



# **POLICY MANUAL 2022**

Read together with the OPSEU/SEFPO Procedures Manual and the OPSEU/SEFPO Constitution, as applicable.

**Last Updated:**  
March 2022

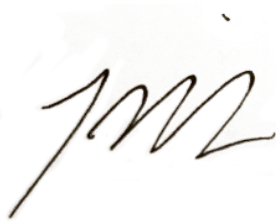


## Our Policy Manual

Our Policy Manual is the summation of our shared understanding and history of how we operate together. Its content is developed through democratic processes at Convention by our members and at the Executive Board by our regional representatives. It speaks to our vision and our principles; it guides our decisions as members, union representatives, and staff.

As a living document, our Policy Manual, in tandem with the separate Procedures Manual and the OPSEU/SEFPO Constitution, reflects who we are, what we stand for, and what we will do together, today and in the future.

In solidarity,

A handwritten signature in black ink, appearing to be 'JP Hornick', written in a cursive style.

**JP Hornick**  
President  
OPSEU/SEFPO

A handwritten signature in black ink, appearing to be 'Laurie Nancekivell', written in a cursive style.

**Laurie Nancekivell**  
First Vice-President/Treasurer  
OPSEU/SEFPO

## Introduction to the Manuals

The 2022 update to the OPSEU/SEFPO Policy Manual presents Union policies in a format designed to improve access to – and understanding of – the important information needed by members, staff, committees, the Executive Board, and Elected Officers in Locals, Regions, and Head Office. It should be read together with the Procedures Manual and the Constitution (also available on the [website](#)).

This Policy Manual provides the day-to-day authority for decisions and actions of OPSEU/SEFPO. Most apply organization-wide.

The Procedures Manual, to be read together with the Policy Manual, provide the direction that ensures the consistent application of the Union’s policies.

OPSEU/SEFPO’s Constitution should also be consulted, as appropriate.

## Additional Features

Each manual has a main Table of Contents and a sub-Table of Contents for each section. Each also includes an alphabetical list of Key Words to quickly find all related policies on a particular topic.

**Search** for particular policies or procedures by:

1. Clicking on the link in the main Table of Contents, or
2. Click on the policy or procedure by the number beside each Key Word.

Policies and procedures are arranged under six sections in each manual, enumerated and colour-coded:

1. General: OPSEU/SEFPO’s fundamental commitments.
2. Governance: Oversight involved in governing the Union.
3. Collective Bargaining: Includes grievance handling and arbitration, negotiations, organizing, and strike action.
4. Financial Administration: Includes expenses, dues, budget, purchasing, and other working financial matters.
5. Communication: Includes sharing of information, internal and external to the Union, and contributions (bursaries, funds, and more).
6. Education: Includes education, training, and scholarships.

A References and Resources section in each manual provides:

1. A glossary of terms and a table of abbreviations.
2. A list of legislation that is mentioned in the policies or procedures.
3. A map and descriptions of the Regions, offices, and membership centres.
4. A brand kit with OPSEU/SEFPO’s logos, colours, and required permissions for their use.
5. An organization chart.

6. A table of committees and representatives.
7. Head office contacts.

A new page layout for all policies and procedures makes it easier for users to quickly find key information, providing:

- The effective date, and whether it was approved by the Executive Board [B] or at Convention [C].
- The history of decisions by date and forum (Executive Board or Convention).
- Who it applies to (as named in the policy or procedure).
- Where to find related policies and procedures (with the number and/or key word).

To make the manuals easier to read, a few minor changes were made with the 2022 update:

- All current versions of forms are now on the OPSEU/SEFPO [website](#).
- Corrections to punctuation or to spell out acronyms were provided only when necessary to improve clarity and consistency.
- The numbering format was updated to align with the new structure of the manuals.

It is important to note that *no changes were made to written text from the original manual*, except to replace gendered language or exclusionary terms (as per OPSEU/SEFPO policy).

## Future Amendments to the Manuals

OPSEU/SEFPO policies and procedures are updated on a regular basis by the Executive Board and at Convention.

When a policy or procedure is amended or adopted, the newest version is included in the appropriate manual. The prior version is removed, but the effective dates are retained to indicate there is a history of decision-making. Superseded policies are available by contacting the [Corporate Secretary](#).

Formal amendments to the manuals will be distributed each year to Delegates at Convention.

Members should consult the [Member Tools and Resources](#) page of the OPSEU/SEFPO [website](#) to ensure use of the most current versions of the manuals and the Constitution.

**Need copies?** Download a PDF from [OPSEU/SEFPO website](#).

**Need forms?** Download a PDF from the [OPSEU/SEFPO website](#).

**Questions?** Contact your [Staff Representative](#).

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**KEY WORDS**

*Press control and click to quickly find related policies.*

Accessibility	<a href="#">1.1.13</a>	<a href="#">1.2.1</a>	<a href="#">1.2.2</a>	<a href="#">1.4.5</a>	<a href="#">2.9.6</a>			
Accommodations (hotel)	<a href="#">4.2.1.6</a>	<a href="#">4.2.1.10</a>	<a href="#">5A.1.4</a>					
Affiliates	<a href="#">5A.1.4</a>	<a href="#">5A.1.5</a>	<a href="#">5A.1.6</a>	<a href="#">5A.1.7</a>	<a href="#">5A.2.2</a>	<a href="#">5A.2.3</a>	<a href="#">5A.2.4</a>	<a href="#">5A.2.5</a>
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	<a href="#">5B.2.5.3B</a>							
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Bursary	<a href="#">5</a>	<a href="#">5C.2</a>	<a href="#">5C.2.1</a>	<a href="#">5C.3.1</a>				
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**Section 1. GENERAL POLICY**

General policies provide a framework for OPSEU/SEFPO’s fundamental commitments that guide the Union’s decision-making. Most of the policies in this section apply to all of OPSEU/SEFPO.

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- Public Sector Union Principles
  - Statement of Respect for all Persons
1. Rights
  2. Campaigns
  3. OPSEU/SEFPO Practices
  4. Government-Led Initiatives
  5. Retirement and Pensions

**Acronyms Used in This Section**

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<b>Acronym</b>	<b>Full Term</b>
BPS	Broader Public Sector
CAAT	Colleges of Applied Arts and Technology Colleges
CLC	Canadian Labour Congress
CoRW	Coalition of Racialized Workers
CPP	Canada Pension Plan
DB	Defined Benefit
EAP	Employee Assistance Program
EBM	Executive Board Member
GATS	General Agreement on Trade in Services
GIS	Guaranteed Income Supplement
HOOPP	Hospitals of Ontario Pension Plan
LEC	Local Executive Committee
MERC	Ministry Employer/Employee Relations Committee
NCCM	National Council of Canadian Muslims
NEL	Non-Economic Loss
NUPGE	National Union of Public and General Employees
OFL	Ontario Federation of Labour
OHRC	Ontario Human Rights Commission
OPT	Ontario Pension Trust
PHRC	Provincial Human Rights Committee
PLC	Pension Liaison Committee
PWC	Provincial Women’s Committee
SIEF	Secondary Injury and Enhancement Fund
TOPP	The OPSEU/SEFPO Pension Plan



WSIB Workers Safety and Insurance Board

WSIAT Workplace Safety and Insurance Appeal Tribunal

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**1. GENERAL POLICY**

**1.1 Rights**



## Public Sector Union Principles

Effective Date: April 2 and April 14, 1993 [B8]

Application: OPSEU/SEFPO-wide

Related: Constitution, Article 7

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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.
  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 frontline 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.

**Statement of Respect for All Persons****Statement of Respect for All Persons**

Effective Date: October 23-24, 2019 [B23]; September 26-27, 2018 [B4]; September 25-26, 2013 [B2]; May 23-24, 2012 [B9]; September 20-21, 2006 [B7]; December 14-15, 2005 [B17]; January 23-24, 2002 [B1]

Application: OPSEU/SEFPO-wide

Related: harassment, discrimination  
Constitution, Article 7

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Harassment or discrimination of any kind will not be tolerated at OPSEU/SEFPO functions.

Whenever OPSEU/SEFPO 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, creed, political affiliation and racialization including and not limited to people of African descent, Black, Caribbean, South Asian, Asian, women, men, First Nations, Métis and Inuit peoples, members of ethno-racial groups, people with disabilities, gays, lesbians, bisexual, transgender/transsexual people, gender diverse persons, francophones and all persons whose first language is not English.

In our diversity we will build solidarity as Union members.

**1.1 GENERAL POLICY – Rights****1. Charter of Inclusive Workplaces and Communities**

Effective Date: May 23, 2018 [B14]

Application: OPSEU/SEFPO-wide

Related: discrimination  
Constitution, Article 7

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OPSEU/SEFPO endorses the following National Council of Muslim Canadians (NCCM) Charter of Inclusive Workplaces and Communities:

Discrimination in all its forms, including Islamophobia, anti-Black racism, anti-Indigenous racism, anti-Semitism, and all other forms of racism, xenophobia and bigotry threatens our country's rich social fabric, including the workplaces of OPSEU/SEFPO members and other workers, and the communities in which we live. Dividing people because of race, religion, ancestry or any other difference that undermines human rights serves only to weaken our unions and our society.

By endorsing this Charter, we commit to standing up for the rights and dignity of everyone in order to promote inclusive, just and respectful workplaces and communities.

That is why we affirm that:

- Islamophobia, anti-Black racism, anti-Indigenous racism, anti-Semitism, and all other forms of racism, xenophobia, and bigotry have no place in our workplaces or communities.
- Discrimination and acts of hate against OPSEU/SEFPO members and others in our communities marginalizes individuals and groups and excludes them from participating fully in our unions, workplaces and communities.
- The dignity of every member is essential to a healthy and vibrant Union and workplace.

As a Union, we will work with the labour movement, all levels of government, Indigenous peoples, civil society, and communities to develop policies, programs and initiatives to reduce and eliminate racism, hate and bigotry in all its forms.

By working together, we can nurture inclusive workplaces and strengthen our shared commitment to OPSEU/SEFPO's values of equality, respect, justice, and dignity for all.

OPSEU/SEFPO will communicate our endorsement of the Charter of Inclusive Workplaces and Communities to our Locals, Area Councils, equity committees and caucuses and members, and will encourage their continued engagement in organizing against, Islamophobia, anti-Black racism, anti-Indigenous racism, anti-Semitism, and all other forms of racism, xenophobia, bigotry and discrimination of all kinds.

**1.1 GENERAL POLICY – Rights****2. Bilingualism**

Effective Date: February 26-27, 1987 [B8]

Application: OPSEU/SEFPO-wide

Related: bilingual

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OPSEU/SEFPO 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/SEFPO 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.

### 3. Gay and Lesbian Rights

Effective Date: January 30-31, 1997 [B11]

Application: OPSEU/SEFPO-wide

Related: equity

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OPSEU/SEFPO 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/SEFPO calls on the provincial government to extend full rights to gays and lesbians.

#### 4. Unemployed Workers

Effective Date: December 7-9, 1994 [B41]

Application: OPSEU/SEFPO-wide

Related: campaigns

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OPSEU/SEFPO will encourage, support and assist efforts of the labour movement to speak for the interests and needs of unemployed workers.

## 5. Abortion Rights

Effective Dates: 1. August 26-17, 1983 [C];  
2. Convention 2010 [C31]

Application: OPSEU/SEFPO-wide

Related: Women's rights

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### 1. Access and OHIP Coverage

OPSEU/SEFPO 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.

### 2. Choice

OPSEU/SEFPO reaffirms its support for women's right to reproductive choice in Canada and abroad, including full access to free, safe and legal abortion services.



## 6. Post-Secondary Education

Effective Dates:	1. Convention 1999 [C40]; 2. Convention 2000 [C10]
Application:	OPSEU/SEFPO-wide
Related:	education, tuition, privatization campaign

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### 1. Collective Voice

OPSEU/SEFPO shall continue to support colleges/universities in each province by providing a coordinating role to ensure our provincial unions speak with one voice.

OPSEU/SEFPO shall continue to create position papers and speak on our collective behalf on matters of post-secondary education.

OPSEU/SEFPO 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.

### 2. Tuition and Privatization

OPSEU/SEFPO 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/SEFPO 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.

## 7. Peace, Environment, and Poverty

Effective Date: February 3-5, 1989 [C34]

Application: OPSEU/SEFPO-wide

Related: pensions, poverty, international solidarity fund

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OPSEU/SEFPO recognizes the crucial importance of the issues of peace, environment and poverty for the 1990's; 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.

## 8. Social Conditions as a Human Right

Effective Date:	May 19-20, 2004 [B38]
Application:	OPSEU/SEFPO-wide
Related:	human rights Constitution, Articles 4, 7 and 19

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OPSEU/SEFPO supports the inclusion of social condition as a ground of discrimination of human rights legislation.

OPSEU/SEFPO 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/SEFPO 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.

## 9. Racial Profiling

Effective Dates: December 4-5, 2002 [B19];  
May 19-20, 2004 [B41]

Purpose: OPSEU/SEFPO-wide

Related: harassment and discrimination

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### 1. Condemning Racial Profiling

OPSEU/SEFPO supports and publicly conveys to our members and our communities the statement unanimously endorsed by the Delegates at the 2002 Canadian Labour Congress (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.”

### 2. Human Rights and Government Operations

OPSEU/SEFPO will pressure the Ontario Human Rights Commission to restore confidence in Ontarians by vigorously enforcing the Human Rights Code. OPSEU/SEFPO will also pressure the government to establish a Racial Diversity Secretariat.

OPSEU/SEFPO will lobby government departments to restructure its business of government, including policy development, and deliver its services from an anti-racist perspective.

**1.1 GENERAL POLICY – Rights****10 Employment Equity****10.1 Definition and Application of Policy**

Effective Dates:	May 2-4, 1991 [C31]
Application:	OPSEU/SEFPO-wide; Joint committees, President
Related:	equity, harassment, joint committees Constitution, Article 7

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A policy on employment equity builds on OPSEU/SEFPO's history and philosophy to continue its fight for fairness and equality. To OPSEU/SEFPO, 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, racialized people, 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.

**Components:**

Employment equity is another vehicle through which this Union can give practical expression to its constitutional philosophy. The components of an employment equity program are:

**Commitment:**

OPSEU/SEFPO 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.

**Approach:**

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 and Responsibility:**

An important part of the employment equity process is to ensure the accountability of the parties to the process of change, OPSEU/SEFPO is committed to accepting its role in this process.

Structure:

- As an organization OPSEU/SEFPO has different roles. In its role as the bargaining agent, OPSEU/SEFPO 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 program.

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 joint 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;
- 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:
  - Joint participation in the process of designing, conducting and analyzing a survey to identify the existing employment status of disadvantaged groups in the workplace.
  - Employees will respond to the survey on a voluntary, anonymous basis.
  - 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.
  - 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 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;
- 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; including numerical targets for the employment of designated groups in each occupational category and salary range
- g. To eliminate all biased language that could reinforce stereotypes by describing roles and characteristics to designated group members;
- h. Elimination of sexual harassment/discrimination;
- i. Recruitment policies and practices that are appropriate to inform people of designated groups of employment opportunities;
- j. Interviewing and selection policies and practices that will not pose barriers to the employment of people of designated groups;
- k. Promotion policies and practices that will not pose barriers to the promotion of people of designated groups;
- l. Elimination of job qualifications and requirements that may pose barriers to the employment of people;
- m. Policies and practices to ensure that people of designated groups receive equal pay for work of equal value;
- n. Anti-discrimination and anti-harassment policies;
- o. Leave of absence provision that accommodate the needs of members of designated groups and other employees;
- p. Provision on joint educational programs in the establishment to combat discrimination;
- q. 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.
- r. Measures for accommodation for members of the other designated groups:
- 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.

### **Implementation and Evaluation:**

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/SEFPO in the workplace, OPSEU/SEFPO should initiate action with the other bargaining agents to arrive at a consensus with regard to the design and implementation of employment equity programs on behalf of its members.

OPSEU/SEFPO 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.

#### **1. Seniority**

OPSEU/SEFPO believes that the fundamental principle of seniority must remain intact, however the application of seniority must be applied in a manner consistent with OPSEU/SEFPO's principles of fairness and equity.

#### **2. Unclassified**

It is OPSEU/SEFPO'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.

#### **OPSEU/SEFPO as Employer:**

In its role as employer, OPSEU/SEFPO's administration through its administrators shall adhere to employment equity principles in its human resource planning and shall be made accountable.



In its role as a Corporation, OPSEU/SEFPO shall review:

- How goods and services are tendered e.g., 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;

In its role as a Community Advocate, OPSEU/SEFPO 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.

## 10.2 Designated Groups

Effective Dates:	[Not provided]
Application:	OPSEU/SEFPO-wide
Related:	equity, harassment, joint committees Constitution, Articles 4 and 7

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The designated groups for the purposes of OPSEU/SEFPO's Employment Equity Policy are:

**Francophones:** Workers whose first language is French and who identify as being part of the French-Canadian cultural community and the Canadian French speaking population.

**Injured workers:** Workers who have or had an injury or disability for which benefits were claimed or received under the *Workers' Compensation Act*.

**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."

**People with 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.

**People with learning, mental or psychiatric disabilities:** This can include learning or comprehension incapacities which are significant and persistent but permit the individual 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 Métis and includes people who come from an Indian, Inuit, or Métis background status as well as non-status.

**Women.**

**Racialized Workers.**

**Workers who are linguistically different:** Workers whose first language is neither English nor French.

### 10.3 Broader Public Service

Effective Dates: April 4-5, 1995 [B27]

Application: OPSEU/SEFPO-wide; Bargaining Team; President

Related: equity, harassment, joint committees

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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.

**1.1 GENERAL POLICY – Rights****11. Women and Affirmative Action: Bargaining Priorities; Internal Structure**

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Bargaining Team, PWC, JWCs

Related: Bargaining, women, equity, child care

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**Bargaining Priorities**

OPSEU/SEFPO is committed to a comprehensive bargaining strategy, including the following priorities:

1. Equal pay for work of equal value;
2. Rights and benefits for part-time workers;
3. Child care and parental leave provisions;
4. Protection from workplace sexual harassment;
5. Jobs security and retraining provisions relating to technological change.
6. Until affirmative action becomes mandatory by-law, OPSEU/SEFPO must bargain for jointly run affirmative action programs with joint workplace committees as outlined in Women and Affirmative Action (see 1.2 General Policy – Campaigns) ~~recommendation 1.2(a) above.~~  
(November 1-4, 1984 [C32])

**Internal Structure**

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.

The Union must continue its conscious effort to increase the number of women in under-represented job classifications on staff.

(November 1-4, 1984 [C32])

## 12. Harassment

### 12.1 Introduction, Scope and Application, and Personal Harassment

Effective Dates: July 21, 2021 [B2], December 16-17, 2015 [B3], January 30, 2013 [B8], and March 4-5, 2009 [B11]

Application: OPSEU/SEFPO-wide

Related: harassment, discrimination, education, Statement of Respect Constitution, Articles 4, 6 and 7

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#### Introduction

1. OPSEU/SEFPO 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/SEFPO's strength.
2. OPSEU/SEFPO 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/SEFPO's Constitution which affirms that every member has the right to be treated with dignity and respect.

#### Scope and Application

1. The policy applies to all OPSEU/SEFPO 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. Nothing in this policy is intended to preclude a member from accessing a complaint procedure under a collective agreement, the Code or other legislation.
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.

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.
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 behaviour, policies, or practices that are part of OPSEU/SEFPO’s structures, and which create or perpetuate disadvantage based on a prohibited ground.

### Personal Harassment

1. OPSEU/SEFPO 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.
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.

This policy, including the *Statement of Respect*, is to be posted in a visible location in all OPSEU/SEFPO 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.

*See next policy for more on Personal Harassment.*

## 12.2. Harassment: Roles and Responsibilities

Effective Dates: July 21, 2021 [B2], December 16-17, 2015 [B3], January 30, 2013 [B8], and March 4-5, 2009 [B11]

Application: OPSEU/SEFPO-wide; Executive Board Members; Elected Leaders; Members; Equity Unit; Advisors; Mediators; Investigators; Appeal Chairs

Related: harassment, discrimination

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### OPSEU/SEFPO Members – Roles and Responsibilities

All members of OPSEU/SEFPO are responsible for maintaining and promoting an environment that is free of discrimination and harassment.

### Elected Leadership – Roles and Responsibilities

The elected leadership of OPSEU/SEFPO is responsible for enforcing this policy. Local Executives, Executive Board Members, Elected Teams and Committees shall:

- Establish and maintain an environment free of harassment and discrimination;
- Ensure accommodation needs of members are met;
- Take appropriate action when they have knowledge of harassment or discrimination;
- Treat complaints seriously and refer complainants and respondents to Advisors or an Equity Unit Officer.

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/SEFPO policies, or other factors outweigh the general interest.

If recommendations are not implemented, then, where possible, written reasons will be provided.

## Harassment and Discrimination Contrary to the Code

OPSEU/SEFPO 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:

- race
- ancestry
- place of origin
- colour
- ethnic origin
- citizenship
- creed
- sex (includes pregnancy)
- sexual orientation
- gender identity
- gender expression
- age
- marital status
- family status
- disability.

Policy violations may include:

- a. Reprisal, which means being targeted on the basis of having:
  - Filed a complaint under this policy;
  - Participated in any proceeding in accordance with this policy;
  - 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.

## Confidentiality and Privacy

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.

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.

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.



**Education**

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 with some of those course offerings specific to dismantling anti-Black racism and anti-Indigenous racism;
- 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.

**Administration**

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.
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. Advisors shall be provided with appropriate training to carry out their role and shall be supported by the Equity Unit.
3. All costs related to the processing of complaints will be borne by the Union and shall be consistent with OPSEU/SEFPO 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.
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.
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.

## 12.2 Personal Harassment

Effective Dates: September 15-16, 1999 [B10]

Application: OPSEU/SEFPO-wide, PWC, PHRC, Stewards, Local Presidents

Related: equity, education; orientation, harassment  
Procedures Manual  
Constitution, Articles 4 and 6

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OPSEU/SEFPO does not condone any form of harassment and wishes to foster an environment devoid of any form of harassment. OPSEU/SEFPO adopts 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.

It 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, and comments or conduct that is derogatory and based on personal attributes.

As personal harassment is an issue in today's society, OPSEU/SEFPO will develop an Alternate Dispute Resolution process, as follows. Two (2) members of the Provincial Women's Committee and the Provincial Human Rights Committee work with OPSEU/SEFPO staff to develop the training package necessary to implement this policy.

1. When and if a Local is unable or unwilling to resolve a personal harassment issue, the Local or an individual could contact the Equity Unit (Head Office).
2. A member in good standing or staff person who has taken the Union's mediation training would be assigned to the case.
3. The Equity Unit would establish standards to ensure consistent application of this strategy.
4. Education courses should be designed for Regional Educations.
5. There should be an anti-harassment Code of Conduct statement made at the beginning of all conferences and educationals.
6. A module on personal harassment should be designed and included in all Stewards' training and Local Presidents' orientation.

### 13. Accessibility

Effective Dates: None provided

Application: OPSEU/SEFPO-wide, Head Office, Regional offices, Membership Centres, All Workplaces

Related: accessibility  
Constitution, Articles 6 and 7

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#### Commitment

OPSEU/SEFPO is committed to providing our services in a way that ensures accessibility for Ontarians with disabilities. Reasonable efforts will be made to ensure that:

Persons with disabilities are provided equal opportunity to obtain, use and benefit from OPSEU/SEFPO's services;

Services are provided in a manner that respects the dignity and independence of persons with disabilities;

The services provided to persons with disabilities are integrated with the provision to others unless an alternative measure is necessary;

Communications with a person with a disability are conducted in a manner that takes the person's disability into account;

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/SEFPO Head Office, Regional Office and Membership Centre locations and employees, and to all workplaces or practices under OPSEU/SEFPO'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.

**Policy Review:**

This policy shall be reviewed on a yearly basis. Any questions about this policy may be directed to Employee Relations (Head Office).

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.

**Definitions**

Term	Definition
<b>Assistive Devices</b>	Auxiliary aids such as communication aids, cognition aids, personal mobility aids and medical aids (e.g., canes, crutches, wheelchairs or hearing aids).
<b>Disability</b>	As per the Ontario Human Rights Code, “disability” means: <ul style="list-style-type: none"> <li>• 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;</li> <li>• A condition of mental impairment or a developmental disability;</li> <li>• A learning disability or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language;</li> <li>• A mental disorder; or</li> <li>• An injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act.</li> </ul>
<b>Persons with Disabilities</b>	Individuals who have a disability as defined under the Ontario Human Rights Code (and above).
<b>Service Animals</b>	Animals individually trained to do work or perform tasks for the benefit of a person with a disability.
<b>Support Persons</b>	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.

**Communication**

We will communicate with people with disabilities in ways that take into account their disability.

**Telephone Services**

We are committed to providing fully accessible telephone.

We will offer to communicate by email, TTY, relay services if telephone communication is not suitable to their communication needs or is not available.

## Assistive Devices

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

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.

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

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.

The notice will be placed at all public entrances.

## Training for Staff

Training will be provided to all staff. New employees will be provided with training upon the commencement of their duties.

Training will include:

- The purpose of the *Accessibility for Ontarians with Disabilities Act* and the requirements of the customer service standard;
- How to interact and communicate with people with various types of disabilities;
- How to interact with people with disabilities who use an assistive device or require assistance of a service animal or a support person.

#### 14. Biological Monitoring of Workers

**Effective Dates:** May 14-15, 2003 [B9]

**Application:** OPSEU/SEFPO-wide

**Related:** Health and safety, technology

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OPSEU/SEFPO 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.

## 15. Mandatory Flu Shots

Effective Dates: March 7-8, 2001 [B36])

Application: OPSEU/SEFPO-wide

Related: Health and safety

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OPSEU/SEFPO opposes mandatory flu shots.

## 1.2 Campaigns



**1.2 GENERAL POLICY – Campaigns****1. Equal Representation for Persons with Disabilities**

Effective Date: May 19-20, 2004 [B38]

Application: OPSEU/SEFPO-wide

Related: accessibility, discrimination, harassment

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OPSEU/SEFPO will encourage the provincial government to lead the way to a more equal representation of persons with disabilities in the workplace.

**1.2 GENERAL POLICY – Campaigns****2. Strengthening the Ontarians with Disabilities Act**

Effective Date:	Convention 2002 [C64]
Application:	OPSEU-SEFPO-wide; ODA Committee
Related:	accessibility, harassment, discrimination Constitution, Article 7

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OPSEU/SEFPO continue to work in conjunction with the *Ontarians with Disabilities Act* (ODA) Committee, the National Union of Public and General Employees (NUPGE), the Ontario Federation of Labour (OFL), the Canadian Labour Congress (CLC) and any other labour-friendly organization to strengthen the legislation and its application.

### 3. Women

#### 3.1 The Double Impact of Public Sector Cutbacks

Effective Dates: April 8-10, 1999 [C39]

Application: OPSEU/SEFPO-wide; Bargaining Team; PWC

Related: Bargaining, women, equity, child care

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OPSEU/SEFPO 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/SEFPO will continue to demand that the provincial government maintain and expand our system of public caring services for all women.

OPSEU/SEFPO, working with the Provincial Women's Committee will formulate a unifying and progressive position on women's unwaged work.

OPSEU/SEFPO, along with the National Union of Public and General Employees (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.

