

CFUW Nepean, February 2020: Motion for a Dues increase to ensure CFUW is able to cover all of its expenses including all Graduate Women International (GWI) Dues.

Seconded by: CFUW Stratford

Motion: Moved by CFUW Nepean, that the CFUW Voting Body adopts a per capita dues increase of \$5.00 to cover all of its expenses including the Graduate Women International (GWI) per capita dues increase.

Rationale:

1. Every CFUW member is a member of Graduate Women International (GWI), as per the CFUW constitution, and has been since 1919. (CFUW Articles and Bylaws, Membership, page 1 , Article 4)
2. According to the Bylaws – each member pays per capita dues to both CFUW and to GWI. (CFUW Articles and Bylaws, Dues: 13, 14 and 15 page 6)
3. At the General Assembly of GWI held in Capetown, South Africa (August 2016) the GWI Voting Body adopted a motion to increase GWI dues by Swiss Francs (CHF) 10, 6 and 6 in yearly increments. The votes of the General Assembly are binding. CFUW voted in favour of this motion. (GWI Bylaws Article V and Article X). GWI Minutes on Proposal and vote are attached.
4. However, the 2016-2019 Board of GWI negotiated a lesser increase in the amount of 6 CHF per capita dues with National Federations and Associations during the GWI Triennium 2016-2019. We still pay it original GWI per capita dues of 15.5 Swiss Francs.
5. Canada managed to negotiate an even lower rate for Canadian members through a Memorandum of Understanding (MOU) reached in July 18, 2019 effective to 2022. CFUW members present at the CFUW AGM in Winnipeg, August 2019 strongly supported this agreement (MOU). Attached. See also CFUW 2019 AGM minutes.
6. The per capita dues increase for GWI, as negotiated or prevailing at the time of payment is an ongoing expense as per CFUW Constitutional obligations.

Background material for Dues increase proposed by CFUW Nepean, February 2020

Page 42: Minutes of the GWI 32nd Triennial General Assembly August 21- 23, 2016 Cape Town August 2016

29. Presentation of Proposed Dues Increase Resolution.

GWI President Catherine Bell gave a PowerPoint presentation to explain what drives GWI, a dues-based organization. Her presentation included dues statistics (1976-2017), profit/loss history, graphs: expenditure over 30 years, salaries and programme as a % of expenditure, and declining income from dues over the past 20 years.

She also described three steps: visibility, credibility & substance, and cash & in kind, along with GWI's operating model, strategy, and achievements, and the volunteer work done by our U.N. Representatives. Referring to pp.58-60 in the Documentation booklet, Catherine described the five possible scenarios for GWI moving forward:

1. Close the organisation
2. Merge with a similar organisation
3. "Soft landing" (wherein the outcome would be equivalent to a letterbox address)
4. Maintain gains and fundraise
5. Pursue a strong organisation, because there are girls all over the world who need assistance. She then gave projected outcomes pertaining to dues at CHF 18 (GWI will close.), CHF 35 (a minimal service; dues will have to be raised again in three years), and CHF 100 (a fully functional central organization providing full service).

To illustrate purchasing power and economics, Catherine showed how in 1976, CHF 3.5 could purchase 14 packets of fish and chips, whereas in 2017, CHF 35 will buy only 4.5 packets of fish and chips.

30. Dues discussion and debate: Vice-President Jennifer Strauss thanked Catherine Bell for her dues presentation and explained that there would now be a caucus session on dues rather than a debate. The following topics were discussed by the delegates: cash-flow, Soroptomist dues (three times higher than GWI dues), rent in Geneva, twinning, creating communities of special interest (such as the medical field), forums, webinars, empowering the young, professional members, stop-starts from 2013 to 2015, funds to cover current costs, money coming in from Charriol, restricted funds, looking at short-term alternatives so that the impact is mitigated while GWI builds back.

Cynthia Burek (UK) asked when it is possible to put an amendment from the floor re: dues increase. Mary Hall (Canada), Procedural Advisor to the General Assembly, replied that when the motion is put on the floor, then someone can put forward an amendment, as long as the amendment is within the scope of the motion. Since the notice was CHF 35, for the amendment to be within the scope of the motion, it would have to be less than CHF 35. Jennifer Strauss thanked all those who had participated in the caucus session.

