

Standing Rules and Regulations

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1. Purpose

- 1.1** The primary purpose of the Defence Fund is the provision of Strike Benefits for Member Unions engaged in a strike or lockout, as specified in Standing Rule and Regulations 7.2.
- 1.2** The secondary purposes of the Defence Fund are:
 - 1.2.1** The provision of Other Benefits to Member Unions in support of collective bargaining or collective bargaining rights not involving a strike or lockout, as specified in Standing Rule and Regulations 7.3.
 - 1.2.2** The provision of Strike Support Actions in support of Member Unions engaged in a strike or lockout, as specified in Standing Rules and Regulations 7.4.
 - 1.2.3** To support the exchange of information about the importance of job action in the collective bargaining process in the academic sector.
- 1.3** While extensive discretion shall be provided to the Board of Directors, the resources of the Defence Fund shall not be available to defray expenses relating to:
 - 1.3.1** Efforts to obtain bargaining status;
 - 1.3.2** The administration of a collective agreement;
 - 1.3.3** The negotiation of a collective agreement, except as provided for in Standing Rule and Regulations 7.2 and 7.3.

2. Initiation fee

- 2.1** The initiation fee for new Member Unions provided for in Section 3.1 (b) of the By-Law shall be \$30.00 times the number of dues-paying persons in the bargaining unit or units, except that unions having acquired legal-status bargaining rights shall have one (1) year from the date of acquiring such rights to join the Defence Fund at the fee of \$20.00 times the number of dues-paying persons in the bargaining unit or units.
 - 2.2** When a Member Union brings in a new Bargaining Unit, the Member Union will not be charged a new initiation fee. The Member Union shall immediately calculate the number of FTE members in the new Bargaining Unit, report this figure to the Secretary, and begin paying dues for that Bargaining Unit on the first day of the following month. To access benefits under the Fund, the Member Union must be paying dues for that Bargaining Unit. This regulation does not apply to the fluctuation in the number of individuals within the groups already in the Union.
- 3.1**

3. Monthly Dues

The minimum target amount of the Fund is \$35,000,000. Each Member Union shall pay to the Defence Fund monthly dues as provided for in Section 3.1 (c) of the By-Law of \$7.00 per capita of dues-paying persons in the bargaining unit or units, effective December 1, 2023. Whenever the Daily Benefit as defined in SRR 7.2.1(c) exceeds sixteen times the monthly per capita dues, the monthly per capita dues shall increase by \$0.25 on February 1. Any increase in dues as a consequence of a change to strike benefits shall be communicated to each Member Union by the Secretary.

3.1.0 Notwithstanding 3.1.1, effective December 1, 2023, until the Fund is at \$35 million for two consecutive quarters, dues will be \$8.00 per capita of dues-paying persons in the bargaining unit or units. The dues will revert to \$7.00 the following quarter.

3.1.1 Following the re-establishment of the Fund at \$35 million as per 3.1.0, when the balance of the Fund is below \$35 million for two consecutive quarters, after the following quarter the monthly per capita dues will automatically increase to \$7.50 until such time as the Fund has been restored to the \$35 million threshold for two consecutive quarters. When the balance of the Fund is below \$33 million for two consecutive quarters, after the following quarter the per capita dues will automatically increase to \$8.50 until such time as the Fund has been restored to the \$33 million threshold for two consecutive quarters. Any change in dues pursuant to this subsection shall be communicated to each Member Union by the Secretary at least 30 days prior to the implementation of such change.

3.2 The membership count for billing purposes is to be done on one date, that is December 1st with the billings to reflect that count beginning February 1st following.

3.3 Each Member Union shall perform for each of its Bargaining Units the following calculation and report annually to the Secretary of the CAUT Defence Fund in a manner prescribed by the Secretary with proper notice:

- the number of full-time members in the union
- the number of part-time members in the union
- the number of full-time equivalents (FTE) in each Bargaining Unit
- the method or formula used to compute the FTE
- the number of bargaining units

This information for each Bargaining Unit of a Member Union shall be reported annually to the Board of Directors by the Secretary. For each member union the most recent calculation of the number of FTE in each Bargaining Unit shall be used to determine the annual dues paid to the Defence Fund. In the event of a strike the most recent calculation of the number of FTE in the striking Bargaining Unit(s) shall be used to determine the strike benefits paid by the Defence Fund to Member Unions. Nothing shall prevent a union from paying full dues for all members and receiving full strike benefits for those members.

4. Investments

4.1 The primary objective of the investment portfolio will be to maximize safety of principal and certainty of payment related to the spending requirements. Subject to these constraints, the portfolio will be managed with a secondary objective of maximizing the overall return.

4.2 The Investment Committee will implement, review, and monitor these guidelines and must approve all changes to them.

4.3 The Investment Committee members shall act on behalf of the Defence Fund according to the following "prudent person" standard:

"The directors of an insurance holding company shall establish and the insurance holding company shall adhere to investment and lending policies, standards and procedures that a reasonable and prudent person would apply to avoid undue risk of loss and obtain a reasonable return."

- 4.4** All funds shall be managed according to the Investment Guidelines below with a view to:
- (a) meeting liquidity requirements of the Defence Fund;
 - (b) achieving stability by investing only in low volatility, moderate to low-risk investments; and
 - (c) the guiding principle of showing preference for responsible investments consistent with Environmental, Social and Governance (ESG) principles.
- 4.5** The Investment Committee, working with CAUT staff, will review its investment management services including fee structure and performance against relevant benchmarks at a minimum of every 5 years, effective October 2019.
- 4.6** The Investment Committee will prepare an annual report to the Treasurer for presentation to the Annual Meeting; the report will detail the state and performance of investments (by category) of the fund at the end of August and the performance of the fund by category, over the previous year. The details of how the fund is invested will be made available to all Members Unions on request. The report shall include a statement of compliance with this investment policy.
- 4.7** The Investment Committee shall meet, by teleconference at a minimum, at least twice per year to review investments with the Fund Manager.
- 4.8** The assets of the fund shall be divided into two pools as described below.
- 4.9 **A Fixed Income Pool. (FI)****