**1.2 GENERAL POLICY – Campaigns****3.2 A Program for OPSEU/SEFPO**

Effective Dates: November 1-4, 1984 [C32]

Application: OPSEU/SEFPO-wide

Related: bargaining, women, equity, child care

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OPSEU/SEFPO will lobby for the following:

1. Ontario and federal human rights laws must be amended to provide for mandatory affirmative action programs. A "contract compliance policy" would require that governments deal only with employers who have an effective government-approved affirmative action program. Such a program would have to meet the guidelines established by legislation.
2. The law must set up uniform guidelines and criteria by which affirmative action programs 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 program.
  - 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 programs 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 program.
  - e. When disputes arise, the parties must have access to a dispute resolution mechanism either arbitration or the appeal board set out in 3, below.
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.

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.
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.
6. Legislation must be adopted to provide for equal pay for work of equal value.
7. The Ontario Public Service and community colleges affirmative action programs 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 programs; the program 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 program is a serious one and capable of succeeding.
8. The program must be extended to all public sector employees who come under Ontario government jurisdiction and funding.
9. Free, universal, publicly-funded quality child care for children from birth to age 12 must be available as an essential social right to every family wishing to use the service.

**1.2 GENERAL POLICY – Campaigns****4. Successor Rights**

Effective Dates:	1. May 19-20, 2004 [B21]; 2. November 6-8, 1987 [C]
Application:	OPSEU/SEFPO-wide
Related:	Organizing (Long Term Care Restructuring) Procedure Manual

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**1. Restoring Successor Rights for Crown Employees**

OPSEU/SEFPO call on the provincial government to keep the promise to restore successor rights to Crown employees.

**2. Fighting for Successor Rights and Retraining**

OPSEU/SEFPO 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 restorative nursing assistants).

**1.2 GENERAL POLICY – Campaigns****5. Pay Equity**

Effective Date: 1. May 19-20, 2004 [B45]  
2. January 20, 2021 [B20], May 19-20, 2004 [B45]

Application: OPSEU/SEFPO-wide

Related: pay equity, dues collection, staff resources (pay equity negotiators), training, child care

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**1. National Child Care Plan**

OPSEU/SEFPO 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.

**2. Adjustments**

OPSEU/SEFPO will continuously take the lead and lobby all provincial governments to provide adequate funding for pay equity adjustments to women, while at the same time preserving vital public services.

**1.2 GENERAL POLICY – Campaigns****6. Child Care and Parental Leave**

Effective Dates: 1. January 30-31, 1997 [B11];  
2. September 9-10, 1998 [B15], September 10-11, 1997 [B16], January 30-31, 1997 [B11]

Application: OPSEU/SEFPO-wide

Related: child care, parental leave

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**1. Child Care Compensation**

OPSEU/SEFPO 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.

**2. Parental Leave**

OPSEU/SEFPO 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.



**1.2 GENERAL POLICY – Campaigns****7. Poverty and Child Poverty**

Effective Dates: 1. January 30-31, 1997 [B11];  
2. May 19-20, 2004 [B19]

Application: OPSEU/SEFPO-wide

Related: poverty, contributions

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**1. General**

OPSEU/SEFPO will develop strategies to ensure adequate funding for the poor.

**2. Ending Child Poverty**

OPSEU/SEFPO 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.

**1.2 GENERAL POLICY – Campaigns****8. Ontario Disability Support Program**

Effective Dates: May 14-15, 2003 [B23];  
Convention 2004 [C56]

Application: OPSEU/SEFPO-wide

Related: accessibility, discrimination

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**1. Access and Service**

This diverse and supportive Union will send a clear and precise message that OPSEU/SEFPO will not tolerate the slashing of funding to the Ontario Disability Support Program (ODSP), health care and all public services they fund.

OPSEU/SEFPO, in cooperation with other like-minded organizations, will lobby the Government of Ontario to improve accessibility to the ODSP for those who depend on it, and to increase staffing to levels adequate to provide the required service.

**2. Strengthening**

OPSEU/SEFPO, in cooperation 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/SEFPO will also lobby the federal government to develop and enact an effective Canadians with Disabilities Act.

**1.2 GENERAL POLICY – Campaigns****9. Workfare**

Effective Dates:    1. January 27-28, 1999 [B2];  
                          2. Convention 2000 [C16];  
                          3. June 25, 1996 [B10]

Application:        OPSEU/SEFPO-wide

Related:            unemployed workers

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**1. General**

OPSEU/SEFPO 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/SEFPO which represents the workers who provide public services.

Where Workfare placements are present in OPSEU/SEFPO workplaces, members of OPSEU/SEFPO will oppose the use of these workers as free labour, but not the workers themselves.

Where Workfare placements are present in OPSEU/SEFPO workplaces, OPSEU/SEFPO will attempt to ensure that these workers are afforded basic protections in the workplace.

**2. Naming**

OPSEU/SEFPO will continue to oppose the use of “workfare” and expose the facts surrounding the victimization of the poor.

OPSEU/SEFPO supports the right of all unorganized, under-employed and unemployed workers to have decent jobs with decent wages, benefits and working conditions.

**3. Funding United Way**

OPSEU/SEFPO 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.

OPSEU/SEFPO 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.

**10. Contract Work**

Effective Date: November 6-8, 1987 [C]

Application: OPSEU/SEFPO-wide

Related: contract work

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OPSEU/SEFPO will work to expose the injustices that currently exist in contracted work arrangements.

### 11. Electronic Monitoring

Effective Date: November 1-3, 1985 [C55]

Application: OPSEU/SEFPO-wide

Related: biological monitoring, technology

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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/SEFPO 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.

**1.2 GENERAL POLICY – Campaigns****12. Sweatshops**

Effective Dates:     1. Convention 1999 [C8];  
                              2. May 15-16, 2002 [B20]

Application:           OPSEU/SEFPO-wide; Bargaining Teams

Related:               international solidarity fund

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**1. Purchasing**

OPSEU/SEFPO continue to “Practice what they Preach” and not buy apparel or products, etc., from sweatshops, or countries that promote them.

**2. “No Sweat” Campaign**

OPSEU/SEFPO endorses and encourages its members to actively participate in the “No Sweat” campaign of the Canadian Labour Congress, UNITE, Maquila Solidarity Network, Oxfam Canada, and Students Against Sweatshops-Canada, lobbying public institutions to adopt “No Sweat” purchasing policies.

OPSEU/SEFPO 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.

**1.2 GENERAL POLICY – Campaigns****13. Anti-Racism**

Effective Dates:    1.   May 19-20, 2004 [B41]  
                          2.   Contributions of Indigenous People and People of Colour

Application:        OPSEU/SEFPO-wide

Related:             equity, human rights, racialized

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**1. Anti-Racist Education**

OPSEU/SEFPO will pressure the Ontario Human Rights Commission (OHRC) to restore confidence in Ontarians by vigorously enforcing the *Human Rights Code*. OPSEU/SEFPO will also pressure the government to establish a Racial Diversity Secretariat.

OPSEU/SEFPO will lobby government departments to restructure its business of government, including policy development, and deliver its services from an anti-racist perspective.

**2. Contributions of Indigenous People and People of Colour**

OPSEU/SEFPO, 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 Indigenous People and People of Colour into the education system.

(September 15-16, 1999 [B14])

**1.2 GENERAL POLICY – Campaigns****14. Post-Secondary Education – Tuition and Funding**

Effective Dates:     1. September 10-11, 1997 [B17];  
                          2. Convention 2000 [10]  
                          3. May 15-16, 2002 [B20]  
                          4. May 15-16, 2002 [B20]  
                          5. January 30-31, 1997 [B11]

Purpose:                OPSEU/SEFPO-wide

Related:              education, tuition

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**1. Solidarity**

OPSEU/SEFPO 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.

**2. Post-Secondary Education – Support**

OPSEU/SEFPO 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/SEFPO 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.

**3. Schools – Government Funding**

OPSEU/SEFPO 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 textbooks and materials are provided to each student at all levels of education.

**4. Apprenticeship Training – Tuition Fees**

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

**5. Opposition to Fee Increases**

OPSEU/SEFPO will oppose any tuition fee increase for students in Ontario community colleges and universities.



**1.2 GENERAL POLICY – Campaigns****15. Anti-Violence**

Effective Dates: 1. September 18-19, 2001 [B25];  
2. May 19-20, 2004 [B55];  
3. December 7-9, 1994 [B45]

Application: OPSEU/SEFPO-wide

Related: women, children, violence, poverty, international, contributions

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**1. Violence and Poverty**

OPSEU/SEFPO 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/SEFPO reaffirms the policies and programs to end all forms of violence against women and children around the world.

OPSEU/SEFPO will lobby to reinstate funding to women's shelters.

**2. Anti-Domestic Violence**

OPSEU/SEFPO will continue to work with anti-domestic violence coalitions.

**3. White Ribbon Campaign**

The White Ribbon Campaign has gained exposure with their campaign on violence against women, organized around the December 6th Day of Mourning. OPSEU/SEFPO continue to support the White Ribbon Campaign and Brothers in each Region of OPSEU/SEFPO be encouraged to organize regional campaigns in cooperation with the White Ribbon Campaign and to promote the campaign in our work places and communities.

**1.2 GENERAL POLICY – Campaigns****16. Health, Safety, Screening**

Effective Date: [Embedded below]

Application: OPSEU/SEFPO-wide

Related: public services, health and safety

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**1. Protection for Health Care Workers**

OPSEU/SEFPO lobby the government and employers to provide overall protection for workers who may be adversely affected by “code orange” and “new normal initiatives.” Examples of such would include Severe Acute Respiratory Syndrome (SARS), mass casualties.

(March 20, 2019 [B46]; Convention 2004 [15])

OPSEU/SEFPO demand full protection of health and safety of all workers who may be exposed to Severe Acute Respiratory Syndrome (SARS).

(Convention 2003 [41])

**2. Safety Engineered Devices to Prevent Sharp Injury**

OPSEU/SEFPO will lobby the provincial government to introduce legislation mandating the use of engineered safety devices in all health care settings.

(Convention 2004 [7])

**3. Sickle Cell Disease**

OPSEU/SEFPO through the CLC will lobby the federal and provincial governments to:

- Implement mandatory screening for all infants who are potential victims of Sickle Cell disease, and
- Provide adequate funding for Sickle Cell research.

(Convention 2002 [C61])

### 17. Sports and Recreation Programs and Funding

Effective Date: May 15-16, 2002 [B20]

Application: OPSEU/SEFPO-wide

Related: public services, privatization

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OPSEU/SEFPO 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.

**18. Secondary Picketing**

Effective Date: Convention 2002 [C9]

Application: OPSEU/SEFPO-wide

Related: strikes

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OPSEU/SEFPO 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/SEFPO will support action, anywhere in Canada to oppose any provincial action to pass legislation that is in opposition to the Supreme Court ruling.

**19. Media Concentration and Bias**

Effective Date: September 18-19, 2001 [B40]

Application: OPSEU/SEFPO-wide

Related: ---

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OPSEU/SEFPO 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.

## 20. General Agreement on Trade in Services

Effective Date: 2004 [C49]

Application: OPSEU/SEFPO-wide

Related: ---

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OPSEU/SEFPO 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 *General Agreement on Trade in Services* (GATS) will have on their ability to make decisions in the best interest of the public.

OPSEU/SEFPO will ensure that the National Union continues to endorse the principle of excluding all health care, education and public services from GATS talks.

OPSEU/SEFPO 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.

### 21. Common Purpose Procurement

Effective Date: Convention 2002 [C40]

Application: OPSEU/SEFPO-wide; President

Related: ---

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OPSEU/SEFPO will engage its members to continue to document and increase public awareness of Common Purpose Procedure boondoggles; and the President of OPSEU/SEFPO will continue to expose the waste and boondoggles.

## 22. Sexual Harassment

Effective Date: September 15-16, 1999 [B14]

Application: OPSEU/SEFPO-wide; President

Related: Harassment, human rights, arbitration

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OPSEU/SEFPO 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.



### 1.3 Practices

**1.3 GENERAL POLICY – Practices****1. Relationship with Government**

Effective Date: October 19-21, 1993 [B17]

Application: OPSEU/SEFPO-wide

Related: ---

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OPSEU/SEFPO's policy will be that we have no relationship with any government other than a working relationship.

**1.3 GENERAL POLICY – Practices****2. Political Affiliations and Support**

Effective Date: 1. October 20-21, 1993 [B18];  
2. May 23, 1997 [B13]

Application: OPSEU/SEFPO-wide

Related: ---

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**1. Affiliations**

OPSEU/SEFPO policies state that we will have no affiliation to any political party.

**2. Support**

OPSEU/SEFPO officially supports the NDP both provincially and federally.

### 3. OPSEU/SEFPO Functions

Effective Dates:     1. January 17, 2018 [B5], March 26-27, 1991 [B20];  
                          2. April 13, 2005 [B6];  
                          3. April 13, 2005 [B8]  
                          4. October 21-23, 2003 [B29]  
                          5. No date provided

Purpose:                OPSEU/SEFPO-wide

Related:              meetings, sustainable, health and safety

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#### 1. Sustainable Materials

Whenever possible OPSEU/SEFPO will try to minimize the 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 promote the use of reusable containers and municipal tap water; and OPSEU/SEFPO Locals and members will observe this policy in a united effort to reduce waste and promote environmentally sustainable practices and protect the environment.

#### 2. Nut Products

OPSEU/SEFPO Convention and meeting participants are to refrain from bringing nut products to OPSEU/SEFPO 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/SEFPO 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/SEFPO representatives (elected and staff) that coordinate OPSEU/SEFPO 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.

#### 3. Fair Trade Coffee

OPSEU/SEFPO will insist on fair trade coffee supply clauses in all meeting, Convention and Educational contracts with hotels.

OPSEU/SEFPO Regional Offices and OPSEU/SEFPO Head Office coffee supplies will be purchased via certified fair trade suppliers.

A list of suppliers will be made available to all OPSEU/SEFPO members and staff. As well OPSEU/SEFPO will offer a fair trade booth location at the OPSEU/SEFPO Convention and will add appropriate fair trade links to its website.

#### 4. Fragrance-Free Awareness

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/SEFPO will promote that all OPSEU/SEFPO-sponsored meetings and functions attended by OPSEU/SEFPO members will remain free of chemical-based scented products.

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.

Efforts to reduce exposures to chemical-based scented products will include:

- All OPSEU/SEFPO meeting notices will contain a statement that: "Persons attending OPSEU/SEFPO 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/SEFPO 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/SEFPO meetings are held will be requested to ensure that OPSEU/SEFPO 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/SEFPO Head Office, Regional offices and membership centres;

- OPSEU/SEFPO Head Office, Regional offices and membership centres will endeavour to use cleaning products that are unscented and least likely to provoke negative health effects such as asthma, respiratory irritation and headaches;
- OPSEU/SEFPO Head Office, Regional offices and membership centres will endeavour to use the least toxic products available to perform remodelling and maintenance work.

It will be the responsibility of the Chair or OPSEU/SEFPO staff at OPSEU/SEFPO-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.



## 5. Health and Safety: Smoking Policy

All OPSEU/SEFPO functions shall be smoke free. This shall include all Local and Central Union functions for both social and Union business functions.

#### 4. Raiding

Effective Date: September 15-16, 1999 [B14]

Application: OPSEU/SEFPO-wide

Related: privatization

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The Tory government's agenda of cutbacks, privatization, and downloading of services has disrupted OPSEU/SEFPO workplaces and the lives of individual members across Ontario, and outside groups, often with the encouragement of management, have tried to take advantage of the chaos by attempting to raid our Union.

Members deserve the full support of OPSEU/SEFPO in resisting these diversions and attacks against their work and their Union. OPSEU/SEFPO will take whatever measures are necessary to protect our members from raiding, including providing accurate information about these rogue "unions", and 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.

**5. Union Busting**

Effective Date: February 24-25, 1988 [B1]

Application: OPSEU/SEFPO-wide

Related: ---

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OPSEU/SEFPO will commit itself to stop organizations from Union busting and keep the membership informed of who these organizations are.



**6. Anti-Violent Action**

Effective Date: October 25-27, 1995 [B8]

Application: OPSEU/SEFPO-wide

Related: training, education, anti-violence

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OPSEU/SEFPO will be on record as opposing violent action and do all in its power to train members in non-violent action.

## 7. Technological Change

Effective Dates: June 9-12, 1982 [C], May 7-8, 1982 [B10]

Application: OPSEU/SEFPO-wide

Related: education, technology, health and safety

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1. OPSEU/SEFPO will adopt a policy regarding technological change encompassing a plan of action to include:
  - a. The development of a bargaining proposal package to be circulated to Locals and presented at appropriate demand setting meetings for all OPSEU/SEFPO contracts for the memberships' consideration to include the principles of:
  - b. No layoffs as a result of the introduction of microelectronic applications into the workplace or associated changes in work procedure.
  - c. Retraining programs for members whose jobs become redundant as the result of above (a) to be provided at the employer's time and expense.
  - d. Broader provisions for paid educational leave.
  - e. A move toward shorter working hours and/or increased vacation periods.
  - f. A mechanism to ensure for workplace democracy or co-determination regarding work design, working conditions and implementation plans of microelectronic applications.
  - g. Protection for the health and safety of our members as is related to the use of microelectronic applications.
2. The development of an on-going education package on technological change and the workplace, which could be presented as part of OPSEU/SEFPO 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
4. In recognizing the commendable beginning that OPSEU/SEFPO 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 program of OPSEU/SEFPO on the issue of technological change.

## 8. Arts Coalition

Effective Date: December 11-13, 1996 [B29]

Application: Applies to .....

Related: ---

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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/SEFPO continue to support the new Arts Coalition. The Coalition participated actively during the Metro Days of Action.

By adopting the Arts Coalition, OPSEU/SEFPO would assist them with printing, photocopying, faxing or other support that will provide advice to the coalitions with their organizing efforts. OPSEU/SEFPO's links with the Arts Coalition is natural. It was proposed that OPSEU/SEFPO provide the home for the newly formed Arts Coalition.

OPSEU/SEFPO adopt the Arts Coalition and provide the necessary support to ensure the Arts Coalition remains active.

## 9. Strategic Planning

Effective Dates: December 11-12, 1997 [B10]

Application: OPSEU/SEFPO-wide; Executive Board Members

Related: communication

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OPSEU/SEFPO will redouble 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/SEFPO to members, future members, and the public.

All Broader Public Service (BPS) Sector Executives are to take on the mandate to establish priorities for collective agreements in each of their sectors.

## 10. Women and Affirmative Action: Staffing and Resources

Effective Dates: November 1-4, 1984 [C32]

Application: OPSEU/SEFPO-wide, PWC

Related: women, women's conference

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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.

The Union must continue its conscious effort to increase the number of women in under-represented job classifications on staff.

**11. Harassment and Discrimination Support**

Effective Dates: Convention 2004 [C23]

Application: OPSEU/SEFPO-wide

Related: harassment, discrimination

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OPSEU/SEFPO will establish, promote and monitor a 1-800 line to permit all members of OPSEU/SEFPO experiencing harassment and discrimination in the workplace or in the Union to contact the Union.

## 12. WSIB/WSIAT Representation and WSIB Compensation

Effective Dates: 1. October 23, 2013 [B9];  
2. May 15-16, 2002 [B20]

Application: OPSEU/SEFPO-wide

Related: Representation  
See Procedures Manual

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### 1. All Members

OPSEU/SEFPO 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/SEFPO 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/SEFPO 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.

## 2. Emergency Service Workers – Compensation from WSIB

OPSEU/SEFPO supports the efforts of all emergency service workers in Ontario in their endeavours to secure compensation from the Ontario WSIB for injuries, diseases and illnesses incurred in the performance of their duties, especially through exposure to hazardous conditions and materials.



#### 1.4 Government-Led Initiatives

**1.4 GENERAL POLICY – Government-Led****1. Indigenous Land Claims**

Effective Dates:     1. Convention 1991 [C25];  
                          2. April 27, 1994 [B20];  
                          3. April 27, 1994 [B21]

Application:         OPSEU/SEFPO-wide; Negotiating teams

Related:             negotiations

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**1. Negotiations**

OPSEU/SEFPO 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.

OPSEU/SEFPO expand its contacts with Native groups working for justice and to lobby the federal government to resolve all outstanding land claims in a timely manner.

**2. Job Protection**

OPSEU/SEFPO members are concerned about our current policy on Native issues; therefore, our policy be revised to state: that while OPSEU/SEFPO fully supports Native issues, our obligation and responsibility lies with protecting our members' jobs.

**2. Safeguarding Rights and Jobs**

Any negotiations exploring the transfer of management, or co-management must include OPSEU/SEFPO representation to safeguard the rights and jobs of OPSEU/SEFPO employees.

**1.4 GENERAL POLICY – Government-Led****2. Mega-Bills**

Effective Date: May 14-15, 2003 [B19]

Application: OPSEU/SEFPO-wide

Related: ---

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OPSEU/SEFPO lobby the provincial government to cease and desist from the practice of dealing with mega-bills and that such practice become against the law.

**1.4 GENERAL POLICY – Government-Led****3. Shifting Responsibilities to Municipalities**

Effective Date: June 9 12, 1982 [C]

Application: OPSEU/SEFPO-wide

Related: ---

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OPSEU/SEFPO will reaffirm its commitment to fighting these transfers by enlisting the cooperation of Locals and municipalities involved in a major fight back to stop this trend.

**1.4 GENERAL POLICY – Government-Led****4. Relocation of Government Operations**

Effective Dates: November 23-24, 1977 [B2]

Application: OPSEU/SEFPO-wide; Local President; Executive Board Members

Related: ---

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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.

## 5. Accessibility Workplace Committees

Effective Date: May 19-20, 2004 [B25]

Application: OPSEU/SEFPO-wide; Equity Unit; Disability Rights Caucus

Related: accessibility

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All Ontario ministries are required under the *Ontarians with Disabilities Act* (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.

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. Frontline staff could only refer to an OPSEU/SEFPO member and due to the nature of the committee, the OPSEU/SEFPO representative should be a person with a disability.

OPSEU/SEFPO in cooperation with like-minded organizations lobby the provincial government to have an OPSEU/SEFPO member sit on each of these committees and this member be selected through a co-operative process involving the ministry Enforcement Renewal Committees, Disability Rights Caucus and the Equity Unit.

OPSEU/SEFPO pressure the government to create such committees in all workplaces that receive a significant portion of their funding through Ontario tax dollars.

**6. Environment: Tax laws; Enforcement**

Effective Date: Convention 2004 [C37]

Application: OPSEU/SEFPO-wide

Related: environment

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OPSEU/SEFPO 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.

**1.4 GENERAL POLICY – Government-led****7. Water: Testing; Private Facilities; Ontario Clean Water Agency; Walkerton**

Effective Date:     1. Convention 2002 [C8];  
                          2. Convention 2002 [C26];  
                          3. May 19-20 2004 [B18]  
                          4. Convention 2002 [25]

Application:        OPSEU/SEFPO-led

Related:            ---

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**1. Testing**

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.

**2. Private Facilities**

OPSEU/SEFPO 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.

**3. Ontario Clean Water Agency**

OPSEU/SEFPO will lobby the provincial government to recognize the importance of their work and identify them accordingly with the status of skilled tradespeople.

**4. Walkerton – Lessons**

OPSEU/SEFPO, 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

OPSEU/SEFPO, 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.



**1.4 GENERAL POLICY – Government-led****8. Food: Inspection; Genetic Modification**

Effective Dates: 1. Convention 2002 [C39];  
2. Convention 2002 [C60]

Application: OPSEU/SEFPO-wide

Related: ---

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**1. Inspection**

OPSEU/SEFPO will continue to raise awareness of the threat posed to the public by inappropriate political and employment relationships within the Ontario Ministry of Agriculture, Farming, and Rural Affairs (OMAFRA).

**2. Genetic Modification**

OPSEU/SEFPO 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/SEFPO, 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.

## 9. Health Care: Funding; Cuts; Delisting of Medical Procedures; Medical Labs; Job Security

Effective Dates:     1. Convention 2002 [C63];  
                          2. September 15-16, 1999 [B14];  
                          3. Convention 1999 [C40];  
                          4. Convention 1992 [C16];  
                          5a. November 1-4, 1984 [C36]; 5b. April 27-29, 1995 [C]

Application:         OPSEU/SEFPO-wide

Related:             privatization

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### 1. Funding

OPSEU/SEFPO condemns the imposition of user fees and calls upon all levels of government to fully fund health care.

OPSEU/SEFPO 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.

### 2. Cuts

OPSEU/SEFPO 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/SEFPO 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/SEFPO 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.

### 3. Delisting of Medical Procedures

OPSEU/SEFPO strongly lobby the provincial government to restore funding for the delisted medical procedures that were once covered by OHIP and no longer are which are primarily affecting women and children.

OPSEU/SEFPO work with coalition partners to educate communities as to how public health care has been undermined.

#### **4. Medical Labs**

OPSEU/SEFPO 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/SEFPO demands that the government tell private lab companies that they have become redundant and their services are no longer needed.

#### **5. Job Security**

##### **5a. Health care deterioration and job security of Registered Nursing Assistants**

OPSEU/SEFPO 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.

##### **5b. Broader Public Service health care workers**

OPSEU/SEFPO must continue to pursue and support an employment security agreement for Broader Public Service (BPS) health care workers that includes mandatory hiring, mandatory interviewing, and recognizes seniority as laid out in our collective agreement.

## 10. Placement of Former Residential Clients

Effective Date: January 30-31, 1997 [B11]

Application: OPSEU/SEFPO-wide

Related: ---

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OPSEU/SEFPO 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.

## 11. Employee Assistance Programs: Principle; Financial Support

Effective Dates: 1. May 17-18, 1979 [B20], June 14-16, 1979 [C22];  
2. April 10-11, 1991 [B9]

Application: OPSEU/SEFPO-wide

Related: Employee assistance

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### 1. Principle

The 1979 Convention adopts the principle of employee assistance programs (EAPs); and OPSEU/SEFPO will work jointly with the employer to develop and implement an effective and meaningful employee assistance program.

In the development of EAPs, 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/SEFPO member.

OPSEU/SEFPO endorses the establishment of joint venture EAPs 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.

### 2. Financial Support

OPSEU/SEFPO Locals which conform to these guidelines can apply for financial support and OPSEU/SEFPO will make available a once-only contribution of up to one thousand dollars (\$1,000), on a per program basis, to Locals setting up a new employee assistance program. 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.

## 12. Privatization

### 12.1 Alternatives and Improved Government Services

Effective Date: December 11-13, 1996 [B26]

Application: OPSEU/SEFPO-wide

Related: privatization

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OPSEU/SEFPO will:

1. Commit the necessary resources to assist members in improving government services and developing alternatives to privatization, including worker cooperatives 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.

**12.2 Organizing**

Effective Date: December 11-13, 1996 [B26]

Application: OPSEU/SEFPO-wide

Related: privatization

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OPSEU/SEFPO 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/SEFPO 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.

### 12.3 Exchange of Information

Effective Date: December 11-13, 1996 [B26]

Application: OPSEU/SEFPO-wide

Related: privatization, internal communication

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OPSEU/SEFPO will establish a communications system to enable members, leaders and staff on an on-going basis to exchange information about privatization, strategy and tactics.



**1.4 GENERAL POLICY – Government-led****12.4 Education**

Effective Date: December 11-13, 1996 [B26]

Application: OPSEU/SEFPO-wide

Related: education, privatization

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OPSEU/SEFPO 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/SEFPO membership.

A basic course in workplace tactics and direct action will be developed for use in Regional and Local educationals.

