

Canadian Union of Public Employees

Local 181

By-Laws

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PREAMBLE

These By-laws are designed to give proper balance to the administration of the local union.

DUTIES AND RESPONSIBILITIES OF Elected Officers and Members of Committees should be as widely dispersed as possible. It should not be left to the willing few to have to serve in multiple capacities. In other words, duties should be shared by the many, rather than the few. While various Committees have been designated as Standing Committees, this does not preclude the possibility of Special Committees being established from time to time as may be required or necessary.

In order to improve and maintain the social and economic welfare of its members and to give clear evidence of its recognition of the unity of Organized Labour, this Local had been formed as a result of the amalgamation of three Civic Unions, namely Local 181, 375, and 769 and does now establish these By-laws for its Government.

SECTION 1: UNION NAME

The name of this Union shall be: The Canadian Union of Public Employees, Local 181.

SECTION 2: PRINCIPALS AND OBJECTIVES

- A. To place the various occupations of its membership upon a high plane of efficiency and skill.
- B. To encourage the settlement of all disputes between a unit's member(s) and employer's administration by mediation and arbitration.
- C. To secure adequate remuneration for work performed.
- D. To reduce the hours of labour, and by all legal and proper means, elevate the moral, intellectual, and social conditions of all workers in general and of this Membership in particular.
- E. To support the Canadian Union of Public Employees in its objectives as set out in the Canadian Union of Public Employees Constitution.
- F. To unite in one organization, regardless of religion, race, creed, sex, political affiliation, nationality, sexual orientation, ability or age, all employees under the jurisdiction of this Local.
- G. To improve the health and safety and general working conditions within the workplace.
- H. To educate the Membership on the history of the Labour Movement and to develop and maintain an informed and dignified Membership, to work for the passage of improved legislation in the interest of all Labour, to enforce existing laws and to work to repeal those which are unjust to Labour, at all levels of government.

- I. To co-ordinate its activities at all levels to protect the interests of all its members in recognition of the principle that an injustice to one member is an injustice to all members and that in solidarity there is strength.

SECTION 3: JURISDICTION

The jurisdiction of this Local Union shall include any group of public employees in Brantford, Brant County, Six Nations on The Grand Reserve and Mississauga of the Credit Reserve who may apply for admittance to membership, provided such application for admittance receives a majority vote at a regular Executive Board Meeting, and is subsequently approved by the next Local Union meeting, and by the National Executive Board of CUPE.

SECTION 4: OFFICE AND HEADQUARTERS

The office and headquarters of this Local Union shall be located in Brantford, Brant County, Six Nations on The Grand Reserve and Mississauga of the Credit Reserve.

Section 5: Official Seal Removed

SECTION 5: MEETINGS

- A. General Membership Meetings shall be held on the first Tuesday of each month, September through June, at 5:00 p.m virtually, in-person or hybrid.
- B. A quorum for the transaction of business at any Regular or Special Meeting shall consist of at least nine (9) members in good standing, including at least three (3) members of the duly elected Table Officers. Should there not be a quorum, any decision made by the Executive Committee will be reported back for ratification at the next membership meeting.
- C. All meetings are not to exceed two and a half (2.5) hours duration unless an extension of time is moved, seconded, and passed by a majority of the members in attendance.
- D. The highest legislative and policy-forming body shall be the General Membership Meeting.
- E. Between General Membership Meetings, the highest authority shall be the Executive Board. Executive Board decisions shall be reported to the next General Membership Meeting. This includes dealing with all motions that were on the agenda or issues that arise between meetings.

SECTION 6: EXECUTIVE MEETINGS

- A. Table Officers shall be comprised of the elected officers of the Local which shall include the following:
 - 1. President
 - 2. Vice-President
 - 3. Secretary Treasurer
 - 4. Recording Secretary
 - 5. **Executive** Steward
 - 6. Membership Officer
- B. Any four (4) Unit chair or Table Officers shall constitute a quorum for the purpose of the Executive Meeting, provided however, that the President, or in his/her absence, the Vice-President, is in attendance at such Meeting.
- C. The Executive Meeting shall occur the first Tuesday of each month, September through June, at 2:00 p.m.

SECTION 7: SPECIAL MEETINGS

- A. Special Meetings may be called by order of the Executive Board, or by written request of twenty (20) Members.
- B. No business shall be transacted at such Special Meetings, other than that for which the Special Meeting had been called.
- C. At least seventy-two (72) hours notice in writing to the Recording Officer must be given of all Special Meetings.
- D. All members potentially affected by the business of the Special Meeting must be notified by union board posting in each workplace.
- E. A Special Meeting will only be deemed valid when the President or his/her designate presides.

SECTION 8: OFFICERS

- A. The Officers of the Union shall consist of:
 - 1. President
 - 2. Vice-President
 - 3. Secretary-Treasurer
 - 4. Recording Secretary
 - 5. Unit Chairpersons (one for each bargaining unit)

6. **Executive Steward**
 7. **Membership Officer**
 8. **Public Relations Officer**
 9. **Three (3) Trustees: one 1 Year term, one 2 Year term, one 3 Year term**
-
- B. All officers shall be elected at the Biennial Election Meetings, in odd numbered years and shall be elected by the General membership at large, with the exception of the Unit Chairpersons, who shall be elected by the Members of the respective Units they will represent,
 - C. Upon termination of any Officer, they shall surrender all properties, assets, funds and all records of the Local Union to the Local at the end of their term of office.
 - D. All Officers with signing authority for the Local shall be bonded in an amount not less than three thousand dollars (\$3,000.00), or such other greater sum as may be decided at a Special Meeting or as provided for by CUPE National. Any Officer with signing authority who cannot qualify for a bond shall immediately be disqualified from office.
 - E. The Union shall maintain credit cards for use by the President, Vice-President, Public Relations Officer and the Secretary-Treasurer strictly for approved Union business and unforeseen legitimate emergencies for delegates at conventions, schools, seminars and rallies. All Officers with a credit card shall provide a full accounting of all expenditures made on the credit card. In the event these Officers utilize the credit in a manner in violation of these by-laws, at a minimum penalty, the amount shall be deducted from the officer's honorarium, and the officer will be deemed to have resigned from his or her office. Billing information from the credit card company shall be issued to the Secretary-Treasurer for payment purposes and to a member of the Officers of the Union, other than the President or Vice-President as determined by the Executive Committee.

SECTION 9: PRESIDENT

It shall be the duty of the President to:

- A. Preside over all Executive Board **and General Membership Meetings**, which shall be provided for in Section 11; to preserve order and enforce the Constitution and the By-laws; to see that all Officers perform their respective duties; appoint all committees acting on the behalf of the Local not otherwise provided for; act as Chief Executive Officer of the Local; and shall be an exofficio member of all committees which act on behalf of the Local.

