraft Services, and Jazz Technical Services Units), one of which shall be from the GTAA unit, shall have the right to attend, participate and have vote at meetings of the Executive Board.

- 3.2.03 At its first meeting following its election, the Executive Board shall elect, from among the elected Vice-Presidents, an Executive Vice-President, who shall hold office for the balance of the Board's term of office. In the event of a vacancy in the office of Executive Vice-President during the term of office, the position shall be filled by the same method.
- 3.2.04 The Executive Board shall meet at least once every three (3) months, at such times and in such places as may be designated by the President. Notice of each Executive Board meeting shall be sent to each Executive Board Officer at least twenty-one (21) calendar days prior to the proposed meeting date. Special meetings of the Executive

Board may be called, as and when required by the President, or by a petition signed by the majority of the Executive Board officers.

- 3.2.05 A majority of the Executive Board officers shall constitute a quorum of the Executive Board. Each of the Executive Board officers shall have one (1) vote, with the exception of the Chairperson. The President, or his or her designee, shall have the casting vote, as Chairperson of the Executive Board meetings.
- 3.2.06 The Executive Board shall be empowered to engage services of counsellors/consultants at any time for any length of time that advice is required for the performance of his/her or their duties as laid down in the Bylaws or the CAW Constitution.
- 3.2.07 Summary minutes of all Executive Board meetings shall be forwarded to all CAW Local 2002 District Chairpersons and chairs of standing committees and before the next Executive Board meeting.
- 3.2.08 The President, Financial/Recording Secretary and Vice-Presidents, by virtue of their office, shall be delegates to their respective CAW or Quebec Council. Additional delegates shall be elected in accordance with 4.3.01(e) for a three year term. The allocation of the additional positions will be based on regional and unit entitlement as determined by the Executive Board.

SECTION 3 - LOCAL 2002 COUNCIL

- 3.3.01 Local 2002 Council shall be comprised of the President, Financial/Recording Secretary, Vice-Presidents, Standing Bargaining Committee members, Chairperson of the Board of Trustees or a designate Trustee, one (1) member of each standing committee, one (1) member of the GIDIP board, District Chairpersons or a designated Vice-Chairperson.

SECTION 4 - BOARD OF TRUSTEES

- 3.4.01 There shall be a Board of Trustees made up of a Chairperson and two members who shall be elected as per Article 4.

SECTION 5 - REGIONAL AND SUB-REGIONAL

- 3.5.01 A Regional Council shall be comprised of the appropriate Vice-President, and all District Chairpersons within their jurisdiction. In matters affecting only one unit, a Sub-Regional Council may be formed comprised of the appropriate Vice-President and the appropriate District Chairpersons.
- 3.5.02 The Regional or Sub-Regional meetings shall consider matters of interest and concern to the Region or to the Local Union or the National Union, CAW. Resolutions adopted concerning the Local Union or the National Union, CAW, shall be forwarded to the Executive Board.
- 3.5.03 A Regional or Sub-Regional Council shall meet at least every four (4) months upon notice by the appropriate Vice-President(s); excepting that, if petitioned by a majority of the District Chairpersons concerned, then a Council meeting shall be held and the date of such meeting shall be established within fourteen (14) calendar days after the petition has been received by the appropriate Vice-President. In no instance shall the meeting be held later than forty (40) calendar days after the receipt of a petition.
- With the approval of the Vice-President, each District Chairperson may include one Vice-Chairperson to attend the regional meetings.
- 3.5.04 At Regional or Sub-Regional Council meetings, the appropriate Vice-President(s), and the District Chairpersons, or their alternates, in attendance, shall each have one (1) vote. In the case of a tie, the Vice-President will have the deciding vote.
- 3.5.05 Applicable officers at the Regional or Sub-Regional meetings will consider and vote on any Region specific appointment and will forward their recommendation to the Executive Board for review and appointment if the Executive Board concurs with the region's selection. If not concurred with by the Executive Board, normal procedures will apply.

SECTION 6 – STANDING COMMITTEES

3.6.01 The following shall be the Standing Committees of this Local Union

1. Constitution and Bylaws
2. Women's Committee
3. Union in Politics
4. Education

(a) All Standing Committees shall be elected or be appointed by the Executive Board. All Standing Committees shall serve for a three (3) year term.

(b) The Education Committee will promote all aspects of education affecting the welfare of the members, the union and the labour movement; and promote programs offered regionally and at the CAW education facility in Port Elgin.

SECTION 7 - APPOINTMENT OF AUDITOR

3.7.01 The Financial/Recording Secretary will recommend an Auditor(s) for appointment by the Executive Board.

ARTICLE 4 - ELECTIONS

SECTION 1 - GENERAL

4.1.01 The officers of the Local Union shall be the President, the Vice-Presidents, the Bargaining Committees, the Financial/Recording Secretary, the Trustees, the District Officers and the Health & Safety Officers.

4.1.02 Dual Roles

(a) A Vice President will be elected as Executive Vice President as per Article 3.2.03.

(b) In units other than Air Canada Customer Sales & Service, Jazz Customer & Aircraft Services, and Jazz Technical Services, the District Chairperson(s) will be members of their respective Non-standing bargaining committees by virtue of being District Chairperson. The District Chairperson(s) will be an additional member to the Bargaining Committee as determined by the Executive Board in accordance with Article 4.14.03. In these Units, Districts Officers may run for Bargaining Committee and, if elected, hold dual role.

These are the only exceptions to an officer holding dual office without prior approval of the Executive Board.

4.1.03 All candidates for any office in the Local Union shall be active members in good standing. Life and honorary members shall not be eligible to vote or to be a candidate for any office.

4.1.04 All candidates for District, Executive Board and Bargaining Committee offices shall be members of a District, Unit or Region that they seek to represent.

4.1.05 If, because of a tie vote, an election has not resulted in the filling of all vacant office(s), a run off ballot shall be held between the leading candidates who are tied.

4.1.06 The term of office for all positions in the Local Union, except for the Bargaining Committee, shall be three (3) years.

4.1.07 The Elections Committee shall permit scrutineers to be present, at their own expense, while the ballots are being counted.

