## The PPU Constitution \＆Rules

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19. This document shall be known as, and referred to as, the Constitution and Rules of the PPU, hereinafter referred to in this document as "the Constitution and Rules", or "the Rules".
1.1. The Union formed under these Rules (hereinafter called "the Union") shall be known by the title "PPU".
1.2. These Rules apply to all members of the Union, and represent the entirety of the Rules applicable to members of the Union, save as explicitly provided for under these Rules.
1.3. The Registered Office of the Union shall be PPU, Chester House, 68 Chestergate, Macclesfield, Cheshire, SK11 6DY, UK. Telephone: +44 1614080787.

## 2. Objects

2.1. The objects of the Union shall, so far as is lawful, be:
2.1.1. to fully represent and robustly support members of the Union and to actively promote and augment professional pilots' terms \& conditions, pay, working environment and professional status;
2.1.2. to be prepared to engage collectively to uphold the interests of its members;
2.1.3. to work with Industry and Government, at a national and international level, in order to enhance:
2.1.3.1. flight safety, and;
2.1.3.2 environmentally sound industry practice, and;
2.1.4. to do all such other things as may in the opinion of the Board be incidental or conducive to the attainment of these objects.

## 3. Membership

3.1. The Board shall define the categories ofmembership.
3.2. Subject to Rules 3.1 and 4.1.4, membership of the Union shall be open to any pilot who is a pilot employed by a United Kingdom registered and resident company or any pilot employed by a United Kingdom based and registered company that is a subsidiary of a non-United Kingdom resident company (such employment always being subject only to United Kingdom employment law), such pilot holding an International Civil Aviation Organisation ("ICAO") (or its successor in title) contracting state's Multi-Crew Pilots Licence ("MPL") and/or Commercial Pilot's Licence, ("CPL") and/or Airline Transport Pilot's Licence, ("ATPL"), including pilots holding a medically suspended licence.
3.2.1. Subject to Rule 3.1, any eligible Pilot may apply to join the Union as a Category A member or as a Category B member:-
3.2.1.1. Category A members are all those members who are included in the Legal Liability Expenses Insurance cover referred to in Rule 12.
3.2.1.2. Category B members are all those members who are specifically excluded, for whatever reason, from the Legal Expenses Insurance cover referred to in Rule 12.
3.3. Any eligible person may apply for membership of the Union by completing the appropriate application form agreeing to be bound by the Rules of the Union and submitting it to the Union's registered office.
3.4. An applicant shall become a member of the Union when his/her application has been approved and he/she has been entered into the register of members. Such approval process shall require receipt by the Union of the contribution applicable under these Rules.
3.5. Each member of the Union shall be required to provide to the Union and maintain, as a condition of membership, a valid and current e-mail or electronic correspondence address and a postal address and telephone number for day-to-day correspondence with the Union.
3.6. All members of the Union are required to ensure that any change to their e-mail or electronic correspondence, postal address or telephone number is communicated to the Union within 14 working days of any change.
3.7. Each member must notify the Union of any subsequent change of address, and in the absence of such notice the Union shall be entitled to treat the address shown on that member's application form as the member's address for all correspondence.
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3.8. All members of the Union agree to, and acknowledge that, the Union's primary method of correspondence will be by electronic means.
3.9. Each member must notify the Union of any change of workplace or contribution category status within 14 working days of any such change
3.10. If an applicant has previously been a member of the Union, the Board may, as a condition of re-admission, require the applicant to pay some or all of any monies owed by the applicant to the Union.
3.11. The Board may reject an application for membership of the Union if in its opinion the conduct of the applicant has at any time been such that it would have resulted disciplinary action being brought against the applicant under Rule 8 of these Rules, had the applicant been a member of the Union at the time the applicant had committed the conduct in question.
3.12. The Board shall determine the levels of contribution for each category of membership.
3.13. It shall be the personal responsibility of each member to maintain contributions and avoid arrears in all circumstances. A member whose contributions are recorded by the Union as more than eight weeks in arrears may be excluded from membership by the Union posting (whether electronically or physically) notice to that effect to the member. A member so excluded from membership may apply for reinstatement, which may be allowed on such terms as to the payment of outstanding arrears as the Board may consider appropriate.
4.1. The Union shall be managed as follows:

### 4.1.1. The Board

4.1.1.1. The Union shall be managed by a Board. Membership of the Board shall initially consist of up to two employed staff and up to five elected members from the General Membership of the Union.
4.1.1.2. Per Rule 6.1 hereof, and subject to Rule 4.1.1.7 an ordinary member may offer themselves up for election as a candidate ("the candidate") to fill a vacancy on the Board provided that the total number of members of the PPU who are employed by the candidate's employer equals or is greater than fifty one (51).
4.1.1.3. The Chair of the Board (who, for the avoidance of doubt, shall be a Board member) shall be elected by the Board by a simple majority vote of the General Members of the Board.
4.1.1.4. The Chair is mandated to ensure that the Board complies at all times with the objects of the Union and to ensure that the best interests of the General Membership remain the Union's principal objective.
4.1.1.5 The initial maximum number of seats for Board members who are General Members of the Union, ("General Board Members"), shall be five.
4.1.1.6. The maximum number of General Board members may be expanded or contracted by a simple majority at a ballot of the General Membership.
4.1.1.7. The guiding principle to be applied when the Union represents pilots from more than one employer is that, subject to Rule 4.1.1.2, the seats available on the Board to the General Membership shall be such that no single company's members or constituents assert effective control of the Board nor its decisions nor the Union itself. Provided always that adequate numbers of General Members from constituent employers offer themselves up for election, the Board shall take such reasonable measures to facilitate the guiding principle of this rule by:
4.1.1.7.1. expanding the number of available General Board Members positions per Rule 4.1.1.6 or;
4.1.1.7.2. facilitating the voluntary standing down of the requisite number of General Board Members to enable elections of new members or;
4.1.1.7.3. taking such democratic initiatives as shall be reasonably taken to facilitate the guiding principle including allocation of specific positions on the Board to ensure an equitable representation on the Board of General Members from constituent employers.
4.1.1.8. The Board, under mandate from the membership, shall be the ultimate arbiter of the objects, policy, vision and direction of the Union.
4.1.1.9. Employed members of the Board shall be appointees of the Board itself, save for the Chief Executive Officer ("CEO") who shall be appointed by a ballot of General Members and thereafter the CEO shall offer himself/herself up for re-election after a period of not more than every 5 (five) years, subject always to Rule 4.1.2.2. For the avoidance of doubt, the CEO shall be defined as an employed member of the Board.
4.1.1.10. Employed members of the Board shall have no voting rights.
4.1.1.11. No business shall be concluded by the Board at a Board Meeting unless a quorum of the voting Board members is present. Such a quorum shall be $50 \%$ (fifty-per cent) of the voting members rounded up to the nearest whole number.
4.1.1.12. No business shall be concluded by a Union Task Group or Company Task Group at a Union Task Group or Company Task Group Meeting unless a quorum of the Union Task Group or Company Task Group members is present. Such a quorum shall be $50 \%$ (fifty per cent) of the Union Task Group or Company Task Group members rounded up to the nearest whole number.

