



# Teamsters Canada Rail Conference

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General Committees of Adjustment  
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Dave Able  
General Chairman  
Locomotive Engineers

Dave Olson  
General Chairman  
Conductors, Trainmen & Yardmen

April 14, 2009

Local Chairmen  
LE West - CTY West

Dear Sisters and Brothers,

Please find the enclosed letter from President Shewchuk regarding entering into a strike fund with Teamsters Canada. We are sending this out to you to stimulate talk amongst the General Committees to see if there is an interest in this proposal.

The letter is self explanatory, the only thing that we request is that you do not contact Teamsters Canada directly as it would be too time consuming for the Teamsters office. If there are any questions please send them to the office for forwarding.

We ask that you discuss this at your Division meetings to find out what the members think of this idea and we also encourage discussion between all the Local Chairs on this issue.

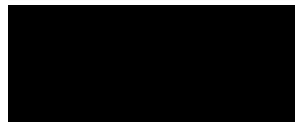
Thank you for your time and attention to this matter, we remain,

Fraternally yours,



Dave Able  
General Chairman - LE West

Fraternally yours,



Dave Olson  
General Chairman - CTY West



**TEAMSTERS CANADA RAIL CONFERENCE**  
**CONFÉRENCE FERROVIAIRE DE TEAMSTERS CANADA**

**D.J. Shewchuk**  
Président  
President

**Douglas Finson**  
Vice-Président  
Vice-President

**Jim Flegel**  
Secrétaire-Trésorier  
Secretary Treasurer

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February 12, 2009

All General Chairmen, Teamsters Canada Rail Conference  
All General Secretary Treasurers, Teamsters Canada Rail Conference

Dear Sisters and Brothers,

This is relative to concerns that have been raised by our members and subsequent discussions that occurred during our last Executive Board meeting, relative to our ability to enrol our members in the Teamsters Canada Strike Fund and provide them with some financial protection in the event of a legal strike or lockout.

Participation in the Strike Fund is available on a bargaining unit basis and each General Committee is responsible for enrolment, administration and general information about the strike fund. If you are interested, we ask that you contact Ms. Beverly Spackman, Financial Director of Teamsters Canada, to enrol members within your bargaining unit or for further information. Ms. Spackman's contact information is listed below:

Beverley Spackman  
Financial Director, Teamsters Canada  
2540 Daniel Johnson Blvd., Suite 804  
Laval, QC H7T 2S3  
Telephone: (450) 682-5521  
Fax: (450) 681-2244  
Email: [bspackman@teamsters-canada.org](mailto:bspackman@teamsters-canada.org)

Each General Committee Secretary Treasurer is responsible for the payment of the monthly premiums for each of their participating bargaining units and are governed by the terms and conditions associated with the Teamsters Canada Strike Fund.

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All General Chairmen, Teamsters Canada Rail Conference  
All General Secretary Treasurers, Teamsters Canada Rail Conference  
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For your information, we have attached the relevant sections of the Teamsters Canada Bylaws.

We urge each of you to give very serious consideration to this opportunity, particularly for our smaller bargaining units. As you know, the smaller bargaining units are more vulnerable during a labour dispute and participation in the Teamsters Canada Strike Fund will allay some of the stress associated with strike/lockout situations. We would also suggest that this information be presented through your General Committee offices as this is a great opportunity to provide a benefit to our members that has not been available in the past.

Your attention to this matter is appreciated.

Sincerely and In Solidarity,

A handwritten signature in black ink, appearing to read 'D. Shewchuk', with a stylized flourish at the end.

D.J. Shewchuk  
President

DJS/lr

cc : Mr. R. Bouvier, President, Teamsters Canada, Laval, Québec  
Ms. B. Spackman, Financial Director, Teamsters Canada, Laval, Québec  
TCRC Executive Board Members

## **ARTICLE VII**

### **TEAMSTERS CANADA STRIKE FUND ASSESSMENT**

#### **SECTION 1.**

The Executive Board of Teamsters Canada shall establish a Teamsters Canada Strike Fund for the exclusive purpose of providing out-of-work benefits to members of local unions affiliated with Teamsters Canada. This Fund shall be separate from other funds of Teamsters Canada and shall operate in place of any out-of-work benefit provisions and funding requirements of the International Constitution.

