



**BY-LAWS for  
UNIFOR LOCAL 7378  
SUNWING UNIT**

# INDEX

Preamble .....	3
ARTICLE 1 - NAME .....	3
ARTICLE 2 - UNION STATUS .....	3
ARTICLE 3 - CONSTITUTION AND BY-LAWS .....	3
ARTICLE 4 - FISCAL YEAR .....	3
ARTICLE 5 - MEMBERSHIP .....	3
ARTICLE 6 - MEMBERSHIP MEETINGS .....	<a href="#">5</a>
ARTICLE 7 - POWERS OF ADMINISTRATION .....	<a href="#">6</a>
<u>ARTICLE 8 - LOCAL UNION OFFICERS .....</u>	<a href="#">7</a>
ARTICLE 9 - BASE REPRESENTATIVES .....	<a href="#">9</a>
ARTICLE 10 - COMMITTEES .....	<a href="#">10</a>
ARTICLE 11 - CONFIDENTIALITY AND PRIVACY .....	<a href="#">11</a>
ARTICLE 12 - CODE OF CONDUCT .....	<a href="#">11</a>
ARTICLE 13 - BARGAINING COMMITTEE .....	<a href="#">12</a>
ARTICLE 14 - TREASURY TRUSTEE COMMITTEE .....	<a href="#">12</a>
ARTICLE 15 - ELECTION COMMITTEE, ELECTIONS, REFERENDA .....	<a href="#">13</a>
ARTICLE 16 - ATTENDANCE RULES for ELECTED COUNCIL OFFICERS .....	<a href="#">15</a>
ARTICLE 17 - AUDITS .....	<a href="#">16</a>
ARTICLE 18 - FINANCES .....	<a href="#">17</a>
ARTICLE 19 - DELEGATES FROM LOCAL .....	<a href="#">20</a>
ARTICLE 20 - REVIEW OF DECISIONS .....	<a href="#">20</a>
ARTICLE 21 - STRIKES AND STRIKE COMMITTEE .....	<a href="#">20</a>
ARTICLE 22 - LOCAL ASSET HANDLING .....	<a href="#">20</a>
ARTICLE 23 - AMENDMENTS .....	<a href="#">21</a>

## **PREAMBLE**

When mentioned the “Local” refers to UNIFOR Local 7378 Sunwing Unit.

When mentioned the “Constitution” refers to UNIFOR Constitution.

Wherever in these By-Laws a pronoun is used it refers equally, where the reference is applicable, to both men and women in the singular and in the plural.

## **ARTICLE 1 - NAME**

1.1 This Organization shall be known as UNIFOR Local 7378 Sunwing Unit.

## **ARTICLE 2 - UNION STATUS**

2.1 The objectives of the Local include:

- A. The regulation of labour relations and collective bargaining between Sunwing Airlines and the Pilots of Sunwing Airlines.
- B. To advance the social and economic welfare of all Sunwing Airline Pilots.
- C. To improve and regulate all working conditions for Sunwing Airline Pilots.
- D. To maintain viable and meaningful relations between the Employees and Employer.
- E. To represent, protect, maintain and advance the interests of each and every Member of the Local regardless of race, creed, colour, age, sex, nationality, ancestry or place of origin.
- F. To promote and maintain the highest standard of flight safety, skill and professionalism within the aviation industry.

## **ARTICLE 3 - CONSTITUTION AND BY-LAWS**

3.1 The Constitution of the Local shall be the Constitution of UNIFOR National. These By-Laws shall be in all respects subordinate to said Constitution and all applications and interpretations thereof.