### 12.5 Information and Research

Effective Date: December 11-13, 1996 [B26]

Application: OPSEU/SEFPO-wide; Anti-privatization team; Members

Related: privatization

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OPSEU/SEFPO 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.

### 12.5 Mobilization

Effective Date: December 11-13, 1996 [B26]

Application: OPSEU/SEFPO-wide

Related: privatization

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OPSEU/SEFPO will provide full support for anti-privatization activities and tactics, including workplace organizing, legislative lobbying, corporate campaigns, and direct action, and

Provide necessary staffing and financial support for activating community coalitions.

**12.6 Ontario Colleges of Applied Arts and Technology**

Effective Date: September 15-16, 1999 [B14]

Application: OPSEU/SEFPO-wide

Related: privatization

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OPSEU/SEFPO 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.

### 12.7 Postal Services

Effective Date: February 3-5, 1989 [C]

Application: OPSEU/SEFPO-wide

Related: privatization

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OPSEU/SEFPO 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.

### 12.8 Public Private Partnerships

Effective Date: Convention 2004 [C22]

Application: OPSEU/SEFPO-wide

Related: privatization

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OPSEU/SEFPO will continue to work with our partners in the labour movement and the broader community to expose and oppose Public Private Partnerships (P3) projects that strip resources from the public sector.

When faced with P3 projects, OPSEU/SEFPO 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.

### 12.9 Service Delivery

Effective Date: June 25, 1996 [B18]

Application: OPSEU/SEFPO-wide

Related: privatization

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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. Each type relates to public interest and accountability to the public, ranging from much accountability to zero accountability.

Our goal as a Union and as citizens is to ensure that services remain accountable and relevant to the communities they serve. Where successive governments have abandoned a government role to guarantee fully accountable public services for the public good, OPSEU/SEFPO will 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/SEFPO.

OPSEU/SEFPO will also examine all options for service delivery, including employee and worker ownership, and community and worker cooperatives, but any option will have mechanisms to ensure accountability to the community or communities receiving the service.

### 12.10 Stop All Privatization

Effective Date: September 15-16, 1999 [B19]

Application: OPSEU/SEFPO-wide

Related: privatization

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There is mounting evidence that private sector service delivery actually increases costs while reducing working conditions and the quality of our public services. 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.

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.

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 privatization has a greater negative impact on women. OPSEU/SEFPO will 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.



### 13. Harassment: Mediation/Arbitration Panels

Effective Date: January 30-31, 1997 [B11]

Application: OPSEU/SEFPO-wide

Related: harassment

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OPSEU/SEFPO is committed to a harassment free, safe workplace. The disruption of sexual harassment cases to the workplace is exacerbated by the cases often taking years to be heard, and these delays further poison the work environment and interfere with the running of Locals.

OPSEU/SEFPO 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. All sexual harassment cases be expedited directly to these mediation/arbitration panels.

**1.4 GENERAL POLICY – Government-led**

**14. All Health and Safety:** Certification; Requirements; Legislative Objectives; Working Alone; Violence in the Workplace; Joint Training; Stress Levels in the Workplace; Injured Workers

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide

Related: education, privatization, health, violence

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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/SEFPO approval certified health and safety instructors registered through the Worker's Health and Safety Centre.

(October 19-21, 1993 [B40]; October 20-22, 1992 [B15]; April 4-5, 1990 [B6] (amalgamated policies) January 30, 2013 [B12])

**Requirement for Certified Health and Safety Instructors**

All health and safety instructors must have completed OPSEU/SEFPO's course on health and safety prior to delivering certification instruction to OPSEU/SEFPO's worker certified members.

(October 21-23, 2003 [B28])

**Legislation Objectives**

Full Protection for Workers

OPSEU/SEFPO 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 [C13])

OPSEU/SEFPO opposes the privatization of all public services and proposes that all social services including correctional and direct care services be fully funded by the government.

Unsafe Working Conditions: OPSEU/SEFPO will lobby to change the legislation to incorporate the following elements:

- worker safety representatives must have authority to order a halt to work when conditions are unsafe;
- Joint Health and Safety Committees (JHSCs) must be authorized to require employers to remove threats to the health and safety of workers;
- workers must be fully protected from reprisals by employers;
- workers must be provided with full pay during any health and safety related work shutdown;
- workers must have the right to employer-paid time off for independent health and safety training;
- all workers must have the unhindered right to refuse unsafe work; and
- workers must have the right to inspect and monitor the workplace on a routine basis.

(June 14-15, 1989 [B32])

### **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 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.

### **Violence in the Workplace**

OPSEU/SEFPO 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/SEFPO 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/SEFPO 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 [B20]; January 30, 2013 [B13])

### Joint Training

OPSEU/SEFPO 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;

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/SEFPO and to the local union President.

(December 3-4, 1987 [B11])

### Stress Levels in the Workplace

The Union will:

- Undertake to develop educational programs to educate the membership to identify, cope and eliminate stress levels on their jobs;
- Provide educational material, including how to set up joint employee assistance programs, to the Locals regarding stress;
- Develop up to date lists of community based help groups to assist our members in the fields;
- To negotiate mental health leave clauses into all collective agreements.

(November 68, 1987 [C])

### 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 [B32])

## 1.5 Retirement and Pensions

## 1.5 GENERAL POLICY – Retirement and Pensions

### 1. All Policies

Effective Dates: [Embedded below]

Purpose: OPSEU/SEFPO-wide

Related: benefits, education, pensions, representative, retirement, sponsor, Trustee

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#### Vision Statement

All working people have a right to a retirement with dignity.

OPSEU/SEFPO is strategically placed in Canada's pension community as a sponsor of some of the largest pension plans in Canada. Since the 1980's, its fundamental principles have been the right to retire with dignity through joint sponsorship of pension plans. This is the only way that OPSEU/SEFPO members may be assured that their pension plans will survive and the pension promise will be met.

OPSEU/SEFPO continues to believe that the control of pension capital belongs in the hands of working people and that OPSEU/SEFPO can exercise a financial clout to rival that of the banks. OPSEU/SEFPO can make capital work in the public interest to support local communities – locally and globally.

As the leading pension sponsor, OPSEU/SEFPO will encourage cooperation among plans so that plans can learn from another and share their expertise so that working people can benefit.

Most OPSEU/SEFPO 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 [B6])

#### Sponsorship

OPSEU/SEFPO is a sponsor of OPTrust, Healthcare of Ontario Pension Plan (HOOPP), College of Applied Arts and Technology (CAAT) Pension Plan, OMERS, Canadian Blood Services, the OPSEU/SEFPO Staff Pension Plan and the OPSEU/SEFPO Pension Plan (TOPPs).  
(September 15-16, 2010 [B6])

The formal duties and responsibilities of exercising sponsorship are delegated through the organization within the framework of OPSEU/SEFPO's Constitution and plan documents.

For this reason, OPSEU/SEFPO 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/SEFPO'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/SEFPO is a sponsor are less clear or non-existent. OPSEU/SEFPO 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 [B6])

#### **The OPSEU/SEFPO Sponsor and Policy Development:**

As sponsor, OPSEU/SEFPO 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;

Governed responsibly by Trustees and sponsor representatives who are competent, knowledgeable, effective and cognizant of OPSEU/SEFPO policies.

This is what sets OPSEU/SEFPO's Trustees apart as *union* Trustees.

OPSEU/SEFPO 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 [B6])

#### **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/SEFPO 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 toward "no-raid" policies that allow plan members to stay in their pension plan regardless of where they work. In the alternative, OPSEU/SEFPO must continue to work to ensure portability between pension plans.

OPSEU/SEFPO expects its Trustees and sponsor representatives to work to encourage more collaboration between plans with a view to promoting OPSEU/SEFPO's pension agenda.

(September 15-16, 2010 [B6])

### **OPSEU/SEFPO Internal Development**

The Executive Board endorsed the recommendation of the Pension Liaison Committee that the status quo be maintained for the Ontario Pension Trust Sponsorship Committee. Sponsorship roles are spread throughout a number of leadership bodies in OPSEU/SEFPO. So, keeping the status quo does not mean that we do nothing. OPSEU/SEFPO shall ensure that all those with a sponsorship role have access to comprehensive and intensive training in pensions.

(March 4-5, 2009 [B23])

### **Trustee and Sponsor Representatives**

#### **General Principles:**

The following principles regarding pension plan Trustees and sponsor representatives are adopted by the Executive Board of OPSEU/SEFPO, with the understanding that all Trustees are subject to their obligations of fiduciary responsibility:

- OPSEU/SEFPO 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/SEFPO and be printed in the OPSEU/SEFPO Convention's Summary of Remuneration;
- Each Trustee or sponsor representative should file a written report on their activity and concerns, at least semi-annually;
- Any information, that can be lawfully released, should be provided to OPSEU/SEFPO 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 [B6])

#### **Overview of Responsibilities:**

OPSEU/SEFPO 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/SEFPO 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/SEFPO is responsible for ensuring that all Union-appointed sponsors and Trustees are sufficiently trained to carry out the policies of the Union.

OPSEU/SEFPO 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 [37])

In the event that a Trustee/sponsor representative who is an active or former OPSEU/SEFPO member or OPSEU/SEFPO employee is eligible to receive a stipend or honorarium, the stipend or honorarium will be paid directly to OPSEU/SEFPO.

OPSEU/SEFPO will also collect back payments to the extent possible. Any other OPSEU/SEFPO appointed Trustee/sponsor representative shall be paid the stipend or honorarium directly by the pension plan. OPSEU/SEFPO Trustee/sponsor representatives will only be reimbursed subject to OPSEU/SEFPO policy for expenses incurred in the performance of their duties.

(November 12, 2013 [B1])

### **Who are Trustees or Sponsor Representatives?**

OPSEU/SEFPO has a preference for plan members over staff for Trustee and sponsor representatives. Retirees are eligible to serve as Trustees.

(September 15-16, 2010 [B6])

### **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 on-going 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 [37])

### **Healthcare of Ontario Pension Plan:**

The Executive Board accepted the recommendation from the Trustees that Healthcare of Ontario Pension Plan (HOOPP) be now called the Healthcare of Ontario Pension Plan.

### **Ontario Pension Trust (OPT) Plan Amendments**

The OPSEU/SEFPO 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 [B18])

### **OPSEU/SEFPO Pension Plan Text**

The OPSEU/SEFPO Pension Plan text, dated as of January 1, 1993, be adopted by OPSEU/SEFPO and that the President of OPSEU/SEFPO execute the attached resolution as certification of adoption of the plan text, to be provided to the Board of Trustees of the OPSEU/SEFPO Pension Plan.

(December 7, 8, 9, 1994 [B])

### **Plan Design and Coverage**

#### **Pension Coverage:**

OPSEU/SEFPO must continue to press for an expanded Canadian Pension Plan, where appropriate, to provide a living wage for retired workers.

OPSEU/SEFPO 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/SEFPO 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 [B6])

#### **Protection of the Public Pension System:**

OPSEU/SEFPO 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 [B29])

OPSEU/SEFPO will take all steps necessary to protect public pension plans.

(April 17-19, 2008 [C35])

#### **Pension Reform:**

OPSEU/SEFPO 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.
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/SEFPO.
10. All aspects of superannuation should be subject to full negotiability.

(August 23-24, 1985 [B17])

OPSEU/SEFPO 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:

- Increased levels under the Canada Pension Plan from 25 to 50 per cent of pensionable earnings;
- Increased basic old age security pension indexed to the average industrial wage;
- Full portability of pensions;
- Pensions guaranteed in circumstances of closures and bankruptcies;
- 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 could not 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 do not 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/SEFPO'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/SEFPO expects our Trustees and sponsor representatives to persuade our plans to have on-going campaigns to enrol part-time workers

OPSEU/SEFPO 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 [B6])

**Types of Pension Plans**

There are two basic types of pension plans – defined benefit (DB) and defined contribution (DC). In a DB 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 Registered Retirement Savings Plan (RRSP). From the Union perspective, DB plans are far better.

(September 15-16, 2010 [B6])

**Defined Benefit 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 60 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 outdated 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/SEFPO 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 [B6])

#### **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/SEFPO strongly recommends that all plans do risk management studies to assess the plan risk of declining membership levels.

OPSEU/SEFPO believes that all jointly sponsored plans should be permitted to broaden their membership bases. On an on-going basis, OPSEU/SEFPO Trustees and sponsor representatives will be asked to report on, and OPSEU/SEFPO will monitor, membership strategies for each of the plans that it sponsors.

OPSEU/SEFPO will work with joint and co-sponsors to ensure a pro-active commitment to broaden plan membership.

(September 15-16, 2010 [B6])

#### **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/SEFPO 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/SEFPO 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/SEFPO can work with all plans in the interests of social pension justice for plan members.

(September 15-16, 2010 [B6])

**Portability:**

OPSEU/SEFPO 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/SEFPO 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 favouritism and thus divisiveness in the workplace; and second, the financing of such programs often adversely affects plan financing.

OPSEU/SEFPO 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 [B6])

**Mandatory Retirement**

The removal of the age barrier to employment will be expedited.

(Convention 2002 [41])

**Early Retirement**

OPSEU/SEFPO 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])

### **Bargaining Pensions**

If pensions and benefits are being bargained, expertise must be provided to negotiators through the Membership Benefits Unit.

OPSEU/SEFPO 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/SEFPO Sponsor and plan Trustees.

OPSEU/SEFPO will do all in its power to gain the necessary pension information, including actuarial valuations, from the employer.

(September 15-16, 2010 [B6])

### **Contingent Benefits**

Given the increased vulnerability of single employer defined benefit plans, some OPSEU/SEFPO plans have moved to contingent benefits, or benefits when the plan can afford it. OPSEU/SEFPO should not agree to contingent benefits, without full, detailed and independent information on plan funding.

(September 15-16, 2010 [B6])

### **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/SEFPO 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 [B6])

### **Defined Contribution (DC) Plans (Policy 1)**

OPSEU/SEFPO opposes the conversion of defined benefit to defined contribution plans.

And for those of our members who have DC plans, OPSEU/SEFPO 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 [B6])

### **Defined Contribution Plans (Policy 2)**

OPSEU/SEFPO opposes the conversions of defined benefit to defined contribution plans.

Some of our members in the broader public sector have DC plans. Ideally OPSEU/SEFPO 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/SEFPO 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.
- Work to include these members in our larger, jointly sponsored pension plans.
- Bargaining may also provide members covered by a DC plan with ways to make their DC plans work more effectively.

(September 15-16, 2010 [B6])

### **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/SEFPO 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/SEFPO 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/SEFPO's Trustees are not receiving the appropriate training through the pension industry.

OPSEU/SEFPO 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/SEFPO 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, on-going pension training and briefing at the requisite level must be provided to pension staff, staff representatives, researchers and negotiators.

OPSEU/SEFPO expects that the pension plans themselves should deliver retirement planning workshops specific to the plan.

(September 15-16, 2010 [B6])

### **OPSEU/SEFPO Strategies to Support Our OPSEU/SEFPO Pension Trustees**

OPSEU/SEFPO will investigate and make recommendation on the most appropriate structure to ensure that OPSEU/SEFPO provides the educational and research support to its members who are Trustees of pension plans.

(March 5-7, 1997 [27]).



**Plan Education Policy**

OPSEU/SEFPO Trustees and sponsor representatives must endeavour to establish an education policy for their plan to ensure transparency for plan members and so that OPSEU/SEFPO 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/SEFPO training in ~~section 10~~ above, it is recognized that sponsor representatives and Trustees need on-going training. Funding for such additional Trustee and sponsor representative training must be provided by the plan.

(September 15-16, 2010 [B6])

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 on-going 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 [37])

To build a pool of potential Trustees and sponsor representatives, OPSEU/SEFPO 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/SEFPO 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 [B6])

**Out-of-Country Travel/OPSEU/SEFPO Staff Pension Plan:**

OPSEU/SEFPO appointed Trustees be restricted to attending pension educational courses within Canada.

(December 9-10, 2009 [B3])

**Section 2. GOVERNANCE POLICIES**

This section provides OPSEU/SEFPO policies on the day-to-day oversight involved in governing the Union. It provides direction on the mechanisms and relationships that allow the Union to achieve its vision and purpose. Most of the policies in this section apply to all of OPSEU/SEFPO.

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**Acronyms Used in This Section:**

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<b>Acronym</b>	<b>Full Term</b>
BPS	Broader Public Sector
CAAT	Colleges of Applied Arts and Technology Colleges
CLC	Canadian Labour Congress
CoRW	Coalition of Racialized Workers
CPP	Canada Pension Plan
DB	Defined Benefit
EAP	Employee Assistance Program
EBM	Executive Board Member
GATS	General Agreement on Trade in Services
GIS	Guaranteed Income Supplement

HOOPP	Hospitals of Ontario Pension Plan
LEC	Local Executive Committee
MERC	Ministry Employer/Employee Relations Committee
NCCM	National Council of Canadian Muslims
NEL	Non-Economic Loss
NUPGE	National Union of Public and General Employees
OFL	Ontario Federation of Labour
OHRC	Ontario Human Rights Commission
OPT	Ontario Pension Trust
PHRC	Provincial Human Rights Committee
PLC	Pension Liaison Committee
PWC	Provincial Women's Committee
SIEF	Secondary Injury and Enhancement Fund
TOPP	The OPSEU/SEFPO Pension Plan
WSIB	Workers Safety and Insurance Board
WSIAT	Workplace Safety and Insurance Appeal Tribunal

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## 2.1 Executive Board: Members and Committees

**2.1 GOVERNANCE POLICY – Executive Board Members and Committees****1. EBM Code of Conduct**

Effective Date:	March 4-5, 2009 [B17]
Application:	Executive Board Members
Related:	expenses, convention, communication Constitution, Article 16

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

- Contributes to the welfare of its membership, and
- Respects the rights of all members.

**Definitions:**

All references to the Union mean OPSEU/SEFPO.

**Preamble:**

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

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

- To uphold and enforce the provisions of the Constitution;
- To implement the decisions of Conventions;
- To formulate and implement policy in the absence of decisions by Conventions;
- To oversee the activities of the Officers, staff and all subsidiary organizations of the Union.

The role of EBMs is to give direction to OPSEU/SEFPO 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/SEFPO. 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 EBMs is exercised not only jointly, but also individually. Decisions and actions taken by each EBMs should be taken with integrity, objectivity and impartiality, and in the best interests of OPSEU/SEFPO. This applies to all Union situations, as well as to all other situations in which the EBMs' status with OPSEU/SEFPO 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. EBMs, 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.

### **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 EBMs to justify this trust by making ethical decisions on Union matters. It is also imperative that EBMs conduct themselves at all times at OPSEU/SEFPO 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

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.

### **1. 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 EBMs at the beginning of their term on the Board, this property must be protected, it must not be misused or misappropriated.

### **2. Expenses**

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

### **3. 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.

**Communicating at OPSEU/SEFPO Functions:**

In their participation at OPSEU/SEFPO functions, EBMs 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.

**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/SEFPO's policies.

**Communicating Board Solidarity:**

Once the Executive Board has voted and taken a decision, the decision belongs to the entire Executive Board. Every EBMs 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 EBMs has registered a minority vote on a motion.

**4. Conflict of Interest**

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

**5. Board Meetings**

It is the responsibility of every EBMs 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.

**2.1 GOVERNANCE POLICY – Executive Board Members and Committees****2. Donations and Promoting the Union Agenda Funds**

Effective Dates: November 20-21, 2019 [Budget], March 9-10, 2005 [B8]

Application: Executive Board Members; President; First Vice-President/Treasurer; Regional Vice-President

Related: budget, contributions

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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 First 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.

PUA budgets are based on \$100 per Local plus \$1 per member in the Region. This is based on signed members. The minimum received by each Region would be the same as the previous year budget so there will be no decreases in funding by going to this formula.



### 3. Liaison to Provincial Committees

Effective Dates: April 14-16, 2016 [C12], December 10-11, 1998 [B17]

Application: Executive Board Members; Committees; EBM Liaison

Related: committees

---

An Executive Board Member (EBM) shall be elected as liaison person with each Provincial Committee – Indigenous Circle, Francophone Caucus, Provincial Human Rights Committee (PHRC), Provincial Women’s Committee (PWC), Provincial Young Workers Committee (PYWC), and the Retirees; and the role of the EBM liaison shall have clear objectives and parameters shall be determined by the Executive Board.

#### 4. Expenditures (miscellaneous)

Effective Dates: [Embedded below]

Application: Executive Board Members; Committees

Related: expenses

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#### 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])

#### Meals

EBMs are not allowed to claim meal expense for meals provided by OPSEU/SEFPO or a third party, at no cost to the EBMs.

(September 21-22, 2011 [B14])

#### Office Expense Allowance

EBMs will be reimbursed to a maximum of \$2,000 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 pro-rated for the length of time the EBMs held office during the fiscal year to which the payment applies.

(December 5-7, 1990 [B3])

**2.1 GOVERNANCE POLICY – Executive Board Members and Committees****5. Fraternal Visits**

Effective Dates: [Embedded below]

Purpose: Executive Board Members; President

Related: expenses, rentals, transportation, travel

---

The President will be the Union's fraternal Delegate to meetings of sister organizations, but they 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 [B7], confirmed August 16-17, 1978 [B14])

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/SEFPO will be allowed the convenience of one rented car per delegation.

(December 6-8, 1974 [B12])

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

(October 18-19, 1979 [B19])

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 [B15])

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 [B12])

**6. Financial and Fiduciary Responsibility: General Principles**

Effective Date: March 9-10, 2005 [B7-8]

Application: Executive Board Members

Related: dues

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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.

## 7. Negotiations and Ratifications – Authority

Effective Date: June 14-16, 1979 [C28]

Application: Executive Board Members

Related: Constitution, Article 24

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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.

## 8. Out-of-Country Travel

Effective Dates: January 21-22, 2009 [B5] except as noted below

Application: Executive Board Members

Related: travel, expenses, solidarity, insurance

---

### 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 them, 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 EBMs, who are elected to represent the whole Union.

The expertise of an EBMs that is relevant to a particular assignment shall be considered.

Sharing travel opportunities equitably among EBMs shall be a goal.

After EBMs 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.



**Insurance: Group Accident Contracts**

OPSEU/SEFPO provides group accident coverage for EBMs and members travelling on OPSEU/SEFPO business at the level of \$50,000 Accidental Death and Dismemberment and \$200 weekly indemnity.

(May 25-26, 1978 [B32])

### 9. Service Recognition

Effective Date: December 14-15, 1973 [B3]

Purpose: Executive Board Members

Related: recognition

---

A plaque will be presented to a Board Member on leaving the Board after service of at least one year.



**10. Resolutions – Action**

Effective Date: December 7-9, 1994 [B46]

Purpose: Executive Board Members

Related: ---

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

**11. Staff Jobs**

Effective Date: August 26-27, 1983 [C]

Application: Executive Board Members

Related: hiring

---

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

**12. Taxation: Income Tax Deductions**

Effective Date: March 29, 1974 [B7]

Application: Executive Board Members; Director, Financial

Related: tax, deductions

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

### 13. Time Off – Negotiations

Effective Date: May 25-26, 1978 [B29]

Application: Executive Board Members, President

Related: negotiations, collective agreements

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Time off provisions for EBMs 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).

## 2.2 Elected Officers

**2.2 GOVERNANCE POLICY – Elected Officers****1. President – Authority and Responsibilities (full-time)**

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO President

Related: communication, contributions, Convention, expenses, procurement, legal, committees

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**Bulletin or Publication: Distribution**

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

(December 16, 1975 [B22])

**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 their designee.

(March 21-22, 1975 [B17])

**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 [B14])

**Expenditure: Conventions to Stock Suite**

The President will be allowed a sum of up to \$1,000 to be spent to stock their suite properly at conventions.

(May 21 22, 1976 [B16], amended May 21-22, 1981 [B27])

The foregoing policy applies to all conventions: OPSEU/SEFPO, OFL, CLC and NUPGE.

(May 20, 1982 [EC1])

**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 they deems necessary.

(March 21-22, 1975 [B9])

**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 [B23])

**Expenditure: Purchase Equipment**

The President shall have the authority to spend up to \$5,000 to purchase equipment.

(November 18, 1976 [B10])

**Financial Arrangements with Staff**

Any financial arrangements negotiated by the President and their 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 [B75])

**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 [B17])

**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 they deem that obtaining such legal counsel is in keeping with the stated principle.

(Effective March 21-22, 1975 [B16])

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

(March 21-22, 1975 [B15])

**Local By-laws**

Local By-laws 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 [B23])

**Political Liaison: Queen's Park**

A staff member of the President's choice will be designated as the official liaison contact for OPSEU/SEFPO. 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 [B15])

**Presidential and Organizational Assignments**

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

(March 25, 1974 [B10])

The EBMs shall be given Presidential Assignment time for Regional educational days.

(May 20-21, 1998 [B])

**President's Reports and Committees**

The President shall issue a written report to the Board at every Board meeting on their 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/SEFPO members as they 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 [B28])



**2.2 GOVERNANCE POLICY – Elected Officers****2. First Vice-President/Treasurer – Authority and Responsibilities (full-time)**

Effective Dates: [Embedded below]

Application: First Vice-President/Treasurer

Related: banking, expenditure, funds, expenses, purchasing, procurement  
Constitution

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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/SEFPO policies.

The First Vice-President Treasurer shall:

- Be the Chief Financial Administrative Officer of this Union;
- Receive, deposit and account for all monies;
- Prepare a financial statement for submission to the Convention;
- 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;
- 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;
- Be responsible for the coordination 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);
- 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 [B16], March 9-10, 2005, [B9])

**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 [B6])

**Bank Accounts**

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

(November 19-20, 1983 [B21])

**Committee Expenditures**

All OPSEU/SEFPO Committee over-expenditures will be directed to the First Vice-President for authorization or action.

(October 19-21, 1993 [B3])

**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 [B3])

**Purchasing Policy**

The Treasurer will regularly review the working of OPSEU/SEFPO's Purchasing Policy and recommend to the Executive Committee such changes as they deem 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 [B12])

**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 [B17], September 9-10, 1998 [B15])

**2.2 GOVERNANCE POLICY – Elected Officers****3. President and First Vice-President/Treasurer – Shared Authority and Responsibilities**

Effective Dates: [Embedded below]

Application: President; First Vice-President/Treasurer

Related: accommodations, expenses, entitlements  
Constitution

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**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/SEFPO and fulfill the requirements of the concept of having full-time elected officials in control.

(December 9-10, 1982 [B29-32])

**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 their 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 [B6])

**Elected Full-Time Officers: Entitlements****1. Upon Election:**

When a member is elected to one of the full-time positions, the Union will relocate that person and reimburse expenses as follows:

- a. 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.
- b. 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.
- c. \$500 for incidentals, but no allowance for drapes, rugs, or their "personal" items.

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 [B9])

## **2. 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.

## **3. If Incumbent is not Re-Elected**

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])

## **4. 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 [B3])

## **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/SEFPO pay, retroactive to the close of Convention 2001.

(Convention 2002)

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

OPSEU/SEFPO will seek transfer agreements between all the pension plans of OPSEU/SEFPO members and the OPSEU/SEFPO Staff Pension Plan and the OPSEU/SEFPO Pension Trust (OPT).