### 4.1.2. Reversion

4.1.2.1. The tenure of a General Board Member, Company Task Group Member or Task Group Member's position may be terminated if $25 \%$ (twenty-five per cent) of the General Membership call for that individual to stand down or be stood down, in which case a ballot of General Members will be held.
4.1.2.1.1. A ballot will be called for by the Board to offer the vacant seat in question to qualifying members of the General Membership.
4.1.2.1.2. During the period from receipt by the Board of the petition required hereunder, the Board or Company Task Group member shall be entitled to retain his or her seat on the Board or Company Task Group, pending the result of any ballot triggered by Rule 4.1.2.1, unless there are reasonable grounds for suspecting that the Board or Company Task Group member concerned is guilty of gross misconduct, and/or of a criminal offence (other than a road traffic offence for which only a noncustodial sentence is available). Where such conduct is suspected (as opposed to proven by reason of a criminal conviction) the Board or Company Task Group member concerned may be suspended by a simple majority vote of the Board, from Board or Company Task Group membership pending a formal investigation by the Union of his/her conduct. The Board or Company Task Group member concerned shall only be suspended from Board or Company Task Group membership for such time as the conduct in question is the subject of investigation by the Union.
4.1.2.1.3. Any qualifying member of the General Membership shall be able to offer himself or herself for election to the Board or Company Task Group seat in question and this shall include the incumbent Board or Company Task Group member whose seat on the Board or Company Task Group is being offered under Rule 4.1.2.1, unless that person has been found guilty of gross misconduct or of a criminal offence (other than a road traffic offence for which only a non-custodial sentence is available) or is suspended pending an investigation of the same, as contemplated by Rule 4.1.2.1.2.
4.1.2.1.4. The required notice of such a General Member's demand shall be in the form of a petition signed by the General Members concerned or a properly administered poll.
4.1.2.2. An employed Board member's tenure may be terminated by:
4.1.2.2.1. The General Membership:
4.1.2.2.1.1. if $25 \%$ (twenty-five per cent) of the General Membership call for that employee to stand down or be stood down and such a petition is ratified by a ballot of the General Membership which, in turn, shall lead to disciplinary proceedings being undertaken against the employee concerned as provided for under Rule 4.1.2.2.2, or;
4.1.2.2.2. The Board:
4.1.2.2.2.1. where the Board finds the employee's conduct or performance to be unsatisfactory after the conduct or performance of the employee has been reviewed and determined under the Union's employee's disciplinary rules (as amended from time-to-time) which may lead to the termination of employment by the Union of the employee concerned.
4.1.3. The Board shall meet at least monthly and at such other times as it or the General Membership deems necessary.
4.1.3.1 $\quad$ The normal method of meetings of the Board shall be via on-line video conferencing. However, face-toface meetings shall be held at such times as the Board shall determine necessary at its discretion or when a petition of $25 \%$ (twenty-five per cent) of the General Membership shall call for such a meeting.
4.1.3.2. The Chair or their appointee (who shall be another serving member of the Board) shall be responsible for calling a Board meeting and preparing its agenda which must be made available to other members of the Board in such time and manner as the recipients shall have the opportunity to review, interpret, query and call for amendments to that agenda. Such amendments must be forwarded to the Chair or their appointee in such time as to allow the normal process of review, query and amendment to take place prior to the meeting.
4.1.3.2.1. Where two or more members of the Board determine that the provisions of Rule 4.1.3.2 are being used unreasonably to impede the process or conduct of the meeting, the Chair (or their appointee) shall be entitled to note further revisions but to call for the agenda (as amended to that point in time) to be debated.
4.1.3.3. Agenda items shall be agreed, rejected or deferred by the Board by process of a simple majority vote.
4.1.3.4. Electronic recording of each meeting shall be made for record and referral purposes. However, minutes of each meeting shall be prepared in brief, written summary form.
4.1.3.5. $\quad$ Subject to Rules 4.1.3.5.1 to 4.1.3.5.1.4 below, minutes of Board meetings will remain confidential to the Board in the interests of the confidentiality of the Union.
4.1.3.5.1. Minutes of Board meetings will be made available for confidential scrutiny of the General Membership provided that such a request is made by $25 \%$ (twenty-five per cent) of the General Membership.
4.1.3.5.1.1. The required notice shall be in the form of a petition signed by the General Members concerned.
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4.1.3.5.1.2. The petitioners shall appoint 3 (three) members of the General Membership to confidentially scrutinise the minutes.
4.1.3.5.1.3. Copies of the minutes may not be retained or distributed either in hardcopy or electronically.
4.1.3.5.1.4. Any matters arising from the scrutiny of such minutes and/or documents may be addressed using normal Union Rules and procedures.
4.1.3.6. The Board has financial responsibility for building the Union's financial reserves to enable the Union's objects to be achieved and to reasonably counter such legal challenges as it may face in the exercise of its objects.

