

OPSEU Policy Manual



A GUIDE TO YOUR POLICY MANUAL

OPSEU'S policy manual contains Executive Board and Convention policies on political, social and economic subjects, negotiating procedures and a wide range of internal matters affecting members, locals, the Board and staff.

The policies are guidelines for the day to day operation of the union, but OPSEU recognizes that operational considerations may make it necessary/advisable to modify, adapt or make exceptions to these policies from time to time.

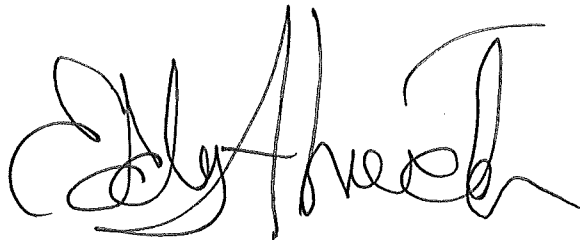
Formal amendments to the policy manual will be distributed to delegates each April at Convention. Additional copies can be obtained from the Corporate Secretary.

Should you have a question about the policies please contact your Staff Representative or Executive Board Member.

In solidarity,



Warren (Smokey) Thomas
President
OPSEU



Eduardo Almeida
1st Vice President/Treasurer
OPSEU

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Section 1 - Area Councils

Area Council Bylaws

All area council bylaws shall be amended, where necessary, to comply with the following:

1. The delegate entitlement from Locals to area councils shall be based on the convention formula.
2. The Executive of the Area Council, as established in the Council's bylaws, shall be elected by and from the delegates. The executive may also include the following positions:
 - A) Campaign Co-ordinator
To be the principal contact person for head office-directed campaigns, exercising overall supervision over such campaigns in consultation with regional board members and staff.
 - B) Assistant Campaign Co-ordinator
To assist the co-ordinator in carrying out the functions described in (A) above.
 - C) Legislative Liaison Officer
To be responsible for contacts with and lobbying of area MPPs, Municipal Councils, School Boards, etc.
 - D) Community Organizer
To develop and utilize contacts and links with community groups and activists, other unions and labour councils.
 - E) Communications Officer
To develop and exploit media contacts so as to achieve maximum favourable publicity for union campaigns.
3. The area council may endeavour to seek through the area council's delegates, other local activists who are not area council delegates, and offer them campaign-related roles for which they have particular skills or expertise. To facilitate the involvement of such local activists, affiliated locals are encouraged to send observers to area council meetings, subject to the bylaws of the area council.

Servicing/Campaigns

1. The principle governing the servicing of an area council is that it must be linked to a designated regional office.
2. Where more than one regional office is located within an area council's jurisdiction, one of those regional offices will be designated as the office assigned to service the area council.
3. Where a regional office's service area contains more than one area council, that regional office will be designated as the office assigned to service all the area councils.

Section 1 - Area Councils

Lists of Presidents and Officers

The list of all area council Presidents and Officers will be made available to all Area Council Presidents and Officers.

All Area Council Presidents will be given the list of all Local Presidents and Officers in their area.

All Local Presidents will be given the list of Area Council Presidents and Officers within the area served by the Area Council.

(April 6-8, 2000 C)

Northeastern Area Council

Head Office will help in making the Northeastern Area Council viable by funding elected delegates' travel expenses, to be limited to meals, mileage and accommodation in order that the Northeastern Area Council can meet quarterly.

(February 28-March 1, 1985 B, p.19)

Political Candidates

Appropriate Area Councils (if one is in place) will be consulted regarding political candidates before OPSEU provides support.

(June 11-12, 2008 B, p.27)

Rebates to Locals

OPSEU will rebate to locals the dues to area councils at the same 90 per cent as Labour Councils.

(October 24-25, 2001 B, p.2)

The maximum Area Council Dues Rebate to Locals from the Central Union be set at a maximum of 15 cents per member per quarter.

(September 22-23, 2004 B, p.12)

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Section 2 - Canadian Labour Congress, National Union of Public and General Employees and the Ontario Federation of Labour

Accommodation: Hotel Within 60 km

Head Office will not pay for accommodation for members living within 60 kilometres of the hotel unless it is necessary for their participation in a late evening session or where it is cheaper to provide accommodation than it is to pay mileage. This does not apply to Conventions or Regional meetings.

(December 12-13, 2001 B, p14; April 16-17, 1996 B, p4 - C. 1996)

Affiliation: CAUT

OPSEU will affiliate with (CAUT) and such affiliation will be based solely on those OPSEU members, from the CAAT (Academic) Division, who teach in University level degree granting programs.

(Convention 2004, p.28)

Affiliation: NUPGE

As a condition of affiliation, insist that NUPGE produce and distribute to its affiliates, annually, a full statement of expenses and remuneration of its officers and representatives, and that OPSEU distribute this statement to its locals at the same time as the OPSEU statement of expenses.

(December 5-6, 2007 B, p.13)

Affiliation: OFL

OPSEU reaffirms its affiliation with the Ontario Federation of Labour and will co-ordinate its fight back campaign with the OFL, Labour Councils and in particular with other public sector unions to preserve the social needs of the general public and prevent the decimation of public services whether at the provincial, federal or municipal level.

(September 10-11, 1997 B, p.17)

Committees (CLC, NUPGE, OFL)

The President of OPSEU shall have sole authority to designate individuals to serve on OPSEU's behalf on various committees of the CLC, NUPGE and OFL.

(January 24-25, 1985 B, p.26)

Convention Resolutions (CLC, NUPGE, OFL)

Executive Board Members, LECs and Area Councils will be invited to either submit proposed resolutions to the President, or indicate what issues they believe should be addressed by resolutions. The President will then present draft resolutions to the Executive Committee. Resolutions accepted by the Executive Committee will be presented to the Executive Board for final determination.

(July 26-27, 1979 B, p.14 and 31)

Delegates to CLC, NUPGE or OFL Convention

In order to be elected at an OPSEU Regional Meeting as a delegate to the OFL, NUPGE or CLC Convention, the delegate's local must be affiliated with their District Labour Council unless the local is principally located more than 60 kms from the Labour Council's regular meeting location.

(September 10-11, 1997 B, p.18)

Section 2 - Canadian Labour Congress, National Union of Public and General Employees and the Ontario Federation of Labour

Delegates/Expenses: NUPGE Convention

OPSEU will pay shared accommodation as stated in OPSEU Policy, Section 10-1-5, cost of travel, meal allowance and registration for NUPGE delegates as per OPSEU policy and in addition will pay 100 per cent of regular lost time wages of delegates.

Six delegates will be elected from each region at Regional meetings. The election will be based on a simple majority (the intent is that the top six people on a ballot will be elected).

The seven member Aboriginal Circle, the seven member Francophone Committee, the seven member Provincial Human Rights Committee, the seven member Provincial Women's Committee and the seven member Provincial Young Workers' Committee will be delegates.

(September 25-26, 2013 B, p.6; April 19-21, 2012 C, p.6; April 6-9, 2011 C, p.28; April 20-22, 2006 C, p.27; June 15-17, 1993 B, p.61; October 23-24, 1991 B, p.49; March 31, 1985 B, p.7)

The Executive Board will be delegates to the Convention.

(June 15-17, 1993 p.61; October 23-24, 1991 B, p.49; May 23-24, 1985 B, p.9)

The Chair of the Retirees Division, from each Region will be a delegate.

(January 14-16, 1992 B, p.6)

Delegates/Expenses: CLC Convention

CLC delegates will be elected on the basis of 10 per region in the same manner and at the same meeting as NUPGE delegates are elected.

The election of CLC delegates will be by a separate ballot from the election of NUPGE delegates.

Delegate expenses will be on the same basis as NUPGE delegates.

The Executive Board will be designated as delegates to the CLC Convention.

The seven member Aboriginal Circle, the seven member Francophone Committee, the seven member Provincial Human Rights Committee, the seven member Provincial Women's Committee and the seven member Provincial Young Workers' Committee will be delegates.

(April 19-21, 2012 C, p.6; April 6-9, 2011 C, p.28; April 20-22, 2006 C, p.27; June 15-17, 1993 B, p.61; October 23-24, 1991 B, p.49; March 31, 1985 B, p.7)

The Chair of the Retirees Division, from each Region will be a delegate.

(January 14-16, 1992 B, p.6)

Delegates/Expenses: OFL Convention

OFL delegates will be elected on the same basis as CLC and NUPGE delegates except that 14 persons will be elected from each region and the Executive Board will be designated as delegates.

The election of OFL delegates will be by a separate ballot from the election of either NUPGE or CLC delegates.

Section 2 - Canadian Labour Congress, National Union of Public and General Employees and the Ontario Federation of Labour

Delegate expenses will be paid on the same basis as NUPGE and CLC delegates.

The seven member Aboriginal Circle, the seven member Francophone Committee, the seven member Provincial Human Rights Committee, the seven member Provincial Women's Committee and the seven member Provincial Young Workers' Committee will be delegates.

(April 19-21, 2012 C, p.6; April 6-9, 2011 C, p.28; April 20-22, 2006 C, p.27; June 15-17, 1993 B, p.61; October 23-24, 1991 B, p.49; March 31, 1985 B, p.7)

The Chair of the Retirees Division, from each Region will be a delegate.

(December 7-9, 1994 B, p.35; June 15-17, 1993 p.61; January 14-16, 1992 B, p.6; October 23-24, 1991 B, p.49; October 30-31, 1985 B, p.10; September 13-14, 1984 B, p.40; July 7-8, 1983 B, p.29; January 11, 1983 B, p.15; October 15, 1981 B, p.22; June 18-20, 1981 C; July 26-27, 1979 B, p.14 and 31)

Delegates: Staff Not to Be Delegates (CLC, NUPGE, OFL)

Only OPSEU members in good standing may be delegates accredited to OPSEU at OFL, CLC, or NUPGE conventions. No staff person shall be a delegate of OPSEU to such a convention.

(October 18-19, 1979 B, p.10)

Dues: CLC

OPSEU will pay dues based on 53 cents per month per member, effective January 1, 1992.

(April 4-5, 1990 B, p.24)

Dues: Membership Level (CLC and OFL)

Effective July 1, 1988, the full time-equivalent membership level will be increased to 80,000 (from the current 75,000) and shall be the basis for the calculation of dues to CLC and OFL.

(June 22-23, 1988 B, p.4)

Dues: NUPGE

The dues to the National Union of Public and General Employees will be 1.6 per cent of component gross dues revenue as of July 1, 1995; 1.7 per cent as of January 1, 1996; 1.8 per cent as of January 1, 1997; 1.9 per cent as of January 1, 1998 and 2.0 per cent as of January 1, 1999.

(NUPGE Convention May 1995)

Election Expenditures for Candidates (CLC, NUPGE, OFL)

OPSEU policy endorses a Union expenditure of up to \$1,500 for each Board-endorsed candidate running for Executive positions on the CLC, NUPGE or OFL.

(January 29-30, 1987 B, p.27)

NUPGE Board: Kits and Written Reports

OPSEU's representative(s) on the NUPGE Executive Board is (are) required to submit twice yearly, a written report on his/her activities and the activities of NUPGE as a whole.

Section 2 - Canadian Labour Congress, National Union of Public and General Employees and the Ontario Federation of Labour

A copy of the NUPGE Board Kits provided at each NUPGE Board Meeting at the national level shall be made available to the OPSEU Executive Board upon request.

(November 19-20, 1983 B, p.14)

NUPGE Board: Vice-Presidents

As a matter of principle, the President of OPSEU will be automatically the candidate for the Ontario Vice-Presidency of the National Executive Board of NUPGE.

The principle adopted at the Ontario Caucus of the 1984 NUPGE Convention will be continued, namely, that the alternate Vice- President will be elected from among the delegates of our Sister components in Ontario by the total delegation in the Ontario caucus.

(June 16-17, 1986 B, p.23)

NUPGE Board: Women's Representative

OPSEU's recommendation to the NUPGE Board will be that our candidate be the highest ranking woman officer in the Union.

(June 16-18, 1992, B, p.28)

NUPGE: Defence Fund

The Board endorsed the establishment of NUPGE's Defence Fund for the purpose of assisting components in times of strikes and lockouts. The Board approved the principle of establishing a one million dollar (\$1,000,000) commitment to NUPGE's Defence Fund. These funds will be made available from and repayable to OPSEU's Strike Fund.

(December 8-9, 1988 B, p.4)

NUPGE: Public Relations

Up to \$400 is authorized for the Ontario Vice-President of NUPGE for public relations expenditures.

(September 7, 1982, EC, p.1)

OFL: Executive Board (Women's Representative)

OPSEU's policy is that the OFL Board shall contain the highest ranking OPSEU woman officer.

(October 13, 1983 B, p.21)

Participation in Conferences (CLC, NUPGE, OFL)

Criteria for Participation

OPSEU will endeavour to participate in those conferences sponsored by the CLC, OFL or NUPGE.

Notice of such conferences will be circulated to the Executive Committee which will, prior to approval, review what the purpose of the conference is; what short/long term value the Union will receive for the expenditure; and recommend to the Executive Board:

Section 2 - Canadian Labour Congress, National Union of Public and General Employees and the Ontario Federation of Labour

- a) whether OPSEU should participate in the conference;
- b) the nature of OPSEU's participation.

Conferences sponsored by non-labour bodies including government, academic institutions and independent or tripartite organizations will only draw participation from OPSEU when such participation would directly contribute to strengthening the Union. Conferences regardless of sponsor which are held outside of Ontario will be scrutinized with care owing to travel costs.

Type of Participation

Membership Participation: Notice of the conference will be posted on the OPSEU website or the FAX network and the Regional EBMs will select member/s from each region from among the interested applicants.

All future OPSEU participants in OFL and CLC sponsored educational activities and conferences will be restricted to participating only if their Local is affiliated to the District Labour Council, where such Council exists.

Designated Participation

When the subject matter warrants, OPSEU will select attendees from locals or divisions and/or staff as appropriate. Such selection shall be made by the President. When circumstances warrant, any of the above types of participation may be combined.

Level of Participation

The Executive Committee will recommend on an ad hoc basis for each conference what the level of participation will be and how they will be selected.

Caucusing

At all conferences an OPSEU caucus should be called of all OPSEU delegates attending, whatever the composition of the delegation happens to be as between members and staff. The caucus should be chaired by the highest-ranking elected official of OPSEU in attendance who will be responsible for chairing and leading the caucus at the conference. The purpose of the caucus is to consider the business of the conference and to decide the position that all OPSEU delegates should adopt in the light of OPSEU policies and the interests of our union.

Voting

All delegates participating in the conference should act and speak during the conference, consistent with the decisions of the OPSEU caucus, but only OPSEU member delegates shall exercise a vote if votes are taken.

(July 7-8, 1983 B, p.34; August 28-29, 1981 B, p.14; July 23-24, 1981 B, pgs.3-5)

Projects Affecting the Labour Movement (CLC, NUPGE, OFL)

In the future, when OPSEU undertakes projects which have a potential impact across the labour movement (e.g. testing of video display terminals) we will invite the OFL and its affiliates to join in the project with us.

(August 28-29, 1981 B, p.26)

Section 2 - Canadian Labour Congress, National Union of Public and General Employees and the Ontario Federation of Labour

Reports from Representatives (CLC, NUPGE, OFL)

The President of OPSEU will direct any and all OPSEU representatives on the CLC, NUPGE or OFL Executive Boards as well as any and all OPSEU representatives on committees of the CLC, NUPGE and OFL, as to the format and frequency of, written reports expected to be provided to the President of OPSEU.

(January 24-25, 1985 B, p.27)

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Section 3 – Communications

Advance Copies to Regional Offices

Before information is sent out to the members, advance copies shall be sent by courier, e-mail or fax to regional offices for immediate distribution to the Executive of Locals.

(March 22-23, 1979 B, p.23)

Awards: Best Local Newsletter

The Editors' Weekend, approved by the Executive Board for 1992, should become an annual affair to promote better newsletters, with a budget line added to the communications department to cover costs.

(August 30 – September 2, 1993 B, p.22)

Bilingualism: Documents

When documentation is to be distributed to a Local that is designated as requiring French services, said documentation shall be provided in both official languages at the time of release.

Documentation that is to be distributed to a negotiating team that represents Locals designated as requiring French services shall be provided in both official languages at the time of release.

Documentation that is to be distributed to all OPSEU members shall be available in both official languages at the time of release.

Lorsque des documents doivent être distribués à une section locale désignée à l'égard des services en français, ces documents seront fournis dans les deux langues officielles au moment de leur publication.

Les documents devant être distribués à une équipe de négociation qui représente des sections locales désignées pour la prestation de services en français, seront fournis dans les deux langues officielles au moment de leur publication.

Les documents devant être distribués à tous les membres du SEFPO seront disponibles dans les deux langues officielles au moment de leur publication.

(September 18-19, 2002, B, p.37)

Bulletins/Publications: Approval by the President

Any bulletin or publication to be distributed to OPSEU membership, emanating from Head Office must be approved by the President and be sent out over the signature of the President.

(December 16, 1975 B, p.22)

Circulations to Local Executive Committees

Any communication being circulated to any of the Local Executive Committees must be forwarded immediately to all Board Members. This does not include notices of meetings which are centrally administered and/or funded which have received prior approval.

(August 25, 1983 B, p.12)

Section 3 – Communications

Electronic Bulletin Board

Pertinent information from OPSEU head office will be disseminated on the Metro Toronto Area Council (MTAC) Bulletin Board. The Executive Board reserves the right to withhold and erase information from the bulletin board whenever membership rights/confidentiality are presumed to be violated.

(June 8-9, 1994 B, p.24)

Gender Neutral

Any document produced either by OPSEU or as a result of a negotiation of which OPSEU is party (e.g. collective agreement) shall be gender neutral.

(October 19-21, 1993 B, p.40)

Generic Language

OPSEU will progressively translate all Union publications, expense forms and materials into generic language accessible to all members, regardless of sector.

(October 19-21, 1993 B, p.40)

Incorrect Information

Where, in the opinion of a Administrator, the contents of Local communications to be disseminated by Head Office are incorrect, misleading or contrary to Union policy, s/he shall bring the matter to the attention of the Officers, indicating the items which, in his/her opinion, require change and the reasons therefor.

(July 9-11, 1972 B, p.13)

In Solidarity: Newsletter for Stewards and Activists

OPSEU will fund a bi-monthly newsletter for activists. The newsletter will be steward driven by reflecting stewards' experiences and concerns. It will include practical tips on stewardship and internal organizing for our membership.

To ensure an editorial board composed of interested and competent members, the ***In Solidarity*** Board will be elected annually from the local newsletter editors at OPSEU's Editor's newsletter conference. The ***In Solidarity*** board will be made up of five members whose term will commence on November 1st of each year.

The ***In Solidarity*** Board will elect a managing editor for a term to be decided by the ***In Solidarity*** Board. The intention will be to rotate the position among those interested and capable. The managing editor will be responsible for organizing editorial board meetings and ensuring assignments are completed.

To assist the editorial board and to ensure good communications, the Executive Board will elect one EBM by November, who will sit on the ***In Solidarity*** Board for one year as an ex-officio member.

The editorial board will be charged with ensuring ***In Solidarity*** works toward its goal in a non-partisan manner. It shall be the determinant of what material shall be included in each issue. The editorial board will perform this role free from political interference from other OPSEU members, but will accept guidance from the Executive Board or Annual Convention.

Section 3 – Communications

The following editorial policy will guide the editorial board:

This publication is dedicated to ensuring we have enough active and educated stewards in every workplace to represent our members well. It is a vehicle for the free flow of information and discussion from the central union to steward and back, and from steward to steward to steward.

The content and editing of this newsletter will be determined by rank and file activists. We want members to feel ownership of ***In Solidarity***, and view it as independent of any particular segment of the union.

Content will come from our own huge base of activists, from staff and from other labour sources. Where an article has a by-line (i.e. the author is identified), the views are those of the author and not necessarily the views of OPSEU. If no author is identified, the article represents OPSEU policy.

While we welcome your contributions, we ask that these be constructive. All articles should be signed and give your local number, should contribute positively to the welfare of this union and its members, and we will accept only constructive criticism of union members or their actions.

It is not our intention to become involved in staff-bashing or member-bashing. If a person or office is named in an article, we will give that person or office the opportunity to respond in the same issue as the article appears.

We hope that this will allow for a positive balance between our responsibility as editors and your right to express ideas and opinions freely. We encourage thoughtful discussion of all related issues and reserve the right to edit for length and clarity, and to reply to those that seem to reflect a misunderstanding of the union and its policies. We look forward to hearing from you.

The communications department will continue to provide the staff resources that are required to produce the newsletter. These include: a staff liaison member to attend editorial board meetings, provide technical advice, assist with in-house liaison, a mailbox for feedback, faxes and prospective articles, access to the necessary computer equipment, assistance from our graphic designer for logos or layout. If there are further needs identified, the requests must be reasonable considering the department's workload and should be made through the Administrator.

(December 7-9, 1994 B, p.18)

Labor Notes Subscription

OPSEU will continue its subscription to Labor Notes magazine on an ongoing basis (subject to review as part of the annual budgetary process), by ordering a monthly bundle of 100 copies for the Board, Department Heads, Research Staff, Regional Offices and Library, at an estimated cost in 1993 of \$700 to be drawn from the approved budget of the library.

(February 18, 1993 EC, p.2)

Local 999

OPS Local Executives, Bargaining Council Members, Stewards and EBMs will make a major effort to identify and inform non-members who are currently listed on OPSEU's membership computer as Local 999 (OPS members who have not signed union cards). These lists will be provided regularly.

(July 19-20, 1995, p.19)

Section 3 – Communications

Minority Rights Issues

Courses, educational material, campaigns and publications will feature on-going covering of the needs and activities of minority members.

(February 24-25, 1988 B, p.15)

OPSEU Publications: Authority

The President, or in his/her absence the First Vice-President/Treasurer, shall have complete authority regarding approval of the content of OPSEU's website or other publications prior to publication.

(January 26-27, 1973 B, p.18)

OPSEU Publications: Executive Board Members Directory

OPSEU's website and other publications will contain a directory of the names, addresses and telephone numbers of Executive Board Members, by region.

(October 30-31, 1985 B, p.41)

OPSEU Publications: Website

The French language version of the OPSEU website will be kept up to date and contain all relevant information concerning job opportunities, just like the English version of the website, and every position posted in English will be also posted in French, whether it is a unilingual English or a bilingual position.

(Convention 2010, p.33)

Orientation Package for New Members

Head Office will develop an orientation package with standardized information to be made available to all Locals who can supplement the package with Local information and distribute to all new members.

(November 19-20, 1983 B, p.29-30)

Polls

All polls conducted in the name of OPSEU are to be forwarded to the President's office for distribution to the Executive Committee.

(June 17, 2015 B, pg.6)

Video Library

A video lending library will be set up in the library at head office, with annual funding for purchase of videotapes. The video library should come under the direction of the librarian who will design rules for the lending system, including fines for late return of videos, purchase of videos, and will regularly send an updated list of titles to be distributed to all locals.

(August 30-September 2, 1993 B, p.25)

Withering Trillium Award

This award will be given on a monthly basis to a management person or employer, where OPSEU has bargaining rights. The award will be given to the management person or employer that demonstrates, in the finest tradition of management, a complete lack of understanding, skill, knowledge, fairness, or competency. The Communications Division will choose the award recipient from submissions from members and staff. The recipient and description of why that person or employer received the award will

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be communicated to the media and membership.
(July 22, 2004 B, p.9)

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Accommodation

As of January 1, 2016, members will provide their rooming information along with their registration details and the accommodations will be booked centrally on their behalf. The Request for Accommodations Form will be included with the first mailing of convention documents. Members will still be responsible for payment of all hotel charges at checkout and hotel bills will still need to be submitted for reimbursement using a member expense claim form.

(December 16-17, 2015 B, p.19)

Delegates must book into the convention hotel, or their room costs will not be paid.

(August 21-22, 1980 B, p.13; February 23-25, 1978 B, p.33)

OPSEU will use unionized hotels for annual convention overflow.

(December 7-9, 1994 B, p.28)

Accommodation: Extra Night

Delegates requiring any extra night(s) accommodation beyond adjournment of Convention, must have prior approval by the First Vice President/Treasurer's Office in order to have expenses paid by OPSEU and members must submit rationale to the First Vice President/Treasurer's Office for consideration.

(September 19-20, 2012 B, p. 14)

Accommodation Fund: Disabled Members

WHEREAS any disability related costs, for example sign language interpretation, production of materials in alternative formats, etc., should be paid for from a central fund and not from the individual department's budget;

THEREFORE BE IT RESOLVED THAT an Accommodation Fund as a line item be included in the annual OPSEU budget, beginning at \$25,000 to cover these costs; and

BE IT FURTHER RESOLVED THAT this be reviewed on an annual basis and adjusted accordingly.

(April 4-6, 2002 C, p.23)

Audit of Convention Facilities and Operations

WHEREAS unions function best when all their members are able to participate fully in the unions activities; and

WHEREAS persons with disabilities face barriers to their full participation in OPSEU at the local regional, and provincial levels;

THEREFORE BE IT RESOLVED THAT OPSEU complete an audit of its convention and other meeting facilities and their operations so that it may identify and remove all barriers that prevent the full participation of persons with disabilities at OPSEU conventions.

(April 4-6, 2002 C, p.44)

Agenda

There will be a fifteen (15) minute equity update at every Convention.

(April 2-3, 2014 B, p.13-14)

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The OPSEU Convention will adjourn on the last day of Convention at 12 noon
(December 12-13, 2012 B, p.9)

Every regional meeting and convention will hold a minute of silence for the loss of our dear brothers, sisters, friends, and family. This will be the first order of business after the Statement of Respect.
(April 21, 2009 B, p.11)

The first and second reports of the Resolution Committee shall be timed reports of not less than one and a half (1.5) hours in length each, and the first and second reports of the Constitution Committee shall be timed reports of not less than one and a half (1.5) hours in length each. Any major policy papers put to the Convention shall be timed presentations in their own right and not be included in the time allotted to the first and second reports of the appropriate committee.
(January 27-29, 1998 B, p.12)

Guest speakers will be limited so that Convention business takes priority and can be conducted.
(September 16-18, 1992 B, p.37)

Assignment

OPSEU will not use alternate delegates to do the work of OPSEU staff at annual convention.
(September 9-10, 1998 B, p.15)

Alternates that are attending the OPSEU Convention shall be assigned to cover as many duties as possible at regional meetings and at the OPSEU Convention.
(October 23-24, 1996 B, p. 31)

Attestation of Delegate Status

Local Executive Committees will be required to submit the minutes of the meeting at which they or their Locals elected delegates for regional meetings and Convention with their credentials.
(September 19-20, 2012 B, p.24)

With respect to the Attestation of credentials two signatures are required on all delegate credentials.
(March 5-6, 2003 B, p.15)

Awards: Health and Safety Awards: OPSEU Individual and Locals

1. At each annual convention an award will be given to the local which has made the most outstanding contribution to advancing our members' interests in the area of occupational health and safety.
2. The award will be decided by the Executive Board.
3. Nominations of locals for consideration for this award shall be received thirty days prior to the annual convention.
4. Nominations may be made by any regional vice-president, or board member, or any staff member (only through the president).
5. Nominations must include a brief statement indicating the nature of the outstanding achievement for which the award is warranted.

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6. No Executive Board Member whose local is under consideration may vote on this award.

It was noted that the awards would take the form of plaques.

(May 3, 1984 B, p.10-11)

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Awards: Honorary Lifetime Membership Roll

OPSEU will establish a special Honorary Lifetime Membership Roll so that the Union can enrich itself by honouring a living tradition. The recipient and spouse will be invited to the Convention as guests, a plaque and scroll noting service to the community and to the members of OPSEU will be presented.

(October 22, 1987 EC, p.9)

Awards: Honorary Membership

Two Types of Membership

There appears to be inherent, in the Constitution, provision for two types of honorary membership:

- one for retired members and
- one for outstanding or distinguished contributions to the labour movement.

1. Retired Members - Honorary Lifetime Membership

For retiring members, this is something that can be bestowed on the recommendation of the locals. It should not be an automatic thing that one receives upon retirement, but rather something to recognize his/her contribution to OPSEU while an active member. The membership here should be limited to honorary lifetime membership in his/her local, or if there is further reorganization, to the succeeding local.

An honorary lifetime member should be given the privileges of Retired Members as outlined in Section 6.11 of the Constitution and the fact that they have been considered deserving of honorary membership should entitle them to having the \$10.00 dues waived. Such a practice would also discourage locals from expecting every retired member to be made an honorary member. This membership should be given only upon relief from the work force. That way nobody still active in the union, or for that matter in any other role, can be made a lifetime honorary member. This membership should be known as "Honorary Lifetime Member".

Criteria

To be eligible for an "Honorary Lifetime Membership" a person must:

- have made significant contributions to his/her OPSEU Local or to the union as a whole.
- have been a member in good standing of OPSEU for at least 10 years.
- have retired from full-time employment for any reason cited in Section 6.11 (OPSEU Constitution)
- have his/her name put forward to the Executive Board by his/her local or be recommended by the Board.
- must not be an active employee of OPSEU.

Honorary lifetime memberships should only be granted upon retirement from employment, not for retiring presidents, board members or other executive positions. Such events can be marked by local presentations, or by presentations at regional meetings.

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OPSEU selects no more than three (3) names annually for Honorary Lifetime Membership.
(March 6, 1998 B, p.5)

2. Persons of National Stature - Honorary Membership

This is the type of membership that could be given to any friend of OPSEU or friend of labour. Such a membership should not be bestowed lightly or routinely. It is this type of membership that the Board should regard as a most coveted distinction.

Persons that should be considered for such a membership would be those such as - a political figure who has fought for the rights of labour; or an arbitrator or academic who has aided labour's objectives.

This membership should be reserved for persons of national stature. A scroll or other certificate should be presented to this type of honorary member and, if the occasion warranted, such as being the special guest speaker at a convention, the individual could be presented with a small gift. Care must be taken not to hand out too many honorary memberships to friends or the gesture will become meaningless, something like Confederate money. Nor should an honorary membership of this nature bring with it a lavish gift - any true trade unionist will appreciate the gesture and not worry about the gift. This membership could be known simply as "Honorary Member".

Criteria

For "Honorary Membership" a candidate must:

- be a person of significant stature and have made a true contribution to labour.
- not be an active member of OPSEU.
- not be an employee of OPSEU.
- not hold a seat in the Legislature of Ontario.
- not be an employee of the government of Ontario, or any board, corporation, or any other body which employs members of OPSEU.
- the intention of Honorary Membership it is to honour those who have served OPSEU as well as either a member or a friend. In order to keep these memberships meaningful, neither must be something that is handed out readily or routinely. These rather rigid guidelines no doubt will exclude some people, but do allow for recognition of significant contribution.

Summation

The two types of honorary membership should be given out on the occasion of the convention. Gifts are not necessary, however, if gifts are given, a dollar value limit should be set by the Board, or containing the honorary membership card.

(May 3, 1976 B, p.19)

Awards: Humanitarian Award - Stanley H. Knowles

OPSEU's Executive Board will establish a Humanitarian Award on an annual basis to be conferred as the Stanley H. Knowles Humanitarian Award, subject to suitability of candidates. The award is to be bestowed on individuals, or groups who exemplify the spirit, dedication and ideals of its first recipient Stanley H. Knowles.

(November 4-5, 1987 B, p.21)

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Awards: Human Rights Awards: to OPSEU Individual and Locals

At each annual convention OPSEU will present two human rights awards. One award will be presented to the local and the other award to the individual member who has made a significant contribution to the advancement of Human Rights issues and principles of equity in the Union.

Nominations can be made by any member, local, member of the Executive Board, staff, the Provincial Human Rights Committee, Regional Human Rights Committees, the Provincial Women's Committee, the Provincial Young Workers Committee, the Rainbow Alliance and the Disability Rights Caucus.

The individual and local nominations will be collected and reviewed against the criteria below.

Nominations will then be voted on at an Executive Board meeting. The award presentation to the winners (the individual and the local) will take place at Convention each year.

Nominations must include information which outlines the nature of the contribution made by the member/local which could include, but is not limited to the following:

- Organizing and educating members around Human Rights and Equity issues in the workplace and community;
- Organizing and educating members to ensure that the workplace and Union are harassment and discrimination free zones;
- Ensuring that the local's decision making processes are guided by the principles of access, equity and human rights;
- Confronting human rights violations wherever and whenever they occur;
- Ensuring that the employer and the Union comply with the provisions of the Ontario Human Rights Code and OPSEU's Harassment and Discrimination Policy;
- Providing assistance and support for members who experience harassment and discrimination (May 20-21, 1998 B)

Awards: Leah Casselman Award for Mobilization - Individual and Local

OPSEU's Executive Board will create an award in recognition of the contributions made by Leah Casselman. The award will be named the Leah Casselman Award for Mobilization and will be awarded to the local and individual who exemplifies the spirit and intent of mobilizing to win. Recipients' names will be displayed on a large plaque hung at OPSEU head office.

(March 7-8, 2007 B, p.24)

Awards: "Live and Let Live" Award

A "**Live and Let Live**" award will be presented annually at Convention to the local that promotes, advances and advocates on behalf of this fund/cause.

(Convention 2003, p.9) (See details at S.5-4)

Awards: Tim Brown Award

The Executive Board along side with the OPSEU Aboriginal Circle establish an annual award in honour of Tim Brown to recognize an Aboriginal, Metis or Inuit person who has made outstanding contributions to advancing the voice of Aboriginal people in OPSEU and the labour movement.

(September 15-16, 2010 B, p.12)

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Nominations: Communication to the Executive Board

The final call for convention nominations will be communicated by the Corporate Secretary to the Executive Board seven days prior to the deadline.

(January 23-24, 2002 B, p.20)

Committees: Constitutional Committee - Terms of Reference

In accordance with Article 13.9 of the Constitution, the Executive Committee of the Union has provided the following specific guidelines for the operations of the Constitutional Committee:

This Committee shall:

1. Meet before the opening of the Convention to consider all amendments duly submitted in accordance with Article 13.8 of the Constitution;
2. Omit from the convention manual those amendments that are submitted contrary to Article 13.8 namely, late amendments and those submitted without the required accompaniment of signed minutes of the meeting at which they were adopted. Such minutes must contain evidence that a quorum was present and that each amendment was presented and voted upon separately;
3. Have the authority to combine identical, or similar constitutional amendments, and those having the same general intent or those relating to the same subject, and to present composite, substitute, or amended constitutional amendments to the Convention;
4. In moving adoption of resolutions, make recommendations for or against adoption, or for referral, or make no recommendation;
5. Have the authority to give reasons for its recommendations, either orally or in the form of introductory ("WHEREAS") clauses, which may not have been included in the original submission;
6. At its first appearance (report) before the Convention, present a time-table and list of priorities for all constitutional amendments;
7. Deal promptly and in accordance with the sense of the Convention with all referrals "with instruction" back to the Committee and treat such referrals as a matter of priority.

The Committee shall also have the authority to interpret and translate a generally-stated amendment into precise constitutional amendments and to introduce related changes required by a given amendment.

The Constitutional Committee is empowered to call any member of the Executive Board before it to provide whatever information s/he may have that is relevant to a particular constitutional amendment. The Committee should also endeavour to clarify constitutional amendments, if necessary, by asking representatives of the body submitting the amendments to come before the Committee and explain the intent. It is to be noted that such meetings are for clarification purposes only, not debate or argument.

In its function of combining, clarifying, ordering, moving and explaining resolutions the Committee should bear in mind at all times that its purpose is to expedite the orderly transaction of the Convention's business and that, as a Committee of the delegates, it is answerable to and the servant of the Convention. As such, the Committee must take care to be guided by the wishes of the Convention.

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To expedite the printing of a revised Constitution the Committee is directed to prepare a report for the President showing the disposition of all amendments dealt with by the Convention. This report should be in the hands of the President within 30 days of the adjournment of the Convention.

(June 19, 1985 EC, p.6; June 9, 1976 EC, p.2)

Committees: Credentials Committee - Terms of Reference

1. To receive and rule on complaints and/or irregularities regarding delegate credentials.
2. To allow or refuse entry to the Convention floor, to any persons whose delegate credentials are in dispute.
3. To rule on and supervise the transfer of credentials from delegates to alternate delegates at Conventions in accordance with article 13 of the Constitution.

The Committee reserves the right to review its terms of reference as circumstances dictate, subject to the approval of the Executive Committee.

(June 9, 1976 EC, p.1)

Committees: Credentials Committee - Guidelines for Operation

1. The duties of the Credentials Committee of the Convention are to scrutinize the credentials of delegates, alternates and observers, verify their entitlement to attend in the capacity sought, ensure that the Constitution is followed in respect to credentials, rule on disputed credentials (subject to any appeal to the Convention), and make reports to the Convention, as required, as to the number of registered delegates, alternates, observers and guests.
2. Irregularities in credentials:
 - If an irregularity is noted at the convention registration desk, the potential delegate/alternate/observer (D/A/O) is referred to a member of the Committee, who identifies the D/A/O by OPSEU card and Local number, and checks the convention registration binder for local and name. If verified in the binder, the Committee member initials the binder copy in red, escorts the D/A/O to the registration desk and initials the master printout in red. The registration staff will then issue the required credential.
3. If there is no documentation in the convention registration binder, and the potential D/A/O has a photocopy, the Committee member initials the copy in red and places it in the binder, escorts the D/A/O to the registration desk and initials the master printout in red. The staff then issue the required credential.
4. If there is neither documentation nor photocopy, the potential D/A/O must be verified as duly elected by minutes of the local meeting or by an affirmation form signed by an EBM from the region and/or staff representative and/or the local president. The Committee member initials the affirmation form in red and escorts the D/A/O to the registration desk where the master printout information is added. The Committee member initials the printout in red and a credential is issued by the registration staff.
5. Where a D/A/O presents all copies of the credential form, the Committee member keeps the file copy in the binder and initials it in red, escorts the D/A/O to the registration desk where printout information is added, and initials the printout. A credential is then issued.

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6. Escorts/aides for handicapped delegates/alternates/observers:
 - Escorts/aides are issued guest badges at the registration desk. The Committee member signs the guest register. The D/A/O is escorted by the escort or aide to a staff member at the door of the convention, to be taken to the appropriate area of the floor. The escort/aide remains in the observers' section.
7. Lost delegate/alternate badges:
 - No replacement badge may be issued. The member may be issued an observer or guest badge only.(October 13-14, 1988 B, p.10)

The Board adopted the report of the Credentials Committee:

- A. Many members still forget their credential forms and are quite annoyed to have to be signed in. The committee suggested an extra point in the guidelines explaining this procedure, hopefully this may help flag for members the importance of bringing their forms. Executive Board Members are only entitled to sign in members from their own regions.
 - B. Every year a few credential badges get lost or misplaced. The guidelines should emphasize the importance of careful handling of their badge. Only one will be issued. If they lose their badge, they become an observer to the Convention.
 - C. Some locals for various reasons are not able to hold elections until the very last minute. They have been faxing their credential forms in to meet the deadlines, however, they overlook providing us with the original forms. The guidelines must clearly state no photocopied or faxed credentials allowed. The originals must be filed with convention office to be in the credentials binders.
- (April 4-5, 1995 B, p.20)

Committees: Resolutions Committee - Terms of Reference

1. Upon receipt of proposed resolutions, where several identical or nearly identical resolutions are submitted, select one of such resolutions as being representative of all, and print only that resolution in the convention manual, taking care to identify all locals that submitted such resolutions.
2. Examine all proposed resolutions having collective bargaining implications, determine which are specific contract demands (as opposed to general bargaining objectives of the Union), and refer such specific contract demands back to the submitting body with the recommendation that they be presented at demand-setting meetings.
3. Omit from the convention manual those resolutions that are submitted contrary to Article 13.8, namely, late resolutions and those submitted without the required accompaniment of signed minutes of the meeting at which they were adopted. Such minutes must contain evidence that a quorum was present and that each resolution was presented and voted upon separately.
4. When preparing the Committee's report to the convention, check where possible with the originating body when the intent is not clear, so that a resolution can be clarified by changing words.

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5. Combine similar resolutions into one resolution encompassing the spirit of several, or prepare composite resolutions which may be the sum of several resolutions (but which may be different from any of the submitted resolutions), and thus attempt to build the broadest consensus for a complete policy resolution.
6. Divide the resolutions into categories (such as internal, economics, politics, industrial relations) and within categories, assign priorities on the assumption that there may not be time to deal with all resolutions in every category.
7. Make recommendations to the Chair of the Convention on the classification of emergency resolutions; to be classified by the Chair of the Convention as "Emergency", a resolution must deal with a matter that is urgent, important, or unexpected.
8. Resolutions submitted which are already OPSEU policy, shall be returned to the submitting body. (June 19, 1985 EC, p.6; June 27, 1983 EC; March 3-4, 1983 B; February 1-2, 1981 EC)

The Board adopted the following report of the Resolutions Committee:

The conditions of acceptable submissions for Convention resolutions and constitutional amendments will be provided in current instructions in the Convention document, included in the first Convention call, titled, *"Your Guide to Resolutions and Constitutional Amendments."*
(January 22-23, 2014 B, p.9)

The existing rules will remain, but clearly state that two separate sets of signatures are required, one set of signatures on the minutes of the local meeting with quorum at which the resolutions were debated and on which there were separate votes; and one set of signatures on each of the voted upon resolutions. These procedures should continue so that the convention is assured that the submitted resolutions reflect the will of the submitting body.

Technical defects could be repaired by the submitting body and the missing information, signatures, minutes, etc. would be received by the committee up to the printing deadline of the resolutions book, provided that the resolutions themselves were received by the deadline for submission.

Since the resolutions submission deadline is set by constitution, the options to provide relief or assistance are limited. It was agreed that the chair of the resolutions committee would send a letter to division chairs with a copy to the president, supervisor of job security and the resolutions committee, reminding them of the deadline. It was also agreed that the job security unit and the division chairs should take the resolutions deadline into account when deciding on the dates for their division meetings.

"Endorsed" by the Board does not make these resolutions the property of the Board. Such resolutions must still be submitted by the original body to the convention through the usual procedures as amended by this document.

The first report of the Resolutions Committee will be distributed in convention kits at registration, which brings it in line with the practice of the Constitutional Committee.
(April 4-5, 1995 B, p.23)

Committees: Priority Items

At the OPSEU annual convention, the chairperson of each committee will meet to discuss their priority items, the time required to submit them to the convention and the order in which they will be presented

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and this order will be given to the convention chairperson.
(September 17-18, 1987 B, p.16)

Committees: Wrap up meetings

Any convention committee who has a post-convention wrap up meeting utilize web-conferencing.
(June 13-14, 2012 B, p.16)

Dates

WHEREAS prior conventions have been in conflict with religious holidays and have excluded some members from participation;

THEREFORE BE IT RESOLVED THAT OPSEU make a conscious effort to plan around these religious dates to avoid members' conflict.
(December 7-9, 1994 B, p.48)

Delegates' Kits – Contents

OPSEU will provide in every delegate's kit a list of all Locals and whom they represent.
(November 1-4, 1984 C, p.19)

All meeting notices and delegate sheets will contain the phone number of the meeting place.
(April 23-25, 1992 C, p. 48)

Distribution of Material on Convention Floor

Executive Board Members be allowed to distribute materials on convention floor in their respective regions regarding activities and information related to their respective regions. All materials must indicate that they have been authorized by an Executive Board Member of that region.
(March 10-11, 2004 B, p.6)

Donation Requests

All requests for donations shall be made in writing.

One collection will be taken from the floor.

The donation amount collected on the floor will be matched by OPSEU to a maximum of \$5,000.00 and the total amount will be announced to the Convention Delegation and recorded in the Convention minutes.

The amount collected and matched will be split evenly among the requests.

Prior to contributing to donation appeals, the following procedures will apply:

1. All requests must be in writing.
2. The form will be placed in the Convention kits and additional copies will be available on Convention Floor.

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3. The Convention Donations Form can only be completed by a Convention Delegate.
4. All requests must be for specific/direct assistance to OPSEU members, who must be members in good standing in order to receive any funds. General donations (service clubs) or sponsorships (walks/rides/runs etc.) will not be considered.
5. One collection will be taken on the floor.
6. All donation requests must be received by Convention Floor staff prior to adjournment.
7. The donations, with the First Vice-President/Treasurer's recommendations, will then be forwarded to the OPSEU Executive Committee for their deliberation at the June Executive Committee Meeting.
(Convention May 6-9, 2015)
8. A 2/3 majority is required to approve disbursement of the donation funds.
(September 19-20, 2012 B, p.18; April 16-18, 1998 C, p.7; January 27-29, 1998 B, p.12)

Duration

All future conventions will open on Thursday and adjourn on a Saturday at 12:00 noon. The convention will be held in late April or May.

(December 12-13, 2012 B p.8, February 3-5, 1989 C)

Election Procedures: Bear Pit Sessions

1. The Bear Pit sessions for the positions of President and Vice-President shall be held separately and in that order. A candidate nominated for both positions may participate in both bear pit sessions.
2. Only delegates may ask questions and the questions must be submitted in writing in advance, to be drawn by the bear pit chairperson at a time and place to be announced at the convention. The delegate entering the question must be present for the draw which will determine the order of questions. No duplications will be permitted.
3. Delegates whose questions are drawn must stand at a microphone to be recognized in the order drawn.
4. Questions must be directed to all candidates. Questions must be limited to one minute. Questions must be asked as written by the originator of the question. Statements must not be made by the questioners. No supplementary questions will be permitted.
5. Questions will be answered by the candidates in the order determined by the initial lot drawn by the chairperson except that the candidate to answer first shall also be rotated in accordance with the initial lot.
6. Answers will be limited to one minute.
7. A timekeeper will flash a signal indicating thirty seconds.

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8. At the conclusion of the bear pit session each candidate may make concluding remarks to a maximum of three minutes.
9. The duration of each bear pit session will be one hour.
(June 8, 1982 B, p.40)

Election Procedures: Candidates' Election Space At OPSEU Convention

The campaign expenses of candidates seeking office in OPSEU are the responsibility of the candidate's campaign.

This resolution does not negate any candidate's entitlement to normal expenses under OPSEU's expense policies.

OPSEU will not be responsible for any campaign expenses of a candidate seeking election to a position within OPSEU.

A candidate will not be reimbursed from OPSEU for any expenses beyond those to which non-candidates are entitled.

(December 7-9, 1994 B, p.15)

Election Procedures: Full Time Officers

1. Nominations for President and First Vice-President/Treasurer shall be in writing and bear the signature of the nominee and the nominator.
2. Nominations will be filed with the chairperson of the Credentials Committee.
3. Nominations for the office of President shall be held on the day prior to the elections.
4. The last call for nominations shall be made before the first nominator is allowed to speak.
5. The nominator is allowed up to two minutes to introduce a Presidential candidate.
6. Nominations for First Vice-President shall be declared open at the conclusion of the nominators' introduction of Presidential candidates.
7. The last call for nominations shall be made before the first nominator is allowed to speak.
8. The nominator is allowed up to two minutes to introduce a Vice-Presidential candidate.
9. A bear pit session will be provided for on the day prior to the elections.
10. The convention will recess at 3:00 p.m. on the day prior to elections and up to one hour per office shall be allocated for the aforementioned bear pit session.
11. Presentations by Presidential candidates shall be the first order of business on the day of the elections.
12. The order of presentations will be decided by draw. The chairperson conducting the election shall make the draw.

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13. Presidential candidates are allowed up to fifteen minutes to make a presentation.
14. The election of the President will follow.
15. Presentations by Vice-Presidential candidates will follow the election of the President.
16. The order of presentations will be decided by draw. The chairperson conducting the election shall make the draw.
17. Vice-Presidential candidates are allowed up to ten minutes to make a presentation.
18. The election of the First Vice-President/Treasurer will follow.
(March 5, 1982 B, p.6)

Election Procedures: Polling Booths - Election Purposes

Polling booths will be set up for election purposes for casting ballots. (January 18 -19, 1980 B, p.16)

Election Procedures: Scrutineer

Each candidate for President and First Vice-President/Treasurer is permitted to select one scrutineer per region.

(November 5-6, 1986 B, p.28)

Election Procedures: Vice-Presidents – Order of Precedence

Before the delegates set the order of precedence among the seven Regional Vice-Presidents (Constitution Article 14.9), the Vice-Presidents who wish to do so may speak for up to two minutes.

(May 1978, B, p.27)

Executive Board Report: First Item on Agenda after Financials

The Executive Board Report must be the first item on the agenda after the financial report to deal with the Corporations Act requirements and must also have been approved by the Board.

The report discussions must be divided into three sections:

1. Corporations Act required motions;
2. Discussion of future OPSEU directions;
3. Motions or actions the Board is going to take.
(April 27-29, 1995 C)

Executive Board Report: Aboriginal Circle/Francophone Committee/PHRC/PWC/PYC Reports

The Aboriginal Circle, Provincial Francophone Committee, Provincial Women's Committee, Provincial Human Rights Committee and Provincial Young Workers Committee will prepare and submit to each Convention a report of the previous year's activities. For ease of filing, the reports may be appended to the Report of the Executive Board and the contents may be debated by the delegates.

(April 19-21, 2012 C, p.6; April 6-9, 2011 C; p.28; April 20-22, 2006 C, p.27; March 8-9, 2006 B, p.20; September 9-10, 1998 B, p.15)

Section 4 – OPSEU Convention

Executive Board Report: Summary Reports

The Chair of every board committee shall submit a summary report of the committee's activity to the Executive Board at the January Board meeting of every year so that the report can be properly edited into the Board Report to convention.

(September 9-10, 1998 B, p.15)

Hospitality Suites

There will be a hospitality suite for each region paid for by head office at OPSEU conventions.

(January 24-25, 1985 B, p.23)

Information Table

Specific table(s) are to be set up off the Convention floor to allow: campaign material; petitions (postcards, etc.) and information from affiliates to be displayed, signed or picked up by people attending OPSEU's Convention.

(January 24-25, 2001 B, p.18)

Microphones: Convention

1. There will be 16 microphones for the exclusive use of delegates, 8 - "pro" and 8 - "con"; these will be distributed across the convention floor and will be designated for use only by delegates from the particular region in which they have been placed.
 2. There will be two microphones in each section for the exclusive use of alternates and observers, 1 - "pro" and 1 - "con".
 3. All microphones will be consecutively numbered 1 - 20, except region 5 will have four microphones, two "pro" and two "con", - but not numbered consecutively with the original set. The Region 5 microphones will be numbered -- (1 pro, 2 con); and will be available for hearing impaired delegates from any region, for use in the regular manner of speaking order.
 4. On points for discussion open to the delegates on the floor, the chairperson will start at microphone no. 1 and work through subsequent microphones until closure/final vote on the point. Note that this procedure will mean speakers will be automatically alternating between "pro" and "con" arguments.
 5. On subsequent points open for discussion, the chairperson will open at the next following microphone. For example, if a previous discussion ended at microphone no. 7 (Pro), the next discussion will start at microphone no. 8 (Con).
 6. The chairperson or designate will control microphone numbers so that appropriate direction can be given to delegates.
 7. Delegates wishing to raise a procedural point, in accordance with the rules of order, may use either "pro" or "con" microphones in their region or section.
- (March 2-4, 1993 B, p.49)

Section 4 – OPSEU Convention

Observer: Status at Convention

A special observer status to convention will be offered to members who have been paying dues but do not have any local base.

(April 1-2, 1996 B, p.8)

Resolutions - Not Dealt With At Convention

The primary business of Convention will be to deal with all resolutions submitted by the membership through Locals, Area Councils and Divisions; and in the event there are resolutions outstanding from Convention, the Resolutions Committee shall be reconvened to make recommendations on the disposition of these; and the Chair of the Committee shall present these to the Executive Board for action at the second meeting of the Board following convention.

The Executive Board must decide the matter within four (4) months after Convention and report the decision back to the submitting body and all Local Presidents.

(November 6-8, 1987 C; November 7-9, 1986 C)

Any body submitting resolutions not dealt with by Convention will be notified, in writing, of the resolution's disposition, and the Board's rationale if the resolutions are not approved.

(April 18, 1994 B, p.10)

The Executive Board must decide the disposition of all resolutions not dealt with by Convention and prepare a report, including rationale, for those resolutions defeated. The report will be provided within four months and be included with the Convention minute mail out to all delegates that attended Convention

(Convention 2005, p.17)

All resolutions will be dealt with at the first Executive Board meeting following convention. The final Board decision on each Resolution will be shared with the submitting body (bodies) within one month of the Board minutes being approved.

(Convention 2010, p.52)

Resolutions: Passed At Convention, Action

All resolutions passed at Convention or those passed by the Executive Board shall be enacted as quickly as possible.

(December 7-9, 1994 B, p.46)

Resolutions/Constitutional Amendments: Equity Screen

All resolutions and constitutional amendments must be reviewed by OPSEU's Human Rights Officer.

The Human Rights Officer shall submit a report to each committee (copy to the Executive Board) identifying any resolutions or constitutional amendments that may be a potential violation of OPSEU's Harassment/Discrimination policy and/or the Ontario Human Rights Code.

(October 27-28, 1999 B, p.18)

Prior to the OPSEU Annual Convention, the Human Rights Officer (HRO) will attend a meeting of the Resolutions and Constitution committees and a meeting of the Executive Board, to review the PHRC report, and provide any supporting documentation or information regarding the HRO's recommendations.

Section 4 – OPSEU Convention

Upon receiving the HRO's report and recommendations the Executive Board will determine where it is appropriate to pull a submitted resolution or constitutional amendment for presentation to Convention.

The Executive Board will immediately apprise the committees and submitting Local(s) of its decision.
(April 5, 2000 B, p.17)

Tapes of Proceedings

The Union will make copies of OPSEU's Convention tapes available in all Regional offices for the use of all members.
(December 7-9, 1994 B, p.30)

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Section 5 – Donations/Funds

Factors in Determining a Donation/Procedure

Organizations requesting money for the first time will be asked to respond to the following questions and the responses will be provided to whichever body, executive board or executive committee is making the donation decision.

1. What need and segment of the population does the organization serve?
2. What percent of the budget goes to administration and overhead? (If applicable)
3. Are the employees unionized?
4. Have OPSEU locals in the community been asked to contribute?
5. Have OPSEU locals in the community endorsed the organization? Made contributions to it?
(December 7-9, 1994 B, p.15)

Prior to contributing to donation appeals, the following procedures will apply:

1. Request(s) for donation(s) must be presented at either the Officers' Meeting, Executive Board Meeting or Convention.
2. When a request for donation is deemed "URGENT" and none of the aforementioned are scheduled, the Officers will be surveyed either through conference call, fax or E-mail for approval.
3. The amount of donation will be left to the discretion of the aforementioned bodies; however no donation shall exceed \$10,000.00.
4. A 2/3 majority is required to approve disbursement of said donation.
(Convention 1998, p.6)

André Bekerman Bursary

OPSEU will establish a permanent \$1,500 bursary in honour of Brother André Bekerman's valued contribution to the trade union movement and to OPSEU.
(January 13, 2000 C, p.8; June 10, 1999 B, p.6)

Barbra Schlifer Commemorative Clinic

OPSEU will contribute \$1,500 annually to the Barbra Schlifer Commemorative Clinic.
(May 5, 2011 EC, p.4)

Bill Kuehnbaum Bursary Fund

OPSEU will contribute \$500 annually to the Bill Kuehnbaum Bursary Fund.
(August 19, 2004 C, p.9; May 29, 2003 C, p.4)

Brian MacIntosh Fund

OPSEU contribute \$500 annually to the Brian MacIntosh Trust Fund to assist CAS front-line workers in furthering their education.
(December 4, 2003 B, p.17)

Section 5 – Donations/Funds

Canadian Centre for Policy Alternatives

OPSEU will provide an annual standing donation to a maximum of \$10,000 to the Canadian Centre for Policy Alternatives.

(October 13, 2011, C, p.3)

Canadian Civil Liberties Association

OPSEU will contribute \$2,500 annually to the Canadian Civil Liberties Association.

(October 24-25, 1980 B, p.27)

Carol McGregor Scholarship

OPSEU establish an annual scholarship in the memory of Carol McGregor. This scholarship shall be in the amount of \$3,000 to assist member's children who have a visible or invisible disability, pursuing postsecondary education at the university or college level or in a trades' program.

(December 13-14, 2006 B, p.13)

Children's Fund

OPSEU will set up a Members' Children's Fund for medical emergencies, to be administered by the Executive Committee and \$10, 000 shall be set aside annually from the contingency fund for this purpose.

(December 12-13, 1991 B, p.10)

Curt Bishop Scholarship Fund

This annual \$2,000 scholarship, in part or whole, will be made available to any OPSEU member's child upon submission of an essay. Criteria can be found under Member Education (scholarships) on the OPSEU website. The winning essay(s) will be reviewed and decided by the OPSEU president or designee, a Local 521 executive member and a member of the PHSC.

(May 5, 2010 EB, p.3)

Donna Bryant Memorial Fund

OPSEU will contribute \$500 annually to the Donna Bryant Memorial Fund

(December 6-7, 2000 B, p.2)

First National Technical Institute (FNTI)

OPSEU will contribute \$3,000 annually to the First National Technical Institute (FNTI) – Prior Learning Assessment.

(March 11, 2010 EC, p.3)

Greater Toronto Area Injured Worker Resources Centre

OPSEU will contribute to the Greater Toronto Area Injured Worker Resources Centre, formerly known as Union of Injured Workers, an amount of \$2,500 annually.

(October 24-25, 1980 B, p.22)

Section 5 – Donations/Funds

Helen Kiss Memorial Bursary

OPSEU will donate \$500 annually to the Helen Mary Kiss Memorial Bursary for single mothers attending Carleton University.

(December 10-11, 1998 B, p.20)

International Solidarity Fund

OPSEU will establish an International Solidarity Fund with the following Principles to include: increase awareness of international issues within OPSEU and the community; broaden contact and cooperation with labour and social justice activists in other countries; work, consistent with union policies, with other labour organizations and non-governmental organizations, for improvements in education, social justice, trade union standards, human rights and standards of living of people in other countries.

The International Solidarity Fund be administered by the OPSEU Board in consultation with the Aboriginal Circle, Provincial Francophone Committee, PHRC, PWC, PYWC, other equity seeking groups and staff, and that this group will develop the process and terms of reference for accessing this fund.

OPSEU will apply to have the International Solidarity Fund become a registered charity to be eligible to attract matching funds for International work from the Canadian International Development Agency,

The funding for the International Solidarity Fund be supported out of membership dues at a cost of 48 cents per member per year.

(Convention 2003, p.12)

Larry Cripps Memorial Bursary

This annual bursary/scholarship shall be in the amount of Two-Thousand Dollars (\$2,000) to assist a dependant of an OPSEU member who is taking post-secondary education in a Police Foundations Course or a Law and Security (Corrections) Course.

(December 15-16, 2004, B, p.31)

LEAF – Women’s Legal Education and Action Fund

The annual standing donation for LEAF will be a single donation of \$10,000.

(September 21-22, 2011 B. p8; January 26-27, 2011 B. p.6)

Leonard Peltier Fund

OPSEU Executive Board approve a donation \$200 per month (retroactive to the close of the 2003 Convention) to the Leonard Peltier Fund.

(June 19, 2003 B, p.8)

OPSEU make an annual contribution of at least, \$5,000 to the Leonard Peltier Defense Fund (Canada) until Mr. Peltier has regained freedom

(Convention 2006, p.18)

Section 5 – Donations/Funds

Live and Let Live Fund

OPSEU adopts HIV/AIDS as our primary International issue and establishes a ***Live and Let Live Fund***. All locals are encouraged to contribute a minimum of one cent per member per month to the ***Live and Let Live Fund***. These contributions are matched centrally. Locals are encouraged to make this their fund-raising priority.

These funds will be disbursed at least twice each fiscal year to reputable organizations recommended by The Stephen Lewis Foundation.

OPSEU will develop a “***Live and Let Live***” award to be presented annually at Convention to the local that promotes, advances and advocates on behalf of this fund/cause. The normal process for Convention awards will be used.

The OPSEU ***Live and Let Live Fund*** will make 75 per cent of its annual donations to African-based organizations and 25 per cent to Ontario-based organizations.
(Convention 2003, p.11)

OPSEU implements the *Live and Let Live Fund*, as follows:

A Live and Let Live Fund Committee of one Board member and one staff resource from the Equity unit be established to administer the fund;

The Committee should:

- a) encourage donations;
- b) manage the funds appropriately;
- c) recommend to the Executive Board the organizations that are to be fund recipients, keeping in mind the 75 per cent African and 25 per cent Ontario based funding ratio;
- d) recommend the Local which should receive the annual “Live and Let Live” award to the Executive Board (to be developed); and
- e) report on the fund operations annually to Convention;

The fund be established as an activity within the General Fund, with funding for centrally matched funds identified as a line item in the budget;

The total funds are to be matched centrally by OPSEU against the Local’s and Area Council donations; and

Central OPSEU will match all donations made by locals and/or members towards the live and let live fund up to a total of \$50,000 annually.
(revised May 5, 2010 B, p.12)

OPSEU will investigate the possibility of establishing the Live and Let Live fund as a registered charitable fund.
(May 14-15, 2003 B, p.29)

Mayworks

OPSEU will contribute \$4,000 annually to Mayworks.
(April 17, 2012 EC, p3; March 11, 2010 EC, p.2)

Section 5 – Donations/Funds

National Movement for Harmony in Canada

OPSEU will donate \$5,000 annually to the National Movement for Harmony in Canada.
(August 24, 2006 C, p.6; March 5-6, 2003 B, p.32; October 26-27, 2000 B, p.29)

Northern Lights Funding

The Northern Lights Fund was established to provide special assistance to Locals from remote geographical areas to enable them to conduct the business of running the local. This funding is available for locals with difficulty in meeting the Constitutional requirement of having at least 4 LEC meetings and 2 General Membership Meetings per year with the amount of dues rebate they received under the standard rebate formula.

In granting special assistance under the Northern Lights Fund the following rules shall apply:

- Requests for financial assistance from the Local must be made in writing to the Regional Vice President to be forwarded to the First Vice-President/Treasurer. All requests for assistance must include a budget. The budget form should be the one provided by the OPSEU Regional Office.
- The amount requested will fund the year and will cover only the actual expenses for travel, accommodation and meals of one (1) General Membership Meeting and two (2) LEC meetings. One of the LEC meetings will be held at the same time as the General Membership Meeting.
- Assistance may only be given to a Local once during the calendar year and the maximum amount granted will be \$6,000 per year.
- At the end of the calendar year, if the Local renews its application for new annual funding, a reconciliation of the expenditure for the previous year's grant should be included.
- If there is no further request for annual funding, the Local must submit a reconciliation of the expenditure for the grant received at the end of the calendar year.
- In approving any requests for Northern Lights Funding, the following criteria shall apply:
- Applications for the upcoming year must be submitted no later than October 31 of the previous year.
- Trustee Audit Reports must be up to date at Head Office.
- All requests for assistance will be reviewed by the Regional Vice President and the First Vice-President/Treasurer prior to submitting for approval to the Executive Officers.
- All requests for assistance will have to be fully justified by the Local in terms of financial need. The decision to provide assistance will be made in accordance with the stated criteria.
(June 4, 2009 C, p.5; May 14-15, 2008 B, p.11)

Section 5 – Donations/Funds

OFL-Endorsed

The President will bring to the Executive Committee, with a recommendation, any OFL-endorsed request for financial assistance to another union, and will report to the Executive Board on a monthly basis.

(April 12-13, 1983 B, p.14)

Ontario Coalition for Better Child Care

The OPSEU Executive Committee approves the sum of \$1,000 as an annual standing donation to the Ontario Coalition for Better Child Care. This amount change will start with the 2002 membership year.

(March 6, 2002 C, p.4)

Ontario Workers Arts and Heritage Centre

OPSEU will contribute annually \$10,000 to the Ontario Workers Arts and Heritage Centre.

(June 12, 2008 C, p.2; April 16-18, 1998 C)

Our Times Magazine

Beginning with the 2000 budget, OPSEU will institute an annual standing donation of \$1,000 to ***Our Times*** Magazine, and an additional \$1,000 to be used for the purchase of subscriptions for use at educationals, etc.

OPSEU Locals will be encouraged to support ***Our Times*** through sustaining donations and subscriptions.

(January 13, 2000 C, p.5)

Peter Kormos Bursary

OPSEU will participate in the Peter Kormos Memorial Bursary – Brock University: Centre for Labour Studies annually in the amount of \$2000.00.

(May 29-30, 2013; B, p.4)

Rainford Jackson Education and Development Fund

In recognition of his contribution, OPSEU will establish the Rainford Jackson Education and Development Fund, and award \$5,000 annually to support organizations or projects which aim to reduce racism and improve the condition of minorities in our society through education and organization.

(February 3-5, 1989 C)

Regional Hardship Fund

Purpose of the Fund

Recognizing that OPSEU is a member-led social democratic union and has regional leadership who are in direct contact with the members and understand that some are facing financial hardship, the Executive Board has established a Hardship Fund to provide financial assistance for members in good standing who find themselves in dire circumstances. In addition, a Retired Member that has satisfied OPSEU Constitution Article 6.11 as a Member in good standing, is entitled to become and remain a Retired Member on payment of dues of \$10.00, will also have eligibility to apply to Regional Hardship funds.

Section 5 – Donations/Funds

Regional Hardship Committee

The Regional Hardship Fund will be managed by seven (7) Regional Hardship Committees to be elected at the Regional Meeting, commencing in 2009. Each committee will consist of a Chairperson, Vice-Chair, Secretary and Treasurer, each from different locals and selected by and from the Regional Hardship Committee. It is suggested that interested Members consult their local prior to the Regional Meeting as to indicate their intention to stand for nomination to this committee. Up to four (4) alternates shall also be elected at the Regional Meeting. An alternate can only replace an elected member when the elected member vacates the position permanently. If an alternate member replaces a member of this committee, the members may adjust the positions of the committee.

The Committees will be responsible for administering disbursement of the Fund based on member eligibility. The initial seven (7) committee chairs will meet with the current board committee to develop the hardship criteria. Prior to this criteria being developed, all Regional Hardship Committee members will attend in house training on Union Counseling. This training will continue to be offered to all future Committees. When an alternate is filling a vacancy on the Committee, union counseling will be made available to her/him.

Decisions made by the committee shall be by consensus.

Expenses for committee members will be charged to a separate budget line called “Regional Hardship Committee Expenses” and members should be economical when incurring expenses (i.e. emails, teleconferencing, web conferencing, etc.).

While maintaining confidentiality of member information, the Regional Hardship Committee will provide a financial report at the opening of each Regional meeting subsequent to the establishment of the Fund.

Regional Committee Funding

Funding for assistance will be provided through OPSEU annual budget. Each Regional Hardship Committee will be initially funded with \$1.00 per signed member as of December 31, 2008 and thereafter December 31st of each following year. The committees will establish a bank account in the name of OPSEU Region X Hardship Committee. The Vice-President/Treasurer will be a signatory on these accounts, but not on cheques issued by the committee. Regional Hardship Committees shall not go into deficit.

Notwithstanding the funding from Head Office, donations to the fund will be accepted from other areas.

Member Access to the Fund

Access to the Fund will be through an application process. Written applications will be reviewed by the Regional Hardship Committee to determine eligibility for assistance under the stated criteria and the amount to be granted. Where necessary, receipts, invoices or proof of need should accompany the application. Confidentiality of member information will be maintained at all times during the process.

When a request does not fall within the criteria for assistance the Committee will notify the member in writing. If the member qualifies for assistance the Committee will next determine the amount to be given based on the need and budget. In making its decision the Committee will take into consideration the type of hardship and the duration of the hardship.

Applications may be submitted at any time during the current fiscal year and funding will be applied against the budget for that year. Amounts not spent in a year may be carried over to the following year for distribution.

(September 17-18, 2014, B p.11; March 4-5, 2009 B, p.19)

Section 5 – Donations/Funds

Speakers Schools

OPSEU will make a \$1500 standing donation each to the Thunder Bay, Toronto and Hamilton Speakers Schools

(June 3, 2010 EC, p.9)

Stephen Lewis Foundation

OPSEU will establish an annual standing donation to the Stephen Lewis Foundation in the amount of \$50,000.

(March 5-6, 2003 B, p.7)

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Section 6 – Dues

Dues: Canadian Association of University Teachers (CAUT)

OPSEU approves the affiliation relationship between OPSEU and the Canadian Association of University Teachers (CAUT) including: the selection and appointment of delegates to CAUT Council, dues calculation, reporting, access to CAUT services and a mutual non interference/raiding commitment.

(October 21-22, 2004 B, p.2)

Dues: Errors

Where an error has been made by government in the deduction of dues, no dues refund will be made unless validated by the government.

(March 21-22, 1975 B, p.12)

Dues: Structure

The dues structure will be 1.375% of basic salary.

(April 5-7, 2001 C, p.27)

Basic salary includes overtime and allowances and wage income which would include lump sum payments, but does not include meal allowances and travel allowances.

(April 8 - 10, 1999, C, p. 22)

Each year the Treasurer will recommend to the President, who in turn will recommend to the Executive Committee, such changes as may be required in the dues structure.

Such recommendations on dues structure as the Executive Committee may adopt or revise shall be presented to the Executive Board for its consideration and thereafter shall be presented to the annual convention.

(November 6, 1978 B, p.14)

Dues Collection

Dues will continue to be collected from basic salary but exclude any Death Benefits and/or any termination payments made to an estate.

(Convention 2006, p.17)

Dues will be collected on all retroactive payments, including grievance awards, and reclassification and pay equity settlements.

(December 7-9, 1993 B, P.9)

Dues Deduction: Wage Claims

Dues will be deducted from wage claim payments to members and this procedure will be implemented at the same time as deductions for Canada Pension Plan and Employment Insurance premiums are imposed upon OPSEU.

(October 24-25, 1990 B, p.3)

Section 6 – Dues

Supplementary Dues

The supplementary dues for employees required by law to provide essential/emergency services during a strike or lockout shall be set at thirty percent (30%) of basic pay (before deductions) in addition to regular dues.

(April 27-29, 1995 C)

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Section 7 - Education Policy

Preamble

Building a Network for Better Contracts

WHEREAS OPSEU members face formidable and complex challenges in organizing, bargaining contracts, and fighting for quality public services; and

WHEREAS these goals can only be achieved with the collective support of all parts of our union, leaders, members and staff;

THEREFORE BE IT RESOLVED THAT Convention 2000 adopts the broad policy direction set out in this paper, committing our union to building a Network for Better Contracts that includes an ongoing union-wide program of leadership training and development for membership and staff, support for member communications and research, and the best possible co-ordination of our collective efforts.

(April 6-8, 2000, C. p.23)

(Incorporates Agitate Educate Organize principles)

The cause of Labour has always been to empower people to control and direct their own lives. OPSEU is committed to this principle of empowerment and recognizes that one of the most vital activities in support of empowerment is education. Education transforms workers' experience into knowledge.

OPSEU's goal is to provide educational programs that empower our members to effect meaningful change in their workplaces and in their communities.

Our union is committed to providing relevant educational programs to activists in a way that recognizes and acknowledges that union leadership requires commitment, hard work, and a measure of self-sacrifice.

The following ten principles will provide the basis for OPSEU's educational program.

1. Our members need information to develop strategies to control and improve their lives. It is the job of an educational program to provide that information. That's the key to developing unions as a movement.
2. Labour education must empower workers. It must give us the skills, self-confidence and leadership needed to co-operate and to challenge the arbitrary power of the employer.
3. To make best use of experience, to transform it into knowledge, we need our own teaching and learning techniques. We need a curriculum that builds on the principles of participatory learning.
4. Our education programme must go beyond the classroom and build education into the everyday reality of union experience. We must make the union itself a learning organization.
5. To promote the ability to solve problems, we must promote the ability to think critically and independently, to have the courage and imagination to take the road less travelled.
6. Union educational programs are part of the process of building the space, time and resources to plan ahead. We respect labour history, but our programs must deal with the issues of tomorrow, not just today.

Section 7 - Education Policy

7. Our education program must reflect the fact that the best teachers are those who have recently learned, and who share common experiences with those they teach. We want members to become educators.
8. We are committed to introducing the latest and best of new educational methods and tools and to providing the space, time and resources to members who want to learn.
9. Our education program will reflect abilities, not credentials, and will link courses so that people can learn effectively.
10. Labour education is a necessity, not a privilege. Programs are paid for out of the dues of all our members. They have the right to expect that their money is being well spent. The atmosphere and achievements of our educational programs must reflect a commitment to building solidarity and fostering democratic values among our members.

Community College Labour Studies

OPSEU will use labour studies programs, where available, to meet its educational requirement, at the community colleges.

(Convention 2004, p.36)

Network for Better Contracts Equity Framework Objectives

The Equity Framework will help establish clear criteria, principles and mechanisms for: Valuing and mobilizing the rich pool of resources within the membership and constituency groups of the different equity committees/caucuses, while providing them with greater support; Integrating equity into the policy, planning, implementation, review and evaluation of NBC programs and activities; Ensuring inclusive participation and representation at all levels of the NBC structure.

Section One - Residential Schools

(Charles J. Darrow Scholarship: May 7, 1982 C)

- 1.1 OPSEU undertakes to redouble our efforts to win Paid Educational Leave provisions in all our collective agreements.
(May 19-20, 2004 B, p.64)

Section Two – Regional Educationals

- 2.1.1 The harsh anti-union climate our union faces, mandates OPSEU to find ways to better co-ordinate efforts to support union priorities of organizing, negotiating quality contracts, and influencing public policy.

Convention 2000 adopted the broad policy direction committing our union to building a Network for Better Contracts that includes an ongoing union-wide program of leadership training and development for membership and staff.

At the Local level, the union will implement a program to encourage and support our local leaders. OPSEU will assist in improving leadership skills and local planning through a union-wide leadership program. Our Local leadership program will help build networks of strong local leaders capable of strategic enforcement of membership rights and collective agreements.

Section 7 - Education Policy

This program aims to build knowledge and understanding of union history and values, to build confidence to take action in the workplace, and to speak publicly on the issues. It will help leaders develop plans for their Locals.

Consistent leadership training must form part of our ongoing commitment to local union building, and must be available to all Locals. It will take time, and it will require a shared responsibility and cooperation between the leadership of our central union, our Regions and our Locals.

Building a Strong Network for Better Contracts must be entrenched in the day-to-day operations of the union. We must assist our Locals to strategize and mobilize around workplace issues in order to enforce contracts. We must recognize and support the important role Local leadership plays in organizing and reorganizing.

- 2.1.2 The Local leadership program is central to the new task of building networks of strong local leaders capable of strategic enforcement of membership rights and collective agreements necessary to counter the anti-union activities of this government and employers.

The focus of Regional Schools is skills development geared to new members and activists. Those basic skills are not only technical, they must reflect the real needs of local activists. Level 1 courses offered at Regional Schools will provide members an opportunity to develop or build upon fundamental sets of skills essential for a trade union activist. Tool 'core' courses such as Union Orientation, Stewards Training, Local Officers course, Collective Bargaining, Grievance Arbitration are essential to prepare and equip members to become effective representatives of the Union. Courses on Human Rights, Employment Equity, Political Action, and Organizing are also considered fundamental preparation for union activists.

- 2.2 Childcare: To encourage the participation of members with family responsibilities, and in keeping with union policy on child care, child care will be provided on-site at regional schools where there is sufficient demand, or members will be reimbursed for child care costs that result from their participation in the schools, as per Union policy.
- 2.3 Notice of a Regional Educational and OPSEU's standard application forms will be sent to all Stewards six weeks before commencement of a regional school.
- 2.4 Application Process: Completed application forms will include the signed recommendation of a Local Executive Officer and be sent to the appropriate Regional Office no later than three weeks before commencement of a regional school.
- 2.5 Selection Process: The Regional Selection Committee, represented by the Regional Vice-president and Board Members will review applications and select according to the following criteria:
- a) Applicant must demonstrate service to union members and/or state intention of such future commitment.
 - b) Applicant has not previously taken the same course.
 - c) Applicant has satisfied course prerequisites. The nature and level of some courses will assume prior knowledge. Some experiences or activities will substitute as a prerequisite.
 - d) A statement of commitment will be signed by the applicant indicating support of the goals and principles of OPSEU's Educational Program.

Section 7 - Education Policy

Where applicants meet the above criteria, Regional Vice-Presidents and Board Members will give preference to:

- Members who hold union office and/or have been active in union campaigns, and have actively applied skills learned in previous schools.
- or*
- Designated group members in order to recognize the need to ensure that women, visible minorities, disabled workers, francophones and native peoples are represented at our schools.

2.6 Notification by a member to cancel course attendance should be received by both the local president and the regional office no later than 48 hours before commencement of the regional school (no later than 4:30 P.M. on the Wednesday prior to the weekend school). When a member does not attend and the Regional office has not been notified 48 hours prior to the school's commencement, the member will be assessed a \$50.00 penalty. Extenuating circumstances will be taken into consideration. (May 7, 2014 B, p.7)

2.7 Seniors' courses

Seniors' courses are designed to provide pre-and post-retirement activists with the educational techniques and knowledge they will need to take on an active role in the union education program. These courses will also provide an opportunity to develop and apply organizing and campaigns skills in connection with ongoing advocacy campaigns affecting all our members around retirement issues.

Senior level courses will be offered in conjunction with regional schools. To integrate campaigns and education it may be necessary to convene senior courses apart from any regional school program at a time that matches certain political events, such as a provincial election or other union campaigns. In these instances, time spent in the classroom and in the field may be flexible.

The delivery of pre-retirement training courses will involve members from the Retirees' Division.

2.8 If the regional educational budget is under spent for a specific year, all such unused funds will be transferred to the next year's educational budget line.
(October 15-16, 2012 B, p19)

Section Three - Local Educationals

The local education budget line will be apportioned to the regions based on the funding formula used for the Regional education budget line; and the local education apportionments will be rolled into Regional education budget lines for the administration of those funds; and the cost of local educationals will be reported separate from other Regional education costs.

(April 27, 1994 B, p.9)

3.1 OPSEU is committed to expanding educational programs at the local level to allow for increased participation from a larger number of members.

3.2 Family and Dependant Care: To encourage the participation of members with family responsibilities, and in keeping with union policy, child care will be provided on-site where there is sufficient demand, or members will be reimbursed for child care costs that result from their participation in the schools, as per Union policy.

Section 7 - Education Policy

- 3.3 The Executive Board encourages each local to amend its by-laws to provide for the designation of a Local Education Officer from among the members of the Local Executive Committee.
- 3.4 OPSEU is committed to developing and promoting a local educational system that is accessible to members, specific to Local needs, encourages maximum participation, provides for Local development, recruits new members that are representative of the membership, is effective and useful, is accountable to members, shows measurable benefits, fits in with other educational programs and empowers Locals.
- 3.5 Any body recognized under OPSEU's Constitution may sponsor a local educational i.e.:

Locals
Area Councils
Bargaining Units
Aboriginal Circle/Francophone Caucus/PHRC/PWC/PYWC/Equity Caucus
Occupational Divisions
Executive Board
Ministry Divisions and Sector leadership groups

Sponsors must commit themselves to making the following administrative arrangements:

- developing a budget
 - securing a meeting/course location
 - gathering course materials with the assistance of the Union
 - advertising the course
 - sending and collecting applications from member participants
 - registering participants and distributing member expense, claim forms
 - follow-up and evaluation of the course
- 3.6 Authorization - Authorization for local educationals will consist of approval by an Executive Board member and Staff Representative from the applicable Region and/or department within OPSEU.

Instructor/Facilitator Expense Claims

- 3.7 Member facilitators may claim lost wages for preparatory time equal to that of the teaching hours for the educational. Member facilitators are eligible to claim all expenses available to members attending the local educational.

Reimbursement of Expenses

- 3.8 The sponsoring local will submit a detailed budget to their Executive Board/Staff member when seeking authorization for an educational.
The union will reimburse the following costs for an authorized local educational:

- cost of meeting room(s)
- travel and meal expenses
- dependant care according to policy

A costing will be submitted by the sponsor before authorization is considered. The Union will reimburse: meeting room charges, travel and meal expenses; dependant care according to policy.

Section 7 - Education Policy

Accommodation costs will not normally be paid as local education will move to the student body. Courses will be held in the locale where the majority of students live. Locals should schedule courses at convenient and accessible times to suit local circumstances.

Member Accommodations

- 3.9 Accommodation costs will not normally be paid as local educationals will move to the student body.

Courses will be held in the local where the majority of students live.

Locals should schedule courses at convenient and accessible times to suit local circumstances.

3.10 Accommodations for Differently-Abled Participants

Sponsoring locals must ensure that meeting accommodations are suitable for member participants with differing abilities. Central union support is available in planning and ensuring accessibility to all members.

It is very important that classes are accessible to all members. Locals should ensure this happens. Central Union support is available if necessary.

3.11 Authorization

Authorization will consist of approval by an E.B.M. and Staff Representative from the applicable region.

3.12 Sponsorship

Any body recognized under our Constitution may sponsor an educational under this system (eg. Locals, Area Councils, Units, PWC, Divisions).

Sponsors must commit themselves to making administrative arrangements such as: facility; materials; costing; advertisement; application for approval; collecting registration sheets, follow-up and evaluation to Central Union.

Section Four – Instructors

- 4.1 OPSEU will use staff and/or members to instruct in OPSEU's education program provided that the instructors are competent in the subject matter they are to teach, and if members, are union activists.

In addition, instructors in health and safety must also have received their certificates in the Workers' Health and Safety Centre approved course.

- 4.2 The use and selection of instructors in regional educationals will be determined regionally at EBM/staff meetings.

- 4.3 Member instructors teaching at Regional schools will be paid an honorarium of \$150.00 per day plus the expenses available to all members attending OPSEU educationals.

Section 7 - Education Policy

- 4.4 Both members and staff will teach alone at schools. Co-teaching will only be used to train the developing teacher.
(December 7-9, 1993 B, p.10)

Section Five - Course Development and Evaluation

- 5.1 Local and regional programs must offer courses that are skill-building as well as informational. Courses shall be designed to help members develop the skills and confidence to handle grievances, participate in negotiations, and take on the responsibilities of leadership in the union, as well as to acquire the knowledge that builds a critical perspective on issues facing working people and trade unionists.
- 5.2 OPSEU recognizes the need to prevent racism and sexism from destroying solidarity between working people, consequently information on human rights and race relations will be integrated into all programs. In addition, specific courses on equity issues will be made available at the regional level. For example, courses will ensure members become familiar with current, ongoing issues of elimination of employment barriers and job accommodation for persons with disabilities.

Section Six - Allowable Claims

- 6.1 The following grid shall apply:

Function	Meals	Travel	Accommodation	Wages	Child Care
Local Educational	No *	No	No	No	
Regional Educational	Yes	Yes	Yes	No **	Yes
Residential School	Yes	Yes	Yes	Yes	Yes

* See Local Educationals - regarding exceptional circumstances.

** Wages for weekend educationals eliminated from Regional Education
(April 28-30, 1994 C, p. 30)

- 6.2 Shift workers will be provided lost wages for attending educationals on regularly scheduled work days.
(April 8 - 10, 1999 C, p. 7)

Scholarships

OPSEU Residential Schools:
Charles J. Darrow Scholarship; May 7, 1982 B, p.43)

Labour College of Canada:
(Ed Broadbent Scholarship; November 9-10, 1989 B, p.9)

CLC Week-Long Courses:
(Charles J. Darrow Bursary Fund; June 9-12, 1982 C)
Global Solidarity Scholarship Fund; (October 21-23, 2003 B, p.35)

Section 7 - Education Policy

Global Solidarity Scholarship Fund

OPSEU will establish a suitable annual fund to increase the number of scholarships available to dependants of members.

(Convention 2002, p.23)

Global Solidarity Scholarship Fund: Policy for Awarding Scholarships

Every year the Ontario Public Service Employees Union offers ten scholarships that support its goals of social justice and global solidarity for the working class.

The fund offers children, foster children or wards of OPSEU members in good standing for a minimum of 12 months, a \$1,000.00 scholarship towards post-secondary education for which they are enrolled at a publicly-funded, recognized Canadian College or University.

There are two important initiatives which OPSEU's 100,000 members have adopted as part of its work in promoting social justice and global solidarity that inspire the scholarship project:

The Live and Let Live campaign, a mission of the United Nations, is an international effort to put the HIV/AIDS epidemic on the world agenda, for a world response. OPSEU has made the fight against HIV/AIDS a top priority in our work towards a healthier international community by adopting the Live and Let Live Fund as part of our responsibility as a trade union.

The International Solidarity Fund is an OPSEU initiative to move union skills, experiences and resources across borders to promote community building among workers, whose common thread is social justice for all peoples of the world.

Both HIV/AIDS and international worker solidarity are the foundation of the OPSEU scholarships. These are subjects we will ask our participants to tell us about in essay format, along with a summary of their personal involvement in helping to build our communities.

The structure for the awarding scholarships:

There will be 10 scholarships of \$1,000.00 each offered to children, foster children or wards of OPSEU members, under the Global Solidarity Scholarship Fund.

Applying OPSEU's Equity Framework:

Of the ten scholarships awarded, at least five of the ten will be awarded to students who identify as representing equity seeking groups: people of colour; aboriginal; disabled; gay, lesbian, bi-sexual, transgendered; women.

The application and awards process:

The Scholarships are announced in all relevant OPSEU publications in January of each calendar year and applications to participate in the process are invited. The deadline for applications and required submissions is June 15 of each calendar year.

Section 7 - Education Policy

Applicants are asked to submit a 1,500 word essay on either topic: HIV/AIDS or Global Worker Solidarity – responding to one of the following questions:

- Why is HIV/AIDS an issue for all people and how can you contribute to making a difference in the fight against HIV/AIDS?
- Why is worker solidarity across borders so important?

Along with the essay, students are required to submit a summary of their recent community, labour or other volunteer work, which helps to build healthy communities in Ontario.

The deadline for submissions is June 15.

1. Essays and personal summaries are reviewed and marked by an independent person commissioned by the Communications Department of OPSEU.

Scholarships are awarded by September 30 of each calendar year. The successful applicants will then be asked to provide confirmation of University or College enrollment. The scholarship winners will be announced to the OPSEU Executive Board and posted on the OPSEU website and other appropriate communications publications.

2. All selections are final. Scholarships are one-time only and will not be awarded to the same successful applicant twice.
3. The scholarships are administered and the process managed by OPSEU's Education Unit. (October 21-23, 2003 B, p.35)

Section Seven – Accountability

- 7.1 Full attendance and participation is mandatory at all regional schools. Failure to meet attendance requirements without a valid reason is sufficient cause for expulsion from the school. Behaviour at OPSEU's Educationals that is inconsistent with the values and principles in the preamble of the Education Policy, particularly in point 10, are grounds for expulsion.
- 7.2 In addition to non-attendance a member can be expelled from a school for violating a code of conduct. The code of conduct expected of both OPSEU members and staff is explicit in OPSEU's statement on harassment:

At OPSEU schools, we try to provide a supportive working and learning environment, where mutual respect is the basis of interaction between students and staff.

The OPSEU Constitution guarantees members the right to be treated with dignity and respect within the Union, and the right to be free from sexual harassment.

In our contracts we define harassment as "engaging in a course of vexatious comment or conduct that is known to be unwelcome, or should reasonably be known to be unwelcome".

Harassment includes derogatory comments, jokes or gestures based on the sex, sexual orientation, race, colour, disability, or ethnic origin of individuals.

Section 7 - Education Policy

Sexual harassment also includes leering and unnecessary physical contact, unwelcome invitations or demands for sexual contact, sexual assault, or implied or actual threats regarding the above.

OPSEU has always fought for the equality and dignity of workers. In our Union, as in our workplace, OPSEU members will not tolerate behaviour that undermines the self-esteem of brothers or sisters or behaviour that creates an intimidating, hostile or offensive environment for work or study.

- 7.3 The Harassment and Discrimination Policy shall apply to all OPSEU events.
- 7.4 The decision to suspend a member from a school will be the responsibility of the staff member in charge of the particular school. The staff member then must notify and consult with other staff members at the school as well as with the Regional Vice-President. Any decision to expel a member from the school will be the result of this consultative process.
- 7.5 An expelled member will not be eligible to attend future courses for a minimum of two years. Any expulsions of a member from a regional or residential school can be appealed to the President after the school. Subsequent appeals, if necessary, can be made to the Executive Committee whose decision will be final and binding.
- 7.6 No expenses or wage reimbursement in connection with the educational will be honoured beyond the day of expulsion. Any outstanding costs or expenses incurred by Head office will be charged back to the local involved with a letter of explanation.
- 7.7 Certificates will not be granted to any expelled member.

Section Eight - Disbursement of Education Funds

The Regional Vice-President will prepare a written report on the disbursement of these funds and will present this report to the membership at the regional meeting.

(April 8-10, 1999, C, p. 37)

Section Nine - Labour College of Canada

(Ed Broadbent OPSEU Scholarship; November 9-10, 1989 B, p.9)

- 9.1 OPSEU will send up to three members per region to the annual Labour College of Canada.
- 9.2 Members attending Labour College will be reimbursed for lost wages equal to their regular, basic, straight-time salary.
- 9.3 A bursary of \$3,700 will be allocated to each member to cover the expenses of tuition, textbooks, residence, meal allowance and other necessary incidental expenses associated with the two session (four-week Ottawa session and one-week Port Elgin session).
(amended May 3, 1984 B, p.5; March 26-27, 1987 B, p.17; June 14-15, 1989 B, p.14)
- 9.4 Members attending Labour College will be reimbursed for travelling expenses for one round trip to the Labour College in Ottawa and Port Elgin and return to their residence.
- 9.5 No topping up of other scholarships granted to OPSEU members will be allowed.

Section 7 - Education Policy

- 9.6 Applications for Labour College are to be sent to the Regional Vice-President who forwards applications with recommendations to the President. Applications are then sent to the Labour College of Canada where a selection committee determines successful applicants.
- 9.7 Should OPSEU decide to send a lesser number than one per region, then the President along with the Executive Committee will determine how many will be sent under the Ed Broadbent Scholarship.
- 9.8 OPSEU recognizes that the Labour College of Canada is connected to a university and must retain its integrity. Although OPSEU may sponsor an applicant under the Ed Broadbent Scholarship, the College may on occasion determine that our applicant does not meet the entry requirements and will deny access to the program, as is their right.

To avoid this situation occurring in the future, OPSEU will apply the same objective criteria of weights used by the College, before selecting whom we will sponsor.

