



# Strike And Defence Fund Policy

## National Executive Board

### SECTION 1 – Purpose

1. The primary purpose of the Strike and Defence Fund (the Fund) is to support members who participate in authorized strikes or lockouts.
2. A regulated portion of the Fund may be used for campaigns and defence of the membership with the approval of the National Executive Board.
3. Fundamental to the concept of the Fund is the principle that success in a strike or lockout situation cannot be purchased. The unity and sacrifice necessary to win a conflict is never dependent on finances alone. The Fund and this policy reinforce our member's solidarity, but can never replace it.

### SECTION 2 – Defence Fund Benefits And Operating Principles

4. The following set of principles governs the operation of the Fund.
5. The Fund shall be maintained by a monthly transfer into a separate account of 10% of National Dues received.
6. The Fund shall be used to assist Locals in the event of a strike or lockout.
7. Strike benefits shall be paid according to Article 17 Section C of the Constitution, which as of Sept 1, 2013 are:
  - Strike assistance pay of \$250.00 shall be provided for each week of an authorized strike or lockout, prorated by day, including the first week. Strike assistance pay will cease on the later of seven days following ratification of the collective agreement, or seven days following the Local Union or bargaining units return to work date, not to exceed 28 days following the ratification date.
  - Medical and health benefit costs for members in a strike or lockout may be provided by the Fund according to criteria established by the National Executive Board.
8. All strike votes and ratification votes are governed by Article 17 of the Constitution, and eligibility for benefits from the Fund may be denied if an appropriate strike or ratification vote was not properly conducted.

9. Local unions which are in arrears in their National Dues, Regional or Quebec Councils Dues or other assessments, or which have failed to reconcile accounts from previous payments from the Fund, may be denied access to benefits.
10. Where local unions have no right to strike or face compulsory arbitration they may apply to the National Executive Board for assistance from the Fund to meet the cost of extraordinary expenditures.
11. An amount not exceeding the national dues income of the Fund in the previous year may be used upon approval of the National Executive Board for special campaigns to defend the Union and its membership, e.g. campaigns to protect employment, defending against raids, boycotts, expenses arising out of court or arbitration cases related to strikes or lockouts that have broad national implications. All expenditures will be made on the basis of national union priorities and strategic legal considerations.
12. Special campaigns can include assistance to workers in other unions involved in disputes of national importance.
13. Administrative costs shall be paid out of the Fund.
14. All other disbursements must be supported by a National Executive Board resolution or an Executive Board Poll.
15. All requests for assistance will be submitted to the National Executive Board for acceptance in advance of arbitrations, legal cases or campaigns commencing.
16. Any dispute on eligibility for benefits from the Fund shall be decided by the National Executive Board, whose decision shall be final.
17. Should the Defence Fund be depleted, the National Executive Board shall have the authority to borrow money as necessary to meet its obligations.

### **SECTION 3 - Administration Of The Fund**

18. Overall responsibility for all operations of the Fund resides with the National Executive Board. For administrative efficiency and in accordance with the Constitution, the following specific duties shall be carried out.
19. The President of the National Union, or designate, shall:
  - Authorize strike action by a local, locals or bargaining units;
  - Approve Fund payments to a local or locals;
  - Rule on requests from locals regarding Strike Support Plans;
  - Designate and assign responsibility for the proper conduct of a strike or lockout to the appropriate Assistant, Quebec Director, Regional Director or Representative(s);
  - Provide information and notification as appropriate to the Quebec Director, Regional Directors and Assistants;
  - Ensure that the National Executive Board is kept informed of important developments.

20. The Secretary Treasurer of the National Union, or designate, shall:
- Be responsible for maintenance of the Fund in accordance with the Constitution;
  - Advise the President of the National Union of the current status of a local or locals involved in a dispute, including the number of members in good standing in the bargaining unit(s) involved according to National Union records;
  - Arrange for Fund payments, in accordance with proper procedures, to a local or locals involved in a dispute;
  - Invest monies of the Fund to achieve the best possible return for the good of the membership;
  - Provide written reports on the status of the Fund, including balance, payments made to locals, investments and investment plans, at regular meetings of the National Executive Board, and provide an audited financial statement at least once a year and at other times as required or directed by the National Executive Board;
  - Furnish any forms or directives in connection with the administration of the Fund, which may be required from time to time;
  - Ensure that a local or locals involved in a dispute are properly trained and prepared on the Defence Fund Rules and on Strike Authorization Procedures.
21. The Quebec Director, Regional Directors and Assistants shall:
- Keep the President of the National Union apprised of all bargaining developments and particularly those situations where a dispute appears imminent;
  - Make recommendations to the President of the National Union in connection with strike authorization, payment of Fund benefits, and termination of same;
  - Review and approve the Strike Plan in accordance with this policy;
  - Be responsible to release strike authorization to a Local or locals at the appropriate time.