The majority of the fund assets shall be in fixed income under the following guidelines:

- (a) Investments may be made in government obligations (i.e., Treasury Bills Notes, Strip Coupons, Debentures and/or Bonds) issued directly or indirectly by the Federal government or an agency (Canadian) or any of the provinces, and Guaranteed Investment Certificates (GIC) that meet Canada Deposit Insurance Corporation requirements, or Investment Grade Canadian Corporate Bonds. Corporate bonds may not exceed 20% of the total portfolio.
- (b) Normally, the assets of the fixed income pool shall be invested with an equal percentage maturing in one, two, three, four, five, six and seven years. Maturity dates should be spread out over the year.
- (c) When the opportunity for increased return presents itself, securities with maturities of eight to ten years may be purchased, so long as the total cost of the bonds purchased does not exceed 10% of the fixed income pool for any one year's maturity, nor 20% of the fund for all such extended maturities.

4.10 **An Equity Pool (EP)**

Up to 30% of the fund may be invested in the equity market, on a cost basis, under the following guidelines:

- (a) Investments shall consist of Member Union contributions rather than conversion from the Fixed Income pool.

- (b) Investment of the EP portfolio must be managed so as not to expose the portfolio to undue risk of loss or impairment while maintaining the purchasing power of the capital.
- (c) The portfolio is to be constructed so as to maximize return consistent with a conservative, low-risk profile portfolio.
- (d) Within the policy guidelines, the fund manager (the "Manager") may exercise full investment discretion. Professional standards of care and judgment shall be exercised in all investment decisions. The Manager will abide by the Code of Ethics and Standards of Professional Conduct of the Chartered Financial Analyst (CFA) Institute.
- (e) The Manager shall not engage in short sales or in the purchase of securities on margin. In addition, the Manager shall not purchase or sell derivatives, such as options or futures contracts.
- (f) All voting rights acquired through the ownership of securities will be the responsibility of the Manager. The Manager will exercise voting rights with the intent of fulfilling the investment policies and objectives of the Defence Fund. The Manager is expected to act in good faith and to exercise the voting rights in a prudent manner that will maximize returns to the Defence Fund and act against any proposal which will increase the risk level or reduce the investment value of the relevant security. The Manager will maintain a voting record which will be available for review to Member Unions upon request to the Secretary.
- (g) Securities must be invested in common or preferred shares, publicly traded on recognized stock exchanges upon which market prices are readily available.
- (h) At the time of purchase not more than 15% of the total equities at market value shall be invested in the common stock, preferred shares or other equity issues of any single corporation.
- (i) No portion of the total EP will be invested in small capitalization stocks, currently defined as those with market capitalization (including closely held shares) of less than C\$500 million.
- (j) Eligible investments of the EP also include pooled or mutual funds or exchange-traded funds (ETFs) limited to those invested in the above categories.
- (k) The Manager will ensure an appropriate diversification within each asset class.

4.11 Activity Reporting

- (a) Trade confirmations and monthly activity statements will be provided by the Manager to the CAUT on behalf of the Defence Fund.
- (b) The Manager/CAUT on behalf of the Defence Fund, will provide on a quarterly basis, a comprehensive investment summary outlining current portfolio positions, income generated by the portfolio, fees and expenses paid and investment performance (both before and after fees) compared to the relevant benchmarks to the investment committee, and the Defence Fund Officers.
- (c) Annually, the Manager will provide a Compliance Report to the Investment Committee, and the Defence Fund Officers.

- (d) The Manager will make a formal presentation (in person or by teleconference) to the Investment Committee at least annually to review the portfolio's performance and to update the investment strategy for the coming year.

4.12 Conflict of Interest

All parties subject to this Investment Guideline (Section 4 of the Standing rules) must disclose any direct or indirect association or material interest or involvement in aspects related to their role with regard to the Defence Fund (fixed income pool or equity pool) that would result in any potential, actual or perceived conflict of interest. A conflict of interest arises when one of the parties governed by the standing rule receives a direct or indirect benefit on account of any transaction made on behalf of the Fund or benefit from any actual or proposed contracts with the issuer of any securities which are or will be included in the portfolio. The best interest of the Fund is the primary consideration in resolving all such conflicts. Any disclosure of interest under this section shall be recorded in the minutes of the meeting of the Board of Directors.

5. Banking

5.1 The President, Treasurer, Secretary, CAUT Executive Director, CAUT Director of Operations and the CAUT Financial Officer will have signing authority on cheques. Two signatures shall be required on all cheques, with at least one of the signatures being from the President, Treasurer or Secretary. A motion to this effect shall be passed at each Annual Meeting of the directors.

5.2 The Defence Fund shall use TD Canada Trust for banking services.

6. Good financial standing and eligibility for benefits

6.1 Good financial standing as used in section 5 of the By-Law means that a union has paid its dues within 90 days of the due date. Interest shall be charged on amounts greater than 90 days in arrears at a rate of the Bank of Canada Overnight Money Market Financing Rate plus 1% as of the 90th day following the due date, during the period that the payment is in arrears.

6.2 Pursuant to section 5.2 of the By-Law, the Residual Eligibility (RE) for Strike Benefits (Standing Rules and Regulations 7.2) and Other Benefits (Standing Rules and Regulations 7.3) of a Member Union which is not in good financial standing with the Defence Fund, or a former Member Union which has withdrawn from the Defence Fund shall be calculated as follows:

Let:

F = Total fees paid by Member Union

T = Total fees paid by all Member Unions

X = F/T

Y = X times (total interest income of the Defence Fund)

Z = X times (total expenses of the Defence Fund expenses)

Then: $RE = F + Y - Z$

- 6.3** Where the Residual Eligibility (RE) is not exhausted by payment of Strike Benefits or Other Benefits under Standing Rule and Regulations 6.2, the new RE shall be calculated using Reduced Total Fees (RTF) as follows:

Let:

W = Strike Benefits and/or Other Benefits paid

C = W/RE (essentially the fraction of benefit eligibility consumed after receiving some benefit, W; 1-C is the fraction left)

Then: $RTF = F \text{ times } (1-C)$
 $\text{New RE} = RTF + Y - Z$

For any subsequent calculation of RE use RTF instead of F.

