



■ **Union Defence
Fund Bylaws**

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Union Defence Fund Bylaws

A - GENERAL PROVISIONS

ARTICLE 1 - NAME AND PURPOSE

1.01 NAME

A fund is set up under the name of “Union Defence Fund”, also referred to by the French acronym “FDS.”

1.02 PURPOSE

The purpose of the Union Defence Fund is to increase the efficiency of union action by offering support for the defence or at the time of the defence of workers’ rights in the following ways:

- a) financial assistance during a strike or lock-out;
- b) financial assistance for mobilization during local negotiations;
- c) financial assistance for local actions; (C-06-2008)
- d) legal expenses;
- e) costs related to union organizing and consolidation;
- f) exceptional expenses;
- g) loan to the FIQ providing such a loan does not interfere with the general use of the Union Defence Fund;

- h) liability insurance premium for the administrators and leaders of the FIQ and its affiliated unions;
- i) financial assistance to union organizations that represent nurses, licensed practical nurses and perfusionists (C-06-2011) in other Canadian provinces;
- j) financial assistance to union representatives who endeavour to have their union rights respected. (CS-03-2007)

1.03 **ELIGIBILITY**

The following are eligible for Union Defence Fund benefits:

- a) members of an affiliated union or a union in the process of being organized by the FIQ;
- b) elected officers of the FIQ, of an affiliated union, or of a union in the process of being organized by the FIQ;
- c) employees of the FIQ and of its affiliated unions except in the exercise of their union rights towards the FIQ or its affiliated unions as their employer;
- d) unions affiliated to or in the process of being organized by the FIQ;
- e) the FIQ;
- f) any labour organization that represents nurses, licensed practical nurses and perfusionists (C-06-2011) in the other Canadian provinces.

1.04 **RESERVE**

The sole fact of being eligible for Union Defence Fund benefits does not determine the nature, the duration, the importance or the amounts of the allowances, benefits or other forms of assistance to be granted by the Union Defence Fund. The FIQ will put an end to all assistance as soon as the financial resources of the fund are exhausted.

ARTICLE 2 - **ORIGIN OF FUNDS**

The amounts paid into the Union Defence Fund come from dues, special assessments, donations, subscriptions and from the interest collected by the Fund.

An amount equivalent to 3% of the dues income is paid into the Union Defence Fund accounts each month by the treasurer of the Federation.

ARTICLE 3 - **OWNERSHIP AND USE OF THE FUND**

3.01

All moneys deposited in the FDS account are the complete and exclusive property of the Union Defence Fund of the Federation and must be used as stipulated in the present bylaws.

3.02

The Union Defence Fund may not be used for any endorsement, guarantee, similar commitment or loan, other than those stipulated in the present bylaws.

ARTICLE 4 - **FINANCIAL STATEMENTS**

4.01

The fiscal year of the Union Defence Fund is the same as that of the Federation.

4.02

The financial statements are submitted to the Union Defence Fund Committee and approved by the Federal Council between meetings of the Convention no later than six (6) months after the beginning of the fiscal period.



B - UNION DEFENCE FUND COMMITTEE

ARTICLE 5

5.01

The Union Defence Fund Committee is composed of three (3) members including the treasurer of the Federation. The two (2) other members and two (2) substitutes are elected by the Convention. (C-06-2011)

5.02

The provisions in the bylaws of the Federation for a vacancy or dismissal of a member of the Executive Committee of the Federation and her replacement apply *mutatis mutandis* to the members of the Union Defence Fund Committee.

5.03

The members of this Committee begin their term of office at the end of the Convention; or in the case of a vacancy, at the time of their election.

5.04

The Union Defence Fund Committee reports on its activities to the Convention and the Federal Council.

5.05

The decisions of the Committee are made by a simple majority vote, no member having a preponderant vote. In the case of a tie vote, the question is put on the agenda of the Executive Committee of the Federation for decision.

5.06

According to the Union Defence Fund bylaws, it is the Committee's responsibility to:

- a) study and dispose of the requests for financial assistance addressed to the FDS;
- b) authorize all release of funds;
- c) see to the collection of all outstanding amounts due to the Union Defence Fund.

5.07

Any refusal by the Committee to grant assistance must be motivated and written in the minutes. A copy of the decision is sent to the applicant who has a delay of thirty (30) days from receipt of the Union Defence Fund Committee decision to communicate, in writing, to the Executive Committee of the Federation her intention to appeal this decision at the Federal Council.

C - FINANCIAL ASSISTANCE

ARTICLE 6

For Union Defence Fund purposes, unless the context requires a different interpretation, the following terms are defined as follows:

- a) union: a local, regional or sectional union, or an institution of a regional or sectional union, affiliated to the FIQ or in the process of being organized by the FIQ;
- b) day: any period of at least seven (7) hours and no more than twenty-four (24) hours.