- B. Decide all questions of order; subject to an appeal by a Member of the Union, but they shall not vote on such an appeal; announce the results of all votes and enforce all fines and penalties and shall have power to call Special Meetings when requested by the Executive Board or twenty (20) Members in writing.
- C. Sign all orders on the Treasury for such monies as shall, by the Constitution and By-Laws or by vote of the Union, be ordered paid; sign all cheques and drafts on the bank and perform such other duties as the Constitution and By-Laws of the Union may require.
- D. The President shall be allowed monthly funds necessary to reimburse themselves or any Officer for expenses incurred on behalf of the Union; they **must** submit signed vouchers, indicating the purpose of expenses, and such amounts are subject to the approval of the executive board. Such accounts approved in the regular manner shall be included with the bills presented to the membership at the General Membership Meeting immediately following reimbursement.
- E. The President shall have the authority to interpret these bylaws. Interpretation shall be fair and will ensure the intent and objectives of these Bylaws, subject to National Constitution.
- F. The President is to receive **four (4)** paid days off per month to perform Union business. This time to be paid by the Local Union unless paid for by an Employer.
- G. The President's duties shall include negotiations and stewarding in their home unit if so offered by the unit chair and accepted by the President. Furthermore, the duties of the President shall include negotiations and stewarding in all other units if so requested by the unit chair and if the President can secure a union leave from their employer.
- H. In the event of a unit chair vacancy, the duties of the President, or their designate, shall include that of unit chair until the vacancy is filled in accordance with these by-laws.

SECTION 10: VICE-PRESIDENT

It shall be the duty of the Vice-President to:

- A. In the absence of the President, to preside and perform the duties pertaining to the Office of President.
- B. Render such assistance to the President as may be required, and in the case of a vacancy in the Office of President, will act as President until the Union elects a President to fill the vacancy.
- C. To be responsible for the co-ordination of issues between all bargaining units of the Local.

- D. Be a co-signatory on the Treasury,
- E. The Vice-President's duties shall include negotiations and stewarding in their home unit if so offered by the unit chair and accepted by the Vice-President. The duties of the Vice-President shall include negotiations in all other units if so requested by the unit chair and if the Vice-President can secure a union leave from their employer and if the President is unable to attend. The duties of the Vice-President shall include stewarding in all other units if so requested by the unit chair and if the Vice-President can secure a union leave from their employer and if the President and the Executive Steward are unable to attend.
- F. The Vice-President is to receive up to two (2) paid days off per month to perform Union business. This time to be paid by the Local Union unless paid for by an Employer.

SECTION 11: RECORDING SECRETARY

It shall be the duty of the Recording Secretary to:

- A. Keep full, accurate, and impartial account of the proceedings of all regular or special membership and Executive Board meetings. These records must also include a copy of the full financial report (Executive Board meetings) and the written financial report (membership meetings) presented by the Secretary-Treasurer. The record will also include Trustees' reports.
- B. Keep full and accurate accounts of the proceedings of all meetings; record all Motions, with the mover and seconder's name, in the record or minute book of the Union; record all alterations in the Rules and By-laws by Motion or Amendment; fulfill such other recording duties designated by the President.
- C. Receive and answer all correspondence subject to executive board approval and file a copy of all letters sent out; sign all orders for payment; prepare and issue circulars and notices for issuance to the Membership in conjunction with the Public Relations Officer in sufficient time to permit their attendance.
- D. Have all books, papers, etc., ready all times upon reasonable notice, for the Auditors or Trustees.
- E. The Recording Secretary is to receive two (2) paid days off per month to perform Union business. This time to be paid by the Local Union unless paid for by an Employer.
- F. After an election, make and forward a complete list of the duly elected representatives of the Local and appropriate unit to the Human Resources department of the appropriate administration, a copy of which is to be sent to the

CUPE staff representative, CUPE Ontario Division, the National Office of CUPE and all other affiliates.

- G. On termination of office shall immediately surrender all properties, assets, funds and all records of the Local Union, including electronic records and spreadsheets, to the Local at the end of their term of office.
- H. To be responsible for making the Executive membership aware of any information of an educational nature that might assist a member's Union Awareness. Recording Secretary shall undertake the job of making the arrangements for schools, seminars, conventions, conferences, etc.

SECTION 12: SECRETARY TREASURER

It shall be the duty of the Secretary Treasurer to:

- A. Receive all Initiation Fees, Dues and Assessments, and shall keep a record of each member's payment.
- B. Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences.
- C. Within every fifteen (15) days, deposit all monies in a Bank and/or Credit Union of the Union's choice, and receive a receipt for same.
- D. Prepare necessary per capita tax forms and remit payment by the last day of the following month unless direct remittance to the National Union is utilized.
- E. The Secretary-Treasurer is to receive two (2) paid days off per month to perform Union business. This time to be paid by the Local Union unless paid for by an Employer.
- F. Not later than February 28th of each year, for the purpose of Income Tax deductions, furnish each member with a statement, supplied by the Union, showing the amount of dues paid by him during the preceding calendar year unless otherwise provided by the employer.
- G. Make all books available for inspection by the Trustees and/or auditors on reasonable notice. Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees. The books shall be audited semi-annually and the Treasury Officer shall prepare audit reports in conjunction with the auditing committee on the standard forms supplied by CUPE.

- H. Pay no monies except on vouchers duly signed by two signatories of the Local. No voucher shall be required for payments of per capita to any organization to which this Union is affiliated.
- I. Immediately notify all employers in writing of any changes to the Union Dues rate.
- J. Shall keep all financial accounts of the Local and shall maintain correct and proper count of its members and make full financial reports at all Executive Meetings on a monthly basis and make a written financial report to each regular membership meeting, detailing all income and expenditures for the period.
- K. Shall, on behalf of the Membership, be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or vouchers for every disbursement made, receipts for all money sent to CUPE headquarters as well as records and supporting documentation for all income received by the Local Union.
- L. Shall make application for bonding on behalf of each officer of this Local as prescribed by these bylaws unless otherwise provide by CUPE National. Such application shall be made within 30 (thirty) days of election to a position and in an amount prescribed by these bylaws. The Treasurer shall immediately notify the President, or, if the President is a member who cannot be bonded, the Vice-President, of any officer(s) not eligible for bonding. As per Article 9 (D), this member will be immediately disqualified from office, and the Local Union shall proceed with an election of a new officer. Proof of bonding shall be presented to the General Membership upon receipt.
- M. On termination of office shall immediately surrender all properties, assets, funds and all records of the Local Union, including electronic records and spreadsheets, to the Local at the end of their term of office.
- N. In conjunction with the Trustees, prepare, submit and provide rationale for a proposed annual budget at the January Membership Meeting. The budget shall be amended or accepted by majority vote at the January membership meeting.