- 4.1.08 All vacancies will be filled in accordance with Articles 4 and 5 of the CAW Local 2002 Bylaws as soon as possible and in any event within 90 days. Vacancies filled during the term of office shall not exceed the original three (3) year term.
- 4.1.09 Officers will be required to attend, where applicable, all meetings as directed by the Executive Board.
- 4.1.10 For elections conducted at the workplace, absentee ballots may be used in accordance with the procedure contained in the National Union's "Local Union Election Guide." Only those members who will be away from their work location during the entire period of an election on a work assignment for their employer or on Local Union business are eligible for the absentee ballot procedure.
- 4.1.11 Where committee members are appointed the term of the committee will be three (3) years or less.
- 4.1.12 Following the release of results of an election, all documentation must be retained in a confidential and secure manner for a period of one year.
- 4.1.13 All candidates for any office in the Local Union shall be able to withdraw their nomination for any office 72 hours prior to the ballots being printed, otherwise the ballots will remain as is. All nomination forms will have the withdrawal timeline clearly stated for the candidates accepting nomination.
- 4.1.14 If the vote is conducted by mail or other means, then the Elections Committee shall provide to each member in good standing in the District, each candidate's statement of qualifications. If the vote is conducted by mail or other means, then up to 30 days shall be allowed for their return. Accompanying each ballot shall be a notice informing the recipient of the deadline for casting his/her ballot together with a return prepaid envelope or other means to the Elections Committee.

SECTION 2 - ELECTIONS FOR EXECUTIVE BOARD

- 4.2.01 Elections will be held by workplace balloting. For those workplaces where this is not practicable the Elections Committee will determine the best method for conducting the election(s) and will report to the Executive Board for their approval.

- 4.2.02 (a) Nominations for each Executive Board office must be submitted to the Elections Committee in care of the Headquarters of the Local Union. The nomination must be received by April 1st of each election year.
- (b) It will be the candidate's responsibility to provide the Elections Committee with a statement of qualifications not later than April 1st of each election year.
- (c) Statements of qualifications, and election announcement will be distributed to all members in good standing, not later than May 15th in an election year. The notice shall inform the recipient of the dates for casting his or her ballot. The Elections Committee shall announce the results by bulletin on or before June 30th in each election year. The candidate receiving the greatest number of votes shall be deemed elected.
- (d) An Executive Board Officer whose term is not expiring but wants to be a candidate for another Executive Board office must submit a resignation from the currently held position to become effective upon completion of the election and installation. This resignation is applicable whether elected to the position or not. The resignation must be submitted long enough in advance of the nomination deadline established by the Election Committee to permit the nomination and election of both offices during the same election.

SECTION 3 - ELECTIONS CONDUCTED AT CONVENTION

- 4.3.01 (a) Nominations for Board of Trustees, Elections Committee, Constitution and Bylaws Committee or any other positions in the notice of election shall be submitted, in writing, to the Elections Committee in care of the headquarters of the Local Union. The nomination shall be sent and received no later than forty nine (49) calendar days prior to the Convention.
- (b) It will be each candidate's responsibility to provide the Elections Committee with a statement of qualification not later than thirty five (35) calendar days prior to the Convention.

- (c) The Elections Committee shall send to each delegate to the Convention each candidate's statement of his or her qualifications for office at least twenty-one (21) days prior to the Convention.
 - (d) Nominations will also be accepted from the floor of the Convention.
 - (e) Additional delegates for CAW Council/Quebec Council as established by the Executive Board, other than designated in 3.2.08 will follow the procedures in 4.3.01 (a), (b), (c) and (d) above. Only Eastern region delegates will vote for Quebec Council delegates. Eastern region delegates are excluded from voting for CAW Council delegates.
- 4.3.02 (a) The Elections Committee shall be responsible for conducting the elections held at the Convention, in accordance with this article. Ballots shall be tabulated by the Elections Committee immediately following the close of voting and the results announced before the adjournment of the Convention. The candidate receiving the greatest number of votes shall be deemed elected.
- (b) Notwithstanding Article 4.3.02 (a), the election of the Elections Committee shall be conducted by the Credentials Committee at the Convention. Ballots shall be tabulated by the Credentials Committee and results will be announced before adjournment of the Convention. The three (3) candidates receiving the greatest number of votes shall be deemed elected.
- 4.3.03 In all elections conducted at Convention each registered delegate, members of the Executive Board, who are registered, and the Chairperson at the meeting, shall each have one (1) vote.
- 4.3.04 The election results will be announced by the Elections Committee by bulletin to the members within fourteen (14) days of the election.
- 4.3.05 In the event that the results, and/or procedures used during elections are under dispute, the candidate(s) claiming redress shall file a written complaint to the Elections Committee immediately following the announcement of the results, stating the reason(s) for protesting the election.
- 4.3.06 The Elections Committee shall thoroughly and immediately investigate the matter following the receipt of the complaint and advise those

concerned and the assembly of its decision to let the election results stand, or to declare the election null and void.

- 4.3.07 The decision of the Elections Committee may be appealed to the National President, in accordance with Article 34, Section 11 of the CAW Constitution.

SECTION 4 - PRESIDENT

- 4.4.01 The President shall be elected by the membership.
- 4.4.02 Immediately upon election the President-elect shall assume office. There may be a transition period of up to thirty (30) days.
- 4.4.03 The President will designate either the Vancouver or Toronto office as his/her place of business.
- 4.4.04 In the event of a vacancy occurring in the office of President, the vacancy shall be filled in accordance with the following:
- (a) if the vacancy is for more than 1 year, it shall be filled in accordance with Article 4.
 - (b) if the vacancy is for 1 year or less or is a temporary absence the Executive Vice-President will fill the vacancy.

SECTION 5 - FINANCIAL/RECORDING SECRETARY

- 4.5.01 The Financial/Recording Secretary shall be elected by the membership.
- 4.5.02 Immediately upon election the Financial/Recording Secretary - elect shall assume office. There may be a transition period of up to thirty (30) days.
- 4.5.03 The Financial/Recording Secretary shall have an office and work out of the headquarters of the Local Union.
- 4.5.04 In the event of a vacancy occurring in the office of the Financial/Recording Secretary, the vacancy will be filled in accordance with the following:

- (a) if the vacancy is for more than one (1) year, it shall be filled in accordance with Article 4.
- (b) if the vacancy is for one (1) year or less, or is a temporary absence, the Chairperson of the Board of Trustees will fill the vacancy.

SECTION 6 - VICE-PRESIDENTS

4.6.01 Vice-Presidents shall be elected as follows:

- (a) Members (other than those at Jazz outside of Quebec and Jazz Technical Services) shall elect five (5) Regional Vice-Presidents, one per region, as outlined in Article 3.1.01.
- (b) Members, excluding those in Quebec, in the Jazz Customer & Aircraft Services and Crew Schedulers Unit shall elect one (1) Vice-President.
- (c) Members in the Jazz Technical Services unit shall elect one (1) Vice President.