ARTICLE 7 - **PROCEDURE TO GRANT FINANCIAL ASSISTANCE**

- a) In order to be considered, a request for financial assistance, stipulating the motive for the request, must be sent to the Union Defence Fund Committee. However, requests from the FIQ in accordance with Articles 12 and 13 of the present bylaws, must be presented to the Federal Council.
- b) A request must include supporting documents in order that the Union Defence Fund Committee may conduct a complete study of each case.
- c) Assistance cannot be granted if the file is judged to be incomplete by the Union Defence Fund Committee.

- d) The union must be a member in good standing of the FIQ and must not be more than three (3) months late in the payment of its dues to be entitled to financial assistance from the Union Defence Fund, except in special circumstances which are determined by the Executive Committee of the Federation.
- e) In the case of dismissal, suspension, or reassignment for union activities and in the case of exceptional expenses, the request for assistance must include a copy of the complaint for dismissal, suspension or reassignment for union activities to the Minister of Labour, or the grievance contesting the dismissal, suspension or reassignment and it must be submitted to the Union Defence Fund Committee within three (3) months of the event which gave rise to the complaint.
- f) In the case of mobilization for local negotiations, a request for financial assistance must be accompanied by the documents stipulated in Article 9 - Financial assistance for mobilization.
- g) In the case of strikes or lockouts, a request for financial assistance from the Union Defence Fund cannot be accepted if it is made more than one (1) month after the end of the conflict.
- h) In the case of legal expenses, all requests must be made within three (3) months of

the receipt of the lawsuit or of the possibility of a lawsuit.

ARTICLE 8 - FINANCIAL ASSISTANCE IN THE CASE OF A STRIKE OR LOCKOUT

One of the goals of the Union Defence Fund is to assist FIQ-affiliated members and unions which are in difficulty as a result of a lockout or a strike, of which the Executive Committee of the Federation was informed, and which is in accordance with the collective agreement and the union orientations of the FIQ.

8.01

For each day of strike or lockout:

- a) each union will receive an amount equal to \$5 per dues-paying member (ref. Constitution and Bylaws, Chapter X, Article 3) which it distributes to each of its institutions, if applicable, in proportion to the number of members.

A minimum of 75% of the amount sent to the union must serve to pay benefits to members;

- b) the local general assembly must adopt rules on how the money received for each day of strike or lockout is to be used. A copy of these rules is given to the FDS Committee;
- c) at the end of the strike or lockout, the union reports to the general assembly on how the money received was used. A copy of the report is remitted to the Union Defence Fund Committee;

d) the amounts not used are returned to the Union Defence Fund.

8.02

a) An interest-free loan can be granted to a striker beginning on the third (3rd) day of a strike or lockout after a study of her written request by the Union Defence Fund Committee.

b) This loan may not exceed one thousand dollars (\$1,000) for a given conflict and may be granted to a striker in one or several instalments upon signature of acknowledgement of debt.

c) The said loan must be reimbursed within the eight (8) months following the end of the strike or lockout. An extension can be granted, after evaluation of the case by the Union Defence Fund Committee, but interest, at the legal rate, on the amount due to the Union Defence Fund is incurred for this period.

8.03

a) A member summoned or convened before a body provided for by law or the collective agreement in the case of a lockout, strike or concerted pressure tactics carried out with the knowledge of the union and the Federation, receives from the Union Defence Fund an amount equivalent to one (1) day of salary stipulated for her job title. This

amount is paid for each day her presence is required for hearings or the preparation of the said hearings, as well as the expenses incurred according to the policies in effect.

- b) The Union Defence Fund deducts from this amount sums received by the employee from any other source. To receive the amount stipulated in paragraph a), the member must inform the Union Defence Fund of this amount.
- c) In the event that a body provided for by law or the collective agreement issues a remedial order for a member of the union, the Union Defence Fund pays the amount stipulated in the order.

ARTICLE 9 - FINANCIAL ASSISTANCE FOR MOBILIZATION (C-06-2008)

9.01 FINANCIAL ASSISTANCE FOR ACTIONS DURING THE FIRST LOCAL NEGOTIATIONS (C-06-2008)

One of the purposes of the Union Defence Fund is to support the action of members in the context of the first round of negotiations of the 26 local matters of the collective agreement. This action must be conducted with the knowledge of the Executive Committee of the Federation and in accordance with the union orientations of the FIQ. (C-06-2008)

- a) Each union receives an amount equal to \$5 per member to support local mobilization.

