

*TEMPLATE THAT CAN BE ADAPTED AND MODIFIED FOR DIFFERENT
SITUATIONS AND SOMETIMES DIFFERING STATE LAWS*

JUSTICE FOR JANITORS LEGAL DEFENSE AND STRIKE FUND

Whereas, organizing the unorganized is one of the principal goals of unions and of SEIU Local Union No. 3 (“Local 3”);

Whereas, there are currently organizing drives to organize janitors and cleaners in the Columbus and Cincinnati, Ohio area, and in the Indianapolis, Indiana area;

Whereas, during organizing drives, strikes are sometimes called and workers are sometimes locked out, and in those situations these workers need financial support for them and their families;

Whereas, at times, strikes can involve members and union representatives engaging in peaceful, non-violent civil disobedience in the tradition of Dr. Martin Luther King , and in those situation incur legal costs in the form of bail, fines and court costs ;

Whereas, it is important that unions and the broader community provide financial assistance to persons faced with such costs, in addition to providing important political and moral support, so that no one has to face a difficult strike or organizing struggle on their own;

Therefore, the Justice for Janitors Legal Defense and Strike Fund is created to provide financial assistance in the form of strike benefits, emergency grants of money to pay necessary bills and for food, as well as legal costs associated with peaceful civil disobedience, in the Columbus and Cincinnati, Ohio area; and in the Indianapolis, Indiana area.

Section 1. The Fund shall not be operated for profit and no part of its assets or any earnings on those assets shall be distributed except as authorized by these Bylaws. The Fund shall have no employees.

Section 2. The Fund will consist of monies obtained from donations from individuals, unions, other non-profit organizations and from public solicitations, for example through the internet or at public events.

Section 3. (a) The Fund shall be administered by individuals known as Trustees, assisted by counsel chosen by the Trustees. There shall be a minimum of three (3) Trustees, all of whom shall in writing accept their position and acknowledge receipt of these Bylaws. The Trustees shall act by consensus. In the event that the Trustees disagree on a decision, the decision of the majority shall govern.

(b) The Trustees are authorized to accept, acquire, hold and expend the assets of the Fund for purposes which, in their discretion, meet the objectives of this Fund. The Trustees may appoint individuals to perform specific tasks and hire such personnel and professional assistance as necessary and proper to carry out the work of the Fund.

(c) The Trustees are authorized to take all actions necessary and appropriate to create another structure for the governance and operation of the Fund

if, after consultation with appropriate professionals, they find that a different structure is better suited to carrying out the goals and purposes of the Fund.

(d) The Trustees shall be authorized to pay all reasonable bills and expenses incurred by the Fund, including expenses associated with the formation of the Fund and expenses to publicize the Fund.

(e) It is anticipated that this non-profit organization shall be tax exempt. However, in the event any taxing authority determines that this Fund is responsible for paying taxes of any kind attributable to the receipt of donations or interest accruing thereon, the Trustees shall be authorized to pay such taxes directly from the Fund.

(f) The Trustees are authorized to take such other acts which are necessary and appropriate in the management, administration and distribution of this fund.

Section 4. (a) The Trustees shall receive, hold and disburse all Fund assets. The fund shall operate on a calendar year basis. The Fund shall be audited on an annual basis by a certified public accountant.

(b) The Trustees shall keep accurate and detailed accounts of all investments, receipts, disbursements and other transactions.

(c) Disbursements of Fund assets shall be only by check co-signed by at least two Trustees.

(d) Unless otherwise provided, the Fund shall maintain its books in Cincinnati, Ohio. The Trustees keep sufficient records to comply with requirements for filing any report required by law.