The Teamsters Canada Strike Fund shall be financed by an assessment on the members of every affiliated local union of two dollars (\$2.00) per member per month effective January 1, 1995. This assessment shall be paid to and receipted by the local unions pursuant to Article X, Section 5 of the International Constitution. Assessments are due and payable to Teamsters Canada, with payment for the current month to be forwarded in a separate amount from per capita tax not later than the twentieth (20th) day of the succeeding month.

The Teamsters Canada Strike Fund shall be held in Canada in a Canadian financial institution in the name of Teamsters Canada. The Strike Fund will be managed for the exclusive benefit of the Canadian membership, subject to authorization and control of the Executive Board of Teamsters Canada, which will have sole legal responsibility for the funds. Withdrawals from the Fund shall require the signatures of the President of Teamsters Canada and a regionally-elected International Vice President for Teamsters Canada designated by the Executive Board of Teamsters Canada.

### **APPROVAL OF EXECUTIVE BOARD**

#### **SECTION 2.**

Any Local Union going out upon strike without prior recognition thereof by the Executive Board of Teamsters Canada [or by the President or his authorized representative where less than two hundred (200) employees are involved] as being a strike properly subject to the payment of out-of-work benefits, under the provisions of

these By-Laws, may be denied financial benefits from Teamsters Canada provided for by these By-Laws.

## **OUT-OF-WORK BENEFITS**

### **SECTION 3 (a).**

Out-of-work benefits in strikes recognized as properly subject to the payment of out-of-work benefits or relief in cases of lockouts, etc., shall be paid to all members not in arrears for dues in excess of one (1) month and otherwise in good standing, who are members of a Local Union not more than one (1) month in arrears in per capita tax, at the rate of two hundred dollars (\$200.00), per week. Such out-of-work benefits will be payable at the end of the second (2nd) week of the strike or lockout; but in no case shall a fraction of a week's out-of-work benefits be allowed nor the first (1st) week of a strike or lockout be paid for; provided, that in the last week of a strike the first four (4) days or more of such strike shall be considered a week. A dues arrearage of not more than one (1) month, and current dues, shall be deducted from the first (1st) payment of benefits and fully credited to the member or members so in arrears so as to maintain such member or members in good standing and preserve his or their rights, if any, to financial benefits. All eligible members shall be entitled to the out-of-work benefits provided for herein for such a period of time as the Executive Board of Teamsters Canada shall determine.

### **SECTION 3 (b).**

A Local Union may adopt a Bylaw provision reducing the monthly dues of a member who is on strike for two (2) weeks or more during a calendar month. In no event may the dues be reduced below the minimum dues being paid to the Local Union.

## **REQUIREMENT FOR PAYMENT OF OUT-OF-WORK BENEFITS**

### **SECTION 4 (a).**

No Local Union shall receive benefits from Teamsters Canada unless the Local Union has been six (6) months in good standing; provided, that Local Unions chartered for a period of six (6) months or less prior to applying for benefits must have been in continuous good standing from the time of their chartering in order to be eligible for benefits. Benefits shall be paid to all other member employees of the primary employer at

all terminals or places of employment of the primary employer involved if such member employees shall have become unemployed as a direct result of a strike involving other Teamster member employees, which strike has been approved pursuant to Section 2, and benefits shall also be paid to member employees of an exclusive Contract Hauler employer if such member employees shall have become unemployed as a direct result of a strike involving other Teamster member employees of customers of the exclusive Contract Hauler; provided, the Executive Board of Teamsters Canada or the President was advised of the possibility that such member employees might become unemployed as a direct result of such a strike, and provided further, the Executive Board or the President shall have approved the payment of benefits to such member employees at the time of approving the request for benefits. The President may at his discretion disburse benefit payments through a representative designated by him.