## **ARTICLE 4 - FISCAL YEAR**

4.1 The fiscal year of the Local shall begin on January 1 and end on December 31.

## **ARTICLE 5 - MEMBERSHIP**

5.1 The Local shall be composed of workers eligible for Membership in UNIFOR, over whom the Local has jurisdiction.

- 5.2 Those workers shall include all Pilots employed by Sunwing Airlines and holding a number on the Pilots Master Seniority List.
- 5.3 All the Local Members in good standing shall be eligible to vote, participate and hold Office within the Local.
- 5.4 All the Local Members will be required to pay monetary dues as per ARTICLE 15 Section G of the UNIFOR National Constitution to be considered a Member in good standing. Additional details are outlined in ARTICLE 18 of these By-Laws.
- 5.5 Each Member in good standing of the Local has the right to nominate and vote, express opinions on all subjects before the Local. To attend all Membership meetings and express views, arguments and opinions on all matters and business, including candidates for Executive Council Office before the meeting. To meet and assemble freely with other Members and to participate in the activities of the Local in a responsible manner consistent with good conscience in order to present and discuss factually and honestly the issues upon which the Membership must base its decisions. These rights shall at all times be subject to the Rules of Procedure governing meetings and other rules and regulations contained in the Constitution, By-Laws, [Bourinot's Rules of Order](#) and other official rules of the Local.
- 5.6 A Member in exercising the foregoing rights and privileges shall not take any irresponsible action which would tend to jeopardize or destroy, or be detrimental to, either the Local or National Union as Organizations, or their free democratic heritage, or which would interfere with the performance by the Local or the National Union of its legal or contractual obligations as a Collective Bargaining Agent, or interfere with the legal or contractual obligations of the Local as an affiliate of the National Union.
- 5.7 The Membership shall strive to obtain the objectives set forth in the Constitution and additional objectives as established as the policy of the National Union. To maintain free relations with other Organizations. To do all in its power to strengthen and promote the labour movement. To co-operate with National Board Members, the National Representatives and help promote organizational activities.
- 5.8 In the event the Local disbands, all assets held by the Local will be returned to the current Membership. Members not in good standing will not be eligible to receive any share of the reimbursement. Any assets will be divided and disbursed respecting the length of time one has been a Member of the Local based on a formula to be determined by the current Executive Council at the time of disbanding.

5-85.9 Violation, or abuse of these rights and privileges of membership, or engaging in conduct prohibited by this section, may be grounds for the commencement of a charge against a Member pursuant to Article 18 of the Unifor National Constitution.

---

## **ARTICLE 6 - MEMBERSHIP MEETINGS**

- 6.1 A Regular general meetings of the Membership of the Local shall be held twice once annually in or around the months of April and November, at a time, date and place to be determined by the Executive. Thisee shall be known as the "Annual General Meetings" or AGM. The physical location of the AGM shall change each year by following a rotation schedule through every Sunwing Airlines Permanent Base and shall be broadcast via a means that allows all Members to attend and participate electronically. A series of regular meetings of the Membership shall be held in or around the month of November at each Sunwing Airlines Permanent or Seasonal Base, at a time, date and place to be determined by the Executive.
- 6.2 A Special Meeting of the Local Membership may be called by the Executive Council if it deems such action necessary. A Special Meeting may also be called by the Membership if no less than fifteen percent (15%) of the total Members in good standing make this request to the Executive Council in writing. The Executive Council will send out notice of any Special Meeting, stating the purpose of such meeting, by the best available means. No other business will be transacted at the Special Meeting other than that for which it was called.
- 6.3 Seven percent (7%) of the total Members in good standing shall constitute a quorum for any General or Special Meeting. No meeting shall be called to order unless such quorum is present. A Member in good standing attending the meeting via electronic means may be counted towards quorum provided the electronic means provides live video of the Member's face and provides a means for the Member to interact with the Executive throughout the duration of the meeting and participate in voting.
- 6.4 As per ARTICLE 8.2 B), the President will Chair all General and Special Meetings. It is provided that any Member requesting the floor during said meetings shall make that request by first stating his name.
- 6.5 All General Meetings shall have as a minimum on its agenda the following:
- A. Call to Order/Welcome
  - B. Attendance/Quorum
  - C. Agenda
  - D. Guests
  - E. Minutes from Previous Meeting
  - F. Business Arising from Previous Meeting
  - G. Motion to Accept Minutes from Previous Meeting
  - H. Committee Reports
  - I. Financial Secretary's Report. This report shall contain at a minimum:
    - i. A statement of total dues received, total expenses, net surplus/deficit as well as a further breakdown of expenses by type and an outline detailing large expenses.
    - ii. A statement of the net assets including investments.
    - iii. A five (5) year trend outlining per capita dues, expenses, surplus/deficit.

iv. The total use of PMTG in the previous year(s) with a statement of surplus/deficit going forward.

±v. Any other items as required in these by-laws.

J. New Business

K. Adjourn Meeting

6.6 No Referendum shall be held at a General meeting or Special meeting except for those required for General or Special Meeting Protocol.

6.6.1 Items requiring Referenda, including Elections (ARTICLE 15) and By-Law Amendments (ARTICLE 23) will be discussed under ARTICLE 6.5 J) New Business and be voted upon according to ARTICLE 15.7.

6.7 During the fall, in or around the month of November, there shall be an annual meeting of the Committee Chairs, or their designate, at a time and place to be determined by the Local Executive. The purpose of this meeting will be for the MEC to be briefed by the Committee Chairs on the preceding year, to discuss future work, to take questions and to resolve outstanding issues. An appropriate electronic means of attending the meeting shall be acceptable. Committee Chairs, or their designate, must attend each annual meeting unless officially excused with cause by the President of the Local Executive.

6.7.1 The annual meeting will be chaired by the President of the Local Executive. An agenda will be made available in advance by the President. Each Committee Chair will present their data followed immediately by a question period for each Chair.

6.7.2 As part of the annual meeting, the Financial Secretary will produce a PMTG budget for the following calendar year with input from all Committee Chairs and the MEC.

