



PROCEDURES MANUAL

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

Last Updated:

February 2025

Introduction to the Procedures Manual

The July 2023 update to the OPSEU/SEFPO Procedures Manual presents union procedures 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 Policy Manual and the Constitution (also available on the [website](#)).

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

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

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

See the OPSEU/SEFPO Policy Manual for a complete description of the 2022 update.

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 link to relevant procedure.

Word(s)								
Accessibility	1.1.3	2.4.3	2.5.1	2.6a.1	2.9.3	3.4.1	6.2.4	
Accommodation (hotel)	4.3.1	6.2.4	6.3.2					
Affiliate	2.6a.8	5A.1.1	6.3.2					
Arbitration/Arbitrators	3	3.1.1						
Area Council	2.5.10	2.5.14	2.7	5A.1.1				
Assignments	2.1.1	2.1.6	2.6a.3					
Audit	2.2.2	2.3.2	2.6a.2	2.8.10 , 11,12,13	3.4.3	4.6.1	4.10.4	
Bank/Banking	2.8.5	4.9.6						
Bargaining/Bargaining Unit	3	3.1	3.4.1					
Benefits	3.4.1							
Bilingual	3.2.1							
Budget	2.2.2	2.3.2,3	2.5.1	2.6a.2	2.8.10	4	4.6.1	4.7
	6.2.1,2							
Building	3.4.3	4.9.5						
Bursary	x							
Child Care	x							
Collective Agreement	3.2.1							
Committee	2.2	2.3	2.4	2.6.3	5B.2.2			
Communication	1.5.1	2.1.4	2.3.2	2.6a.5	2.6a.8	2.8.4	2.8.6	2.8.7
	2.8.8	5	5B.2	6.2.1	6.2.2			
Conference	1.3.2	1.3.3	2.5.12.EB					
Constitution	2.5.13	2.5.1	2.6b.3	2.8.16				
Contract	4.9.3							
Contribution(s)	2.6.5	5	5C.1					
Convention	2.4.4	2.6	3.4.1	4.3.1	5A.1.1			
Deduction	X							
Delegates	2.5.8	2.5.1	2.5.1	2.6a.3	2.6a.6	2.6.6	2.7.1	
Dependent	X							
Disability	2.4.3							
Discrimination	SRAP	2.4.2	2.6a.2					
Dues	2.7.4	2.8.14	2.8.15	2.8.16	3.2.1	4	4.5	
Education	1.5.1	4.7.1	6					
Environment	X							
Employee Assistance	X							
Equity	1.1.1	1.3.3	2.9.3	6.2.1				
Executive Board	2.1	2.2	2.3	2.5.10	2.6.5	2.6b.1		
Expense(s)/Expenditures	1.5.1	4	4.4	4.9.4				
Financial/Financial Support	2.2.2	2.8.6	4	4.9				
Family Leave	X							
Functions	1.3.1							

Fund(s)	2.8.3	2.8.6	3.1.5	3.4.3	3.4.4	3.4.5	4.11.1	5
	5C	5C.1.1	5C.4	5C.3.1				
Gay and lesbian	X							
Gender	X							
Grievance/Grievor	2.1.4	2.11.5	3					
Harassment	3.1.1	3.1.2	6.2.1	6.2.2				
Hardship	2.4.4	3.4.1	5C.3	5C.3.1				
Health/Health and Safety	1.4.1	2.6b.2						
Hiring/Hiring and Staffing	2.11							
Honorarium	X							
Human Rights	1.3.3	2.4.6	3.1.1	3.1.2				
Indigenous	X							
Inclusion/Inclusive	2.9.3							
Information	2.1.4	2.2.1	2.5.10	2.5.15	2.6a.5	2.6a.8	2.7.2,3	5B.2.1
International Solidarity	X							
Insurance	4.9.3							
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Leave/Leaves	2.8.1	2.9.1	2.9.2					
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Local Executive Committee	2.7.2	2.8.2	2.8.10	5B.2.2				
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	3.1.3	4.11.1	6.2.4					
Organizing	3	3.3						
Orientation	2.5.18	2.6a.6	2.8.2	2.11.7	2.11.8	2.11.9		
Parental leave	X							
Pay equity	X							
Pensions	1.5	1.5.1						
Politics/political	X							
Poverty	X							
Privatization	X							
Procurement/Procurement and Tendering	X							
Programs	X							
Public Services	X							
Purchasing	4	4.8.1	4.10	4.10.1	4.10.2	4.10.3		
Racism/Racialized	2.4.2							
Rainbow Alliance	2.4.10							
Ratification	3.2.1							
Recognition	X							
Regions/Regional	2.5.14	2.5.1	2.6a.7	2.8.1	2.8.8	2.8.13	2.10.1	2.11.4
	4.7.1	4.11.1	5C.3.2	6.2.4				

Rentals	X						
Reports	2.1.4	2.1.5	2.3.2	3.5.11	2.5.17	2.6b.1	2.8.10
Representative/Representation	1.4.1						
Resolutions	2.5.9	2.6.7	5A.1.1				
Retire/retirement	1.5	1.5.1	2.6b.2	2.7.2			
Scholarship	5	5C.3	6.4	6.4.1			
Solidarity	2.6a.1	2.6b.2	3.1.5	5	6.4.1		
Sponsor	6.2.3						
Staff	2.11.1 , 2,3	2.11.8					
Steward	3.1.3	3.1.4					
Strike	3.4						
Sustainability	X						
Tax	X						
Technology	2.3.3	2.6.4	2.5.12,13 , 14	2.6a.7	2.6a.9	5B.1.1	5B.2.3
Training	2.5.18	2.11.8	6	6.3	6.3.2		
Transportation	2.2.3						
Travel	2.1.5	2.2.3	6.3.1	6.3.2			
Trustee/Trusteeship	2.8,10 , .11,.12	2.8.16					
Tuition	2.8.6						
Unemployed	X						
Violence	X						
Women	1.3.2	2.4.8					
Young Workers	2.5.9						



Section 1. GENERAL PROCEDURES

General procedures provide direction on the implementation of OPSEU/SEFPO's policies and should be read together with the OPSEU/SEFPO Policy Manual, as appropriate. Most of the procedures in this Section apply union-wide.

Contents

Statement of Respect for All Persons – Procedure for Assistance

1. Rights

- Employment Equity – Appointment of OPS Ministry Team Members
- Accessibility: Feedback

2. Campaigns

None. See Policy Manual.

3. Practices

- OPSEU/SEFPO Functions – Alcohol
- Women and Affirmative Action: Conference
- Human Rights Conference
- Social Mapping Census

4. Government-Led Initiatives

- Health and Safety

5. Retirement and Pensions

- All Procedures

Acronyms Used in This Section:

Acronym	Full Term
BPS	Broader Public Sector
CAAT	Colleges of Applied Arts and Technology Colleges
DivEx	Divisional Executive Committee
EBM	Executive Board Member
ERC	Employee Relations Committee
ETI	Economically Targeted Investment
HSR	Health and Safety Representatives
JHSC	Joint Health and Safety Committee
LEC	Local Executive Committee
PHRC	Provincial Human Rights Committee
PLC	Pension Liaison Committee
PRI	Principles of Responsible Investing
SIPP	Statements of Investment Policy and Procedures
TOPP	The OPSEU Pension Plan
YBE	Year's Basic Income
YMPE	Yearly Maximum Pensionable Earnings

Statement of Respect for All Persons**Statement of Respect for all Persons – Procedure for Assistance**

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], April 20-22, 2023 [C]

Purpose: OPSEU/SEFPO-wide; Members

Related: harassment, discrimination
See Policy Manual

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, trans, two-spirit, and gender diverse persons, Francophones and all persons whose first language is not English.

In our diversity we will build solidarity as union members.

If you believe that you are being harassed or discriminated against contact _____ (specify names) * for immediate assistance.

* It is the event coordinator's responsibility to designate at least two qualified persons. The names and phones numbers of such persons must be listed. One of the designated members shall be female.

After the Call to Order of any OPSEU/SEFPO events such as, but not limited to, Area Council, Educational, and Local Meetings etc..., That it be offered to any Francophone members participating at the event shall be offered the opportunity to say the Statement of Respect, when a video is not available, and, to express the Land Acknowledgement in French.

Section 1. GENERAL PROCEDURES

1.1 Rights

1.1 GENERAL PROCEDURES – Rights**1. Employment Equity – Appointment of OPS Ministry Team Members**

Effective Date:	January 14-16, 1992 [B51]
Application:	OPSEU/SEFPO-wide; Members, Committees
Related:	employment equity

A committee of three (3) members will be appointed (to the Ontario Public Service Ministry Employment Equity teams), at least two (2) of whom must be from the designated groups (see Policy Manual), and that one member of the Ministry Employee Relations Committee (ERC) team sit on the committee to provide coordination with other Ministry activities.

1.1 GENERAL PROCEDURES – Rights**2. Accessibility: Feedback**

Effective Dates: [None provided]

Application: OPSEU/SEFPO-wide

Related: accessibility

Feedback Process

The ultimate goal of OPSEU/SEFPO is to meet and surpass expectations when providing services to people with disabilities.

Feedback regarding the way we provide service to people with disabilities can be made by email, verbally or by mail. All feedback will be directed to Employee Relations. Upon receipt of a concern, Employee Relations will investigate the matter with the appropriate staff and provide a written response within 30 days.

1.2 Campaigns

Contents:

None. See Policy Manual.