**SECTION 4 (b).**

A Local Union more than one (1) month in arrears for per capita tax or any other obligation payable to Teamsters Canada, Joint Council, Local Union or any other subordinate body, shall not be entitled to benefits; and should a Local Union become three (3) months in arrears for per capita tax, or any other obligation as above set forth, it shall stand suspended and shall not be entitled to benefits for three (3) months after all arrears have been paid.

**SECTION 4 (c).**

No member of a Local Union on strike shall be entitled to weekly benefits unless he reports to the proper officers of the Local Union or Teamsters Canada as prescribed by the Executive Board, and no member who shall receive a week's work [three (3) days to be considered a week] shall receive benefits. Any member refusing to work for an employer considered fair, while on strike, shall be debarred from all benefits.

**SECTION 4 (d).**

Notwithstanding the provisions of these By-Laws, the Executive Board of Teamsters Canada [or the President if less than two hundred (200) employees are involved] may authorize the payment of out-of-work benefits in any case where it determines that such payment is in the best interest of Teamsters Canada.

**SECTION 4 (e).**

Notwithstanding the provisions of these By-Laws, out-of-work benefits may be paid to employees who have designated Teamsters Canada or a subordinate body as their collective bargaining agent in connection with organizing campaigns, even though the employees have not yet become members; subject, however, to the condition that there is otherwise full compliance with all other applicable provisions of these By-Laws concerning the payment of out-of-work benefits. Any out-of-work benefits paid under this subsection shall be paid at the rate of one hundred dollars (\$100.00) per week.

**SECTION 4 (f).**

Prior to submission to Teamsters Canada, all requests for the approval of out-of-work benefits shall be submitted to the appropriate Joint Council, or regionally-elected Vice President where there is no Joint Council, for their recommendation as to whether the request should be approved or disapproved. The recommendations of the Joint council, or regionally-elected Vice President shall not be binding upon the Executive Board of Teamsters Canada, nor shall such recommendations be binding upon the President in situations in which less than two hundred (200) employees are involved.

**REPORTS**

**SECTION 5 (a).**

Concurrent with the request for approval of benefits in the event of strike or lockout, the Local Union Secretary-Treasurer shall send to the President of Teamsters Canada a list of all members that the Local Union has determined will be eligible for the first week's benefits.

**SECTION 5 (b).**

The Local Union Secretary-Treasurer shall immediately notify the President of Teamsters Canada of the beginning date of strike or lockout. The President shall, on or about the end of the second (2nd) week and each succeeding week of strike or lockout, forward to the Local Union Secretary-Treasurer or his deputy a cheque covering a sufficient amount to pay each week's benefits, and he shall also furnish the Local Union with sheets in duplicate, listing all members declared eligible by the Local Union Secretary-Treasurer.

**SECTION 5 (c).**

The Local Union Secretary-Treasurer or deputy shall require each member to sign on the provided list for the amount he has received and shall then forward the original copy of the executed list to the

President of Teamsters Canada, retaining a carbon copy of the same in the Local Union's files. Any additions to or deletions from the original list of persons eligible for benefits for the next week shall be separately submitted.

**SECTION 5 (d).**

Receipt of properly executed lists in due time at the office of the President of Teamsters Canada shall be an obligation of the Local Union, and subsequent payment to the Local Union by Teamsters Canada shall be contingent thereon.

**SECTION 5 (e).**

The Local Union Secretary-Treasurer shall immediately notify the President of Teamsters Canada of the termination date of strike or lockout.

**SECTION 5 (f).**

Failure on the part of any Local Union to comply with the requirements set forth in this Section will be sufficient cause for discontinuance of payment of benefits to a Local Union.

**SECTION 5 (g).**

If at any time during or after a strike the President of Teamsters Canada determines that out-of-work benefits have been distributed in a manner inconsistent with the procedures established in this Article, the Local Union shall be liable for the return of any improperly distributed benefits to Teamsters Canada.