## POLICY MANUAL

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

(June 27, 2002 [B9])

### **Remuneration**

Every January 1, the President's annual salary will be increased by the Consumer Price Index (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], and February 3-5, 1989 [C])

### **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 [C48])

### **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 [B18])

### **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 [B9])

### 2.3 Executive Board – Sub-Committees

**2.3 GOVERNANCE POLICY – Executive Board Sub-Committees****1. Audit Committee**

Effective Dates:	[Embedded below]
Application:	Executive Board Members
Related:	financial, audit, budget Constitution

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**Terms of Reference**

The Terms of Reference for the Audit Committee include the review of:

- Nomination of Auditors
- Overall Scope of the Audit
- Results of Audit
- Internal Financial Controls
- Financial Information for Publication

The purpose of an Audit Committee is to:

- Aid Board Members in fulfilling their responsibilities.
- Support all efforts to improve the financial controls.
- Provide better communication between the EBMs 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 [B28-29])

**Role**

The committee's role is to act on behalf of the Ontario Public Service Employees Union (OPSEU/SEFPO) 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.

**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.



## POLICY MANUAL

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.



**2.3 GOVERNANCE POLICY – Executive Board Sub-Committees****2. Joint Benefits Review Committee (Union Side)**

Effective Dates: November 6, 1978 [B15-16], November 23 24, 1978 [B34], December 7-9, 1994 [B24])

Application: First Vice-President/Treasurer; Executive Board Members; Working Conditions Negotiating Committee

Related: benefits

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1. The membership of the Joint Insurance Benefits Review Committee shall be:
  - The First Vice-President/Treasurer, or a designee chosen from the EBMs.
  - Two members elected by and from the Employee Benefits/Working Conditions Negotiating Committee.
2. The Benefits Officers and a negotiator shall be assigned to the committee to serve as Advisors.
3. The First Vice-President/Treasurer, or a designee chosen from the EBMs shall Chair the committee.
4. The members of the committee drawn from the Employee Benefits/Working Conditions Negotiating Committee shall be appointed for two years.
5. 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.
6. The committee shall be named the "Joint Insurance Benefits Review Committee (Union Side)".

### 3. Membership Technical Advisory Committee

Effective Dates: January 16-17, 1991 [B10], April 1-2, 1996 [B21-22]

Application: Executive Board Members, First Vice-President/Treasurer

Related: technology

---

OPSEU/SEFPO 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/SEFPO 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/SEFPO.

Additionally, members will identify new technologies being used in their workplace that may have potential benefit for use within OPSEU/SEFPO and will initiate discussions on how this technology might be applied.

## 2.4 Standing Committees: Terms of Reference

### 1. Broader Public Sector All Chairs Committee

Effective Date: March 7-8, 2012 [B43]

Application: Executive Board Members; Members

Related: Broader Public Service  
See Procedures Manual

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#### Committee Type

- Standing Committee

#### Responsible to:

- The Executive Board
- Broader Public Service (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.

## 2. Coalition of Racialized Workers

Effective Date: March 7-8, 2012 [B43]

Application: Executive Board Members; Members

Related: equity, discrimination, harassment, anti-racism, racialized  
See Procedures Manual

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### Article 1 – Name

The coalition will be known as the Coalition of Racialized Workers (CoRW) of the Ontario Public Service Employees Union (OPSEU/SEFPO).

Rationale: The caucus will be renamed "The Coalition of Racialized Workers" (CoRW)". It was decided by consensus with the belief that the space will become a place where all racialized members will feel a sense of belonging, ensuring that everyone has a place at the table. The current members also agree that this name change will help in promoting awareness of the individual uniqueness and strength of the collective. Creating this space we will also encourage participation from members who are not engaged.

### Article 2 – Purpose

The CoRW acknowledges that racialized workers are oppressed and impacted by oppression differently in their workplaces than other workers are.

Barriers to racialized workers achieving equality today are rooted in Canada's colonial past and history of enslavement and exploitation of people and land. The barriers that racialized workers face include racism, systemic racism, the denial of racism, stereotyping, income inequality, access to justice and racial profiling. The CoRW works hard to eradicate these structures and other barriers in order to achieve fairness for racialized workers inside their workplaces within the structures of OPSEU/SEFPO/SEFPO and within society.

Rationale: The denial that racism exists in workplaces and in the Union makes correcting this thinking difficult.

The CoRW is guided by the following principles of "race" and racialization as adopted by the Ontario Human Rights Commission in its Policy and Guidelines on Racism and Racial Discrimination:

- "Race" is defined as a social construct specific to economic, political, geographic and cultural factors, and is the continuing impact of a historical legacy of racism, such as the effect of colonialism and slavery;
- "Racialization" is the process by which societies construct races as real, different and unequal in ways that matter to economic, political and social life.

The specific purpose and objectives of the CoRW are:

- a. To organize, educate, support, and empower all racialized workers within OPSEU/SEFPO/SEFPO;
- b. To ensure racialized workers are adequately represented within OPSEU/SEFPO's structures;
- c. To encourage the participation of racialized workers at Local, Regional and in all decision-making processes within OPSEU/SEFPO;
  - i. To monitor the situation of racialized groups by promoting the collection and analysis of Code-consistent "race" based data;
  - ii. To review policies, laws and regulations which create and perpetuate racial discrimination;
  - iii. To ensure systemic racial barriers in social, economic and political institutions are removed and corrective action taken;
  - iv. To work with equity-seeking groups to broaden and develop the goals of the caucus, and build coalitions within the community.
- d. The function of the caucus shall include assisting in establishing the Coalition of Racialized Workers and committees within the Regions to develop and promote programs to encourage the CoRW to participate in Union activities and to increase the awareness and understanding of human rights (anti-racism) issues throughout the membership.

### 3. Disability Rights Caucus

Effective Date: None provided

Application: Executive Board Members; Members

Related: accessibility, equity, harassment, discrimination  
See Procedures Manual.

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#### Article 1 – Name

The caucus shall be known as the “Disability Rights Caucus” of the Ontario Public Service Employees Union (OPSEU/SEFPO).

#### Article 2: Aims and Purpose

The function of the caucus shall be:

- 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.
- To increase awareness and understanding of equity issues as they related to individuals with disabilities and to liaise with the respective Provincial Committee(s).
- To identify barriers and denied rights that prohibit full participation of persons with disabilities within OPSEU/SEFPO and the broader society.
- To present recommendations to the Provincial Committee(s) or to Departments of OPSEU/SEFPO for action and/or referral to the Executive Board on issues related to barriers and rights that affect individuals with disabilities within OPSEU/SEFPO, the workplace and the broader society.
- To liaise with OPSEU/SEFPO members with a disability as defined under the Ontario Human Rights Code.

#### 4. Hardship Committee

Effective Date: Convention 2017

Application: Executive Board Members; Members

Related: hardship  
See Procedures Manual.

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##### Article 1 – Name

The committee shall be known as the Regional Hardship Committee of the Ontario Public Service Employees Union (OPSEU/SEFPO).

##### Article 2 – Aims and Purpose

Recognizing that OPSEU/SEFPO 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.

Decisions made by the committee will be guided by an established criteria.



## 5. Provincial Francophone Committee

Effective Date: March 7-8, 2012 [B43]

Application: Executive Board Members; Members

Related: bilingual  
See Procedures Manual.

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### Article 1 – Name

The committee shall be known as the Provincial Francophone Committee (PFC) of the Ontario Public Service Employees Union (OPSEU/SEFPO).

### Article 2 – Aims and Purpose

The function of the committee shall be:

- To assist in establishing Regional Francophone committees/caucuses;
- To develop and promote programs or events to encourage Francophone workers to participate in Union activities;
- To increase awareness and understanding of issues affecting Francophone and related equity issues throughout the membership; and
- To promote equity of status and use of Canada's two official languages while respecting their linguistic and cultural differences.

## 6. Provincial Human Rights Committee

Effective Date: [Not provided]

Application: Executive Board Members; Members

Related: human rights, equity, education  
See Procedures Manual

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### Article 1 – Name

The committee shall be known as the Provincial Human Rights Committee (PHRC) of the Ontario Public Service Employees Union (OPSEU/SEFPO).

### Article 2 – Aims and Purpose

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 (EBMs) 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 EBMs 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 EBMs and provide recommendations around human rights issues as impacted by current arbitration and legislative changes;
- 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, email, educationals, etc.).

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/SEFPO where a human rights committee presence is appropriate, required or desirable;
- e. To understand and have a commitment to advancing OPSEU/SEFPO 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.

## 7. Provincial Women’s Committee

Effective Date: None provided.

Application: Executive Board Members, Members

Related: women, equity  
See Procedures Manual

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### Article 1 – Name

The committee shall be known as the Provincial Women’s Committee (PWC) of the Ontario Public Service Employees Union (OPSEU/SEFPO).

### Article 2 – Aims and Purpose

The function of the committee shall be to:

- Assist in establishing Regional Women’s Committees/Caucuses;
- Develop and promote programs or events to encourage women workers to participate in Union activities;
- Increase awareness and understanding of issues affecting women and related equity groups throughout the membership; and
- Support education and advocacy on issues relevant to women within the Union, in the workplace and the broader community.

## 8. Provincial Young Workers Committee

Effective Date: September 17-18, 2014 [B9]

Application: Executive Board Members, Members

Related: young workers, education  
See Procedures Manual

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### Article 1 – Name

The committee shall be known as the Provincial Young Workers Committee (PYC) of the Ontario Public Service Employees Union (OPSEU/SEFPO).

### Article 2 – Aims and Purpose

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/SEFPO's function and structure. This shall be accomplished by:
  - Developing and promoting programs or events to encourage young workers to participate in Union activities;
  - Increasing awareness and understanding of issues affecting young workers and related equity issues throughout the membership;
  - 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/SEFPO in future roles at the staff, Local, Regional, and provincial levels. This shall be accomplished through:
  - Occasional attendance at Board meetings;
  - Access to focused educationals run by OPSEU/SEFPO or its affiliates;
  - Mentorship activities with Executive Board Members (EBMs) at the Regional level; and
  - Other opportunities that the Board deems relevant.

To advocate issues on behalf of young workers within the Union, the workplace and the broader community/society through continued social outreach and activism.

## 9. Rainbow Alliance arc-en-ciel Caucus

Effective Date: [Not provided]

Application: Executive Board Members; Members

Related: gay and lesbian, equity  
See Procedures Manual

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### Article 1 – Name

The “Rainbow Alliance arc-en-ciel” of the Ontario Public Service Employees Union (OPSEU/SEFPO) shall herein be referred to as ‘the Alliance.’

### Article 2 – Aims and Purpose

The function of the Alliance shall be:

- To provide a positive and healthy space for trans, bisexual, lesbian, gay, intersex, asexual, pansexual, queer, questioning, two spirited members (referred to herein as ‘Rainbow members’) and their allies, to identify and discuss issues within OPSEU/SEFPO, their workplaces and their communities; and use their collective experience and knowledge to develop strategies to address these issues;
- 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;
- To identify and make recommendations to remove systemic barriers that prevent full participation of Rainbow members within OPSEU/SEFPO, in their workplaces and their communities.

## 2.5 Meetings

### Contents:

None. See Procedures Manual.

## 2.6 Convention

### Contents:

None. See Procedures Manual.



## 2.7 Area Councils

**2.7 GOVERNANCE POLICY – Area Councils****1. By-Laws**

Effective Dates: [No date provided]

Application: Area Council Executives, Delegates

Related: delegates, regions

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All Area Council by-laws shall be amended, where necessary, to comply with the following:

The Delegate entitlement from Locals to Area Councils shall be based on the Convention formula.

The Executive of the Area Council, as established in the Council's by-laws, shall be elected by and from the Delegates. The Executive may also include the following positions:

**Campaign Coordinator**

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.

**Assistant Campaign Coordinator**

To assist the coordinator in carrying out the functions described in (A) above.

**Legislative Liaison Officer**

To be responsible for contacts with and lobbying of area Members of Provincial Parliament (MPPs), Municipal Councils, School Boards, etc.

**Community Organizer**

To develop and utilize contacts and links with community groups and activists, other unions and Labour Councils.

**Communications Officer**

To develop and exploit media contacts so as to achieve maximum favourable publicity for Union campaigns.

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 by-laws of the Area Council.

## 2. Servicing and Campaigns

Effective Date: [no date]

Purpose: Area Council Executives; Delegates

Related: delegates, regions

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The principle governing the servicing of an Area Council is that it must be linked to a designated Regional office.

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.

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.

### 3. Northeastern Area Council

Effective Date: February 28-March 1, 1985 [B19]

Application: Area Council Executives; Delegates; OPSEU/SEFPO Staff

Related: delegates, regions

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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.

#### 4. Political Candidates

Effective Date: June 11-12, 2008 [B27]

Application: Area Council Executives

Related: delegates, regions

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

## 2.8 Locals

### 1. Leaves of Absence for Local Union Business

Effective Date: 1. June 16, 2004 [B4], May 17-18, 2006 [B10];  
2. October 21-23, 2003 [B12]; September 16-17, 2009 [B13]

Application: Locals; Members

Related: Leaves  
See Procedures Manual

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#### Section A – Definitions, Responsibilities and Requirements

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.

Should membership numbers decline/or increase the loss or acquisition of eligibility will be reassessed when the new quarterly numbers become available.

The Executive Committee may include Locals that are created during the year in this policy, if they qualify.

Only individuals who are members in good standing may access local union leave.

Individuals on local union leave will be required to continue to pay Union dues.

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 time so that proper reconciliation between Union-paid leave and employer-paid leave may be completed.

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.

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 Registered Retirement Savings Plan (RRSP) arrangement that apply to an employee under their collective agreement.



## POLICY MANUAL

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.

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.

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.

Each Local within the meaning of this policy shall only be entitled to one full-time employment (FTE) local union leave of absence under this policy.



## 2. Local Time Off Fund

Effective Date: November 21-22, 2018 [B], revised 2010 [C29]

Application: Locals; Members; Head Office

Related: Budget

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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 \$35.00 per member in good standing per year. OPSEU/SEFPO Head Office will contribute \$28.00 per member per year and the local union will contribute \$7.00 per member per year.

### 3. Bilingualism

Effective Date: September 18-19, 2002 [B37]

Application: Locals; Members

Related: bilingual, communication

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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/SEFPO members shall be available in both official languages at the time of release.

#### 4. Financial Support for Locals

Effective Date: [Embedded below]

Application: Locals; Members

Related: dues, area council, special assistance (Locals)

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##### **Council Dues – Newly Organized Locals:**

OPSEU/SEFPO shall cover the full cost of Labour Council dues and Area Council dues for newly organized Locals to participate until the Local negotiates first collective agreement and is receiving rebates.

(October 23-24, 2019 [B71])

*Note:* Newly organized Units that are without a contract, the receiving Local will be entitled to the \$1,000 to offset any start-up costs associated to bringing in the new unit. These funds be utilized to assist the new members for participation in the Local.

**5. Taxation: Local Honoraria, Own Time and Time Off Payments**

Effective Date: August 23-24, 1979 [B2-3]

Application: Locals; Members; Head Office

Related: tax, honorariums

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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.

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.

## 6. Use of Government Facilities

Effective Date: October/November 1975[C]

Application: Locals; Members

Related: ---

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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.

### 7. Delinquent Trustees' Audit Reports

Effective Dates: September 19-20, 2012 [B9], April 8-10, 1999 [C37]

Application: Locals; Members

Related: audit

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A Local that is two Audit Reports (12 months) in arrears shall have their rebates held in trust by OPSEU/SEFPO; and the rebate held in trust will be released without interest upon receipt of all of the Local's delinquent Audit Reports.)

## 8. Changes to Locals

### 8.1 Principles

Effective Date: October 19-21, 1993 [B40]

Application: Locals; Members; Executive Board

Related: audit

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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.

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.

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.

Except where there are separate working conditions contracts, OPSEU/SEFPO seeks to have all of the members of one work location belong to one Local.

Any mergers that take place will consider location along with ministry/government office unity.

## 8.2 Spending Authority

Effective Dates: May 26-27, 1980 [B11]

Application: Locals

Related: expenditures

- 
1. A duly constituted Local Executive Committee (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.



## 9. Affiliation Dues and Rebates

Effective Dates:    1. 1999 [C31];  
                          2. October 24-25, 2001 [B2]

Application:        Locals; Area Councils

Related:             Dues  
                          Constitution, Article 10.2

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### 1. 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.

### 2. Area Councils

OPSEU/SEFPO will rebate to Locals the dues to Area Councils at the same 90 per cent as Labour Councils.

## 10. Use of Local Rebates

Effective Dates: 1. April 18, 2018 [B3], July 26-28, 1978 [B48];  
2. July 26-28, 1978 [B33]

Application: Locals; Members

Related: dues, rebates  
Constitution, Article 16

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### 1. Internal Campaigns

In keeping with the rights of Locals to use their rebates in the interest of their members, it is OPSEU/SEFPO's policy that Locals have the right to make contributions to campaign funds of any member running for office in OPSEU/SEFPO, providing that such expenditure is approved at a general membership meeting.

### 2. 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. Forms are available on the [OPSEU/SEFPO website](#).

### 11. Delinquent Audit Reports; Time Limits for TARs Approval

Effective Dates: 1. September 19-20, 2012 [B10] April 8-10, 1999 [C37];  
2. November 16-18, 2011 [B33]

Application: Locals; Members; First Vice-President/Treasurer; Regional Vice-President

Related: audit  
Constitution, Article 16

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#### 1. Delinquent Audit Reports

A Local that is two Audit Reports (12 months) in arrears shall have their rebates held in trust by OPSEU/SEFPO; 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 First Vice-President/Treasurer will notify the Local, Regional Vice-President's, and its members prior to their dues rebate being held.

#### 2. Time Limit for TARs Approval

Effective June 2012, Locals with their TARs in arrears will only be credited up to 36 months; or face the loss of their dues rebate for periods greater than 36 months.

## 2.8 GOVERNANCE POLICY – Locals

### 12. Stewards: Principles, Recruitment, and Responsibilities

Effective Dates: January 27-29, 1998 [B22]

Application: OPSEU/SEFPO-wide; Locals, Stewards

Related: organizing  
Constitution, Article 16

---

OPSEU/SEFPO is committed to building OPSEU/SEFPO 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.

**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
- Bargaining
- Grievance preparation and presentation
- Union counselling
- Health and safety
- Delegate to other labour bodies
- Newsletters
- Representative to bodies outside the Local
- ERCs
- Workplace committees on any issues.

### 13. Orientation for Local Presidents

Effective Dates: September 22-23, 2021

Application: OPSEU/SEFPO-wide; Locals, Stewards

Related: education (Locals)  
Constitution, Article 29

---

Local President orientation is provided to ensure Local Presidents have the knowledge relevant to their elected positions.

Financial accountability is part of that relevant knowledge.

Local President's Orientation will include information related to:

- Use and accountability of Local Union Leaves
- Use and accountability of Local Time Off

Constitutional and policy requirements for annual Local budgets (as per Article 29.10.2 and 29.10.5 of the OPSEU/SEFPO Constitution; and all other applicable policies).

## 2.9 Membership

### 1. New Member Orientation Kit

Effective Dates: May 19-20, 2004 [B35]

Application: Head Office

Related: orientation, education, women, equity

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The Union will ensure that there are new members orientation kit templates for each sector with women and equity specific components.



## 2. Seniority: Transfers into OPSEU/SEFPO Bargaining Units

Effective Date: July 26-28, 1978 [B]

Application: OPSEU/SEFPO-wide

Related: bargaining Units

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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 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.

### 3. Gender and Language

Effective Dates:     1. June 10-11, 2010 [B13];  
                          2. February 24-27, 1977 [B34];  
                          3. June 23-25, 1977 [B9]

Application:         OPSEU/SEFPO-wide

Related:             gender, equity, communication

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#### 1. Non-Gendered Salutation

OPSEU/SEFPO will give preference to using non-gender salutation and markers in all external correspondence

#### 2. 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.

#### 3. Use of Ms. or Mr.

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.

#### 4. Retirees Division

Effective Dates: [Embedded below]

Purpose: Head Office; Retirees

Related: expenses, retirees, funds

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##### Advice by Employers

OPSEU/SEFPO Central will lobby all employers of our OPSEU/SEFPO 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.

(2002 [C])

##### Expenses

Each Retiree Committee Chair is entitled to claim \$50.00 per month for incidentals. Receipts and/or an explanation for such incidentals must be provided on their expense claims for processing.

(November 16-17, 2016 [B22], March 2-3, 2016 [B4])

##### 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])

##### 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 [B32])

## 5. Committee Orientation

Effective Dates: [Embedded below]

Purpose: Committees; Members

Related: committees, orientation, equity

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### New President's Orientation

A representative of the Indigenous Circle, the 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.

(April 14-16, 2016 [C12], May 19-20, 2004 [B16])

### Orientation Session – 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 [B17])

### Train-the-Trainer Training

Within six (6) months of being elected, all new incoming equity committee members receive train-the-trainer training from OPSEU/SEFPO.

(September 26-27, 2018 [B7])

### Provincial Human Rights Committee

The elected Provincial Human Rights Committee (PHRC) member shall be an automatic member of the Regional Human Rights Committee.

(September 10-11, 1997 [B16])

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/SEFPO

regarding ad hoc committees and working groups related to human rights issues and will work in collaboration with the Equity Unit of OPSEU/SEFPO in their representation of the Union.

(September 10-11, 1997 [B16])

### **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/SEFPO on working groups and committees of affiliates to make recommendations to the President of OPSEU/SEFPO regarding ad hoc committees and working groups related to PWC issues and will work in collaboration with the Equity Unit of OPSEU/SEFPO in their representation of the Union.

(September 10-11, 1997 [B16])

### **Regional Representation**

When a member of the PHRC, PYC, PFC, PWC is unable to attend a committee meeting that their alternate be given the opportunity to participate during the Regional Representative's absence.

(April 6-8, 2017 [C])

**2.9 GOVERNANCE POLICY – Membership****6. Accessibility and Inclusion**

Effective Dates: [No date provided]

Application: OPSEU/SEFPO-wide

Related: accessibility, equity, human rights, education  
See Procedures Manual

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**1. Introduction**

- 1.1 In accordance with the Ontario Human Rights Code, OPSEU/SEFPO 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.

The duty to accommodate applies to all the grounds listed in 1.1. The goal of accommodation is to allow OPSEU/SEFPO members to benefit equally from and take part in Union-related activities and functions.

**2. General Principles and Application**

- 2.1 OPSEU/SEFPO 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/SEFPO's requirements, policies or practices interfere with those members' ability to participate fully in Union-related activities and functions.
- 2.2 OPSEU/SEFPO's decisions regarding accommodation will be guided by the following general principles:
- The essence of accommodation is that each case is considered and assessed on an individual basis;
  - Appropriate accommodation best promotes integration and full participation of all members;
  - The dignity of the member is a primary consideration in deciding appropriate accommodation; and
  - 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.

**3. Accommodation Fund**

- 3.1 A central Accommodation Fund was created in 2002. This fund will continue to be a separate line item in OPSEU/SEFPO'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/SEFPO.

#### 4. Education

- 4.1 OPSEU/SEFPO is committed to adopting a preventive strategy that is based on education. To that end, the Union shall:
- Provide educational material on accommodation to Local Presidents;
  - Post the ~~Accommodation~~ Accessibility Policy and educational material on the OPSEU/SEFPO website.

### 2.10 Regional Offices

**Contents:**

None. See Procedures Manual.



### 2.11 Hiring and Staffing

## 2.11 GOVERNANCE POLICY – Hiring and Staffing

### 1. General Staff Policies, Hiring, Excluded

**Effective Dates:** [Embedded below]

**Application:** OPSEU/SEFPO Staff

**Related:** technology, staff, hiring, honoraria, retirement, job security, bilingual  
Constitution, Article 16, 26

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#### Computer Technology

No current staff will be laid off or downgraded as a result of the introduction of new computer technology. Further, OPSEU/SEFPO agrees to pay reasonable retraining costs for any redundant staff.

(December 18-19, 1980 [B5])

#### Contracting Out

OPSEU/SEFPO 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 [B15])

#### Membership Database

Staff will have access to membership database in all Regions throughout the province. (The intent is that each Region will have a regional database for their respective Region.)

(April 27, 1994 [B7])

#### Phone Calls from Executive Board Members

Supervisors are directed to return phone calls to EBMs within 24 hours.

(December 4, 2003 [B5])

**Political Activity**

As a matter of internal policy the staff of OPSEU/SEFPO are specifically prohibited from engaging in the internal political process of OPSEU/SEFPO, 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 [B9 -10])

**Hiring and Dismissal**

The Executive Board authorizes the President to hire all Union staff as required by the approved staff complement.

(November 18, 1976 [B13])

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 [B11])

**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.

**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 EBMs.

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 [B5])

### Credit Cards

OPSEU/SEFPO 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/SEFPO related expenditures from personal resources.

(October 20-21, 1998 [B3])

### Development Trainees and MDTs

OPSEU/SEFPO will put in place immediately for SDTs and MDTs:

- An orientation program for the specific position being filled of at least one day;
- Administration controls to communicate to all departments the who, what, when, where and why of the position especially the payroll, switchboard, and personnel relations;
- A mandatory exit interview to discuss the experience and detail the paperwork;
- 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 [B59], December 7-9, 1994 [B57])

### 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 their own account which utilizes any confidential information; or accrues from their position of trust or authority; or conflicts with their duties and responsibilities.

(September 12-13, 1990 [B15]).

### 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 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.

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 [B25])

### **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. (Effective November 1-4, 1984 [C31])

### **Resources**

Periodically the Executive Board allocates additional resources to be assigned to Regions – such as Regional Grievance Officers or Pay Equity Negotiators. However, the real workload is rarely, if ever, divided up equally between Regions. When OPSEU/SEFPO divides up resources by Region, workload shall be factored into the allotment and all Regions be given their proper share.

(December 7-9, 1994 [B59])

### **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 [C8-9])

### **Retirement Gift**

Staff are an important and integral part of OPSEU/SEFPO and their dedication and service should be formally recognized and acknowledged by OPSEU/SEFPO (through the Executive Board) on their retirement.

Therefore be it resolved that Retirees will have a choice of the following upon retirement:

- Crystal Mantel Clock
- Painting
- Watch



(December 4-5, 2002 [B4])

### **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 (pro-rated where applicable).

(February 27, 1976 [B7])

### **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 [B4])

### **Temporary Staff – OPSEU/SEFPO Elected Positions**

OPSEU/SEFPO members accepting temporary staff positions must take a leave of absence from their elected positions.

Such leaves are not to exceed 6 months in durations.

If a vacancy occurs due to a member taking a temp staff position and if an alternate has been elected, that the alternate will be allowed to temporarily move into that position with regard to Division or sector by-laws until the original member returns to their position.

(October 19-20, 2016 [B16])

### **Health and Safety Minutes**

A summary of OPSEU/SEFPO Staff Health and Safety minutes and workplace incidents/injuries will be provided to the Executive Committee on a monthly basis.

(October 19-20, 1994 [B9])

### **Women Representatives**

The Union will work toward increasing the number of women Staff Reps in proportion to the number of women Union members.

(June 11-14, 1980 [C])

**Bilingualism**

In Regions where bilingual Locals exist, functional bilingualism will be a criterion for the position of staff representatives.

(June 11-14, 1980 [C])

**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/SEFPO will ensure that strategic Francophone positions (negotiators, Regional staff representatives, etc.) 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.

(2004 [C32])

**Excluded**

The policy of the Union is that there be no additional individual contracts with permanent employees.

(November 18, 1976 [B9])

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 [B14])

**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:

- Determine if there is sufficient and just cause for dismissal(s) and
- Give their recommendation(s) for solutions and
- Review whether proper procedures will be/have been properly followed prior to dismissal(s) occurring and if all else fails,
- Authorize the President, along with the Vice-President, to dismiss said individual(s).