4.6.02 Vice-Presidents shall assume office on the first day of the month following their election.

4.6.03 In the event of a vacancy occurring in the office of Vice-President the positions shall be filled in accordance with the following:

- (a) if the vacancy is for more than 1 year it shall be filled in accordance with Article 4.
- (b) if the vacancy is for 1 year or less or is a temporary absence he/she may appoint an alternate from the District Chairs or if no District Chair can be solicited, another officer will be appointed from the region.

SECTION 7 - TRUSTEES

4.7.01 The Board of Trustees shall be elected by the delegates to the Convention in accordance with Article 4, Section 3.

- 4.7.02 The Chairperson of the Board of Trustees shall be elected on one ballot and the two (2) trustees on a separate ballot.
- 4.7.03 The Board of Trustees shall assume office on the first day of the month following their election. The Board of Trustees shall meet every six (6) months or more often at the request of the Executive Board.

SECTION 8 - ELECTIONS COMMITTEE

- 4.8.01 There shall be an Elections Committee made up of three (3) members and three (3) alternate members in good standing. They shall be elected by secret ballot at Convention and the determination of the three (3) members and three (3) alternates will be based on votes.
- 4.8.02 They shall assume office on the first day of the month following their election. The prior Chairperson of the Local Elections Committee shall facilitate the training required by the newly elected Election Committee and/or any newly elected Vice Presidents in conjunction with new elected District Election Committees.
- 4.8.03 At its first meeting after taking office, the Elections Committee shall elect a Chairperson.
- 4.8.04 Vacancies to the Elections Committee shall be filled by appointment by the Executive Board.
- 4.8.05 The Local Elections Committee shall be empowered to conduct all elections and by-elections for the offices of the Executive Board, Women's Committee and all elections conducted at the Convention, in accordance with Article 4.3.02. The Elections Committee shall oversee the election of the Bargaining Committees. The Local Elections Committee shall be responsible to oversee these elections being conducted by the District Elections Committees with workplace balloting. The Elections Committees shall submit a written report to the Executive Board following each election or by-election, detailing the conduct and the results of the election or by-election. The Elections Committee shall, from time to time, recommend new or altered procedures for the conduct of elections and by-elections to the Executive Board for approval.

- 4.8.06 Each member of the Elections Committee shall be advised within seven (7) days of a vacancy on the Executive Board or Bargaining Committees.

SECTION 9 - DISTRICTS

- 4.9.01 Each District shall be represented by a District Chairperson who shall be elected by the District members to conduct the District affairs of the Local Union.
- 4.9.02 There will be a minimum of one Vice-Chairperson elected for every fifty (50) members or an appropriate number as agreed to by the District Chairperson and the Executive Board. At the 50/50 bases, Air Canada and Jazz (YXY, YQB, YQT, YQM, YYT, YYG, YSJAP), each side (Air Canada and Jazz) shall be represented by a minimum of one Vice Chairperson, where practicable.
- 4.9.03 Prior to the commencement of a District election, the District Chairperson, or his/her designee, shall post a notice advising District members that in order to participate in the election, they must be a member in good standing.
- 4.9.04 Any member of the Local Union in good standing shall be eligible for election as a District Officer other than employees of the Local Union and the National Union, CAW. The election of the District Chairperson will be conducted by the District Elections Committee utilizing workplace balloting or, where necessary, by mail or other means. Ballots will be provided to all members in good standing in the District.

If the vote is conducted by mail or other means, then the District Elections Committee shall provide to each member in good standing in the District, each candidate's statement of qualifications.

If the vote is conducted by mail or other means, then up to 30 days shall be allowed for their return. Accompanying each ballot shall be a notice informing the recipient of the deadline for casting his/her ballot together with a return prepaid envelope or other means to the District Elections Committee.

- 4.9.05 The term of office for District Officers shall be three (3) years. Those persons elected shall assume office on the 1st day of the month following their election.

4.9.06 The Vice-President shall appoint, unless the conditions deem an election is necessary for a District Election Committee. At the first meeting after taking office, the District Election Committee shall elect a Chairperson. The District Election Committee will provide the members with nomination forms. Nomination of District Officers shall be submitted on these forms to the CAW Local 2002 Office.

4.9.07 Election materials including the list of members in good standing shall be sent to the District Election Committee who shall post election notices which shall contain the following:

- (a) List of nominees, and who they seek to represent in accordance with Article 4.9.02.
- (b) List of vacant offices.
- (c) Starting date of election.
- (d) Termination date of election.

The membership must be notified seven days in advance of the time and place of nominations. There must be at least seven days between the time of nominations and the date of the election. A notice containing the time and place for any possible run-off election must be given to members at least 15 days before the election.

In the event of one (1) member receiving and accepting nomination for more than one office, a ballot shall be held for each position separately commencing first with that of District Chairperson. If successful in an earlier ballot, such nominee shall be eliminated from ballots for subsequent positions.

When voting is taking place, a member of the District Election Committee must be present to verify that the person casting the ballot has not already voted and that he or she is an active member in good standing. Upon completion of the voting and the tabulation of ballots, the candidate receiving the greatest number of votes shall be declared elected.

The District Election Committee shall submit the list of new officers to the appropriate Vice President and the President of the Local Union for publication. The District Election Committee shall send all records of the election, including ballots cast, to the Local Union Headquarters to be kept for a period of one (1) year following the election.

- 4.9.08 Should a member of any District Election Committee be nominated, and accept the nomination, to any District or other office, he or she shall resign from the Committee and the vacancy shall be filled by appointment by the Vice-President.
- 4.9.09 In the event of an appointment or the issuance of writs of election in accordance with article 4.9.12, the appointed or elected District Chairperson, as the case may be, shall assume office immediately following the election for the balance of the current term.
- 4.9.10 Following the release of results of an election, all ballots cast must be retained in a confidential and secure manner for a period of one (1) year.
- 4.9.11 (a) In the event a District Chairperson is unable to perform his/her duties of office for a reasonable period of time, he/she shall appoint an alternate, who shall be an active District Vice-Chairperson, until such time as he/she returns. Where there is no District Vice-Chairperson available, the Chairperson shall appoint any active member, subject to the approval of the Regional Vice-President.
- (b) In the event a Vice-Chairperson is unable to perform his/her duties of office, the District Chairperson shall appoint an active member as alternate until such time as he/she returns.
- 4.9.12 If a vacancy occurs in the office of District Chairperson during the first half of the term, an election will be called. If a vacancy occurs in the office of District Chairperson during the second half of the term the Vice-Chairperson shall succeed. In Districts where there is no Vice-Chairperson or more than one Vice-Chairperson, the Vice-President responsible shall appoint the District Chairperson or instruct the District Elections Committee to issue writs of election to fill the vacancy.
- 4.9.13 In the event of a vacancy occurring among the District Officers, during the first half of the term, an election will be called. If a vacancy occurs during the second half of a term, the District Chairperson, subject to approval of the appropriate Vice-President, may appoint, or instruct the District Election Committee to issue writs of election to fill such vacancy for the duration of the current term. The appointed or elected District officer shall assume office immediately for the balance of the current term.