**TERMINATION OF BENEFITS**

**SECTION 6.**

The President of Teamsters Canada with the concurrent approval of two-thirds (2/3) of the Executive Board, and after having given the subordinate body the right to appear before, or make a written submission to, the Executive Board before action is taken, shall have the power to terminate the financial aid of Teamsters Canada when satisfied upon facts and information in their possession that the support of a strike or lockout should cease.

The President with the concurrent approval of two-thirds (2/3) of the Executive Board, shall have the power to reduce, alter or terminate the financial aid of the Teamsters Canada Strike Fund whenever the Strike Fund balance is below five hundred thousand dollars

(\$500,000.00) or for other reasons deemed necessary by the Executive Board.

## **RETURN OF UNUSED FUNDS**

### **SECTION 7.**

All monies from Teamsters Canada remaining unused by the Local Union at the close of the strike or lockout shall be returned at once to the President of Teamsters Canada.

## **LOCKOUT**

### **SECTION 8.**

Among other circumstances, a declaration on the part of an employer, or a combination of employers, to the effect that their employees must cease their connection with Teamsters Canada or cease work, shall be deemed a lockout. Also a lockout shall be deemed to exist when an employer refuses to permit his employees to continue at work unless such employees agree to a substantial and material breach of an existing agreement or refuses to permit work with or without stated reasons or conditions. In case a lockout is reported to Teamsters Canada, the President of Teamsters Canada, subject to the right of the Local Unions involved to appeal to the Executive Board, shall have the authority to make a ruling on whether the difficulty is a bona fide lockout. In the event of a lockout, out-of-work benefits shall be paid under the same terms and conditions as set forth in Article VII, Section 3, excepting that neither strike votes nor prior notice to Teamsters Canada shall be required as a condition of eligibility and such out-of-work benefits shall be payable at the end of the second week of the lockout. Out-of-work benefits shall be paid to all other employees of the primary employer at all terminals or places of employment of the primary employer if such member employees shall have become unemployed as a direct result of a lockout, as defined in this Section, directed against other Teamster member employees of the primary employer. Out-of-work benefits shall also be paid to the employees of an exclusive Contract Hauler employer if such member employees shall have become unemployed as a result of a lockout, as defined in this Section, directed against any other Teamster member employees of customers of the exclusive Contract Hauler.

### **SECTION 9.**

Nothing herein contained concerning the manner of calling strikes or concerning the legality of strikes for the purpose of obtaining the payment of Teamsters Canada out-of-work benefits shall affect the legality of the strike in respect to the employer against whom the Local Union instituted such strike; nor shall any provision contained herein concerning strike recognition for payment of out-of-work benefits be intended to constitute Teamsters Canada a party to such strike or lockout.

In approving the payment of out-of-work benefits under any section of this Article VII, Teamsters Canada is not required and does not undertake to inquire into, or pass upon, the legality of any strike, work stoppage or lockout under contracts or applicable provincial or federal law and assumes no responsibility in this respect.

## ~~ARTICLE VIII~~

### ~~FUNDS OF TEAMSTERS CANADA~~

~~Funds or assets under the control of Teamsters Canada shall not be transferred, surrendered or set over, by assignment, gift, loan or any other device whatsoever, to any individual, committee or other legal entity other than a Local Union, Joint Council and/or Trade Division affiliated with Teamsters Canada, except for the protection or preservation of Teamsters Canada.~~

~~No other such action shall be undertaken so as to preclude the enforcement of any legal rights of the International Union with respect to such funds and property.~~

## ~~ARTICLE IX~~

### ~~ALLOWANCES, EXPENSES AND BENEFITS~~

#### ~~SECTION 1.~~

~~Allowances: Employees of Teamsters Canada may be granted an allowance in such amount (daily, weekly, or monthly) as may be determined by the President with the approval of the Executive Board. The granting of such allowance shall be in recognition that employees of Teamsters Canada must participate in cultural, civic, political,~~