



- Union Defence Fund Bylaws

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## UNION DEFENCE FUND BYLAWS

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### A - GENERAL PROVISIONS

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#### 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 Union Defence Fund's purpose is to increase the efficiency of union action by ensuring 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 lockout;
- b) Financial assistance for mobilization during local negotiations;
- c) Financial assistance for local actions;
- d) Legal expenses;
- e) Costs related to union organizing and consolidation;
- f) Exceptional expenses;
- g) Loan to the Federation 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 Federation and their affiliated unions;
- i) Financial assistance for labour organizations that represent nurses, licensed practical nurses, respiratory therapists and clinical perfusionists in other Canadian provinces;
- j) Financial assistance for union representatives who endeavour to have their union rights respected;
- k) Financial assistance for members trying to ensure their union rights are respected by defending the rights and interests of patients (advocacy).

##### 1.03 Eligibility

The following may benefit from the Union Defence Fund:

- a) Members of an affiliated union or in the process of being organized by the Federation;

- b) Elected officers of the Federation or one of its affiliated unions or in the process of being organized;
- c) Employees of the Federation and its affiliated unions, except in the exercise of their union rights towards the Federation or its affiliated unions as their employer;
- d) Affiliated unions or those in the process of being organized by the Federation;
- e) The FIQ;
- f) A labour organization representing nurses, licensed practical nurses, respiratory therapists and clinical perfusionists in other Canadian provinces.

#### **1.04 Reserve**

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

### **ARTICLE 2 - ORIGIN OF THE FUNDS**

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

The treasurer of the FIQ pays an amount equivalent to 3% of the dues income at the FIQ into the Union Defence Fund accounts each month.

### **ARTICLE 3 - OWNERSHIP AND USE OF THE FUNDS**

#### **3.01**

All moneys deposited in the FDS account are the complete and exclusive property of the Union Defence Fund of the FIQ 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 FIQ.

## **4.02**

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

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## **B - UNION DEFENCE FUND COMMITTEE**

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### **ARTICLE 5**

#### **5.01**

The Union Defence Fund Committee is composed of three (3) members, including the treasurer of the FIQ. The two (2) other members and substitutes are elected by the Convention.

#### **5.02**

The provisions in the FIQ Constitution, Bylaws and Operating Protocol for a vacancy or dismissal of a member of a FIQ committee and her replacement apply mutatis mutandis to the dismissal, resignation and replacement of the members of the Union Defence Fund Committee.

#### **5.03**

The members of this committee begin their terms 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 gives a report on its activities to the Convention and Federal Council.

#### **5.05**

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

#### **5.06**

In accordance with the Union Defence Fund Bylaws, it is the Committee's responsibility to:

- a) examine and dispose of the requests for financial assistance addressed to the Union Defence Fund;
- b) authorize all releases of funds;
- c) ensure the collection of all outstanding amounts due to the Union Defence Fund.

## 5.07

A refusal by the Union Defence Fund Committee to grant assistance must be motivated and written in the minutes. A copy of the decision is sent to the applicant who has thirty (30) days from receipt of the Committee's decision to inform the FIQ Executive Committee in writing of her intention to appeal this decision to the Federal Council.

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## C - FINANCIAL ASSISTANCE

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### ARTICLE 6

Unless the context requires a different interpretation, the following terms are defined for Union Defence Fund purposes:

- a) Union: a local, regional or sectional union, an institution of a regional or sectional union affiliated with the Federation, 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 - PROCEDURES FOR GRANTING FINANCIAL ASSISTANCE

- a) 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 Executive Committee within the meaning of Articles 12 and 13 of these bylaws, must be submitted to the Federal Council.
- b) A request must include supporting documents in order that the Union Defence Fund Committee may conduct a complete examination of each case.
- c) Assistance cannot be granted if the Union Defence Fund Committee deems the file to be incomplete;
- d) To be entitled to financial assistance from the Union Defence Fund, a union must be a member in good standing with the Federation and must not be more than three (3) months late in the payment of its dues, except in special circumstances which are determined by the FIQ Executive Committee;
- e) In the case of dismissal, suspension, or reassignment for union activities, including playing their role as an advocate, 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 Ministry 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 for local negotiations;
- 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 purposes of the Union Defence Fund is to assist members and unions affiliated with the Federation which are in difficulty as a result of a lockout or a strike, carried out with the knowledge of the FIQ Executive Committee, and which is in accordance with the collective agreement and union orientations.