- 6.4** When the residual eligibility is exhausted, the right to benefits is exhausted.

7. Benefits

- 7.1** The provisions of Standing Rules and Regulations 7, referring to strikes, shall apply mutatis mutandis to lockouts.

- 7.1.1** Should a meeting of Directors called to consider a request for a benefit not meet quorum, a majority of the Officers may agree to approve the request for a period of 14 days until another Directors' meeting is reconvened. This does not apply to benefits sought under sections 7.2.4, 7.2.5, 7.3.1 and 7.3.2.

7.2 Strike benefits

Strike Benefits are those provided for in section 4 of the By-Law, and include the following:

7.2.1 Daily Benefit

- (a) The Daily Benefit is an amount paid to a Member Union engaged in a strike for the primary purpose of providing strike pay to its members.
- (b) The Daily Benefit is paid to the Member Union as of the fourth (4th) day after the beginning of loss of pay.
- (c) Effective November 2, 2022, the amount of the Daily Benefit provided for in section 4.1 Strike Benefits of the By-Law shall be \$96.00 per calendar day times the number of dues-paying persons in the striking bargaining unit(s). The amount of the Daily Benefit shall be determined from time-to-time by the Board of Directors.
- (d) The Daily Benefit will be paid in the form of grants to Member Unions which have been members for six months or more. The Daily Benefit will normally be paid in

the form of loans to Member Unions which have been members for less than six months. Eligibility for a loan shall commence immediately upon joining the Defence Fund. The decision to provide any such loans or grants shall be made by the Board of Directors.

- (e) Daily Benefits paid to a Member Union in the form of a loan will be repaid over a period of up to one year, with an initial interest-free period of six months following the end of the strike. After six months, interest will be charged at the Bank of Canada Overnight Money Market Financing Rate plus 1% as of the last day of the six-month period following the end of the strike. It is expected that every effort will be made to repay any unused portion of the loan within 30 calendar days of the conclusion of a strike or lockout.
- (f) A Member Union is required to give the Board of Directors reasonable notice of its intention to strike.
- (g) A Member Union is eligible for a Daily Benefit for those of its members who lawfully show solidarity with members of another union by refusing to cross a picket line to get to their work and as consequence lose pay.

7.2.2 Strike Support Loan

- (a) A Member Union facing a strike shall be eligible for Strike Support Loans. These funds are intended to cover extraordinary expenses incurred by the Member Union in preparation for or during a strike. The decision to provide a Strike Support Loan shall be made by the Board of Directors.
- (b) Requests for draws on a Strike Support Loan shall be made to the Secretary pursuant to Section 11.2(c) of the By-Law, limited to \$200,000 before or at the commencement of the strike, and a maximum payment of \$200,000 at the end of each one-week period during the strike. A Member Union may request expedited payment of the first instalment.
- (c) Normally, disbursements paid against a Strike Support Loan will be repaid over a period of up to one year, with an initial interest-free period of six months following the end of the strike. After six months, interest will be charged at the Bank of Canada Overnight Money Market Financing Rate plus 1% as of the last day of the six-month period following the end of the strike. Any unused portion of the loan shall be repaid within 30 calendar days of the conclusion of a strike or lockout.

7.2.3 Group Insured Benefit Loan

- (a) A Member Union intending to strike shall be eligible for a Group Insured Benefit Loan in an amount sufficient to pay premiums for group benefits during a strike. The decision to provide a Group Insured Benefit Loan shall be made by the Board of Directors.
 - (b) Requests for draws on the Group Insured Benefit Loan shall be made to the Secretary pursuant to Section 11.2(c) of the By-Law.
 - (c) Normally disbursements paid against a Group Insured Benefit Loan will be repaid over a period of up to one year, with an initial interest-free period of six months following the end of the strike. After six months, interest will be charged at the
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Bank of Canada Overnight Money Market Financing Rate plus 1% as of the last day of the six-month period following the end of the strike. Any unused portion of the loan shall be repaid within 30 calendar days of the conclusion of a strike or lockout.

7.2.4 Strike Mediation and Arbitration Benefit

- (a) A Member Union that engages in mediation or arbitration to settle a strike, shall be eligible for financial assistance toward costs incurred. The decision to provide a Strike Mediation and Arbitration Benefit shall be made by the Board of Directors.
- (b) Eligible expenses for mediation and/or arbitration are reasonable and necessary costs directly related to the mediation and/or arbitration, and include legal fees; mediator's/arbitrator's fees and expenses; venue expenses; travel, parking, accommodation, food, non-alcoholic beverage, and dependent care expenses; phone/fax/internet/copying expenses during the mediation and/or arbitration; and other analogous reasonable and necessary costs directly related to the mediation and/or arbitration, as determined by the Defence Fund President, Treasurer, and Secretary, with appeal to the Board of Directors in case of disagreement. Applications must be received within 12 months of the conclusion of the mediation or arbitration.
- (c) Provided a Member Union pays the first \$5,000 of such costs incurred, the Fund may reimburse the Member Union for further costs incurred, up to a maximum of \$50,000 in the aggregate per collective bargaining round. The Member Union shall pay any additional costs incurred over \$55,000. Reimbursement shall be made upon receipt by the Secretary of an itemized list of allowable expenses accompanied by receipts.
- (d) Strike Mediation and Arbitration Benefits shall be paid in the form of grants to Member Unions which have been members for six months or more. Members Unions which have been members for less than six months may apply for a Strike Mediation and Arbitration Benefit as a loan to assist it with strike-related mediation and/or arbitration expenses as defined in Standing Rule and Regulations 7.2.4 (a).
- (e) Strike Mediation and Arbitration Benefits paid to a Member Union in the form of a loan will be repaid over a period of up to one year, with an initial interest-free period of six months following the end of the strike. After six months, interest will be charged at the Bank of Canada Overnight Money Market Financing Rate plus 1% as of the last day of the six-month period following the end of the strike. It is expected that every effort will be made to repay any unused portion of the loan within 30 calendar days of the conclusion of a strike or lockout.
- (f) Standing Rule and Regulation 7.2.4 shall be reviewed every three years, beginning in 2012.