Section Ten - General Policy Statements on Labour Education

- 10.1 The Executive Board re-affirms its 1977 policy respecting provincial support for labour studies centres:

Centres for Labour Studies

The Ontario Public Service Employees Union will support the principle and practice of public funding at Ontario's post-secondary institutions (community colleges and universities) of centres for labour studies as a community service, to meet the educational and leadership development needs of the labour movement, through the cooperation of local community labour councils; and

The Ministry of Colleges and Universities of the province will establish the necessary structures both at the ministry and local community level to facilitate and actively encourage the participation of such local community labour councils on a continuous on-going basis to ensure the proper development of such labour studies centres which would provide a type of educational service identified by labour studies advisory committees.
(February 24-27, 1977 B, p.36)

- 10.2 The Executive Board adopted the policy paper "An Overdue Right" on Paid Educational Leave.
(June 15-17, 1993 B)

Post-Secondary Education – Support

OPSEU will reaffirm its strong opposition to further tuition increases, the introduction of private universities and colleges, the widespread waste of tax dollars through outsourcing, and the targeting of education resources to meet the needs of one sector of society – the business community.

OPSEU will unite with other post-secondary groups – representing students, faculty, support staff, and others – to develop a strong coalition to support public, adequately funded post-secondary education.
(Convention 2000, p.10)

Section 7 - Education Policy

Apprenticeship Training – Tuition Fees

The Union will actively lobby the government to not charge apprenticeship students tuition fees for their post-secondary apprenticeship training

(May 15-16, 2002 B, p.20)

Schools – Government Funding

OPSEU will lobby the Provincial Government, especially the Ministry of Education and the Ministry of Colleges, Universities and Training to reinstate and provide funding to schools to ensure that sufficient text books and materials are provided to each student at all levels of education.

(May 15-16, 2002 B, p.20)

OFL Workers Compensation/WSIB Training – Wages and Expenses

OPSEU provides Level 1 and Level 2 Workers Compensation/WSIB training through its internal education program but relies on the OFL to educate members at Level 3 and above.

OPSEU will charge the following to the education fund: registration fees that include course materials, meals, travel, childcare and accommodations along with lost wages for the OFL's Occupational Disability Response Team courses at Level 3 and above, for up to seven members per course per year for members who commit to assisting members in their region with Workers' Compensation issues.

(May 19-20, 2004 B, p64)

Educationals – Agenda

There will be correlation between the Departments of OPSEU charged with setting agendas for educational experiences, regional meetings and demand setting meetings to avoid having educational experiences commence during the weekends when such noted other events are occurring.

(February 24-25, 1988 B, p.15)

EBMs - List of Attendance at Education Courses

All Regional Board Members will receive an up-to-date list of members in their region who have attended Education courses in the last two years and what courses they attended; and

Locals who have elected Education Officers will be provided with a list of their Local members who have attended Education courses in the last two years and what courses they have attended.

(April 10-11, 1991 B, p.59)

Health and Safety Training

1. In keeping with the principle of workers training workers, the following negotiating stance is proposed, vis-a-vis the employers:
 - a) That all certification training be delivered by trainers who have been trained by the Workers' Health and Safety Centre;
 - b) That certification instruction be delivered by bargaining unit worker instructors who have been approved by the Workers' Health and Safety Centre and who have completed OPSEU's Level 1 and Level 2 Health and Safety course.

Section 7 - Education Policy

2. Certification training can be joint or separate at the choice of the local workplace parties. The wish of a local union or local management to have its designated certified members trained separately should be respected.
3. In accord with the Act, the employer shall provide paid time off work and shall bear all necessary cost to effect certification training.
(October 20-22, 1992 B, p.38)

Human Rights Training

OPSEU will provide human rights training for the leadership, members and staff of the Union; and the training package which was developed centrally will be delivered at the regional level at regional educationals.

(September 15-16, 1999, B, p.14)

Contributions of Aboriginal People and People of Colour

OPSEU, in partnership with unions representing workers in the education system, will make presentations to respective levels of government in an effort to integrate anti-racism analysis and the positive contributions of Aboriginal People and People of Colour into the education system.

(September 15-16, 1999, B, p.14)

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Section 8 - Employee Assistance Program

Principle

The 1979 Convention adopts the principle of employee assistance programs; and

OPSEU will work jointly with the Employer to develop and implement an effective and meaningful employee assistance program.

In the development of employee assistance programs, the Union will not prejudice the position of its members, or participate in any evaluation process that could be used by management to the detriment of an OPSEU member.

(May 17-18, 1979 B, p.20; June 14-16, 1979 C, p.22)

Financial Support for Locals

OPSEU endorses the establishment of joint venture employee assistance programmes which conform to the following guidelines:

- an EAP must be co-owned by the Union and Employer;
- Employee participation must be voluntary, and neither participation, nor a reluctance to participate, will in any way be prejudicial to an employee;
- Confidentiality must be maintained and record keeping shall conform to the requirements of the Freedom of Information and Right to Privacy Act as enacted by the legislature of Ontario;

OPSEU Locals which conform to these guidelines can apply for financial support and OPSEU will make available a once-only contribution of up to one thousand dollars (\$1,000), on a per programme basis, to locals setting up a new Employee Assistance Programme. The aggregate amount of EAP financial support will not exceed \$25,000 per year. This will be drawn from the contingency fund, based on documented expenses.

(April 10-11, 1991, p. 9, B)

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Assignments: Negotiating Teams

Board members will not be assigned to negotiating teams.
(July 26-28, 1978 B, p.32)

Assignments: Organizational Assignments

The President is authorized to reimburse Board Members for loss of wages when on organizational assignments.
(March 25, 1974 B, p.10)

Assignments - Speaking Assignments

If a Local wishes to have a Board Member as a guest speaker, the request should be channelled through the President for approval. Locals should be informed of this procedure in the same memo as the policy referring departmental matters to the departmental negotiating teams.
(December 11, 1970 B, p.5; May 21-22, 1981 B, p.21)

Attending OPSEU Events

Executive Board Members attending OPSEU event(s)/function(s) on their regular day off, compensating leave day, or vacation day, shall not apply, or be approved, to take an alternate PA Day.
(September 21-22, 2011 B, p.15)

BPS Sector Activities

Those Executive Board members who are from the BPS have access to BPS sector activities on the same basis as other Board Members have access to their divisional activities.
(January 26-27, 2000, B, p.21)

Code of Conduct

This CODE outlines the principles, values and standards of behaviour that will guide the decisions of Executive Board Members in a way that:

- (a) contributes to the welfare of its membership, and
- (b) respects the rights of all members.

Definitions:

- All references to the Union mean OPSEU.

A. Preamble

This Code of Conduct is for the use of Members of the Executive Board of OPSEU.

The Executive Board is the governing body of OPSEU with four primary responsibilities enumerated in Article 16 of the Constitution:

- (a) To uphold and enforce the provisions of the Constitution;
- (b) To implement the decisions of Conventions;

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- (c) To formulate and implement policy in the absence of decisions by Conventions;
- (d) To oversee the activities of the Officers, staff and all subsidiary organizations of the Union.

The role of Executive Board Members is to give direction to OPSEU through the Constitutional provisions, by carrying out policy functions and by supervision of those executive functions which are the responsibility of the President. The Convention is the supreme body of OPSEU. The Executive Board always acts on behalf of the Convention, and as such it is accountable in all its actions to the Convention.

It is important to know that this accountability on the part of Executive Board Members is exercised not only jointly, but also individually. Decisions and actions taken by each Executive Board Member should be taken with integrity, objectivity and impartiality, and in the best interests of OPSEU. This applies to all Union situations, as well as to all other situations in which the Executive Board Members' status with OPSEU becomes relevant.

This Code of Conduct is based on universally accepted ethical principles. For guidance and clarity, some key principles have been expanded in the next section. An awareness of these principles is important because a Code of Conduct cannot anticipate every situation that may possibly arise. Executive Board Members, therefore, must always ensure that their conduct meets the standard of these ethical principles.

The Executive Board is a self-regulating body under the broad guidance of Convention and as delineated in the Constitution. The Executive Board makes the rules to run itself efficiently in carrying out its responsibilities. This Code sets a standard of conduct in the Board's function of self regulation.

B. Ethical Principles

The members of the Union generally rely on the Executive Board to make the right decisions on matters concerning the Union's affairs. In addition, the Union, being a representative of labour, is a public organization whose actions, decisions and pronouncements are subject to public attention.

The members of the Executive Board are elected to these positions of trust by the membership. It is incumbent on Executive Board Members to justify this trust by making ethical decisions on Union matters. It is also imperative that Executive Board Members conduct themselves at all times at OPSEU functions as well as at any community and social events in a manner consistent with these principles.

The main principles are:

- HONESTY
- SINCERITY
- FAIRNESS
- CONFIDENTIALITY
- RESPONSIBILITY
- TRUST
- INTEGRITY

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These principles have an effect on the way people communicate and the language they use. They also affect behaviour – the way people treat one another and expect to be treated. They should be adopted not for expediency, but because it is the right thing to do. They are the foundation for this Code of Conduct.

C. Safeguarding Union Assets

The assets of the Union consist not only of real property which we can see and touch, but also of proprietary information relating to the Union.

Members of the Executive Board are entrusted with the use of various physical assets for the work of the Union. As per the Oath of Office sworn by all Executive Board Members at the beginning of their term on the board, this property must be protected, it must not be misused or misappropriated.

D. Expenses

Expenses submitted for reimbursement should be legitimate and incurred only for use on the business of the Union.

E. Communication

In the normal course of their work, Members of the Executive Board need to communicate with the Union's membership, management and staff. Members of the Executive Board, have a duty to ensure that their communications with these groups do not cause an impairment in the relationship among these groups.

E.1 Communicating at OPSEU Functions

In their participation at OPSEU functions, Executive Board Members represent the highest level of leadership in the Union and they should conduct themselves accordingly. Their words and actions should reflect the best interest of both the membership and the Union.

E.2 Communicating Through Newsletters and Electronic Communications

Newsletters and electronic communications should be written in a dignified manner. This means that the content and style should be respectful and in keeping with OPSEU's policies.

E.3 Communicating Board Solidarity

Once the Executive Board has voted and taken a decision, the decision belongs to the entire Executive Board. Every Executive Board Member must publicly support the decision, even if he or she voted against it.

There is one exception to this rule and that is, if the Executive Board Member has registered a minority vote on a motion.

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F. Conflict of Interest

A conflict of interest must be avoided at all times. Where an Executive Board Member perceives a conflict of interest involving him or herself, the Executive Board must be informed immediately.

G. Board Meetings

It is the responsibility of every Executive Board Member to conduct him or herself with decorum at Board Meetings. Differences of opinion and expressions of divergent interest should be offered in a non-aggressive way. The choice of words must be respectful.

(March 4-5, 2009 B, p.17)

Donations and Promoting the Union Agenda Funds

Where the budget provides for regional donation and Promoting the Union Agenda funds, only the Regional Vice-President for each region can authorize expenditures from those funds. For clarity, neither the President or 1st Vice-President/Treasurer can authorize expenditures from any such fund.

For ease of operation, the Regional Vice-President of each region can give written note authorizing the accounting department to allow the other Executive Board Members of their respected regions access to such funds.

(March 9-10, 2005, B, p.8)

Divisional Meetings - EBM's Assigned as Delegates

Executive Board Members are assigned as Delegates to Divisional meetings of the Ministry they are members of.

(February 24-25, 1988 B, p.40)

Executive Board Member Liaison to Provincial Committees

An Executive Board Member shall be elected as liaison person with each provincial committee – Aboriginal Circle, Francophone Caucus, PHRC, PWC, PYWC, and the Retirees; and the role of the EBM liaison shall have clear objectives and parameters shall be determined by the Executive Board.

(December 10-11, 1998 B, p.17)

Expenditure: Cellular Phones - Corporate Account

All board members cell phone plans should be dealt with through the Vice-President/Treasurers' Office.

(June 13-14, 2012 B, p.14)

EBMs will be provided with a copy of all billings from the use of their cell phones.

(October 19-20, 1994 B, p.9)

Expenditure: Christmas Cards

As Board Members' remuneration is designed to offset expenses, the Union will not bear the cost of Christmas Cards for Board Members' use. (December 1976, B)

Section 9 - Executive Board Members 9.1 - Executive Board Members (General)
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Expenditure: Credit Cards

Executive board members using a corporate MasterCard will have the card suspended when charges are not reconciled with receipts, after a time period of six months.

(September 21-22, 2011 B, p.16)

Executive Board Members using a corporate MasterCard will be sent a copy of their respective MasterCard bills quarterly to review and verify. Any discrepancies will be reported in writing to the First Vice-President/Treasurer immediately following the review/verification.

(September 21-22, 2011 B, p.15)

The use of the corporate card shall normally be for the purchase of airfare, hotel accommodation, car rental, and only if necessary long distance calls. When items are purchased on the corporate card for the business of the union, and not a personal charge, these items must also be submitted with receipts attached to expense forms clearly indicating that the purchase is not a personal charge but rather a claim to be paid directly by the union. Should a purchase be unclear if it is a personal charge or a purchase on behalf of the union, preauthorization by the 1st Vice President/Treasurer is required.

(April 18, 2007 B, p.24)

Expenditure: Equipment for Board Members

The list of equipment for Executive Board members is:

1. Computer and Printer;
2. Printer/fax/scanner
3. Program - word processor;
4. Cell Phone with data plan/voice message;
5. Gavel;
6. Briefcase;
7. File cabinet;

(January 27-28, 2016, B, pg.5)

There will be no cash pay-out in lieu of equipment; and upon leaving office as an Executive Board member, such equipment as provided to the Board member by OPSEU and paid for by the members of OPSEU in excess of \$150 shall be returned immediately to OPSEU.

The policy will be administered as follows:

The First Vice-President/Treasurer will periodically, but not less than once a year, establish a benchmark value. Upon surrendering a worn-out item, a replacement up to the benchmark value may be purchased.

(September 16-18, 1992 B, p.30-31)

Expenditure: Grand and Toy Credit Cards

The Executive Board authorized the President to follow up on the Grand and Toy Proposal, which calls for all OPSEU Locals and EBMs to receive Grand and Toy 40% cash discount card(s) and Head Office and Regional Offices to receive a 40% discount, as outlined in the President's Report.

(March 26-27, 1991 B, p.14)

Section 9 - Executive Board Members 9.1 - Executive Board Members (General)
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Expenditure: Meals

Executive Board Members are not allowed to claim meal expense for meals provided by OPSEU or a third party, at no cost to the Executive Board Member.

(September 21-22, 2011 B, p.14)

Expenditure: Office Expense Allowance

Executive Board Members will be reimbursed to a maximum of \$2000 per fiscal year for the cost of maintaining an office. Payments will apply to the previous fiscal year. Payments that apply to a particular fiscal year may be made only after that fiscal year has ended and will be prorated for the length of time the executive board member held office during the fiscal year to which the payment applies.

(December 5-7, 1990 B, p.3)

Expenditure: Office Machinery

Where office machinery is used by a Board Member in the performance of his/her duties as a Board Member, the servicing of such machinery shall be an allowable expense. Any unusual item shall be referred to the Treasurer.

(November, 1968 B)

Expenditure: Telephone Calls

When attending duly authorized Union meetings, telephone calls to a member's home, once per day, will be paid.

Telephone calls made in performance of OPSEU business will be paid by the Union; a copy of the telephone bill must accompany the expense account.

(August 21-22, 1980 B, p.13)

Fraternal Visits

The President will be the Union's fraternal delegate to meetings of sister organizations, but s/he may appoint an alternate when unable to attend. The President may also appoint a member of the Board to act as an observer at such meetings.

(January 1963 B; November 23, 1968 B, p.7; confirmed August 16-17, 1978 B, p.14)

A Board Member will be reimbursed for loss of pay or credits when absent from duty to represent the Union on assignment by the Board for fraternal visits.

(May, 1963 B)

Each fraternal delegation sent by OPSEU will be allowed the convenience of one rented car per delegation.

(December 6-8, 1974 B, p.12)

Time off for fraternal visits by Board members will be considered as presidential assignments if necessary.

(October 18-19, 1979 B, p.19)

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The number of Board Members attending fraternal will be reduced, the number of fraternal conventions attended will be reduced and the practice of funding partners will be discontinued.

(January 18-19, 1995 B, p.15)

In order to maintain equity when it comes to selecting Board Members to go to fraternal, the listing starts with the letter following the last Board Member attending the fraternal and as the names come up they are selected to go to the next one.

(May 23, 1997 B, p.12)

General Principles of Financial and Fiduciary Responsibility

All Board members have a joint and separate responsibility to ensure that member's dues money are only spent for legitimate trade union purposes in accordance with the principles and policies as set out in this section.

If there is any question about whether an expenditure is for legitimate trade union purposes, the issue shall be tabled with the Executive Board.

(March 9-10, 2005, B, p.7-8)

Info: Corporate E.R.C.s – Minutes

Corporate Employee Relations Committee meeting minutes will be distributed to all Executive Board Members and the Chairpersons of all Ministry Employee Relations Committees.

(June 15-17, 1993 B, p.73)

Info: Department Heads Meetings – Minutes

Copies of the minutes of Department Head meetings will be distributed to the Executive Board.

(September 10-11, 1986 B, p.4)

Info: Directory, Head Office

The names of the Executive Board of OPSEU will be listed in the displayed directory in the foyer of head office.

(January 27-28, 2016 B p.3; April 26-29, 1986 B, p.24)

Info: Directory, OPSEU Website

The OPSEU website will contain a directory of the names, e-mail addresses and telephone numbers of Executive Board Members, by region.

(January 27-28, 2016 B pg.4; October 30-31, 1985 B. p.41)

Info: EBMs - List of Attendance at Education courses

All Regional Board Members will receive an up-to-date list of members in their region who have attended Education courses in the last two years and what courses they attended;

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Locals who have elected Education Officers will be provided with a list of their Local members who have attended Education courses in the last two years and what courses they have attended.

(April 10-11, 1991 B, p.59)

Info: Employee Relations Committee Meetings - Agendas and Minutes

The Executive Board will receive copies of agendas and minutes of Employee Relations Committee meetings held between OPSEU and the Staff Bargaining Units (OPSSU and ASU).

(June 26-27, 1985 B, p.22)

Info: Employer/Employee Committees

Members will be represented by elected OPSEU members on all Employer/Employee Committees including Consultative or Negotiative that OPSEU Staff Members are involved in that impact on members' rights. The Executive Board will be kept informed of any progress, or agreements from those committees - even if by Executive Summary.

(October 19-21, 1993 B p.5)

Info: Expense Accounts Submission – Every Three Months

Executive Board members' expense accounts must be submitted every three months, or they will not be honoured unless the circumstances preventing their submission are acceptable to the President and the First Vice-President (subject to appeal procedure).

(September 21-22, 2011 B, p.17; August 21-22, 1980 B, p.13)

Info: Staff Grievances

A detailed Staff Employee Grievance Report shall be brought to the Executive Board two times per year, and shall include what the grievances cost the union in the previous six months.

(October 21-23, 2003 B, p.49)

Info: Hansard

Board Members will receive, upon request, copies of Hansard for the current Ontario Legislative session.

(January 29-30, 1987 B, p.15)

Info: Hiring of Services

Where, in the opinion of a Board Member, it is necessary for him/her to engage in correspondence to an extent beyond his/her own capabilities and s/he finds it necessary to hire services, s/he may claim this cost on his/her expense account supported by a receipt for the monies paid.

(April 3, 1970 B, p.14)

Info: Internal Postings

All internal staff postings will be forwarded to all Executive Board Members.

(April 21-22, 1988 B, p.24)

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Info: NUPGE - Board Kits and Reports

OPSEU's representative(s) on the NUPGE Executive Board is required to submit twice yearly, a written report on his/her activities and the activities of NUPGE as a whole.

A copy of the NUPGE Board kits provided at each NUPGE Board Meeting at the national level shall be made available to the OPSEU Executive Board upon request.

(November 19-20, 1983 B, p.14)

Info: Regional Weekend Educationals - Names and Locals of Members

EBMs will be given, upon request to their Regional Office, lists of the names and Locals of members attending regional weekend education courses in their region.

(May 25-26, 1988, B, p.3)

Info: Reporting of Expenses

Negotiating team expenses and division expenses by Executive Board Members will be reported separately.

(June 8, 1982 B, p.7)

Info: Room Service Charges by Negotiating Teams

The Accounting Department will submit periodic reports to the Board on room service charges by Negotiating Teams.

(January 29-30, 1987 B, p.6)

Info: Status of Expenditures, Monthly Report

From time to time the Executive Board of OPSEU allocates previously unbudgeted funds to be used on an ongoing basis and the Board does not receive a regular accounting of whether or not these funds are actually being disbursed and if not, why not. In future, the First Vice President/Treasurer will report monthly to the Board the status of these types of expenditures.

(January 11, 1983 B, p.7-8)

Mailing Labels

Board members will receive mailing labels for their regions from their regional offices upon request to the regional secretary.

(April 10-11, 1991 B, p. 60)

Negotiations and Ratifications - Authority

The Executive Board's authority is restricted to enforcing procedures established as regulations under Article 24; and Authority as given by the Constitution to the Executive Board does not include veto power over properly conducted ratification votes and results.

(June 14-16, 1979 C, p.28)

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New/Temporary Hire E-mail Announcement

An email announcement will be sent to the Executive Board when a position is filled (either permanently or temporarily). The announcement will include which Local the successful applicant comes from.

(October 20-21, 2010 B, p.14)

Newsletters

OPSEU's regional and head offices shall not be responsible for the production, addressing, or mailing of an Executive Board Member's regional letter.

(October 28-30, 1982 B, p.17)

Board Members will receive copies of the newsletters that individual Board Members circulate in their region.

(April 26-29, 1986 B, p.23)

Out of Country Travel

Application

- This policy applies to all out-of-country travel by members on union business.
- Staff are assigned to travel on union business by their administrators, who answer to the President and, through him, to the Board.
- This policy does not apply to travel that is part of the business of the Solidarity Funds (Social Justice and Live and Let Live), which are separate legal entities. Those funds' boards have their own needs and policies.
- This policy is not retroactive.

Assignment of out-of-country travel opportunities to members

- Out-of-country travel opportunities on union business shall be assigned to members by the President, who shall report the assignments to the Officers at least once each year.
- In making the assignment of members, the President shall give priority to Executive Board members, who are elected to represent the whole union.
- The expertise of an Executive Board member that is relevant to a particular assignment shall be considered.
- Sharing travel opportunities equitably among Executive Board members shall be a goal.
- After Executive Board members have been considered, the President shall consider members of Provincial Committees, if the assignment is relevant to the mandate of the committee.

Family members

- Members assigned to out-of-country travel on union business shall be entitled to take family members with them at their own expense.

Extraordinary costs

- The union will cover out-of-country medical insurance costs for members who are assigned to out-of-country travel on union business.

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9.1 - Executive Board Members (General)

Reporting

- All out-of-country travel on union business shall be reported to the Executive Board. A separate accounting will be made available.
- Costs for out-of-country travel will be included in the reporting of EBM and committee members' costs at Regional Meetings.
- All members assigned to travel out-of-country on union business shall prepare a written report for the next meeting of the Executive Board following their return. The report shall include: the purpose of the trip, the activities undertaken, the goals accomplished, and any proposals for future activities.

(January 21-22, 2009 B, p.5)

Plaques

A plaque will be presented to a Board Member on leaving the Board after service of at least one year.
(December 14-15, 1973 B, p.3)

Presidential Assignment (P.A.) Days

The following shall be guidelines to the President for the approval of PA days for Executive Board Members (EBMs) to fulfill their responsibilities in conducting the business of the Union, which may include:

- A. Executive Board, Executive Committee, or Board Committees to which the EBM has been elected by the Board or appointed by the President
- B. One's own Sector or Divisional meetings
- C. Within the EBM Region, meetings of Locals and Area Councils
- D. Within one's Region, meetings with MPP or other officials
- E. Within one's Region, demonstrations, OPSEU strike picket lines, OPSEU information pickets, unless the Board authorizes or the President appoints
- F. Within one's Region, educational or education planning meetings
- G. Within one's Region, EBM/staff meetings
- H. Within one's Region, activities related to an OPSEU campaign. President may approve days for campaigns outside Region
- J. Political campaigns if those are endorsed by the Board
- K. To attend any OPSEU central event providing the division, sector, equity committee or caucus provide a written invitation in advance to all executive board members approved by the President.
- L. Each EBM's total number of Presidential Assignment days per year will be reported to the delegates at regional meetings and convention beginning with the 2015 regional meeting, and this policy of reporting would apply to all committees that are reported at Convention.

NOTE: Actual hours must be reported. This includes travel to and from event and event itself

The following **will not qualify** for PA days:

- A. Responding to emails or phone calls unless in an emergency situation approved by the President;
- B. Dealing with matters that are expected to be dealt with by staff (such as member grievances) unless assigned by the President;
- C. Going to Regions other than one's own to attend picnics, Local elections, or Regional educationals.

Section 9 - Executive Board Members 9.1 - Executive Board Members (General)
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To qualify for reimbursement, PA Days must be approved in advance, unless in an emergency situation as approved by the President. A PA day may be granted if the President appoints the EBM to speak on behalf of OPSEU at a specific event or occasion.

(September 17-18, 2014 B, p.23-30)

Reports – Membership Access

Any member who so requests shall be given access to reports made to and for the Executive Board except where such report is of a confidential nature.

(June 8-10, 1978 C)

Resolutions – Action

All resolutions passed at Convention or those passed by the Executive Board will be enacted as quickly as possible.

(December 7-9, 1994 B, p.46)

Staff – Jobs

Board Members will not be allowed to apply for staff jobs while serving on the Board.

(August 26-27, 1983 C) (See S13.1, Hiring Policy)

Taxation: Income Tax Deductions - 25%

The Director of Financial Administration is authorized to deduct 25% at source from all payments to Board Members which attract personal income taxes.

(March 29, 1974 B, p.7)

Time off – Negotiations

Time off provisions for executive board members are to be negotiated as a priority item in all collective agreements.

The President is instructed to approach the appropriate management level to assure that all members of this Board are treated equally as far as time off deliberations (are concerned).

(May 25-26, 1978 B, p.29)

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Section 9 - Executive Board Members 9.2 - Elected Officers (Full-Time) - President Authority and Responsibilities

Bulletin or Publication: Distribution

Any bulletin, or publication to be distributed to OPSEU membership emanating from Head Office must be approved by the President and be sent out over the signature of the President.
(December 16, 1975 B, p.22)

Contracts: Re-Signing Authority

Authority to re-sign contracts, subject to the provisions governing authorities contained in the Constitution, or policies laid down by the Board, will rest with the President or his/her designee.
(March 21-22, 1975 B, p.17)

Donations

The President will bring to the Executive Committee, with a recommendation, any OFL endorsed request for financial assistance to another union, and will report to the Executive Board on a monthly basis.
(April 12-13, 1983 B, p.14)

Expenditure: Conventions to Stock Suite

The President will be allowed a sum of up to \$1,000 to be spent to stock his/her suite properly at conventions.
(May 21-22, 1976 B, p.16; amended May 21-22, 1981 B, p.27)

The foregoing policy applies to all conventions: OPSEU, OFL, CLC and NUPGE.
(May 20, 1982 EC, p.1)

Expenditure: Donations and Public Relations

The President is allowed a standing fund of \$500 for the purpose of donations to other organizations and for any public relations work s/he deems necessary.
(March 21-22, 1975 B, p.9)

Expenditure: Hiring of Consultants

The President shall have the authority to hire consultants as the need arises, and to incur an expense of up to \$5,000 on any one issue or subject, and shall be obliged to report this expense to the Board.
(May 25-26, 1977 B, p.23)

Expenditure: Purchase Equipment

The President shall have the authority to spend up to \$5,000 to purchase equipment.
(November 18, 1976 B, p.10)

Section 9 - Executive Board Members 9.2 - Elected Officers (Full-Time) - President Authority and Responsibilities

Financial Arrangements with Staff

Any financial arrangements negotiated by the President and his/her designee(s) exceeding \$5,000 and not contemplated by specific language in the Collective Agreement(s), or arrangements, shall be brought to the Executive Committee for approval, prior to being formalized and the Board shall be informed of the approval.

(June 16-18, 1992 B, p.75)

Legal Counsel: All Matters not Previously Defined

Notwithstanding the provisions of any other policies laid down by the Executive Board, the President shall have the authority to obtain legal counsel in all those matters not previously defined. Such action by the President shall be accountable to the Executive Board.

(March 21-22, 1975 B, p.17)

Legal Counsel: For Members of the Union

In keeping with the following principle:

“The Union shall protect to the best of its ability the interests of its members in circumstances related to their employment with the Government of Ontario, or a unit represented by the Union;” the President shall secure legal counsel for the members of the Union when s/he deems that obtaining such legal counsel is in keeping with the stated principle.

(March 21-22, 1975 B, p.16)

Only the President of OPSEU, or his/her designee has the authority to obtain legal counsel where it is deemed desirable.

(March 21-22, 1975 B, p.15)

Political Liaison: Queen's Park

A staff member of the President's choice will be designated as the official liaison contact for OPSEU. The President will personally handle all official liaison with Cabinet Ministers drawing on the advice and assistance of members and staff as appropriate.

(October 26-27, 1978 B, p.15)

Presidential/Organizational Assignments

The President is authorized to reimburse Board members for loss of wages when on organizational assignments.

(March 25, 1974 B, p.10)

The Executive Board Members shall be given presidential assignment time for regional educational days.

(May 20-21, 1998 B)

Section 9 - Executive Board Members 9.2 - Elected Officers (Full-Time) - President Authority and Responsibilities

President's Reports/Committees

The President shall issue a written report to the Board at every Board meeting on his/her presidential activities.

(March 12, 1973, B)

Presidential committees (may be) set up solely by the President to act as Advisory Committees and consisting of such staff and/or OPSEU members as s/he see fit.

The findings and/or recommendations of such Advisory Committees shall form part of the President's report to the Executive Board.

(July 26-28, 1978 B, p.28)

Local Bylaws

Local Bylaws will be vetted and signed off or given rationale as to why items could not be signed off, within two (2) months of being sent to the President's Office.

(June 10-11, 2010 B, pg.23)

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9.3 - Elected Officers (Full Time) - First Vice-President/Treasurer
Authorities and Responsibilities

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Section 9 - Executive Board Members 9.3 - Elected Officers (Full Time) - First Vice-President/Treasurer Authorities and Responsibilities
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Agenda Books: Local Presidents

The First Vice-President/Treasurer will advertise to Local Presidents the availability of Executive Board meeting agenda books and establish a system of controlling written requests received from Local Presidents. The costs of mailing of such books will be monitored and, in the interim, such costs will be absorbed by Central Records.

(November 5-6, 1986 B, p.6)

Whenever a bank account is opened or closed in the name of OPSEU, the Executive Board must be informed of the action through the office of the First Vice-President.

(November 19-20, 1983 B, p.21)

Committee Expenditures

All OPSEU Committee overexpenditures will be directed to the First Vice-President for authorization or action.

(October 19-21, 1993 B p.3)

Education Trust Fund

When necessary, internal transfers to the Education Trust Fund may be postponed until the end of the fiscal year, provided that the First Vice-President/Treasurer undertakes to report such postponements of payments to each Executive Board meeting.

(May 6, 1985 B, p.3)

Purchasing Policy

The Treasurer will regularly review the working of OPSEU's Purchasing Policy and recommend to the Executive Committee such changes as s/he deems necessary.

Such recommendations of the Treasurer as are adopted or revised by the Executive Committee shall be presented to the Executive Board, together with the report of the Treasurer for its approval.

The Treasurer will maintain and circulate a current version of the Purchasing Policy.

(November 6, 1978 B, p.12)

Reports: Division/Sector

The First Vice-President/Treasurer will provide a monthly written report of expenses-to-date to each division/sector chairperson; and chair of all approved committees.

The chairperson of a division/sector shall add to the agenda of each meeting a review of the committee's expenditure.

(September 10-11, 1997 B, p.17; September 9-10, 1998 B, p.15)

Section 9 - Executive Board Members 9.3 - Elected Officers (Full Time) - First Vice-President/Treasurer Authorities and Responsibilities
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Terms of Reference

The First Vice-President shall be Treasurer of the Union. Together with the President, the Treasurer is responsible and accountable for ensuring that dues monies are only spent for legitimate trade union business and only in accordance with OPSEU policies.

The First Vice-President Treasurer shall:

1. Be the Chief Financial Administrative Officer of this Union;
2. Receive, deposit and account for all monies;
3. Prepare a financial statement for submission to the Convention;
4. Be in charge of all financial books, documents, files and other effects of the Union which shall at all times be subject to the inspection of the President and the Executive Board;
5. Ensure that effective financial accountability policies and practices are in place to ensure that monies are only spent as intended for legitimate trade union purposes;
6. Be responsible for the co-ordination of the activities of the Operational Services Division, (including making sure that the Division operates in accordance with the financial accountability policies and practices set to ensure the proper expenditure of union monies).
7. Report on all these matters to the President and Executive Board, (including advising the Board of any identified shortcoming in compliance with policies, procedures and expenditure approvals, and reporting on any corrective action taken.)
(January 19-21, 1977 B, p.16; March 9-10, 2005, B, p.9)

Section 9 - Executive Board Members 9.4 - Elected Officers (Full Time) - President and First Vice-President/Treasurer Authority and Responsibilities
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Section 9 - Executive Board Members
9.4 - Elected Officers (Full Time) - President & First Vice-President/Treasurer
Authority and Responsibilities

Absences (Replacements)

In all absences (of the President and/or First Vice- President/Treasurer) in excess of 20 working days, the next highest ranking vice-president shall be called to act in their stead on a full-time basis to provide the necessary and efficient operation of OPSEU and fulfil the requirements of the concept of having full-time elected officials in control.

(December 9-10, 1982 B, p.29-32)

Accommodation Expenses for Full-Time Officers

When a Board Member from outside the Greater Toronto area is elected to one of the full-time positions, the Union may at the request of that Officer, compensate that Officer for his/her temporary residential rental accommodation and other personal incidental expenses pertaining thereto that the Executive Committee deems to be reasonable. The Executive Committee may, on request and with proper supporting documentation, authorize payment for such requests. These expenses should be reviewed by the Executive Committee on a regular basis. The articles presently in place under the OPSSU and ASU collective agreements should be used as a reference guide.

(September 13-14, 2000 B, p.6)

Elected Full Time Officers: Entitlements

Upon Election:

- (A) When a member is elected to one of the full-time positions, the Union will relocate that person and reimburse expenses as follows:
1. Realty and legal fees and expenses resulting from the sale or rental of a house or apartment in the home city and similar commitments concerning the acquisition of accommodation in Toronto.
 2. Relocation expenses, including moving expenses, reasonable travel to and from the previous domicile, maximum of two spouse trips to view properties, and additional reasonable expenses.
 3. \$500 for incidentals, but no allowance for drapes, rugs, or their "personal" items.
 4. In the event that the incumbent is required to fulfil contractual obligations incurred from rental accommodation, such payments as required shall be paid to a maximum of 28 months from the date of election.

The two Full time officers of the Union begin their vacation entitlements as per the ASU Collective Agreement with the date they are Elected as President and 1st Vice- President/Treasurer and carry with them service accrued with their immediately previous employer. They shall both be entitled to the fringe benefit package enjoyed by staff, except with regard to vacations and lieu days (provided such benefits do not overlap or cancel out benefits continuing with the Ministry or Agency from which the elected person was drawn). The pension plan enjoyed at the place of work of the newly-elected officers will be maintained if possible. Where this is not possible, a financial arrangement with regard to pensions shall be made so that the individual(s) suffer(s) no financial loss with regard to ultimate pensionable income.

(amended January 21-22, 2009 B, p.9)

Section 9 - Executive Board Members
9.4 - Elected Officers (Full Time) - President & First Vice-President/Treasurer
Authority and Responsibilities

(B) Upon Termination:

The elected person, upon decision to terminate, shall give the union three months' notice in writing.

Similar reimbursement of expenses, as outlined in (A), shall be made when the elected person relinquishes the position.

- (C) Should an incumbent who stands for office not be re-elected, such person, in addition to (a) above, shall be granted the equivalent of four (4) weeks' salary at the existing rate for relocation purposes.
(June 8-10, 1978, C)

(D) Severance and Vacation Payment for Full-Time Officers

Severance and vacation payments to the President and First Vice-President/Treasurer will be based on the ASU collective agreement.
(May 16-17, 2007 B, p.3)

Pension Credits for Full-Time Officers

The policy of the Union regarding pension credits for full-time officers is that pension credits be based on full OPSEU pay, retroactive to the close of Convention 2001.
(Convention 2002)

OPSEU will attempt to negotiate access to the OPSEU Staff Pension Plan or the OPT for all full-time officers, thereby guaranteeing pension credit based on full OPSEU pay.

OPSEU will seek transfer agreements between all the pension plans of OPSEU members and the OPSEU Staff Pension Plan and the OPT.

For full-time officers whose pension arrangements do not recognize credit for full OPSEU pay, OPSEU's contribution to the officer's pension credit will be equal to what OPSEU would normally contribute to the OPT if that officer were in the OPT.

(June 27, 2002 B, p.9)

Remuneration

Every January 1, the President's annual salary will be increased by the CPI for Ontario as determined by Statistics Canada for the previous calendar year (September to September) (1995 - \$88,017.80).

The First Vice-President/Treasurer's annual salary remuneration will be 8% below that of the President (1995 - \$80,976.48).

(June 18-20, 1981 C; August 26-27, 1983 C; November 6-8, 1987 C;
February 3-5, 1989 C)

Section 9 - Executive Board Members 9.4 - Elected Officers (Full Time) - President & First Vice-President/Treasurer Authority and Responsibilities
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Rental and Travel Expenses for Full-Time Officers

Our policy on expenses for full-time officers clearly includes reasonable travel and rental costs for either full-time elected officer, should that officer decide to maintain their principal residence outside of reasonable commuting distance from Toronto.

(April 23-25, 1992, C, p. 48)

Time Sheets

The Offices of the President and First Vice-President/Treasurer will not be required to fill out time sheets.

(March 23-24, 1977 B, p.18)

Vacation Entitlements

The two Full time officers of the Union begin their vacation entitlements as per the ASU Collective Agreement with the date they are Elected as President and 1st Vice- President/Treasurer and carry with them service accrued with their immediately previous employer.

(January 21-22, 2009 B, p.9)

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Accounts Receivable

The Treasurer shall scrutinize all accounts receivable from members and subsidiary bodies and recommend to the Executive Committee whether such outstanding accounts receivable be pursued or written off.

(November 6, 1978 B, p.10)

Agenda

The Executive Committee will receive agendas via email 48 hours in advance of the meeting.

(May 7, 2009 EC, p5)

Agenda/Minutes: Area Councils

Chairpersons of area councils will receive, upon written request, the minutes of Executive Committee meetings, and a copy of the applicable Board agenda book along with the Board minutes.

(April 12-13, 1983 B, p.8; amended August 25, 1983 B, p.14)

Budget Procedures

The Administrator of the Financials Services Unit, in consultation with the Administrators, prepares a first draft of the budget based on current activities and staff complement.

(June 17, 2015 B p.2)

These preliminary departmental budgets are screened by the President and First Vice-President/Treasurer as well as recommending preferred levels of expenditures for all Board and member activities.

The budgets for Board, member and departmental expenses are presented to the Officers' meeting in November for detailed scrutiny and recommendation to the Executive Board.

The Officers' recommended budget levels are presented to the Board for final approval.

(November 22-23, 1980 B, p.9; amended October 28-30, 1982 B, p.5;
January 24-25, 1985 B, p.22; April 26-27, 1989 B, p.13)

Budget Procedures – Financial Information

The office of First Vice-President/Treasurer shall provide annually to the Executive Board all required financial information for the budget financial planning meeting no less than 7 working days prior to such meeting. The required information shall include, but not be limited to, all department, committee and caucus work plans and that the financial planning document shall contain at least a 2 year historical of the year end actuals as well as the year to date actuals.

(November 8-10, 2006 B, p.5)

Creation of New Locals in areas of Existing Membership,
Dissolution of Locals, Mergers, Transfers and Division of Locals

Recommendations to be brought by the Regional Vice-President to the Executive Committee (*through the President) for recommendation to the Board.

(January 25-26, 1979 B, p.7-9; October 26-27, 1978 B, p.18; November 22-23, 1980 B, p.4-6)

Section 9 - Executive Board Members 9.5 - Executive Committee
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Donations

The President will bring to the Executive Committee, with a recommendation, any OFL-endorsed request for financial assistance to another union and will report to the Executive Board on a monthly basis.

(April 12-13, 1983 B, p.14)

Expense Accounts: Appeals

Expense account appeals will be forwarded to the Executive Committee for review and decision.

(February 24-27, 1977 B, p.51)

Meeting Start Time

All executive committee meetings will start at 9:00 am.

(March 11, 2010 C; p.1)

Minutes

At each scheduled committee meeting the previous minutes of the last executive committee meeting will be approved and the aforementioned minutes are to be forwarded to all locals no later than 10 working days prior to the next scheduled executive committee meeting.

(September 16, 2009 EC, p.7)

Negotiations: Cost Items

Items proposed by the employer, or by the Union at any set of negotiations that include items that would incur a cost to the Union, must have the prior approval of the Executive Committee before a tentative agreement is signed.

(June 23-25, 1977 B, p.42)

OPSEU Owned Vehicles

When OPSEU owned vehicles are being used in the regions, the RVP and/or the Regional Supervisor will be responsible for its use. If someone other than the RVP or Supervisor are driving the OPSEU vehicle, the Office of the First Vice President will be informed in writing of the individuals name and a valid driver's license will be provided in advance for insurance purposes.

(April 13, 2016 B, p.11)

Presentations to the Executive Committee

The Executive Committee will hear presentations only when a request to make a presentation is agreed upon by majority poll of the Officers.

(February 19, 1982 EC)

Regional Board Activities: Budget

The allocation of the budget for Regional Board activities will be determined by the Executive Committee.

(January 18-19, 1995 B, p.17)

Section 9 - Executive Board Members 9.5 - Executive Committee
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Special Assistance

Requests for Special Assistance to Locals, along with an audited report, will be decided by the Officers.
(December 7-9, 1993 B, p.11)

Temporary Absence of Regional Vice-Presidents

Alternate Vice-Presidents or Regional EBM, will not replace a Regional Vice-President who is not in attendance at a regularly scheduled Executive Committee meeting.
(August 26, 1993 EC, p.1)

Tendering (excerpt)

The Executive Committee:

1. Shall be advised when any item is tendered.
2. Shall be empowered to approve the selection of any tender without reference to the Executive Board when an existing budget allocation already exists and the recommended tender is within the budgeted cost.
3. Shall seek prior Executive Board approval for the acceptance of any tender when the recommended tender is above the budget allocation.
4. Shall report for the record all transactions completed under the grant of authority in subsection (2) above including its reasons if it selects other than the lowest bid.
(March 5, 1982 B, p.14)

Trustees' Audit Reports

The First Vice-President/Treasurer should provide the Regional Vice-Presidents with a periodic report on those locals which have not submitted required trustees' audit reports in a timely manner. Such report will then be used for follow up by Regional Vice-Presidents at EBM/Staff meetings.
(January 29-30, 1987 B, p.8)

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Section 9 - Executive Board Members

9.6 - Sub-Committees

Ad Hoc and Presidential Advisory Committees

Ad hoc committees are to be brought into being through passage of the following motion:

"I move that the Executive Board strike an ad hoc committee onThe terms of reference of this ad hoc committee shall be as follows....."

Such ad hoc committees are obliged to report their findings to the Executive Board within ninety days of their establishment. If they believe that their mandate should be continued, this may be authorized by the President subject to confirmation by the Executive Board at its next meeting following the expiry of the ninety days in question.

Presidential committees (may be) set up solely by the President to act as advisory committees and consisting of such staff and/or OPSEU members as s/he sees fit. The findings and/or recommendations of such advisory committees shall form part of the President's report to the Executive Board.

(July 26-28, 1978 B, p.28)

Appointments to Sub-Committees

Executive Board members shall not be appointed to elected sub committees of the Executive Board.

(May 14-15, 2008 B, p.22)

Audit Committee

The terms of reference for the Audit Committee include the review of:

1. Nomination of Auditors
2. Overall Scope of the Audit
3. Results of Audit
4. Internal Financial Controls
5. Financial Information for Publication

The purpose of an Audit Committee is to:

1. Aid Board members in fulfilling their responsibilities.
2. Support all efforts to improve the financial controls.
3. Provide better communication between the Executive Board members and the auditors.

The Audit Committee will be comprised of three members of the Executive Board elected from and by the Board. The Chair will be elected from and by the members of the Audit Committee.

(October 24-25, 1980 B, p.28-29)

The Audit Committee shall present detailed reports to the Executive Board as follows:

1. Frequency: Quarterly reports;
2. Documentation: Along with the Audit Committee's report, Executive Board Members will be provided with copies of the "Management Letter" from the Auditors as well as copies of any and all correspondence between the Audit Committee and the Auditors;

Section 9 - Executive Board Members 9.6 - Sub-Committees

3. Disposition: The Audit Committee will provide the Executive Board with an accounting of the disposition of/status of each item as contained in the "Management Letter" and Audit Committee report.
(October 30 -31, 1985 B, p.43)

Audit Committee: Audit Reviews

The Audit Committee is authorized to initiate and conduct program review (ie. MERC's, Sector Meetings, Organizing Initiatives, Regional Office Expenditures, Committees, Caucuses... etc) at the Committee's discretion.

(May 19-20, 2004 B, p.67)

Audit Committee: Budget Review

The Audit Committee will review on a quarterly basis the budget situation of OPSEU, and subsequently make recommendations to the President and First Vice-President/Treasurer.

(August 30-September 2, 1993 B, p.16)

Audit Committee: EBM Expense Accounts

The Audit Committee may review the expense accounts of Executive Board Members.

(October 19-21, 1993 B p.40)

Audit Committee: New EBMs

New Executive Board Members shall receive a formal presentation from the Audit Committee and the staff person in charge of verifying the Boards expenses. This presentation shall take place during the new board members initial orientation.

(May 19-20, 2004 B, p.66)

Audit Committee: Report

The Audit Committee Report shall contain only the facts and recommendations surrounding their findings.

(January 24-25, 2001 B, p.23)

Joint Insurance Benefits Review Committee (Union Side)

- a) The membership of the Joint Insurance Benefits Review Committee shall be:
1. The First-Vice-President, or a designee chosen from the Regional Vice-Presidents
 2. Two members elected by and from the Working Conditions Negotiating Committee.
- b) The benefits officers and a negotiator shall be assigned to the committee to serve as advisors.
- c) The First Vice-President, or a designee chosen from the Regional Vice-Presidents shall chair the committee.
- d) The members of the committee drawn from the Employee Benefits/Working Conditions Negotiating Committee shall be appointed for two years.

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- e) The terms of reference of the committee shall continue to be those specified in the policy manual and as expanded upon by the OPS Collective Agreement.
- f) The committee shall be named the "Joint Insurance Benefits Review Committee (Union Side)".
(November 6, 1978 B, p.15-16; November 23-24, 1978 B, p.34; December 7-9, 1994 B, p. 24)

Membership Technical Advisory Committee

OPSEU will establish a technical advisory committee with the following terms of reference, functions, meeting frequency, composition, manner of selection and term. The expenses of the committee will be from the office of the First Vice-President/Treasurer at an estimated cost of operating the committee at \$7,000 per year.

Terms of Reference

The Technical Advisory Committee is a membership committee which provides input on the use of information technology within OPSEU from a membership perspective. The Committee members will identify membership issues requiring technology based solutions and will communicate these issues to the First Vice-President for consideration. The Committee is designed to tap the technical expertise that exists in the membership and may be asked to locate technical resources in the membership or to comment on specific technology-related matters confronting OPSEU. Additionally, members will identify new technologies being used in their workplace that may have potential benefit for use within OPSEU and will initiate discussions on how this technology might be applied.

Main Functions

- 1. Identify and communicate to the First Vice-President membership needs and issues requiring technology based solutions.
- 2. Assist the Information Services Department to draw on the technical resources of the membership.
- 3. Update the First Vice-President regarding the technologies being used in the workplace that might benefit OPSEU.
- 4. Provide advice in the area of information technology when requested by the First Vice-President.

Meeting Frequency

The Committee will meet at least 2 times per year with the First Vice-President, staff from the Information Services Department and staff from other departments that work closely with information technology and the membership.

Composition

- 1. There will be a maximum of 4 persons on the Technical Advisory Committee.
- 2. All members must be dues paying members in good standing.
- 3. Members must have superior technical knowledge in the area of information systems.

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4. Members must have a good understanding of OPSEU in order to appreciate how to apply the technology to the organization.
5. Technical background and union activity will be the criteria for the selection of the members. However, members should be chosen such that they cover a broad spectrum of the membership.
6. Staff support to the Committee will be provided by the Coordinator of Information Services.

Committee Reports

1. Committee recommendations will be directed to the First Vice-President for action.
2. All Committee recommendations will be reported to the Executive Board.

Selection and Term

1. The position will be posted to the membership via OPSEU fax and website.
2. The four Committee members will be selected from the applicants by the President in consultation with the First Vice-President/Treasurer, the Coordinator of Information Services and the Regional Vice-Presidents.
3. The positions will be posted each year but incumbents may be reappointed.

Budget Allocation

The expenses of the Committee will be charged to the budget of the First Vice-President/Treasurer.
(January 16-17, 1991 B, p.10; April 1-2, 1996 B, p.21-22)

OPSEU Employer Negotiating Committee

The OPSEU Employer Negotiating Committee for purposes of staff relations will comprise: President, First Vice President/ Treasurer, two members of the Executive Committee elected by the Executive Committee, and two members of the Executive Board elected by the Executive Board (total of six).
(December 6-7, 1984 B, p.8)

In future staff negotiations, the Officers and the Board will be called in to attend demand-setting meetings. The Board shall consider recommendations from the Officers and amend or change as deemed appropriate. Such demand-setting meetings may be concurrent with regular Board or Officers meetings.
(June 23-25, 1977 B, p.25)

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Section 10 - Expense Guidelines 10.1 - General

Accommodation: Centrally Run Events

Members will provide their rooming information along with their registration details and the accommodations will be booked centrally on their behalf. The Request for Accommodations Form will be included with the call documents for their respective meeting/conference, etc. Members will still be responsible for payment of all hotel charges at checkout. The bills will still be submitted for reimbursement using an expense claim form.

This policy applies to the following events:

BPS Conference
CAAT-A and CAAT-S Divisional Meetings
Central Bargaining Conferences and other related events
Editors Weekend
Francophone Conference
International Youth Day Conference
Joint Leadership Day
OPS Divisional Meeting
Provincial Human Rights Conference
Provincial Women's Conference

Accommodation: Arrangements

Overnight accommodation in connection with meetings to be held in Toronto should be made through Head Office.

Where reservations are made by an individual member, the hotel should be advised that the individual is a government employee as the majority of hotels will give a preferred rate.

Personal expenses, e.g. restaurant, valet, included in the hotel bill cannot be claimed on the expense account. When attending duly authorized Union meetings, telephone calls to a member's home, once per day, will be paid. Telephone calls made in performance of OPSEU business will be paid by the Union; a copy of the telephone bill must accompany the expense account. Members are entitled to utilize either internet or telephone services to a maximum of \$10 per day.

Accommodation: Delegates to Conventions

Delegates must be booked into the convention hotel, or their room costs will not be paid.

When sharing a double room with an observer or spouse, the observer or spouse is responsible for 50% of the room charge.

Accommodation: Executive Board Members

Accommodation for Board members staying in a hotel during Board meetings will be arranged by Head Office. All hotel charges for single room accommodation, room tax, telephone calls and parking will be paid by Board members and reconciled by submitting expenses.

(amended February 26-27, 2014 B, p.3)

Section 10 - Expense Guidelines

10.1 - General

Board members will be responsible for paying personal expenses incurred by them during their stay when they check out of the hotel.

If a Board member does not wish to stay at the hotel where accommodation has been reserved, s/he should inform Head Office. S/he must make his/her own arrangements for alternative hotel accommodation. Head Office has been instructed not to assist in making such arrangements.

Similar accommodations, where possible, shall be provided to Board members for all meetings of the Board.

At all conventions, restaurant items charged to a Board member's room, i.e. mix, ice, food, will be paid by the Board member at the time of check-out from the hotel.

(October 28-30, 1982 B, p. 25, 29-30; August 21-22, 1980 B, p.13)

Accommodation: Executive Members of Retirees Division

The Executive of the Retirees Division are authorized to use funds from their budget for single room accommodation when on OPSEU business.

(October 24-25, 1990 B, p.24)

Accommodation: Hotel/Alternative

Members/staff who are assigned to, elected to, or appointed to work on a temporary basis on union tasks that are expected to last longer than three consecutive months, and who relocate in accordance with the OPSEU policy to the location where that assignment is based shall be entitled to compensation as set out in the following:

- In Toronto, an allowance of \$1500 per month to cover costs of accommodation, accommodation-related expenses, including but not limited to rent, parking, utilities, communication services, meals and travel within the location of the assignment
- Outside of Toronto, an allowance as set out above, adjusted by an amount determined by OPSEU to reflect market rental costs in that location
- OPSEU staff will assist in finding appropriate accommodation
- Costs will be billed to the appropriate OPSEU budget
- Where staff collective agreements contain terms which impinge upon or are impinged upon by this policy, the terms of the respective collective agreements shall prevail
- The accommodation allowance shall continue in any calendar month in which the person is assigned to the task
- This policy shall be reviewed annually with regard to the rental costs in Toronto and other affected OPSEU locations

(September 19-20, 2007 B, p.17)

A member authorized to have hotel accommodation but who does not wish to stay in the hotel where accommodation has been reserved must inform Head Office. Failure to do so will result in the costs incurred by the Union for the unused room being deducted from his/her expenses. A member must make his/her own arrangements for alternative hotel accommodation. Head Office staff have been instructed not to assist in making such arrangements. The cost of the alternative accredited hotel/motel/bed and breakfast accommodation is not to exceed that of the hotel selected by Head Office. Where a member chooses to stay somewhere other than a Hotel, the cost of that accommodation plus mileage and/or parking is not to exceed that of the hotel selected by Head Office.

Section 10 - Expense Guidelines

10.1 - General

(January 27-28, 1999 B, p.4; April 14, 1984 B, p.4)

Accommodation: Hotel Within 60 km

Head Office will not pay for accommodation for members living within 60 kilometres of the hotel unless it is necessary for their participation in a late evening session or where it is cheaper to provide accommodation than it is to pay mileage. This does not apply to Conventions or Regional meetings.

(December 12-13, 2001 B, p.14; April 16-17, 1996 B, p.4; C. 1996)

Accommodation: Negotiating Team Members

Single accommodation for Negotiating Team members, if they so desire, shall be accorded when called in for negotiating sessions and for caucus meetings immediately prior to negotiating sessions.

Whenever a caucus room is provided the chairperson of a negotiating team will not be assigned a suite.

(May 6, 1985 B, p.15)

Accommodation: Constitutionally Elected Provincial Committee

Where necessary and where requested, members of Constitutionally elected Provincial Committees shall be accorded single accommodation for the purposes of committee meetings to be funded from their respective committee budgets.

(September 19-20, 2012 B, p.10; December 10-11, 2008 B, p.14; January 29-30, 1987 B, p.24)

Accommodation: Shared Accommodation

Head Office will pay only costs of shared accommodation for regional, divisional meetings, educationals, OPS, BPS, CAAT (A) (S) conferences, the annual convention and all other duly authorized meetings, unless otherwise indicated. Individuals elected to Occupational Divisions are encouraged to share where possible but are entitled to single accommodation when meeting outside of 10.1-5 for authorized divisional work which will be funded from their respective committee budgets.

(September 19-20, 2012 B, p.12; October 30-31, 1985 B, p.12)

The general policy of shared accommodation continues in effect and members are entitled only to one half of the shared accommodation rate if they wish to make their own arrangements. Furthermore, if OPSEU incurs any extra charges as a result of any last minute room switches made by the members themselves, costs in excess of one half the shared basis rate will be charged to the member who will be responsible to reimburse OPSEU.

(January 29-30, 1987 B, p.7)

Accommodation: Unionized Hotels

Whenever possible, a unionized hotel be used by members and staff of OPSEU when on OPSEU business.

(May 14-15, 2008 B, p.4)

Accommodation: Weekend Educationals

Members attending weekend educationals who are within a normal commuting distance may, nevertheless, obtain hotel accommodation if this is necessary for their participation in the educational sessions.

(March 31, 1985 B, p.4)

Section 10 - Expense Guidelines

10.1 - General

Advances: Deductions from Salary Cheques

The practice of deducting expense advances from salary cheques will be discontinued effective immediately unless done at the discretion of the Accounting Clerk and with permission from the Member to clear outstanding balances greater than 3 months.

(November 7-9, 1986 C, p.26)

Advances: Expense Accounts Not Submitted

When expense accounts have not been submitted in the normal way for money advanced by Head Office:

- 1.* The member should be written to twice urging him/her to send in the expense accounts. Expense account forms should be enclosed on both occasions.
2. The address of the member should be verified.
3. The President or Secretary-Treasurer of the member's Local should be informed of the outstanding matter with the member. (May 7, 2014 B, p.8)
4. No further advance will be paid to any member for whom expense accounts are outstanding. None of these steps will apply until Step 1 has been implemented. (August 21-22, 1980 B, p.13)

* After two letters have been sent, according to policy, amounts of \$10.00 or less will be written off.

(September 14, 1987 EC, p.6)

Advances: Locals' Responsibility

Head Office, or area authorizing the advance, will be responsible for any money or advance authorized to members elected outside the Locals' control.

(August 14-15, 1991 B, p. 44)

Advances: Lost Wages

Members are permitted to access advances for lost wages.

(October 20-21, 2010 B, p. 18)

Advances: Minimum Level

Advances for expenses related to events sanctioned or authorized by OPSEU, can only be requested where it is estimated that such expenses will total \$25 or more, such that the minimum level of expense advances to members will be \$25. Where expenses are estimated to be less than \$25 no advance cheques will be issued, but in such cases, members can then submit the usual expense claims for reimbursement by OPSEU.

(December 3-4, 1987 B, p.4)

Advances: Negotiating Team Members

Negotiating Team members may obtain an operating advance for the term of negotiations enabling them to operate on Union money instead of their own.

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All operating advances must be cleared when expense accounts are submitted at the end of negotiations.

Advances: Unusual, Board Members

All unusual advances for making specially-authorized trips must be approved in advance by the President. Further, all accounts of expenses incurred in making special trips must be submitted to the accounting department as soon as possible after return from such a trip and any amount not spent must be returned to the Union. Exchange rate and entertainment are approved for fraternal visits. These expenses are to be listed as Public Relations for the benefit of the membership so that the percentage of dues may be calculated as to what is actually spent on representation, etc. in the event of the Rand or similar formula.

(August 21-22, 1980 B, p.13)

Authorization

Expenses are paid according to the guidelines set by the Convention and the Board and cannot be altered by motions passed at individual meetings.

(March 6-7, 1986 B, p.11)

OPSEU allows and accepts scanned, faxed or emailed copies of expense forms, nominations, credentials and minutes for all events sponsored by OPSEU.

(May 7-9, 2015 C)

Credit Cards for Air Travel

Credit cards for air travel will be issued to Executive Board members who normally use airlines as a means of transportation while on Executive Board business.

(July 23-24, 1981 B, p.1)

Expense Accounts: Appeals

Expense account appeals will be forwarded to the Executive Committee for review and decision.

(February 24-27, 1977 B, p.51)

Expense Accounts: Submission

Expense accounts should be received by Head Office within ten days of the expense being incurred but in any event not later than three months after the expense has been incurred. Accounts submitted after the three month period will not be honoured, except in unusual circumstances (subject to appeal procedure).

(August 21-22, 1980 B, p.13)

WHEREAS the policy manual states that a three month period is the maximum allowed for submission of expense claims;

BE IT RESOLVED that our members be reminded of that policy; and that the policy be enforced more stringently.

(March 1-2, 1995 B, p.13)

Section 10 - Expense Guidelines 10.1 - General

Expense Accounts: Submission - Executive Board Members

Executive Board Members' expense accounts must be submitted every month, or they will not be honoured unless the circumstances preventing their submission are acceptable to the President and the First Vice-President (subject to appeal procedure).

(August 21-22, 1980 B, p.13)

1. Separate activities - separate activities to go on separate expense claims.
2. Regional activity (business) - to be explained in detail on the expense claims.
3. Meeting date – forms to be filled out completely on expense claims.
4. Mileage claim - mileage data is required in the mileage column.
5. Hotel telephone use - to put all phone calls on their calling cards.
6. Time off letters - time off letter is required to justify any wage claim.
7. Strike expenses – to be charged to CGSC or central strike expenses.
8. Authority - accounting department is authorized to return claims which are not filled out satisfactory.
9. Presidential assignment days - the wage column of their expense claim must indicate how many hours were used.
(September 21-22, 2011 B, p. 17; March 5-7, 1997 B, p.31-32)

The Executive Board reaffirms policy 10.1-8 of the OPSEU Policy Manual. Presidential assignment days – the wage column of their expense claim must indicate how many hours were used.

(September 21-22, 2011 B, p.17)

Expense Accounts: Submission - Negotiating Teams

Negotiating Team members are to submit their expense accounts to the team Chairperson, or OPSEU staff member, upon conclusion of the meeting. The team Chairperson, or OPSEU staff member, as appropriate, will be responsible for submitting the accounts, along with the attendance register, to Head Office. The attendance register will be for verification of the attendance at the meeting. The team Chairperson, or OPSEU staff member, as appropriate, will also be responsible for verification of expenses submitted by members of the team. Receipts are to be submitted with expense accounts.

(November 4-5, 1987 B, p.14)

Expense Claim

The accounting department will continue to pay all properly completed expense forms within 7 days of receiving them.

(June 10-11, 2010 B, p.30)

Section 10 - Expense Guidelines

10.1 - General

Expense Claim: Non Bill Back Members

OPSEU will create a different coloured expense forms for members not on bill back for lost wages. Non bill back members expense forms will be processed first as they are received.

(Convention 2010, p. 37)

Expense Claim: Submission - One Form Per Meeting/One Cheque

The Union will require members to fill out one form per meeting and Accounting will issue one cheque for all expenses.

(December 12-13, 1992 B, p. 22-23)

Funding: Health and Safety Teams

The OPS Health and Safety teams will not be funded, except for Ministries of Transportation and Corrections.

(April 16-17, 1996 B, p.5)

Hospitality Expense Receipts

Hospitality expense receipts shall include purpose of expense and parties involved in the expenditure.

(March 1-2, 1995 B, p.13)

Meals

Meal allowances will be breakfast \$13.00, lunch \$19.00 and dinner \$29.00 for a total of \$61.00.

(November 15-17, 2015 B; December 10-11, 2008 B, p.8; January 23-24, 2008 Budget; November 8-10, 2006 B, p.9; March 8-9, 2006 B, p.7; March 9-10, 2005 B, p.16; December 4, 2003 B, p.5; January 23-24, 2002 B, p.10; January 14-16, 1992 B, p. 33; July 6-7, 1987 B, p.16; November 1-4, 1984 C, p.7; June 18-20, 1981 C)

Own Time

Compensation for loss of time, vacation days, lieu days, including statutory holidays, when attending meetings authorized by conventions, or when on OPSEU business authorized by the President, will be paid at the rate of \$45 per day. Such meetings to include:

- Grievance Hearings or meetings, but only with prior approval by the head office Grievance Department;
- Labour Board and Tribunal appearances for organizing activities, in situations where there are no wages being paid, but only with prior approval by the head office Organizing Department;

Own Time will not be paid for travelling time (for exceptions see Convention '89 policy), and with the exception of weekends where applicable, for the use of sick day credits or while receiving WC benefits.

Members will be paid Own Time or Lost Wages to attend training (educational) sessions when attending One-Week or Two-Week seminars.

(April 21-22, 1988 B, p.3)

Section 10 - Expense Guidelines 10.1 - General

Own time will be payable to members who travel on Union business on their days off where such travel requires more than four (4) hours of the members' own time.

(February 3-5, 1989 C)

Own time will not be paid when members use an unpaid day.

(April 18-20, 1996 C)

Parking

Parking claims will be paid only when supported by properly validated receipts.

(January 29-30, 1987 B, p.3)

Presentations to Executive Board – Members' Expenses

The central Union will pay the expenses of members making presentations to the Executive Committee and Executive Board only when those members are challenging a decision of their Local and hence cannot be assumed to be assisted financially by their Local; provided that any Local wishing to sponsor a presentation but having financial difficulty in doing so may seek help from head office under the Board's policy relating to "special assistance" or by requesting an advance on the Local's next rebate.

Committees wishing to make a presentation to the Executive Board will be responsible for all costs from their committee budget lines.

(September 20-21, 2006 B, p.6)

Reports: Negotiating Team Allowances

The Executive Board will receive a regular accounting of per diem and other allowances received by individual provincial negotiating team members. These allowances will be reported to the Convention.

(September 10-11, 1986 B, p.27)

Room Service Charges by Negotiating Teams

The Accounting Department will submit periodic reports to the Board on room service charges by negotiating teams.

(January 29-30, 1987 B, p.6)

Statutory Holidays: Meetings Called By Subsidiary Bodies on Statutory Holidays

OPSEU Union meetings will not be held on statutory holidays. If a subsidiary body, i.e., CLC, NUPGE or OFL calls a meeting on a statutory holiday, members will attend with the understanding that they will be compensated at the straight time rate only, provided they were scheduled to work that holiday.

(March 6-7, 1986 B, p.11)

T.Q.M. Facilitators: Compensation

T.Q.M. facilitators will receive \$50 per diem for evening courses and \$150 per diem for full-day training on weekends.

(April 26, 1995 B, p.9)

Section 10 - Expense Guidelines 10.1 - General

Taxation: Local Honoraria, Own Time and Time-Off Payments

Each dollar of income paid by the Union to a member is subject to income taxes; and honoraria, own-time and time off paid out of local funds fall into this category; and responsibility for deducting tax lies with the payer.

All such payments made by Head Office, at the instruction of the locals, will be subjected to statutory income tax, employment insurance and Canada pension plan deductions, and will be deducted from subsequent rebates otherwise payable to the applicable locals.

(August 23-24, 1979 B, p.2-3)

Taxation: Wage Claims

The Union will continue to deduct 25% at source and any member, upon request and submission of a TD1, will receive deductions as per the tax schedule.

(November 25-26, 1979 B, p.14)

Taxi

Taxi claims are paid if supported by receipts. All taxi receipts must be dated, cab number indicated and signed by the driver, or the claim will not be paid.

(January 29-30, 1987 B, p.3)

Tips for Porters

Tips for porters are not reimbursed by OPSEU unless the member or staff substantiates the expense as an exceptional circumstance.

(January 29-30, 1987 B, p.6)

Transportation: Between Downtown and Head Office

Members who are travelling without luggage from downtown to Head Office should use the subway to York Mills and then taxi to 100 Lesmill Road.

Members who are encumbered with luggage may take a taxi from downtown to 100 Lesmill. Members should try to share taxi rides.

Members with cars may use their car for transportation between downtown and 100 Lesmill and claim mileage for approximately 18km (11 miles).

These policies apply to return trips.

(September 16-18, 1992 B, p.34)

Transportation: Claims - Mileage, Train, Bus, Air

Where more than one member travels in a vehicle, only the driver shall be reimbursed for mileage.

The Accounting Department should ensure that mileage claims are limited to the mileage reflected in a web-based mileage tracking site (i.e.; Google Maps or Map Quest) and in the case of vicinity mileage, 15 kilometres each way; and that transportation claims for train, bus, airfare and taxi are supported by original receipts.

Section 10 - Expense Guidelines 10.1 - General

(February 26-27, 2014 B, p.4; January 29-30, 1987 B, p.5)

For Convention purposes only, members who fly, may submit seat assignment costs for refund on their Convention Expense claims.

(March 4-5, 2015 B)

Transportation: Executive Board Members

Executive Board Members will be entitled to use the quickest method of transportation to and from the airport.

(April 14, 1984 B, p.2)

Transportation: From the Airport:

Members travelling from the airport to Downtown Toronto should use the airport bus to a downtown hotel. A taxi may be used from a downtown hotel to the final destination, if necessary.

Members travelling from the airport to 100 Lesmill Road may take a taxi. Members should try to share taxi rides.

These policies also apply to return trips.

(September 16-18, 1992 B, p. 33)

Transportation: Mileage/kilometrage

The Transportation/Kilometric rate will be as follows: One (1) OPSEU member traveling alone \$0.55/km; two (2) OPSEU members, \$0.60/km; three (3) OPSEU members \$0.65/km; four (4) OPSEU members \$0.70/km; five (5) OPSEU members \$0.75/km. Any transportation/kilometric expense claim form involving OPSEU members as passengers must have the members name on the expense form.

(December 16-17, 2015 B; January 21-22, 2009 B, p.7; January 23-24, 2008 B; p.3)

Mileage at the rate of 40 cents per kilometre is paid according to distances published by the Ministry of Transportation (effective July 1, 1990).

(September 21-22, 2005 B, p.12; March 9-10, 2005 B, p.16; December 4, 2003 B, p.4; January 24-25, 2001 B, p.4; June 12-13, 1991 B, p. 33; August 26-27, 1983 C; July 23-24, 1981 B, p.1; June 18-20, 1981 C)

Transportation: Most Economical

Wherever it is more economical, members should be instructed to use public transportation. Receipts for public transportation including bus transportation should be furnished, if possible, before the expense will be honoured. Whenever possible, air travel must be economy class with a cap of \$30.00 per direction for first luggage bag allowance.

(Composite policies June 1981 C to August 1983 C)

Claims for flight insurance on airline tickets will not be paid.

(February 26-27, 2014 B, p.4)

Transportation: Northeastern Area Council

Head Office will help in making the Northeastern Area Council viable by funding elected delegates' travel expenses, to be limited to meals, mileage and accommodation in order that the Northeastern Area Council can meet quarterly.

Section 10 - Expense Guidelines 10.1 - General

(February 28-March 1, 1985 B, p.19)

Travel Time: Loss of Wages

A claim for loss of wages for reasonable travelling time to and from authorized union meetings is allowed.

(August 26-27, 1983 C)

Travel Time: Wages

When a member exercises his/her individual choice to use a personal vehicle when the use of alternative, timely public transportation is available, no lost wages for travel time will be paid by OPSEU, unless a suitable explanation has been submitted to and accepted by the First Vice-President/Treasurer.

(November 5-6, 1986 B, p.26)

Wage Claims

Where non-full-time employees do work for the union for collective bargaining purposes (bargaining, caucus, mobilization) or for Convention, the union will request that employers cover their wages as though they had been scheduled to work on those days.

Where employers refuse (or the agreement with the employer would normally involve the union reimbursing the employer for the wages), the union will reimburse the wages of non-full-time employees for days off for bargaining purposes or for Convention as if they had been scheduled to work on the day in question.

(December 13-14, 2006 B, p.7)

Claims for lost wages must be accompanied by supporting documentation confirming the details of time off without pay.

(April 26-29, 1986 B, p.2)

Wage Claims: Dues Deduction

Dues will be deducted from wage claim payments to members and this procedure will be implemented at the same time as deductions for Canada Pension Plan and Employment Insurance premiums are imposed upon OPSEU.

(October 24-25, 1990 B, p.3)

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10.2 – Child Care Policy

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Section 10 - Expense Guidelines 10.2 – Child Care Policy

Child Care Policy

This policy will be widely and regularly advertised in the membership.

Allowance/Reimbursement

Members should be allowed to increase the size of the advance that they obtain to attend a function to cover expected child care costs.

Members will be reimbursed for child care claims for actual costs paid to the care provider subject to the limits set out in the policy: At the rate of \$10.00 per hour to a maximum of 12 hours. Overnight fee \$40.00 to a maximum or \$160.00 per 24-hour period. It is recognized that to guarantee meaningful access to union activities, child care both day and night may be necessary.

(April 14-16, 2016 C, pg. 29)

Claims will be allowed for all union events coordinated by Head Office/Regional Office. It is understood that union commitments out-of-town often require alternative child care arrangements even on work days and during evenings/nights.

Members may claim reimbursement for child care expenses incurred wherever the service is provided, at home, in town or out of town. This remains the members' choice, to bring their children to our events or to leave them at home. Care may be provided by friends, family, neighbours, child care providers of professional or commercial services, or any other arrangement satisfactory to the member making the claim. A spouse is excluded from the list of eligible care providers. A receipt, signed by the care provider, showing the dates the service was provided, the address and phone number of the care provider and the names and ages of the children, could be obtained by the member at the time of payment. This should be accepted as appropriate documentation.

The Child Care expense payable is intended to assist the member in covering additional costs incurred as a direct result of attending an OPSEU activity.

It is not the intention of this policy to reimburse normal family care costs that would ordinarily accrue had the member been at his/her place of work.

Reimbursement will cover children up to and including the age of sixteen years, who are under the guardianship of members making the claim.

(June 16, 2004 B, p.6, 2005 C, p.13)

OPSEU Sponsored Child care Services at Union Functions

OPSEU undertakes to provide child care service, when requested, at all union educationals, conventions, regional, divisional and demand-setting meetings where the membership requests at least three weeks prior to the event. Members who bring their children to OPSEU sponsored functions should normally be required to use the on-site child care service if it is available. The three week notice will ensure adequate time to process advances when requested. If no requests for on-site child care are received three weeks prior to the activity date, child care arrangements for on-site child care may not be made. If members then bring children to the event without the required notice, the member should be responsible for making his/her own child care arrangements. Locals are encouraged to continue providing child care for their meetings to be paid by their local rebate monies.

Section 10 - Expense Guidelines

10.2 – Child Care Policy

OPSEU will provide child care for alternates and observers, who pre-register, at all OPSEU functions where that service is provided.

(June 7-8, 1995 B p.16)

OPSEU will maximize membership participation, by increasing the hours of child care from 7:00 pm-11:00 pm at all central divisional and sector meetings including the BPS conference, when members are staying at the hotel.

(January 24-25, 2007 B, p.25)

Swimming will be prohibited in any OPSEU on-site care program.

(September 25-26, 2013 B, p.19)

External activities will not be offered in any central OPSEU on-site care program.

(September 25-26, 2013 B, p.20)

Who is covered

1. A child is a minor (16 years of age and under) who resides permanently with a member.
2. Any dependant who resides permanently with a member.

The OPSEU Executive Board re-confirms that the OPSEU Child Care Policy applies to members who have a parent/child relationship with the child being placed in the child care program. This includes parents, legal guardians and care givers.

(January 30, 2013 B, p.5)

Child care Providers: Members

Based on the member-instructor model, The Equal Opportunities Department in co-operation with Support Services will recruit qualified members willing to provide on site child care services at union functions. These qualified members will be briefed on current policy and procedures by the Equal Opportunities Department.

When wage replacement is not paid, member-child care providers will be paid an honorarium of a flat rate of \$20 per hour, with a *minimum* daily payment of \$75 to provide this on-site service. A standby fee of \$60 should be paid to all care providers who are on call but not utilized. *The leadhand member-child care provider would receive an honorarium of a premium rate of \$25.00 per hour.* Their expenses to attend the union function to provide the service, will be paid according to existing union policy.

(amended April 1-2, 1996 B, p.35)

Materials required to provide the service will be purchased and stored regionally and at Head Office. The equipment will be purchased and/or rented based on the advice of the member-child care providers. The funds for the capital expenditures will be drawn from the Fund.

The OPSEU Executive Board re-confirms that the practice of using OPSEU members to provide care services at on-site OPSEU day cares shall continue and that a unionized day care agency shall be contracted for use on an as needed basis to supplement the ranks of OPSEU members at OPSEU events.

(January 30, 2013 B, p.5)

Section 10 - Expense Guidelines 10.2 – Child Care Policy

Other Child care Requirement

Members may wish to hire a child care service or a member provider in the town where the union activity is held. The Convention Office will maintain a file of qualified child care service providers, centrally and regionally, and provide this as an information service to members.

Special rates may be arranged for OPSEU members with a specific child care service, upon negotiations between OPSEU and the child care service. The provision of service will be arranged directly by the member. OPSEU is not insured for these services, therefore, OPSEU assumes no liability.

Expenses Associated with Children Attending Union Events

Members who bring children to union events will be entitled to single accommodation. The meal allowance for children 12 years of age or less should be 50 per cent of OPSEU's standard meal allowance, (before their 13th birthday).

(amended January 30, 2013 B, p.6)

Section 10 - Expense Guidelines
10.3 - Attendant Care Policy

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Section 10 - Expense Guidelines 10.3 - Attendant Care Policy

Attendant Care Policy

This policy will be widely and regularly advertised in the membership.

Allowance/Reimbursement

The Attendant Care expense payable is intended to assist the member in covering additional costs incurred as a direct result of attending an OPSEU activity.

It is not the intention of this policy to reimburse normal family care costs that would ordinarily accrue had the member been at his/her place of work.

Elder/Dependant Care

Increasingly, our members have elder/dependant persons living with them whom they consider part of their family and for whom they are responsible.

The intent is to cover the expenses of a person who shall be defined as over the age of 16 and who is permanently residing with a member and who is either differently-abled, and/or aged under the care of the member making the claim.

Allowance/Reimbursement

Members will be reimbursed for elder/dependant care claims at their actual costs paid to the care provider subject to the limits set out in the policy: At the rate of \$10.00 per hour to a maximum of 12 hours. Overnight fee of \$40.00 to a maximum of \$160.00 for a 24 hour period.

(April 14-16, 2016 C, pg. 29)

Claims will be allowed for all union events coordinated by Head Office/Regional Offices. It is understood that union commitments out-of-town often require alternative elder care arrangements on both work days and during evenings/nights.

Members may claim reimbursement for elder/dependant care expenses incurred wherever the service is provided, at home, in town or out of town. It may be provided by friends, family, neighbours, or professional or commercial services, or any other arrangement satisfactory to the member making the claim. A spouse is excluded from the list of eligible care providers.

(June 16, 2004 B, p.6, 2005 C, p.13)

A. Attendant Care

The barriers to union involvement for our members with disabilities must be removed.

Personal dignity is essential. Twenty-four (24) hour care may be necessary, and they must receive attendant care from a provider who will maintain the independence and dignity of our members. It remains the member's right to choose who provides the care that is needed.

Three (3) weeks notification to the Convention Office prior to the event will be necessary to facilitate individual care (e.g. attendant, sign language interpretation, braille, tapes, reader, note taker, etc.) and to ensure appropriate processing time for advances if requested.

Section 10 - Expense Guidelines 10.3 - Attendant Care Policy

Members may claim attendant care for themselves or a dependant. The claim for attendant care will cover professional expenses. The claims may be verified and must be signed by the service provider.

B. Membership Services

To be able to effectively communicate with the membership we should have OPSEU's business cards accessible to members who are visually impaired and install TDD lines in all regional offices for the hearing impaired.

(October 20-22, 1992 B, p.31; June 15-17, 1993 B, p.3-8; April 1-2, 1996 B, p.35)

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Section 11 - Financial Control and Accountability 11.1 – General

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Section 11 - Financial Control and Accountability 11.1 – General

Anonymous Allegations

Where a member or staff person feels there is an abuse of the Union's resources, they should bring it to the attention of the suspected abuser, Audit Committee or an Elected Full-Time Officer, either verbally or in writing and if an explanation is not forthcoming and acceptable, the allegation shall be brought to the attention of the Executive Board as soon as possible.

The Executive Board shall ensure that the matter is resolved in accordance with the Board's obligations as set out under the "General Principles of Financial and Fiduciary Responsibility" section.

This policy does not preclude staff, the Audit Committee or the full-time officers from carrying out their normal responsibilities for financial accountability. In particular, Administrators and Supervisors with delegated budget responsibility retain their ongoing responsibility to monitor budget expenditures and report any anomalies to the Administrator of the Financials Services Unit immediately.

(March 9-10, 2005 B, p.11; June 17, 2015 B p.2)

Audit (Outside): Funds in the Hands of Locals

1. At least 5% of the locals in each region should be subject to outside audit. These locals are to be selected randomly (i.e. by chance);
2. Other locals may be selected for outside audit by the First Vice-President/Treasurer on the recommendation of the Audit Committee;
3. The corporate auditor should audit 2-4 of the selected locals;
4. One member-auditor per region will be selected by the Audit Committee to do the outside audit on the locals in that region. Executive Board Members are not eligible to be selected;
5. If a conflict of interest arises between a regional member-auditor and a local selected for audit, a member auditor from another region will be assigned to do the audit. In this context, the First Vice -President/Treasurer will be the final arbiter on the existence of a conflict of interest.

This policy will not apply to funds generated by the locals themselves.

Locals with outside sources of revenue should be encouraged to put this revenue in an account separate from the funds from Head Office.

(December 9, 1983 B, p.1-3)

Audit Committee

Audit Process

OPSEU's annual audit process will be subject to official review involving receipt of proposals from a minimum of five auditing firms familiar with labour organizations, and recommendations arising therefrom would be in accordance with article 26.2 and 28.4 of the Constitution and section 94 of the Corporations Act. Such periodic review will occur for the 1993 fiscal year and every five years thereafter.

(May 9, 1990 B, p.8)

Section 11 - Financial Control and Accountability 11.1 – General

Banking: Bank Line of Credit

It is in the interests of OPSEU to enter a security agreement with an Executive Board approved financial institution as security for its authorized line of credit; (October 26-27, 2011 B, p.6)

1. OPSEU will mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future equipment, inventory, intangibles, undertaking and other assets excluding real property as security for its line of credit with the Bank of Montreal.
2. The President and First Vice-President are authorized to execute a security agreement on behalf of OPSEU and are authorized to execute any other documents and do such other things as may be necessary to fulfil OPSEU's obligations under the security agreement.
(September 16-18, 1992, B, p.36)

Pursuant to a by-law relating to borrowing and security passed by the Board of Directors of the corporation and confirmed by at least two-thirds of the votes cast at a general meeting of members called for considering such by-law, all in accordance with section 59 of the *Corporation Act* (Ontario) and the letters patent of the corporation, the corporation is authorized to borrow money and grant security for such borrowing.

May 15-16, 2002, B, p.3)

Banking: Banking Resolutions

In regards to any Financial Institution of the Corporation that any two of the President, First Vice-President, Second Vice-President, Third Vice-President, Corporate Secretary, the Administrator of the Financials Services Unit and the Accounting Supervisor are hereby authorized to sign on behalf of the Corporation.

(October 26-27, 2011 B, p.6; October 18-19, 1979 B, p.2; June 17, 2015 B, p.2)

Banking: Opening and Closing Bank Accounts

Whenever a bank account is opened or closed in the name of OPSEU, the Executive Board must be informed of the action through the office of the First Vice-President.

(November 19-20, 1983 B, p.21)

Budget: Accountability

Once an Administrator exceeds their annual budget or it is anticipated that the annual budget may be exceeded, the Administrator must report to the Executive Board, in person if requested, with the reasons for the overage and request additional budget or provide a plan for its remedy.

(May 3, 2010 EC, p.2)

Budget: Assets and Acquisitions

All asset acquisitions will be treated as "Expenditures" at the time they are acquired; and these items will be shown separately in the financial statements.

(March 28-29, 1980 B, p.25)

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Budget: Educational budget line

If the regional educational budget is under spent for a specific year, all such unused funds be transferred to the next year's educational budget line.

(October 15-15, 2008 B, p.19)

Budget: Principles

1. OPSEU's budget will contain a contingency amount for all subsequent spending motions at the Board or Convention, and spending motions passed during the year in total will not exceed the contingency amount, except in case of extreme emergency.
2. Department Administrators are responsible for preparing annual Departmental budgets, and they will be held accountable for any overspending of their budget.
3. An annual schedule of budget preparation, review and approval will be formally established as a chief element of the financial control system.
(August 23-24, 1985 B, p.13)

A detailed, written report will be prepared by each department on any monies spent over their budget.

(April 23-25, 1992, C, p. 29)

Budget: Procedures

The Administrator of the Financials Services Unit, in consultation with the department heads, prepares a first draft of the budget based on current activities and staff complement.

(June 17, 2015, B, p.2)

These preliminary departmental budgets are screened by the President and First Vice-President/Treasurer as well as recommending preferred levels of expenditures for all Board and member activities.

The budgets for Board, member and departmental expenses are presented to the Officers' meeting in November for detailed scrutiny and recommendation to the Executive Board.

The Officers' recommended budget levels are presented to the Board for final approval.

(November 22-23, 1980 B, p.9; October 28-30, 1982 B, p.5; January 24-25, 1985 B, p.22; April 26-27, 1989 B, p.13)

Budget: Reference Document

The office of the First Vice-President Treasurer will prepare annually a reference document that will accompany the budget document. Executive board members will identify beforehand where they feel they need greater clarification in the budget document and where there is significant change from the previous budget the First Vice-President/Treasurer will address that change in note form.

(May 14-15, 2008 B, p15)

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Budget: Responsibility

At "budget time":

- a) Administrators will be present at the Board during the time which involves their respective departments or areas of responsibility. The Board will encourage them to bring forward whatever information, ideas and knowledge they can, and they will be encouraged to participate in the establishment of the budget for their respective areas of responsibility.
- b) The Board will give serious consideration to establishing accountability for the expenditure of budget funds by placing the responsibility squarely in the hands of the various components within the departments.
- c) In clearly identifiable cost centres, i.e. Regional offices, the workers in the office will manage their respective budgets, and make decisions while, at the same time, maintaining their accountability to their supervisor.
- d) The Audit committee will review on a quarterly basis the budget situation of OPSEU, and subsequently make recommendations to the President and First Vice-President/Treasurer. (August 30-September 2, 1993 B, p.16)

Budget: Two Years

The budget will cover a twenty-four months period so as to provide a longer planning horizon and permit greater opportunity for review and control.
(December 6-7, 1984 B, p.4)

Budget: Unbudgeted Expenditures

Whenever a previously unbudgeted expenditure, accompanied by a cost estimate, is approved by the Board the authority is thereby given to add the appropriate cost to the existing budget.
(February 21-22, 1980 B, p.4)

Building: Head Office - Associated Costs

The following policy was reaffirmed in regard to the head office building of the union and the associated costs of building operations, mortgage, and capital expenditures:

1. That the mortgage payments, if any, are to be charged to the strike fund;
2. That major capital expenditures are charged to the strike fund;
3. That normal operating costs are charged to the general fund.
(May 9, 1990 B, p.2)

Building: Property Accounting

1. The cost of any property acquisitions will be recorded in the strike fund. This cost shall include the purchase price of the property, as well as all other costs directly related to the acquisition of the property (land transfer fees, legal costs, etc.) Effective January 1, 1995 the accounting policy

Section 11 - Financial Control and Accountability 11.1 – General

for reporting property costs will be amended: less a provision for permanent cost impairment where the market value of the property has declined significantly below the original cost.

2. Interest costs on money used to finance the acquisition of property will be charged to the strike fund.
3. All normal, annual, operating costs that are associated with the property will be recorded in the general fund.
4. Major capital expenditures intended to enhance or prolong the life of the building will be charged to the strike fund.
(March 2-4, 1993 B, p.3; June 7-8, 1995 B p.25)

Effective January 1, 1995 a provision for permanent cost impairment for our head office property in the amount of \$10,940,588 will be recorded, reducing the reported cost of that property to \$6,000,000.
(June 7-8, 1995 B p.26)

Building: Real Estate

After consultation with the Treasurer, the President will make recommendations to the Executive Committee as s/he deems appropriate concerning:

- (i) renovations to Head Office and Regional Offices;
- (ii) furniture acquisition and disposal;
- (iii) decorating of Head Office and Regional Offices;
- (iv) acquisition and disposition of real estate.

Such recommendations of the President as are adopted or revised by the Executive Committee shall be presented to the Executive Board, together with the recommendations of the President, for its approval.
(November 6, 1978 B, p.9; amended March 28-29, 1980 B, p.26)

Prior to renewing any leases for regional offices, the regional EBM/staff committee shall explore and evaluate the market for acquisition of suitable accommodation, relocation to less costly premises and the possibility of joint ventures as co-owners or tenants with other labour organizations and make recommendations to the officers.

(September 9-10, 1998 B, p.15)

Defence/Education Funds: Surpluses

Accumulated surpluses in the Education Fund and the Defence Fund will be applied against the deficit in the General fund.

(January 18-19, 1995 B, p.17)

Expenditure: Authority

The President, in consultation with the 1st Vice-President/Treasurer shall assign responsibility for approving expenditures from each budget line in OPSEU's budget to a specific Administrator. Each Administrator's budget responsibilities shall be part of their performance review. That Administrator may delegate responsibility to another Administrator or to a Supervisor. Staff other than an Administrator or Supervisor shall not normally have expenditure approval authority.

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Where staff other than an Administrator or Supervisor has been delegated expenditure approval authority, the extent and purpose of that authority shall be specified and documented.

Staff responsible for approving expenditures for any budget line shall ensure that the money allocated to that line is only expended for the purposes for which it was originally budgeted.

Purchases of goods and services:

1. up to \$15,000 must be approved by signature of a Supervisor or Administrator,
2. \$15,000 to \$50,000 must be approved by signature of an Administrator,
3. over \$50,000 must be approved by signature of either the President or the 1st Vice-President/
Treasurer and the Administrator.

Signatures must be acted upon within 5 working days.

All staff shall report any possible anomaly to the Administrator of the Financials Services Unit immediately.

(June 17, 2015, B, p.2)

That Administrator shall review the anomaly and, if it is not satisfactorily explained, bring the anomaly to the attention of the President and the 1st Vice-President/Treasurer.

The Administrator of the Financials Services Unit is responsible for putting budget expenditure monitoring practices in place that ensure the ongoing responsibilities set out in this section are followed.

(March 9-10, 2005 B, p.14; June 17, 2015, B, p.2)

Expenditure: Costing of Proposed Expenditures

Before a request for approval of the Board for the expenditure of funds is made to the Board by any committee of the Board or subsidiary body, an estimated costing shall be carried out by the group seeking the funds and such estimates shall be presented to the Board prior to the Board voting on the matter.

(January 19-21, 1977 B, p.25)

Expenditure: In Excess of \$20,000

Approval for expenditures in excess of \$20,000 must receive 30 days' advance notice prior to decision by the Board. Such notice period can only be waived by a two-thirds majority of the Board voting in the affirmative.