## **SECTION 4 - Strike Authorization**

22. Strike authorization and all payments from the Fund are authorized by the President under Article 17 of the Constitution.
23. The President shall grant strike authorization if a strike vote was held in accordance with the Constitution and if the membership have clearly authorized a strike as provided for in this policy. The President has the responsibility to withhold authorization if a strike would result in serious harm to the membership or the National Union.
24. A strong strike mandate is an important element in successful bargaining. It sends a clear message to the employer and it strengthens and demonstrates the solidarity of our members. Leadership and staff should strive to achieve at least 66 2/3% and as high a vote as possible. If this is not achieved, the President shall determine whether a strike is warranted by strategic considerations.
25. As a matter of bargaining strategy, a strike vote is often taken early in the bargaining process. When this occurs, strike authorization requests should be delayed until a strike is considered possible.

26. If a new and substantive offer has been made subsequent to a strike vote, the President shall determine that the new offer has been considered by the membership, or appropriately considered and rejected by the Bargaining Committee.
27. A request for strike authorization shall be sent to the President by the National Representative assigned to the bargaining, and a copy of the request for authorization shall be sent to the Regional Director or the Quebec Director.
28. Typically, strike authorization may require 72 hours' notice and consideration by the office of the President.
29. A request for strike authorization shall be completed on a form provided by the office of the President and include the following information:
  - Description of the company, workplace and members affected by the dispute;
  - Status of negotiations, mediation or conciliation, including outstanding issues;
  - Details of the strike vote, including date, location, voter turnout and voting results;
  - Other unions or workers that would be affected by a strike;
  - Strategic matters that would affect the conduct of a strike, including pattern or industry bargaining considerations, corporate relationships, supply chains and government policy or interventions.
30. The Quebec Director or the Regional Director shall provide additional information and advice to the President if required.
31. Strike authorization shall be signed by the President and sent to the Quebec Director, Regional Director or designated Representative. No work stoppage shall take place until the authorization has been released to the Local Union or Bargaining Unit by the President's Office, Quebec Director, Regional Director or Representative.
32. If the circumstances which gave rise to a strike authorization have substantially changed, the President may withdraw strike authorization, subject to the approval of the National Executive Board.
33. Strike authorization ends with the ratification of an agreement that ends a strike or lockout.

## **SECTION 5 - Eligibility For Benefits**

34. If a labour dispute commences, local unions or bargaining units shall establish a Local Strike Committee to assist in the implementation of this policy.
35. Rules of eligibility for strike assistance concerning hours of picketing or other strike-related duties shall be determined by the Local Strike Committee.
36. Under no circumstances will a member be eligible for strike assistance unless that member performs the strike-related duty assigned or is duly exempted from performing that duty by the Local Strike Committee.

37. A surviving spouse of a member who passes away during a dispute may continue to receive assistance from the Fund on an equitable basis. The member or the surviving spouse of a member who passes away during the dispute receiving the payment must sign a form acknowledging the amount and that such payment has been received (the President of the National Union may approve alternate arrangements in special or unusual circumstances).
38. Any member receiving Workers Compensation, Employment Insurance, vacation pay or any similar form of income will not be eligible to receive strike assistance from the Fund. However, it is understood that members may still receive strike assistance even if they receive other employment income given that they meet all other requirements of this policy.
39. The designated Monthly Strike Audit Report Form must be submitted to the National Union on a monthly basis.

