

**United Pilots of WestJet
(UPW)
Constitution**

United Pilots of WestJet Constitution

AMENDMENT LOG

AMENDMENT NUMBER	AMENDMENT DATE	CHANGES
000	28AUG2020	• Initial Issue
1	10APR2021	• 1 st Amendment
2	28MAY2021	• 2 nd Amendment
3	3JUL2021	• 3 rd Amendment □ By-Law amendments (Appendix 1)
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REVIEW REQUIREMENT

A review of this document is required annually, from the date it has been signed or from the last recorded amendment date.

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ACCOUNTABILITY

UPW is accountable to the pilots of WestJet through the articles of this constitution.

It also includes which people must be consulted when revising this constitution, and who must be informed when this constitution changes.

Person(s) Responsible: UPW Secretary and Treasurer

Person(s) Accountable:..... UPW Chair and Vice Chair

Person(s) Consulted:..... UPW Executive and Third-Party Consultant

Person(s) Informed of the Constitution: UPW Active Membership

APPROVALS

As the person(s) responsible for this constitution, our signature(s) below indicates this constitution is accurate and meets the requirements of the UPW membership.

XXXX XXXX
UPW Secretary

Date (DDMMMYYYY)

XXXX XXXX
UPW Treasurer

Date (DDMMMYYYY)

As the person(s) accountable for this constitution, our signature(s) below indicate our review, acceptance, and approval of this constitution for use and dissemination to the UPW Active Membership

XXXX XXXX
UPW Chair

Date (DDMMMYYYY)

XXXX XXXX
UPW Vice Chair

Date (DDMMMYYYY)

PREAMBLE

Pilots' Advocacy Society - The Pilots' Advocacy Society is an incorporated society registered in Alberta under the Societies Act and it has been created to advocate on pilot issues and will be utilized as the method for which the United Pilots of WestJet (UPW) can apply for certified trade union status under part 1 of the Canada Labour Code of the WestJet and Swoop pilots bargaining unit.

The pilots of WestJet Airlines and Swoop form a single bargaining unit as directed by the Canadian Industrial Relations Board (CIRB). Therefore, any reference in this document to "The Company," "WestJet" or "Swoop" may include all. Any reference to "pilots" means all WestJet and Swoop pilots.

The pilots of WestJet, an Alberta Partnership, recognize that the success of WestJet's business is dependent on the unique contribution of its pilots, and;

Whereas, the pilots of WestJet recognize that the long-term success of WestJet is essential for their own professional success, and;

Whereas, the pilots of WestJet require an independent union, certified under Part 1 of the Canada Labour Code which will advocate and (negotiate to further their best interests, in all dealings with WestJet, Swoop or other WestJet employee groups, and other external parties), and;

Whereas, the United Pilots of WestJet (UPW) will have a transparent fiduciary responsibility to its members in order to ensure vigorous advocacy on their behalf, and;

Whereas, the pilots of WestJet, have established the UPW to advance, uphold and protect the general interests of all pilots on the WestJet and Swoop Position Assignment Lists.

NOW THEREFORE, this Constitution and By-Laws establish the mechanism through which each pilot will be represented, both individually and collectively, by the UPW. The intent of this document is to establish the control of the UPW in the membership as a collective body. In order to meet the needs of, and advocate for the interests of the pilot group, the UPW will seek to expand the voice of the line pilots through the use of technology and voluntary participation so that all individual members of the UPW may easily make their desires known to their leadership and to other members. The use of mandated reporting and open surveys ensure the membership that their goals are being pursued and that the will of the majority of the membership is the mandate of the UPW.

Principles of Operation

Seniority

UPW will be charged with ensuring that principles of seniority are consistently applied. All agreements undertaken by UPW will be constructed in order to satisfy this principle. Specifically, agreements will be constructed to ensure that base, equipment, rank, assignment to reserve, choice of part-time (reduced block) or full-time, and promotion will be by seniority, and that any layoff, downgrade or forced move is imposed in reverse order of seniority.

Surveys

Surveys will be conducted from time to time, particularly in advance of contract negotiations. UPW will ensure that anonymous surveys do not include questions which undermine the privacy of the respondents.

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UPW will share aggregate data obtained from surveys with the membership in a timely fashion. If sharing of survey results would compromise the bargaining position of the UPW, the membership will be advised of this, and the aggregate data will be shared in a timely fashion after completion of bargaining.

United Pilots of WestJet Constitution

1. GENERAL

1.1. Name

1.1.1. This Union shall be named:

- United Pilots of WestJet or the UPW or UPW.

