

NATIONAL STRIKE FUND REGULATIONS

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Approved at the November 2002 National Executive Board Meeting
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Article 1

NATIONAL STRIKE FUND FINANCES

1.1 National Strike Fund monies are to be placed on deposit in a chartered Canadian bank, trust company covered by federal deposit insurance, a credit union or caisse populaire covered by deposit insurance or any other financial institution governed by a regulatory body. Cheques on this account are to be issued under the signature of both National Officers.

1.2 (a) National Strike Fund monies are to be kept in a separate account and statements of this Fund shall be prepared every three (3) months for submission to the National Executive Board. This report shall be separate from the financial reports of the General Fund and the National Defence Fund.

(b) The annual financial statement of the National Strike Fund, duly audited, shall be reviewed by the National Executive Board and distributed to chartered organizations at Convention.

1.3 National Strike Fund monies must be invested in equity or fixed income securities or similar financial instruments that are immediately marketable in accordance with the Investment Policy adopted by the National Executive Board at the September 25-26, 2013 Board meeting.

1.4 It is understood that all earnings from investment shall accrue to 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 National Strike fund while on strike or lock-out 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 local union must comply with the requirements of Articles 3.2, 3.3 and 3.4.

3.2 The National Representative assigned to the local union must provide the National Officers with a confidential assessment of the dispute whenever it appears that the local union may be in a strike situation.

3.3 The local union must obtain a strike mandate approved by a majority of bargaining unit members voting by secret ballot after proper notice of the strike vote.

3.4 Immediately after a strike mandate is received, the local union president and the National Representative shall complete, sign and forward to the National Officers a Notice of Strike Mandate (in the form attached in Appendix "A"). The form shall include the following information:

- Name of employer
- Municipality or geographic location of the bargaining unit
- Description of bargaining unit
- History of bargaining
- Details of outstanding issues
- Report on conciliation
- Date of strike vote and result
- Number of members affected
- Statement of local union finances
- Structure and responsibilities of the strike benefits committee

3.5 In the event of a local union being refused National Strike Fund benefits, it shall have the right of immediate appeal to the National Executive Board by sending written notice of appeal to the National Officers.

Article 4

APPLICATION FOR NATIONAL STRIKE FUND BENEFITS

4.1 All members applying for Strike Fund benefits must complete a Strike Pay Application as set out in Appendix "A" and deliver the completed application to the local union's strike benefits committee.

4.2 Completed Strike Pay Applications must be forwarded to the National Secretary-Treasurer by the Chairperson of the Strike Benefits Committee and the National Representative.

4.3 The Strike Fund Report must never be signed by the Chairperson of the Strike Benefits Committee and the National Representative before being completed.

4.4 Benefits from the Strike Fund will be forwarded to the local union's strike committee for administration once all necessary Strike Fund forms have been completed and submitted. Any unused benefits shall be returned to the National Strike Fund.

4.5 Within ten (10) weeks of the end of the strike, a complete accounting of all strike benefits, signed by the local union's trustees and the National Representative, shall be submitted to the National Secretary-Treasurer. The National Secretary-Treasurer shall forward a copy of this accounting to the National President.

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) been 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 by the Strike Benefits Committee, and when approved by the National Secretary-Treasurer, 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 Workers Compensation benefits;

(c) the member fails to perform assigned strike duties because of employment obligations; or,

(d) the member is in arrears of payment of dues, assessments or initiation fees or

owes a fine or any other debt to the local or National Union;

(e) the member fails to respect the Local Union's 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 Workers' Compensation 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 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 beginning on the 5th calendar day of the strike.

6.2 For each calendar week, maximum strike pay is \$300 for a minimum of 20 hours of picketing or completing other assigned duties. Normal strike schedule is 5 days a week, 4 hours per day. However, when deemed appropriate by the Strike Benefits Committee, and when approved by the National Secretary-Treasurer, schedule and hours of picketing can be designed differently to reflect the workplace and/or accommodate a member or group of members.

6.3 Strike pay will be issued to the local union in accordance with the Strike Fund forms, which must be submitted on a weekly basis.

6.4 A member participating in a rotating strike, who completes four (4) days of strike activity, shall be eligible for strike pay commencing on the fifth (5) day of participation in the strike.

6.5 Should a lock-out occur during a rotating strike, the locked-out members shall be eligible for strike pay, commencing after the normal waiting period.

6.6 Notwithstanding Article 8.1, a local union which conducts a rotating strike shall be entitled to claim assistance for the expenses directly related to the conduct of the strike, only if none of its members completes five (5) days of strike activity required to be eligible for strike pay.