### 4.1.4. Board Member Dismissal by an Employer

4.1.4.1. Where a General Board member is dismissed from the employment which makes them eligible to be a member of the PPU under Rule 3.2 above an emergency Board Meeting shall be convened to establish the circumstances of the dismissal.
4.1.4.1.1. Where a simple majority of the remaining Board members are satisfied on the balance of probability that the Board member's lawful union activities may have caused or contributed to the dismissal, the Board may resolve to approve the Board member's continued service as a General Board member and confer full membership of the PPU to that Board member pending the final determination of the Employment Tribunal and any subsequent appeal in respect of their dismissal subject always to the continued approval of Board and Rule 6.1 below.
4.1.4.1.2. Where, within a short period of time, greater than $50 \%$ of the Board are dismissed from the employment which makes them eligible to be a member of the PPU under Rule 3.2 above the Board will be immediately re-constituted to include and retain those Board members so dismissed and confer full membership of the PPU to them pending the final determination of the Employment Tribunal and any subsequent appeal in respect of their dismissal subject always to continued approval of the Board and Rule 6.1 below.
4.1.4.1.3. If the Employment Tribunal and any subsequent appeal finds in favour of the Board member(s) concerned then the Board member(s) may retain their position(s) as General Board member(s) and member(s) of the PPU until such time as the Board member(s) gain(s) employment with an employer not listed in Rule 3.2 above or until they stand down or fail to be elected under Rule 6.1 below.
4.1.4.1.4. If the Employment Tribunal and any subsequent appeal fails to find in favour of the Board member(s) concerned or the Board member fails to submit an application to the Employment Tribunal in respect of their dismissal within the relevant limitation period then the Board member(s) will immediately stand down from the Board and an election for their position will be triggered in accordance with Rule 6.1 below.
4.1.4.1.5. The Board will be entitled to hold a ballot of all PPU members to vote to provide financial support to any Board member(s) dismissed under the circumstances provided in Rules 4.1.4.1.1 and 4.1.4.1.2 above.
5.1. Roles \& Responsibilities
5.1.1. At its discretion, the Board shall nominate a Chief Executive Officer (CEO).
5.1.1.1. The CEO shall be appointed by the Board after a ballot of the General Membership
5.1.1.2 The CEO shall be a non-voting member of the Board.
5.1.1.3. The CEO shall thereafter and subject always to Rule 4.1.2.2 be appointed by the Board for a maximum period of 5 (five) years commencing upon the date of the declaration of the result of the election.
5.1.1.4. The CEO shall not be exempt from Rule 8 and disciplinary proceedings against the CEO may result from the exercise of Rule 4.1.2.2.
5.1.1.5. The CEO shall be responsible for the day-to-day management of the Union and for ensuring that all Task Group Heads, Task Groups, Company Task Groups and Company Sub-Task Groups are fully aligned with the objects and policies of the Union.
5.1.1.6. Appendix 2 to these Rules (as amended from time-to-time) will detail any Task Groups that the CEO shall head.
5.1.1.7. The Union shall appoint other employees whose roles and duties shall be clearly defined in writing by the Board.
5.1.1.7.1. Any amendment to Appendix 2 and the appointees detailed therein may be approved only by the Board.

## 6. Elections

6.1. General Members of the Board
6.1.1. General Members holding a Board position shall be required to offer themselves up for re-election or to stand down from the Board after serving for a period of 24 (twenty four) months from the date of their initial election, or subsequent re-election, whichever is the latter.
6.1.2. AGeneral Member of the Union may offer himself or herself for election or re-election to a General Member's Board position when a vacancy occurs.
6.1.3. It will be normal and acceptable practice for there to be staggered elections to General Members' Board positions as each General Member's Board position tenure expires in accordance with Rule 6.1.1, such staggering of elections being specifically intended to preserve continuity of management expertise.
6.1.4. An election to the Board will be triggered in the event that a Board member originally elected from the General Membership stands down from the Board or ceases to be a member of the Union before the expiry of their tenure on the Board in accordance with Rule 6.1.1.
6.2. Elections to Company Task Groups
6.2.1. General Members holding a Company Task Group position shall be required to offer themselves up for re-election or to stand down from the relevant Company Task Group after serving for a period of 18 (eighteen) months from the date of their initial election, or subsequent re-election, whichever is the latter.
6.2.2. Any General Member of the Union may offer himself or herself for election to the Company Task Group when a vacancy occurs.
6.2.3. Such re-election shall be by ballot of the General Members employed by the company for whom the Task Group is established.
6.2.4. It will be normal and acceptable practice for there to be staggered elections to the Company Task Group as each Company Task Group member's tenure expires in accordance with Rule 6.2.1, such staggering of election being specifically intended to preserve continuity of management expertise.
6.2.5. An election to the Company Task Group will be triggered in the event a Company Task Group member stands down from the Company Task Group or ceases to be a member of the Union before the expiry of their tenure on the Company Task Group in accordance with Rule 6.2.1.
6.3. Elections to Union Task Groups and Company Sub-Task Groups.
6.3.1. Members of Union Task Groups shall be volunteer appointees and may be appointed or stood down at the discretion of the Board.
6.3.2. Members of Company Sub-Task Groups shall be volunteer appointees and may be appointed or stood down at the discretion of a majority vote of the Company Task Group members.

## 7. Task Groups

7.1. "Union Task Groups", of which there are 5 (five), carry out the important structural and operating functions of the PPU and are made up of volunteer members in accordance with Rule 6.3.
7.2. "Company Task Groups" are the Union's Members' representatives in any given company and are tasked with representing PPU members in that company.
7.3. Task Group Heads report to the Board.
7.4. The structure of the PPU, its Task Groups, Company Task Groups and Company Sub-Task Group is given in Appendix 2 of these Rules. Appendix 2 also lists the organisational and operation responsibilities of each Union TaskGroup.

## 8. Disciplinary Rules

8.1. Employees of the Union.
8.1.1. The Union shall comply with the "Code of Practice 1 - Disciplinary and Grievance Procedures" published by ACAS ("the ACAS Code") as may be amended from time-to-time. Copies of the current ACAS Code will be made available to all employees of the Union.
8.2. Members of the Union.
8.2.1. Members of the Union shall be subject to the Union's Disciplinary Rules which are contained in the Union's Policy \& Procedures manual (as may be amended from time-to-time), a copy of which shall be available from the document library link at www.theppu.co.uk or by written request to the Union, such request to be made by e-mail or postal correspondence to the Registered Office.
8.2.2. Members may be sanctioned to the extent that they are expelled from membership of the Union.
8.2.2.1.Grounds for expulsion from the Union may include, but are not limited to, thefollowing:
8.2.2.1.1. The member's conduct is ruled as being unacceptable after the Union's membership disciplinary procedures have been followed.
8.2.2.1.2. Such other thing or act that the Board shall determine shall be reasonable and lawful grounds for the expulsion of the member from the Union, provided always that the Union's members' disciplinary procedures are followed.