- b) The local general assembly must adopt the mobilization action plan for the first negotiation of the 26 local matters. A copy of this action plan and the recommendation adopted must be sent to the treasurer of the FIQ in the six (6) months following their adoption. (C-06-2011) (C-06-2008)
- c) All requests covered by paragraph a) are examined and verified by the treasurer. If a request poses a problem, the treasurer convenes the Union Defence Fund Committee in order to dispose of the request.
- d) At the end of the local negotiations, the union submits a report to the general assembly on how the amounts received were used.
- e) The amounts not used are returned to the Union Defence Fund.

9.02 FINANCIAL ASSISTANCE FOR LOCAL MOBILIZATION (C-06-2008)

The Union Defence Fund is also designed to support members during the implementation of an action and mobilization plan in order to:

- 1) support them during pressure tactics to counter the shortage of healthcare professionals or;
- 2) protest against an employer who unilaterally modifies the working conditions negotiated at the local level or;
- 3) fight against the closure of a facility or a public institution in favour of the private sector or;

- 4) support the re-opening of the local provisions of the collective agreement, whether they arise from the application or not of the provincial provisions of the collective agreement.

In all cases, this mobilization must be organized with the knowledge of the Executive Committee of the Federation. The action plan may cover an institution, a facility, a centre of activities or a category of healthcare professionals. (C-06-2011)

- a) The union receives an amount equal to \$5 per member to support the action plan, depending on the group concerned.
- b) A copy of the action plan and the adopted recommendation must be sent to the treasurer of the FIQ in the six (6) months following its adoption. (C-06-2011)
- c) All requests covered by paragraph a) are examined by the treasurer. If a request poses a problem, the Union Defence Fund Committee is convened in order to dispose of the request.
- d) If the pressure tactic consists of a spontaneous work stoppage, an indemnity of \$15 per hour not worked and per hour of fine following the application of Bill 160, is allocated to the members concerned. To this end, after having received the required supporting documents from the union, the FIQ treasurer pays the amount due to the

union in order that it is remitted to its members.

- e) The union reports on the use of the amounts received in paragraphs a) and d) to the general assembly of the institution.

9.03

A member summoned or convened before a body provided for by law or the collective agreement in the case of concerted pressure tactics carried out with the knowledge of the union and the Federation, receives from the Union Defence Fund an amount equivalent to one (1) day of salary stipulated for her job title. This amount is paid for each day her presence is required for hearings or the preparation of the said hearings, as well as the expenses incurred according to the policies in effect.

ARTICLE 10 - IN CASE OF DISMISSAL OR SUSPENSION FOR UNION ACTIVITIES

Another aim of the Union Defence Fund is to financially assist members of a union affiliated to the FIQ or in the process of being organized by the FIQ who are victims of dismissal, suspension or reassignment for union activities carried out with the knowledge of the union or the Federation.

10.01

In the cases mentioned above, the benefit granted to the member who suffers a loss of

salary can be 100% of the regular net salary at the time of dismissal or suspension. This benefit is increased at the same rate as the salary scale on the dates stipulated by the collective agreement in effect.

10.02

In the case of a member working part-time, her regular net salary is determined on the basis of the average net earnings for the six (6) months worked prior to her dismissal or suspension providing that the regular net salary thus determined does not exceed that of a member working full-time.

10.03

If the salary loss is compensated for, either by employment insurance benefits or otherwise, the amount paid is equal to the difference, if any, between the income thus obtained and 100% of the member's regular net salary.

10.04

The right to a benefit is acquired beginning on the first (1st) day of suspension or dismissal.

10.05

The payment of benefits ends on the date the decision of a body provided for by law or the collective agreement, an agreement with the employer or a retraction by the member takes effect.

10.06

A member who receives such a benefit must sign an acknowledgement of debt.

If the member who is the victim of a dismissal or suspension obtains all or part of her salary for the said weeks following a decision of a body provided for by law or the collective agreement, an agreement with the employer or a retraction, this acknowledgement of debt will be valid for the part of the recovered salary.

10.07

A member cannot retract or conclude an agreement with the employer without the written consent of the Union Defence Fund Committee. A member who does not abide by the present article must reimburse all sums received from the Union Defence Fund.

10.08

In the case of a proposed settlement that the Union Defence Fund Committee deems satisfactory after consultation with the attorney, the union consultant, the local team and the union, the Committee must:

- notify the member in writing of its decision and the motives of the decision;
- send a written copy of the proposed settlement to the member;
- notify the member that, if she refuses, benefits will cease to be paid at the end of the period stipulated in the proposed settlement.

The decision of the Union Defence Fund Committee can be the subject of an appeal to the Federal Council following the procedure stipulated in Article 5.07.