6.7 A member who was entitled to strike pay and who has been dismissed or suspended for conduct directly related to a strike, may apply for strike pay to be continued beyond the termination of the strike.

Article 7

INSURANCE PREMIUMS

7.1 The Strike Fund shall pay from day one of a strike or lock-out, group life and group extended health premiums for the members entitled to strike pay for the whole period of the strike, if the premiums are not prepaid.

7.2 Where the employer refuses to continue to pay its share of the insurance premiums, thus jeopardizing the group life and extended health coverage, the Strike Fund shall pay the full premiums for this coverage for the duration of the strike.

7.3 Payment will be issued upon receipt of a list of employees for whom premiums are being claimed, to showing the type of coverage held by each member and the rate of premium applicable.

7.4 Where the employer's insurance company refuses to continue coverage for group life and group extended health premiums for the members, CUPE will ensure members don't suffer any break in insurance coverage for the duration of the strike. If an illness is declared during a strike, and where no Short Term Disability (STDP) or Long Term Disability (LTDP) is approved by the insurance company, or if the Insurance company stops payment of STDP or LTDP because of a strike, CUPE will provide the member affected with weekly strike pay in lieu of STDP/LTDP.

Article 8

STRIKE EXPENSES NOT COVERED

8.1 The Strike Fund will not be responsible for miscellaneous expenses directly related to the conduct of the strike, such as rental of strike headquarters, office equipment, transportation, telephone or communication charges, leaflets, food and beverages, kitchen supplies, etc.

Article 9

STRIKE AVERTING CAMPAIGNS

9.1 A local union may apply for financial assistance for a strike-averting campaign financed 100% by the National Union. In order to be eligible for assistance, the local union shall not be in arrears in payment of per capita tax, levies, assessments or affiliation fees payable to the National Union.

9.2 In order to be considered for assistance, the strike-averting campaign must satisfy the following guidelines:

- (a) An application must be submitted to the National Secretary-Treasurer;

(b) The Regional Director or a National Representative appointed by the Regional Director, and a Communications Representative must be directly involved in the preparation and implementation of the campaign;

(c) The application for assistance must include:

- i) a statement of the campaign's purpose and objectives;
- ii) a coordinator/contact person with whom the National Union can communicate; and,
- iii) a detailed budget of proposed income and expenditure.

9.3 The approval of strike-averting campaigns shall be reported to the National Executive Board.

9.4 In order to be considered for a strike-averting campaign, a local union or a bargaining unit of a local union must have:

(a) engaged in negotiations in an attempt to reach a collective agreement without strike action; and,

(b) taken a strike vote and received a strike mandate in accordance with Article 3.3; and, entered into conciliation or reached a turning point in negotiations where remaining major issues have been clearly identified and where members and community mobilization is crucial.

9.5 For local unions or bargaining units without the right to strike, strike-averting campaign funding would be available where the local or bargaining unit has:

(a) engaged in negotiations in an attempt to reach a collective agreement; and,

(b) entered into conciliation or reached a point in negotiations where agreement on key issues has not been possible;

(c) made a decision to seek job action from its members in a general membership meeting where a report has been presented in the spirit of Article 3.3.

Article 10

STRIKE SUPPORT

A. CAMPAIGNS

10.1 A local union may apply for financial assistance for a strike-supporting campaign financed 100% by the National Union. In order to be eligible for assistance, the local union shall not be in arrears in payment of per capita tax, levies, assessments or affiliation fees payable to the National Union.

10.2 In order to be considered for assistance, the strike-supporting campaign must satisfy the following guidelines:

(a) An application must be submitted to the National Secretary-Treasurer;

(b) The Regional Director, a Communications Representative or a National Representative appointed by the Regional Director must be directly involved in the preparation and implementation of the campaign;

(c) The application for assistance must include:

- i) a statement of the campaign's purpose and objectives;
- ii) a coordinator/contact person with whom the National Union can communicate; and,
- iii) a detailed budget of proposed income and expenditures.

10.3 The approval of strike support campaigns shall be reported to the National Executive Board.

10.4 In order to be considered for assistance or a strike-supporting campaign, a local union or a bargaining unit of a local union must have:

(a) engaged in negotiations in an attempt to reach a collective agreement without strike action;

(b) taken a strike vote and received a strike mandate in accordance with Article 3.3; and,

(c) commenced a strike.

B. DONATIONS

Donations to CUPE striking members or other union members on strike, as well as matching appeals for CUPE striking members as per CUPE National policy are to be charged against the National Strike Fund.

