

United Utility Workers' Association

## BY-LAWS

Revised September 2010

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## MISSION STATEMENT

## The Objectives of the United Utility Workers' Association are to:

- Operate as an autonomous labour organization and collective bargaining agent in respect of wages and conditions of employment.
- Establish and maintain a spirit of understanding and loyalty within the membership which will see that the rights of others are considered and respected, and provide for every member the co-operation and protection to which that member is entitled.


## Glossary

For the purposes of these By-Laws, the following shall be interpreted to mean:

- "AGM" means Annual General Meeting
- "Association" means the United Utility Workers' Association of Canada
- "Board" means Board of Directors
- "CEO" means Chief Elected Officer
- "JDR" means Job Discipline Representative
- "Special" means specific purpose
- "UC" means Unit Co-coordinator
- "UUWA" means the United Utility Workers' Association of Canada
- Policies and procedures:
the commonly accepted methods that UUWA practices in everyday activities that may not be dictated in law or its By-Laws.


## ARTICLE ONE: NAME

1.01 This Association shall be known as United Utility Workers' Association, referred to in these By-Laws as the "Association" or the "UUWA".

Within these By-Laws a Job Discipline Representative shall be referred to as "JDR" and a Unit Coordinator shall be referred to as "UC".
1.03 Within these By-Laws the Board of Directors shall be referred to as the "Board".
1.04 Within these By-Laws the Annual General Meeting shall be referred to as "AGM".

## ARTICLE TWO: MEMBERSHIP

2.01 a) All employees covered by the certifications covered by the United Utility Workers' Association shall be eligible for membership in the Association.
b) All employees of the United Utility Workers' Association shall be Honourary members of the Association.
Clauses 3.01 and 3.02 shall not apply to Honourary members.
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2.02 Applications for membership shall be made in such manner as determined by the Board.
2.03 Upon receipt of every eligible application for Association membership the Board shall:
a) Accept the application and include the member's name on the Association master membership list.
b) Forward to the applicant a membership card signed by a representative of the Association.
2.04 Any member dismissed by the employer shall retain membership privileges until such time as all grievance or recall procedures have been exhausted.
2.05 The Board has the right to revoke membership and associated privileges through the procedures outlined in Article Twenty "Discipline".

## ARTICLE THREE: <br> MEMBERS RIGHTS and OBLIGATIONS

3.01 Every member of the Association shall have the right to:
a) Fair representation respecting the Association's activities as a collective bargaining agent.
b) Receive notice of, and attend every general or special meeting of the members, and every Local or Unit meeting as applicable.
c) Have access to copies of those minutes and financial statements, which are published for the members.
d) Consult with any JDR, UC, Director, President or Association employee.
e) Be eligible for nomination to elected positions in the Association.
f) Nominate and elect an eligible member, as a JDR from within their respective Job Discipline Team where applicable.
g) Receive a copy of every applicable ballot and resolution submitted to the members and to vote by such ballot.
3.02 Every eligible member of the Association shall pay the prevailing dues.
3.03 The dues may be amended at any time by the Board with the approval of a simple majority; of the members present at a general meeting, or of the total membership voting by mail-in ballot.
3.04 Every member shall accept and abide by the provisions of these By-Laws.

## ARTICLE FOUR: <br> JOB DISCIPLINE TEAM and UNIT STRUCTURE

4.01 The Board of the UUWA shall establish Units based on the discipline or work groups. The discipline or work groups shall generally cover not less than five and not more than fifteen members, and may be represented by a Job Discipline Representative.
4.02 A Unit shall consist, where applicable, of one or more Job Discipline Teams and be represented by a UC.
4.03 In the event that a Job Discipline Team feels the Unit provided does not give adequate representation to the Team, it may request the Board to alter the Unit structure to provide adequate representation.

## ARTICLE FIVE: JOB DISCIPLINE TEAM RIGHTS

5.01 Each Job Discipline Team member may request changes in the operations of the Association at a Job Discipline Team meeting called for that purpose. Such changes ratified by the vote of the Job Discipline Team then go through the respective JDR for consideration by the Board.