7.2.5 Other Assistance

- (a) The Board of Directors may authorize the payment of additional funds to aid a Member Union that is engaged in a strike.

7.2.6 Forced Unpaid Leaves

The Defence Fund will not provide Strike Benefits for forced unpaid leaves.

7.3 Other benefits

Other Benefits are those provided for in Section 4.2 of the By-Law, and include the following:

7.3.1 Mediation and Arbitration Benefit

- (a) A Member Union which incurs costs of mediation and/or arbitration in settlement of contract negotiations in situations where a Member Union has legal bargaining rights and where a collective agreement, or a reopener provision within a collective agreement, is being negotiated or renegotiated, shall be eligible for a Mediation and Arbitration Benefit. The decision to provide a Mediation and Arbitration Benefit shall be made by the Board of Directors.
- (b) Eligible expenses are reasonable and necessary costs directly related to the dispute and include legal fees, fees, venue expenses, travel, parking, accommodation, food, non-alcoholic beverages, and dependent care expenses, phone/fax/internet/copying expenses, and other analogous reasonable and necessary costs directly related to the dispute, as determined by the Defence Fund President, Treasurer, and Secretary, with appeal to the Board of Directors in case of disagreement. Reimbursement claims must be received within 12 months of the conclusion of the dispute. Reimbursement shall be made upon receipt by the Secretary of an itemized list of allowable expenses accompanied by receipts.
- (c) Provided a Member Union pays the first \$5,000 of such costs incurred, the Defence Fund may reimburse the Member Union for further costs incurred, up to a maximum of \$50,000 in the aggregate per collective bargaining round. The Member Union shall pay any additional costs incurred over \$55,000. Reimbursement shall be made upon receipt by the Secretary of an itemized list of allowable expenses accompanied by receipts.
- (d) Mediation and Arbitration Benefits shall be paid in the form of grants to Member Unions which have been members for six months or more at the commencement of the mediation or arbitration. Members Unions which have been members for less than six months may apply for a Mediation and Arbitration Benefit as a loan to assist it with mediation and/or arbitration expenses as defined in Standing Rule and Regulations 7.3.1 (a).
- (e) Mediation and Arbitration Benefits paid to a Member Union in the form of a loan will be repaid over a period of up to one year, with an initial interest-free period of six months following the payment of the benefit. After six months, interest will be charged at the Bank of Canada Overnight Money Market Financing Rate plus 1% as of the last day of the six-month period following the end of the strike. It is expected that every effort will be made to repay any unused portion of the loan within 30 calendar days of the conclusion of a strike or lockout.
- (f) Standing Rule and Regulation 7.3.1 shall be reviewed every three years, beginning in 2012.

7.3.2 Bargaining Rights Defence Benefit

- (a) A Bargaining Rights Defence Benefit may be provided to Member Unions which incur costs to defend bargaining rights, such as prosecuting employer actions alleged to be unfair labour practices that might lead to strikes or failure to bargain in good faith, in support of applications for legal remedies against certain types of employer action that might otherwise lead to strikes in situations where that Member Union has legal bargaining rights and where a collective agreement is being negotiated or renegotiated, and in legal defence against legislative actions to remove or restrict collective bargaining and/or strike rights. The decision to provide a Bargaining Rights Defence Benefit shall be made by the Board of Directors.
- (b) Eligible expenses are reasonable and necessary costs directly related to the dispute and include legal fees, fees, venue expenses, travel, parking, accommodation, food, non-alcoholic beverages, and dependent care expenses, phone/fax/internet/copying expenses, and other analogous reasonable and necessary costs directly related to the dispute, as determined by the Defence Fund President, Treasurer, and Secretary, with appeal to the Board of Directors in case of disagreement. Reimbursement claims must be received within 12 months of the conclusion of the dispute. Reimbursement shall be made upon receipt by the Secretary of an itemized list of allowable expenses accompanied by receipts.
- (c) Applications for a Bargaining Rights Defence Benefit shall normally be made before incurring the relevant expenses and should be accompanied by details of the dispute, including steps already taken to negotiate or arbitrate a solution, and the purpose and anticipated amount of the planned expenditure.
- (d) The value of the benefit shall be determined by the Board of Directors.
- (e) Bargaining Rights Defence Benefits shall be paid in the form of grants to Member Unions which have been members for six months or more. Members Unions which have been members for less than six months may apply for a Bargaining Rights Defence Benefit as a loan to assist them with legal actions related to bargaining rights as defined in Standing Rule and Regulation 7.3.2 and subject to the same provisions.
- (f) Bargaining Rights Defence Benefits paid to a Member Union in the form of a loan will be repaid over a period of up to one year, with an initial interest-free period of six months following the end of the strike. After six months, interest will be charged at the Bank of Canada Overnight Money Market Financing Rate plus 1% as of the last day of the six-month period following the end of the strike. It is expected that every effort will be made to repay any unused portion of the loan within 30 calendar days of the conclusion of a strike or lockout.

7.3.3 Solidarity Daily Benefit

- (a) A Member Union is eligible for a Solidarity Daily Benefit for those of its members who lawfully show solidarity with members of another union by refusing to cross a picket line when those individuals would otherwise be required to cross the picket line to get to their work and as a consequence lose pay.
 - (b) The Solidarity Daily Benefit is an amount paid to Member Unions as of the fourth (4th) day after the beginning of loss of pay.
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- (c) The Solidarity Daily Benefit shall be \$88.00 per calendar day times the number of dues-paying persons in the striking bargaining unit(s) who lawfully refuse to cross a picket line when those individuals would otherwise be required to cross a picket line to get to their work and as a consequence lose pay. The amount of the Solidarity Daily Benefit shall be determined from time-to-time by the Board of Directors.
- (d) The Solidarity Daily Benefit will be paid in the form of grants to Member Unions which have been members for six months or more.
- (e) The Solidarity Daily Benefit will normally be paid in the form of loans to Member Unionsmember unions which have been members for less than six months. Eligibility for a loan shall commence immediately upon joining the Defence Fund. The decision to provide any such loans or grants shall be made by the Board of Directors.
- (f) Solidarity Daily Benefits paid to a Member Union in the form of a loan will be repaid over a period of up to one year, with an initial interest-free period of six months following the end of the strike. After six months, interest will be charged at the Bank of Canada Overnight Money Market Financing Rate plus 1% as of the last day of the six-month period following the end of the strike. It is expected that every effort will be made to repay any unused portion of the loan within 30 calendar days of the conclusion of a strike or lockout.
- (g) Member Union is required to give the Board of Directors reasonable notice that some of its members may lawfully show solidarity with a striking union on campus whereby its members may refuse to cross the picket line to attend work.