(September 10-11, 1997 [B16], April 16-18, 1998 [C])

### 2.12 Approved Program Partnerships



### 1. Program Partners

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide

Related: insurance, rentals

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#### 1. Cell Phones

OPSEU/SEFPO will enter into an agreement with Baka Communications and Bell Mobility to provide a group plan for cellular phone to OPSEU/SEFPO members.

(May 16-17, 2001 [B8])

#### 2. Group Home and Auto Insurance Program

RGI Group be assigned as the OPSEU/SEFPO/SEFPO affinity partner for Group Home and Auto Insurance. This contract is not to exceed 3 years without review

(August 4, 2020 [B1]9, April 15, 1998 [B3], December 9-10, 2009 [B3])

The 5 per cent OPSEU/SEFPO sponsorship fee to be received in respect to this insurance program will be deposited into the General Fund.

(2004 [C13])

#### 3. Live and Let Live Programs

OPSEU/SEFPO 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 toward the Live and Let Live Fund.

- OPSEU/SEFPO Live & Let Live Charity Golf Tournament
- Toronto Blue Jays
- Toronto Raptors
- Ottawa Senators
- Toronto Marlies

(December 9-10, 2009 [B3])



#### **4. Member Programs**

OPSEU/SEFPO is the exclusive bargaining agent for workers at the Ontario Science Centre, Royal Ontario Museum, Art Gallery of Ontario, Ontario Place, Fort William and the Niagara Parks Commission. OPSEU/SEFPO Enterprises will promote these unionized workplaces to its members, family and staff.

(December 9-10, 2009 [B3])

#### **5. Park'n Fly**

OPSEU/SEFPO Executive Board endorses Park'n Fly as a part of the OPSEU/SEFPO Affinity Program.

(February 26-27, 2014 [B21])

## Section 3. COLLECTIVE BARGAINING

This section provides OPSEU/SEFPO policies related to various aspects of collective bargaining, including grievance handling, negotiations, organizing and strikes.

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### Contents

- 3.1 Grievance Handling
- 3.2 Negotiations
- 3.3 Organizing
- 3.4 Strikes

### Acronyms Used in This Section:

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Acronym	Full Term
AMAPCEO	Association of Management, Administrative and Professional Crown Employees of Ontario
CPP	Canadian Pension Plan
EES	Essential and Emergency Services
EI	Employment Insurance
LTC	Long Term Care

**3. Collective Bargaining**

**3.1 Grievance Handling**

### 3.1 COLLECTIVE BARGAINING – Grievance Handling

#### 1. Representation

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Head Office, Special Grievance Officers, Stewards

Related: grievance, arbitration  
Constitution, Article 25

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The Union's policy is that no grievor will be denied representation at any time.

(November 2-4, 1973 [B20])

The interpretation of Article 25.2 of the Constitution is as follows:

No one except the grievor can withdraw their grievance. If a member wishes to pursue their grievance to arbitration, Head Office will advise the grievor regarding the advisability of taking their 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 [B21])

#### Ministry Employee Relations Committee 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])

#### Pre-Dismissal Hearings

The Union's policy is to attend pre-dismissal hearings when requested by the ministries convening them.

(January 19-21, 1977 [B6])

#### Single Arbitrators

Wherever possible, single arbitrators will be used at Grievance Hearings.

(January 18-19, 1995 [B16])

**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 their 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 [B4])

**Status Update from the Grievance Department**

OPSEU/SEFPO and its Grievance Committee shall respond to the needs of Local Executive Committees and members by:

- 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
- Endeavouring to respond within three (3) working days to inquiries regarding Labour Board matters and grievances.

(2004 [C29])

**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 [B21])

### 3.1 COLLECTIVE BARGAINING – Grievance Handling

#### 2. Solidarity Reserve Fund

Effective Date:	[None provided]
Purpose:	OPSEU/SEFPO-wide; Members
Related:	Funds, contributions, solidarity

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#### Purpose and Criteria

The purpose of the Solidarity Reserve Fund is to assist OPSEU/SEFPO members with legal costs they incur in legal matters or proceedings that are in relation to their employment and not otherwise funded by OPSEU/SEFPO.

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/SEFPO membership is a guiding consideration.

#### How the Fund Will 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 (EI) or Canada Pension Plan (CPP) 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.
- **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.



### 3.2 Negotiations

## 1. Bargaining

Effective Dates: April 2018 [C]

Application: OPSEU/SEFPO-wide

Related: bargaining

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As a member-driven Union, OPSEU/SEFPO reaffirm its commitment to the democratic principle that members must have meaningful input into the collective bargaining process, including:

- a. The right to democratically elect their Bargaining Teams from among their bargaining unit's membership,
- b. The right to actively participate in establishing bargaining objectives and priorities through a democratic demand setting process,
- c. Member engagement and mobilization to support their bargaining objectives; and
- d. Members' exclusive right to ratify or reject a contract offer or tentative agreement through a democratic vote, except where outstanding issues and subject to binding arbitration.

OPSEU/SEFPO will not alter, depart from or set aside existing, Board-approved bargaining procedures without the prior authorization by a majority vote of both the Delegates at the Divisional or Sector meeting of the affected bargaining unit and of the Executive Board.

OPSEU/SEFPO will not engage in collective bargaining on behalf of a bargaining unit without first ensuring members' ability to participate in the democratic election of their Bargaining Teams from among the membership and the right to participate in a democratic demand setting process, without first obtaining authorization to do so through a majority vote of the membership of the affected bargaining unit.

## 2. Bilingualism

Effective Dates: June 14-15, 1989 [B32]

Application: OPSEU/SEFPO-wide

Related: Bilingual

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OPSEU/SEFPO will pursue discussions with the government to establish that:

- a. Joint Union/management negotiations determine which jobs are to be designated bilingual;
- b. Open opportunities for meaningful language skills training and development be made available;  
and
- c. That unilingual members do not suffer an adverse impact.

**3.2 COLLECTIVE BARGAINING – Negotiations****3. Broader Public Service**

Effective Dates: [Embedded below]

Application: Members, President, Executive Board Members, Locals, Stewards

Related: bargaining, benefits

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**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 [B6])

**Benefits Trust Plan**

A policy will be adopted that in all Broader Public Service collective bargaining demands and in all collective bargaining activity, OPSEU/SEFPO Bargaining Teams will pursue the OPSEU/SEFPO Joint Trusteed Benefit Fund to provide group life and health coverage.

(December 11-13, 1996 [B30])

**Executive Board Members**

EBMs 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 [B21])

**OPAC**

OPSEU/SEFPO 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 [B13])

**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 [B10])

**3.2 COLLECTIVE BARGAINING – Negotiations****4. Charitable Funds**

Effective Dates: October 25, 2017 [B], December 5-6, 2008 [B24]

Application: Negotiating Teams

Related: contributions, funds

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OPSEU/SEFPO will recommend that their Bargaining Teams include in their list of bargaining priorities employer contributions to the OPSEU/SEFPO registered charitable funds being Live and Let Live Fund and/or the Social Justice Fund at all OPSEU/SEFPO collective bargaining tables.

## 3.2 COLLECTIVE BARGAINING – Negotiations

### 5. Campaign Positions in Bargaining

Effective Dates: [Embedded below]

Application: Bargaining Teams

Related: contract, retirees, pension

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### Compressed Work Week Agreements

OPSEU/SEFPO 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 [34], June 14-15, 1989 [B31])

### Contracting Out

OPSEU/SEFPO 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 [B15])

### 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/SEFPO 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 [B14])

### 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 [C9])

### **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 [B11-12]; reaffirmed June 18-20, 1981 [C])

### **Job Sharing**

OPSEU/SEFPO will adopt a policy supporting the concept of job sharing, and recommends the following principles:

- Job sharing will only be considered a legitimate form of employment in special cases where voluntarily entered into by OPSEU/SEFPO members;
- A position which becomes the subject of a job sharing program must remain in the employer's staffing complement as a permanent, full-time position;
- Any exceptions would be by mutual agreement between the parties to the collective agreement, the employer and the Union;
- Members having entered into a job sharing position would retain full rights under the collective agreement.

(October 25, 2017 [B], November 1-4, 1984 [C38])

### **Part-Time Workers**

OPSEU/SEFPO 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.

(2004 [C14])

### **Pension Plans**

OPSEU/SEFPO will bargain pension plans for all bargaining Units that do not have one.

(December 5-6, 2007 [B9])

### **Retirees – Fringe Benefits**

The Union will actively pursue a policy of bargaining on behalf of Retirees when bargaining fringe benefits.



## 3.2 COLLECTIVE BARGAINING – Negotiations

### 6. Delegates (EBMs) and Assignments

Effective Date:      1. May 14-15, 2003 [B10]  
                             2. February 24-25, 1988 [B40]  
                             3. July 26 28, 1978 [B32];

Application:         Executive Board Members

Related:              delegate

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#### 1. Delegates (1)

Executive Board Members (EBMs) 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.

#### 2. Delegates (2)

EBMs are assigned as Delegates to Divisional meetings of the ministry they are members of.

#### 3. Negotiating Team Assignments

Board Members will not be assigned to negotiating teams.

**3.2 COLLECTIVE BARGAINING – Negotiations****7. Employer/Employee Committees – OPSEU/SEFPO Representation**

Effective Dates: October 19-21, 1993 [B5])

Application: Members, Committees, Executive Board Members, Staff

Related: committees

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Members will be represented by elected OPSEU/SEFPO members on all Employer/Employee Committees including Consultative or Negotiate that OPSEU/SEFPO 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.

### 8. External Representatives

Effective Date: December 12-13, 2001 [B4]

Application: Bargaining Agent

Related: bargaining

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The use of external representatives of the Union is subject to approval by the bargaining agent.

**3.2 COLLECTIVE BARGAINING – Negotiations****9. Locals of 1,000 or more signed-up members**

Effective Dates: [Embedded below]

Application: Locals, Local President

Related: Locals

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As part of collective bargaining, all Locals of 1,000 signed-up members or greater, it is strongly recommended that they negotiate as one of their highest priorities a full-time Local President.

(October 25, 2017 [B])

OPSEU/SEFPO 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 [B31])

**3.2 COLLECTIVE BARGAINING – Negotiations****10. Procedures to be Considered Regulations**

Effective Date: March 26-29, 1976 [B11]

Application: Executive Board Members

Related: Convention, negotiations, ratification  
Constitution, Article 24

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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.

**3.2 COLLECTIVE BARGAINING – Negotiations****11. Quorum: Public Service, CAAT Negotiations; and for Ministry Meetings**

Effective Date: February 19-20, 1981 [B40]

Application: Members

Related: meetings, negotiations  
Constitution, Article 13

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The quorum shall be as per Article 13.12 of the Constitution, mutatis mutandis (the necessary changes having been made).

**3.2 COLLECTIVE BARGAINING – Negotiations****12. Ratification**

Effective Dates: [Embedded below]

Application: Executive Board

Related: negotiation  
Constitution, Article 24

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**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 [C28])

**By Union**

In the matter of conducting contract ratification votes and/or other contract related votes, it is the policy of OPSEU/SEFPO that it is the Union which shall conduct and otherwise supervise such votes.

(December 18-19, 1980 [B18])

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])

**3.2 COLLECTIVE BARGAINING – Negotiations****13. Rollover of Collective Agreements**

Effective Dates: May 31, 2001 [EC3]

Application: Bargaining Team

Related: contracts

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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.



**3.2 COLLECTIVE BARGAINING – Negotiations****14. Solidarity and Dissent**

Effective Date: June 18-20, 1981 [C]

Purpose: OPSEU/SEFPO-wide, Executive Board, Elected Officers, Committees

Related: collective bargaining, solidarity

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OPSEU/SEFPO 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 their own wage category/contract.
- 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.

## 15. Administration

### 15.1 Gender Neutral Language

Effective Date: October 19-21, 1993 [B40]

Application: OPSEU/SEFPO-wide

Related: gendered language, negotiations

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

**3.2 COLLECTIVE BARGAINING – Negotiations****15.2 Time Off**

Effective Dates: [Embedded below]

Application: Executive Board Members, Negotiating Teams, Locals, Stewards

Related: travel, Convention

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**For Executive Board Members**

Time off for OPSEU/SEFPO 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 [B10])

**With Pay for Conventions**

Negotiating Teams are to negotiate time off with pay for the Convention.

(February 3-5, 1989 [C])

**With Pay for Local Officers**

OPSEU/SEFPO 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])

**As a Right; Direct Billing Back; Travel Time**

Time off for Union business will be negotiated as a right, rather than discretionary.

Direct billing back, on a quarterly basis, to the employer will be negotiated.

Employer-paid travelling time will be negotiated for members travelling on Union business.

(September 10-11, 1986 [B43])

**3.2 COLLECTIVE BARGAINING – Negotiations****16. Education and Training Policies**

Effective Dates: [Embedded below]

Application: Executive Board Members, Negotiating Teams

Related: education, training, harassment, discrimination, pay equity, leave

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**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 [B22]; November 1-3, 1985 [C]; May 6, 1985 [B3])

**Employment Equity Training**

The Staff Representative(s), in cooperation with the Equity Unit, shall educate all bargaining team members prior to them going into collective bargaining negotiations.

(October 24-25, 2001 [B7])

**Harassment and Discrimination Training**

OPSEU/SEFPO 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 [B14])

**Pay Equity Training**

OPSEU/SEFPO 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/SEFPO bargaining Units.

(2004 [C29])



**Training Sessions – Alternates – Central Negotiating Teams**

First alternates elected to central negotiating teams will be allowed to participate in the OPSEU/SEFPO training sessions.

(2002 [C38])

### 3.3 Organizing

**3.3 COLLECTIVE BARGAINING – Organizing****1. General Organizing Policies**

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Members; Locals

Related: young workers, orientation

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**General Policies**

The OPSEU/SEFPO 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 [B7])

OPSEU/SEFPO's organizing department should involve young women and men in developing strategies to reach out to young people.

(September 9-10, 1998 [15])

**Commitment to New Members**

Should any person who has supported OPSEU/SEFPO during an organizing drive be subjected to unfair labour practices, OPSEU/SEFPO will exert all possible effort in defence of that individual.

[no date]

**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.

[no date]

### **Incorporation of New BPS Bargaining Units**

Before incorporation of a newly organized BPS unit into an existing Local, the President (or their designee) will discuss the incorporation with the President of the Local into which incorporation is proposed.

[no date]

### **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 coordinate 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 [B10])

### **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.

BPS Units will be assigned to BPS Locals within their respective Regions, or new BPS Locals will be created. The Board retains the authority to determine if this is not feasible.

(March 20, 2019 [B47]; Convention 1993)

Notwithstanding any of the above, the Board retains the authority to determine the formation of Locals with fewer than 100 members, when circumstances warrant. [no date]

### **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 [B33])



**3.3 COLLECTIVE BARGAINING – Organizing****2. Specific Sectors**

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide

Related: campaigns, women, young workers, privatization

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**AMAPCEO**

OPSEU/SEFPO will work with the Association of Management, Administrative and Professional Crown Employees of Ontario (AMAPCEO) to enable OPSEU/SEFPO and AMAPCEO to amalgamate or for AMAPCEO to merge into OPSEU/SEFPO, as can be agreed to by both parties.

(2002 [C8])

**Long Term Care Restructuring**

The Executive Board of OPSEU/SEFPO endorsed the recommendations of OPSEU/SEFPO's round table on long term care (LTC) reform:

- That OPSEU/SEFPO 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/SEFPO 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 umbrellaed 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/SEFPO demand that the government move immediately to negotiate with labour, a province-wide health sector labour adjustment program which is enforceable.
- That OPSEU/SEFPO lobby the government for regulations which ensure labour representation of frontline workers on district health councils, LTC committees of district health councils and boards of multi-service agencies.
- That the Executive Board of OPSEU/SEFPO support the Ad Hoc LTC Committee to meet bi-monthly as required to further develop OPSEU/SEFPO policy on LTC restructuring particularly in the current climate of rapidly developing government initiatives in LTC reform.

- That the Executive Board of OPSEU/SEFPO 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/SEFPO 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 [B30])

### **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.

[no date]

### **Part-time College Faculty**

OPSEU/SEFPO 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.

[no date]

### **Women**

OPSEU/SEFPO will launch a Charter challenge to the treatment of these predominantly female employees whose human rights have been violated.

(2002 [C27])

### **Young Workers**

OPSEU/SEFPO urge its Locals to increase the participation of rank and file members and to recruit, train, and utilize young workers in organizing, especially those from the designated groups and OPSEU/SEFPO will urge its Locals to work to increase the participation of young workers from our membership.

(March 20, 2019 [B47]; April 8-10, 1999 [C41])



**Private Sector Laboratories**

OPSEU/SEFPO 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 [B22])

**Privatization of Lab Services**

OPSEU/SEFPO will respond to privatization of lab services by actively organizing private laboratory workers who were previously represented by OPSEU/SEFPO (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).

(March 20, 2019 [B47]; October 25-27, 1995 [B13])

**3.3 COLLECTIVE BARGAINING – Organizing****3. Conference Costs**

Effective Dates: [no dates]

Application: Executive Board

Related: conferences, expenses, funds

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**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.

**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.

### 3.4 Strikes

**3.4 COLLECTIVE BARGAINING – Strikes****1. General Strike Policies**

Effective Dates: Convention; revised December 12-13, 2012 [B10])

Application: OPSEU/SEFPO-wide, Bargaining Teams, Strike Committees. Essential and Emergency Services

Related: strikes  
Constitution, Articles 4, 30  
Also see Procedures Manual

---

**1. Running an Effective Strike: The OPSEU/SEFPO Strike Policy**

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.

An effective strike depends on thoughtful strategy, strong solidarity, intelligent organization, and well-defined roles for all participants. The OPSEU/SEFPO strike policy aims to provide clear rules and guidance in each of these areas.

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.

OPSEU/SEFPO is committed to obtaining the right to strike for all Union members.

**2. Strength in Solidarity**

Strike action is collective action. During a strike by any OPSEU/SEFPO 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/SEFPO 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.

The members, Bargaining Teams, Strike Committees, and other OPSEU/SEFPO bodies mentioned in this policy shall strive to work co-operatively and act in concert at all times.

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.

OPSEU/SEFPO does not support any effort or attempt to break a legal strike. OPSEU/SEFPO will not condone or support the actions of any workers who engage in strike-breaking.

The OPSEU/SEFPO Constitution (Article 30) describes penalties for strike-breaking. 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.

The Union will only bargain essential and emergency service 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 the strike to help put pressure on the employer.

Bargaining Teams shall be responsible for bargaining essential and emergency service agreements based on the above rules.

### **3. Strategy and Tactics**

No OPSEU/SEFPO 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.

Well before any strike, the bargaining unit shall do as much as possible to build co-operative relationships with potential allies.

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.

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.

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 Members of Provincial Parliament (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.

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.



## POLICY MANUAL

The activities listed above 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.

*Also see Procedures Manual.*



## 2. Strike-Breaking

Effective Dates: April 3-5, 2003 [C]; October 21-23, 2003 [B30])

Application: OPSEU/SEFPO-wide

Related: strikes  
Constitution, Article 30

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### Applicability:

This amendment takes force and effect as of April 2003 OPSEU/SEFPO Convention (April 3-5, 2003).

### 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 strike-breaking 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.

### 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).

*Also see Procedures Manual.*

## Section 4. FINANCIAL ADMINISTRATION

This section includes all OPSEU/SEFPO policies related to the administration of expenses, dues, budget, purchasing, and other working financial matters.

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- 4.1 Expense Authorization
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- 4.8 Expenditures
- 4.9 Working Financials
- 4.10 Purchasing and Tendering
- 4.11 Campaign Funding: [None. See Procedures Manual.]

### Acronyms Used in This Section:

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Acronym	Full Term
BPS	Broader Public Service
CAUT	Canadian Association of University Teachers
CAAT	Colleges of Applied Arts and Technology Colleges
OPS	Ontario Public Services
TDD	Telecommunications Device for the Deaf

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#### 4.1 Expense Authorization

**4.1 FINANCIAL ADMINISTRATION – Expense Authorization****1. Authorizations: Guidelines and Submissions**

Effective Dates: March 6-7, 1986 [B11];  
May 7-9, 2015 [C]

Application: OPSEU/SEFPO-wide; Members; Executive Board Members; Head Office

Related: expenses, information-sharing

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**1. Guidelines**

Expenses are paid according to the guidelines set by the Convention and the Board and cannot be altered by motions passed at individual meetings.

**2. Submissions**

OPSEU/SEFPO allows and accepts scanned, faxed or emailed copies of expense forms, nominations, credentials and minutes for all events sponsored by OPSEU/SEFPO.

#### 4.2 Expenses: Claims

## 1. Accommodations

### 1.1 Hotel and Alternative

Effective Dates: 1. March 20, 2019 [B45] and September 19-20, 2007 [B17];  
2. January 27-28, 1999 [B4] and April 14, 1984 [B4]

Purpose: OPSEU/SEFPO-wide; Members; Staff

Related: accommodations, expenses

---

### 1. Hotel Booking and Compensation

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/SEFPO 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 \$2,000 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/SEFPO to reflect market rental costs in that location

OPSEU/SEFPO staff will assist in finding appropriate accommodation. Costs will be billed to the appropriate OPSEU/SEFPO 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/SEFPO locations.

### 2. Alternative Accommodations

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 their expenses.

A member must make their 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.

### 1.2 Hotels Within 60 km

Effective Dates: December 12-13, 2001 [B14] and April 16-17, 1996 [B4] [C 1996]

Application: OPSEU/SEFPO-wide; Head Office

Related: accommodations, expenses

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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.



### 1.3 Accommodations: Shared

Effective Dates: 1. October 23-24, 2019 [B46], September 19-20, 2012 [B12], and October 30-31, 1985 [B12];  
2. March 21-22 [B31] and January 29-30, 1987 [B7]

Application: OPSEU/SEFPO-wide; Head Office

Related: accommodations, expenses

---

#### Coverage

Head Office will pay only costs of shared accommodation for Regional, divisional meetings, educationals, Ontario Public Service (OPS), Broader Public Service (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 attending the BPS Conference as well as meeting outside for authorized divisional work which will be funded from their respective committee budgets.

#### Independent Arrangements

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/SEFPO incurs any extra charges as a result of any last minute room switches made by the members themselves, costs in excess will be charged to the member and will not be re-imbursed by OPSEU/SEFPO.

#### 1.4 Delegates to Conventions

Effective Dates: [None provided]

Application: Delegates

Related: accommodation, expenses, Convention

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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 per cent of the room charge.

### 1.5 Executive Board Members

Effective Dates:     1. Amended February 26-27, 2014 [B3];  
                              2. October 28 30, 1982 [B25, 29-30] and August 21-22, 1980 [B13]

Application:         Executive Board Members; Head Office

Related:             accommodation, expenses  
                              Also see Procedures Manual

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#### 1. Hotel Arrangements

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.

#### 2. Payment

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. They must make their 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.

**1.6 Executive Members of Retirees Division**

Effective Date: October 24-25, 1990 [B24]

Application: Retirees Division Executive

Related: accomodations, expenses, retire

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

**1.7 Negotiating Team Members**

Effective Date: May 6, 1985 [B15]

Application: Negotiating Teams

Related: accommodation, expenses, negotiating

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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.

**1.8 Constitutionally-Elected Provincial Committee**

Effective Dates: September 19-20, 2012 [B10], December 10-11, 2008 [B14], and January 29-30, 1987 [B24]

Application: Provincial Committees

Related: accommodation, expenses, committees

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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.

### 1.9 Unionized Hotels

Effective Date: May 14-15, 2008 [B4]

Application: OPSEU/SEFPO-wide, Staff, Members

Related: accomodation, expenses, solidarity

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Whenever possible, a unionized hotel be used by members and staff of OPSEU/SEFPO when on OPSEU/SEFPO business.

### 1.10 Weekend Educationals

Effective Dates	March 31, 1985 [B4]
Application:	Members
Related:	Accommodations, expenses, education

---

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.



## 2. Attendant Care: Rate and Reimbursement

Effective Dates:     1.   October 23-24, 2019 [B68], June 26-27, 2019 [B], September 27-28, 2017 [B11], and April 14-16, 2016 [C29];  
                          2.   June 16, 2004 [B6] and [2005 C13];  
                          3.   October 20-22, 1992 [B31], June 15-17, 1993 [B3-8], and April 1-2, 1996 [B35]

Application:         OPSEU/SEFPO-wide, Members

Related:             attendant care, accessibility

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### 1. Rate and Reimbursement

This policy will be widely and regularly advertised in the membership.

The attendant care expense payable is intended to assist the member in covering additional costs incurred as a direct result of attending an OPSEU/SEFPO activity. It is not the intention of this policy to reimburse normal family care costs that would ordinarily accrue had the member been at their place of work.

Increasingly, our members have elder/dependent 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.

Members will be reimbursed for elder/dependent care claims at their actual costs paid to the care provider subject to the limits set out in the policy:

- OPSEU/SEFPO's rate of family care (child care/elder care/dependent care) to be paid \$15.00 per hour to a maximum of \$220.00 within a 24 hour period, while doing Union business.

### 2. Criteria

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/dependent 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.

### 3. Advance Notice

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.

Members may claim attendant care for themselves or a dependent. The claim for attendant care will cover professional expenses. The claims may be verified and must be signed by the service provider.

To be able to effectively communicate with the membership we should have OPSEU/SEFPO's business cards accessible to members who are visually impaired and install Telecommunications Device for the Deaf (TDD) lines in all Regional offices for the hearing impaired.

### 3. Child Care

#### 3.1 Rate and Reimbursement

Effective Dates:     1.   October 23-24, 2019 [B68], June 26-27, 2019 [B], September 27-28, 2017 [B11], and April 14-16, 2016 [C29];  
                          2.   June 16, 2004 [B6] 2005 [C13]

Application:         OPSEU/SEFPO-wide, Members

Related:             child care

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#### 1. Rate

This policy will be widely and regularly advertised in the membership. 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:

OPSEU/SEFPO's rate of family care (child care/elder care/dependent care) to be paid \$15.00 per hour to a maximum of \$220.00 within a 24 hour period, while doing Union business. It is recognized that to guarantee meaningful access to Union activities, child care both day and night may be necessary.

#### 2. Reimbursement

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/SEFPO 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 (16) years, who are under the guardianship of members making the claim.

**4.2 FINANCIAL ADMINISTRATION – Expense Claims****3.2 Services at OPSEU/SEFPO Functions**

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide, Members

Related: child care, expenses

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**1. OPSEU/SEFPO-Sponsored Child Care**

OPSEU/SEFPO 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/SEFPO-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.

OPSEU/SEFPO will provide child care for alternates and observers, who pre-register, at all OPSEU/SEFPO functions where that service is provided.

(June 7-8, 1995 [B16])

**2. Who is Covered**

Coverage includes:

- A child is a minor (16 years of age and under) who resides permanently with a member.
- Any dependant who resides permanently with a member.

The OPSEU/SEFPO Executive Board re-confirms that the OPSEU/SEFPO 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 [B5])

### 3. Expenses Associated with Children Attending Union Events

#### Accommodation and Meals:

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/SEFPO's standard meal allowance, (before their 13th birthday).