1.2. Purpose

1.2.1. This constitution has been drafted to serve as a framework for the operation of the UPW.

1.3. Address

1.3.1. The mailing address of the UPW is:

Pilots' Advocacy Society
P.O. Box 91057, Royal Oak
Calgary, Alberta, Canada
T3G 5W6

1.4. Logo (TBD)

1.5. Definitions

Absolute Majority	Shall mean 50%+1 of the Active Membership eligible to vote.
Active Member	Refers to the pilot employed by the Company (WestJet Airlines) that is eligible for representation by the Union.
Active Membership	Refers to the pilots employed by the Company (WestJet Airlines) that are eligible for representation by the Union.
Annual General Meeting (AGM)	The Annual General meeting (AGM) held once per year. During the AGM the UPW Executive will present the financial results and accomplishments of the previous operating year, and present possible major changes to members.
Ballot	Means a paper or electronic system to register a vote.
Base(s)	Alberta, British Columbia, Ontario.
CBA	Refers to a Collective Bargaining Agreement.
Committee	Refers to any committee formed by the Executive of the UPW.
Company	Refers to WestJet and Swoop Airlines.
Constitution	Refers to this document, the Constitution of the UPW.
Executive	Refers to the Officers and Base Representatives who have been elected to form the Executive of the UPW.
Good Standing	A pilot with all membership fees paid and up to date.
Executive at large	Refers to the elected Executives of the UPW who are not representatives and who hold the positions of Chair, Vice Chair, Secretary, and Treasurer.
Member Union	Represents interests of a particular group or group(s) of the Membership.
MOA	Refers to a Memorandum of Agreement.
Parliamentary Procedure	Parliamentary procedure is based on the principles of allowing the majority to make decisions effectively and efficiently, while ensuring

	fairness towards the minority and giving each member or delegate the right to voice an opinion (see Robert's Rules of Order).
Petition	Refers to a petition collected in either electronic or traditional formats.
PIPEDA	Personal Information Protection and Electronic Documents Act.
Quorum	The number of participants required to conduct a formal meeting and/ or the number of pilots required to hold a valid vote.
Rank	Refers to a Captain or First Officer at a particular base.
Ratification or Ratify	Means a ballot, including electronic ballots, to confirm a resolution by a Simple Majority vote.
Representatives	Refers to members of the UPW Executive who have been elected to represent pilots of a specific base at WestJet.
Returning Officer	Individual assigned to oversee the election or voting process and reports the returns and elections summaries and updates.
Simple Majority	Shall mean 50%+1 of the Active Membership of eligible votes cast with a minimum quorum of 35 percent.
Special Extraordinary Meeting (SEM)	A meeting that is required to address urgent issues, such as, but not limited to, major changes to the Constitution, dues, special levies or for conditions outside the realm of the Constitution.
Subject Matter Expert (SME)	Refers to an individual appointed by the Executive who possesses a particular skill set that is of value to assist the effective function of the Executive.
Teal sheet	Proposed changes to this Constitution, by means of motions, shall be presented to the membership in form of Teal Sheets, clearly showing the existing article, proposed new article and any accompanying rationale.
Union, the UPW, or UPW	Refers to the Union Certified as the United Pilots of WestJet.
Written	Refers to written documents disseminated in either electronic or printed formats.
WestJet	WestJet Airlines Ltd. and its affiliates and subsidiaries (direct and indirect), including, but not limited to Swoop, WestJet Vacations, WestJet Cargo and WestJet Encore.

1.6. Constitutional Revisions

1.6.1. Amendment Process

- Amendments to this Constitution will be made up to two (2) times per year: at the Annual General Meeting (AGM) and any Special Extraordinary Meeting (SEM) as required, no less than six (6) months following the AGM. All proposed motions for amendment shall be forwarded to the Union by the first day of September each year. These motions for change to the constitution will be presented in a written document to the Executive of the UPW prior to being added to the upcoming AGM and SEM meeting agendas. Further deliberations of each motion will be conducted among the Executives, and carried by majority vote by the Executive, and if passed by them, will then be forwarded to the general membership for approval by Simple Majority or as otherwise stated herein.
- Amendments of a formatting or grammatical nature may be addressed from time to time, without a vote being conducted.
- Revisions to this manual will be indicated by a vertical bar in the left margin.

- Revision Highlights of the changes to the manual will be included in the preamble section at the front of this manual. Except as otherwise specified, the amendment of By-Law 14-02 and By-Law 14-03 may be made by majority vote of the Executive, By-Law 14-01 would require a vote of the membership by simple majority or as otherwise stated herein.

1.6.2. Vote to Accept Amendment

- A vote of Union members must be conducted for constitutional amendments to be accepted. Amendments will be presented by the Executive and voted on by the membership. The Union will provide up to a 10-day window in order to allow the eligible pilots in good standing to vote. An amendment will be carried forward with an affirmative vote of simple majority with a minimum quorum of 35 percent of the eligible pilots in good standing.