## 9. The Trade Union and Labour Relations (Consolidation) Act 1992

9.1. Where any Rule contained within these Rules shall be deemed to fail to comply with the TULR(C)A, then the provisions of the TULR(C)A shall apply.

## 10. Changes to the Constitution \& Rules

10.1. Any member can at any time suggest an amendment to the Constitution to the Board.
10.1.1. If the Board approves the proposed amendment, it will then submit the proposal to the membership for acceptance or rejection by way of a simple ballot in accordance with Rule 13 and Appendix 1.
10.1.2. If the Board does not approve the proposed amendment, the proposer will be informed and will be at liberty to seek support for the amendment by petitioning General Members for a ballot in support of the amendment. Such petition must be supported by $25 \%$ (twenty-five per cent) of the membership in order for the proposed amendment to be put to the membership by ballot, and any ballot shall be conducted in accordance with Rule 13 and Appendix 1

## 11. Inaugural Acting/Temporary Board Members

11.1. No longer applicable, but retained for administrative purposes (paragraph numbering and cross reference) only

## 12. Professional Legal Liability Insurance

12.1. The Union shall maintain a policy of Professional Legal Liability Expenses Insurance to cover Category A members' professional legal expenses incurred in the course of their role as a pilot employee of any operator listed in Rule 3.2. The extent of the professional legal liability cover will be strictly limited to the sum (currently $£ 125,000$ or $£ 250,000$ per claim) selected by the member upon joining or upon renewal of membership or upon the member specifically increasing their level of professional legal liability cover, the cost of which shall be incorporated into that member's contributions. A copy of the general policy wording shall be available to members via the Union's website and the legal liability insurance cover shall be strictly limited to that provided in the policy document and associated schedules.
12.2. Any eligible Pilot who joins as a Category A member but already has an unexpired Legal Expenses Insurance Policy in place at the time of joining may seek a pro-rata reduction in the legal expenses insurance component of their membership fees only if the Union approves the said unexpired policy and such pro-rata reduction can only be claimed once.
12.3. Subject to Rule 12.4 below, all members of the Union, as a specific condition of their membership, acknowledge that the Union is not obliged to indemnify members in respect of any personal legal expenses or against any claim for legal expenses brought against Defendants or opposing parties in any legal proceedings whatsoever, save as may be provided by way of the Professional Legal Liability Expenses Insurance mentioned above.
12.4. In the event that any member has a matter or issue connected with their employment as a Pilot which is not covered, for whatever reason, by the "Professional Legal Liability Insurance" referred to in Rule 12.1 above, the Board, entirely at their discretion, may authorise the use of Union funds, to such a limit as the Board may determine, to indemnify members in respect of legal expenses incurred from the date that the member joined the Union and in connection with such matter.

## 13. Specification of Questions by Ballot

13.1. The Board shall have authority to submit any matter or question, including any election or ballot required under these Rules, to a ballot vote of members of the Union in accordance with Rule 13. The provisions of Appendix 1 to these Rules shall have effect for the purposes of any ballot conducted under Rule 13 and shall be construed as if they formed part of Rule 13. Nothing in these Rules shall be taken to require a ballot to be held at an uncontested election.
13.2. The normal method for the conduct of a ballot shall be by secure electronic means provided by an independent agency approved for the purpose of conducting ballots, ("the independent agency").
13.2.1. If for any reason, statutory or otherwise, it is not possible for an electronic ballot to be conducted, the alternative method for conducting ballots shall be by a conventional paper ballot.
13.3. Before the ballot documents are issued for a ballot under Rule 13, the Board shall determine:
13.3.1. the date by which ballot documents shall be sent to members, and;
13.3.2. the place to which, and the date and time by which, the ballot paper (if a non-electronic ballot is taking place) must be returned, or, in the case of an electronic ballot, the last date for participation in the ballot ("the closing date of the ballot"), and;
13.3.3. if different, the place, date and time at which the counting of the ballot papers will take place. In the absence of any other determination by the Board, the place to which ballot papers are to be returned and where the counting of the ballot papers is to take place shall be the Union's registered office in the case of a paper ballot or as a return from the independent agency.
13.4. Entitlement to vote in any ballot conducted under Rule 13 shall be rendered equally to all persons who, at the date determined in Rule 13.3.1, are:
13.4.1. members of the Union, or;
13.4.2. members of the Union falling within an identifiable section of membership defined for the purposes of that ballot.
13.5. A member who at the date of the issue of the ballot paper in question has been suspended from membership shall not be entitled to vote in that ballot, and nothing in these Rules shall entitle an associate member of the Union, where such a membership classification is created, to vote in any such ballot.

13.6. If, before or after the result of a ballot conducted under Rule 13 has been announced, it appears to the Board that any irregularity may have occurred which could materially affect the result or validity of that ballot, the Board shall have power:
13.6.1. to suspend the conduct of the ballot for such period as it may determine, not exceeding one month, and/or;
13.6.2. to declare such ballot void.
13.7. If the Board declares a ballot void it may, and, if so required by Rule 13, shall, cause a further ballot to be conducted as soon as possible, the same to be conducted in accordance with Rule 13.
13.8. The following irregularities may be disregarded for the purpose of any ballot conducted under Rule 13:
13.8.1. the fact that any member who is outside Great Britain throughout the period during which votes may be cast has not had a reasonable opportunity to vote in the ballot, and;
13.8.2. any inaccuracy in counting the votes cast in the ballot, if such inaccuracy is accidental and on a scale which is unlikely to affect the result of the ballot, or;
13.8.3. in the case of an electronic ballot, a member who temporarily does not have, bearing in mind the requirements of Rule 3.5, internet access throughout the period during which votes may be cast.