7.4 Strike Support Actions

- 7.4.1** The Defence Fund may make funds available for actions such as sending visitors from Member Unions to demonstrate in support of a Member Union engaged in a strike, or other actions that may help lead to the end of the strike.
- 7.4.2** The decision to fund Strike Support Actions shall be made by the Board of Directors.
- 7.4.3** The president or designate, who must be a Director, shall be responsible for strike support co-ordination and shall ensure that both participants and the striking union are aware of the provisions of Standing Rule and Regulation 7.4.5.
- 7.4.4** The President or designate, who must be a Director, will organize visits by up to 10 Directors whose travel requires air transportation and for all Directors whose travel is by other modes (for a journey of up to three hours) for each visit. The President has the discretion to authorize up to five additional visits by air transportation. Directors unable to attend any such visit should attempt to recruit individuals from their Member Union to participate. Participants will be reimbursed for reasonable expenses subject to Standing Rule and Regulation 8.3.

In consultation with the local Member Union engaged in the strike or lockout, visits will be scheduled, normally on Fridays, for the duration of the strike.

7.4.5 Participants are representatives of the Defence Fund for the entire time of the visit. Participants are under the authority of the striking union, its strike protocol, and its picket line captains. Criticism of the striking union is always inappropriate. Any communication with the media is permitted only at the direction of the president or strike co-ordinator of the striking union. Participants are expected to remain on duty until the day's support has ended.

7.5 When a Member Union is facing a probable strike or lockout, the President shall offer to attend and address a general meeting of that Member Union. If the President cannot attend such meeting as it is scheduled, the President may designate another Director.

Rotating Strike Daily Benefit Three Day Threshold (TDT)

7.6 Member Unions who engage in partial and rotating strikes that includes strikes that are less than a full day (e.g.: half-day walk outs) and involve less than the full membership, are eligible for Daily Benefits when the number of days lost reaches the "Three Day Threshold" (TDT).

The TDT is reached when the total number of individual member strike days (FTE) equals the number of days lost if the entire membership went on strike for three full days.

The TDT is calculated by multiplying the number of members reported by the Union to the DR by 3 as follows:

Total DF reported members: ____x3 days = ____ (TDT)

Rotating Strike Worksheet

Member Unions that engage in rotating strikes are to accurately complete the Rotating Strike Worksheet (SRR Appendix 2) to calculate the number of FTE person days lost on that particular day, as well as the accumulated total.

Unions engaged in rotating strike action will fax or email an electronically scanned copy of the Rotating Strike Worksheet to the Secretary at the end of each week of partial or rotating job actions. Upon receipt, the Secretary will advise the Union of their eligibility status for benefits (e.g.: if they have reached or passed their TDT, how close they are to their TDT if they have not passed it yet, and the amount of the Daily Benefit they will be receiving, if any).

Notice

Any plans to use a rotating strike strategy needs to be included in the information provided when Member Unions "give the Board of Directors reasonable notice of its intention to strike" as per SRR 7.2.1.g.

8. Expenses

- 8.1** The following expenses may be billed to the Secretary of the Defence Fund and will be reimbursed from the Defence Fund in accordance with Standing Rule and Regulation 8.3, and will be vetted as necessary by the President and Treasurer.
- expenses incurred by officers and other members of the Board of Directors while engaged in official business consistent with the purposes of the Defence Fund (SRR 1)
 - expenses of other individuals who are invited by the President to participate at any meeting of the Board of Directors
 - expenses of those individuals requested to act on behalf of the Board of Directors in any matter related to the Defence Fund
- 8.2** The Treasurer shall prepare itemized reports on expenses incurred for all meetings of the Defence Fund and for strike support visits, and all other official travel.

8.3 Allowable expenses

The allowable expenses include:

8.3.1 Hotel Costs

Each Director will pay his or her own individual hotel bills. The Defence Fund will obtain the best rates possible, but will not pay the hotel directly. The Defence Fund will pay against completed expense account claims. For the Annual Meeting, when the Fund has negotiated a rate with the host hotel, the Fund will reimburse Directors only up to that negotiated amount. In lieu of commercial accommodations, Directors may claim a room allowance at half the applicable meeting rate.

8.3.2 Transportation

Directors shall arrange their transportation through the CAUT travel agent. Any exceptions must be pre-approved by the President or Secretary of the Defence Fund. When possible, travel should be booked a minimum of 30 days in advance to obtain the lowest appropriate fare. Air travel booked less than 30 days in advance requires pre-approval by the President or the Secretary.

8.3.3 Taxis and Car Allowances

Airport shuttles should be used whenever possible. If taxis are used, some attempt should be made at sharing. Persons using their own cars are entitled to claim a per kilometre rate that is the same as on the CAUT committee expense claim form, up to a reasonable expense.

8.3.4 Meals

Expenses for meal and incidentals shall be reimbursed at the same rate as on the CAUT committee expense claim form. However, if one or more of the meals are provided by the Defence Fund, deduct the cost as per the specified rates for those meals from the total allowance. Similarly, when travelling on Defence Fund business for only part of a day, the total allowance should again be reduced accordingly.

8.3.5 Dependent Care

Directors whose dependents (children, the elderly, disabled, or other dependent individuals) rely upon them for care shall be reimbursed reasonable costs

associated with providing alternate care, where the need for care arises from a Director's attendance at meetings of the Defence Fund or its actions or committees.