1.6.3. Authorization and Identification of Amendments

- Authorization to accept, publish and release revisions of the Constitution shall be accomplished by the signature of the Chair or Vice Chairs of the Executive.

1.7. Gender Convention

- 1.7.1. The third person masculine gender, when used throughout this Constitution, shall be understood to mean the third person masculine and feminine gender. No discrimination is intended or implied.

1.8. Mission

- 1.8.1. The UPW is the recognized representation for WestJet and Swoop pilots, committed to advancing our Pilots' Careers, Compensation and Safety.

1.9. Vision

- 1.9.1. The UPW is committed to furthering the best interests of the WestJet and Swoop pilots.

1.10. Values

- Safety
- Integrity
- Accountability
- Professionalism

1.11. Objectives

- 1.11.1. The UPW owes a fiduciary duty to its Active Membership and is responsible to the Active Membership for the following:
 - Advocate, and negotiate on behalf of the members of the Union and to promote their professional interests, through the Collective Bargaining Agreement and any disciplinary meetings.
 - Ensure proper adherence to and implementation of the Collective Bargaining Agreement with WestJet.
 - Ensure strict adherence to this Constitution.
 - Ensure timely and effective communication to the Active Membership through pilot meetings, newsletters, website, emails and other accepted media.
 - Ensure that individual issues with regard to operational concerns, working conditions, and compensation are addressed in a timely and effective manner.

- Liaise with the Pilot Support Network (PSN) to ensure members in need of assistance are granted the time and resources required.
- Perform due diligence and industry research for future pilot agreements and working condition enhancements.
- Develop relationships with other stakeholder groups, including external stakeholders that can serve to benefit the pilots.
- Discuss Company strategies and initiatives with the Company's management team and flight operations management.
- Collaborate on the development of successful policies, procedures and initiatives.
- Ensure that retirement benefits (or company savings plans in lieu) are treated with special care and diligence. Retirement benefits shall attribute only to individual pilots who earn them, shall not be treated as "pooled funds" and shall not be bartered or exchanged for a benefit, which flows to another party.
- Negotiate and maintain Collective Bargaining Agreements, which secure long-term benefits for the membership.
- Maintain organizational structure that ensures the elected representatives are always accountable and responsive to the members.
- Ensure that the UPW organizational structure is effective and efficient to minimize costs.

2. MEMBERSHIP

2.1. Membership

2.1.1. The UPW is made up of non-management pilots which include:

- Line pilots employed by WestJet as Captains or First Officers.
- Training Pilots, Check Pilots, and Standards Pilots levels 1 and 2 at WestJet.
- All non-management pilots are assumed to be Active Members of the UPW effective their respective first day of employment with the Company.
- Pilots who are on short-term or long-term disability shall remain Active Members of the Union.
- The ultimate direction and control of the Union shall be vested in the Active Members.
- Membership can be cancelled but the \$5.00 membership fee cannot be refunded.

2.2. Members Rights - for Members in Good Standing Only

- 2.2.1. Each Active Member shall have access to Executive and Committee meeting minutes. Minutes will be available for review within no more than 60 days following an Executive or Committee meeting, as the case may be.
- 2.2.2. Each Active Member shall also be offered access to the UPW website and will be bound by the terms of conduct within the website. Failure to comply with the terms shall result in removal of access to the website.
- 2.2.3. Active Members approval shall be required for all major decisions as listed below and shall be determined by secret ballot:

- The election of all members of the Executive.
 - The acceptance of all amendments to this Constitution except as earlier stated the ones which are formatting or grammatical in nature.
 - A change in membership fees deducted.
 - The acceptance of all Pilot Agreements and any attached Memorandums of Agreement (MOAs).
 - The acceptance of any negotiated pilot merger list or modification.
 - The removal of any Executive member from the Executive.
- 2.2.4. An Active Membership list shall be maintained and updated by the Executive to ensure which pilots are eligible to vote or respond in surveys that may be conducted.

3. ORGANIZATION

3.1. UPW Executive

- 3.1.1. The UPW shall be administered by an Executive consisting of five (5) “Officers” and six (6) Base “Representatives” as outlined below:
- Chair
 - Vice Chair
 - Secretary
 - Treasurer
 - Captain Base Representative Alberta
 - First Officer Base Representative Alberta
 - Captain Base Representative British Columbia
 - First Officer Base Representative British Columbia
 - Captain Base Representative Ontario
 - First Officer Base Representative Ontario
 - Executive-at-Large
- 3.1.2. Officer positions may be filled by any Active Member. Representative positions shall only be filled by pilots based in the base they wish to represent and employed by the Company they represent.
- 3.1.3. Officer positions may be combined at the unanimous discretion of the Executive. For example, one Officer may hold both Secretary and Treasurer positions.