6.8 Any Member who attends a meeting under the influence of alcohol or drugs and/or creates a disturbance, or becomes unruly shall lose voice and their right to vote at said meeting. Where necessary to maintain order, the Member may be evicted from the meeting by order of the Chairperson subject to the challenge of the membership. Flagrant or persistent violation of this section by any Member shall be conduct unbecoming a Union Member.

## **ARTICLE 7 – POWERS OF ADMINISTRATION**

7.1 The Membership is the highest authority of the Local and shall be empowered to take or direct any action not inconsistent within the ARTICLES of the UNIFOR Constitution and the ARTICLES of the By-Law.

7.2 Between Membership meetings, the Executive Council shall be the highest authority of the Local and shall be empowered to act on behalf of the Membership to the extent urgent business requires prompt and decisive action, subject to subsequent Membership approval, but the Executive Council may not take action affecting the vital interests of the Local without prior Membership approval.

- 7.3 Between meetings of the Executive Council, the President shall exercise general administrative authority and shall be empowered to act on behalf of, and take action permitted, to the Executive Council subject to subsequent approval of the Executive Council.
- 7.4 Any Letter of Understanding (LOU) negotiated with the Company, which changes the working conditions according to the Collective Bargaining Agreement must be ratified by the Membership by means of electronic vote prior to being approved by the President of the Local.

## **ARTICLE 8 - LOCAL UNION OFFICERS**

- 8.1 The UNIFOR Local 7378 Sunwing Unit Executive Council shall be comprised of the following Officers:
- President
  - Vice-President
  - Financial Secretary
  - Recording Secretary

The duties of each Executive Council Officer will be as follows:

### **8.2 President**

- A. Representing the Local at all functions requiring representation.
- B. Presiding over the Local Executive Council, Special and General Meetings.
- C. Informing the Local's Members of all decisions reached by the Executive Council.
- D. Establishing/appointing Committees as required.
- E. Transacting any other business that may pertain to the office and which may be necessary to the proper function of the Local.
- F. Acting as a Primary signatory of the Local's accounts, notwithstanding 18.2.6.
- G. Performing all other duties and powers as are provided in these By-Laws and the Constitution.

### **8.3 Vice-President**

- A. Performing the functions of the President when the President is unavailable.
- B. In the event of the resignation of the President, performing all his duties until such vacancy is filled by the next General Election.
- C. Protecting the Rights of the Local's Members by watching over the Collective Agreement, seeing that the terms of the Contract and Labour legislation for the workplace are lived up to; and working to build and keep the Union strong, giving leadership and guidance to Members.
- D. Acting as a Secondary signatory of the Local's accounts, notwithstanding 18.2.6.
- E. Performing all other duties and powers as are provided in these By-Laws and the Constitution.

#### 8.4 **Financial Secretary**

- A. Maintaining the accounts. This includes paying bills, record-keeping of the dues collected et alia.
- B. Responding to the Treasury Trustee Committee when requested.
- C. Providing financial reports to UNIFOR National upon formal request.
- D. Maintaining financial records using the UNIFOR LAS.
- E. Providing Financial Reports at General Meetings.
- F. Acting as a Primary signatory of the Local accounts, notwithstanding 18.2.6.
- G. Performing all other duties and powers as are provided in these By-Laws and the Constitution.

#### 8.5 **Recording Secretary**

- A. Recording the minutes of all meetings.
- B. Coordinating all correspondence and communications.
- C. Providing the Secretary Treasurer of the National Union, the names and addresses of all the Local Executive Council Officers.
- D. Notifying the Secretary Treasurer of the National Union and keeping a record of all Members initiated, suspended, expelled, deceased, transferred in or out or reinstated. Keep a complete record of all active Members of the Local, including the date of initiation, the date and cause of suspension or expulsion, the date of reinstatement, the date of death, home address and any other information needed to keep a record of the history of a person's Membership.
- E. Making available to each Member a copy of the Constitution and By-Laws.
- F. Keeping an inventory of all the Local's property.
- G. Performing such other duties as may be assigned by the Executive Council.
- H. Keeping physical records that are submitted by Committees for a required period of time as stipulated by the UNIFOR Constitution.
- I. Acting as a Secondary signatory of the Local's accounts, notwithstanding 18.2.6.
- J. Performing all other duties and powers as are provided in these By-Laws and the Constitution.

8.6 Executive Quorum - Each Executive Council Officer will have one (1) vote. All four (4) elected Officers of the Executive Council are required to constitute a quorum at an Executive Council meeting, and such quorum shall have the power to transact all business of the Executive Council. Officers of the Executive Council shall endeavor to meet monthly whenever possible. Such meetings may be held in person, by online application (example - Skype), or by telephone conference.

8.7 The President may call Special Meetings of the Executive Council when required, and must convene a meeting when called upon by any two (2) Officers of the Executive Council.