- 8.4** Only one expense voucher should be submitted for each trip on Defence Fund business, which should detail all allowable expenses, including hotel, meal and travel expenses. In appropriate cases, the secretary may be able to arrange "travel advances" or expedited payment.
- 8.5** Unbudgeted expenditures over \$1,000 but less than \$5,000 require the prior approval of three Officers. Unbudgeted expenditures over \$5,000 require the pre-approval of the Board of Directors.

9. Release Time

- 9.1** The Defence Fund shall offer to pay the home institution of the President of the Defence Fund an amount sufficient to secure release time for the President equivalent to two one term courses annually or, if the President so desires, a monetary amount equivalent to one unit amount as defined by the CAUT Release Time Policy. This benefit shall be administered in a manner consistent with Clauses 4.2 to 4.3 in the CAUT Release Time Policy.

10. Donations and Awards

- 10.1** Donations may be made from time to time in the name of the Board of Directors of the CAUT Defence Fund to honour the memory of a serving or recent member of the Board of Directors or equivalent purpose. Such donations will be reported in the financial statements and must be approved by the Chairperson of the Board, the Treasurer, and the President.

10.2 The Tom Booth Solidarity Award

The Tom Booth Solidarity Award recognizes a long term and ongoing commitment to solidarity by the recipient. This commitment is demonstrated by participation in Flying pickets over multiple years, and /or participation in the CAUT DF standing committees over multiple years and/or participation in leadership roles in the fund over multiple years. The recipient shall be recognised as a champion for the process of solidarity and collective action. The award is not required to be given each year. Member Unions may nominate members from their own union or other Member Unions during the nomination process in the summer. A maximum of one recipient per year shall be selected from nominations received by the President, Treasurer and Chair by a simple majority. The recipient shall be announced at the AGM. Current officers are not eligible for the award. The Award is accompanied by a \$500 donation to the Canadian registered charity selected by the recipient.

11.1

11.2 Annual meeting

- 11.3** Former Member Unions shall be invited to send an observer, at their own expense, to the Annual Meeting of Member Unions and to the Annual Meeting of the Board of Directors that coincides with the Annual General Meeting of members.

Written reports on local bargaining from each Member Union shall be made available to Directors in advance of the Annual Meeting.

The President shall arrange for an orientation session immediately preceding the Annual Meeting.

The Annual Meeting shall be held in unionized hotels normally in the cities of Toronto, Montreal or Ottawa. The President shall determine the meeting location well in advance.

The Annual Meeting of the Defence Fund Member Unions and Board of Directors (normally occurring in October) shall be scheduled for a single day.

11.4

12. Communications

11.5

Website

The Defence Fund shall maintain a website for the purpose of providing information on the CAUT Defence Fund that would be pertinent to Member Unions, Directors and any other interested parties. The President of the Defence Fund shall ensure that all information

12.1 provided on the website is updated as expeditiously as possible.

Electronic Mailing List

12.2 The Defence Fund shall maintain a moderated electronic mailing list (listserv) for Directors and CAUT staff. The moderator shall be the President of the Defence Fund with the Defence Fund Chair acting as alternate.

The moderator shall ensure that each posting to the list:

- Comes from a Director or CAUT staff person
- Is relevant to the business of the Defence Fund
- Does not contain information that is potentially sensitive

In case a posting contravenes one of these conditions, the moderator will contact the sender and they will jointly consider revisions to the posting. If no agreement on a revision can be reached, the moderator shall decide if the posting can be made.

13. Anti-harassment and Non-discrimination

13.1 The CAUT Defence Fund is committed to ensuring that all Defence Fund events (virtual and/or in-person) and interpersonal and electronic communications are free of harassment and discrimination.

13.2 Neither harassment nor discrimination will be tolerated at any Defence Fund event (telephonic, virtual and/or in-person), nor Defence-Fund related interpersonal or electronic communications. Committee and working group meetings are considered Defence Fund events.

13.2.1 Harassment is defined as a course of vexatious comments or conduct against someone that is known or ought reasonably to be known to be unwelcome. It includes harassment on the prohibited grounds identified under the Canadian Human Rights Act and sexual harassment. Where a comment or conduct is sufficiently serious, a single instance may be sufficient to make out harassment.

13.2.2 Discrimination is defined as differential treatment that has the effect of imposing a burden, obligation or disadvantage not imposed upon others or of withholding or limiting access to opportunities, benefits and advantages available to others, because of a person's race, ethnicity, country of origin, religion, creed, disability, age, sex, sexual orientation, gender identity or gender expression.

13.3 The “CAUT Defence Fund Anti-Harassment and Non-Discrimination Policy and Procedure” in Appendix 1 of the Standing Rules and Regulations shall be provided and applied at Defence Fund meetings and activities. The policy may be provided by ensuring an electronic version is accessible to participants.

Appendix 1: CAUT Defence Fund Anti-harassment and Non-Discrimination Procedure Purpose

1. The CAUT Defence Fund is committed to ensuring that all Defence Fund events (virtual and/or in-person) and Defence Fund-related interpersonal and electronic communications are free of harassment and discrimination. Harassing or discriminatory behaviour undermines an individual’s right to participate fully and equally in the work of the Defence Fund and undermines the purposes and goals of the Defence Fund.
2. Neither discrimination nor harassment will be tolerated at any Defence Fund event (virtual and/or in-person) or Defence Fund-related interpersonal and/or electronic communications.

Application

3. This policy applies to all directors, participants, elected officials, employees, and volunteers.
4. This policy is applicable at any Defence Fund event (virtual or in-person) and in any Defence Fund-related interpersonal and/or electronic communication.

Definitions

5. Harassment is defined as a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome. It includes harassment on the prohibited grounds identified under the Canadian Human Rights Act and sexual harassment. Where a comment or conduct is sufficiently serious, a single instance may be sufficient to make out harassment.
6. Sexual harassment is defined as (a) engaging in a course of vexatious comment or conduct because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or (b) making a sexual solicitation or advance where the person making the solicitation or advance knows or ought reasonably to know that the solicitation or advance is unwelcome.
7. Discrimination is defined as differential treatment that has the effect of imposing a burden, obligation or disadvantage not imposed upon others or of withholding or limiting access to opportunities, benefits and advantages available to others, because of a person’s race, ethnicity, country of origin, religion, creed, disability, age, sex, sexual orientation, gender identity or gender expression.