1.3 Practices

1.3 GENERAL PROCEDURES – Practices**1. OPSEU/SEFPO Functions – Alcohol**

Effective Dates: [None provided]

Application: OPSEU/SEFPO-wide; First Vice-President/Treasurer; Executive Committee; Executive Board

Related: Meetings

Alcohol at Events on OPSEU/SEFPO Property

If being held at a membership centre, the request for use of space will be sent to the three Executive Board Members for consideration, with rationale.

The Office of the First Vice-President/Treasurer will then review and may approve requests and may require further information or documentation prior to possible approval. Decisions concerning denied approvals are subject to an appeal to the Executive Committee and a further appeal to the Executive Board. Such appeals be dealt with at the next Officers or Executive Board meeting.

All requests must be forwarded to the Office of the First Vice-President/Treasurer no later than ten working days prior to the event. In the request it must identify who will act as Organizer of the event, and include a description of the nature of the event, proposed date, and number of members and non-members invited/attending

All requests must also confirm whether alcohol will be served and whether at no cost, at cost, or for fundraising purposes.

If approval is received from the Office of the First Vice-President/Treasurer the Organizer of the event must ensure that the event is conducted in a reasonable and responsible manner that protects the safety of all people involved. For any social event that includes service of alcohol, OPSEU/SEFPO requires that:

- a. The Organizer must comply with all requirements of the Liquor Licence Act and must obtain a licence in advance.
- b. The Organizer must attend the event from start to finish and remain responsible for all arrangements during the event.
- c. The Organizer must arrange for security for the event as appropriate, and contact police if needed during the event.
- d. Alcohol at the event must be served by trained individuals who hold a Smart Serve licence. The Servers must ensure that those consuming alcohol are of legal drinking age, and not served if intoxicated, etc.
- e. A copy of each Server's Smart Serve licence as well as the liquor licence and insurance documents if required must be provided to the Office of the First Vice-President/Treasurer 48 hours before to the event.
- f. Activities or games that encourage consumption of alcohol are not permitted.

- g. Food, water and non-alcoholic drinks must be provided in addition to any alcohol.
- h. The Organizer must ensure that any guests who become intoxicated are removed safely from the event and provided with safe transportation home, such as by taxi, not to be paid by central OPSEU/SEFPO.
- i. The Organizer will provide information or details after the event concerning any arrangements or concerns to the Office of the First Vice-President/Treasurer within 48 hours after the event.

2. Women and Affirmative Action

Effective Dates: June 15-17, 1993 [B72]

Application: OPSEU/SEFPO-wide; PWC

Related: Women, equity, conference

The biennial OPSEU/SEFPO Women's Conference will be held in the fall of off-election years.

3. Human Rights Conference

Effective Dates: December 16-17, 2015 [B26], January 23-24, 2008 [B7], January 18-19, 1995 [B15]

Application: OPSEU/SEFPO-wide; PHRC; Equity Committee

Related: Conference, equity, human rights

A biennial conference on human rights issues will be held in the year opposite to the Women's Conference.

It will follow a similar process to that of the Women's Conference and be organized by the Equity Unit and the Provincial Human Rights Committee (PHRC) in conjunction with a representative from each of OPSEU's equity committees and caucuses.

The costs to attend the planning meetings will be borne by the budgets of each respective committee and caucus.

4. Social Mapping Census

Effective Dates: April 20-22, 2023 [C]

Application: OPSEU/SEFPO-wide; PWC

Related: Women, equity, conference

Every 5 years beginning with the year 2024, OPSEU/SEFPO will conduct a social mapping census of all OPSEU/SEFPO members similar in fashion to how the previous surveys were constructed and implemented.

1.3 GENERAL PROCEDURES – Practices**5. Child Care**

Effective Dates: [Embedded Below]

Application: OPSEU/SEFPO-wide; First Vice-President/Treasurer; Executive Committee, Executive Board

Related: Meetings, child care, accessibility, inclusion

1. 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]; December 12-13, 2023 [B20])

2. Child Care Activities External to the Event

External Activities will be incorporated in the OPSEU/SEFPO Child Care Program to ensure children are given the opportunity to participate in a supervised activity outside the child care space at least once every six (6) hours. The ratio of child care providers will be increased as required.

If swimming is an external activity then the event coordinator must ensure certified life guards are employed.

(October 19-20, 2016 [B32]; December 12-13, 2023 [B20])

3. 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. Child Care Provider Ratios

OPSEU/SEFPO will recruit child care providers based on the number of children as follows:

Infant	Birth to 18 months	1:2
Toddlers	18 – 30 months	1:4
Pre-Schoolers	2.5 – 6 years	1:6
Juniors	6 – 7 years	1:8
Seniors	8 years and up	1:12

NOTE: Where child care providers are assigned to care for children from different age groups, OPSEU/SEFPO will ensure the ratio addresses the needs of the youngest children.

5. Childcare Planning and Forms

On-site temporary child care will be provided at all Union educationals, conventions, Regional, divisional and demand setting meetings where a member requests child care in accordance with policy and with the guidelines found in the OPSEU/SEFPO Child Care Handbook.

(December 12-13, 2023 [B20])

1.4 Government-Led Initiatives

1.4 GENERAL – Government-Led Initiatives**1. Health and Safety**

Effective Dates: [Embedded below]

Purpose: OPSEU/SEFPO-wide; Health and Safety Representatives; Local Executive Committee; Joint Health and Safety Committee; Members

Related: Committees, health and safety

Health and Safety Committees (Local Union)

1. In addition to selecting representative(s) to represent OPSEU/SEFPO on Joint Health and Safety Committees (JHSC) or as Health and Safety Representatives (HSR), all local unions must form a standing union Health and Safety Committee composed of an appropriate number of members appointed by the Local Executive Committee (LEC) to which it shall report and be responsible and accountable;
2. All union committee members must have completed OPSEU's course on health and safety by the end of their first year in office;
3. Union committee members shall serve on the committee for a term of office determined by the LEC, and shall serve at the pleasure of the LEC.
4. Health and safety committee persons shall focus on health and safety matters, including participation as union representatives on joint (union-management) health and safety committees;
5. The union Health and Safety Committee shall be responsible for the following:
 - investigating members' complaints and assisting in obtaining a remedy.
 - conducting or arranging health and safety training for Local members.
 - regularly informing members about health and safety hazards and their rights under the legislation and their collective agreement.
6. The union Health and Safety Committee shall meet as required and report to the LEC and the membership at all regularly scheduled meetings.
(April 4-5, 1990 [B6]; May 14-15, 2003 [B6]; January 30, 2013 [B11])

Joint Health and Safety Committees and Certified Members

1. Union representation on joint (union-management) health and safety committees shall consist of at least one (1) member of the LEC, and an appropriate number of Health and Safety Committee persons appointed by the LEC;
2. All worker members of the JHSC shall be solely accountable to, and serve at the discretion of the LEC;

3. All worker members shall caucus regularly and prior to the JHSC meeting with the union Health and Safety Committee;
4. Worker members of the JHSC shall report regularly to the LEC on all issues being negotiated with the employer, and obtain the endorsement of the LEC prior to any agreement with the employer;
5. All worker members of the JHSC must have completed OPSEU's health and safety training (Levels 1, 2, and 3) as soon as practicable;
6. Certified members to the JHSC must be appointed by the LEC and be directly responsible and accountable to the LEC, and serve in this capacity at the discretion of the LEC;
7. All certified members must have completed OPSEU/SEFPO's Health and Safety training (Levels 1, 2 and 3) within two years of having been appointed;
8. Certified members shall be appointed for a term of office determined by the LEC and may be removed from office where the LEC has determined that the health and safety interest of the members have not been appropriately served;
9. To encourage other members to undergo certification training, a set term of office of two years should be established;
10. Following LEC elections, all Locals shall review OPSEU representation on local JHSCs including certified members of the JHSC and shall reaffirm in writing to the employer which workers are authorized by the Local to participate on the JHSC and which one of those is authorized and shall act as the certified member.

(October 20-22, 1992 [B15]; May 14-15, 2003 [B7-8]; January 30, 2013 [B12])

Local Health and Safety Representatives and Certification

1. In smaller workplaces (6 to 19 regularly employed) where no committee is required under the Act, or in a workplace with fewer than six workers and ordered by the Ministry of Labour to have a Health and Safety Representative (HSR), the union shall appoint a Health and Safety Representative from the standing local Health and Safety Committee;
2. All HSR shall be solely accountable to, and serve at the discretion of the LEC;
3. All HSR shall liaise regularly with the local Health and Safety Committee;
4. All HSR shall report regularly to the LEC on all issues being negotiated with the employer, and obtain the endorsement of the LEC prior to any agreement with the employer;
5. All HSR must complete OPSEU's health and safety training (Levels 1, 2, and 3) as soon as practicable;
6. All HSR shall endeavour to convince the employer the value in becoming certified in order to perform their roles;
7. Locals shall endeavour to negotiate language in the collective agreement that entitles HSR to become certified;
8. Following LEC elections, all Locals shall consider who represents OPSEU/SEFPO as a Health and Safety Representative and shall reaffirm in writing to the employer which worker(s) is authorized by the Local to perform the duties of a Health and Safety Representative in the workplace.