## ARTICLE SIX: <br> JOB DISCIPLINE REPRESENTATIVE ELECTION

6.01 A JDR where required, is elected from and by the members of the respective Job Discipline Team. Elections will normally be held locally, during the month of February.
6.02 A JDR is elected for a one-year term.
6.03 In the event of a transfer or resignation of a JDR from a Job Discipline Team, the respective UC shall arrange for the required election to take place. When the length of term remaining is three (3) months or less, the newly elected JDR's term shall include the following year.

## ARTICLE SEVEN: <br> JOB DISCIPLINE REPRESENTATIVE'S DUTIES

7.01 Each JDR has the duty to:
a) Hold meetings as required with members from within their respective Job Discipline Team.
b) Communicate the views and ideas of their Job Discipline Team, to UC(s) or Director(s) or Association employees.
c) Be responsible to their Job Discipline team members that they are receiving correspondence which is intended for Association members.
d) Attend meetings and serve on committees as may be required by the Association.
e) Be knowledgeable with the content of the Collective Agreement, By-Laws as well as Association policies and procedures.
f) To report to the Business Manager any violation of the By-Laws or agreements.

JDRs shall in no case cause a stoppage of work. In case of any trouble on a job or worksite, JDRs shall immediately notify the Business Manager.

## ARTICLE EIGHT: UNIT COORDINATOR ELECTION

8.01 A UC shall be elected from and by the members within their respective Unit for a two (2) year term and be eligible for re-election so long as such candidate is a member of that Unit. UC elections shall be administered by the Board.
8.02 The incumbent UC is eligible for re-election.
8.03 Elections shall normally take place the first week of June.
8.04 When required an election shall be held for any JDR position, vacated by a newly elected UC.
8.05 If for any reason a UC position becomes vacant prior to completion of the full term, the Board at its discretion may call for an election to fill the position.

## ARTICLE NINE: UNIT COORDINATOR'S DUTIES

9.01 The UC has the duty to:
a) Have conversations with JDR(s) where applicable, from within their respective Unit at least once a month and must have Unit meetings at least twice a year.
b) Be knowledgeable and uphold the terms of the Collective Agreement, By-Laws as well as Association policies and procedures.
c) Work with Company Representatives to resolve issues in a timely fashion.
d) Communicate the views and ideas of the members from their own and other Units, to other UC(s), Director(s) or Association Employees and company representatives.
e) Be responsible to the members of their Unit that they are receiving correspondence which is intended for Association members.
f) Serve on committees and attend any meetings as may be required by the Association.
g) Sit on the Council of Unit Co-coordinators and as a member thereof shall be entitled to one (1) vote on matters requiring resolution by vote.
h) If temporarily unable to fulfill an obligation or duty, a JDR from their respective Unit shall be appointed, or a Member from their respective Unit may represent the Unit.
i) Where applicable, in the event of a transfer or resignation of a JDR from a Job Discipline Team, the respective UC shall immediately arrange for an election to replace the JDR. When the length of term remaining is three (3) months or less, the newly elected JDR's term will include the following year.
j) To report to the Business Manager any violation of the By-laws or agreements.

UCs shall in no case cause a stoppage of work. In case of any trouble on a job or worksite, the UC shall immediately notify the Business Manager.

## ARTICLE TEN: <br> THE COUNCIL OF UNIT COORDINATORS

10.01 The Council of Unit Co-coordinators shall be comprised of all duly elected UC(s) and the Board.
10.02 The mandate of the Council of Unit Co-coordinators is to ensure that the general approach and direction of the Association adapts to changing economic and social conditions.
10.03 The Council of Unit Coordinators shall:
a) Meet as a Council at least once a year, or as requested by the Board.
b) Approve the appointment of Ballot Committee members and the Accountant / Firm who shall provide an independent financial review on an annual basis.
Amended September 2010.

