



October 16, 2024

Mark Colangelo and Ken Acton
President and Vice-President, OPSEU/SEFPO Local 138

Greetings Mark and Ken:

The work you and your local have done to develop local bylaws is commendable. It is a pleasure to review them as stated in the OPSEU/SEFPO Constitution.

Please note that OPSEU/SEFPO has made general housekeeping changes to the document (in Word format), as noted in the attached document with "tracked changes."

These include:

- Ensuring that the Union is named Ontario Public Service Employees Union/ Syndicat des employés de la fonction publique de l'Ontario (OPSEU/SEFPO);
- Adding wording to various articles to reflect recent additions to the OPSEU/SEFPO Constitution;
- Adopting gender neutral language; and
- Fixing typographical errors.

These are approved for use in OPSEU/SEFPO Local 138 where they will serve as a positive guide to your members.

In solidarity,

A handwritten signature in black ink, appearing to read "JP Hornick".

JP Hornick
President

JPH/kk



Le 16 octobre 2024

Monsieur Mark Colangelo, président
Monsieur Ken Acton, vice-président
Section locale 138 de l'OPSEU/SEFPO

Messieurs,

Je vous félicite, vous et votre section locale, pour le travail que vous avez accompli en développant vos règlements de section locale. Conformément aux Statuts du syndicat, nous avons eu le plaisir de les examiner.

Vous allez noter que l'OPSEU/SEFPO a apporté des modifications d'ordre général au document, comme indiqué dans le document ci-joint avec suivi des modifications.

Il s'agit notamment :

- d'assurer que le nom du syndicat est bien « Ontario Public Service Employees Union/Syndicat des employés de la fonction publique de l'Ontario » (OPSEU/SEFPO);
- d'ajouter des libellés à divers articles pour refléter les ajouts récents aux Statuts de l'OPSEU/SEFPO; et
- d'adopter un langage épicène; et
- de corriger des erreurs typographiques.

Les règlements sont approuvés à l'usage de la section locale 138 de l'OPSEU/SEFPO où ils devront servir de guide positif pour vos membres.

En toute solidarité,

JP Hornick
Présidence

JPH/kk

OPSEU/SEFPO Local 138 Bylaws

Adopted at the General Membership Meeting (GMM) of May 1st, 2024



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Article 1 Name and Relationship

- 1.1 This organization shall be known as the Ontario Public Service Employees Union/ Syndicat des employés de la fonction publique de l'Ontario Local 138. OPSEU/SEFPO Local 138 is the faculty union local representing Counsellors, Librarians, Professors and Instructors, and all other union members regulated by the bargaining unit at all campuses of St. Clair College of Applied Arts and Technology.
- 1.2 The Local is affiliated with the Windsor & District Labour Council (WDLC).
- 1.3 These local Bylaws are *in addition to* the OPSEU/SEFPO Constitution (refer Article 29 Bylaws for Local Unions) unless otherwise noted. References to the OPSEU/SEFPO Constitution are included in parentheses following the bylaw.

Article 2 Aims and Purposes (Article 4 of the OPSEU/SEFPO Constitution)

- 2.1 The aims and purposes of Local 138 shall be:
 - a) To regulate labour relations between the Members and their employers and managers, said labour relations to include the scope of negotiation, collective bargaining, the enforcement of collective agreements and health and safety standards, and the safeguarding of human rights;
 - b) To organize, sign to membership, and represent college faculty in Ontario;
 - c) To advance the common interests, economic, social and political, of the Members and of all public employees, wherever possible, by all appropriate means;
 - d) To bring about improvements in the wages and working conditions of the membership, including the right of equal pay for work of equal value;
 - e) To work for and defend members to ensure that our workplaces are safe and free from harassment and discrimination;
 - f) To actively identify and dismantle anti-Black racism, anti-Indigenous racism, and all forms of racism and discrimination within its systems and structures so that all members have full access to services and can fully participate in the Union;
 - g) To promote and defend the right to strike;
 - h) To promote full employment and an equitable distribution of wealth within Canadian and international society;
 - i) To co-operate with labour unions and other organizations with similar objectives in strengthening the Canadian labour union movement as a means towards advancing the interests and improving the well-being of workers generally in Canada and internationally;
 - j) To promote accessible, affordable public postsecondary education;
 - k) To promote justice, equality, and efficiency in services to the public;
 - l) To strengthen, by precept and example, democratic principles and practices both in the Canadian labour union movement and in all manner of institutions, organizations, and government in Canada and internationally.