(October 21-23, 2003 [B28]; January 30, 2013 [B13])

1.5 Retirement and Pensions

1.5 GENERAL PROCEDURES – Retirement and Pensions**1. All Procedures**

Effective Dates: [Embedded below]

Purpose: OPSEU/SEFPO-wide; President; Membership Unit; Pension Liaison Committee; Executive Board

Related: pensions, retirement, expenses, education, communication, Trustees

Appointment of Trustees:

The procedure for the job posting and selection of OPSEU/SEFPO Trustees shall be as follows:

- Advertisement and job description are circulated as widely as possible and on the OPSEU/SEFPO website;
- Membership responses are submitted to the Membership Benefits Unit;
- A short list of candidates is prepared by the Pension Liaison Committee (PLC);
- Short-listed candidates are called in and interviewed by a three-person panel consisting of the PLC;
- Recommendations of the interview panel are forwarded to the OPSEU/SEFPO Executive Committee and Executive Board for review and approval;
- Trustees are appointed by the Board;
- All appointments are to be for a fixed term and subject to the Trustee signing the OPSEU/SEFPO Letter of Commitment;
- At the end of a Trustee's term of office, OPSEU/SEFPO may at its discretion, reappoint the Trustee or utilize the posting and selection procedure above;
- Recommendations of the interview panel are forwarded, where appropriate, to the relevant sector representatives.

College of Applied Arts and Technology (CAAT) and the OPSEU/SEFPO Staff Pension Plan Trustee appointments are as per existing policy.

(September 15-16, 2010 [B6])

Appointment of Sponsor Representatives:

The appointment of the OMERS Sponsor representative will follow the procedure as above. The appointment of the CAAT and OPSEU/SEFPO Staff Pension Plan Sponsor representatives will be as per existing policy.

(September 15-16, 2010 [B6])

Letter of Understanding:

The existing Board committee on pension Trustees and Sponsor representatives shall work with appropriate legal counsel to have a document drafted which covers the principles adopted by the Board, and recognizing appointees' fiduciary responsibilities with the cost to be charged to the membership benefits legal budget line. The President shall require all appointees to complete the undertaking within 30 days of mailing by registered mail, and that any appointee who fails to do so will be recalled.

Orientation:

Trustees will receive an OPSEU/SEFPO orientation kit once they have signed the Trustee or Sponsor Letter of Agreement. It will contain, among other documents, a complete set of OPSEU/SEFPO pension policies.

- A section of the OPSEU/SEFPO website will be designated for pension educational and policy materials.
- As soon as practically possible, Trustees will undertake orientation sessions organized by the Membership Benefits Unit. If possible, relevant parts of these sessions will be provided pro bono by law firms (and other service provider firms) with which OPSEU/SEFPO does pension business.
- It is a duty of more experienced Trustees and Sponsor representatives to mentor new Trustees and Sponsor representatives. The mentoring process may involve those within the same plan or different plans.
- To the extent possible, Trustee recruitment pools will be established where this would be helpful to the plan. These members will be provided preliminary training in Trustee powers and responsibility.

(September 15-16, 2010 [B6])

Reports:

On a semi-annual basis, Trustees and Sponsor representatives will submit written reports electronically to the PLC on their plan as follows:

- The first report is to be submitted for a May-June report to the Executive Board. The second one is to be submitted for a November-December report to the Executive Board;
- Reports will be triggered by semi-annual notices from the Membership Benefits Unit with a form attached to be completed by Trustees;
- Trustees will work jointly on submission of the report on their respective plan;
- Reports will be summarized by staff in the Membership Benefits Unit and made appropriate for inclusion in the President's Report to the Executive Board. It is expected that some information submitted in these reports may be sensitive or confidential. OPSEU assures Trustees that confidentiality will be protected.

The purpose of the President's written report on each of the OPSEU/SEFPO-sponsored plans is to provide concise and meaningful reports to the Executive Board that document all of the following:

- The progress of each plan in meeting the pension promise on a regular basis;
- The progress of Trustees and Sponsor representatives in pursuing OPSEU/SEFPO policies;

- Upcoming issues of possible relevance, interest or significance for the Sponsor.

The report will describe all of the following:

- Events and decisions undertaken, underway or being planned;
- Individual activities, including committee membership activities, education undertaken and conferences attended;
- Issues of importance, relevance or significance to the Sponsor which may be related to OPSEU/SEFPO policies or indicate the need for future pension policy.

In the interests of maintaining meaningful record keeping at the plans and preserving confidentiality, OPSEU/SEFPO will not require the Trustees to submit complete sets of minutes. However, from time to time, OPSEU/SEFPO may request and the Trustees will submit those minutes that are of particular and appropriate interest and concern.

The PLC will receive the written report on activities in the President's Report prior to it being submitted to the Executive Board.

(September 15-16, 2010 [B6])

Materials on Leaving Office:

When a Trustee or Sponsor representative leaves office, all materials must be returned to the Membership Benefits Unit for the purposes of continuity.

(September 15-16, 2010 [B6])

1. Communication Protocols

Fundamental Rules:

Pension plans should hold transparency and clarity as fundamental rules of pension administration. Plan members have a right to expect timely, comprehensive and accessible information on decisions affecting them.

Pension plans should also understand that members often turn to their union for information.

Therefore, OPSEU/SEFPO must work closely with plans of which it is a joint or co-Sponsor to coordinate communication strategies.

OPSEU/SEFPO expects its Trustees and Sponsor representatives to have the plans develop communication protocols in concert with the joint and co-Sponsors.

(September 15-16, 2010 [B6])



Pension Policy:

Knowledge of OPSEU/SEFPO policy is critical for representatives of the Sponsor and Trustees to be effective, to pursue OPSEU/SEFPO policy and to be truly *union* Sponsor representatives and Trustees. Therefore, they must receive, review, and understand new pension policies in a timely manner.

These policies are set out in Section 1.5 of OPSEU/SEFPO's Policy Manual. The President's Office shall send a copy to the PLC and the Membership Benefits Unit for circulation to Trustees and pension staff. The Membership Benefits Unit will forward the policy to all OPSEU/SEFPO Trustees and Sponsor representatives.

On an interim basis, the President's Office shall also forward new pension policy passed by the Executive Board or Convention to the PLC and the Membership Benefits Unit for circulation to Trustees and pension staff.

(September 15-16, 2010 [B6])

Communication with Plans:

The plan, and the Sponsor when necessary, must send out consistent and accurate messages to plan members and be informed enough to answer questions from plan members.

Trustees and Sponsor representatives are required to meet regularly with the PLC to report on plan business of concern to the Sponsor. However, from time to time, issues may arise of considerable interest, concern or controversy and which require immediate communication to plan members.

Trustees and Sponsor representatives must inform the President's Office of plan contacts for the purposes of communication and this information shall be passed on to the PLC, the Communications Division, and the Membership Benefits Unit.

The PLC must coordinate within the union by communicating pension information to Membership Benefits Unit and OPSEU/SEFPO's Executive Board so that enquiries from members can be answered effectively and accurately.

(September 15-16, 2010 [B6])

Confidentiality:

Liaison with OPSEU/SEFPO Trustees and Sponsor representatives is at the heart of the PLC's mandate. Both the PLC and Trustees have a responsibility to build a mutually supportive relationship.

The PLC respects the independent role of Trustees in exercising their fiduciary responsibility and that confidentiality is sometimes required.

(September 15-16, 2010 [B6])

Communication of Trustees with Sponsors and Members:

Boards of Trustees should make their decision-making transparent through documentation that is clear, comprehensive and fully informed. Regular reporting to Sponsors and members should be incorporated into the sponsorship and trust documents such that reporting is meaningful and relevant to sponsor and member concerns and allows for dialogue.

Service to members should be a high priority. While legislation guarantees a bare minimum of information to members, pension plans should have much higher standards of communication. Members should have information on their pension entitlements as well as more general information on the plan.

The Board of Trustees should ensure that pension plans have comprehensive and accessible web sites. Pension plans should deliver retirement planning workshops specific to the plan.

(Convention 2003 [37])

2. SPECIFIC PLAN PROTOCOLS**CAAT (A) PLAN:****PENSION PLAN: APPOINTMENT PROCESS FOR CAAT(A) REPRESENTATIVES ON THE BOARD OF TRUSTEES AND SPONSORS' COMMITTEE OF THE CAAT PENSION PLAN**

The CAAT Pension Plan Board of Trustees has a total of 12 Trustees – six (6) Trustees appointed by the Colleges, four (4) Trustees (2 academic, 2 support) by OPSEU/SEFPO via the Sponsors' Committee, one (1) Retiree Trustee appointed by the Sponsors' Committee, and one Trustee appointed by the Administration's Association.

The Sponsors' Committee has eight (8) members of which four (4) are appointed by the Colleges, three (3) are appointed by OPSEU/SEFPO (one (1) academic, one (1) support and one (1) OPSEU) and one appointed by the Administration's Association.

The following procedures are established for the appointment of the OPSEU/SEFPO CAAT(A) representatives on the Board of Trustees and the Sponsor's Committee.

The intent of these procedures is to assure:

- a democratic process by which the Division can select its own representatives for formal appointment by OPSEU/SEFPO
- a clearly defined method of selection that can be referenced by any plan members wishing to serve on the Board of Trustees or the Sponsors' Committee
- stable, experienced representation and continuity in representation on these vital bodies

Section A – “Active Member” Trustees and Sponsor Representative

1. Selection of persons for appointment by OPSEU/SEFPO as a Trustee or Sponsor Representative must be by a vote at a Division meeting of all Delegates and other eligible voters in accordance with Division by-laws.