## ARTICLE ELEVEN: <br> COMPOSITION OF THE ASSOCIATION and BOARD

11.01 The Association shall be composed of a number of Locals as determined appropriate by the Board. Each Local shall be issued a Local number by the Board. The Board shall be composed of a CEO, a President from each Local and a number of Directors for each Local, as determined by the Board.
11.02 Incumbent Presidents, Directors and eligible UC(s) should declare their intention to be nominated for the position of President or Director. Notice of intent for nomination should be declared in writing to the Association's office at least three (3) weeks, but not more than four (4) months, prior to the scheduled date of the AGM. All nomination intentions shall be published to all members of the Council of Unit Coordinators at least two (2) weeks prior to the date of the AGM. In the event an insufficient number of intentions are filed, nominations shall be taken at the AGM.
11.03 Those who have filed intention to be nominated as a President or Director, under extenuating circumstances may not be required to be present at the AGM. The Council of Unit Coordinators will decide by consensus, at the AGM, whether to accept nominations in absentia.
11.04 As the last order of old business at the AGM:
a) The Presidents of each Local shall be elected for a two (2) year term, and shall assume office immediately.
b) Local Presidents shall be elected by the UCs for that Local.
c) The Directors of the Association shall then be elected for a two (2) year term from and by the UCs for that Local and shall assume office immediately. When required, one Director will be elected to backfill the position previously held by a newly elected President. The position being backfilled will be the last position filled.
11.05 The CEO shall conduct the elections for Presidents and Directors. Each candidate may select a Scrutineer.
a) Nominations for Presidents and Directors will be from the list of UCs and incumbent Presidents and Directors who have filed a notice of intent, or been properly nominated.
b) Sufficient time for nominations must be allowed. The CEO shall call for nominations. When nominations have ceased the CEO shall request a motion to have nominations closed. Once so moved, nominations shall be declared closed. The vote will then be taken by secret ballot.
11.06 If for any reason a Director position becomes vacant prior to completion of the full term, the Board at its discretion may call an election to fill the position, either at the next AGM or at any time agreed to by the Board of Directors.
11.07 If it is discovered that there was some defect in the election of any Director, President, or CEO, all acts done at any meeting of the Board or a committee of Directors, or any person acting as a Director, shall be as valid as if that person had been duly elected.

## ARTICLE TWELVE: <br> BOARD OF DIRECTORS (EXECUTIVE) <br> DUTIES and RESPONSIBILITIES

12.01 Officers (CEO, Secretary-Treasurer), other than the Presidents, shall be elected from and by the Board at the first Board meeting following the AGM, or as otherwise required to fill vacancies as they occur.
12.02 The Board shall be responsible for conducting the normal business of the Association. They shall exercise all the powers of the Association except those that the By-Laws require to be exercised by the members or by the Association in a general meeting.
12.03 The Board shall be responsible for the engagement and dismissal of the Business Manager.
12.04 The Board may meet for the dispatch of business, adjourn and otherwise regulate proceedings as deemed necessary. A Board member or the Business Manager may at any time request the Secretary-Treasurer to summon a Board meeting.
12.05 The quorum necessary for the transaction of the business of the Board shall be a majority of the Board.
12.06 In the event that a quorum is not present at a Board meeting, those present may act solely for the purpose of summoning a General meeting.
12.07 The Board shall keep correct records of all proceedings. These records shall contain:
a) A listing of those present at each Board meeting.
b) A record of all resolutions and proceedings at any General meeting, Council of Unit Coordinator meeting or Board meeting.
12.08 Questions arising at any Board meeting shall be decided by a majority vote. In the case of a tie, the CEO shall cast the deciding vote.
12.09 A decision assented to and adopted or confirmed in writing under the auspices of the Board, though not passed at a Board meeting, shall be of the same force and effect.
12.10 The Business Manager and any Board member shall have the right to expend Association funds to defray the cost of conducting the affairs and business of the Association. All expenditures must be approved by the majority of Directors at a Board meeting and the approval recorded in the minutes of that meeting.
12.11 The Board shall cause true accounts to be kept:
a) Of all sums of money received and expended by the Association and the manner in which each receipt and expenditure took place.
b) Of the assets and liabilities of the Association.
12.12 At the AGM, the Board shall present a Financial Statement containing particulars of all liabilities, assets, revenue and expenditures. This shall be accompanied by an independent financial review prepared by a duly appointed Accountant / Firm, and signed by two Association Board members.
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## ARTICLE THIRTEEN: <br> CEO, PRESIDENTS' and BUSINESS MANAGER'S DUTIES AND RESPONSIBILITIES