Article 3 MEMBERSHIP (Article 6 of the Constitution)

3.1 A Member shall remain in good standing provided they are:

- a) Not more than three months in arrears in payment of dues;
- b) Gainfully employed in a bargaining unit for which the Union holds or seeks recognized bargaining rights;
- c) Not penalized by suspension or expulsion following conviction under Article 30 of the OPSEU/SEFPO Constitution; and
- d) Not penalized by suspension or expulsion following conviction of a breach of OPSEU/SEFPO's harassment and discrimination or personal harassment policy, provided that in accordance with any applicable laws, no such penalty shall require the employer to discharge such Member from employment.
- e) Not penalized by suspension under Art. 16.10 of the OPSEU/SEFPO Constitution.
- f) Not penalized by failure to step down from an acting management or acting excluded management position under Article 3.8 of the OPSEU/SEFPO Constitution.

However, failure to meet the requirements of (a) or (b) above shall not disqualify Members who are absent from their regular place of employment on leave of absence, paid or unpaid

"Leave of absence" shall include sabbatical leave, long-term disability, maternity leave, parental leave, workers' compensation, and any other form of extended leave of absence while remaining in the employ of the employer. Members on long-term disability, and members on workers' compensation who do not meet the requirements of (a), may seek and hold office in the Union or any of its subsidiary bodies, and may be delegates to Union meetings, provided they pay uniform monthly dues, not to exceed \$5.00, to be set by the Executive Board, and are both able and available to carry out their duties. Members on other leaves of absence may seek and hold office in the Union or any of its subsidiary bodies, and may be delegates to Union meetings, provided they pay full Union dues and are both able and available to carry out their duties. Any dispute as to ability or availability shall be decided by the President, with right of appeal to the Executive Board.

3.2 Notwithstanding the provisions of any other article of the OPSEU/SEFPO Constitution, a Member subject to regular seasonal and/or short-term lay-offs may remain in good standing for up to one year while laid off without payment of dues, but a Member subject to permanent or indefinite lay-off shall not be eligible for continuing membership for any period of the lay-off.

3.3 Notwithstanding the provision of Articles 3.1(b) and 3.2, a Member dismissed or improperly laid off by their employer shall, if a grievance is submitted on the dismissal or lay-off, remain a Member in good standing until the grievance is settled, provided that if the Member wishes to seek or hold office in the Union, they must pay a uniform monthly amount of Union dues, not to exceed \$5, to be set by the Executive Board.

- 3.4 Notwithstanding the provision of Article 3.1(b), upon payment of full Union dues a Member shall remain in good standing while:
- a) holding elected political office in any government, municipality, municipal board or commission, school board, public utility, social or welfare agency; or
 - a) holding appointed office on any board or commission, etc., as a representative of labour; or
 - b) holding elected or appointed office in any labour organization to which the Union is affiliated.
- 3.5 A person who ceases to be a Member by reason only of non-payment of dues shall be reinstated upon submission to the Union of a new membership application accompanied by all arrears in dues.
- 3.6 A Shop Steward, local officer, trustee, delegate, team or committee member who is temporarily assigned (seconded) by the employer from their normal workplace to another workplace within the bargaining unit, and who retains the right to return to their normal workplace, shall be entitled to continue to hold or seek re-election to the Union office or function in their normal workplace during the term of such assignment (secondment), provided they are willing, able and available to carry out the duties of the Union office or function. Any dispute as to ability or availability shall be decided by the President, with right of appeal to the Executive Board. While occupying such Union office or function, the member shall be ineligible to seek or hold any Union office or function in the other workplace.
- 3.7 A shop Steward, local officer, trustee, delegate, team or committee member who volunteers and is assigned or seconded by the employer from their normal workplace to a position outside any OPSEU/SEFPO bargaining unit shall not be entitled to continue to carry out the duties or functions of their office during the period of assignment or secondment. The Member shall be entitled to retain all other rights as a Member in Good Standing.
- 3.8 Any member who is in a temporary management or temporary excluded management position shall return to their home position when required, under authority of the President, to do so. If they fail to step down, they shall be ineligible to seek or hold any Union office or function.