(March 22-23, 1979 B, p.13)

Financial Arrangements with Staff

Any financial arrangements with staff negotiated by the President and his/her designee(s) exceeding \$5,000 and not contemplated by specific language in the Collective Agreement(s), or arrangements, shall be brought to the Executive Committee for approval, prior to being formalized and the Board shall be informed of the approval.

(June 16-18, 1992 B, p.75)

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General Principles of Financial and Fiduciary Responsibility

All members of the Executive Board and staff are custodians of the members' dues money. Board members and staff have individual and joint responsibility for ensuring that dues monies are only spent for legitimate trade union purposes. This responsibility is to be fulfilled both by following financial policies and by exercising any discretion in good faith.

(March 9-10, 2005 B, p.10)

Granting of Security By-Law

Be it enacted as a by-law of the Corporation as follows:

The directors of the Corporation may from time to time:

- (a) issue, sell or pledge securities of the Corporation; or
- (b) charge, mortgage, hypothecate or pledge all or any of the property of the Corporation, including book debts and unpaid calls, rights, powers, franchises and undertaking, to secure any securities or any money borrowed, or other debt, or any obligation or liability of the Corporation.

From time to time the directors of the Corporation may delegate their authority to borrow money and give security thereon, and the directors of the Corporation may authorize any director or officer or employee of the Corporation or any other person to make arrangements with reference to monies borrowed or to be borrowed as to the terms and conditions of the loan thereof, and as to the securities to be given therefor, with power to vary or modify such arrangements, terms and conditions and to give additional securities for any monies borrowed or remaining due by the Corporation as the directors may authorize, and generally to manage, transact and settle the borrowing of money and the granting of security by the Corporation.

(April 4-6, 2002 C, p.6)

Human Rights Conferences

A biennial Conference on human rights issues will be held in the year opposite to the Women's Conference. It will follow a similar process to that of the Women's Conference and be organized by the Equity Unit and the Provincial Human Rights Committee (PHRC) in conjunction with a representative from each of OPSEU's equity committees and caucuses. The costs to attend the planning meetings will be borne by the budgets of each respective committee and caucus.

(December 16-17, 2015 B, p.26; January 23-24, 2008 B, p.7; January 18-19, 1995 B, p.15)

Investment: Options

The First Vice-President/Treasurer is authorized to invest OPSEU's surplus funds in Treasury Bills, Short-term Deposits, Floating Rate Debentures, Redeemable Certificates and Bonds maturing in three years or less issued by the Federal Government, Provincial Governments, Central Credit Unions, the major schedule "A" chartered banks or the major trust companies or their mortgage company subsidiaries provided their Bond Rating is "A" or better; and furthermore the Executive Board by 2/3 majority roll call may approve to other Unions, in the form of a Floating Rate Debenture, at a rate of return comparable to other investments set out in this provision, maturing in six years or less.

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(May 6, 1985 B, p.4, January 19-20, 2005 B, p.8)

Investment: Portfolio, Liquidity Position and Accounts Receivable

The Treasurer shall monitor the investment portfolio of OPSEU and OPSEU's liquidity position and report regularly to the Executive Committee and the Executive Board at intervals not exceeding six months.

The Treasurer shall scrutinize all accounts receivable from members and subsidiary bodies and recommend to the Executive Committee whether such outstanding accounts receivable be pursued or written off.

(November 6, 1978 B, p.10)

Labour Day Activities

1. Requests for assistance to finance participation in Labour Day parades must be submitted by area councils or by locals affiliated to a district labour council.
2. All requests must be received by July 31st.
3. Where requests for more than one local seeking to participate in the same parade are received, these locals must share the assistance provided.
4. No monies allocated may be used for the purchase of alcoholic beverages.
5. The allocation of assistance shall be made by the President.
(May 7-8, 1982 B, pp.7-8; July 6-7, 1987 B, p.27; August 31-September 1, 1994 B, p.22)

Leases: For Head Office and Regional Offices

The President and the First Vice-President/Treasurer are authorized to lease space at head office and to lease space for the regional offices.

Such contracts entered into shall be placed on the agenda of the next Board meeting for discussion purposes. If the Board is not satisfied with the action taken, the Board will give direction, by majority vote, in regard to future leasing contracts.

(March 28-29, 1980 B, p.25-26)

Leases, Insurance Policies and Service Contracts

All leases, insurance policies and service contracts will be received by the Treasurer who will report to the President, and the President shall make such recommendations as s/he deems appropriate to the Executive Committee.

Such recommendations of the President as are adopted or revised by the Executive Committee shall be presented to the Executive Board, together with the report of the President, for its approval.

(November 6, 1978 B, p.11)

Loan Interest

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Loan interest expenses will be shown as a separate item on all future statements of revenue and expenditure.

(March 26-29, 1976 B, p.3)

Locals Expenses: Button Identification

Locals desiring button identification for their stewards or other officers shall be informed that the cost of such items shall be borne by the local treasury and the design of such items will be at the Local's discretion.

(May 21-22, 1976 B, p.2)

Locals Expenses: CAAT Extraordinary Financial Exigency

OPSEU will pay \$5,000 per local, if these funds are matched by the local, to hire accountants in order to address extraordinary financial exigency claims of the colleges; and no exigency report shall include ways to cut back on support staff members within the colleges.

The report will be sent to the CAAT local presidents before approval for payment.

(March 5-7, 1997 B, p.23)

Locals: Office Equipment

Locals of less than 201 members will still claim brief cases and filing cabinets through Head Office to the extent allowed by policy, but larger locals must purchase their own.

Locals may purchase office equipment through the rebate system but the equipment is to remain with the local. In the event of the disbanding of the local, the equipment must be sold and the money must be returned to the local. If the local no longer exists the money must be turned in to Head Office.

If a local purchases its own office equipment with its own funds, not money which is returned to the local by the rebate system, it is the responsibility of the individual local to dispose of such equipment and the money derived therefrom.

(February 24-27, 1977 B, p.52)

Renovations, Furniture, Decorating, Leases, Acquisition and Disposition

After consultation with the Treasurer, the President will make recommendations to the Executive Committee as s/he deems appropriate concerning:

1. renovations to Head Office and Regional offices;
2. furniture acquisition and disposal;
3. decorating of Head Office and Regional offices;
4. acquisition and disposition of real estate.

Such recommendations of the President as are adopted or revised by the Executive Committee shall be presented to the Executive Board together with the recommendations of the President, for its approval.

(November 6, 1978 B, p.9; amended March 28-29, 1980 B, p.26)

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Leasing Agreements - Space and Furnishings - Signing Authority

Leasing agreements entered into between the Union and the tenants leasing space, and furnishings if applicable, will be signed by the President and the First Vice-President.
(December 15-17, 1976 B, p.12)

Acquisition or Disposal of Real Estate - Signing Authority

The President and First Vice-President shall be the signing authority for the acquisition and/or disposal of real estate which forms part of the assets of the Union.
(December 15-17, 1976 B, p.12)

Management of Real Estate

The management of real estate forming part of the assets of the Union shall rest with the President and/or the First Vice-President.
(December 15-17, 1976 B, p.13)

Old Computers

Therefore be it resolved that our surplus computers be disposed of as follows:

- They will be made available for purchase in each local
 - The sale will be based on the most deserving locals upon receiving their trustee audit report
 - Where no locals choose to purchase the equipment, it will be offered to the members
 - Where no members purchase the equipment, it will be made available to the staff
 - Where no staff purchase the equipment, OPSEU will make it a donation to social action groups that OPSEU has a relation with.
- (September 10-11, 1997 B, p.15)

Reports: Accounting of Expenditures – Officers

The Officers and President presently have a spending authority established; in all Officers' and Presidential reports, an accounting of expenditures under that authority will be listed for the Board's information at their next regularly scheduled meeting after the expenditure is made.
(January 19-21, 1977 B, p.21)

Reports: Division/Sector

The OPSEU Vice-President/Treasurer will provide a monthly written report of expenses-to-date to each division/sector chairperson.

The chairperson of a division/sector will add to the agenda of each meeting a review of the committee's expenditure.
(September 10-11, 1997 B, p.17)

Reports: Financial Statements and Quarterly Report

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The most up to date union financials will be sent with the quarterly rebate cheques to the Local Treasurer to be shared with the Local. Any questions surrounding the financials be directed to the respective Regional Vice President's to answer. The additional cost associated with complying with the policy is approximately \$350.00 per quarter as of May 2011.

(June 15-16, 2011 B, p.7; December 9-10, 1982 B, p.34)

Reports: Legal Fees and Accounting Fees

Expenditures of funds on legal fees and on accounting fees during each preceding year will be shown as separate items in the financial report at every regular convention.

(November 22, 1974 C)

Reports: Status of Expenditures and Revenues

The Executive Board will undertake a regular quarterly review of revenues and expenditures.

(December 6-7, 1984 B, p.4)

Reports: Status of Expenditures/Monthly Report

From time to time the Executive Board of OPSEU allocates previously unbudgeted funds to be used on an ongoing basis. The First Vice-President/Treasurer will report monthly to the Board the status of these types of expenditures.

(January 11, 1983 B, p.7-8)

Safety Deposit Box

- (1) This company will lease from the an Executive Board approved financial institution a safety deposit box and the First Vice-President/Treasurer is hereby authorized to execute on behalf of this company a contract for such purpose upon such terms and conditions and for such rental as may be agreed upon between him/her and the bank; and
(October 26-27, 2011 B, p.6)
- (2) Any two of: the President, First Vice-President, the Administrator of the Financials Services Unit, Accounting Supervisor or Corporate Secretary are hereby authorized to have access to and control of the contents of the said safety deposit box; and
(June 17, 2015, B, p.2)
- (3) A certified copy of this resolution will be handed to the said branch of the said bank for its guidance and information in the premises, and the company undertakes that this resolution shall be irrevocable until a resolution repealing this resolution shall have been passed and a copy thereof duly certified under the seal of the company delivered to the said bank at the branch where the said safety deposit box is situated.
(March 31, 1985 B, p.5)

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Signing Authority - Regional Offices

In each regional office the staff representative(s) is/are authorized to sign on the regional office imprest account for payment of normal operating expenses. During an extended absence of all reps in the office (long vacation or sickness), the regional secretary may be appointed a signing officer for the duration of the absence.

(March 5, 1982 B, p.16)

Strike Fund: Group Home and Auto Insurance Program

The 5 per cent OPSEU sponsorship fee to be received in respect to this insurance program will be deposited into the General Fund.

(March 4-5, 1998 p.3)

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Section 11 - Financial Control and Accountability 11. 2 - Purchasing and Tendering Policies
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Purchasing Policy

1. The Treasurer will regularly review the working of OPSEU's purchasing policy and recommend to the Executive Committee such changes as s/he deems necessary.
2. Such recommendations of the Treasurer as are adopted or revised by the Executive Committee shall be presented to the Executive Board, together with the report of the Treasurer, for its approval.
3. The Treasurer will maintain and circulate a current version of the purchasing policy.
(November 6, 1978 B, p.12)

Purchase Requisition System

A purchase requisition system is in place so that department and/or section heads submit approved requisitions to the Purchasing Clerk-Accounting Services, who will perform the purchasing function for OPSEU. All purchase orders are formally numbered and controlled by the purchasing clerk.

Regional office purchases over \$500 (other than normal operating costs like rent and telephone) will be made within the same requisition system guidelines. A packing slip (Bill of Lading, etc.) will be part of this system so that a complete payment document will consist of:

- a) the approved purchase order;
- b) packing slip
- c) the supplier's invoice (checked for quantity, price, discounts, etc.); and
- d) OPSEU's cheque in payment.
(June 13, 1979 Executive Committee, p. 5-6; Revised December 10-11, 2008 B; p.6)

Section 11 - Financial Control and Accountability
11. 2 - Purchasing and Tendering Policies

Purchasing Procedure Grid

Description of Item	Method of Buying	*Total Order Dollar Amount	*Purchase Order Approval Required
Supplies and Services	2 telephone price enquiries (except for subsequent regular purchases)	Up to \$1000	the Administrator of the Financial Services Unit and the Supervisor concerned
Furniture and Equipment	3 price enquiries (except for subsequent regular purchases) in writing	Up to \$5000	the Administrator of the Financial Services Unit and the Supervisor concerned
Budgeted Projects	Various sources - usually of single type - like OPSEU News printing; price quotes to be in writing	Up to \$50,000	The First Vice-President, the Administrator of the Financial Services Unit and Supervisor concerned
Major Expenditure	By sealed tender	\$50,000 and Over	Executive Committee to Board
*Notes: 1. Purchases of Supplies, Services, Furniture or Equipment which will exceed \$10,000 for a single order must be tendered. 2. Multiple orders must not be written in an attempt to circumvent the prescribed authority limits.			

(Revised December 10-11, 2008 B; p.6; June 17, 2015, B, p.2)

Each expenditure must be subject to the prior approval of an authorized person and account coded for future reporting, within the following guidelines:

- A) Office Supplies – Departments send in their requisitions duly approved by the department head for processing.
- B) Supply Items - A reasonable number of toners will be maintained for the whole organization. Prices from two or more suppliers will be obtained prior to arranging any Purchase Requisitions, to be approved by the Administrator of the Financial Services Unit.
(June 17, 2015, B, p.2)
- C) Office Furniture and Equipment – Anything over \$500 (tax included) in value will have to be capitalized. Purchase Requisitions are usually approved by the department head or at the administrative level. Purchase Orders are to be approved by the Administrator of the Financial Services Unit.. Two or more quotes will be made prior to determining the vendor. Anything below the \$500 level will be expensed; same approval procedure to follow.
(June 17, 2015, B, p.2)
- D) Budgeted Projects - will carry overall initial authorization from the Board, delegated through the office of the President to a particular department which will answer for approval of all acquisitions to the President. Normally, purchase order procedures are not pertinent in these cases, but competitive pricing in advance of approval is necessary.

Section 11 - Financial Control and Accountability 11. 2 - Purchasing and Tendering Policies
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- E) Major Expenditures - which cover amounts in excess of \$5,000, and which are not covered by a budgeted project, whether of a physical nature or a service supply, are to be tendered in conformity with the approved Tendering System, analyzed by the Executive Committee, and, presented to the Board for acceptance and approval prior to commitment.

General Comments

1. Rental Contracts are a major expense for OPSEU, covering equipment and premises and are within the purview of the Executive Committee and are a purchasing responsibility. Normally a tender will be held to source for a competent vendor for quality after-sales service.
2. Implied Authority is one facet which is difficult to control. Therefore, all employees, elected officers, directors and members must be made aware of these procedures and advised that they do not have the authority to commit OPSEU without going through the proper channels, in advance.

Purchasing Policy Regulations

In many cases, strict adherence to this policy directive would be virtually impossible and often counter-productive, particularly with reference to low price-tag, petty cash types of purchases. Therefore, the following list of operating explanations is added to the policy write-up to define those instances when common sense must prevail over the strict interpretation of the formal policy.

- R 1 - Prices appearing on a purchase order act as a confirmation of the level of commitment, allow audit when compared to the supplier's invoice and give the approving authority knowledge of the cost in advance. There are many circumstances wherein finite pricing is not possible or even practical. In these cases, wording such as "price to be advised" is desirable on the face of the order.
- R 2 - Telephone price inquiries in the norm are intended to be obtained for first-time purchases and from time to time on repeat orders, to assure that suppliers are and remain, competitive. As in most acquisitions, we are concerned with quality, price and delivery.
- R 3 - Budgeted projects which have been approved by the Board and/or Convention have earned that approval based on presentation of a list of projected purchases, the total of which constituted the request. Authority for committing OPSEU must stem from such approvals being gained in advance so that authorizers (e. g. President) have an understanding of where and in what volume funds will be spent.
- R 4 - Repeat orders are not to be made to circumvent the Purchasing Policy. That is, if approval is limited to \$500 for a specific purchase, two (2) orders are not to be drawn for say \$450 each, when the total cost of the item is \$900.
- R 5 - Contracts of any nature must be signed by the President or the President's designee. No other person has authority to commit OPSEU to any formal written contract even if such contract is a renewal.
- R 6 - Subscriptions, once approved by the President, may be repeated or renewed upon the approval of the head of the user department. New subscriptions require justification when submitted to the President for approval.

Section 11 - Financial Control and Accountability 11. 2 - Purchasing and Tendering Policies
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- R 7 - Major expenditures which form part of a project whose overall budget has been established by the Board, may be made upon delegation of purchasing authority by the President to the department head responsible.
- R 8 - Purchases of Supplies, Services, Furniture or Equipment which will exceed \$10,000 for a single order must be tendered.
(April 15, 1978 B, p. 26; amended by virtue of decisions of November 6 and 23-24, 1978 B)

Tendering Policy

Preamble: To effect a fair, equitable and purely competitive set of conditions on the acquisition of fixed assets or major service contracts, the following set of criteria must prevail:

- A) Uniform Specifications: Each supplier will be given a set of pre-established specifications upon which to quote.
- B) Minimum of Three Quotations: Except in unusual situations where only one or two potential suppliers are in the market, requests for tender will be sent to at least three firms.
- C) Sealed Tender Submissions: Included with the request for tender will be a set of instructions which will include:
- (i) The date by which tenders must be received.
 - (ii) The time of closing of tender acceptances.
 - (iii) A direction that tenders be addressed to the President of OPSEU.
 - (iv) A direction to the effect that each bid must be received in a sealed envelope, marked "TENDER" on the outside, and mailed or delivered within the specified time limits.

- D) Terms and Conditions:

These will vary with each project, but in the main must include:

- (i) Payment pattern, including holdback conditions.
- (ii) Credibility assurances of supplier.
- (iii) Performance bond if applicable.
- (iv) Penalty clauses for non-compliance.
- (v) Where available, union labour must be used.
- (vi) Where possible, Canadian companies will be given preference.

- E) Opening Tenders:

Sealed tenders will be received by OPSEU, marked with the time of receipt and held for opening until the expiry of the time of closing. The Corporate Secretary and the Treasurer, or in the absence of either, a Board member, will then open the tenders, mark each tender with the time, place and their initials and will refer all tenders to the relevant Department Head or the Administrator of the Financial Services Unit for analysis and submission to the Executive Committee.

(Reaffirmed October 23-24, 1991 B, p.13; June 17, 2015, B, p.2)

Section 11 - Financial Control and Accountability 11. 2 - Purchasing and Tendering Policies
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- F) The Executive Committee:
- (i) Shall be advised when any item is tendered.
 - (ii) Shall be empowered to approve the selection of any tender without reference to the Executive Board when an existing budget allocation already exists and the recommended tender is within the budgeted cost.
 - (iii) Shall seek prior Executive Board approval for the acceptance of any tender when the recommended tender is above the budget allocation.
 - (iv) Shall report for the record all transactions completed under the grant of authority in subsection (F) (ii) above, including its reasons if it selects other than the lowest bid.
- G) Selection of Supplier: On balance, assuming that the supplier is reputable and acceptable and is quoting precisely to the tender specifications, the lowest bid will be awarded the contract. Single source responsibility on supply and installation will be a weighing factor where quotes are identical. A proper formal letter of acceptance, signed by the President of OPSEU or his/her designee will be sent to the successful bidder. Similarly, a letter of regret will be mailed to each bidder who was unsuccessful.
- H) Post Contract Audit: At the completion of each contract the Head of the Department or the Administrator of the Financial Services Unit will be responsible for assuring that the project was completed in line with the terms prior to final payment. Partial payments, where applicable, will be considered, but normal holdbacks will prevail.
(March 5, 1982 B, p. 14; June 17, 2015, B, p.2)

Tendering Policy: Notice of Waiver

Whenever the established tendering policy is not being followed, a "notice of waiver" will be included in the Executive Board minutes.
(March 3-4, 1983 B, p. 31)

Buy Canadian - Union Policy

OPSEU will request tenders where at all possible from Canadian unionized companies when purchasing any supplies or services for its members; and Tenders for the said supplies or services shall be awarded for a period not exceeding two years.
(May 2-4, 1991 C, p. 32)

OPSEU will give preference when purchasing goods and services to vendors that employ OPSEU members.
(June 10-11, 2010 B, p.15)

All merchandise sold from OPSEU Enterprises be Canadian/Union made or by social artisan groups wherever possible in the following ordering of preference: Canadian union made; American union made; union made, excluding; current affinity programs.
(January 30, 2013 B, p.10; October 20-21, 2010 B, p. 19)

(Content revised December 10, 2011 B, pg.6)

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Section 11 - Financial Control and Accountability Section 11.3 - Campaigns Funding

Policy - Accountability For Regional Membership Funds

Campaign Funding and Assessment

For the purposes of this policy, OPSEU campaigns are divided into “province-wide campaigns” and “regional discretionary campaigns”.

Province-wide Campaigns

- 1.1 Province-wide campaigns must meet the needs of regions and sectors and the overall objectives of the union. Plans for province-wide campaigns should be developed by staff and sector leaders and presented to the Executive Board for approval. The President may approve emergency campaign requests where time-frames require a speedy response.
- 1.2 Members from all regions should be encouraged and empowered to participate in province-wide campaigns. To this end, province-wide campaign plans should contain budgeted funding for both central expenses and funding for regional membership mobilization.
- 1.3 Province-wide campaign funds should be administered through the Communications Division, Public Affairs Unit. Advance funds for specific province-wide campaigns may be issued to any or all regions, in accordance with guidelines in Part 2.5 of this policy.
- 1.4 To ensure accurate campaign evaluations, funds earmarked for specific province-wide campaigns should not be used for other campaigns, unless expressly approved by the Executive Board. Remaining campaign funds should be returned to the Contingency Fund upon wind-up of the campaign.

Regional Discretionary Campaigns

- 2.1 The Executive Board may authorize regional discretionary campaign funds to be used for regional and local campaigns.
- 2.2 Local and Regional campaign events to be paid from regional funds should first be budgeted and approved by the regional Executive Board Members, in consultation with staff *where applicable*.
- 2.3 Executive Board Members may approve funding of up to \$5,000 for regional and local campaigns, when such funds are available in regional discretionary campaign budgets. In conformity with OPSEU policy on expenditures, requests for more than \$5,000 require the approval of the provincial Executive Board.
- 2.4 Regional Vice-presidents are responsible for all disbursements from regional funds. Executive Board Members will receive a monthly status report on central and regional campaign funds. An annual report on regional expenditures will be presented to Convention.
- 2.5 Advance funds accounting: The following accounting procedures should apply to disbursement of advance funds, whether for province-wide campaigns or regional/local campaigns:

Detailed budgets should be submitted to Executive Board Members for approval. Advance funds will not be released without the written approval of the Regional Vice-President or designate.

Section 11 - Financial Control and Accountability Section 11.3 - Campaigns Funding

Approved budgets should be sent to the Campaigns Unit, Public Affairs Section for release of advance funds. Advanced money cannot be used to pay lost wages.

Regional board members will be accountable to the First VP/Treasurer for the advanced amounts in their respective region.

The Sector/Committee/Local responsible for the campaign will supply all receipts to the RVP, EBM or Field Staff, and remit any unspent monies by cheque or money order payable to OPSEU.

A detailed accounting of advanced monies spent must be submitted to the Campaigns Unit within three months of the event, or upon wind-up of the campaign, whichever comes first. Unused advanced funds for specific campaigns must be returned.

Expense claims must be filed with head office within 30 days of a year end, for accounting and auditing purposes.

Discrepancies may be deducted from regional funds or local rebates.

Regional Vice-Presidents are responsible for ensuring that the procedure is followed in their regions.

Campaign Assessment Guidelines

The following Campaign Assessment Guidelines should assist Executive Board Members, staff and activists in considering central, regional and local campaigns:

Goals:

- What are we trying to accomplish?
- To win an issue?
- To protect or build the membership?
- Other goal.

2. Prospects for success:

- Are these goals achievable?
- Is it a winnable campaign?

3. Strategy:

- Who will develop and conduct the campaign strategy?

4. Membership participation:

- Who is the target audience for the campaign?
- Will members participate in campaign events?
- Are there any equity issues involved?

5. Employer impact:

- What impact will this campaign likely have on the government/employer?

6. Resources required:

- What are the projected resources needed for the campaign:
 - Staff?
 - Members?
 - Leaders?
 - Financial?

Section 11 - Financial Control and Accountability Section 11.3 - Campaigns Funding

7. Battleground:
 - Where will the campaign be fought?
 - Workplace?
 - Community?
 - Through political lobbying?
 - Regional?
 - Province-wide?
 - With media advertising?
8. Coalitions:
 - Who are our potential allies in this campaign?
 - Labour unions?
 - Community groups?
 - Other?
9. Evaluation:
 - How will we judge the success of the campaign?
(June 25-26, 1997 B, p.18-20)

Report - Disbursement of Funds

The Regional Vice-President will prepare a report at least semi-annually on the disbursement of funds spent on regional education and campaigns and will forward the report to Local Presidents in their region.
(September 10-11, 1997 B, p.17)

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Section 12.1 - Grievance Handling

12.1 - General

Arbitration

OPSEU will prepare a list of all forms of arbitration available to our major bargaining units and guidelines for determining which cases go to which forums. The Grievance Department will use the quicker alternatives unless there is a compelling reason not to do so.

(June 8-9, 1994 B, p.7)

Arbitration Panels - Sexual Harassment

OPSEU will lobby the Ministry of Labour as well as employers to put as a priority the establishment of special arbitration panels with training in human rights, sexual harassment and mediation/arbitration; and all sexual harassment cases will be expedited directly to these mediation/arbitration panels.

(September 15 - 16, 1999, B, p. 14)

Distribution of Arbitration Awards to Locals

Arbitration awards, applying to their own contracts, will be circulated, monthly, to all OPSEU Locals (one set per local).

(March 5, 1982 B, p.5)

Expedited Arbitration Procedure

OPSEU will seek access to a grievance procedure for all our members at least as good as the expedited procedure found in section 37(a) of the Ontario Labour Relations Act.

(April 24-25, 1981 B, p.6; re-affirmed June 18-20, 1981 C)

The Executive Board approved the "Statement on OPS Expedited Arbitration" (as attached to the Minutes) and authorized the Union to proceed to gain agreement from the employer and the GSB Chair. Any internal OPSEU policy on the application of this, or any other agreement will be developed for review by the next Board meeting.

(March 26-27, 1987 B, p.6)

Grievance Documentation

OPSEU will provide to locals that request an electronic version, the grievance documents such as grievance form, grievance checklist form, etc., in a version that can be filled in and submitted electronically.

(April 23-25, 2009 C; p.16)

Grievance Scheduling

OPSEU at a minimum is required to schedule all cases falling into the categories of dismissal, layoff, human rights and harassment.

(April 6-8, 2000 C, p. 26)

Section 12.1 - Grievance Handling

12.1 - General

Grievances by Members who have resigned, or otherwise terminated employment

The following procedures are adopted consistent with Art. 25.2 of the Constitution:

- a) When a member resigns, or otherwise terminates his/her employment and the termination is not itself being grieved, the Union may contact the former member by registered mail and may recommend to him/her that the grievance not be arbitrated.
- b) Should the former member not reply, a second registered letter will be sent, with a copy to the Chief Steward or Unit Steward of the local to which the former member belonged.
- c) In the event that no reply is received, the Local President could be asked to inquire of the former member, or investigate his/her new residence address. Should a new address be discovered, steps (a) and (b) will be repeated.
- d) If a former member does not reply within twenty-one days of the second registered letter, sent to the address reasonably understood to be current, then the Union may withdraw the grievance.
- e) The former member will be advised of these time limits in all correspondence.
(September 19-20, 1980 B, p.23; re-affirmed June 18-20, 1981 C)

Legal Assistance

The following chain of responsibility is to be the method whereby legal aid can be obtained by a grievor, and, further, the Grievance Department shall maintain a cross-indexing system on Grievances so that ready reference can be made to past precedents in a grievance situation (this may preclude the necessity of obtaining legal counsel).

STEPS:

- 1. Grievor
- 2. Steward
- 3. Staff Representative
- 4. Grievance Department
- 5. President of OPSEU and/or his designee

Finally, only the President of OPSEU or his/her designee has the authority to obtain legal counsel where it is deemed desirable.

(March 21-22, 1975 B, p.15)

Ministry ERC Team Grievance Handling

The Ministry ERC teams will receive a summary of the outstanding grievances and grievance decisions for their Ministry on a regular basis, if requested.

(May 2-4, 1991, p. 32, C)

Policy

The Union's policy is that no grievor will be denied representation at any time.

(November 2-4, 1973 B, p.20) (Subsequently added to the Constitution, Art. 25.2)

Section 12.1 - Grievance Handling

12.1 - General

The interpretation of Art. 25.2 of the Constitution is as follows:

No one except the grievor can withdraw his/her grievance. If a member wishes to pursue his/her grievance to arbitration, Head Office will advise the grievor regarding the advisability of taking his/her grievance to arbitration. In the event that the grievor declines to accept this advice, Head Office is bound to represent the grievor at the arbitration hearing, if the grievor so wishes.

(July 25-27, 1975 B, p.21)

Pre-Dismissal Hearings

The Union's policy is to attend predissmissal hearings when requested by the ministries convening them.

(January 19-21, 1977 B, p.6)

Single Arbitrators

Wherever possible, single arbitrators will be used at Grievance Hearings.

(January 18-19, 1995 B, p.16)

Special Grievance Officers

The role of Special Grievance Officers (as outlined in the Committee's report) will be established:

Special Grievance Officers will be assigned by the President, or his/her designee, to cases in their own local union only. When assigned to a case, the Special Grievance Officer would receive Supervisor instructions and direction from the Supervisor of Grievances, as Grievance Officers and outside counsel do at present. The member's expenses for preparation and presentation of the case would be paid from the members expenses portion of the Grievance Department's budget.

(November 17-18, 1992 B, p.4)

Status Update from the Grievance Department

OPSEU and its Grievance Committee shall respond to the needs of Local Executive Committees and members by: (a) semi annually issuing to each Local a report indicating the status of all Labour Board matters and grievances originating from such Local (including grievances related to classification) and (b) endeavouring to respond within three (3) working days to inquiries regarding Labour Board matters and grievances.

(Convention 2004, p.29)

Stewards: Attendance at Grievance Settlement Hearings

Any steward who has represented a grievor at the initial stage of the grievance procedure will be given the opportunity to be present when the grievance is heard by the Grievance Settlement Board and will subsequently receive a copy of the Board decision.

(July 23-24, 1981 B, p.21)

Section 12.1 - Grievance Handling 12.1 - General

Towards an Effective Grievance Handling (OPS)

1. A grievance will be returned to the steward/grievor, for completion, if the necessary and required information is not included.
2. OPSEU endorses expedited arbitration and encourages its use wherever possible.
3. OPSEU endorses mediation/arbitration and encourages its use wherever possible.
4. A grievance steward program shall be established in order to strengthen the capability of OPSEU to represent its members.
5. A centralized data base shall be developed that can be accessed by members, locals and regional grievance committee members and staff alike.
6. All changes to OPSEU's system of processing and referring grievances to arbitration should be implemented in a manner that is compatible with OPSEU's collective agreement obligations.
7. A local grievance committee shall be established in each OPS local to provide input and advice to grievors on the likelihood of the grievance's success at arbitration and to allow the local to build action around issues and enhance their understanding of the issues in the workplace; and an education process shall be developed for local committees to allow for effective participation in all aspects of the grievance process.

(April 10-12, 1997 C)

Section 12 – Grievance Handling

12.2 - Solidarity Reserve Fund

Solidarity Reserve Fund Policy

Purpose and Criteria

The purpose of the Solidarity Reserve Fund is to assist OPSEU members with legal costs they incur in legal matters or proceedings that are in relation to their employment and not otherwise funded by OPSEU.

Members will be eligible for funding for legal matters or proceedings that: arise from their employment; threaten their employment or economic security; and are initiated by the actions of another person or agency. The possible impact of the legal matter or proceeding on the interests of the OPSEU membership is a guiding consideration.

How will the Fund be used?

Members may receive funding up to \$5,000 per legal matter or proceeding that meets the purpose and criteria of the Solidarity Reserve Fund Policy, at the discretion of the Executive Committee. Examples of matters that are eligible for funding are:

- Long Term Disability Lawsuits:
Many members in the BPS and CAAT Divisions who are denied LTD cannot pursue their rights through a grievance and have no legal avenue other than a civil lawsuit against the insurance carrier.
- Defence to Lawsuits Brought by “Clients”:
Members are sometimes sued by the “clients” with whom they deal. Employers do not always agree to provide representation. Limited funding for members’ defence is available under the *Criminal and Civil Lawyer Representation Policy*. Members may apply for solidarity reserve funding if there are excess costs.
- Criminal Charges:
Members may face criminal charges that arise from the performance of their employment duties. There is limited funding available for criminal defence costs under the *Criminal and Civil Lawyer Representation Policy*. Members may apply for solidarity reserve funding if there are excess costs.
- Employment Insurance or Canada Pension Plan Appeals:
Employees may be denied EI or CPP for various reasons that may be contested. In some cases, legal counsel may be required to effectively pursue an appeal.
- Job Protection Lawsuits:
Legal action may be required to protect members’ jobs where an outside agency suspends qualifications that are necessary for continued employment. Examples are paramedics who are decertified by base hospitals, or special constables who are suspended by police services boards.
- Criminal Injuries Compensation Board Claims:
Members who are the victims of violent crimes perpetrated by clients can seek damages from the Criminal Injuries Compensation Board. Legal representation is not required but can be helpful.

Section 12 – Grievance Handling

12.2 - Solidarity Reserve Fund

- Other:
From time to time other matters or proceedings may arise that reflect the spirit and purpose of the Solidarity Reserve Fund. In such cases, the Executive Committee may choose to fund the issue in accordance with this Policy.

Approval Process

The Executive Committee has discretion to approve applications for funding in accordance with this Policy.

Inquiries and applications for funding should be referred to OPSEU General Counsel. Applications for funding must spell out the issue, the action/plan that is required to deal with the issue, and how much financial assistance is requested. Applications should be made prior to initiating any legal action, wherever possible.

Once an application is received, the General Counsel will provide a report to the Executive Committee, including recommendations on the merits of the application and the amount of funding. This report will be prepared after consultation with other staff or members as appropriate.

The Executive Committee has discretion to approve funding to retain counsel or reimburse members' legal costs, and may also direct that funding will be provided under conditions. Typical conditions are that: counsel and his or her rates are pre-approved by OPSEU General Counsel; counsel provides further information or reporting letters to OPSEU; or counsel or the member seek reimbursement of legal costs from the employer or in course of the proceeding.

The Executive Committee has discretion to discontinue funding that was approved under this Policy, with notice to the affected member.

When funding has been decided on, the administration of the issue will be passed to the General Counsel, who will release the funds only once satisfied that the funds will be spent consistent with this Policy and any directions of the Executive Committee, and that proper invoices are provided.

An annual report will be prepared and presented to OPSEU Convention on the use of the Solidarity Reserve Fund. The report will outline the issues that have been funded and the outcome, if known.

The Solidarity Reserve Fund Policy applies to members who are in good standing in accordance with the OPSEU Constitution. Former members, such as those who resign their employment through a grievance settlement, may be considered for funding at the discretion of the Executive Committee.

Section 12 – Grievance Handling
12.3 - Criminal and Civil Lawyer Representation Policy

Criminal and Civil Lawyer Representation Policy

Members of OPSEU are eligible for funding up to \$6,000 to cover legal costs they incur in the defence to criminal charges that arise from the performance of their employment duties.

Members who are charged under the Provincial Offences Act, or who are named as defendants/respondents in civil matters, are eligible for funding up to \$3,000 for charges or civil matters that arise from the performance of their employment duties.

Member inquiries about lawyer representation should be referred to OPSEU General Counsel for authorization before any lawyer is retained, wherever possible.

In order to receive funding for criminal or civil legal costs, a member must:

1. Show that the charge or civil matter arises from the performance of his or her employment duties, bearing in mind OPSEU policies;
2. Seek legal representation or funding from the employer where such a request is provided for in the collective agreement or is otherwise appropriate;
3. Retain legal counsel who is approved by OPSEU and who agrees in writing to provide services on the basis of a total liability for OPSEU of \$6,000 or \$3,000 as applicable, calculated at an approved hourly or fixed rate, and by means of regular reporting letters and billings to OPSEU.

Funding will not be provided for legal costs that are not consistent with this Policy, or for legal matters that involve another OPSEU member as a complainant or plaintiff.

Requests for funding will be declined for legal matters that are not in the interests of the OPSEU membership.

All bills received from retained counsel shall be vetted by OPSEU General Counsel and any unreasonable account shall be referred for assessment prior to payment.

Any dispute regarding funding for criminal or civil lawyer representation shall be referred to the Executive Committee for resolution.

The Criminal and Civil Lawyer Representation Policy applies to members who are in good standing in accordance with the OPSEU Constitution at the time that the criminal or civil matter is commenced.

Section 13 – Hiring Policy/Staff/Organization Charts

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UNDER REVISION

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"A" Staff Appointments

Part I:	Posting and Eligibility
Part II:	Interview Committee
Part III:	Screening of Applicants for Active Consideration
Part IV:	Interviewing of Applicants Under Active Consideration
Part V:	Recommendation to the President
Part VI:	Interviews by the President
Part VII:	Appointment and Attendant Conditions
Part VIII:	Re-Posting
Part IX:	External Applicants

Part I: Posting and Eligibility

- 1.1.1 All staff vacancies will first be posted in accordance with the relevant staff collective agreements before being posted to OPSEU members.
- 1.1.2 In the event that no current staff member is successful in her/his application, then the staff vacancy will be posted to OPSEU members by means of the OPSEU website.
- 1.1.3 Current employees who are applying for a promotion shall be considered at the same time as OPSEU members applying for a staff vacancy.
- 1.2 Only dues paying members of OPSEU, or current permanent employees may apply for the job vacancies within OPSEU. However, OPSEU members in good standing who are surplus by their employer shall retain the right to apply for OPSEU staff postings that are posted to the membership for a period of 12 months from their exit date.
(June 27, 2002 B, p.15)

Part II: Interview Committee

- 2.1 Staff Relations shall establish an Interview Committee for such job vacancy. Each Interview Committee will be ad hoc but may consider applications for more than one job vacancy.
- 2.2 For Staff Representatives the Interview Committee shall comprise:
 - a) The Supervisor of Staff Reps and Regional Secretaries;
 - b) An LEC President from the service area appointed by the Regional Vice-President in whose region the regional office is located.
- 2.3 For Head Office "A" staff positions that are non-supervisory, the Interview Committee shall comprise:
 - a) The Administrator or Supervisor;
 - b) Staff Relations.
- 2.4 For persons reporting to the First Vice-President/Treasurer and the President, the Interview Committee shall comprise the First Vice-President/Treasurer, the President and Staff Relations.
- 2.5 Persons on interview committees shall receive an orientation on interview techniques.

Section 13 - Hiring Policy/Staff/Organization Charts 13.1 - Hiring Policy
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Part III: Screening of Applicants for Active Consideration

- 3.1 When fewer than five (5) candidates apply for a job vacancy all applicants meeting the minimum requirements will meet with the Interview Committee.
- 3.2 The Interview Committee will hold one session to determine the applicants with whom it will meet. The Administrator will submit recommendations to the Interview Committee. All applications and supporting material will be made available to the Interview Committee.
- 3.3 The Administrator, when acknowledging applicants, will ask applicants who are to be interviewed to submit a short paper on a subject related to the job for which they are applying.
- 3.4 When five or more persons apply for a vacancy, the Interview Committee will meet with at least five (5) applicants meeting the minimum requirements for each job vacancy. The Interview Committee will consider qualifications and suitability as evidenced by resumes and supporting material when determining with whom it will meet.

Part IV: Interviewing Applicants Under Active Consideration

- 4.1 All candidates interviewed will be asked the same core questions determined by the Interview Committee to be suitable. These core questions will be designed to inform the Interview Committee as to the applicant's attitude and skills and will also be designed to show a demonstrated history of union activity.
- 4.2 Candidates will be given an opportunity to address any point which they regard as important and which was not asked of them.

Part V: Recommendation to the President

- 5.1 The Interview Committee will prepare a short list of three candidates. The Committee must, by a majority vote, endorse both the persons on the short list and their order of rank.
- 5.2 All persons on the short list must be qualified for the position. Persons lacking the necessary skills must **not** appear on the short list. This may result in a short list of fewer than three persons.

Part VI: Interview by the President and First Vice-President/Treasurer

- 6.1 The President, along with the First Vice President/ Treasurer, may interview those candidates recommended by the Interview Committee. Interviews by the President and the First Vice-President/Treasurer will focus on suitability on the assumption that any persons recommended possess the necessary skills.
- 6.2 The President may appoint any person recommended to him/her.
- 6.3 The President and First Vice-President will interview all short-listed candidates for Administrator positions.

Section 13 - Hiring Policy/Staff/Organization Charts 13.1 - Hiring Policy
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Part VII: Appointment and Attendant Conditions

- 7.1 All persons appointed by the President shall be advised of their probation period.

Part VIII: Re-posting

- 8.1 The President may, on the advice of the Interview Committee, or if s/he is dissatisfied with the short-listed candidates, direct that the vacancy be re-posted and re-advertised among the members.

Part IX: External Applicants

- 9.1 In the event that the President does not regard any short-listed candidates as acceptable the President may request from the Executive Board the authority to solicit external applications. Such applications shall be reviewed by an Interview Committee.
(December 14-15, 1979 B, pp.5-13; July 17-18, 1980 B, p.15; February 19-20, 1981 B, pp.26-27; June 18-20, 1981 C; December 10-11, 1981 B, p.32; August 1983 C; December 9, 1983 B, p.8-9; November 1-4, 1984 C, p.65; January 24-25, 1985 B, p.11-13; March 31, 1985 B, p.12)

"B" Staff Appointments

- Part I: Posting and Eligibility
Part II: Interview Committee
Part III: Screening of Applicants for Active Consideration
Part IV: Interviewing of Applicants Under Active Consideration
Part V: Recommendation to the President
Part VI: Interviews by the President and First Vice-President/Treasurer
Part VII: Appointment and Attendant Conditions
Part VIII: Re-Posting
Part IX: External Applicants

Part I: Posting and Eligibility

- 1.1.1 All staff vacancies will first be posted in accordance with the relevant staff collective agreements before being posted to OPSEU members.
- 1.1.2 In the event that no current staff member is successful in her/his application, then the staff vacancy will be posted to OPSEU members by means of the OPSEU website.
- 1.2 Only dues paying members of OPSEU, or current permanent employees may apply for the job vacancies within OPSEU. However, OPSEU members in good standing who are surplus by their employer shall retain the right to apply for OPSEU staff postings that are posted to the membership for a period of 12 months from their exit date.
(June 27, 2002 B, p.15)
- 1.3 A background of practical experience will be the first requirement of our hiring policy.
- 1.4 Unless otherwise indicated on the posting, all applications to be forwarded to:
Administrator, Staff Relations Division
OPSEU, 100 Lesmill Road,
Toronto, Ontario, M3B 3P8

Section 13 - Hiring Policy/Staff/Organization Charts
13.1 - Hiring Policy

Part II: Interview Committee

- 2.1 The President shall establish an Interview Committee for such job vacancy. Each Interview Committee will be ad hoc but may consider applications for more than one job vacancy.
- 2.2 For Regional Secretaries the Interview Committee shall comprise:
 - a) The Supervisor of Staff Reps and Regional Secretaries;
 - b) An LEC President from the service area appointed by the Regional Vice-President in whose region the regional office is located.
 - c) The Equal Opportunities Officer in an advisory role.
- 2.3 For Head Office "B" staff positions, the Interview Committee shall comprise:
 - a) The Administrator;
 - b) The Equal Opportunities Officer in an advisory capacity.
- 2.4 For persons reporting to the First Vice-President /Treasurer and the President, the Interview Committee shall comprise the First Vice-President/Treasurer and the President.
- 2.5 Persons on Interview Committees shall receive an orientation on interview techniques.

Part III: Screening of Applicants for Active Consideration

- 3.1 When fewer than five (5) candidates apply for a job vacancy, all applicants meeting the minimum requirements will meet with the Interview Committee.
- 3.2 The Interview Committee will hold one session to determine the applicants with whom it will meet. The Administrator will submit recommendations to the Interview Committee. All applications and supporting material will be made available to the Interview Committee.
- 3.3 When five or more persons apply for a vacancy, the Interview Committee will meet with at least five (5) applicants for each job vacancy, provided there are five (5) candidates who meet the minimum requirements. The Interview Committee will consider qualifications and suitability as evidenced by resumes and supporting material when determining with whom it will meet. All persons to be interviewed must be tested for relevant skills and must meet OPSEU's stated standards.

Part IV: Interviewing Applicants Under Active Consideration

- 4.1 All candidates interviewed will be asked the same core questions determined by the Interview Committee to be suitable. These core questions will be designed to inform the Interview Committee as to the applicant's attitude and skills, and will also be designed to show a demonstrated history of union activity.
- 4.2 Candidates will be given an opportunity to address any point which they regard as important and which was not asked of them.

Section 13 - Hiring Policy/Staff/Organization Charts 13.1 - Hiring Policy
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Part V: Recommendation to the President

- 5.1 The Interview Committee will prepare a short list of three candidates. The Committee must, by a majority vote, endorse both the persons on the short list and their order of rank.
- 5.2 All persons on the short list must be qualified for the position. Persons lacking the necessary skills must not appear on the short list. This may result in a short list of fewer than three (3) persons.

Part VI: Interview by the President and First Vice-President/Treasurer

- 6.1 The President along with the First Vice-President/Treasurer may interview those candidates recommended by the Interview Committee. Interviews by the President will focus on suitability on the assumption that any persons recommended possess the necessary skills.
- 6.2 The President may appoint any person recommended to him/her.

Part VII: Appointment and Attendant Conditions

- 7.1 All persons appointed by the President shall be advised of their probation period.

Part VIII: Re-Posting

- 8.1 The President may on the advice of the Interview Committee, or if s/he is dissatisfied with the short-listed candidates, direct that the vacancy be re-posted and re-advertised among the members.

Part IX: External Applicants

- 9.1 In the event that the President does not regard any short-listed candidates as acceptable the President may request from the Executive Board the authority to solicit external applications. Such applications shall be reviewed by an Interview Committee.
(July 17-18, 1980 B, p.15; August 21-22, 1980 B, p.25; February 19-20, 1981 B, p.34; June 18-20, 1981 C; December 10-11, 1981 B, p.32; August 1983 C; December 9, 1983 B, p.8; November 1-4, 1984 C, p.65; January 24-25, 1985 B, p.11-13; March 31, 1985 B, p.12)

Advertising Jobs to OPSEU Members

Staff vacancies will be advertised using a combination of the following methods, balanced against operational requirements to fill vacancies:

1. OPSEU member direct publication(s)
2. Fax and e-mail network
3. In Solidarity
4. Direct mailings to locals, and,

All internal and external vacancies will be posted on the OPSEU web-site.
(April 5, 2000, B, p.15)

Section 13 - Hiring Policy/Staff/Organization Charts

13.1 - Hiring Policy

Executive Board Members - Applying for Staff Jobs

Board Members will not be allowed to apply for staff jobs while serving on the Board.
(August 26-27, 1983 C) (Also under Board)

Field Organizers

When Organizing vacancies occur they shall be assigned to the six (6) regions outside of Toronto, in order to be determined by the Officers; and the administrative details needed to implement this policy will be left to the senior management team.
(May 20-21, 1998 B)

Grievance Officers (Special)

The role of Special Grievance Officers (as outlined in the Committee's report) will be established:

Special Grievance Officers will be assigned by the President, or his designee, to cases in their own local union only. When assigned to a case, the Special Grievance Officer would receive instructions and direction from the Co-Ordinator of Grievances, as Grievance Officers and outside counsel do at present. The members expenses for preparation and presentation of the case would be paid from the members expenses portion of the Grievance Department's budget.
(November 17-18, 1992 B, p.4)

Job Postings: Community Publications

The Executive Board supports the circulation of OPSEU job postings to community publications accessed by our members in the designated groups; and discussions will begin immediately with the staff union, with a view to developing and implementing an employment equity program.
(January 16-17, 1991 B, p.26)

Job Postings: Internal

All internal staff postings will be forwarded to all Executive Board Members.
(April 21-22, 1988 B, p.24) (also under Executive Board)

Job Postings: Summer Students

OPSEU will post to the membership the opportunities available for all summer-student work within our organization to allow our members' children the opportunity to work for our Union.
(June 15-17, 1993 B, p.45)

Membership Development Trainees – MDT

Members shall have access to Membership Development Trainee positions as follows:

1. Every six (6) months the membership shall be advised through an appropriate publication or the OPSEU website that secondments and MDT opportunities are available, from time to time, within the union. A general description of these potential opportunities, and of the skills required, shall be included.

Section 13 - Hiring Policy/Staff/Organization Charts 13.1 - Hiring Policy
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2. Members who believe they possess the basic skills required to undertake such secondments and/or MDT opportunities, and are able to obtain leave of absence at short notice for such assignments, will be invited to submit resumes of their skills and interests. Applicants who meet the requirements will be placed on a selection list to be contacted when opportunities arise.
3. The interviewing of suitable candidates shall be the responsibility of the President or his/her designee.
4. Executive Board Members will be advised when members from their own region have applied for inclusion on the roster of qualified potential MDTs.
5. The President will notify the regional vice-president when an MDT is hired.
6. The President will provide regular status reports (MDTs) at Board meetings throughout the year. (May 9, 1990 B, p.17)
7. When a sector specific MDT opportunity occurs, a member from that sector will be selected. (June 15-17, 1993 B, p.71)

MDTs and SDTs - Orientation Program

OPSEU will put in place immediately for SDTs and MDTs:

1. an orientation program for that specific position being filled of at least one day;
2. administration controls to communicate to all departments the who, what, when, where and why of the position especially the payroll, switchboard, and personnel relations;
3. that this orientation program include a mandatory exit interview to discuss the experience and detail the paperwork;
4. extensions or modifications to the trainee's contract must be implemented and communicated one week prior to the stated contract end. (September 16-18, 1992 B, p. 59; December 7-9, 1994 B, p.57)

MDTs Opportunities/Temporary Assignments

The President's Office shall inform the Regional Vice-Presidents of all such opportunities prior to them being filled.

The Board members play a key role and shall be given the opportunity to select and promote deserving activists in their region to these "positions".

OPSEU shall develop a clear policy around such positions that would allow for a variety of members to receive such opportunities.

The policy guidelines shall be published in *In Solidarity*.
(May 20-21, 1998 B)

Section 13 - Hiring Policy/Staff/Organization Charts
13.1 - Hiring Policy

Support Staff - Trade Union Knowledge

Since there are gaps in our communications due to the hiring of temporary staff who are not well-versed in the workings of the union or the goals of unionism, OPSEU will stress the requirement of trade union knowledge in the recruitment and training of support staff, so that they be better equipped to supply information to members.

Temporary help, if required, will be recruited from the OPSEU membership.
(August 30-September 2, 1993 B, p.23)

Temporary Agencies

OPSEU will discontinue its use of temp agencies, except under extenuating circumstances when it is brought to the Executive Committee for approval.
(October 20-21, 2010 B, p.15)

UNDER REVISION

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Mail: Correspondence and Cheque Logging in Head Office Mailroom

Only the receipt of negotiable instruments (i.e. cash, cheques, money orders, etc.) will be logged.

Upon logging cheques in the mail room, all cheques will be stamped "for deposit only to the credit of the Ontario Public Service Employees Union at (bank of record)."

(September 25, 1981 B, p.10)

Mail: Opening of Mail

All mail received at OPSEU Headquarters is to be scrutinized before insertion in the opener and all mail marked "Personal & Confidential" is to be abstracted before insertion in the opener and given, unopened, to the addressee or his/her designee.

(November 2-4, 1973 B, p.22)

Staff: Attendance at Board Meetings

The Executive Board welcomes the advice and views of the appointed Staff. This advice and these views, however, must be communicated through the office of the President, or during the informal meetings regularly held between Staff and regional Executive Board members.

To ensure that Staff do not come under pressure to become involved in the political process, the Executive Board states that it is improper for Staff to attend Executive Board meetings unless specifically requested to do so by the President.

(April 14-15, 1980 B, p.5)

Staff: Bilingualism

In regions where bilingual locals exist, functional bilingualism will be a criterion for the position of staff representatives.

(June 11-14, 1980 C)

Staff: Complaint Resolution Policy

1. An OPSEU member with a complaint against an OPSEU staff person shall submit his/her complaint in writing to the staff person's Supervisor. This can either be done directly, or indirectly through an Executive Board Member, but the only role to be played by the EBM is to forward the submitted complaint to the staff member's Supervisor.

A copy of the complaint shall be forwarded to Staff Relations, and the staff member's Administrator, by the Supervisor.

2. An OPSEU staff person with a complaint against an OPSEU member shall submit his/her complaint in writing to their Supervisor.

The Supervisor shall forward a copy of the complaint to Staff Relations, and the staff member's Administrator.

Section 13 - Hiring Policy/Staff/Organization Charts 13.2 – Staff
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3. The Supervisor shall, using tact and diplomacy, investigate the complaint with all parties, and provide a report to the appropriate Administrator, setting out his/her written conclusions, including a recommended course of action to resolve the matter,.
4. The Supervisor will, in consultation with the Administrator and, if necessary Staff Relations, determine the course of action to be taken. Following this consultation, the Supervisor will provide a written response back to the complainant, and the Executive Board Member from the region(s) the complaint originated, and the staff member or OPSEU member involved. A copy of the written response will be forwarded to Staff Relations.
5. It is expected that all parties to a complaint will at all times conduct themselves in a professional manner that respects the integrity of this complaint process.
6. Only the individuals specifically assigned a role within this process or who have direct knowledge of the facts alleged in the complaint, shall have the right and obligation to deal with a complaint, in accordance with this procedure.
7. The underlying details of a complaint will be treated in a confidential manner and shall not be communicated to anyone outside the complaint process unless required as part of investigating the matter, or if disclosure is required as part of a subsequent adjudicative process. Notwithstanding this provision, the parties understand that the Office of the President may be advised of the existence and basic nature of a complaint.
8. OPSEU staff and OPSEU members have an obligation to respect this OPSEU Policy and to behave civilly towards each other throughout the complaint process. Staff and members shall not take any action or engage in any conduct of a retributive nature in response to the filing of any complaint.
(October 15-16, 2008 B, p.17)

Staff – Computer Technology

No current Staff will be laid off or downgraded as a result of the introduction of new computer technology. Further, OPSEU agrees to pay reasonable retraining costs for any redundant Staff.
(December 18-19, 1980 B, p.5)

Staff: Contracting Out

OPSEU will not contract out computer systems development work and all efforts will be used to develop these skills internally; and all efforts will be made to develop employee based computer systems and to publicize those efforts as a model for all organizations.
(February 24-25, 1988 B, p.15)

Staff: Credit Cards

OPSEU will provide MasterCard credit cards to the appropriate Organizing staff, with an individual card limit of \$3,000. The issuance of these cards is in recognition of the increased activity levels associated with the Organizing unit, and to avoid the necessity of staff having to pay for OPSEU related expenditures from personal resources. (October 20-21, 1998 B, p.3)

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Staff: Development Trainees and MDTs

OPSEU will put in place immediately for SDTs and MDTs:

1. an orientation program for the specific position being filled of at least one day;
2. administration controls to communicate to all departments the who, what, when, where and why of the position especially the payroll, switchboard, and personnel relations;
3. a mandatory exit interview to discuss the experience and detail the paperwork;
4. extensions or modifications to the trainee's contract must be implemented and communicated one week prior to the stated contract end.
(September 16-18, 1992 B, p. 59; December 7-9, 1994 B, p.57)

Staff: Excluded

The policy of the Union is that there be no additional individual contracts with permanent employees.
(November 18, 1976 B, p.9)

The President is empowered to make such appointments to the excluded Staff as are deemed appropriate provided that any changes to the employment terms of these appointments must be approved by the Executive Board.

(December 6-7, 1984 B, p.14)

Staff: Excluded (Dismissal)

The Executive Board will serve as a guidance body to the President in such matters with the following criteria which would assist in the process:

1. Determine if there is sufficient and just cause for dismissal(s) and
2. Give their recommendation(s) for solutions and
3. Review whether proper procedures will be/have been properly followed prior to dismissal(s) occurring and if all else fails,
4. Authorize the President, along with the Vice President, to dismiss said individual(s).
(September 10-11, 1997 B, p.16; April 16-18, 1998 C)

Staff: Postes Francophones/Francophone Positions

SEFPO voit à la mise sur pied de postes stratégiques francophones (négociateur, délégué régional, etc.) et à l'embauche de personnels francophones dans les régions là où les besoins le nécessitent; ces embauches devront en premier lieu se faire dans la région de l'Est principalement, ainsi que dans la région du Nord de l'Ontario.

OPSEU will ensure that strategic Francophone positions (negotiators, regional staff representatives, etc.)

Section 13 - Hiring Policy/Staff/Organization Charts

13.2 – Staff

are created and that Francophone personnel are hired in the regions where warranted by the need; and the hiring of this personnel must be done first in the Eastern region in particular, as well as in the Northern Ontario region.

(Convention 2004, p.32)

Staff: Gifts and Honoraria

The following policy statement in respect of gifts and honoraria offered to Board members or Staff was adopted:

1. Under all circumstances, cash/cheque gifts or honoraria for any amount should be refused or returned.
2. Non-negotiable or non-cash gifts, meant as nominal tokens of appreciation, may be accepted at the discretion of the Board member or Staff person.
3. A Board or Staff member shall not accept any gift/honoraria and shall not participate either directly or indirectly in any transaction for his/her own account which utilizes any confidential information; or accrues from their position of trust or authority; or conflicts with his/her duties and responsibilities.
(September 12-13, 1990 B, p.15)

Staff: Health and Safety Minutes

A summary of OPSEU Staff Health and Safety minutes and workplace incidents/injuries will be provided to the Executive Committee on a monthly basis.

(October 19-20, 1994 B, p.9)

Staff: Hiring and Dismissal

The Executive Board authorizes the President to hire all Union Staff as required by the approved Staff complement.

(November 18, 1976 B, p.13)

The Executive Board authorizes the President to dismiss any member of the Union's (unionized) Staff for just and sufficient cause. This authorization is subject to the appeal provisions in the Staff collective agreements.

(December 15-17, 1976 B, p.11)

Staff: Job Security Unit

The work of the job security unit will be redefined:

1. BPS/CAAT reorganizations and mergers should become a key focus (jointly with the organizing department).
2. Where article 26 in OPS committees are set up, job security unit staff should be involved in training members of those committees to carry out their responsibilities under the collective

Section 13 - Hiring Policy/Staff/Organization Charts
13.2 – Staff

agreement. Staff should be available by telephone to assist local presidents, MERC chairs and members of article 26 committees, but that should be the limit of their involvement.

3. The job security unit should continue to take the main responsibility for representing the organization at the central BURC level, where it should focus on vacancy management, training and retraining.
(July 19-20, 1995 B, p.25)

Staff: Membership Data-Base

Staff will have access to membership data-base in all Regions throughout the province. (The intent is that each Region will have a regional data-base for their respective region.)
(April 27, 1994 B, p.7)

Staff: Organization Chart Changes

Only organization chart changes that involve a complete change of reporting responsibility for a department as a whole, or a department head, need be brought to the Executive Board. Other changes can be made to the organization chart by decision of the Executive Committee with subsequent reporting to the Executive Board.
(April 21-22, 1977 B, p.9)

Staff: Part Time or Unclassified

Part time or unclassified union Staff, or any Staff working less than customary or standard hours will be given the rights, privileges and pro-rated time of classified Staff.
(November 1-4, 1984 C, p.31)

Staff: Phone Calls from EBM's

Supervisors are directed to return phone calls to Executive Board Members within 24 hours.
(December 4, 2003 B, p.5)

Staff: Political Activity

As a matter of internal policy the Staff of OPSEU are specifically prohibited from engaging in the internal political process of OPSEU, by which is meant political activity in support of or opposed to any candidate for, or incumbent in any elected office of the union.

A breach of this policy shall be deemed a disciplinary offence subject to disciplinary action including discharge depending on the severity of the offence committed. All current and future Staff shall be advised of this policy.
(August 23-24, 1979 B, p.9-10)

Staff: Projects

Requests by Board members to staff to carry out projects must be funnelled through the President.
(April 25-27, 1975 B, p.1)

Section 13 - Hiring Policy/Staff/Organization Charts
13.2 – Staff

Staff: Resources

WHEREAS periodically the Executive Board allocates additional resources to be assigned to regions -- such as regional Grievance Officers or Pay Equity Negotiators; and
WHEREAS the real workload is rarely, if ever, divided up equally between regions; and

THEREFORE BE IT RESOLVED THAT when OPSEU divides up resources by region, workload be factored into the allotment and all Regions be given their proper share.

(December 7-9, 1994 B, p.59)

Staff: Retirement Age

The Board establishes a compulsory retirement age of 65 for its Staff. At the discretion of the Board, any Staff member on attaining age 65 may be retained in any part-time capacity by the Board.

(November 16-18, 1973 C, p.8-9)

Staff: Retirement Gift

Staff are an important and integral part of OPSEU and their dedication and service should be formally recognized and acknowledged by OPSEU (through the Executive Board) on their retirement.

Therefore Be It Resolved That retirees will have a choice of the following upon retirement:

1. Crystal Mantel Clock
2. Painting
3. Watch

(December 4-5, 2002 B, p.4)

Staff: Salaries

The Corporate Secretary shall be paid the same in wages as the other confidential secretaries, (referring to the President's Secretary, and the First Vice-President's Secretary) plus a \$1,000.00 honorarium per year (prorated where applicable).

(February 27, 1976 B, p.7)

Staff: Status

Staff Relations is charged with the responsibility for putting out a communication regarding all information relative to job positions, movement within the organization, retirements, deaths, etc.

(August 30-September 2, 1993 B, p.4)

Staff: Temporary Upgrading

Article 16.4.02 (temporary upgrading) of the OPSSU contract shall not apply to the ASU positions, Secretary to President, Secretary to the First Vice-President/Treasurer, Secretary to the Administrator of Staff Relations.

Section 13 - Hiring Policy/Staff/Organization Charts
13.2 – Staff

Staff: Women Reps

The Union will work towards increasing the number of women Staff reps in proportion to the number of women union members.

(June 11-14, 1980 C)

UNDER REVISION

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The Executive Board approved the organization charts reflecting the new divisions, work groups, and staff complements while recognizing that not all positions are funded at this time.

(December 11-13, 1996 B, p.4; January 27-29, 1998 B, p.17; June 25-16, 1997 B, p.17; March 4-5, 1998 B, p.13; March 27, 1998 B, p.3, April 16-18, 1998 C, December 9-10, 1999 B, p.21, September 15-16, 1999 B, p.5, June 16, 1999 B, p.3, May 19-20, 1999 B, p.12, June 29, 2000 B, p.6, March 2-3, 2016 B pg.22)

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Section 14 – Insurance Section 14.1 - General

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Joint Insurance Benefits Review Committee – Union Side

- A) The membership of the Joint Insurance Benefits Review Committee shall be:
 - (i) The First Vice-President, or a designee, chosen from the Regional Vice-Presidents.
 - (ii) Two members elected by and from the OPS Central Team.
- B) The benefits officer and a negotiator shall be assigned to the committee to serve as advisors.
- C) The First Vice-President, or a designee, chosen from the Regional Vice-Presidents shall chair the committee.
- D) The members of the committee drawn from the Employee Benefits/OPS Central Team shall be appointed for the term of the collective agreement.
(November 6, 1978 B, p.15-16; November 23-24, 1978 B, p.34; December 7-9, 1994 B, p.24)

Group Accident Contracts

OPSEU provides group accident coverage for Executive Board Members and members travelling on OPSEU business at the level of \$50,000 Accidental Death and Dismemberment and \$200 weekly indemnity.

(May 25-26, 1978 B, p.32)

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Section 14.2 – Insurance Liability

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Section 14 – Insurance Section 14.2 – Insurance Liability
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OPSEU Insurance Liability

OPSEU should notify members working on their own time, in accordance with the following:

1. Employee on approved leave without pay (without wage continuation) from their Employer in accordance with the applicable collective agreement, however, during this period the employee uses his/her vacation credits or other wage continuation rights to maintain pay.
2. Employee engaged in union activities outside of an approved leave even though his/her employer is covered by a collective agreement. (This work is on the employee's own time and the employee is not paid by the Employer or Union.)
3. Employee engaged in union activities outside of an approved leave with his/her employer not yet covered by a collective agreement. (The employee may be paid an amount by the Union to support his/her activities during this period. This occurs periodically during organizing drives.)

Such efforts are considered voluntary and may not be covered by WSIB.
(March 10-11, 2004 B, p.2)

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Section 15 - Locals

15.1 General

Awards: Best Local Newsletter

OPSEU's newsletter awards structure has been redesigned according to the proposal of Informed Bulletins for OPSEU (INFO) and the awards will be administered through INFO and presented at the annual Editors' Weekend.

OPSEU's Locals will be divided into three categories for awards. Within each circulation category, there will be a number of awards, to be reviewed annually.

These awards will be judged by someone from outside OPSEU, who has an understanding of journalism and labour issues and who has a reputation and credibility that members will respect. The judge will present the awards at the Editors' Conference.

INFO is requested to produce a daily bulletin at OPSEU's annual convention with OPSEU covering the cost of paper to produce the bulletin.

(March 1-3, 1994 B)

The Editors' Weekend, approved by the Executive Board for 1992, will become an annual affair to promote better newsletters, with a budget line added to the communications department to cover costs.

Newsletter courses will be offered at least once each year at a weekend educational in each region, if possible.

(August 30-September 2, 1993 B, p.22)

Banking

Local Executive Committees are advised that they may conduct their banking with whatever chartered bank, trust company or credit union they regard as most suited to their interests.

All accounts will be opened in the name of OPSEU Local XYZ and authorized by the First Vice-President/Treasurer.

The locals will notify the First Vice-President/Treasurer by completing either the new Local Bank Account form or Signatory Changes to Existing Account form.

The five (5) signing officers of an OPSEU Local bank account shall be the Treasurer or Secretary-Treasurer and one or more of the following: Local President, Vice-President, Secretary or Chief Steward with two signatures required on all cheques or withdrawals, and that bank statements be sent to the Local Treasurer. (June 18-19, 2014 B, p.7; May 7-9, 2015 C)

Local Executive Committees are advised that they may conduct their banking with whatever chartered bank, trust company or credit union they regard as most suited to their interests.

(September 21-22, 1979 B, p.20)

All accounts will be opened in the name of OPSEU.

(September 21-22, 1979 B, p.20)

Banking: Locals' Savings Accounts

R1 All accounts opened shall be opened in the name of:
Ontario Public Service Employees Union
Local XYZ

Section 15 - Locals 15.1 General

Savings Account

- R2 OPSEU Head Office will be notified of the address and account number of all savings accounts opened by Locals. Such notification will be sent to the First Vice-President/Treasurer.
- R3 There must be two co-signers for the savings account.
- R4 The Local membership must approve the opening of the savings account, and be advised of all transactions to that account.
- R5 The savings accounts shall only be allowed to have direct deposits from the current account and direct returns to the current account and no further transactions except for interest deposits.
(April 27-28, 1979 B, p.17-18; September 21-22, 1979 B, p.24)

Bilingualism - Documents

When documentation is to be distributed to a Local that is designated as requiring French services, said documentation shall be provided in both official languages at the time of release.

Documentation that is to be distributed to a negotiating team that represents Locals designated as requiring French services shall be provided in both official languages at the time of release.

Documentation that is to be distributed to all OPSEU members shall be available in both official languages at the time of release.

(September 18-19, 2002, B, p.37)

Charge-backs to Locals

Locals will be charged back for all postage costs that are mailed by head office or regional offices.

(August 23-24, 1979 B, p.19)

Media: Public Statements by Locals

Any and all public statements (by Locals) involving the Union must be cleared through the office of the President or Vice-President/Treasurer at Head Office.

(October 27, 1973 B, p.19)

Minutes of Local Meetings

Each local is requested to submit minutes of its general meetings to its respective regional office.

(February 23-24, 1979 B, p.22)

OPSEU allows and accepts scanned, faxed or emailed copies of expense forms, nominations, credentials and minutes for all events sponsored by OPSEU.

(May 7-9, 2015, C)

Taxation: Local Honoraria, Own-Time and Time-Off Payments

Each dollar of income paid by the union to a member is subject to income taxes. Honorariums, own-time and time-off paid out of local funds fall into this category and responsibility for deducting tax lies with the payer.

Section 15 - Locals 15.1 General

All such payments made by head office, at the instruction of the locals, shall be subjected to statutory income tax, employment insurance and Canada pension plan deductions, and be deducted from subsequent rebates otherwise payable to the applicable locals.

(August 23-24, 1979 B, p.2-3)

Special Assistance (Locals)

In granting special assistance to locals the following regulations shall apply:

1. Requests for special assistance shall be made in writing to the First Vice-President/Treasurer.
2. Special Assistance shall be to a maximum of \$1,000 annually. (June 11-12, 2008 B, p.12)
3. Special assistance may only be given to a Local once during a year.

In approving any requests for special assistance, the following criteria shall apply:

- a) Assistance for newly chartered Locals (e.g., BPS) awaiting their first contract. Assistance could be provided for as long as it takes to receive their first Local rebate.
- b) Assistance to help an established Local service a new unit which is attached to it, while awaiting first payment of Local rebates on behalf of the new members.
- c) Tuition fees payable by the Local for members attending week-long and two-week educationals.
- d) Assistance for geographically spread-out Locals re travel to meetings and distribution of literature by stewards.
- e) Assistance with cost of halls for membership meetings where a regional office is not available.
- f) Assistance for the production and distribution of Local newsletters.
- g) Any other worthy and acceptable trade union purpose whose cost is over and above the normal cost of operating the Local.

All requests for assistance would have to be fully justified by the Local in terms of purpose and evidence of financial need. The decision as to whether to provide such assistance, in whole or in part, would be made in accordance with the above criteria.

Requests for Special Assistance to Locals, along with an audited report, will be decided by the Officers.

(August 21-22, 1980 B, pp.29-31; July 6-7, 1987 B, p.20; September 17-18, 1987 B, p.4;
December 7-9, 1993 B, p.11)

Start-up Funds (Locals)

Start-up Funds will be made available for newly chartered Locals (e.g., BPS) waiting for their first contract. Assistance could be provided for as long as it takes to receive their first Local rebate. The following regulations should apply:

Section 15 - Locals 15.1 General

1. A request for start-up funds shall be made by the Staff Representative, on behalf of the Local, in writing to the First Vice-President/Treasurer's office.
2. Start-up funds shall be a one-time payment of \$1,000.
(February 26-27, 2014 B, p.5)

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Section 15 - Locals 15.2 - Trustees' Audit Reports

Trustees' Audit Report Forms

Locals with their TAR's in arrears will only be credited up to 36 months.
(November 16-18, 2011 B, p.33)

The trustees' certificate of the Locals shall be submitted to Head Office for six month periods ending June 30 and December 31 of each year.
(December 14-15, 1979 B, p.20; amended August 25, 1983 B, p.4)

A Local which is delinquent in filing its trustees' certificate will be notified by registered mail.
(February 21-22, 1980 B, p.10)

The Trustees' Audit Report form, which is to be submitted at the end of the six month periods ending December 31 and June 30 of each year, including Schedules 'A' and 'B' is the report form designated under section 29.6.2 of the Constitution. Schedules 'A' and 'B' are provided to assist the Local Trustees in making their report to the Executive of the Local and must be forwarded to Head Office with each Audit report that is required to be submitted to head office.
(July 17-18, 1980 B, p.1; August 25, 1983 B, p.4; December 4-5, 1986 B, p.5)

A list of Locals who have not submitted their Trustee Audit reports will be published and included in the Convention kit.
(October 19-20, 1994 B, p.9)

Delinquent Audit Reports

A local that is two Audit Reports (12 months) in arrears shall have their rebates held in trust by OPSEU; and the rebate held in trust will be released without interest upon receipt of all of the Local's delinquent Audit Reports.
(September 19-20, 2012 B, p.9; April 8-10, 1999 C, p. 37)

Guidelines for Completing the Trustees' Audit Report

The Trustees' Audit Report shall be prepared in duplicate.

- One copy to be forwarded to Head Office
- One copy to be forwarded to the Secretary/Treasurer of the local for the local's records

The Trustees' Audit Report must be completed every six months as per Article 29.6.2 of the Constitution.

The reporting dates will be "for six month periods ending June 30 and December 31 of each year". Head Office will assist any local that requests financial advice.

Section 15 - Locals 15.2 - Trustees' Audit Reports
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Ontario Public Service Employees Union Trustees' Audit Report

We have examined all books, records and properties of Local _____ and certify:

1. That we are the duly elected Audit Committee as required by Art. 29.6.1 and 29.6.2 of the Constitution.
2. That the report is a true and correct record of the financial condition of Local _____ for the six (6) months ended _____, 20____ and the balance in the bank at that date; and,
3. That all expenditures are required by Art. 29.10.1 of the Constitution and are "for legitimate trade union purposes".

Credit Union/Bank/Trust Company	Name and Address	
Current Account No. ()		\$
Savings Accounting No.()		\$
Investments (State Type and Values)		
		\$
		\$
		\$
Liabilities (State Type and Value)		
		\$
		\$
		\$

Signed: Trustee

Signed: Trustee

Complete and Return to Head Office, Ontario Public Service Employees Union

Section 15 - Locals
15.2 - Trustees' Audit Reports

Schedules "A" and "B" are provided to assist the trustees in preparing their report for the local executive and are not required to be sent to head office.

Schedule "A"

Local:

Statement for the period from _____, 20__ to _____, 20__

Balance in Bank:	Balance \$
Current Account No. ()	
Savings Account No. ()	
Add Receipts:	
Rebate/s from Head Office	
Other (Specify)	
Total of Balance and Receipts (A)	\$
Deduct Disbursements:	
Local General Meeting Expenses	
Local Executive Meeting Expenses	
Local Annual Meeting Expenses	
Local Occupational Group Meeting Expenses	
Other Meetings (Specify)	
Contributions to Area Councils	
Contributions to Labour Councils	
Steward's Expenses	
Postage	
Bank Charges	
Telephone and Telegraph	
Office Supplies and Printing	
Officers' Remuneration	
Other Expenses (Specify)	
Total Disbursements (B)	\$
Deduct (B) from (A) for Balance	\$

Section 15 - Locals
15.2 - Trustees' Audit Reports

Schedule "B"

Local: _____

Cheques issued during the period from _____, 20__ to _____, 20__ .

Cheque No.	Date	Payable To	Explanation	Amount (\$)

Receipts or supporting vouchers for all of the above items to be retained as part of the Local financial records.

If requested, Head Office will assist with any questions or problems pertaining to the Local's finances.

Section 15 - Locals 15.2 - Trustees' Audit Reports

Spending Authority

1. A duly constituted LEC has the power to spend local monies for legitimate trade union purposes. Such expenditures must be reported to the membership at the next regular meeting.
2. An LEC must prepare and present a budget to the membership. If this budget is approved then any expenditures outside the budget must be duly noted as such and reported to the membership at the next regular meeting.
3. In the absence of by-laws to the contrary, an LEC may spend monies in excess of the budget or in the absence of a budget. However, a local may adopt by-laws restricting the LEC to expenditures within the budget and requiring explicit prior approval for expenditures outside the budget.
4. If an LEC fails to prepare a budget it may still spend monies unless there are by-laws to the contrary. However, the failure to submit a budget could lead to union charges or trusteeship. The initiative for such measures rests with the membership. Similarly, violations of local by-laws may lead to union charges or trusteeship.
5. Accountability to the membership for expenditure is clearly required of the LEC, especially if no budget has been submitted. This is assured as well by Article 29.6.2, which requires that the membership elect Trustees, who must examine the books and report to the first general membership meeting following each six month audit of the local's books. The membership has the prerogative of filing charges or requesting trusteeship if a trustee's report indicates improper handling of the local's funds.
(May 26-27, 1980 B, p.11)

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Section 15 - Locals 15.3 - Creation/Dissolution/Merger/Transfers and Division of Locals
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Assignment of Locals: BPS Units to BPS Locals

WHEREAS many Broader Public Service (BPS) bargaining units are located in OPS dominated locals, resulting in BPS membership alienation from and low participation in OPSEU;

THEREFORE BE IT RESOLVED THAT where feasible, BPS units be reassigned to BPS locals within their respective regions, or that new BPS locals be created there.
(April 15-17, 1993 C)

Creation of New Locals in Areas of Existing Membership, Dissolution of Locals, Mergers, Transfers and Division of Locals

Recommendations to be brought by the Regional Vice-President to the Executive Committee (through the President) for recommendation to the Board.
(January 25-26, 1979 B, p.7-9; October 26-27, 1978 B, p.18; November 22-23, 1980 B, p.4-6)

The OPSEU Executive Board will not consider the creation of new locals with fewer than 100 members except in exceptional circumstances.
(October 21-22, 2003 B, p.7)

Procedures for Establishment and Dissolution

Establishment of Locals

The constitutional authority for the establishment of new Locals rests with the Executive Board, and such authority can be found in Article 12.6.2 where it is stated -

"The Board shall establish Units, charter Locals and define regional boundaries within the Union's jurisdiction."

A) New Local is Created As A Result of An Organizing Drive:

Where a new Local is created as a result of a successful organizing drive, a description of the Local and its nature is found on the statement of certification.

- a) The Supervisor of Organizing shall notify the appropriate Executive Assistant of a successful certification and provide him/her with a description of the Local.
- b) The Executive Assistant will then notify the President and seek permission to assign a number to the Local.
- c) The President will then present this matter to the Board for their approval.

B) Creation of New Locals in Areas of OPSEU's Existing Membership:

- a) The staff Reps will be assigned to investigate and report their findings on the necessity for the creation of such a new Local.
- b) They will present their findings to a meeting of their regional EBMs.

Section 15 - Locals 15.3 - Creation/Dissolution/Merger/Transfers and Division of Locals
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- c) At the meeting a final recommendation for the Executive Board's consideration will be developed.
- C) Dissolution of a Local:
 - i) Before it is recommended that a Local be dissolved, the Staff Rep should have explored all avenues and made every attempt to activate the Local.
 - ii) S/he should also have enlisted the support of the Executive Board Members to reactivate the Local.
 - iii) Upon reaching a decision to recommend dissolution, the Rep should present to a meeting of the Executive Board Members in his/her region a recommendation detailing:
 - a) the history of the problems in that Local; and
 - b) the specifics of the resolution to the problem;
 - c) the Regional Vice-President will then make a recommendation to the Executive Committee, in line with the Constitution, seeking to dissolve the Local;
 - d) the Executive Committee's decision will be presented to the Executive Board.

It should be noted, however, that 12.4.2 of the Constitution gives only the Convention the right to revoke or suspend a charter, however, 12.4.3 does allow for a Local to voluntarily surrender its charter. Presumably if the voluntary route cannot be followed then the Board can make recommendations to the Convention.

(January 25-26, 1979 B, p.7-9; October 26-27, 1978 B; December 9-10, 1982 B, p.23)

Procedures for Mergers, Transfers and Division of Locals

Governing Principles

1. The Executive Board places great importance on the integrity of locals. Fragmentation of the membership and reduction in the size of locals is generally not in the interests of effective servicing and effective representation of the membership. The Executive Board will only approve the division of existing locals when there is a compelling case that servicing and representation will be fundamentally improved.
2. In assigning members to locals the Executive Board is governed by this Union's commitment that assignment to locals should be based on workplace and not on place of residence. Thus members will not normally be removed from the local which serves their workplace and transferred to a local which is closer to their residence.
3. In assigning members to locals the Executive Board is also governed by this Union's commitment to the steward system. The steward is the link between the member and his or her supervisor(s). Therefore, members must belong to those locals in which the stewards can provide the members with representation.

Section 15 - Locals 15.3 - Creation/Dissolution/Merger/Transfers and Division of Locals
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4. Except where there are separate working conditions contracts, OPSEU seeks to have all of the members of one work location belong to one local.

Procedures Regarding the Division of a Local

1. A proposal to divide a local into two or more new locals shall be submitted by the LEC of the existing local and shall fully define the proposed jurisdictions of the proposed new locals. Such proposals must also indicate concretely how such a division will significantly improve the representation and servicing of our members.
2. A proposal to divide a local must be approved by a two-thirds majority vote. Approval of a motion to divide a local shall be obtained from among the members in attendance at a meeting duly called for the purpose of considering such motions or from among the members who cast ballots in a referendum conducted on the motions.
3. A proposal to divide a local shall be discussed with the Regional Staff and conveyed to the President by the Regional Vice-President. After discussion with the Regional Vice-President, the President shall present a recommendation to the Executive Committee which shall make a recommendation to the Executive Board.

Procedures Regarding the Transfer of Members from One Local to Another

1. The following procedures apply only when a change in workplace or location has taken place:
 - a) a workplace means the place at which a job is normally performed and if this concept is not applicable then workplace refers to the place from which managerial direction is received.
 - b) when an employer geographically relocates part of its operations and the members of one local have their workplace changed, then they shall be transferred to another local provided that the local to which transfer is deemed appropriate is reasonably and normally identified with the members' new work location and the local from which the members are being transferred is not so identified.
 - c) Article 9.3 does not apply to these circumstances. Article 9.3 applies only to locals which are exchanging, or otherwise altering their jurisdictions. It has no applicability under these circumstances since the physical change in work location entails an automatic loss of jurisdiction of one local and an automatic gain in jurisdiction by another local.
 - d) All jurisdictional disputes will be settled by the Executive Board upon the recommendation of the Executive Committee.
2. The following procedures apply when there is no change in work location related to the proposal to transfer members from one local to another;
 - a) two-thirds of the members to be transferred must approve the proposed transfer either at a meeting or in a referendum;
 - b) two-thirds of the membership of the local losing the members must also approve the proposed transfer either at a meeting or in a referendum;

Section 15 - Locals 15.3 - Creation/Dissolution/Merger/Transfers and Division of Locals
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- c) two-thirds of the members of the local gaining members must also approve the proposed transfer either at a meeting or in a referendum;
- d) signed notice of such approvals shall be conveyed to the Regional Vice-President by the LECs concerned;
- e) a proposal to so transfer members shall be discussed with the Regional Staff Representative and conveyed to the President by the Regional Vice-President. After discussion with the Regional Vice-President, the President shall present a recommendation to the Executive Committee which shall make a recommendation to the Executive Board.
(November 22-23, 1980 B, pp.4-6; re-affirmed June 18-20, 1981 C)

Mergers (Locals)

WHEREAS one ministry or related government office may be located in several separate areas of a city;
and

WHEREAS the unity of the Union members in that ministry or government office is sacrificed when divided amongst different Locals;

THEREFORE BE IT RESOLVED THAT any mergers that take place will consider location along with ministry/government office unity.
(October 19-21, 1993 B p.40)

Section 15 - Locals 15.4 – Local Dues Rebates
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Rebates

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Section 15 - Locals 15.4 – Local Dues Rebates
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Affiliation Dues: Local or District Labour Councils

The Union's Head Office shall reimburse no less than ninety (90) per cent of the cost of local or district labour council affiliation by any Local requesting such affiliation.
(Constitution Article 10.2, Convention 1999, p.31)

Affiliation Dues: Area Councils

OPSEU will rebate to locals the dues to area councils at the same 90 per cent as Labour Councils.
(October 24-25, 2001 B, p.2)

Rebates Based on Dues-payers, Not Members

The rebate to Locals will be based upon the total number of dues paying members within the Local bargaining unit and not just on the number of Union members therein.
(June 18-20, 1981 C)

Rebates - No Deductions without Consultation

No deduction from Local rebates will be made without prior consultation with the local treasurer.
(April 15-17, 1993 C)

Requirements

The requirements which a local must meet in order to qualify for automatic receipt of its quarterly rebate are as follows: have the minimum three officers including a treasurer or secretary-treasurer, and have a bank account.
(March 28-29, 1980 B, p.36)

Rebate – Calculation

Effective January 1, 2014, local rebates will be calculated as follows: \$31 per member for the first 50 members and \$14 per member for the remaining members, with a minimum rebate of \$500 quarterly. Locals utilizing 650/750 book-offs will have their Local Rebates reduced by ten-percent (10%) of wages and benefits covered by OPSEU. Locals that have negotiated a 10 percent or greater percentage of payment, towards a full time book off, will not have their rebates reduced in regards to the full time book-off.
(June 18-19, 2014 B, p.3; October 23, 2013 B, p.5)

Rebate - Payment

Rebates are paid quarterly on the first of January, April, July and October. The actual cheque is usually mailed around the middle of the month and is based on the total number of dues payers recorded for the previous quarter.

Section 15 - Locals 15.4 – Local Dues Rebates
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Delinquent Audit Reports

A local that is two Audit Reports (12 months) in arrears shall have their rebates held in trust by OPSEU; and the rebate held in trust will be released without interest upon receipt of all of the Local's delinquent Audit Reports. The office of the Vice President/Treasurer will notify the Local, Regional Vice-President's, and its members prior to their dues rebate being held.

(September 19-20, 2012 B p. 10; April 8-10, 1999 C, p. 37)

Time Limit for TARs Approval

Effective June 2012 Locals with their TAR's in arrears will only be credited up to 36 months; or face the loss of their dues rebate for periods greater than 36 months.

(November 16-18, 2011 B, p.33)

Use of Local Rebates
Election Campaigns

In keeping with the rights of locals to use their rebates in the interest of their members, it is OPSEU's policy that locals have the right to make contributions to campaign funds of any member running for office in OPSEU, providing that such expenditure is approved at a general membership meeting.

(July 26-28, 1978 B, p.48)

Investment

Locals will be permitted to deposit surplus funds in interest-earning savings accounts; such deposits will be outside the restrictions of Article 16.11 of the Constitution.

(Note: The forms which are provided for reporting purposes should show all accounts.)

(July 26-28, 1978 B, p.33)

Section 15 - Locals 15.5 – Steward Body Task Force

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Section 15 - Locals 15.5 – Steward Body Task Force

OPSEU is committed to building OPSEU based on the following basic internal principles:

Internal Organizing

The internal organizing model of a union is based on the principle that:

The local union is built on the relationship between members and stewards in the workplace.

Union leaders involve their members in the actions and decisions that affect them including bargaining a new contract, recruiting new members, processing a grievance, handling a workplace complaint, lobbying or taking action.

Every member's workplace complaint is an opportunity to mobilize other members.

The union helps workers solve their own problems instead of solving problems for them.

The workplace steward is the primary link between the union and members.

The exclusive right of the steward to represent a specifically identified group of members.

Basic Recruitment Program

Before recruiting stewards it needs to be clear about what it wants entry level stewards to do. The job description needs to be complete, easy to understand and user friendly. It should encompass the principles of internal organizing and the concept of collective leadership. It should recognize that there are core activities expected of all stewards while at the same time identifying the many other areas into which a steward can expand.

Core Steward Responsibilities

The following are the entry level core responsibilities of all stewards.

All stewards are responsible for and to a small group of specifically identified members.

For this group of members the steward is expected to:

- Communicate general union information such as newsletters, meetings, votes and negotiations information.
- Identify the group's issues of concern and carry such issues to the LEC/unit committee for decision.
- Communicate decisions made by the LEC/unit committee on how members' issues will be handled.
- Seek support for workplace actions and campaigns authorized by the LEC/Unit committee.
- Do the basic preparation and investigation on grievances arising from the group.
- Attend LEC/unit committee meetings to participate in decision making.

Section 15 - Locals 15.5 – Steward Body Task Force

Optional Steward Responsibilities

The following is an attachment to the core responsibilities as an adequate description of the areas into which a steward may expand based on the individual steward's skills and interests.

On top of cores responsibilities a steward may choose to expand into any of the following areas:

local officer
grievance preparation and presentation
health and safety
newsletters
ERCs
(January 27-29, 1998 B, p.22)

bargaining
union counselling
delegate to other labour bodies
representative to bodies outside the local
workplace committees on any issues

Section 15 - Locals 15.6 – Guidelines for Imposition and Conduct of Trusteeship
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Guidelines for Imposition and Conduct of Trusteeship

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Section 15 - Locals 15.6 – Guidelines for Imposition and Conduct of Trusteeship
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Introduction

The Constitution contains broad provisions giving the OPSEU Executive Board and the OPSEU Executive Committee the authority to impose trusteeship on any subsidiary body of the organization. Until the early 1990s, these provisions were not tested. Now, as a result of the growth of the union, these provisions have been used on a few occasions. So far, the Board has done so on an *ad hoc* basis, which has led to questions about the process leading to trusteeship, the mandate of trustees and the effect of trusteeship on a subsidiary body, and the process for lifting trusteeship.

The drafters of the Constitution deliberately wrote general trusteeship provisions, recognizing that many different situations could give rise to trusteeship, and that the Board needed the authority to tailor the trusteeship to the particular situation. The purpose of these guidelines is (a) to use our experience to ensure fairness in the imposition and lifting of trusteeship and (b) to assist the Board in determining the mandate and authority of trustees.

1. Imposition of trusteeship

- 1.1 Any evidence alleging that a subsidiary organization of the Union (as defined in Article 2.2):
 - “(a) is acting or planning to act contrary to this Constitution or the principles and policies of the Union; or
 - “(b) is being led or substantially influenced by corrupt or criminal persons; or
 - “(c) is suffering from grossly incompetent or wilfully neglectful leadership; or
 - “(d) is unable to exercise its responsibilities under this Constitution because of its proportion of strikebreakers” must be produced in writing and forwarded as quickly as possible, by hand, mail, fax or other electronic means to the President.
- 1.2.1 The President shall decide whether the evidence discloses an urgent situation requiring action by the Executive Committee under Art. 16.9.3. (Time permitting, the President will normally discuss this with the Regional Vice-President.) If so, s/he shall consult the Executive Committee at its regular meeting or by poll.
- 1.2.2 The Executive Committee shall decide by majority vote whether or not to impose a trusteeship based solely on the evidence presented, in which case the officers of the subsidiary body shall be notified immediately, in writing, of the imposition of the trusteeship and the name of the Trustee.
- 1.2.3 If the Executive Committee decides further investigation is needed in order to make a decision on trusteeship, they have no further power to act in the matter. The President may communicate the results of further investigation to the Board, which may decide to impose a trusteeship (Arts. 16.9.1 and 16.9.2).
- 1.3 A trusteeship imposed by the Executive Committee may not exceed 30 days (Art. 16.9.3) and the Board must confirm or rescind the Executive Committee’s action within that period (Art. 16.9.4). The President shall, if necessary, call a special or emergency meeting of the Board within the 30-day period, and shall give the affected body at least the minimum required 7-day notice of the date and place of the Board meeting (Art. 16.9.4).
- 1.4 If the President decides the situation is not so urgent as to require action by the Executive Committee under Art. 16.9.3, s/he may place the evidence before the next Board meeting. The Board has the authority to initiate the investigation of any evidence, whether the President has placed the matter before it or not (Art. 16.9.1).