8.8 The Executive Council shall conduct the affairs of the Local between General Meetings.

- 8.9 The Executive Council shall have the right to engage the services of any Professional or expert to assist it in taking such steps as may be necessary to protect the interest of the Members of the Local.
- 8.10 The Local shall reimburse any elected Executive Council Officer for reasonable expenses incurred due to Union business in accordance with ARTICLE 18.2 of these By-Laws.
- 8.11 No Executive Council Officer shall use his position of authority, use the UNIFOR Local 7378 Sunwing Unit name, or use any of its property or equipment, outside the Local without prior and specific authorization of the Executive Council.
- 8.12 No Officer or Committee Member of the Local shall be subject to any liability as a result of carrying out of his duties in good faith. The Local shall indemnify and save harmless any Member from any damages or legal expenses that may be incurred as a result of carrying out his duties in good faith, under these By-Laws and the Constitution.
- 8.13 In the event any vacancy is created in the Executive Council either by the resignation or removal of an elected Executive Council Officer, or the promotion of the Vice-President to President as per ARTICLE 8.3 B) or a new position created on the Executive Council, the Executive Council shall be empowered to appoint a successor and or a new Executive Council Officer. Such appointee may hold office until the next general election held in accordance with ARTICLE 15 of these By-Laws.
- 8.14 The Executive Council shall be bound by the highest possible standards of ethics, democratic practice and personal conduct.
- 8.15 The Executive Council shall abide by and uphold ARTICLE 12 Code of Conduct and the references within it.

## **ARTICLE 9 - BASE REPRESENTATIVES**

- 9.1 Base Representatives at each permanent and seasonal base may be appointed by the Executive Council.
- 9.2 The duties of each Base Representative will be as follows:
- To assist the Executive Council Officers in any capacity required by the Local.
  - To coordinate and distribute any information or documents to the Membership in the respective bases of responsibility.
  - To act as a liaison between the Executive Council Officers and the Members of the respective base of responsibility.

## **ARTICLE 10 - COMMITTEES**

10.1 The Bargaining Committee, Election Committee and Treasury Trustee Committee shall be elected by the Members.

10.410.2 The Local shall provide for such other standing Committees and, from time to time such special Committees, as may be proper and necessary to conduct the business of the Local.

10.210.3 In establishing such other Committees, the duties of a Committee must be established prior to its formation. Such Committees shall not be permitted to exercise functions belonging to other Committees and shall not make or authorize expenditures without prior approval of the Executive Council.

10.310.4 Such Committees shall perform all duties assigned to them by the Constitution and By- Laws and such additional duties as they may be directed to perform by the Executive Council or the Membership.

10.410.5 The President shall be an ex-officio Member of all Committees except for the Election Committee and the Treasury Trustee Committee. Members that serve as ex officio members have all the rights and obligations of the board or committee that they serve on. This includes the right to discuss, debate, make decisions and vote. Ex-officio members will not be included in quorum.

10.510.6 Unless otherwise determined by the Executive Council, each Committee shall act by a majority of the Members of such Committee. Committees shall elect their own Chairperson and Secretary and may adopt such rules of procedure and keep records of its proceedings, as it shall determine consistent with the provisions of the Constitution and the By-Laws.

10.610.7 All Committees will report to the Executive Council, their findings and recommendations as required, prior to their report being made available to the Membership.

10.710.8 The formation of all Committees will be published and advertised to the Membership, with an effective closing date. All Committees will be formed on a volunteer basis with specified Terms and Conditions. The Members of all Committees, except for the Elections Committee, Treasury Trustee Committee and Bargaining Committee, will be determined from the group of volunteers of the Membership, by Executive Council vote.

---

## **ARTICLE 11 - CONFIDENTIALITY AND PRIVACY**

- 11.1.1 Each Local Executive Officer, Committee Member or Member tasked with official Union business is responsible to maintain the confidentiality of any information gained through the performance of his duties, except in circumstances where disclosure is authorized or legally mandated. This extends not only to information concerning the administration or condition of the Local's affairs but also to the general information pertaining to Local internal matters which are intended to remain confidential or privileged. It is the responsibility of each Local Executive Officer, Committee Member or Member tasked with official Union business to know what information is confidential and to obtain clarification when in doubt.
- 11.1.2 A Local Executive Officer's, Committee Members's' or Member tasked with official Union business' responsibility to maintain strictest confidentiality with respect to Local internal matters applies at all times during his appointment as a Local Executive Officer, Committee Member or Member tasked with official Union business and continues after his term has ended.
- 11.1.3 The responsibility for maintaining the confidentiality of information or documents includes the responsibility for ensuring that such information or documents are not purposely nor negligently made available to unauthorized persons.