ARTICLE 11 - **LEGAL EXPENSES**

Another purpose of the Union Defence Fund is to assume financial responsibility for the expenses, fees and sentences (C-03-2007) arising from legal procedures or lawsuits related to a strike or lockout or resulting from dismissals, suspensions or reassignments for union activities.

11.01

The Union Defence Fund assumes the expenses, fees and fines authorized by the Union Defence Fund Committee and resulting from the above-mentioned legal procedures.

11.02

A refusal by the Union Defence Fund Committee to assume the legal expenses can be the subject of an appeal to the Federal Council according to the procedure stipulated in Article 5.07.

ARTICLE 12 - **UNION ORGANIZING COSTS**

Another purpose of the Union Defence Fund is to cover the costs related to the union organizing period.

12.01

The Union Defence Fund assumes the costs related to the union organizing period upon

request by the Executive Committee of the Federation. Following this request and after evaluation, the Union Defence Fund Committee authorizes the release of funds.

12.02

The Executive Committee of the Federation presents a report to the Federal Council on union organizing activities and the amounts spent for this purpose.

ARTICLE 13 - **EXCEPTIONAL EXPENSES**

Another purpose of the Union Defence Fund is to give assistance to members of a FIQ-affiliated union, to FIQ-affiliated unions or to the FIQ itself, when faced with exceptional difficulties which are of general interest.

13.01

The Federal Council is the only body which has the power to rule on the application of the present article.

The Union Defence Fund Committee must however make a recommendation to the Federal Council regarding any request presented under this article and inquire into the financial situation of the requesting organizations before making its recommendation.

13.02

In the case of unions affiliated to the FIQ, the Union Defence Fund can pay for the exceptional expenses incurred by these organizations as a

result of the particular situation in which they find themselves.

13.03

In the same way, the Union Defence Fund may assume the exceptional expenses incurred by the Federation in particular situations upon request by the Executive Committee of the Federation.

13.04

A benefit for the amount determined hereafter is granted to the member of an affiliated union who suffers a loss of salary due to exceptional difficulties of general interest.

The minimum benefit will be 50% of the net salary loss. However, this benefit may be increased by the Federal Council after evaluation.

13.05

The right to a benefit is acquired beginning on the first (1st) day, but the benefit may not be paid before the decision of the Federal Council.

13.06

A member who receives such a benefit must sign an acknowledgement of debt.

If a member obtains all or part of her salary following a decision of a body provided for by law or the collective agreement, an agreement with the employer or a retraction, this acknowledgement of debt will be valid for the part of the recovered salary.

13.07

A loan can also be granted to members of affiliated unions suffering salary loss due to exceptional difficulties of general interest in conformity with the conditions stipulated in Article 8.02 while waiting for the decision of the Federal Council.

ARTICLE 14 - **LOANS TO THE FIQ**

Another purpose of the Union Defence Fund is to loan funds to the FIQ in exceptional circumstances.

14.01

Only the Federal Council may decide on a loan to the FIQ following a request by the Executive Committee of the Federation.

14.02

The Executive Committee of the Federation must propose to the Federal Council a method of repayment of the debt.

ARTICLE 15 - **UNION LIABILITY INSURANCE**

The Union Defence Fund pays the cost of the liability insurance premium for the administrators and leaders of the FIQ and its affiliated unions. This contract is negotiated and signed by the Federation.

ARTICLE 16 - **BORROWING POWER**

The Federal Council may authorize the Union Defence Fund:

- a) to borrow money on the credit of the latter;
- b) to limit or increase the amounts to be borrowed within the limits stipulated in the Federation's bylaws to this effect;
- c) to give privileges, mortgages, securities, collateral security or otherwise concede securities on all properties, rights, present or future, real or personal, fixed or moveable, and to guarantee all bonds or other securities or commitment, present or future, by any means recognized by law and authorized in the present bylaws;
- d) to commit, secure or sell any bonds or security it sees fit.



D - UNION DEFENCE FUND BYLAWS

ARTICLE 17

17.01

The Federation must see to it that each union informs its members of the Union Defence Fund bylaws

17.02

The present bylaws may only be modified by the Convention, by majority vote.

17.03

The text of a proposed amendment must be sent to the FIQ in order to be presented to the Federal Council that adopts the agenda of the Convention.

17.04

The secretary of the FIQ must send a copy of these amendments to all affiliated unions at least thirty (30) days before the opening of the Convention.

17.05

However, in the case where it is urgent to amend the bylaws in the interest of the FIQ, without it being possible to respect the procedure stipulated above, the Convention may adopt such amendments by a two-thirds (2/3) majority vote.