Article 4 MEMBERSHIP RIGHTS (Article 7 of the Constitution)

- 4.1 Every Member in good standing is entitled:
- a) To be represented by the Union;
 - b) To be treated with dignity and respect within the Union;
 - c) To be free from discrimination, interference, restriction, coercion, harassment, intimidation or disciplinary action exercised or practised by a Member with respect to another Member, both within the Union and in the workplace, by reason of race, colour, age, national or ethnic origin, political or religious affiliation, sex, sexual orientation, family status, marital status, record of offences, physical characteristics or physical or mental disability;

- d) Subject to any qualifications stipulated elsewhere in the OPSEU/SEFPO Constitution, to be nominated for, and hold, one or more offices in the Union;
 - e) To participate in the Union's business at the Local level, participate in the election of delegates and alternate delegates to Conventions, and vote on the ratification of collective agreements affecting such Member, except where the collective agreement is the result of binding arbitration;
 - f) To actively identify and dismantle anti-Black racism, anti-Indigenous racism, and all forms of racism and discrimination within its systems and structures so that all members have full access to services and can fully participate in the Union;
 - g) To make a formal presentation to the Board upon receipt of such presentation in writing at Headquarters not less than ten (10) calendar days before the date of the regularly scheduled Board Meeting at which the presentation is to be made, provided always that notice may be waived by majority vote of the Board;
 - h) To attend any meeting of the Board, notwithstanding that they may not have a vote at such meeting, except that the Board may meet in closed session for purposes of discussing individual or staff contracts of employment;
 - i) To receive a copy of the Constitution of the Union and to be advised of amendments to it, and to receive an up-to-date copy whenever the Constitution is compiled and reprinted.
- 4.2** Only Members in good standing may hold office. Within 60 days of election, selection, appointment, or ascension to any OPSEU/SEFPO office, whether the office is authorized by the OPSEU/SEFPO Constitution or by OPSEU/SEFPO policy, the Member shall participate in mandatory OPSEU/SEFPO training on dismantling anti-Black racism, anti-Indigenous racism and other forms of racism and discrimination.
- 4.3** A member may be removed from office and/or barred from running for office for a specified term by a two-thirds majority vote of the Executive Board after a finding of a breach of OPSEU/SEFPO's Harassment and Discrimination Prevention Policy (HDPP). Upon release of the final investigation report that details the finding of a breach of OPSEU/SEFPO's (HDPP), the Executive Board will meet within two weeks of the release of the final report and make a determination on the member's status.
- 4.4** A member will be removed from office and will be barred from running for office if they refuse to return to their OPSEU/SEFPO bargaining unit position from an acting management or excluded management position when required, under authority of the President, to do so.
- 4.5** Proxy voting is not permitted at any level of the Union.

Article 5 Steward System

- 5.1** Academic departments shall elect from among themselves one Steward per 15 members in that department, rounding up. For example, an academic department may be a School, Campus, or Library or Counselling Office. Departments without a Steward are served by the Chief Steward, a designated Steward-at-Large, or a designated Steward from another department. (OPSEU/SEFPO Constitution Article 29.1)
- 5.2** Following the election of departmental stewards according to Article 5.1 above, members shall elect one Steward-at-Large for every 150 members in the Local. The responsibilities of a Steward-at-Large are the same as a Steward as defined in the Constitution. (OPSEU/SEFPO Constitution Article 29.1)
- 5.3** The government of Local 138 shall be based on the Shop Steward system and election of Officers of Local Executive Committees shall be from among the Shop Stewards.

Article 6 STEWARDS' RESPONSIBILITIES AND RIGHTS (Article 8 of the Constitution)

6.1 Each Union Steward shall be responsible for representation of members in a working area, including the responsibility:

- a) to distribute information to the group;
- b) to carry the group's issues to the LEC committee;
- c) to communicate LEC committee decisions to the group;
- d) to enlist support of members of the group in workplace actions and union campaigns; and
- e) to prepare and investigate grievances from the group.

6.2 To carry out these responsibilities, Stewards shall have:

- a) the right of access to LEC committee meetings;
- b) the right to be informed of the status and disposition of grievances from the group; and
- c) the right to high quality education and training necessary to effectively exercise all their responsibilities.

