

Bylaw Amendments to be voted on – October GMM

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1. Article 18 (Strike Fund)

***MOTIVATION:** The current Local Defence Fund has never been used and remains empty, largely due to its vague nature and overlap with existing Main Operating budget lines. The current Local Strike Fund limits spending to only strike/lock-out related expenses, as well as, some preparatory expenses related to a possible strike (though the Local has rarely used it to fund strike preparations). In addition, the funding of the current Local Strike Fund is poorly defined. This amendment will combine the Local Defence and Local Strike Fund into a singular fund with expanded criteria, so that it can be used to (1) fund bargaining and strike aversion campaigns, (2) assist with organizing new bargaining units within the Local, (3) prepare for strike action, (4) fund a strike/lock-out, (5) fund legal expenses related to interest or binding arbitration, and (6) serve as a contingency or reserve fund. This amendment will also establish a regular deposit scheme into the Local Defence and Strike Fund, ensuring that the fund remains robust and not dependent on infrequent deposits from surplus.*

Article 18: ~~Local Strike Fund~~ Local Defence and Strike Fund

(a) The Local shall maintain an ongoing Local Defence and Strike Fund from the dues and assessments of the members. ~~The Executive Committee elected in February 2011 shall present to the membership, at the first General Membership Meeting following the election, a budget which will include the percentage or portion of regular dues which is to be transferred into the Local Defence and Strike Fund for approval by the general membership.~~

(b) The Local Defence and Strike Fund shall be held and maintained in ~~an account separate from the general funds and shall be used only for and in the event of an authorized strike.~~ a separate account at a credit union or other chartered, government-insured financial institution.

(c) Expenditures from the Local Defence and Strike Fund shall be in accordance with the Local Strike Policy and/or shall be made as follows:

(i) Beginning on the date of expiry of a Collective Agreement, the Executive Committee, in consultation with the Bargaining Mobilization Committee (see Article 12), and with the proper approval of the membership, shall be authorized to spend up to \$25,000 to prepare for a possible strike.

(ii) Beginning on the date of the expiry of a Collective Agreement, the Executive Committee may, in consultation with the Bargaining Mobilization Committee, and with the approval of the membership, spend up to \$25,000 from the Local Defence and Strike fund on special projects and campaigns related to bargaining mobilization, bargaining support, and strike aversion.

(iii) The Executive Committee shall be authorized to spend, upon approval by an *in camera* session of the Stewards' Council, up to \$50,000 from the Local Defence and Strike Fund for any expenses related to organizing new bargaining units within the Local.

~~(d) The Secretary-Treasurer and Chairperson shall be responsible for disbursements of the fund, subject to approval of the Executive Committee, and shall maintain separate and detailed accountings of it. Where the Local commences strike action or is locked-out by the Employer, the expenditures necessary to conduct the strike shall be made from the Local Defence and Strike Fund.~~

(e) In the event of a strike vote being called, and where necessary, the Executive Committee, with the proper approval of the membership, shall have authority to borrow funds from a credit union, bank, financial institution or organization or other chartered, government-insured financial institution, and such monies shall be placed into the Local Defence and Strike Fund of the local to be used for all the expenditures incurred during a strike.

(f) In the event that interest or binding arbitration during the process of collective bargaining is agreed to or arbitration is forced upon a bargaining unit, related legal expenses shall be paid from the Local Defence and Strike Fund.

~~(f)-(g) Upon termination of the strike, the Chairperson and the Secretary-Treasurer shall provide, when practicable, a written financial report on the disbursement of the Fund both to the Executive Committee, Stewards' Council, and the membership with a written financial report on the disbursement of the fund.~~

(h) In order to maintain a robust Local Defence and Strike Fund, the following percentage of remitted dues shall be deposited into the Fund from each dues receipt:

(i) When the balance of the Local Defence and Strike Fund is less than or equal to \$474,999.99, 10% of the dues remitted to the Local from each dues receipt will be deposited into the Fund.

(ii) When the balance of the Local Defence and Strike Fund is between \$475,000.00 and \$649,999.99, 7.5% of the dues remitted to the Local from each dues receipt will be deposited into the Fund.

(iii) When the balance of the Local Defence and Strike Fund is between \$650,000.00 and \$824,999.99, 5% of the dues remitted to the Local from each dues receipt will be deposited into the Fund.

(iv) When the balance of the Local Defence and Strike Fund is between \$825,000.00 and \$999,999.99, 2.5% of the dues remitted to the Local from each dues receipt will be deposited into the Fund.

(v) When the balance of the Local Defence and Strike Fund is \$1,000,000.00 or greater, contributions to the Local Defence and Strike Fund shall cease, unless otherwise approved by the membership.

(i) Where necessary, the Executive Committee is permitted to borrow from the Local Defence and Strike Fund—unless the Fund is valued at less than \$300,000—an amount sufficient to allow the Local to meet its regular operating expenses between May 1 and September 30 in a given fiscal year or anytime in the six months following a strike action or lock-out. The

Secretary-Treasurer shall provide a written report at the next meeting of the general membership following any borrowing from the Local Defence and Strike Fund. All monies borrowed must be repaid in full no later than the last day of the same fiscal year, unless an extension is approved by the membership. The Local Defence and Strike Fund shall act as the sole contingency or reserve fund of the Local, with all contingency or reserve funds being transferred into and existing within the Local Defence and Strike Fund.

(j) For the purposes of calculating the value of the Local Defence and Strike Fund, the balance shall be understood to mean the total of all cash, assets, term deposits, and investments in the Fund on the day that the dues receipt is received by the Local.