### **11.2 Breach of Policy**

- 12 11.2.1 Any breach of any provision of this Policy by a Local Executive Officer, Committee Member or Member tasked with official Union business may be grounds for the Chair of the pertaining Committee or the Executive Council to suspend the Committee Member from attending meetings and conducting official Union business or for the Executive Council to rescind the Committee Member's appointment or the Member's ability to be tasked with official Union business.

## **ARTICLE 12 - CODE OF CONDUCT**

- 12.1 Members of the Local Executive, all Committees, and those tasked with official Union business have a responsibility to conduct themselves in a manner that does not compromise the ability of the Local to accomplish its mandate or undermine the Memberships confidence in the ~~Committee~~ Member's ability to discharge his responsibilities properly. It is expected that a Local Executive Officer, Committee Member or Member tasked with official Union business will:
- Perform his duties and responsibilities in such a manner that the Memberships confidence and trust in his honesty, integrity, fairness, and good faith are conserved and enhanced.
  - Not gain an improper advantage through information derived from his association with the Local Executive, Committee or official Union business.
  - Dress in business attire while conducting Union business in the public eye.

12.2 In accordance with ARTICLE 18.2.7, the Annual Expense Code of Conduct produced by the Local Executive shall include policy and/or expenditure limits as well as policy governance guidance in the following expenditure policy areas at a minimum:

- A. Per Diem
- B. Mileage/Gas
- C. Hotels
- D. Air Fare
- E. Local 7378 Social Events
- F. Meetings of the Membership
- G. Food and Beverage, Including Alcohol
- H. Supplies/Tools of the Trade
- I. Transportation
- J. Use of Credit Card Loyalty Reward Redemptions (If Any)
- K. Other Expenses Not Specifically Covered Under The Code of Conduct

### **ARTICLE 13 – BARGAINING COMMITTEE**

13.1 The appointment of the Bargaining Committee shall be as set forth in the UNIFOR Constitution.

13.2 The Bargaining Committee shall consist of three (3) elected Members.

### **ARTICLE 14 – TREASURY TRUSTEE COMMITTEE**

14.1 A Treasury Trustee Committee will be elected by the Membership and shall serve synonymously with the elected Executive Council Officers. The Treasury Trustee Committee will be comprised of ~~at least~~ two (2) Local Members in good standing.

14.2 The Local Executive Council Officers shall provide to the Treasury Trustees, all the necessary information they require to fulfill their responsibility to protect the assets of the Local. Audits should be quarterly but at a minimum semi-annually. For the purposes of compliance with the Constitution, the requirement of an annual audit by a professional Chartered Accountant shall be governing.

14.3 Local Treasury Trustees have no signing authority.

14.4 Local Treasury Trustees shall act with autonomy. No person shall impede or constrain the Treasury Trustees in the performance of their duties.

14.5 Local Treasury Trustees shall be notified by the Local Executive Council Officers with seventy-two (72) hours of any financial transaction totaling over \$10,000.

14.6 Local Treasury Trustees shall be notified by the Local Executive Council Officers a minimum of seventy-two (72) hours prior to a new financial account being opened, an account being permanently closed and the issuance of any new banking or credit

[cards.](#)

[14.414.7](#) Local Treasury Trustees shall be notified of any credit card that will have pre-authorized payments initiated by the bank and in all cases monthly credit card statements will be sent to the committee for review.

## **ARTICLE 15 – ELECTION COMMITTEE, ELECTIONS, REFERENDA**

[15.1](#) A Standing Election Committee will be elected by the Membership and shall serve synonymously with the elected Executive Council Officers. No Member who holds elected office or is intending to run for elected office can be a Member of the Election Committee.

[15.115.2](#) The Election Committee will be comprised of three (3) Local Members in good standing. This Committee may appoint any additional Members as required for clerical duties associated with the election. The Election Committee will be formed in December preceding an election year.

[15.215.3](#) The Election Committee shall also conduct other elections which a Standing Election Committee must constitutionally conduct during the period of the Committee's tenure which would be synonymous with the two (2) year term of the elected Executive Council Officers. Such elections include the election of the Bargaining Committee, the Treasury Committee and the next Election Committee.

[15.315.4](#) The Election Committee shall be called upon to conduct referenda as required by the Executive Council. Such referenda shall include but not be limited to, the ratification of the Collective Agreement and the amendment of the Local By-Laws.

[15.415.5](#) The Election Committee will enforce the right to vote of the Members and shall see that such right is not interfered with or hindered by anyone.

[15.515.6](#) Only Members of the Local in good standing will be eligible to vote in elections and Referenda.

[15.615.7](#) Due to the geographical diversity of the Sunwing Pilot group all Elections, By-Law amendments and Referenda shall held by means of an online electronic voting system.

[15.715.8](#) Nominations prior to an election shall be made using an electronic system.