3.2. Executive Remuneration

- 3.2.1. The UPW Executive shall be remunerated in accordance with By-Law 14-02 Executive Remuneration. Any change to the Executive Remuneration By-law must be approved by a Simple Majority vote of the Executive.

3.3. Chair

- 3.3.1. Roles and Responsibilities:

- Ensure the UPW functions in a way that allows for effective communication between the UPW Executive, the Active Membership and the management team concerning company-wide initiatives. These responsibilities include, but are not limited to:
 - Conducting regular meetings.
 - Monitor any ongoing concerns within the Active Membership.
 - Ensure the UPW Executive are provided with the training and tools necessary to support their roles in the UPW.
 - Staffing. Clear lines of authority are critical. UPW may hire professional staff to assist in the administration of its affairs on behalf of WestJet Pilots. The Senior staff member will be appointed by the UPW Executive and will be directly answerable to them. The Chair of the UPW shall ensure that no unreasonable opposing demands are placed upon the Senior staff member and will intervene and undertake sole supervision should any such demand arise. Pay, working conditions, benefits and other professional considerations shall be established by direct discussion between the UPW Executive and the Senior staff member.
 - Anytime there is more than one person on the staff of the UPW, the Senior staff member shall be solely responsible for supervising all other staff members on a day-to-day basis. Pay, working conditions, benefits and other professional considerations shall be established through direct discussion between the staff member and the Senior staff member. The UPW Executive retains the final authority for approval of all terms of employment.
 - Ensure each new member of the UPW Executive receives a comprehensive briefing while transitioning into the UPW from the outgoing Executive.
 - Be accountable to the UPW in adhering to the principles outlined in the UPW Constitution.

3.3.2. Specific Duties:

- Maintain order during any meetings.
- Ensure the maintenance of an unbiased viewpoint.
- Facilitate and ensure approval of meeting agendas.
- Review previous minutes and material prior to the meetings.
- Run the meeting in accordance with the UPW meeting rules, including voting on motions and action items.
- Carry signing authority for UPW financial transactions. In the event the Treasurer is unable to fulfill his role, the individual holding the role of Vice Chair shall assume the responsibilities of the Treasurer, on an interim basis.
- Act as a Project Manager to ensure timelines and that UPW business is efficiently executed.
- Ensure quarterly updates are communicated to the UPW membership.

3.4. Vice Chair

3.4.1. Roles and Responsibilities:

- Assist the Chair in executing his roles and responsibilities.
- Be accountable to the UPW Executive in adhering to the principles outlined in the UPW Constitution.

3.4.2. Specific Duties:

- Ensure continuity throughout the UPW.
- Assume the role of Chair when the regular Chair is absent.
- Carry signing authority for UPW financial transactions.
- Ensure the various portfolios are properly handled.
- Ensure that the WestJet Base Representatives have the necessary resources to represent the individual issues at each base.
- Chair the Scheduling Committee quarterly meeting.

3.5. Secretary

3.5.1. Roles and Responsibilities:

- Arrangement of the meeting times and locations.
- Notification of meetings to the Executive.
- Agenda preparation.
- Preparation of meeting minutes.
- Forwarding minutes to the UPW.
- Required correspondence is sent to and/or received by UPW personnel.
- All files and documents are properly filed and/or retained.
- Ensure the UPW office and staff are in place.
- Act as the UPW's Privacy Officer.
- Carry signing authority for UPW financial transactions.
- Be accountable to the UPW Executive in adhering to the principles outlined in the UPW Constitution.

3.6. Treasurer

3.6.1. Roles and Responsibilities:

- Ensure all financial accounts and accounting is up-to-date and current.
- Report up-to-date financial status at monthly meetings.
- Prepare an annual budget for approval by the UPW.
- Ensure the annual financial report is prepared and report the same at the UPW AGM.
- Carry signing authority for UPW financial transactions.
- Be accountable to the UPW Executive in adhering to the principles outlined in the UPW Constitution.

3.7. WestJet Base Representatives

3.7.1. Roles and Responsibilities:

- Ensure that specific concerns from base members are brought forward to the Executive.
- Make themselves available to the pilots at the base to enable them to voice their concerns or

problems with scheduling, hotels, or other items specific to the base.