4.9.14 The Local Union will make education available, including training of their respective collective agreement, within a reasonable timeframe of no more than six months to all Officers elected into a position including replacements covered by Article 4.9.13.

4.9.15 Three (3) District Chairpersons or Vice Chairpersons from the other Units (other than Air Canada and Jazz), one of which shall be from the GTAA Unit, be elected by the District Chairpersons from the other Units (other than Air Canada and Jazz) to sit on the Executive Board.

One (1) District Chair representative from the geographical area of Ontario East and one (1) District Chair representative from Manitoba West.

SECTION 10 - DISPUTE RESOLUTION

4.10.01 In the event that the results, and/or the procedures used during an election are under dispute, the candidate(s) claiming redress shall file a written complaint within seven (7) calendar days of the posting of the election results. The complaint shall be filed with the Executive Board and shall state the reason(s) for protesting the election. Disputes for election of Executive Board officers shall be referred to the Elections Committee.

4.10.02 The Executive Board or Election Committee shall thoroughly investigate the matter and within fourteen (14) calendar days following the receipt of the complaint, advise those concerned of their decision to let the election results stand, or to declare the election null and void.

The decision of the Executive Board or Election Committee may be appealed to the National President, in accordance with Article 34, Section 11 of the CAW Constitution.

4.10.03 In the event a District election is declared null and void, the appropriate Vice-President shall have the authority to appoint a new District Elections Committee.

SECTION 11 - RECALL OF ELECTED OFFICERS

4.11.01 An elected workplace representative may be recalled by the members she/he represents for failing to perform the duties of the Office.

- 4.11.02 Fifty percent (50%) of the members she/he represents will sign a petition listing the specific complaints against the representative and file it with the Local Union. The Local Union will notify the representative of the specific complaints and the Local Union will give seven (7) days notice to the membership for a recall meeting. Fifty percent (50%) of the members she/he represents must be present at the recall meeting to establish a quorum.
- 4.11.03 A two thirds (2/3) vote of those members present at the special recall meeting is required to recall.
- 4.11.04 Executive Board members may be recalled as per Article 34, Section 14 (a), (b), (c) and (d) of the CAW National Constitution.

SECTION 12 - HEALTH & SAFETY COORDINATOR(S)

- 4.12.01 Local 2002 Health and Safety Coordinator(s) shall be appointed by the President of the National Union, CAW with the recommendation of the Local Union's Executive Board.

SECTION 13 - CONSTITUTION AND BYLAWS COMMITTEE

- 4.13.01 A Constitution and Bylaws Committee, consisting of three (3) members shall be elected at Convention, and shall assume office on the first day of the month following their election. At its first meeting after taking office the committee shall elect a Chairperson.
- 4.13.02 The duties of the Constitution and Bylaws Committee will include, but not be limited to, making recommendations on Constitutional & Bylaw challenges/matters, and receiving and processing resolutions to Conventions and Special Meetings in accordance with Article 6.1.07.

SECTION 14 - BARGAINING COMMITTEES

- 4.14.01 The membership of each unit and/or region shall elect the member(s) of the Bargaining Committee. Elections will be held by workplace balloting. For those workplaces where this is not practicable the Elections Committee will determine the best method for conducting the election(s) and will report to the Executive Board for their approval. The

committee shall be empowered to meet with their respective employer and bargain a new collective agreement. The Executive Board will determine Full time and Non Full time Standing and Non Standing committees as defined by the Bylaws Article 4 Section 14 and Article 5 Section 8.

- (a) Standing Fulltime and Standing Non-Fulltime Bargaining Committees shall remain in place and administer the collective agreement until such time as a new committee is elected.
- (b) Non-standing Bargaining Committees upon ratification of the collective agreement will return to the workplace. They may be used as a resource for the District Chair.

4.14.02 Where a bargaining unit encompasses membership in more than one Region, each Region shall have a representative on the Bargaining Committee. The election of the Bargaining Committee shall be held by region, nine (9) months prior, if possible, to the expiry of the current collective agreement. The term of office shall not exceed three years.

- (a) Jazz Customer & Aircraft Services will elect one (1) Customer Service Agent per Region and one (1) East and one (1) West Aircraft Service Bargaining Committee members
- (b) Jazz Technical Service will elect one (1) Jazz Technical 1 Bargaining Committee member from each District and one (1) Jazz Technical 2 Bargaining Committee member for the Jazz Technical Services 2 Unit

4.14.03 The size of the Bargaining Committee, excluding the President, shall be determined by the Executive Board.

4.14.04 The President may appoint additional members to the Bargaining Committee to reflect the membership's diversity, in particular the factors of geography, gender, experience, sexual orientation and job functions. Appointed members shall be official members of the committee only during bargaining and shall not have a vote on the Committee.

4.14.05 (a) Standing Bargaining Committee members shall assume office on the first day of the month following their election and shall receive adequate contract training in an appropriate timeframe to be able to meet with Management on a Step II level Grievance within their

Region. They shall be assisted by the District Chairperson if requested by the Bargaining Officer. At the first meeting after taking office the Committee shall elect an Alternate Chairperson.

(b) Standing Non-Full time Bargaining Committee members shall assume office on the first day of the month following their election and shall receive adequate contract training in an appropriate timeframe to be able to meet with Management on a Step II level Grievance within the applicable Region, District or Unit. The Bargaining Committee shall be assisted by the District Chairperson, when s/he is not a member of the Committee, if requested by the Bargaining Officer. When the District Chairperson is a member of the Bargaining Committee in accordance with Article 4.1.02 (b), s/he shall be the Alternate Bargaining Committee Chairperson. Where there is more than one District Chairperson on the Standing Non-Full time Bargaining Committee, the Alternate Chairperson shall be elected from among the District Chairpersons.