Training

8. The President, the Chair and the Treasurer shall take training on harassment and discrimination in the first three months of their appointment, in the event they have not already undertaken equivalent training in the last two years.

Procedures

Preliminary

9. Where an individual believes they have been harassed or discriminated against, they should act immediately to:
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- a. Make clear to the person, if possible, that they do not welcome the behaviour. They can do so either verbally or in writing, on their own or with the assistance of another party. They should indicate that they will take further action if the behaviour continues.
 - b. If the behaviour persists or if they feel uncomfortable approaching the person, they should contact the President in writing. If the President is involved in the unwelcome behaviour, then the Chair should be contacted.
10. An investigation will be conducted if a complaint of harassment or discrimination is filed under this policy or if the President, Chair, Treasurer or Secretary otherwise become aware of potential harassment or discrimination and reports the concern.
 11. Where an allegation involves the President, the matter will be investigated by the Chair.
 12. Where a complaint is received, the President (or Chair) will confirm receipt of the complaint.
 13. At the earliest opportunity, the President (or Chair) will determine the appropriate policy, procedure, or agreement under which an investigation should be conducted, and redirect the complaint if it would be appropriately investigated under the CAUT "Harassment Complaint and Investigation Procedures" contained in the Collective Agreement between CAUT and COPE Local 225.

Mediation

14. If the complaint is not redirected, the President (or Chair) will ask the parties if they wish to engage in mediation conducted by the President (or Chair) or a qualified, independent third party. If both parties agree, the President (or Chair) will arrange for mediation to be conducted as soon as reasonably possible.
15. If at any point in the process the parties agree that they wish to engage in mediation, the President (or Chair) will arrange for mediation to be conducted as soon as reasonably possible by the President (or Chair) a qualified, independent third party.

Harassment involving CAUT employees

16. Where an allegation involves a CAUT employee who is a bargaining unit member of COPE Local 225 ("bargaining unit employee"), the "Harassment Complaint and Investigation Procedures" contained in the Collective Agreement between CAUT and COPE Local 225 will be followed.
17. Where an allegation involves a CAUT employee who is not a bargaining unit member, the complainant may use either CAUT's internal "Anti-Harassment Policy" or the "CAUT Defence Fund Anti-Harassment and Non-Discrimination Procedure".
18. If a CAUT employee requires assistance, they may contact their union representative, the Joint Health and Safety Committee, Human Resources or their manager.

Harassment involving contractors

19. Where an allegation involves allegations against contract and service personnel working with or for the Defence Fund, the matter will be investigated by the President (or Chair), and if the allegations are substantiated, the President (or Chair) will impose a corrective action to the Officers of the Defence Fund, up to and including termination of the contract.

Investigation

20. If mediation is not desired and/or is not successful, the President (or Chair) will conduct a preliminary inquiry to determine whether harassment or discrimination could be made out based on the facts as alleged.
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21. Where the President (or Chair) determines that harassment could not be substantiated on the facts as they are alleged, the matter will be closed, and the Complainant and Respondent advised of this determination in writing. The Defence Fund will retain a copy of the complaint, findings, and related correspondence for two years, but will otherwise maintain confidentiality.
22. Where harassment or discrimination could be substantiated on the facts as alleged, the President (or Chair) will continue their investigation, acquiring such evidence from the Complainant, Respondent, or witnesses as is needed to fairly assess the merits of the allegations. All parties will be made aware of the allegations and evidence against them and have a fair opportunity to respond. Where the President (or Chair) considers the matter particularly complex, the President (or Chair) may have a qualified, independent third party lead the investigation and make recommendations to the President (or Chair).
23. The investigation of each incident will be handled confidentially and expeditiously.
24. The investigator will produce a report at the conclusion of the investigation setting out allegations, response, a summary of the evidence gathered, and findings. If the allegations are substantiated, the report shall include recommendations on appropriate remedial action. The report will be made available to the parties, the President (or Chair) and the Defence Fund Officers but will otherwise be confidential. The Defence Fund will retain a copy of the complaint, findings, and related correspondence for two years.

Representation

25. Complainants and respondents are entitled to have a support person assist them during the investigation.

Remedies

26. Decisions as to what, if any, remedy to apply will be made by the President, Chair and Treasurer.
Where a complaint has been substantiated, any or all of the following remedies may be imposed:
 - a. Where the Respondent is a contractor, such remedies as are permitted under the contract or by the law, up to and including training, an apology or termination of the contract.
 - b. Where the Respondent is an elected official, director, or other volunteer:
 - (i) a direction to apologize;
 - (ii) a reprimand;
 - (iii) training;
 - (iv) restorative mediation;
 - (v) a separation of the Complainant and Respondent;
 - (vi) an order that the Respondent not participate in a given meeting;
 - (vii) an order that the Respondent not participate in any Defence Fund committees for a period not exceeding five years;
 - (viii) a request to a Director's Member Union to replace the Director forthwith; and
 - (ix) other remedies as may be appropriate in the circumstances.
 27. Multiple remedies may be applied as an outcome to a single complaint.
 28. Additional action may be pursued as permitted under the Defence Fund By-laws.
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29. Nothing in this policy is intended to contravene employee rights under their Collective Agreement or the relevant human rights, employment, labour or health and safety legislation.
30. Vexatious claims of harassment and/or discrimination are themselves infractions of this policy.

Resolution

31. At the conclusion of this process, the Complainant will be advised in writing of the general outcome of the proceedings, and any remedies that may include them.
32. At the conclusion of this process, the Respondent will be advised in writing of the outcome of the proceedings, and any remedies that may include them.
33. The Defence Fund will retain a copy of the complaint, findings, related correspondence, the report, the final determinations on remedy and, where applicable, proof of compliance with the remedies imposed for two years. All materials will be kept confidential, unless otherwise required by law. However, should another complaint be made against the same Respondent within two years, the previous report may be considered in relation to penalty.