[15.815.9](#) Members must be notified at least seven (7) days in advance of the start of the electronic nomination period. Nominations shall be open to the Membership for a minimum period of seven (7) days. There must be at least one (1) day between the end of the nomination and the start of the election period.

[15.915.10](#) All electronic elections and Referenda shall be open to the Membership for a

minimum of seven (7) days.

15.11 Nomination and election processes will be determined by the Election Committee taking into account the best means for disseminating information and obtaining secure votes by the Members.

15.12 The election of a candidate shall be by a majority of votes cast. Where it is necessary, any number of run-off votes may be conducted if required until a candidate is elected with a majority. Run-off elections shall be conducted under the following rules:

- A. The Election Committee shall determine the method of the run-off election and the times and places of the run-off election.
- B. A run-off election shall be conducted in the same manner as the election.
- C. Where there are three candidates for a position and the two lowest vote candidates tie, there will be a run-off election between the bottom two prior to a run-off election with the top candidate until one candidate receives a majority.
- D. Where there is only one nominated candidate for an executive office, that candidate is declared elected.
- E. Where run-off elections are necessary because no candidate receives a majority, the run-off will be confined to the two (2) candidates receiving the highest number of votes for the office involved
- F. Where three (3) of the same positions are to be filled and no one candidate receives a majority, the run-off will be confined to the six (6) candidates receiving the highest number of votes. If one (1) receives a majority, the run-off will be among the candidates receiving the second, third fourth and fifth highest votes. If two (2) receive a majority, the run-off will be between those receiving the third and fourth highest votes.

~~15.10~~15.13 Despite any time limit contained in any other Policy, a request by a member for a Review of Decision concerning an election-related decision or action shall not be considered unless it is raised within seven (7) days of the closing of the polls or at the next General Meeting of the Membership, whichever is later. A request made prior to the General Meeting of the Membership must be submitted in writing to the Local Union.

~~15.11~~15.14 After an election has been held and the Standing Election Committee has rendered its report, all election records and ballots shall be turned over to the Recording Secretary for safekeeping for a minimum of one (1) year.

#### ~~15.12~~15.15 **Election of The Executive Council**

~~15.12.1~~15.15.1 It shall be the aim of the Local to elect as its Executive Council Officers, the most capable Members in the Local.

~~15.12.2~~15.15.2 All Elections shall be organized by the Standing Election Committee in accordance with the UNIFOR National Policy regarding Local Union Elections.

~~15.12.3~~15.15.3 All Executive Council Officers shall be elected for a term of two (2) years from the date of their election and hold office until new Executive Council Officers are installed. Such elections shall be held in January of an election year. The first round of the election shall be completed prior to February 1<sup>st</sup> of an election year.  
Subsequent run-off elections will commence within seven (7) days after the completion of the first round.

~~15.12.4~~15.15.4 Only Members of the Local in continuous good standing for a period of not less than one (1) year of membership, will be eligible for nomination and election to Office.

~~15.12.5~~15.15.5 The Executive Council Officers shall be elected by the Membership.

## **ARTICLE 16 - ATTENDANCE RULES for ELECTED COUNCIL OFFICERS**

16.1 When possible, all Executive Council Officers of this Local are required to attend:

- Two out of three consecutive Membership meetings unless officially excused for cause.
- Two out of three consecutive meetings other than Membership meetings expected of his respective office or position, unless officially excused for cause. [Attendance by electronic means or phone call may be used in lieu of physical presence.](#)

16.2 Failure of any elected Executive Council Officer to comply with the above attendance rules shall result in automatic removal from his respective office or position, and they shall not be permitted to run for any Executive Council Officer position for the balance of the term of office from which they were removed, except as a delegate to the Constitutional Convention.

---

## **ARTICLE 17 - AUDITS**

- 17.1 The Financial Secretary shall provide a Financial Report to the Membership at the General Meetings.
- 17.2 A Chartered Professional Accountant will perform an annual audit of the Local's financial records. The Treasury Trustee Committee will be copied on all written communications between the Chartered Professional Accountant and the Financial Secretary.
- 17.3 The Local shall submit the audit to the Secretary Treasurer of the National Union no later than three (3) months following the year-end.
- 17.4 The Financial Secretary will report the findings of the audit to the Membership at the next General Meeting following the completion of the audit, or by other means no later than four (4) months following the year end.
- 17.5 The Financial Secretary will submit all financial records of the pertaining year to the Treasury Trustee committee for audit at least twice (2) per year. At a minimum, the Trustee audits shall consist of:
- A. A review of all Credit Card, Electronic Transfer, Cheque and Cash Expenses
  - B. Access and review of the bank accounts and Unifor Local Accounting Software
  - C. A verification of the receipts of Union dues
  - D. Access and review of the tracking of PMTG days
  - E. Access to the contents of all the annual external audits by the Chartered Professional Accountant.
- 17.6 If there are inaccuracies or discrepancies disclosed by the Treasury Trustee Report or audit, the Treasury Trustee Committee has the authority to assign a legal representative or Chartered Professional Accountant to take charge of and audit all financial books, records and accounts of the Local for the respective year. Any issues of concern of the Local Treasury Trustees will be reported to the Membership at the next General Meeting, or by other means no later than four (4) months following the year end.
- 17.6.1 The Local Executive Council will be required to explain any inaccuracies or discrepancies to the satisfaction of the Treasury Trustee Committee prior to any action or communication to the Membership brought forth by the Committee.
- 17.7 If a National Union investigation or any audit indicates that any Member, alone or with others, had received or spent the Local's funds improperly or otherwise had engaged in financial misconduct, the Financial Secretary will submit written details to the Membership, and the National Executive Board. These will include the exact nature of the alleged misconduct, the amount involved and when it happened.
- 17.7.1 Prior to an audit being considered final, the Member(s) in question will be asked to repay the Local and/or given every opportunity to justify their actions to the satisfaction of the Treasury Trustee Committee or the external auditor.