(c) Non-Standing Bargaining Committees shall assume office immediately following completion of the election. The District Chairperson as a member of the Bargaining Committee in accordance with Article 4.1.02 (b), shall be the Alternate Bargaining Committee Chairperson. Where there is more than one District Chairperson on a Non-Standing Bargaining Committee, the Alternate Chairperson shall be elected from among the District Chairpersons.

4.14.06 In the event a vacancy occurs among the Bargaining Committee, the appropriate Vice-President, subject to the approval of the Executive Board, may appoint or instruct the elections committee to issue writs of election to fill such vacancy for the duration of the term of office.

SECTION 15 - WOMEN'S COMMITTEE

4.15.01 The Local Union Women's Committees' Regional sisters and alternates shall be elected by the membership in conjunction with the Executive Board elections.

4.15.02 The Executive Board may appoint additional members to the Women's Committee to reflect the diversity of the Local's units.

ARTICLE 5 - DUTIES OF OFFICERS, COMMITTEES AND STAFF

SECTION 1 - PRESIDENT

- 5.1.01 The President shall exercise supervision over the affairs of the Local Union, be responsible for negotiating collective agreements, sign all official documents and preside at Conventions/Special Meetings and at meetings of the Executive Board and the Local 2002 Council. He or she shall have the power to appoint all committees not otherwise provided for. All appointed committees of the Local should be comprised of members reflecting overall makeup of the membership they seek to represent with respect to gender, visible minorities, sexual orientation and persons with disabilities, notwithstanding required qualifications. He or she shall be Chair of all committees of the Local Union, except for the Elections. He or she or his/her designee shall represent the Local Union to all higher bodies within the National Union, CAW, and to other labour, government, social and industrial bodies and will be a delegate to CAW Councils and Conventions/Special Meetings.
- 5.1.02 The President shall have the authority to interpret and enforce these Bylaws and his/her interpretation shall be conclusive unless reversed or changed by the Executive Board or Convention, and subject to the members right to appeal under the Constitution of the CAW.
- 5.1.03 The President shall report to the Convention/Special Meeting in accordance with Article 6.1.06.
- 5.1.04 The President shall have the authority to convene, or cause to be convened, a meeting of any body within the Local Union.
- 5.1.05 The President shall be responsible, following the District elections, for ensuring the preparation and circulation to all Districts a list of all District Officers for the ensuing term.
- 5.1.06 The President shall have the authority to employ such officials, representatives and employees as are necessary and such positions shall be bulletined to all members in good standing. The direction of all officers, representatives and employees shall be under the authority of the President and his/her designated representative.

- 5.1.07 The President, subject to the approval of the Executive Board, shall be empowered to engage the services of consultants at any time and for any length of time that advice is required for the performance of his/her or their duties as laid down in the Bylaws or the CAW Constitution.
- 5.1.08 The President shall direct the Executive Vice-President to act as his/her deputy during any period of the President's temporary absence, if deemed necessary. The deputy shall devote such time as is necessary to fulfil the duties of the office.

SECTION 2 - EXECUTIVE VICE-PRESIDENT

- 5.2.01 At the first Executive Board meeting after taking office, the Executive Board shall elect the Executive Vice-President.
- 5.2.02 The Executive Vice-President shall assist the President in the performance of his or her duties.
- 5.2.03 In all other respects, his or her duties shall be those of Vice-President except as may be specifically abridged by provisions of these Bylaws or the CAW Constitution.

SECTION 3 - VICE-PRESIDENTS

- 5.3.01 The Vice-Presidents shall perform all functions required of them as members of the Executive Board and Local 2002 Council as provided for in these Bylaws and the CAW Constitution.
- 5.3.02 The Vice-Presidents shall assist the President in administering the affairs of the Local Union and shall provide counsel to District Officers within their Region. They shall have the authority to convene a meeting of the officers of a District and to convene membership meetings within their Region. They shall monitor the activities of their District officers and provide direction and control over the Districts in their Region to ensure adherence to the policies, procedures and programs of the Local Union and the National Union, CAW.

By virtue of their office the Vice-Presidents will be delegates to CAW Council and the Constitutional Convention.

- 5.3.03 The Vice-President(s) shall be responsible for calling Regional and Sub-Regional Council meetings in accordance with Article 3.5.03.
- 5.3.04 A copy of all correspondence bearing the signature of a Vice-President shall be sent to the President of the Local Union.

SECTION 4 - FINANCIAL/RECORDING SECRETARY

- 5.4.01 The Financial/Recording Secretary shall be responsible for ensuring that all funds and income of the Local Union received are promptly deposited in the name of the Local Union in a chartered bank and/or credit union, that is supportive of the aims of the labour movement, subject to the approval of the Executive Board.
- 5.4.02 The Financial/Recording Secretary shall disburse and, subject to limitations on investments referred to in Article 7.4.01, shall invest funds and income under the direction of the President, subject to approval of the Executive Board.
- 5.4.03 The Financial/Recording Secretary shall prepare a complete annual financial statement covering income and expenses for the fiscal year, the assets and liabilities of the Local Union and such statements shall be certified by an independent auditor for presentation at Executive Board meetings, Council and Conventions/Special Meetings.
- 5.4.04 The Financial/Recording Secretary shall exhibit, at all reasonable times, the books and accounts to any officer or Trustee of the Local Union upon application at headquarters' office during business hours.
- 5.4.05 The Financial/Recording Secretary shall furnish a financial report to all members of the Board of Trustees and the Executive Board every three (3) months or, if necessary, at more frequent intervals and a financial report shall be forwarded to the membership every twelve (12) months. He/she shall cooperate with every reasonable request of the Board of Trustees. The Financial/Recording Secretary shall carry out the duties as assistant to the President, when required.
- 5.4.06 The Financial/Recording Secretary shall perform all other duties as may be required by the Constitution and particularly the duties of Financial/Recording Secretary in Article 36, Sections 3 and 4.

- 5.4.07 The Financial/Recording Secretary shall manage the every day operation of the office(s).
- 5.4.08 The Financial/Recording Secretary shall be responsible for ensuring the membership lists are updated on a weekly basis and all applications for membership are properly handled.
- 5.4.09 Financial Officers including the President shall be bonded by such methods and agencies as the National Executive Board may determine. It shall be mandatory that such financial officers be bonded in an amount which shall cover at least seventy-five percent (75%) of the funds available to them and in no case for less than the five thousand dollars (\$5,000.00) currently approved by the National Executive Board.