Article 7 LOCAL EXECUTIVE COMMITTEE (Article 29.2 of the Constitution)

7.1 The Officers of the Local, together with the remaining Shop Stewards, shall constitute the Local Executive Committee (LEC). The Local shall have a President, Vice-President, Secretary, Treasurer (or Secretary-Treasurer), Chief Steward with duties as specified in the OPSEU/SEFPO Constitution. In addition to those officers, the Local shall also have a Second Vice-President. (OPSEU/SEFPO Constitution Article 29.5) The Local may designate one of its Local Executive Committee (LEC) members as responsible for equity issues.

7.2 The Local Executive Committee (LEC) shall administer the affairs of the Local in accordance with the OPSEU/SEFPO Constitution, the Bylaws of the Local and the wishes of the members of the Local. The Committee shall meet at least once every three months. The Local President may call a Committee meeting at any time to deal with business of an urgent nature.

7.3 Term of Office

7.3.1 The term of office for Shop Stewards and all Officers of the Local Executive Committee (LEC) shall be three years. (OPSEU/SEFPO Constitution Article 29.3)

7.3.2 Terms of office shall begin September 1.

7.4 Elections

7.4.1 Local elections shall be held in the Spring semester prior to September 1 of election years. (OPSEU/SEFPO Constitution Article 29.4)

7.4.2 Online General Membership Meetings (GMMs) and online elections are permitted to allow members at the various Campuses and Area Campuses to participate, subject to OPSEU/SEFPO policy.

7.4.3 Ranked ballots may be used to allow for an immediate majority result; however, in order to be elected, a candidate must obtain a majority, which is more than 50 percent of the valid ballots cast. (See OPSEU/SEFPO Constitution 14.6.2)

7.4.4 Vacancies shall be filled using the mechanism in the OPSEU/SEFPO Constitution 29.4.2, except where there is a vacancy of either the Secretary or the Treasurer. The LEC can vote to combine the two positions temporarily, as Secretary-Treasurer, until the end of term.

7.4.5 All elections within the Union shall be conducted by secret ballot.

7.5 Duties of Officers

7.5.1 President

The President shall enforce compliance with Bylaws and regulations of the Union and Local; preside at Local meetings; be an ex-officio member of all Local committees; generally supervise the affairs and operations of the Local; carry out such other duties as may be prescribed by Local Bylaws.

7.5.2 Vice-President

The Vice-President shall perform all the Presidential functions during any absence of the President and accept and exercise such other duties and powers as may be designated by the Local Executive Committee or the President. The Vice-President may also attend all functions (including all regional meetings and Conventions) of the Union, in place of the President when the President cannot attend.

7.5.3 Second Vice-President

The Second Vice-President shall also perform all the Presidential functions during any absence of both the President and Vice-President and accept and exercise such other duties and powers as may be designated by the LEC or the President/Vice-President. The Second Vice-President may also attend all functions (including all regional meetings and Conventions) of the Union, in place of the President when neither the President nor Vice-President can attend.

7.5.4 Secretary

The Secretary shall attend all meetings of the Local and keep Minutes; distribute notices to all members of the Local, as required; answer and/or forward all pertinent correspondence; and forward all pertinent membership information to the appropriate union regional office.

7.5.5 Treasurer

The Treasurer shall be responsible for proper administration of the assets of the Local, including the operating funds.

7.5.6 Chief Steward

The Chief Steward shall coordinate and assist the Shop Stewards.

7.5.7 The Local President shall designate one of the officers as the Equity Officer for the Local. The Equity Officer may perform other duties consistent with that role.

7.6 Trustees

- 7.6.1** The Local shall elect a minimum of two and a maximum of three members to be known as Trustees. The Trustees shall be elected at a General Membership Meeting from among the members and may not hold any other office in any Local. They shall hold office for a three-year term and are eligible for re-election.
- 7.6.2** The Trustees shall examine all books, records, and properties of the Local at least twice each year. The Officers of the Local are required to make available all necessary documents to the Trustees on reasonable notice.
- 7.6.3** A minimum of two Trustees shall file an audit report, in a form specified by Headquarters, to Headquarters at least once in every six months and shall also make a full report to the first General Membership Meeting following each audit. (OPSEU Constitution Articles 29.6.1, 29.6.2)

Article 8 MEMBERSHIP MEETINGS (Article 29.7 of the Constitution)

8.1 General membership meetings of all members of a Local shall be convened at least twice each year.

8.2 The Order of Business at a general membership meeting shall be:

1. Call to order.
2. Territory and/or Land Acknowledgement.
3. Statement of Respect.
4. Adoption of agenda.
5. Minutes of previous meeting.
6. Business arising.
7. Treasurer's report.
8. Reports of Officers, if any
9. Reports of Committees, if any
10. Nominations and/or elections, if required
11. Unfinished business.
12. New business.
13. Adjournment.