31. Vote on Dues Proposal Minutes of the 32nd Triennial General Assembly August 21- 23, 2016 Cape Town

Proposal 1) “10-6-6” Moved by the British Federation Seconded by Norway, Scotland, Nigeria, Panama, United States THAT the original motion be amended by substituting "the rate of annual dues to GWI payable in 2017, 2018 and 2019 is increased by CHF 10 per capita in 2017, followed by CHF 6 per capita in 2018 and 2019 i.e. CHF 6 per year for the following two years and that the capitation fees be calculated based on this rate and on the number of individual members, using the dues model, in accordance with the provisions of By-Law 29" for bullet #1 on page 87.

Proposal 2) Moved by the Netherlands Seconded by Turkey THAT the original motion be amended by substituting "the rate of annual dues to GWI payable in 2017, 2018 and 2019 is increased by CHF 10 per capita in 2017, followed by CHF 5 per capita in 2018 and 2019 i.e. CHF 5 per year for the following two years and that the capitation fees be calculated based on this rate and on the number of individual members, using the dues model, in accordance with the provisions of By-Law 29" for bullet #1 on page 87

Proposal 3) Moved by Australia Seconded by New Zealand THAT the original motion be amended by substituting "the rate of annual dues to GWI payable in 2017, 2018 and 2019 is increased by CHF 10 per capita in 2017, followed by CHF 10 per capita in 2018 and 2019 i.e. CHF 10 per year for the following two years and that the capitation fees be calculated based on this rate and on the number of individual members, using the dues model, in accordance with the provisions of By-Law 29" for bullet #1 on page 87.

At this point, Chair Jennifer Strauss announced that there was the voting strength to put the motion: 67 votes, 25 NFAs in the room.

The 2 motions to amend the amendment must be dealt with first.

Proposal 3) “10-10-10” [See document: A motion to amend dues]

Votes: in favour 17; against 50; abstentions 1 Motion to amend the amendment DEFEATED

Proposal 2) “10-5-5” [See document: A motion to amend dues]

Votes: in favour 13; against 11; abstentions 3

Motion to amend the amendment DEFEATED

Proposal 1) “10-6-6” Moved by the British Federation Seconded by Norway, Scotland, Nigeria, Panama, United States

Page 43: Minutes of the GWI 32nd Triennial General Assembly August 21- 23, 2016 Cape Town

A motion to amend the original motion by substituting "the rate of annual dues to GWI payable in 2017, 2018 and 2019 is increased by CHF 10 per capita in 2017, followed by CHF 6 per capita in 2018 and 2019 i.e. CHF 6 per year for the following two years and that the capitation fees be calculated based on this rate and on the number of individual members, using the dues model, in accordance with the provisions of By-Law 29" for bullet #1 on page 87 [See document 2016 08 22 A motion to amend dues - Passed.

Votes: in favour 40; against 22; abstentions 4

Motion to amend the original motion CARRIED

Moved by the British Federation and seconded by Australia and Scotland to accept the original motion as amended. Votes: in favour 53; against 8; abstentions 4

Motion to accept the original motion as amended CARRIED

CFUW Articles and Bylaws

Membership page 1

Article 4 - Membership in Graduate Women International (GWI) CFUW shall be a member of GWI.

Dues page 6

13. Each Club shall pay CFUW annual **per capita dues** based on its paid membership.

14. Annual per capita dues shall be set by a special motion passed at an annual general meeting. Written notice outlining any proposed changes to the dues shall be sent to all Clubs at least one hundred and twenty (120) calendar days prior to the annual general meeting. 1

15. Dues shall be payable at the revised rate at the beginning of the CFUW fiscal year following the fiscal year in which the change was approved.

GWI Bylaws

Article V THE GENERAL ASSEMBLY (GA) 1. The supreme authority of GWI shall be vested in the General Assembly, which shall have authority to make decisions at meetings in person and by electronic means.

Article X FINANCIAL RESOURCES AND DUES 1. The financial resources of GWI shall consist of dues, private or public grants, donations and all other resources not prohibited under current law and regulations of the Headquarters country. 2. National federations and associations shall pay annual dues to GWI at a rate to be determined by the triennial General Assembly. The amount of dues shall be reviewed at every triennial General Assembly.