Article 11

LEGAL EXPENSES

11.1 Local unions may apply for assistance with legal expenses which are directly related to the conduct of a strike or restrictions on the ability to strike.

11.2 The Administrative Committee has the right to investigate the financial operation of any local union making a request under Article 11.1.

11.3 Where a bargaining unit is prohibited by legislation from striking and required to use interest arbitration as the final step of collective bargaining, the local union is entitled to claim assistance from the Strike Fund. The local union may apply for assistance of up to 100% of the union's share of the cost of the arbitrator or chairperson of a board of arbitration and up to 90% of the cost of representation before such arbitrator or board. (The limitation of 90 % of the cost of representation is considered to be the equivalent of the four-day (4) waiting period for local unions permitted to strike).

11.4 A local union which utilizes first agreement arbitration may apply for assistance of up to 100% of the union's share of the cost of the arbitrator or chairperson of a board of arbitration and, if necessary, the cost of representation before such arbitrator or board.

Appendix “A”

NATIONAL STRIKE FUND FORMS

At the 1967 Convention it was decided that the regulations for the National Strike Fund of the Canadian Union of Public Employees should be approved by the National Executive Board.

The following pages contain samples of the forms to be used.

Every effort has been made to keep these forms to a minimum and, at the same time, provide the information that is necessary to audit the books at the conclusion of each strike. It is also to provide full information on strike costs to everyone who pays into the National Strike Fund.

Form “A”, entitled NOTICE OF STRIKE MANDATE, is to be completed by the National Representative immediately after the strike vote has been taken, and to be co-signed by the President of the local union. Form “A” must be completed to meet the requirements of Article 3.4 and forwarded to the National Secretary-Treasurer along with the National Representative’s report required under Article 3.2. The National Representative report is a confidential assessment of the bargaining situation and is to be sent only to the National Officers.

Form “B”, entitled NOTIFICATION OF STRIKE COMMENCEMENT, is to be completed by the Representative immediately after the strike commences, and forwarded to the National Secretary-Treasurer.

Form “C”, entitled STRIKE PAY ESTIMATE – 1ST WEEK, must be completed in full and forwarded to the National Secretary-Treasurer on the 5th day of strike. Form “C” will generate an advance sufficient to cover the first week’s strike pay from the National Strike Fund. It must be signed by both the Chairperson of the Strike Benefits Committee and the Representative.

Form “D”, entitled STRIKE FUND REPORT NO. _____, is to be completed seven (7) days following the submission of Form “C” and every subsequent 7-day period, or fraction thereof if the strike is terminated, and forwarded to the National Secretary-Treasurer. These forms are to be numbered consecutively and will generate sufficient funds to replace the strike pay paid out during the previous 7-day period. Form “D” must be signed by both the Chairperson of the Strike Benefits Committee and the Representative.

The following forms (“E”, “F” and “G”) are to be kept in the possession of the Chairperson of the Strike Benefits Committee and forwarded along with Form “J” to the National Secretary-Treasurer upon termination of the strike, no later than ten (10) weeks of the conclusion of the strike.

Form “E”, entitled STRIKE PAY APPLICATION TALLY SHEET, must be completed and signed by each striking member and submitted to the Chairperson of the Strike Benefits Committee. Form “E” must be signed by the Chairperson of the Strike Benefits Committee and the National Representative.

Form “F”, entitled DAILY REPORT - PICKET CAPTAIN’S OR STRIKE BENEFITS COMMITTEE CHAIRPERSON, is to be prepared daily by all picket captains and Strike Benefits Committee members. This form will enable the Strike Benefits Committee to prepare Form “G”.

Form “G”, entitled STRIKE DUTY REPORT AND CHEQUE DISTRIBUTION, is to provide a record of payments issued to striking members, as well as signatures certifying cheques were received. A Form “G” must be kept for each 7-day period for which National Strike Fund benefits are received.

Form “H”, entitled STRIKE TERMINATED OR AVERTED, must be completed by the National Representative and Strike Benefits Committee Chairperson immediately after the members vote to return to work, and forwarded to the National Secretary-Treasurer. Upon receipt of Form “H” and any overpayment of National Strike Fund monies, dispensation of per capita tax requested in accordance with the CUPE Constitution will be granted.

Form “J” entitled FINAL STRIKE REPORT, must be completed in its entirety to give a clear financial report of the local’s finances during the full period of the strike. Form “J” must be completed by the local union trustees, verified and signed by the Representative.