Section 15 - Locals 15.6 – Guidelines for Imposition and Conduct of Trusteeship
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- 1.5 Before the Board votes on a motion to place a subsidiary body under trusteeship, it shall give the officers of that body notice and a reasonable opportunity to present their cases (Art. 16.9.1).
- 1.6 A trusteeship imposed by the Board, or imposed by the Executive Committee and confirmed by the Board, must contain a specific term, which may not exceed six months from the time of the Board's decision, unless the Board decides, within that period, to renew the trusteeship for a further specific period (Arts. 16.9.2 and 16.9.4). The Constitution does not require the Board to invite representations from the affected body during such review. S.89 of the *Labour Relations Act* limits trusteeships to 12 months, except with the consent of the Ontario Labour Relations Board.
- 1.7 The Trustee shall report to the Executive Committee through the President's office (Arts. 16.9.6 and 18.1.5). The President may assign this responsibility to another Officer.
- 1.8 The President's office shall be responsible for reporting the trusteeship of a local to the Ontario Labour Relations Board as provided in S.89 of the *Labour Relations Act*.
- 1.9 If a local is put into trusteeship a letter will be sent to the Local's membership informing them of the trusteeship, why it happened and whom they can contact for further information. (December 5-6, 2007 B, p.23)
- 2. Conduct of trusteeship
 - 2.1.1 The Board may specify terms of reference for the Trustee – these may be general or be limited to those actions required to overcome or correct the problem that has led to trusteeship – and may also specify conditions for lifting of the trusteeship.
 - 2.1.2 Generally, a Trustee has three duties: (a) to uphold the Constitution and policies of the union, as decided by the Convention and the Executive Board; (b) to address and find resolution to the specific issues that give rise to the trusteeship; and (c) to ensure that members of the bargaining unit continue to have access to the statutory benefits of union representation.
 - 2.2.1 "The trusteeship may be exercised by any person authorized by the Board." (Art. 16.9.2) The nature of the situation will normally determine whether the Trustee should or should not be a member of the subsidiary body itself. For example, if the evidence shows that a local treasurer is misappropriating funds, it may be sufficient to appoint the Local President as Trustee.
 - 2.2.2 The Trustee should be an experienced person who will be able to correct the problems that have led to the trusteeship. It is preferable that the Trustee should be a person familiar with the collective agreement governing the body under trusteeship. In selecting the Trustee, the Board should bear in mind that trusteeships require a significant amount of work, which will likely lead to the Trustee taking time off their regular job to carry out their duties.
 - 2.2.3 Because of the distinction OPSEU makes between the role of staff and the role of members, staff will not be appointed as Trustee. However, staff reps assigned to locals remain the agent of the exclusive bargaining agent while the local is in trusteeship, and can assist the Trustee in dealing with issues that the local would normally consult the staff rep about.
 - 2.2.4 Where it is necessary to appoint an interim Trustee while selecting an appropriate person, the Regional Vice-President should be appointed.

Section 15 - Locals 15.6 – Guidelines for Imposition and Conduct of Trusteeship
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- 2.3 Individual members of a body under trusteeship retain all their rights as members in good standing (unless specifically deprived of those rights under Art. 16.10 or Art. 6.3(d) or (e)). In considering situations where trusteeship is imposed as a result of violations of the harassment/discrimination policy or raiding, the Board may also wish to consider suspending members' good standing at the same time.
- 2.4.1 Scheduled local elections shall be suspended during the trusteeship. All elected or appointed officials of the body under trusteeship (including previously-elected delegates to central union meetings and delegates to Area Council or District Labour Council) are suspended from office effective on the date the Board or Executive Committee imposes trusteeship.
- 2.4.2 Members in good standing of a body under trusteeship who have been elected members of provincial bodies of the union at a duly constituted meeting retain their membership in those bodies (e.g., Executive Board, Executive Committee, Aboriginal Circle, Francophone Caucus, PHRC, PWC, PYWC, Convention committees, Division executives, provincial bargaining teams, etc.), unless those bodies are themselves under trusteeship.
- 2.5.1 To "conduct the affairs of the subsidiary organization" and "carry out the duties which would otherwise devolve upon officers of the subsidiary organization" (Art. 16.9.6), the Trustee shall maintain representation for the members of the body under trusteeship that is consistent with the union's duty of fair representation (this may include, for example, ERC or Labour-Management committee meetings, grievance meetings, local negotiations, health and safety meetings, etc).
- 2.5.2 The Trustee may, consistent with his/her constitutional authority (and any terms of reference), and subject to the supervision of the President, appoint such persons, (including members of the body under trusteeship) as he/she sees fit to assist in carrying out the affairs of the subsidiary body during the period of trusteeship.
- 2.6.1 The Trustee shall "call meetings of the membership in the normal manner and keep them informed of the details concerning the trusteeship." (Art. 16.9.6) This should include explaining the authority and mandate of the Trustee as developed in these guidelines.
- 2.6.2 The Trustee is not bound by decisions made by the members at general membership meetings with respect to the day-to-day conduct of the body under trusteeship.
- 2.7 Where the trusteeship overlaps with a Convention period, divisionals, regional meetings or other delegated meeting to which the subsidiary body would normally send delegates, the Trustee shall be the delegate of the body under trusteeship.
- 2.8 The Trustee shall not have the authority to conclude any agreements with the employer without the express consent of the bargaining agent, which consent will only be given on a case-by-case basis. Where the period of trusteeship overlaps with collective bargaining, employees in the bargaining unit retain their right to participate in strike and ratification votes as provided in the Constitution and the *Labour Relations Act*.
- 2.9 Upon appointment, the Trustee shall forthwith notify any financial institution holding the subsidiary body's funds, and shall take all necessary steps to obtain signing authority over such funds, unless this has already been done. The First Vice-President/Treasurer and the Administrator of Operational Services shall provide any assistance required. If two signatures are

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required, the First Vice-President/Treasurer or the Regional Vice-President shall be one of the signing officers along with the Trustee.

- 2.10.1 The Trustee will normally conclude the period of trusteeship with a report to the Executive Committee and to the general membership of the body under trusteeship.
- 2.10.2 When the trusteeship is lifted, any postponed elections shall be held for the balance of the term of office.
- 2.11 The Trustee will not ordinarily be remunerated. Trustee expenses (time off, travel, meals, etc.) will be paid by OPSEU – administered by the First Vice-President/Treasurer. Other expenses associated with the trusteeship – legal advice, audits, etc. – shall be authorized in advance by the First Vice-President/Treasurer.
- 3. Convention discussion of trusteeship

A body placed under trusteeship “shall have the right to have the matter placed on the agenda of the next Convention.” (Art. 16.9.5)

The Executive Board determines the order of business for Convention, subject to Convention approval; and the order of business shall “contain those items specified in other Articles in this Constitution.” (Art. 13.10)

- 3.3.1 When a body notifies the Executive Board that it wishes to have its trusteeship on the Convention agenda, the Board will set aside time for Convention to discuss this question.
- 3.3.2 The discussion on any trusteeship will begin with a presentation from the body under trusteeship and from the Executive Board.

To facilitate the discussion, the Executive Committee will require each Trustee to report to it in writing (and in person if necessary) on issues related to the trusteeship at its meeting immediately preceding Convention.

(May 14-15, 2003 B, p.3)

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Appendix 1
Labour Relations Act provisions

Trusteeship over local unions

89. (1) A provincial, national or international trade union that assumes supervision or control over a subordinate trade union, whereby the autonomy of such subordinate trade union, under the constitution or by-laws of the provincial, national or international trade union is suspended, shall, within 60 days after it has assumed supervision or control over the subordinate trade union, file with the Board a statement in the prescribed form, verified by the affidavit of its principal officers, setting out the terms under which supervision or control is to be exercised and it shall, upon the direction of the Board, file such additional information concerning such supervision and control as the Minister may from time to time require.

Duration of trusteeship

(2) Where a provincial, national or international trade union has assumed supervision or control over a subordinate trade union, such supervision or control shall not continue for more than 12 months from the date of such assumption, but such supervision or control may be continued for a further period of 12 months with the consent of the Board. 1995, c. 1, Sched. A, s. 89.

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Appendix 2
Constitutional provisions

16.9.1 Where evidence has been produced leading to a reasonable belief that any subsidiary organization: (a) is acting or planning to act contrary to this Constitution or to the principles and policies of the Union; or (b) is being led or substantially influenced by corrupt or criminal persons; or (c) is suffering from grossly incompetent or wilfully neglectful leadership; or (d) is unable to exercise its responsibilities under this Constitution because of its proportion of strikebreakers, the Board shall have the power to investigate the situation in any manner and by any person or committee it may duly authorize, provided, however, that the persons or bodies being investigated are notified of the Board's actions and are given a fair opportunity to present their cases.

16.9.2 Where investigation substantiates the original evidence, the Board shall have the authority, upon a two-thirds vote, to place the subsidiary organization in question under trusteeship. The period of trusteeship may not exceed six months without a review and renewal of the Board's decision by a similar two-thirds vote. The trusteeship may be exercised by any person authorized by the Board.

16.9.3 Where the President obtains evidence in accordance with Article 16.9.1 but believes investigative or corrective action is necessary before a Board meeting can be convened and an investigation completed, s/he shall have the authority to place the evidence before the Executive Committee which shall, in turn, have the authority to impose a trusteeship, solely on the basis of the evidence presented, for a period not to exceed thirty days. Where such action is taken by the Committee, the officers of the subsidiary body concerned shall be notified immediately.

16.9.4 The Board shall have the authority to confirm or rescind the action of the Executive Committee. If the imposition of the trusteeship is confirmed, the Board shall be obligated to establish a time limitation in accordance with Article 16.9.2. If the Board does not confirm the imposition of the trusteeship, the trustee shall be withdrawn and shall turn back to the body concerned all normal rights and duties under this Constitution. In any event, before the Board may act to confirm or annul the decision of the Executive Committee on the imposition of a trusteeship, it shall give at least seven days' notice to the body concerned of the time and place when the trusteeship question will be discussed. The persons or body concerned shall be given a reasonable opportunity to make representations at the said meeting of the Executive Board.

16.9.5 Whenever a trusteeship is imposed, the body placed under trusteeship shall have the right to have the matter placed on the Agenda of the next Convention, whether special or regular, of the Union.

16.9.6 A trustee shall have the full authority to conduct the affairs of the subsidiary organization, to receive or disburse its funds, and in general to carry out the duties which would otherwise devolve upon officers of the subsidiary organization, provided that disbursements of funds by the trustee shall be confined to the regular and necessary business of the organization and shall not be made for any other purpose; and provided further that the funds and other assets of the organization shall be and remain its property. The trustee shall also call meetings of the membership in the normal manner and keep them informed of the details concerning the trusteeship. The trustee shall be responsible to and shall regularly report to the Executive Committee.

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Appendix 3
Presidential Interpretation (Executive Board, Jan. 27-28, 1999)

A constitutional interpretation issue has been raised at the Officers, and also by a member of a MERC team. I have interpreted the Constitution as provided under Art. 17.3, and am informing the Executive Board of my interpretation.

I have been asked whether advocating decertification of the union, or advocating support for another union in the context of a representation vote, would constitute grounds for imposing trusteeship on a local.

Article 16 provides:

Trusteeship

16.9.1 *Where evidence has been produced leading to a reasonable belief that any subsidiary organization: (a) is acting or planning to act contrary to this Constitution or to the principles and policies of the Union; or (b) is being led or substantially influenced by corrupt or criminal persons; or (c) is suffering from grossly incompetent or wilfully neglectful leadership; or (d) is unable to exercise its responsibilities under this Constitution because of its proportion of strikebreakers, the Board shall have the power to investigate the situation in any manner and by any person or committee it may duly authorize, provided, however, that the persons or bodies being investigated are notified of the Board's actions and are given a fair opportunity to present their cases.*

16.9.2 *Where investigation substantiates the original evidence, the Board shall have the authority, upon a two-thirds vote, to place the subsidiary organization in question under trusteeship. The period of trusteeship may not exceed six months without a review and renewal of the Board's decision by a similar two-thirds vote. The trusteeship may be exercised by any person authorized by the Board.*

Three of the four criteria contained in the Constitution might apply to this situation:

- acting or planning to act contrary to the Constitution or to the principles and policies of the Union
- being led or substantially influenced by corrupt or criminal persons, or
- suffering from grossly incompetent or wilfully neglectful leadership.

Acting contrary to the Constitution or to the principles and policies of the Union

The principles of the union are set out in the Constitution, in Article 4 and elsewhere. The policies are elaborated in the policy manual.

Article 4 provides, among other things, that the aims and purposes of the union include:

(b) *To organize, sign to membership, and represent employees in Ontario;*

(c) *To advance the common interests, economic, social and political, of the*

Members and of all public employees, wherever possible, by all appropriate means;
These principles are a reflection of the most fundamental union principle of all: a union is, and should be an organization of all the workers, representing all the workers, and controlled by all the workers, and that it should be the exclusive bargaining agent for its members.

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In labour relations, decertifying members from the union means depriving them of the right to be represented by the union, leaving them without representation and without union rights in dealing with their employer. The Constitution lists this as one of the purposes of the union, but it is in first place on the list, and for very good reason. Morally, representing our members, all our members, is **the** purpose of the Union. Decertifying defeats that purpose completely.

Any attempt to weaken these principles by advocating decertification, or by promoting representation by another union, is therefore acting contrary to the Constitution, and would by itself constitute grounds for trusteeship.

Being led or substantially influenced by corrupt or criminal persons

Obviously, leaders who advocate decertification or support a raid are not “criminal” in the ordinary meaning of the word – it may be a crime against the union, and against their members, but it does not violate the Criminal Code of Canada. The question is, are they “corrupt?” Corruption is usually understood to involve misuse of funds, as, for example, in the buying and selling of political favours (influence peddling). Personal gain is often involved.

The Constitution again provides guidance with respect to subsidiary bodies such as locals and divisions, in Art. 29.10.1, which provides:

29.10.1 *All funds of Locals shall be used only for legitimate trade union purposes.*

Considering the purposes of the union already cited from Art. 4, it is clear that using the funds of a subsidiary organization to support decertification or promote representation by another union is not a legitimate trade union purpose. Any subsidiary body that does so is in violation of the Constitution, and any leader of a subsidiary body who does so is, in union terms, misusing the members’ funds for morally indefensible purposes. That is, they are corrupt.

Suffering from grossly incompetent or wilfully neglectful leadership

All local officers must swear an oath before taking office – the same oath that members-elect of the Executive Board must swear:

I, _____, promise that I will uphold and obey the Constitution and duly-authorized policies of the Ontario Public Service Employees Union, fulfil the obligations and responsibilities of my office to the best of my ability, and promptly deliver to my successor all monies, records, and other property of the Union in my possession at the close of my term in office.”

It is clear that the drafters of the Constitution, and the members who adopted it, thought that upholding the Constitution itself was the most fundamental duty of a union officer. To their minds, nothing was more important. I agree. If a union’s integrity as the exclusive bargaining agent for all its members is undermined, then that union’s ability to protect its members in bargaining, grievances, campaigns, lobbying, and in hundreds of other ways is also undermined.

This is what employers seek to do: our negotiators and staff reps frequently hear employers telling them that the union does not “really” speak for its members, that the employer knows better than we do what the members want, need, or will settle for. Think for example of the last OPS strike, where the government thought it knew what our members wanted and tried repeatedly to bargain with them

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directly, through government propaganda and the media. Fortunately our members were smarter than their employer – they understood the fundamental union principle at stake.

In this context, it is my conclusion that if the leadership of a subsidiary body supports decertification or promotes representation by another union, they are wilfully neglecting the most fundamental part of their duties, that is, to uphold and obey the Constitution and policies of the Union. This would also be grounds for trusteeship.

In summary, then, my interpretation of the Constitution is as follows:

1. A subsidiary body advocating decertification, or promoting representation by another union, is “acting or planning to act contrary to the Constitution,” and this would constitute grounds for trusteeship;
2. Using the funds of a subsidiary organization to support decertification or promote representation by another union is not a “legitimate trade union purpose.” Any subsidiary organization that does so is in violation of the Constitution, and any leader of a subsidiary body who does so is, in union terms, corrupt. These would constitute grounds for trusteeship.
3. If the leadership of a subsidiary body supports decertification or promotes representation by another union, they are wilfully neglecting the most fundamental part of their duties, that is, to uphold and obey the Constitution and policies of the Union. This would also be grounds for trusteeship.

(May 14, 2003 B, p.3)

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Section 16 - Meetings

16.1 - General

Accommodation Fund – Disabled Members

Any disability related costs, for example sign language interpretation, production of materials in alternative formats, etc., should be paid for from a central fund and not from the individual department's budget. An Accommodation Fund as a line item will be included in the annual OPSEU budget, beginning at \$25,000 to cover these costs; and this will be reviewed on an annual basis and adjusted accordingly.
(April 4-6, 2000 C, p.23)

Accommodation and Service - Disabled Members

OPSEU is committed to holding local meetings, educationals and conferences, including conventions, in locations (including headquarters and regional offices) that are physically accessible as determined by an on-site inspection; and

OPSEU will establish a central pool within the regions of members and/or staff who are able to "sign" (interpret) and who can be called upon to attend meetings, rallies, demonstrations, etc.
(September 10-11, 1997 B, p.17)

Attendance

Attendance at meetings is verified by reference to the register taken at meetings; therefore, it is important to register.
(August 21-22, 1980 B, p.13)

Attendance Form

A standard meeting attendance form will be produced, and the Chairpersons of all committees, or OPSEU staff members, will be informed of their responsibility to complete and submit attendance registers.
(September 25, 1981 B, p.9; November 4-5, 1987 B, p.14)

Attendance Registers

All staff involved with organizing OPSEU meetings will be made aware of the policies re attendance and attendance forms and the accounting department is authorized to hold processing member expense statements until a duly completed meeting register is submitted by the staff advisor, or the meeting chairperson.
(January 29-30, 1987 B, p.7-8)

Attestation of Delegate Status

With respect to the Attestation of credentials, two signatures are required on all delegate credentials.
(March 5-6, 2003 B, p.15)

Meetings – OPSEU Leadership and Equity Seeking Groups

The chairs of the equity seeking groups, PHRC, PWC and PYWC will meet once a year; and OPSEU's leadership, EBM's, MERC, Sector, Divisional chairs, PHRC, PWC and PYWC chairs, and representatives of the equity groups Rainbow Alliance, Aboriginal Circle, Disability Caucus and Francophone Caucus will meet at least once a year no later than the end of September of each year.
(October 24-25, 2001 B, p.3)

Section 16 - Meetings 16.1 - General

Meeting Place Telephone Number

All meeting notices and delegate sheets will contain the phone number of the meeting place.
(April 23-25, 1992 C, p. 48)

Sector Meetings

There will be biennial sector one-day meetings. Starting in 1999, the OPS Sector, CAAT(A), CAAT(S) and the BPS sector meetings will be held in alternating years.
(January 27-29, 1998 B, p.3)

Staff Role

All membership meetings shall be chaired by an elected OPSEU official who shall be responsible for the function, and any assigned staff will take instruction from the chair; and the Chair may be entrusted to staff for specific meeting segments such as elections.
(August 19, 1974 B, p.8; February 3-5, 1989 C)

Statutory Holidays

OPSEU Union meetings will not be held on statutory holidays. If a subsidiary body, i.e., CLC, NUPGE or OFL calls a meeting on a statutory holiday, members will attend with the understanding that they will be compensated at the straight time rate only, provided they were scheduled to work that holiday.
(March 6-7, 1986 B, p.11)

Web Conference

Committees not meeting with the Employer will hold two (2) of their annual meetings via web conference where possible.
(November 16-18, 2011 B, p9)

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Section 16 - Meetings 16.2 - Divisional Meetings

To Be Held in the Fall

All future OPS divisional meetings will be held in the fall of the appropriate year.
(June 12-14, 2001 B, p.15)

Attestation of Delegate Status

With respect to the Attestation of credentials, two signatures are required on all delegate credentials.
(March 5-6, 2003 B, p.15)

Delegates (EBMs)

Executive Board Members are assigned to attend as Delegates, with voice and vote, the Divisional Meeting or Sector Meeting of the bargaining unit to which they belong. The entitlement for Executive Board Members is over and above the local delegate entitlement to the meeting.
(May 14-15, 2003 B, p.10)

Delegates (LERC)

In the OPS the chair of the Local Employee Relations Committee shall be the automatic first delegate to the Division meeting from that local except where the LERC chair position is vacant, in which case the Local President shall be the automatic first delegate.
(October 19-21, 1993 B p.40)

Delegates (Ministry Negotiating Teams)

The members of the Ministry negotiating teams shall be automatic delegates to their own divisional meeting.
(November 19-20, 1983 B, p.20)

Notice of Meeting

Two months' time will be required between notice of a division meeting and convening this meeting.
(December 18-19, 1980 B, p.12)

Resolutions

It is the responsibility of the Division Chairperson to ensure that resolutions arising from Divisional meetings are dealt with appropriately.
(July 25-27, 1975 B, p.29)

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Section 16 -Meetings 16.3 - Executive Board Meetings

Agenda Books/Minutes: Forwarded Seven Days Prior to Meeting

Board agenda books will be forwarded to Executive Board Members seven days prior to the Board meeting.
(June 7-8, 1995 B p.20)

Agenda Books – Individual Reports

Individual reports prepared by officers to the Executive Board will be presented after the President's Report.
(June 25-26, 1997 B, p.4-5)

Agenda Books – Local Presidents

The First Vice-President/Treasurer will advertise to Local Presidents the availability of Executive Board meeting agenda books and establish a system of controlling written requests received from Local Presidents. The costs of mailing of such books will be monitored and, in the interim, such costs will be absorbed by Central Records.
(November 5-6, 1986 B, p.6)

Agenda Books - Observers

At least five copies, or more if required, of all relevant material to be discussed and debated by the Board will be available at Board meetings to observers.
(May 26-27, 1980 B, p.32)

Agenda Books – Retention of Copy

A corporate copy of each Executive Committee and each Executive Board meeting agenda book will be kept at head office in a manner such that they may be reviewed by the Executive Committee and Executive Board members upon request. Said agenda books will be maintained at head office for a period of ten years.
(January 24-25, 1985 B, p.24)

Agenda Books – Area Councils

Chairpersons of area councils will receive, upon written request, the minutes of Executive Committee meetings, and a copy of the applicable Board agenda book along with the Board minutes.
(April 12-13, 1983 B, p.8; amended August 25, 1983 B, p.14)

Agenda Items: Committee Reports

Each executive committee be listed on each Board meeting Agenda as a standing item and at each Board meeting, each executive board committee will provide a written report on its activities since the last meeting, to be included in the minutes.
(April 18, 2012 B, p.14)

A Report be made to the Executive Board from the Board Member elected as the liaison to each Provincial Equity Committee (Provincial Human Rights Committee, Provincial Young Workers Committee, Provincial Women's Committee) and such reports to be made a standing agenda item for Executive Board Meetings. Such reports should include: the activities and work of the committee, the issues facing the committee, and any potential problems facing the committee, etc.
(May 14-15, 2008 B, p.17)

Section 16 -Meetings 16.3 - Executive Board Meetings

Agenda Items: President's and First Vice-President's Reports to the Board

The agenda of items included in the First Vice-President's and the President's reports to the Executive Board shall include as a final item on their reports an item entitled: "Other Business".

(January 21-22, 1985 B, p.21)

Conference Call Policies and Practices

The OPSEU Constitution Article 16.5 is used to justify Board decisions by conference calls.

Due to the difficulty of informed and active debate on a conference call with over 20 participants, Executive Board conference calls should be to provide and obtain information only.

So that the call is beneficial and every caller has an opportunity to participate, the Chair should assume the same role that s/he has during a Board meeting. Every speaker must identify them self, have their name noted, and cannot speak again until every caller has had an opportunity to speak. If a speaker does not respect others' chance to speak, the Chair will ask them to disconnect.

The Chair must remain neutral, and should only provide factual information to the meeting.

Where an emergency decision is absolutely necessary, the following principles shall apply;

- Notice of the call will be communicated to every EBM at least 24 hours in advance. The notice can be by fax and/or by voice mail if personal contact is not possible.
- Motion(s) and background information shall be included with the notice. Every EBM shall provide the Board secretary with a standing fax number for this purpose.

EBMs shall have 24 hours to register their vote with the Board secretary. The Chair will designate a resource person who can answer questions on the issue.

(March 5-7, 1997 B, p.2)

E-Polls

The use of E-Polls will be conducted in the following manner:

- Prior to the President calling for any E-Poll vote the President shall schedule a conference call to discuss and debate the issue that gave rise to the need for the E-Poll.
- Notice of both the E-Poll and the conference call will be communicated to every EBM at least 24 hours in advance of the conference call. The notice may be by fax, e-mail and/or by voice mail if personal contact is not possible.
- The notice of the E-Poll and the conference call will contain the date and time of the conference call, the motion(s) that will be voted on by E-poll and sufficient background information.
- The conference call will be conducted as per Article 16.3-3 of the Policy Manual.
- The President shall not proceed to an E-Poll vote if the conference call does not have a quorum of the Executive Board members as per Article 16.6 of the Constitution.

Section 16 -Meetings 16.3 - Executive Board Meetings

- Executive Board Members must ‘register’ their votes through the use of electronic mail within 24hrs of the conclusion of the conference call.
- Executive Board Members will register their vote with the Corporate Secretary and copy the full Executive Board. If an Executive Board Member is unable to vote electronically due to technical difficulties their vote may be registered directly with the Corporate Secretary and followed up by written confirmation as soon as may be practical.
- Once votes have been received, the Corporate Secretary will announce via electronic mail, the vote results in roll-call format to the Executive Board.
- As per Article 16.5 of the Constitution: “Any decision so taken shall be placed on the agenda of the next Executive Board meeting and confirmation of the decision shall be necessary by roll-call vote on an appropriate and precise resolution.”
(June 17-18, 2009 B, p.6)

Meetings: Frequency

The Board meeting start time on the 2nd day will be 9:00 am.
(October 17-18, 2007 B, p.8)

Board meetings will be reduced to eight per year.
(November 1-3, 1985 C)

The Board Meeting will start at 9:30 a.m. and lunch will be an hour.
(June 25-26, 1997 B, p.15)

Meetings: Observers

Board Members will be given the opportunity at the beginning of each session of the Board to introduce any observers but this will not be recorded in Board Minutes.
(May 1968 B)

Meetings: Out-of-Toronto (qualified by following policy)

The Executive Board will meet outside of Toronto twice each year. The Executive Board, based on available information such as invitations from locals, will determine the sequence of regions and the Board Members from that region will determine the actual site of the Board meeting.

The evening prior to such meetings there will be a forum at which LEC members can make presentations or statements.

No travel or accommodation costs will be paid to bring members to observe Board meetings or to attend pre-meeting forums. All out-of-town Board meetings will be reviewed by the Internal Board of Economy.
(January 24-25, 1985 B, p.16)

Section 16 -Meetings 16.3 - Executive Board Meetings

Meetings: Out-of-Toronto – Qualification

There will be no Board meetings held outside of Toronto as long as the deficit exists in the General Fund.
(November 1-3, 1985 C)

Meetings: Recorded Votes

All motions other than those that are in regards to elections or awards, will have votes recorded at both the Executive Committee Meetings and Executive Board Meetings.
(May 18-19, 2011 B, pg.30)

Meetings: Roll Call

A roll call of the Board will be taken each day immediately prior to recess or adjournment of each regularly constituted Board Meeting.
(April 23, 1974 B, p.8)

The Secretary will call the roll at the beginning of the morning session and the beginning of the afternoon session of each day the Board is in session.
(November 15, 1973 B, p.7)

Meetings: Scheduled Days Off

When Executive Board Members have Executive Board and/or Executive Committee Meetings on a scheduled or regular day off they will be compensated a presidential assignment (PA) day in lieu.
(May 23, 1997 B, p.14)

Meetings: Staff Attendance

The Executive Board welcomes the advice and views of the appointed staff. This advice and these views, however, must be communicated through the office of the President, or during the informal meetings regularly held between staff and regional Executive Board members.

To ensure that staff do not come under pressure to become involved in the political process, the Executive Board states that it is improper for staff to attend Executive Board meetings unless specifically requested to do so by the President.
(April 14-15, 1980 B, p.5)

Minutes: Approval

At each scheduled Board Meeting the previous minutes of the last Executive Board Meeting will be approved.

The aforementioned minutes are to be forwarded to all Locals no later than 10 working days prior to the next scheduled Executive Board Meeting.
(September 15-16, 1999, B, p.14)

Section 16 -Meetings 16.3 - Executive Board Meetings

Minutes: Microfilm

A control system has been set up for the Board Minutes. Two sets of microfilm have been prepared, one set to be held at Head Office and the other held in the vault of the Preston Microfilming Co., Queen Street East, Toronto, Ontario.

(September 10-11, 1986 B, p.4)

Minutes: Synopsis

A synopsis of each Officers and Executive Board meeting will be distributed within one week of the meeting to Executive Board and staff.

(March 10-11, 2004 B, p.30)

A Synopsis of the OPSEU Executive Committee Meeting be prepared and send to all OPSEU Executive Board members within one week.

(November 9-10, 2004 C, p.14)

Presentations to the Board

Members making presentations to the Board will go through the following process prior to a formal presentation:

- a) Notice must be served to the Regional Vice-President who is responsible for the region to which the member(s) belongs to and a meeting held to hear the presentation; this meeting will be chaired by the RVP or his/her designate.

In the event that the presentation is a complaint against the RVP, the RVP should designate another EBM as chair.

- b) If there is no resolution, the presentation will be forwarded, by the member, to the next meeting of the Executive Committee with at least ten days notice.
- c) If there is no resolution, the presentation will be forwarded, by the member, to the next meeting of the Executive Board with at least ten days notice. The member will be invited to attend.
- d) Committees wishing to make a presentation to the Executive Board, will forward their written presentation, to the President's office, at least ten days prior to the next scheduled meeting of the Executive Board.

Presentations to the Executive Board are to be put on the agenda of the Executive Board Meeting.

There are to be no more than two presentations per meeting, and each presentation, including questions from the EBMs, is to take no longer than 30 minutes. Presentations will be scheduled in order of their arrival to the President's office.

Expenses of Members Making Presentations

The central Union will pay the expenses of members making presentations to the Executive Committee and Executive Board only when those members are challenging a decision of their Local and hence cannot be

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assumed to be assisted financially by their Local; provided that any Local wishing to sponsor a presentation but having financial difficulty in doing so may seek help from head office under the Board's policy relating to "special assistance" or by requesting an advance on the Local's next rebate.

Committees wishing to make a presentation to the Executive Board will be responsible for all costs from their committee budget lines.

(December 10-11, 1981 B, p.7; September 20-21, 2006 B, p.7)

Typewritten Presentations

Presentations to the Executive Committee and Board are to be submitted by the member in typed form.

(June 15-17, 1993 B, p.67)

Report of the President

The President shall issue a written report to the Board at every Board meeting on his/her presidential activities.

(March 12, 1973, B)

Presidential committees (shall be) set up solely by the President to act as Advisory Committees and consisting of such staff and/or OPSEU members as s/he see fit.

The findings and/or recommendations of such Advisory Committees shall form part of the President's report to the Executive Board.

(July 26-28, 1978 B, p.28)

Rules of Order and Procedure

Attendance and Voting

- A.1 The dates of regular meetings of the Executive Board for the ensuing year shall be decided by majority vote of the Board Members not later than the start of the year.
- A.2 It shall be the duty of each member to attend all duly called meetings of the Board unless her/his absence is justified, by prior notice, for reasons acceptable to the President.
- A.3 If any member desires to leave a meeting of the board prior to adjournment and not return thereto, s/he shall so advise the chairperson, who shall advise the Board, and her/his time of departure shall be recorded in the minutes.
- A.4 The required members for quorum and majority shall be two-thirds of members of the Board in office.
- A.5 The President shall act as chairperson of all meetings of the Executive Board and in her/his absence the order of precedence of Vice-Presidents shall apply.
- A.6 In the absence of the President and all Vice Presidents, the Corporate Secretary shall call the meeting to order and a pro-tem chairperson shall immediately be elected from the Board members present.

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- A.7 If at any time, the chairperson should desire to take part in the debate on any question before the Board, s/he shall vacate his/her seat as chairperson and call the next ranking Vice-President to act in his/her stead until s/he resumes the chair following disposition of the question.
- A.8 The agenda for meetings shall be general in scope to provide for all areas of the OPSEU operation and to allow for any matter, properly before the Board, to have due consideration, and said agenda shall be adopted at the commencement of each meeting.
- A.9a Every member present when a question is put, shall vote thereon unless s/he has given prior notice of a potential conflict of interest and it has been duly recorded. Any member who abstains from voting shall not have his/her vote recorded.
- A.9b When you declare a conflict of interest you must leave the room. (October 26-27, 2000 B, p.3)
- A.10 A recorded roll call vote shall be taken upon the request of five members prior to the commencement of the vote.
- A.11 A secret ballot vote shall be taken upon the request of the majority of the members present, prior to the commencement of the vote. A request for a secret ballot vote shall take priority over a request for a roll call vote. A request for a secret ballot vote shall be decided by a show of hands, and is not debatable.
- A.12 In the event of a tie vote, the chairperson shall then cast the deciding ballot.
- A.13 Any report or part thereof of the Executive Committee, or any other Board committee, shall be in the form of a recommendation and adoption shall be moved by the person presenting the report.
- A.14 Committee recommendations, properly before the Board by motion to adopt, may be amended by the Board.

Debate and Conduct

- B.1 All proceedings of the Executive Board, or its committees not specifically provided for herein shall be dealt with in accordance with Parliamentary Procedure, reference to be Robert's Rules of Order, newly revised.
- B.2 At each meeting prior to the adoption of the agenda, the chairperson shall appoint a member of the Board to be the person responsible for taking the list of names of those who wish to speak and keeping time.
- B.3 When the Chair has been challenged and a seconder obtained, the challenger shall state their rationale after the chairperson states the reasons for her/his ruling. Immediately without further debate, the question shall be put, simple majority to prevail. No further appeal allowed on that ruling.
- B.4 No member shall speak in debate until being recognized by the Chair.
- B.5 No cross debate will be allowed.

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- B.6a No member shall speak disrespectfully, or abusively in debate. Personal comments by individual Board Members will not be recorded in Board minutes.
(June 4-5, 1982 B, p.46)
- B.6b All members of the Executive Board shall have the right to vote and to speak freely with no restrictions at the Executive Board.
(February 23-24, 1979 B, p.17)
- B.7 A member shall speak only on the question in debate and shall not speak twice until all who wish to speak have spoken once.
- B.8 No member shall criticize any vote of the Board (except when moving reconsideration) unless s/he has stated her/his intention of submitting a minority report on that specific matter immediately after the vote.
- B.9a No member shall disobey the rules of the Board, the decision of the Chairperson and/or the Board except as allowed by those self-same rules.
- B.9b Members of the Board not complying with item 9.a, may upon order from the Chair and shall upon a majority vote of the assembled Board, be directed to leave their seat for the balance of that day's session, or for a shorter period as may be directed by the Board.
- B.9c An apology given by the offender and accepted by the Board shall rescind this penalty.
- B.10 By rising on a point of privilege, a member may speak more than once in debate to explain a material part of her/his speech which may have been misunderstood.
- B.11 No member may speak on a motion or question for a period in excess of three minutes.
- B.12.a Every amendment to a motion shall be decided upon or withdrawn before voting on the main question.
- B.12.b Only one amendment shall be allowed to an amendment.
- B.12.c All amendments to motions, where allowed, must be strictly relevant to the motion under discussion and shall not change the intent of the original motion.
- B.12.d When a question is under debate, no motion shall be allowed except for the following which are listed in order of precedence:
1. To put the previous question (also known as closure).
Note: Stops all action until voted on. (not debatable or amendable - 2/3rds majority) requires a seconder.
 2. To adjourn (to a definite date and time) (not debatable or amendable - requires a 2/3rds majority if an adjournment time has been previously specified).
 3. To postpone (an item) to a definite date.
(debatable and amendable - simple majority).

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- 4. To postpone indefinitely (not debatable or amendable - 2/3rds majority). This motion is sometimes referred to as "tabling".
 - 5. To refer (debatable - amendable - simple majority)
 - 6. To amend (debatable - amendable - simple majority)
Note: subject to some obvious limitations.
- B.13 No motion to adjourn, postpone, or otherwise delay proceedings may be repeated until there has been an intervening proceeding, or until fifteen minutes has passed, whichever occurs first.
- B.14 No member who has spoken on a question may, before all other members who wish to speak have spoken once, move referral, closure, or any other motion that would have the effect of denying or limiting the rights of others to speak on the question.
- B.15 A motion to move to the next order of business shall require a 2/3rds majority vote.

Committee of the Whole

- C.1 When duly moved and carried that the Board go into "Committee of the Whole", the Board shall elect a member of the Board to act as Chairperson and to subsequently report the proceedings upon reconvening.
- C.2 The rules of debate and conduct shall prevail in "Committee of the Whole" save and except:
- a) Recommendations do not require a seconder.
 - b) The number of times allowed a member to speak on any question shall not be limited.
 - c) Motion to adjourn is not allowed.
 - d) Motion for closure is not allowed.
 - e) Names of members shall not be recorded when voting.
 - f) A motion that "no action be taken" shall always be in order and shall take precedence over any other motion and is not debatable.
 - g) On an affirmative vote that "no action be taken" the original question shall be considered as having been decided in the negative.
 - h) A motion to "rise and report" shall be decided without a debate.
 - i) If a disorder shall arise which the committee chairperson cannot control, the Board chairperson shall immediately resume the chair without any question being put and the Board will be deemed to be back in session.

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Reconsideration

- D.1 Reconsideration of decisions taken during the lifetime of the present Board shall require a 2/3rds majority and therefore, require a reconsideration motion to be approved before reconsideration.
- D.2 After any question has been decided only a member who voted thereon in the majority may at the same meeting, or a subsequent meeting move for reconsideration.
- D.3 The mover of a motion to reconsider shall, prior to asking for a seconder, make a brief and concise statement of the reasons which s/he believes justify such reconsideration without in any way debating the content of the matter.
- D.4 A motion to reconsider is debatable only if the original motion to which it refers was debatable.
- D.5 Resolutions passed shall not be reintroduced by a Board Member not present at the time the resolution was decided.
- D.6 There is no limit to the number of times a motion can be reconsidered.

Adjournment

- E.1 Meetings of the Executive Board shall automatically recess at 1700 hours except on the final day, the hour of automatic adjournment shall be 1630 hours.
- E.2 The Executive Board, by a recorded two-thirds majority, shall have the authority to alter meeting times in E.1 and/or the number of meeting days.

Suspension and Alteration to Rules of Order

- F.1 Any rule of order and procedure, except article E, can be temporarily suspended by a recorded roll call, two thirds majority vote of the Board Members present. The suspension will remain in effect for that day only, unless lifted by motion.
- F.2 Motions for amending, rescinding, additions to, or deletions from these Rules of Order and Procedure shall require a vote of two-thirds of the Board Members in office and entitled to vote.

It is the right and duty of every member to rise and bring to the attention of the Chair any departure from these Rules of Order and Procedure.

Order of Business

- G.1 The Order of Business at a regular meeting shall be:
 - 1. Call to order
 - 2. Adoption of agenda
 - 3. Minutes of previous meeting
 - 4. Business arising
 - 5. Treasurer's report
 - 6. President's report
 - 7. Committee reports
 - 8. Elections

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- 9. Unfinished business
- 10. New business
- 11. Adjournment

Note: All reports will deal with actions taken, or proposed, plus any referrals to the sponsor. No new business will be entertained until all unfinished business is dealt with. Motions which propose new initiatives must be entered under the new business section. The order of new business will correspond to the order received by the Board Secretary.

Question Period

H.1 When no motion is on the floor, and the chair announces a question and answer period is in order, the following procedure shall apply:

- 1. Only one question per speaker will be allowed, although the question may be restated once if the questioner feels the answer was unclear.
- 2. Speakers who wish another question shall ask to be placed on the list again.
- 3. A motion to move on to the next order of business is in order at any time, and requires a two-thirds majority.

Point of Order

Whenever a member believes that the Chair has made a mistake or a wrong decision, or observes a violation of the Rules of Order and Procedure, the member may rise on a point of order.

The member speaking when a point of order is raised, must relinquish the floor until the point of order has been decided.

A point of order cannot be raised while another point of order is being decided.

All points of order shall be decided by the chairperson.

Point of Privilege

The wilful disregard of any person, or the lawful authority of the organization, or personal discomfort, desire to be excused, etc.

Point of Information

Seeking information; to be used only when requesting information of the previous speaker and the point of information may not interrupt the speaker who has the floor.

To seek clarification on a particular section of a member's speech, or presentation not fully understood by one's self.

All requests for information are addressed to the Chair even though aimed at another member.

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All answers to questions are addressed to the Chair. Direct controversies between members are an affront to the dignity of the assembly. A member rising too often should not be given recognition by the Chair.

Duties of the Chairperson

The Chairperson shall preserve order and decorum and decide points of order without debate, subject only to an appeal (challenge of the Chair) to the meeting (the assembled Board).

The Chairperson shall call to order and maintain order and decorum, read or cause to be read motions to be formally debated, decide questions of order and procedure, submit proposals and motions for final decision of the assembly by show of hands, poll, or ballot and finally adjourn the meeting when business is concluded.

Recess vs Adjourn

A multi-day meeting is recessed at the end of each day's session and is adjourned at the end of the last day's session.

(October 1975, July 1978, Sept. 1979, Aug.1980, April 1981, June 1994 B)

Three Consecutive Speakers

If three consecutive speakers speak on the same side of the issue being debated, the chairperson will stop the debate and determine if there is anyone on the speakers' list wishing to speak to the opposing view, or to make an amendment. If someone does, then debate shall continue. If not, the chairperson will call the question.

(June 7-8, 1995 B p.19)

Corporations Act, Rules of Order, Training

The next printing of the Rules of Order for the Executive Board meetings will include a reference to the Corporations Act and its Regulations that govern the authority and jurisdiction of the Board. Each new Board Member after being sworn in will be issued a copy of the Corporations Act (Regulations) as part of the Executive Board Kit. There will be a formal training session of three to four hours for new Board Members.

(April 10-11, 1991, B p.65)

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Regional Meetings (Election Year)

Attestation of Delegate Status

Local Executive Committees will be required to submit the minutes of the meeting at which they or their Locals elected delegates for regional meetings and Convention with their credentials.

(September 19-20, 2012 B, p.24)

With respect to the Attestation of credentials two signatures are required on all delegate credentials.

(March 5-6, 2003 B, p.15)

Agenda: Minute of Silence

Every regional meeting and convention will hold a minute of silence for the loss of our dear brothers, sisters, friends, and family. This will be the first order of business after the Statement of Respect.

(April 21, 2009 B, p.11)

Elections: Nomination and Election Procedures at Regional Meetings

Meetings will commence at 9 a.m., registration from 8 a.m. to 9 a.m., and where it is felt necessary (because of the large number of delegates) registration may be conducted in the hotels the previous evening.

Staff will be available at head office throughout the day to answer questions by telephone concerning each meeting, its handling, its content, interpretation and adjudication.

Each Staff Representative assigned to chair elections shall phone Head Office prior to the commencement of the meetings, and supply the telephone number at the meeting location that may be used for contact if necessary. Phone Head Office during the luncheon break and give a progress report on the election process. Also, s/he will field any questions which may have arisen during the morning, but were not of such significance as to require a special phone call.

The switchboard will be open to receive WATS line calls as well as others from 8:30 a.m. to 5 p.m. Staff will also be available at head office on the day of the election with support documentation of delegate entitlement, valid nominations received in advance, full membership lists and secretarial instructions.

Elections: General Instructions

The Regional Vice-President will call the meeting to order, open the meeting, and advise the delegates of the purposes of the meeting, which are as follows:

- A) The nomination and election of three (3) members to the Executive Board (Article 14.6.1 of the Constitution). After the election of the three (3) Board Members, the following elections will take place:
 - (a) One in which the delegates will nominate and elect from among the three (3) elected Board Members a Regional Vice-President (Article 14.6.1);

The nomination and election, from among the remaining Board Members, of an alternate Regional Vice-President (Article 14.6.1);

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- (b) The nomination and election of one (1) member and one (1) alternate to serve on each of the following Convention Committees: Resolutions, Constitutional, and Credentials (Article 13.9.2);

Starting at the 2017 Regional Meeting, separate elections be held for the Member and Alternate Member to the Provincial Young Workers Committee, Provincial Women's Committee, Provincial Human Rights Committee; Provincial Francophone Committee.

(December 16-17, 2015 B, pg.28)

- (c) The nomination and election of one (1) delegate and one (1) alternate to the Provincial Women's Committee (Article 19.1). The nomination policy is the same as for Executive Board Members.
 - (d) The nomination and election of one (1) delegate and one (1) alternate to the Provincial Human Rights Committee (Article 19.2). The nomination policy is the same as for Executive Board Members.
 - (e) The nomination and election of one (1) delegate and one (1) alternate to the Provincial Young Workers Committee (Article 19.3). The nomination policy is the same as for Executive Board Members.
 - (f) The nomination and election of one (1) delegate and one (1) alternate to the Provincial Francophone Committee (Article 19.4). The nomination policy is the same as for Executive Board Members.
 - (g) The nomination and election of ten (10) delegates and ten (10) alternates to the next Canadian Labour Congress Convention;
 - (h) The nomination and election of six (6) delegates and six (6) alternates to the next National Union of Public and General Employees Convention;
 - (i) The nomination and election of fourteen (14) delegates and (14) alternates to the next Ontario Federation of Labour Convention.
- B) Plenary sessions will be included in the agenda of Regional meetings.
(Convention 1993, p.40)
- C) Alternates will be elected in a separate election.
(April 10-11, 1991 B, p.60)

The meeting will be chaired by a staff member during the election process.

The delegates are to be advised that speeches by candidates will be limited to the length of time determined by the delegates at the meeting. The length of the question and answer period, if any, is again to be determined by the delegates.

Ballots are not to be distributed until the staff member is in the chair, the doors are tiled, the election process has commenced, and the voting delegates are seated.

Elections: Checklist for Chairperson

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Before the meeting, you should have from Head Office:

- A full membership list for the Region in S.I.N. order;
- A list of all locals and their officers in your Region;
- A list showing the number of delegates each Local is entitled to send (which is based on membership as of the last day of the month prior to the issuance of the Convention Call);
- A list order of members nominated for the Executive Board, and of any whose nominations were not in order;
- A supply of coloured ballots;
- Tally sheets, large envelopes, pencils and forms for the Chairperson to report the results to the President and the Executive Assistant.

Before the meeting you should also:

- Prepare attendance sheets for delegates to sign showing Local number;
- Have a blackboard and chalk, or flip chart and crayons on which candidates' names can be displayed;
- Line up a sufficient number of people to control access to the meeting room, to do the registration, and to issue name tags (different colours for delegates and observers);
- Line up at least two (2) Deputy Returning Officers to distribute, collect and count ballots;
- Line up an assistant to help you record the nominations from the floor properly, and to time speeches;
- Provide some space or means for delegates to mark their ballots without being observed by others;
- Arrange seating so as to segregate observers and alternates from the voting delegates on the floor;
- Have at least two lockable ballot boxes;
- Have a copy of Robert's Rules of Order on hand;

Before the meeting you should also:

- Arrange for a separate room or area in which to count the ballots. This area or room should be large enough to accommodate the Deputy Returning Officers and Scrutineers;
- Have copies of the Constitution.

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For the Guidance of Chairperson and Assisting Staff:

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Elections: Security Arrangements

Make certain that only delegates;

- whose credentials have been received pursuant to Section 13.2.1 of the Constitution; or
- delegates who may be Executive Board Members from the Region, or
- a member of a Convention Committee from the Region, or
- a member of the Executive Committee of the Retired Members' Division from the Region; are given delegates' badges.

A list of delegates who have returned the duplicates of their credentials should be on hand. Some persons may arrive with both their original and duplicate credentials with the intention of presenting them at the meeting. Before granting them delegate status, the credentials should be verified (check the two Local signing officers against the list of Local Officers supplied by Head Office) and approved.

Elections: Nominations

A person can be nominated in one of three ways (see Section 14.5 of the Constitution).

1. A member who is not a delegate can be nominated only in advance and a list of those whose names have been properly submitted will be provided by Head Office. A non-delegate cannot be nominated at the meeting.
2. A delegate can hand in a nomination paper at the meeting, or provide it to Head Office in advance of the meeting. A form has been provided but a nomination is not invalid if it is made on some other acceptable form.

A nomination in writing, handed in at the meeting, must be verified to the extent of ascertaining that it was signed by both nominator and nominee who are on the list of delegates for the meeting. Written nominations received at the meeting should be initialled by the chairperson and a note made of the time received. If a written nomination has been handed in before the meeting, Head Office will have already checked the validity of the nomination and will provide a list of nominations received.

3. A delegate can be nominated from the floor. No seconder is required. The person will be asked whether s/he wishes to stand (See Order of Nomination below).

Elections: Possible Errors

Head Office will have checked the list of those nominated in advance. Note that no one may be nominated prior to the Convention Call being issued (Article 14.5.3 of the Constitution). If a nomination is rejected (because it is not signed by a delegate or because of any other error), the Chairperson must point out the error and announce that the nomination has been rejected in order that it may be rectified by nomination from the floor.

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Elections: Order of Nomination

Those nominations received by the Corporate Secretary seven (7) calendar days prior to the regional meeting shall be drawn as the first order of business on the day of the regional meeting to determine the speaker order.

The Chairperson will then give an opportunity for renomination of any whose advance nominations have been rejected by reason of error, and persons nominated at this time will be placed at the end of the list compiled by Head Office.

The Chairperson will then add verified written nominations, received just prior to the opening of the meeting, and will place those in chronological order at the end of the list referred to above. The Chairperson will then call for nominations from the floor and place the names of the nominees at the end of the list in the order the nominations are made.

Note: In the case of nominations from the floor, and only for these, the Chairperson will, after calling three (3) times for further nominations, declare nominations closed, read the names of those nominated from the floor in the order in which they were nominated, and then read the same list in reverse order, asking each person in turn whether s/he accepts or declines the nomination.

There should now be a complete list of nominations with each nominee having accepted in the prescribed manner, in the following order:

1. Non-delegates and delegates who were nominated in advance;
2. Delegates nominated in writing at the meeting;
3. Delegates nominated orally at the meeting.

At this point the Chairperson should ask if anyone is challenging the validity of any of the nominations. If there are no objections or challenges, then the Chairperson should proceed to the matter of speeches by nominees.

Elections: Speeches

Nominees from the floor shall speak first, in the reverse order of their nomination. The next candidates to speak shall be those whose written nominations were handed in at or just prior to the meeting; they shall speak in reverse order of receipt of their nominations. The last to speak shall be those candidates whose nominations were received by the Corporate Secretary; they shall speak in the order determined by the draw that took place at the opening of the meeting.

Elections: Returning Officers and Scrutineers

When the speeches are completed, the Chairperson should announce that for the purposes of resolving any technical disputes in the voting s/he will be acting as the Returning Officer. S/he should then announce the name of the persons (staff members) who have been assigned as Deputy Returning Officers for purposes of distributing, collecting, counting and recording the ballots. The Chairperson should then ask each candidate if s/he wishes to name a scrutineer. Only one scrutineer per candidate will be allowed and any union member present, including observers and alternates, except for a candidate, may be a scrutineer. Staff may not serve as scrutineers. The Chairperson should point out that scrutineers have the right to see each ballot as it is counted, but not to handle it. They also have the right to have objections to any ballot registered in writing on the back of the ballot and noted on the tally sheet by the Deputy Returning Officer.

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(The form should be: "Objection to counting/not counting this ballot made by: _____, Scrutineer for _____ Deputy Returning Officer's signature".)

Scrutineers have the right to keep a record of the count, but should be cautioned not to reveal their knowledge or show the count until the result of the particular vote has been announced by the Chairperson.

Elections: Voting Procedures

Each voting delegate should now be provided with a ballot.

When the first round of voting is to begin, the Chairperson should remind the delegates of the following:

Three Executive Board members are to be elected.

A delegate may vote for one, two, or three candidates on the first ballot and, similarly, on subsequent ballots for any number up to the maximum number still to be elected.

To win, a candidate must obtain a clear majority, which means more than 50% of the valid ballots cast.

A ballot is invalid if it has marked on it more names than there are positions to be filled, names of persons not properly nominated, no names, or any distinguishing or distinctive mark which, in the opinion of the Chairperson who is also the Returning Officer, is or could be intended to identify the voter.

Regardless of any objection of a Scrutineer, the Chairperson's decision on a disputed ballot will be final for the purposes of the meeting and appeal would be to the President of the Union within 30 days of the meeting.

No delegate should mark any ballot until advised by the Chairperson.

The Chairperson will instruct the delegates to write legibly or print the names of the candidates of their choice on the ballot. Surnames only are required unless there are two or more candidates with the same surname. Correct spelling of names is desirable but not essential.

After all the ballots have been deposited in the ballot boxes, the Deputy Returning Officers should then retire, with the scrutineers, to a separate room to count the ballots. The results will be entered on tally sheets and signed by at least one Deputy Returning Officer and one or more scrutineers.

The Deputy Returning Officers' tally sheets will be handed to the Chairperson and s/he will immediately announce the results, giving the total number of valid ballots cast, the number of votes required for a candidate to be elected and then the number of votes obtained by each candidate. The Returning Officer (Chairperson) will then sign the tally sheets and place them along with the ballots in a sealed envelope, which will be under his/her control at all times during the meeting.

The Chairperson shall conduct a second ballot if:

- a) three candidates have not obtained majorities; or
- b) more than three candidates have obtained majorities but a tie vote prevents the three with the most votes from being declared elected.

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Elected candidates, if any, and the candidate receiving the fewest votes, will automatically be eliminated from the second ballot. In addition, the Chairperson should allow any other candidate to withdraw voluntarily without, however, giving any withdrawing candidate an opportunity to make a speech.

Article 14.6.2 of the Constitution requires that "the candidate who received the fewest votes, and any other candidate who voluntarily withdraws, will be eliminated" from the next ballot, even if it causes the number of remaining candidates to be the same as the number of remaining positions. In that situation since the remaining candidates are unopposed, the requirement to obtain a majority can be satisfied by one delegate casting a single vote for each such candidate.

There are two exceptions to the elimination of the lowest candidate:

1. If two or more candidates are tied for the lowest votes, both or all of them will be eliminated unless this would result in fewer candidates than positions to be filled. If such would be the case, all such tied candidates will remain eligible for the next ballot.
2. The candidate receiving the lowest vote will not be eliminated from the ballot if this would result in fewer candidates than the positions to be filled.

When distributing the ballot that will be used for the next round, the Chairperson should state clearly the number of positions to be filled and, therefore, the maximum number of names that may be validly written on the ballot paper.

The routine regarding showing empty boxes, collecting, counting, reporting results, and run-off ballots should then be repeated until the election of three (3) Executive Board Members has been completed.

Elections: Election of Regional Vice-President and Alternate

After the election of the three Executive Board Members, the election of the Regional Vice-President should take place (see Article 14.6.1 of the Constitution).

The Chairperson should call for nominations from among the three Executive Board Members-Elect, allow time for the nominees to speak if this is the wish of the delegates, then proceed with the elections. Same procedure as before (that is, the candidate must obtain a majority, which is more than 50% of the valid ballots cast). If only one EBM is nominated, a delegate should cast a single vote for him/her, thus satisfying the majority requirement.

In the event of a tie vote for Regional Vice-President, a tie-breaking vote shall take place among the candidates involved in the tie.

After the Regional Vice-President has been elected, a similar election, following the same rules, should take place among the remaining two (2) Board Members-elect to determine who will be the alternate Regional Vice-President.

The sealed envelopes containing the ballots and tally sheets from the above elections should then be sealed in a large envelope and returned by courier to Head Office, where they will be kept secure and sealed for a period of at least thirty (30) days after the Regional Elections, unless the results are challenged.

Section 16 - Meetings 16.4 - Regional Meetings (Election Year)

The Chairperson should, when the elections are over, diplomatically remind the delegates and Board Members-Elect that the latter do not assume office until the adjournment of the Annual Convention.

Elections: Election of Members and Alternates to serve on each of the following convention committees: Resolutions, Constitutional, Credentials.

After all of the Executive Board Members, the Regional Vice President and the Alternate Regional Vice-President have been elected, the Chairperson should then proceed with the elections of the members and alternates to serve on the above-named committees at the two conventions following the upcoming convention. These members require only a plurality to win, and any member may be a candidate, provided his/her candidacy is vouched for either personally or by a signed letter of acceptance.

Because of the large number of elections taking place at these meetings, it has been decided that where there is more than one candidate for the position of member of a Convention committee, the runner-up in order of election ranking will automatically become the alternate, thus avoiding a further election. In the event of a tie for an alternate position, the ranking of tied alternates will be decided by lot. If there is only one candidate for committee member, nominations will have to be called for the alternate, with an election if there is more than one candidate.

The candidates shall be elected by secret ballot. The names, local numbers addresses and telephone numbers (business and home) of those committee members elected must be phoned in to Head Office, immediately following the elections.

Elections: Remaining Elections

The remaining elections to be conducted are those listed under General Instructions. Any member may be a candidate, provided his/her candidacy is vouched for either personally or by a signed letter of acceptance. Candidates shall be elected by secret ballot, and require only a plurality to win. In choosing the alternate, the same rule applies as is stated above under Convention Committees. The names, Local numbers, addresses and telephone numbers (business and home) of those delegates and alternates must be phoned in to Head Office, as soon as possible following the elections, followed by a written copy of those delegates' and alternates' names and addresses.

(March 5, 1982 B, p.8-9; April 12-13, 1983 B, p.14-15; June 9-12, 1982 C, p.11 and p.67;
May 23-24, 1985 B, p.9; February 3-5, 1989 C)

Elections: PFC/PHRC/PWC/PYC Nominations

The nomination policy is the same as for Executive Board Members.
(September 10-11, 1997 B, p.18)

Elections: Labelling Service To Contact Delegates

Declared candidates for the offices of president and vice-president shall be allowed by Head Office one set of labels to contact delegates and the cost to be borne by the candidates.
(May 25-26, 1978 B, p.31)

Section 16 - Meetings 16.4 - Regional Meetings (Election Year)

Elections: List of Convention Delegates

Declared candidates for the offices of president and vice-president, following the election of regional executive board members, will be given a list of the names and addresses of registered delegates to the convention.

(October 31, 1984 B, p.4)

Elections: List of Regional Delegates and Alternates

The list of regional delegates and alternates, for his/her own region, will be made available to any member nominated to the Board, Provincial Francophone Committee, the Provincial Human Rights Committee, the Provincial Women's Committee and the Provincial Young Workers Committee.

(April 23-25, 1976 B, p.3; March 7-8, 2007 B, p.37)

Elections: Nominations for the Executive Board

The list of nominations for the Executive Board will be made available to the Board and to all nominees to the Board.

(April 23-25, 1976 B, p.3)

Regional Meetings: Alternates Assignments

Alternates that are attending the OPSEU Convention shall be assigned to cover as many duties as possible at regional meetings and at the OPSEU Convention.

(October 23-24, 1996 B, p. 31)

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Section 16 - Meetings 16.5 - Regional Meetings (Non-Election)
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Regional Meetings (Non-Election)

1. In any Region there shall be a maximum of one regional meeting per year at the Union's expense. The meeting may not last more than one day. Any additional meetings will be held at the expense of those calling the meeting. Also, this does not include regional election meetings or regional meetings called by the Union in connection with negotiating procedures.
 2. Delegates and alternates will be the same in terms of numbers and qualifications as laid down in Article 13 of the Constitution, but it is not to be assumed that the same people elected to Convention are automatically delegates to the regional meeting.
 3. A regional meeting can be called only on written requests coming from a majority of the Locals in the Region (it being understood that the LEC may speak or may decide for a Local), or, in an emergency, by at least two of the three Executive Board Members in the region after having obtained the prior approval of the Board.
 4. When a regional meeting is approved by the Board or has been called by a majority of the Locals, the Union will provide logistical support, including the sending of a notice from Headquarters to all Locals in the region giving at least two weeks' notice concerning the time and place of the meeting. Union Headquarters will handle the arrangements regarding the venue.
- Note: It is also recommended that Union Headquarters provide non-financial support to Locals in a region if they wish to organize a regional meeting of their own and at their own expense.
5. The regional vice-president shall be the Chairperson of a regional meeting, or s/he may appoint one of the other EBM's from the region as Chairperson.
 6. The quorum for the holding of the meeting shall be 50% plus one of the registered delegates, but the matter of a quorum is relatively insignificant since it is not proposed, nor is it Constitutionally proper, that the meeting have any binding powers.
 7. In addition to delegates and alternates, people allowed to attend without voice or vote would be members of Locals in the Region and any guests invited by the Regional Board Members acceptable to a majority of the delegates present.
 8. The Rules of Order shall follow as closely as possible those set out in Article 13.11 of the Constitution.
 9. Regarding expenses, delegates and alternates must use "own time" and costs of meals, travel and hotel accommodation will be paid by Union Headquarters.

The purposes are:

1. To make recommendations to the Executive Board, the Executive Committee, any Area Councils in the Region, and to Locals;
2. Like Area Councils, to discuss Regional political action, social issues, union education, and public relations (and where the region and the area coincide, discuss cooperation with the Metro Toronto Labour Council;

Section 16 - Meetings 16.5 - Regional Meetings (Non-Election)
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3. To discuss servicing and the utilization of staff resources in the Region;
4. To discuss activities of the Board;
5. To serve as a two-way opinion channel between the members and their Locals in the Region on one hand, and the Board and the Regional Board Members on the other.
(March 23-24, 1977 B, p.15)

Regional Meetings: Agenda - Educational Component

All meetings called by Head Office on a regional basis, will have an agenda struck which includes the primary purpose of the meeting plus an auxiliary educational purpose which takes advantage of the expertise of the staff assigned.

(June 23-25, 1977 B, p.39)

Regional Meetings: Agenda – Minute of Silence

Every regional meeting and convention will hold a minute of silence for the loss of our dear brothers, sisters, friends, and family. This will be the first order of business after the Statement of Respect.

(April 21, 2009 B, p.11)

Regional Meetings: Attestation of Delegate Status

Local Executive Committees will be required to submit the minutes of the meeting at which they or their Locals elected delegates for regional meetings and Convention with their credentials.

(September 19-20, 2012 B, p.24)

With respect to the Attestation of credentials, two signatures are required on all delegate credentials.

(March 5-6, 2003 B, p.15)

Regional Meetings: Plenary Sessions

Plenary sessions will be included in the agenda of Regional meetings.

(April 15-17, 1993 C)

Regional Meetings: Alternates Assignments

Alternates that are attending the OPSEU Convention shall be assigned to cover as many duties as possible at regional meetings and at the OPSEU Convention.

(October 23-24, 1996 B, p. 31)

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Section 17 - Membership

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Section 17 - Membership 17.1 - General

Leaves of Absence for Local Union Business

Section A Definitions, Responsibilities and Requirements

1. This policy applies to single unit locals with 750 or more signed members and to composite and multi-unit locals that have 650 or more signed up members. When determining whether a local qualifies for access to local union leave the signed local membership numbers from each quarter shall be referenced.
2. Should membership numbers decline/or increase the loss or acquisition of eligibility will be reassessed when the new quarterly numbers become available.
3. The Executive Committee may include locals that are created during the year in this policy, if they qualify.
4. Only individuals who are members in good standing may access local union leave.
5. Individuals on local union leave will be required to continue to pay Union dues.
6. Where an existing Collective Agreement provides for union leave with pay for specific union related duties such as, but not limited to collective bargaining, this policy does not apply. Locals are required to track and report all such periods of employer paid-time so that proper reconciliation between union-paid leave and employer- paid leave may be completed.
7. A local that is eligible for local union leave under this policy must include, in the demand sets of the bargaining units included in such local, proposals that would seek to gain employer paid local union leave intended for local wide general union activities. Such proposals must also ensure that the employer continues to provide insurance coverage, pensions, vacations and all other rights and benefits during such leave.
8. For the purposes of this policy the following definitions shall apply:

“Local Union Leave” shall be defined as a leave of absence for union business initiated by a single unit Local of 750 signed up members and/or composite and multi unit locals of 650 or more signed up members under this policy.

“Insurance Plans” shall be defined as all insurance arrangements that apply to an employee under their collective agreement.

“Pension Arrangements” shall include any employment related pension or RRSP arrangement that apply to an employee under their collective agreement.
9. Except for any reimbursements specifically set out under this policy the local will be responsible for costs relating to any of their members on local union leave.
10. Should the bargaining unit of the member on local union leave be on strike or locked out, the member on leave shall receive only those payments that apply to other striking/locked out members in their home bargaining unit for the period of the strike or lock out.

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11. In the event a local is placed under trusteeship, the trustee shall determine on what basis any existing local union leave will continue. The trustee will have the same rights and responsibilities accorded to the Local Executive Committee during the period of trusteeship.
12. Each local within the meaning of this policy shall only be entitled to one FTE local union leave of absence under this policy.

Section B Local Executive Committee (LEC)

1. The LEC will determine which member(s) will be provided local union leave. The decision must be made at a duly constituted LEC meeting. The decision must be set out in the minutes of such meeting.
2. Prior to the commencement of a local union leave the LEC shall provide the decision, supporting minutes and the agreement reached under (6) below to: the RVP and Regional EBMs; and the Local Staff Representative. The Staff Representative will inform the appropriate Regional Supervisor and Administrator of Local Services Division (Regions).
3. OPSEU's Local Services Division will then issue the appropriate time-off and information letters to the Employer(s) and member(s) involved.
4. Prior to the commencement of the local union leave the home Employer of such member(s) must approve a request for such leave.
5. The terms and conditions for any member on leave shall be in accordance with the Collective Agreement under which the member is employed, including but not limited to entitlements to pension, insurance plans, vacations, etc. These terms and conditions will be reviewed by the LEC and member so that all parties are aware of their duties and obligations, including any limitations that may be imposed by the Collective Agreement.
6. To provide clarity the entitlement to the terms of the local union leave must be confirmed in writing with the Employer. Such agreement shall also contain a provision requiring the Employer to assign the employee on local union leave to his/her previous position and workplace within a reasonable amount of time of notification from the LEC that his/her local union leave has been cancelled. This agreement shall be enforceable through the grievance procedure.
7. The LEC shall be responsible for determining the period of time to be allocated to member(s) and will arrange the periods of leave to meet Local requirements.
8. The LEC will designate one of its members to coordinate the periods and extent of local union leave. This LEC member will become the point of contact for those seeking information about local union leave.
9. The LEC will regularly review the activities and expenses of any member on local union leave.
10. Individual local union leaves will be for a term that will not exceed one (1) year, although a leave may be renewed after such period unless a collective agreement provides for specific language other than this.

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11. Notwithstanding the terms set out in ten (10) above, the LEC will have the right to cancel a local union leave on a reasonable basis. This decision can only be made at a duly constituted LEC meeting. The decision will be set out in the minutes of such meeting. The member in question on a local union leave, shall be invited to attend such LEC meeting.
12. As a result of such cancellation the member on local union leave shall be eligible only for a period of notice or continued reimbursement equal to the minimum period required by his/her employer to re-assign them back to their regular position and workplace.
13. The RVP will:
 - be notified of the meeting at which a decision to cancel the leave of a member is to be taken;
 - have the right to review all information pertinent to the decision to cancel such local union leave in advance of the taking of such decision;
 - monitor the process used by the local in making such decision.
14. The LEC shall immediately inform the Staff Representative, the RVP and Regional EBMs of such cancellation including the date upon which it is effective. A record of such meeting, including minutes, shall be attached to the notification. The Staff Representative shall inform the Regional Supervisor and Administrator of the Local Services Division (Regions).
15. The member who has had their local union leave cancelled may appeal such decision to a general membership meeting of his/her local. The general membership meeting will be called as soon as possible following the decision of the LEC, in accordance with existing policy. The purpose of the meeting will be clearly set out when members are notified of the meeting. The general membership meeting will have the authority to reverse such decision after considering all pertinent available information. The general membership meeting will hear from the member and the LEC prior to rendering their decision on the matter.

Section C Regional Vice President (RVP) and/or Regional Executive Board Members (EBM)

1. The RVPs and/or Regional EBMs will periodically review the manner in which locals are utilizing local union leave and report such findings to fellow board members and if necessary, the appropriate Staff Representative.
2. RVPs and/or Regional EBMs shall consult with LECs in their region to provide both guidance and support with the view to promoting the effective use of local union leave.
3. Improvements that may be required to local union leave shall be noted by the RVP and/or Regional EBMs and may become subject of further policy development through amendments to the OPSEU Policy Manual.

Section D Member on Local Union Leave

1. The member on local union leave has a number of responsibilities including but not limited to all of the following:

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S/he will-

- work to meet the needs of his/her local
- work in accordance with the principles and goals of the Union
- consult with the RVP, Regional EBMs, Staff Rep(s) and Regional Supervisor responsible for members within the local
- regularly report to the LEC about all of their union related activities
- while on book-off, report any period of leave (vacation, compassionate, sickness, bereavement, etc.) to the local and his/her employer
- in consultation with their LEC, develop a workplan to address the needs of the local
- work towards developing an ability to administer the affairs of the local and handle the concerns and issues of the membership

Section E The Employer

1. The employer of the member on local union leave shall continue to be responsible for providing those rights and benefits as are set out in the Collective Agreement in effect subject to the agreement set out in B-6 above.
2. These terms must be discussed with that employer prior to the leave so that all parties are aware of their respective duties and obligations. Such terms and conditions will be confirmed in writing as set out under B-6 above.
3. Prior to commencing a local union leave the employer must first approve such leave.

Section F Regional Office Staff

1. The Regional Office staff will be required to provide limited general information and support to member(s) on local union leave.
2. The support from the Regional Office will be limited to such general clerical and administrative matters as may normally be related to the local.

Section G Staff Representatives

1. If requested, Staff Representative(s) will provide guidance and support to a LEC in advance of the LEC deciding to initiate a local union leave and will work with the local to secure the time off from the employer including all provisions to ensure the member's rights are protected during the leave.
2. The Staff Rep(s) will inform the LEC of the foreseeable challenges and projects facing the local in the following year. He/she may also suggest ways in which member(s) on leave can assist in such planned local activities.
3. On an ongoing basis, the Staff Rep and member on local union leave will communicate with each other so as to ensure that there is no overlapping or conflicting responsibilities and duties.
4. While the Staff Rep is not charged with the supervision of the member on local union leave, s/he may express his/her concerns and views to such person and if unresolved to the LEC.

Section 17 - Membership 17.1 - General

5. Should concerns remain unresolved at the local level (Staff Rep to LEC) the Staff Rep may report his/her concerns to his/her Supervisor.

Section H Local Services (Regional) Supervisors

1. If requested, Local Services Regional Supervisors will provide guidance and support to a LEC in advance of the LEC deciding to initiate a local union leave.
2. The Regional Supervisor will review any foreseeable sector wide challenges and projects that may arise in the following year. He/she may also suggest ways in which member(s) on local union leave can assist in such sector wide activities.
3. The Regional Supervisor may discuss concerns brought to their attention by a Staff Rep with the LEC involved. Should such matter remain unresolved they will then address the matter with the RVP.

Section I Local Services Division (Regions)

1. The local services division will verify signed membership numbers each quarter to ensure new and continued eligibility in this policy.
2. Prior to April 1 of each year, those locals who continue to qualify, will receive a letter indicating their continued participation in the policy based on current membership numbers. Along with the letter will be a copy of this policy, and all other related information for continued participation.
3. By April 1 of each year, employers with locals participating in the policy will receive notification of the individual who will be assigned the local union leave.
4. Local Services will provide written notification to any participating local whose numbers fall below the required number of signed members, within 30 days of the publishing of the quarterly reports. The letter will advise them of their ineligibility for further participation. The staff representative will work with the member to ensure a smooth transition back into their work place. The employer will also be notified by mail.
(June 16, 2004 B, p.4; May17-18, 2006 B, p.10)

Effective January 1, 2004 the central union will pay member time off for the equivalent of one member in each local with the required number or more of signed up members, until employer-paid time off is negotiated into the collective agreement(s) for that local, the monies to be drawn from the Local Time-off budget line.

(October 21-23, 2003 B, p.12; September 16-17, 2009 B, p.13)

Local Time Off Fund

The Budget will provide for a local union member Time Off Fund. The fund shall be for the purposes of allowing Local members in good standing time off to address members issues and for the administration of their local union. Access to the fund will be based on the following formula:

A maximum of \$25.00 per member in good standing per year. OPSEU Head Office will contribute \$20.00 per member per year and the Local Union will contribute \$5.00 per member per year. (revised Convention 2010, p.29)

Section 17 - Membership

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Application to the fund is at the sole discretion of the Local Executive Committee. Locals wishing to access the fund must fill in an application available from their staff representative. The application should then be returned to the staff rep for vetting before being sent to head office for final approval by the Administrator of Local Services (Regions). Please note that only wages are covered by this fund. All other expenses associated with the activity are the responsibility of the Local. The application must be signed by two officers of the LEC.

Where possible, employer “bill backs” will be utilized. The Local’s share of the costs will be deducted from its quarterly rebate. Locals who access the fund will provide an accounting for the funds which include the date of the time off and the nature of what the time off was utilized for. Where employer “bill backs” are not possible, Accounting will arrange reimbursement of lost wages to the member minus statutory deductions, upon proof of lost wages being provided. Current policies and accounting practices will be utilized.

Before any local can access the fund, the Local’s trustee audit reports must be up to date. There will be no retro-active payments from the fund.

The fund will provide a minimum of one day per year for any local that has a maximum entitlement that is less than the cost of lost wages for one day, by topping up that entitlement.

The local time off fund shall not be utilized for locals to send alternates or observers to central union functions including conventions, conferences and divisional meetings. For clarity the fund cannot be used for attendance at regional educational or sectoral meetings.

(May 16-17, 2001 B, p.7; May 17-17, 2006 B, p.11; September 16-17, 2009 B, p.13)

Membership Applications

1. All membership applications will be directed to the Regional office that covers the new member's address.
2. The Regional office in conjunction with the assigned staff rep should check all data information sections for being properly completed, signed where indicated, check that the new member is assigned to the right local and follow up on any correction or incomplete parts as required.
3. The original application is to be forwarded to Head Office, one copy to the Local, and one copy plus a letter welcoming the member and any available promotional material for new members to the applicant; maintain one copy at the Regional office. The Regional office should follow up if new members don't show up in future print-outs.
4. The Regional office is to keep a complete and up-to-date membership list, covering their service area, broken down by Locals, and each Local should submit an up-to-date list each quarter to the Regional office.

(January 23-24, 1976 B, p.9; September 16-17, 2009 B, p.13)

Membership Cards

The Union will have a permanent membership card as outlined in the report with the exception of the inclusion of SIN number and expiry date.

(December 14-15, 1979 B, p.17)

Section 17 - Membership 17.1 - General

Membership Lists - Committees

The Executive Board will receive a list of members that are appointed to Committees, including their Local Number and, whenever any changes occur a new list will be presented to the Executive Board.
(November 9-10, 2004 C, p.13)

Membership Lists/Labelling Service - Convention Delegates

Declared candidates for the offices of President and Vice-President shall be allowed by Head Office to use the labelling service to contact delegates and the cost to be borne by the candidates.
(May 25-26, 1978 B, p.31)

Declared candidates for the offices of President and Vice-President, following the election of regional executive board members, will be given a list of the names and addresses of registered delegates to the convention.
(October 31, 1984 B, p.4)

Membership Lists - Local's Officers and Stewards

The list of each local's officers and stewards, together with work locations and telephone numbers, will be made available to the President of each local and if authorized by the officers and stewards, their residence telephone number.
(April 15-17, 1993 C)

Membership Lists - Mailings

The present policy on membership lists ("list" means name, address and local number) will be amended to expand access to membership lists.
(April 15-17, 1993 C)

The definition of "list" will be extended to include telephone numbers and e-mail addresses where available, and that:

1. All Local Presidents have a list of Presidents for their region.
2. Area Councils have a list of LECs for their Area.
3. MERC Teams have lists of top ranking Officers for their Ministry by Local Province-Wide.
4. BPS and CAAT Sector Executives have lists of top ranking Officers by Locals, in their respective sector province-wide.
(October 25-27, 1995 B, p.8; May 15-16, 2002 B, p.20)

Membership Lists - BPS

The mailing list policy was amended to allow access to the BPS Medical Division membership lists by the BPS Medical Division Executive Committee and to allow access to other BPS sector membership lists by the appropriate BPS sector committees.
(April 15-17, 1993 C)

Section 17 - Membership 17.1 - General

Membership Lists - Nominations to the Executive Board

The list of nominations for the Executive Board will be made available to the Board and to all nominees to the Board.

(April 23-25, 1976 B, p.3)

Membership Lists - Presidents

Executive Board Members, the Provincial Women's Committee, the Provincial Human Rights Committee and Area Councils shall be entitled to a list of presidents for their specific region.

(April 15-17, 1993 C; April 28-30, 1994 C, p.52)

Membership Lists - Provision to Locals

The Executive Board shall ensure that membership lists are updated and delivered to the Locals every three months.

(July 1975 B, December 1978 B)

Membership Lists - Regional Delegates

The list of regional delegates, for his/her own region, will be made available to any member nominated to the Board.

(April 23-25, 1976 B, p.3)

Membership Lists - Removal of Names

After informing members of the ramifications of taking their names off the mailing list, all requests by members to have their names removed from the Union's mailing list or membership rolls will be honoured.

(October 18, 1974 B, p.6)

New Member Orientation Kit

The Union will ensure that there are new members orientation kit templates for each sector with women and equity specific components.

(May 19-20, 2004 B, p.35)

Non-gender Salutation

OPSEU will give preference to using non-gender salutation and markers in all external correspondence

(June 10-11, 2010 B, p.13)

Use of Government Facilities

Provided there are no "sweetheart" deals to the detriment of members, Local Executive Committee members will be permitted to have full use of government facilities wherever made available to them.

(October/November, 1975 C)

Section 17 - Membership

17.1 - General

Use of "Ms."

This Union will adopt the term Ms. for all mail and computer files. This will eliminate some of the confusion that now exists on the computer print-outs which we presently receive. This will also give women the same universal standard term of reference as Mr. is for me
(February 24-27, 1977 B, p.34)

As a general rule, the designation Ms. or Mr. will be used for the membership list as appropriate. However, any member wishing to use the designation Mrs. or Miss shall be accommodated.
(June 23-25, 1977 B, p.9)

Verification of Members

A regular member or paying non-member in the public service whose name does not appear on the lists of dues-paying employees shall be designated as having "unverified" status.

A regular member or paying non-member in the public service whose status remains "unverified" for more than three consecutive months shall be deleted from our membership records.

"Unverified" regular members or paying non-members shall be identified as such on local membership lists sent to local executives, who shall be made aware of the policy contained in this set of proposals.

No membership card shall be issued to an "unverified" regular member.

"Unverified" regular members shall be omitted from calculations involving rebates and delegate entitlements.

By use of computer coding already developed, "unverified" status would be changed to "verified" upon receipt of information showing that the employee is:

- a) casual, seasonal, unclassified, etc. and paying dues (such employees are not shown on the government list);
- b) an honorary (life) member;
- c) in withdrawal status;
- d) paying dues direct to OPSEU; or
- e) re-included on the government list.

(January 19-21, 1977 B, p.2; February 23-24, 1979 B, p.16)

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Retired Members' Division: Advice by Employers

OPSEU Central will lobby all employers of our OPSEU members to include in the written material that is given at the time of retirement, a pamphlet which would advise retiring members of the existence of the Retired Members' Division and instructions as to who to contact for information regarding the Retired Members' Division.

(Convention 2002)

Retired Members' Division: Funding

A budget line will be established for the exclusive use of the Retired Members Division based on 5 cents per member per month from current dues.

(November 6-8, 1987 C)

Retired Members Executive to Attend Regional Demand Setting Meetings

The OPS Retired Members Executive in their own Region (other than delegate status) will attend Regional Demand Setting meetings of the Union where benefits are being discussed. The expenses to these meetings will be borne by the Retirees' Division funds.

(June 14-15, 1989 B, p.32)

Section 17 - Membership
17.3 – Aboriginal Circle/Provincial Francophone Committee/PHRC/PWC/PYC

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Section 17 - Membership 17.3 – Aboriginal Circle/Provincial Francophone Committee/PHRC/PWC/PYC

New President's Orientation

A representative of the Aboriginal Circle, the Provincial Francophone Committee, PWC, PHRC and PYC may participate in and make a presentation to the New President's Orientation. Funding is to come out of existing budgets.

(May 19-20, 2004 B, p.16)

Orientation Session –Provincial Francophone Committee/PHRC/PWC/PYC

The first meeting of the Committee after their election at the regional meetings will consist of an orientation session to the mandate, principles and goals of the Committee, a review of the policy and budgetary structure and procedures while being introduced to the Team Building Approach.

(December 9-10, 1998 B, pg. 17)

Provincial Human Rights Committees

The elected Provincial Human Rights Committee member shall be an automatic member of the Regional Human Rights Committee.

(September 10-11, 1997 B, p.16)

The PHRC, in recognition of its responsibilities and accountability to this Union and the broader labour movement, shall be responsible for electing or deciding by consensus who, from the PHRC shall sit on working groups and committees of affiliates to make recommendations to the President of OPSEU regarding adhoc committees and working groups related to human rights issues and will work in collaboration with the Equity Unit of OPSEU in their representation of the Union.

(September 10-11, 1997 B, p.16)

Provincial Women's Committee

The PWC, in recognition of its responsibilities and accountability to this union and the broader labour movement be responsibility for the electing or deciding by consensus, who from that Committee shall represent OPSEU on working groups and committees of affiliates to make recommendations to the President of OPSEU regarding adhoc committees and working groups related to PWC issues and will work in collaboration with the Equity Unit of OPSEU in their representation of the Union.

(September 10-11, 1997 B, p.16)

Section 17 - Membership 17.4 – OPSEU Accommodation Policy
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1.0 Introduction

- 1.1 In accordance with the Ontario Human Rights Code, OPSEU is committed to providing an environment that is inclusive and that is free of barriers based on race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex (including pregnancy and gender identity), sexual orientation, age, marital status, family status, and disability.
- 1.2 The duty to accommodate applies to all the grounds listed in 1.1. The goal of accommodation is to allow OPSEU members to benefit equally from and take part in union-related activities and functions.

2.0 General Principles and Application

- 2.1 OPSEU commits to providing accommodation for needs related to the grounds listed in 1.1, unless to do so would cause undue hardship. Members may seek accommodation where OPSEU's requirements, policies or practices interfere with those members' ability to participate fully in union-related activities and functions.
- 2.2 OPSEU's decisions regarding accommodation will be guided by the following general principles:
- a) The essence of accommodation is that each case is considered and assessed on an individual basis;
 - b) Appropriate accommodation best promotes integration and full participation of all members;
 - c) The dignity of the member is a primary consideration in deciding appropriate accommodation; and
 - d) Accommodation requests and measures will be confidential to the extent possible.
- 2.3 Examples of appropriate accommodation are creating materials in alternate formats (e.g. large print, audio tape and Braille), providing sign language interpretation, approving single room accommodation, approving extra caregiving costs and approving arrangements for breastfeeding. These measures will vary and each case must be assessed on an individual basis.
- 2.4 Members may direct any requests for accommodation to the Equity Unit. The Equity Unit will provide recommendations to the OPSEU Unit or Regional Office organizing the applicable union-related activity or function..The Unit or Regional Office is responsible and accountable for providing accommodation in accordance with this policy.
- 2.5 It is understood that members may be required to provide information to substantiate an accommodation request. Any information provided will be kept in strict confidence within the Equity Unit.
- 2.6 If a member believes that an accommodation request is denied contrary to this Policy and the *Code*, they may contact an Advisor under the *Harassment and Discrimination Prevention Policy* (HDPP) who may act as the member's advocate. The member may also contact the Unit or Regional Office responsible for the decision or the Equity Unit directly. Members are encouraged to try to address any concerns about their accommodation request through informal discussion before filing a complaint under the HDPP.

Section 17 - Membership 17.4 – OPSEU Accommodation Policy
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3.0 Accommodation Fund

- 3.1 A central Accommodation Fund was created in 2002. This Fund will continue to be a separate line item in OPSEU's annual budget and it will be administered by the Equity Unit. The central Fund will only cover approved accommodation expenses for Locals, regional events, Provincial Committees and Caucuses.
- 3.2 Accommodation expenses for an event will be paid only for members whose other expenses for that event are being paid by OPSEU.

4.0 Education

- 4.1 OPSEU is committed to adopting a preventive strategy that is based on education. To that end, the Union shall:
- a) provide educational material on accommodation to Local Presidents;
 - b) post the Accommodation Policy and educational material on the OPSEU website.

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Balloting

Ballots will be on plain paper, clearly indicating choice of 'YES' or 'NO'. Where possible, a portable voting booth will be provided to ensure privacy while casting a ballot.

(February 23-25, 1978 B, p.19)

Bilingualism - Documents

Documentation that is to be distributed to a negotiating team that represents Locals designated as requiring French services shall be provided in both official languages at the time of release.

Les documents devant être distribués à une équipe de négociation qui représente des sections locales désignées pour la prestation de services en français, seront fournis dans les deux langues officielles au moment de leur publication.

(September 18-19, 2001 B, p.37)

Bilingualism - Negotiations

OPSEU will pursue discussions with the government to establish that:

1. joint union/management negotiations determine which jobs are to be designated bilingual;
2. open opportunities for meaningful language skills training and development be made available;
and
3. that unilingual members do not suffer an adverse impact.

(June 14-15, 1989 B, p.32)

Broader Public Service Bargaining

The President and the Executive Board will make sector bargaining for the Broader Public Service a priority by publicly endorsing and promoting the concepts of sector bargaining.

(April 27, 1994 B, p.6)

Broader Public Service Bargaining: Health Care Support - Sector 11

As many of our locals in the Health Care Support Sector are bargaining now for better working conditions and job security in the health care, it will be more cost effective that the health care services be moved to central bargaining.

(September 10-11, 1997 B, p.17)

Broader Public Service - Benefits Trust Plan

A policy will be adopted that in all Broader Public Service collective bargaining demands and in all collective bargaining activity, OPSEU bargaining teams will pursue the OPSEU Joint Trusteed Benefit Fund to provide group life and health coverage.

(December 11-13, 1996 B, p.30)

Broader Public Service - EBM's

Executive Board Members who are from the BPS have access to BPS sector activities on the same basis as other Board Members have access to their divisional activities.

(Jan 26-27, 2000 B, p.21)

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Broader Public Service - OPAC

OPSEU commits to the creation of a new sector/division in the BPS designated as the Property Assessment sector/division, to be effective on the actual divestment date; and assures the re-signed members of OPAC that the union will continue to provide the resources necessary to bargain and enforce good collective agreements

(May 20-21, 1998 B, p.13)

Broader Public Service - Union Business – Non-Full-Time Employees

Local servicing representatives and negotiators are directed to request employers to reimburse non-full-time members for bargaining and caucus dates and Convention attendance if any, and to indicate on members' claim forms if that request has not been agreed to.

The following language will be used for tabling in bargaining:

The employer agrees, as far as practicable, to schedule all meetings involving shop stewards and local union representatives during the shop stewards' or local union representatives' scheduled hours of work.

Further, the employer agrees that non-full-time employees who are shop stewards or local union representatives, and who attend meetings with the employer outside of their scheduled hours of work, shall be paid their regular straight-time rate of pay for all hours while attending said meetings, up to the normal daily hours of work.

For clarity, "meetings" include but are not limited to grievance meetings, disciplinary meetings, labour-management meetings and collective bargaining negotiations.

(April 18, 2007 B, p.10)

Charities and Bargaining - Live and Let Live Fund

OPSEU will include in their list of bargaining priorities employer contributions to the OPSEU registered charitable funds being Live and Let Live Fund and/or the Social Justice Fund at all OPSEU collective bargaining tables.

(December 5-6, 2008 B, p.24)

Compressed Work Week Agreements

OPSEU will not enter into any compressed work week agreements unless 66 2/3rds percent of those affected are in voluntary agreement.

(September 13-14, 1984, p.34; June 14-15, 1989 B, p.31)

Continuation of Seniority/Leaves of Absence

Bargaining units shall negotiate collective agreement language that provides clear language assuring the continuation of seniority and service based rights and benefits during leaves of absence.

(March 10-11, 2004 B, p.3)

Section 18 - Negotiations

18.1- General

Contracting Out

OPSEU will continue to make public the concerns of workers in the Colleges with respect to erosion of the Bargaining Unit and use of part time workers and continue to pressure the government for legislative change.

(February 24-25, 1988 B, p.15)

Cost Items

Items proposed by the employer or by the union at any set of negotiations that include items that would incur a cost to the union, must have the prior approval of the Executive Committee before a tentative agreement is signed.

(June 23-25, 1977 B, p.42)

Dues on Bill 136

Staff, bargaining in Bill 136 situations, should attempt to negotiate dues deductions as follows:

- a) Members covered by a collective agreement pay dues at the OPSEU rate.
 - b) Members covered by Bill 136 freeze provisions pay dues at the OPSEU rate, effective when the “common provisions” agreement become applicable.
 - c) Members not covered by a Bill 136 freeze or a collective agreement do not pay dues until a full collective agreement is negotiated.
- (July 16, 1999, Conference Call, p. 6)

Dues Remittances

Bargaining teams are required to negotiate a dues remittance date of the 15th of the month following the deduction and a list of names requirement into their collective agreements. Only the President of OPSEU can release a team from this obligation.

(March 3-4, 1983 B, p.31)

Education Leave

The Union will attempt to negotiate the following:

Upon at least fourteen (14) days written notice by the union, leave of absence without pay but with no loss of credits shall be granted for up to five (5) consecutive days for each employee selected by the union for purposes of attending union educational programs.