## 14. Industrial Action

14.1. Subject to the provisions of Rules 14.2 and 14.3, when a Company Task Group so recommends, or when it appears to the Board that industrial action is, or may be, necessary resulting from an industrial dispute, the Board shall determine the nature of such industrial action to be applied. It shall give directions for such action and such directions shall be communicated to the affected members by the Chair or Chief Executive Officer.
14.2. The Board shall not give any such directions as are mentioned in Rule 14.1 unless the industrial action determined upon has previously been authorised by a ballot conducted in accordance with Rule 13 and Part V of the TULR(C)A. The members of the Union who shall be entitled to vote in any ballot for the purposes of this Rule shall be all those members (and those members alone) whom, at the time of that ballot, the Board reasonably believe will be called upon in the industrial action to act in breach of, or to interfere with the performance of, their contracts of employment.
14.3. For the purposes of Rule 14.2, industrial action shall only be regarded as having been authorised by a ballot if:
14.3.1. the direction for the purpose of putting the Board's determination into effect was issued no later than the end of the fourth week after the closing date of the ballot, where the closing date of the ballot has been determined by the Board under Rule 13.3.2, and:
14.3.2. "The date of the ballot" means the last day upon which, if a vote were posted on that day, it would, in the ordinary course of first-class post, arrive at the place, and by the closing date of the ballot, determined by the Board under Rule 13.3.2, and;
14.3.3. the first action required by such direction was required to have taken place within the period determined by Rule 14.3.1.
14.4. If, in accordance with Rule 14.1, the Board directs that a member or members should take industrial action, it may:
14.4.1. impose a levy upon members of the Union or upon such group or groups of members of the Union as it may determine to enable benefit to be paid during the industrial action, and/or;
14.4.2. pay benefit to those members rendered idle by the industrial action, and/or;
14.4.3. terminate the industrial action when it considers fit so to do.
14.5. Notwithstanding any other provision of these Rules, no industrial action may be authorised or endorsed otherwise than by the Board in accordance with Rule 14.
14.6. In the event of any member disregarding any direction or order made in accordance with Rule 14.1, they shall be liable to disciplinary action in accordance with Rule 8.2.
15.1. The CEO and employees of the Union duly authorised by the CEO shall, subject to the endorsement of the Board, have authority to open and operate such bank accounts on behalf of the Union as the Board may consider appropriate.
15.2. Subject to Rule 15.3, the funds of the Union may be used in accordance with the provisions of these Rules for the payment of provident benefits as defined in s.467(2) of the Income and Corporation Taxes Act 1988, as that section may be amended, consolidated or re-enacted from time-to-time. Such provident benefits shall include the provision of legal advice and assistance.
15.3. No member shall be entitled to sums in excess of the limits set out in s.467(1) of the Income and Corporation Taxes Act 1988 as that section may be amended, consolidated or re-enacted from time-to-time.
15.4. There shall be a provident benefits fund which shall only be used for paying provident benefits expressly authorised by these Rules.
15.5. The Board shall publish an annual financial report providing details of the Union's income and expenditure in the previous year. This shall include an audited account of all Officers' remuneration, as well as details of departmental and regional spending, campaign costs and any other significant Union expenditure.
15.6. The Board shall cause to be kept proper accounting records with respect to the Union's transactions, assets and liabilities and establish and maintain a satisfactory system of control of its accounting records, its cash holdings and all receipts and payments in accordance with ss. 28 and 29 of the TULR(C)A.
15.7. The Accounts of the Union shall be audited at least once a year. The auditor shall be qualified in accordance with s. 34 of the $\operatorname{TULR}(C) A$. The appointment of the auditor shall be confirmed by a resolution of the Board. The auditor shall not be removed from office except by a resolution passed by a ballot of the general membership. The appointment and removal of the auditor shall be subject to the provisions of $s .35$ of the TULR(C)A.
15.8. In accordance with $s .30$ of the $\operatorname{TULR}(\mathrm{C}) \mathrm{A}$, any member of the Union has the right to access any accounting records of the Union which are available for inspection and which relate to periods including a time when that person was a member of the Union.

## 16. Union Trustees

16.1. There shall be a minimum of 2 (two) Union Trustees, each of whom shall be either
16.1.1. a Union member or
16.1.2. a former member of the Union who previously satisfied the requirements of Rule 3 but who is no longer employed by an employer defined in Rule 3.2
16.2. The maximum term of appointment of a Trustee, prior to any re-appointment, shall be 2 (two) years.
16.3. No person can be both a member of the Board and a Trustee at the same time.
16.4. No paid employee of the Union shall act as Trustee.
16.5. Trustees shall be eligible for re-appointment for a second term of office, but no Trustee shall remain in office for a period of more than 4 (four) years in succession or aggregate.
16.6. The Board shall also have the power by resolution to appoint a Bank or other Trust Corporation as a Corporate Trustee.
16.7. If a Trustee of the Union relinquishes their office for any reason, a replacement will be elected by the Board.
16.8. Subject to approval by the Board, deeds, documents of title and securities for money and other property of the Union may be held by the Trustees or by nominees under their joint control. They will take such measures for the safe custody and preservation thereof at the expense of the Union as they shall deem fit. They shall be responsible for the safe custody of all such deeds, documents, and securities as are placed in their hands or under their custody. They shall produce them for inspection when required by the auditor or by the Board.
17.1. The Union shall maintain a website (www.theppu.co.uk). The posting of information on this website shall be the official means of making announcements to members on matters of general interest concerning the affairs of the Union.

## 18. Dissolution

18.1. The Union may be voluntarily dissolved by the consent of $76 \%$ (seventy-six per cent) of its members, such members having been balloted on the question of dissolution as provided for under Rule 13. Following realisation of all assets and liabilities of the Union any residual assets of the Union shall be distributed to its members pro-rata to each member based upon the period of continuous membership of each member over the total length of continuous membership of all current and fully paid-up members.