SECTION 13: UNIT CHAIRPERSONS

NOTE: "UNIT", for the purpose of these By-laws, shall be deemed to be a group of employees covered by a single CUPE collective agreement with an Employer with the intent that collective bargaining takes place and affects only those employees, or, two or more distinct groups of employees covered by a corresponding number of distinct CUPE collective agreements with a single Employer with the intent that collective bargaining takes place under the authority of a single Bargaining Committee and affects only those employees.

It shall be the duty of the Chairpersons of the respective Units of the Local to:

- A. Arrange all necessary and authorized meetings and if required an annual meeting of their Units.
- B. Make such financial arrangements with the Executive Board as may be deemed necessary prior to arranging such meetings, so that the Treasury Officer of the Union may have direction in paying the expenses incurred as a result of such meetings.
- C. Assign a designate Steward to act as Unit Chair in the event of a scheduled absence, such as vacation, or extended leave. Unit Chair to notify the Executive Members of a prolonged absence.
- D. Appoint all shop stewards and special committees as outlined in the agreements of their respective Units, and report these special appointments to the Executive Board.
- E. The duties of the Unit Chairpersons shall include stewarding and negotiations.
- F. Provide the Executive Steward with a copy of the collective agreement(s) for that unit as soon as it is made available to the Unit following signing and publication and a copy of all subsequent amendments negotiated during the duration of the collective agreement(s). Provide a copy of all grievances, when filed.
- G. No Unit Chairperson shall enter into any form of negotiation with any employer except in the presence of the CUPE National Representative.
- H. Each Unit Chairperson must be employed within the Unit for which they preside.
- I. Book union leave as needed to deal with day to day union business; or to book union leave as needed to prepare for arbitration, mediation and negotiations, when meeting with the National CUPE Representative.
- J. Make a complete list of Unit Stewards, and make a copy available to the Recording Secretary.

SECTION 14: EXECUTIVE STEWARD

It shall be the duty of the Executive Steward to:

- A. Arrange all meetings of the Local Grievance Committee; to chair such meetings and make a report of such meetings to the Executive Board.
- B. Appoint a member of the Grievance Committee to act on his behalf as Executive Steward when he is absent for any reason.
- C. See that a representative of the Local Grievance Committee and/or a CUPE Representative is available to assist in processing grievances whenever the Executive Steward and Executive Unit Steward deem it necessary.

- D. Assign a designate to act as Executive Steward in the event of a scheduled absence, such as vacation, or extended leave. Executive Steward to notify the Executive Members of a prolonged absence.
- E. Conduct Local Grievance Committee meetings as required and to chair such meetings.
- F. Be conversant with the Collective Agreements of the respective Units, and shall require a copy of the latest agreements, amendments and up-to-date seniority lists of each Unit from the appropriate Unit Chair.
- G. Be available to both Union and Management as is reasonable and allowable.
- H. Be directly responsible to the Executive Board.
- I. Make a complete list of Unit Stewards, and make a copy available to the Recording Officer.
- J. Maintain a proper filing system for grievances and Collective Agreements at the Union office.
- K. The Executive Steward's duties shall include negotiations and stewarding in their home unit if so offered by the unit chair and accepted by the Executive Steward. The duties of the Executive Steward shall include stewarding in all other units if so requested by the unit chair and if the Executive Steward can secure a union leave from their employer and if the President is unable to attend. The duties of the Executive Steward shall include negotiations in all other units if so requested by the unit chair and if the Executive Steward can secure a union leave from their employer and if the President and the Vice-President are unable to attend.
- L. Book union leave as needed to deal with day to day union business; or to book union leave as needed to prepare for arbitration, mediation and negotiations

Note: All references to Chief Steward are now Executive Steward

SECTION 15: Membership Officer

It shall be the duty of the Membership Officer to:

- A. Take up their position at the inner door of the meeting place and examine all present at regular and special meetings of the Local and allow none to remain on the floor who are not members in good standing, CUPE National Representatives or approved guests of the Local.
- B. Obtain the names of those awaiting Initiation and report such names to the President who will introduce the Candidates through the Initiation Ceremony.
- C. Keep a record of attendance at each regular or special meeting of the Local and, when required, enforce the showing of Union Cards or other identification at the door.

- D. Shall assist the Presiding Chair at all times in conducting an orderly meeting and shall expel any person from the meeting when so directed by the Presiding Chair.
- E. Report to the Executive Board, any member who has failed to keep his or her obligation.
- F. Shall be empowered, when requested by an incoming Officer, to contact the outgoing Officer and to recover all Union property.
- G. Perform such other duties as may, from time to time, be assigned by the President.
- H. Maintain active membership lists (as best as possible) from information gathered through Unit Chair's, insure general membership meetings get distributed via Email

SECTION 16: PUBLIC RELATIONS OFFICER

The duties of this office shall consist of:

- A. Preparing news releases for social media platforms, radio station, CUPE Journal and Ontario Division News, the highlights of the general meetings with the approval of the President or designate.
- B. Promoting good relations with employers and the public.
- C. Assisting the Recording Secretary in preparing bulletins and attractive meeting notices, and generally promoting good attendance at meetings.
- D. The election for the office of Public Relations Officer shall take place at the same time as the annual election of officers of the Local.
- E. Chair the public relations committee and report back to the Executive Board on activities.
- F. May book union leave, as needed, to perform Union business. This time to be paid by the Local Union unless paid for by an Employer.

SECTION 17: Union Stewards

It shall be the duty of the Union Stewards to:

- A. Investigate, write, and present possible grievances to the Unit Chair on behalf of members.
- B. Handle member-to-member conflict.
- C. Help to solve problems outside the grievance procedure.
- D. Ensure good communication between the members and the executive.

- E. Educate members about the collective agreement, and about the union's role in the workplace.
- F. Mobilize members to support the union's role in bargaining, to attend public rallies, etc.
- G. Help a member get accommodation or return to work after an injury or illness.
- H. To attend Executive Meetings on behalf of the Unit Chair.
- I. To attend all necessary and authorized meetings, and an Annual meeting of their units.

SECTION 18: TRUSTEES

- A. It shall be the duty of the Trustees to act as an auditing committee on behalf of the Membership. They shall audit all books and accounts of the Secretary-Treasurer, the Recording Secretary and Standing Committees at least once (1) per calendar year, and shall report in writing to the next regular meeting of the Union following the end of each half year; specifically January and July.
- B. The Trustees shall inspect at least once a year any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local.
- C. The Trustees shall make a written report of their findings to the first Membership meeting following completion of each audit;
- D. The Trustees shall submit in writing to the President and Secretary-Treasurer any recommendation and/or concerns they feel should be reviewed in order to ensure that the Local's funds, records and accounts are being properly maintained by the Secretary-Treasurer in an organized, correct and proper manner.
- E. The Trustees shall be responsible to ensure that monies are not paid out without proper constitutional or Membership authorization.
- F. The Trustees shall ensure that proper financial reports are made to the Membership.
- G. The Trustees shall audit the record of attendance.
- H. The Trustees shall send a copy of the completed audit report (on the prescribed form provided by the National Secretary-Treasurer) as well as a copy of their report to the Local Union Membership along with a copy of their recommendations and/or concerns to the President and Secretary-Treasurer and the Secretary-Treasurer's response, to the National Secretary-Treasurer of the Canadian Union of Public Employees, with a copy to the assigned servicing representative(s).