(December 14-15, 1978 B, p.22; November 1-3, 1985 C; May 6, 1985 B, p.3)

Employer/Employee Committees - OPSEU Rep.

Members will be represented by elected OPSEU members on all Employer/Employee Committees including Consultative or Negotiate that OPSEU Staff Members are involved in that impact on members' rights. The Executive Board will be kept informed of any progress, or agreements from those committees - even if by Executive Summary.

(October 19-21, 1993 B p.5)

Section 18 - Negotiations 18.1- General
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Employer/Union Committees Arising From Bargaining

All negotiating committees are to be advised that approval for the cost of participating in employer/union committees must first be obtained from the President prior to the inclusion of such provisions in a memorandum of settlement.

(February 4-5, 1982 B, p.27)

Employment Equity in the Broader Public Service - Ratification

In the course of the review of employment policies and practices (employment systems review) the union and employer team should identify collective agreement clauses that may be barriers to advancement or retention of designated groups, and develop options for removal of those barriers. The union team should then discuss those options with the members of the affected unit at a unit meeting and seek direction and a mandate to bargain changes to (or overrides of) the collective agreement.

In all areas of this policy where the words “affected unit” or “affected members” are used, they mean all members of the appropriate bargaining unit.

Ratification of collective agreement changes (shall be) by affected members, with the remainder of the employment equity plan vetted by head office staff and signed off by the president.

(April 4-5, 1995 B p.27)

Employment Equity Training

The staff representative(s), in co-operation with the Equity Unit, shall educate all bargaining team members prior to them going into collective bargaining negotiations.

(October 24-25, 2001 B, p.7)

Exclusions: Ratification and Appeal Procedures

A form letter will be sent to all members affected by a tentative settlement on exclusion from the bargaining unit.

The Executive Committee will be the appeal body. The Board will be the ratification and final appeal body.

(February 23-25, 1978 B, p.16)

Factor 80

In its negotiations with the employers in the Ontario Public Service, with the Broader Public Sector and the Colleges of Applied Arts and Technologies, OPSEU will seek to include the following:

- an option to buy back pensionable service to allow entry into Factor 80 and other retirement options; and
- A permanent Factor 80 and similar early retirement option for all members in the OPS, BPS and CAAT.

(September 15-16, 1999 B, p.14)

Section 18 - Negotiations 18.1- General
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Family Responsibility Leave - Personal/Compassionate Leave

The Union will work with all bargaining teams to encourage them to negotiate a minimum of five (5) days paid leave per year as family responsibility leave and six (6) days for personal/compassionate reasons.

(April 6-8, 2000, C, p. 9)

Gender Neutral

Any document produced either by OPSEU or as a result of a negotiation to which OPSEU is a party (e.g. collective agreement) shall be gender neutral.

(October 19-21, 1993 B, p.40)

Harassment and Discrimination Training

OPSEU will urge its membership to include in its list of priority demands for bargaining that all collective agreements have language which provides a minimum of 15 hours mandatory training on the elimination of harassment and discrimination for all employees, managers and volunteers.

(September 15-16, 1999 B, p. 14)

Job Evaluation

Any Joint Job Evaluation system which the Union accepts will have as a central objective the establishment of equal pay for work of equal value.

The procedures under any Joint Job Evaluation system which the union accepts will provide a full opportunity for affected members to have their interests effectively and openly represented.

(July 17-18, 1980 B, p.11-12; re-affirmed June 18-20, 1981 C)

Job-Sharing

OPSEU will adopt a policy supporting the concept of job-sharing, subject to the following stipulations that:

1. Job-sharing will only be considered a legitimate form of employment in special cases where voluntarily entered into by OPSEU members;
2. A position which becomes the subject of a job-sharing programme must remain in the employer's staffing complement as a permanent, full-time position;
3. The two members would share the position on a 50/50 basis;
4. Salary and all benefits would be on a pro-rata basis subject to the pertinent collective agreement.
5. Both members entering into such an agreement would be required to be in the same pay range, having coinciding minimum and maximum pay points;
6. Any exceptions would be by mutual agreement between the parties to the collective agreement, the employer and the union;

Section 18 - Negotiations 18.1- General
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7. Members having entered into a job-sharing position would retain full rights under the collective agreement;
8. In the event that one of the members in a job-sharing position no longer assumes their position through resignation, or for other reasons, the remaining member would be given the first opportunity to assume the position on a full-time basis;
9. If the remaining member does not wish this opportunity, the position will be posted and advertised as a job-sharing vacancy, subject to collective agreement provisions;
10. Failing successful filling of the job-sharing position, the remaining member has a final opportunity to assume the position on a full-time basis.
11. If the remaining member still does not wish this opportunity, the position would revert to a permanent full-time position vacancy and be posted as per the pertinent collective agreement;
12. All members entering into such a programme must continue to work the required number of hours to retain unemployment insurance benefit eligibility;
13. Any such programme being entered into on a local basis outside of the pertinent collective agreement must be approved by the office of the President of OPSEU;
14. In discussion with any employer regarding such a programme and prior to Presidential approval of same, caution will be given to ensure compatibility of the programme and the regulative bargaining legislation with particular regard to provisions for inclusions or exclusions of part-time workers.

(November 1-4, 1984 C, p.38)

Locals of 1000 or more signed up members

As part of collective bargaining all locals of 1,000 signed up members or greater must negotiate as one of their highest priorities a full-time local president.

OPSEU will assist in facilitating this process in all locals of 1,000 signed up members or more, until their next collective agreement is ratified.

(May 14-15, 2003 B, p.31)

Negotiations Bulletins

The use of direct mail negotiations bulletins will be confined to two bulletins per province-wide category or bargaining unit. In special circumstances, further bulletins may be approved and authorized by the President.

(October 28-30, 1982 B, p.34)

Part-Time Workers

OPSEU will vigorously lobby the Ontario Government to acknowledge, through amendments to the Colleges' Collective Bargaining Act, the right of part-time college employees to unionize.

(Convention 2004, p.14)

Section 18 - Negotiations 18.1- General
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Pay Equity Training

OPSEU will ensure that each Staff Representative responsible for negotiations, and each negotiating team receive the appropriate Pay Equity training for the purposes of maintaining pay equity, thereby ensuring that pay equity compensation practices are maintained, in all OPSEU bargaining units.
(Convention 2004, p.29)

Pension Plans

OPSEU will bargain pension plans for all bargaining units that do not have one.
(December 5-6, 2007 B, p.9)

Printing of Collective Agreements/Maintaining Wages of Negotiating Teams

All demands presented to employers shall include the following:

- a) That union and management shall equally bear the cost of printing the collective agreement negotiated by the parties.
- b) That the employer shall maintain the wages and benefits of those employees who are elected to serve on negotiating committees as long as those employees are engaged in direct negotiations with the employer.

Only the President is authorized to approve withdrawal or amendment of these demands.
(October 28-30, 1982 B, p.35)

OPSEU, as the bargaining agent, is charged with the responsibility of negotiating with every contract, a fixed time no longer than 5 months after a new contract is ratified and signed, that the contract must be published for all membership access, in either electronic or printed means, and be available to all Local Executive Committees and Stewards. The employer costs be back-billed.
(December 6-7, 2000 B, p.31; September 9-10, 1998 B, p.15)

Procedures to Be Considered Regulations

The Negotiations Procedures and Ratification Procedures adopted by the Board shall hereafter be referred to as Regulations as required by Article 24 of the Constitution and shall be transmitted to the Convention in accordance with Article 24.1.1 of the Constitution.
(March 26-29, 1976 B, p.11)

Quorum: Public Service, CAAT Negotiations; and for Ministry Meetings

The quorum shall be as per article 13.12 of the Constitution, mutatis mutandis (the necessary changes having been made).
(February 19-20, 1981 B, p.40)

Ratification - by Executive Board Authority

The Executive Board's authority will be restricted to enforcing procedures established as regulations under Article 24; and that authority as given by the Constitution to the Executive Board does not include veto power over properly conducted ratification votes and results.
(June 14-16, 1979 C, p.28)

Section 18 - Negotiations 18.1- General
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Ratification - By Union

In the matter of conducting contract ratification votes and/or other contract-related votes, it is the policy of OPSEU that it is the Union which shall conduct and otherwise supervise such votes.

(December 18-19, 1980 B, p.18)

The allotted time for examination and discussion of contract proposals will be increased to allow for the proposed tentative agreement to be in the hands of the general membership for a time period in excess of 24 hours prior to the start of the ratification meeting.

(November 6-8, 1987, C)

Retirees - Fringe Benefits

The Union will actively pursue a policy of bargaining on behalf of retirees when bargaining fringe benefits.

(February 3-5, 1989, C)

Rollover of Collective Agreements

No contract can be rolled over by decision of a bargaining team alone or by decision of the assigned negotiator alone.

A bargaining team contemplating the rollover of a collective agreement must seek and receive the approval of the affected members, and the assigned negotiator must seek and receive the approval of his or her supervisor before proceeding with a rollover.

(May 31, 2001 EC, p.3)

Secretarial Help for Bargaining Teams

OPSEU will continue the practice whereby the President will make available to bargaining teams such secretarial assistance as is reasonably required.

(May 21-22, 1981 B, p.28)

Solidarity and Dissent

OPSEU will adopt the following policy framework respecting solidarity and dissent in collective bargaining:

- a) As a general rule the Executive Board endorses the principle that a bargaining committee should resolve its differences internally and act in accordance with the principle of solidarity.
- b) The Executive Board endorses the view that the elected President and First Vice-President/Treasurer of the Union support any bargaining team and that team's recommendation to the membership.
- c) The Executive Board further states that no member of the Executive Board may publicly oppose or encourage the opponents of a bargaining team's recommendation, except as pertains to his/her own wage category/contract.

Section 18 - Negotiations 18.1- General
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- d) An elected bargaining committee will have full use of the Union's resources in campaigning on behalf of its recommendation to the membership on approval by the President and/or Executive Board.
- e) No member of a bargaining team who signs a memorandum of agreement may under any circumstances oppose that memorandum in whole, or in part.
- f) No facility, monies or staff of the central union shall in any way be used by, or made available to persons disagreeing with the recommendations of a bargaining team. This constraint does not apply to locals, which are free to use their resources to engage fully in a debate on a proposed collective agreement, and which shall be given, upon request, a mailing list of all members in the bargaining category.
- g) Debate on the merits of a proposed agreement shall not include attacks on personalities. This applies to: written and verbal presentations of both bargaining teams and those opposing a team's position.
- h) The report of the negotiating team shall allow for a dissenting report from one or more members of the team so that the membership can constructively decide the merits of a contract, having been given all information and opinions.
- i) Once elected, the members of a bargaining team may be removed by their electors.
(June 18-20, 1981 C)

Time Off for Board Members

Time off for OPSEU Board Members will not be negotiated except by explicit authority by the Board, and this resolution applies as of this date to all contracts that are not yet authorized by the signature of the President.

(January 19-21, 1978 B, p.10)

Time Off with Pay for Conventions

Negotiating Teams are to negotiate time-off with pay for the Convention.

(February 3-5, 1989, C)

Time Off with Pay for Local Officers

OPSEU will fight to have time off with pay for union business and that this be a demand of the collective bargaining process; and such time will be block time for Local Executive Officers and Stewards to do union business and attend to union affairs and that such time be subtracted from the local bank of block time.

(August 26-27, 1983 C)

Time Off, Travelling Time, Bill Back - Negotiations

- a) Time-off for Union business will be negotiated as a right, rather than discretionary.
- b) Direct billing back, on a quarterly basis, to the employer will be negotiated.
- c) Employer-paid travelling time will be negotiated for members travelling on Union business.
(September 10-11, 1986 B, p.43)

Section 18 - Negotiations 18.1- General
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Training Sessions – Alternates – Central Negotiating Teams

WHEREAS OPSEU provides training sessions to central negotiating teams to achieve the best possible deals for the members; and

WHEREAS alternates are elected as a backup for these team members and that the alternates must be prepared to step in at any time.

THEREFORE BE IT RESOLVED THAT first alternates elected to central negotiating teams will be allowed to participate in the OPSEU training sessions.

(Convention 2002, p.38)

Section 18 - Negotiations 18.2 Ambulance Units (Crown Agent) Negotiating Procedures
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Section 18 - Negotiations 18.2 Ambulance Units (Crown Agent) Negotiating Procedures
--

I. Purpose and Structure of the Division

- 1.1 The Ambulance Division consists of ambulance service/dispatch centres covered by the Ambulance Act of the Province of Ontario. These procedures apply to the BPS bargaining units in the Ambulance Division. Only OPSEU members in good standing may take part in the activities of the Division, although by law all employees in the bargaining units have legislated rights with respect to votes conducted under the Ontario Labour Relations Act.
- 1.2 The Division carries out its collective bargaining mandate through:
- (i) An Ambulance Bargaining Conference
 - (ii) bargaining unit demand set meetings
 - (iii) coordinated bargaining to the greatest extent possible
- 1.3 The Division also elects an Executive Committee, which has certain responsibilities for collective bargaining as set out in the procedures below. Other responsibilities of the Division Executive are outlined in the Bylaws of the Division.

Part A: Ambulance Bargaining Units

II Ambulance Bargaining Conference

- 2.1 At least every three years, the Division Executive, in consultation with the President and Union staff, shall convene an Ambulance Bargaining Conference. As there is no common expiry date throughout the sector, the Division Executive and Union staff will determine the most appropriate date for the conference.
- 2.2 The purposes of the Ambulance Bargaining Conference shall be:
- i) to promote the achievement and maintenance of the highest province-wide standards;
 - ii) to examine broadly-based issues that are relevant to the forthcoming round of negotiations;
 - iii) to develop themes for consideration at bargaining unit demand-setting meetings;
 - iv) to identify priority issues;
 - v) to discuss strategy around coordinated bargaining, and
 - vi) to provide guidance and recommendations to Division members for bargaining unit demand-setting meetings. Bargaining units will be free to add to the recommended options.
 - vii) to co-ordinate common expiry dates to the greatest extent possible
- 2.3 Each ambulance bargaining unit of the Division shall send delegates according to the following formula:
- Each ambulance bargaining unit in the Division shall be entitled to send two delegates to the Ambulance Bargaining Conference. Where the bargaining unit is a single-unit local the Local President (or in her/his absence, the Local Vice-President) shall be the automatic first delegate. For all other bargaining units, the highest ranking officer in the bargaining unit shall be the automatic first delegate. Where the bargaining team has been established, the second delegate shall be elected by the bargaining team. Where the

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bargaining team has not been established, the second delegate shall be elected by fifty per cent (50%) plus one (1) of the valid ballots cast at a general membership meeting of the unit.

Delegates shall be responsible for representing their bargaining unit at the Bargaining Conference and for communicating information back from the conference to the membership in their bargaining units.

Bargaining units may also elect observers to be sent to the Bargaining Conference, at the expense of their local. Observers shall have voice, but no vote and shall be identified separately from delegates and alternates.

- 2.4 Bargaining units may also elect alternates up to the number of delegates to which it is entitled. Attendance by alternates at the Bargaining Conference shall be at the expense of their local, except where they are replacing a delegate who is unable to attend. Alternates shall have voice but no vote, and shall be identified separately from delegates, unless the alternate is replacing a delegate in which case the alternate shall have full delegate status.
- 2.5 The Division Executive shall also be delegates in their own right, in addition to their delegate entitlement as determined by Article 2.3.
- 2.6 An Executive Board Member who is a member of the Division may attend with voice but no vote unless he or she is a delegate in his or her own right, by being a delegate from his or her bargaining unit or by being a member of the Division Executive.
- 2.7 Union staff, as assigned by the President, shall also participate with voice but no vote.
- 2.8 The Bargaining Conference shall be chaired by the Chair of the Division or designee.
- 2.9 The Division Executive, in consultation with Union staff, will develop material to be used by bargaining units to assist in demand and priority setting. Such material shall be presented to the delegates at the conference.
- 2.10 A report on the Bargaining Conference will be distributed to all Local Presidents/Highest Ranking in BPS units in the Division as soon as is practical and prior to the Bargaining Unit demand-setting meetings.

III Bargaining Unit Demand Setting

- 3.1 It is the responsibility of the ABC delegates and local officers to bring the results of the ABC before the members at the bargaining unit demand set meeting for their information and consideration.
- 3.2 All BPS bargaining units will adopt the province-wide common demands arising from the ABC as part of their demands.

IV Coordinated Bargaining

- 4.1 Bargaining teams of bargaining units with expiry dates in the same year will meet in advance of notice to bargain being given for the unit with the earliest expiry date, together with appropriate staff, and a member of the Division Executive, to discuss the

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demands, the background research supporting the demands, and to develop a common understanding on timing, communication, decision making and any other considerations relevant to a coordinated bargaining strategy.

- 4.2 If requested, a Division Executive representative will attend demand setting meetings to assist in explaining the common demands.
- 4.3 If further clarification of the coordinated bargaining goals or process is needed, the bargaining team and Staff Representative may invite a member of the Executive to attend a meeting.

Part B: Bargaining Units with Dispatch Membership

Dispatch Bargaining Conference

- 5.0 In recognition that the Ontario Public Service (OPS) is the primary comparator for Broader Public Service (BPS) dispatch units, a Dispatch Bargaining Conference shall be convened after the OPS Bargaining Conference, at an appropriate time determined by the Division Executive and Union staff.
- 5.1 The purpose of the Dispatch Bargaining Conference shall be:
 - i) to promote the achievement and maintenance of the highest province-wide standards;
 - ii) to examine broadly-based issues that are relevant to the forthcoming round of negotiations;
 - iii) to develop themes for consideration at bargaining unit demand-setting meetings;
 - iv) to identify priority issues;
 - v) to discuss strategy around coordinated bargaining;
 - vii) to provide guidance and recommendations to Division members for bargaining unit demand-setting meetings. Bargaining units will be free to add to the recommended options; and
 - viii) to co-ordinate common expiry dates to the greatest extent possible.
- 5.2.1 Each dispatch bargaining unit of the Division shall send two delegates to the Dispatch Bargaining Conference. Where the bargaining unit is a single-unit local the Local President (or in her/his absence, the Local Vice-President) shall be the automatic first delegate. For all other bargaining units, the highest ranking officer in the bargaining unit shall be the automatic first delegate. Where the bargaining team has been established, the second delegate shall be elected by the bargaining team. Where the bargaining team has not been established, the second delegate shall be elected by fifty per cent (50%) plus one (1) of the valid ballots cast at a general membership meeting of the unit.
- 5.2.2 In bargaining units with both ambulance and dispatch membership, the Local President (or in her/his absence, the Local Vice-President) shall be the automatic first delegate. If there are no dispatch members on the bargaining team or if the bargaining team has not been established, the second delegate being a dispatcher, shall be elected by fifty per cent (50%) plus one (1) of the valid ballots cast at a general membership meeting of the unit.

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- 5.2.3 Delegates shall be responsible for representing their bargaining unit at the Dispatch Bargaining Conference and for communicating information back from the meeting to the membership in their bargaining units.
- 5.2.4 The Chair of the Division and the Dispatch Director are automatic delegates to the Dispatch Bargaining Conference.
- 5.2.5 The two Ambulance Representatives on the Ministry Employer/Employee Relations Committee (MERC), and a member of the OPS team should he or she be an Ambulance Communications Officer, shall participate with voice but no vote.
- 5.2.6 Bargaining units may also elect observers to be sent to the Dispatch Bargaining Conference, at the expense of their local. Observers shall have voice, but no vote and shall be identified separately from delegates and alternates.
- 5.2.7 Bargaining units may also elect alternates up to the number of delegates to which it is entitled. Attendance by alternates at the Dispatch Bargaining Conference shall be at the expense of their local, except where they are replacing a delegate who is unable to attend. Alternates shall have voice but no vote, and shall be identified separately from delegates, unless the alternate is replacing a delegate in which case the alternate shall have full delegate status.
- 5.4 Union staff, as assigned by the President, shall also participate with voice but no vote.
- 5.5 The Dispatch Bargaining Conference shall be chaired by the Chair of the Division or designee.
- 5.6 The Division Executive, in consultation with Union staff, will develop material to be used by bargaining units to assist in demand and priority setting. Such material shall be presented to the delegates at the conference.
- 5.7 A report on the Dispatch Bargaining Conference will be distributed to all Local Presidents/Highest Ranking in BPS units with dispatch membership in the Division as soon as is practical and prior to the Bargaining Unit demand-setting meetings.

Bargaining Unit Demand Setting

- 6.0 It is the responsibility of the Dispatch Bargaining Conference delegates and local officers to bring the results of the Dispatch Bargaining Conference before the members at the bargaining unit demand set meeting for their information and consideration.
- 6.1 All bargaining units will adopt the province-wide common demands arising from the Dispatch Bargaining Conference as part of their demands.
- 6.2 If requested, the Dispatch Director or Chair of the Division will attend demand setting meetings to assist in explaining the common demands.
- 6.3 If further clarification of the coordinated bargaining goals or process is needed, the bargaining team and Staff Representative may invite the Dispatch Director or Chair of the Division to attend a meeting.
(Convention 2010, p. 47)

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Purpose and Structure of the Division

- 1.1 The CAAT Academic Division consists of the employees in the community college academic staff bargaining unit represented by OPSEU. Only OPSEU members in good standing may take part in the activities of the Division, although by law all employees in the unit have legislated rights with respect to votes conducted under the Colleges Collective Bargaining Act.
- 1.2 The Division is a ministry division, established by Article 21.2 of the OPSEU Constitution. It is funded by Head Office for the purpose of collective bargaining and matters arising from, or related to, collective bargaining. It exercises its mandate within the terms of Article 21.2.3 of the Constitution.
- 1.3 The Division elects a negotiating team which, in accordance with these procedures, negotiates collective agreements with the employer on behalf of the members.
- 1.4 The Division also elects a Divisional Executive (DIVEX), which has certain responsibilities for collective bargaining as set out in the procedures below. The other responsibilities of the DIVEX are outlined in the Bylaws of the Division.

The bylaws of the CAAT-Academic Division shall be interpreted as requiring election by majority vote to the Division Executive, its Officers and its subcommittees.

(October 23-24, 1991 B, p. 29)

Preparing for Negotiations -- The Pre-bargaining Conference

- 2.1 Before locals set their demands for the next round of negotiations, the President shall convene a Pre-Bargaining Conference (PBC).
- 2.2 The purpose of the PBC shall be to identify a number of broadly-based issues that are relevant to the forthcoming round of negotiations, examine them in some depth, and provide guidance and recommendations to local demand-setting meetings.
- 2.3 The agenda of the PBC shall be prepared jointly by the DIVEX and the administration of the Union. The DIVEX shall consult its committees and the previous negotiating team for their input. The Union administration shall involve the staff, for example in preparing background material, obtaining costings, booking the PBC and preparing kits for workshops.
- 2.4 The PBC shall be attended by delegates according to the formula laid down in Article 13.4 (a) of the Constitution. The local president (or on his/her absence, the local Vice-President) shall be the automatic first delegate. All other delegates shall be elected by a majority of the voting members at a local membership meeting.
- 2.5 Any member of the DIVEX who is not entitled to attend the PBC under Section 2.4 shall also be entitled to attend.
- 2.6 Union staff and Executive Board Members, as assigned by the President, shall also participate.
- 2.7 The PBC shall be chaired by the President or his/her designee.

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- 2.8 The PBC shall identify a maximum of 10 reasonably specific issues that it will recommend to the locals as priorities for their consideration in demand-setting. The various options shall be supported by background research and costing. Locals will be encouraged to choose from among the proposed options, while remaining free to add to or subtract from them.
- 2.9 The DIVEX shall also develop for consideration by the PBC an optional General Membership Survey (GMS) to be administered and tabulated by the locals prior to their local demand-setting meeting, if they so desire. The purpose of the GMS is to stimulate membership consideration of preferences and priorities, and help the members focus more clearly on the demands they will adopt at their demand-setting meeting.

Preparing for Negotiations -- Election of Negotiating Team

- 3.1 The delegates to the pre-bargaining conference shall then elect from among themselves, at large, a seven (7) member negotiating team. To be elected, each member must obtain a majority, with run-off votes if necessary.
- 3.2 Candidates for the team will be encouraged to declare themselves at the outset, thus allowing delegates to evaluate their abilities before the election is held. Nominations for the team will take place late in the first day, speeches and elections the following day.
- 3.3 Two (2) alternates shall also be elected, using the default method, i.e. the two highest runners-up in the election for the team shall be deemed to be first and second alternates, respectively. An alternate shall take part in negotiations only when replacing a regular team member who is permanently unable to continue. If necessary, the President shall decide if a team member is permanently unable to continue. If the member being replaced was chair or vice-chair of the team, the alternate shall not automatically assume that position.
- 3.4 The chair and vice-chair of the team shall be elected by and from the team members.
- 3.5 A staff negotiator and a staff researcher shall be assigned by the President to assist the team.

Preparing for Negotiations -- Local Demand-setting

- 4.1 Within one week after the PBC, a notice shall be sent to the president and next ranking officer of each local, requesting them to convene a local membership meeting to set demands and establish priorities for negotiations, and to elect delegates to the final demand-setting meeting.
- 4.2 With the notice there shall be an information kit, containing among other things:
 - a) a copy of these procedures;
 - b) the time frames for local and final demand-setting meetings;
 - c) the recommendations of the PBC;
 - d) the GMS forms (the use of which is optional); and
 - e) forms on which to record the local's official proposals (with supporting documentation).
- 4.3 Normally, proposals shall be presented in person by the members attending the local demand-setting meeting. However, proposals and supporting documentation may be submitted in writing, in advance, by members unable to attend.

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- 4.4 The duty of local leaders is to maximize ownership and participation by the members in the demand-setting process. They shall bring the PBC recommendations before the members for their information and consideration.
- 4.5 Locals are required to identify and rank their top 10 priorities, using the guidance provided by the PBC. The purpose of prioritization is to emphasize that there is a limit to the number of viable proposals, and that members must make meaningful choices when they set their demands. In summary, the demands should be (a) relatively specific, (b) relatively limited, and (c) ranked in order of importance.
- 4.6 The only proposals that will be considered official are those adopted by majority vote at the local demand-setting meeting (at which a quorum must be present -- see the Constitution, Article 29.8.2), entered on the appropriate forms, signed by two local officers to show they are the local's official proposals, and sent with supporting documentation to arrive at the Collective Bargaining Department at Head Office by the date specified in the information kit.
- 4.7 Locals that have carried out the GMS shall forward the results along with their local demands.

Preparing for Negotiations -- Election of Delegates

- 4.8 Following the setting of demands, the local meeting shall elect delegates to the final demand-setting meeting, according to the formula laid down in Article 13.4(a) of the Constitution. The local president (or in his/her absence, the local vice-president) shall be the automatic first delegate. All other delegates shall be elected by a majority of the voting members.
- 4.9 Each local is entitled to elect a maximum of one (1) alternate to attend the final demand-setting meeting, at the local's expense. Such alternate may attend as an observer, with no voice or vote, and will only participate (with voice and vote) when replacing a delegate who is permanently unable to continue.
- 4.10 Notwithstanding the provisions of Sections 4.8 and 4.9 with respect to the time and place of the election, locals may elect their delegate(s) and alternate in accordance with their approved local bylaws, or in the absence of bylaws, at other times and/or places which are in accordance with the Constitution.
- 4.11 The name, address, telephone numbers and S.I.N. of each delegate and alternate entitled or elected to attend the final demand-setting meeting shall be included with the local proposals sent to the regional office, to enable Head Office to provide sufficient accommodation, seating, documents and other information.
- 4.12 Even if a local does not submit demands, or the demands do not meet the rules, local delegates will not be disqualified from attending or voting at the final demand-setting meeting.
- 4.13 Members of the previous negotiating team Executive Board Members may attend the final demand-setting meeting as delegates only if entitled or elected as part of their local delegation. The members of current Divisional Executive and the current Negotiating Team are delegates in their own right with voice but no vote.

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Preparing for Negotiations -- Final Demand-setting

- 5.1 Only members who are qualified under Sections 4.8 to 4.13 above may attend the final demand-setting meeting. Union staff, as assigned by the President, shall also participate with voice but no vote.
- 5.2 Local demands that meet the requirements set out in Section 4.6 above shall be compiled into kits for the final demand-setting meeting. The kits, to be prepared by the DIVEX and union staff, shall contain among other things:
- a) the demands of each local, including its 10 top priorities; and
 - b) the results of any GMS held by a local.

The kits shall be mailed from Head Office so as to reach the delegates and alternates at least one week before the meeting.

- 5.3 A two-day final demand-setting meeting shall be held in Toronto on the weekend specified in the notice referred to in Section 4.2. It shall be chaired by the chair of the division, if a delegate of his/her local. If not, the divisional chair shall chair the meeting but without a vote.
- 5.4 The local priorities will be tallied, weighted and ranked in order of importance. The tally will serve as the agenda and establish the order for discussion and debate. Demands will be set, based on the issues set forth in the tally. After the demands are set, they will be prioritized using a weighted balloting system (1 to 10).
- 5.5 The Chair shall allocate the time of the meeting to ensure, as far as possible, that all proposals are discussed and dealt with. Decisions shall be taken by majority vote. Consistent with the rule at local demand-setting, only those proposals adopted by the final demand-setting meeting will be presented to the employer. However, this does not preclude the team from responding to employer initiatives or to changes in legislation.

The Negotiating Process

- 6.1 By virtue of its election mandate, the negotiating team has the authority and responsibility to negotiate a collective agreement that as nearly as possible achieves the bargaining goals and priorities set by the members through the demand-setting process.
- 6.2 The team is at all times accountable to the membership. While the give-and-take of bargaining is necessarily confidential, the team shall develop an effective communications strategy so that local officers and members will be able to understand and identify with the process. This strategy shall, at a minimum, encompass the following principles and methods:
- 6.2.1 Principles:
- a) introducing the team and staff, and outlining their qualifications.
 - b) explaining the bargaining process and rationale for major strategic decisions.
 - d) detailing the union proposals, with rationale.
 - e) identifying and explaining the employer's demands.
 - f) explaining difficult issues as negotiations progress.
 - g) conveying key changes in position by either side.

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6.2.2 Methods:

- a) factual written communications to all members.
- b) factual written and verbal communication with local presidents and executives.
- c) face-to-face meetings with locals.
- d) liaison with print and electronic media, by geographic region.
- e) liaison with constituencies outside the membership.

6.3 Because of their closer and more frequent contact with the team, local officers share the responsibility of communicating with their membership and furthering an understanding of the demands, the process and the decisions that the members will be called upon to make.

6.4 The chair of the team (or, in the chair's absence, the vice-chair) shall:

- a) chair all meetings of the team and provide team leadership;
- b) with the assistance of the team and assigned staff, draft negotiations bulletins, which shall be submitted to the Communications Department for final preparation and to the President for authorization. In accordance with union policy, one bulletin may be mailed to all members at the beginning of negotiations and another at the end. Other bulletins shall be sent to local presidents for distribution to the members;
- c) explain allowable expenses and countersign team expense claims in accordance with union policies;
- d) in emergency situations, using discretion, provide food, refreshments and incidentals for the team during negotiating sessions, such expenses to be accompanied by receipts.

6.5 The assigned staff members shall attend all meetings of the team, with voice but no vote.

6.6 Decisions of the team shall be taken in as informal and consensual a manner as possible. However, where consensus cannot be achieved, and after all team members have had an opportunity to express their views, the team shall decide the matter by vote.

6.7 The team is governed by the union's policy on Solidarity and Dissent. Team members shall maintain public solidarity while bargaining is in progress. However, a member who dissents from a proposed collective agreement shall have the right to include a written dissent in the negotiations bulletin that explains and recommends the settlement to the members.

When Negotiations Break Down

7.1 If bargaining breaks down, the team shall continue to keep local officers and members fully informed, in accordance with the principles and methods of communication outlined in Section 6.2 above.

7.2 The timing of a membership vote on the employer's final offer is a strategic decision for the team, which shall nevertheless communicate clearly and in detail to the membership the offer being voted on, prior to such vote. The members shall also be advised of the implications of their vote in terms of renewed negotiations, possible strike vote, etc.

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- 7.3 The majority required to confer a strike mandate is a majority (more than 50%) of the members of the bargaining unit who cast valid ballots.
- 7.4 At the time of a strike vote, the team shall inform the membership of the terms of the current employer offer. The team shall advise the members that if a strike mandate is given, the team has the authority to decide if and when a strike shall be called.
- 7.5 Following an affirmative strike vote, there shall be a meeting of the team and the local presidents for consultation and advice on future action, including the possibility of renewed bargaining, the setting of a strike date, or alternatives to a strike. Following such meeting, the members shall continue to be kept fully informed.
- 7.6 In the event that a strike is called, the strike shall be administered in accordance with the Union's Strike Policy.

Ratification of Settlement

- 8.1 When a tentative settlement is reached, there shall be a meeting of the team and the local presidents to explain the settlement prior to a ratification vote by the members.
- 8.2 The tentative settlement shall be placed before the bargaining unit for ratification in accordance with the Colleges Collective Bargaining Act. If ratified, the resulting collective agreement shall be signed by the negotiating team and the President of the Union.
(December 5-7, 1990 B, p.18)

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Purpose and Structure of the Division

- 1.1 The CAAT Support Division consists of the employees in the community college support staff bargaining unit(s) represented by OPSEU. Only OPSEU members in good standing may take part in the activities of the Division, although by law all employees in the unit may vote on collective agreements negotiated for them by the Union.
- 1.2 The Division is a ministry division, established by Article 21.2 of the OPSEU constitution. It is funded by Head Office for the purpose of collective bargaining and matters arising from, or related to, collective bargaining. It exercises its mandate within the terms of Article 21.2.3 of the Constitution.
- 1.3 The Division is a bilingual division, representing members at Anglophone and Francophone colleges. All communications distributed in writing to divisional delegates at or in preparation for provincial meetings shall be made simultaneously available in English and French.
- 1.4 The Division carries out its mandate through:
 - (a) local demand-setting meetings
 - (b) final demand-setting meetings of local delegates
 - (c) a negotiating team/EERC (hereinafter referred to as the “Team/EERC”), elected at each Pre-bargaining Conference.
 - (d) a DIVEX Committee elected at each final demand-setting meeting.
 - (e) standing committees, elected at each final demand-setting meeting and responsible to the membership through the DIVEX
 - (f) any other meeting of the division
- 1.5 The Team shall act as a negotiating team with respect to all matters arising out of the collective agreement with the employer. The EERC shall act with respect to all matters arising out of the collective agreement during its term, and other matters affecting the bargaining interests of the members.
- 1.6 The DIVEX shall act on behalf of the division in representing its goals and objectives in responding to workplace cutbacks, pension changes, legislative changes, organizing campaigns, etc. Its decisions and actions in its role as the DIVEX shall be subject to direction or approval by the delegates to divisional meetings.
- 1.7 A vacancy in the chairperson position shall be filled by the vice-chair. A vice-chair vacancy shall be filled by a majority vote of the committee members. Vacancies on the committee shall be filled by alternates in sequential order.

That “Where no alternate exist to fill the vacancy, the DIVEX will appoint a member to the position until:

- a) A regularly scheduled Divisional meeting is held, or;

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- b) An emergency Colleges of Applied Arts and Technology Support meeting can be held where delegates for a Colleges of Applied Arts and Technology Support meeting are already in attendance, all elections at the emergency meeting shall be governed as set out under Sections 6.2-6.5
- 1.8 If a committee member is absent for or plans to be absent during the term of office, alternates shall be called upon to fill such absences temporarily in ranking order, where reasonable notice is given.

The Pre-Bargaining Conference (PBC)

- 2.1 Prior to the official notification to bargain a new Collective Agreement being given, the outgoing Team/EERC, in consultation with the President, shall convene a Pre-Bargaining conference (PBC).
- 2.2 Each local of the division shall send delegates according to the formula laid down in Article 13.4(a) of the constitution. The local president (or in his/her absence, the next highest ranking officer) shall be the automatic first delegate. All other delegates shall be elected by a clear majority of the members voting at a general membership meeting of the local. In a composite local, only members from the CAAT Support unit are entitled to be delegates and where neither the local president nor vice-president of a local is from CAAT Support, the automatic first delegate shall be the highest-ranking CAAT Support person elected, and should no officers exist, then the LEC will hold an election to determine the ranking.

Delegates shall be responsible for representing their local during the entire bargaining process, including responsibility for reading, reviewing, summarizing and communicating bargaining information at the local level.

- 2.3 Each local shall also elect alternates up to the number of delegates to which it is entitled and may send observers up to the number of delegates to which it is entitled. Attendance by alternates/observers at the PBC shall be at the expense of their local, except where an alternate is replacing a delegate who is unable to attend. They shall have voice but no vote, and shall be identified separately from the delegates (unless the alternate is replacing a delegate in which case the alternate will then have full delegate status).

The delegates and alternates to the Pre-Bargaining Conference and the Final Demand Setting meeting, except in extenuating circumstances, shall be the same delegates/alternates for both meetings.

- 2.4 The Team/EERC and DIVEX shall also be delegates in their own right, in addition to their local delegate entitlement as determined by Art. 13.4(a) of the Constitution.
- 2.5 Union staff, as assigned by the President, shall also participate with voice but no vote.
- 2.6 The purpose of the PBC shall be to examine in depth a number of broadly-based issues that are relevant to the forthcoming round of negotiations, develop themes for consideration at local demand-setting meetings, and, generally, give guidance and a sense of direction to the delegates.
- 2.7 An Executive Board member who is a member of the CAAT Support Division may attend with voice but no vote unless he/she is a delegate in his/her own right by virtue of being a delegate from his/her local or is a member of the Team/EERC or DIVEX.

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- 2.8 The PBC shall be chaired by the President of the Union or his/her designee.
- 2.9 The delegates shall elect (in accordance with Article 6) members and alternates to the Team/EERC: Seven (7) to be elected to the Team, one of whom shall be elected by the delegates to be chairperson, and one to be elected as vice-chair. Five (5) shall be elected by the delegates to form the Employee/Employer Relations Committee (EERC). The terms of reference for the EERC shall be as negotiated between the Union and the employer.

The two (2) elected Team members not elected as members of the EERC shall be the automatic first and second alternates, if they choose to stand for election as alternates.

Local Demand-Setting

- 3.1 Following the PBC, the president and next ranking officer, or the highest ranking CAAT Support person from a composite local, shall be notified to convene a local membership meeting for the purpose of setting bargaining proposals and establishing priorities.
- 3.2 With that notice there shall be an information kit, written in plain language and containing, among other things: - a copy of these procedures; - instructions on how and when to hold the meetings; background information on the economic and political context of the forthcoming negotiations, as appropriate; forms on which to record proposals (with supporting documentation); a summary of the recommendations from the PBC; Delegate/alternate credentials
- 3.3 If the Local's delegate(s) to the PBC are not among the two top local officers mentioned in 3.1 above, such delegate(s) shall also receive a copy of the kit. It is the responsibility of the delegate(s) and local officers to bring the results of the PBC before the members at the local demand-setting meeting for their information and consideration.
- 3.4 Normally, proposals shall be presented in person by the members attending the local demand-setting meeting. However, proposals and supporting documentation may be submitted in writing, to the Chair of the meeting, in advance, by members unable to attend.
- 3.5 The only proposals that will be considered official are those that are adopted by majority vote of the local membership meeting, entered on the appropriate forms, signed by two local officers to show they are the local's official proposals, and sent with supporting documentation to arrive at the Collective Bargaining Department at OPSEU Head Office by a date to be determined by the Team/EERC and the Collective Bargaining Department.
- 3.6 Delegate/Alternate credentials for those attending the final demand-setting meeting shall be included with the proposals sent to Head Office to provide sufficient accommodation, seating, documents and other materials for the delegates and alternates.

Committee Proposals

- 4.1 The DIVEX Committee, Team/EERC and all other standing committees elected by the Division may also submit bargaining proposals provided that the proposals are adopted by majority vote at a Committee meeting where there is a quorum of members present, entered on the appropriate forms, signed by two committee members including the chair or vice chair to show they are the committee's official proposals, and sent with supporting documentation to arrive at the Collective

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Bargaining Department at OPSEU Head Office by a date to be determined by the team/EERC and the Collective Bargaining Department.

- 4.2 The Team/EERC may also accept proposals from Standing Committees elected by the Division after the date determined by the Team/EERC and the Collective Bargaining Department, provided such proposals concern events or issues that were unforeseen prior to this date and critical to the union's representation of the Division.

Final Demand-Setting

- 5.1 Bargaining proposals that meet the requirements set out in 3.5 above shall be compiled into kits for the final demand-setting meeting. The kits shall be prepared with input from the current Team/EERC and from union staff, and may include recommendations. Head Office shall endeavour to mail out the kits so that they will reach the delegates at least one (1) week before the meeting.
- 5.2 Notice to bargain shall be given to the employer as provided by law.
- 5.3 On a weekend determined by the Team/EERC, a final demand-setting meeting shall be convened. A proposed agenda shall be developed by the Team/EERC and voted on by the delegates at the start of the meeting.
- 5.4 The delegates shall discuss and adopt their final demands. For the purpose of group discussion, a staff member shall be permitted to guide the discussion.
- 5.5 An Executive Board Member or Mobilizer who is a member of the CAAT Support Division may attend with voice but no vote unless he/she is a delegate in his/her own right by virtue of being a delegate from his/her local or is a member of the Team/EERC, DivEx and shall be included in the mailout.
(Convention May 6-9, 2015)
- 5.6 The delegates shall elect members and alternates to the following standing committees:

- a) Joint Insurance Committee (JIC)
Four (4) to be elected, one of whom shall be elected by the delegates to be chairperson and one of whom shall be elected as vice-chair. The terms of reference for the JIC shall be negotiated between the Union and the employer.
- b) CAAT Pension Plan Representatives
Two (2) trustees and one (1) sponsor to be elected.

If an elected Trustee or Sponsor of the CAAT Pension Plan knows that they are planning on terminating or retiring from employment with the college and therefore their elected position with the CAAT Pension Plan, they will notify their Divisional Executive representative and the OPSEU staff person assigned to the plan preferably up to one year prior to, and that OPSEU staff person will notify the 1st Alternate and arrange for them to be invited and included as an Observer for any meetings prior to the scheduled departure of the elected Trustee or Sponsor and that OPSEU will include all Alternates of the CAAT Pension Plan in education that is provided by the Union to allow Alternates the opportunity to gain knowledge and information about information about their potential

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responsibilities.

(Convention May 6-9, 2015)

- c) Grievance Scheduling Committee (GSC)
Three (3) to be elected, one of whom shall be elected by the delegates to be chairperson and one to be elected as vice-chair. The terms of reference for the GSC shall be as negotiated between the Union and the employer.
- d) Joint Classification Committee (JCC)
Four (4) to be elected, one of whom shall be elected by the delegates to be chairperson and one to be elected as vice-chair. The terms of reference for the JCC shall be as negotiated between the Union and the employer.
- e) Divisional Executive (DIVEX)
Five (5) to be elected. Three (3) shall be elected from the committees as follows. That is, the team/EERC (1); the Joint Insurance Committee and CAAT Pension Plan Representatives (1); the Grievance Scheduling Committee and Joint Classification Committee (1). There shall be two (2) remaining members elected at large. In the event that any of the DIVEX positions allocated to the committees remains unfilled, those positions shall also be elected at large. The delegates shall then elect from among the five (5) persons on the DIVEX, a chair person and a vice chair-person.

- 5.7 Immediately following the elections of the standing committees, the Delegates shall elect 4 mobilizers for the term of the bargaining process in the following manner;
Region 1 and 2 Delegates shall nominate and elect one mobilizer and one alternate mobilizer;
Region 3 and 4 Delegates shall nominate and elect one mobilizer and one alternate mobilizer
Region 5 Delegates shall nominate and elect one mobilizer and one alternate mobilizer
Region 6 and 7 Delegates shall nominate and elect one mobilizer and one alternate mobilizer.
(Convention May 6-9, 2015)

Elections, Quorum, Majority and Plurality

- 6.1 The quorum for all provincial meetings referred to in these procedures shall be fifty (50%) per cent of the delegates who have registered for the meeting in question, in accordance with Convention procedures.
- 6.2 All standing committee members, chairs and vice chairs shall be elected by a majority (more than fifty per cent) of those present and voting, except for the automatic delegates as per Article 2.2. DIVEX committee and standing committee alternates shall be elected on the basis of plurality and ranked accordingly.
- 6.3 For any local demand-setting and/or CAAT Support unit membership meeting the quorum shall be as per the Constitution.
- 6.4 Any member in good standing may stand for election to the Team/EERC, DIVEX or any standing committee regardless of whether or not he/she is a delegate to the Pre Bargaining Conference and Final Demand set provided there is a nomination received in writing. The nomination must state the name of the committee for which the nominee is standing, the position for which the nominee is standing, and the nominee's agreement to stand for that position, and must be signed and dated by both the nominator and the nominee and in the hands of the person chairing the meeting prior

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to the election taking place. Nominations for all committees may also be made from the floor. A nominee who is ineligible/unable to attend the meeting shall remain eligible to be a candidate provided that he or she follows the nomination procedure above.

- 6.5 At the Pre-Bargaining Conference and prior to the nominations, the Delegates will be asked to contribute questions for the committee being elected. The questions shall be put in a box. After the nominations, the nominee will be given up to three (3) minutes to address the Delegates through a speech. They will then draw a question from the box and have one (1) minute to answer the question. The question will be dropped back into the box for random redrawing by other nominees.
- Nominees not in attendance at the Pre-Bargaining Conference or Final Demand Set Meeting shall be given up to three (3) minutes for their nominator to address the Delegates about their candidacy prior to candidates in attendance at the meeting addressing the delegates.
- (Convention May 6-9, 2015)

Negotiations

- 7.1 The chairperson (or in the chairperson's absence, the vice chairperson) of the Team shall:
- a) chair all meetings of the team and meetings of the mobilizers;
(Convention May 6-9, 2015)
 - b) draft negotiation reports with the team and the staff negotiator to be sent to all members of the bargaining unit during negotiations. Such reports shall be submitted to the Communications Department for final preparation. Negotiation reports require the signature of the Chairperson and authorization by the President of the Union;
 - c) be responsible for the orderly conduct and discipline of the team and mobilizers;
(Convention May 6-9, 2015)
 - d) explain allowable expense claims for the Team and mobilizers in light of Union policies;
(Convention May 6-9, 2015)
 - e) countersign team expense forms for submission to the First Vice-President/Treasurer of the Union for approval;
 - f) in emergency situations, using discretion, provide food, refreshments and incidentals for the team during negotiation sessions (such expenses to be accompanied by receipts);
 - g) not make a decision regarding the employer's offer without a vote of the team.
- 7.2 The staff negotiator may lead the group's discussions while the Team is in caucus.
- 7.3 Members of staff assigned to negotiations may attend all official meetings of the team.
- 7.4 Any contract negotiated with the employer in the name of the Union shall be ratified in accordance with the Colleges Collective Bargaining Act, and signed by the President of the Union.

Divisional Meetings

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- 8.1 The Division shall be entitled to one (1) meeting of delegates per year. (Delegate entitlement shall be as per 2.2, 2.3, and 2.4 above.) When a multi-year agreement is negotiated, there would be a division meeting only in the year or years which did not immediately precede a return to the bargaining table (for example, in one two-year agreement there would be a Division meeting in year one and a PBC/Division meeting in year two). In addition to the matters to be discussed by the PBC or final demand-setting meeting (as the case may be), the agenda may include items brought forward by the Team/EERC as per its mandate under 1.4 above. A separate divisional meeting may be called by the Team or DIVEX to be held in conjunction with the PBC or demand-setting meeting.

General Protocol and Team Conduct

All members of the bargaining team are reminded that they represent the Union and the membership while at the table with the employer, and are expected to govern themselves accordingly at all times.

Unless otherwise agreed, the staff negotiator speaks on behalf of the Team during negotiating sessions with the employer.

Solidarity and Dissent

- a) As a general rule the Executive Board endorses the principle that a bargaining committee should resolve its differences internally and act in accordance with the principle of solidarity.
- b) The Executive Board endorses the view that the elected President/Treasurer of the Union, support any bargaining team and that team's recommendation to the membership.
- c) The Executive Board further states that no member of the Executive Board may publicly oppose or encourage the opponents of a bargaining team's recommendations, except as pertains to-his/her own contract.
- d) An elected bargaining committee will have full use of the Union's resources in campaigning on behalf of its recommendations to the membership on approval by the President and/or Executive Board.
- e) No member of a bargaining team who signs a memorandum of agreement may under any circumstances oppose that memorandum in whole, or in part.
- f) No facility, monies or staff of the central Union shall in any way be used by, or made available to persons disagreeing with the recommendations of a bargaining team. This constraint does not apply to Locals, which are free to use their resources to engage fully in debate on a proposed collective agreement, and which shall be given, upon request, a mailing list of all members in the bargaining category.
- g) Debate on the merits of a proposed agreement shall not include attacks on personalities. This applies to: OPSEU News, written and verbal presentations of both bargaining teams and those opposing a team's position.

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- h) The report of the negotiating team shall allow for a dissenting report from one or more members of the team so that the membership can constructively decide the merits of a contract, having been given all information and opinions.
- i) Once elected, the members of a bargaining team may be removed by their electors.

EXPLANATORY NOTE: The principles of the General Protocol and Team Conduct rules, above apply equally to all committees, the necessary changes being made.

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Local Demand Setting

- 1.1 The President of the Local shall be notified by Collective Bargaining to convene a local membership meeting for the purpose of setting bargaining proposals.
- 1.2 Proposals shall be presented in person by members attending the local demand setting meeting. Members who must drive more than thirty (30) kilometres one way to attend the meeting shall be paid the kilometrage allowance in conformity with the Executive Board policy. Any exceptions for Regions 6 and 7 shall be dealt with on a case-by-case basis by Collective Bargaining.
- 1.3 Each local shall elect two (2) delegates to attend the provincial final Demand Set. The name, address, telephone numbers and SIN of each delegate elected to attend the final Demand Set shall be included with the proposals and sent to Head Office by the date determined by the Collective Bargaining department.
- 1.4 Meetings shall be held at 12:00 noon (except for head office, laboratories, and Regions 6 and 7) at locations to be determined by the local. No wages nor lost time will be paid for local demand sets. A lunch will be provided by attending members.
- 1.5 The only proposals that will be considered official are those adopted by a majority vote of the local membership meeting, entered on the appropriate forms, signed by the Local President. All proposals and related documents shall be sent to the regional office.

Final Demand Setting

- 2.1 Delegates to the Final Demand Set shall discuss and adopt their demands. For the purpose of group discussion, the assigned staff members shall guide the discussion. Staff as assigned by the President shall also participate, with voice but no vote.
- 2.2 Delegates shall elect a six (6) person provincial Bargaining Committee and two (2) alternates.
- 2.3 Delegates shall also elect a five (5) person provincial EERC/Health and Safety Committee and two (2) alternates. This committee will select a Chair from itself.
- 2.4 Alternates shall attend provincial committee meetings only if a regular member is permanently unable to continue.
- 2.5 Delegates shall also elect a two (2) person provincial Car Committee.

Provincial Bargaining Committee

- 3.1 The provincial Bargaining Committee shall be charged with negotiating the collective agreement with the employer. It shall act as a provincial executive for the unit with respect to all matters arising out of the collective agreement during its term, and other matters affecting the bargaining interests of the members, such as cutbacks, pensions, layoffs, etc. Its decisions and actions in its role as provincial executive shall be subject to the direction or approval by the delegates to the provincial Demand Set.

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3.2 The Bargaining Committee shall select a Chair and Vice Chair from amongst its members.

Quorum and Majority

4.1 For all provincial meetings a quorum shall be 50% of registered delegates.

4.2 All delegates and committee members shall be elected by a simple majority of those present and voting.
(September 16-18, 1992, B, p.19; April 28-30, 1994 C, p. 8)

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1 Bargaining Better Contracts:

OPSEU's OPS bargaining procedures

- 1.1. OPSEU's fundamental goal in collective bargaining is to improve the wages and working conditions of its members.
- 1.2. Collective bargaining is a continuous cycle with three main (and overlapping) phases. The enforcement phase is continuous. The demand-setting phase occurs in the year prior to negotiations. The negotiations phase extends from the election of the bargaining teams to the final signing of the ratified collective agreement. The purpose of these Ontario Public Service (OPS) bargaining procedures is to guide members by providing clear goals, roles, and rules for each phase of the cycle.
- 1.3. These procedures apply to all members in all bargaining categories in the OPS.

2. Roles and Structures

2.1. The members

The power to set the union's overall bargaining agenda rests with the members at the local level. All members are expected to participate actively, through their local, in all phases of the bargaining cycle.

2.2 The locals

Locals with members in the OPS are responsible for ensuring that all members participate in each phase of the bargaining cycle. This includes members in all bargaining units in the local regardless of job status¹.

2.3 The Bargaining Teams

- 2.3.1. OPSEU members in the OPS are represented in the negotiations phase by two elected bargaining teams: the Central/Unified team, and the Corrections team.
- 2.3.2. The Central/Unified team bargains central issues for all members of all OPS bargaining categories. These include, but are not limited to, pensions, classification systems, employment equity, and pay equity.
- 2.3.3. The Central/Unified team bargains category issues, such as wages, for these categories: Administrative; Institutional and Health Care; Office Administration; and Technical/Operational and Maintenance. The Corrections team bargains category issues for the Corrections category.
- 2.3.4. To be elected to an OPS bargaining team, a member must have been an OPSEU steward or a member of a MERC/LERC/RERC/H&S committee for at least six months prior to his or her election.

¹ The five bargaining units (commonly referred to as "categories") are Administrative, Correctional, Institutional and Health Care, Office Administration, and Technical/Operational and Maintenance. "Job status" means members' status as full time classified, regular part time classified, flexible part time, full time fixed term, part time fixed term, seasonal or student workers.

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- 2.3.5. The Central/Unified team shall consist of 15 OPS members, elected as follows:
- one member elected to represent each OPSEU region;
 - one member elected to represent each of these categories: Administrative; Corrections; Institutional and Health Care; and Technical/Operational and Maintenance;
 - two members elected to represent the Office Administration category;
 - one member elected to represent fixed term members;
 - one member elected by and from the Central Enforcement and Renewal Committee.
- 2.3.6. The Corrections team shall consist of seven members, with one member elected to represent each OPSEU region.
- 2.3.7. The president of OPSEU or his or her designee is recognized as a member of all bargaining teams and shall participate in bargaining when necessary.
- 2.3.8. The Central/Unified team will elect, from among its members, a chair and a vice-chair. The Corrections team will elect, from among its members, a chair and a vice-chair.
- 2.3.9. The Central/Unified team chair and the Corrections team chair shall:
- chair all meetings of the team;
 - authorize (along with the president of OPSEU) all reports on negotiations from the team to the members; and
 - be responsible for the orderly conduct and discipline of the team.
- 2.3.10 To assist the fixed term representative(s) on the Central/Unified team, a working group of fixed term members shall be formed. The group shall include elected regional fixed term representatives, who shall foster communication between fixed term members and the bargaining team and help mobilize fixed term members in support of the team. The OPS negotiations budget shall provide adequate funds for the effective mobilization of fixed term members.
- 2.3.11 Elected alternates only sit on bargaining teams if the regular member is permanently unable to continue or (in the case of a Corrections team member) is elected to the Central/Unified bargaining team. The same rule applies to the replacement of the first alternate by the second and the second by the third. If the member being replaced was the chair or vice-chair of a team, the alternate does not automatically assume that position.
- 2.4. The Area Co-ordinating Groups (ACGs)**
- 2.4.1. During the negotiations phase, locals within a geographical area shall work together to support each other and the bargaining teams throughout the bargaining process. Locals shall form "Area Coordinating Groups" (also known as "clusters") to do this work.
- 2.4.2. Each ACG shall consist of bargaining team alternates and OPS local presidents (or their designees) from the area, and the Executive Board Members from the region.
- 2.4.3. Assigned staff and Executive Board Members from the region shall provide help, support, and direction to the ACGs as needed.

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- 2.4.4. ACGs will work with the Provincial Coordinating Group to ensure fast, accurate, two-way communication between local mobilizing committees and the bargaining teams.
- 2.4.5. During the enforcement phase, ACGs may also be called on to assist with enforcement campaigns led by the Central Enforcement and Renewal Committee.

2.5. The Provincial Coordinating Group (PCG)

- 2.5.1. During the negotiations phase, the president shall establish a Provincial Coordinating Group to coordinate member mobilization in support of the bargaining teams. The PCG will be established after the teams have been elected but no later than after one negotiating session between the union and the employer.
- 2.5.2. The PCG is responsible for providing overall strategic direction and making decisions regarding mobilizing and around member activities during the negotiations phase. The PCG will be made up of:
 - a) The President and First Vice-President/Treasurer of OPSEU;
 - b) The chairs and vice-chairs of the bargaining teams;
 - c) Staff and additional members as assigned; and
 - d) Executive Board Members as assigned.
- 2.5.3. The PCG shall be chaired by the president of OPSEU or his or her designee.
- 2.5.4. The chairs of the Central/Unified team or the Corrections team will have the authority to call a meeting of the PCG at any time during the negotiations phase. Neither chair shall have the authority to veto a meeting once called.

2.6. The Enforcement and Renewal Committees

- 2.6.1. Improving the wages and working conditions of members is not limited to the negotiation of new collective agreements. Contract enforcement is a vital part of the union's work. In addition, issues may arise that are not covered by the collective agreement, e.g., shift schedules, local details of compressed work week arrangements, and so on. It is the job of OPSEU's Enforcement and Renewal Committees to enforce the collective agreement, help identify needed improvements, and negotiate with the employer on issues outside the scope of the existing contract.
- 2.6.2. In negotiations with the employer, Enforcement and Renewal Committees may not propose or agree to any measures that conflict with the collective agreement.
- 2.6.3. The CERC is recognized as the central leadership group for members in the OPS bargaining unit. Notwithstanding this, the CERC shall take direction from the bargaining teams on issues relating to contract negotiations during the negotiations phase.
- 2.6.4. The role of ERCs is further discussed in Article 16 of the OPS collective agreement, where they are referred to as "Employee Relations Committees."

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3. The Bargaining Timeline

3.1. Introduction

- 3.1.1. As a general goal, OPSEU bargaining teams shall work to achieve a new collective agreement prior to the expiry of the existing one.
- 3.1.2. During demand setting and negotiations, OPSEU members and staff shall follow the steps outlined in the OPS bargaining timeline (Appendix 1). Where employer actions affect this timeline, staff and bargaining teams shall use their discretion to achieve the goals set out in these procedures.
- 3.1.3. Enforcement of the collective agreement is an ongoing union activity. It happens prior to, during, and after the demand-setting and negotiations phases of the bargaining cycle.
- 3.1.4. Prior to the start of demand setting, all OPS locals shall conduct a canvass of all worksites to record the number of members in each, the type of service provided to the public, the job status of members, the number of new members, the number of grievances filed in the worksite, and other information that may aid in the negotiation of the new contract.

3.2. Preparation for demand setting

- 3.2.1. At least twelve months before the contract expires, OPSEU provincial committees and staff shall provide their written input, to the Research unit, on issues needing resolution in the upcoming round of bargaining.
- 3.2.2. At least ten months before the contract expires, OPSEU Research and Communications staff shall prepare a report on the bargaining climate and key contract enforcement issues, as well as a demand setting survey for use by the locals.
- 3.2.3. The purpose of demand setting is to enable members to set the union's priorities for the new collective agreement. No later than seven months before the contract expires, the chair of the Central Enforcement and Renewal Committee and the president of OPSEU shall write to OPS locals to instruct them to conduct a survey of their membership and hold a demand setting meeting. The report on the bargaining climate and key contract enforcement issues (Article 3.2.2.) and the demand setting survey (Article 3.2.3.) shall accompany the letter.
- 3.2.4. Where required, OPSEU Local Servicing Representatives shall provide demand setting training to locals.

3.3. The Demand Setting Survey and the Local Demand Setting Meeting

- 3.3.1. At least ten months before the contract expires, locals shall distribute to every member information about the demand setting survey and official notice of the local demand setting meeting. Local stewards, supported by their Local Servicing Representative (LSR), shall meet with members to discuss bargaining issues and help members complete the survey. Local survey results shall be tabulated and distributed by OPSEU Head Office staff to the locals along with the provincial survey results by the beginning of the ninth month before the contract expires.

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- 3.3.2. Nine to eight months before the contract expires, each local with OPS members shall hold an OPS demand setting meeting. Should members of a local be on a regular seasonal and/or short-term layoff during the period set out above such local may instead hold its OPS demand setting meeting during the two weeks immediately before the implementation of such regular temporary layoff(s). This exception is applicable only when members commence their regular temporary lay-off(s) during the thirty days prior to the normal demand setting meeting period. The union will provide locals with a copy of the OPS bargaining procedures, meeting facilitation notes, report-back forms, Special Case Wage Adjustment forms, instructions on how to elect delegates to the Regional Bargaining Conference, and local mobilizing committee information. LSRs shall assist locals to ensure the demand setting meetings are well attended and effectively run.
- 3.3.3. Quorum for local demand setting meetings shall be as specified in Article 29.8.2 of the OPSEU Constitution, based on the number of OPS members in the local. No quorum is required for the category meetings described in Article 3.3.5. Lack of quorum does not preclude holding delegate and alternate elections.
- 3.3.4. At the local demand setting meeting, the local shall first meet as a whole for a general discussion of the bargaining environment and union issues for bargaining. The local shall present a summary report of the results of the local demand setting survey.
- 3.3.5. The meeting shall then break into bargaining categories, each of which shall:
- a) Discuss category issues, including wages and special case wage adjustments;
 - b) Set bargaining priorities; and
 - c) Elect delegates and alternates to represent the category at the regional bargaining conference, according to the convention formula, except that the local president is not an automatic delegate from his or her category.
- 3.3.6. Members wishing to stand for election who are unable to attend the meeting must provide a signed letter confirming their willingness to stand. A copy of such letter must be included with the local minutes.
- 3.3.7. All delegates must be elected by a majority (more than 50 per cent of those voting), with runoff ballots if necessary.
- 3.3.8. Alternates must be elected separately from delegates. Alternates may be elected by plurality in a single ballot. Where a category is entitled to more than one alternate, they shall be ranked according to the number of votes received.
- 3.3.9. All OPS members in good standing have equal rights to run for election as delegates and alternates.
- 3.3.10. Following the category meetings, the local shall reconvene as a whole to:
- a) Present prioritized category demands, special cases, and election results; and
 - b) Identify central issue demands and set priorities.
- 3.3.11. In addition to the local's regular entitlement, the fixed term members in every local shall elect one of their number as a delegate to attend the Regional Bargaining Conference. They shall also elect one alternate.
- 3.3.12. Normally, demands for consideration at the demand setting meeting shall be presented in person by the members. However, proposals may be submitted in writing, in advance, by members unable to attend.

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- 3.3.13. Within two working days after the local demand setting meeting, locals shall forward their demands, including special case wage adjustment demands, to their OPSEU regional office. Demands will only be considered official if they are adopted by the local, signed by two officers of the local, and accompanied by the minutes of the demand setting meeting. Minutes must be signed by two officers of the local to be official.
- 3.3.14. Regional office staff will vet local and special case demands to ensure that they meet these conditions. Regional office staff will date-stamp the special case wage adjustment proposals and forward them immediately to the Research unit.
- 3.3.15. Locals shall record the name, OPSEU ID number, mailing address, telephone numbers, e-mail address, fax number, and category of each elected delegate and alternate. This information shall be forwarded immediately to the OPSEU regional office along with the local demands.
- 3.3.16. Regional office staff shall be responsible for entering and organizing the demands into an electronic format provided by the Research unit. No later than two weeks after the last local demand setting meeting, all materials (electronic and original paper copies of demands from the locals) shall then be sent to the Research unit. The Research unit will then tabulate the regional demand information and present it to the bargaining teams, along with a priority summary, within the following two weeks.
- 3.4. **Regional Bargaining Conferences**
- 3.4.1. Regional Bargaining Conferences shall be held in each OPSEU region on the Saturday immediately after the last local demand setting meeting.
- 3.4.2. Delegates to the regional bargaining conferences are elected at the local demand setting meetings as per Article 3.3. Elected alternates may attend with voice but no vote, at the expense of the local. The alternate may only replace a voting delegate if replacing the delegate permanently.
- 3.4.3. The highest-ranking OPS member in the region shall chair the regional bargaining conference.
- 3.4.4. The agenda of each Regional Bargaining Conference shall include:
- Election of a regional representative and alternates to the Central/Unified bargaining team;
 - Election of a regional representative for the Corrections bargaining team (who is also a delegate to the Central Bargaining Conference) and alternates to the Corrections bargaining team;
 - Election of a delegate to the Central Bargaining Conference, and alternates, for each Unified bargaining category;
 - Election of a fixed term delegate and alternate to the Central Bargaining Conference;
 - Training to support the bargaining teams.
- 3.4.5. Regional Bargaining Conferences do not have a mandate to set demands or establish bargaining priorities.
- 3.4.6. Elections at the regional bargaining conferences follow the same rules as elections at local demand setting meetings (Article 3.3), except that alternates must be elected by majority vote (more than 50 per cent of those voting), with separate elections held for each position and runoff ballots as necessary.
- 3.4.7. As per Article 2.3.4, to be elected to an OPS bargaining team, a member must have been an OPSEU steward or a member of a MERC/LERC/RERC/H&S committee for at least six months prior to his or her election.

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- 3.4.8. Each Regional Bargaining Conference shall elect one bargaining team member and three alternates to represent the region on the Central/Unified Team.
- 3.4.9. Following the election of the regional bargaining team member and alternates, delegates shall meet by category. Each category shall elect one delegate and three alternates to the central bargaining conference. In the case of the Corrections category, these people are, respectively, the team member and the alternates on the Corrections bargaining team.
- 3.4.10. Following the category meetings, fixed term delegates shall meet to elect one delegate and three alternates to the Central bargaining conference.
- 3.4.11. All delegates to the Regional Bargaining Conferences shall receive training in the steps to be taken to support the bargaining teams.

3.5. Essential and Emergency Services

- 3.5.1. As per the OPSEU strike policy, the union will only bargain essential and emergency service (EES) levels where required by law. The union's bargaining goal will be, in all cases, to minimize the number of EES workers. The union will, in all cases, look for ways to enhance the participation of EES workers in any strike to help put pressure on the employer. Bargaining teams are responsible for bargaining essential and emergency service agreements based on these rules.
- 3.5.2. Eight months before the contract expires, Local Servicing Representatives (LSRs) shall provide local presidents and unit stewards with copies of the EES agreements used in their locals during the last round of bargaining.
- 3.5.3. All locals with OPS members shall canvass each worksite in the local to record workplace contact information, the minimum number of staff needed to provide essential and emergency services, and the minimum number of essential and emergency tasks. LSRs shall provide advice and assistance to the locals.
- 3.5.4. No later than four weeks after the Regional Bargaining Conference, each local shall submit an EES report to its OPSEU regional office. LSRs shall review all reports and provide additional comments or notes for the bargaining teams.
- 3.5.5. No later than one week following the deadline in 3.5.4, regional office staff shall forward all EES reports to the Collective Bargaining unit at OPSEU head office.
- 3.5.6. Within two weeks following the deadline in 3.5.5, the bargaining teams shall review the EES reports from the locals and, in consultation with the locals, make such changes as the teams deem necessary.
- 3.5.7. Within the following week, the bargaining teams shall present the union's EES proposals to the employer.
- 3.5.8. All members selected to perform essential and emergency services shall receive specific training on how ES/EM workers can support their bargaining teams during a work stoppage.

3.6. The Central Bargaining Conference

- 3.6.1. The Central Bargaining Conference shall be held in Toronto on a Saturday two weeks after the Regional Bargaining Conference.

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- 3.6.2. Delegates to the Central Bargaining Conference are those elected at the regional bargaining conferences. This includes regional representatives on the Central/Unified team, category representatives from each region, and fixed term representatives from each region.
- 3.6.3. The chair of the Central Enforcement and Renewal Committee shall chair the Central Bargaining Conference.
- 3.6.4. The agenda for the Central Bargaining Conference shall include:
- Election of category and fixed term representatives to the Central/Unified bargaining team; and
 - Mobilization training in preparation for bargaining.
- 3.6.5. Elections at the Central Bargaining Conference follow the same rules as elections at the Regional Bargaining Conferences (Article 3.4.6.).
- 3.6.6. Fixed term and category delegates shall meet in their respective groups to elect bargaining team members, as follows:
- The Administrative, Institutional and Health Care, and Technical/Operational and Maintenance categories shall each elect one member and three alternates to the Central/Unified team.
 - The Office Administration category shall elect two members and three alternates to the Central/Unified team.
 - Fixed term delegates shall elect one member and three alternates to the Central/Unified team.
 - The Corrections team shall elect one member to the Central/Unified Team.
- 3.6.7. Following the election of the Corrections team member to the Central/Unified team, that member's first alternate, elected regionally, shall become a member of the Corrections category team.
- 3.6.8. Following the elections, all delegates shall receive mobilization training in preparation for bargaining.

4. Member Support for the Bargaining Teams

4.1. Mobilization

- 4.1.1. Each local shall form a Mobilizing Committee. The job of the committee is to assist and support the bargaining teams with member mobilization through the demand setting and negotiations phases.
- 4.1.2. The committee is responsible for two-way communication between the members of the local and (through the ACGs and the PCG) the bargaining teams.
- 4.1.3. In the event that the bargaining teams call a strike vote, the committee shall hold a General Membership Meeting to inform all members of the issues in bargaining and the recommendations of the team.
- 4.1.4. The local is responsible for funding the work of the Mobilizing Committee.
- 4.1.5. An educational program will be delivered by qualified staff and/or member instructors to develop local and regional mobilizing strategies.

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4.2. Communication

- 4.2.1. A strong bond of communication between the bargaining teams and the members is critical to successful negotiations. Throughout the bargaining process, the union will communicate directly with members through two negotiations bulletins, *Table Talk* and *FRONTlines*. Both publications shall be produced by Communications staff in consultation with team chairs and assigned staff negotiators. All publications shall be authorized for distribution by the team chairs, the assigned staff negotiators, and the president of OPSEU.
- 4.2.2. To ensure two-way communication between the teams and the members, team members shall communicate regularly with the Area Coordinating Groups and vice versa. ACGs shall communicate regularly with local Mobilizing Committees.
- 4.2.3. If, upon signing a tentative collective agreement, a team member dissents from his or her team's recommendation, the dissent will be noted in a negotiations bulletin.
- 4.2.4. Contact information for all team members will be published regularly.

4.3. OPS Local Presidents' Meeting

- 4.3.1. The OPSEU president and the elected bargaining teams, in co-operation with the Provincial Coordinating Group, shall call an OPS local presidents' meeting. The purpose of the meeting is to inform OPS local presidents about bargaining issues and discuss strategy.
- 4.3.2. When called, this meeting shall be held in Toronto on a Saturday during the bargaining period and prior to a strike vote.
- 4.3.3. The agenda for the conference will be determined by the bargaining teams in consultation with the Provincial Coordinating Group. The meeting will be chaired by the OPSEU President, or, in his or her absence, the First Vice-President/Treasurer, with the chairs of the Central/Unified team and the Corrections team.
- 4.3.4. All bargaining team members and the highest ranking OPS officer from each local shall be entitled to attend the conference as delegates. Elected alternates may attend, if funded by their own local.

5. Contract Bargaining

- 5.1. All bargaining team members shall receive specific training on bargaining strategy.
- 5.2. To achieve the best possible collective agreement, the bargaining teams, working with assigned staff, shall analyze the forces working for and against the bargaining unit in the current round of bargaining. This analysis shall evaluate the strength of the OPS members and their allies, the employer and its allies, service users, the community, the news media, municipal and provincial politicians, current events, and so on. The team shall pay particular attention to the timing of strike votes and strike deadlines.
- 5.3. The Central/Unified and Corrections bargaining teams shall begin negotiations towards a new collective agreement at least six weeks before the contract expires and continue until an agreement or an impasse is reached.

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- 5.4. The Central/Unified team shall negotiate with the employer to set out which issues are to be bargained at the Central table and which are to be bargained at the category tables, i.e., Unified and Corrections.
- 5.5. The Central/Unified and Corrections teams shall communicate regularly and shall coordinate their strategies to achieve the goals laid out in this policy.

6. Ratification/Strike Votes

- 6.1. Any collective agreement negotiated in the name of the union with the employer must be ratified by the members and signed by the members of the team and the president of OPSEU.
- 6.2. When a tentative collective agreement is reached, or a strike mandate is sought as a result of an impasse, each region shall hold information/vote meetings of the OPS members. The Regional Vice-President, in conjunction with the regional bargaining team members, is responsible for calling the meetings within the time requested by the teams. All locals shall receive at least three days' notice before the meeting date. The Regional Vice-President shall consult with the ACGs before setting meeting dates, times and locations.
- 6.3. In special circumstances such as remote locations or widely dispersed membership, the local president may ask permission to replace or supplement an information/vote meeting by a mail-in ballot or segregated ballot to cover all or part of the category or local. The president of OPSEU shall determine whether a mail-in or segregated ballot is to be allowed in any given situation.
- 6.4. When a tentative collective agreement is reached by the bargaining team, team members must support the decision of the bargaining teams. Where a team member has communicated a different message than they agreed on at the time of the tentative agreement, unless they have voiced their dissent to the team(s) and the staff negotiator, they will immediately be removed from the team.
- 6.5. OPS members shall receive a written summary of the proposed contract changes, or in the case of a bargaining impasse, a summary of the issues and/or offer to be voted on.
- 6.6. The purpose of information/vote meetings is to explain the proposed contract changes and their impact on members. The meetings shall be conducted by a knowledgeable person, e.g., a local president, a bargaining team member, an Executive Board Member, or an OPSEU staff member. Members shall be encouraged to ask questions and discuss the changes prior to the vote.
- 6.7. In the case of a vote to reject an employer offer, the union shall make it clear to members that a rejection also constitutes a strike mandate for the team.
- 6.8. All votes must be cast in person; there shall be no proxy votes. All votes must be by secret ballot. Appropriate voting materials must be provided in sufficient quantities. Materials include official ballots, ballot boxes, a reasonably private polling area, an up-to-date voters' list, an official tally sheet, and a supply of membership application forms.
- 6.9. Those conducting the vote shall ask each member for his or her name, check the name off the voters list, and hand the member a ballot. If the member's name is not on the list, an opportunity shall be given to sign a membership application.
- 6.10. Non-members are entitled to vote provided they are identified by a member in good standing before being given a ballot.

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- 6.11. When voting is complete, the ballots shall be counted by a committee of not less than three people who may be drawn from the membership, OPSEU staff, other OPSEU bargaining units, sister unions, or labour federations. All local presidents (or their designee) are entitled to attend the counting session as scrutineers. Scrutineers are entitled to record the local results.
- 6.12. The official tally sheet on which the vote is recorded shall clearly show the number of the local, the name of the category (if applicable), the names of the scrutineers, the number of eligible voters, the number of those who actually voted, and the number of ballots for, against, and spoiled.
- 6.13. The official tally sheet shall be signed in ink by all those who took part in the ballot count, and shall be forwarded, along with the ballots, to the regional office, where the ballots shall be retained for at least 30 days.
- 6.14. The vote result shall first be telephoned to the regional office, and from there to the Collective Bargaining unit where a tally by local will be kept. No result will be accepted later than 10:00 P.M. on the vote date.
- 6.15. When all results have been tabulated, they shall be communicated first to the bargaining teams, then to the regional offices and thence to the local presidents, who will ensure that the results are communicated to their members.
- 6.16. Where any member alleges that these procedures have not been followed, the president of OPSEU shall investigate the complaint and decide whether or not the vote shall be overturned. In making this decision, the president shall only order a new vote when, in his or her opinion, the failure to comply with the procedures has materially affected the outcome of the vote.

(Convention 2014, p. ?? ; Convention 2004, p.47)

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OPS bargaining timeline for the 2014 round of bargaining

Ongoing work	Contract enforcement campaigns continue
Fall 2013	Provincial committees and staff provide input for demand setting
Early 2014	- Preparation of educational materials for local demand setting - Preparation of local demand setting survey - Training of OPS bargaining process, local demand setting through conference calls by region, and/or Tele-town hall meeting
February – late March 2014	- Educational materials, demand setting survey delivered to locals if paper survey - Online survey to be completed by members - OPSEU Head Office to tally and distribute survey results to locals
April – late May 2014	Local demand setting meeting and elections of delegates to Regional Bargaining Conferences
May 30, 2014	- Deadline for locals to submit demands to regional offices, including special cases - Deadline for submitting delegate information for Regional Bargaining Conferences to regional offices
June 7, 2014	- Regional Bargaining Conferences - Election of regional bargaining team members and regional delegates to central bargaining conference - Training to support bargaining
June 20, 2014	Deadline for regional office staff to submit tabulated local demands to OPSEU Research at Head Office
June 21, 2014	- Central Bargaining Conference - Election of Category delegates to Central/Unified team - Mobilization training
Spring / Summer 2014	- Locals receive essential and emergency services (EES) agreements from previous round for comment/revision - EES training as needed
Mid-September 2014	Commencement of local workplace canvass on essential and emergency services to record workplace contact information, minimum staff needed, EES tasks
Late September 2014	Team training
Early October 2014	Team commences formulation of proposals and review of special cases
Oct. 1, 2014	Notice to Bargain
Oct. 6, 2014	Deadline to establish SACG's
Late October 2014	Deadline for locals to submit EES reports to regional offices
Early November 2014	- Team tables opening proposals with employer - Issues bargaining starts
Early November 2014	Deadline for Regional office Staff to forward EES reports to OPSEU Head Office
Dec. 15, 2014	Team may present EES proposals to Employer no earlier than Dec. 15, if required
Dec. 31, 2014	Collective agreement expires
January 2015	If no deal, Team reviews and presents EES proposals to employer

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I. Purpose and Structure

- 1.1 The Hospital Professionals Division consists of OPSEU paramedical bargaining units. Only OPSEU members in good standing may take part in the activities of the Division, although by law all employees in the bargaining units have legislated rights with respect to votes conducted under the Ontario Labour Relations Act.
- 1.2 The Division is a sector division, established by Article 21.2 of the OPSEU Constitution. It is funded by Head Office for the purpose of collective bargaining and matters arising from, or related to, collective bargaining. It exercises its mandate within the terms of Article 21.2.3 of the Constitution.
- 1.3 The Division carries out its collective bargaining mandate through:
 - (i) a pre-bargaining conference;
 - (ii) bargaining unit demand-setting meetings;
 - (iii) a provincial demand-setting meeting;
 - (iv) a Central Negotiating Team, elected at the provincial demand-setting meeting.
- 1.4 It is an objective of the Division that for bargaining units in central bargaining, local issues negotiations will be concluded on the date agreed to by the parties at the central level.
- 1.5 It is an objective of the Division that a new collective agreement be achieved before the current contract expires.
- 1.6 It is an objective of the Division that every bargaining unit will be a participant in central bargaining. All new bargaining units will become automatic participants in Central Bargaining, subject to the hospital joining, with the following exception: a new bargaining unit created by the transfer or merger of program(s), services(s), bargaining units or employers, as the result of an external trigger (e.g. legislation), will have the option of continuing to bargain locally if a) such new bargaining unit consists, in whole or in part, of employees that were included in a previous OPSEU bargaining unit; and b) if the existing local OPSEU Collective Agreement is deemed to be superior than the OPSEU HPD central language and attempts to negotiate protection under the Central Superior Language Article have failed.
- 1.7 The Division also elects an Executive Committee, which has certain responsibilities for collective bargaining as set out in the procedures below. The other responsibilities of the Division Executive are outlined in the Bylaws of the Division.

II. The Pre-Bargaining Conference

- 2.1 Prior to the giving of official notification to bargain a new collective agreement, the Division Executive, in consultation with the President and Union staff, shall convene a Pre-Bargaining Conference (PBC). The Pre-Bargaining Conference is the first stage of each round of central bargaining. It will be scheduled as early as possible to help achieve the objective of negotiating new central provisions before the current language expires.

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2.2 The purposes of the PBC shall be:

- i) to promote the achievement and maintenance of the highest province-wide standards and to educate Division bargaining units on the province-wide bargaining process;
- ii) to examine in depth a number of broadly-based issues that are relevant to the forthcoming round of negotiations;
- iii) to develop themes for consideration at bargaining unit demand-setting meetings;
- iv) to identify priority issues; and
- v) generally to provide guidance and recommendations to Division members for bargaining unit demand-setting meetings. Bargaining Units will be free to add to or subtract from the recommended options.

2.3 Each Division bargaining unit shall be entitled to send two (2) delegates to the PBC and provincial demand-setting meeting. (They shall be, except in extenuating circumstances, the same two delegates). Where the bargaining unit is a single-unit Local, the Local President (or in his/her absence, the Local Vice-President) shall be the automatic first delegate. For all other bargaining units, the highest-ranking officer in the unit shall be the automatic first delegate. The second delegate shall be elected by fifty percent (50%) plus one (1) of the valid ballots cast of the members voting at a general membership meeting of the Unit. In the event that the officers entitled to be automatic first delegate are unable to attend the provincial demand-setting meeting, then both delegates shall be elected. Delegates must be members of the bargaining unit that they are representing at the demand set.

Delegates to both meetings shall be responsible for representing their Unit during the bargaining process, including responsibility for reading, reviewing, summarizing and communicating bargaining information at the Bargaining Unit level.

2.4 a) The call for delegates for the PBC will include:

- a copy of these Negotiation Procedures;
- registration and accommodation forms for the PBC
- a bargaining survey

b) Bargaining Units that are not currently participating in central bargaining will be provided with information about the Superior Provisions process in the Central Language and of the process for joining Central Bargaining and are encouraged to follow these processes as quickly as possible.

2.5 The Division Executive, in consultation with union staff, will develop material to be used by Bargaining Units, if they so desire, to help members focus more clearly on issues and priorities at their Bargaining Unit demand-setting meeting. Such material shall be presented to the delegates at the PBC.

2.6 Any member of the Division Executive or Central Negotiating Team who is not entitled to attend the PBC under Section 2.3 above shall also be entitled to attend with full delegate status.

2.7 Union staff, as assigned by the President, shall also participate with voice but no vote.

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2.8 An Executive Board member who is a member of the Division may attend with voice but no vote, unless the Executive Board member is a delegate from a Member Unit.

2.9 The PBC shall be chaired by the Division Chair.

III. Bargaining Unit Demand-Setting

3.1 Following the PBC, the Union shall notify each Bargaining Unit to advise them to convene Bargaining Unit meeting of the membership for the following purposes:

- (i) To vote as to whether or not the bargaining unit will enter into Central bargaining;
- (ii) To discuss and formulate province-wide demands;
- (iii) To formulate local demands.
- (iv) To elect its local negotiating team.

3.2 There shall be an information kit sent with the notice from Head Office. It shall contain, among other things:

- instructions on how to hold the meetings;
- the time frames for Bargaining Unit and Provincial demand-setting meetings;
- the report of the PBC meeting, and HPD Executive Recommendations on Province-wide Priorities;
- background information on the economic and political context of the forthcoming negotiations, as appropriate;
- forms on which to record proposals and priorities for province-wide bargaining;
- registration and accommodation forms for the Provincial demand-setting meeting.

3.3 The duty of local leaders is to maximize ownership and participation by the members in the demand-setting process. It is the responsibility of the PBC delegates and local officers to bring the results of the PBC before the members at the Bargaining Unit demand-setting meeting for their information and consideration.

3.4 Bargaining Units are required to identify and rank their top priorities, using the guidance provided by the PBC. They must also provide a rationale and supporting documentation, if any, for any province-wide proposals.

3.5 Normally, proposals shall be presented in person by the members attending the Bargaining Unit meeting. However, proposals and supporting documentation may be submitted in writing, to the Chair of the meeting, in advance, by members unable to attend.

3.6 The results of the Bargaining Unit demand-setting meeting shall be forwarded to Head Office by a date to be determined by the union. The information required includes:

- i) if the unit has, or has not, opted for Central bargaining; and
- ii) registration and accommodation forms for the delegates attending the provincial demand-setting meeting.

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- iii) the province-wide demands from the Bargaining Unit, if any, (with rationale and supporting documentation);
 - iv) the local demands for units that are participating in Central bargaining.
- 3.7 The only province-wide proposals that will be considered official are those that are adopted by majority vote at the Bargaining Unit membership meeting, entered on the appropriate forms and signed by two (2) local officers to show that they are the Bargaining Unit's official proposals.
- 3.8 Any province-wide proposal received at Head Office after the date established in article 3.6, will not be included in the province-wide demand summary book.
- IV. Provincial Demand-Setting Meeting
- 4.1 A provincial demand-setting meeting will be called at Toronto as soon after the Pre-bargaining Conference as is practical, and will be attended by the delegates elected as per Section 2.3 above. It will be chaired by the Division Chair. For the purpose of allowing the Chair to participate in the debate and during the election of the Central Negotiating Team, a staff member will be in the chair.
- 4.2 Any member of the Division Executive and the Central Negotiating Team who is not entitled to attend the provincial demand-setting meeting under Section 2.3 above shall also be entitled to attend with voice but no vote and will have their expenses paid by OPSEU.
- 4.3 Union staff, as assigned by the President, shall also participate with voice but no vote.
- 4.4 An Executive Board member who is a member of the Division may attend with voice but no vote, unless the Executive Board member is a delegate from a Member Bargaining Unit.
- 4.5 The delegates will be provided with a kit that contains the province-wide demands submitted, as well as research material and input from staff. The kits shall be mailed from Head Office so as to reach the delegates at least one (1) week before the meeting.
- 4.6 The Chair shall allocate the time of the meeting to ensure, as far as possible, that all proposals are discussed and dealt with. Decisions will be made by majority vote. Except in unforeseen circumstances, any proposal not duly passed and submitted by a bargaining unit on time cannot be submitted from the floor. Decisions on what constitutes "unforeseen circumstances" will be made by the Division Executive.
- 4.7 Except in unforeseen circumstances, only those proposals adopted by the provincial demand-setting meeting or mandated by the union will be presented to the employer. In unforeseen circumstances, such as legislative changes or significant events occurring after the provincial demand-setting meeting, the Negotiating Team may formulate proposals. In addition, the Negotiating Team may respond to employer initiatives with new proposals.
- 4.8 Bargaining Units that are not participating in Central bargaining will be encouraged to table the province-wide demands at their local tables.
- 4.9 A report on the provincial demand-setting meeting will be sent to all bargaining units in the Division as soon as is practical.

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V. Central Negotiating Team

- 5.1 (a) The seven (7) member Central Negotiating Team and three (3) alternates shall be elected at the provincial demand-setting meeting. Members from all classifications are encouraged to run for the team.
- (b) Any member in good standing may stand for the Central Negotiating Team or as alternate, regardless of whether or not the member is a delegate. Nominations may be received from the floor or in writing. A nomination in writing, signed and dated by the nominator and nominee, must be received by the Division Chair, prior to the election taking place. In order to be eligible to sit on the Central Negotiating Team or as an alternate, the Bargaining Unit to which the member belongs must be participating in the central bargaining process (i.e. both the bargaining unit and the hospital must have opted in).
- (c) Only delegates from units that are participating in central bargaining may nominate and vote for the members of the Central Negotiating Team.
- (d) To be elected, a member must receive fifty percent (50%) plus one (1) of the valid ballots cast. If not all members are elected on the first ballot then the candidate who receives the least votes is removed from the subsequent ballot and another vote is taken. This will be repeated until all seven (7) members are elected. Nominees in attendance shall be given up to three (3) minutes to address the delegates about their candidacy. Nominees who are or unable to attend the provincial demand-setting meeting may have their speech read by a delegate or alternate who is in attendance.
- (e) Three (3) alternates will be elected on a separate ballot and ranked by plurality. They will fill permanent vacancies that may occur on the Team during their term of office. Nominees in attendance shall be given up to one (1) minute to address the delegates about their candidacy. Nominees who are ineligible or unable to attend the provincial demand set meeting may have their speech read by a delegate or alternate who is in attendance.
- 5.2 The Central Negotiating Team shall be provided with a copy of this guideline and shall meet prior to actual negotiations. The purpose of this meeting is:
- i) orientation in the Union's aspects of collective bargaining, including information about the Union's policy on travel advances, allowable expenses, team conduct, solidarity and dissent, etc.;
 - ii) development of the team's bargaining strategy; and
 - iii) election of a Chair and Vice-Chair.
- 5.3 The Chair of the Central Negotiating Team shall:
- i) chair all meetings of the team and report when appropriate to the Board and the Division Executive
 - ii) be responsible for the orderly conduct and discipline of the team;

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- iii) work with the Team and the Central Negotiator on all documents related to central bargaining. Bargaining updates will be submitted to the Communications Department for final preparation;
 - iv) be booked off as necessary to assist with the process;
 - v) sit as a member of the Division Executive.
- 5.4 In the absence of the Chair, the Vice-Chair shall assume the Chair's duties.
- 5.5 In emergency situations, the Chair of the Central Negotiating Team shall, using discretion, provide food and refreshments and incidentals for the team during negotiation sessions. Such expenses shall be accompanied by receipts.
- 5.6 The Central Negotiating Team is at all times accountable to the membership.
- 5.7 Central bargaining will commence as soon after the provincial demand set meeting as possible. The Central Negotiating Team shall determine the method of bargaining.
- 5.8 Decisions of the team shall be taken in as informal and consensual a manner as possible. However, where consensus cannot be achieved, and after all team members have had an opportunity to express their views, the team shall decide the matter by vote.
- 5.9 The team is governed by the Union's policy on Solidarity and Dissent. Team members shall maintain public solidarity while bargaining is in progress. However, a member who dissents from a proposed collective agreement shall have the right to include a written dissent in the negotiation bulletin that explains and recommends the settlement to the members.
- 5.10 Staff assigned to the central negotiations shall attend all meetings of the Central Negotiating Team. The staff negotiator speaks on behalf of the team during negotiating sessions with the employer.
- 5.11 A caucus room shall be provided for the purpose of the consideration of the negotiating of issues. The negotiator will lead the group's discussion.
- 5.12 Whenever possible, Central negotiations shall be conducted on neutral ground, i.e., hotel meeting rooms or similar accommodation. Such cost will be equally shared with the Employer.
- 5.13 The Central Negotiating Team shall have an ongoing advisory role on bargaining issues for the Division Executive and shall assist in the planning for the next round of bargaining.
- 5.14 The Central Negotiating Team shall meet as soon as possible after a Memorandum of Settlement has been reached or a Central Interest Arbitration Award received to hold a debriefing session on the round, discuss enforcement issues and prepare the Report from the Team Chair.
- VI. Ratification Procedure
- 6.1 The nature of central hospital bargaining is the gathering together of a number of individual bargaining units (each having a separate certificate from the OLRB) for the purpose of bargaining common goals. Therefore, when the Central Negotiating Team reaches a tentative settlement and signs a memorandum of settlement, each of the individual bargaining units involved in

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province-wide bargaining must separately ratify the terms of the memorandum of settlement. Therefore a separate ratification meeting must be held for each bargaining unit within thirty (30) days of the settlement.