2. Any Delegate or first alternate to the Division meeting or incumbent representative who is a member of OPSEU/SEFPO and the bargaining unit is eligible to run for election at the Division meeting in accordance with the Division by-laws and procedures.
3. An incumbent is eligible for re-election and appointment without limitation to the number of terms served.
4. The effective starting date for an elected, and OPSEU/SEFPO appointed, representative will be January 1st following the relevant Division meeting and, except as described in (5) will be for a term of 3 years. The initial elections will be at the next CAAT(A) Division meeting.
5. In the first election of the Two Trustee representatives, one Trustee will be elected for a 2-year term and one for a 3-year term.
6. The term for the Sponsor's Committee representative will be for 3 years.
7. One alternate Trustee representative will be elected for a 3-year period, and will be available to replace a Trustee who is unable to complete their term. The alternate shall receive all materials arising from meetings as permitted by law.
8. One alternate Sponsors' Committee representative will be elected for a 3-year period, and will be available to replace the Sponsors' representative who is unable to complete their term. The alternate shall receive all materials arising from meetings as permitted by law.
9. Effort will be made to coordinate continuity of membership with other OPSEU/SEFPO, Management, and College Trustee and Sponsor representatives to maintain continuity of experienced and knowledgeable representation on these bodies at all times.
10. A Trustee or Sponsor can be recalled either by a resolution of a Division meeting, or by the Division Executive when it has the approval of 60% of the Local Presidents. The process for the Division Executive will involve taking a poll of the Local Presidents and reporting to the President of OPSEU/SEFPO for implementation.
11. The appointment of a Trustee or Sponsor representative will be terminated if the representative ceases to be an active member of the bargaining unit. The representative would then be replaced by the alternate representative.

Section B – Retiree Trustee Representative

1. The Retiree Trustee is selected from one of the three component groups (academic, support, administration) on a 3-year rotation basis as set out in the CAAT Pension Plan Sponsorship and Trust Agreement. The actual appointment of the Retiree Trustee can be made only by the Sponsors Committee of the CAAT Pension Plan by unanimous vote of the committee's members. These members should be instructed by their constituencies to endorse the selected candidate as identified through the process(es) agreed upon by three component groups.
2. The CAAT Pension Plan has advised that it is impractical to establish segregated lists of academic, support, and administrative retirees in order to structure an election process where only members of each component group could be involved in the election process of the Retiree Trustee from their group.
3. The CAAT(A) Division Executive has concluded that the election of Retiree Trustees should be the result of a vote by all retirees even though the eligible candidates must be rotated amongst the three component groups. This process will be recommended to the CAAT(S) Division Executive and to the OPSEU/SEFPO Executive Board for implementation. Similarly, this process will be recommended to

the Administration's Association in order that the election of a Retiree Trustee from the Academic Retirees can be carried out as intended for the fall of 1996. The Sponsor's Committee also should approve the process agreed upon.

4. The Retiree election should be administered by the CAAT Pension Plan staff and the associated costs should be covered by the CAAT Pension Plan. The retired plan member who is the runner up in Retiree Trustee elections should be the alternate Retiree Trustee for the same 3-year period as the elected Trustee.

Section C – Policy Regarding Expenses

1. The union Trustees and Sponsor to the CAAT Pension Plan will be compensated for expenses, according to the same OPSEU/SEFPO policies that apply to all other OPSEU/SEFPO members.
2. In order to implement this policy all CAAT Academic Pension Plan Trustees and Sponsors (both active and retirees) will direct the pension plan to remit any amounts claimed under the plan's policies directly to OPSEU, compensating the claimants as per OPSEU/SEFPO policy.
3. Any excess between the amount remitted to OPSEU/SEFPO by the plan and the amount paid by OPSEU/SEFPO to the claimant will be returned to the plan for the benefit of all members and any shortfall will be made up to the claimant by OPSEU/SEFPO.
4. In addition, it is the expectation of the Division that no Trustee or Sponsor of the plan may apply for any position or bid for any contract with the plan while holding the position of Trustee or Sponsor.

Section D – CAAT Pension Plan Changes

1. Representatives to the CAAT Pension administrative bodies have the responsibility to make decisions affecting all the active and retired members of the plan.
2. To ensure constituency input, there will be timely and effective communication to all members from the plan's staff. For example, electronic distribution of all Trustee and Sponsor meeting agenda to all Local Presidents and administration representative prior to the meetings, and draft minutes following the meetings, will flag virtually all issues of substance regarding plan changes.
3. Any proposed amendment to the plan which would involve a non-mandatory increase in the contribution rate by plan members will require a direct vote of all eligible active plan members. The plan Sponsor representatives will accept the result of the vote as direction in voting on such an amendment.

(April 9, 1997 [B21])

CAAT (S) PLAN

PENSION PLAN: APPOINTMENT PROCESS FOR CAAT(S) REPRESENTATIVES ON THE BOARD OF TRUSTEES AND SPONSORS' COMMITTEE OF THE CAAT PENSION PLAN

The CAAT Pension Plan Board of Trustees has a total of 12 Trustees – 6 Trustees appointed by the Colleges, 4 Trustees (2 academic, 2 support) by OPSEU/SEFPO via the Sponsors' Committee, 1 Retiree

Trustee appointed by the Sponsors' Committee, and one Trustee appointed by the Administration's Association.

The Sponsors' Committee has eight members of which four are appointed by the Colleges, 3 are appointed by OPSEU/SEFPO (1 academic, 1 support and 1 OPSEU/SEFPO) and one appointed by the Administration's Association.

The following procedures are established for the appointment of the OPSEU/SEFPO CAAT(S) representatives on the Board of Trustees and the Sponsor's Committee.

The intent of these procedures is to assure:

- A democratic process by which the Division can select its own representatives for formal appointment by OPSEU/SEFPO
- A clearly defined method of selection that can be referenced by any plan members wishing to serve on the Board of Trustees or the Sponsors' Committee
- Stable, experienced representation and continuity in representation on these vital bodies

Selection of persons for appointment by OPSEU/SEFPO as a Trustee or Sponsor representative must be by a vote at a Division meeting of all Delegates and other eligible voters in accordance with Division by-laws.

The appointment of a Trustee or Sponsor representative will be terminated if the representative ceases to be an active member of the bargaining unit. The representative would then be replaced by the alternate representative.

Section A – “Active Member” Trustees and Sponsor Representative

1. Selection of persons for appointment by OPSEU/SEFPO as a Trustee or Sponsor Representative must be by a vote at a Final Demand Set meeting.
2. Any Delegate to the Final Demand Set meeting who is a member of OPSEU/SEFPO and the bargaining unit is eligible to run for election at the Final Demand Set meeting in accordance with the Division's procedures.
3. An incumbent is eligible for re-election and appointment without limitation to the number of terms served.
4. The relevant starting date for an elected, and OPSEU/SEFPO appointment representative will be the first meeting following the relevant Final Demand Set meeting and, will be for a term of the collective agreement which is negotiated following the Final Demand Set meeting.
5. The Sponsors Representative shall be elected from amongst and by the members of the Divisional Executive. The term of office and starting date are the same as (4).
6. Two alternate Trustees shall be elected for the same period of time, and will be available to replace a Trustee who is unable to complete that term.
7. A Trustee or Sponsor can be recalled either by a resolution of a Meeting of the Division or by the DivEx when it has the approval of 60% of the Local Presidents. The process for the Division Executive will involve taking a poll of the Local Presidents and reporting to the President of OPSEU/SEFPO for implementation. The Trustee being given notice should have opportunity to rebut being removed with respect to the same OPSEU/SEFPO policies that apply to all OPSEU/SEFPO members.

8. The appointment of a Trustee or Sponsor representative will be terminated if the representative ceases to be an active member of the bargaining unit. The representative would then be replaced by the alternate representative.
9. All appointments are subject to signing the Trustee Letter of Commitment.

Section B – Retiree Trustee Representative

1. The Retiree Trustee is selected from one of the three component groups (support, academic, administration) on a 3 year rotation basis as set out in the CAAT Pension Plan Sponsorship and Trust Agreement. The actual appointment of the Retiree Trustee can be made only by the Sponsors Committee of the CAAT Pension Plan by unanimous vote of the committee members.
2. The nomination of the CAAT Support Retiree Trustee shall be made by a five-member Selection Committee composed of the two CAAT Support Trustees, the CAAT Support and the OPSEU/SEFPO representatives on the Sponsors Committee and a representative of the CAAT Support Division Executive. Prior to the appointment of a Retiree Trustee from the CAAT Support Division, notice of the impending vacancy will be published in the CAAT Pension Newsletter and distributed to the CAAT Support Locals. CAAT Support retirees interested in nominating themselves for consideration will be required to complete a written application listing skills, experience and references.
3. The Selection Committee shall also designate an alternate Retiree Trustee from the CAAT Support Division to assume the appointed Trustee's term should the Trustee leave the position before their term is complete.

(December 4, 2003 [B15])

Section C – Policy Regarding Expenses

1. The union Trustees and Sponsor to the CAAT Pension Plan will be compensated for expenses, according to the same OPSEU/SEFPO policies that apply to all other OPSEU/SEFPO members.
2. The CAAT Support Trustees and Sponsors are required to follow the current OPSEU/SEFPO expense policy procedures in respect to the expenses of union Trustees and Sponsors, including a requirement to report to OPSEU/SEFPO the full amount of allowances and expenses paid by the plan to each union Trustee and Sponsor.
3. No Support Trustee or Sponsor shall apply for any position or bid for any contract to deliver services with the plan while holding the position of Trustee or Sponsor.