## **SECTION 6 – Payments To Members And Local Unions**

40. Local unions may receive funds from the Fund to cover benefits of members and for a Strike Support Plan. To receive payments from the Fund during a strike or lockout, local unions shall establish a separate bank account with bonded Local Union signing officers to receive payments from the Fund.
41. The Fund may issue cheques directly to the Local Strike Committee for signing and distribution to members. Where this is the case the Local Strike Committee or another responsible officer shall be named by the Secretary Treasurer of the national Union to receive these cheques. Specific instructions and procedures provided by the Secretary Treasurer of the National Union shall be provided.
42. All strike assistance to members shall be paid in person only, by cheque and must be signed by two Local Union Officers for whom bonding coverage must be secured. The signature list containing all signatures must be returned to the Secretary Treasurer of the national union before a subsequent payment or cheques are issued and distributed to the local union.
43. Transfers made from the Fund will be issued to and must be deposited in an account separate from all other local union accounts (example: Local XXX Strike Assistance Fund) and all payments to members related to the strike or lockout must come from that account.
44. This account shall not be used for donations and funds generated from appeals for financial assistance or from transfers from other local union accounts.
45. The initial Fund payment or strike pay shall be made to the locals based on the number of members in good standing listed on the most current National Dues Report. Subsequent Fund payments will be based on the weekly strike assistance cheque register supplied by the Local to the Secretary Treasurer of the National Union.
46. For clarification, only those members (or the surviving spouse of a member who passes away during the dispute), who are working in the bargaining unit where the strike or lockout occurs and on whose behalf National Dues to the National Union has been paid (or have been

exempted from paying per capita in accordance with the Constitution) will be counted. Excluded will be individuals the Local has reported as “gone”, “left”, etc. but are still considered members in good standing because they are not more than three months in arrears in per capita.

47. Newly hired members: The Defence Fund payments on behalf of these members will not be made until the local provides adequate documentation concerning the good standing of those members.
48. Newly organized units shall receive strike assistance based upon the membership application cards received by the National Union, or an authenticated list signed by the Local Union Secretary Treasurer, no later than the Friday of the week in which the dispute commences.
49. In the case of amalgamated locals which do not break down their National Dues Reports by separate bargaining units, such a local shall send to the Secretary Treasurer of the National Union a list of the names of the members in the affected bargaining units as of the commencement of the strike or lockout before they can receive any payment or strike pay from the Fund.
50. Members returning from leaves during the dispute may be added to the list, starting on their return date, if locals provide adequate information.
51. A cheque covering the total entitlement for the Local Union will be issued on day 8 of the conflict and include \$250 per member for the first week of the dispute, or \$35.71 per day. Payments shall be made each seven (7) days thereafter.
52. In accordance with the Fund principles, payments shall cease seven (7) days following the members' individual return to work date. Such payments should not exceed twenty-eight (28) days following the conclusion of the dispute.

## **Strike Plan Support**

53. In addition to benefits to members as provided by the Constitution, and subject to the approval by the President of the National Union, additional support may be provided to support a strike plan covering costs for receipted costs directly associated with administering the strike/lockout, including picket line facilities and special needs.
54. A strike support plan, set out on a form provided by the office of the President, shall be funded taking into account factors such as the number of members involved in the dispute, the number of sites to be picketed, gates or picket lines, the location of the dispute etc.
55. The allowances provided in this article shall be remitted to the striking Local immediately upon receipt by the Secretary Treasurer of the National Union of the approved strike plan and will be paid retroactively to the first day of the strike.

## **Conclusion Of Dispute**

56. Upon ratification of agreement and disposition of all liabilities, any monies remaining that were not utilized must be returned to the Secretary Treasurer of the National Union, accompanied by the Final Strike Audit Report Form.

57. The Final Strike Audit Report Form must be returned to the Secretary Treasurer of the National Union within ninety (90) days of the ratification date of the agreement that put an end to the strike or lockout. The Local Union must also provide copies of all strike account bank statements to the National Union until all outstanding cheques have cleared the account. Failure to comply may result in revocation or suspension of Charter in accordance with our Constitution.

## **SECTION 7 - Donations And Appeals For Financial Assistance**

58. Appeals for financial assistance to each Local Union and outside organizations may be made after the fifth week of a dispute by the President of the National Union after consultation with the Quebec Director or Regional Director(s) involved.

59. Monies received from donations and appeals must be deposited in an account separate from all other local accounts and all distribution to members related to these monies should come from that account. These monies must be identified in the quarterly reports of local union trustees and bank statements for these accounts must accompany the trustee report.