- Be the voice of the pilots at his base and ensure that concerns are addressed in a timely manner.
- Be accountable to the UPW Executive in adhering to the principles outlined in the UPW Constitution.
- Base Representatives shall conduct base meetings in person or electronically. A minimum of 10 days advance notice shall be provided so that matters of concern to members can be placed on the meeting agenda and attendance arrangements can be made. Each base shall conduct no less than one meeting per quarter year.

3.7.2. Specific duties:

- Update the UPW Executive of issues brought forward by the membership at each monthly meeting.
- Liaise with hotel and scheduling SME's regarding issues specific to the base.
- Communicate to the Standards Pilots at each base regarding pilot concerns.
- Base Representatives will be assigned a portfolio to manage as assigned by the UPW Executive.
- Ensure that WestJet SME's have the necessary resources to represent the individual issues.
- Attend monthly meetings with the UPW Executive.

3.8. UPW Committees and Portfolios

3.8.1. A Committee may be formed at the direction of the Executive. Each formal established Committee shall have:

- A mandate which includes the makeup and objective of the Committee.
- A Chair to facilitate the committee workings and to report committees' activities, progress, findings and recommendations to the Executive.

3.8.2. Each committee will have an Executive Officer sponsor and include SME(s), who may execute the primary tasks of the Committee.

3.8.3. Terms of reference for Committees and Portfolios shall be established and include an outline of resource requirements (both time and SME requirements) and identify the stakeholder groups and detailed budget requirements.

3.8.4. The Executive may form and dissolve Committees and portfolios from time to time. The Active Membership will be advised of any such amendments as they occur.

3.8.5. As part of the yearly budget planning process, the relevance of the various Portfolios and Committees will be reviewed by the Executive to ensure that the appropriate resources are allocated.

3.8.6. The following Committees have been established:

- Commuter Committee.
- Flight Safety Committee.
- Gatekeeper Committee.
- Hotel Committee.
- Jumpseat Committee.

- Negotiating Committee.
- Oversight Committee.
- Pay and Benefits Committee.
- Scheduling and Review Committee (SRC).
- Pilot Health Committee.
- Training Committee.
- Welcoming and Layoff Communications Committee.

3.9. Relationship of the UPW with Management

3.9.1. Recognizing that trust is essential to the relationship between the pilots and Company management, the UPW will commit to the following:

- The actions of the UPW, its Executive and members shall not be influenced or coerced by the company, but rather shall be carried out independently on behalf of the pilots as set forth in the UPW Constitution. No UPW representative shall be penalized or otherwise held liable or rewarded for any actions taken in the fulfillment of his duties in accordance with the UPW Constitution.
- Roles can be defined based on internal and external stakeholder groups. Key areas of interest shall have Executive representation and may have SME support, depending on the specific needs of the Committee.
- The UPW Executive shall maintain effective communication with the Company's management team and flight operations leadership.

3.10. Relationship of the UPW with External Stakeholders

- The UPW shall maintain relationships with outside entities that share common interests and goals.
- Attend conferences/meetings such as, but not limited to, flight safety conferences, fatigue risk management conferences, jumpseat conferences, and organizations that promote the interests of aviation.

3.11. Transfer of Power After an Election

- Following the election of new Executive members, outgoing Executives shall offer assistance to new Executives when they assume their new roles. A transition period of two months shall occur during which the outgoing Executive members will provide assistance during meetings and help develop relationships with any key stakeholders.

3.12. UPW Executive Acceptance of a Company Management Position

- No Executive or former Executive member shall apply for a Company management position until a period of at least two years from his or her resignation from the Executive. No active UPW Executive may hold or accept a check 'A' position.

3.13. Liability and Indemnification

- Union members shall indemnify and hold harmless all current and former Executive and Committee members against all claims, losses and costs arising, whether in contract or tort, subject to such Executive and Committee members acting in compliance with applicable laws, acting honestly and within their respective Union mandates and in the best interests of the UPW. The company will also indemnify all pilots acting on behalf of the UPW via an indemnity letter which

is retained on file.

4. MEETINGS

4.1. UPW Annual General Meeting (AGM)

- The UPW shall convene an AGM once every twelve (12) months. The membership shall be advised of the particulars of the AGM at least 45 days in advance of the AGM. There will be every effort to have the AGM webcast to provide an opportunity for pilots to ask questions online.
- Any member may have an item added to the AGM agenda by advising the UPW's Secretary in writing no less than thirty (30) days prior to the AGM.