Section 5. Neither by way of limitation nor in derogation, but in amplification of any powers granted herein, the Trustees are further authorized;

(1) To open and maintain a separate bank account in the name of the Justice for Janitors Legal Defense and Strike Fund;

(2) To make, execute, acknowledge and deliver any and all instruments that may be necessary or appropriate to carry out the powers herein granted;

(3) To raise money for the purpose of the Fund in such amount and upon such terms and conditions as in their absolute discretion they may deem advisable;

(4) To employ suitable counsel and clerical personnel from time-to-time, if needed, and to pay them reasonable expenses and compensation;

(5) To do all acts which may be necessary to comply with any of the requirements of federal law or the laws of Ohio and Indiana;

(6) To enter into any and all contracts and agreements for carrying out the terms of this Fund and for the administration of the Fund; and

(7) To do all acts which they may deem necessary or proper and to exercise any and all powers of the Trustees under this instrument under such terms and conditions as they may deem to be for the best interests of the Fund.

Notwithstanding the above authority granted the Trustees hereunder, no power shall be exercisable in any manner which violates the requirements of applicable law, governmental rule, or regulations.

Section 6. Subject to the provisions of this Trust and Plan, the Trustees shall have full and exclusive authority and discretion to determine all questions of eligibility of organizations and individuals for grants from the Fund. The Trustees shall have full discretionary power to construe the provisions of this Trust.

Section 7. All money obtained by the Fund shall be placed in separate bank accounts in the name of the Fund.

Section 8. The Trustees may make disbursements from the Fund only upon proper application for benefits and for the following purposes related to the Fund:

(1) Monies for payment of necessary bills or for the purchase of food for members who have had their income reduced by virtue of being on strike or being locked out;

(2) Monies for payment of Court fines, court costs, or for the posting of bail;

(3) Strike Benefits;

(4) The Trustees shall have the discretion to pay additional monies for other costs consistent with the purposes of the Fund.

Section 9. The Trustees shall establish procedures for:

(1) Notifying organizations and individuals of the existence of the fund and their potential entitlement to benefits from the Fund.

(2) Processing applications for benefits.

(3) In processing applications for benefits, the fact the one Trustee is affiliated with an organization making application for benefits is not grounds to deny said application. In any such case, the Trustee affiliated with the organization making the application, shall not vote or make a decision on the application, and, said application shall be processed and voted on by the remaining two trustees.

Section 10. The expenses incurred by the Trustees in the performance of their duties hereunder, and all other proper charges and disbursement, including all taxes of any kind an all kinds whatsoever that may be levied or assessed under existing or future laws of any jurisdiction upon or in request of the Fund hereby created or any money forming a part thereof, shall be paid by the Trustees out of the Fund's assets.

Section 11. (a) The Trustees shall receive no compensation other than the payment of actual expenses incurred by them in direct connection with their duties.

(b) In the event that one or more Trustees are unable or unwilling to serve as Trustee for any reason, the remaining Trustees shall have the right to appoint a substitute or successor Trustee from a list of applications forwarded to them. Any new Trustee shall signify his or her acceptance in writing.

Section 12. The liability of the Trustees shall be limited as follows:

(a) The Trustees shall have no personal liability for the expenses incurred by the Fund.

(b) The Trustees shall be indemnified for and held harmless from and against any and all expenses, claims, demands, costs or charges, including but not limited to, costs and fees related to any legal action, incurred as a result of any matter, action, or inaction related to the operating of this Fund, other than for fraud or conversion, pursuant to the terms of these Bylaws.

(c) The sole source of assets to be used to indemnify the Trustees shall be the assets of this Fund.

Section 13. Consistent with any legal requirements, this Fund may be dissolved at any time, in the sole discretion of the Trustees. Any action dissolving the fund shall provide for the appropriate disposition of any remaining unpledged assets to a non-profit organization consistent with the purposes of the Fund, or if grants are made to individuals otherwise in a manner consistent with the purposes of the Fund.

Section 14. This fund shall be governed in accordance with the laws of the states of Ohio and Indiana. Should an issue arise requiring resolution, and there is a conflict between the laws of Ohio and Indiana on how to resolve the issue, the law of the state where the issue arose shall govern.