In presenting an agenda based on the above Order of Business, the LEC should specify subjects
OPSEU/SEFPO Local 138

under items 10, 11, 13, and 14. A Local may change the above Order of Business by bylaw or for any given meeting by giving reasonable advance notice.

8.3 Locals shall follow the Rules of Order laid down in Article 13.11 of the OPSEU/SEFPO Constitution, the necessary changes being made, and shall otherwise be governed by Robert's Rules of Order.

8.4 A special general meeting of the Local shall be convened upon the written request of at least ten per cent of the membership.

8.5 Attendance and participation at Local meetings shall be exclusive to the members of that Local, except that others may attend at the invitation of the President or Executive of that Local or by assignment by the President of OPSEU/SEFPO.

8.6. Quorums

8.6.1 This article defines the quorum for meetings of Local Executive Committees and the general membership of a Local.

8.6.2 The quorum for meetings of the above groups shall be:

Size of Group	Quorum
1-20 members	50 percent of the members
21-200 members	10 percent of the members
201 or more members	5 percent of the members

8.7 Oaths (Articles 14.7 and 29.9 of the Constitution)

8.7.1 All Officers elected at the Local shall take the Oath of Office before being allowed to take office. The oath shall be administered at a general membership meeting or at a meeting of the LEC.

I, _____, promise that I will uphold and obey the Constitution and duly-authorized policies of the Ontario Public Service Employees Union, fulfil the obligations and responsibilities of my office to the best of my ability, and promptly deliver to my successor all monies, records, and other property of the Union in my possession at the close of my term in office.

I further promise to uphold the Union's commitment to dismantling anti-Black racism, anti-Indigenous racism and all forms of racism and discrimination, and I will actively participate in all required OPSEU/SEFPO training and/or initiatives."

8.7.2 All Shop Stewards shall take the following oath before being allowed to take office. The oath shall be administered at a general membership meeting or at a meeting of the LEC, or by submitting a signed copy, to be read aloud at a general membership meeting:

"I, ___, promise that I will uphold and obey the Constitution and policies of the Ontario Public Service Employees Union and the Bylaws of my Local, work with the Officers of the Local to

represent the members, and fulfil the obligations and responsibilities of my elected position as Steward to the best of my ability.

I further promise to uphold the Union's commitment to dismantling anti-Black racism, anti-Indigenous racism and all forms of racism and discrimination, and I will actively participate in all required OPSEU/SEFPO training and/or initiatives."

8.7.3 Every new Member shall, as part of their application for membership in the Union, be required to sign a declaration containing the following words:

"I, _____, solemnly promise to uphold and obey the Constitution and Bylaws of this Union, to assist my fellow members to improve their economic, political, and social conditions, to uphold the principles of democracy and fair play, and to do no deliberate wrong or harm to any other member of this Union.

I further promise to uphold the Union's commitment to dismantling anti-Black racism, anti-Indigenous racism and all forms of racism and discrimination."

Every such declaration must be witnessed by a person who may be a member of the Local, an employee of the Union, or any other representative of the Union duly authorized by it.

8.7.4 It shall be the duty of all Officers and Members to uphold their respective oaths and failure to act in accordance with them shall be deemed to be contrary to the OPSEU/SEFPO Constitution.

Article 9 FINANCIAL OPERATION (Article 29.10 of the Constitution)

9.1 All funds of the Local shall be used only for legitimate trade union purposes. Accounting for revenue and disbursements shall be done in a proper and business-like manner.

Local expenditures may be paid via pre-authorized payment or online banking provided that they are approved and executed by the Treasurer following review of supporting documentation and authorization by another local officer with signing authority.
(OPSEU/SEFPO Constitution 29.10.1)

The signing officers of the Local shall be any two of the President, Vice-President, 2nd Vice President, Secretary, Treasurer (or Secretary-Treasurer) and Chief Steward.