Section D – CAAT Pension Plan Changes

1. Representatives to the CAAT Pension administrative bodies have the responsibility to make decisions affecting all the active and retired members of the plan.
2. To ensure constituency input, there will be timely and effective communication to all members from the plan's staff.
3. Any proposed amendment to the plan which would involve a mandatory increase or decrease in the contribution rate by plan members will require a direct vote of all eligible active plan members. The plan Sponsor representatives will accept the result of the vote as direction in voting on such an amendment.

Section E – Education

1. Workshops, conferences and all educational opportunities are important aspects of understanding the roles and responsibilities assigned to Trustees and Sponsors.
2. Preference for attending seminars, workshops, conferences, and all educational opportunities for pension Trustees and Sponsors should be for Canadian content and location.
3. Any Trustee or Sponsor who is considering taking educational sessions which do not consist of Canadian content or location must first make a written application to the Divisional Executive stating reasons for choosing an educational experience outside of Canada prior to making application to attend.
4. The Divisional Executive will consider all applications on a case-by-case basis and will give their recommendation in writing to the applicant with rationale for decision.
(May 19-20, 1999 [B15])

OPSEU PENSION TRUST:**Pension Plan: Ontario Pension Trust Contribution Formula**

The OPSEU/SEFPO Executive Board approves the OPSEU/SEFPO Pension Trust recommendation to amend the OPSEU Pension Plan to change the contribution formula from “8 per cent of the amount of salary that does not exceed the Year’s Basic Exemption (YBE), 6.2 per cent of the amount of salary that exceeds the YBE but does not exceed the Yearly Maximum Pensionable Earnings (YMPE) and 8 per cent of the amount of salary in excess of the YMPE” to “6.4 per cent of the amount of salary that does not exceed the YMPE and 8 per cent of the amount of salary in excess of the YMPE”.

(January 21-22, 2004 [B17])

Boardrooms of the OPSEU Pension Trust

OPSEU/SEFPO endorse their Board of Trustees wish to name each of the four boardrooms of the OPSEU/SEFPO Pension Trust after the four OPSEU/SEFPO Presidents, Charles Darrow, Sean O’Flynn, James Clancy and Fred Upshaw and that the Trustees formally invite them or their surviving spouses to attend the grand opening reception of the OPSEU/SEFPO Pension Trust. OPSEU/SEFPO authorize the manufacture of plaques with pictures of Presidents Darrow, O’Flynn, Clancy and Upshaw to be displayed in the boardrooms of the OPSEU/SEFPO Pension Trust for a cost not exceeding \$500.

(December 7- 9, 1994 [B]).

OPSEU/SEFPO Staff Plan:

The terms for employer Trustees are for two years and elections for the employer Trustees will be held at the beginning of each Executive Board term.

Whenever possible, at least two of the newly-elected Trustees are repeat-Trustees from the term of the previous Executive Board.

An election should be first held from among the returning Trustees. If the President was a Trustee on the previous Board then that first election is for one Trustee. Otherwise it is for two Trustees. Any remaining



Executive Board Members (EBM) may run in the second election for the two remaining employer Trustees.

(March 5-7, 1997 [B32]; January 27-19, 1998 [B25]; May 20-21, 1998 [B]; June 22, 2005 [B3]).

The OPSEU/SEFPO Pension Plan System

1. OPSEU/SEFPO will carry out its role as Sponsor of the Broader Public Service (BPS) Pension Plan, known as the OPSEU Pension Plan System (TOPPS), as approved on September 18, 2008, in accordance with the Trust Agreement and law.
2. OPSEU/SEFPO, as Sponsors will be required and empowered to act in accordance with the Trust Agreement. Without limiting its powers, the Sponsor is empowered to appoint Trustees and amend the Trust Agreement, when required.
3. During the start-up period (registration and initial development of TOPPS) OPSEU/SEFPO will provide sustaining financial support, as approved by the OPSEU/SEFPO Executive Board and Convention. Such financial support will be conditional on the overall financial position of both OPSEU/SEFPO and TOPPS, and will be subject to OPSEU/SEFPO receiving audited final statements detailing, at regular intervals, how this money was spent.
4. OPSEU/SEFPO will appoint two (2) staff members as the First Trustees for the start-up period, with the understanding that once the plan is established formal Trustee appointments will be made, in accordance with the Trust Agreement. During this start-up period the First Trustees will secure an Administrator for the fund (services to include administration, auditing, legal, administration-related legal services, actuarial and consulting services, investment and custodial services and member communications).
5. Except during the start-up period, set out above, the union Trustees will come from non-management employee plan members or non-management employee staff members from employers likely to be covered by TOPPS. Notwithstanding this general requirement, an expert OPSEU/SEFPO Staff Member may also be appointed as a union Trustee.
6. Trustees appointed by the Sponsor will be required, at all times, to conform to confidentiality, conduct and conflict of interest requirements and the Trust Agreement.
7. The normal term of office for a Trustee shall be three (3) years. At the end of such period OPSEU/SEFPO may reappoint the Trustee or replace the Trustee with another appointment. This term of office does not abrogate or otherwise alter the right of the Sponsor to replace or terminate a Trustee at any time.
8. Union Trustees appointed to TOPPS will be required to comply with all existing OPSEU/SEFPO policies pertaining to pension Trustees.
9. At appointment, Trustees will be required to sign an Acceptance of Trust setting out their acceptance of the requirements related to the appointment.

(November 18-20, 2008 [B8])

PATHWAYS PENSION PLAN:

Pension Policy pertaining to the pension plan for the Employees of Pathways to Independence (“Pathways Pension Plan”)

Appointment Process

The Pension Committee for the Pathways Pension Plan has a total of six members.

- Members appointed by the employer
- Members appointed by OPSEU

The Sponsors Committee also consists of six members

- Members appointed by the employer
- Members appointed by OPSEU

The following procedures are established for the appointment of the OPSEU/SEFPO representatives on the Pension and the Sponsor's Committee for the Pathways Pension Plan.

The intent of these procedures is to assure:

- A democratic process by which the bargaining unit can select its own representatives for formal appointment by OPSEU/SEFPO
- A clearly defined method of selection that can be referenced by any plan members wishing to serve on the Pension Committee or the Sponsors' Committee
- Stable, experienced representation and continuity in representation on these vital bodies

All appointments are subject to the appointee signing the OPSEU/SEFPO Sponsor/Trustee Letter of Commitment.

OPSEU/SEFPO Pension Committee Representatives

Selection of persons for appointment by OPSEU/SEFPO as a Pension Committee representative is as follows:

1. Two OPSEU/SEFPO members in good standing who are employed by Pathways to Independence elected by a vote at a unit meeting of all eligible voters in accordance with OPSEU/SEFPO by-laws and procedures.
 - a. At the unit's discretion, an OPSEU/SEFPO Staff Representative may take the place of one of the elected Pension Committee positions.
 - b. One staff person assigned from the Pension & Benefits Unit of OPSEU/SEFPO.
 - c. An incumbent is eligible for re-election and appointment without limitation to the number of terms served.
2. The effective starting date for an elected, and/or OPSEU/SEFPO appointed representative will be January 1st following the relevant unit meeting for a term of 3 years.
3. In the first election of the Two Pension Committee representatives, one Pension Committee representative will be elected for a 2-year term and one for a 3-year term and their start dates may be something other than January 1st in order to align appointments.
4. One alternate Pension Committee representative will be elected and will be available to replace a Pension Committee representative who is unable to complete their term.

5. Effort will be made to coordinate continuity of membership to maintain continuity of experienced and knowledgeable representation at all times.
6. All elected Pension Committee representatives will appointed through OPSEU/SEFPO's Executive Board.
7. An elected Pension Committee representative can be recalled either by a resolution at a Unit Meeting or by OPSEU/SEFPO. The process will involve taking a poll of the Unit Executive and reporting to OPSEU/SEFPO's PLC and/or President for implementation through OPSEU's Executive Board.
8. The appointment of an elected Trustee or Sponsor representative will be terminated if the representative ceases to be an active member of the bargaining unit. The representative would then be replaced by the alternate representative.

OPSEU/SEFPO Sponsor Representatives

1. Selection of persons for appointment by OPSEU/SEFPO as a Sponsor Committee representative is as follows:
 - a. Two OPSEU/SEFPO members in good standing who are employed by Pathways to
 - b. Independence elected by a vote at a unit meeting of all eligible voters in accordance with OPSEU by-laws and procedures.
 - c. At the unit's discretion, an OPSEU/SEFPO Staff Representative may take the place of one of the elected Sponsors Committee positions.
2. One staff person assigned from the Pension & Benefits Unit
3. An incumbent is eligible for re-election and appointment without limitation to the number of terms served.
4. The effective starting date for an elected, and OPSEU/SEFPO appointed representative will be January 1st following the relevant unit meeting for a term of 3 years.
5. In the first election of the Two Sponsor Committee representatives, one Sponsors Committee representative will be elected for a 2-year term and one for a 3-year term.
6. One alternate Sponsors Committee representative will be elected for a 3-year period, and will be available to replace a Sponsors Committee representative who is unable to complete their term.
7. Effort will be made to coordinate continuity of membership to maintain continuity of experienced and knowledgeable representation at all times.
8. All elected Sponsor Committee representatives will be appointed through OPSEU/SEFPO's Executive Board.
9. An elected Sponsors Committee representative can be recalled either by a resolution at a Unit Meeting or by OPSEU/SEFPO. The process will involve taking a poll of the Unit Executive and reporting to OPSEU/SEFPO's PLC and/or President for implementation through OPSEU/SEFPO's Executive Board.
10. The appointment of an elected Sponsors Committee representative will be terminated if the representative ceases to be an active member of the bargaining unit. The representative would then be replaced by the alternate representative.