- 6.2 As soon as possible following a settlement, the necessary and appropriate union staff members will be convened for a briefing session by the central negotiator. Head Office will distribute enough copies of the Memorandum of Settlement to Regional Offices so that the Regional Offices can arrange distribution of it to every affected member. The staff will be expected to transmit faithfully the explanation and the positions of the team at least one (1) week in advance of the ratification meeting.
- 6.3 Local leaders make arrangements for the times and places of ratification meetings and notify the central negotiator accordingly. The arrangements must be made in concert with the Staff Representative, who is responsible for conducting the meeting.
- 6.4 Local leaders will send out notice of the meetings, with a complete list of voting times and places, to all members eligible to vote on the contract in question. Meetings may be held separately from voting.
- 6.5 Identification will be checked and only bargaining unit employees will be allowed to attend the meeting and vote.
- 6.6 The following general principles will apply to all contract ratification procedures:
 - i) A thorough explanation of any settlement, with opportunity for questions and answers, will be provided.
 - ii) No proxy votes will be allowed.
 - iii) Only bargaining unit employees may participate and vote.
 - iv) All votes will be by secret ballot, but no ballot will be rejected solely for reasons of having other marks on the ballot, including the signature of a member (because it is his or her privilege to reveal his or her vote rather than keep it secret.)
 - v) No copies or facsimiles of ballots will be counted.
 - vi) Ratification meetings may be chaired only by a member holding elected office in the Union in the area for which the meeting is held.
- 6.7 When the members have voted, the ballots will be counted and verified, the members made aware of the results, and all ballots (used, unused and spoiled) shall be taken to a regional office, where they are stored for thirty (30) days. The Board will establish procedures for the handling of ballots, boxes and counting to ensure against tampering of the result.
- 6.8 The results will be transmitted to the central negotiator by fax or e-mail immediately following the count.
- 6.9 The Executive Board endorses the principle that a formula or an acceptable similar formula for contract ratification shall be established by the delegates at the provincial demand-setting meeting. The actual formula shall be negotiated with the employer and the ratification procedures

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covering this Division shall be modified accordingly. Currently, a provincial settlement is considered ratified when it has been ratified by at least two-thirds (2/3) of the participating bargaining units representing at least two-thirds (2/3) of the Union participating members.

- 6.10 Central provisions that are settled by an arbitration award do not need to be ratified by the participating bargaining units.

VII. Signing Authority

- 7.1 Any Memorandum on central provisions negotiated in the name of the Union with an Employer and ratified by the members or settled by interest arbitration shall be signed by the Central Negotiating Team and the central negotiator.

(January 22-23, 2003 B, p.20; October 19-20, 2005 B, p.3; June 17-18, 2009 B, p.4)

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Section 18 - Negotiations

18.8 - Municipal Property Assessment Corporation (MPAC)

MPAC Negotiating Procedures

In accordance with Article 24.1.1 of the Constitution, the following negotiating procedures have been adopted by the Executive Board based on the submissions of the Municipal Property Assessment Corporation ("MPAC") Bargaining Unit of OPSEU.

(Convention 2002; May 15-16, 2002 B, p.20)

I. Purpose and Structure

1.1 The MPAC Bargaining Unit (BU) consists of the employees in the Municipal Property Assessment Corporation bargaining unit represented by OPSEU. Only OPSEU members in good standing may take part in the activities of the Sector, although by law all employees in the unit may vote on collective agreements negotiated for them by the Union.

1.2 The MPAC BU carries out its mandate through:

- (a) local demand setting meetings
- (b) pre-bargaining conference
- (c) final demand setting meetings of local delegates
- (d) a Union Management Committee (hereinafter referred to as the UMC, elected by the Bargaining Team (in accordance with the Property Assessment Sector By-laws)

1.3 The UMC shall act as a negotiating team with respect to all matters arising out of the collective agreement with the employer. It shall act with respect to all matters arising out of the collective agreement during its term, and other matters affecting the bargaining interests of the members.

1.4 After the Bargaining Team is elected it will assume the role of the UMC until a collective agreement is ratified by the membership and implemented.

2. The Pre-Bargaining Conference (PBC)

2.1 Prior to the official notification to bargain a new Collective Agreement the UMC, in consultation with the President, shall convene a Pre-Bargaining conference (PBC).

2.2 Each local of the MPAC BU shall send delegates according to the following formula:

- 1 to 50 MPAC BU members—1 delegate;
- 51 to 98 MPAC BU members—2 delegates;
- 99 and over MPAC BU members—3 delegates.

All delegates shall be elected by a clear majority of the members voting at an MPAC Unit membership meeting. In a composite local, only members from the MPAC BU unit are entitled to be delegates.

Delegates shall be responsible for representing their local during the entire bargaining process, including responsibility for reading, reviewing, summarizing and communicating bargaining information at the local level.

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- 2.3 Each local shall also elect alternates up to the number of delegates to which it is entitled. Attendance by alternates at the PBC shall be at the expense of their local, except where they are replacing a delegate who is unable to attend. Alternates shall have voice but no vote, and shall be identified separately from the delegates (unless the alternate is replacing a delegate in which case the alternate will then have full delegate status).
- The delegates and alternates to the Pre-Bargaining Conference and the Final Demand Setting meeting, except in extenuating circumstances, shall be the same delegates/alternates for both meetings.
- 2.4 The UMC & Sector Executive shall also be delegates in their own right, in addition to their local delegate entitlement as determined by Art. 1.2.
- 2.5 An Executive Board member who is a member of the MPAC BU may attend with voice but no vote unless he/she is a delegate in his/her own right by virtue of being a delegate from his/her local or is a member of the UMC/Sector Executive.
- 2.6 Union staff, as assigned by the President, shall also participate with voice but no vote.
- 2.7 The purpose of the PBC shall be to examine in depth a number of broadly-based issues that are relevant to the forthcoming round of negotiations, develop themes for consideration at local demand setting meetings, and, generally, give guidance and a sense of direction to the delegates. The delegates will elect the negotiation team.
- 2.8 The PBC shall be chaired by the President of the Union or his/her designee.
- 2.9 The delegates shall elect (in accordance with Articles 4.6 and 4.7) five (5) members and 3 alternates to the MPAC Negotiation Team (Team). The Team will elect the chairperson and vice-chair.
3. Local Demand Setting
- 3.1 Following the PBC, the Local President or the highest ranking MPAC official from a composite or multi-unit local, shall be notified to convene a local membership meeting for the purpose of setting bargaining proposals and establishing priorities.
- 3.2 With the notice there shall be an information kit, written in plain language and containing, among other things:
- a copy of these procedures;
 - instructions on how and when to hold the meetings;
 - background information on the economic and political context of the forthcoming negotiations, as appropriate;
 - forms on which to record proposals (with supporting documentation);
 - a summary of the recommendations from the PBC
 - Delegate/alternate credentials
- 3.3 If the Local's delegate(s) to the PBC are not among the two top local officers mentioned in 3.1 above, such delegate(s) shall also receive a copy of the kit. It is the responsibility of the delegate(s)

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and local officers to bring the results of the PBC before the members at the local demand setting meeting for their information and consideration.

- 3.4 Normally, proposals shall be presented in person by the members attending the local demand setting meeting. However, proposals and supporting documentation may be submitted in writing, to the Chair of the meeting, in advance, by members unable to attend.
- 3.5 The only proposals that will be considered official are those that are adopted by majority vote of the local membership meeting, entered on the appropriate forms, signed by the delegate(s) to the PBC to show they are the local's official proposals, and sent with supporting documentation to arrive at the Collective Bargaining Department at OPSEU Head Office by a date to be determined by the UMC and the Collective Bargaining Department.
- 3.6 Delegate/alternate credentials for those attending the final demand setting meeting shall be included with the proposals sent to Head Office to provide sufficient accommodation, seating, documents and other materials for the delegates and alternates.
- 4. Final demand setting
- 4.1 The delegate entitlement for the final demand setting meeting is the same as prescribed for the Pre-Bargaining Conference (Article 2).
- 4.2 Bargaining proposals that meet the requirements set out in 3.5 above shall be compiled into kits for the final demand setting meeting. The kits shall be prepared with input from the Team and from union staff, and may include recommendations. Head Office shall endeavour to mail out the kits so that they will reach the delegates at least one (1) week before the meeting.
- 4.3 Notice to bargain shall be given to the employer as required.
- 4.4 On a weekend determined by the Team, a final demand setting meeting shall be convened. A proposed agenda shall be developed by the Team and voted on by the delegates at the start of the meeting.
- 4.5 The delegates shall discuss and adopt their final demands.
- 4.6 An Executive Board Member who is a member of the MPAC BU may attend with voice but no vote unless he/she is a delegate in his/her own right by virtue of being a delegate from his/her local or is a member of the Team/Sector Executive.
- 4.7 Any member in good standing may stand for election regardless of whether or not he/she is a delegate to the meeting provided there is a nomination received in writing. The nomination must be signed and dated by both the nominator and the nominee and in the hands of the person chairing the meeting prior to the election taking place. Nominations may also be made from the floor. A nominee who is ineligible/unable to attend the meeting shall remain eligible to be a candidate provided that he or she follows the nomination procedure above.
- 4.8 Nominees in attendance as delegates/alternates shall be given up to three minutes to address the delegates about their candidacy. Those ineligible/unable to attend may have their speech read by a delegate or alternate attending the meeting.

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5. Quorum and Majority

- 5.1 The quorum for all provincial meetings referred to in these procedures shall be fifty (50%) per cent of the delegates who have registered for the meeting in question, in accordance with Convention procedures.
- 5.2 All delegates, standing committee members, and alternates shall be elected by a majority (more than fifty per cent) of those present and voting, except for the automatic delegates as per Article 2.2.
- 5.3 For any local demand setting and/or MPAC unit membership meeting the quorum shall be as per the Constitution.

6. Negotiations

- 6.1 The chairperson (or in the chairperson's absence, the vice-chairperson) of the Team shall:
- a) chair all meetings of the team;
 - b) draft negotiation reports with the team and the staff negotiator to be sent to all members of the bargaining unit during negotiations.
 - c) be responsible for the orderly conduct and discipline of the team;
 - d) explain allowable expense claims for the team in light of Union policies;
 - e) in emergency situations, using discretion, provide food, refreshments and incidentals for the team during negotiation sessions (such expenses to be accompanied by receipts);
 - f) not make a decision regarding the employer's offer without a vote of the team.
- 6.2 The staff negotiator may lead the groups discussions while the team is in caucus.
- 6.3 Members of staff assigned to negotiations may attend all official meetings of the team.
- 6.4 Any contract negotiated with the employer in the name of the Union shall be ratified in accordance with the Labour Relations Act, and signed by the President of the Union.

General Protocol and Team Conduct

All members of the bargaining team are reminded that they represent the Union and the membership while at the table with the employer, and are expected to govern themselves accordingly at all times.

Solidarity and Dissent

The policy regarding solidarity and dissent contained in OPSEU policy will be followed.

NOTE: Any amendment to these Negotiation Procedures may result in an amendment to the Property Assessment Sector By-laws.

(Convention 2002, p.20)

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Section 18 - Negotiations 18.9 – Canadian Blood Services & Diagnostics

1. Preamble

- 1.1 These procedures apply to both the multi-regional and stand-alone bargaining units of the Canadian Blood Services (CBS).
- 1.2 The CBS bargaining units form a part of the provincial CBS & Diagnostics Division. One of the responsibilities of the CBS and Diagnostics Division shall be to coordinate bargaining provincially for Canadian Blood Services.
- 1.3 The CBS and Diagnostics Division carries out its mandate to coordinate bargaining through:
- (i) a provincial bargaining meeting;
 - (ii) local demand-setting meetings.

2. Provincial Bargaining Meeting

- 2.1 Prior to the giving of the official notices to bargain, the CBS and Diagnostics Division in consultation with staff, shall convene a Provincial Bargaining Meeting on a date to be determined by the CBS and Diagnostics Division.
- 2.2 The purposes of the Provincial Bargaining Meeting shall be to:
- i) examine in-depth a number of broadly-based issues that are relevant to the forthcoming rounds of negotiations for all bargaining units in Canadian Blood Services;
 - ii) develop themes and strategies for consideration for coordinated bargaining for the province-wide bargaining unit and all those units not involved in provincial bargaining;
 - iii) identify priority issues;
 - iv) generally provide guidance and recommendations to the members for local demand-setting meetings. Locals and Units will be free to add or subtract from the recommended options.
- 2.3 The Collective Bargaining Department, in consultation with the CBS and Diagnostics Division, shall notify locals/bargaining units to convene local membership meetings for the purposes of electing bargaining teams and delegates to the Provincial Bargaining Meeting.
- 2.4 There shall be an information kit sent with the notice from Head Office. It shall contain, among other things:
- a copy of these Negotiations Procedures;
 - instructions on how to hold the meetings;
 - the time frames for local and provincial meetings;
 - registration and accommodation forms for the Provincial Bargaining Meeting.
- 2.5 Members of the CBS and Diagnostics Division Executive shall be delegates in their own right to the Provincial Bargaining Meeting, in addition to their local delegate entitlement.
- 2.6 The Provincial Bargaining Meeting shall be chaired by the Division Chair. For the purpose of allowing the Chair to participate in the debate, a staff member can assume the chair.

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2.7 For all provincial meetings a quorum shall be 50% of registered delegates.

3. Local Elections

3.1 Local/bargaining unit meetings shall be held at times and at locations to be determined by the local/bargaining unit. No wages or lost time will be paid for local/bargaining unit meetings.

3.2 Members at each local/bargaining unit meeting shall elect their bargaining teams and alternates as per their respective collective agreements. For the province-wide support collective agreement, each local shall elect one (1) person to the Provincial Bargaining Committee and two (2) alternates.

3.2.1 Bargaining Committees shall be charged with negotiating their respective collective agreements with the Employer.

3.2.2 Each Bargaining Committee shall select a Chair and Vice Chair from amongst its members.

3.2.3 Alternates shall participate in bargaining only if a regular member is permanently unable to continue on the team.

3.3 Members of each CBS local in a multi-region bargaining unit or in a stand-alone bargaining unit are entitled to send two (2) delegates to the Provincial Bargaining Meeting. Bargaining Committee members are automatic delegates. Additional delegates shall be elected, as needed.

3.4 Any member in good standing may stand for election regardless of whether or not s/he is in attendance at the local meeting, provided there is a nomination received and accepted in writing. The nomination must be signed and dated by both the nominator and the nominee and in the hands of the person chairing the meeting prior to the election taking place.

3.5 A local may elect alternate delegates up to the number of delegates to which it is entitled. Alternates shall have voice but no vote. All expenses of alternates shall be borne by the local. Observers may be sent at the expense of the Local.

4. Local Demand Setting

4.1 Following the Provincial Bargaining Meeting, each local/bargaining unit shall convene a demand-setting meeting.

4.2 It is the duty of local leaders to maximize ownership and participation by the members in the demand-setting process. It is the responsibility of the local leaders and delegates to bring the results of the Provincial Bargaining Meeting before the members at their local demand setting meetings for their information and consideration.

4.3 Locals/bargaining units are required to identify and rank their top priorities, using the guidance provided by the Provincial Bargaining Meeting.

4.4 The only proposals that will be considered official are those adopted by a majority vote of the local membership meeting.

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- 4.5 For multi-region bargaining units all proposals must be signed by the highest ranking local officer and sent to the regional office, with any related documents. These will then be forwarded to the Negotiator by a date to be determined by the Negotiator, in consultation with the Bargaining Team.
5. Ratification / Strike Votes for Multi-Region Units
- 5.1 When a Memorandum of Settlement for a multi-region bargaining unit is concluded as a result of negotiations, or a strike mandate is sought as a result of an impasse, the Bargaining Committee shall hold information/vote meetings.
- 5.2 Affected members shall receive a written summary of the proposed contract changes, or in the case of a bargaining impasse, a summary of the issues and/or offer to be voted on. At the information/voting meeting(s), an explanation shall also be given by some knowledgeable person, e.g. Bargaining Team member, staff person, etc.
- 5.3 A scrutineer will be selected before the vote begins. The scrutineer will verify the voting members' names on the list.
- 5.4 All votes must be cast in person; there shall be no proxy votes.
- 5.5 All votes must be by secret ballot and appropriate voting materials must be provided.
- 5.6 When voting is complete, the ballots shall be counted by the Chair of the meeting and the Scrutineer. The official tally sheet shall be signed and will be forwarded along with the ballots and voters' list to the Collective Bargaining Department.
- 5.7 The vote results shall be telephoned to OPSEU at the completion of the count, where a tally by Local will be kept. The total vote shall be counted across the province on a one-person one-vote basis. The Memorandum of Settlement will be accepted or rejected by over fifty percent (50%) of the total votes cast.
- 5.8 When all results have been tabulated by OPSEU, they shall be first communicated to the Bargaining Committee and then to the members.
- 5.9 Where any allegation of failure to adhere to these procedures is made, the Union President shall investigate the complaint and decide whether or not the vote shall be overturned. In making this decision, the President shall only order a new vote when in his/her opinion the failure to comply with the procedures has materially affected the outcome of the vote.

(February 26-27 B, p.15; December 15-16, 2004 B, p.13)

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Liquor Board Employees Division

Negotiating Procedures

In accordance with Article 24.1.1 of the Constitution, the following negotiating procedures have been adopted by the Executive Board based on the submissions of the Liquor Control Board of Ontario (“LCBO”) Bargaining Unit of OPSEU.

(1) **PURPOSE and STRUCTURE**

- 1.1 The LCBO Bargaining Unit (BU) consists of the employees in the LCBO bargaining unit represented by OPSEU. Only OPSEU members in good standing may take part in the pre-bargaining activities of the Division, although by law all employees in the unit may participate in ratification and/or strike votes on collective agreements negotiated for them by the Union.
- 1.2 The LCBO Bargaining Unit carries out its mandate through:
 - (a) Bargaining survey
 - (b) Pre-bargaining conference
 - (c) Local demand setting meetings
 - (d) Final demand setting meetings of local delegates
 - (e) The Provincial Labour Management Committee (PLMC) and Regional Labour Management Committees (“RLMC”) which shall be comprised in accordance with the mandate of the Provincial Labour/Management Committee (in accordance with the Liquor Board Employees Division Bylaws)
- 1.3 The PLMC shall act as a negotiating team with respect to all matters arising out of the collective agreement with the employer. It shall act with respect to all matters arising out of the collective agreement during its term, and other matters affecting the bargaining interests of the members.
- 1.4 After the Negotiating Committee is elected it will assume the duties of the PLMC until a collective agreement is ratified by the membership and implemented. During collective bargaining the PLMC shall stand down until the Negotiating Committee has arrived at a renewal collective agreement.

(2) **THE PRE-BARGAINING CONFERENCE (PBC)**

- 2.1 (a) Prior to the official notification to bargain a new Collective Agreement the PLMC, in consultation with the Division Chair and OPSEU President, shall convene a Pre-Bargaining conference (PBC).
- (b) Prior to the PBC, a survey of the membership will be conducted by the Locals to determine the major interests of the membership for the next round of bargaining. The Locals will circulate a survey prepared for them by OPSEU Head Office and return the results to the Collective Bargaining Unit at Head Office in time for the results to be compiled for the PBC.

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- 2.2 Delegate entitlement for each Member Local and Unit Local of the LCBO Bargaining Unit shall be according to the Convention formula, as per Article 13.4 of the OPSEU Constitution.

The Member Local President or Member Unit Steward will be the automatic first delegate from his/her Member Local or Member Unit. All other delegates shall be elected by a clear majority of the members voting at an LCBO Unit membership meeting. In a composite Local, only members from the LCBO Bargaining Unit are entitled to be delegates.

Delegates shall be responsible for representing their Local during the entire bargaining process, including responsibility for reading, reviewing, summarizing and communicating bargaining information at the local level.

- 2.3 Each local shall also elect alternates and observers up to the number of delegates to which it is entitled. Attendance by alternates and observers at the PBC shall be at the expense of their local, except where alternates are replacing a delegate who is unable to attend. Alternates and observers shall have voice but no vote, and shall be identified separately from the delegates (unless the alternate is replacing a delegate in which case the alternate will then have full delegate status).

The delegates and alternates and observers to both the Pre-Bargaining Conference and the Final Demand Setting Meeting (FDSM) shall be elected at a General Membership Meeting. For the purposes of this Article only, the PBC and the FDSM shall be considered to be a two-step function of one process, thereby allowing the same delegates, alternates and observers to attend both meetings.

- 2.4 The Divisional Executive shall be automatic delegates over and above their Member Unit/Member Local entitlement.
- 2.5 An Executive Board Member who is a member of the LCBO Bargaining Unit may attend with voice but no vote unless he/she is a delegate in his/her own right by virtue of being a delegate from his/her local or is a member of the Negotiating Committee /Division Executive.
- 2.6 Union staff, as assigned by the President of OPSEU, shall also participate with voice but no vote.
- 2.7 The purpose of the Pre-Bargaining Conference shall be to examine in depth a number of broadly-based issues that are relevant to the forthcoming round of negotiations, review the results of the bargaining survey and develop themes for consideration at local demand setting meetings, and, generally, give guidance and a sense of direction to the delegates. In addition the delegates will elect the negotiation team. In accordance with the Division By-laws the Chair shall be the Chair of the Negotiating Committee, respectively.
- 2.8 The PBC shall be chaired by the President of OPSEU or his/her designee.
- 2.9 The Negotiating Committee shall be comprised of five (5) members. Except for the Chairperson, who serves as automatic member from the Executive Committee, the remaining four (4) members shall be elected by the delegates at the Pre Bargaining Conference. At least one (1) member of the Bargaining committee shall be a member working in a logistics facility. The Vice Chair of the

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Negotiating committee will be elected by and from the Negotiating Team members. All Mobilizers for each region are to be elected at the Pre Bargaining Conference. The Alternates to the Negotiating Team for all positions shall be elected after all positions on the team have been filled.

- 2.10 Any member in good standing from a local in good standing may stand for election regardless of whether or not he/she is a Delegate to the meeting provided there is a nomination received in writing. The nomination must be signed and dated by both the Nominator and the Nominee and in the hands of the person chairing the meeting prior to the election taking place. Nominations may also be made from the floor. A Nominee who is ineligible/unable to attend the meeting shall remain eligible to be a candidate provided that he or she follows the nomination procedure above.
- 2.11 Nominees in attendance as delegates/alternates shall be given up to three minutes to address the delegates about their candidacy. Those ineligible/unable to attend may have their speech read by a delegate or alternate attending the meeting.

(3) LOCAL DEMAND SETTING

- 3.1 Following the PBC, the Local President of a Unit Local, or the highest ranking unit steward from a member unit in a composite local, shall be notified to convene a local membership meeting for the purpose of setting bargaining proposals and establishing priorities.
- 3.2 With the notice there shall be an information kit, written in plain language and containing, among other things:
- a copy of these procedures;
 - instructions on how and when to hold the meetings;
 - background information on the economic and political context of the forthcoming negotiations, as appropriate;
 - forms on which to record proposals (with supporting documentation);
 - a summary of the recommendations from the PBC;
 - Delegate/Alternate credentials
- 3.3 If the Local's delegate(s) to the PBC are not among the two top Local officers mentioned in 3. 1 above, such delegate(s) shall also receive a copy of the kit. It is the responsibility of the delegate(s) and Local officers to bring the results of the PBC before the members at the local demand setting meeting for their information and consideration.
- 3.4 Bylaws and Negotiating Procedure changes be submitted to the Chairperson.

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3.5 The only proposals that will be considered official are those that are adopted by majority vote of the local membership meeting, entered on the appropriate forms, signed by the delegate(s) to the PBC to show they are the local's official proposals, and sent with supporting documentation to arrive at the Collective Bargaining Department at OPSEU Head Office by a date to be determined by the PLMC and the Collective Bargaining Department.

3.6 Delegate/alternate credentials for those attending the final demand setting meeting shall be included with the proposals sent to Head Office to provide sufficient accommodation, seating, documents and other materials for the delegates and alternates.

(4) FINAL DEMAND SETTING

4.1 The delegate entitlement for the final demand setting meeting is the same as prescribed for the Pre-Bargaining Conference (Article 2).

4.2 Bargaining proposals that meet the requirements set out in 3. 5 above shall be compiled into kits for the final demand setting meeting. The kits shall be prepared with input from the Negotiating Committee and from union staff, and may include recommendations. Head Office shall endeavour to mail out the kits so that they will reach the delegates at least one (1) week before the meeting.

4.3 Notice to bargain shall be given to the employer as required.

4.4 At a date determined by the Negotiating Committee, a final demand setting meeting shall be convened. A proposed agenda shall be developed by the Negotiating Committee and voted on by the delegates at the start of the meeting.

4.5 Delegates shall discuss and may amend existing demands, and adopt their final demands, and rank them in priority.

4.6 An Executive Board Member who is a member of the LCBO Bargaining Unit may attend with voice but no vote unless he/she is a delegate in his/her own right by virtue of being a delegate from his/her local or is a member of the Negotiating Committee /Division Executive.

(5) QUORUM AND MAJORITY

5.1 The quorum for all provincial meetings referred to in these procedures shall be fifty per cent (50%) of the delegates who have registered for the meeting in question, in accordance with Convention procedures.

5.2 All delegates and alternates shall be elected by a majority (more than fifty per cent) of those present and voting, except for the automatic delegates as per Article 2. 2.

5.3 For any local demand setting and/or Liquor Board Employees Division unit membership meeting the quorum shall be as per the Constitution.

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(6) NEGOTIATIONS

- 6.1 The chairperson (or in the chairperson's absence, the vice-chairperson) of the Negotiating Committee shall:
- (a) chair all meetings of the team;
 - (b) draft negotiation reports with the team and the staff negotiator to be sent to all members of the bargaining unit during negotiations;
 - (c) exercise other administrative tasks as they may arise during bargaining and/or as assigned;
 - (d) not make a decision regarding the employer's offer without a vote of the team.
- 6.2 The staff negotiator may lead the group discussions while the team is in caucus.
- 6.3 Members of staff assigned to negotiations shall attend all official meetings of the team.
- 6.4 Any contract negotiated with the employer in the name of the Union shall be ratified in accordance with the Crown Employees Collective Bargaining Act, and signed by the President of the Union.

(7) RATIFICATION / STRIKE VOTES

- 7.1 Any collective agreement negotiated in the name of the Union with the Employer must be ratified by the general membership and signed by the members of the elected Negotiating Committee and the President of OPSEU.
- 7.2 When a tentative collective agreement is reached, or a strike mandate is sought as a result of an impasse, information/vote meetings of the LBED membership will be held. The Bargaining Team and the assigned staff negotiator will meet with the appropriate Head Office staff to determine meeting content, dates, times and locations.
- 7.3 In special circumstances, such as remote locations or widely-dispersed membership, the Local President may ask permission to replace or supplement an information/vote meeting by a mail-in ballot or segregated ballot to cover all or part of the Local or Unit. The President of OPSEU shall determine whether a mail-in or segregated ballot is to be allowed in any given situation.
- 7.4 LBED members shall receive a complete and entire written summary of the proposed contract changes and amendments to any language or, in the case of a bargaining impasse, a summary of the issues and/or offer to be voted on.
- 7.5 The purpose of information/vote meetings is to explain the proposed contract changes and their impact on members. The meetings shall be conducted by a knowledgeable person (eg: a Bargaining Team member, an OPSEU staff person, a Local President, Mobilizer or an Executive Board Member, as available). Members shall be encouraged to ask questions and discuss the changes prior to the vote.

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- 7.6 In the case of a vote to reject an Employer offer, the Union shall make it clear to members that a rejection also constitutes a strike mandate for the team.
- 7.7 All votes must be cast in person unless otherwise approved by the President's office and there shall be no proxy voting. All votes must be by secret ballot. Appropriate voting materials must be provided in sufficient quantities. Materials include official ballots, ballot boxes, a reasonably private voting area, an up-to-date voters' list, an official tally sheet, and a supply of membership application forms.
- 7.8 Those conducting the vote shall ask each member for his or her name, check the name off the voters' list, and hand the member a ballot.
- 7.9 Non-members are entitled to vote, provided they can be confirmed as being in the bargaining unit.
- 7.10 When voting is complete, the ballots shall be counted under the direction of staff by a committee of not less than two (2) persons who may be drawn from the OPSEU membership and/or OPSEU staff. All LBED Local Presidents/Unit Stewards (or their designee) are entitled to attend the counting session of their Local vote as scrutineers. Scrutineers are entitled to record the local results.
- 7.11 The official tally sheet on which the vote is recorded shall clearly show the number of the Local(s), the names of scrutineers, the number of eligible voters, the number of those who actually voted, and the number of ballots for, against, and spoiled. In addition, it shall be signed in ink by all those who took part in the ballot count, and shall be forwarded, along with the ballots, to the appropriate OPSEU Regional Office, where the ballots shall be retained for at least thirty (30) days.
- 7.12 Local vote results shall be telephoned to OPSEU Head Office, where a Local-by-Local tally shall be kept.
- 7.13 When results have been tabulated, they shall be communicated first to the Bargaining Team, then to the Mobilizers and Local Presidents, who will then ensure that the results are communicated to their respective memberships.
- 7.14 Where any member alleges that these procedures have not been followed, the President of OPSEU shall investigate the complaint and decide whether or not the vote shall be overturned.
- (8) BARGAINING TIMELINE
- 8.1 During demand setting and negotiations, members and staff shall circulate a bargaining timeline, which shall include the schedule for the Pre-Bargaining Conference (PBC), Local Demand Setting Meetings (LDSM), the Final Demand Setting Meeting (FDSM) and the Notice to Bargain (N2B).
- 8.2 The bargaining team shall meet to debrief and review the Memorandum of Agreement within 30 days of ratification. The bargaining team will endeavor to ensure adequate funding is available from OPSEU for the event.

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(9) GENERAL PROTOCOL AND TEAM CONDUCT

9.1 All members of the Bargaining Team and the Mobilizers in that they represent the Union and the Membership while at the table with the Employer, and while representing OPSEU in the field are expected to govern themselves accordingly at all times.

(10) SOLIDARITY AND DISSENT

10.1 The policy regarding solidarity and dissent contained in OPSEU policy will be followed.

NOTE: Any amendment to these Negotiation Procedures may result in an amendment to the Liquor Board Employees Division Bylaws.

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Section 18 - Negotiations
18.11 – Public Health Ontario (PHO)
(formerly Ontario Agency for Health Protection and Promotion - OAHPP)

1 Purpose and Structure

- 1.1 The PHO Bargaining Unit consists of employees of the Ontario Agency for Health Protection and Promotion.
- 1.2 The PHO Bargaining Unit carries out its mandate through:
- (a) local demand setting meeting
 - (b) final demand setting meeting of local delegates
 - (c) a Central Union Management Committee

The Bargaining Team shall be the Central Union Management Committee.

2 Local Demand Setting

- 2.1 Four months prior to the termination of the current collective agreement the Local President or the next highest ranking officer employed by PHO from a composite or multi-unit local shall be notified to convene a local membership meeting for the purpose of setting bargaining proposals and establishing priorities.

With the notice there shall be an information kit written in plain language and containing among other things:

- a copy of these procedures
 - instructions on how and when to hold the meeting
 - background information on economic and political context of the forthcoming negotiations, as appropriate.
- 2.2 Normally proposals shall be presented in person by the members attending the local demand setting meeting. However proposals and supporting documentation may be submitted in writing to the Chair of the meeting in advance by members unable to attend.
- 2.3 The only proposals that will be considered official are those that are adopted by the majority vote of the local membership. Minutes of the meeting along with proposals adopted shall be sent to the Negotiator assigned to bargain the contract.
- The Negotiator shall compile and send back to the Locals a list of demands in descending order of priority.
- 2.4 Each Regional Lab as defined in the final demand setting and bargaining team elections process shall be entitled to elect one delegate and one alternate to the final demand setting meeting.
- 2.5 The Central Lab as defined in the final demand setting and bargaining team elections process shall be entitled to elect three delegates and three alternates to the final demand setting meeting.
- 2.6 Alternate expenses are the responsibility of the Local.

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2.7 Delegate and Alternate forms shall be filled in and sent to Head Office.

3 Final Demand Setting and Bargaining Team Elections

3.1 In the period two months prior to the termination of the current collective agreement, the assigned Negotiator shall schedule a final demand setting meeting to be held on a Saturday at a suitable location in Toronto.

3.2 The bargaining team shall consist of five (5) members and shall be elected as follows:

One (1) Technologist;
One (1) Lab Attendant;
One (1) Non-Technical;
One (1) Regional Rep;
One (1) Central and 480 University Ave (Toronto)

3.3 An equal number of alternates shall be elected using the same formula. In the event that an elected team member is unable to fulfill the duties and responsibilities of the position on an ongoing basis, the person elected as the first alternate shall fill the vacancy.

It is understood that the vacancy shall be filled using the same criteria as that which determined where the elected member came from, ie; Regional Lab vacancies shall be filled by an alternate elected from the Regional Labs and a Central Lab vacancy shall be filled by a person from the Central Lab.

3.4 The Chair and Vice Chair of the bargaining team shall be elected by the delegates to the final demand setting meeting. Only those members elected to the team shall be eligible to run for these positions. To be elected one must receive an absolute majority of valid ballots cast.

4 Negotiations

4.1 The chairperson of the team (or in the chairperson's absence, the vice chairperson) of the team shall:

- (a) chair all meetings of the team
- (b) draft negotiation reports with the team and the staff negotiator to be sent to all members of the bargaining unit during negotiations.
- (c) be responsible for the orderly conduct and discipline for the team.
- (d) explain allowable expense claims for the team in light of Union policies.
- (e) in emergency situations using discretion provide food refreshments and incidentals for the team during negotiations sessions (receipts required).
- (f) not make a decision regarding the employers offer without a vote of the team.

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- 4.2 The staff negotiator may lead the group discussions while the team is in caucus.
- 4.3 Members of staff assigned to negotiations shall attend all official meetings of the team.
- 4.4 Any contract negotiated with the employer in the name of the Union shall be ratified in accordance with the Labour Relations Act and signed by the President of the Union.
- 4.5 All members of the team are reminded that they represent the Union and membership while at the table with the employer and are expected to govern themselves accordingly.
- 4.6 The policy regarding solidarity and dissent contained in the OPSEU policy will be followed.

5 Agency Employee Relations Committee (AERC)

The AERC shall consist of three (3) members, elected at the BPS Conference, and shall be elected as follows:

- One (1) Technologist;
- One (1) Lab Attendant;
- One (1) Non-Technical

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Section 19 - Occupational Health and Safety

Biological Monitoring of Workers

OPSEU opposes any form of mandatory biological monitoring of workers including testing for the use of drugs, occupational exposures to toxic substances, genetic testing or screening as a condition of employment or for any other employment related use.

(May 14-15, 2003 B, p.9)

Emergency Service Workers – Compensation from OWSIB

OPSEU supports the efforts of all Emergency Service Workers in Ontario in their endeavours to secure compensation from the OWSIB for injuries, diseases and illnesses incurred in the performance of their duties, especially through exposure to hazardous conditions and materials.

(May 15-16, 2002 B, p.20)

Fragrance Free Awareness Policy for OPSEU

1. Given the growing body of evidence linking exposure to scented products with serious health effects such as asthma attacks, respiratory symptoms and migraine headaches, OPSEU will promote that all OPSEU-sponsored meetings and functions attended by OPSEU members will remain free of chemical-based scented products.
2. Examples of scented products that may cause some people to experience symptoms are: scented personal care products such as perfume, cologne, aftershave, essential oils, heavily scented deodorants, scented body lotion and hand lotion, hair spray, hair mousse and gel, and scented products and toxic chemicals used by cleaning, maintenance and kitchen workers.
3. Efforts to reduce exposures to chemical-based scented products will include:
 - all OPSEU meeting notices will contain a statement that: "Persons attending OPSEU meetings are requested to refrain from using perfume, cologne and other fragrances for the comfort of other participants;"
 - a sign will be posted outside meeting rooms reminding persons attending the meetings to refrain from using fragrances;
 - hotels and other facilities where OPSEU meetings are held will be requested to remove or disconnect any fragrance-emitting devices from meeting rooms and adjoining restrooms if possible
 - hotels and other facilities where OPSEU meetings are held will be requested to ensure that OPSEU meetings will attempt to avoid locations close to recently renovated or painted areas, or in areas with newly installed or shampooed carpets, or in areas recently treated with pesticides;
 - the measures above will also apply to meetings held at OPSEU head office, regional offices and membership centres;
 - OPSEU head office, regional offices and membership centres will endeavor to use cleaning products that are unscented and least likely to provoke negative health effects such as asthma, respiratory irritation and headaches;
 - OPSEU head office, regional offices and membership centres will endeavor to use the least toxic products available to perform remodelling and maintenance work

Section 19 - Occupational Health and Safety

4. It will be the responsibility of the chair or OPSEU staff at OPSEU-sponsored meetings and functions to address the concerns of participants who complain that they are being exposed to scented products that are negatively affecting them at the meeting.
(October 21-23, 2003 B, p.29)

Harassment

Whereas harassment in the workplace is a safety threat and whereas it has a negative impact on the health of its victims;

Therefore be it resolved that OPSEU will lobby the provincial and federal government to include harassment as grounds to refuse work under the provincial and federal health and safety legislation.
(September 15-16, 1999 B, p.14)

As of June 15, 2010 the Occupational Health and Safety Act recognized workplace harassment as a health and safety hazard. OPSEU, local unions, Joint Health and Safety Committees and Health and Safety Representatives will pressure employers to comply with the amended legislation to prepare a policy and to develop, implement and maintain a program including measures and procedures, reporting and investigative processes, and training and education for workplace parties to address and prevent workplace harassment.

(January 30, 2013 B, p.10)

Sexual Harassment

WHEREAS workplace violence is on the increase, making it hurtful and damaging to our members' Health and Safety; and

WHEREAS frontline workers are at serious risk due to aggressive and frustrated customers, clients, residents and patients; and

WHEREAS Sexual Harassment including stalking, threats and violence are present in the workplace of our members; and

WHEREAS workers can refuse any work they have "reason to believe" is likely to endanger their health; and

WHEREAS Sexual Harassment issues are presently considered to be appropriately dealt with under the *Ontario Human Rights Code* rather than the *Ontario Occupational Health & Safety Act*; and

WHEREAS the *Ontario Human Rights Code* addresses these issues in a delayed, unacceptable manner, involving years to resolve such issues; and

WHEREAS there is reluctance by the Ontario Labour Relations Board to deal with issues of Sexual Harassment;

OPSEU shall fund a campaign to pressure the government to include Sexual Harassment as an Occupational Health & Safety issue which must be included in the Ontario Health & Safety Act, to afford our members prompt action.

(Convention 1999, p.38)

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Health and Safety Committees (Local Union)

1. In addition to selecting representative(s) to represent OPSEU on Joint Health and Safety Committees (JHSC) or as Health and Safety Representatives (HSR), all local unions must form a standing union health and safety committee composed of an appropriate number of members appointed by the local executive committee (LEC) to which it shall report and be responsible and accountable;
2. All union committee members must have completed OPSEU's course on health and safety by the end of their first year in office;
3. Union committee members shall serve on the committee for a term of office determined by the LEC, and shall serve at the pleasure of the LEC;
4. Health and safety committee persons shall focus on health and safety matters, including participation as union representatives on joint (union-management) health and safety committees;
5. The union health and safety committee shall be responsible for the following:
 - (a) investigating members' complaints and assisting in obtaining a remedy.
 - (b) conducting or arranging health and safety training for local members.
 - (c) regularly informing members about health and safety hazards and their rights under the legislation and their collective agreement.
6. The union health and safety committee shall meet as required and report to the LEC and the membership at all regularly scheduled meetings;
(April 4-5, 1990 B, p.6; May 14-15, 2003 B, p.6; January 30, 2013 B, p11)

Joint Health and Safety Committees and Certified Members

1. Union representation on joint (union-management) health and safety committees shall consist of at least one (1) member of the LEC, and an appropriate number of health and safety committee persons appointed by the LEC;
2. All worker members of the JHSC shall be solely accountable to, and serve at the discretion of the LEC;
3. All worker members shall caucus regularly and prior to the JHSC meeting with the union health and safety committee;
4. Worker members of the JHSC shall report regularly to the LEC on all issues being negotiated with the employer, and obtain the endorsement of the LEC prior to any agreement with the employer;
5. All worker members of the JHSC must have completed OPSEU's health and safety training (Levels 1, 2, and 3) as soon as practicable;
6. Certified members to the JHSC must be appointed by the LEC and be directly responsible and accountable to the LEC, and serve in this capacity at the discretion of the LEC;

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7. All certified members must have completed OPSEU's Health and Safety training (Levels 1, 2 and 3) within two years of having been appointed;
8. Certified members shall be appointed for a term of office determined by the LEC and may be removed from office where the LEC has determined that the health and safety interest of the members have not been appropriately served;
9. To encourage other members to undergo certification training, a set term of office of two years should be established;
10. Following LEC elections, all locals shall review OPSEU representation on local JHSCs including Certified members of the JHSC and shall reaffirm in writing to the employer which workers are authorized by the local to participate on the JHSC and which one of those is authorized and shall act as the Certified member.
(October 20-22, 1992 B, p.15; May 14-15, 2003 B, p.7-8; January 30, 2013 B, p.12)

Local Health and Safety Representatives and Certification

1. In smaller workplaces (6 to 19 regularly employed) where no committee is required under the Act, or in a workplace with fewer than 6 workers and ordered by the Ministry of Labour to have a health and safety representative, the union shall appoint a Health and Safety Representative from the standing local health and safety committee;
2. All health and safety representatives shall be solely accountable to, and serve at the discretion of the LEC;
3. All health and safety representatives shall liaise regularly with the local health and safety committee;
4. All health and safety representatives shall report regularly to the LEC on all issues being negotiated with the employer, and obtain the endorsement of the LEC prior to any agreement with the employer;
5. All health and safety representatives must complete OPSEU's health and safety training (Levels 1, 2, and 3) as soon as practicable;
6. All health and safety representatives shall endeavor to convince the employer the value in becoming certified in order to perform their roles;
7. Locals shall endeavor to negotiate language in the collective agreement that entitles health and safety representatives to become certified;
8. Following LEC elections, all locals shall consider who represents OPSEU as a Health and Safety representative and shall reaffirm in writing to the employer which worker(s) is authorized by the local to perform the duties of a Health and Safety representative in the workplace.
(October 21-23, 2003 B, p.28; January 30, 2013 B, p.13)

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Certification Training Delivery

All local unions shall strive to ensure that certification training (Part 1 and Part 2 Workplace Specific Hazard training) for worker certified members be delivered solely by OPSEU approval certified health and safety instructors registered through the Worker's Health and Safety Centre.

(October 19-21, 1993 B p.40; October 20-22, 1992 B, p.15; April 4-5, 1990 B, p.6 (amalgamated policies) January 30, 2013 B, p.12)

Requirement for Certified Health and Safety Instructors

All health and safety instructors must have completed OPSEU's course on health and safety prior to delivering certification instruction to OPSEU's worker certified members.

(October 21-23, 2003 B, p.28)

Legislation Objectives

Full Protection for Workers

1. OPSEU will continue efforts to force the government to introduce effective legislation and regulations that provides full protection for all workers, expands workers' rights, strengthens enforcement and establishes an independent appeal system.
(May 10-12, 1990 C, p.13)
2. Privatization: OPSEU opposes the privatisation of all public services and proposes that all social services including correctional and direct care services be fully funded by the government.
3. Unsafe Working Conditions

OPSEU will lobby to change the legislation to incorporate the following elements:

- a) worker safety representatives must have authority to order a halt to work when conditions are unsafe;
 - b) JHSCs must be authorized to require employers to remove threats to the health and safety of workers;
 - c) workers must be fully protected from reprisals by employers;
 - d) workers must be provided with full pay during any health and safety related work shutdown;
 - e) workers must have the right to employer paid time off for independent health and safety training;
 - f) all workers must have the unhindered right to refuse unsafe work; and
 - g) workers must have the right to inspect and monitor the workplace on a routine basis.
(June 14-15, 1989 B, p.32)
4. Working Alone
- No employee will be assigned to work alone with potentially violent persons, or in situations where the health and safety of the worker is potentially placed in danger. Where a worker is

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assigned to work alone the employer must undertake a risk assessment in consultation with the joint health and safety committee to determine the extent of risk and what measures must be put in place to protect the health and safety of the worker.

Injured Workers

When a worker is partially disabled because of a workplace injury, the employer is obliged by law to provide such a worker with safe alternate work with no loss of income, as long as the worker is available to work.

If safe alternate work cannot be found, the disabled worker shall remain on leave with full pay until such work is found or until retraining at the employer's expense is arranged; and if the employer offers safe alternate work that is unacceptable to the worker, he/she should have the option of taking leave without pay with no loss of seniority, or pension benefits.

(June 14-15, 1989 B, p.32)

Joint Training

- A. OPSEU will operate its health and safety training programs at the central and local levels independently of the employer, just as we operate training on grievances and other Union issues;
- B. That any joint health and safety training be restricted to: Participation in specific technical conferences, or seminars provided that:
 - a. The Union co-develop the program content and materials;
 - b. The program is facilitated by a certified union instructor or technical expert acceptable to the Union;
 - c. The employer provides paid time off and expenses to all participants;
 - d. The employer assumes all expenses for facilitators and program materials and accommodation;
 - e. The employer provides follow-up time off with pay for union participants to independently assess the workplace implications of the technical information they have mastered;
 - f. That requests from outside organizations to engage in joint training be directed to the president of OPSEU and to the local union president.

(December 3-4, 1987 B, p.11)

Mandatory Flu Shots

OPSEU opposes mandatory flu shots.
(March 7-8, 2001 B, p.36)

Protection for Health Care Workers

OPSEU lobby the government and employers to provide overall protection for workers who may be adversely affected by “code orange” and “new normal initiatives.”

(Convention 2004, p.15)

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Safety Engineered Devices To Prevent Sharp Injury

OPSEU will lobby the provincial government to introduce legislation mandating the use of engineered safety devices in all health care settings.

(Convention 2004, p.7)

Severe Acute Respiratory Syndrome (SARS)

OPSEU demand full protection of health and safety of all workers who may be exposed to SARS.

(Convention 2003, p.41)

Smoking Policy

All OPSEU functions shall be smoke free. This shall include all local and central union functions for both social and union business functions.

Stress Levels in the Workplace

- a) the Union will undertake to develop educational programmes to educate the membership to identify, cope and eliminate stress levels on their jobs;
- b) provide educational material, including how to set up joint employee assistance programmes, to the locals regarding stress;
- c) develop up-to-date lists of community based help groups to assist our members in the fields;
- d) to negotiate mental health leave clauses into all collective agreements.
(November 6-8, 1987 C)

Violence in the Workplace

OPSEU will assist worker members on JHSCs and Health and Safety representatives to work within their local structures to ensure effective implementation of amendments to the Occupational Health and Safety Act regarding workplace violence and harassment (Bill 168).

OPSEU will direct worker members on joint Health and Safety Committee to demand that training on violence in the workplace be a mandatory component of phase II certification and that it be a mandatory part of WHMIS training for all employees.

Health and Safety Committees will audit the workplaces including parking lots, and these audits will be done during both daylight and night hours.

OPSEU will make available to locals newsletter articles on combating violence in the workplace, workers rights and the right to refuse unsafe work.

(Convention 2002; May 15-16, 2002 B, p.20; January 30, 2013 B, p.13)

Walkerton – Lessons

OPSEU, through grassroots discussion, will continue to research members' ideas on how inspection, investigation and enforcement programs are needed to be resourced and organized in order to protect human health and the public risks inherent in the Conservatives' cut-and-deregulate agenda; and

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OPSEU, together with all allies, will ensure that during the next election campaign we will continue to raise the results of our findings and to use them to hold the Conservative Party accountable for the seven deaths and 2,300 illnesses in Walkerton.

(Convention 2002, p.25)

Ontario Clean Water Agency

OPSEU will lobby the provincial government to recognize the importance of their work and identify them accordingly with the status of skilled tradespeople.

(May 19-20, 2004 B, p.18)

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Section 20 - Organizing Policy

Organizing Policy

The Ontario Public Service Employees Union will organize all workers who have a desire to share in the benefits of collective bargaining and union membership. An organizing priority will be to follow our members' work in the event of divestment or privatization.

(January 30-31, 1997 B, p.7)

OPSEU's organizing department should involve young women and men in developing strategies to reach out to young people.

(September 9-10, 1998, p.15)

Allied Health Professionals (Paramedical Employees) - Conference Cost

The Executive Board approves a standing annual allocation of \$2,500 to the BPS Medical Division in order to facilitate representation from that division at professional association conventions and to promote unionization in this sector. Expenditures are to be authorized by the First Vice-President/Treasurer.

AMAPCEO

OPSEU will work with AMAPCEO to enable OPSEU and AMAPCEO to amalgamate or for AMAPCEO to merge into OPSEU, as can be agreed to by both parties.

(Convention 2002, p.8)

Ambulance Division - Conference Costs

The Executive Board approves an annual subsidy of \$1,200 to the ambulance division to assist in attendance at professional association meetings in order to facilitate organizing projects.

Children's Aid Societies - Conference Costs

The Executive Board approves an annual allocation of \$1,200 to cover the costs of participation by members of the Children's Aid Societies/Family and Children's Services Division in conferences of the Ontario Association of Children's Aid Societies and the Ontario Association of Professional Social Workers in order to facilitate organizing.

Commitment to New BPS Members

Should any person who has supported OPSEU during an organizing drive be subjected to unfair labour practices, OPSEU will exert all possible effort in defence of that individual.

Composite Locals Established for BPS Units

When a composite local has been established by head office for the purpose of receiving new BPS units into the union, that composite local may not object to the addition of further BPS bargaining units to its membership until its total membership reaches the average for the union.

Incorporation of New BPS Bargaining Units

Before incorporation of a newly organized BPS unit into an existing local, the president (or his/her designee) will discuss the incorporation with the president of the local into which incorporation is proposed.

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Long Term Care Restructuring

The Executive Board of OPSEU endorsed the recommendations of OPSEU's round table on long term care reform:

- that OPSEU demand that the government negotiate with labour, a process for the merger of agencies and services under multi-service agencies. This should include successor rights and the right for individual bargaining units to access central (sector) bargaining.
- that OPSEU Executive Board support the organizing department to investigate organizing in multi-service agencies, to develop organizing strategies for multi-service agencies and that these strategies be acted upon as quickly as possible to protect our members who may be umbrella'd under MSAs.
- that the organizing department in its strategic plan for organizing MSAs pay particular attention to successor rights of individuals being transferred from mental health programs and acute care hospitals.
- that the Executive Board of OPSEU demand that the government move immediately to negotiate with labour, a province-wide health sector labour adjustment program which is enforceable.
- that OPSEU lobby the government for regulations which ensure labour representation of front-line workers on district health councils, LTC committees of district health councils and boards of multi-service agencies.
- that the Executive Board of OPSEU support the ad hoc LTC committee to meet bimonthly as required to further develop OPSEU policy on LTC restructuring particularly in the current climate of rapidly developing government initiatives in LTC reform.
- that the Executive Board of OPSEU demand that HSTAP be involved in the administration of any redeployment in the LTC sector to ensure consistency of service and province-wide access for displaced workers.
- that the Executive Board of OPSEU endorse and fund presentations to LTC committees of district health councils, the purpose of which is to ensure that the comprehensive human resource strategy they are charged with creating addresses labour's concerns and that it is consistent across the 27 DHCs in Ontario.

(April 27, 1994 B, p.30)

Merger

The Executive Board approves in principle the exploration of mergers with associations and unions which share our jurisdiction:

1. The president will authorize the initiation of contact with a union or association.
 2. The organizing department will co-ordinate potential merger discussions.
 3. Any draft proposals or memoranda with respect to a potential merger will be forwarded to the Executive Committee and Executive Board for final approval.
- (December 7-9, 1994 B, 10)

New BPS Bargaining Units

No newly organized BPS unit will be permitted to be a local in its own right unless the number of members exceeds 100.

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Where feasible, BPS units will be assigned to BPS locals within their respective regions, or new BPS locals will be created. (Convention 1993 resolution)

Notwithstanding any of the above, the Board retains the authority to determine the formation of locals with fewer than 100 members, when circumstances warrant.

Organizing Home Care Workers

OPSEU will launch an organizing campaign to unionize all home care workers in order to improve their working conditions and increase their wages, thereby also providing continuity of care to the public.
(May 14-15, 2003 B, p.13)

Organizing in Non-priority Sectors

The president may approve an organizing project in any non-priority sector, provided the anticipated size of the bargaining unit exceeds 40 persons.

Organizing Part-time College Faculty

OPSEU will organize these employees (part-time college faculty) into an association of part-time teachers seeking the right to be organized (if they choose) for the purpose of raising public awareness to their plight.

OPSEU will launch a charter challenge to the treatment of these predominantly female employees whose human rights have been violated.
(Convention 2002, p.27)

Organizing and Participation of Youth

WHEREAS OPSEU is made up of a diverse membership; and

WHEREAS with restructuring, downsizing, outsourcing, privatization and devolution, our membership is vulnerable; and

WHEREAS we see the demographics of our workplaces changing drastically;

THEREFORE BE IT RESOLVED THAT OPSEU urge its locals to increase the participation of rank and file members and to recruit, train, and utilize them in organizing, especially those from the designated groups;

BE IT FURTHER RESOLVED THAT OPSEU urge its locals to work to increase the participation of youth workers from our membership.
(April 8-10, 1999, C, p.41)

Orientation Session for Newly Organized Locals

The office of the President will develop an orientation session for all newly organized Locals which would include the financial policies of the Union, political structure, services available, etc.
(September 13-14, 1984 B, p.33)

Section 20 - Organizing Policy

Private Sector Laboratories

OPSEU will organize all hospital laboratory workers in workplaces where there are employees who had their original agreement of employment with an institution which was publicly administered.

(June 7-8, 1995 B, p.22)

Privatization of Lab Services

OPSEU will respond to privatization of lab services by attempting to organize private laboratory workers who were previously represented by OPSEU (e.g. Public Labs being privatized) and those Laboratory workers who are working for Private labs where the work was formerly done by a public hospital (e.g. Public/Private partnerships such as Sunnybrook Hospital).

(October 25-27, 1995 B, p.13)

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Section 21 – Pensions

1. Vision statement:

All working people have a right to a retirement with dignity.

OPSEU is strategically placed in Canada's pension community as a sponsor of some of the largest pension plans in Canada. Since the 1980s, its fundamental principles have been the right to retire with dignity through joint sponsorship of pension plans. This is the only way that OPSEU members may be assured that their pension plans will survive and the pension promise will be met.

OPSEU continues to believe that the control of pension capital belongs in the hands of working people and that OPSEU can exercise a financial clout to rival that of the banks. OPSEU can make capital work in the public interest to support local communities – locally and globally.

As the leading pension sponsor, OPSEU will encourage cooperation among plans so that plans can learn from another and share their expertise so that working people can benefit.

Most OPSEU members have a defined benefit pension. They know how much they will receive as a benefit when they retire and for the rest of their lives. Careful sponsor oversight ensures that the benefit will indeed be there. A defined benefit plan and joint sponsorship belong hand-in-hand.

(September 15-16, 2010 B, p.6)

2. Sponsorship:

OPSEU is a sponsor of OPTrust, HOOPP, CAAT Pension Plan, OMERS, Canadian Blood Services, the OPSEU Staff Pension Plan and the OPSEU Pension Plan (TOPPs).

(September 15-16, 2010 B, p.6)

Sponsorship in practice:

The formal duties and responsibilities of exercising sponsorship are delegated through the organization within the framework of OPSEU's Constitution and plan documents.

For this reason, OPSEU believes that it is essential to have formal procedures and processes of sponsorship to make sure that the work of the sponsor is undertaken and completed competently and responsibly by the appropriate representatives. This includes effective and efficient communication processes so that all those who are pension decision-makers are 'kept in the loop' and, internally, the administration of OPSEU's pension plans is transparent.

Sponsorship practices for the CAAT plan are spelled out clearly in a separate policy. Existing policies and practices for other plans for which OPSEU is a sponsor are less clear or non-existent.

OPSEU will develop protocols where necessary for each of the pension plans of which it is a sponsor. This will be achieved through review of existing practice and correspondence with each plan.

(September 15-16, 2010 B, p.6)

The OPSEU sponsor and policy development:

As sponsor, OPSEU is responsible for the long-term interests of these plans and its members and ensuring that the plans are:

- affordable and sustainable, and that the pension benefits are secure and sufficient;

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- governed responsibly by trustees and sponsor representatives who are competent, knowledgeable, effective and cognizant of OPSEU policies.

This is what sets OPSEU's trustees apart as *union* trustees.

OPSEU makes it a priority to set pension policies that reflect the long term interests of plan members, working people and communities both locally and globally. These policies may be directly related to the administration, management and investment of pension plans, or less directly so in that they reflect a broader interest in social and economic policy that further the interests of working people and in which pension plans may play a role. These policies are not operational; these policies do not instruct trustees how to do their job at the trustee board table. They do provide a framework for trustee and sponsor representative decision-making.

(September 15-16, 2010 B, p.6)

Meetings with trustees:

OPSEU as sponsor must support its trustees and sponsor representatives and, on a regular basis fully inform and discuss with them OPSEU pension policies; furthermore, it must encourage a collaborative relationship with its trustees and sponsor representatives through means of regular communication and dialogue. These meetings may be in person, by teleconference or videoconference.

Regular reports from trustees and sponsor representatives are necessary and are outlined later under trustee responsibilities.

At least semi-annually, each group of trustees and sponsor representatives from each pension plan must meet with the Pension Liaison Committee (PLC). The role of the PLC is more fully described in a following section.

(September 15-16, 2010 B, p.6)

Meetings of joint and co-sponsors:

Meetings with joint and co-sponsors are equally important in establishing a mutually beneficial relationship and provide sponsors a forum to oversee the management of plans and to pursue policy goals.

Sponsorship agreements may delineate how often sponsors must meet.

Since OPSEU's goal is to coordinate pension plans of which it is a sponsor in order to pursue issues like pension coverage and the rights of members to have their pension follow them in divestment, meetings of joint and co-sponsors are a critical opportunity to pursue these agendas.

OPSEU shall use its best efforts to ensure semi-annual meetings are held where there is otherwise no provision in plan documents.

As a general rule, sponsor meetings will be attended by the OPSEU President and/or the OPSEU Vice-President/Treasurer and the Pension Liaison Committee. If the President is not available, the President may appoint a designee. The President may determine, when necessary, to bring staff, members or other professionals.

(June 15-16, 2011 B, p.69)

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Separate processes exist for CAAT and OMERS. Existing CAAT policy is detailed and works well; see the last article of this section for the CAAT policies.

OMERS is governed by a Sponsors Corporation, the responsibilities of which are set out in the OMERS Act.

(September 15-16, 2010 B, p.6)

Facilitating cooperation between major sponsors and plans:

Ontario's major plans should be less competitive and more collaborative. On occasion, there are joint initiatives and investment co-partnerships. But there are many opportunities where the major plans can and should work together and do not – on social policy goals such as achieving greater pension coverage; on administrative issues such as compensation, technology, governance and education and on investment management issues related to socially responsible investment.

Chief among these issues is that of asset transfers in divestment. OPSEU will endeavour to play a key role in building more collaborative relationships between the sponsors of Ontario's large plans with the goal of working towards "no-raid" policies that allow plan members to stay in their pension plan regardless of where they work. In the alternative, OPSEU must continue to work to ensure portability between pension plans.

OPSEU expects its trustees and sponsor representatives to work to encourage more collaboration between plans with a view to promoting OPSEU's pension agenda.

(September 15-16, 2010 B, p.6)

OPSEU Internal development:

The Executive Board endorsed the recommendation of the Pension Liaison Committee that the status quo be maintained for the OPT Sponsorship Committee. Sponsorship roles are spread throughout a number of leadership bodies in OPSEU. So keeping the status quo does not mean that we do nothing. OPSEU shall ensure that all those with a sponsorship role have access to comprehensive and intensive training in pensions.

(March 4-5, 2009 B, p.23)

3. Trustee and sponsor representatives:

General principles:

The following principles regarding pension plan trustees and sponsor representatives are adopted by the Executive Board of OPSEU, with the understanding that all trustees are subject to their obligations of fiduciary responsibility:

- OPSEU trustees and sponsor representatives should understand the union's policies and goals;
- Application for employment with the pension plan will not be made while sitting as an trustee or sponsor representative;
- All expense records should be released to OPSEU and be printed in the OPSEU Convention's Summary of Remuneration;
- Each trustee or sponsor representative should file a written report on their activity and concerns, at least semi-annually;

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- Any information, that can be lawfully released, should be provided to OPSEU when and if required;
- Successful candidates are appointed by the Executive Board and such appointments shall be for a fixed term.
(September 15-16, 2010 B, p.6)

Overview of responsibilities:

OPSEU sponsors and trustees have a fiduciary responsibility to pension plan members and the Union to manage the plan's assets to ensure the funds are available to pay the pensions that have been promised. All other policy guidelines are subordinate to this principle.

OPSEU policy is to advance the interests of its members and all working Canadians through the socially responsible investment of pension funds which includes shareholder activism, ethical and other screens and economically targeted investment strategies.

OPSEU is responsible for ensuring that all union appointed sponsors and trustees are sufficiently trained to carry out the policies of the union.

OPSEU has oversight of its appointed sponsors and trustees representatives and has an obligation to ensure the policies of the Union are being followed. In the event that trustees fail to perform their duties, the Union has a responsibility to remove them. The appointment and removal process should be accomplished by way of a written policy.

(Convention 2003, p.37)

Remuneration of trustees and sponsor representatives:

In the event that a trustee/sponsor representative who is an active or former OPSEU member or OPSEU employee is eligible to receive a stipend or honorarium, the stipend or honorarium will be paid directly to OPSEU. OPSEU will also collect back payments to the extent possible. Any other OPSEU-appointed trustee/sponsor representative shall be paid the stipend or honorarium directly by the pension plan. OPSEU trustee/sponsor representatives will only be reimbursed subject to OPSEU policy for expenses incurred in the performance of their duties.

(November 12, 2013 B; p.1)

Who are trustees or sponsor representatives?

OPSEU has a preference for plan members over staff for trustee and sponsor representatives.

Retirees are eligible to serve as trustees.

(September 15-16, 2010 B, p.6)

Appointment of trustees:

The procedure for the job posting and selection of OPSEU trustees shall be as follows:

- Advertisement and job description are circulated as widely as possible and on the OPSEU website;
- Membership responses are submitted to the Membership Benefits Unit;

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- A short list of candidates is prepared by the PLC;
- Short-listed candidates are called in and interviewed by a three-person panel consisting of the Pension Liaison Committee;
- Recommendations of the interview panel are forwarded to the OPSEU Executive Committee and Executive Board for review and approval;
- Trustees are appointed by the Board;
- All appointments are to be for a fixed term and subject to the trustee signing the OPSEU Letter of Commitment;
- At the end of a trustee's term of office, OPSEU may at its discretion, reappoint the trustee or utilize the posting and selection procedure above;
- Recommendations of the interview panel are forwarded, where appropriate, to the relevant sector representatives.

CAAT and the OPSEU Staff Pension Plan trustee appointments are as per existing policy.
(September 15-16, 2010 B, p.6)

Appointment of sponsor representatives:

The appointment of the OMERS sponsor representative will follow the procedure as above. The appointment of the CAAT and OPSEU Staff Pension Plan sponsor representatives will be as per existing policy.

(September 15-16, 2010 B, p.6)

Letter of Understanding:

The existing board committee on pension trustees and sponsor representatives shall work with appropriate legal counsel to have a document drafted which covers the principles adopted by the board, and recognizing appointees' fiduciary responsibilities with the cost to be charged to the membership benefits legal budget line. The president shall require all appointees to complete the undertaking within thirty days of mailing by registered mail, and that any appointee who fails to do so will be recalled.

Orientation:

- Trustees will receive an OPSEU orientation kit once they have signed the trustee or sponsor Letter of Agreement. It will contain, among other documents, a complete set of OPSEU pension policies.
- A section of the OPSEU website will be designated for pension educational and policy materials.
- As soon as practically possible, trustees will undertake orientation sessions organized by the Membership Benefits Unit. If possible, relevant parts of these sessions will be provided pro bono by law firms (and other service provider firms) with which OPSEU does pension business.

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- It is a duty of more experienced trustees and sponsor representatives to mentor new trustees and sponsor representatives. The mentoring process may involve those within the same plan or different plans.
- To the extent possible, trustee recruitment pools will be established where this would be helpful to the plan. These members will be provided preliminary training in trustee powers and responsibility.
(September 15-16, 2010 B, p.6)

Reports:

On a semi-annual basis, trustees and sponsor representatives will submit written reports electronically to the PLC on their plan as follows:

- The first report is to be submitted for a May-June report to the Executive Board. The second one is to be submitted for a November-December report to the Executive Board;
- Reports will be triggered by semi-annual notices from the Membership Benefits Unit with a form attached to be completed by trustees;
- Trustees will work jointly on submission of the report on their respective plan;
- Reports will be summarized by staff in the Membership Benefits Unit and made appropriate for inclusion in the President's Report to the Executive Board. It is expected that some information submitted in these reports may be sensitive or confidential. OPSEU assures trustees that confidentiality will be protected.

The purpose of the President's written report on each of the OPSEU-sponsored plans is to provide concise and meaningful reports to the Executive Board that document all of the following:

- The progress of each plan in meeting the pension promise on a regular basis;
- The progress of trustees and sponsor representatives in pursuing OPSEU policies;
- Upcoming issues of possible relevance, interest or significance for the sponsor.

The report will describe all of the following:

- Events and decisions undertaken, underway or being planned;
- Individual activities, including committee membership activities, education undertaken and conferences attended;
- Issues of importance, relevance or significance to the sponsor which may be related to OPSEU policies or indicate the need for future pension policy.

In the interests of maintaining meaningful record-keeping at the plans and preserving confidentiality, OPSEU will not require the trustees to submit complete sets of minutes. However, from time to time, OPSEU may request and the trustees will submit those minutes that are of particular and appropriate interest and concern.

The PLC will receive the written report on activities in the President's report prior to it being submitted to the Executive Board.

(September 15-16, 2010 B, p.6)

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Developing active trusteeship:

Trustees are responsible for the decisions they make and must be aware of the rationale for each decision. Trustees must be fully informed and seek advice when necessary. Trustees are fiduciaries for the plan as a whole. All trustees must receive ongoing training in pension fund administration.

Information and briefings provided by staff and advisors to trustees should be complete and communicated in a form as determined by trustees to ensure accessibility and transparency.
(Convention 2003, p.37)

Materials on leaving office:

When a trustee or sponsor representative leaves office, all materials must be returned to the Membership Benefits Unit for the purposes of continuity.
(September 15-16, 2010 B, p.6)

4. Communication protocols

Fundamental rules:

Pension plans should hold transparency and clarity as fundamental rules of pension administration. Plan members have a right to expect timely, comprehensive and accessible information on decisions affecting them.

Pension plans should also understand that members often turn to their union for information.

Therefore, OPSEU must work closely with plans of which it is a joint or co-sponsor to coordinate communication strategies.

OPSEU expects its trustees and sponsor representatives to have the plans develop communication protocols in concert with the joint and co-sponsors.
(September 15-16, 2010 B, p.6)

Pension policy:

Knowledge of OPSEU policy is critical for representatives of the sponsor and trustees to be effective, to pursue OPSEU policy and to be truly *union* sponsor representatives and trustees. Therefore, they must receive, review, and understand new pension policies in a timely manner.

These policies are set out in Section 21 of OPSEU's Policy Manual. The President's Office shall send a copy of Section 21 to the PLC and the Membership Benefits Unit for circulation to trustees and pension staff. The Membership Benefits Unit will forward the policy to all OPSEU trustees and sponsor representatives.

On an interim basis, the President's Office shall also forward new pension policy passed by the Executive Board or Convention to the PLC and the Membership Benefits Unit for circulation to trustees and pension staff.
(September 15-16, 2010 B, p.6)

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Communication with plans:

The plan, and the sponsor when necessary, must send out consistent and accurate messages to plan members and be informed enough to answer questions from plan members.

Trustees and sponsor representatives are required to meet regularly with the PLC to report on plan business of concern to the sponsor. However, from time to time, issues may arise of considerable interest, concern or controversy and which require immediate communication to plan members.

Trustees and sponsor representatives must inform the President's Office of plan contacts for the purposes of communication and this information shall be passed on to the PLC, the Communications Division, and the Membership Benefits Unit.

The PLC must coordinate within the union by communicating pension information to Membership Benefits Unit and OPSEU's Executive Board so that enquiries from members can be answered effectively and accurately.

(September 15-16, 2010 B, p.6)

Confidentiality:

Liaison with OPSEU trustees and sponsor representatives is at the heart of the PLC's mandate. Both the PLC and trustees have a responsibility to build a mutually supportive relationship.

The PLC respects the independent role of trustees in exercising their fiduciary responsibility and that confidentiality is sometimes required.

(September 15-16, 2010 B, p.6)

Communication of trustees with sponsors and members:

Boards of Trustees should make their decision-making transparent through documentation that is clear, comprehensive and fully informed. Regular reporting to sponsors and members should be incorporated into the sponsorship and trust documents such that reporting is meaningful and relevant to sponsor and member concerns and allows for dialogue.

Service to members should be a high priority. While legislation guarantees a bare minimum of information to members, pension plans should have much higher standards of communication. Members should have information on their pension entitlements as well as more general information on the plan. The Board of Trustees should ensure that pension plans have comprehensive and accessible web sites. Pension plans should deliver retirement planning workshops specific to the plan.

(Convention 2003, p.37)

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5. Plan policies and protocols

CAAT plan:

Pension Plan: Appointment Process for CAAT(A) Representatives on the Board of Trustees and Sponsors' Committee of the CAAT Pension Plan

The CAAT Pension Plan Board of Trustees has a total of 12 Trustees – 6 Trustees appointed by the Colleges, 4 Trustees (2 academic, 2 support) by OPSEU via the Sponsors' Committee, 1 retiree Trustee appointed by the Sponsors' Committee, and 1 Trustee appointed by the Administration's Association. The Sponsors' Committee has 8 members of which 4 are appointed by the Colleges, 3 are appointed by OPSEU (1 academic, 1 support and 1 OPSEU) and 1 appointed by the Administration's Association. The following procedures are established for the appointment of the OPSEU CAAT(A) representatives on the Board of Trustees and the Sponsor's Committee.

The intent of these procedures is to assure:

- a democratic process by which the Division can select its own representatives for formal appointment by OPSEU
- a clearly defined method of selection that can be referenced by any plan members wishing to serve on the Board of Trustees or the Sponsors' Committee
- stable, experienced representation and continuity in representation on these vital bodies

Section A – “Active Member” Trustees and Sponsor Representative

1. Selection of persons for appointment by OPSEU as a Trustee or Sponsor Representative must be by a vote at a Division Meeting of all delegates and other eligible voters in accordance with Division by-laws.
2. Any delegate or first alternate to the Division Meeting or incumbent representative who is a member of OPSEU and the bargaining unit is eligible to run for election at the Division Meeting in accordance with the Division by-laws and procedures.
3. An incumbent is eligible for re-election and appointment without limitation to the number of terms served.
4. The effective starting date for an elected, and OPSEU appointed, representative will be January 1st following the relevant Division Meeting and, except as described in (5) will be for a term of 3 years. The initial elections will be at the next CAAT(A) Division Meeting.
5. In the first election of the Two Trustee representatives, one Trustee will be elected for a 2-year term and one for a 3-year term.
6. The term for the Sponsor's Committee representative will be for 3 years.
7. One alternate Trustee representative will be elected for a 3-year period, and will be available to replace a Trustee who is unable to complete their term. The alternate shall receive all materials arising from meetings as permitted by law.

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8. One alternate Sponsors' Committee representative will be elected for a 3-year period, and will be available to replace the Sponsors' representative who is unable to complete their term. The alternate shall receive all materials arising from meetings as permitted by law.
9. Effort will be made to co-ordinate continuity of membership with other OPSEU, Management, and College Trustee and Sponsor representatives to maintain continuity of experienced and knowledgeable representation on these bodies at all times.
10. A Trustee or Sponsor can be recalled either by a resolution of a Division Meeting, or by the Division Executive when it has the approval of 60% of the Local Presidents. The process for the Division Executive will involve taking a poll of the Local Presidents and reporting to the President of OPSEU for implementation.
11. The appointment of a Trustee or Sponsor representative will be terminated if the representative ceases to be an active member of the bargaining unit. The representative would then be replaced by the alternate representative.

Section B – Retiree Trustee Representative

1. The Retiree Trustee is selected from one of the three component groups (academic, support, administration) on a 3-year rotation basis as set out in the CAAT Pension Plan Sponsorship and Trust Agreement. The actual appointment of the Retiree Trustee can be made only by the Sponsors Committee of the CAAT Pension Plan by unanimous vote of the Committee's members. These members should be instructed by their constituencies to endorse the selected candidate as identified through the process(es) agreed upon by three component groups.
2. The CAAT Pension Plan has advised that it is impractical to establish segregated lists of academic, support, and administrative retirees in order to structure an election process where only members of each component group could be involved in the election process of the retiree trustee from their group.
3. The CAAT(A) Division Executive has concluded that the election of Retiree Trustees should be the result of a vote by all retirees even though the eligible candidates must be rotated amongst the three component groups. This process will be recommended to the CAAT(S) Division Executive and to the OPSEU Executive Board for implementation. Similarly, this process will be recommended to the Administration's Association in order that the election of a Retiree Trustee from the Academic retirees can be carried out as intended for the Fall of 1996. The Sponsor's Committee also should approve the process agreed upon.
4. The Retiree election should be administered by the CAAT Pension Plan staff and the associated costs should be covered by the CAAT Pension Plan. The Retired plan member who is the runner-up in Retiree Trustee elections should be the alternate Retiree Trustee for the same 3-year period as the elected Trustee.

Section C – Policy Regarding Expenses

1. The union Trustees and sponsor to the CAAT Pension Plan will be compensated for expenses, according to the same OPSEU policies that apply to all other OPSEU members.

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2. In order to implement this policy all CAAT Academic Pension Plan Trustees and Sponsors (both active and retirees) will direct the Pension Plan to remit any amounts claimed under the Plan's policies directly to OPSEU, compensating the claimants as per OPSEU policy.
3. Any excess between the amount remitted to OPSEU by the Plan and the amount paid by OPSEU to the claimant will be returned to the Plan for the benefit of all members and any shortfall will be made up to the claimant by OPSEU.
4. In addition, it is the expectation of the Division that no trustee or sponsor of the Plan may apply for any position or bid for any contract with the Plan while holding the position of trustee or sponsor.

Section D – CAAT Pension Plan Changes

1. Representatives to the CAAT Pension administrative bodies have the responsibility to make decisions affecting all the active and retired members of the Plan.
2. To ensure constituency input, there will be timely and effective communication to all members from the Plan's staff. For example, electronic distribution of all Trustee and Sponsor meeting agenda to all local presidents and administration representative prior to the meetings, and draft minutes following the meetings, will flag virtually all issues of substance regarding Plan changes.
3. Any proposed amendment to the Plan which would involve a non-mandatory increase in the contribution rate by plan members will require a direct vote of all eligible active plan members. The Plan Sponsor representatives will accept the result of the vote as direction in voting on such an amendment.
(April 9, 1997 B, p.21)

Pension Plan: Appointment Process for CAAT(S) Representatives on the Board of Trustees and Sponsors' Committee of the CAAT Pension Plan

The CAAT Pension Plan Board of Trustees has a total of 12 Trustees – 6 Trustees appointed by the Colleges, 4 Trustees (2 academic, 2 support) by OPSEU via the Sponsors' Committee, 1 retiree Trustee appointed by the Sponsors' Committee, and 1 Trustee appointed by the Administration's Association.

The Sponsors' Committee has 8 members of which 4 are appointed by the Colleges, 3 are appointed by OPSEU (1 academic, 1 support and 1 OPSEU) and 1 appointed by the Administration's Association.

The following procedures are established for the appointment of the OPSEU CAAT(S) representatives on the Board of Trustees and the Sponsor's Committee.

The intent of these procedures is to assure:

- a democratic process by which the Division can select its own representatives for formal appointment by OPSEU
- a clearly defined method of selection that can be referenced by any plan members wishing to serve on the Board of Trustees or the Sponsors' Committee
- stable, experienced representation and continuity in representation on these vital bodies

Selection of persons for appointment by OPSEU as a Trustee or Sponsor Representative must be by a vote at a Division Meeting of all delegates and other eligible voters in accordance with Division by-laws.

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The appointment of a Trustee or Sponsor representative will be terminated if the representative ceases to be an active member of the bargaining unit. The representative would then be replaced by the alternate representative.

Section A – “Active Member” Trustees and Sponsor Representative

1. Selection of persons for appointment by OPSEU as a Trustee or Sponsor Representative must be by a vote at a Final Demand Set meeting.
2. Any delegate to the Final Demand Set meeting who is a member of OPSEU and the bargaining unit is eligible to run for election at the Final Demand Set meeting in accordance with the Division’s procedures.
3. An incumbent is eligible for re-election and appointment without limitation to the number of terms served.
4. The relevant starting date for an elected, and OPSEU appointment representative will be the first meeting following the relevant Final Demand Set meeting and, will be for a term of the collective agreement which is negotiated following the Final Demand Set meeting.
5. The Sponsors Representative shall be elected from amongst and by the members of the Divisional Executive. The term of office and starting date are the same as (4).
6. Two alternate Trustees shall be elected for the same period of time, and will be available to replace a Trustee who is unable to complete that term.
7. A Trustee or Sponsor can be recalled either by a resolution of a Meeting of the Division or by the DIVEX when it has the approval of 60% of the Local Presidents. The process for the Division Executive will involve taking a poll of the Local Presidents and reporting to the President of OPSEU for implementation. The Trustee being given notice should have opportunity to rebut being removed with respect to the same OPSEU policies that apply to all OPSEU members.
8. The appointment of a Trustee or Sponsor representative will be terminated if the representative ceases to be an active member of the bargaining unit. The representative would then be replaced by the alternate representative.
9. All appointments are subject to signing the Trustee Letter of Commitment.

Section B – Retiree Trustee Representative

1. The Retiree Trustee is selected from one of the three component groups (support, academic, administration) on a 3 year rotation basis as set out in the CAAT Pension Plan Sponsorship and Trust Agreement. The actual appointment of the Retiree Trustee can be made only by the Sponsors Committee of the CAAT Pension Plan by unanimous vote of the committee members.

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2. The nomination of the CAAT Support retiree trustee shall be made by a five-member selection committee composed of the two CAAT Support trustees, the CAAT Support and the OPSEU representatives on the Sponsors Committee and a representative of the CAAT Support Division Executive. Prior to the appointment of a retiree trustee from the CAAT Support Division, notice of the impending vacancy will be published in the CAAT Pension Newsletter and distributed to the CAAT Support locals. CAAT Support retirees interested in nominating themselves for consideration will be required to complete a written application listing skills, experience and references.
3. The selection committee shall also designate an alternate retiree trustee from the CAAT Support Division to assume the appointed trustee's term should the trustee leave the position before their term is complete.
(December 4, 2003 B, p.15)

Section C – Policy Regarding Expenses

1. The union Trustees and sponsor to the CAAT Pension Plan will be compensated for expenses, according to the same OPSEU policies that apply to all other OPSEU members.
2. The CAAT Support Trustees and Sponsor are required to follow the current OPSEU expense policy procedures in respect to the expenses of union Trustees and Sponsors, including a requirement to report to OPSEU the full amount of allowances and expenses paid by the Plan to each union Trustee and Sponsor.
3. No Support Trustee or Sponsor shall apply for any position or bid for any contract to deliver services with the Plan while holding the position of Trustee or Sponsor.

Section D – CAAT Pension Plan Changes

1. Representatives to the CAAT Pension administrative bodies have the responsibility to make decisions affecting all the active and retired members of the Plan.
2. To ensure constituency input, there will be timely and effective communication to all members from the Plan's staff.
3. Any proposed amendment to the Plan which would involve a mandatory increase or decrease in the contribution rate by plan members will require a direct vote of all eligible active plan members. The Plan Sponsor representatives will accept the result of the vote as direction in voting on such an amendment.

Section E – Education

1. Workshops, conferences and all educational opportunities are important aspects of understanding the roles and responsibilities assigned to trustees and sponsors.
2. Preference for attending seminars, workshops, conferences, and all educational opportunities for pension trustees and sponsors should be for Canadian content and location.
3. Any trustee or sponsor who is considering taking educational sessions which do not consist of Canadian content or location must first make a written application to the Divisional Executive stating reasons for choosing an educational experience outside of Canada prior to making application to attend.

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4. The Divisional Executive will consider all applications on a case by case basis and will give their recommendation in writing to the applicant with rationale for decision.
(May 19-20, 1999 B, p.15)

Healthcare of Ontario Pension Plan (HOOPP):

The Executive Board accepted the recommendation from the trustees that HOOPP be now called the Healthcare of Ontario Pension Plan.
(October 14-15, 2009, B p. 23)

OPSEU Pension Trust:

Pension Plan: Ontario Pension Trust (OPT) Contribution Formula

The OPSEU Executive Board approves the OPSEU Pension Trust recommendation to amend the OPSEU Pension Plan to change the contribution formula **from** “8 *per cent* of the amount of salary that does not exceed the YBE, 6.2 *per cent* of the amount of salary that exceeds the YBE but does not exceed the YMPE and 8 *per cent* of the amount of salary in excess of the YMPE” **to** “6.4 *per cent* of the amount of salary that does not exceed the YMPE and 8 *per cent* of the amount of salary in excess of the YMPE”.
(January 21-22, 2004 B, p.17)

Ontario Pension Trust (OPT) Plan Amendments

The OPSEU Executive Board endorses the housekeeping and compliance OPT Plan amendments as specified in the correspondence from the OPT Plan Manager dated November 21, 2003.
(January 21-22, 2004 B, p.18)

OPSEU Pension Plan Text

The OPSEU Pension Plan Text, dated as of January 1, 1993, be adopted by OPSEU and that the President of OPSEU execute the attached resolution as certification of adoption of the plan text, to be provided to the Board of Trustees of the OPSEU Pension Plan.
(December 7, 8, 9, 1994, B)

Boardrooms of the OPSEU Pension Trust

OPSEU endorse their Board of Trustees wish to name each of the four boardrooms of the OPSEU Pension Trust after the four OPSEU Presidents, Charles Darrow, Sean O’Flynn, James Clancy and Fred Upshaw and that the trustees formally invite them or their surviving spouses to attend the grand opening reception of the OPSEU Pension Trust. OPSEU authorise the manufacture of plaques with pictures of Presidents Darrow, O’Flynn, Clancy and Upshaw to be displayed in the boardrooms of the OPSEU Pension Trust for a cost not exceeding \$500.
(December 7- 9, 1994 B).

OPSEU Staff Plan:

The terms for employer trustees are for two years and elections for the employer trustees will be held at the beginning of each Executive Board term.

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Whenever possible, at least two of the newly-elected trustees are repeat-trustees from the term of the previous Executive Board.

An election should be first held from among the returning trustees. If the President was a trustee on the previous board then that first election is for one trustee. Otherwise it is for two trustees. Any remaining EBM may run in the second election for the two remaining employer trustees.

(March 5-7, 1997 B, p.32; January 27-19, 1998 B, p25; May 20-21, 1998 B; June 22, 2005 B, p.3).

The OPSEU Pension Plan System (TOPPS)

1. OPSEU will carry out its role as Sponsor of the BPS Pension Plan, known as the OPSEU Pension Plan System (TOPPS), as approved on September 18, 2008, in accordance with the Trust Agreement and law.
2. OPSEU, as Sponsor will be required and empowered to act in accordance with the Trust Agreement. Without limiting its powers, the Sponsor is empowered to appoint Trustees and amend the Trust Agreement, when required.
3. During the start-up period (registration and initial development of TOPPS) OPSEU will provide sustaining financial support, as approved by the OPSEU Executive Board and Convention. Such financial support will be conditional on the overall financial position of both OPSEU and TOPPS, and will be subject to OPSEU receiving audited final statements detailing, at regular intervals, how this money was spent.
4. OPSEU will appoint two (2) staff members as the First Trustees for the start-up period, with the understanding that once the plan is established formal Trustee appointments will be made, in accordance with the Trust Agreement. During this start-up period the First Trustees will secure an administrator for the fund (services to include administration, auditing, legal, administration-related legal services, actuarial and consulting services, investment and custodial services and member communications).
5. Except during the start-up period, set out above, the Union Trustees will come from non-management employee plan members or non management employee staff members from employers likely to be covered by TOPPS. Notwithstanding this general requirement, an expert OPSEU Staff Member may also be appointed as a Union Trustee.
6. Trustees appointed by the Sponsor will be required, at all times, to conform to confidentiality, conduct and conflict of interest requirements and the Trust Agreement.
7. The normal term of office for a trustee shall be three (3) years. At the end of such period OPSEU may reappoint the trustee or replace the trustee with another appointment. This term of office does not abrogate or otherwise alter the right of the Sponsor to replace or terminate a Trustee at any time.
8. Union Trustees appointed to TOPPS will be required to comply with all existing OPSEU policies pertaining to Pension Trustees.
9. At appointment, Trustees will be required to sign an Acceptance of Trust setting out their acceptance of the requirements related to the appointment.
(November 18-20, 2008 B, p.8)

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6. Pension Liaison Committee (PLC):

Role and mandate:

Two EBM's will be elected by the Board to serve fixed terms as Pension Liaison Committee (PLC) members and the President will appoint one staff member from the Membership Benefits Unit. The PLC's mandate will be to:

- monitor pension trustees and sponsor representatives, through examination of written reports and/or meetings or discussion with trustees and sponsor representatives;
- receive suggestions, comments and complaints on trusteeship from trustees or sponsor representatives, plan members and OPSEU staff and to recommend necessary action to the President and the Board;
- with the exception of CAAT, interview and recommend trustee and sponsor representative appointments to the Board;
- determine appropriate education courses or materials for trustee or sponsor representatives, EBM's and OPSEU members;
- ensure trustees and sponsor representatives are aware of labour's agenda, and OPSEU pension policy and goals;
- facilitate communication between, and within, the leadership, membership and trustees and sponsor representatives;
- submit pension policy issues to the Board, and to consult trustee or sponsor representatives where appropriate;
- recommend removal of any trustee or sponsor representative.

The PLC will also be charged to investigate and make recommendations on the most appropriate structure to ensure that OPSEU provides the educational and research support to its members who are trustees and sponsor representatives of pension plans.

(September 15-16, 2010 B, p.6)

Role in pension policy

The PLC has a central, strategic role in formulating and implementing pension policy as follows:

- It plays a pivotal role for the OPSEU sponsor in articulating OPSEU's pension policy vision; it is a liaison with the President's Office, staff of the Membership Benefits Unit and the Executive Board;
- PLC members are OPSEU's representatives on pension policy with the broader trade union movement and the pension community in Canada. The PLC must communicate affiliate resolutions on pensions that are being considered or have been passed by the OFL, CLC or NUPGE conventions;
- The PLC will report regularly to the President's Office on pension developments and meet regularly with staff of the Membership Benefits Unit for the same purpose;

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- The PLC must also exercise its leadership role on pensions with the Executive Board. With assistance as required, the PLC must report regularly on pension policy so that the Executive Board is fully apprised of pension development in Canada. This will enable OPSEU to build on its strategic advantage and be a pension leader for working people in Canada.
(September 15-16, 2010 B, p.6)

Liaison with OPSEU trustees and sponsor representatives:

The PLC must meet with each group of trustees and sponsor representatives at least semi-annually in person, or by teleconference or videoconference.

These meetings will review:

- developments in OPSEU pension and relevant policy, given that the PLC must ensure that all OPSEU trustees and sponsor representatives are informed in a timely manner of any changes or updates in OPSEU pension policy;
- progress by OPSEU trustees and sponsor representatives in pursuing OPSEU policy goals;
- Board of Trustees or sponsor level decisions; and
- upcoming projects, plans and events of possible interest and significance to the sponsor.

Reports on these meetings shall be drafted by pension staff in the Membership Benefits Unit and forwarded to the President's Office for review and inclusion in the President's Report to the Executive Board.

(September 15-16, 2010 B, p.6)

7. Plan governance and financing:

Funding policy and joint sponsorship:

OPSEU is committed to joint sponsorship pension arrangements for all its membership.

OPSEU expects all pension plans to develop funding policies and governance policies. These should be made available to plan members

(September 15-16, 2010 B, p.6)

General governance of jointly sponsored plans:

The governance policies of jointly pension plans should be transparent to sponsors, trustees and members and should be comprehensive to enable trustees to be responsible fiduciaries by being active decision-makers.

Governance policies should provide detailed descriptions of direct responsibilities of trustees as well as delegation of responsibility through the organization itself. They should describe the monitoring and regular review processes to ensure evaluation of decision-making.

(Convention 2003, p.37)

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Considerations for plan documents:

In the case of jointly trusted plans, sponsorship agreements must prohibit changes to the plan, trust or sponsorship except by mutual consent of the parties to protect against unilateral or legislative change.

In the case of jointly trusted plans, there should be an equal number of employer and union trustees on Boards of Trustees and retirees should be given the opportunity to serve as trustees. Lengths of trustee terms should be designated to enable sponsors to have an orderly process for the appointment of trustees.

Trustees should elect a chair and vice chair, or co-chairs, from among themselves (rotating between sponsors) for a specified period. Sponsors should provide in the trust agreement a process for appointing a mutually agreed extra trustee to resolve deadlocks between regular trustees.

There should be an appropriate number of trustee meetings per year such that trustees are confident that they can fulfill their fiduciary responsibility.