#### Use of Public Transportation:

Where a member can demonstrate that it will cost less to use public transportation than to claim the OPSEU/SEFPO reimbursement for driving to travel to an OPSEU/SEFPO event with their dependent children, OPSEU/SEFPO shall allow a member, to claim the transportation costs (which may include air fare, bus or train) for a dependent child that accompanies a member to OPSEU/SEFPO events.

(June 15-16, 2016 [B])

### 4. Materials

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/SEFPO Executive Board re-confirms that the practice of using OPSEU/SEFPO members to provide care services at on-site OPSEU/SEFPO 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/SEFPO members at OPSEU/SEFPO events.

(January 30, 2013 [B5])

### 5. Child Care Providers: Member Wages and Honoraria

Based on the member-instructor model, the Equal Opportunities department in cooperation 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 \$30 per hour, with a minimum daily payment of \$120 to provide this on-site service. A standby fee of \$75 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 \$35.00 per hour. Their expenses to attend the Union function to provide the service, will be paid according to existing Union policy.

(October 19-20, 2016 [B34] and April 1-2, 1996 [B35])

## 6. 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/SEFPO members with a specific child care service, upon negotiations between OPSEU/SEFPO and the child care service. The provision of service will be arranged directly by the member. OPSEU/SEFPO is not insured for these services, therefore, OPSEU/SEFPO assumes no liability.

(no date)

## OTHER CHILD CARE POLICIES

### 7. Hours of Child Care Provision

OPSEU/SEFPO 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 [B25])

### 8. Child Care Activities External to the Event

External Activities be incorporated in the OPSEU/SEFPO Child Care Program. If swimming is an external activity then the event coordinator must ensure certified life guards are employer.

(October 19-20, 2016 [B32])

### 9. Substances

Notice will be sent to all parents that open alcohol and/or easily accessible substances such as cannabis, prescription or non-prescription drugs are strictly prohibited from being brought into proximity of any child care rooms/activities.

Failure to abide by this policy will result in the offending member or parties being immediately restricted from having access to the child care room(s). This policy will not interfere with the Duty to Report obligations that exist under the *Child, Youth and Family Services Act*.

(September 25-26, 2019 [B3])

**4. Hospitality: Expense Receipts**

Effective Dates: March 1-2, 1995 [B13]

Application: OPSEU/SEFPO-wide

Related: expenses

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Hospitality expense receipts shall include purpose of expense and parties involved in the expenditure.

### 5. Meals: Allowances

Effective Dates: November 15-17, 2015 [B], December 10-11, 2008 [B8], January 23-24, 2008 [Budget], November 8-10, 2006 [B9], March 8-9, 2006 [B7], March 9-10, 2005 [B16], December 4, 2003 [B5], January 23-24, 2002 [B10], January 14-16, 1992 [B33], July 6-7, 1987 [B16], November 1-4, 1984 [C7], June 18-20, 1981 [C]

Application: OPSEU/SEFPO-wide

Related: expenses

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Meal allowances will be breakfast \$13.00, lunch \$19.00 and dinner \$29.00 for a total of \$61.00.



## 6. Own Time: Compensation Rates

Effective Dates:     1. April 21-22, 1988 [B3];  
                          2. February 3-5, 1989 [C];  
                          3. April 18-20, 1996 [C]

Application:         OPSEU/SEFPO-wide, Members

Related:             Expenses

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### 1. Rates

Compensation for loss of time, vacation days, lieu days, including statutory holidays, when attending meetings authorized by conventions, or when on OPSEU/SEFPO 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 Workers Compensation (WC) benefits.

Members will be paid Own Time or Lost Wages to attend training (educational) sessions when attending One Week or Two-Week seminars.

### 2. Minimum Time

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.

### 3. Unpaid Days

Own time will not be paid when members use an unpaid day.

## 7. Transportation

### 7.1 Most Economical

Effective Dates:     1. September 23, 2019 [B20], October 24, 2018 [B8], April 5, 2017 [B25], and composite policies June 1981 [C] to August 1983 [C];  
                              2. February 26-27, 2014 [B4]

Application:         OPSEU/SEFPO-wide

Related:             expenses, travel, transportation

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#### 1. Economical Option

Wherever it is more economical, members should be instructed to use public transportation. Reimbursement of the most economical means of transportation and fare will be honoured.

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. Reimbursement of the first piece of standard checked luggage, with receipts, per individual airline is allowed. Members who fly to OPSEU/SEFPO activities and functions, may submit seat assignment to a max of \$30 per flight, for refund on their expense claims.

#### 2. Ticket Insurance (Exclusion)

Claims for flight insurance on airline tickets will not be paid.

### 7.2 Travel to and from the Airport

Effective Dates:     1. April 14, 1984 [B2];  
                          2. September 16-18, 1992 [B33]

Application:         Executive Board Members

Related:             expenses, travel, transportation

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#### 1. Executive Board Members

Executive Board Members (EBMs) will be entitled to use the quickest method of transportation to and from the airport.

#### 2. Options

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.

### 7.3 Travel Between Downtown and Head Office

Effective Dates: September 16-18, 1992 [B34]

Application: OPSEU/SEFPO-wide

Related: expenses, travel, transportation

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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 18 km (11 miles).

These policies apply to return trips.

### 7.4 Mileage/Kilometrage

Effective Dates:     1.   December 16-17, 2015 [B], January 21-22, 2009 [B7], and January 23-24, 2008 [B3];  
                          2.   September 21-22, 2005 [B12]; March 9-10, 2005 [B16]; December 4, 2003 [B4]; January  
                                  24-25, 2001 [B4]; June 12-13, 1991 [B33]; August 26-27, 1983 [C]; July 23-24, 1981 [B1];  
                                  June 18 20, 1981 [C]

Application:         OPSEU/SEFPO-wide

Related:             expenses, travel, transportation

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#### 1. Rate

The transportation/kilometric rate will be as follows:

- One (1) OPSEU/SEFPO member travelling alone \$0.55/km;
- Two (2) OPSEU/SEFPO members, \$0.60/km;
- Three (3) OPSEU/SEFPO members \$0.65/km;
- Four (4) OPSEU/SEFPO members \$0.70/km;
- Five (5) OPSEU/SEFPO members \$0.75/km.

Any transportation/kilometric expense claim form involving OPSEU/SEFPO members as passengers must have the members name on the expense form.

#### 2. MTO Rate

Mileage at the rate of 40 cents per kilometre is paid according to distances published by the Ministry of Transportation (effective July 1, 1990).

### 7.5 Northeastern Area Council

Effective Dates: February 28-March 1, 1985 [B19]

Application: Head Office, Northeastern Area Council Delegates

Related: expenses, travel, transportation

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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.

### 7.6 Loss of Wages

Effective Dates:    1. August 26-27, 1983 [C];  
                          2. November 5-6, 1986 [B26]

Purpose:                OPSEU/SEFPO-wide; First Vice-President/Treasurer

Related:              expenses, travel, transportation

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#### 1. Claim for Lost Wages

A claim for loss of wages for reasonable travelling time to and from authorized Union meetings is allowed.

#### 2. Exception: Personal Vehicle

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/SEFPO, unless a suitable explanation has been submitted to and accepted by the First Vice-President/Treasurer.

**8. Parking Receipts**

Effective Dates: January 29-30, 1987 [B3]

Application: OPSEU/SEFPO-wide

Related: expenses, travel, transportation

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Parking claims will be paid only when supported by properly validated receipts.



**9. Taxi Receipts**

Effective Dates: January 29-30, 1987 [B3]

Application: OPSEU/SEFPO-wide

Related: expenses, travel, transportation

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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.

**10. Tip Receipts**

Effective Dates: September 21-22, 2016 [B20], January 29-30, 1987 [B6]

Application: OPSEU/SEFPO-wide

Related: meals

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A tip up to a maximum of 15 percent of the total bill on food delivery/service, taxis and porters will be reimbursed.

When claiming tips on large group expense claims, a receipt must indicate the amount of the tip provided and individual meal claims will continue to be reimbursed as per current OPSEU/SEFPO policy and practice.

### 4.3 Advances

## Advances

### 1. Deductions from Salary Cheques

Effective Dates: November 7-9, 1986 [C26]

Application: OPSEU/SEFPO-wide; Accounting Clerk

Related: expense

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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.

## 2. Head Office Responsibility

Effective Dates: August 14-15, 1991 [B44]

Purpose: Head Office; Locals; Members

Related: expense, advance

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Head Office, or area authorizing the advance, will be responsible for any money or advance authorized to members elected outside the Locals' control.

### 3. Lost Wages

Effective Dates: October 20-21, 2010 [B18]

Application: OPSEU/SEFPO-wide; Members

Related: expense

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Members are permitted to access advances for lost wages.

#### 4. Minimum Levels

Effective Dates: March 21-22, 2018 [B31] and December 3-4, 1987 [B4]

Application: OPSEU/SEFPO-wide; Members

Related: expense

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Advances for expenses related to events sanctioned or authorized by OPSEU/SEFPO, 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 will be issued, but in such cases, members can then submit the usual expense claims for reimbursement by OPSEU/SEFPO.

### 5. Negotiating Team Members

Effective Dates: March 21-22, 2018 [B31] and December 3-4, 1987 [B4]

Application: Neogotiating Team

Related: Expense, negotiations

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Negotiating Team members may obtain an operating advance for the term of negotiations enabling them to operate on Union money instead of their own.

All operating advances must be cleared when expense accounts are submitted at the end of negotiations.



**6. Purchase of airline, bus or train tickets**

Effective Dates: May 6-8, 2017 [C]

Application: OPSEU/SEFPO-wide; Members

Related: expense, travel

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A member who is purchasing a bus or train ticket is entitled to claim an advance from OPSEU/SEFPO. The advance request cannot be made prior to the event call out notice. The advance request will be processed within a week of the advance being authorized.

A member requesting an advance who is purchasing an airline ticket be entitled to an advance from OPSEU/SEFPO within a week of the advance request.

**7. Unusual, Board Members**

Effective Dates: August 21-22, 1980 [B13]

Application: OPSEU/SEFPO-wide; Members, President

Related: expense

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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.

#### 4.4 Other Expenses

**1. Expense Account Appeals**

Effective Dates: February 24 27, 1977 [B51]

Application: OPSEU/SEFPO-wide; Executive Committee

Related: expense

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

**4.4 FINANCIAL ADMINISTRATION – Other Expense-Related****2. Funding OPS Health and Safety Teams**

Effective Dates: April 16-17, 1996 [B5]

Application: OPSEU/SEFPO-wide

Related: Health and safety

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The OPS Health and Safety teams will not be funded, except for Ministries of Transportation and Corrections.

### 3. Presentations to the Executive Board

Effective Dates: September 20-21, 2006 [B6]

Application: OPSEU/SEFPO-wide; Members; Executive Board; Executive Committee; Locals; Committees

Related: expense

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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.

#### 4. Taxes on Income (Local Honoraria, Own Time and Time Off Payments)

**Effective Dates:** August 23-24, 1979 [B2-3];

**Application:** OPSEU/SEFPO-wide; Members; Head Office

**Related:** expense, tax

---

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.

**4.4 FINANCIAL ADMINISTRATION – Other Expense-Related****5. Tax Deductions on Wage Claims**

Effective Dates: November 25-26, 1979 [B14]

Application: OPSEU/SEFPO-wide; Members; Head Office

Related: expense, tax

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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.



#### 4.5 Dues

### 1. Structure, Included, and Changes

Effective Dates:     1. April 5-7, 2001 [C27];  
                          2. April 8-10, 1999 [C22];  
                          3. November 6, 1978 [B14]

Application:         OPSEU/SEFPO-wide; Members; Elected Officers; Executive Board; Executive Committees

Related:             dues

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#### 1. Structure

The dues structure will be 1.375% of basic salary.

#### 2. Included

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

#### 3. Changes

Each year the First Vice-President/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.

## 2. Collection: Salary and Retroactive

Effective Dates:     1. Convention 2006 [17];  
                          2. December 7-9, 1993 [B9]

Application:         OPSEU/SEFPO-wide; Members

Related:             dues

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### 1. Salary

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

### 2. Retroactive

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

### 3. Wage Claims: Coordinated Deductions

Effective Dates: October 24-25, 1990 [B3]

Application: OPSEU/SEFPO-wide; Members

Related: Dues

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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/SEFPO.

#### 4. Errors by Government

Effective Dates: March 21-22, 1975 [B12]

Application: OPSEU/SEFPO-wide; Members

Related: Dues

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

**5. Supplementary: During Strike or Lockout**

Effective Dates: April 27-29, 1995 [C]

Application: OPSEU/SEFPO-wide; Members

Related: Dues

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

**6. CAUT: Affiliated Relationship**

Effective Dates: October 21-22, 2004 [B2]

Application: OPSEU/SEFPO-wide; Members

Related: dues

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OPSEU/SEFPO approves the affiliation relationship between OPSEU/SEFPO 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.

#### 4.6 Control and Accountability



**1. General Principles of Financial and Fiduciary Responsibility**

Effective Dates: March 9-10, 2005 [B10]

Application: OPSEU/SEFPO-wide; Executive Board

Related: expense

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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.

## 2. Reports

### 2.1 Accounting of Expenditures – Officers

Effective Dates: January 19-21, 1977 [B21]

Application: OPSEU/SEFPO-wide; Elected Officers; Executive Board

Related: expense, reports

---

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.

## 4.6 FINANCIAL ADMINISTRATION – Control and Accountability

### 2.2 Division/Sector

Effective Dates: September 10-11, 1997 [B17]

Application: First Vice-President/Treasurer, Division/Sector Committee Chairs

Related: expense, reports

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The OPSEU/SEFPO First 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.

### 2.3 Financial Statements and Quarterly Report

Effective Dates: January 20, 2021 [B17], March 21-22, 2018 [B31]; June 15-16, 2011 [B7], December 9-10, 1982 [B34]

Application: Regional Vice-President; Locals

Related: expense, reports

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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. This information will also be shared with Local Presidents and Executive Board members.

Any questions surrounding the financials be directed to the respective Regional Vice-President's to answer.

This information may be shared electronically.

#### 2.4 Legal Fees and Accounting Fees

Effective Dates: November 22, 1974 [C]

Application: OPSEU/SEFPO-wide

Related: expense, reports, Convention, legal

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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.

### 2.5 Quarterly review; Monthly reports

Effective Dates: 1. December 6 7, 1984 [B4];  
2. January 11, 1983 [B7-8]

Application: OPSEU/SEFPO-wide; Executive Board; First Vice-President/Treasurer

Related: expense, reports

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#### 1. Quarterly Review

The Executive Board will undertake a regular quarterly review of revenues and expenditures.

#### 2. Monthly Reports

From time to time the Executive Board of OPSEU/SEFPO allocates previously unbudgeted funds to be used on an on-going basis. The First Vice-President/Treasurer will report monthly to the Board the status of these types of expenditures.

### 3. Signing Authority – Regional Offices

Effective Dates: March 5, 1982 [B16]]

Application: Regional Offices

Related: expenses, region

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In each Regional office the Staff Representative(s) is/are authorized to sign on the Regional office 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.

#### 4.7 Budget



**4.7 FINANCIAL ADMINISTRATION – Budget****1. Preparation and Reports**

Effective Dates:     1. August 23-24, 1985 [B13];  
                          2. January 20, 2021 [B17] and April 23-25, 1992 [C29];  
                          3. December 6-7, 1984 [B4]

Application:         OPSEU/SEFPO-wide; Head Office

Related:             expenses, Convention

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**1. Preparation**

Budget preparation principles:

- OPSEU/SEFPO'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.
- Department Administrators are responsible for preparing annual departmental budgets, and they will be held accountable for any overspending of their budget.
- An annual schedule of budget preparation, review and approval will be formally established as a chief element of the financial control system.

**2. Reports**

A detailed, written report will be prepared by each department on any monies spent over their budget. Such report(s) will be sent to the Executive Board upon completion and receipt of the First Vice-President/Treasurer's office.

All staff identifiers will be removed from the report.

**3. Two Years**

The budget will cover a twenty-four (24) months period so as to provide a longer planning horizon and permit greater opportunity for review and control.

## 2. Responsibility

Effective Dates: August 30-September 2, 1993 [B16]

Application: OPSEU/SEFPO-wide; Elected Officers; Executive Board; Regional Offices

Related: expenses, budget, audit, committee

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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/SEFPO, and subsequently make recommendations to the President and First Vice-President/Treasurer.

### 3. Reference Document

Effective Dates: May 14-15, 2008 [B15]

Application: First Vice-President Treasurer; Executive Board

Related: Expenses, budget

---

The office of the First Vice-President Treasurer will prepare annually a reference document that will accompany the budget document.

Executive Board Members (EBMs) 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.

**4. Accountability**

Effective Dates: May 3, 2010 [EC2]

Application: Executive Board

Related: Expenses, budget

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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.

### 5. Asset Acquisitions

Effective Dates: March 28 29, 1980 [B25]

Application: First Vice-President Treasurer

Related: expenditures, budget

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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.

**4.7 FINANCIAL ADMINISTRATION – Budget Audit****6. OPSEU/SEFPO and Locals' Audits**

Effective Dates: May 9, 1990 [B8]

Application: President; First Vice-President Treasurer; Executive Board; Locals

Related: Expenses, audit  
Constitution, Articles 26 and 28

**OPSEU/SEFPO's Annual Audit**

OPSEU/SEFPO'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 articles 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.

**Locals' Funds**

Funds in the hands of Locals:

Locals may be subject to an outside audit by the engaged auditing firm or at the request of the President or First Vice-President/Treasurer's office. The auditors shall determine the number of Locals and process based on their professional accounting principles.

Locals may be subject to an internal audit by a member auditor at the direction of the First Vice-President's Office or on the recommendation of the Audit Committee.

- When Locals are subject to internal audit, the Audit Committee will appoint a regional member auditor. The Audit Committee shall select the member auditor from a list provided by the Region's Executive Board Members.

If a conflict of interest arises between a regional member auditor and a Local selected for audit, the following will occur:

- A member auditor from another Region will be appointed by the Audit Committee. The Audit Committee will appoint the member auditor from a list provided by a different Region. The member auditor will then be assigned to do the audit.
- The First Vice-President/Treasurer will be the final arbiter on the existence of a conflict of interest between a regional member auditor and a Local.

This policy shall apply to all funds, accounts and assets of a Local, regardless of method of generation or acquisition.

#### 4.8 Expenditures

**1. Education Fund and Defence Fund Surpluses**

Effective Dates: January 18-19, 1995 [B17]

Application: First Vice-President Treasurer

Related: Expenses, funds, education

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Accumulated surpluses in the Education Fund and the Defence Fund will be applied against the deficit in the General Fund.



## 2. Labour Day Activities

Effective Dates: June 23-24, 2021 [B22], November 20-21, 2019 Budget, May 7-8, 1982 [B7-8], July 6-7, 1987 [B27], and August 31-September 1, 1994 [B22]

Application: Regional Vice-Presidents; First Vice-President/Treasurer; Executive Board Members

Related: expenses, funds, regions

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Regional Labour Day Funds shall be made available to each of the Regional Vice -Presidents for Labour Day celebration purposes within their Region, as decided by the Regional Executive Board Members.

Labour Day budgets are based on \$10 per Local plus 20 cents per signed member in the Region. The minimum received by each Region would be the same as the previous year budget so there will be no decreases in funding by going to this formula.

No monies allocated may be used for the purchase of alcoholic beverages.

Access the Labour Day Fund shall be handled through the First Vice-President/Treasurer.

### 3. Locals' Expenses

Effective Dates:    1.   May 21 22, 1976 [B2];  
                          2.   March 5-7, 1997 [B23]

Application:        Locals

Related:            expenses, funds, Locals

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#### 1. 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.

#### 2. CAAT Extraordinary Financial Exigency

OPSEU/SEFPO 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.

#### 4. Disposal of Old Computers

Effective Dates: September 10-11, 1997 [B15]

Application: Locals

Related: expenses, funds, technology

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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/SEFPO will make it a donation to social action groups that OPSEU/SEFPO has a relation with.

#### 4.9 Working Financials

### 1. Banking: Signing Authority, Accounts, Line of Credit, Agreements, and Borrowing

Effective Dates:

1. October 26-27, 2011 [B6], October 18-19, 1979 [B2] and June 17, 2015 [B2];
2. January 20, 2021 [B17], November 19-20, 1983 [B21];
3. October 26-27, 2011 [B6]
4. March 21-22, 2018 [B31], September 16-18, 1992 [B36];
5. May 15-16, 2002 [B3]

Application: Elected Officers; Executive Board; Corporate Secretary; Head Office

Related: expenses, funds

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#### 1. Signing Authority

In regards to any Financial Institution of the Corporation that any two of the President, First Vice-President/Treasurer, 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.

#### 2. Accounts

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

#### 3. Line of Credit

It is in the interests of OPSEU/SEFPO to enter a security agreement with an Executive Board-approved financial institution as security for its authorized line of credit.

#### 4. Agreement

OPSEU/SEFPO 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.

The President and First Vice-President are authorized to execute a security agreement on behalf of OPSEU/SEFPO and are authorized to execute any other documents and do such other things as may be necessary to fulfil OPSEU/SEFPO's obligations under the security agreement.

## 5. Borrowing

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.

## 2. Buildings

### 2.1 Head Office – Associated Costs

Effective Date: May 9, 1990 [B2]

Application: Head Office

Related: funds, buildings

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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.

## 2.2 Real Estate – Management and Leasing

Effective Dates:     1.   November 6, 1978 [B9] and amended March 28-29, 1980 [B26];  
                          2.   September 9-10, 1998 [B15]

Application:         Elected Officers; Head Office; Regional Offices; Executive Committee; Executive Board

Related:             expenses, funds, buildings

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### 1. Management

After consultation with the First Vice-President/Treasurer, the President will make recommendations to the Executive Committee as they deem appropriate concerning:

- Renovations to Head Office and Regional Offices;
- Furniture acquisition and disposal;
- Decorating of Head Office and Regional Offices;
- 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.

### 2. Leasing

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.



### 2.3 Property Accounting

Effective Dates: 1. March 2-4, 1993 [B3], June 7-8, 1995 [B25];  
2. June 7-8, 1995 [B26]

Application: Executive Board; Elected Officers

Related: Funds, buildings

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#### 1. Costs

Acquisition:

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 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.

#### 2. Provision

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.

### 3. Granting of Security

Effective Dates: April 4-6, 2002 [C6]

Application: Executive Board

Related: funds

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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.

#### 4. Investment Options

Effective Dates: May 6, 1985 [B4], January 19-20, 2005 [B8]

Application: First Vice-President Treasurer; Executive Board

Related: funds

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The First Vice-President/Treasurer is authorized to invest OPSEU/SEFPO'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.

### 5. Strike Fund Insurance – Group Home and Auto Insurance Program

Effective Date: March 4-5, 1998 [3]

Application: First Vice-President Treasurer

Related: funds, insurance

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The 5 per cent OPSEU/SEFPO sponsorship fee to be received in respect to this insurance program will be deposited into the General Fund.

#### 4.10 Purchasing and Tendering

**1. Notice of Waiver**

Effective Date: March 3-4, 1983 [B31]

Application: Executive Board

Related: purchasing

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Whenever the established tendering policy is not being followed, a "notice of waiver" will be included in the Executive Board minutes.

## 2. Buy Canadian

Effective Dates:   1.   May 2-4, 1991 [C32];  
                          2.   June 10-11, 2010 [B15];  
                          3.   January 30, 2013 [B10], October 20-21, 2010 [B19], revised December 10, 2011 [B6]

Application:        OPSEU/SEFPO-wide

Related:            purchasing

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## 1. Union Policy

OPSEU/SEFPO 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.

## 2. Preference to Vendors With OPSEU/SEFPO Members

OPSEU/SEFPO will give preference when purchasing goods and services to vendors that employ OPSEU/SEFPO members.

## 3. Merchandise

All merchandise sold from OPSEU/SEFPO Enterprises be Canadian/Union-made or by social artisan groups wherever possible in the following ordering of preference:

1. Canadian Union-made
2. American Union-made
3. Union-made, excluding current affinity programs.

4. Financial Administration

4.11 Campaign Funding

**Contents:**

None. See Procedures Manual.



## Section 5. UNION SOLIDARITY, COMMUNICATION, AND CONTRIBUTIONS

This section provides OPSEU/SEFPO policies related to the Union's relationship with Labour Centrals, how the Union communicates with its membership, and the donations or contributions it makes toward bursaries, scholarships, various funds, and organizations.

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### Contents

5A. Union Solidarity

5B. Union Communication

5C. Union Contributions

### Acronyms Used in This Section:

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Acronym	Full Term
CAAT	Colleges of Applied Arts and Technology Colleges
CAS	Children's Aid Society
CAUT	Canadian Association of University Teachers
MTAC	Metro Toronto

### 5A.1 Union Solidarity: All Labour Centrals

**5A.1 UNION SOLIDARITY – All Labour Centrals****1. Affiliations: CAUT, NUPGE, OFL**

Effective Dates:	1. Convention 2004 [28]; 2. December 5-6, 2007 [B13]; 3. September 10-11, 1997 [B17]
Application:	OPSEU/SEFPO-wide
Related:	Expenses, campaigns, affiliations Procedures Manual

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**1. Canadian Association of University Teachers**

OPSEU/SEFPO will affiliate with the Canadian Association of University Teachers (CAUT) and such affiliation will be based solely on those OPSEU/SEFPO members, from the College of Applied Arts and Technology (CAAT) (Academic) Division, who teach in university-level degree granting programs.

**2. National Union of Public and General Employees**

As a condition of affiliation, insist that National Union of Public and General Employees (NUPGE) produce and distribute to its affiliates, annually, a full statement of expenses and remuneration of its Officers and representatives, and that OPSEU/SEFPO distribute this statement to its Locals at the same time as the OPSEU/SEFPO statement of expenses.

**3. Ontario Federation of Labour**

OPSEU/SEFPO reaffirms its affiliation with the Ontario Federation of Labour and will coordinate its fight back campaign with the Ontario Federation of Labour (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.

**5A.1 UNION SOLIDARITY – All Labour Centrals****2. Approval to Represent OPSEU/SEFPO on Committees: CLC, NUPGE, OFL**

Effective Dates: January 24-25, 1985 [B26]

Application: OPSEU/SEFPO-wide; President

Related: affiliations  
Procedures Manual

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

**5A.1 UNION SOLIDARITY – All Labour Centrals****3. Election Expenditures for Board Candidates (affiliated boards)**

Effective Dates: January 29-30, 1987 [B27]

Application: Members; Executive Board

Related: Expenditure, affiliations

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OPSEU/SEFPO 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.

**5A.1 UNION SOLIDARITY – All Labour Centrals****4. Convention Delegates and Delegate Expenses (affiliated conventions)**

Effective Dates:     1.   September 10-11, 1997 [B18];  
                          2.   October 18 19, 1979 [B10];  
                          3.   December 12-13, 2001 [B14]; April 16-17, 1996 [B4 – C. 1996];  
                          4.   January 24 25, 1985 [B27]

Application:         OPSEU/SEFPO-wide; Members; President; Regions

Related:             expenses, Convention, accomodations, representatives, affiliates

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**1. Convention Delegates**

In order to be elected at an OPSEU/SEFPO 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.

**2. Member Delegates**

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

**3. Delegate Accommodations**

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.

**4. Reports from Representatives**

The President of OPSEU/SEFPO will direct any and all OPSEU/SEFPO representatives on the CLC, NUPGE or OFL Executive Boards as well as any and all OPSEU/SEFPO 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/SEFPO.