## APPENDIX 1: REGULATIONS FOR THE CONDUCT OF BALLOTS

## 1. Issue of Ballot Papers/Documents

1.1. The normal method for the conduct of a ballot shall be by secure electronic means provided by an independent agency approved for the purpose of conducting ballots.
1.1.1. "Voting Documents" shall mean:-
1.1.1.1. In the case of electronic ballots, such document or documents, electronic or otherwise, that shall enable a member to securely cast a vote in an approved electronic ballot.
1.1.1.2. In the case of a conventional paper-based ballot, such ballot paper or papers and their envelope for the return, by post, hand or courier to the postal address as determined in Rule 13.3.2.
1.1.2. In the case of the election of Board members, the Board shall appoint an independent scrutineer to act as Returning Officer for the ballot. The Returning Officer shall conduct the election within the terms of the provisions of this Appendix and shall carry out the following functions in relation to the election:
1.1.2.1. Supervise the production and distribution of all Voting Documents and act as the person to whom all the Voting Documents are returned by those voting, and;
1.1.2.2. Take such steps as are appropriate to enable him/her to make the Report or Reports required by statute, and;
1.1.2.3. Make, as soon as reasonably practicable after the last date for the return of Voting Documents, the Report to the Board required under Regulation 1.1.2.2 of this Appendix, and;
1.1.2.4. Retain custody of all Voting Documents returned for the purposes of the election for a period of one year, starting from the date of the announcement of the election result by the Board.
1.2. The independent scrutineer will be qualified in accordance with the requirements laid down by the Secretary of State under s .49 of the $\operatorname{TULR}(\mathrm{C}) \mathrm{A}$.
1.3. In the case where an election or ballot is held, which is not covered by the provisions of Regulation 1.1, the Board shall appoint a Board member to act as Returning Officer for the ballot. The Returning Officer shall conduct the election or ballot in accordance with the provisions of this Appendix.
1.4. In any election, the Returning Officer shall supervise the nomination process in accordance with the timetable prescribed by the Board. The Returning Officer shall have power to determine any question concerning the validity of any particular nomination and the decision of the Returning Officer on any such question shall be final. The Returning Officer shall issue to each member entitled to vote in the ballot and post to each such member, at their e-mail address or, in the case of a non-electronic ballot, their postal address, (unless Regulation 1.7 of this Appendix applies) by the date determined under Rule 13.3.1:
1.4.1. A Voting Document validated in accordance with Regulation 7.1 of this Appendix and;
1.4.2. In the case of a non-electronic ballot or in the case of an electronic ballot when Voting Documents are sent to the member by non-electronic means, an envelope (hereinafter called a "ballot envelope"), as referred to in Regulation 5.2 of this Appendix, provided that where more than one ballot is conducted at the same time, the member need only be sent one ballot envelope;
1.5. A list of those members to whom the Voting Documents is sent shall be prepared and retained by the Returning Officer.
1.6. The period between the dates fixed by the Board under Rule 13.3.1 and Rule 13.3.2 shall be long enough to afford members, who are entitled to vote in the ballot, a reasonable amount of time in which to vote. In the case of a ballot conducted for the purposes of Rule 6 , such period shall not be less than 3 (three) weeks.
1.7. When, in the particular circumstances relating to any member entitled to vote in the ballot, it is not, or it is no longer reasonably practicable for them to be sent a ballot paper and ballot envelope by the date determined under Rule 13.3.1 a ballot paper and ballot envelope shall be sent to them as soon as is reasonably practicable after that date, so as to give them a reasonable opportunity to vote by post.
1.8. For the issue of ballot papers, a member's e-mail address and postal address shall be the address registered with the Union, or such other address as the member may have notified to the Union in writing, either electronically or by post.

## 2. Contents of Voting Documents

2.1. In the case of a ballot conducted for the purposes of Rule 6, or any other election, the Voting Documents shall contain, where appropriate, the following:
2.1.1. a list of the candidates in alphabetical order of surname and, against each candidate's name, a box in which a voting mark may be selected, or in the case of a non-electronic ballot, written, and;
2.1.2. either a clear statement as to the Constituency in which each candidate is standing together with and a clear statement as to the number of candidates to be elected to each Constituency, or a statement as to the number of candidates to be elected, and;
2.1.3. next to or immediately above the list of candidates' names and voting boxes, there shall appear the words:
2.1.3.1. In the case of an electronic ballot: "Click against each of the candidates of your choice, up to a maximum of [the number of vacancies to be filled in the election] candidates. Do not vote more than once for the same candidate".
2.1.3.2. In the case of a non-electronic ballot: "Mark an ' $X$ ' against each of the candidates of your choice, up to a maximum of [the number of vacancies to be filled in the election] candidates. Do not vote more than once for the same candidate".
2.1.4. In the case of an electronic ballot: Members entitled to vote in the ballot shall cast their votes by electronically selecting in the voting box next to the name of each candidate for whom they wish to vote, up to a maximum of the number of vacancies to be filled in the election.
2.1.5. In the case of a non-electronic ballot: Members entitled to vote in the ballot shall cast their votes by writing " X " in the voting box next to the name of each candidate for whom they wish to vote, up to a maximum of the number of vacancies to be filled in the election.
2.2. In the case of a ballot conducted for the purposes of Rule 14 and where industrial action (whether in the form of a strike or industrial action falling short of a strike) is under consideration, the following shall apply:
2.2.1. The ballot shall include a question to which the answer is either 'Yes' or 'No'. There shall appear after each of the words "Yes" and "No" a place in which a voting mark may be electronically selected, or in the case of a non-electronic ballot, written, and next to the two such places there shall appear the words: "Select your preferred answer", or in the case of an non-electronic ballot, "Mark your preferred answer with a cross (' X ')".
2.2.2. Two or more questions may be included on a single ballot paper or voting document (in the case of an electronic ballot), provided that every member who is entitled to vote in the ballot is entitled to vote in answer to all the questions included in the ballot paper or voting document (in the case of an electronic ballot). In any such case, each question shall be treated as a separate ballot for the purposes of voting in the ballot, counting the votes cast, and declaring the result(s) thereof.
2.2.3. The ballot paper or voting document (in the case of an electronic ballot), shall contain in clear type and in a prominent position the following wording: "In answering the following question(s), remember that any industrial action directed by the Board and authorised by this ballot may involve you in a breach of your contract of employment".
2.2.4. The ballot paper or voting document (in the case of an electronic ballot), shall contain a question (however framed) which requires, the member to say, by answering 'Yes' or 'No' whether they are prepared to take part, or (as the case may be) to continue to take part, in industrial action falling short of a strike, but involving them in a breach of their contract of employment.
2.3. In the case of any other Voting Documents, the Voting Documents shall contain such question or questions as may be appropriate and shall include the following content.
2.3.1. The Voting Documents shall contain instructions on how to vote.
2.3.2. The Voting Documents shall contain a mark or stamp in accordance with Regulation 7.1 of this Appendix, together with the instructions for voting referred to in Regulation 2.3.1 of this Appendix as are appropriate in any given case, and the following instructions (or instructions to like effect):
2.3.2.1. "Do not make any mark on the Voting Documents by which you can be identified".
2.3.2.2. To be included in the case of a non-electronic ballot: "When you have voted, place the ballot paper (and nothing else) in the envelope provided, seal it and post it to [the place determined under Rule 13.3.2] to arrive not later than [the date and time determined under Rule 13.3.2]. The Voting Documents will be counted at [the place, date and time determined under Rule 13.3.2 or Rule 13.3.3]. Any failure to comply with these instructions may result in your Voting Documents not being counted".
2.4. Insofar as any of the above provisions concerning ballots for industrial action may be deemed to be in breach of any provision contained within Part V of the $\operatorname{TULR}(\mathrm{C}) \mathrm{A}$, the provision concerned shall be given effect to, to the extent permitted by Part V of the TULR(C)A.