### **8.01**

For each day of strike or lockout:

- a) Each union will receive an amount equal to \$5 per dues-paying member 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 be used for disbursements to members.
- b) For the purpose of this subparagraph, “dues-paying member” means all members of an affiliated union who receive an amount of money as compensation, benefit or indemnity from their employer, except for externs;
- c) The local general assembly must enact regulations for the use of the money received for each day of strike or lockout. A copy of these regulations is submitted to the Union Defence Fund Committee;
- d) At the end of the strike or lockout, the union gives the general assembly a report on how the money received was used. A copy of the report is given to the Union Defence Fund Committee;
- e) 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 (3<sup>rd</sup>) day of a strike or lockout after the Union Defence Fund Committee has studied her written request;
- 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 stipulated 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 an amount equivalent to one (1) day of salary stipulated for her job title from the Union Defence Fund. This amount is paid for each day her presence is required for hearings or the preparation of the said hearings, as well as for expenses incurred according to the policies in effect;
- b) The Union Defence Fund deducts the sums received by the employee from any other source from this amount. To receive the amount stipulated in subparagraph a), the member must inform the Union Defence Fund of this amount;
- c) In the event that a body stipulated by law or the collective agreement issues a remedial order for a member or the union, the Union Defence Fund pays the amount stipulated in the order.

## **ARTICLE 9 - FINANCIAL ASSISTANCE FOR MOBILIZATION**

### **9.01 Financial assistance for mobilization during the first local negotiations**

One of the purposes of the Union Defence Fund is to support the mobilization 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 FIQ Executive Committee and in accordance with the FIQ union orientations.

- 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 twenty-six (26) local matters. A copy of this action plan and the recommendation adopted must be sent to the treasurer in the six (6) months following its adoption.
- c) All requests covered by subparagraph 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 unused amounts are returned to the Union Defence Fund.



## **9.02 Financial assistance for local mobilization**

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;
- 2) protest against an employer who unilaterally modifies the working conditions negotiated at the local level;
- 3) fight against the closure of a facility or a public institution in favour of the private sector;
- 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.

This mobilization must always be organized with the knowledge of the FIQ Executive Committee. The action plan may cover an institution, site, centre of activities or a category of healthcare professionals.

- a) The union receives an amount equal to \$5 per member to support the action plan, based on the group concerned.
- b) A copy of the action plan and the adopted recommendation must be sent to the treasurer in the six (6) months following its adoption.
- c) All requests covered by subparagraph 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 \$25 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 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 subparagraphs a) and d) to the general assembly of the institution.

## **9.03**

A member summoned or convened before a body stipulated 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 an amount equivalent to one (1) day of salary stipulated for her job title from the Union Defence Fund. 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 - DISMISSAL OR SUSPENSION FOR UNION ACTIVITIES, INCLUDING PLAYING THE ROLE OF AN ADVOCATE**

Another purpose of the Union Defence Fund is to financially assist members of a union affiliated with the Federation or in the process of being organized, who are victims of dismissal, suspension or reassignment for union activities, including playing the role of an advocate, carried out with the knowledge of the union or the Federation.

### **10.01**

In the above-mentioned cases, the disbursement 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 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 disbursement 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 disbursement is acquired beginning on the first (1<sup>st</sup>) day of suspension or dismissal.

### **10.05**

The payment of disbursements ends on the date the decision of a body stipulated 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 disbursement 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 stipulated 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 make 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, local team and union, the Committee must:

- inform the member of its decision and motives supporting it in writing;
- send her a written copy of the proposed settlement;
- inform her that, if she refuses, disbursements 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 appealed to the Federal Council using 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 convictions 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 appealed 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 the request of the FIQ Executive Committee. Following this request and after evaluation, the Union Defence Fund Committee authorizes the release of funds.

## **12.02**

The FIQ Executive Committee 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 assist members of a union affiliated with the Federation, unions affiliated with the Federation or the FIQ itself, when faced with exceptional difficulties which are of general interest.

### **13.01**

The Federal Council is the only body with the power to rule on the application of this article.

However, the Union Defence Fund Committee must make a recommendation to the Federal Council on a 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 with the Federation, 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**

The Union Defence Fund may also assume the exceptional expenses incurred by the FIQ in particular situations at the request of the FIQ Executive Committee.

### **13.04**

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

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

### **13.05**

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

### **13.06**

A member who receives such a disbursement must sign an acknowledgement of debt. If a member obtains all or part of her salary following a decision of a body stipulated 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 unions affiliated with the Federation suffering salary loss due to exceptional difficulties of general interest as set out in the conditions stipulated in Article 8.02, while waiting for the decision of the Federal Council.

## **ARTICLE 14 - LOANS**

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, following a request from the FIQ Executive Committee.

### **14.02**

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

## **ARTICLE 15 - UNION LIABILITY INSURANCE**

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

## **ARTICLE 16 - BORROWING POWER**

The Federal Council may authorize the Union Defence Fund to:

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

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## D - UNION DEFENCE FUND BYLAWS

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### ARTICLE 17

#### 17.01

The FIQ must ensure that every union informs its members of the Union Defence Fund bylaws.

#### 17.02

These bylaws may only be amended by a majority vote of the Convention.

#### 17.03

The text of a proposed amendment must be sent to the FIQ for it to be submitted to the Federal Council that adopts the agenda of the Convention.

#### 17.04

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

#### 17.05

However, when 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.