SECTION 5 - BOARD OF TRUSTEES

- 5.5.01 The Board of Trustees shall have the authority to scrutinize all expenditures of the Local Union. By maintaining vigilance over the financial affairs of the Local Union, it shall ensure that the Executive Board is made aware of excessive disbursements of funds beyond the provisions of the budget and of any necessity to provide for meeting any extraordinary expenditures.
- 5.5.02 The Board of Trustees will assist the Financial/Recording Secretary with the annual budget and shall submit the budget to the Executive Board for final approval.
- 5.5.03 Vacancies to the Board of Trustees shall be filled by appointment by the Executive Board.

SECTION 6 - HEALTH AND SAFETY COORDINATOR (S)

- 5.6.01 The Local's Health and Safety Coordinator shall administer the affairs of the Local Union which are related to safety and health issues as may be determined by the President or the Executive Board. The Health and Safety Coordinator shall examine each Collective Agreement and make recommendations to respective Bargaining Committees for improved language regarding Health and Safety issues. The duties may include assisting the District Chairpersons in establishing safety and health committees, conducting educational seminars and workshops for the membership, assisting in the investigation of workplace accidents and

unsafe or unhealthy working conditions, preparing information materials for distribution to the membership and other functions as may be determined by the President or the Executive Board.

- 5.6.02 A copy of all correspondence bearing the signature of the Local Health and Safety Coordinator shall be sent to the President.

SECTION 7 - DISTRICT OFFICERS

- 5.7.01 A District Chairperson shall be responsible for administering the collective agreement, handling grievances, encouraging the education of Vice-Chairs and the membership in general, and providing counsel to the members in his or her District. He/she shall exercise supervision over the affairs of the Local Union at the District level, preside at regular and special District meetings and attend all meetings as directed by the Executive Board.
- 5.7.02 A District Chairperson shall adhere to the provisions of these Bylaws and Constitution, and the collective agreement, and shall have no right to negotiate procedures which contravene these Bylaws or the Constitution or the applicable collective agreement.
- 5.7.03 A District Chairperson shall have the authority to convene, or cause to be convened, a meeting of his or her committee or his or her District members.
- 5.7.04 A copy of all correspondence bearing the signature of a District Chairperson shall be sent to the President and the appropriate Vice-President.
- 5.7.05 A Vice-Chairperson and representatives, where applicable, shall assist the Chairperson in the performance of his or her duties, and shall perform such duties as the Chairperson may assign.
- 5.7.06 A Vice-Chairperson and representatives, where applicable, shall attend all regular and special District meetings, and attend all meetings as directed by the Executive Board.
- 5.7.07 At the District level, the District Officers shall be responsible for maintaining the effectiveness of the Local Union within the District, ensuring constant representation with local management for the purpose of discussion of changes affecting the work and working

conditions of employees and administering the collective agreement within the District.

- 5.7.08 The District Chairpersons shall be responsible for other specific duties as outlined under Article 4.9 and Article 6.2.

SECTION 8 - BARGAINING COMMITTEE MEMBERS

- 5.8.01 Bargaining Committee members shall be empowered to meet with their employer and bargain for a new collective agreement in accordance with Article 4.14.

- | 5.8.02 Standing Full time and Non-Fulltime Bargaining Committee members shall assist District Officers in the administration of the collective agreement.

- | 5.8.03 Standing Full time and Non-Fulltime Bargaining Committee members in their Region shall assist and/or prepare and present grievances up to the final step of the grievance procedure prior to arbitration. In addition, Bargaining Committee members shall prepare quarterly grievance reports and shall furnish copies to the President and appropriate District Officers.

- | 5.8.04 Standing Full time and Non-Fulltime Bargaining Committee members shall meet with the employer on an ongoing basis to discuss and resolve issues relating to the collective agreement.

- 5.8.05 Bargaining Committee members shall perform all other functions as required of them by the President and as members of the Local 2002 Council as provided for in these Bylaws and the CAW Constitution.

SECTION 9 - WOMEN'S COMMITTEE

- 5.9.01 The Local Union shall establish a women's committee, comprised of one member per region, which will take actions that will benefit all the women across this country. The Local Union shall ensure that some money be made available for activities as determined by the Committee.

- 5.9.02 The Committee shall meet three (3) times per year and report to the Board the actions that have been taking place in the region and nationally.

SECTION 10 - HUMAN RIGHTS COORDINATOR

- 5.10.01 The Local Union shall establish a Human Rights Coordinator who shall act as a resource for human rights' issues for the Local, as may be determined by the President or the Executive Board. The Human Rights Coordinator shall examine each Collective Agreement and make recommendations to respective Bargaining Committees for improved language regarding Human Rights issues. Duties may include to investigate, initiate or take any other action required in any potential workplace harassment complaints on behalf of the Local, to meet with all units' employees with an aim to establishing a consistent and effective workplace harassment policy in consultation with the Local and other functions as may be determined by the President or the Executive Board.
- 5.10.02 A copy of all correspondence bearing the signature of the Local Human Rights Coordinator shall be sent to the President.

SECTION 11 - GENERAL

- 5.11.01 No union officer, committee member, trustee, shall, during his or her term, seek or accept any assignment that will place him or her outside of the scope of his or her collective agreement.
- 5.11.02 Employees of the Local Union shall provide reports on their assignments or duties as requested by the President and/or the Executive Board.
- 5.11.03 No person employed by the Local Union or the National Union, CAW, shall hold any office in the Local Union.
- 5.11.04 Any Officer who is unable to fulfil their duties for a significant period of time due to an absence for Long Term Disability, GIDIP, Maternity or Parental Leave may, at the discretion of the Executive Board, be temporarily filled by appointment until such time as the elected Officer can return to fulfil their duties.

SECTION 12 - EXECUTIVE ASSISTANTS

5.12.01 Executive Assistants shall be appointed by the Executive Board. These positions will be reviewed after Executive Board elections and further reviewed as required by the Executive Board. Two assistants will be hired primarily to service the units outside of Air Canada (e.g. Jazz and other units). Additional Assistants may be hired as determined by the Executive Board. At all times at least one Assistant will be fully bilingual available to service members in the official language of their choice.