## 3. Statements circulated with Voting Documents

3.1. In the case of a ballot conducted for the purposes of Rule 6, or any other election, the Board will make provision to permit each candidate in the election to submit a statement in support of their candidacy. In the case of elections for a Board member position a statement shall be no longer than 1,000 (one thousand) words. In the case of all other elections, such a statement shall be no longer than 400 (four hundred) words. Statements submitted in writing will only be accepted on the understanding that the Union will not be responsible for any errors of interpretation when they are reproduced for circulation. Statements shall be sent to each member entitled to vote in the ballot, together with the ballot paper.
3.2. In the case of an election for the position of Board member, the Board will ensure that no candidate is required to bear any of the expense of producing copies of the election statement. The Board will also ensure that no modification of any election statement so submitted is made by any person in any copy of the statement unless at the request, or with the consent, of the candidate, or where the modification is necessarily incidental to the method adopted for producing that copy.
3.3. The Board will ensure so far as is reasonably practicable that the same facilities and restrictions with respect to the preparation, submission, and length of modification of an election statement, as well as the incorporation of a photograph or any other matter not in words within such a statement, are provided or applied equally to each of the candidates.
3.4. In the case of a ballot conducted for the purposes of Rule 14, or any other ballot, the Board may make such provision (if any) as it may determine for an explanatory statement of the issues touched upon by the ballot and of its recommendations (if any) in relation thereto to be sent to each member entitled to vote in the ballot, together with the Voting Documents.

## 4. Method of Voting

4.1. The method of voting in any ballot shall be by the marking of the Voting Document by the member voting in person.
4.2. Each ballot shall be conducted in accordance with the provisions contained within this Appendix.
4.3. Each member entitled to vote in a ballot shall be allowed to vote without interference from, or constraint imposed by, The Union or any of its members, officials or employees, and in order to uphold this requirement, the Board may make such directions as it may in its discretion decide.
4.4. Every member who is entitled to vote in a ballot, and who wishes to exercise that entitlement, must complete their vote electronically by the closing date determined under Rule 13.3.2 or, in the case of a non-electronic ballot, return their ballot paper by post, duly marked and in the ballot envelope provided under Regulation 1.4.2 of this Appendix above, to arrive at the place determined under Rule 13.3.2 by the closing date.

## 5. Ballot Envelopes and Return of Ballot Papers

5.1. The Board may, and in the case of any ballot conducted for the purposes of Rule 6, Rule 13 or Rule 14, shall, make such arrangements as may be reasonably practicable to ensure that each member entitled to vote in the ballot is able to do so without incurring any direct cost to themselves, including arrangements for the costs of postage, where applicable, to be met in the first instance by the Union.
5.2. In the case of a non-electronic ballot, the ballot envelope referred to in Regulation 1.4.2 of this Appendix shall be capable of being sealed and shall be addressed to the Returning Officer at the place determined under Rule 13.3.2. It shall bear, in bold letters, such words as may be necessary to identify the ballot or ballots in respect of which it has been issued.
5.3. In any case where the Board is required by Regulation 5.1 of this Appendix (or if it so determines) to make arrangements for the costs of postage to be met in the first instance by the Union, the ballot envelope shall bear a postage stamp or other stamp or mark showing that the envelope may be returned by post without direct cost to the voter.
5.4. The Returning Officer shall ensure that the electronic votes cast or, in the case of a non-electronic ballot, ballot envelopes returned under Regulation 4.4 of this Appendix, are maintained (unopened in the case of envelopes), as and when received, in a secure place and are so held (save only for the purpose of scrutiny under Regulation 8.1 of this Appendix) until the time fixed for the counting of votes.
6.1. In the case of any election or ballot not covered by the provisions of Regulation 1.1 of this Appendix, the Board may appoint two or more persons who are not members of the Board to act as Tellers for the purpose of scrutinising and counting the votes cast in any ballot. The Tellers and such persons as they may appoint under Regulation 8.6 of this Appendix shall keep secret any information that they may acquire as to the manner in which any given member or group of members voted.

## 7. Validation of Voting Documents

7.1. Each Voting Document shall be stamped with the stamp or seal of the Union or with some other mark capable of authenticating that particular Voting Document. No Voting Document shall be used for voting which is not so stamped or marked.
7.2. If in relation to any ballot and subject to Regulations 7.3 and 7.4 of this Appendix, the Returning Officer so determines, each Voting Document shall bear a mark or number unique to the member to whom such Voting Document is sent. Such mark or number shall be recorded against such member's name on the list or other record of members referred to in Regulation 1.5.
7.3. In addition to any other conditions of validity under these Regulations, a Voting Document shall only be regarded as valid in the case of an electronic ballot if:
7.3.1. having been transmitted electronically, is electronically authenticated and is transmitted in such a manner that any access code is unique to the member to whom it is sent and such code may be used only once, or;
7.3.2 when Voting Documents are sent to the member by non-electronic means, they are contained in the ballot envelope provided under Regulation 1.4.2 of this Appendix and such envelope is sealed.
7.4. In addition to any other conditions of validity under these Regulations, a Voting Document in the case of a non-electronic ballot shall only be regarded as valid if:
7.4.1. it is contained in the ballot envelope provided under Regulation 1.4.2 of this Appendix and such envelope is sealed, and;
7.4.2. the ballot envelope and the ballot paper have been returned by post to the Union at the address on the envelope, by the date and time specified on the ballot paper for that purpose, and;
7.4.3. the ballot paper bears the stamp or mark required by Regulation 7.1 of this Appendix, and;
7.4.4. no mark is made on any part of the ballot paper or ballot envelope which might in any way identify the voter, provided this condition shall not apply to any mark or number placed on the ballot envelope pursuant to a determination by the Returning Officer under Regulation 7.2 of this Appendix.