GWI Constitution 2019 Page 11/13 3. The annual dues payable by the national federations and associations shall be fixed on a per capita basis by the General Assembly, on the advice of the Finance Committee, The per capita basis paid by each national federation and association shall be calculated using a formula approved by the General Assembly and reviewed on a regular basis. 4. Any proposal affecting the rate of the annual dues shall be sent out to national federations and associations four months before the meeting of the triennial General Assembly at which a vote on the proposal is taken.

[View this email in your browser](#)



Message from the President

July 19, 2019

President's Message

Grace Hollett, CFUW National President

Please forward to all CFUW Club members.

I am delighted to bring you news that the Memorandum of Understanding (MOU) developed by the CFUW and GWI negotiating teams has been signed, with terms favourable to CFUW, and is in effect until Dec. 31, 2022.

Background and Thanks

The Negotiating Team consisted of Joy Hurst, VP International and chair; Kathryn Wilkinson, Acting President and VP Education; Dominique Racanelli, VP Finance; Robin Jackson, CFUW Executive Director; and myself, Grace Hollett, as National President. With Board approval, CFUW initiated negotiations, to address areas of concern between our two organizations, to agree on specific areas of collaboration, and to re-negotiate the dues formula and payment terms for CFUW. Due diligence by all has produced results and I thank the teams on both sides who acted in a spirit of collaboration and good faith. I thank, also, the CFUW Board whose considerable input helped bring us to a satisfactory conclusion, CFUW office staff for research, and

you the Club members who exercised admirable patience in waiting for news of negotiations.

The MOU indicates the willingness of both parties to collaborate and strengthen cooperation, to recognize existing problems and to set up a plan for dealing with them and, subject to its termination provisions, to be legally bound by the terms of this Agreement.

Areas of Collaboration Include

- **Member Relations:** CFUW proposed and GWI accepted that we will collaborate on developing and testing an electronic platform for National Federation and Association's (NFA) dialogue and consultation to provide opportunities for the exchange of ideas, discussion on leading or emerging practices and access to presentations by an international pool of subject matter experts. Additionally, GWI will convene a committee with representatives from all GWI regional areas to facilitate ongoing discussion and foster understanding among regional groups about regional priorities and issues of common interest.
- **Global Advocacy for Women and Girls;** CFUW will continue to support GWI's Education Advocacy agenda for Women and Girls by sharing CFUW research on selected issues within CFUW's areas of focus and will also support written statements prepared by GWI for presentation to UN bodies when they also reflect the interests and areas of focus for CFUW. GWI will collaborate with CFUW to increase our international advocacy footprint with UN agencies where GWI has onsite representation or partnership relationship and these relate to CFUW interests.
- **Projects:** Together we will review Bina Roy projects and decide which could be scaled up, to continue beyond their one-year funding period.
- **Communications and Promotion:** Agreement was reached on promotion of publications and information in a timely manner.
- **Membership:** GWI will share its recruitment model and knowledge base with CFUW.

- **Financial Management and Sharing Information:** GWI has agreed to full transparency by providing quarterly financial statements within 30 days, publishing their accounting standards, providing annual budgets, timely updates on partnerships/alliances, and freeing the Canadian Assistant GWI treasurer to speak openly to the CFUW Board on GWI financial issues. We welcome this commitment to a fuller accountability.

Reduction of CFUW's Dues to GWI

Prior to July 16th and the signing of the MOU, CFUW had an unpaid balance for 2018 and 2019 relating to the CHF 6 per capita increase.

With the signing of the MOU, GWI agreed to receive the unpaid balances of our uncollected dues in two forms, 1. In-kind services/collaborative work, and 2. Financial payment. The details for each of 2018 and 2019 are as follows, CFUW's total increase in dues was CHF 48,564 based on 8094 members. GWI and CFUW have agreed to value CFUW's in-kind services at CHF 23,465. CFUW owed GWI a payment of CHF 25,099. Of this amount, GWI has already received CHF 13,306.50. For 2018, CFUW owes GWI a payment of CHF 11,792. A zero-balance invoice will be provided to CFUW when this payment is made.