SECTION 19: EXECUTIVE BOARD

It shall be the duty of the Executive Board to:

- A. Administer and carry out all work delegated to it by the Union.
- B. Receive, consider and report on all Grievances as submitted in writing and signed by the Complaint or Complainants, as provided for in the Collective Agreements. Said Grievances shall be submitted to the Board by the Executive Steward and/or Unit Chair together with recommendations by the Local Grievance Committee.
- C. All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution.
- D. Should any Officer or Board member fail to answer the Roll Call for three (3) consecutive general meetings or three consecutive executive meetings without having submitted a good reason for such absence, the office shall be declared vacant, and that vacancy be filled on the recommendation of the Executive Board, at the following membership meeting. Should no suitable candidate for a unit chair vacancy be determined by the Executive Board, the Executive Board shall administer the Unit until regular election time.
- E. The Executive Board shall make recommendations to the General Membership Meeting with regard to communications, committee reports and all matters affecting the Local.
- F. Any member holding office or position within the Union, upon accepting duties with his/her employer which require that they may have to supervise Local 181 members, shall be deemed to have immediately resigned from such union office or position for the duration of the term of union office or position. When the union position or office is deemed vacant, that vacancy shall be filled in compliance with Article 18 (D).
- G. The Executive Board may approve time sensitive expenditures for conferences, schools, conventions and rallies during the summer break, due to lack of quorum and between general membership meetings. The approval of a financial expenditure as described above must have 66 2/3% support of the Officers of the Local but shall not include the Trustees. The Executive Board shall demonstrate the utmost standards and discretion when considering such expenditures. A full reporting of the expenditure shall be provided at the following general membership meeting.

SECTION 20: STANDING COMMITTEES

- A. The following Standing Committees shall be:
 - 1. Local Grievance Committee
 - 2. Public Relations Committee

- B. Delegates to the Brantford and District Labour Council shall preferably be elected by the Membership but shall be appointed by The Executive Board should there remain vacancies following regular elections or due to resignation. An official reporter for these delegates shall be selected among the delegates, and the reporter shall be required to report to the General Membership meetings on proceedings of the Labour Council.
- C. Delegates to the CUPE District Council shall preferably be elected by the Membership but shall be appointed by the Executive Board in case of vacancy following regular elections or due to resignation. An official reporter shall be selected among the delegates, and the reporter shall be required to report to the General Membership meetings on proceedings at recent meetings of the District Council.

SECTION 21: INITIATION FEES AND UNION DUES

a. ~~Initiation Fee~~

~~Payment of initiation fees is a tangible confirmation of the desire to become a member of your Local Union and the Canadian Union of Public Employees. Each application for membership in the Local Union will be directed to the Secretary-Treasurer and will be accompanied by an initiation fee of \$1.00 dollar which shall be in addition to monthly dues. The Secretary-Treasurer shall issue a receipt. If the application is rejected, the fee shall be returned.~~

(Articles B.4.1 and B.8.2)

b. Readmission Fee

The readmission fee shall be \$2.00.

(Article B.4.1)

c. Monthly Dues

The monthly dues shall be 1.50 % of regular wages.

(Article B.4.3)

d. Amending Monthly Dues

The regular monthly dues may be amended at a regular or special membership meeting. The vote must be by secret ballot. Notice of at least seven days at a previous meeting or 60 days in writing must be given.

(Article B.4.3)

e. Assessments

Assessments may be levied in accordance with the CUPE Constitution. Assessments do not mean or include regular monthly dues and are applied for a specific purpose or specific length of time. Membership approval is required and the assessment will only be applied after the National President approves the assessment.

(Article B.4.2)

- A. Upon being accepted by the general membership, the applicant, after being escorted into the meeting hall by the Membership Officer, shall pay to the Secretary Treasurer, unless otherwise deducted on behalf of the Union by the Employer the initiation Fee. The president shall then administer the oath. No application for membership shall be voted upon unless the applicant is in attendance.
- B. Members on lay-off shall not be required to pay dues, but after twelve (12) consecutive months layoff, will be required to be re-instated and pay full initiation fees. At no time will any exception be made to this section.
- C. All new employees, temporary, winter works, students and permanent probationary employees shall be obliged to pay the initiation fee and Union dues unless otherwise exempted from such payments under the terms of a Collective Agreement.
- D. All Union dues shall be deducted automatically by payroll deductions wherever possible.

SECTION 22: – NON-PAYMENT OF DUES AND ASSESSMENTS

A member who fails to pay dues and assessments for three months is automatically suspended from membership. The suspension will be reported to the Executive Board by the Secretary-Treasurer. The Executive Board will report all suspensions to the next membership meeting. The member may return to membership in good standing by paying a readmission fee and any other penalty set by the Local Union. The readmission fee cannot be less than the initiation fee of the Local Union.

A member who has been unemployed or unable to work because of sickness shall pay the readmission fee but may not be required to pay arrears.

(Article B.8.6)

SECTION 23: SPECIAL COMMITTEES

Special Committees (except special Unit Committees as outlined in Section 14) may be set up either by election or at any general meeting, or by appointment by the President as directed by the meeting. At least two (2) Executive Board Members shall act on all Special Committees.

SECTION 24: VOTING OF FUNDS

- A. "Ordinary expenses and bills as provided for in these by-laws or approved by a 66 2/3 majority of the Executive Officers, provided a full accounting is provided to the General Membership at every membership meeting through the **Secretary Treasurer's** report, shall be considered pre-authorized by the General Membership. Ordinary expenses and bills shall include, but not be limited to, reasonable: convention, conference, school, rally, grievance, mediation, arbitration and negotiation costs, kilometrage reimbursement, office supplies, technology upgrades and replacements, honorariums, bereavement and retirement gifts, regular union operating costs such as rent, phone and internet bills, collective agreement printing, strike/lockout preparation and strike/lockout expenditures.
- B. All other proposed financial expenditures must be put forward as a motion and, in the case of motions exceeding a sum of two hundred and fifty dollars (\$250.00), they must be put forward as a Notice of Motion. Notices of Motion will be voted on at the following meeting. All Notices of Motion must be advertised in meeting flyer either sent to membership via email or posted on the union board. All motions must comply with Canada Revenue Agency requirements and the Vice-President shall be responsible for ensuring and completing such compliance.
- C. All financial motions shall be provided to the Executive in writing on the prescribed Financial Motion form to be made available from the Secretary Treasurer.