The Board of Trustees should have the specific authority to hire and fire the plan and investment managers. The Board of Trustees should at minimum establish four committees with clear terms of reference and equal representation of union and employer trustees namely an Administration Committee, an Investment Committee, an Adjudication Committee and an Audit Committee.

The Board of Trustees should, at minimum, reserve direct responsibility for actuarial valuations and investment decisions, audited financial statements and annual reports. Trustees should ensure that the plan text - defining members' pension benefits - is interpreted fairly and consistently with established rules and procedures.

Trustees should establish and monitor standards of service to members and regularly review these standards of service.

(Convention 2003, p.37)

Single employer plans covering OPSEU members:

OPSEU will make every effort to bring its members into jointly or co-sponsored arrangements where they have a say over their pensions and where OPSEU can work to ensure plan affordability and benefit security.

Guidelines will be developed to assess plan stability of single employer plans. Where plans are on the brink of solvency with low funded ratios, OPSEU must put the plan on a watch list.

A strategy must be developed to deliver those members to a pension plan characterized by:

- greater member involvement in governance;
- greater transparency;
- improved plan stability; and
- ability to deliver on a defined pension benefit.

(September 15-16, 2010 B, p.6)

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Assessment of plan sustainability:

OPSEU must always assess plan stability now and in the future, to the best of its ability and in consultation with its trustees and joint and co-sponsors. In assessing the sustainability of pension plans, OPSEU will consider:

- the demographic characteristics of a plan: the ratio of active, contributing plan members to pensioners collecting benefits; and whether there have been, or will be in the future, significant declines in active membership and considerable increases in pensioners, or vice versa.
- the cost of benefits: the implications for plan sustainability when changing pension benefits which may be in the short-term interests of one group of plan members over others, or in the short-term interests of all plan members, but is not in the interests of the plan as a whole.
- the long term costs to members: when the funding ratio is below acceptable levels, contribution increases may or may not be less costly than benefit cuts for members in the long run.
- the impact of government policies: public service restructuring, down-sizing and divestment reduce contributing members and shrink plan assets; and also increase numbers of deferred members, pensioners and, therefore, plan liabilities.

These assessments must be undertaken annually by the PLC, in consultation with trustees and sponsor representatives and staff in the Membership Benefits Unit. The PLC must submit reports for each plan to the President's Office for inclusion in the President's written report to the Executive Board.

(September 15-16, 2010 B, p.6)

Plan solvency:

Trustees must always consider whether there is enough money in the plan, sufficient to keep the plan going.

Two funding formulas are used:

- **solvency** funding is based on a calculation that assumes that the plan will wind up today; solvency funding may require immediate and costly payments if the plan is underfunded;
- **going concern** funding measures the extent to which the plan is funded in the long term but is more expensive on an ongoing basis.

Plans must do both valuations since they provide a safeguard as well as important information for sponsors, trustees and plan members. OPSEU believes that trustees should be able to elect not to make solvency payments, provided that such election would not de-stabilize the plan.

(September 15-16, 2010 B, p.6)

Stabilization or reserve funds:

OPSEU must continue to lobby for changes to the Income Tax Act to facilitate more responsible pension financing practice. All plans must be encouraged to establish stabilization or reserve funds – savings for a rainy day. These reserve funds are used to augment the pension fund and bring up the funding ratio where funding falls below a certain level. When funding is above a certain level, the pension fund returns the requisite amounts to the reserve fund.

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Where there have been recent contribution increases and/or benefit reductions, trustees must thoroughly assess which course or courses of action is most prudent:

- returning to normal contribution levels;
- establishing or topping up the stabilization or reserve fund;
- implementing temporary or permanent benefit increases where either does not have a negative effect on plan sustainability.

These considerations must be made, recognizing the impact of such courses of action on plan members as well as the plan.

(September 15-16, 2010 B, p.6)

Full funding and surplus:

OPSEU's plans must have a surplus policy that places the twin goals of plan affordability and benefit security first. Because of the inherent volatility of funding, OPSEU supports security margins, whereby there is a range within which a plan is considered to be fully funded

(September 15-16, 2010 B, p.6)

Contribution rate increases and benefit reductions:

In considering whether to implement benefit reductions or contribution rate increases, trustees and/or sponsor representatives should, in their analysis of plan funding, ensure that:

- there is compelling evidence that implementation of either benefit reductions or contribution rate increases is necessary for plan stability; and
- there are regular reviews, bearing in mind the impact on plan members.

Contribution rate increases and benefit reductions must all be considered carefully based on detailed actuarial valuation(s).

(September 15-16, 2010 B, p.6)

A ban on contribution holidays:

OPSEU views all assets of a pension fund as belonging collectively to the pension plan and ultimately the plan members; and that the assets are there to provide benefits for the plan members in a stable and secure manner.

OPSEU opposes contribution holidays.

A contribution holiday, taken by employers or plan members may weaken the ability of the fund to deliver the pension promise. At best, it reduces the ability of the fund to deliver a benefit increase.

(September 15-16, 2010 B, p.6)

Compensation of plan management, consultants and service providers:

OPSEU will work with the boards, administrators and co sponsors of its members' pension plans to ensure appropriate annual disclosure of the plans' senior management compensation.

At a minimum, the annual disclosure provided by each plan administrator will include:

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- The salary, bonus and other compensation paid: i) to the plan's Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Investment Officer (CIO) or equivalents, and ii) to all senior managers who report directly to them; and
- The salary, bonus and other compensation paid to all other managers receiving total annual compensation of more than \$250,000; and
- A description of the plan's compensation policies, including the basis on which bonuses or other performance-based compensation are calculated and the number of managers who receive bonuses
(May 6-8, 2010 C, p.50).

According to the resolution passed by Convention 2010, the President will write a letter annually to each plan of which OPSEU is a sponsor requesting information on plan management compensation; the President will also request information on the plan's compensation systems.

OPSEU will undertake a study of compensation with a view to making the plans of which it is a sponsor work cooperatively and transparently on compensation such that competition between the plans for high-calibre staff is regulated and staff stability and high standards are ensured.

OPSEU is particularly concerned about the levels of remuneration paid to service providers and consultants to plans. OPSEU recommends strongly to trustees and sponsor representatives that the performance of significant service providers and consultants be reviewed and graded annually. In addition, all contracts should be reviewed at least every five years and put out to market at least every ten years to ensure that rates remain competitive and that performance standards remain high.

OPSEU will provide trustees and sponsor representatives, as part of their orientation package, information on compensation systems used by the financial industry with rationale which can be used by union trustees and sponsor representatives at compensation meetings.

(September 15-16, 2010 B, p.6)

8. Pension investment practice

Principles of Responsible Investing (PRI):

In its role as bargaining agent and plan sponsor, OPSEU endorses the UN PRI; and OPSEU will work with the boards, administrators and co-sponsors of its members' pension plans to ensure that the plans sign the UN PRI as part of a broad commitment to implementing effective socially responsible investment practices.

(May 6-8, 2010 C, p.50).

As per the Convention resolution passed in 2010, OPSEU will provide trustees, as part of their orientation package, comprehensive information on implementation of the United Nations PRI program.

(September 15-16, 2010 B, p.6)

Public private partnerships (P3s):

OPSEU will continue to work with our partners in the labour movement and the broader community to expose and oppose P3 projects that strip resources from the public sector; and when faced with P3 projects, OPSEU will make every effort possible to reduce or eliminate the adverse effects these projects may have on our members, the public sector and working people in general. (April 15-17, 2004 C, p.23)

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Building the alternative:

OPSEU will support the efforts of our pension trustees in opposing – within the constraints of the law – any pension investments that would undermine public services for private profit; and

OPSEU will proactively pursue opportunities that both support social-democratic principles through economically targeted investments in our communities and ensure the security of our members' pensions.
(April 15-17, 2004 C, p.24; September 15-16, 2010 B, p.6)

Third party capital (3PC):

The OPSEU Executive Board rejected the proposal on third party capital.
(October 14-15, 2009, B p. 21)

However, in principle, OPSEU supports 3PC where there are adequate controls to ensure that the joint governance structure is not undermined.
(September 15-16, 2010 B, p.6)

Statements of Investment Policy (SIPPs):

All pension plans are required by law to have statements of investment policy and procedures (SIPPs). SIPPs must be developed, monitored, regularly reviewed and filed annually by trustees. Trustees must ensure that investment portfolios remain diversified, seeking adequate rates of return at acceptable levels of risk.

SIPPs are specific to the administrative and financial circumstances of each pension plan. But each should include language on:

plan liabilities, benchmarks, risk tolerance, investment manager selection, investment strategies, private placements, all classes of assets, proxy voting, fund management, mandates and monitoring of practices, conflict of interest.

The Board of Trustees must monitor fund managers to ascertain whether they are in compliance with plan investment mandates.

Statements of investment policy should have breadth, depth and clarity and should be communicated and made accessible to members both in print and on websites.

Social investment strategies:

No component of statements of investment policy should bar trustees from pursuing social investment strategies.

Shareholder activism:

No component of SIPPs should bar trustees from pursuing shareholder activism. This is especially relevant given the recent accounting and auditing scandals and the loss of confidence in the markets.

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Shareholder activism includes proxy voting, initiating shareholder proposals at annual meetings and class action suits. Shareholder activism encourages investment in corporations that take the high road on labour standards, environmental protection and responsible community behaviour.

The SIPP must give clear information about how shareholder activism is to be undertaken, the extent of activities and by whom so that there is direction to investment managers and information to members about investment strategy.

The SIPP should provide authorization to work with other shareholders in developing and supporting shareholder resolutions.

Pension plans should have proxy voting guidelines. The Board of Trustees must monitor proxy voting through delegation or retention of the votes. The process for delegation or retention, monitoring and review must be described in the SIPP. Trustees must assure themselves that the process works in the best interests of plan members by regular review of voting results. Investment managers must be advised of proxy voting policies of the pension plan.

Ethical screens:

No component of SIPPs should bar trustees from implementing investment screening. Screens include the following:

- positive screens, to screen in good features such as good labour, human rights and environmental practices;
- negative screens, to screen out poor corporate behaviour such as child labour;
- best-of-sector screens to include best-practice companies within a sector.

Investment screening must be described in the SIPP and communicated to members. The description should include the financial and non-financial criteria being used for the screens.

Economically targeted investment:

No component of SIPPS should bar trustees from implementing economically targeted investment (ETIs). ETIs are investment funds set up to benefit workers and their communities, including: real estate development and mortgage funds, regional development, worker-friendly and privatization alternatives.

Investment policy relating to ETIs will be extensive and therefore will form documents separate from the SIPP. However, they should be referenced in the SIPP. The SIPP should contain the objectives of the ETI investment as well as reference to the ETI's asset allocation, type and risk profile.

A specified proportion of assets or amount of money may be allocated to an investment vehicle such as a pooled fund organized by a number of pension funds in order to minimize risk. Documents relating to this strategy, including performance benchmarks, should be referenced in the SIPP.

Trustees who are authorizing, implementing, setting standards, criteria or processes for shareholder activism, screening or targeted investment initiatives, must assure themselves that investment managers understand and support such initiatives and are capable of implementing them.

Investment managers should be required to report on performance at least quarterly, and on compliance once or twice a year. Reports should have depth and clarity and should be accessible in a format agreeable to or suggested by the trustees themselves. Investment managers should be required to meet with trustees at least annually for discussion on performance and strategy. (Convention 2003, p.37)

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Pension fund and strike fund investment:

The strike fund and the pension fund will be invested only with companies and in such securities of firms that are not acting in an anti-union fashion.

(January 24-25, 1985 B, p.25)

9. Plan design and coverage:

Pension coverage:

OPSEU must continue to press for an expanded CPP, where appropriate, to provide a living wage for retired workers.

OPSEU must be vigilant in working with its affiliate unions and labour bodies to protect the interests of working people, particularly those without workplace pensions.

OPSEU must also vehemently oppose efforts of the insurance industry to turn the lack of pension coverage into a profit-making opportunity in Ontario.

(September 15-16, 2010 B, p.6)

Protection of the public pension system:

OPSEU supports labour's call for decent public pensions as a right for all; and calls on labour to mobilize toward a National Day of Action in support of this action.

(May 6-8, 2010, p.29)

OPSEU will take all steps necessary to protect public pension plans.

(April 17-19, 2008 C, p.35)

Pension Reform:

OPSEU will support demands for legislation to ensure that every worker has a pension paid for by the employer that at minimum is fully indexed and allows for early retirement without penalty. Legislation should be introduced to ensure that worker pensions are portable and that pensions are under joint trusteeship and are negotiated to prevent employers from taking contribution holidays, and to establish that pension fund surpluses are used exclusively for the benefit of plan members (February 3-5, 1989, C).

1. Those obligations toward superannuation now incumbent on the government as an employer should become, without change, the provisions of a contract between the union and the employer.
2. Early retirement without actuarial reduction in pension benefits should be made available for all employees whose age plus length of service totals 85 years.
3. When early retirement involves an actuarial reduction in pension benefits, the amount of the reduction should be based on the difference between the age at retirement and the age at which the rule of 90 would have been satisfied.
4. That survivor benefits under the Public Service Superannuation Plan be increased to 80% of the retiree's pension.

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5. Canada Pension Plan benefits should be expanded from 25% to 50% of replacement income with a ceiling equal to the average industrial wage.
6. The Old Age Supplement should be increased by 25% and be reviewed on a regular basis.
7. The Guaranteed Income Supplement (GIS) should be increased by 25% for singles and 11 1/2% for married pensioners and be reviewed on a regular basis.
8. Separate pension plans and funds should be established for bargaining unit and managerial staff of the colleges of applied arts and technology.
9. These funds should be controlled by the employees through OPSEU.
10. All aspects of superannuation should be subject to full negotiability.
(August 23-24, 1985 B, p.17)

OPSEU will press for government action both Federal and Provincial, for legislative changes based on the program of pension reforms presented to the Royal Commission and the Federal Task Force by the Ontario Federation of Labour and the Canadian Labour Congress that will guarantee among other improvements:

1. Increased levels under the Canada Pension Plan from 25 to 50 per cent of pensionable earnings;
2. Increased basic old age security pension indexed to the average industrial wage;
3. Full portability of pensions;
4. Pensions guaranteed in circumstances of closures and bankruptcies;
5. Pensions for women outside the paid labour force.
(June 9-12, 1982 C)

Pensions for part-time, seasonal and casual workers:

Before 1990, myths about part-time workers were that they did not want to join pension plans because they couldn't afford pensions; after much lobbying by the trade union movement, in Ontario, they won the right to join pension plans. Many part-time workers want pensions.

The truth is that employers don't want their casualized work forces in a pension plan. It costs them more. Part-time, seasonal, sessional, contract and temporary workers are growing in numbers because employers want cheaper work forces with no benefits.

This is particularly the case in the BPS where 'part-time' may mean one hour less than regular full-time workers. There is virtually no difference except that one has benefits; and – in some cases – the numbers of part-time and casual workers vastly outnumber full-time workers.

OPSEU's position is that employers should have to provide pensions to part-time workers when part-time workers elect to have a pension; and OPSEU expects our trustees and sponsor representatives to persuade our plans to have ongoing campaigns to enroll part-time workers

OPSEU will continue to fight for pensions for all workers through the legislature and at the bargaining table in collective agreements and continue to provide education for part-time workers on the benefits of a pension plan.
(September 15-16, 2010 B, p.6)

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Defined benefit (DB) plans versus defined contribution (DC) plans:

There are two basic types of pension plans – defined benefit and defined contribution. In a defined benefit plan, the level of benefits paid to pensioners is set out in the plan and then employer and employee contribution rates are set and adjusted to ensure the stability of those benefits.

A defined contribution plan fixes the rates that employees and employers pay into the plan. Benefits are flexible and are adjusted to what the contribution rates make affordable. In some defined contribution plans, the amounts set aside for pension are earmarked for each person much like an RRSP.

From the union perspective, defined benefit plans are far better.
(EBM, September 15-16, 2010).

Defined Benefit (DB) Plans

In Ontario, there are over a thousand DB plans for CEOs. They know that – whatever else you have – you need a reliable retirement income until you die.

Unions have negotiated DB plans for the last sixty years and have reduced poverty levels among elderly working people. They were pioneered in large workplaces in the private and public sectors. Jointly sponsored pension plans in the public sector are models for delivering a defined benefit because they are in large workplaces, can provide an economy of scale compared to smaller plans and union trustees take a part in decision-making. However, these plans are under some stress because of demographics, market volatility and out-dated regulations including income tax rules.

There are other problems with DB plans: smaller employers cannot afford or administer them; particularly because they would have to depend upon the insurance industry and the fees would be among the highest worldwide. So, because of the proliferation of smaller workplaces in the public and private sectors, there are fewer DB plans being started these days and there is pressure, especially in the private sector, to convert existing defined benefit plans to defined contribution plans.

OPSEU must continue to campaign and lobby to:

- strengthen our jointly sponsored plans through effective governance;
 - strengthen DB pensions;
 - develop new options for workers in small workplaces including joining our larger plans;
 - fight to include part-time workers in DB plans; and
 - oppose conversions to defined contribution plans
- (September 15-16, 2010 B, p.6)

Defined contribution (DC) plans:

OPSEU opposes the conversions of defined benefit to defined contribution plans.

Some of our members in the broader public sector have DC plans. Ideally OPSEU would prefer that these members had a stable and secure option of transferring their savings into a non-profit, low cost pension institution that will provide them a defined benefit. OPSEU must continue to:

- pressure the Ontario Government to set up the Ontario Pension Agency which, after 25 years, has yet to be proclaimed and established; and
- work to include these members in our larger, jointly sponsored pension plans.

Section 21 – Pensions

Bargaining may also provide members covered by a DC plan with ways to make their DC plans work more effectively. See the collective bargaining section below for further policy.

(September 15-16, 2010 B, p.6)

Membership scope:

Just as a trade union organizes new members, pension plans benefit from bringing in new plan members to contribute to the pension fund, particularly as the plan matures and the numbers of beneficiaries increase.

OPSEU strongly recommends that all plans do risk management studies to assess the plan risk of declining membership levels.

OPSEU believes that all jointly sponsored plans should be permitted to broaden their membership bases.

On an ongoing basis, OPSEU trustees and sponsor representatives will be asked to report on, and OPSEU will monitor, membership strategies for each of the plans that it sponsors.

OPSEU will work with joint and co-sponsors to ensure a pro-active commitment to broaden plan membership.

(September 15-16, 2010 B, p.6)

Divestment and following your pension:

Divestments, restructurings, and other government changes to public services continue to shuffle members from one workplace to another and one employer to another. It is a gross injustice that this has, through neglect, inflicted loss of retirement income on many thousands of OPSEU members.

The fundamental principle of pension transfers must be to preserve rather than lose benefit security since these transfers occur in situations where groups of workers are moved involuntarily from one worksite to the next and one employer to the next.

OPSEU members who are divested or whose work is transferred must be able to take with them to the new employment situation, the right to continue in their existing pension plan or transfer with them all the rights and funds accumulated by them in the previous workplace.

Members then, ideally, will continue to earn a full pension and will not run the risk of earning a lesser or split pension simply because they are transferred.

Since some workers, particularly in the healthcare sector, have been divested several times over, having their pension follow through all divestments must be a matter of social and pension justice for these workers.

This model also works where divestment occurs and employees are moved to a public sector employer that does not offer a defined benefit pension plan. Affected employees continue to participate in the pension plan that they participated in prior to being transferred. This principle increases pension coverage by providing a springboard for people to get coverage.

Ontario's jointly sponsored, public sector pension plans are impressive examples of what can occur when labour and management work toward a common goal. Where some plan rules may now be in conflict, OPSEU can work with all plans in the interests of social pension justice for plan members.

(September 15-16, 2010 B, p.6)

Section 21 – Pensions

Portability:

OPSEU will develop a position paper on general pension reform including support for full portability of pensions, to allow workers to retain pension when they change jobs. OPSEU will participate in CLC and OFL pension reform lobbying.

(August 26-27, 1983 C)

Phased retirement:

The labour movement has a number of concerns about phased retirement. First, it has often fostered favoritism and thus divisiveness in the workplace; and second, the financing of such programs often adversely affects plan financing.

OPSEU strongly recommends to its trustees and sponsor representatives that these programs not be introduced unless:

- there is compelling evidence that plan financing not be adversely affected;
 - that plan members want this benefit; and
 - they are guaranteed that access to the program be fair and equitable.
- (September 15-16, 2010 B, p.6)

Mandatory retirement:

The removal of the age barrier to employment will be expedited.
(Convention 2002, p.41)

Early retirement:

OPSEU members will lobby their MPPs and the Union prevail upon the provincial government to reduce the penalty for early retirement to two per cent (2%) per year after the age of 55 and to no penalty at age 60. (November 6-8, 1987 C)

10. Bargaining pensions:

If pensions and benefits are being bargained, expertise must be provided to negotiators through the Membership Benefits Unit.

OPSEU must also ensure that, in the case of its jointly sponsored plans, there will be close coordination between those at the bargaining table and the OPSEU sponsor and plan trustees.

OPSEU will do all in its power to gain the necessary pension information, including actuarial valuations, from the employer.

(September 15-16, 2010 B, p.6)

Contingent benefits:

Given the increased vulnerability of single employer defined benefit plans, some OPSEU plans have moved to contingent benefits, or benefits when the plan can afford it. OPSEU should not agree to contingent benefits, without full, detailed and independent information on plan funding.

(September 15-16, 2010 B, p.6)

Section 21 – Pensions

Contribution holidays, contribution rate increases and reduced benefits:

In single employer pension plans, employers have taken full advantage of contribution holidays, often without the knowledge of plan members.

OPSEU opposes contribution holidays. Contribution rate increases, benefit increases and reductions must all be considered carefully based on detailed, independent, actuarial valuation.

(September 15-16, 2010 B, p.6)

Defined contribution (DC) plans:

OPSEU opposes the conversion of defined benefit to defined contribution plans.

And for those of our members who have DC plans, OPSEU must continue to devise ways to make DC plans work more effectively including but not limited to the following:

- Negotiating lower investment fees;
- Pressuring employers to provide member education on investment;
- Pressuring employers to provide sufficient investment choice for members;
- Bargaining proportionately larger employer contributions.

(September 15-16, 2010 B, p.6)

Retirement: Fringe Benefits

The Union will actively pursue a policy of bargaining on behalf of retirees when bargaining fringe benefits.

(February 3-5, 1989, C)

Pension education and training:

Union pension education:

OPSEU will provide training seminars at least twice yearly to update trustees and sponsor representatives on issues of interest and concern to *union* trustees and sponsor representatives.

OPSEU will also provide research and training to trustees, where it is felt that it is in the interests of the sponsor and plan members and that OPSEU's trustees are not receiving the appropriate training through the pension industry.

OPSEU will work with the trade union movement and its affiliated unions – the Labour Councils, OFL, NUPGE and the CLC – to lobby for and establish a pan-Canadian labour training program on pensions.

OPSEU recognizes that all groups within the union, including Executive Board, trustees and sponsor representatives, the PLC, Membership Benefits Unit staff responsible for pension matters, and members should receive appropriate pension education.

For the purposes of bargaining, ongoing pension training and briefing at the requisite level must be provided to pension staff, staff representatives, researchers and negotiators.

OPSEU expects that the pension plans themselves should deliver retirement planning workshops specific to the plan.

(September 15-16, 2010 B, p.6)

Section 21 – Pensions

OPSEU Strategies To Support Our OPSEU Pension Trustees:

OPSEU will investigate and make recommendation on the most appropriate structure to ensure that OPSEU provides the educational and research support to its members who are trustees of pension plans. (March 5-7, 1997, p.27).

Plan education policy:

OPSEU trustees and sponsor representatives must endeavour to establish an Education Policy for their plan to ensure transparency for plan members and so that OPSEU and plan members may be satisfied that their trustees and sponsor representatives are trained sufficiently to carry out their fiduciary responsibility.

In addition to the OPSEU training in section 10 above, it is recognized that sponsor representatives and trustees need ongoing training. Funding for such additional trustee and sponsor representative training must be provided by the plan.

(September 15-16, 2010 B, p.6)

Sponsors must satisfy themselves that their trustees are trained to the extent that they are able to carry out their fiduciary responsibility. Sponsors, in recognition of their own fiduciary responsibility for pension fund governance, must receive ongoing training in pension plan governance.

Trustee training expenses should be covered by the plan as a cost of effective governance and should be directly under the control of trustees.

(Convention 2003, p.37)

To build a pool of potential trustees and sponsor representatives, OPSEU pension educational opportunities must be made available to members. For recruitment purposes, applicants for trustee and/or sponsor representative positions should have successfully completed OPSEU pension training on the role of trustees and/or sponsor representatives.

Trustees must attend at least one educational or training opportunity per year.

(September 15-16, 2010 B, p.6)

Out of country travel/OPSEU Staff Pension Plan:

OPSEU appointed trustees be restricted to attending pension educational courses within Canada.

(December 9-10, 2009 B, p.3)

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Section 22 - Policy Manual

Policy Manual

The President shall peruse the Board minutes following each meeting and submit to the next regularly scheduled Board meeting the motions which are policies in a manner suitable for inclusion into their policy manuals.

A revised policy manual shall be presented to the Executive Board within three months after the annual convention.

(August 5-6, 1982 B, p.10)

Access to the Policy Manual

OPSEU Policy Manual will be made available on the website and kept current so that members can access it as needed.

(Convention 2004, p.31)

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Abortion

OPSEU endorses a woman's freedom of choice by supporting the right of women to full access to abortion; and demands that free-standing abortion medical clinics providing abortions fully covered by OHIP be established.

(August 26-17, 1983 C)

OPSEU reaffirms its support for women's right to reproductive choice in Canada and abroad, including full access to free, safe and legal abortion services.

(Convention 2010 p.31)

Arts Coalition

During the Metro Days of Action, the Labour Council of Metropolitan Toronto and York Region succeeded with new partners from community groups that worked with labour to fight the Tory cuts. Many of these coalitions are in their infancy stages and need support in order to strengthen and build.

The Metro Labour Council has requested that OPSEU continue to support the new Arts Coalition. The Coalition participated actively during the Metro Days of Action.

By adopting the Arts Coalition, OPSEU would assist them with printing, photocopying, faxing or other support that will provide advice to the coalitions with their organizing efforts. OPSEU's links with the Arts Coalition is natural. It was proposed that OPSEU provide the home for the newly formed Arts Coalition.

THEREFORE BE IT RESOLVED THAT OPSEU adopt the Arts Coalition.

BE IT FURTHER RESOLVED THAT OPSEU provide the necessary support to ensure the Arts Coalition remains active.

(December 11-13, 1996 B, p.29)

Bilingualism - Policy on the French Language Services Act

OPSEU supports the principles embodied in the 1986 French Language Services Act and the provision of basic government services in both of Canada's official languages, wherever numbers warrant. Such implementation must recognize basic labour relations practices that conform to the spirit of the Act. OPSEU will strive to win guarantees of union input into the application and implementation of the law in workplaces. We will fight for guarantees that no employee's job security, workload or career development will suffer as a result of the Act's implementation. We will require employers to live up to their obligations under the act by providing training and development time to all affected employees.

(February 26-27, 1987 B, p.8)

Charter of Public Sector Union Principles

1. A fundamental characteristic of Canadian and Ontario society is that government has a vital role to play in maintaining and nourishing our social fabric, in providing those common public services that define our collectivity: education, health and social services, unemployment insurance, workers' compensation, workers rights, public works, a clean environment, a fair and impartial justice system, cultural and recreational facilities, public transit, universal pensions and many more.

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2. The public demands these services through its elected representatives in the Legislature. It then becomes the government's responsibility to provide them at public expense, and be accountable to the public for their delivery.
3. These services can be most efficiently and economically delivered by unionized public sector workers.
4. Public sector employees, like other workers, deserve to be paid fair wages and benefits for the services we deliver to the public. We are also entitled, like other workers, to join unions and negotiate those wages and benefits with our employers. We have the right to free collective bargaining, which means we have the right to withdraw our labour, like other workers.
5. Public sector workers are also taxpayers; we help to pay for the services we ourselves deliver. We have a direct interest in ensuring that our money -- taxpayers' money -- is not wasted, but is spent wisely and efficiently. This can only be achieved if we, the front-line workers, are given more control and responsibility over the design as well as the delivery of public services.
6. In difficult economic times, public services are even more important to sustain the unemployed, the needy, the young, the old, the sick, the disadvantaged and the under-educated. Without a healthy public sector, the private sector cannot flourish.
7. Public services must not be provided by private firms or individuals whose profit-seeking priorities and lack of public accountability are incompatible with quality services.
8. Hard times call for building, not dismantling; creating, not destroying. Ontario must rebuild and strengthen its public services to support its communities and families, to preserve and create jobs that will stimulate the economy.
9. On any issue dealing with working conditions, benefits or compensation of public sector workers, the collective bargaining process with membership ratification must be respected. There shall be no concessions negotiated by public sector unions: no layoffs or reductions of wages or benefits.
10. The genius of Canadian society is the ability of our public sector to devise innovative and progressive solutions to our economic and social problems. The energy and vitality of the public sector can be the driving force that lifts Ontario out of the current economic recession, and forges a new prosperity for us all. Public sector workers are eager to bring their skills, enthusiasm and collective strength to the task of building a relationship that protects our rights and offers them an equal role in this noble endeavour.
(April 2 and April 14, 1993, B, p.8)

Child Care – National Child Care Plan

OPSEU will take the lead and lobby the provincial government to provide adequate funding for pay equity adjustments to the women, while at the same time preserving vital public services.
(May 19-20, 2004 B, p.45)

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Child Care - Public Policy

OPSEU will demand that the Provincial government of Ontario spend its full day care budget, and be required to account for any surpluses in this budget; and will demand that this budget be increased to meet the demand for daycare in Ontario.

(June 11-14, 1980, C)

Daycare must be dealt with under a separate Canada Day Care Act which would incorporate the goals of affordable, accessible quality daycare to be provided in government-funded, community based, non-profit daycare centres.

(June 11-14, 1980, C)

OPSEU will develop a union-wide campaign to enable the establishment of on-site workplace child-care run by a parent/ community board of directors, where the needs of the members warrant; and as part of the overall strategy, a report be prepared and circulated describing OPSEU's and other unions' successes in establishing on-site child care and detailing specific strategies for contract negotiations, lobbying the government and local negotiations; and will increase its emphasis on organizing child care workers working in privately-owned centres, with a long term strategy of establishing province-wide bargaining for such daycare workers.

(August 26-27, 1983, C)

OPSEU will lobby the government to do the following:

- a) Moratorium on expansion of spaces in commercial child care centres;
- b) all grants go directly to a non-profit centre equal to 30% of operating costs;
- c) Federal and Provincial governments be pressed to give operating and capital grants to non-profit services;
- d) Remove discrimination from the Day Nurseries Act.

(November 6-8, 1987, C)

Common Purpose Procurement/Public-private Partnerships

WHEREAS the Tory government initiated so-called Common Purpose Procurement (CPP) or public-private partnerships through which private businesses are invited to run government programs; and

WHEREAS according to the Provincial Auditor, Ontario CPP arrangements have given private companies millions in billings even when no actual savings were created; and

WHEREAS the Auditor found that the government gave private companies billing rates "approximately three times higher than those of the Ministries' staff for similar work"; and

WHEREAS through these partnerships Ministries become dependent and captive to these private companies which entrench themselves and exert improper influence upon the policy decisions of government; and

WHEREAS these partnerships constitute a threat to OPSEU members' jobs and cause a loss in collective bargaining rights;

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-OPSEU will engage its members to continue to document and increase public awareness of Common Purpose Procedure boondoggles; and the President of OPSEU will continue to expose the waste and boondoggles.

(Convention 2002, p.40)

Contract Work Injustices

OPSEU will work to expose the injustices that currently exist in contracted work arrangements.

(November 6-8, 1987 C)

Delisting

WHEREAS there are a number of delisted medical procedures that were once covered by OHIP and no longer are, and whereas this primarily affects women and children; and

WHEREAS the number of women and children living in poverty continues to increase, resulting in women foregoing necessary diagnostic and medical procedures, in favour of putting food on the table, thus putting them at increased risk;

THEREFORE BE IT RESOLVED THAT OPSEU strongly lobby the provincial government to restore funding for the delisted procedures; and

BE IT FURTHER RESOLVED THAT OPSEU work with coalition partners to educate communities as to how public health care has been undermined.

(Convention 1999, p.40)

Education - Post-Secondary

OPSEU shall continue to support colleges/universities in each province by providing a co-ordinating role to ensure our provincial unions speak with one voice.

OPSEU shall continue to create position papers and speak on our collective behalf on matters of post-secondary education.

OPSEU shall continue the fight to support a public post-secondary education system that is free of barriers to persons in Ontario and Canada who may be economically disadvantaged and ensure that Public institutions are funded properly so that quality can be achieved.

(Convention 1999, p.40)

OPSEU reaffirms its strong opposition to further tuition increases, the introduction of private universities and colleges, the widespread waste of tax dollars through outsourcing, and the targeting of education resources to meet the needs of one sector of society – the business community.

OPSEU will unite with other post-secondary groups – representing students, faculty, support staff, and others – to develop a strong coalition to support public, adequately funded, post-secondary education.

(Convention 2000, p.10)

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Education - Tuition

OPSEU will join in solidarity with the Ontario Federation of Students in opposing with all means possible the increase in student tuition, and the increase in the cap on loan forgiveness.

(September 10-11, 1997 B, p.17)

OPSEU will oppose any tuition fee increase for students in Ontario community colleges and universities.

(January 30-31, 1997 B, p.11)

Electronic Monitoring

In those bargaining units where electronic monitoring is negotiable, the union will seek to make elimination of such monitoring a high-priority bargaining demand.

OPSEU will work with other unions, labour organizations and potential allies such as the Ombudsman's office in an effort to rid Ontario of the scourge of electronic eavesdropping in the workplace.

(November 1-3, 1985 C, p.55)

Employment Standards

OPSEU will lobby the government to amend the Employment Standards Act and regulations to allow for a parent to take parental leave at the time when the leave is required.

(September 9-10, 1998 B, p.15; September 10-11, 1997 B, p.16; January 30-31, 1997 B p.11)

OPSEU will lobby for changes in the Employment Standards Act which would require employers to compensate for child/attendant care costs incurred by the employees outside their normal compensable hours while on employer-related business.

(January 30-31, 1997 B, p.11)

Ending Child Poverty

OPSEU will lobby the labour movement to move to the front burner our campaign to ensure all governments take stronger action to eradicate child poverty, and will continue to work with and strongly support Campaign 2000 – the major advocate against child poverty.

(May 19-20, 2004 B, p.19)

Environment – Corporation Fines

OPSEU with its affiliates, will through the CLC, OFL and NUPGE lobby the governments of Ontario and Canada to change tax laws so that fines levied against corporations are not tax deductible. In the same manner these groups will also pressure these governments to increase their enforcement of environmental laws.

(Convention 2004, p.37)

Environment - Peace, Environment and Poverty

OPSEU recognizes the crucial importance of the issues of Peace, Environment and Poverty for the 1990s; and commits the Union to a leadership role in promoting membership and public education and action to win a world free of poverty, war and environmental disaster.

(February 3-5, 1989, C p.34)

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Environment – Rehire Inspectors

OPSEU calls upon the government to take appropriate action to ensure that we do not have another crisis similar to Walkerton.

The provincial government must rehire all of the health and environmental inspectors that were employed prior to the cutback.

(Convention 2002, p.8)

Environment - Styrofoam, etc.

OPSEU will discontinue use of convenience products such as styrofoam cups and plates, plastic glasses and tetra packs (drinking boxes) at its offices, meetings, conventions and other events; and OPSEU locals and members will observe this policy in a united effort to stop the garbage crisis.

(March 26-27, 1991 B, p.20)

Environment – Water

To adequately safeguard the drinking water and the environment in Ontario, government laboratories must do all testing, and it is mandatory that all results be forwarded to the appropriate authorities.

(Convention 2002, p.8)

OPSEU will support and continue to promote efforts to bring privately-controlled water facilities under public control and promote increased transparency and public accountability of waterworks already under public control.

(Convention 2002, p.26)

Equal Representation for Persons with Disabilities

OPSEU will encourage the provincial government to lead the way to a more equal representation of Persons with Disabilities in the workplace.

(May 19-20, 2004 B, p.38)

External Representatives

The use of external representatives of the Union is subject to approval by the bargaining agent.

(December 12-13, 2001 B, p.4)

Fair Trade Coffee

OPSEU will insist on fair trade coffee supply clauses in all meeting, Convention and Educational contracts with hotels. OPSEU Regional Offices and OPSEU Head Office coffee supplies will be purchased via certified fair trade suppliers. A list of suppliers will be made available to all OPSEU members and staff. As well OPSEU will offer a fair trade booth location at the OPSEU Convention and will add appropriate fair trade links to its website.

(April 13, 2005 B, p.8)

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Food Inspection

WHEREAS the Conservative government eliminated 142 full-time meat inspection positions, leaving just eight full-time inspectors to protect the public, and laid off all 20 produce inspectors; and

WHEREAS OMAFRA has developed an increasingly close relationship with food processing companies who would want to avoid adverse reports from inspectors; and

WHEREAS the Conservative government required that new meat inspectors only be hired by contract without job security or union protection and therefore with no ability to resist inappropriate pressure to reverse or "revise" a report without concern for the loss of their job; and

WHEREAS there is no government inspection of Ontario produce and long delays in processing reports;

OPSEU will continue to raise awareness of the threat posed to the public by inappropriate political and employment relationships within OMAFRA.

(Convention 2002, p.39)

Gay and Lesbian Rights

OPSEU will continue its involvement in lesbian and gay pride day events across Ontario to show publicly the support that gays and lesbians have within the labour movement.

OPSEU calls on the provincial government to extend full rights to gays and lesbians.

(January 30-31, 1997 B, p.11)

General Agreement on Trade in Services (GATS)

OPSEU will support the National Union of Public and General Employees in a national campaign to pressure the federal government through lobbying of federal, provincial and municipal politicians, on the effect that the GATS will have on their ability to make decisions in the best interest of the public.

OPSEU will ensure that the National Union continues to endorse the principle of excluding all health care, education and public services from General Agreement on Trade in Services talks.

OPSEU through the National Union, in collaboration with our Components Provincial Federations of Labour and the Canadian Labour Congress, will demand that provincial, federal and municipal governments reject the inclusion of all health care, education and public services in the GATS discussions.

(Convention 2004, p.49)

Genetically Modified Food

OPSEU will lobby the Federal and Provincial government to put in place protection for the people of Canada by having all food products that have been genetically modified, adequately labelled for public and consumer information.

OPSEU, through its affiliates, will lobby the World Trade Organization to enact a study of the production of genetically modified foods, and the effect on farmers, farm workers, and food production workers in affected regions of the world.

(Convention 2002, p.60)

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Health Care Cuts

OPSEU will continue to fight against health care cuts by both levels of government and publicly oppose the privatization agenda advanced by the Government in Ontario and its private-sector supporters.

OPSEU will work with the OFL to develop a workshop on the impact of privatizing hospital services and the importance of defeating any government whose policies favour privatization.

OPSEU will call upon the OFL and NUPGE to coordinate national and provincial campaigns to protect publicly-funded and publicly-administered health care in Ontario and in Canada.

(September 15-16, 1999, B, p.14)

Health Care Deterioration and Job Security of R.N.A.s

OPSEU will do everything in its considerable power to prevent deterioration both in the health care system and in the job security and membership status of registered nursing assistants in Ontario; and will endeavour to coordinate with other unions representing the health care sector, protection for its and their memberships and structures, through whatever action it deems necessary.

(November 1-4, 1984 C, p.36)

Health Care Funding

OPSEU condemns the imposition of user fees and calls upon all levels of government to fully fund health care.

OPSEU demands that all levels of government recommit themselves to the five principles of health care enshrined in the Canada Health Act to ensure that all Canadians have access to publicly funded and publicly administered health care.

(Convention 2002, p.63)

Health - Medical Laboratory Services

OPSEU calls on the government to work with the Ontario Hospital Association, the Ontario Medical Association and the bargaining agents of hospital workers to ensure that public hospitals become the sole providers of medical laboratory services in Ontario.

OPSEU demands that the government tell private lab companies that they have become redundant and their services are no longer needed.

(Convention 1992, p.16)

Home Care

OPSEU, a union that prides itself on being diverse, will rally to pressure the Government to expand funding to home care.

(Convention 2002, p. 38)

Human Rights Legislation – Adding Social Conditions

OPSEU supports the inclusion of social condition as a ground of discrimination of human rights legislation.

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OPSEU shall, through the National Union, communicate this resolution to all provincial and territorial governments and to the federal government, with a request that they include social condition as a ground of discrimination in their respective human rights legislation.

OPSEU shall, through the National Union, request of all provincial and territorial governments and the federal government that this resolution be referenced in Canada's reports to any international committees responsible for monitoring compliance with the International Covenant on Economic, Social and Cultural Rights (the "Covenant") and other relevant international instruments.
(May 19-20, 2004 B, p.38)

Job Security - Health - BPS Health Care Workers

WHEREAS the jobs of our members in our BPS health care areas are in severe jeopardy with the health care restructuring throughout Ontario; and

WHEREAS there has been a mechanism set up for job registration through HSTAP and OPSEU has access to its scope and implementation.

THEREFORE BE IT RESOLVED THAT OPSEU must continue to pursue and support an employment security agreement for BPS health care workers that includes mandatory hiring, mandatory interviewing, and recognizes seniority as laid out in our collective agreement.
(April 27-29, 1995, C)

Laboratory Services: Contracting Out

WHEREAS many ministries contract out for laboratory services to private laboratories such as in Correctional Services;

THEREFORE BE IT RESOLVED THAT OPSEU pressure the Government to stop contracting out their services to the private sector and have this work sent to either hospitals or public laboratories.
(December 7-9, 1994 B, p.43)

Media: Corporate Concentration and Bias

OPSEU will work with its affiliates to develop coordinated strategies to address the growing corporate concentration and bias in the media, especially with regard to substandard coverage of labour and other progressive issues, and the role that public broadcasting can play to counter-balance privately-owned media.
(September 18-19, 2001 B, p.40)

Mega Bills

OPSEU lobby the provincial government to cease and desist from the practice of dealing with mega bills and that such practice become against the law.
(May 14-15, 2003 B, p.19)

Native Land Claims

WHEREAS there is a long and disgraceful history of mistreatment of First Nation peoples in Canada; and

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WHEREAS Native land claims have been historically treated with contempt and delay by the Federal and Provincial Governments; and

WHEREAS Native peoples and their friends across Canada have been demanding social justice and recognition of their inherent aboriginal rights; and

WHEREAS OPSEU believes and practices social justice;

THEREFORE BE IT RESOLVED THAT OPSEU lend its voice to the growing calls for the Canadian and Provincial Governments to negotiate in good faith for the resolution of land rights and self-government; and

BE IT FURTHER RESOLVED THAT OPSEU expand its contacts with Native groups working for justice; and

BE IT FURTHER RESOLVED THAT OPSEU lobby the Federal Government to resolve all outstanding land claims in a timely manner.
(Convention 1991, p.25)

WHEREAS OPSEU members are concerned about our current policy on native issues;

THEREFORE BE IT RESOLVED THAT our policy be revised to state: that while OPSEU fully supports native issues, our obligation and responsibility lies with protecting our members' jobs.
(April 27, 1994 B, p.20)

WHEREAS the job security of our members is the number one issue for OPSEU;

THEREFORE BE IT RESOLVED THAT any negotiations exploring the transfer of management, or co-management must include OPSEU representation to safeguard the rights and jobs of OPSEU employees.
(April 27, 1994 B, p.21)

Non-Violent Action

OPSEU will be on record as opposing violent action and do all in its power to train members in non-violent action.
(October 25-27, 1995 B, p.8)

“No Sweat” Campaign

OPSEU endorses and encourages its members to actively participate in the “No Sweat” campaign of the CLC, UNITE, Maquila Solidarity Network, Oxfam Canada, and Students Against Sweatshops-Canada, lobbying public institutions to adopt “No Sweat” purchasing policies.

OPSEU encourages all bargaining teams negotiating collective agreements on behalf of members who wear uniforms to attempt to negotiate a “union made” purchasing policy as part of their collective agreements.
(May 15-16, 2002 B, p.20)

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Nut Products at OPSEU Functions

OPSEU Convention and meeting participants are to refrain from bringing nut products to OPSEU events. These products can include a range of items including peanuts, peanut butter, pecans, walnuts, many chocolate bars and energy/nutrition bars, etc.

During OPSEU events it is impossible to assure that such products will not, inadvertently, come into contact with others. Exposure to nut products can produce dramatic and life threatening health effects in some people.

OPSEU representatives (elected and staff) that coordinate OPSEU events, including but not limited to: local meetings, regional meetings, divisional meetings, bargaining conferences, conventions, hospitality suites, caucus meeting, etc., are required to advise meeting participants of this policy at the outset of such events.

Whenever possible, meeting notices issued in advance of meetings should include this nut product alert.
(April 13, 2005 B, p.6)

Ontario Clean Water Agency

OPSEU will lobby the provincial government to recognize the importance of their work and identify them accordingly with the status of skilled tradespeople.
(May 19-20 2004 B, p.18)

Ontario Disability Support Program

This diverse and supportive Union will send a clear and precise message that OPSEU will not tolerate the slashing of funding to the Ontario Disabilities Support Program (ODSP), Health Care and all public services they fund.

OPSEU, in co-operation with other like-minded organizations, will lobby the Government of Ontario to improve accessibility to the Ontario Disability Support Program for those who depend on it, and to increase staffing to levels adequate to provide the required service.
(May 14-15, 2003 B, p.23)

OPSEU, in co-operation with like-minded organizations, will lobby the Ontario Government to ensure that the Ontario Disabilities Act is strengthened to include the Municipal and Private sectors. OPSEU will also lobby the Federal Government to develop and enact an effective Canadians with Disabilities Act.
(Convention 2004, p.56)

Ontarians with Disabilities Act – Strengthening

WHEREAS the Tory government of Ontario promised, in 1995, to pass an effective Ontarians with Disabilities Act (ODA); and

WHEREAS the same government passed an ODA in 2001, that failed to implement the mechanisms required to advance a barrier-free Ontario in the broadest sense; and

WHEREAS this act fails to require compliance from employers, government services, builders, public and private places of business and entertainment.

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THEREFORE BE IT RESOLVED THAT OPSEU continue to work in conjunction with the ODA committee, NUPGE, OFL, CLC and any other labour friendly organization to strengthen the legislation and its application.

(Convention 2002, p.64)

Placement of Former Residential Clients

WHEREAS many of our Residents have had their living arrangements changed several times after they leave provincial facilities;

WHEREAS these moves are facilitated by circumstances beyond their control; and

WHEREAS they often have no public voice.

THEREFORE BE IT RESOLVED THAT OPSEU actively lobby the government to put in place a tracking system to monitor the placement and well being of our clients ensuring their quality of life is as good as or better than the facility when being placed in group homes, apartments, foster homes, etc..

(January 30-31, 1997 B, p.11)

Political Action:

Affiliation to a Political Party

OPSEU policies state that we will have no affiliation to any political party.

(October 20-21, 1993 B, p.18)

Support of a Political Party

OPSEU officially supports the NDP both provincially and federally.

(May 23, 1997 B, p.13)

Poverty

OPSEU will develop strategies to ensure adequate funding for the poor.

(January 30-31, 1997 B, p.11)

Racial Profiling

OPSEU supports and publicly conveys to our members and our communities the statement unanimously endorsed by the delegates at the 2002 CLC Aboriginal and Workers of Colour Conference.

The CLC Conference statement reads as follows:

“The Board condemns racial profiling and supports the Community Coalitions in their demand for an independent complaint body with civilian oversight.”

(December 4-5, 2002 B, p.19)

Racial Profiling – Human Rights and Government Operations

OPSEU will pressure the Ontario Human Rights Commission (OHRC) to restore confidence in Ontarians

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by vigorously enforcing the Human Rights Code. OPSEU will also pressure the government to establish a Racial Diversity Secretariat.

OPSEU will lobby government departments to restructure its business of government, including policy development, and deliver its services from an anti-racist perspective.

(May 19-20, 2004 B, p.41)

Raiding

Whereas the Tory Government's agenda of cutbacks, privatization, and downloading of services has disrupted OPSEU workplaces and the lives of individual members across Ontario; and

Whereas outside groups, often with the encouragement of management, have tried to take advantage of the chaos by attempting to raid our union; and

Whereas members deserve the full support of OPSEU in resisting these diversions and attacks against their work and their union;

Therefore be it resolved that OPSEU will take whatever measures are necessary to protect our members from raiding, including providing accurate information about these rogue "unions"; and

Be it further resolved that OPSEU will support our brothers and sisters in other unions affiliated to the CLC and OFL in the common struggle against this kind of outside interference.
(September 15-16, 1999 B, p.14)

Relationship with Government

OPSEU's policy will be that we have no relationship with any government, other than a working relationship.

(October 19-21, 1993 B p.17)

Relocation

Whenever a government operation is being relocated to another population centre over a significant distance, the president of the local involved and the Board Members, if there are any in the local, shall attend all meetings with the government dealing with relocation.

(November 23-24, 1977 B, p.2)

Secondary Picketing

OPSEU will vehemently oppose any attempt by the government of Ontario to pass legislation that is in opposition to the Supreme Court ruling (that secondary picketing is a legal action).

OPSEU will support action, anywhere in Canada to oppose any provincial action to pass legislation that is in opposition to the Supreme Court ruling.

(Convention 2002, p.9)

Seniority - Transfers into OPSEU Bargaining Units

When workers are transferred from other jurisdictions or employers to our bargaining units, the true seniority, exclusive of national service should be accepted. This will be OPSEU's policy until such time

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as we find that other unions do not accept the true seniority of our members when they are transferred to other employers or jurisdictions where other unions are the bargaining agent.

(July 26-28, 1978 B)

Sickle Cell Disease

OPSEU through the CLC will lobby the Federal and Provincial governments to (a) implement mandatory screening for all infants who are potential victims of Sickle Cell Disease and (b) provide adequate funding for Sickle Cell Research.

(Convention 2002, p.61)

Sports Divestment – Campaign

OPSEU will sponsor a campaign, along with sports and recreation groups, to oppose the divestment of sports and recreation programs and work toward a better system to ensure that the Ontario government remains responsible and accountable for sports and recreation programs and funding.

(May 15-16, 2002 B, p.20)

Statement of Respect

Harassment or discrimination of any kind will not be tolerated at OPSEU functions.

Whenever OPSEU members gather, we welcome all peoples of the world. We will not accept any unwelcoming words, actions or behaviours against our union members.

We accord respect to all persons, regardless of age, political affiliation, including people of colour, women, men, First Nations, Métis and Inuit peoples, members of ethno-racial groups, people with disabilities, gays, lesbians, bisexual, transgender/transsexual people, and gender diverse persons, francophones and all persons whose first language is not English.

In our diversity we will build solidarity as union members.

If you believe that you are being harassed or discriminated against contact _____ (specify names) * for immediate assistance.

* It is the event coordinator's responsibility to designate at least two qualified persons. The names and phones numbers of such persons must be listed. One of the designated members shall be female.

(September 25-26, 2013 B, p.2; May 23-24, 2012 B; p.9; September 20-21, 2006 B, p.7; December 14-15, 2005 B, p.17; January 23-24, 2002 B, p.1)

Strategic Planning

OPSEU will re-double its efforts on the three priority areas established at the strategic planning session:

1. Improving Service to Members
2. Mounting Effective Policy Campaigns
3. Promoting OPSEU to Members, Future Members, and the Public.

All BPS Sector Executives are to take on the mandate to establish priorities for collective agreements in each of their sectors. (December 11-12, 1997 B, p.10)

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Successor Rights - Restoring Successor Rights for Crown Employees

OPSEU call on the provincial government to keep the promise to restore successor rights to Crown employees.

(May 19-20, 2004 B, p.21)

Successor Rights - Retraining and Fighting For Successor Rights

OPSEU will fight for successor rights for our members to maintain their current wages and benefits; and will fight for our members to be retrained at the employer's expense for the different type of jobs that are generated by this changeover (e.g. developmental service workers to be trained as RNAs).

(November 6-8, 1987, C)

Sweatshops

WHEREAS the Labour movement promotes campaigns such as “Labour Behind the Label” and “Wear Fair” to fight sweatshop conditions; and

WHEREAS Unions advise their members not to support these sweatshops by making informed choices when shopping; and

WHEREAS Unions spend inordinate amounts of money to promote these very worthwhile campaigns;

THEREFORE BE IT RESOLVED THAT OPSEU continue to “Practice what they Preach” and not buy apparel or products, etc. from sweatshops, or countries that promote them.

(Convention 1999, p.8)

Technological Change

OPSEU will adopt a policy regarding technological change encompassing a plan of action to include:

1. The development of a bargaining proposal package to be circulated to locals and presented at appropriate demand setting meetings for all OPSEU contracts for the memberships' consideration to include the principles of:
 - a) No layoffs as a result of the introduction of microelectronic applications into the workplace or associated changes in work procedure.
 - b) Retraining programmes for members whose jobs become redundant as the result of above (a) to be provided at the employer's time and expense.
 - c) Broader provisions for paid educational leave.
 - d) A move toward shorter working hours and/or increased vacation periods.
 - e) A mechanism to ensure for workplace democracy or co-determination regarding work design, working conditions and implementation plans of microelectronic applications.
 - f) Protection for the health and safety of our members as is related to the use of microelectronic applications.

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2. The development of an on-going education package on technological change and the workplace, which could be presented as part of OPSEU weekend educational programs.
3. That we work within our own Union and urge that within the OFL, NUPGE or CLC, action begin to consider and plan for the future implications for organized workers, trade unions and trade union growth, not to the exclusion of other action the Union may decide necessary in this area; and

In recognizing the commendable beginning that OPSEU has made in this area and realizing that specific gains will not be won overnight but rather as a result of long-term endeavours, these provisions will be considered part of an on-going programme of OPSEU on the issue of technological change.

(June 9-12, 1982 C; May 7-8, 1982 B, p.10)

TQM - Joint Management Programs (Total Quality Management)

Union Policy Statement and Guidelines for Members

Part One: Statement of Policy

The Ontario Public Service Employees Union is committed to the provision of quality services, safe and healthy workplaces, and the free collective bargaining of fair wages, working conditions and job security for employees.

Employee-participation programs are being introduced by management in our workplaces, under such titles as Total Quality Management, Continuous Quality Improvement, Re-engineering, Quality Circles, Lean Production, other such titles or no title at all. Whatever they are called, these are generally termed joint management programs.

In theory, such programs seek to create a commitment by all employees to the continuous improvement of work processes for the purpose of satisfying internal and external customers. Most programs require the participation of union members; local union officials are often approached for direct union involvement.

Joint management programs offer employee empowerment and some participation in management decision-making, but their overall aim is to restructure the workplace, increase production from employees and reduce costs. Employers use these programs to identify which staff positions can be cut. Joint committees or teams often disguise or expedite the staff reduction process.

In practice, the vast majority of these programs frequently result in the deterioration of quality services, a speed-up of work, reduced wages and benefits, de-skilled staff, increased stress and burnout. They may increase workloads through reduced staffing, changes in job functions and the transfer of management responsibility to unionized staff.

These outcomes are not in the best interests of union members; they are issues that must be dealt with through the collective bargaining process.

Therefore, OPSEU stands opposed to all joint management programs unless the following Essential Preconditions for employee participation are first negotiated and ratified (Part Two of this policy).

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Once a joint management program is ratified, the attached Guidelines for union member participation should also be followed (Part Three of this policy) .

Part Two: Essential preconditions for union participation in joint management programs

Negotiations

Before a joint management program can be introduced in a workplace, mandatory minimum preconditions should first be negotiated by the local union or bargaining unit, and ratified by union members affected.

All such agreements must be reviewed and approved by the OPSEU President, as are compressed work-week agreements and collective agreements.

Essential preconditions for OPSEU participation

The following principles should serve as a minimum for any joint management agreement. If management violates any part of the agreement, OPSEU members should refuse to participate in the joint management program.

1. The union must have full input into and joint control over all aspects of the joint management agenda, committee structure and training program.
2. All bargaining unit representatives on joint management committees must be selected by the union. The number of union members must at least equal the number of management representatives on the committees.
3. All union involvement in joint management programs will be on employer-paid time, including payment of overtime rates, shift differential, weekend premium and call-back premium if applicable. The employer shall cover all employee expenses (mileage, meals, accommodation) for any joint management meetings or training.
4. Paid time must include: preparation time for joint management meetings, union caucus time, and time for reporting back to union members.
5. All employees must have the right to refuse to participate in joint management programs without penalty or discipline.
6. There must be no layoffs or reduction in services as a result of any joint management program activity.
7. All articles of the Collective Agreement must be fully upheld.

All of the above minimum prerequisites for participation must be agreed to by management before a joint management agreement may be ratified by union members.

Part Three: Guidelines for union participation

If all the foregoing preconditions are agreed to by the employer, and a joint management scheme is introduced in a workplace, the following guidelines should assist local union members participation:

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1. All local union involvement in joint management programs will be channelled through the Local Executive Committee or bargaining unit executive. In the Ontario Public Service, participation in such programs should be channelled through the appropriate Ministry Employee-employer Relations Committee team or OPS bargaining unit negotiating team.
2. The local or bargaining unit will elect and/or appoint union members who attend joint management meetings and seminars representing the union. In situations where all staff are directed to attend, the local or bargaining unit will elect and/or appoint the union spokespeople to report directly to the local or unit executive. Ongoing evaluation reports should be made to the local or unit executive.
3. All communications regarding joint management programs that management wants to circulate to union members must be approved by the union. This includes employee questionnaires and surveys.
4. All union involvement will maintain the visibility of the union as the legal representative of the workers. Union members attending joint management meetings or seminars will clearly identify themselves as representatives of the union. Union members will act from a common position and present a common front.
5. All union involvement will be for the sole purpose of gathering information and statistics from the employer.
6. Union representatives will refuse to discuss any matter that involves union business, union priorities or union activities.
7. Union representatives will refuse to discuss any matter that involves collective agreement matters.
8. The employer must not hire outside consultants without union approval.
9. Union representatives will refuse to participate in any joint management programs or activities that involve:
 - i. task analysis and other de-skilling schemes
 - ii. employee participation in discipline proceedings
 - iii. employer programs to reward the non-use of sick time
 - iv. employer programs to punish valid use of sick time
 - v. employee involvement in peer evaluation processes
 - vi. job reclassification schemes
 - vii. employer programs to develop performance-based wage systems
 - viii. employer programs for generic or global salaries
 - ix. employer programs promoting voluntary overtime
 - x. employer programs promoting employee donations of free work
 - xi. employer programs resulting in job losses
 - xii. employer programs resulting in increased health and safety hazards
 - xiii. employer plans for psychological testing
 - xiv. employer plans to transfer management functions to staff without corresponding wage increases
 - xv. employer plans to speed up work beyond safe levels

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10. At all joint management meetings and seminars, union representatives will ask for the real meanings of all words and phrases used that are part of the seductive language of such programs. Union representatives will insist that plain and ordinary language be used and will refrain from adopting any of the obtuse language used by management.
11. All union members will refuse to wear any of the employer's buttons, t-shirts, sweatshirts, caps and pins that promote joint management programs. Locals will carefully analyze social events planned by the employer. Members must not participate in social events that undermine the solidarity of the union.
12. The union must approve instructors in joint management techniques and the use of methods to improve quality.
(October 19-20, 1994 B, p.21)

Transfers - Shifting Responsibility to Municipalities

OPSEU will reaffirm its commitment to fighting these transfers by enlisting the co-operation of locals and municipalities involved in a major fight back to stop this trend.
(June 9-12, 1982 C)

Unemployed Workers

OPSEU will encourage, support and assist efforts of the labour movement to speak for the interests and needs of unemployed workers.
(December 7-9, 1994 B, p.41)

Union Busting

OPSEU will commit itself to stop organizations from union busting and keep the membership informed of who these organizations are.
(February 24-25, 1988 B, p.1)

United Way: Support to United Way Only - Federated Health Charities

OPSEU endorses participation by its members in the United Way campaign.

OPSEU is opposed to any coercion being used by workplace canvassers and acknowledges that this opposition is shared by the United Way itself. Our members should get credit for their contributions.
(October 18-19, 1979 B, p.16)

OPSEU recognizes the contribution of organizations such as the United Way to the alleviation of hardship, poverty and suffering and participates in the labour movement's support for the United Way. However, the proliferation of payroll deductions for essential health, community and social services permits government to continue to shirk its responsibilities, perpetuates a misguided public policy on funding, and contributes to the erosion of wage scales and unionization in the public service workforce. For this reason, OPSEU does not support other campaigns such as Federated Health Charities in the workplaces of our members and in particular, objects to the use of payroll deductions for such charities, which tends to undermine support for the United Way.
(March 1-3, 1994 B, p.31; May 25-26, 1988 B, p.17)

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OPSEU will assist Locals in reclaiming control of United Way workplace campaigns from the employer.

OPSEU will take steps to ensure that OPSEU and its members receive media and public and recognition for the many contributions that they make, as workers and union members, towards the United Way.
(May 14-15, 2003 B, p.22)

White Ribbon Campaign

WHEREAS violence against women is a very serious issue in our communities, regions and province;
and

WHEREAS the White Ribbon Campaign has gained exposure with their campaign on violence against women, organized around the December 6th Day of Mourning; and

WHEREAS OPSEU has supported the White Ribbon Campaign, with the donation of money in 1992, and 1993; and

WHEREAS OPSEU recognized the importance of the issue of violence against women, by passing a resolution at convention 1992, that regional forums on the issue would be organized; and

WHEREAS there is a need for a more committed effort, in order to continue the struggle to end violence against women;

THEREFORE BE IT RESOLVED THAT OPSEU continue to support the White Ribbon Campaign; and

BE IT FURTHER RESOLVED THAT Brothers in each region of OPSEU be encouraged to organize regional campaigns in co-operation with the White Ribbon Campaign and to promote the campaign in our work places and communities.

(December 7-9, 1994 B, p.45)

Women and Children – Violence and Poverty

OPSEU reaffirms a commitment to work in conjunction with NUPGE and the CLC to adopt a legal framework and specific strategies aimed at eliminating women's and children's poverty.

OPSEU reaffirms the policies and programs to end all forms of violence against women and children around the world.

OPSEU will lobby to reinstate funding to women's shelters.
(September 18-19, 2001 B, p.25)

OPSEU will continue to work with anti domestic violence coalitions.
(May 19-20, 2004 B, p.55)

Workfare

OPSEU supports a re-examination of the Canadian Labour Congress/United Way-Centraide Canada relationship in the event that the United Way presents a position in support of workfare.

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OPSEU members are encouraged to endorse any decision of their local labour community to withdraw support for local United Way agencies that choose to participate in workfare.

(June 25, 1996 B. p.10)

OPSEU will work with other affiliates of the OFL and community organizations to oppose this regressive and deliberate policy to further victimize the poor, weaken public services and undermine the bargaining power of OPSEU which represents the workers who provide public services.

Where Workfare placements are present in OPSEU, workplaces, members of OPSEU will oppose the use of these workers as free labour, but not the workers themselves.

Where Workfare placements are present in OPSEU workplaces, OPSEU will attempt to ensure that these workers are afforded basic protections in the workplace.

(January 27-28, 1999 B, p.2)

OPSEU will continue to oppose the use of “workfare” and expose the facts surrounding the victimization of the poor.

OPSEU supports the right of all unorganized, under-employed and unemployed workers to have decent jobs with decent wages, benefits and working conditions.

(Convention 2000, p.16)

Workplace Committees

WHEREAS all Ontario Ministries are required under the ODA to have in place a Committee to review accessibility issues within their Ministry and make recommendations and produce their finding in an annual report; and

WHEREAS the Ministry of Citizenship drafted guidelines for all Ministries in the development of these Committees which state that a frontline staff should be on each of these Committees; and

WHEREAS frontline staff could only refer to an OPSEU member and due to the nature of the Committee, the OPSEU Representative should be a person with a disability;

THEREFORE BE IT RESOLVED THAT OPSEU in co-operation with like-minded organizations lobby the provincial government to have an OPSEU member sit on each of these Committees; and

BE IT FURTHER RESOLVED THAT this member be selected through a co-operative process involving the Ministry Enforcement Renewal Committees, Disability Rights Caucus and the Equity Unit; and

BE IT FURTHER RESOLVED THAT OPSEU pressure the Government to create such Committees in all workplaces that receive a significant portion of their funding through Ontario tax dollars.

(May 19-20, 2004 B, p.25)

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Designated Groups

The designated groups for purposes of OPSEU's Employment Equity Policy are:

Francophones - Workers whose first language is French and who is identified as being part of the French Canadian cultural community and the Canadian French speaking population.

Injured worker is a worker who has or had an injury or disability for which benefits were claimed or received under the Workers' Compensation Act.

Learning, mental or psychiatric disabilities can include learning or comprehension incapacities which are significant and persistent but permit the individual so disabled to carry out duties and perform tasks in a reliable manner under a reasonable amount of supervision.

Native People - Means people who identify themselves as Indian, Inuit or Metis and includes people who come from an Indian, Inuit, or Metis background status as well as non-status.

Physical disabilities can be visible or non-visible and can include any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impairment, muteness or speech impairment, or physical reliance on a guide dog, wheelchair or other appliances or devices.

Women

Workers of Colour - Workers who are non-Caucasian in race. These would include Blacks, Chinese, South Asian, South East Asian, Filipino, Latin American, Canadian and Native people.

Workers Who Are Linguistically Different - Workers whose first language is neither English nor French.

Workers with Disabilities means "every individual whose prospects of securing, training and advancing in suitable employment are substantially reduced as a result of a duly recognized physical or mental impairment."

Policy

A policy on Employment Equity builds on OPSEU's history and philosophy to continue its fight for fairness and equality.

To OPSEU Employment Equity is:

- an action oriented process to reshape the workforce;
- making recruitment, hiring, promotion, training and earnings more equitable for all;
- seeking the elimination of discrimination and harassment particularly for workers with disabilities, workers of colour, women, native people, francophones, and workers that are linguistically different, that is workers whose first language was neither english or french;
- the elimination of racism, sexism and other forms of discrimination and harassment within our union, workplaces and society;
- promoting economic development through full utilization of the talents of all members.

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Programme Components

Employment Equity is another vehicle through which this union can give practical expression to its constitutional philosophy.

The components of an Employment Equity programme are:

Commitment

OPSEU is committed to ending discrimination and harassment among our membership and in all our workplaces; we are committed to the elimination of barriers to participation in the organization and to the encouragement of staff and members to develop their full potential.

In order to operationalize our ideological commitment to Employment Equity we must also be prepared to commit financially.

Implementation and Monitoring

We believe that this can best be done through joint and equal partnership with employers to design, implement, monitor and evaluate the Employment Equity process.

Accountability/responsibility

An important part of the Employment Equity process is to ensure the accountability of the parties to the process of change, OPSEU is committed to accepting its role in this process.

I. Structure

As an organization OPSEU has different roles. In its role as the Bargaining Agent, OPSEU shall do the following:

The President shall establish a Central Committee comprised of members and staff who are knowledgeable of and have a commitment to Employment Equity. The committee should have designated group representation and members who have both an urban and rural perspective. Members should be trained on the issues and principles of Employment Equity and have the skills necessary to effectively negotiate an Employment Equity programme.

The committee shall centrally negotiate the following:

- Joint - Workplace/Local/Ministry Committees;
- These committees should have equal management/union representation and shall be separate from the MERC and LERC but with an open line of communication;
- The committee should have decision making authority;
- The committees shall have equal access to all relevant information;
- Time off for committee work must be paid for by the employer;
- Training must also be joint and paid for by the employer;
- Workplace/Local/Ministry committees must be structured in a manner similar to the central committee, i.e. 50/50 and the union will decide on the process by which its representatives are elected/nominated;

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- The central committee should retain a monitoring and evaluating role and will be accountable for ensuring that the process agreed to is followed;
- Workplace/Local/Ministry joint committees shall prepare an annual report to be forwarded for review by the Central Committee;
- The Workplace/Local/Ministry joint committees shall negotiate an Employment Equity Plan that shall include the following:
 - i) Joint participation in the process of designing, conducting and analysing a survey to identify the existing employment status of disadvantaged groups in the workplace.
 - ii) Employees will respond to the survey on a voluntary, anonymous basis.
 - iii) Training, design, implementation and assessment of an education program for employees about the goals of the Employment Equity Program and how the program will be developed.
 - iv) Conduct a review of all employment system practices affecting employees, including, without limiting the generality of the foregoing:
 - recruitment;
 - determination of job qualifications;
 - hiring and development of selection criteria for hiring;
 - training programs;
 - transfer and promotion;
 - hours of work and schedules;
 - compensation;
 - workplace design and physical access;
 - organization of work;
 - technology and processes;
 - impact of seniority provisions;
 - provisions of child care; and
 - provisions for leave of absence.

The Employment Equity Plan must include the following:

- a) identify any barriers to the employment or promotion of people of each designated group that may result from the employer's practices, policies and job requirements;
- b) specify the timetable for the removal of all barriers identified in the plan and how the barriers will be removed;
- c) provide adequate job training;
- d) specify the positive practices that will be undertaken to achieve equity in employment and set out a timetable for when these positive practices will be undertaken;

Section 23 - Policy Statements 23.2 Employment Equity
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- e) identify the number of people of each designated group working for the employer in each occupational category, education levels and salary range;
- f) set out a timetable for the achievement of a workforce that is representative of the population of the region of the province in which the establishment is located;
- g) including numerical targets for the employment of designated groups in each occupational category and salary range;
- h) to eliminate all biased language that could reinforce stereotypes by describing roles and characteristics to designated group members;
- i) elimination of sexual harassment/discrimination.
- j) recruitment policies and practices that are appropriate to inform people of designated groups of employment opportunities;
- k) interviewing and selection policies and practices that will not pose barriers to the employment of people of designated groups;
- l) promotion policies and practices that will not pose barriers to the promotion of people of designated groups;
- m) elimination of job qualifications and requirements that may pose barriers to the employment of people
- n) policies and practices to ensure that people of designated groups receive equal pay for work of equal value;
- o) anti-discrimination and anti-harassment policies;
- p) leave of absence provision that accommodate the needs of members of designated groups and other employees.
- q) provision on Joint educational programs in the establishment to combat discrimination;
- r) measures for the accommodation of people with disabilities, including, without limiting the generality of the foregoing,
 - provision of work related intervenors, interpreters, and readers assistive devices;
 - provision of support services such as attendant services;
 - flexible job design, including flexible work hours, work restructuring, and accommodation;
 - work at home;
 - physical access and retrofitting of premises;
 - designated parking and or subsidized parking;
- s) measures for accommodation for members of the other designated groups:

Section 23 - Policy Statements 23.2 - Employment Equity
--

- disproportionate financial disadvantage for relocation of owners of Crown land;
- religious observance;
- access to language training;
- safety and security strategies to improve personal safety of all employees, in order to provide a safe and secure environment.
- measures to provide an environment free from racism, sexism and homophobia;
- and any other special measures that may be identified by the joint committees.

The plan shall include mechanisms for monitoring the implementation process.

The plan shall include an evaluation procedure.

Where there are other bargaining agents besides OPSEU in the workplace, OPSEU should initiate action with the other bargaining agents to arrive at a consensus with regard to the design and implementation of Employment Equity programmes on behalf of its members.

OPSEU shall provide initial training for one resource person per local committee on the issues, principles and skills in effectively managing employment equity in addition to regular opportunities for revising and updating skills;

In order to ensure that Employment Equity principles and practices are efficiently and effectively implemented appropriate staff resources shall be made available.

II. Seniority

OPSEU believes that the fundamental principle of seniority must remain intact, however the application of seniority must be applied in a manner consistent with OPSEU's principles of fairness and equity.

III. Unclassified

It is OPSEU's long held position that unclassified staff should accumulate seniority and on that basis be hired as classified staff. Employment Equity initiatives would not change the Union's historical position.

IV. In its role as Employer, OPSEU's administration through its Administrators shall adhere to Employment Equity principles in its human resource planning and shall be made accountable.

V. In its role as a Corporation, OPSEU shall review:

- how goods and services are tendered eg: advertising, lawyers, consultants;
- to ensure that target group contractors have equal access to our business;
- that contractors subscribe to the principles of employment equity and are engaged in an employment equity plan;
- to be monitored through the Equal Opportunities department.

Section 23 - Policy Statements 23.2 Employment Equity
--

VI. In its role as a Community Advocate, OPSEU shall:

- Build links with and offer support to those organizations that support the same principles of employment equity;
 - support mandatory employment equity legislation across the board.
- (May 2-4, 1991 C, p.31)

Appointment of OPS Ministry Team Members

A committee of three (3) members will be appointed (to the OPS Ministry Employment Equity teams), at least two (2) of whom must be from the designated groups, and that one member of the Ministry ERC team sit on the committee to provide co-ordination with other Ministry activities.

(January 14-16, 1992 B, p. 51)

Employment Equity in the Broader Public Service (BPS)

In the course of the review of employment policies and practices (employment systems review) the union and employer team should identify collective agreement clauses that may be barriers to advancement or retention of designated groups, and develop options for removal of those barriers. The union team should then discuss those options with the members of the affected unit at a unit meeting and seek direction and a mandate to bargain changes to (or overrides of) the collective agreement.

In all areas of this policy where the words affected unit, or affected members are used, affected members or unit are reflected to mean all members of the appropriate bargaining unit.

Ratification of collective agreement changes by affected members with the remainder of the employment equity plan vetted by head office staff and signed off by the president.

(April 4-5, 1995 B, p.27)

Lobbying for Pay Equity Adjustments

OPSEU will take the lead and lobby the Liberal government to provide adequate funding for pay equity adjustments to women, while at the same time preserving vital public services.

(May 19-20, 2004 B, p.45)

Section 23 – Policy Statements 23.3 – Women and Affirmative Action

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Section 23 – Policy Statements 23.3 – Women and Affirmative Action

Policy Paper on Women and Affirmative Action - A Programme for OPSEU:

OPSEU will lobby for the following:

- 1.1 Ontario and federal human rights laws must be amended to provide for mandatory affirmative action programmes. A "contract compliance policy" would require that governments deal only with employers who have an effective government-approved affirmative action programme. Such a programme would have to meet the guidelines established by legislation.
- 1.2 The law must set up uniform guidelines and criteria by which affirmative action programmes can be judged and approved. Among these criteria:
 - a) A joint affirmative action committee must be established in each workplace, at least half of which must be workers, and of these a portion would be women workers at least in proportion to their numbers in the workplace. The worker members of the committee would be chosen by the union, or by the employees where no union exists. Such a committee would have the power to develop, implement and monitor the mutually agreed-upon programme.
 - b) A detailed audit of the workforce and of the recruitment, selection and promotion process must be carried out by the committee. All relevant workforce data, employer records, etc. must be made available to the committee. Any practices that have an adverse impact on women must be identified.
 - c) Special measures must be developed to remedy the discrimination that is discovered. These must include: active outreach and recruitment programmes through community colleges, women's networks, unions, and media advertising; provisions for retraining, upgrading and on-the-job training for women; establishment of targets and timetables for employing women at all levels and in all job categories; provision of child care; provision of policies against sexual harassment; and other support services.
 - d) A rigorous system must be set up to make management accountable for carrying out the programme.
 - e) When disputes arise, the parties must have access to a dispute resolution mechanism - either arbitration or the appeal board set out in 1.3 below.
- 1.3 An Equal Employment Branch of the Ministry of Labour should be created, with the power to approve and monitor affirmative action plans, and institute a separate board of appeal in the event of disputes between management and employees.
- 1.4 Where complaints of sex discrimination are proven against employers, remedial steps should include much tougher penalties than currently exist. There must be provision for back-dating of seniority and back pay for victims of discrimination.
- 1.5 Human rights laws must be amended to allow for class action complaints. Human rights commissions must be given more staff and money to ensure quick and effective processing of complaints.

Section 23 – Policy Statements 23.3 – Women and Affirmative Action

- 1.6 Legislation must be adopted to provide for equal pay for work of equal value.
- 1.7a The Ontario Public Service and community colleges affirmative action programmes must be strengthened. They must be put under the jurisdiction and guidelines of the Equal Employment Branch of the Ministry of Labour. They must be joint union-management programmes; the programme managers must be taken out of personnel departments and placed in positions with power and clout; and the financial resources must be sufficient to make sure the programme is a serious one and capable of succeeding.
- 1.7b The programme must be extended to all public sector employees who come under Ontario government jurisdiction and funding.
- 1.8 Free, universal, publicly-funded quality childcare for children from birth to age 12 must be available as an essential social right to every family wishing to use the service.

Bargaining Priorities

OPSEU is committed to a comprehensive bargaining strategy, including the following priorities:

- 2.1 Equal pay for work of equal value;
- 2.2 Rights and benefits for part-time workers;
- 2.3 Daycare and parental leave provisions;
- 2.4 Protection from workplace sexual harassment;
- 2.5 Jobs security and retraining provisions relating to technological change.
- 2.6 Until affirmative action becomes mandatory by law, OPSEU must bargain for jointly-run affirmative action programmes with joint workplace committees as outlined in recommendation 1.2(a).

Internal Structure

- 3.1 The Union must maintain adequate staffing and resources to continue to give a high profile to equality issues. Activities should include:
 - a) organizing of direct membership action around bargaining and legislative lobbying on equality issues;
 - b) on-going education on equality issues and a biennial women's conference;
 - c) continued support and resources for the work of the Provincial Women's Committee.
- 3.2 The Union must continue its conscious effort to increase the number of women in under-represented job classifications on staff.
(November 1-4, 1984 C, p.32)

Section 23 – Policy Statements 23.3 – Women and Affirmative Action

Women's Conference

The biennial OPSEU Women's Conference will be held in the fall of off-election years.
(June 15-17, 1993 B, p.72)

The Double Impact of Public Sector Cutbacks on Women

OPSEU will continue to expose and oppose cutbacks to quality public education, health care, pensions, and income security which has double impact on women as caregivers and consumers of services.

OPSEU will continue to demand that the provincial government maintain and expand our system of public caring services for all women.

OPSEU, working with the P.W.C., will formulate a unifying and progressive position on women's unwaged work.

OPSEU, along with NUPGE, will support and promote the issues addressed in the National Union's "Any Way You Slice It We Want the Whole Loaf" kit as it applies to women and children.
(April 8-10, 1999 C, p.39)

Section 23 - Policy Statements 23.4 - OPSEU Privatization Policy

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Section 23 - Policy Statements 23.4 - OPSEU Privatization Policy

Alternatives and Improved Government Services

OPSEU will:

- 1) commit the necessary resources to assist members in improving government services and developing alternatives to privatization, including worker co-operatives and non-profit corporations; and
- 2) enter a working relationship with the Ontario worker co-operative federation; and
- 3) develop contacts with labour-sponsored venture capital funds for assistance with employee ownership; and
- 4) retain its role as bargaining agent for the workers and not as a party to the business; and
- 5) funds will not be committed for the creation of profit-oriented enterprises, other than information referral assistance; and
- 6) launch a feasibility study toward sponsoring a venture capital fund.
(December 11-13, 1996 B, p.26)

Organizing

OPSEU will:

- 1) make it a priority to launch organizing drives to reclaim members lost to privatization; and
- 2) commit itself to developing a long-term organizing strategy to follow public service work and ensure that OPSEU is the union of choice for members in designated sectors; and
- 3) create a system to track and maintain communications with members who are laid off, in order to maintain contact with them and enlist their continued support.
(December 11-13, 1996 B, p.26)

Exchange of Information

OPSEU will establish a communications system to enable members, leaders and staff on an ongoing basis to exchange information about privatization, strategy and tactics.
(December 11-13, 1996, B, p.28)

Education and Communications

OPSEU will commit sufficient resources to carry out a union-wide education plan on privatization, including dissemination of this policy; and

A set of anti-privatization messages and arguments will be disseminated widely to the OPSEU membership.

A basic course in workplace tactics and direct action will be developed for use in regional and local educational.

(December 11-13, 1996 B, p.18)

Section 23 - Policy Statements 23.4 - OPSEU Privatization Policy

Information and Research

OPSEU will commit the necessary funding to support anti-privatization research as a priority in all sectors of the Union; and

This research will be made available to the affected members; and

The anti-privatization team, comprised of designated staff from Grievance, Job Security, Research, Public Affairs, Collective Bargaining, Organizing and field staff as needed, will be empowered to act on this policy, to collect and direct research, assess anti-privatization projects, plan and carry out strategies.

(December 11-13, 1996 B, p.21)

Mobilization

OPSEU will:

- 1) provide full support for anti-privatization activities and tactics, including workplace organizing, legislative lobbying, corporate campaigns, and direct action, and
- 2) provide necessary staffing and financial support for activating community coalitions.

(December 11-13, 1996 B, p.23)

Privatization - Ontario Colleges of Applied Arts and Technology

OPSEU will publicly declare its commitment to maintaining the Ontario Colleges of Applied Arts and Technology and opposing, to the fullest extent possible, any privatization of that system or any of its components.

(September 15-16, 1999 B, p. 14)

Privatization - Post Office

OPSEU will actively promote the boycott of non-unionized postal outlets and call upon Canada Post to follow the example of other countries and expand postal services at the wickets, stop all contracting-out and privatization, and extend door-to-door delivery.

(February 3-5, 1989, C)

Privatization – Public Private Partnerships (P3)

OPSEU will continue to work with our partners in the labour movement and the broader community to expose and oppose P3 projects that strip resources from the public sector. When faced with P3 projects, OPSEU will make every effort possible to reduce or eliminate the adverse effects these projects may have on our member, the public sector, and working people in general.

(Convention 2004, p.22)

Privatization - Service Delivery

WHEREAS there are a range of types of privatization, some of which benefit employers and the corporate sector such as contracting out, partnering arrangements, outright sell-offs and handouts; and some of which benefit workers such as employee and worker cooperatives, and community services;

Section 23 - Policy Statements 23.4 - OPSEU Privatization Policy

WHEREAS each type relates to public interest and accountability to the public, ranging from much accountability to zero accountability;

WHEREAS our goal as a union and as citizens is to ensure that services remain accountable and relevant to the communities they serve; and

WHEREAS successive governments have abandoned a government role to guarantee fully accountable public services for the public good;

THEREFORE BE IT RESOLVED THAT OPSEU establish an in-house assessment centre from existing resources with the expertise to assess feasible alternatives for service delivery that will retain to the extent possible members' skills and investment in their work and membership in OPSEU; and

BE IT FURTHER RESOLVED THAT OPSEU examine all options for service delivery including employee and worker ownership, community and worker cooperatives, but that any option have mechanisms to ensure accountability to the community or communities receiving the service.

(June 25, 1996 B, p.18)

Privatization - Stop All Privatization

Whereas there is mounting evidence that private-sector service delivery actually increases costs while reducing working conditions and the quality of our public services; and

Whereas the virtual government model of contracting out any and all public services is intended primarily to create “opportunities” for profit-taking by the private sector, no matter the actual costs imposed on the citizens; and

Whereas the public sector must operate with substantially higher standards of public accountability than the private sector and is far more efficient at providing policy development and management in the public interest, impartial regulation, ensuring equity, preventing discrimination and exploitation of vulnerable citizens, ensuring continuity and stability of public services, and ensuring social cohesion; and

Whereas the rights citizens now enjoy, including access to information, privacy protections, and transparency of service delivery, are threatened by contracting-out public services to the private sector; and

Whereas privatization has a greater negative impact on women;

Therefore be it resolved that OPSEU continue to expose the activities and motives of private-sector profiteers and pressure our elected political leadership to respect public services and the workers who provide them.

(September 15-16, 1999 B, p. 19)

Section 23 - Policy Statements 23.5 - OPSEU Harassment Policies
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Section 23 - Policy Statements 23.5 - OPSEU Harassment Policies
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Harassment and Discrimination 1-800 Telephone Line

OPSEU will establish, promote and monitor a 1-800 line to permit all members of OPSEU experiencing harassment and discrimination in the work place or in the Union to contact the Union.

(Convention 2004, p.23)

Personal Harassment Policy

Whereas OPSEU doesn't condone any form of harassment; and

Whereas OPSEU wishes to foster an environment devoid of any form of harassment; and

Whereas Personal Harassment is an issue in today's society;

Therefore be it resolved that because OPSEU doesn't condone personal harassment that the following become the OPSEU Personal Harassment Policy; and

Be it further resolved that OPSEU develop an Alternate Dispute Resolution process:

- a) When and if Locals are unable or unwilling to resolve personal harassment issues, the Local or an individual could contact the Equity Unit. A member in good standing or staff person who has taken the union's mediation training would be assigned to the case.
- b) The Equity Unit would establish standards to ensure consistent application of this strategy.

Be it further resolved that education courses should be designed for Regional Educations. There should be an anti-harassment code of conduct statement made at the beginning of all conferences and educationals. A module on personal harassment should be designed and included in all stewards' training and local Presidents' orientation.

Be it further resolved that we adopt the definition of personal harassment, which is:

- Intentional or unintentional comments or conduct that are offensive and demeans an individual, causes personal humiliation, and/or threatens economic livelihood and personal well-being of an individual on any grounds.
- Includes behaviour that offends the dignity, respect and rights of a person on the basis of grounds other than those in the code.
- This may include but is not limited to: verbal abuse, comments or conduct that is derogatory and based on personal attributes.

Be it further resolved that two (2) members of the Provincial Women's Committee (PWC) and the Provincial Human Rights Committee (PHRC) work with staff to develop the training package necessary to implement this policy.

(September 15-16, 1999 B, p.10)

Section 23 - Policy Statements 23.5 - OPSEU Harassment Policies
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Mediation/Arbitration Panels

WHEREAS OPSEU is committed to a harassment free, safe workplace;

AND WHEREAS the disruption of sexual harassment cases to the workplace is exacerbated by the cases often taking years to be heard;

AND WHEREAS these delays further poison the work environment and interfere with the running of locals.

THEREFORE BE IT RESOLVED THAT OPSEU lobby the Ministry of Labour as well as employers, to put as a priority the establishment of special arbitration panels with training in human rights sexual harassment and mediation/arbitration; and

BE IT FURTHER RESOLVED THAT all sexual harassment cases be expedited directly to these mediation/arbitration panels.

(January 30-31, 1997 B p.11)

Section 23 - Policy Statements 23.6 – Accessibility for Ontarians with Disabilities Act

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Section 23 - Policy Statements 23.6 – Accessibility for Ontarians with Disabilities Act
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Section One – Policy Statement

Commitment

OPSEU is committed to providing our services in a way that ensures accessibility for Ontarians with disabilities.

Reasonable efforts will be made to ensure that:

- a) Persons with disabilities are provided equal opportunity to obtain, use and benefit from OPSEU's services;
- b) Services are provided in a manner that respects the dignity and independence of persons with disabilities;
- c) The services provided to persons with disabilities are integrated with the provision to others unless an alternative measure is necessary;
- d) Communications with a person with a disability are conducted in a manner that takes the person's disability into account;
- e) Persons with disabilities may use assistive devices, service animals and support persons as is necessary to access our services unless superseded by other legislation.

Legislation

This policy and its procedures address the accessibility requirements of Regulation 429/07 Accessibility Standards for Customer Service under the **Accessibility for Ontarians with Disabilities Act**.

Scope

This Policy applies to OPSEU Head Office, Regional Office and Membership Centre locations and employees, and to all workplaces or practices under OPSEU's control.

Responsibility

It is the responsibility of Management to ensure that all employees follow the guidelines set out in this policy and to ensure all employees are trained under Accessibility Standards for Customer Service and this policy, practices and procedure.

Definitions

"Assistive Devices" are auxiliary aids such as communication aids, cognition aids, personal mobility aids and medical aids (e.g. canes, crutches, wheelchairs or hearing aids).

"Disability" as per the **Ontario Human Rights Code**, means:

- a) Any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device;
- b) A condition of mental impairment or a developmental disability;

Section 23 - Policy Statements 23.6 – Accessibility for Ontarians with Disabilities Act
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- c) A learning disability or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language;
- d) A mental disorder; or
- e) An injury or disability for which benefits were claimed or received under the insurance plan established under the **Workplace Safety and Insurance Act**.

“Persons with Disabilities” are individuals who have a disability as defined under the **Ontario Human Rights Code** (and above).

“Service Animals” are animals individually trained to do work or perform tasks for the benefit of a person with a disability.

“Support Persons” are any persons, whether a paid professional, volunteer, family member, or friend, who accompany a person with a disability in order to help with communications, personal care or medical needs, or with access to goods or services.

Section Two – Procedures

Communication

We will communicate with people with disabilities in ways that take into account their disability.

Telephone Services

- a) We are committed to providing fully accessible telephone.
- b) We will offer to communicate by e-mail, TTY, relay services if telephone communication is not suitable to their communication needs or is not available.

Assistive Devices

- a) We are committed to serving people with disabilities who use assistive devices to obtain, use or benefit from our services.

Use of Service Animals and Support Persons

- a) We are committed to welcoming people with disabilities who are accompanied by a service animal on the parts of our premises that are open to our members or the public.
- b) We are committed to welcoming people with disabilities who are accompanied by a support person. Any person with a disability who is accompanied by a support person will be allowed to enter our premises with his or her support person. At no time will a person with a disability who is accompanied by a support person be prevented from having access to his or her support person while on our premises.

Notice of Temporary Disruption

- a) We will provide notice in the event of a planned or unexpected disruption in the facilities or services usually used by people with disabilities. This notice will include information about the reason for the disruption, its anticipated duration, and a description or alternative facilities or service, if available.

Section 23 - Policy Statements 23.6 – Accessibility for Ontarians with Disabilities Act
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- b) The notice will be placed at all public entrances.

Section Three – Training

Training for Staff

- a) Training will be provided to all staff. New employees will be provided with training upon the commencement of their duties.
- b) Training will include:
 - i) The purpose of the **Accessibility for Ontarians with Disabilities Act** and the requirements of the customer service standard;
 - ii) How to interact and communicate with people with various types of disabilities;
 - iii) How to interact with people with disabilities who use an assistive device or require assistance of a service animal or a support person;

Section Four - Feedback

Process

- a) The ultimate goal of OPSEU is to meet and surpass expectations when providing services to people with disabilities.
- b) Feedback regarding the way we provide service to people with disabilities can be made by e-mail, verbally or by mail. All feedback will be directed to Employee Relations.
- c) Upon receipt of a concern, Employee Relations will investigate the matter with the appropriate staff and provide a written response within thirty (30) days.