ARTICLE 6 - MEETINGS

SECTION 1 - CONVENTION AND SPECIAL MEETINGS

- 6.1.01 The supreme governing body of the Local Union shall be the delegates in Convention and Special Meetings. The Convention shall be held within the first one hundred and eighty (180) days of each third year. Notice of the precise time and place of the Convention as determined by the Executive Board, shall be sent to each District Chairperson at least six (6) weeks in advance of the meeting date. The location of the Convention will be decided by the Executive Board and where possible, is to be rotated. Simultaneous translation will be provided at all Conventions and Special Meetings.
- 6.1.02 Districts whose active membership is one hundred or less as of December 31st of the year preceding Convention or Special Meeting shall be represented by the District Chairperson or alternate.
- 6.1.03 (a) Districts whose active membership is over one hundred as of December 31st of the year preceding Convention or Special Meeting shall be represented by the District Chairperson or alternate and an additional delegate from amongst the District Officers for every one hundred (100) members or part thereof.
- (b) The Executive Board may invite additional delegates with voice but no vote.
- (c) Observers may attend, but may not claim expenses and shall have no rights to vote or address the convention.
- (d) If there is a greater number of District Officers than delegate entitlement, the membership at the District shall elect from the District Officers who are willing or able to attend Convention or Special Meeting.
- (e) The Executive Board has the authority to approve any vacant delegate positions from the Members at Large in each District.
- 6.1.04 (a) Bargaining Committee members from each unit shall be included, with voice and vote, to Convention and Special Meetings.

- (b) The number of Bargaining Committee delegates will be in accordance with Article 4.14.03.
 - (c) Officers holding the dual role of Bargaining Committee and District Chairperson shall attend as a delegate in accordance with Articles 6.1.02 and 6.1.03.
- 6.1.05 The primary function of the Convention is to receive a detailed accounting from the Executive Board of the conduct of the business and affairs of the Local Union for the preceding three (3) years.
- 6.1.06 Without limiting the generality of the foregoing, there shall be placed before the Convention, the following reports:
 - (a) The report of the President, summarizing the previous three (3) years' general activities, including those of the Executive Board.
 - (b) The report of the Board of Trustees including audited financial statements so as to provide for presentation of the entire financial situation for the three (3) preceding fiscal years together with the auditor's report for the same period.
- 6.1.07 Resolutions from Districts, the Executive Board, Trustees and Local Committees, for inclusion in the agenda of the Convention may be forwarded to the headquarters of the Local Union at any time, but not later than January 1st of the same year as the Convention. No resolution received after this time shall be considered without the approval of two-thirds (2/3) of the delegates in attendance at the Convention.
- 6.1.08 All of the reports and resolutions referred to in Article 6.1.06 and 6.1.07 hereof shall be included in the complete agenda to be circulated to delegates at least twenty one (21) calendar days prior to the Convention.
- 6.1.09 Two-thirds (2/3) of the delegates registered at a Convention or Special Meeting shall constitute a quorum. The President or his or her designate shall act as Chairperson at all sessions.
- 6.1.10 Delegates registered at Convention and Special Meetings shall each have one (1) vote. Members of the Executive Board and Board of Trustees who are registered at the Convention or Special Meeting shall each have one vote.

- 6.1.11 In the case of a tie, the Chairperson shall cast the deciding vote.
- 6.1.12 At Convention and Special Meetings, questions shall be decided by a show of hands on the basis of one (1) vote per delegate. A roll call vote or standing vote may be ordered by the Chairperson if the required majority is not clearly indicated by a show of hands or be demanded by one-third (1/3) of the delegates in attendance at the meeting.

SECTION 2 - DISTRICT MEETINGS

- 6.2.01 Each District, or with the mutual agreement of the respective District Chairpersons, a group of Districts shall conduct a meeting(s) not later than December 15th of the year preceding the Convention in order to provide members with the opportunity to propose motions for inclusion in the agenda as set forth in Article 6.1.07.
- 6.2.02 Each District shall conduct membership meetings on a regular basis. In any event, each District shall conduct a membership meeting at least every three (3) months, excepting that, if petitioned by a majority of the District or location members, then a District or location membership meeting shall be established within (14) calendar days after the petition has been received by the District Chairperson. In no instance shall the meeting be held later than thirty (30) calendar days after the receipt of the petition.
- 6.2.03 Districts shall conduct a meeting to consider matters pertinent to contract negotiations to enable proposals to be received by the Local Union Headquarters at least three (3) months prior to the expiry date of the contract. However the foregoing does not preclude proposals being forwarded any time prior to that date.
- 6.2.04 The District Chairperson shall ensure that contract ratification and other necessary District meetings are conducted in order to provide for the proper conduct of the Local Union business within his/her District.
- 6.2.05 At District meetings, all active members in attendance shall have one (1) vote.
- 6.2.06 At District meetings, only members may attend and any person may be challenged by a District Officer for proof of membership. The District

Chairperson, or his/her alternate, as Chairperson for the District meeting, may permit a non-member to attend the District meeting.

SECTION 3 - LOCAL 2002 COUNCIL MEETINGS

- 6.3.01 The meetings of the Local 2002 Council shall be called by the President on at least twenty-one (21) calendar days' written notice to each member of the Council.
- 6.3.02 The Local 2002 Council shall meet annually, except in the year of the Triennial Convention, for the purpose of education and information exchange, at such times and locations as determined by the President. Wherever possible these meetings will be rotated through the Regions. Simultaneous translation will be provided.
- 6.3.03 With pre-approval of the Executive Board, observers may attend but may not claim expenses and shall have no rights to vote or address the Council.

SECTION 4 - RULES AND ORDER OF BUSINESS

- 6.4.01 The most recent edition of Bourinot's Rules of Order shall govern the conduct of all meetings of the Local Union, and the following usual order of business shall be observed:
- (a) calling meeting to order;
 - (b) adoption of the agenda (orders of the day);
 - (c) reading and approval of previous minutes;
 - (d) unfinished business;
 - (e) reports of Committees, standing and special;
 - (f) new business;
 - (g) any other business;
 - (h) adjournment.

SECTION 5 - RATIFICATION OF COLLECTIVE AGREEMENT

- 6.5.01 All negotiated collective agreements between bargaining units of the Local Union and the Company(s) must be put to a ratification vote of those members whose collective agreement is under negotiation.

Prior to the ratification vote being held, the Local Union shall make available to the members whose collective agreement is under negotiations, a Memorandum of Agreement detailing all changes that have been negotiated.

The Local Union will provide Districts with assistance to conduct ratification meetings when and as requested by the Districts, and District Chairpersons shall schedule such meetings to ensure maximum participation of the members.

Voting will take place at each ratification meeting. Each person covered by the collective agreement including those who are laid off awaiting recall shall have one (1) vote. The voting procedure will be determined by the Bargaining Committee.

6.5.02 A collective agreement shall be considered ratified with a simple majority of votes cast.

6.5.03 Strike action may not be called without having a strike vote meeting where the question shall be put to a vote of members in good standing of the bargaining unit. Such meeting shall be conducted as per Article 6.5.01. Each member in good standing in the bargaining unit is allowed one (1) vote.