Appeal

34. Either party may appeal the decision to an ad hoc committee by writing to the President or Chair their intention to appeal.
35. The ad hoc committee members will include one director chosen by the respondent, one chosen by the complainant and chaired by one chosen by the President (or Chair). If the complainant opts not to choose a member, the Secretary will choose a member.
36. Appeals must be filed within 30 days of receipt of decision and include submissions as to why the decision is inappropriate.
37. The other party will have 20 days to respond to the appeal submissions in writing, prior to the hearing.
38. Within 60 days of receiving an appeal, a hearing will be convened. At the hearing,
 - a. The Respondent will have ten minutes to provide their oral submissions.
 - b. The Complainant will have ten minutes to provide their oral submissions.
 - c. If the Complainant provides submissions, the Respondent will have two minutes to reply.
 - d. The ad hoc committee may ask questions of either party throughout the hearing.
 - e. The ad hoc committee will vote (by simple majority) to:
 - i. uphold or reject the finding of harassment and/or discrimination, and
 - ii. to uphold or reject each remedy issued.

Reasonable extensions will be considered.

The Ad Hoc committee must make a decision within ten days of hearing the Appeal.

14. Agreement with CAUT

Expenses incurred by CAUT on behalf of the Defence Fund shall be reimbursed to CAUT in accordance with the agreement in force between the Defence Fund and CAUT.

Approved by the Board of Directors (October 2023)

14.1

15. Appendices**Appendix 1: Anti-harassment and Non-discrimination Procedure**

- 1.** The CAUT Defence Fund is committed to ensuring that all Defence Fund events are free of harassment and discrimination. Harassing or discriminatory behaviour undermines an individual's right to participate fully and equally in the work of Defence Fund as well as undermines the purposes and goals of our organization.
 - 2.** Neither discrimination nor harassment will be tolerated at any Defence Fund event.
 - 2.1.** Harassment is any vexatious comment or conduct against someone that is known or ought reasonably to be known to be unwelcome. It includes harassment on the prohibited grounds identified under provincial human rights codes, as well as sexual, psychological and personal harassment.
 - 2.2.** Discrimination is the act of treating an individual or group differently, unfairly and usually to their detriment, because of their racial or ethnic origin, religion or belief, disability, age, sex, sexual orientation or other personal characteristics.
 - 3.** If you believe you are being harassed or discriminated against, act immediately to:
 - a. Make clear to the person, if possible, that you do not welcome the behaviour. You can do so either on your own, verbally or in writing, or with the assistance of another party. Also, indicate that you will take further action if the behaviour continues.
 - b. If the behaviour persists or if you feel uncomfortable approaching the person, contact the following designated representative who will investigate the matter:

[name/s]
 - 4.** The investigation of each incident will be handled confidentially and expeditiously, with particular sensitivity for the complainant.
 - 5.** The resolution could include, but not be limited to, an apology, reprimand and possible expulsion. Additional action may be pursued in accordance with the Defence Fund By-law and legal channels.
 - 6.** Where a substantial remedy is involved, the Officers of Defence Fund shall make the final decision. A written report will be provided to all parties involved, and shall remain with Defence Fund.
 - 7.** Vexatious claims of harassment and/or discrimination are themselves infractions of this policy.
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Appendix 2: Rotating Strike Worksheet Form

For each day that any members lose pay as a result of a partial or rotating strike, please record the date, the number of members on strike online "a" and, in decimal form, the amount of time members were on strike on that day (e.g.: 0.5 for a half-day strike, 1.0 for a full-day strike, etc.). Calculate the number of FTE person days lost and record the amount on both "c" lines. Add line "c" amounts as they are entered to calculate the total # of FTE person days lost. Please be as accurate as possible.

Day 1 Date: _____

of members on strike _____(a) X _____(b) Time on strike
 = _____(c) **# of FTE person days lost**

Day 2 Date: _____

of members on strike _____(a) X _____(b) Time on strike
 = _____(c) # of FTE person days lost + _____(c)

Total # of FTE person days lost to date = _____(d)

Day 3 Date: _____

of members on strike _____(a) X _____(b) Time on strike
 = _____(c) # of FTE person days lost + _____(c)

Total # of FTE person days lost to date = _____(d)

Day 4 Date: _____

of members on strike _____(a) X _____(b) Time on strike
 = _____(c) # of FTE person days lost + _____(c)

Total # of FTE person days lost to date = _____(d)

Day 5 Date: _____

of members on strike _____(a) X _____(b) Time on strike
 = _____(c) # of FTE person days lost + _____(c)

Total # of FTE person days lost to date = _____(d)

Day 6 Date: _____

of members on strike _____(a) X _____(b) Time on strike
 = _____(c) # of FTE person days lost + _____(c)

Total # of FTE person days lost to date = _____(d)

Day 7 Date: _____

of members on strike _____(a) X _____(b) Time on strike
= _____(c) # of FTE person days lost + _____(c)

Total # of FTE person days lost to date = _____(d)

Day 8 Date: _____

of members on strike _____(a) X _____(b) Time on strike
= _____(c) # of FTE person days lost + _____(c)

Total # of FTE person days lost to date = _____(d)

Day 9 Date: _____

of members on strike _____(a) X _____(b) Time on strike
= _____(c) # of FTE person days lost + _____(c)

Total # of FTE person days lost to date = _____(d)

Day 10 Date: _____

of members on strike _____(a) X _____(b) Time on strike
= _____(c) # of FTE person days lost + _____(c)

Total # of FTE person days lost to date = _____(d)

Day 11 Date: _____

of members on strike _____(a) X _____(b) Time on strike
= _____(c) # of FTE person days lost + _____(c)

Total # of FTE person days lost to date = _____(d)

Day 12 Date: _____

of members on strike _____(a) X _____(b) Time on strike
= _____(c) # of FTE person days lost + _____(c)

Total # of FTE person days lost to date = _____(d)