Section Five – Policy Review

Any questions about this policy may be directed to Employee Relations.

A copy of this Policy is available upon request by contacting Employee Relations. In addition, a copy of this Policy is available on our website at www.opseu.org.

This Policy shall be reviewed on a yearly basis.

Section 23 - Policy Statements 23.7 - OPSEU Harassment and Discrimination Prevention Policy
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Section 23 - Policy Statements 23.7 - OPSEU Harassment and Discrimination Prevention Policy
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1.0 Introduction

- 1.1 OPSEU has a long tradition of struggle to end harassment and discrimination. The Union recognizes that equity issues are central to representing and defending members' rights in the workplace, Union and community. Harassment and discrimination create a climate of intolerance and division among the membership. By eroding our unity and strength, they can weaken our effectiveness at the bargaining table, in the workplace, on the picket line and in the community. Our ability as Union activists and representatives to respond effectively to situations of harassment and discrimination is essential to building OPSEU's strength.
- 1.2 OPSEU will not tolerate discrimination and harassment. To this end, the Union will promote human rights and make every effort to prevent violations within the scope of this Policy. This Policy is one step in our fight to eliminate personal harassment, harassment and discrimination contrary to the *Ontario Human Rights Code* ("Code") and OPSEU's Constitution which affirms that every member has the right to be treated with dignity and respect.

2.0 Scope and Application

- 2.1 The Policy applies to all OPSEU members, including retired members and elected leaders during any Union-related duties, activities and functions. This includes, but is not limited to, local meetings, conferences, Conventions, educationals, social functions, picketing and demonstrations. It also applies to union-related interactions between members and elected Union leaders in the workplace.
- 2.2 Nothing in this Policy is intended to preclude a member from accessing a complaint procedure under a Collective Agreement, the *Code* or other legislation.
- 2.3 In certain circumstances, it may be necessary for the Union to initiate an investigation of an incident(s) in the absence of a complaint from a member. In order to promote respect for human rights, the Union has an obligation to take action to prevent and discourage behaviour, which contravenes this Policy.
- 2.4 The recommendation(s) for remedy, corrective action or sanction could include, but are not limited to a warning, reprimand, apology, education, removal from office, bar on running for office for a specified time.
- 2.5 This Policy addresses all forms of harassment and discrimination, including systemic discrimination. Where the term "systemic" discrimination is used in the Policy and/or Procedures Manual, it refers to patterns of behavior, policies, or practices that are part of OPSEU's structures, and which create or perpetuate disadvantage based on a prohibited ground.

3.0 OPSEU Members – Roles & Responsibilities

- 3.1 All members of OPSEU are responsible for maintaining and promoting an environment that is free of discrimination and harassment.

4.0 Elected Leadership – Roles & Responsibilities

- 4.1 The elected leadership of OPSEU is responsible for enforcing this Policy. Local Executives, Executive Board Members. Elected Teams and Committees shall:

Section 23 - Policy Statements 23.7 - OPSEU Harassment and Discrimination Prevention Policy
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- a) establish and maintain an environment free of harassment and discrimination;
- b) ensure accommodation needs of members are met;
- c) take appropriate action when they have knowledge of harassment or discrimination;
- d) treat complaints seriously and refer complainants and respondents to Advisors or an Equity Unit Officer.

4.2 The President, First Vice-President/Treasurer, Regional Vice-Presidents, and the Executive Board, as appropriate, shall implement all recommendations for remedy as determined through a mediation settlement, investigation or appeal of a complaint unless the recommended remedy contravenes the constitution or OPSEU policies, or other factors outweigh the general interest. If recommendations are not implemented, then, where possible, written reasons will be provided.

5.0 Harassment and Discrimination Contrary to the *Code*

5.1 OPSEU adopts the language and principles of the *Code*. Every member has a right to equal treatment with respect to Union-related duties, activities and functions without discrimination because of the following prohibited grounds:

- a) race;
- b) ancestry;
- c) place of origin;
- d) colour;
- e) ethnic origin;
- f) citizenship;
- g) creed;
- h) sex (includes pregnancy);
- i) sexual orientation;
- j) gender identity;
- k) gender expression;
- l) age;
- m) marital status;
- n) family status;
- o) disability.

5.2 Policy violations may include:

- a. reprisal, which means being targeted on the basis of having:
 - i. filed a complaint under this Policy;
 - ii. participated in any proceeding in accordance with this Policy;
 - iii. been associated with a person who has filed a complaint or participated in any proceeding in accordance with this Policy.
- b. condonation, where a Union leader does not take appropriate action to address harassment or discrimination;
- c. where a party believes that a complaint itself is a form of harassment and/or discrimination;
- d. breach of a settlement;
- e. discrimination because of relationship, association or dealings with a person or persons identified by a prohibited ground.

Section 23 - Policy Statements 23.7 - OPSEU Harassment and Discrimination Prevention Policy
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6.0 Personal Harassment

- 6.1. OPSEU strives to have an environment free from personal harassment with respect to Union-related duties, activities and functions. Personal harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome and that is not related to a prohibited ground identified in the *Code*.
- 6.2. Personal harassment includes verbal, physical and psychological forms of harassment. Examples of harassment covered under this Policy may include, but is not limited to, repeated occurrences or use of:
- a) slurs, insults and name-calling;
 - b) circulating or posting offensive or derogatory pictures or documents;
 - c) public humiliation;
 - d) exclusion from union activities or functions.

7.0 Confidentiality and Privacy

- 7.1. The Union understands that it is in the interests of all parties to keep matters arising under this Policy confidential. Rumours and innuendo destroy the integrity of the fact-finding process and the principles of early resolution.
- 7.2. The Equity Unit, Advisors, Mediators, Investigators and Appeal Chairs will maintain confidentiality, wherever possible, subject to the requirements of a fair process or as otherwise required by law.
- 7.3. It is understood that written reports or decisions of Investigators and Appeal Chairs and Appeal Hearings may be made available for the purposes of implementation, education or reporting to the membership.

8.0 Education

- 8.1. The Union is committed to a preventive strategy that is based in education. To that end, the Union shall:
- a) provide courses based on harassment and discrimination in each region at least once a year;
 - b) incorporate a training component on the Policy and prevention into orientation sessions for Executive Board Members, Chairs of Equity Committees and Caucuses, Local Presidents, and Stewards;
 - c) offer orientation to the Policy to all regional/local equity committees/ representatives;
 - d) provide a 'lunch 'n learn' on the Policy.

9.0 Administration

- 9.1. The Equity Unit shall be responsible for the implementation of this Policy and the development of a Procedures Manual for it. Such procedures shall be developed in consultation with a subcommittee of three (3) members Advisors and Investigators, the Chairs of the Provincial Equity Committees and Equity Caucuses and shall be reviewed every three (3) years.
- 9.2. Both complainants and respondents have a right to an Advisor under this Policy. Such Advisors shall be members selected by a process outlined in the abovementioned Procedures Manual.

Section 23 - Policy Statements 23.7 - OPSEU Harassment and Discrimination Prevention Policy
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Advisors shall be provided with appropriate training to carry out their role and shall be supported by the Equity Unit.

- 9.3 All costs related to the processing of complaints will be borne by the Union and shall be consistent with OPSEU policies and practices. If members choose to seek representation or advice from persons not appointed under this Policy such costs will not be covered or be recoverable.
- 9.4 Every effort shall be made to encourage resolution at every stage of the complaint process, where appropriate, including prior to the filing of a formal complaint.
- 9.5 It is recognized that external mediators, investigators and hearing Chairs will be needed from time to time, according to the nature of a complaint.
- 9.6 This Policy, including the Statement of Respect, is to be posted in a visible location in all OPSEU buildings, as well as advertised through the website, newsletters and bulletins, locally, regionally and provincially. In addition, the list of approved Advisors, as well as any forms, will be available through regional offices and on the website.

(December 16-17, 2015 B, p.3; January 30, 2013 B, p.8; March 4-5, 2009 B, p.11)

Section 23 - Policy Statements 23.8 – WSIB and WSIAT Policy
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OPSEU is committed to providing support to members who are appealing decisions to the Workplace Safety and Insurance Board (WSIB) and the Workplace Safety and Insurance Appeal Tribunal (WSIAT). However it is recognized that the union has limited financial and human resources that must be allocated appropriately. In recognition of this, unless there are extenuating circumstances and the Supervisor of the Pensions and Benefits Unit approves an exception, OPSEU will not provide representation service for members for the following issues:

- Issues where the benefits under appeal are valued at less than four (4) weeks of earnings, calculated at the member's normal wage rate;
- Issues without a reasonable chance of success;
- Standalone non-economic loss (NEL) increases, commutations and secondary injury and enhancement fund (SIEF) issues considered to be straight forward;
- Appeals involving WSIB security restriction letters;
- Appeals involving retired or former members who have been out of the union for more than two (2) years and who are eligible for representation by the Office of the Worker Advisor;
- Appeals involving deceased members or their estates.

Before the union goes on record to represent any member at the WSIB or WSIAT, the member must sign a retainer letter for each specific issue that is being appealed. Any issue that is not covered by a retainer letter will not be covered by the representation from the union.

OPSEU may terminate its representation services of a member on WSIB and WSIAT appeals for good reasons, including:

- If the member gets a new representative;
- If the member fails to co-operate with the union in a reasonable request;
- If continuing to represent the member would be unethical, illegal or impractical;
- If the member does not comply with the union's expectations as explained to the member in their retainer letter.

(October 23, 2013 B, p.9)

Section 24 - Regional Offices

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Section 24 - Regional Offices

Executive Board, Staff, Life Members - Photos in Head Office and Region

OPSEU head office will prominently display:

- photos of past and present Presidents and First Vice-Presidents;
- group shots of the past and present Executive Board;
- honour roll of life members;
- listings of staff in the regional offices;
- photos of members and staff who have received special recognition or awards.

Regional offices will prominently display:

- photos of present Presidents and First Vice-Presidents;
 - group photos of past and present Executive Board Members for the respective region;
 - photos of past and present Regional Vice-Presidents for the respective region.
- (August 30-September 2, 1993 B, p.3-4)

Executive Board - List of Regional EBMs - Regional Offices

All regional offices will be required to post a list of regional Board Members in a prominent place in the same manner as with head office, in the front entrance.

(August 30-September 2, 1993 B, p.4)

Keys for Regional Offices

Executive Board members will be provided with keys for each regional office in their own region.

(October 20-22, 1992, B, p.40)

Mailing Labels (To Board Members)

Board members will be allowed to receive mailing labels for their regions from their regional offices upon request to the regional secretary.

(April 10-11, 1991, B, p. 60)

Prior Approval (Establishment of Regional Offices)

No regional offices will be established without the prior approval of the Board.

(November 3, 1975 B, p.7)

Regional Offices -- Use of, by Other Unions

1. The Regional representative is to be responsible for hiring out the office for meetings.
2. The Regional representative is to be responsible for the security of OPSEU office facilities.
3. Any fee charges for the use of OPSEU facilities are to be collected by the representative.
4. Fees:
 - i) any fee charges should be minimal, i.e.-designed to cover the cost of any extra janitorial work caused by the hiring of the hall for a particular group.
 - ii) the representative is responsible for keeping a record of the fees collected and forwarding them to the Regional Supervisor once a month.
 - iii) no priorities for other unions.

Section 24 - Regional Offices

(March 23-24, 1977 B, p.12)

Use by Executive Board Members

OPSEU's regional and head offices shall not be responsible for the production, addressing, or mailing of an Executive Board member's regional letter.

(October 28-30, 1982 B, p.17)

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Section 25 - Strikes 25.1 - Strike Fund
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Strike Fund

Five (5) per cent of the union's general dues revenue be allocated to the strike fund and transferred on a monthly basis.

(2006 C, p.29)

1. OPSEU will establish a separate, segregated strike fund in a separate account into which will be periodically deposited effective January 1, 1990, 2% of prior year's audited dues income, annually.
2. The strike fund will be separately audited and reported.
3. The land and building at head office will be transferred to the Strike fund to appear as a capital asset of the Strike fund.
(February 21-22, 1980 B, p.7; November 22-23, 1980 B, p.15; June 18-20, 1981 C; December 9-10, 1982 B, p.27-28; November 1-3, 1985 C; November 7-9, 1986 C, p.24; February 28-March 1, 1990 B, p.5)

Strike Fund - Investment

The First Vice-President/Treasurer is empowered to arrange re-investment of cash funds and existing investments, provided that such investments can be redeemed within 90 days, and all investment transactions are to be reported to the Board on a regular basis. .

Prior Board approval is required for any major changes to the types of investments currently held.
(December 5-6, 1985 B, p.7; March 26-27, 1987 B, p.3; January 19-20, 2005 B, p.9)

The Strike Fund investments may be managed by more than one investment manager.
(December 14-15, 2011 B, p.11)

Strike Fund - Monies

OPSEU will transfer the appropriate monies to the Strike Fund on a monthly basis and the Executive Board will receive complete Strike Fund financials at all board meetings, including the amount of money transferred to the Strike Fund and any monies used from the Strike Fund.
(April 16, 2008 B, p.5)

The President or First Vice-President/Treasurer shall receive recommendations from the bargaining team(s) for lobbying, mobilization and other necessary member activities between the time of a successful strike vote and the start of a strike.

The Executive Committee, by majority vote, shall make decisions on spending strike fund monies, in the period of time between a successful strike vote and the start of a strike, for lobbying, mobilization and other necessary expenses for member activities. The decisions of the Executive Committee will be reported to the Executive Board in writing.

May 18-19, 2011 B, p.28

Section 25 - Strikes 25.1 - Strike Fund
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Strike Fund - NUPGE Defence Fund

In accordance with article 22.1(b) of OPSEU's Constitution, a one million dollar (\$1,000,000) commitment to NUPGE's Defence Fund will be made available from and repayable to OPSEU'S Strike Fund.

(December 8-9, 1988 B, p.5)

Strike Fund and Pension Fund Investment

The strike fund and the pension fund will be invested only with companies and in such securities of firms that are not acting in an anti-union fashion.

(January 24-25, 1985 B, p.25)

All investment managers must adhere to OPSEU's investment policies regarding member's monies under section Strike Fund and Pension Fund investment.

The overall asset mix will remain 20% cash, 20% Canadian equities and 60% fixed income.

Any transfer of funds to a new investment manager will be brought forward to the Executive Board for approval.

(December 14-15, 2011 B; p11)

Section 25 – Strikes

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Section 25 – Strikes

25.2 – Strike Policy

1. Running an effective strike: the OPSEU strike policy

- 1.1 For centuries, workers have withdrawn their labour to pressure their employers to improve wages and working conditions. Some strikes have achieved their goals; some have not. All have provided valuable lessons on how to strike effectively. The purpose of strike policy is to apply these lessons to current challenges.
- 1.2 An effective strike depends on thoughtful strategy, strong solidarity, intelligent organization, and well-defined roles for all participants. The OPSEU strike policy aims to provide clear rules and guidance in each of these areas.
- 1.3 This policy applies equally to all types of work stoppage. It makes no distinction between legal and illegal strikes, continuous strikes, rotating strikes or lockouts.
- 1.4 OPSEU is committed to obtaining the right to strike for all union members.

2. Strength in solidarity

- 2.1 Strike action is collective action. During a strike by any OPSEU bargaining unit, union leaders at every level shall act deliberately to strengthen the strike by building solidarity:
 - among striking members;
 - between striking members and non-striking OPSEU members;
 - between striking members and the labour movement;
 - between striking members and the users of the service they provide; and
 - between striking members and the community at large.
- 2.2 The members, Bargaining Teams, Strike Committees, and other OPSEU bodies mentioned in this policy shall strive to work co-operatively and act in concert at all times.
- 2.3 With the exception of Essential and Emergency Services (EES) workers, no member of a striking bargaining unit shall perform bargaining unit work or cross a picket line.
- 2.4 OPSEU does not support any effort or attempt to break a legal strike. OPSEU will not condone or support the actions of any workers who engage in strikebreaking.
- 2.5 The OPSEU Constitution (Article 30) describes penalties for strikebreaking. Members are to be made publicly aware of the consequences as a result of the breach of Article 30 of the constitution by way of posting before during any and all strike votes.
- 2.6 The union will only bargain essential and emergency service levels where required by law.
- 2.7 The union's bargaining goal will be, in all cases, to minimize the number of EES workers.
- 2.8 The union will, in all cases, look for ways to enhance the participation of EES workers in the strike to help put pressure on the employer.

Section 25 – Strikes

25.2 – Strike Policy

2.9 Bargaining Teams shall be responsible for bargaining essential and emergency service agreements based on the above rules.

3. Strategy and tactics

3.1 No OPSEU bargaining unit shall strike without first analyzing the forces working for and against it in the current round of bargaining. This means the members and their allies, the employer and its allies, service users, the community, the news media, municipal and provincial politicians, current events, and so on.

3.2 Well before any strike, the bargaining unit shall do as much as possible to build co-operative relationships with potential allies.

3.3 Strike Committees, Area Coordinating Groups, and the Provincial Coordinating Group (see Article 4) shall develop strike strategies and tactics appropriate to their level. It is the duty of Strike Committees to work in concert to implement these strategies and tactics. The goal of strike strategy is to support the bargaining strategy.

3.4 In any strike, striking bargaining units shall make sure that the withdrawal of services is as complete as possible. At the same time, they shall also make sure that the strike activities used are the ones that have the greatest impact on the employer.

3.5 A strike withdraws services; it also frees up resources. People on strike have the time and the motivation to take part in activities that would otherwise be very difficult. Thus, strike duties may include:

- picketing;
- lobbying of MPPs, local politicians, directors of employer organizations, and the employer's allies;
- outreach to service users and groups that represent them;
- outreach to labour, community, and other potential allies;
- mass rallies and demonstrations;
- media relations work and advertising; and
- any other activities that help end the strike with the desired result.

3.6 The goal of any strike is to get the best possible result at the lowest possible cost to members and the union. Bargaining units should make every effort to get the desired results without a strike.

3.7 The activities listed in 3.5 can be just as effective before a strike as they are during a strike. Every bargaining unit should mobilize its members to take action well ahead of the strike deadline. To this end, a Mobilization Committee shall be organized at the Local, Area, or Provincial level. This committee may become or merge with the Strike Committee as strike preparations begin.

4. Roles and structures

4.1 The Members

All members of a striking bargaining unit are expected to perform strike duties as assigned by their Strike Committee.

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4.2 The Bargaining Teams

It is the job of elected Bargaining Teams to bargain collective agreements. To guide negotiations, Bargaining Teams shall consult regularly with members, the Strike Committee(s), Area Coordinating Groups, and/or the Provincial Coordinating Group where applicable.

4.3 The Strike Committee

4.3.1 The Local Executive Committee shall establish a Strike Committee.

4.3.2 The Strike Committee shall be responsible for conducting a strike at the Local level.

4.3.3 Notwithstanding the above, in composite Locals where not all bargaining units are on strike, the striking bargaining unit is responsible for the conduct of its own strike. However, the Local shall, through its role on the Strike Committee, provide the maximum help and support possible for any striking bargaining unit in the Local.

4.3.4 The Strike Committee shall be responsible for strike strategy, strike duties, financial administration, strike communications, and other issues that may arise. The Strike Committee may establish sub-committees to deal with any or all of these issues as needed. The Strike Committee remains responsible for the tasks detailed in 4.4.1, 4.4.2, and 4.4.3 whether or not such sub-committees exist.

4.3.5 The Strike Committee shall have the authority to assign strike duties in accordance with OPSEU policy including the authority where a member is involved in strike breaking activity to remove members from picket lines and from all other strike duties and in the event of such a decision to stop payment of strike pay. (December 5-6, 2007 B, p.20)

4.3.6 The Local Strike Committee with the agreement of the assigned staff representative shall have the authority to order members who are undermining strike efforts or the union's position in the bargaining process to be removed from picket lines or other strike duties and to terminate strike pay for those members. Subject to appeal to the Executive Committee.
(June 10-11, 2010 B, p. 16)

4.4 Sub-committees of the Strike Committee

4.4.1 Strike Duties sub-committee

The Strike Duties sub-committee shall:

- a) make sure that all striking members are assigned strike duties to implement strike strategy;
- b) in co-operation with the Strike Finance sub-committee, make sure that all striking members have the supports they need (e.g., accommodation as per 4.6, headquarters if necessary, equipment, materials) to perform their strike duties effectively;

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- c) assign and train Picket Captains to provide on-the-ground leadership and administrative support for members performing strike duties; and
- d) provide leadership and support to Picket Captains and members to implement strike strategy.

4.4.2 Strike Finance sub-committee

The Strike Finance sub-committee shall:

- a) make sure that strike pay, and advances for strike administration, are administered and accounted for in accordance with this policy;
- b) make sure that the Strike Administration Expense Form is completed and submitted to the assigned staff representative every week, with original receipts/invoices attached; and when the strike is over, return eligible items that the Local has purchased to their assigned staff representative for reimbursement;
- c) when the strike is over, submit to the assigned staff representative a complete Form I (Final Account of Strike Fund) reconciling advances received and expenditures made during the strike; and
- d) when the strike is over, provide a full report to the next General Membership Meeting of the Local on all strike finances.

4.4.3 Communications sub-committee

The Communications sub-committee shall:

- a) keep members informed and up-to-date with current information and useful advice;
- b) share information with other OPSEU Locals, Area Coordinating Groups, and OPSEU Communications;
- c) provide information to and liaise with local labour bodies, community organizations, and the community at large; and
- d) handle relations with the local news media, e.g., planning news events, writing and distributing news releases and advisories, returning calls and answering questions from reporters, and leading letter-writing campaigns.

4.5 Hardship Relief

(A hardship fund to provide financial assistance for members in good standing when not on strike can be found under Section 5)

- 4.5.1 Being on strike is a financial hardship, but not all striking members are equally well-equipped to handle this hardship. The Strike Committee may provide these members with extra help over and above strike pay. This is called “hardship relief.”
- 4.5.2 Upon receiving a request for hardship relief, the Strike Committee shall set up a Hardship Relief Committee. This Committee shall have two or more members.

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- 4.5.3 The names of members requesting hardship relief are to be kept strictly confidential.
- 4.5.4 To maintain confidentiality, the Hardship Relief Committee shall set up a separate bank account. Two members of the Committee shall have signing authority over the account.
- 4.5.5 The Hardship Relief Committee shall:
- a) administer and/or solicit donations for hardship relief;
 - b) notify local financial institutions that a strike is in progress, and that loan applications and requests for payment deferrals may be forthcoming;
 - c) act, where appropriate, on behalf of members who are unable to meet credit obligations and ask for help from the Vice-President's Office where necessary; and
 - d) report to the Strike Committee on funds collected and paid out for hardship relief.
- 4.5.6 The normal hardships of being on strike do not qualify a member for hardship relief.
- 4.5.7 To qualify for hardship relief, a member must first have exhausted all other reasonable options.
- 4.5.8 Where they exist, Area Coordinating Groups shall coordinate Local hardship relief fundraising efforts and channel funds to the neediest members in the Area.
- 4.5.9 The union may collect money centrally for hardship relief, but central union funds shall not be used for this purpose. Money collected centrally will be distributed to Area Coordinating Groups and/or Strike Committees for use by their Hardship Relief Committees.
- 4.5.10 After the strike is over, unused funds collected for hardship relief shall be used to support other strikes by OPSEU members or other unionized workers.
- 4.6 Accommodation
- 4.6.1 All members of a striking bargaining unit have the right to participate fully in the strike. However, some members may not be able to perform all strike duties. In such cases, the Strike Committee has a legal and moral obligation to modify the member's strike duties to enable him or her to earn strike pay. This is called "accommodation."
- 4.6.2 Accommodation may be required due to the prohibited grounds of the Human Rights Code.
- 4.6.3 Members have a duty to inform their Strike Committee if they need to be accommodated. Members seeking accommodation also have a duty to co-operate in finding accommodation solutions.
- 4.6.4 Accommodation requests are confidential. A member of the Strike Committee, or of the Strike Duties sub-committee if one exists, shall be assigned to deal with these requests.
- 4.6.5 Accommodation must be provided in a manner that respects the dignity of the person. This includes the way accommodation is provided and the individual's participation in the process.

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- 4.6.6 The Strike Committee should respond to accommodation requests in a timely fashion and make sure that the accommodation continues until the member no longer needs it.
- 4.6.7 Members who feel they are not being accommodated may seek help from their regional harassment and discrimination advisors and their OPSEU Regional Vice-President. OPSEU's Harassment and Discrimination policy provides a process for filing and resolving complaints.
- 4.6.8 No member shall be denied strike pay because the Strike Committee cannot provide alternate duties.

4.7 Area Coordinating Groups (ACGs)

- 4.7.1 In multi-local strikes, Locals within a geographical area shall work together to coordinate strike activities. Locals may form "Area Coordinating Groups" (also known as "clusters") to do this work.
- 4.7.2 Where a Provincial Coordinating Group exists, ACGs shall work to implement its decisions to strengthen the strike.
- 4.7.3 Assigned staff and Executive Board Members from the Region shall provide help, support, and direction to the ACGs as needed.
- 4.7.4 Reasonable costs for the work and activities of the ACGs (meetings, conference calls, transportation, etc.) will be paid by the central union where authorized by assigned staff representatives.
- 4.7.5 Where practical and useful, ACGs may establish area-level versions of any of the committees outlined in 4.4 and 4.5, above.

4.8 The Provincial Coordinating Group (PCG)

- 4.8.1 In large-scale multi-local strikes, the President shall, in consultation with staff and the bargaining team of the striking bargaining unit, establish a Provincial Coordinating Group to coordinate strike activities.
- 4.8.2 The PCG is responsible for providing overall strategic direction and making decisions around the activities of striking bargaining unit members. The PCG will be made up of:
 - a) the President and First Vice-President/Treasurer of OPSEU;
 - b) the Chair(s) and Vice-Chair(s) of the Bargaining Team(s);
 - c) staff and additional members as assigned; and
 - d) Executive Board Member(s) as assigned.
- 4.8.3 Notwithstanding 4.8.2, where the union conducts a job action or strike involving all members of the union, the PCG will be made up of:
 - a) the Executive Committee of OPSEU; and
 - b) staff assigned by the President.

5. Financial administration

5.1 Strike preparation (Locals)

- 5.1.1 After the membership has voted to strike and before a strike starts, each Local shall:

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- a) make sure that each member fills out and signs Form B (Member Personal Information Form);
 - b) complete Form A (Application for Strike Administration Advance); and
 - c) submit the completed Form A to the Regional Office for approval by the staff representative, who will forward it to the Accounting Department (“Accounting”) at OPSEU Head Office;
 - d) for strike pay, designate at least two (2) members of the Strike Committee or Strike Finance Sub-Committee as cheque signing officers, who must then complete and return an original bank signature card to Accounting;
 - e) There is no reason for Locals to open any strike related banks accounts. The account will be opened by Head Office Accounting.
- 5.1.2 Upon receipt of the completed Form A, Accounting will deposit a start-up advance of \$1,500 for strike administration purposes as per 5.2.1. into the designated bank account. Accounting will advise the assigned staff representative and the Strike Finance Committee Chair.
- 5.1.3 Locals that have submitted an up-to-date Trustee’s Audit Report to Accounting shall receive an extra quarterly rebate cheque at the start of the strike, once a completed Form D (Request for Additional Quarterly Rebate) is received in Accounting. In multi-unit locals this rebate cheque(s) shall be calculated to only include members in the unit(s) that is (are) on strike, and at the end of every 8 week period the strike continues. This money may be used for strike expenses not covered under 5.2.1.
- 5.2 Strike administration (Locals)
- 5.2.1 The Chair of the Strike Committee or Strike Finance sub-committee fills out Form C (request for Strike Items) and submits the completed form to the assigned staff representative for approval and submission to head office Accounting. Once the form is received in Accounting the items in stock at head office will be allocated to the striking local. Items will be sent to the attention of the assigned staff representative. Items that are not available at head office can be rented/purchased by the striking local as per OPSEU policy.
- 5.2.2 Accounting will reimburse Locals for the following strike administration expenses:
- a) appropriate strike headquarters and/or strike trailer rentals, if approved by the assigned staff representative;
 - b) hydro hook-up or electricity generator, and generator fuel;
 - c) portable toilets, where necessary;
 - d) both land-based telephone lines and related charges, and cellphone usage charges, where appropriate will not exceed a \$100.00 monthly cap. If additional monies are required, such requests with rationale are to be submitted in writing to the office of the First Vice-President/Treasurer for consideration.
 - e) safety vests/shirts, traffic/safety cones/pylons.

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- 5.2.3 In exceptional cases, expenses not listed in 5.2.2 may be reimbursed, if:
- they are authorized by a staff representative first, and
 - they are approved by Accounting prior to the expenditure being incurred.
- 5.2.4 All strike expenses must be supported by original receipts or invoices. Expenses must be reasonable and/or be the low-cost option.
- 5.2.5 Every week, each striking Local must forward a completed Form E (Strike Administration Expense) to its assigned staff representative. This form must be signed by a member of the Strike Committee or Strike Finance sub-committee and accompanied by:
- original supporting receipts/invoices;
 - cheque stubs for all issued cheques; and
 - cheque and stubs for all voided cheques
- 5.2.6 Locals should keep copies of all strike administration Forms and supporting documentation such as receipts, disbursements, paid invoices, etc.
- 5.2.7 Strike Committees shall refer issues arising from lost, stolen or stale-dated cheques to Accounting, with details of the cheque, by emailing to strikeforms@opseu.org

5.3 Strike pay (Members)

- 5.3.1 Members who perform a minimum of four or more hours of strike duties per day, or a minimum of 20 or more hours per week, are eligible for strike pay.

Strike pay shall be as follows:

	Weeks 1-3 daily maximum	Weeks 1-3 weekly maximum	Weeks 4+ daily maximum	Weeks 4+ weekly maximum
Member	\$40	\$200	\$60	\$300
Each Dependent	\$10	\$50	\$10	\$50

(pay amounts revised April 14-16, 2016 C pg. 20; pay amounts revised May 5, 2010 B, pg.3)

- 5.3.3 A dependent is:
- a non-income-earning spouse (excluding a spouse on strike);
 - a child under 18 (or under 26 if attending school full time) OR a dependent child as defined by the collective agreement or the benefit plan;
 - a disabled family member; or
 - an elderly family member who normally receives financial support from the striking member.
- 5.3.4 If both spouses are on strike, both may claim the dependents.

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- 5.3.5 To receive strike pay and benefits, perform strike duties at a Local other than their own (see 5.3.6), and/or request an accommodation (see 4.6), members must register by filling out Form B and submitting it to the Strike Committee or Strike Finance sub-committee, as appropriate. Form B should be filled out ahead of the strike deadline.
- 5.3.6 In strikes involving more than one Local, a member may apply to perform strike duties at a Local other than his or her own by filling out the appropriate section of Form B. The application will be approved if:
- a) the member's own Strike Committee approves the release of the member to perform strike duties at another location (such approval shall not be denied unreasonably); and
 - b) the member finds a receiving Local that agrees to assign strike duties.
- 5.3.7 The receiving Local will only accept a member from another Local upon receipt of a completed and signed Form B. Once accepted, the member will be treated as a member of the receiving Local for the assignment of strike duties and payment of strike pay.
- 5.3.8 Essential and Emergency Services (EES) workers shall pay union dues totalling 30 per cent of gross pay plus the normal dues rate.
- 5.3.9 Emergency and Essential Services (EES) workers will be entitled to a daily top-up payment if their net daily EES wage is less than their daily minimum strike pay entitlement. **NOTE:** Net daily EES wages are calculated as gross wages received less income taxes, EI, and CPP. Other deductions are not used in the calculation of daily net pay.
- 5.3.10 EES workers whose net daily pay is equal to or greater than the strike pay they would earn if they were not performing EES work shall not receive strike pay.
- 5.3.11 Members working part time or on an occasional basis shall receive the same strike pay as members working full time.
- 5.3.12 A member who works for two employers represented by OPSEU, and is on strike against both at once, shall not receive double strike pay.
- 5.3.13 After the strike is over, any eligible members awaiting recall to work may continue to earn strike pay until they return to work, to a maximum of two weeks' strike pay. In such a case, strike pay is dependent upon the performance of "clean-up" duties, if any, assigned by the Strike Committee.
- 5.3.14 Disputes over entitlement to daily strike pay may be appealed to the Strike Committee, whose decision shall be final and binding.
- 5.3.15 The Executive Board will review the level of strike pay from time to time.
- 5.4 Strike pay administration (Picket Captains)
- At the end of each week, Picket Captains shall deliver a completed and signed Form F (Weekly Strike Duty Performance Register) to their Strike Committee or Strike Finance sub-committee.
- 5.5 Strike pay administration (Locals)

Section 25 – Strikes

25.2 – Strike Policy

- 5.5.1 Strike pay is earned daily and paid if, and only if, the strike lasts for more than one (1) day. A strike which lasts one (1) day or less does not entitle members to strike pay. However, if the strike lasts for more than one (1) day, strike pay is retroactive to the first day strike duties are performed.
- 5.5.2 Strike pay is earned daily but paid weekly. The weekly maximum shall be no more than five (5) days of strike pay.
- 5.5.3 Locals are authorized to issue strike pay to members who are registered for strike duties and/or accommodation.
- 5.5.4 Supplementary strike pay to members, if paid, must be paid for entirely by the Local. Strike pay cheques must not be used for this purpose.
- 5.5.5 The Bargaining Team chair(s) may assign strike duties to Bargaining Team members, with strike pay dependent upon performance of such duties. Strike pay for Bargaining Team members will be issued through the home Local, upon authorization by the Bargaining Team chair.
- 5.5.6 For strike purposes, a week is seven consecutive calendar days. The first day of the strike is the first day of Week One.
- 5.5.7 The first strike pay cheque must not be issued until seven days after the beginning of the strike. Thereafter, strike pay cheques may be issued on a weekly or bi-weekly basis.
- 5.5.8 The Strike Committee or Strike Finance Sub-Committee shall submit all completed and signed form F's (Weekly Strike Duty Performance Register) to the assigned staff representative at the end of each week.
- 5.5.9 Accounting will distribute funds for strike pay to the Strike Committee or Strike Finance sub-committee upon receipt of:
- a) a completed Strike Register/MemberDetails tab from the Strike CD. This can be emailed to strikeforms@opseu.org.
 - b) a completed original bank signature card; and
 - c) a completed original Form B for each Local member who is requesting strike pay and benefits.
- 5.6 Strike Benefits
- 5.6.1 Prior to a strike OPSEU will, through its staff negotiator, initiate negotiations with the employer to have the employer pay their usual share of the premiums (with OPSEU paying the members' usual share) for continuance of insured benefits coverage and to have the employer arrange with the insurance carrier(s) to continue coverage as per the collective agreement for all bargaining unit members on strike or lock-out.
- 5.6.2 If the employer agrees to continue coverage under their insurance policy (or policies) but refuses to pay their usual share of the premiums, then OPSEU will pay the required premiums for members on strike/lockout.
- 5.6.3 If the employer does not agree to continue coverage under their insurance policy (or policies) as set out above, OPSEU will provide a limited benefit package through the OJTBF.

Section 25 – Strikes 25.2 – Strike Policy
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- 5.6.3(1) The insured benefits through the OPSEU Joint Trusteed Benefit Fund for OPSEU members who are in receipt of strike pay shall include: \$100,000 Life Insurance; and Extended health coverage
- 5.6.3(2) OPSEU will also supply insured benefit coverage as outlined in 5.6.3.1 above for any member who is off on a pre-existing disability claim who has had his or her coverage terminated as a result of a strike/lockout in his or her workplace.

When requested, OPSEU will provide, through the OPSEU Joint Trusteed Benefit Fund, insured benefit coverage as outlined in 5.6.3.1 above for members on strike/lockout who do not have insured benefits while at work but would be receiving a percentage in lieu of benefits if it were not for the strike/lockout.
(December 4, 2003 B, p.8; January 19-20, 2005 B, p.17)

5.7 Final Account of Strike Fund (Form I)

5.7.1 No later than two (2) months after the end of the strike, the Local shall:

- a) complete and return Form I to Accounting;
- b) pay all bills arising from the strike;
- c) provide a full account for all funds received, with supporting documentation, to Accounting;
- d) submit all reports, with supporting documents, to Accounting for review;
- e) return, to Accounting, any portion of the \$1,500 start up advance that has not been accounted for; and
- f) provide a full report on strike expenses to a General Membership Meeting.

5.7.2 Accounting will hold back quarterly rebates for each Local until the Local has submitted all original strike forms and/or all advances have been returned.

5.7.3 In the event that two (2) rebates have been withheld and there has been continued non-compliance with this policy, the union may start the process of putting the Local into Trusteeship as outlined in the Constitution.

5.8 Submission of Forms

5.8.1 All administration forms mentioned in section 5.0 are those provided in the strike manual and on the strike CD, and are also available through the Regional Offices.

(Convent revised December 12-13, 2012 B, p10)

Section 25 - Strikes 25.3 - Strike Breaking Policy

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Section 25 - Strikes 25.3 - Strike Breaking Policy

(A) Applicability:

This amendment takes force and effect as of April 2003 OPSEU Convention (April 3-5, 2003).

(B) Preamble:

The Constitution authorizes the suspension of strikebreakers from the union, coupled with the assessment of damages. The purpose of Article 30 is not vengeance or retribution, but to protect the union from being weakened by strikebreaking and to compensate the union for the damage done by strikebreakers. Prior to using the strikebreaker article, a Local should consider what other options exist for addressing the presence of strikebreakers. Frank and direct personal interaction with the strikebreakers may be as effective as constitutional steps.

(C) Prerequisites:

The article only applies to persons who:

- worked for the employer during a legal strike, when there was no legal requirement to be at work; and
- worked on more than one occasion (see Article 30.1.1).

This article does not apply to members who were designated as providing essential or emergency services and who restricted themselves only to performing such duties (Article 30.4).

(D) Procedure Applicable to a Local Not Under Trusteeship:

Any Local (not under trusteeship by reason of the proportion of members that are strikebreakers) can respond to the presence of alleged strikebreakers by engaging in the following procedure, as mandated by Article 30.1.1:

- a) Collect objective and reliable facts showing evidence of strikebreaking by identified individuals (bearing in mind that the final determination is to be made at the Local meeting);
- b) Issue a notice of a local membership meeting. The notice should include the following information:
 - a meeting date reasonably far into the future;
 - the names of the individuals who are accused of strikebreaking;
 - that the purpose of the meeting will be in part to consider the allegation of strikebreaking.

This notice must go to all members of the Local in the normal fashion and also be personally delivered or mailed to each member accused of strikebreaking.

- c) Hold a membership meeting, at which the following should occur in the following order:
 - A member of the Local Executive should provide the evidence against any accused strikebreaker;
 - Other members of the Local should be given an opportunity to present their

Section 25 - Strikes
25.3 - Strike Breaking Policy

- views;
- Any accused strikebreaker should be asked if they wish to respond and, if they do, they should be given “the floor” for a reasonable opportunity to present their evidence and views;
- A vote should be held on a following resolution;

Therefore be it resolved that this Local declare (member name) has engaged in strikebreaking, on more than one occasion, during the _____ strike by the Local.

- The motion is to be supported by at least two thirds of those voting.

The minutes should record all of these steps and be kept on file by the Local.

- d) Ensure the members named in the adopted motion as having engaged in strikebreaking get a letter stating the following:
- A motion was passed at a local meeting duly called as per Article 30.1.1 on (date);
 - The text of the motion;
 - In consideration of the harm done to the union, damages are now owed to the union consisting of 100 per cent of wages earned by the strikebreaker (including the calculation of the amount, but note that the maximum is ten thousand dollars);
 - The member’s membership is suspended, the member is removed from any union office then held (and name the office) the members’ name will be recorded in a central public registry and all these penalties shall remain in effect until the damages have been paid or collected through a civil action;
 - The member has the right to:
 - a. Appeal to the Executive Board, which right is to be exercised by contacting the President’s Office to be placed on the agenda of a pending meeting;
 - b. Or, after one year, the member can apply to the local for the penalty to be lifted or varied.

The letter to the member should be copied to the Office of the President for information and action.

(E) Commencing a Civil Action:

- a) Policy factors: Should a Local wish to consider a civil action against a member to collect the damages for strikebreaking, the following circumstances need to be considered:
- The civil action should not be commenced until any suspended member’s appeal to the Executive Board has been completed;
 - Civil litigation is uncertain and there is no guarantee of success;
 - The cost of the lawsuit will be borne by the local;
 - Any amounts collected in any lawsuit will first be expensed back to the Local to cover the legal cost of the action and the remainder will be put in the central union Strike Fund;

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- The civil action, and choice of counsel, must be approved by the central union (as the central union is the body with the right to sue and has a policy of centrally approving all external representatives).
- b) Procedure: Any Local wishing to commence an action against a strikebreaker to collect damages needs to follow the following procedure;
- Notify the First Vice President/Treasurer of OPSEU who will determine whether to give the Local the authority to commence the action in the name of OPSEU;
 - If the Local wishes to retain counsel, to obtain approval from the First Vice President/Treasurer in consultation with the Union's General Counsel;
 - Keep the First Vice President/Treasurer's office informed of the status of the litigation;
 - Remit any amounts collected in excess of legal costs back to the First Vice President/Treasurer for deposit in the Strike Fund.

(F) Procedure Concerning a Local Under Trusteeship:

Should the Local be under a general trusteeship, the Trustee should consider and decide whether to commence the process for naming strikebreakers and, if so, the Trustee should conduct the process as set out above with the Trustee assuming all of the functions of the Local Executive and also making the determination rather than holding a vote.

Should a local be under trusteeship for the specific reason of the proportion of strikebreakers, the region's Executive Board Members shall assume the function of the Local Executive in respect of the meeting to consider strikebreaking and shall make the determination rather than hold a vote.

(G) Procedure Where a Member Appeals to the Executive Board:

After receipt of the notice of the members' appeal, the Office of the President should place the item on the agenda of the Executive Board and duly notify the member that:

- The matter will be dealt with at a certain meeting;
- The member will have the opportunity to present all relevant evidence and argument.

At the relevant meeting, the Executive Board should hear:

- A member of the Local Executive recount the circumstances of the Local's decision;
- The relevant evidence and argument that the suspended member wishes to bring forward.

The Executive Board shall then decide whether to confirm, vary or nullify the penalty and/forgive or vary the assessed damages.

(H) Member Application to Local for Reconsideration:

After a period of one year from the date of the imposition of the original assessment of damages, an individual may apply to his or her Local for the penalty to be lifted and/or the assessment to be forgiven.

The following procedure is to be used:

Section 25 - Strikes 25.3 - Strike Breaking Policy

- The suspended member advises the Local that he or she wishes to have the issue considered at an upcoming Local membership meeting;
- The issue is set out in the notice to the members of that meeting;
- The suspended member is personally invited to attend and make a presentation;
- At the meeting, the suspended member is given a reasonable opportunity to present his or her position;
- The Local membership present decides by simple majority vote whether to confirm, vary or nullify the penalty and/or forgive or vary the assessed damages;
- Notification is to be given to the Office of the President for any action required from the central union.

(October 21-23, 2003 B, p.30)

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Audit Committee

Committee Role

The committee's role is to act on behalf of the Ontario Public Service Employees Union (OPSEU) Executive Board and oversee all material aspects of the union's financial reporting, control and audit functions except those specifically related to the responsibilities of another standing board committee.

The role also includes coordination with other board committees, members and maintenance of strong, positive working relationships with management and external auditors.

Committee Membership

The committee shall consist of three members elected from the standing Executive Board. This election shall take place at the first Executive Board Meeting held after convention in an election year. The term of the elected Audit Committee shall be for two years.

The elected Audit Committee shall elect from within itself a Chair of the Audit Committee. The term of the elected Chair shall be for two years.

The Committee shall have access to its own counsel and any other advisors at the sole discretion of the Committee.

Committee Operating Principals

Communications

The chair and others on the committee shall, to the extent appropriate, maintain an open avenue of contact throughout the year with the OPSEU Executive Board.

Education

The committee, shall in conjunction with the external auditors, develop a relevant educational program designed to ensure an understanding of the business and environment in which the Union operates.

Expectations and Information Needs

The committee shall communicate committee expectations and the nature, timing and extent of committee information needs to relevant OPSEU staff.

Written and/or printed material(s) requested from the Audit Committee shall be deemed needed and made available to the committee upon request.

Expectations and Information Needs

The committee shall be authorized to access internal and external resources, as the committee requires, to carry out its responsibilities.

Meeting Frequency

The committee shall meet at least quarterly. Additional meetings shall be scheduled as considered necessary by the committee or chair.

Section 26 – Committee Terms of Reference

Reporting to the Executive Board

The committee, through the committee chair, shall report periodically, as deemed necessary, but at least semiannually, to the Executive Board.

Committee Responsibilities

Financial Reporting

- Review and assess the annual financial statements before they are released to the membership.
- Review and assess the key financial statement issues and risks, their impact or potential effect on reported financial information, the processes used by management to address such matters, related auditors' views, and the basis for audit conclusions.
- Approve changes in important accounting principles and the application thereof in annual financial reports.
- Advise financial management and the external auditors that they are expected to provide a timely analysis of significant current financial reporting issues and practices.
- Review reports from the independent auditors concerning critical accounting policies, all alternative treatments of financial information that were discussed with management and other material written communications between the auditors and management.
- Review with independent auditors any audit problems or difficulties and managements response.

Risks and Controls

- Review and assess OPSEU's overall control environment and controls in selected areas representing significant risk.
- Review and assess OPSEU's system of internal controls for detecting accounting and financial reporting errors, fraud and defalcations, legal violations, **and non-compliance with the organizations code of conduct**. In that regard, review the related findings and recommendations of the external auditors, together with management's responses.
- Review with legal counsel any regulatory matters that may have a material impact on the financial statements.
- Review and assess executive board expense accounts on a semi-annual basis.

External Auditors

- Recommend the selection of the external auditors for approval by the board of directors.
- Instruct the external auditors that they are responsible to the Executive Board of directors and the audit committee as representatives of the members. In that regard, confirm that the external auditors will report all relevant issues to the committee in response to agreed-upon expectations.
- Approve, in advance, all auditing and non-auditing services provided by the company's independent auditors.
- Review the performance of the external auditors.
- Obtain a formal written statement from the external auditors on their independence. Additionally, discuss with the auditors any relationships or non-audit services that may affect their objectivity or independence.
- Consider, in consultation with the external auditors, their audit scopes and plans to ensure completeness of coverage, reduction of redundant efforts and the effective use of audit resources.

Section 26 – Committee Terms of Reference

- Review and approve requests for any consulting services to be performed by the external auditors, and be advised of any other study undertaken at the request of management that is beyond the scope of the audit engagement letter.
- Provide a medium for the external auditors to discuss with the audit committee their judgments about the quality, not just the acceptability, of accounting principles and financial disclosure practices used or proposed to be adopted by OPSEU.
- Set clear hiring policies for employees or former employees of the independent auditors.

Other

- Review and update the Audit Committees Terms of Reference at least annually.
- Review and update OPSEU's code of conduct at least annually.
- Review and approve significant conflicts of interest and non arms-length transactions.
- Conduct or authorize investigations into any matters within the committee's scope of responsibilities. The committee will be empowered to retain independent counsel and other professionals to assist in conducting any investigation.
- Establish procedures for confidential, anonymous submission of concerns in relation to questionable accounting and auditing matters by OPSEU staff and/or members.

(March 9-10, 2005 B, p.7)

BPS All Chairs Committee

Committee Type

- Standing Committee

Chairperson

- Elected from the Sector Chairs at the first committee meeting following sector executive elections

Responsible to

- The Executive Board
- BPS Sectors
- BPS members

Purpose

- To discuss, coordinate and promote common themes and mandates as they pertain to the Broader Public Service.

Authority

- Is an active committee and shall have an administrative and technical function, but have no legislative function. It shall have a political function only to the extent that it may formulate positions and policies and promote them within the Union on matter of concern only to its members.

Section 26 – Committee Terms of Reference

Timeframes, deadlines and reporting

- Guided by a “work plan” produced by the committee at the beginning of each two year term
- Regular quarterly two day meetings, typically occurring; spring, summer, fall and winter
- Agenda generated by the Chair and circulated to all sector chairs for input prior to the meeting
- Minutes from each meeting, including “actions”, circulated to all sector chairs, pertinent staff, Supervisors and guests for review and input

Composition

- Chair or designate from each Sector with an executive committee, Chair of the BPS committee and a representative from the Chairpersons sector
- Responsible staff (Negotiator as assigned)

Staff support

- Negotiator (as assigned), present at the meetings and as a resource between meetings
- Collective bargaining support staff as required
- Staff “experts” as required, to deal with specific issues

Other resources

- “Experts” as required
- “Reference” binder, includes minutes from the previous two years (March 7-8, 2012 B, p.43)

Disability Rights Caucus (DRC)

ARTICLE 1: NAME

- 1.1** The Caucus shall be known as the “Disability Rights Caucus” of the Ontario Public Service Employees Union (OPSEU).

ARTICLE 2: AIMS & PURPOSE

- 2.1** The function of the Caucus shall be:
- a. to provide a safe and healthy space for members of the Disability Rights Caucus to discuss their issues and develop strategies to address the issues.
 - b. to increase awareness and understanding of equity issues as they related to individuals with disabilities and to liaise with the respective Provincial Committee(s).
 - c. to identify barriers and denied rights that prohibit full participation of persons with disabilities within OPSEU and the broader society.
 - d. to present recommendations to the Provincial Committee(s) or to Departments of OPSEU for action and/or referral to the Executive Board on issues related to barriers and rights that affect individuals with disabilities within OPSEU, the workplace and the broader society.
 - e. to liaise with OPSEU members with a disability as defined under the Ontario Human Rights Code.
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Section 26 – Committee Terms of Reference

ARTICLE 3: MEMBERSHIP

- 3.1** The Caucus members will be selected with consideration to the following:
- a. geographic balance of the seven (7) regions
 - b. a wide range of disabilities with a balance of visible and non-evident/non-visible disabilities
 - c. mix of community and union activity
 - d. gender balance
 - e. a desire to network, advocate, educate, and increase equality for individuals with disabilities
- 3.2** It is recommended that one (1) OPSEU staff member from the Equity Unit is assigned to the Caucus. The assigned Equity Unit Officer may attend Caucus meeting with voice but no vote.
- 3.3** The Caucus shall not exceed ten (10) members; a retiree can be a member.
- 3.4** Terms will be consistent with the OPSEU constitution. A member who has completed a term will be eligible for reconsideration under the same criteria as Article 3.1.
- 3.5** When vacancy(s) occur an application will be sought from OPSEU membership. The Equity Unit will receive the application, acknowledge receipt of the application and remove all identifying information (name and local). The Caucus will select a committee from the Caucus comprised of three (3) members and the assigned OPSEU staff member. This committee will be known as the Caucus Selection Committee. The applications will then be forwarded to the Caucus Selection Committee. The Caucus Selection Committee shall present their recommendation to the Caucus. The Caucus will make the final determination of the new Caucus member(s).

ARTICLE 4: OFFICERS:

- 4.1** Disability Rights Caucus officers shall be elected in accordance with OPSEU's constitution. Such elections shall be conducted by an Officer of the Equity Unit and recorded in meeting minutes that are forwarded to the Equity Unit.
- 4.2** Two (2) Co-Chairs, at least one of whom identifies as female, and one (1) alternate shall be elected from members of the Caucus.
- 4.3** The Co-Chairs shall work together to establish meeting dates, agenda items and address issues between meetings as required.

ARTICLE 5: FINANCE:

- 5.1** The activities of the Caucus shall be funded centrally by OPSEU, as approved in the budget at the Annual Convention.
- 5.2** A quarterly budget report of actual expenses compared to the approved budget shall be provided to the Co- Chairs of the Caucus by the assigned Officer of the Equity Unit.
- 5.3** To support the Caucus budget, an annual report shall be provided to the Executive Board by a Co-Chair outlining the activities of the Caucus.

Section 26 – Committee Terms of Reference

ARTICLE 6: MEETINGS:

- 6.1 The Caucus shall meet a minimum of four (4) times a year. Two meetings will use teleconferencing or videoconferencing to keep budgeting costs down.
- 6.2 Agenda Items shall be forwarded to Caucus members three (3) weeks in advance of all meetings; members of Caucus will have the opportunity for input of additional agenda items.
- 6.3 At each Caucus meeting one (1) member will be selected to take minutes and forward the minutes to Caucus for comment. The revised minutes will then be forwarded by a Co-Chair to the OPSEU Equity Unit, ideally within fifteen (15) days of the meeting date.
- 6.4 The order of business at Caucus meetings will be consistent with OPSEU constitution.
- 6.5 Robert's Rules of Order will be used when the Caucus has quorum. Quorum will be a majority of the Caucus members.
- 6.6 The Caucus may hold a meeting at Convention open to all OPSEU members who self-identify having a disability.

ARTICLE 7: APPROVAL AND AMENDMENT OF TERMS OF REFERENCE:

- 7.1 The terms of reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the Caucus in which quorum is met.
- 7.2 Any subsequent amendments to the Terms of Reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the Caucus in which quorum is met.
- 7.3 The Terms of Reference shall be reviewed every two (2) years on even years.

Hardship Committee

Article 1 – Name

- 1.1 The Committee shall be known as the Regional Hardship Committee of the Ontario Public Service Employees Union (OPSEU).

Article 2 - Aims and Purpose

- 2.1 Recognizing that OPSEU is a member-led social democratic union and has regional leadership who are in direct contact with the members and understand that some are facing financial hardship, the hardship fund is to provide assistance for members in good standing who find themselves in dire circumstances.
- 2.2 Decisions made by the Committee will be guided by an established Criteria.

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Article 3 - Membership

- 3.1 The Hardship Fund will be managed by seven (7) Regional Hardship Committees to be elected at the Regional Meeting. Each committee will consist of a Chairperson, Vice-Chair, Secretary and Treasurer, each from different locals and selected by and from the Regional Hardship Committee.
- 3.2 Up to four (4) alternates shall also be elected at the Regional Meeting. An alternate can only replace an elected member when the elected member vacates the position permanently.
- 3.3 If an alternate member replaces a member of this committee, the members may adjust the positions of the committee.

Article 4 – Officers

- 4.1 Officers shall be elected at the Regional Meeting. Each committee will consist of a Chairperson, Vice-Chair, Secretary, and Treasurer.
- 4.2 A Chair shall be elected from members of the committee.

Article 5 – Finance

- 5.1 Funding for assistance will be provided through the OPSEU annual budget. Each Regional Hardship Committee will be initially funded with \$1.00 per signed member as of December 31, 2008 and thereafter December 31st of each following year. The committees will establish a bank account in the name of the OPSEU Region X Hardship Committee. The Vice-President/Treasurer will be a signatory on these accounts, but not on cheques issued by the committee. Regional Hardship Committees shall not go into deficit.
- 5.2 Notwithstanding the funding from Head Office, donations to the fund will be accepted from other areas.
- 5.3 An annual report of actual expenses shall be provided to the Vice-President/Treasurer by Jan 30 of each fiscal year.

Article 6 – Meetings

- 6.1 The Committee shall meet as required.

Article 7 - Approval and Amendment of Terms of Reference

- 7.1 The terms of reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the Chairs of the Committee.
- 7.2 Any subsequent amendments to the Terms of Reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the Chairs of Committee.
Reference: See Section 5 Donations/Fund OPSEU Policy Manual

Provincial Francophone Committee (PFC)

ARTICLE 1 - NAME

- 1.1 The Committee shall be known as the Provincial Francophone Committee of the Ontario Public Service Employees Union (OPSEU).

ARTICLE 2 - AIMS & PURPOSE

- 2.1 The function of the Committee shall be:
- a. to assist in establishing regional francophone committees/caucuses;
 - b. to develop and promote programs or events to encourage francophone workers to participate in union activities; and
 - c. to increase awareness and understanding of issues affecting francophone and related equity issues throughout the membership.
 - d. to promote equity of status and use of Canada's two official languages while respecting their linguistic and cultural differences.

ARTICLE 3 - MEMBERSHIP

- 3.1 The committee shall consist of seven (7) members representing the seven (7) regions of the Union and shall be elected at Regional meetings held every two (2) years.
- 3.2 Those who self-identify as francophone and are members in good standing shall be eligible to act as representatives.
- 3.3 One (1) OPSEU Executive Board Member and one Officer from the Equity Unit may offer support to the Committee. The Executive Board liaison and Equity Unit Officer may attend Committee meetings with voice but no vote. It is understood that participation of all others is by invitation only.
- 3.4 Alternates shall not attend meetings. However in the event the elected member resigns, the alternate will assume the position of the regional representative.

ARTICLE 4 –ELECTED POSITIONS OF THE COMMITTEE

- 4.1 Elected positions of the committee shall be elected in accordance with OPSEU's constitution. Such elections shall be:
- conducted by an Officer of the Equity Unit,
 - conducted by secret ballot,
 - announced in advance, and
 - recorded in meeting minutes that are forwarded to the Equity Unit.
- 4.2 A Chair, Vice-Chair, Treasurer and Secretary shall be elected from members of the committee;

Section 26 – Committee Terms of Reference

4.3 The Committee shall elect a member to be their representative in other affiliated unions or Committees as follows:

- NUPGE
- other committees that may be deemed necessary

This does not remove the ultimate right of the President's Office to appoint someone of their choosing to the above-mentioned Committees.

4.4 The Chair shall:

- set up and coordinate meetings throughout the year;
- ensure participation, follow-up and communication of all members between meetings;
- develop the agenda for all committee meetings. The Order of Business will be consistent with the OPSEU Constitution, and the agenda will be sent to the members in advance;
- preside as Chairperson at all committee meetings;
- act as the official spokesperson for the committee within the union, examples include:
 - attending All Chairs Meetings
 - participating in planning the annual Joint Leadership Day held in September
 - participate in planning the "Gathering"
- perform other duties as may be deemed necessary by the committee.

4.5 The Vice-Chair shall:

- In the absence of the Chair, assume the responsibilities of the office of the chair.
- In addition, perform other duties as may be deemed necessary from time to time.

4.6 The Secretary shall:

- Be responsible for recording the details of the meeting electronically, including all financial decisions made and specific action items for follow up; and
- send the minutes to the Committee for approval. Once approved, the secretary shall forward the minutes, via email, to the Equity Unit Secretary and the assigned Officer no later than fifteen (15) days after the meeting

4.7 The Treasurer shall:

- monitor the expenses of the Committee by tallying estimated expenses at every meeting;
- reconcile their records with the quarterly reports provided by OPSEU; and
- follow up on any discrepancies with the assistance of staff, the Accounting Unit and anyone else deemed necessary.

ARTICLE 5 - FINANCE

5.1 The activities of the Committee shall be funded centrally by the Union, as approved in the budget by the Annual Convention.

5.2 A quarterly budget report of actual expenses compared to the approved budget shall be provided to the Chair of the Committee by the assigned Officer of the Equity Unit.

5.3 To support the Committee budget submission, an annual report shall be provided to the Executive Board by the Chair of the Committee.

5.4 It is understood that expenses and payments will only be processed by OPSEU when they are:

- supported by the majority of the Committee

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- recorded in minutes that have been forwarded to the assigned Officer
- in accordance with the general policies of OPSEU

ARTICLE 6 - MEETINGS

- 6.1 The Committee shall meet a minimum of four (4) times a year and with two (2) being via web/tele conference.
- 6.2 Quorums for meetings of the Committee shall be a simple majority (four of seven) of the Committee members.
- 6.3 Committee decisions can be made using e-mail confirmation between meetings. Motions are moved and seconded. Members will then vote on the motion and requires a majority of the vote. Quorum must be confirmed. The results will be forwarded to the appropriate Equity Officer and/or Equity Unit.

ARTICLE 7 - APPROVAL AND AMENDMENT OF TERMS OF REFERENCE

- 7.1 The terms of reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the Committee.
- 7.2 Any subsequent amendments to the Terms of Reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the Committee.

Provincial Human Rights Committee (PHRC)

ARTICLE 1- NAME

- 1.1 The Committee shall be known as the Provincial Human Rights Committee of the Ontario Public Service Employees Union (OPSEU).

ARTICLE 2 - AIMS AND PURPOSE

- 2.1 The Purpose of the Committee shall be:
- a) to identify needs within the membership around Human Rights issues and then develop avenues to address those needs;
 - b) to liaise with Executive Board Members and provide recommendations around policies and procedures that will ensure equity and inclusiveness for individuals in the workplace and union;
 - c) to liaise with the Executive Board Members and provide recommendations around human rights issues as impacted by current public policy trends, organizing and bargaining changes and issues;
 - d) to liaise with the Executive Board Members and provide recommendations around human rights issues as impacted by current arbitration and legislative changes;
-

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- e) to develop resources that are crucial to providing an increased awareness of human rights issues, events, speakers, etc;
- f) to make available workshops, presentations, educations, forums for discussion, information as requested by provincial, regional and local members;
- g) to support other Provincial Committees and caucuses based on human rights issues and perspectives but within their focus;
- h) to raise consciousness and sensitivity around current issues affecting our members from a human rights perspective through available media (i.e. In Solidarity, e-mail, educationals, etc.).

2.2 The Duties of the Members shall be:

- a. to seek resources, materials and information regarding Human Rights issues with an emphasis on education;
- b. to present workshops, presentations etc. as requested by members;
- c. to research and write articles around Human Rights issues as relating to current trends in arbitration and legislative changes;
- d. to attend, where possible, conferences of OPSEU where a human rights committee presence is appropriate, required or desirable;
- e. to understand and have a commitment to advancing OPSEU policies;
- f. understanding, knowledge and commitment to Human Rights;
- g. assist members to understand the impact of their individual behaviours on global socio-economic and political issues relating to Human Rights issues; and
- h. to participate in the discussions on resolutions with other committees and caucuses.

ARTICLE 3 - MEMBERSHIP

- 3.1 There are seven (7) members of the Committee as elected at Regional Meetings every second year. A board liaison and an OPSEU staff member may offer support to the Committee.
- 3.2 One (1) OPSEU Executive Board Member and one (1) Officer from the Equity Unit may offer support to the Committee. The Executive Board liaison and Equity Unit Officer may attend Committee meetings with voice but no vote. It is understood that participation of all others is by invitation only.
- 3.3 Alternates shall not attend meetings. However in the event the elected member resigns, the alternate will assume the position of the regional representative.

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ARTICLE 4 – ELECTED POSITIONS OF THE COMMITTEE

- 4.1 Elected positions are defined as: Chair, Vice-Chair, Secretary and Treasurer and shall be elected in accordance with OPSEU's Constitution. Such elections shall be conducted by an Officer of the Equity Unit and recorded in meeting minutes that are forwarded to the Equity Unit.
- 4.2 The Committee shall elect a member to be their representative in other affiliated unions or Committees as follows:
This does not remove the ultimate right of the President's Office to appoint someone of their choosing to the following committees:
- NUPGE,
 - Solidarity Funds Committee (Social Justice and Live and Let Live), and
 - other committees that may be deemed necessary.
- 4.3 The Chair shall:
- set up and coordinate meetings throughout the year;
 - ensure participation, follow-up and communication of all members between meetings;
 - develop the agenda for all committee meetings, the Order of Business will be consistent with the OPSEU Constitution, and will be sent to members in advance;
 - preside as Chairperson at all committee meetings;
 - act as the official spokesperson for the committee within the union, examples include:
 - attending the Equity All Chairs Meetings;
 - participating in planning the annual Joint Leadership Day to be held in the Fall; and
 - perform other duties as may be deemed necessary by the committee.
- 4.4 The Vice-Chair shall:
- in the absence of the Chair, assume the responsibilities of the office of the Chair;
 - perform other duties as may be deemed necessary from time to time.
- 4.5 The Secretary shall:
- be responsible for recording the details of the meeting electronically, including all financial decisions made and specific action items for follow up;
 - send the minutes to the Committee for approval. Once approved, the Secretary shall forward the minutes, via email, to the Equity Unit Secretary and the assigned Officer no later than fifteen (15) days after the meeting.
- 4.6 The Treasurer shall:
- monitor the expenses of the Committee by tallying estimated expenses at every meeting;
 - reconcile their records with the quarterly reports provided by OPSEU;
 - follow up on any discrepancies with the assistance of assigned staff, the Accounting Department and anyone else deemed necessary.

ARTICLE 5 - FINANCE

- 5.1 The activities of the Committee shall be funded centrally through the Union, as approved by the budget by the Annual Convention.
- 5.2 A quarterly budget of actual expenses compared to the approved budget shall be provided to the Chair of the Committee by the assigned Officer of the Equity Unit.

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- 5.3 To support the Committee budget submission, an annual report shall be provided to the Executive Board by the Chair of the Committee.

ARTICLE 6 - MEETINGS

- 6.1 The Committee shall meet a minimum of four (4) times a year and with two (2) being via video/tele conference.
- 6.2 Quorum for meetings of the Committee shall be a simple majority (four of seven) of the Committee members.
- 6.3 Where a meeting of the Committee is deemed by the Chair to be impractical or unnecessary, the members may be polled by e-mail or telephone. Confirmation of any decisions made in this manner shall be done at the next meeting.

ARTICLE 7 - APPROVAL AND AMENDMENT OF TERMS OF REFERENCE

- 7.1 The terms of reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the Committee.
- 7.2 Any subsequent amendments shall be approved by a two-thirds (2/3) majority vote at a meeting of the Committee.

PROVINCIAL WOMEN’S COMMITTEE (PWC)

ARTICLE 1 - NAME

- 3.1 The Committee shall be known as the Provincial Women’s Committee (PWC) of the Ontario Public Service Employees Union (OPSEU).

ARTICLE 2 - AIMS & PURPOSE:

- 4.1 The function of the Committee shall be:
- a. to assist in establishing regional women’s committees/caucuses;
 - b. to develop and promote programs or events to encourage women workers to participate in union activities; and
 - c. to increase awareness and understanding of issues affecting women and related equity groups throughout the membership.
 - d. to support education and advocacy on issues relevant to women within the union, in the workplace and the broader community.

ARTICLE 3 - MEMBERSHIP:

- 3.1 The Committee shall consist of seven (7) members representing the seven (7) regions of the

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Union and shall be elected at Regional meetings held every two (2) years.

- 3.2 Members who self-identify as women may be eligible to become members of the Committee.
- 3.3 It is recommended that one (1) OPSEU Executive Board Member be assigned to each Committee as a liaison to the Board; and that one Officer from the Equity Unit shall be assigned to the PWC for support. The Executive Board liaison and Equity Unit Officer may attend Committee meetings with voice but no vote. It is understood that no other members or staff shall attend Committee meetings except by invitation.
- 3.4 Alternates shall not attend meetings however they can be involved in activities of the PWC as requested by their regional representative. However in the event the elected member resigns, the alternate will assume the position of the regional representative.

ARTICLE 4 - OFFICERS:

- 4.1 Officers shall be elected in accordance with OPSEU's constitution. Such elections shall be:
- conducted by an Officer of the Equity Unit
 - conducted by secret ballot
 - open to all members with reasonable notice of the election
 - recorded in meeting minutes that are forwarded to the Equity Unit.
- 4.2 A Chair and Vice-Chair shall be elected from members of the committee;
- 4.4 The Committee shall elect a member to be their representative in other affiliated unions or Committees as follows:
- OFL Women's Committee
 - Ontario Coalition of Better Child Care;
 - Social Justice Fund
 - NUPGE; and
 - other committees that may be deemed necessary.

This does not remove the ultimate right of the President's Office to appoint a member of the PWC to the above-mentioned Committees.

- 4.4 The Chair shall:
- set up and coordinate meetings throughout the year;
 - ensure participation, follow-up and communication of all members between meetings;
 - develop the agenda for all committee meetings and send them out in advance;
 - preside as Chairperson at all committee meetings;
 - act as the official spokesperson for the committee within the union, examples include:
 - attending **Equity** Chairs Meetings
 - participating in planning the annual Joint Leadership Meeting in September
 - participate in planning the "Gathering" in January
 - perform other duties as may be deemed necessary by the Committee.

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4.5 The Vice-Chair shall:

- In the absence of the Chair, the Vice-Chair assumes the responsibilities of the office of the chair.
- In addition the Vice-Chair shall perform other duties as may be deemed necessary from time to time.

4.8 The Secretary shall:

- Be appointed at each meeting on a rotational basis
- Be responsible for recording the details of the meeting electronically, including all financial decisions made and specific action items for follow up
- Send the minutes to the Committee for approval. Once approved, the secretary shall forward the minutes, via email, to the Equity Unit Secretary and the assigned Officer no later than 15 days after the meeting

4.9 The Treasurer shall:

- Monitor the expenses of the Committee by tallying estimated expenses at every meeting;
- Reconcile their records with the quarterly reports provided by OPSEU;
- Follow up on any discrepancies with the assistance of assigned staff, the Accounting Department and anyone else deemed necessary.

ARTICLE 5 - FINANCE:

5.1 The activities of the Committee shall be funded centrally by the Union, as approved in the budget by the Annual Convention.

5.2 A quarterly budget report of actual expenses compared to the approved budget shall be provided to the Chair of the Committee by the assigned Officer of the Equity Unit.

5.5 To support the Committee budget submission, an annual report shall be provided to the Executive Board by the Chair of the Committee.

5.6 It is understood that central expenses and payments will only be processed by OPSEU when they are:

- supported by the majority of the Committee;
- recorded in minutes that have been forwarded to the assigned Officer;
- in accordance with the general policies of OPSEU (also applies to regional funds.)

ARTICLE 6 - MEETINGS:

6.1 The Committee shall meet a minimum of four (4) times a year. At least two (2) meetings will be conducted via teleconference or video-conference.

6.2 Where a scheduled meeting of the committee is not required or is impractical the members may be polled by email or telephone. Confirmation of decisions made in this manner shall be confirmed at the next meeting.

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- 6.3 Quorums for meetings of the Committee shall be a simple majority (50% + one) of the standing Committee members.
- 6.4 Where a scheduled meeting of the committee is not required or is impractical the members may be polled by email or telephone. Confirmation of decisions made in this manner shall be confirmed at the next meeting.
- 6.5 For the purposes of conducting business of the Committee, participation at a meeting shall not be limited to in-person but may include participation via teleconference and video conference.
- 6.6 The order of business at meetings will be consistent with OPSEU's constitution. Meeting agendas and minutes will be kept.

ARTICLE 7 - APPROVAL AND AMENDMENT OF TERMS OF REFERENCE

- 7.3 The terms of reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the Committee.
- 7.4 Any subsequent amendments to the Terms of Reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the Committee.

PROVINCIAL YOUNG WORKERS COMMITTEE (PYC)

ARTICLE 1 - NAME

- 5.1 The Committee shall be known as the Provincial Young Workers Committee (PYC) of the Ontario Public Service Employees Union (OPSEU).

ARTICLE 2 - AIMS & PURPOSE

- 6.1 The dual primary functions of this committee shall be:
 - 1. To assist in welcoming, mentoring and educating young workers by providing guidance, support, and an understanding of OPSEU's function and structure. This shall be accomplished by:
 - a. developing and promoting programs or events to encourage young workers to participate in union activities;
 - b. increasing awareness and understanding of issues affecting young workers and related equity issues throughout the membership;
 - c. participating in activities pertaining to and/or being attended by young workers.
 - 2. To develop the elected members of the committee through education, experiences, and mentoring for the purposes of creating a growing core of young, motivated, and capable members who can represent OPSEU in future roles at the Staff, Local, Regional, and Provincial levels. This shall be accomplished through:
 - a. occasional attendance at board meetings;

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- b. access to focused educationals run by OPSEU or its affiliates;
 - c. mentorship activities with Executive Board Members at the Regional level; and
 - d. other opportunities that the Board deems relevant.
3. To advocate issues on behalf of young workers within the union, the workplace and the broader community/society through continued social outreach and activism.

ARTICLE 3 - MEMBERSHIP

- 3.1 The committee shall consist of seven (7) members representing the seven (7) regions of the Union and shall be elected at Regional meetings held every two (2) years.
- 3.2 Those who self-identify as young workers under the age of thirty-five (35) and are in good standing shall be eligible to act as representatives.
- 3.3 One (1) OPSEU Executive Board Member and one (1) Officer from the Equity Unit may offer support to the Committee. The Executive Board liaison and Equity Unit Officer may attend Committee meetings with voice but no vote. It is understood that participation of all others is by invitation only.
- 3.4 Alternates shall not attend meetings. However in the event the elected member resigns, the alternate will assume the position of the regional representative.

ARTICLE 4 – ELECTED POSITIONS OF THE COMMITTEE

- 4.1 Elected positions of the committee shall be elected in accordance with OPSEU's constitution. Such elections shall be:
- conducted by secret ballot;
 - announced in advance;
 - conducted by an Officer of the Equity Unit;
 - recorded in meeting minutes that are forwarded to the Equity Unit.
- 4.2 A Chair, Vice-Chair, Secretary and Treasurer shall be elected from members of the committee;
- 4.5 The Committee shall elect a member to be their representative in other affiliated unions or Committees as follows:
- a. OPSEU's Social Justice Funds;
 - b. NUPGE; and
 - c. other committees that may be deemed necessary.

This does not remove the ultimate right of the President's Office to appoint someone of their choosing to the above-mentioned Committees.

- 4.4 The Chair shall:
- a. set up and coordinate meetings throughout the year;
 - b. ensure participation, follow-up and communication of all members between meetings;

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- c. develop the agenda for all committee meetings. The Order of Business will be consistent with the OPSEU Constitution, and the agenda will be sent to the members in advance;
- d. preside as Chairperson at all committee meetings;
- e. act as the official spokesperson for the committee within the union, examples include:
 - i. attending All Chairs Meetings
 - ii. participating in planning the annual Joint Leadership Meeting in September
 - iii. participate in planning the “Gathering”
- f. perform other duties as may be deemed necessary by the committee.

4.5 The Vice-Chair shall:

- a. in the absence of the Chair, assume the responsibilities of the office of the Chair;
- b. in addition, perform other duties as may be deemed necessary from time to time.

4.10 The Secretary shall:

- a. be responsible for recording the details of the meeting electronically, including all financial decisions made and specific action items for follow up;
- b. send the minutes to the Committee for approval. Once approved, the secretary shall forward the minutes, via email, to the Equity Unit Secretary and the assigned Officer no later than fifteen (15) days after the meeting.

4.11 The Treasurer shall:

- a. monitor the expenses of the Committee by tallying estimated expenses at every meeting;
- b. reconcile their records with the quarterly reports provided by OPSEU;
- c. follow up on any discrepancies with the assistance of assigned staff, the Accounting Department and anyone else deemed necessary.

ARTICLE 5 - FINANCE

- 5.1 The activities of the Committee shall be funded centrally by the Union, as approved in the budget by the Annual Convention.
- 5.2 A quarterly budget report of actual expenses compared to the approved budget shall be provided to the Chair of the Committee by the assigned Officer of the Equity Unit.
- 5.7 To support the Committee budget submission, an annual report shall be provided to the Executive Board by the Chair of the Committee.
- 5.8 It is understood that expenses and payments will only be processed by OPSEU when they are:
 - a. supported by the majority of the Committee;
 - b. recorded in minutes that have been forwarded to the assigned Officer;
 - c. in accordance with the general policies of OPSEU

ARTICLE 6 - MEETINGS

- 6.1 The Committee shall meet a minimum of four (4) times a year and with two (2) being via video/tele conference.

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- 6.2 Quorums for meetings of the Committee shall be a simple majority (four of seven) of the Committee members.
- 6.3 Where a meeting of the Committee is deemed by the Chair to be impractical or unnecessary, the members may be polled by e-mail or telephone. Confirmation of any decisions made in this manner shall be done at the next meeting.

ARTICLE 7- APPROVAL AND AMENDMENT OF TERMS OF REFERENCE

- 7.5 The terms of reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the Committee.
- 7.6 Any subsequent amendments to the Terms of Reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the Committee.
(September 17-18, 2014 B, p9)

Rainbow Alliance arc-en-ciel Caucus

ARTICLE 1 - NAME

- 1.1 The “Rainbow Alliance arc-en-ciel” of the Ontario Public Service Employees Union (OPSEU) shall herein be referred to as ‘the Alliance.’

ARTICLE 2 - AIMS & PURPOSE

- 2.1 The function of the Alliance shall be:
 - a. to provide a positive and healthy space for lesbian, gay, bisexual, transsexual, transgender, intersex, asexual, queer, questioning, two spirited (LGBT TIAQQ2S) members (referred to herein as ‘*Rainbow members*’) and their allies, to identify and discuss issues within OPSEU, their workplaces and their communities; and use their collective experience and knowledge to develop strategies to address these issues;
 - b. to increase awareness and understanding of equity issues as they relate to Rainbow members and to liaise with the respective provincial committee(s) and caucuses;
 - c. to identify and make recommendations to remove systemic barriers that prevent full participation of Rainbow members within OPSEU, in their workplaces and their communities.

ARTICLE 3 – MEMBERSHIP

- 3.1 Membership is open to any OPSEU member in good standing who self-identifies as a ‘*Rainbow member*.’
- 3.2 Anyone interested in being a member of the Alliance is invited to send an email to pride@opseu.org or contact the OPSEU Resource Centre.

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ARTICLE 4 – ALLIANCE EXECUTIVE

- 4.1 An executive shall be established within the Alliance of up to ten (10) members who empower, educate and advocate for the interests of Rainbow members within OPSEU, their workplaces and their communities.
- 4.2 Alliance Executive members are selected as follows:
- i. when a vacancy within the Alliance Executive exists, a Call for interest will be sent out to the Rainbow Alliance arc-en-ciel caucus, Regional Board Members, and the general union membership;
 - ii. members will be asked to submit a letter of interest to the Equity Unit to remove personal identification and forward to the existing members currently on the Alliance Executive;
 - iii. existing Alliance Executive members will be responsible for establishing the selection criteria prior to the distribution of the Call and the selection criteria will be used to evaluate the applicants;
 - iv. consideration will be given based on: representation of all seven (7) regions, reflection of the Rainbow membership within the union and mixture of union and community involvement/activity.
 - v. when all 7 regions do not have a representative on Rainbow Alliance, and/or all 10 (ten) positions are not filled, the regional Vice-President of the region with no representative will forward an L.G.B.T self-declared representatives name to the Chair of the Rainbow Alliance/Arc-en-ciel Caucus, staff assigned and President's office and the President will assign that member as a delegate of the Rainbow Alliance/Arc-en-ciel.
- 4.3 A vacancy on the Alliance Executive may be declared by the Alliance Executive if a member is absent for three (3) or more meetings or fails to actively participate without a valid reason acceptable to the Executive. Before any decision to make such a declaration is made, the member will be contacted to confirm their ongoing intention to continue with the Alliance Executive and the caucus as a whole.
- 4.4 One (1) OPSEU Executive Board member and one (1) Officer from the Equity Unit may offer support to the caucus. The Executive Board liaison and Equity Unit then may attend caucus meetings with voice but no vote. It is understood that participation of all others is by invitation only.

ARTICLE 5 – ELECTED POSITIONS

- 5.1 Elections shall be in accordance with OPSEU's Constitution. Such elections shall be conducted by an Officer of the Equity Unit and recorded in meeting minutes that are forwarded to the Equity Unit.
- 5.2 Elections will take place every two (2) years at the September budgetary meeting.
- 5.3 A Chair, Vice-Chair, Treasurer, Secretary and Communications Coordinator shall be elected from members of the Alliance Executive. The Vice-Chair may also hold the position of Treasurer; however, the Chair may not.
- 5.4 The Chair shall:
- a) set up and coordinate meetings throughout the year;
 - b) ensure participation, follow-up and communication of all members between meetings;

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- c) develop the agenda for all caucus members, the Order of Business will be consistent with the OPSEU Constitution, and will be sent to the members in advance;
- d) preside as Chairperson at all caucus meetings;
- e) act as the official spokesperson for the committee within the union; examples include:
 - i. attending All Chairs Meeting
 - ii. participating in planning the annual Joint Leadership Day in September
 - iii. participate in planning the “Gathering”
- f) perform other duties as may be deemed necessary by the caucus.

5.5 The Vice-Chair shall:

- a) in the absence of the Chair, assume the responsibilities of the office of the Chair;
- b) in addition, perform other duties as may be deemed necessary from time to time.

5.6 The Secretary shall:

- a) be responsible for recording the details of the meeting electronically, including all financial decisions made and specific action items for follow-up;
- b) send the minutes to the Alliance Executive for approval. Once approved, the Secretary shall forward the minutes, via e-mail, to the Equity Unit Secretary and the assigned Officer no later than fifteen (15) days after the meeting.

5.7 The Treasurer shall:

- a) monitor the expenses of the caucus by tallying estimated expenses at every meeting;
- b) reconcile their records with the quarterly reports provided by OPSEU;
- c) follow up on any discrepancies with the assistance of assigned staff, the Accounting Unit and anyone else deemed necessary.

5.8 The Communications Coordinator shall:

- a) be responsible for monitoring and implementing the media strategy of the Alliance Executive.

ARTICLE 6 - SUB-COMMITTEES

6.1 Ad-Hoc sub-committees will be convened for specific reasons as needed.

6.2 Membership of the sub-committees may include any members of the caucus who volunteer **and** take on responsibility to complete tasks related to the aims and purpose of the sub-committee. Recruitment of sub-committee members will be determined, as needed, by the Alliance Executive. If members no longer choose to participate or complete assigned tasks, they shall be considered to have resigned from the sub-committee.

ARTICLE 7 - FINANCE

7.1 The activities of the caucus shall be funded centrally by the Union, as approved in the budget by the Annual Convention. Only Alliance Executive members will have their expenses covered by the central caucus budget as per OPSEU Policy.

7.2 Budget reports of actual expenses compared to the approved budget may be requested from the assigned Officer of the Equity Unit by the Chair and Treasurer of the caucus.

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- 7.3 To support the caucus budget submission, an annual report shall be provided to the Executive Board by the Chair of the caucus.

ARTICLE 8 - MEETINGS

- 8.1 The Alliance Executive shall meet in a minimum of four (4) times a year, with a minimum of two (2) teleconferences or video conferences. Decisions of the Alliance Executive shall be taken by a majority of those present and voting.
- 8.2 Quorum for Alliance Executive meetings shall be the majority of the established Alliance Executive members.
- 8.3 Notice of meetings will be sent out to members no less than two (2) weeks in advance.
- 8.4 Where a meeting of the Alliance Executive is deemed by the Chair to be impractical or unnecessary, the members of the Alliance Executive may be polled by electronically or telephone. Confirmation of any decisions made in this manner, shall be done at the next caucus meeting.

ARTICLE 9 - APPROVAL AND AMENDMENT OF TERMS OF REFERENCE

- 9.1 The terms of reference shall be approved and amended by a two-thirds (2/3) majority vote at a meeting of the Alliance Executive.
- 9.2 Amendments to the Terms of Reference shall be included as an agenda item consistent with OPSEU practice.

Section 27 - OPSEU/Logo and Boundaries

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Section 27 - OPSEU/Logo and Boundaries

OPSEU Logo



OPSEU adopted a new logo – three right slanted lines beside the trillium; the initial letters OPSEU and SEFPO beside the trillium.
(October 22-23, 1997 B, p3; January 24-25, 2007 B, p26)

Boundaries of OPSEU's Seven Regions

Region 1

West: Canada/U.S. Border
North: From Lake Huron shoreline at Clark Point, South-east along Hwy 86 to Dorking
East: Dorking south on a line to Clear Creek at Lake Erie
South: Lake Erie shoreline, west to Canada/U.S. border

Region 2

West: North and East boundaries of Region 1
North: Lake Huron shoreline east to but not including Collingwood
East: Collingwood on a line to Hwy 7 at and including Bramalea, west along Hwy 7 to Hwy 10, and including Brampton, south along Hwy 10 to but not including Port Credit
South: Port Credit along Lake Ontario shoreline to Canada/U.S. border, west along Lake Erie shoreline to Region 1 boundary

Region 3

West: East boundary of Region 5
North: Georgian Bay shoreline including Collingwood, to and including Parry Sound, east to the junction of Hwys 60 and 127
East: Junction of Hwys 60 and 127, south-east to and including Bancroft, south to Presqu'ile Point on Lake Ontario
South: Shoreline west to east and north boundaries of Region 5

Region 4

West: East boundary of Region 3
North: Junction of Hwys 60 and 127 east to Ontario/Quebec border at and including Pembroke
East: Ontario/Quebec border
South: Ontario/U.S. border west to Region 3 east boundary

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Region 5

West: Port Credit north along Hwy 10 to Hwy 7 but not including Brampton
North: East along Hwy 7 to Hwy 12 but not including Brooklin
East: South along Hwy 12 to Lake Ontario but not including Whitby
South: Shoreline west to Port Credit

Region 6

West: Canada/U.S. border at Sault Ste. Marie, north along Lake Superior shoreline to but not including Marathon
North: A line from Marathon north-east through and including Manitouwadge to James Bay, shoreline south-east to Ontario/Quebec border
East: Ontario/Quebec border south to north boundary of Region 4
South: West along north boundaries of Region 4 and 3 to Canada/U.S. border at Sault Ste. Marie and including Manitoulin Island

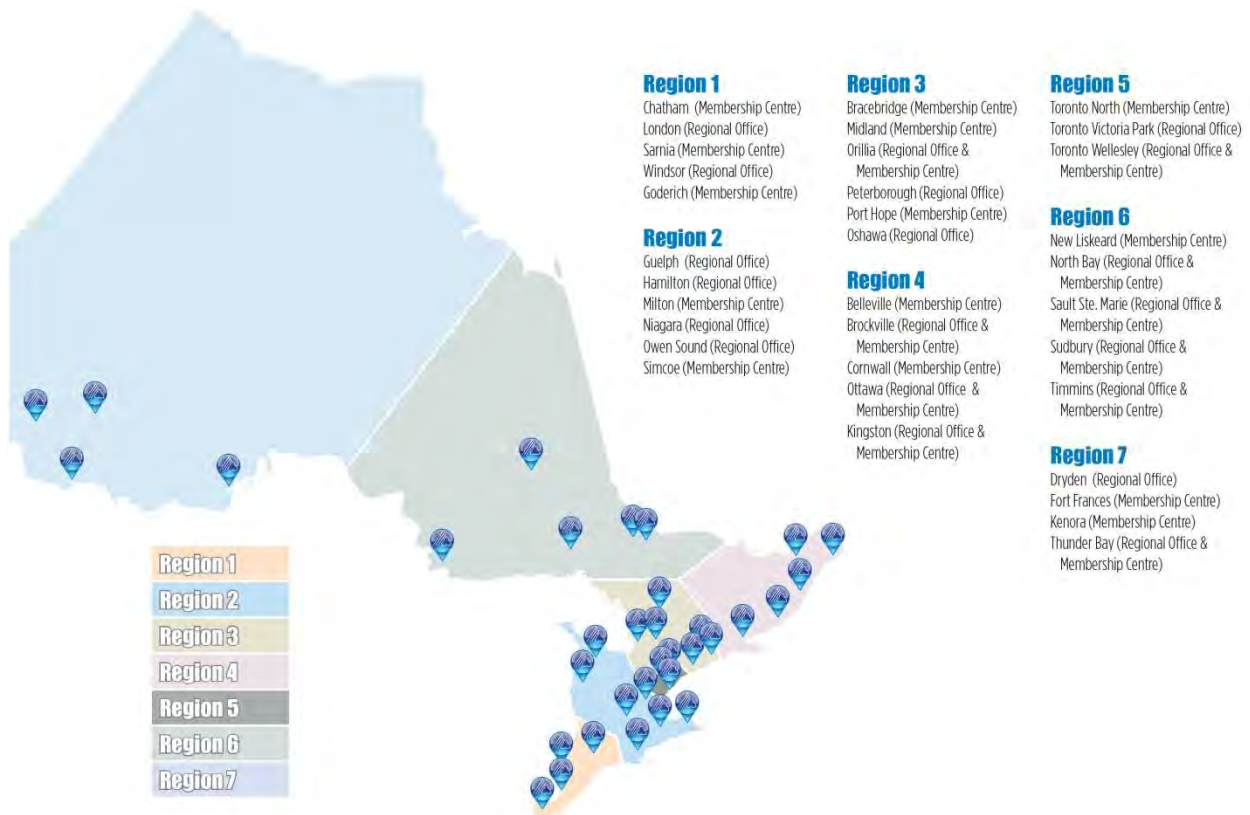
Region 7

West: Canada/U.S. border north along Ontario/Manitoba border to Hudson Bay
North: Hudson and James Bay shorelines east and south to north boundary of Region 6
East: South-west along north boundary of Region 6 to Lake Superior and including Marathon
South: West along Lake Superior shoreline and Canada/U.S. border to Ontario/Manitoba border. (June 20-22, 1975 B; April 21-22, 1977 B, p.15)

Section 27 - OPSEU/Logo and Boundaries

Map of Regional Boundaries

Regions 1 and 2; Regions 3 and 4; Region 5; Regions 6 and 7



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Section 28 - OPSEU Enterprises

Cell Phones

OPSEU will enter into an agreement with Baka Communications and Bell Mobility to provide a group plan for cellular phone to OPSEU members.

(May 16-17, 2001 B, p.8)

Group Home and Auto Insurance Program

OPSEU will enter into an agreement with The CG & B Group Inc. for the purpose of offering a group home and auto insurance program to the OPSEU membership.

(April 15, 1998 B, p.3; December 9-10, 2009 B, p.3)

The 5 per cent OPSEU sponsorship fee to be received in respect to this insurance program will be deposited into the General Fund.

(Convention 2004, p.13)

Live & Let Live Programs

OPSEU Enterprises, through its golf tournament and association with professional sports teams, will raise monies from the following organizations with a proceed of ticket sales going towards the Live and Let Live Fund.

- OPSEU Live & Let Live Charity Golf Tournament
- Toronto Blue Jays
- Toronto Raptors
- Ottawa Senators
- Toronto Marlies

(December 9-10, 2009 B, p.3)

Member Programs

OPSEU is the exclusive bargaining agent for workers at the Ontario Science Center, Royal Ontario Museum (ROM), Art Gallery of Ontario (AGO), Ontario Place, Fort William and the Niagara Parks Commission. OPSEU Enterprises will promote these unionized workplace to its members, family & staff.

(December 9-10, 2009 B, p.3)

Park'n Fly

OPSEU Executive Board endorses Park'n Fly as a part of the OPSEU Affinity Program.

(February 26-27, 2014 B, p.21)