4.2. Executive Meetings

- The Executive shall meet at a minimum once per quarter. Meetings may be in person or held via teleconference, or other similar process that allows each participant to hear and be heard by all participants. Executive meetings shall be conducted in accordance with Robert's Rules of Order. The minimum quorum required for an Executive meeting is 7/9 or 7/10. The Executive may also hold special meetings when required.
- An agenda will be prepared by the Secretary for each meeting identifying time, location and items to be addressed. The agenda is essential and will be prepared and distributed to all participants prior to the meeting.
- Minutes of the meeting are to be recorded, distributed and filed by the Secretary.
- Motions may be made or amended by any member of the Executive in person or by proxy. The Active Membership are entitled to bring motions forward via an Officer.
- A motion made must be seconded prior to being put to a vote.
- Each Executive member is allotted one vote. An Executive member not in attendance may vote via email or by proxy. Unless otherwise stated herein, each motion will be voted on and will be passed with 5/9 or 6/10 majority (5/7 or 5/8 where a quorum of only 7 or 8 is voting).
- Votes will be cast by the Executive via show of hands or via a secret ballot as deemed necessary.
- All votes will be recorded and included in the meeting minutes indicating the votes for or against and no one is allowed to abstain from voting.

4.3. Committee Meetings

- The Chair of each Committee will call Committee meetings as necessary and each Committee will establish its own procedural rules, however the rules must be approved by the Executive.
- An agenda will be prepared for each meeting identifying time, location and items to be addressed. The agenda is essential and will be prepared and distributed to all participants prior to the meeting.
- Minutes of the meeting are to be recorded, distributed and forwarded to the Secretary of the UPW for filing.

4.4. UPW and Flight Operations Management Meetings

- The UPW shall commit to meet with the Company to discuss company strategies and initiatives, and to work to ensure that those strategies are consistent with the needs and goals of the UPW and its members.
- Agenda (if required) will be prepared identifying time, location and items to be addressed

during the meeting.

- Minutes (if required) of the meeting are to be recorded, distributed and filed.
- Meetings shall be scheduled at least every quarter; however additional meetings may take place as required.

5. OPERATIONS

5.1. General Elections

- The UPW will hold elections of the Executive every two (2) years and each Executive shall hold office for a term of two (2) years. The UPW shall maintain an Oversight Committee which shall monitor the election of the Executive and ensure its integrity. Candidates shall fill out a nomination form and return the form to the Chair of the Oversight Committee.
- Candidates may stand for election as either Officers or Representatives. The Active Membership shall vote for five Officer candidates and only one Base Representative candidate at the same base and rank they are employed as. Following the tallying of the votes by the Oversight Committee, the four Officer candidates with the greatest number of votes shall be elected as Officers. The Representative candidate in each base and rank with the greatest number of votes shall be elected as a Base Representative.
- The Oversight Committee shall publish the results of any votes held.
- Members of the Oversight Committee are not eligible for candidacy for Executive positions.

5.2. Elections of the Executive

- Pilots seeking election to the Executive will run for one of the five Officer positions or one of the six Base Representative positions at their respective base and rank.
- Elected Officers shall vote amongst themselves to determine which Officer will hold each Officer position.
- WestJet Pilots at each base (Alberta, British Columbia and Ontario) will elect one of two WestJet Representatives from their respective base, one Captain or one First Officer Representative, and they will only be able to cast a vote for the Representative that holds the same rank at the applicable base.

5.3. Signing Authority for Documentation

- A minimum of two (2) signatures of the three or four officers are required to signify all Executives have agreed to the proposed document.

6. REMOVAL FROM OFFICE AND APPOINTMENT

6.1. Member Initiated Recall of Executive

- Any UPW member may initiate a petition at any time to recall a UPW Officer or Base Representative. Once the petition to recall an Officer reaches one-third (33 percent) of the number of the Active Membership, the petition shall be forwarded to the chair of the Oversight Committee. The chair of the Oversight Committee shall then initiate a recall vote. Should greater than two-thirds (66 percent) of the Active Membership vote to remove an Officer from the Executive, the Officer must resign from the Executive.
- In the case of recall of a WestJet Base Representative, the Oversight Committee shall initiate a recall vote if greater than one-third (33 percent) of the Active Membership at the particular base and

rank petition the Oversight Committee to hold a recall vote. Should greater than two-thirds (66 percent) of the Active Membership at the particular base and rank vote to remove a Base Representative from the Executive, the Base Representative must resign from the Executive.

- If the recall vote is successful, the position shall be deemed vacant and shall be filled by a special election.
- If the recall attempt is unsuccessful, the petition to recall shall be discarded. The Oversight Committee shall not hold a recall vote for the same Executive within six (6) months.
- A recalled Officer or Base Representative shall be barred from holding an Officer, Base Representative, Committee Chair or Committee member position for a period of two (2) years following the date of recall.