NUPGE, CLC, OFL Conventions

Event	Policy	Effective Dates
<b>NUPGE</b>	<p>OPSEU/SEFPO will pay shared accommodation as stated in OPSEU/SEFPO Policy, cost of travel, meal allowance and registration for NUPGE Delegates as per OPSEU/SEFPO policy and in addition will pay 100 percent of regular lost time wages of Delegates.</p> <p>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).</p> <p>The seven member Indigenous 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.</p>	<p>April 14-16, 2016 [C12]; September 25-26, 2013 [B6]; April 19-21, 2012 [C6]; April 6-9, 2011 [C28]; April 20-22, 2006 [C27]; June 15-17, 1993 [B61]; October 23-24, 1991 [B49]; March 31, 1985 [B7]</p>
	<p>The Executive Board will be Delegates to the Convention.</p>	<p>June 15-17, 1993 [61]; October 23-24, 1991 [B49]; May 23-24, 1985 [B9]</p>
	<p>The Chair of the Retirees Division, from each Region will be a Delegate.</p>	<p>January 14-16, 1992 [B6]</p>
<b>CLC</b>	<p>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.</p> <p>The election of CLC Delegates will be by a separate ballot from the election of NUPGE Delegates.</p> <p>Delegate expenses will be on the same basis as NUPGE Delegates.</p> <p>The Executive Board will be designated as Delegates to the CLC Convention.</p> <p>The seven member Indigenous 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.</p>	<p>April 14-16, 2016 [C12]; April 19-21, 2012 [C6]; April 6-9, 2011 [C28]; April 20-22, 2006 [C27]; June 15-17, 1993 [B61]; October 23-24, 1991 [B49]; March 31, 1985 [B7]</p>
	<p>The Chair of the Retirees Division, from each Region will be a Delegate.</p>	<p>January 14-16, 1992 [B6]</p>
<b>OFL</b>	<p>OFL Delegates will be elected on the same basis as CLC and NUPGE Delegates except those 14 persons will be elected</p>	<p>April 14-16, 2016 [C12]; April 19-21, 2012 [C6]; April 6-9, 2011 [C28];</p>

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from each Region and the Executive Board will be designated as Delegates.

April 20-22, 2006 [C27];  
June 15-17, 1993 [B61];  
October 23-24, 1991

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

[B49]; March 31, 1985  
[B7]

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

The seven member Indigenous 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.

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

December 7-9, 1994  
[B35]; June 15-17, 1993  
[61]; January 14-16, 1992  
[B6]; October 23-24, 1991  
[B49]; October 30-31,  
1985 [B10]; September  
13-14, 1984 [B40]; July  
7-8, 1983 [B29]; January  
11, 1983 [B15]; October  
15, 1981 [B22]; June  
18-20, 1981 [C]; July  
26-27, 1979 [B14&31]

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**5. Membership Levels: CLC, OFL**

Effective Date: June 22-23, 1988 [B4]

Application: OPSEU/SEFPO-wide

Related: dues, affiliates

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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.

**5A.1 UNION SOLIDARITY – All Labour Centrals****6. Participation in Affiliated Conferences: CLC, OFL, NUPGE**

Effective Dates: July 7-8, 1983 [B34]; August 28-29, 1981 [B14]; July 23-24, 1981 [B3-5]

Application: Executive Committee, Executive Board Members, Regional Boards, members

Related: Conferences, affiliates

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**Criteria for Participation**

OPSEU/SEFPO 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:
  - a. whether OPSEU/SEFPO should participate in the conference, and
  - b. the nature of OPSEU/SEFPO's participation.

Conferences sponsored by non-labour bodies including government, academic institutions and independent or tripartite organizations will only draw participation from OPSEU/SEFPO 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/SEFPO website or the FAX network and the Regional Executive Board Members (EBMs) will select member/s from each Region from among the interested applicants.

All future OPSEU/SEFPO 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/SEFPO 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/SEFPO caucus should be called of all OPSEU/SEFPO 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/SEFPO 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/SEFPO Delegates should adopt in the light of OPSEU/SEFPO 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/SEFPO caucus, but only OPSEU/SEFPO member Delegates shall exercise a vote if votes are taken.

## 7. Coordination with OFL and Affiliates

Effective Date: August 28-29, 1981 [B26]

Application: OPSEU/SEFPO-wide

Related: affiliates

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In the future, when OPSEU/SEFPO 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.

## 5A.2 Union Solidarity: Singular Labour Centrals

**5A.2 UNION SOLIDARITY – Singular Labour Centrals****1. CLC Dues**

Effective Date: April 4-5, 1990 [B24]

Application: OPSEU/SEFPO-wide

Related: dues, expenditures

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

## 2. NUPGE Executive Board

Effective Date:     1.   June 16 17, 1986 [B23];  
                          2.   June 16-18, 1992 [B28]

Application:        OPSEU/SEFPO-wide; President

Related:            representation, affiliates

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### 1. Vice Presidential Candidates

As a matter of principle, the President of OPSEU/SEFPO 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.

### 2. Women's Representative

OPSEU/SEFPO's recommendation to the NUPGE Board will be that our candidate be the highest-ranking woman Officer in the Union.

**5A.2 UNION SOLIDARITY – Singular Labour Centrals****3. NUPGE Defence Fund**

Effective Date: December 8-9, 1988 [B4]

Application: OPSEU/SEFPO-wide; Executive Board Members

Related: expenses, funds, contributions, affiliates

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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/SEFPO's Strike Fund.



**5A.2 UNION SOLIDARITY – Singular Labour Centrals****4. NUPGE Dues**

Effective Date: NUPGE Convention May 1995

Application: OPSUE/SEFPO-wide

Related: expenses, dues, affiliates

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The dues to the NUPGE will be:

Percent 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.

**5A.2 UNION SOLIDARITY – Singular Labour Centrals****5. NUPGE Public Relations**

Effective Date: September 7, 1982 [EC1]

Application: OPSEU/SEFPO-wide

Related: expenditures, contributions, affiliates

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

**5A.2 UNION SOLIDARITY – Singular Labour Centrals****6. NUPGE Board Kits and Written Reports**

Effective Date: November 19-20, 1983 [B14]

Application: OPSEU/SEFPO representative, Executive Board

Related: orientation, affiliates, reports

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OPSEU/SEFPO's representative(s) on the NUPGE Executive Board is (are) required to submit twice yearly, a written report on their 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/SEFPO Executive Board upon request.

**5A.2 UNION SOLIDARITY – Singular Labour Centrals****7. OFL Women's Representative**

Effective Date: October 13, 1983 [B21]

Application: OPSEU/SEFPO representative

Related: gender, women, affiliates

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OPSEU/SEFPO's policy is that the OFL Board shall contain the highest-ranking OPSEU/SEFPO woman Officer.

### 5B.1 Union Communication: General Policies

**5B.1 UNION COMMUNICATION – General****1. Bilingualism**

Effective Date: September 18-19, 2002 [B37]

Application: OPSEU/SEFPO-wide; Locals; Members

Related: bilingual

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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/SEFPO members shall be available in both official languages at the time of release.

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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.

## 2. Gender Neutrality

Effective Dates: 1. October 19-21, 1993 [B40];  
2. September 22-23, 2021 [EB]

Application: OPSEU/SEFPO-wide

Related: gender, equity

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### 1. Gender Neutral Documents

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

### 2. Gender Neutral Language and Pronouns in Policy Manual

OPSEU/SEFPO's Policy Manual uses gender-specific language and pronouns such as she, he, him, her; which could lead to a person feeling disrespected, and can lead to dysphoria, exclusion, and alienation.

As the Policy Manual is being reviewed, edited, and restructured with Scribe Technical Writers and Editors, as approved by the Executive Board, all gender-specific language and pronouns will be amended to provide gender neutral language and pronouns.

Any new policies or amendments made to the Policy Manual will be made using gender neutral language and pronouns.

### 3. Generic Language

Effective Date: October 19-21, 1993 [B40]

Application: OPSEU/SEFPO-wide

Related: inclusion

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



**5B.1 UNION COMMUNICATION – General****4. Addressing Incorrect Information**

Effective Date: July 9-11, 1972 [B13]

Application: OPSEU/SEFPO-wide; Locals; Head Office

Related: --

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

### 5. Equity Rights in OPSEU/SEFPO Publications

Effective Dates: March 24-25, 2021 [B20], February 24-25, 1988 [B15]

Application: OPSEU/SEFPO-wide

Related: Equity, communication

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

## 5B.2 Union Communication: Internal Policies

**1. Awards for Best Local Newsletter**

Effective Dates: August 30-September 2, 1993 [B22]

Application: Head Office

Related: information-sharing, communication

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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.

## 2. Withering Trillium Award

Effective Date: July 22, 2004 [B9]

Application: Head Office; Staff; Members

Related: information-sharing, communication

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This award will be given on a monthly basis to a management person or employer, where OPSEU/SEFPO 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 be communicated to the media and membership.

### 3. *In Solidarity* Newsletter for Stewards and Activists

Effective Date: December 7-9, 1994 [B18]

Application: Head Office

Related: information-sharing, communication, funds, contributions

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OPSEU/SEFPO 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/SEFPO'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/SEFPO members, but will accept guidance from the Executive Board or Annual Convention.

#### **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/SEFPO. If no author is identified, the article represents OPSEU/SEFPO 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.

#### 4. Labor Notes Subscription

Effective Date: February 18, 1993 [EC2]

Application: Head Office

Related: information-sharing, communication

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OPSEU/SEFPO will continue its subscription to *Labor Notes* magazine on an on-going 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.



## 5. Publications: Approvals, Directory, and Bilingualism

Effective Dates:     1.   January 26 27, 1973 [B18];  
                          2.   October 30-31, 1985 [B41];  
                          3.   Convention 2010 [C33]

Application:         Head Office

Related:             information-sharing, communication, bililingualism

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### 1. Approvals

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

### 2. Executive Board Directory

OPSEU/SEFPO's website and other publications will contain a directory of the names, addresses and telephone numbers of Executive Board Members (EBMs), by Region.

### 3. Bilingualism

The French language version of the OPSEU/SEFPO 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.

### 6. New Member Orientation Package

Effective Date: November 19-20, 1983 [B29-30]

Application: Head Office; Locals

Related: information-sharing, communication, orientation

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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.

### 7. Non-Members (Local 999)

Effective Date: July 19-20, 1995 [19]

Application: OPSEU/SEFPO-wide

Related: information-sharing, communication

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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/SEFPO's membership computer as Local 999 (OPS members who have not signed Union cards). These lists will be provided regularly.

## 8. Policy Manual Updates and Member Access

Effective Dates:     1. August 5-6, 1982 [B10];  
                          2. Convention 2004 [31]

Application:         President; Head Office; Members; Executive Board

Related:             information-sharing, communication

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### 1. Updates

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.

### 2. Member Access

OPSEU/SEFPO Policy Manual will be made available on the website and kept current so that members can access it as needed.

## 9. Electronic Signage

Effective Dates: January 5-6, 2022 [B]

Application: Executive Board; President; Head Office; Staff

Related: Communication

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OPSEU/SEFPO has many buildings, both owned and leased, and has participated in branding strategies on vehicles, trailers, building signs, and road signs.

OPSEU/SEFPO will develop and implement a corporate policy on branding that must be approved by the Executive Board; and create templates and guidelines for signage, messaging, and other forms of public advertising wherever and whenever our corporate brand is public facing.

These templates and guidelines may be amended from time to time; however, these amendments must be submitted to the Board approval.

Buildings that are owned by OPSEU/SEFPO are to be immediately identified for electronic signage. Electronic signs are to be installed at these properties modelled on the sign at the Thunder Bay regional office. These electronic signs may be either on or near OPSEU/SEFPO buildings. However, the location of the electronic signs should be decided with input of the Executive Board Members of the Region the signs are located; and these electronic signs and their messaging will be preferably controlled from Head Office by Campaigns and Communications staff or if need be, by on-site staff.

Executive Board Members from each Region may request signage (messaging) changes through the President's Office, to be relayed to appropriate staff or department; and staff are to communicate with the owners of all buildings that are leased by OPSEU/SEFPO that we desire to have electronic signs placed on or near leased OPSEU/SEFPO buildings with our branding.

This policy would not impact Locals, Divisions or Sectors that may wish to purchase signs for messaging from time to time.

The funds for this initiative will come from budget proposals submitted to the Board for approval.

5C. UNION CONTRIBUTIONS

5C.1 Union Contributions: General

**Contents:**

None. See Procedures Manual.

### 5C.2 Union Contributions: Bursaries

5C.2 UNION CONTRIBUTIONS – Bursaries

**1. Bursaries**

Effective Dates: [Embedded below]

Application: Head Office

Related: information-sharing, funds, scholarships

Name	Purpose	Effective Date
André Bekerman Bursary	OPSEU/SEFPO will establish a permanent \$750 bursary in honour of Brother André Bekerman’s valued contribution to the trade Union movement and to OPSEU/SEFPO.	January 13, 2000 [C8], June 10, 1999 [B6]
Bill Kuehnbaum Bursary Fund	OPSEU/SEFPO will contribute \$250 annually to the Bill Kuehnbaum Bursary Fund.	August 19, 2004 [C9], May 29, 2003 [C4]
Helen Kiss Memorial Bursary	OPSEU/SEFPO will donate \$1,000 annually to the Helen Mary Kiss Memorial Bursary for single mothers attending Carleton University.	December 10-11, 1998 [B20]
Larry Cripps Memorial Bursary	This annual bursary/scholarship shall be in the amount of One Thousand Dollars (\$1,000) to assist a dependent of an OPSEU/SEFPO member who is taking post-secondary education in a Police Foundations Course or a Law and Security (Corrections) Course.	December 15-16, 2004 [B31]
Peter Kormos Bursary	OPSEU/SEFPO will participate in the Peter Kormos Memorial Bursary – Brock University: Centre for Labour Studies annually in the amount of \$1,000.00.	May 29-30, 2013 [B4]



5C UNION CONTRIBUTIONS – Scholarships

5C.3 Union Contributions: Scholarships

5C.3 UNION CONTRIBUTIONS – Scholarships

**1. Scholarships**

Effective Dates: [Embedded below]

Application: Head Office; President; Executive Board

Related: information-sharing, funds, bursaries, education

Title	Purpose	Effective Date
Carol McGregor Scholarship	OPSEU/SEFPO establish an annual scholarship in the memory of Carol McGregor. This scholarship shall be in the amount of \$1,500 to assist member’s children who have a visible or invisible disability, pursuing post-secondary education at the university or college level or in a trades’ program.	December 13-14, 2006 [B13]
Curt Bishop Scholarship Fund	This annual \$1,000 scholarship, in part or whole, will be made available to any OPSEU/SEFPO member’s child upon submission of an essay. Criteria can be found under member education (scholarships) on the OPSEU/SEFPO website. The winning essay(s) will be reviewed and decided by the OPSEU/SEFPO President or designee, a Local 521 Executive member and a member of the PHSC.	May 5, 2010 [EB3]
Fred Upshaw Scholarship	OPSEU/SEFPO establish an annual scholarship in honour of Fred Upshaw, former OPSEU/SEFPO/SEFPO President from 1990-1995. This scholarship shall be in the amount of \$1,000 and be awarded to dependents of racialized OPSEU/SEFPO/SEFPO members in good standing who are pursuing studies in labour relations and/or social justice and human rights.	November 17, 2020 [B1]
Karen Gottschalk-Millar Scholarship	The OPSEU/SEFPO/SEFPO Executive Board allocate \$1,000 as a standing budgetary line item to a scholarship fund in memory of Karen Gottschalk-Millar.	September 8, 2020 [B6]

5C UNION CONTRIBUTIONS – Funds

5C.4 Union Contributions: Funds

5C.4 UNION CONTRIBUTIONS – Funds

**1. Funds**

Effective Dates: [Embedded below]

Application: Head Office

Related: information-sharing, funds, scholarships, education, general policies  
Constitution, Article 6

Title	Purpose	Effective Date
Brian MacIntosh Fund	OPSEU/SEFPO contribute \$250 annually to the Brian MacIntosh Trust Fund to assist Children’s Aid Society (CAS) frontline workers in furthering their education.	December 4, 2003 [B17]
Children's Fund	OPSEU/SEFPO 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 [B10]
Curt Bishop Scholarship Fund	This annual \$1,000 scholarship, in part or whole, will be made available to any OPSEU/SEFPO member’s child upon submission of an essay. Criteria can be found under member education (scholarships) on the OPSEU/SEFPO website. The winning essay(s) will be reviewed and decided by the OPSEU/SEFPO President or designee, a Local 521 Executive member and a member of the PHSC.	May 5, 2010 [EB3]
Donna Bryant Memorial Fund	OPSEU/SEFPO will contribute \$1,000 annually to the Donna Bryant Memorial Fund.	December 6-7, 2000 [B2]
International Solidarity Fund	OPSEU/SEFPO will establish an International Solidarity Fund with the following Principles to include: increase awareness of international issues within OPSEU/SEFPO 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/SEFPO Board in consultation with the Indigenous Circle, Provincial Francophone Committee, PHRC, PWC, PYWC, other equity-seeking groups and staff, and that this group will	April 14-16, 2016 [C12]; Convention 2003 [12]

develop the process and Terms of Reference for accessing this fund.

OPSEU/SEFPO 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.

LEAF – Women’s Legal Education and Action Fund	The annual standing donation for LEAF will be a single donation of \$5,000.	September 21-22, 2011 [B8], January 26-27, 2011 [B6]
Leonard Peltier Fund	OPSEU/SEFPO Executive Board approve a donation \$200 per month (retroactive to the close of the 2003 Convention) to the Leonard Peltier Fund.	June 19, 2003 [B8]
	OPSEU/SEFPO make an annual contribution of at least, \$2,500 to the Leonard Peltier Defense Fund (Canada) until Mr. Peltier has regained freedom.	Convention 2006 [C18]
Live and Let Live Fund	OPSEU/SEFPO 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.	Convention 2003 [C11]
	These funds will be disbursed at least twice each fiscal year to reputable organizations recommended by The Stephen Lewis Foundation.	
	OPSEU/SEFPO will develop a “ <i>Live and Let Live</i> ” 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/SEFPO <i>Live and Let Live Fund</i> will make 75 per cent of its annual donations to African-based organizations and 25 per cent to Ontario-based organizations.	
	OPSEU/SEFPO implements the <i>Live and Let Live Fund</i> , 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:

- encourage donations;
- manage the funds appropriately;
- 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;
- recommend the Local which should receive the annual “Live and Let Live” award to the Executive Board (to be developed); and
- 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/SEFPO against the Local’s and Area Council donations; and
- Central OPSEU/SEFPO will match all donations made by Locals and/or members toward the Live and Let Live Fund up to a total of \$50,000 annually.

(revised May 5, 2010 [B12])

OPSEU/SEFPO will investigate the possibility of establishing the Live and Let Live Fund as a registered charitable fund.

(May 14-15, 2003 [B29])

Northern Lights Fund	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 two General Membership Meetings per year with the amount of dues rebate they received under the standard rebate formula.	December 13-14, 2017 [B6], June 4, 2009 [C5], May 14-15, 2008 [B11]
<i>Also see Procedures Manual for rules and criteria.</i>		
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 [B14]]

Rainford Jackson Education and Development Fund	In recognition of his contribution, OPSEU/SEFPO will establish the Rainford Jackson Education and Development Fund, and award \$2,500 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/SEFPO 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/SEFPO 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.	September 17-18, 2014 [B11]; March 4-5, 2009 [B19]

*Also see Procedures Manual for committees, funding, and member access.*

### 5C.5 Union Contributions: Organizations



5C.5 CONTRIBUTIONS – Organizations

1. Organizations

Effective Dates: [Embedded below]

Application: Head Office

Related: information-sharing, funds, solidarity

Title	Purpose	Effective Date
Barbra Schlifer Commemorative Clinic	OPSEU/SEFPO will contribute \$750 annually to the Barbra Schlifer Commemorative Clinic.	May 5, 2011 [EC4]
Canadian Centre for Policy Alternatives	OPSEU/SEFPO will provide an annual standing donation to a maximum of \$5,000 to the Canadian Centre for Policy Alternatives.	October 13, 2011 [C3]
Canadian Civil Liberties Association	OPSEU/SEFPO will contribute \$1,250 annually to the Canadian Civil Liberties Association.	October 24-25, 1980 [B27]
Mayworks	OPSEU/SEFPO will contribute \$2,000 annually to Mayworks.	April 17, 2012 [EC3]; March 11, 2010 [EC2]
National Movement for Harmony in Canada	OPSEU/SEFPO will donate \$2,500 annually to the National Movement for Harmony in Canada.	August 24, 2006 [C6]; March 5-6, 2003 [B32]; October 26-27, 2000 [B29]
Ontario Coalition for Better Child Care	The OPSEU/SEFPO Executive Committee approves the sum of \$500 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 [C4]
Ontario Workers Arts and Heritage Centre	OPSEU/SEFPO will contribute annually \$5,000 to the Ontario Workers Arts and Heritage Centre.	June 12, 2008 [C2]; April 16-18, 1998 [C]
Our Times Magazine	Beginning with the 2000 budget, OPSEU/SEFPO will institute an annual standing donation of \$1,000 to <i>Our Times Magazine</i> , and an additional \$1,000 to be used for the purchase of subscriptions for use at educationals, etc.	January 13, 2000 [C5]

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

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Speakers Schools	OPSEU/SEFPO will make a \$1,500 standing donation each to the Thunder Bay, Toronto and Hamilton Speakers Schools.	June 3, 2010 [EC9]
Stephen Lewis Foundation	OPSEU/SEFPO will establish an annual standing donation to the Stephen Lewis Foundation in the amount of \$25,000.	March 5-6, 2003 [B7]
Women of Inspiration	OPSEU/SEFPO will contribute to the Women of Inspiration, an amount of \$1,250 annually.	December 11-12, 2019 [B29]

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## Section 6. UNION EDUCATION AND TRAINING

This section provides OPSEU/SEFPO policies related to education and training, including Regional and Local leadership, and external opportunities.

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### Contents

- 6.1 General Policies
- 6.2 Regional and Local Leadership Training
- 6.3 Other Education and Training
- 6.4 Scholarships

### 6.1 General Policies

**6.1. UNION EDUCATION AND TRAINING – General/Network for Better Contracts****1. Policy Statements**

Effective Date: April 6-8, 2000 [C23]

Application: OPSEU/SEFPO-wide

Related: education, training, equity, child care, retirement

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The harsh anti-Union climate our Union faces, mandates OPSEU/SEFPO to find ways to better coordinate 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 on-going 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/SEFPO 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.

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 on-going 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 (NBC) 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.

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.

### **Building a Network for Better Contracts**

Convention 2000 adopt the broad policy direction set out in this paper, committing our Union to building a Network for Better Contracts (NBC) that includes an on-going Union-wide program of leadership training and development for membership and staff, support for member communications and research, and the best possible coordination of our collective efforts.

(Incorporates Agitate Educate Organize principles)

The cause of labour has always been to empower people to control and direct their own lives. OPSEU/SEFPO 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/SEFPO'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/SEFPO'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 is 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 program 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.
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.

### **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.

### **Encouraging Participation of Members With Children**

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.

### **Encouraging Participation of Retirees**

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 on-going 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.

## 6.2 Regional and Local Educationals



## 6.2. Union Education and Training – Regional and Local Education

### 1. Instructors, Course Development and Evaluation, Allowable Claims, Wages, Timing

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide

Related: equity, education, expenses

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#### **Instructors**

OPSEU/SEFPO will use staff and/or members to instruct in OPSEU/SEFPO'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.

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

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/SEFPO educationals.

Both members and staff will teach alone at schools. Co-teaching will only be used to train the developing teacher.

(December 7-9, 1993 [B10])

#### **Course Development and Evaluation**

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.

OPSEU/SEFPO 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, on-going issues of elimination of employment barriers and job accommodation for persons with disabilities.

(No date)

**Allowable Claims**

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 [C30])

**Wages**

Shift workers will be provided lost wages for attending educationals on regularly scheduled work days.

(April 8-10, 1999 [C7])

Precarious workers attending OPSEU/SEFPO educationals, who do not have regularly scheduled shifts and rely on call-ins for work, are entitled to reimbursement of wage claims and do not have to comply with a deadline to submit wage claims prior to the event.

(June 26-27, 2019 [B27])

**Timing of Educationals**

There will be correlation between the Departments of OPSEU/SEFPO 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 [B15])

**6.2. UNION EDUCATION AND TRAINING – Regional and Local Education****2. Local Educationals**

Effective Dates: [Embedded below]

Application: Locals

Related: child care, dependent care, funding

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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 [B9])

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

OPSEU/SEFPO 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.

**Child Care and Dependent 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.

**Representation**

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.

Anybody recognized under OPSEU/SEFPO's Constitution may sponsor a Local educational – i.e.,

- Locals
- Area Councils
- Bargaining Units
- Indigenous 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 to Central Union

### **Authorization**

Authorization will consist of approval by an Executive Board Member (EBM) and Staff Representative from the applicable Region.

### 6.3 Other Education

### 6.3 Union Education and Training – Other Education

#### 1. Centres for Labour Studies

Effective Date: February 24-27, 1977 [B36]

Application: Executive Board Members

Related: education, training

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The Executive Board reaffirms 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.

**6.3 Union Education and Training – Other Education****2. Community College Labour Studies**

Effective Date: Convention 2004 [36]

Application: OPSEU/SEFPO-wide

Related: education, training

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

**6.3 Union Education and Training – Other Education****3. Health and Safety Training**

Effective Date: October 20-22, 1992 [B38]

Application: OPSEU/SEFPO-wide

Related: education, training

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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/SEFPO's Level 1 and Level 2 Health and Safety course.

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.

In accord with the Act, the employer shall provide paid time off work and shall bear all necessary cost to effect certification training.



**6.3 Union Education and Training – Other Education****4. Human Rights Training**

Effective Dates: September 15-16, 1999 [B14]

Application: OPSEU/SEFPO-wide

Related: education, training, human rights

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OPSEU/SEFPO 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.

**6.3 Union Education and Training – Other Education****5. Orientation Session for Newly Organized Locals**

Effective Date: September 13-14, 1984 [B33]

Application: Locals, President

Related: orientation

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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.

**6.3 Union Education and Training – Other Education****6. Educational Leave**

Effective Date:     1.   June 15-17, 1993 [B]  
                          2.   May 19-20, 2004 [B64]

Application:        Locals, President

Related:            education, leave

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**1. Policy Paper**

The Executive Board adopted the policy paper "An Overdue Right" on Paid Educational Leave.

**2. Collective Agreement Provisions**

OPSEU/SEFPO undertakes to redouble our efforts to win educational leave provisions in all our collective agreements.

### 6.3 Union Education and Training – Other Education

#### 6. Co-operative (Co-op) Education and Summer Students

Effective Date: March 21-22, 2018 [B13]

Application: OPSEU/SEFPO-wide

Related: education

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#### Intent

This policy has been adopted to develop a co-operative (co-op) education and summer student program that will provide students with the opportunity to join OPSEU/SEFPO on a temporary basis, providing them with exposure to OPSEU/SEFPO, the labour movement and social democratic principles. This policy outlines the responsibilities involved with the hiring and development of co-op and summer students.

#### Guidelines

The goal of the program is for students to gain experience and knowledge. Co-op and Summer Students are non-complement positions and work under the direct supervision of the Supervisor of the Unit to which they are assigned. Although students may provide staff with day-to-day support and assistance, they are not to be used to backfill or replace staff.