SECTION 25: DELEGATES TO CONVENTIONS, SCHOOLS OR SEMINARS

- A. For all Conventions of CUPE Local 181 affiliates, the President shall represent the Local at the Convention by virtue of office. The Executive Board shall make recommendations to the floor, as to the remaining number of paid delegates to be elected to represent the Local at such Conventions. Nominations and Elections of such candidates shall be held at the same meeting. Only members who have been in good standing for at least twelve (12) months prior to such Elections with at least six (6) months previous experience as a member of the Executive Board, or twelve (12) months experience as a unit steward, may stand for election to such conventions.

Nominations and Elections of such candidates shall be held at the same meeting. Nominations and Elections for the CUPE Ontario Division Convention shall be held in January of each year and Nominations and Elections for the CUPE National Convention shall be held in June of the year of the Convention. Nominations and

Elections for all other Conventions shall be conducted upon receipt of the Call of Convention.

- B. When students are called for to attend Schools or Seminars, the members of the Executive and the President as ex-officio shall be given due consideration. The Executive shall make recommendations to the floor as to the number of students to represent the Local.
- C. The Local shall pay the registration fees of all delegates attending Conventions, Schools, and Seminars, together with other allowances as outlined in section 24.
- D. Delegates registered for Conventions, Conferences, Seminars and Union Schools are expected to attend all sessions. Any member who fails to attend the sessions for which they are registered; without just cause to the satisfaction of the Executive Board, shall reimburse the Local Union for all expenses incurred by the Local. Delegates shall be paid an allowance for living expenses, transportation allowance, and an allowance equal to any loss of salary necessitated by attendance. These allowances will be paid in accordance with the following schedule:

Travel

- i. Tourist, economy or coach rate of a carrier approved by the Executive Board.
- ii. Members shall be reimbursed for kilometrage at the highest rate established in any CUPE Local 181 collective agreement for travel. The cost of any reimbursement shall not exceed the combined cost of airfare, parking and transportation. Every effort shall be made by the member to find the most economical means of transportation.
- iii. Kilometre reimbursement in accordance with the rates established by highest of the collective agreements in the local
- iv. Parking costs.

Meals

- i. \$20.00 breakfast allowance.
- ii. \$30.00 lunch allowance.
- iii. \$40.00 dinner allowance.

(Only applicable where meals are not provided. The meal allowance shall be issued to the delegate/alternate by the Local prior to the Convention, Conference, Seminar or Union School. Receipts for meal allowance are not required).

Accommodations

Accommodation rate at a hotel/**rental** approved by the Executive Board where accommodations are not provided.

- E. The Union shall not be responsible for any property damage or hotel incidental costs, any accidents or injury to Delegates or for any property damage incurred by any Delegates.
- F. Where otherwise not provided for by the Employer, the Local shall provide WSIB, or equivalent, coverage for all members attending a convention, school or seminar.
- G. In all cases, the Board and Committees shall consider the annual budget approved at the January membership meeting when determining the number of delegates to recommend to attend convention, schools and seminars.

Cellphone Cost Allowance

- A. Cellphone Allowance will be issued to the Table Officers and Unit Chairs for **\$60** per month shall be paid semi-annually in April and October. Table Officers and Unit Chairs can opt out by notifying the Secretary Treasurer.

SECTION 26: NOMINATIONS FOR OFFICE

Nominations for all Elective Officers shall be received only at the Regular General Membership meeting in September. A member shall be allowed to have their name filed at such meeting if he intends to stand for any office, in writing and duly witnessed by another member. Members must state their intent to stand for office at the Nomination meeting. Any member with objections concerning a Nominee must state said objections at the time the Nominee confirms their intent to stand for election. Nominees for the position of unit chair must be employed in the respective unit and nominated and seconded by members employed in the same respective unit.

SECTION 27: ELECTIONS OF OFFICE

- A. Elections for office shall be held biennially in odd numbered years. The President shall, subject to the approval of members, appoint a Returning Officer and Assistants. They shall be members in good standing and not Candidates for Office.
- B. The Returning Officer and Assistants shall have full responsibility for conducting the Elections as set out in these By-laws. They shall treat all information submitted in connection with this office as confidential. The Returning Officer shall make a report

- to the meeting at the time appointed. The Returning Officer shall also be responsible for the Issuing and Receiving of the ballots to and from the members.
- C. The Elections shall be held on the day of the General Membership meeting in October. The method of Election shall be by Secret Ballot. Immediately following the close of voting, the Returning Officer and Assistants shall proceed to count the ballots, and upon completion of same, shall notify the President that he/she is ready to report.
 - D. The form of ballot shall be decided upon by the Executive Board who shall be responsible for the preparation of sufficient ballots.
 - E. Any Candidates may appeal for a recount of the votes for whichever office he/she was a candidate, or the General Membership meeting itself without an appeal, may order a recount of any or all elections.
 - F. A majority of the votes cast shall be required before a Candidate can be declared elected. Second and subsequent ballots shall be taken if necessary to obtain a majority. On the second and subsequent ballot, the Candidate receiving the lowest number of votes in the previous ballot shall be dropped.
 - G. The Election of each office shall be completed before nominations may be accepted for any subsequent office. In every case, the Returning Officer shall announce the number of votes cast in favour of each Candidate, and the same shall be recorded in the minute book.
 - H. When two or more nominees are to be elected to any office by ballot, each member voting will be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.
 - I. No member shall be elected to more than 1 (one) position.
 - J. It shall be the duty of the Membership to vote on the disposal of the ballots used.

SECTION 28: DEBATES

No member except the Chairperson of a Committee making a report, or the Mover of a resolution, shall speak more than five (5) minutes, or more than once on the same question until all others have been given the opportunity to speak.

SECTION 29: INSTALLATION OF OFFICERS

- A. All duly Elected Officers shall be installed at the meeting at which elections are held
- B. All duly elected officers shall continue in office for two year or until a successor has been elected and installed, provided, however, that no term of office shall be longer than three years.

- C. In the case of Trustees, Nominations and Elections for the three-year office will be held each year as per Section 25 & 26: The Three-year Officer will fill the Two-year term. The Two-year Officer will fill the One-year term. The One-year Officer will have finished his/her term.
- D. The Second-year Trustee shall be the Chairperson and give the reports.

SECTION 30: SPECIAL RULES OF ORDER

With the exception of the foregoing limit on debates, the rules of order of this Union shall be those laid down by the Constitution of CUPE.