17.7.2 Once actions taken as part of 17.7.1 are closed, a written report/record will be kept on file with the Treasury Trustee Committee for a minimum of three (3) years and shall be submitted to the National Executive Board, upon their request.

## **ARTICLE 18 – FINANCES**

### **18.1 Union Dues**

- 18.1.1 All Members of the Local will be subject to automatic deductions.
- 18.1.2 The automatic deductions will coincide with Sunwing Airlines current payment schedule for pilots.
- 18.1.3 UNIFOR Union dues will be deducted at 1.35% of base salary.
- 18.1.4 The Local Union may set Local Union dues higher or lower. Such amendments shall be in accordance with provisions of UNIFOR Constitution ARTICLE 15 G and ARTICLE 23 of these By-Laws.
- 18.1.5 The Financial Secretary will be responsible for tracking of dues collectioning and depositing of the dues from the Members into the Local's accounts and maintaining the Local's accounts as per the duties outlined in ARTICLE 8.4.
- 18.1.6 The Financial Secretary shall ensure that arrangements for remittance of dues to the National and the Local are established and maintained.

### **18.2 Expenses**

- 18.2.1 All expenses must be pre-approved by the Executive Council prior to being incurred through the Local approved expense/travel request form or by an email to the Treasurer stating the name, project, dates, and expected itemized expenses. The email or form will be kept on file with the matching expense form and receipts.
- 18.2.2 All expenses must be submitted with receipts, using the Local approved expense form, to the Financial Secretary, in order to be eligible for reimbursement.
- 18.2.3 The following expenses may be approved, when deemed reasonable by the Financial Secretary:

- A. Driving own vehicle - reimbursed at the UNIFOR National rate.
- B. Rental Car.
- C. Travel.
- D. Overnight accommodation.
- E. Meals.
- F. Office Supplies.
- G. Meeting Rooms.
- H. Any other expenses required to conduct the business of the Local.

18.2.4 The Financial Secretary will prepare all cheques, bank draft et alia.

18.2.5 The Executive Council Officers have the sole authority over the Local's accounts and are the sole signatories on the Local's accounts.

18.2.6 Expenses paid by means of a cheque, bank draft et alia will require signatures of two (2) Executive Council Officers. An Executive Officer cannot be a signatory on a cheque, bank draft et alia, that is made out in his name or pay the credit card assigned to himself.

18.2.6.1 A credit card cannot be paid off in the branch by account transfer by the Financial Secretary alone without the consent and acknowledgement of the Executive Council and must inform the Treasury Trustee Committee.

~~18.2.6~~18.2.7 Expenses paid out by the Local Union are not to exceed the rates as set out in the National Executive Board Policy regarding Local Union expenses. At the AGM the Executive Council shall publish to the Membership an Expense Code of Conduct as outlined in ARTICLE 12.2 that must be ratified by the Membership during the AGM or via electronic vote within seven (7) days of the AGM. If the Membership fails to ratify the Expense Code of Conduct the Executive Council shall make revisions until the Code of Conduct can be ratified via a vote.

~~18.2.7~~18.2.8 One of the signatories must be a Primary signatory, either the Financial Secretary or the President notwithstanding 18.2.6.

18.2.9 All financial records will be kept for a period not less than seven (7) years, however financial statements will be kept for the life of the Local. Electronic versions are acceptable.

~~18.2.8~~18.2.10 Expenses paid out for professional services or affiliation must be agreed upon by full consensus of the MEC and recorded in the minutes.

### 18.3 Pre-assigned Meeting Days (PMTG days)

18.3.1 PMTG Request form shall be submitted to the Executive Council no later than fourteen (14) days prior to the start of the calendar month in which the PMTG day is requested.