#### Co-op Education Program

Typically, co-op education programs run during the fall, winter and/or summer terms. Employee Relations will determine which publicly-funded academic institution(s) to form a partnership with for the purposes of the OPSEU/SEFPO Co-Op Education Program.

#### Summer Student Program

Summer students from publicly-funded secondary schools, colleges or universities may be hired individually for the summer months.

#### I. Hiring Process

When hiring co-op and summer students, OPSEU/SEFPO shall comply with all the hiring practices of the associated academic institution.

Students may be hired through the recruitment efforts of OPSEU/SEFPO, or at the initiation of a student.

#### Hiring Procedure

All expressions of interest from students shall be directed to Employee Relations. The Senior Advisor, Employee Relations will liaise with the appropriate Supervisor to determine whether a student placement is feasible. If the decision is to proceed with the placement, in accordance with the provisions of the Collective Agreements between OPSEU/SEFPO and either Ontario Public Service Staff Union (OPSSU) or

Administrative Staff Union (ASU) the Supervisor will submit a written request outlining the following information:

- Main duties and responsibilities of the position;
- Hours of work;
- Duration of the expected work;
- Minimum qualifications; and
- If OPSEU/SEFPO intends to solicit applications for students, Employee Relations will post summer student jobs and will send co-op education postings to the relevant academic institution for posting.

When reviewing applications, OPSEU/SEFPO will give preference to applicants who possess:

- an education in an appropriate field (where applicable); and
- a demonstrated commitment to the labour movement, social democratic principles and/or diversity.

The Supervisor and a representative from Employee Relations will interview qualified applicants either on campus, at OPSEU's offices or by telephone/video conferencing.

During the selection process, preference will be given to students who are members of OPSEU/SEFPO.

Once the successful candidate has been selected, OPSEU/SEFPO shall provide a written job offer to the student and/or the student's academic institution, specifying the start date and any other terms of employment.

As with all hiring, the final decision to hire any co-op or summer student is made by the President.

## **II. Terms of Employment for Students**

All students shall be subject to the same terms of employment as temporary employees, will be required to comply with all applicable OPSEU/SEFPO policies, and may be subject to disciplinary actions up to and including the termination of their employment

All students will be paid as outlined below based on classification rate in which they are working as outlined in the Wage Rate Schedule in of the either the ASU Collective Agreement or the OPSSU Collective Agreement as appropriate:

- 1st year of placement 50% of the wage rate for the classification
- 2nd year of placement 65% of the wage rate for the classification
- 3rd year of placement 75% of the wage rate for the classification
- 4th year of placement 85% of the wage rate for the classification.

### **Bargaining Unit**

All students will become members of the OPSSU or ASU bargaining unit as appropriate, save and except where they are hired to work for staff that are excluded from both the OPSSU and ASU bargaining units.

### **Duties and Responsibilities**

OPSEU/SEFPO will provide meaningful and productive work for students to ensure they are provided with an opportunity to develop their skills. OPSEU/SEFPO may provide mentorship, job-shadowing and/or training in the furtherance of these goals.

Students will perform a limited range of duties and responsibilities of the position to which they are assigned (if any) under the direction and guidance of a bargaining unit member and/or Supervisor. Such assignments are not intended to fill regular complement positions on a permanent basis.

### **Work Term**

Students will be assigned to a work term determined by OPSEU/SEFPO and the student. With respect to co-op students, the work term will be consistent with the co-op education program requirements of their academic institution, which generally consists of a four (4) month period.

Student assignments will not exceed a duration of six (6) months without the mutual agreement of OPSEU/SEFPO and OPSSU or ASU as appropriate.

### **Hours of Work**

Students will regularly work 35 hours per week, unless otherwise specified by OPSEU/SEFPO and the relevant academic institution.

### **Insurance Coverage**

OPSEU/SEFPO shall maintain appropriate insurance coverage for students, as required by law.

### **III. Performance Reviews**

Students shall be assigned to a single Supervisor. The assigned Supervisor will provide regular direction and feedback to ensure that the student is performing at the required levels and meeting goals and objectives.

Where a student fails to meet employment expectations, the Supervisor shall inform both the student and Employee Relations. In the case of a co-op student, Employee Relations will bring the situation to the attention of the student's academic institution.

In the event that a student is in violation of OPSEU/SEFPO policies and/or the Collective Agreement, or is incapable of completing their required work duties, OPSEU/SEFPO may release the student as appropriate.

### **Co-op Education Reporting and Site Visits**

Due to the short term nature of co-op student placements, and in accordance with academic institution reporting requirements, the Supervisor may be responsible for providing a report or summary of the student's assignments and progress at the close of the placement, or at any other time period required by the academic institution. A copy of any report(s) will be forwarded to Employee Relations for record/reporting purposes.



## POLICY MANUAL

If required by the academic institution, a site visit may be arranged in which a member of the Co-op Office of the institution attends the workplace during the work term.

### **End of Placement and Final Report**

In the week in which the student's assignment comes to a close, the student will provide a brief reflective report outlining the key insights gained from the placement at OPSEU/SEFPO.

### **Acknowledgement and Agreement**

I, \_\_\_\_\_, acknowledge that I have read and understand the Co-operative (Co-op) Education & Summer Student Policy of OPSEU/SEFPO. Further, I agree to adhere to this policy. I understand that if I violate the rules/procedures outlined in this policy, I may face disciplinary action, up to and including termination of employment.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

#### 6.4 Scholarships



## 6.4 Union Education and Training – Scholarships

### 1. All Scholarships

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide

Related: education, scholarships, solidarity

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**OPSEU/SEFPO Residential Schools:** Charles J. Darrow Scholarship; May 7, 1982 [B43])

**Labour College of Canada:** Ed Broadbent Scholarship; November 9-10, 1989 [B9])

**CLC Week-Long Courses:** Charles J. Darrow Bursary Fund; June 9-12, 1982 [C]

**Global Solidarity Scholarship Fund:** October 21-23, 2003 [B35]

**Global Solidarity Scholarship Fund:** (Convention 2002 [23])

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

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/SEFPO members in good standing for a minimum of 12 months, a \$1,000.00 scholarship toward post-secondary education for which they are enrolled at a publicly-funded, recognized Canadian College or University.

There are two important initiatives which OPSEU/SEFPO'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/SEFPO has made the fight against HIV/AIDS a top priority in our work toward 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/SEFPO 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/SEFPO 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.

*See Procedures Manual for application procedures.*

## References and Resources

## REFERENCES and RESOURCES

1. Glossary of Terms
2. Table of Abbreviations
3. Related Legislation
4. Regional Boundaries, Regional Offices, and Membership Centres (Map and Descriptions)
5. Branding: Logo, Colours, and Permissions
6. Organizational Structure (Chart)
7. Committees and Representatives 2019-2021 (Table)
8. Contacts: Head Office

*All forms are available on OPSEU/SEFPO's [website](#).*

**1. GLOSSARY OF TERMS**

**Across the board adjustment** – An identical change in pay for all employees in the group.

**Adverse impact** – Discrimination that occurs when an organization, for genuine business reasons, adopts a practice or a rule, which appears to be neutral and will apply equally to all, but which has a discriminatory effect on a particular group of people protected by the Ontario Human Rights Code.

**Application for certification** – A request by a trade Union to the Ontario Labour Relations Board to be designated as the sole bargaining agent for a particular group of employees.

**Arbitration** – A process in which a single person or a panel hears both sides of a dispute and issues a decision (award) which binds both parties.

**Assessments** – Special charges levied by unions to meet particular financial needs.

**Back pay** – Wages due for past services.

**Bargaining agent** – A Union that acts on behalf of employees in collective bargaining.

**Bargaining right** – The right of workers to negotiate through their chosen representatives, or the right of a Union certified by the Labour Board to represent the members in collective bargaining.

**Bargaining unit** – The employee group deemed appropriate for collective bargaining. Factors include community of interest, history of collective bargaining, work performed, organization and representation of employees.

**Broader Public Service (BPS)** – OPSEU/SEFPO members outside the OPS and the colleges whose funding sources directly or indirectly is the government.

**Bumping** – Use of seniority to displace a junior employee when conditions require temporary or permanent layoffs.

**Burden of proof** – Which party bears the onus of proving their case either pro or con. In dismissal/Discipline and Unfair Labour Practice Charges the Employer bears the burden of proving their actions were appropriate.

**By-laws** – Local provisions to supplement our Constitution. They need approval from the OPSEU/SEFPO President to be effective.

**Call-back pay** – Required pay for a minimum number of hours when a worker is called back to work outside scheduled working hours.

**Canadian Labour Congress (CLC)** – Canada's national central labour body, representing over 70 per cent of organized labour.

**Certification** – Official designation that a Union is the sole and exclusive bargaining agent for a group of workers.

**Classification plan** – A job evaluation method comparing jobs against a salary scale.

**Compensatory time off** – (1) Time off in lieu of pay for workers who do overtime; (2) Extra time allowed when a holiday falls on an employee’s regular day off.

**Conciliation and mediation** – Processes which provide assistance to resolve labour disputes. Conciliation is a necessary step toward a legal strike or lockout.

**Constitution Committee** – Committee made up of one member elected per Region to review and make recommendations on all Constitution amendments at AGM.

**Convention** – Assembly of Delegates to debate and determine Union policies, elect the two Full-time Officers of the Union and amend the Constitution.

**Craft Union** – A Union whose membership is restricted to workers having a particular skill, e.g., printers, electricians.

**Credentials Committee** – A Convention Committee made up of one member elected per Region to make decisions on the validity of Delegate credentials and report to Convention the numbers of Delegates, alternates, observers and fraternal in attendance.

**Decertification** – A Labour Board decision to withdraw certification of a Union as exclusive bargaining representative.

**Demotion** – Transferring to a job with lesser responsibility or pay.

**Discipline clause** – Section of a collective agreement giving management the right to penalize employees for cause.

**Discrimination** – Any practice or behaviour, whether intentional or not, which has a negative effect on an individual or group because of a ground protected under the Code. Discrimination may arise out of direct differential treatment, or it may arise from the unequal effect of treating individuals and groups in the same way. Either way, if the effect on the individual is to withhold or limit full, equal, and meaningful access to goods, services, employment etc., available to other members of society, it is discrimination.

**Division** – Occupation, sector

**Downgrading** – Demotion of a position through reduction of its duties and responsibilities.

**Dues** – Money paid by Union members to support their Union.

**Employee Relations Committee (ERC)** – A labour/management committee.

**Employment equity** – The goal of removing employment barriers and discriminatory practices.

**Failure to represent** – Charge that a Union has violated a member’s right to fair representation.

**Free collective bargaining** – Negotiations where workers have the right to strike in support of contract demands.

**Good faith** – An essential element of collective bargaining, requiring the parties to make every reasonable effort to reach agreement.

**Grievance** – Complaint by one or more employees or the Union that management has breached the collective agreement or labour related legislation.

**Grievance Settlement Board (GSB)** – Arbitration Board that hears grievances from the OPS.

**Harassment** – Under the Ontario Human Rights Code means “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome” based on one or more of the grounds protected by the Code. “Workplace harassment” under the Ontario Occupational Health and Safety Act means “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome” and need not be based on one of the grounds under the Ontario Human Rights Code.

**Interest arbitration** – A hearing at which an arbitrator is called upon to determine the contents of a collective agreement, usually because the workers are barred from striking to support their contract demands.

**Injunction** – A court order restraining an individual or organization from committing or engaging in certain acts.

**In solidarity** – 1. A common Union salutation. 2. A newsletter put out by members for OPSEU/SEFPO Stewards.

**International Labour Organization (ILO)** – A specialized United Nations agency that works to improve labour conditions, living standards and economic and social stability.

**Internal organizing** – Building Union strength through maximum member participation.

**Job content** – The duties and responsibilities that make up a job.

**Job description** – A specific description of a single position.

**Job evaluation** – Process of determining ratings under certain criteria for comparing jobs under a classification plan.

**Job security** – Contract language protecting a worker’s job.

**Labour Council** – An organization of various unions at the municipal or district level.

**Labour-Management Committee (LMC)** – A committee of management and worker representatives to deal with joint concerns and try to resolve them. Also known as Employee Relations Committee (ERC) or Union College Committee (UCC).

**Leave of absence** – Permitted absence of an employee for a limited period.

**Local Executive Committee (LEC)** – Local Stewards (or Unit Stewards if the Local has more than one unit). Directs local union activities between Local meetings.

**Management rights** – Management has all rights except as restricted by-law or as bargained by the Union. Specific management rights are often spelled out in a contract, typically covering hiring, discipline, work organization and staffing levels.

**Mediation** – A process for resolving disputes in which a mediator acts as a neutral go-between.

**Ministry Employee Relations Committee (MERC)** – Joint ministry level labour/management committee in the OPS which takes up ministry-wide or unresolved Local issues.

**Ontario Federation of Labour (OFL)** – Provincial wing of the CLC which organizes campaigns and speaks for labour in the province.

**Ontario Labour Relations Board (OLRB)** – The body which certifies trade unions and adjudicates unfair labour practices and other charges under the Ontario Labour Relations Act (OLRA) the Colleges Collective Bargaining Act (CCBA) and the Crown Employees Collective Bargaining Act (CECBA).

**Ontario Public Service Staff Union (OPSSU)** – The Union which represents all OPSEU/SEFPO employees except managerial staff and excluded secretaries, who are represented by ASU (above), and excluded staff.

**Provincial Human Rights Committee (PHRC)** – An OPSEU/SEFPO Committee of one elected member per Region to promote and educate members on human rights and equity issues.

**Provincial Women’s Committee (PWC)** – An OPSEU/SEFPO Committee with one elected member per Region to promote and educate members on gender issues.

**Resolutions Committee** – A Convention Committee made up of one member elected from each Region who review and make recommendations on all resolutions received. They also screen all emergency resolutions and determine if they can come before the Convention.

**Rights arbitration** – A hearing at which an arbitrator is called upon to determine the meaning of a collective agreement, normally the final stage in a grievance procedure.

**Secondary picketing** – Picketing the site of a related employer or a site where merchandize or services of a struck employer is being sold or provided.

**Seniority** – System recognizing length of service for wage progression, job security, vacation and other benefits.

**Shop Steward** – Union official elected to represent a group of workers.

**Successor rights** – The right of a Union to continue to represent employees when the operation is sold or transferred to other owners.

**Technological change** – Introduction of new equipment, machinery or production techniques.

**Total Quality Management (TQM)** - One of many joint labour/management participation schemes.

**Trusteeship** - Taking over the administration of a local union’s affairs by the Central Union.

**Unfair labour practice** - Employer or Union activities that violate the Labour Relations Act, such as intimidation, coercion, interference, or failure to bargain in good faith.

**Union jurisdiction** - Union authority over certain types of work, certain workers or specific areas assigned by the Union or central labour body with which it is affiliated.

**Union shop** - Requirement that every worker covered by the collective agreement must become and remain a member of the Union.

**2. TABLE OF ABBREVIATIONS**

<b>Acronym</b>	<b>Full Term</b>
AMAPCEO	Association of Management, Administrative and Professional Crown Employees of Ontario
BPS	Broader Public Sector
CAAT	Colleges of Applied Arts and Technology Colleges
CAUT	Canadian Association of University Teachers
CLC	Canadian Labour Congress
CoRW	Coalition of Racialized Workers
CPP	Canada Pension Plan
DB	Defined Benefit
EAP	Employee Assistance Program
EBM	Executive Board Member
EES	Essential and Emergency Services
EI	Employment Insurance
GATS	General Agreement on Trade in Services
GIS	Guaranteed Income Supplement
HOOPP	Hospitals of Ontario Pension Plan
LEC	Local Executive Committee
MERC	Ministry Employer/Employee Relations Committee
NCCM	National Council of Canadian Muslims
NEL	Non-Economic Loss
NUPGE	National Union of Public and General Employees
OFL	Ontario Federation of Labour
OHRC	Ontario Human Rights Commission
OPS	Ontario Public Service
OPT	Ontario Pension Trust
PHRC	Provincial Human Rights Committee
PLC	Pension Liaison Committee
PWC	Provincial Women’s Committee
PYWC	Provincial Young Workers Committee
SIEF	Secondary Injury and Enhancement Fund
TDD	Telecommunications Device for the Deaf
TOPP	The OPSEU/SEFPO Pension Plan
WSIB	Workers Safety and Insurance Board
WSIAT	Workplace Safety and Insurance Appeal Tribunal

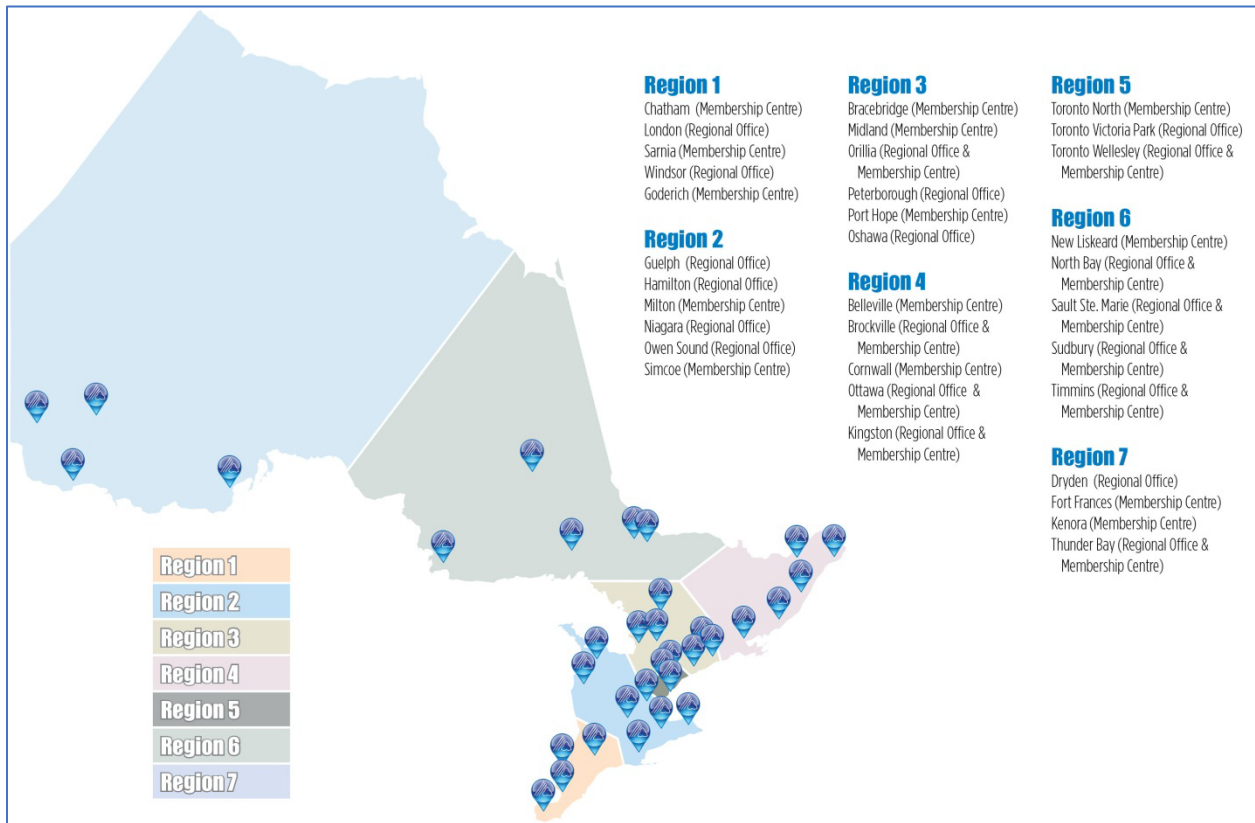


### 3. RELATED LEGISLATION

All laws are subject to amendment. Check the [latest statutes](#) for details. Relevant legislation includes the following:

- The Colleges Collective Bargaining Act
- The Crown Employees Collective Bargaining Act
- The Employment Standards Act
- The Hospital Labour Disputes Arbitration Act
- The Occupational Health and Safety Act
- Ontario Human Rights Code
- Ontario Labour Relations Act
- Pay Equity Act
- Public Sector Labour Relations Transition Act
- Workplace Safety and Insurance Act

4. REGIONAL BOUNDARIES, REGIONAL OFFICES, MEMBERSHIP CENTRES



**Effective Date:** June 20-22, 1975 [B]; April 21-22, 1977 [B15]

**OPSEU’s Regions are defined as the following:**

**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

**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

**5. BRANDING: LOGO, COLOURS, AND PERMISSIONS****Logo**

OPSEU/SEFPO's logo has three right slanted lines beside the Ontario trillium icon beside the acronym in English and French.



Current logos and variations are available on OPSEU's [website](#).

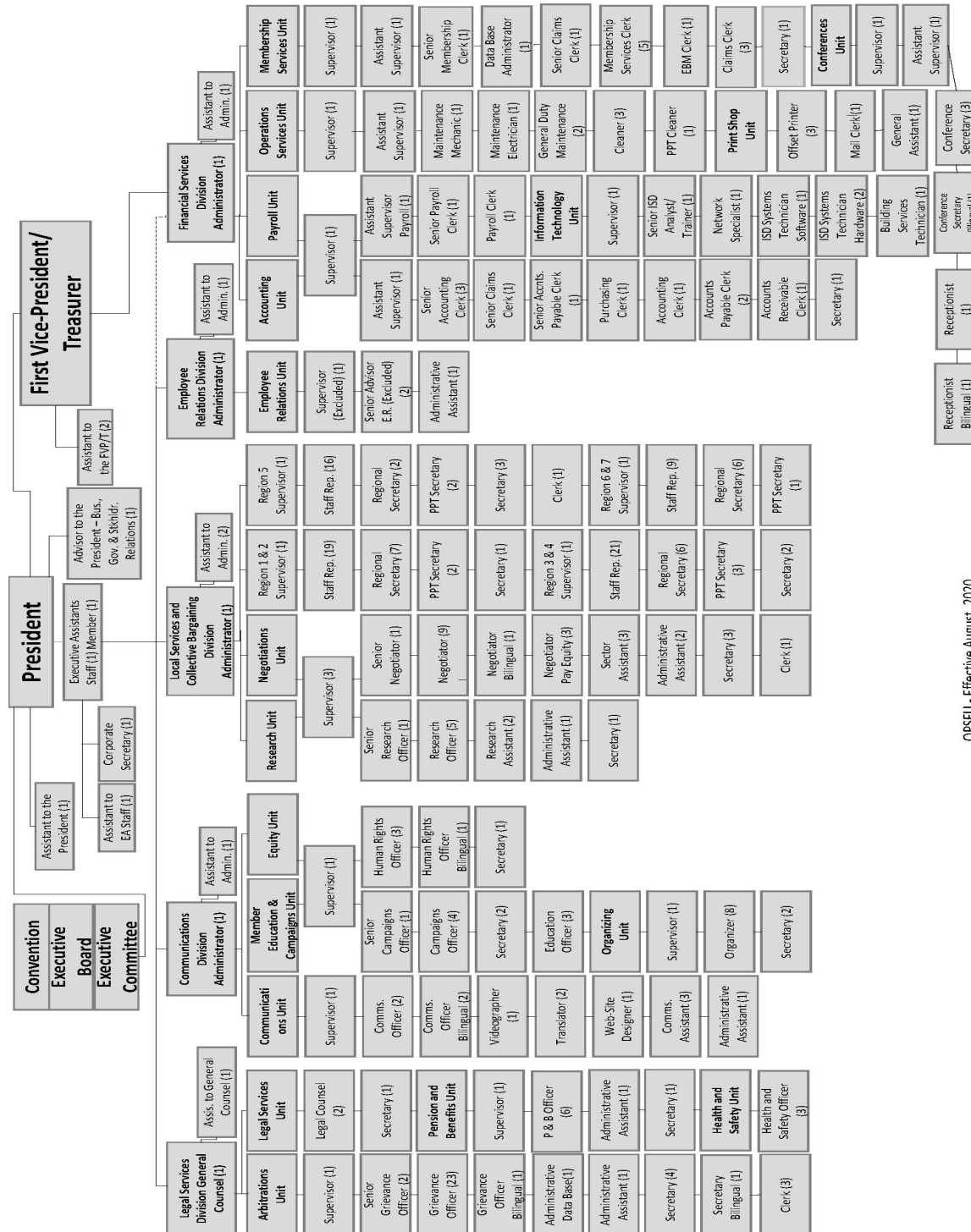
(Effective Date: October 22-23, 1997 [B3], January 24-25, 2007 [B26])

**OPSEU/SEFPO Colours\***

OPSEU/SEFPO uses [Pantone Blue 285](#) in print and [Hex Code 0971ce](#) online.

*\*Not approved by Board/no effective date*

6. ORGANIZATIONAL STRUCTURE



OPSEU - Effective August, 2020

**Effective Dates:** August 4, 2020 [B]; December 11-13, 1996 [B4]; January 27-29, 1998 [B17]; June 25-16, 1997 [B17]; March 4-5, 1998 [B13]; March 27, 1998 [B3], April 16-18, 1998 [C]; December 9-10, 1999 [B21]; September 15-16, 1999 [B5], June 16, 1999 [B3], May 19-20, 1999 [B12], June 29, 2000 [B6]; March 2-3, 2016 [B22]; September 27-28, 2017 [23]; October 24, 2018 [B].

**7. COMMITTEES AND REPRESENTATIVES 2019-2021**

<b>Indigenous Circle</b> Ken Maclam	<b>Audit</b> Ed Arvelin Tara Langford Tara Maszczakiewicz	<b>Central Political Action</b> <b>Geoff Cain</b> Sara Labelle Ken Maclam
<b>Coalition of Racialized Workers</b> Kingsley Kwok	<b>Convention Committees</b> Resolutions Laurie Nancekivell Constitutional Ken Steinbrunner Credentials Tara Langford Planning Tara Langford	<b>Disability Rights Liaison</b> Joel Usher
<b>Excluded Staff Hiring</b> <b>Ed Arvelin</b>	<b>Francophone Committee</b> Maggie Wakeford	<b>Highest-Ranking Female</b> <i>(NUPGE &amp; OFL Seats)</i> Sara Labelle
<b><i>In Solidarity</i> Board Liaison</b> Tara Maszczakiewicz	<b>MDT/SDT Ad Hoc</b> Ed Arvelin Maggie Wakeford	<b>OPSEU/SEFPO Resource/Enterprises</b> Lucy Morton Dave Doran
<b>Pension Liaison</b> Janel Perron Ken Steinbrunner	<b>PHRC Board Liaison</b> Erin Smith-Rice	<b>Policy Review</b> Laurie Nancekivell Ken Steinbrunner
<b>PWC Board Liaison</b> Jennifer Van Zetten	<b>PYC Board Liaison</b> Drew Finucane	<b>Rainbow Alliance Liaison</b> Erin Smith-Rice
<b>Retirees Board Liaison</b> Dave Doran	<b>Social Mapping</b> Laurie Nancekivell	<b>Solidarity Fund Board</b> <i>HIV/Aids Work (Live and Let Live)</i> Dave Doran <i>International Humanity Work</i> Joel Usher <i>International Solidarity Work</i> Jennifer Van Zetten
<b>Staff Negotiating</b> Tara Maszczakiewicz Edie Strachan Ken Maclam Ken Steinbrunner	<b>Staff Pension Plan Trustees</b> <i>(term continuing)</i> Janel Perron Drew Finucane Ken Steinbrunner Edie Strachan	<b>Strategic Planning</b> Lucy Morton Tara Maszczakiewicz Sara Labelle