SECTION 31: INTERPRETATION

In these By-laws, masculine pronouns, whenever used, shall include the female gender.

SECTION 32: REAL ESTATE

The Executive Officers shall hold title to any real Estate of the Union as Trustees for the Union. They shall have no right to sell, convey, or encumber any Real Estate without first submitting the proposition to a special Meeting, and such proposition is approved.

SECTION 33: ORDER OF BUSINESS

The order of Business shall include those of the Ritual of the Canadian Union of Public Employees:

1. Reading the Equality Statement
2. Reading the Land Acknowledgement
3. Roll Call of Officers
4. Voting on new members and Initiation of Candidates
5. Reading of the minutes of the previous meeting
6. Matters arising from the minutes
7. Secretary Treasurer's Report
8. Communications and Bills
9. Executive Board Report
10. Reports of Committees and Delegates
11. Nominations, Elections, or Installations
12. Unfinished Business

13. New Business
14. Good of the Union
15. Adjournment

SECTION 34: RULES OF ORDER

1. The President, or in the President's absence, the Vice-president, shall take the chair at the time specified, at all General Membership meetings or Special Meetings. In the absence of both President and Vice-president, one of the Table Officers shall chair the meeting.
2. The President shall state every question coming before the Union, and before allowing debate thereon, and immediately before putting it to a vote, shall ask "Is the Union ready for the question?" Should no member rise to speak, and the Union indicates readiness, the question shall be put. After the President has risen, no member shall be permitted to speak on it.
3. A motion to be entertained by the Presiding Officer must be seconded and the mover, as well as the seconder, must rise, state their name and be recognized by the Presiding Officer.
4. A motion to amend, or amend an amendment, shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment or amendment to an amendment shall be in order, which is a direct negative of the Resolution.
5. On motion, the Regular Order of Business may be suspended by a two-thirds (2/3) majority of those present, to deal with any urgent business.
6. All Resolutions and Motions other than those named in Rule 17, or to accept or adopt the report or a Committee, shall if requested by the Presiding Officer, be presented in writing before being put to the Union.
7. At the request of any member, and upon a majority vote of those present, a question may be divided when the sense will admit of it.
8. Any member, having made a Motion, can withdraw it with the consent of the seconder, but a motion once debated, cannot be withdrawn except by a majority vote of those present.
9. When a member desires to speak on a question or offers a Motion, the member shall rise in his/her place and respectfully address the Presiding Officer, but shall not proceed further until recognized by the Presiding Officer, except to state that he/she rises to a point of Order, or on a question of privilege.
10. When two or more members rise at the same to speak, the Presiding Officer shall decide which one is entitled to the floor.

11. Every member, while speaking, shall adhere to the question under debate, avoid all personal, indecorous or offensive language, as well as any reflections on the Union, or any Union member thereof.
12. If a member, while speaking, is called to order, the member shall cease speaking until the point is determined. If decided in order, the member may again proceed.
13. No Sectarian (that is to say, religious discussion) discussion shall be permitted in the meeting at any time.
14. No member, except a Chairperson of a Committee or the mover or seconder of a Resolution, shall speak more than ten (10) minutes at any one time, or more than once in the same question, until all members wishing to speak have had an opportunity to do so, when the member may be allowed to speak a second time by permission of the Chair.
15. The President shall take no part in debate while presiding but may yield the chair to the Vice-President- in order to speak on any question before the Union, or to introduce a new question.
16. The Presiding Officer shall have the right as any other members to vote on any question. In case of a tie vote, the Presiding Officer may give the casting vote, or if the Presiding Officer chooses, refrain from voting, in which case the motion does not prevail, and the decision is in the negative.
17. When a question has been put, no motion shall be in order except:
 - a. to adjourn
 - b. the previous question
 - c. to lay on the table
 - d. to postpone for a definite time
 - e. to refer
 - f. to divide or amend; which motions shall have precedence in order named.The first three (3) of
 - g. these shall be decided without debate.
18. A motion for the previous question, when regularly moved and seconded, shall be put in this form: "Shall the main question be now put?" If adopted, the President shall proceed to take the vote on the Resolution and amendments thereto (if any) according to their priority. If an amendment or an amendment to an amendment is adopted, the original resolution, as amended, shall be put to the Union.
19. A motion to adjourn is in order except when a member has the floor, or when the members are voting.
20. A motion to adjourn, having been put and lost, shall not be in order again if there is further business before the Union, until fifteen (15) minutes has elapsed.

21. The President shall have the right to vote on matters before any meeting. In the event of a tied vote, the President shall have the right to cast a tie-breaking vote.
22. A vote on a motion resulting in a tie where the President opts not to cast the tiebreaking vote, shall result in the motion being defeated.
23. Before the Presiding Officer declares the vote on a question, or after a vote has been declared lost, or carried by acclamation and before the Union proceeds to another order of business, any member may ask for a decision. A standing vote shall be taken, and the Recording Officer shall count same.
24. If any member feels himself personally aggrieved by the decision of the Chair, the member may appeal to the Union from such decision.
25. When the decision of the President is appealed from, the President shall state his/her decision, and the reasons therefore, from the Chair. The party appealing there from shall briefly state the reason for the appeal, after which, without further debate, the question shall be put thus: "Shall the decision of the Chair stand as the decision of the of the Union? It shall require a majority vote to sustain such appeal.
26. After a question has been decided, any two (2) members who have voted in the majority, may at the same meeting, move reconsideration thereof.
27. No. member shall enter or leave a meeting during the reading of the minutes, initiation of new members, installation of officers, or the taking of a vote. No member shall be allowed to leave without the permission of the Vice-president.
28. Proxy voting (and/or write-in votes) shall be deemed: illegal and not allowed.
29. All business conducted by the Union shall be strictly secret to all outside the Union.
30. All rules and procedures of debate not herein provided for, shall be defined in the Constitution of the Canadian Union of Public Employees.

STANDING COMMITTEES

SECTION 35: GRIEVANCE COMMITTEE

This Committee shall consist of the Executive Steward and the Unit Chairs. The Executive Steward shall be the Chairperson of this committee. It shall be the responsibility of this Committee to process all grievances not settled in the initial stage. All reports of this committee shall be submitted by the Chairperson, first to the Executive Board, then to the General Membership meeting, and to none other, except as may be directed by the Executive Board. The Executive Board shall be held responsible for the proper maintenance of this Committee.

SECTION 36: PUBLIC RELATIONS COMMITTEE

The duties of this committee shall consist of:

- A. Preparing news releases for social media platforms, radio station, CUPE Journal and Ontario Division News, the highlights of the general meetings with the approval of the President or designate.
- B. Promoting good relations with employers and the public.
- C. Assisting the Recording Secretary in preparing bulletins and attractive meeting notices and generally promoting good attendance at meetings.
- D. The election for the office of Public Relations Officer shall take place at the same time as the annual election of officers of the Local.
- E. The Public Relations Officer will chair the public relations committee and report back to the Executive Board on activities.