6.5.04 For strike action to be initiated, a two-thirds (2/3) majority of votes cast shall be required, unless a different ratification procedure has been approved under the terms of Article 45, Section 1 of the Constitution.

6.5.05 The Local Union shall furnish the appropriate District Chairperson with bilingual standard ballots in order that they may conduct a vote as outlined in Article 6.5.01 and 6.5.03.

6.5.06 Following the release of results of a strike/ratification vote, all ballots cast must be retained in a confidential and secure manner for a period of one (1) year.

ARTICLE 7 - FINANCES, EXPENSES & SALARIES

SECTION 1 - GENERAL

- 7.1.01 The fiscal year shall run from January 1st to December 31st of each year.
- 7.1.02 No money shall be drawn from the treasury except in accordance with these Bylaws and the CAW Constitution.
- 7.1.03 All bills, notes, cheques or other negotiable instruments of the Local Union shall be issued in the name of the Local Union.
- 7.1.04 All officers, appointees and employees of the Local Union who have access to the Local Union funds shall be bonded.
- 7.1.05 The President and the Financial/Recording Secretary shall be the signing officers for the Local Union.

SECTION 2 - EXPENSES

- 7.2.01 The President, members of the Executive Board, full-time Bargaining Committee members, full-time Coordinator(s) (e.g. Health & Safety), Human Rights Coordinator, Executive Assistants and District Chairpersons shall receive an allowance to cover daily in-town expenses as follows:

(a) President	\$250.00/ month
(b) Financial/Recording Secretary	\$200.00/month
(c) Vice-Presidents	\$100.00/month
(d) Bargaining Committee	
- Full-time	\$200.00/month
- Standing Non-fulitime	\$ 50.00/month
(e) District Chairpersons:	
- 1- 50 members	\$ 40.00/month
- 51- 200 members	\$ 80.00/month
-201-500 members	\$120.00/month
-501+	\$150.00/month
(f) Full-time Coordinator(s)	\$200.00/month
(g) Human Rights Coordinator	\$100.00/month

- (h) Jazz Health and Safety Coordinators \$100.00/month
- (i) Executive Assistant(s) \$200.00/month

7.2.02 Expense claims for amounts in excess of the above allowances shall be reimbursed upon approval of an expense claim along with satisfactory receipts for such expenditures. Advances for such expenses may also be issued with the approval of the Financial/Recording Secretary.

7.2.03 Expense claims for the President, Vice-Presidents, full-time Bargaining Committee members, Chairpersons and members of all committees, full-time Union Coordinator(s) and Human Rights Coordinator(s) and employees of the Local Union shall require the approval of the Financial/Recording Secretary.

7.2.04 Expense claims for the Financial/Recording Secretary shall require the approval of the President.

7.2.05 Expense claims for District Officers shall be submitted to the appropriate Vice-President for approval within (60) calendar days of such expenses being incurred, along with necessary receipts. The appropriate Vice-President shall forward all approved expense claims to the headquarters of the Local Union for payment to the claimant.

7.2.06 A petty cash fund of up to two hundred dollars (\$200.00) to cover day-to-day expenses shall be placed at the disposal of the Financial/Recording Secretary of the Local Union. Reimbursement shall be made upon presentation of a substantiated expense claim along with applicable receipts.

7.2.07 Allowable expenses for approved union business shall be established by delegates to Convention/Special Meeting and may be amended by the Executive Board.

Allowable expense guidelines in accordance with Local 2002 policy shall be:

- (a) Out of town per diem \$80.00 (breakfast \$20.00; lunch \$20.00; Supper \$40.00).
- (b) In town per diem \$30.00 when on approved union business away from his/her normal place of work or residence.
- (c) Hotel accommodation.

- (d) Telephone/fax charges for Local Union business.
- (e) Telephone to place of residence.
- (f) Approved time devoted to the Local Union's business on scheduled days off from the company shall be compensated at the rate of \$20.00 per hour to a maximum of \$160.00 per day.
- (g) Transportation costs and mileage at \$.40 per km where pre-approved.
- (h) The Local union will pay reasonable child care expenses (receipts required) while on approved Union business, if such expenses would not have been incurred during a normal work schedule. Pre-approval is required.

7.2.08 Expense claims must be submitted on the approved Local Union expense forms and be supported with receipts.

7.2.09. Education costs and expenses incurred by members may be absorbed by the Local Union upon pre-approval from the Executive Board.

SECTION 3 - SALARIES

7.3.01 The President's salary shall be \$92,344.00 as of June 01, 2008 and shall be adjusted annually by 3%.

7.3.02 The Financial/Recording Secretary salary shall be \$69,258.00 as of June 01, 2008 and shall be adjusted annually by 3%.

7.3.03 Vice-Presidents shall be paid a flat rate of \$320.00 per month.

7.3.04 Full-time Bargaining Committee members shall be paid a flat rate of \$320.00 per month.

7.3.05 Executive Assistants shall be \$67,719.00 as of June 01, 2008 and shall be adjusted annually by 3%.

7.3.06 Employees of the Local Union shall be paid salaries as approved by the Executive Board.

SECTION 4 - INVESTMENT

7.4.01 The Local Union's power of investment shall be exercised by the Executive Board officers and shall be in accordance with the policies of the Constitution of the CAW.

SECTION 5 - REAL PROPERTY

7.5.01 Should the Local Union purchase real estate; it shall be held in the name of a non-share capital building corporation. The Directors of the Corporation shall be the Executive Board officers who hold office from time to time.

ARTICLE 8 - POLICY AND ADMINISTRATIVE MANUALS

- 8.1.01 A policy Manual containing policies of the Local Union and an Administration Manual shall be established and maintained by the Executive Board setting forth methods of conducting the affairs of the Local Union. Where the provisions of these Manuals are at variance with these Bylaws or the CAW Constitution, the Bylaws and the CAW Constitution shall take precedence. Such manuals shall be made available to all Officers of the Local Union upon request.

ARTICLE 9 - AMENDMENTS

- 9.1.01 These Bylaws may only be amended by a two-thirds (2/3) majority of the votes cast by the delegates at a Convention or Special Meeting. All amendments to these Bylaws shall be published within a reasonable period following adjournment of the Convention or Special Meeting and shall be available to the membership upon request.
- 9.1.02 The minutes of the Convention or Special Meeting will be made available to the union officers and Trustees in the two (2) official languages within six (6) months following adjournment of the Convention or Special Meeting.

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