No OPSEU/SEFPO appointed Pension Committee or Sponsor Committee member shall apply for any position or bid for any contract to deliver services for the Pathways Pension Plan while holding the position of Pension Committee or Sponsor Committee representative.

Expenses

The union Pension Committee and Sponsor Committee representative to the Pathways Pension Plan will be compensated for and only claim expenses according to the same OPSEU/SEFPO policies that apply to all other OPSEU/SEFPO members. If the plan's provisions provide for great amounts payable for expenses, OPSEU/SEFPO members may only claim the amount otherwise payable by OPSEU/SEFPO.

Communication

Reporting by the OPSEU/SEFPO Pension Committee and Sponsors Committee representatives shall be provided to the OPSEU Pension Liaison Committee twice per year, in the manner requested by the PLC and as per OPSEU/SEFPO policy.

Both the Pension Committee and Sponsors Committee union representative will ensure that the OPSEU/SEFPO Staff Representative assigned to Pathways to Independence is provided with copies of all minutes of meetings of their respective committees if the OPSEU Staff Representative is not a member of the committee.

OPSEU/SEFPO Pension Committee representatives will ensure that any required reporting under the terms of the Agreement Establishing Joint Governance of the Pathways Pension Plan dated April 28, 2011 is done in accordance with the agreement.

Pathways Pension Plan Changes

Representatives to the Pathways pension administrative bodies have the responsibility to make decisions affecting all the active and retired members of the plan.

To ensure constituency input, there will be timely and effective communication to all members from the plan's governors.

Education

1. Workshops, conferences and all educational opportunities are important aspects of understanding the roles and responsibilities assigned to Pension Committee and Sponsors Committee representatives.
2. Preference for attending seminars, workshops, conferences, and all educational opportunities for pension committee and sponsors committees should be for Canadian content and location.
3. Any Trustee or Sponsor who is considering taking educational sessions which do not consist of Canadian content or location must first make a written application to the Unit Executive stating reasons for choosing an educational experience outside of Canada prior to making application to attend.
4. The Unit Executive will consider all applications on a case-by-case basis and will give their recommendation in writing to the applicant with rationale for decision.

Removal of OPSEU/SEFPO Elected/Appointed Trustee or Sponsor Representatives

OPSEU/SEFPO has oversight of its appointed and elected Sponsors and Trustee representatives and has an obligation to ensure the policies of the union are being followed and that Trustees and Sponsors are acting with integrity and in good faith in all that they do. In the event that an OPSEU/SEFPO appointed Trustee or Sponsor representative fails to perform their duties OPSEU/SEFPO reserves the right to suspend or remove such Trustee or Sponsor representative and has developed the following process.

Any concern that an OPSEU/SEFPO appointed Trustee or Sponsor is not appropriately fulfilling their role should be brought to a member of the Pension Liaison Committee (PLC) to discuss the issue(s). Information provided should include the concern, what has been done to bring the problem to the attention of the Trustee/Sponsor representative and their response to the matter. Any evidence that may exist should also be provided. In assessing the matter, the PLC will consider OPSEU/SEFPO's reputation, this pension policy, fiduciary obligations, trust law, common law and other pertinent factors.

The PLC will further investigate the matter utilizing all appropriate resources and people available, including direct communication with the Trustee or Sponsor representative involved. After the investigation is complete, the PLC may make remedial recommendations, such as education/training or mentoring. If the circumstances warrant it, the Pension Liaison may make recommendations to the OPSEU/SEFPO Executive Board to remove the OPSEU/SEFPO Trustee/Sponsor representative.

Any OPSEU/SEFPO elected or appointed Trustee or Sponsor representative may be removed from their position by a resolution at a meeting of the OPSEU/SEFPO Executive Board, which has the approval of a majority of the attending OPSEU/SEFPO Executive Board Members. The following protocol must be followed when recalling a standing OPSEU/SEFPO Trustee or Sponsor representative:

- The Trustee/Sponsor Representative will be notified in writing at least 30 days in advance that a motion to recall them from their appointment, will be debated and voted on at a meeting of the Executive Board and of the grounds for such recall. The notice will provide sufficient details to allow the member to address the concerns. The notice should also include a copy of any evidence, findings or other pertinent information related to the recall.
- The Trustee/Sponsor Representative will be given the opportunity to address the issues outlined in such notice, in writing, and/or in person to the OPSEU/SEFPO Executive Board meeting, prior to a vote taking place on the recall motion.

OPSEU/SEFPO reserves the right to suspend an OPSEU/SEFPO appointed Trustee or Sponsor representative while an investigation into serious allegations is taking place by the PLC. Serious allegations include, but are not limited to, criminal behaviour, sexual harassment, breach or neglect of duty, wilful misconduct, actions that would bring into question the integrity of the Trustee or Sponsor representative, conflict of interest, or similar actions. Suspensions are not a presumption of guilt, but rather to protect the pension plan's interests and OPSEU/SEFPO's reputation in the event allegations turn out to be proven true.

(May 23-24, 2018 [B22])

Pension Liaison Committee:

Role and Mandate:

Two EBMs will be elected by the Board to serve fixed terms as Pension Liaison Committee (PLC) members and the President will appoint one staff member from the Membership Benefits Unit. The PLC's mandate will be to:

- Monitor pension Trustees and Sponsor representatives, through examination of written reports and/or meetings or discussion with Trustees and Sponsor representatives;
- Receive suggestions, comments and complaints on trusteeship from Trustees or Sponsor representatives, plan members and OPSEU staff and to recommend necessary action to the President and the Board;
- With the exception of CAAT, interview and recommend Trustee and Sponsor representative appointments to the Board;
- Determine appropriate education courses or materials for trustee or sponsor representatives, EBMs and OPSEU members;
- Ensure Trustees and Sponsor representatives are aware of labour's agenda, and OPSEU pension policy and goals;
- Facilitate communication between, and within, the leadership, membership and Trustees and Sponsor representatives;
- Submit pension policy issues to the Board, and to consult trustee or sponsor representatives where appropriate;
- Recommend removal of any Trustee or Sponsor representative.

The PLC will also be charged to investigate and make recommendations on the most appropriate structure to ensure that OPSEU/SEFPO provides the educational and research support to its members who are Trustees and Sponsor representatives of pension plans.

(September 15-16, 2010 [B6])

Role in Pension Policy

The PLC has a central, strategic role in formulating and implementing pension policy as follows:

- It plays a pivotal role for the OPSEU/SEFPO Sponsor in articulating OPSEU/SEFPO'S pension policy vision; it is a liaison with the President's Office, staff of the Membership Benefits Unit and the Executive Board;
- PLC members are OPSEU/SEFPO'S representatives on pension policy with the broader trade union movement and the pension community in Canada. The PLC must communicate affiliate resolutions on pensions that are being considered or have been passed by the OFL, CLC or NUPGE conventions;
- The PLC will report regularly to the President's Office on pension developments and meet regularly with staff of the Membership Benefits Unit for the same purpose;

The PLC must also exercise its leadership role on pensions with the Executive Board. With assistance as required, the PLC must report regularly on pension policy so that the Executive Board is fully apprised of

pension development in Canada. This will enable OPSEU/SEFPO to build on its strategic advantage and be a pension leader for working people in Canada.

(September 15-16, 2010 [B6])

Liaison with OPSEU Trustees and Sponsor Representatives:

The PLC must meet with each group of Trustees and Sponsor representatives at least semi-annually in person, or by teleconference or videoconference.

These meetings will review:

- Developments in OPSEU/SEFPO pension and relevant policy, given that the PLC must ensure that all OPSEU/SEFPO Trustees and Sponsor representatives are informed in a timely manner of any changes or updates in OPSEU/SEFPO pension policy;
- Progress by OPSEU/SEFPO Trustees and Sponsor representatives in pursuing OPSEU/SEFPO policy goals;
- Board of Trustees or Sponsor level decisions; and
- Upcoming projects, plans and events of possible interest and significance to the Sponsor.

Reports on these meetings shall be drafted by pension staff in the Membership Benefits Unit and forwarded to the President's Office for review and inclusion in the President's Report to the Executive Board.

(September 15-16, 2010 [B6])

Plan Governance and Financing:**Funding Policy and Joint Sponsorship:**

OPSEU/SEFPO is committed to joint sponsorship pension arrangements for all its membership.

OPSEU/SEFPO expects all pension plans to develop funding policies and governance policies. These should be made available to plan members

(September 15-16, 2010 [B6])

General Governance of Jointly Sponsored Plans:

The governance policies of jointly pension plans should be transparent to Sponsors, Trustees and members and should be comprehensive to enable Trustees to be responsible fiduciaries by being active decision-makers.

Governance policies should provide detailed descriptions of direct responsibilities of Trustees as well as delegation of responsibility through the organization itself. They should describe the monitoring and regular review processes to ensure evaluation of decision-making.