(k) All interest generated from the Local Defence and Strike Fund will remain in the Fund.

Article 19: Local Defence Fund

~~(a) The purpose of the Local Defence Fund is to fend off and fight against attacks on the Local and our allies at any moment.~~

~~(b) The uses of the Local Defence Fund include but are not limited to campaigns of the Local and its allies and donations to allies.~~

~~(c) The Local Defence Fund shall be held and maintained in an account separate from other accounts. The money in the Local Defence Fund must be readily accessible and cannot be locked in a nonredeemable term deposit.~~

~~(d) Money in the Local Defence Fund cannot be transferred to nor used for the Operating Account. Upon majority vote of the membership, money in the Local Defence Fund can be transferred to the Strike Fund.~~

~~(e) The sources of the money and how much will go into the fund shall be voted by the membership, which shall receive at least seven (7) days' notice.~~

~~(f) In order for the Local to access the Local Defence Fund, the membership must approve a budget.~~

~~(g) The Executive Committee, with the proper approval of the membership, shall be authorized to spend from the Local Defence Fund.~~

~~(h) The Secretary-Treasurer and Chairperson shall be responsible for disbursements of the fund, subject to approval of the Executive Committee, and shall maintain separate and detailed accounting of it.~~

~~(i) The Secretary-Treasurer shall provide both the Executive Committee and the membership with a written financial report on the disbursement of the fund.~~

2. Article 10 (Committees - Extended Health Benefits Fund Committee)

Extended Health Benefits Committee

The primary responsibility of members on this Committee will be to regularly review applications submitted to the health plan. While one half of the plan will directly reimburse people based on submitted receipts, the second half of the plan will function similarly to the Ways and Means Committee, assessing individual cases on a care and needs basis. The Committee will regularly convene to review these latter claims, making the difficult decisions as to how to distribute our significantly limited funds. Time commitment will vary from week to week based on the number of claims received. Committee members should be relatively

available throughout the year. There are ~~three~~ four positions on this committee. See Extended Health Benefit Committee Guidelines as appended to these bylaws.

The Extended Health Benefits Committee is elected for a one-year term.

Honorarium: ~~\$1500~~ \$2000 per year, per position.

3. Article 10 (Committees - Joint Health and Safety Committee)

Bylaw amendment to increase the number of members in the Joint Health and Safety Committee by one member, in order to meet the new criteria set out by the Employer

Joint Health and Safety Committees are made up of employee and employer representatives who meet to evaluate and address workplace health and safety problems and issues. 3903 JHSC representatives consist of ~~thirteen~~ fourteen elected representatives, which include one JHSC Coordinator and ~~twelve~~ thirteen committee members.

4. Article 10 (Committees - Professional Development Fund Committee)

Professional Development Fund Committee

This Committee has three elected representatives: the PDF Coordinator, and two PDF Representatives. The PDF Coordinator administers the ~~PDF Fund~~ the fund throughout the contract year in accordance with established guidelines and is the primary contact person for members. One of the Coordinator's tasks is to chair ~~four~~ committee's meetings (~~September, January, March, and June~~) to adjudicate the distribution of the Professional Development Fund, ~~the Teaching Development Fund~~, and the Tuition Cost Fund. ~~The meetings are also attended by the PDF/TDF Committee (which includes the CUPE 3903 PDF representative), the Centre for the Support of Teaching, and a YUFA member.~~ The PDF Coordinator is responsible for adjudicating the Tuition Cost Fund with the Director of the Teaching Commons. The PDF Coordinator is also responsible for the actual disbursement of funds and for the general upkeep of the PDF email account. The PDF Coordinator is also a member of the ~~CST~~ Teaching Commons Executive Board and is CUPE 3903's primary and ongoing connection to the ~~CST~~ Teaching Commons. The representatives are elected for a one-year term at the ~~September~~ November general meeting of the membership (GMM). (See APPENDIX E – Professional Development Fund)

Honorarium for the PDF Coordinator: \$2250, paid in three equal instalments of \$750 per funding cycle at an estimated time of 40 hours per cycle.

Honorarium for the PDF Representatives: \$600, paid out as ~~\$150~~ \$200 per meeting per position.

5. Article 10 (Committees - Forum Moderators)

Forum Moderators

2 forum moderators oversee CUPE 3903's forums and make sure that all communications are in line with the Union's Equity Statement as well as the Listserv Rules and Posting Guidelines (Appendix F - Listserv Rules and Posting Guidelines). Forum moderators elected for a one-year term.

Honorarium: \$500 per member per year.

6. Article 9 (Posting Officers)

POSTINGS OFFICER

(a) Two Postings Officers shall be elected to the Postings Committee at the Annual General Meeting (AGM). Elections and voting shall be conducted as set out in Article 13 I. (d)-iv.

(b) One Nursing Specific Postings Officer shall be elected to the Postings Committee at the Annual General Meeting (AGM). Elections and voting shall be conducted as set out in Article 13 I. (d)-iv.

(c) The Postings Committee reviews all job postings for conformity with the Collective Agreements (e.g., qualifications required and preferred by the employer, description of duties, pay rate). Where postings do not conform with the Collective Agreements, the Postings Officer discusses them with the Employer's postings officer to attempt to remedy the situation. If discussion does not result in a prompt remedy, the Postings Committee initiates grievances through the Grievance Committee and/or Stewards' Council.

(d) The Postings Committee shall, upon termination of office, surrender all books, seals and other properties of the Local Union to their successor, upon termination of her term of office, provide a copy of all documents pertaining to her work to the CUPE 3903 Archive. (d)
Honorarium: \$2,500 per year.