SECTION 37: PREPARATION OF COLLECTIVE AGREEMENTS

Prior to the expiry date of the Collective Agreements, the Unit Negotiating Committees, in consultation with the Representative of the Canadian Union of Public employees shall prepare a new proposed agreement. It shall be the duty of the Negotiating Committee to endeavour to affect a new agreement before the expiry date of the current agreement so that the new agreement may take effect the day following expiry of the current agreement, thus avoiding any necessity for retroactive adjustment.

SECTION 38: ARBITRATION

All matters approved for arbitration by the Executive Officers shall not be the subject of a vote at the General Membership meeting. Only when the Executive Officers recommend against proceeding to arbitration shall the recommendation be presented to the General Membership and the grievor provided the opportunity, in writing from the Executive Steward, to challenge the Executive Officers' recommendation.

SECTION 39: TRIALS AND EXPULSION

Procedure for trials shall be taken directly from the National Constitution and any Trials held by this Local Union shall be in accordance the provisions of the Constitution of the Canadian Union of Public Employees. B.11.1 to B.11.5

SECTION 40: EXECUTIVE APPRECIATION

- A. NOTE: All honorariums shall be paid semi-annually in April and October.

1. President: \$2500.00 Annually
 2. Vice-President: \$2000.00-Annually
 3. Secretary-Treasurer: \$2500.00 Annually
 4. Recording-Secretary: \$2000.00-Annually
 5. Unit Chairpersons: \$1500.00 Annually
 6. Executive Steward: \$1800.00 Annually
 7. Public Relations Officer \$1000.00 Annually
 8. Membership Officer: \$600.00 Annually
 9. Stewards: \$400.00 Annually
 10. Trustees: \$150.00 per audit
 11. Unit Negotiating Committee Members: \$30.00 per day when in bargaining with the Employer, and a meal as per section 26.
 12. Brantford & District Labour Council Delegates: \$75.00 Annually
- B. In the event of the death of a current member of the Local, the Local shall send a flower arrangement/gift basket/fruit basket in value of up to \$150.00 to the location of the funeral. In lieu of flowers, the Local may donate up to \$150.00 to the charity specified by the family of the deceased member.
- C. In the event of the death of a retired member of the Local, the Local shall send a flower arrangement gift basket/fruit basket in value of up to \$50.00 to the location of the funeral. In lieu of flowers, the Local may donate up to \$50.00 to the charity specified by the family of the deceased member.
- D. In the event of the death of a spouse, child or parent of a current member of the Local, the Local shall send a flower arrangement gift basket/fruit basket in value of up to \$100.00 to the location of the funeral. In lieu of flowers, the Local may donate up to \$100.00 to the charity specified by the family.
- E. When a member retires, the Local shall provide a retirement gift to the member based on the following formula:
- a. 1-5 years service-Up to \$75.00
 - b. 5-10 years service-Up to \$100.00
 - c. 10-15 years service-Up to \$125.00
 - d. 15-20 years service-Up to \$150.00
 - e. 20-25 years service-Up to \$175.00
 - f. 25-30 years of service-Up to \$ 200.00
 - g. 30-35 years service-Up to \$225.00
 - h) more than 35 years of service-Up to \$250.00

- F. It shall be the responsibility of the Unit Chair to notify the Executive of the above scenarios.

SECTION 41: YEARLY BUDGET

This Union shall operate under a yearly budget in accordance with Section 13(N). Once approved by the General Membership, the budget shall be a guideline for local expenditures for the following year.

SECTION 42: AMENDMENTS and ALTERATIONS

- A. These By-laws of the Local shall at all times be subordinate and subject to the provisions of the Constitution of CUPE as such Constitution and By-laws exist or may from time to time hereafter be altered or amended; and in the event of any conflict, the Constitution of the Canadian Union of Public Employees shall govern.
- B. Any changes in these By-laws shall not be valid until approved by the National President of the Canadian Union of Public Employees in accordance with Article 12, Section 3C, of the CUPE Constitution.
- C. These by-laws shall not be amended, added to, or suspended except by a majority vote of those present and voting at a regular or special membership meeting following seven days notice at a previous meeting or at least thirty days written notice.
- D. The wording of the proposed amendments shall be supplied by the Recording Officer to each Unit Chairperson who will be responsible for posting said notice at each workplace, prior to the next regular meeting. Effective April 1, 1995 when notice of motion are submitted, only the bylaw numbers and section be posted and that wording changes be made available through the Unit Chairperson.

CUPE LOCAL 181 STRIKE FUND REGULATIONS

Article 1

FINANCIAL CONDITIONS

1.1 **\$4,500.00 monthly** for CUPE Local 181 shall be designated as Strike Fund monies and deposited to the CUPE Local 181 Strike Fund Account (hereinafter the "Fund"). For the purpose of these regulations, CUPE Local 181 shall mean both the local as a whole and its sub-units.

1.2 Strike Fund monies are to be placed on deposit in a chartered Canadian bank, trust company or credit union covered by deposit insurance. Cheques on this account are to be issued under the signature of the Local's signing Officers as defined under these Bylaws and Regulations. It is understood that the Fund may have multiple accounts for the purpose of deposit insurance and any reference to "account" in these regulations shall mean all accounts in the Fund.

1.3 Strike Fund monies are to be kept in a separate account and statements of the Fund shall be prepared monthly for submission to the Local Executive Board and the General Membership. This report shall be separate from the monthly financial reports of the Treasurer and shall have a separate financial ledger.

1.4 Strike Fund monies must be invested in equity or fixed income securities or similar financial instruments that are immediately marketable in the event of a labour disruption as defined under Article 2.1 below.

1.5 It is understood that all earnings from investment shall accrue to the Fund.

1.6 Additional monies from the Local's gross monthly revenue can be provided to the Fund upon a motion from a member. However, any motion to direct more than the required ten percent (10%) of gross monthly revenue to the Fund shall be ruled out of order by the President (or designate) if the amount proposed may result in the Local being in financial deficit for that particular month.

1.7 All monies received by CUPE Local 181 from third party donations for the purpose of supporting a strike within CUPE Local 181 shall be placed in the Fund.

1.8 Upon reaching one million dollars (\$1,000,000.00) and upon Executive Board approval, the **required \$4,500.00 monthly contribution** to the Fund defined under Article 1.1 may be reduced or waived provided the Fund never falls below one million dollars (\$1,000,000.00). Should the Fund fall below one million dollars (\$1,000,000.00), Article 1.1 shall be immediately reactivated.