(Convention 2003 [37])

Considerations for Plan Documents:

In the case of jointly trusteed plans, sponsorship agreements must prohibit changes to the plan, trust or sponsorship except by mutual consent of the parties to protect against unilateral or legislative change.

In the case of jointly trusteed plans, there should be an equal number of employer and union Trustees on Boards of Trustees and retirees should be given the opportunity to serve as Trustees. Lengths of Trustee terms should be designated to enable Sponsors to have an orderly process for the appointment of Trustees.

Trustees should elect a Chair and vice-Chair, or co-chairs, from among themselves (rotating between Sponsors) for a specified period. Sponsors should provide in the Trust Agreement a process for appointing a mutually agreed extra Trustee to resolve deadlocks between regular Trustees.

There should be an appropriate number of Trustee meetings per year such that Trustees are confident that they can fulfill their fiduciary responsibility.

The Board of Trustees should have the specific authority to hire and fire the plan and investment managers. The Board of Trustees should at minimum establish four committees with clear Terms of Reference and equal representation of union and employer Trustees namely an Administration Committee, an Investment Committee, an Adjudication Committee and an Audit Committee.

The Board of Trustees should, at minimum, reserve direct responsibility for actuarial valuations and investment decisions, audited financial statements and annual reports. Trustees should ensure that the plan text – defining members' pension benefits – is interpreted fairly and consistently with established rules and procedures.

Trustees should establish and monitor standards of service to members and regularly review these standards of service.

(Convention 2003 [37])

Single Employer Plans Covering OPSEU Members:

OPSEU/SEFPO will make every effort to bring its members into jointly or co-sponsored arrangements where they have a say over their pensions and where OPSEU/SEFPO can work to ensure plan affordability and benefit security.

Guidelines will be developed to assess plan stability of single employer plans. Where plans are on the brink of solvency with low funded ratios, OPSEU/SEFPO must put the plan on a watch list.

A strategy must be developed to deliver those members to a pension plan characterized by:

- Greater member involvement in governance;
- Greater transparency;
- Improved plan stability; and
- Ability to deliver on a defined pension benefit.

(September 15-16, 2010 [B6])

Assessment of Plan Sustainability:

OPSEU/SEFPO must always assess plan stability now and in the future, to the best of its ability and in consultation with its Trustees and joint and co-Sponsors. In assessing the sustainability of pension plans, OPSEU/SEFPO will consider:

- The demographic characteristics of a plan: the ratio of active, contributing plan members to pensioners collecting benefits; and whether there have been, or will be in the future, significant declines in active membership and considerable increases in pensioners, or vice versa.
- The cost of benefits: the implications for plan sustainability when changing pension benefits which may be in the short-term interests of one group of plan members over others, or in the short-term interests of all plan members, but is not in the interests of the plan as a whole.
- The long term costs to members: when the funding ratio is below acceptable levels, contribution increases may or may not be less costly than benefit cuts for members in the long run.
- The impact of government policies: public service restructuring, down-sizing and divestment reduce contributing members and shrink plan assets; and also increase numbers of deferred members, pensioners and, therefore, plan liabilities.

These assessments must be undertaken annually by the PLC, in consultation with Trustees and Sponsor representatives and staff in the Membership Benefits Unit. The PLC must submit reports for each plan to the President's Office for inclusion in the President's written report to the Executive Board.

(September 15-16, 2010 [B6])

Plan Solvency:

Trustees must always consider whether there is enough money in the plan, sufficient to keep the plan going. Two funding formulas are used:

- Solvency funding is based on a calculation that assumes that the plan will wind-up today; solvency funding may require immediate and costly payments if the plan is underfunded;
- Going concern funding measures the extent to which the plan is funded in the long term but is more expensive on an ongoing basis.

Plans must do both valuations since they provide a safeguard as well as important information for Sponsors, Trustees and plan members. OPSEU/SEFPO believes that Trustees should be able to elect not to make solvency payments, provided that such election would not de-stabilize the plan.

(September 15-16, 2010 [B6])

Stabilization or Reserve Funds:

OPSEU/SEFPO must continue to lobby for changes to the Income Tax Act to facilitate more responsible pension financing practice. All plans must be encouraged to establish stabilization or reserve funds – savings for a rainy day. These reserve funds are used to augment the pension fund and bring up the

funding ratio where funding falls below a certain level. When funding is above a certain level, the pension fund returns the requisite amounts to the reserve fund.

Where there have been recent contribution increases and/or benefit reductions, Trustees must thoroughly assess which course or courses of action is most prudent:

- returning to normal contribution levels;
- establishing or topping up the stabilization or reserve fund;
- implementing temporary or permanent benefit increases where either does not have a negative effect on plan sustainability.

These considerations must be made, recognizing the impact of such courses of action on plan members as well as the plan.

(September 15-16, 2010 [B6])

Full Funding and Surplus:

OPSEU/SEFPO's plans must have a surplus policy that places the twin goals of plan affordability and benefit security first. Because of the inherent volatility of funding, OPSEU/SEFPO supports security margins, whereby there is a range within which a plan is considered to be fully funded

(September 15-16, 2010 [B6])

Contribution Rate Increases and Benefit Reductions:

In considering whether to implement benefit reductions or contribution rate increases, Trustees and/or Sponsor representatives should, in their analysis of plan funding, ensure that:

- there is compelling evidence that implementation of either benefit reductions or contribution rate increases is necessary for plan stability; and
- there are regular reviews, bearing in mind the impact on plan members.

Contribution rate increases and benefit reductions must all be considered carefully based on detailed actuarial valuation(s).

(September 15-16, 2010 [B6])

A Ban on Contribution Holidays:

OPSEU/SEFPO views all assets of a pension fund as belonging collectively to the pension plan and ultimately the plan members; and that the assets are there to provide benefits for the plan members in a stable and secure manner.

OPSEU/SEFPO opposes contribution holidays.

A contribution holiday, taken by employers or plan members may weaken the ability off the fund to deliver the pension promise. At best, it reduces the ability of the fund to deliver a benefit increase.

(September 15-16, 2010 [B6])

Compensation of Plan Management, Consultants and Service Providers:

OPSEU will work with the boards, Administrators and co-Sponsors of its members' pension plans to ensure appropriate annual disclosure of the plans' senior management compensation.

At a minimum, the annual disclosure provided by each plan Administrator will include:

- The salary, bonus and other compensation paid: i) to the plan's Chief Executive Officer, Chief Financial Officer, Chief Investment Officer or equivalents, and ii) to all senior managers who report directly to them; and
- The salary, bonus and other compensation paid to all other managers receiving total annual compensation of more than \$250,000; and
- A description of the plan's compensation policies, including the basis on which bonuses or other performance-based compensation are calculated and the number of managers who receive bonuses.

(May 6-8, 2010 [C50]).

According to the resolution passed by Convention 2010, the President will write a letter annually to each plan of which OPSEU/SEFPO is a Sponsor requesting information on plan management compensation; the President will also request information on the plan's compensation systems.

OPSEU/SEFPO will undertake a study of compensation with a view to making the plans of which it is a Sponsor work cooperatively and transparently on compensation such that competition between the plans for high-calibre staff is regulated and staff stability and high standards are ensured.

OPSEU/SEFPO is particularly concerned about the levels of remuneration paid to service providers and consultants to plans. OPSEU/SEFPO recommends strongly to Trustees and Sponsor representatives that the performance of significant service providers and consultants be reviewed and graded annually. In addition, all contracts should be reviewed at least every five years and put out to market at least every ten years to ensure that rates remain competitive and that performance standards remain high.

OPSEU/SEFPO will provide Trustees and Sponsor representatives, as part of their orientation package, information on compensation systems used by the financial industry with rationale which can be used by union Trustees and Sponsor representatives at compensation meetings.

(September 15-16, 2010 [B6])

PENSION INVESTMENT PRACTICE:

Principles of Responsible Investing:

In its role as bargaining agent and plan Sponsor, OPSEU/SEFPO endorses the UN Principles of Responsible Investing (PRI); and OPSEU/SEFPO will work with the boards, Administrators and co-Sponsors of its members' pension plans to ensure that the plans sign the UN PRI as part of a broad commitment to implementing effective socially responsible investment practices.

(May 6-8, 2010 [C50])

As per the Convention resolution passed in 2010, OPSEU/SEFPO will provide Trustees, as part of their orientation package, comprehensive information on implementation of the United Nations PRI program.

(September 15-16, 2010 [B6])

Public Private Partnerships:

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; and 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 members, the public sector and working people in general. (April 15-17, 2004 C, p.23)

Building the Alternative:

OPSEU/SEFPO will support the efforts of our pension Trustees in opposing – within the constraints of the law – any pension investments that would undermine public services for private profit; and OPSEU/SEFPO will proactively pursue opportunities that both support social-democratic principles through economically targeted investments in our communities and ensure the security of our members' pensions.

(April 15-17, 2004 [C24], September 15-16, 2010 [B6])

Third Party Capital:

The OPSEU/SEFPO Executive Board rejected the proposal on third party capital (3PC).

(October 14-15, 2009 [B21])

However, in principle, OPSEU/SEFPO supports 3PC where there are adequate controls to ensure that the joint governance structure is not undermined.

(September 15-16, 2010 [B6])

Statements of Investment Policy:

All pension plans are required by law to have Statements of Investment Policy and Procedures (SIPPs). SIPPs must be developed, monitored, regularly reviewed and filed annually by Trustees. Trustees must ensure that investment portfolios remain diversified, seeking adequate rates of return at acceptable levels of risk.