6.2. Executive Vacancy

- If an Executive Officer vacancy occurs within nine (9) months prior to a scheduled election, the vacancy shall be filled for the remainder of the term by another Officer appointed by majority vote of the Executive at a special meeting of the Executive.
- Vacancies that occur more than nine (9) months prior to a scheduled election shall result in a membership by-election to fill the vacant position during the remainder of the applicable term.

6.3. Base Representative Vacancy

- If a Base Representative vacancy occurs within nine (9) months prior to a scheduled election, the vacancy shall be filled for the remainder of the term by another Base Representative appointed by majority vote of the Executive at a special meeting of the Executive.
- Vacancies that occur more than nine (9) months prior to a scheduled election shall result in a membership by-election to fill the vacant position during the remainder of the applicable term.
- If there is not a nominee put forward for election for a particular Base Representative, the Executive will seek out a qualified volunteer from the specific base and company. This will be ratified by a motion put forward and passed by the Executive and the appointed Base Representative will hold the position as if elected.

7. VOTING

7.1.

General Voting

7.1.1. Any votes covering the election of UPW Executives, pilot agreements or MOAs that may be attached to or incorporated into existing pilot agreements and changes to membership fees shall be conducted by the Oversight Committee. The Oversight Committee shall use the following principles to conduct the vote:

- The Active Membership shall be notified of the impending vote via each members personal email account directing members to their discreet vote web page(s).
- Pertinent information for the vote shall be made available on the UPW website.
- A secure electronic voting procedure shall be used to conduct the vote.
- The question(s) posed shall be simple and concise.
- The voting period shall be open for no more than ten (10) days.

- At no time shall the UPW Executive have access to view the vote while the vote is open.
- The results of the vote shall be published as soon as possible after the close of the vote and shall include the total number of votes cast, number that accept, number that reject and any spoiled ballots if applicable. Votes require a Simple Majority to pass the matter voted upon.

7.1.2. The UPW Executive shall conduct a vote to bring a proposed agreement to the pilots for acceptance.

8. STRIKE ACTION

- In accordance with the Canada Labour Code, prior to any Strike, the UPW Executive shall authorize a Strike Vote in order to obtain a Strike Mandate from the membership.
- The UPW Executive shall make every effort to ensure the membership is fully informed as to the current state of negotiations prior to the Strike Vote, including bargaining proposals from both the UPW and the Company.
- A Simple majority vote of the membership is required to give the UPW Executive a Strike Mandate to authorize a Strike.
- Upon obtaining a Strike Mandate from the membership, a Simple majority vote of the UPW Executive is required to authorize the commencement of a Strike.
- A tentative agreement approved by a Simple majority vote of the UPW Executive shall be presented to the membership for ratification as per the Constitution prior to the UPW Executive authorizing the end of a Strike.

9. AUTHORITY TO NEGOTIATE

- No negotiation shall be initiated, carried on, or concluded in the name of the UPW by any member, group or committee to make or establish employment agreements relating to rates of pay, rules, or other considerations of employment, or any other agreements, contracts or documents of a similar or related character, or any other form of agreements without the approval of the UPW Executive.
- Any Collective Bargaining Agreement, Letter of Understanding, Letter of Commitment or any other consideration of employment, may be initiated by the UPW Executive.

10. MEMBERSHIP RATIFICATION of TENTATIVE and COLLECTIVE AGREEMENTS

- Tentative Agreements for the renewal of a Collective Bargaining Agreement shall be subject to membership ratification.
- Any amendment to the Collective Bargaining Agreement which changes the terms and conditions of employment and which, in the judgement of the Executive, substantially affect the pay, working conditions, pension or retirement of the membership shall be subject to membership ratification.
- Whenever membership ratification is required, the Executive shall clearly indicate in a covering letter whether the UPW Executive recommends approval or rejection of the proposed Tentative Agreement or amendment to the Collective Bargaining Agreement and clear reasons shall be given for the recommendation.
- Notwithstanding paragraphs above, the Executive has authority to ratify any amendment to the Collective Bargaining Agreement which, in the judgement of the Executive, does not substantially affect the pay, working conditions, pension or retirement of the membership.
- Ratification/approval by the Executive of any agreements under this section, require a 3/4 Absolute Majority vote of the Executive. However, the Executive may send any agreement to the membership for ratification at any time.
- Any agreement approved under this section shall be communicated to the membership in a timely fashion not to exceed fourteen (14) days.

11. MERGER

Any proposed negotiated merger agreement of another pilot group or groups with the UPW bargaining unit shall be subject to majority approval by the Executive and ratified by the UPW membership.

