

PROPOSED BYLAW AMENDMENT: MEMBERS LEGAL SERVICES FUND

Whereas, Local 802's most fundamental obligation is to provide the resources necessary for its bargaining units to negotiate strong and fair contracts; and

Whereas, Local 802's Bylaws guarantee every bargaining unit the right to legal representation during collective bargaining, including the unrestricted right to select independent counsel when that unit determines such representation is necessary; and

Whereas, any bargaining unit may face circumstances requiring independent counsel, including potential conflicts of interest, specialized legal expertise, unique workplace structures, or novel bargaining issues; and

Whereas, under the current bylaw structure, bargaining units that use Local 802's General Counsel receive full legal support at no cost, while units that choose independent counsel must rely on the Members Legal Services (MLS) bylaw, which uses an outdated formula and has proven to not sufficiently cover the costs of negotiations; and

Whereas, the current MLS funding formula is not based on the actual scope, complexity, or cost of negotiations and bears no rational connection to the legal resources required for collective bargaining; and

Whereas, under the current bylaw, bargaining units that negotiate agreements shorter than three years subsequently find themselves ineligible for adequate funding under the current bylaw, whose three-year funding structure does not account for multiple negotiations or atypically short contract cycles; and

Whereas, taken together, these inequities undermine the fundamental principle that bargaining units should be free to choose the counsel that best serves their needs, without financial penalties or practical barriers that limit their ability to exercise that choice; and

Whereas, ensuring that every bargaining unit has equitable access to adequate funding for the legal representation that best fits its needs—as determined by its members—fulfills Local 802's most fundamental obligation and strengthens democratic, member-driven bargaining;

Therefore, be it resolved that Article III, Section 11, First, Paragraph A(2) be amended as follows:

Section 11. Members Legal Services Fund.

1. There shall be established a Local 802 Members Legal Services Fund (MSL Fund) to provide legal services for members and bargaining units according to the following terms:

A. (1) All bargaining units participating in Local 802 negotiations, who choose by majority vote to retain an outside lawyer for the purpose of negotiation or consultation pertaining to such negotiations and who give reasonable notice to the union of their intention to employ such legal counsel, shall be entitled to

payment to the lawyer by the MLS Fund according to the following computation:

(2) For each negotiation, the amount of the lawyer's fee up to a base of five thousand dollars (\$5,000.00) plus an amount equal to twenty-five percent (25%) of work dues contributed by the bargaining unit to Local 802 in the highest of the three contract years immediately preceding the contract year in which the collective bargaining agreement expires. At the request of the rank-and-file committee, the Local shall compile a report documenting the amount of work dues contributed by the bargaining unit's members to Local 802 in such years. Within thirty (30) calendar days of such request, the report shall be shared with the rank-and-file committee, as defined in Article 1, Section 5(p) of the Local 802 Constitution & By-Laws, and all members of the Executive Board. This provision shall apply retroactively to any bargaining unit with collective bargaining negotiations that occur during the 2025 calendar year. ~~four hundred and twenty-five (\$425.00) per member eligible to ratify, with a cap of fifty thousand dollars (\$50,000.00) for the unit in any three (3) year period. However, in no case shall the amount provided by the MLS Fund for an outside negotiator exceed six percent (6%) of the total work dues generated by that bargaining unit over the prior three years or the period of the previous contract, whichever is less.~~

(All other language in Article III, Section 11 remains unchanged.)

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The Local 802 Executive Board has reported this proposed bylaw amendment unfavorably.