- For 2019, CFUW's total increase in dues is CHF 45,546 based on 7591 members. CFUW's in-kind services are valued at CHF 22,014. CFUW owes GWI a payment of CHF 23,532. A zero-balance invoice will be provided to CFUW when this payment is made placing CFUW in good standing with voting privileges at the 2019 GWI Triennium

Arrangements have been made to pay on July 19th the difference between the amount owing and the amount being credited for in-kind services (i.e. the discount). Following from the two bulleted paragraphs above for 2018 and 2019, this calculates to CHF 23,532 + CHF 11,792, totaling CHF 35,324 or CAD \$ 49,454 if the exchange rate is 1.4. Note that, as a GWI member CFUW was assessed dues and this debt must be paid eventually. As long as CFUW is a GWI member dues will be assessed. This opportunity for a reduced payment is to CFUW's advantage. Without the amount being reduced paying the full amount was quite problematic. With the payment, CFUW maintains its voting privileges at the GWI Triennial, but this was not the reason for paying the debt.

In order to fully resolve the outstanding amount remaining unpaid from the 2018 and 2019 years

the board voted in support of a “one-time only” use of approximately CDN \$49,454 from our unrestricted reserve, contingent on GWI signing the agreement on the reduced amount.

Although using the CFUW unrestricted reserve at a precarious time is not ideal, the CFUW board recognizes the financial obligation attached to GWI membership. Carrying an unpaid balance for another year would not be recommended business practice.

Additionally, this reduced payment plan continues to the end of the 2022 dues cycle.

GWI has agreed to review its dues model, and also its voting structure to ensure an appropriately enhanced reflection of CFUW’s membership numbers. Reporting back on those issues must be done at least 6 months before the 2022 GWI General Assembly (GA).

Future actions

The identified collaborative activities will be summarized by documentation and managed by a project management approach with specific deliverables, timeframes and articulated responsibilities. Agreement on oversight, modification of the MOU, dispute resolution and events leading to termination of the agreement has been reached.

What has not been solved?

1. The constitutional requirement of CFUW’s membership in GWI (CFUW Article 4) and GWI’s definition of membership for the purposes of dues calculation (Articles II.1 and X.3 of the GWI Constitution), were part of the discussions but constitutional changes were beyond the mandate of the Negotiation Committees and consequently the constitutional relationship between CFUW and GWI remains unchanged. These constitutional issues must be resolved prior to the end of this agreement, December 31, 2022.

2. GWI Dues for 2020

Dominique Racanelli, in her role as VP Finance, thanks all who contributed to the voluntary payments, an updated copy of which will be posted, and alerts you to the following:

“The January 2020 invoice we will receive from GWI will again be assessed at 21.5 CHF per capita. In spring 2019, CFUW collected dues from Clubs at the defined rate of CHF 15.5 due to

the fact that at the CFUW June 2018 AGM, CFUW members once again rejected a dues increase. Although the MOU will again provide CFUW a discount to the full 2020 invoice, this credit will not be enough to cover the anticipated invoice. We do not know the shortfall as it depends on membership numbers at December 31, 2019, but estimate it at approximately CHF 23,535 or CAD \$32,950 at a 1.4 exchange rate.

If the proposed GWI dues increase is accepted by the membership at our August AGM, the increase will be collected to meet the 2021 GWI invoice, not the 2020 payment.”

She estimates that “on average more than 300 women hours were provided by individual members of the Negotiating Committee and the CFUW Executive Director for research, analysis and written recommendations provided to GWI,” with well in excess of this being expended by the chair and president. She further reiterates “This consultative work was well received by GWI and assessed at in-kind value in the amount of CHF 23,465 for the year 2018 and CHF 22,014 for year 2019”

Ms. Racanelli states relative to the projected dues for 2020, “At this point we need to ask and must depend on CFUW membership to provide a new solution.”

Conclusion

The Negotiating Team is pleased that this period of negotiations has concluded. We realize, however, that much remains to be done to activate some of the MOU provisions. We look to you to help find a solution to additional funds needed for the 2020 GWI dues.

Importantly, we need to ensure financial stability of CFUW as a national organization

Thank you again for your cooperation during this process,

Grace Hollett



National President-Présidente Nationale

CFUW-FCFDU