## 8. Conduct of the Count

8.1. In any ballot where, pursuant to Regulation 7.2 of this Appendix, the ballot envelopes have been uniquely marked or numbered, the Returning Officer shall scrutinise the marks or numbers on the ballot envelopes returned under Regulation 4.4 of this Appendix, and check them off against the list or other record of members handed to them under Regulation 1.5 of this Appendix.
8.2. At the place, date and time determined for the counting of ballot papers, and after completion of any scrutiny required by Regulation 8.1 of this Appendix, the Returning Officer shall carry out the following, in the order listed:
8.2.1. In the case of an electronic ballot:

### 8.2.1.1. Count the votes.

8.2.2. In the case of a non-electronic ballot:
8.2.2.1. Open the ballot envelopes which have been returned under Regulation 4.4 of this Appendix, and;
8.2.2.2. Clear away such ballot envelopes, and;
8.2.2.3. Count the votes.

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8.3. Any member shall be entitled to attend the counting of the Voting Documents, but shall comply with such directions as the Returning Officer may give for the purpose of securing that:
8.3.1. the count is conducted in an orderly manner, and;
8.3.2. no person (other than any Tellers and persons appointed by them under Regulation 8.6 of this Appendix) can discover how any given member or group of members has voted.
8.4. The Returning Officer shall decide whether any Voting Document is to be ruled invalid under the Rules and shall forthwith separate any such Voting Document and mark it "Invalid". The Returning Officer shall rule as invalid any ballot paper which:
8.4.1. does not indicate any vote, or;
8.4.2. indicates in a given voting box more than one vote, or;
8.4.3. contains more votes than the number of vacancies to be filled in the election, or;
8.4.4. does not comply with the conditions of validity set out in Regulation 7 of this Appendix.
8.5. At the conclusion of the count, the Returning Officer shall place the Voting Documents which have been counted and those which have been ruled invalid in separate, secure folders and shall retain them and the list referred to in Regulation 1.5 of this Appendix in a secure place for at least 90 (ninety) days after the closing date of the ballot. Thereafter, the Returning Officer shall pass these folders to a person approved by the Board who shall destroy them immediately. In the case of an election under the provisions of Rule 6, the Returning Officer shall retain the Voting Documents in a secure place for a period of 12 (twelve) months prior to forwarding them for destruction.
8.6. Any Tellers appointed under Regulation 6.1 of this Appendix may wholly or partly delegate the performance of their duties under Regulations 8.1 and 8.2 of this Appendix to such persons as they may determine (not being persons who, by reason of Regulation 6.1 of this Appendix would not be eligible to be Tellers), provided that the performance of such duties is at all times supervised by the Tellers.

## 9. The Result

9.1. The Returning Officer shall record the result of the ballot, including:
9.1.1. in the case of an election, the number of Voting Documents declared invalid and the number of votes cast for each candidate. Subject to any other provision of these Rules whereby a candidate's eligibility for election is defined or limited, the candidates (up to the number of vacancies to be filled in the election) receiving the largest number of votes shall be declared elected.
9.1.2. in the case of any other ballot, the number of votes cast in the ballot, the number of members voting 'Yes', the number of members voting 'No', and the number of individual Voting Documents. They shall declare the result of the ballot to be whichever of the answers receives the largest number of votes.
9.2. The Returning Officer shall declare such results in a written return. The return shall be signed by the Returning Officer, who shall deliver the same for transmission to the Board. Where required by statute the return shall incorporate the information required by s. 52 of the TULR(C)A.
9.3. Without prejudice to any powers in relation to any other ballot, the Board shall:
9.3.1. in the case of a ballot conducted for the purposes of Rule 14, take, as soon as is reasonably practicable such steps as are reasonably necessary after the holding of the ballot to ensure that all members who were entitled to vote in the ballot (other than those who were outside Great Britain throughout the period during which votes might be cast), are informed of the result of the ballot, as specified in Regulation 9.1.2 of this Appendix, and;
9.3.2. in the case of an election, inform the candidates in the election of the result(s) thereof, as specified in Regulation 9.1.1 of this Appendix.

## APPENDIX 2: PPU \& TASK GROUP STRUCTURE

| HEADS | BOARD MEMBER | BOARD MEMBER | BOARD MEMBER | BOARD MEMBER | BOARD MEMBER |
| :---: | :---: | :---: | :---: | :---: | :---: |
| $\begin{gathered} \text { SUB } \\ \text { TASKS } \end{gathered}$ | Safety, Scheduling, Technical \& Training (SST\&T) | Website, Marketing, Comms \& Campaigns (WMC\&C) | Internal Structure, Governmental \& International Affiliations (ISG\&IA) | Finance \& Budget (F\&B) | Members Welfare \& Benefits (MW\&B) |
| 1 | CAQ | Website | Constitution | Union Book Keeping \& Accounting | Member Support D\&G and Grievances |
| 2 | Industry Issues | e-working | Constitutional Review | Union Budgets \& Financial Planning | Union \& Members' Legal Proctection Policies |
| 3 | FTLs \& FRMS | SEO | Recognition | Financial Analysis | Members' T\&Cs |
| 4 | Scheduling \& Rostering | Newsletters | Staff Incentives \& Benefits | Union Tax Efficiency | Members' Pay |
| 5 | Aviation Security | Members news comms | Staff employment \& HR | Annual Return \& Audit | Tax Reflief on Subs |
| 6 | Flight Safety Newflow | Advertising revenue | Company Task Groups | Investment Planning | Members' LoL |
| 7 | Industry \& Regulator Safety Agencies Affiliation | Membership Build | Union election | Financial Services Commission Agreements | Member \& Union Discounts |
| 8 | Pro-Active Flight Safety Initiatives | Union organisational comms (ecomms) | Organisational Structure \& Planning |  | Members' Medical Insurance |
| 9 |  | Forum | Organisational Security |  | In-feed from other TGs |
| 10 |  | Member Joining Comms | Operation of PPU Heartbeat |  | Salary Data Collation |
| 11 |  | Video \& e-TV |  |  | 24/7/365 Member <br> Crisis Line Organisation \& Administration |
| 12 |  | Comms Admin |  |  |  |
| 13 |  | Campaign |  |  |  |
| 14 |  | Media |  |  |  |

## Our Structure

We're organised in to five Union Task Groups, each run by member-volunteers. The five Task Groups are:

## Internal Structure, Government \& International Affilliation

Website, Marketing, Comms \& Campaigns
Welfare \& Benefits
Safety, Scheduling, Technical \& Training

Finance \& Benefits

## EXECUTIVE BOARD

Spokesperson



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