13.01 The CEO shall:
a) Act as Chairperson of the Board and the Council of Unit Coordinators and preside over all General meetings of the Association.
b) Appoint all committees not otherwise provided for in the By-Laws, subject to the approval of the Board.
c) Act as an ex-officio member of all committees, excepting Negotiation Committees.
d) Be the Board liaison with the Business Manager.
e) Perform other duties as may be determined by the Board.

The CEO may delegate any necessary authority to such persons as may be required for the carrying out of the constitutional requirements of the Association.
13.02 The Presidents shall:
a) Report directly to the CEO regarding matters affecting the Association as a whole.
b) Report directly to the Business Manager regarding labour relations matters and matters affecting their Local.
c) Be responsible for the day-to-day operation of the Locals they represent.
d) Perform other duties as may be determined by the Board.
13.03 The Business Manager shall:
a) Be a paid employee of the Association.
b) Be qualified in labour relations.
c) Be responsible for all labour relations matters.
d) Be responsible for the day-to-day operations of the Association.
e) Be responsible for the supervision of all Association employees including the engagement, dismissal, and assignment of duties.
f) Perform other duties as may be determined by the Board.

The Business Manager may delegate any necessary authority to such persons as may be required for the carrying out of the administrative and labour relations requirements of the Association.
13.04 The CEO, Presidents and Directors shall not receive financial remuneration for their work as Board Members, but may be compensated for any lost wages as per 18.02.

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ARTICLE FOURTEEN:
SECRETARY-TREASURER DUTIES and RESPONSIBILITIES
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14.01 The Secretary-Treasurer shall ensure:
a) Minutes of all meetings of the Council of Unit Coordinators and the Board are prepared.
b) An accurate membership list is maintained.
c) Approved accounting procedures affecting all financial transactions of the Association are adhered to.
14.02 The Secretary-Treasurer shall be accountable for the Corporate Seal, Minute Books and other Association records, which shall be kept at the Association Office.

## ARTICLE FIFTEEN: ASSOCIATION MEETINGS

15.01 General and Special meetings shall be held at such time and place as prescribed by the Board.
15.02 The AGM shall be held once every calendar year with the time and place determined by the Board.
15.03 General and Special meetings shall be open to all Association members.
15.04 The Council of Unit Coordinators, the Board or the CEO may convene a General or Special meeting whenever deemed necessary.
15.05 For General and Special meetings, a minimum of seven (7) days notice, in a manner prescribed by the Board, shall be given to all members specifying the date, time and place of the meeting including the general nature of the business. Non-receipt of notice by any member shall not invalidate the proceedings.
15.06 No business shall be transacted at any General or Special meeting unless a quorum of members is present at the time when the meeting proceeds to business. A quorum shall be members personally present and not less than fifteen (15).

In the event fifteen (15) members are not present, a quorum may be declared by a unanimous vote by those in attendance.
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15.07 If at any meeting, the CEO is not present within fifteen (15) minutes after the time appointed for holding the meeting, or is unwilling to chair the meeting, the members present shall choose one of their number to be that meeting's Chairperson and assume the functions of the CEO for that meeting.
15.08 At General or Special meetings, a resolution put to a vote shall be decided by a show of hands and a declaration by the Chairperson that the resolution is passed by the required majority, carried unanimously or defeated. An entry to that effect in the Minute Book of the Association shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against that resolution. On any resolution, if requested by a member and approved by a majority of the members present, the vote may be taken by secret ballot.
15.09 In the case of an equality of votes, the Chairperson of the meeting shall cast a second and deciding vote.
15.11 Notwithstanding anything to the contrary contained in these By-Laws, a resolution assented to in writing under the hands of a majority of the members, though not passed at a General or Special meeting, shall be of the same force and effect as if had been passed at a General meeting duly convened.