~~18.3.1~~18.3.2 The President and Financial Secretary have the sole authority to assign and either approve or reject PMTG day requests.

~~18.3.2~~18.3.3 The PMTG day will become part of the Local Members' block month.

~~18.3.3~~18.3.4 PMTG days shall be paid out at a rate of four (4) hours credit at regular rate.

~~18.3.4~~18.3.5 PMTG days shall not be used to increase the Members' block month credit and when awarded the Member's monthly credit shall fall within the published base credit window.

18.3.6 PMTG days cannot be backdated or assigned to a Member once the schedule is published, in adherence with 18.3.5.

~~18.3.5~~ 18.3.6.1 PMTG days can be given in a future month for work done on short notice in the two (2) previous months. This action must be communicated and explained to the Treasury Trustee Committee and approved only at the discretion of the Financial Secretary or President with due diligence given to the PMTG budget.

18.3.7 A PMTG usage summary will be provided at General Meetings.

~~18.3.8~~ PMTG days must be reconciled with the Company on a monthly basis.

18.3.9 PMTG will not be awarded on the recognized STAT holidays unless it is needed for exceptional circumstances. Prior approval by the majority of the MEC is required.

~~18.3.6~~18.4 **Investments**

18.4.1 At least once annually, in and around the Annual General Meeting, the Executive Council will review the state of long term investments and the direction to be taken.

## **ARTICLE 19 - DELEGATES FROM LOCAL**

19.1 All delegates to National Conventions, Regional and Canadian Councils shall be chosen pursuant to provisions of Article 15 Section B of the Constitution.

Delegates must be duly elected in accordance with the provisions of the National Constitution.

## **ARTICLE 20 - REVIEW OF DECISIONS**

20.1 Any person dissatisfied with the action or decision of the Local or any Representative thereof, other than the action or decision of the Membership of the Local, shall take his appeal or complaint to the Local Recording Secretary within thirty (30) days as permitted by ARTICLE 18 Section B of the National Constitution.

20.2 The Executive Council shall refer the matter to the Compliance Committee if it involves matters pertaining to the Collective Agreement. Otherwise, the Executive Council shall consider the matter itself.

20.3 Whichever of these bodies the matter is referred to, shall consult with the grievant, permit the Member full opportunity to be heard, and shall reach a decision.

20.4 Within thirty (30) days of receiving a notice of such a decision, the grievant if wishing to appeal further, shall submit his appeal to the Recording Secretary in writing for consideration by the earliest possible Executive Council meeting.

## **ARTICLE 21 - STRIKES AND STRIKE COMMITTEE**

21.1 All strikes shall be called or terminated only in strict conformance with ARTICLE 18 Section B Strike Authorization of the National Constitution.

## **ARTICLE 22 - LOCAL ASSET HANDLING**

22.1 All Executive Council Officers, Committee Members, and other Members handling funds or other property of the Local shall, at the completion of their duties, turn over all papers, documents, records, funds and/or Local property, to the properly constituted Executive Council Officers.

22.2 The return/surrendering of all Local property will be completed in a timely manner.

22.3 Unless otherwise agreed upon by the Member and the constituted Executive Council Officers in writing, ARTICLE 22.2 will be completed within two (2) weeks of completion of his duties.

## **ARTICLE 23 - AMENDMENTS**

- 23.1 An amendment to these By-Laws may be proposed by the Executive Council at any time.
- 23.1.1 ***Either*** the Members of the Local will be notified and informed of the proposed amendment prior to a General Meeting where it will be tabled and discussed. Acceptance of the proposed amendment shall be by means of an electronic vote that shall commence within seven (7) days of the meeting. A proposed amendment may also be tabled and discussed during a Special Meeting In accordance with ARTICLE 6 of these By-Laws.
- 23.1.2 ***Or*** the Members of the Local will be notified of the proposed amendment and all information pertaining to it via electronic means. All questions and discussions regarding the proposed amendment will be put forward using the Local's secure limited public forum. Acceptance of the proposed amendment shall be by means of an electronic vote that shall commence within (7) days of the notification.
- 23.2 In order for the amendment to be approved it must be supported by two thirds (2/3) or more of the Members that participate in the vote.
- 23.3 A petition by the Membership to propose an amendment to these By-Laws may be made at any time. Said petition must be endorsed by no less than fifty percent (50%) of the Members in good standing. The petition and proposed amendment must be presented to the Executive Council. The Executive Council will then follow the provisions of ARTICLE 23.1.1 or ARTICLE 23.1.2 to action the proposed amendment.
- 23.4 No affiliation, merger, amalgamation or transfer of jurisdiction of the Local shall be made without respecting the amendment procedure set forth in ARTICLE 23.1.1 or ARTICLE 23.1.2.
- 23.5 By-Law amendments voted in by the Membership will be forwarded to National for review. Upon acceptance by National the By-Law amendments will be in effect.