9.2 Financial control shall rest with the Local Executive Committee. The Local shall have full control of funds they may raise through their own activities, or through local assessments. The Local is obligated to supply sufficient funds for the holding of general and negotiating meetings but may retain authority to make the necessary arrangements for the said meetings.

9.3 So that the business of the Local be dealt with more efficiently, any Officer of the Local can approve an expenditure up to \$2,500 with the consent of two other seated Officers and without LEC approval.

- 9.4 The LEC shall present a budget to the annual general membership meeting of the Local.
- 9.5 Local dues shall be levied at a rate of **\$2.00** per week of all the members of Local 138. This levy will be altered annually based on adjustments to the members percentage of pay, excluding step increases, as outlined in the Collective Agreement. This levy will be open to review after five years. The implementation of the levy will commence June 1st, 2024.
- 9.6 All members of Local 138 shall pay local dues at the same rate.
- 9.7 No assessment of the membership to increase revenue may be levied by the LEC unless the assessment has been approved by at least two-thirds of the members of the Local who vote in a referendum or two-thirds of those voting at a general membership meeting after having received at least 10 days' notice of such meeting. The notice of meeting shall include a statement of intent to increase or decrease the Local assessment and by what amount.

9.8 Member and Steward Expenses

- 9.8.1 If OPSEU/SEFPO Head Office only covers shared hotel expenses for members staying alone, the Local shall cover the other half. A Local Expense form must be completed by the member and the expense form approved by a Local Officer and the Treasurer.
- 9.8.2 The Local will also pay dependent care expenses to accommodate members attending approved Local or provincial activities. OPSEU/SEFPO Policy shall be used to determine eligible expenses and amounts. A Local Expense form must be completed by the member and the expense form approved by a Local Officer and the Treasurer.
- 9.8.3 Stewards attending an LEC meeting outside of their vicinity may claim mileage in accordance with OPSEU/SEFPO Policy. A Local Expense form must be completed by the member and the expense form approved by a Local Officer and the Treasurer.
- 9.8.4 The Local will reimburse the Local President for monthly cell phone expenses.
- 9.8.5 For any expenses to be reimbursed by the Local, members must have pre-approval, complete a Local Membership Expense Claim Form and have it signed by a Local Officer.
- 9.8.6 The Local Executive Committee will be authorized on a year-to-year basis to spend an amount deemed to be suitable for cards, floral arrangements, plants or donations for: a member who is ill for a period longer than one week, a birth or bereavement for a faculty member, or for a person in the member's immediate family. Immediate family shall be consistent and identical to the language in the Collective Agreement.

9.9 Contingency Fund

- 9.9.1 The Local shall maintain a Contingency Fund. The Treasurer or designated officer is

responsible for the management of the Fund and transferring surpluses from general operating funds when appropriate. Investments in the Fund shall consist of secure instruments only.

9.9.2 The Contingency Fund will be used in the event of a strike or for any other purpose approved by the LEC to a maximum of \$25,000 in order to protect the rights of members. Any amount spent greater than \$25,000 shall require membership approval.

9.9.3 Strike Protocol {Pension}

9.9.4 Where a full-time member's pension (DBPrime) is affected by a strike that occurs within the best 60 consecutive months as used in the calculation for the member's pension entitlement and within the last 12 months of member's employment, the Local, through the Contingency Fund only, shall reimburse the member for an amount equal to the employer's contributions that would have been made during that period. To be eligible for reimbursement, the member must have performed strike duties (or approved modified strike duties) and not have engaged in strikebreaking. Reimbursement is only to be made during the year of the member's retirement. The member must present confirmation of their retirement date and proof of their contribution payment to the CAAT Pension Plan prior to being reimbursed by the Treasurer.

Article 10 AMENDMENTS (Article 12.5.1 of the Constitution)

- 10.1** These Bylaws may be amended, and any subsequent changes to them, must not be in conflict with the OPSEU/SEFPO Constitution and must be adopted by at least two-thirds of the Members voting at a regular or special general membership meeting of the Local for which reasonable notice has been given to all Members of the intention to deal with the Local's bylaws.
- 10.2** No supplemental bylaws or changes to them shall take effect until they have been approved by the President of OPSEU/SEFPO.