## ARTICLE SIXTEEN: UNIT and LOCAL MEETINGS

16.01 Units and Locals shall be entitled to hold meetings as requested or approved by the Board, the CEO or the Business Manager.
16.02 Unit and Local meetings shall be for the purpose of transacting business specific to the Unit or Local, as applicable.
16.03 Notice of the meeting shall be posted or provided to all affected members specifying the date, time and place of the meeting. Non-receipt of notice by any member shall not invalidate the proceedings.
16.04 Unit and Local meetings shall be open to all Association members within the particular Unit or Local.
16.05 The CEO and the Business Manager shall have the right to attend and participate in all meetings of the Association.

## ARTICLE SEVENTEEN: BALLOT COMMITTEE

17.01 A Ballot Committee shall consist of any two members from a list of members previously approved by the Council of Unit Coordinators.
17.02 Ballots for all Association elections and votes taken by ballot must be tabulated by a Ballot Committee.
17.03 On any vote taken by ballot, the ballots shall be held in a secure manner until the result of the vote has been acknowledged by the Board, and instructions are issued to destroy the ballots.

## ARTICLE EIGHTEEN: <br> FUNDS, SALARIES and EXPENSES

18.01 The funds of the Association are for the legitimate expenses required in the Association's conduct and maintenance and shall not be diverted therefrom.
18.02 Members shall be reimbursed for lost wages and expenses incurred while conducting Association business when authorized by the Business Manager and/or Board. Reimbursement for lost wages shall be at the individual's straight time hourly rate limited to actual time lost, exclusive of overtime. In no event shall reimbursement for lost wages exceed the basic hours of the work day or work week.

Members who have their wages maintained by their employer shall not be deemed to have lost wages.
The Association shall pay all proper invoices from employers for wages and benefits for members conducting authorized Association business.
18.03 Any member, who performs authorized Association business requiring excessive hours outside of regular work hours, shall be entitled to a per diem. The amount of the per diem shall be set at the AGM by those in attendance.

## ARTICLE NINETEEN: RECALL

19.01 Dissatisfied members have the opportunity to remove an unresponsive, irresponsible or dishonest JDR, UC, Director, or President between elections if:
a) Three (3) months have passed since the position was filled.
b) Two-thirds (2/3) of the members who elected the person sign a petition and submit it to a standing Recall Committee. This committee shall consist of any three (3) of five (5) members at large, selected by the Board at the first Board meeting following the AGM.
19.02 Re-elections must take place within fourteen (14) days of any recall.
19.03 The Board shall retain the right to permanently or temporarily remove and replace the CEO at any time if:
a) The CEO is unable, or refuses, to fulfill the duties of the position, or
b) The majority of the Board passes a non-confidence motion. The CEO shall have no voting rights on such a motion.

A member removed from the position of CEO shall continue to hold their President or Director position on the Board unless that position is resigned or the individual is otherwise removed in accordance with the By-Laws.

## ARTICLE TWENTY: DISCIPLINE

20.01 Any member of the Association who neglects their duties or whose actions are contrary to the best interests of the Association or its members may be subject to disciplinary action.
20.03 No member of the Association shall act in a manner that is in violation of the objectives of the Association. This shall include, but is not limited to the following:
a) Violating the By-Laws of this Association.
b) Engaging in activities designed to bring about the withdrawal or secession from the Association of any member.
c) Misappropriating or failing to account for Association funds, for which the member is responsible.
d) Tampering with ballots or interfering with the fair and proper conduct of any election or referendum.
e) Intentionally revealing confidential information or business of the Association.
f) Willfully or intentionally wronging a member or representative of the Association by any false or incorrect act(s).
g) Causing or engaging in unauthorized work stoppages or strikes.
20.04 Upon receipt of a written allegation that a member has committed a violation, the Board shall send a copy of that allegation to that member, with the advice that the matter will be placed on the agenda for the next Board meeting. The member shall
have the right to submit a written statement of defense for consideration at this meeting.