12. FINANCE

12.1. Budget

- The UPW will operate an annual budget. This budget will be developed by the Treasurer in the third quarter of each fiscal year. This fiscal year shall correspond with the calendar year and begin on January 1 of the affected year.
- If at any time in the fiscal year it becomes clear that the budget will result in a deficit, the Treasurer, with the concurrence of the Executive, shall take all reasonable steps to ensure that a deficit is avoided.
- Record keeping of approved UPW expenses will be the responsibility of the Treasurer.

12.2. Signing Authority for Financial transactions

- A minimum of two (2) signatures of the five Officers are required to withdraw funds from the UPW bank account.

12.3. Membership Fees

- A membership fee as determined by By-Law 14-01 Membership Fees shall be deducted by the Company from every UPW member's pay cheque and forwarded to the UPW on a bi-weekly basis.
- Membership fees shall be amended by a simple majority vote of the Active Membership.
- The initiation fee for joining the UPW is set at \$ 5.00

12.4. Special Levies

- Special Levies may be requested by the Executive of all UPW Members to cover extraordinary expenses for any lawful Union business, provided such assessments are approved by Ratification of the membership, and provided that such approval is obtained before such expenditures are made (for example: legal fees to cover legal work for the UPW, scholarships, bereavement funds etc.).

13. DISSOLUTION OF THE UNION

13.1. The Duration of the Union Shall be Perpetual, as long as the UPW remains the certified bargaining agent of the WestJet pilots unless directed otherwise by order of the CIRB.

- In the event of Union dissolution, the Chair or Vice Chair shall file the necessary documents dissolving the Union. The Treasurer shall pay all remaining Union debts. Any monies garnered by membership fees remaining in the UPW bank account shall be distributed equally among the Active Membership.

APPENDIX 1

1. LIST OF CURRENT BY-LAWS

1. By-Law 14-01 Membership Fees
2. By-Law 14-02 Executive Remuneration
3. By-Law 14-03 Flight Release and Committee Member Remuneration

United Pilots of WestJet Constitution

1. By-Law 14-01-Membership Fees

- 1.1. In order to maintain independent funding for the UPW, membership fees are set as follows:
 - A one-time initiation fee of \$5.00 will be withdrawn on the first available pay period after employed with the Company and a member of the UPW.
 - A re-occurring fee of 1.25 % of salaried wages.
 - The above fee will not be charged on Overtime (Premium Pay), Profit Share, Stock Option Replacement Cash Payment, Performance Bonus (OPA) or company matching of the WestJet Savings Plan.
- 1.2. Membership fees shall be deducted from any members' bimonthly pay by WestJet and remitted to the UPW.
- 1.3. If, after inception of the Union, changes need to be made to this By-Law, the changes will only be adopted after a simple Majority vote of ratification by the Active Membership of the UPW at the time.

As the person(s) responsible for this constitution, our signature(s) below indicates this By-Law is accurate.

XXXX XXXX

UPW Chair

Date (DDMMMYYYY)

XXXX XXXX

UPW Vice Chair

Date (DDMMMYYYY)

United Pilots of WestJet Constitution

2. By-Law 14-02 - Executive Remuneration

- 2.1 In order to remunerate the UPW Executive for their time spent on duties to serve the pilot group, remuneration for Officer at large or Executive at large and their support staff is set as follows:
- UPW Chair & Vice Chair \$25,000 per annum
 - Other UPW Officers and Base Representatives \$125 per day of
 - Committee Chairs \$125 per day of
 - SME's \$125 per day of
- 2.2. A day of work shall be defined as a minimum of seven (7) hours of office work completed on any particular day. UPW remuneration shall be paid out of the general funds of the UPW on a monthly basis.
- 2.3. This remuneration is above the flight release provided for by WestJet.

As the person(s) responsible for this constitution, our signature(s) below indicates this By-Law is accurate.

XXXX XXXX

UPW Chair

Date (DDMMMYYYY)

XXXX XXXX

UPW Vice Chair

Date (DDMMMYYYY)

3. By-Law 14-03 - Flight Release and Committee Member Remuneration

- 3.1. In order to conduct work on behalf of the pilot group, the UPW shall seek agreement with WestJet to continue and enhance the practice of providing Flight Release and/or flight credit to pilots doing work associated with the UPW. It has been the practice of WestJet to provide this benefit to the association representing WestJet pilots for many years, and it is the explicit intention of the UPW that this practice continue to form a component of future collective agreements. Association flight release is intended to be used by members of the UPW Executive and members working on behalf of the UPW for the betterment of our pilot group. Work must be approved by the UPW Executive prior to initiating the work in order to be considered eligible for flight release or credit.

As the person(s) responsible for this constitution, our signature(s) below indicates this By-Law is accurate.

XFXX XXXX

UPW Chair

Date (DDMMMYYYY)

XXXX XXXX

UPW Vice Chair

Date (DDMMMYYYY)