1.9 No loans for any purpose shall be made from the Fund.

Article 2

DEFINITION OF STRIKE

2.1 In these Regulations “strike” includes a cessation of work caused by a strike, a lockout or honouring the picket line of another CUPE local or trade union at a shared work site.

DEFINITION OF STRIKE PAY

2.2 Money paid to strikers from the Fund during the first ten (10) days of a strike on strike is compensation for lost wages for those who participate in job action by carrying-out strike related duties as assigned by the strike committee.

Article 3

ENTITLEMENT TO STRIKE FUND BENEFITS

3.1 To be entitled to strike benefits, and subject to all other rules, a member must comply, where applicable, with the requirements of these Regulations.

3.2 The Local’s unit must obtain, in accordance with the Ontario Labour Relations Act, a strike mandate approved by a majority of bargaining unit members voting by secret ballot after proper notice of the strike vote, or, be locked out by an employer in accordance with the Ontario Labour Relations Act.

3.3 Immediately after a strike mandate is received or a lockout commences, all members shall complete a “Membership Information Form” as set out in Appendix “A” and deliver the completed form to the local unit chair.

Article 4

APPLICATION FOR FUND BENEFITS

4.1 Immediately after a strike mandate is received or a lockout commences, all members applying for Fund benefits must complete a “Strike Pay Application” as set out in Appendix “B” and deliver the completed application to the local unit chair.

4.2 Completed Strike Pay Applications, Membership Information Forms, the current collective agreement and a current seniority list shall be forwarded to the CUPE Local 181 Strike Benefits Committee by the local unit chair. The CUPE Local 181 Strike Benefits Committee shall create and maintain weekly an electronic list of members eligible for Strike Benefits. Such list shall include the contact information for the member as well as any restriction on weekly strike pay and shall be provided to the Secretary-Treasurer and President of CUPE Local 181 prior to any Strike Benefits being issued.

4.3 CUPE Local 181's Strike Benefits Committee shall recommend for payment, in accordance with these Regulations, the Local bylaws and the Constitution, and in writing, all strike related expenditures and shall provide the Secretary-Treasurer with all supporting documentation prior to any Strike Benefits being issued.

4.4 Within four (4) weeks of the end of the strike, a complete accounting of all Strike Benefit expenditures, signed by the Secretary-Treasurer and the President shall be submitted to the Trustees for review. The Trustees shall provide a written report to both the Executive Board and the General Membership as to their findings and recommendations, if any.

Article 5

ELIGIBILITY FOR STRIKE BENEFITS

5.1 To be eligible for strike benefits, a member must fulfill the following requirements:

(a) Be in good standing, according to the CUPE Constitution, before a strike begins. For the purpose of this provision, a Rand Formula payee who makes regular contributions to the Strike Fund is considered to be a member in good standing;

(b) Complete and sign a Strike Pay Application in the form provided;

(c) On the active payroll of the employer who is subject to the strike action at the beginning of the strike; and,

(d) Participate in the strike by performing assigned strike duties for at least 20 hours per calendar week. However, when deemed appropriate, and when approved by the Table Officers, schedule and hours of picketing can be designed differently to reflect the workplace and/or accommodate a member or group of members.

5.2 Any member failing to perform assigned strike duties without just cause shall not be eligible for strike benefits.

5.3 A member in good standing will not be entitled to strike benefits if:

(a) At the beginning of the strike, the member was unemployed or laid off, unless the lay-off is directly related to the strike;

(b) At the beginning of the strike the member was receiving vacation pay, EI, sickness, accident and/or WSIB benefits;

(c) The member fails to perform assigned strike duties because of employment obligations;

(d) The member is in arrears of payment of dues, assessments or initiation fees or owes a fine or any other debt to the unit, Local or National Union; or,

(e) The member fails to respect the picket line without authorization from the Canadian Union of Public Employees.

5.4 A member who is not entitled to strike benefits for a reason set out in Article 5.3 (b) will become eligible for strike benefits when the member ceases to receive vacation pay, EI, sickness, accident and/or WSIB benefits.

5.5 A member who is not entitled to strike benefits for a reason set out in Article 5.3 (d) will become eligible for strike benefits upon payment of all monies owing to the unit, local or National Union. However, the member shall be penalized one week of entitlement to strike benefits and this penalty shall revert to the Strike Fund.

Article 6

STRIKE PAY

6.1 A member who is entitled to strike benefits under these Regulations shall receive strike pay on the 1st calendar day of the strike and the 8th calendar day of the strike.

6.2 As the strike pay issued on the 1st calendar day of the strike is paid in advance of strike duties and issued in good faith, any necessary adjustments to strike pay shall be made on the strike pay issued on the 8th calendar day of the strike.

6.3 For each calendar week, for up to a maximum of two (2) weeks, maximum strike pay is \$200.00 for a minimum of twenty (20) hours of picketing or completing other assigned duties. Normal strike schedule is five (5) days a week, four (4) hours per day.

Article 7

OTHER APPROVED STRIKE EXPENSES

7.1 For the entire length of the strike, the Fund will be responsible for miscellaneous expenses directly related to the conduct of the strike such as office equipment, transportation, telephone or communication charges, leaflets, food and beverages, picket captain equipment, strike supplies, etc. Such expenses must be documented in normal fashion as defined by the bylaws but must have the signatures of three (3) Table Officers agreeing to the expenditure prior to funds being released.

7.2 Strike Averting Campaigns and Strike Support Campaigns approved by CUPE National shall be funded through the Fund.

7.3 Wage reimbursement for the Strike Benefits Committee as well as any Officer or member of the Local performing an approved strike related duty (as defined by these Regulations or upon approval of 3 Table Officers) shall be paid for through the Fund. It is understood that in order to receive such reimbursement, a Strike Benefits Committee member, the Officer or member is not a member of the bargaining unit involved in the strike and that actual worktime is lost. Normal documentation as defined by the bylaws is required and the signature of three (3) Table Officers agreeing to the wage reimbursement is also required prior to funds being released

7.4 Civil legal expenses directly related to the strike shall be funded through the Fund subject to a majority vote of the CUPE Local 181 Executive Board.

Article 8

EXPENSES NOT APPROVED

8.1 Wage reimbursement for members to attend training/education related to a potential strike shall not be paid from the Fund.

8.2 Criminal legal expenses shall not be paid from the Fund.

8.3 Subject to legislation, the CUPE Constitution, CUPE 181 Bylaws and these Regulations, the Executive Officers shall have no authority between General Membership Meetings to overrule a decision of the General Membership in regard to approval or non-approval of payment for a proposed strike related expense.

Article 9

STRIKE BENEFITS COMMITTEE

9.1 The General Membership shall elect, if time prior to a strike permits, or the Executive shall appoint, if time prior to a strike does not allow a regularly scheduled General Membership Meeting, up to three (3) members from bargaining units not involved in the strike.