The decision of the Appeal Committee shall be final and binding.
20.10 A member expelled from the Association shall not be re-admitted to membership unless, in the opinion of the Board, extenuating circumstances or the member's subsequent record favors re-instatement.
20.11 Notwithstanding the above process, in the interests of the Association, the Business Manager or the Board shall have the authority to temporarily suspend any or all of the duties of any member.

## ARTICLE TWENTY-ONE: BORROWING

21.01 The Association may by resolution authorize the Board to borrow, raise or secure the payment of money in such a manner, as the Board deems necessary. The Association may authorize the Board or any number of them, to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange or transferable instruments on behalf of the Association.

## ARTICLE TWENTY-TWO: AUDIT

22.01 An independent certified Accountant or Firm shall be chosen by the Association, at the AGM to provide an annual independent financial review. The chosen Accountant / Firm shall be retained until its report has been delivered at the next succeeding AGM.
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22.02 Should the firm chosen at the AGM decline to perform the services at anytime thereafter, the Board shall approve and retain an independent certified Accountant or Firm to provide the review.
Amended September 2010
22.03 The Board or the Council of Unit Coordinators may direct that an independent Audit be completed at any time deemed appropriate and necessary.

## ARTICLE TWENTY-THREE: INSPECTION OF THE BOOKS

23.01 The accounts and books of the Association shall be open to the inspection of members at any time deemed convenient to the member(s) and the SecretaryTreasurer.

## ARTICLE TWENTY-FOUR: SEAL

24.01 The Seal of the Association shall not be affixed to any instrument except by authority of the Board. The Seal shall be affixed in the presence of:
a) Two (2) Directors and the Secretary Treasurer, OR
b) The CEO and the Secretary Treasurer, OR
c) The CEO and two (2) Directors.

## ARTICLE TWENTY-FIVE: <br> AMENDMENT TO BY-LAWS

25.01 The By-Laws of the Association shall not be rescinded, altered or added to except by a special resolution of the Association approved by two-thirds $(2 / 3)$ of the members present and voting at a meeting called for the purpose, or approved by the same majority of the membership voting by ballot. Members must receive not less than twenty-one (21) days notice specifying any proposed change in the By-Laws.

## ARTICLE TWENTY-SIX: MERGERS

26.01 The Board of this Association shall have the power to merge, in whole or in part, with any other association(s) or union(s) under the following provisions:
(a) The decision of the Board is presented to a Special or Annual General meeting and two-thirds $(2 / 3)$ of the members voting approve the merger.
(b) If two-thirds $(2 / 3)$ vote in favour of the merger, the Board of this Association shall have the power to effect such transfer of funds and property. The Board shall ensure that a merger agreement with any other organization or organizations contains terms favourable to the members of this Association.

The Board shall be empowered to take all necessary steps to effect the merger.

## ARTICLE TWENTY-SEVEN: DISSOLUTION

27.01 Dissolution of the United Utility Workers' Association shall be considered to have occurred at such time that the Association no longer represents the members.
27.02 If the United Utility Workers' Association becomes defunct or dissolves, the following shall apply:

1. All financial assets of the United Utility Workers' Association shall be liquidated and shall be divided and distributed equally to all members listed on the last current Dues list prior to the date of dissolution. This list shall be supplied by the Association Office to the Trustee in charge.
2. All monies netted from such dissolution shall be placed in trust with Mr. Tom Jolliffe of the law firm Kelly \& Kelly, of the City of Calgary, or with any other trustee appointed by the United Utility Workers' Association at their Annual General Meeting. Should the trustee appointed decline to perform the service, the Board shall approve and retain an independent law firm to act as Trustee These funds shall be distributed as per number one (\#1) above, by such trustee.
3. The Trustee shall receive a fee for service in the amount of $\$ 2,500.00$.
4. Employees of United Utility Workers' Association at the date of dissolution shall be paid a severance at least equivalent to that paid to the members of UUWA, by their employer, when laid off.