SIPPs are specific to the administrative and financial circumstances of each pension plan. But each should include language on plan liabilities, benchmarks, risk tolerance, investment manager selection,

investment strategies, private placements, all classes of assets, proxy voting, fund management, mandates and monitoring of practices, conflict of interest.

The Board of Trustees must monitor fund managers to ascertain whether they are in compliance with plan investment mandates.

Statements of Investment Policy should have breadth, depth and clarity and should be communicated and made accessible to members both in print and on websites.

Social Investment Strategies:

No component of Statements of Investment Policy should bar Trustees from pursuing social investment strategies.

Shareholder Activism:

No component of SIPPs should bar Trustees from pursuing shareholder activism. This is especially relevant given the recent accounting and auditing scandals and the loss of confidence in the markets.

Shareholder activism includes proxy voting, initiating shareholder proposals at annual meetings and class action suits. Shareholder activism encourages investment in corporations that take the high road on labour standards, environmental protection and responsible community behaviour.

The SIPP must give clear information about how shareholder activism is to be undertaken, the extent of activities and by whom so that there is direction to investment managers and information to members about investment strategy.

The SIPP should provide authorization to work with other shareholders in developing and supporting shareholder resolutions.

Pension plans should have proxy voting guidelines. The Board of Trustees must monitor proxy voting through delegation or retention of the votes. The process for delegation or retention, monitoring and review must be described in the SIPP. Trustees must assure themselves that the process works in the best interests of plan members by regular review of voting results. Investment managers must be advised of proxy voting policies of the pension plan.

Ethical Screens:

No component of SIPPs should bar Trustees from implementing investment screening. Screens include the following:

- positive screens, to screen in good features such as good labour, human rights and environmental practices;
- negative screens, to screen out poor corporate behaviour such as child labour;
- best-of-sector screens to include best-practice companies within a sector.

Investment screening must be described in the SIPP and communicated to members. The description should include the financial and non-financial criteria being used for the screens.

Economically Targeted Investment:

No component of SIPPS should bar Trustees from implementing Economically Targeted Investment (ETIs). ETIs are investment funds set up to benefit workers and their communities, including: real estate development and mortgage funds, regional development, worker-friendly and privatization alternatives.

Investment policy relating to ETIs will be extensive and therefore will form documents separate from the SIPP. However, they should be referenced in the SIPP. The SIPP should contain the objectives of the ETI investment as well as reference to the ETI's asset allocation, type and risk profile.

A specified proportion of assets or amount of money may be allocated to an investment vehicle such as a pooled fund organized by a number of pension funds in order to minimize risk. Documents relating to this strategy, including performance benchmarks, should be referenced in the SIPP.

Trustees who are authorizing, implementing, setting standards, criteria or processes for shareholder activism, screening or targeted investment initiatives, must assure themselves that investment managers understand and support such initiatives and are capable of implementing them.

Investment managers should be required to report on performance at least quarterly, and on compliance once or twice a year. Reports should have depth and clarity and should be accessible in a format agreeable to or suggested by the Trustees themselves. Investment managers should be required to meet with Trustees at least annually for discussion on performance and strategy.

(Convention 2003 [37])

Pension Fund and Strike Fund Investment:

The Strike Fund and the pension fund will be invested only with companies and in such securities of firms that are not acting in an anti-union fashion.

(January 24-25, 1985 [B25])

Section 2. GOVERNANCE PROCEDURES

This Section provides OPSEU/SEFPO procedures involved in governing the union.

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- None. See Policy Manual

Acronyms Used in This Section

Acronym	Full Term
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
PA	Presidential Assignment
PHRC	Provincial Human Rights Committee
PLC	Pension Liaison Committee
PWC	Provincial Women’s Committee
RAA	Rainbow Alliance arc-en-ciel
RVP	Regional Vice-President
SIEF	Secondary Injury and Enhancement Fund
TAR	Trustee Audit Report
TOPP	The OPSEU Pension Plan
WSIB	Workers Safety and Insurance Board
WSIAT	Workplace Safety and Insurance Appeal Tribunal

2. GOVERNANCE PROCEDURES

2.1 Executive Board – Members

Any reference to “Executive Board member” or “members” herein that does not specify “region” or “equity” is understood to refer to all Executive Board members.

(March 20-21, 2024 [B28])

2.1 GOVERNANCE PROCEDURES – Executive Board Members

1. Speaking Assignments

Effective Dates: 1. December 11, 1970 [B5], May 21 22, 1981 [B21]; March 20-21, 2024 [B27]

Application: Executive Board Members, President, Locals

Related: board, committees, negotiations
See Policy Manual

Any reference to “Executive Board member” or “members” herein that does not specify “region” or “equity” is understood to refer to all Executive Board members.

(March 20-21, 2024 [B28]) If a Local wishes to have an Executive Board Member as a guest speaker, the request should be channeled through the President for approval.

Locals should be informed of this procedure in the same memo as the policy referring departmental matters to the departmental negotiating teams.

2.1 GOVERNANCE PROCEDURES – Executive Board Members**2. Attending OPSEU/SEFPO Events**

Effective Dates: September 21-22, 2011 [B15]

Application: Executive Board Members

Related: See Policy Manual

Any reference to “Executive Board member” or “members” herein that does not specify “region” or “equity” is understood to refer to all Executive Board members.

(March 20-21, 2024 [B28])

Executive Board Members attending OPSEU/SEFPO event(s)/function(s) on their regular day off, compensating leave day, or vacation day, shall not apply, or be approved, to take an alternate Presidential Assignment (P.A.) Day.

2.1 GOVERNANCE PROCEDURES – Executive Board Members**3. Expenditures**

Effective Dates: [Embedded below]

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

Related: expenses, program partners, financial
Policy Manual

Any reference to “Executive Board member” or “members” herein that does not specify “region” or “equity” is understood to refer to all Executive Board members.

(March 20-21, 2024 [B28])

Cell Phones – Corporate Account

All Executive Board Members cell phone plans should be dealt with through the First Vice-President/Treasurers’ Office.

(June 13-14, 2012 [B14]) (March 20-21, 2024 [B28])

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

(October 19-20, 1994 [B9])

Credit Cards

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

(September 21-22, 2011 [B16])

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

(September 21-22, 2011 [B15])

The use of the corporate card shall normally be for the purchase of airfare, hotel accommodation, car rental, and only if necessary long distance calls. When items are purchased on the corporate card for the

business of the union, and not a personal charge, these items must also be submitted with receipts attached to expense forms clearly indicating that the purchase is not a personal charge but rather a claim to be paid directly by the union.

Should a purchase be unclear if it is a personal charge or a purchase on behalf of the union, preauthorization by the 1st Vice-President/Treasurer is required.



(April 18, 2007 [B24])

Equipment for Executive Board Members

The list of equipment for Executive Board Members is:

- Computer and Printer
- Printer/fax/scanner
- Program – word processor
- Cell Phone with data plan/voice message
- Gavel
- Briefcase
- File cabinet

(January 27-28, 2016 [B5])

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

The policy will be administered as follows:

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

(September 16-18, 1992 [30-31])

Office Machinery

Where office machinery is used by a Board Member in the performance of their duties as an Executive Board Member, the servicing of such machinery shall be an allowable expense. Any unusual item shall be referred to the First Vice-President/Treasurer.

(November 1986 [B])

Telephone Calls

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

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

(August 21-22, 1980 [B13])

2.1 GOVERNANCE PROCEDURES – Executive Board Members**4. Information-Sharing**

Effective Dates: [Embedded below]

Application: Executive Board Members, Regional Offices, Head Office, Locals

Related: reports, committees, meetings, communication, information-sharing expenditures, grievance

Any reference to “Executive Board member” or “members” herein that does not specify “region” or “equity” is understood to refer to all Executive Board members.

(March 20-21, 2024 [B28])

Corporate Employee Relations Committees – Minutes

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

(June 15-17, 1993 [B73])

Department Heads Meetings – Minutes

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

(September 10-11, 1986 [B4])

Directory, Head Office

The names of the Executive Board Members of OPSEU/SEFPO will be listed in the displayed directory in the foyer of Head Office.

(January 27-28, 2016 [B3], April 26 29, 1986 [B24])

Directory, OPSEU/SEFPO Website

The OPSEU/SEFPO website will contain a directory of the names, pronouns if they so choose, email addresses and telephone numbers of Executive Board Members, by Region and by Equity Group.

(January 27-28, 2016 [B4], October 30-31, 1985 [B41])

EBMs – List of Attendance at Education Courses

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

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

(April 10-11, 1991 [B59])



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Employee Relations Committee Meetings – Agendas and Minutes

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

(June 26-27, 1985 [B22])

Employer/Employee Committees

All Members will be represented by Elected OPSEU/SEFPO members on all Employer/Employee Committees including Consultative or Negotiative 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.

(October 19-21, 1993 [B5])

Expense Accounts Submission – Every Three Months

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

(September 21-22, 2011 [B17]; August 21 22, 1980 [B13])

Staff Grievances

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

(October 21-23, 2003 [B49])

Hansard

Board Members will receive, upon request, copies of Hansard for the current Ontario Legislative session. (January 29 30, 1987 [B15])

Hiring of Services

Where, in the opinion of an Executive Board Member, it is necessary for them to engage in correspondence to an extent beyond their own capabilities and they find it necessary to hire services, they may claim this cost on their expense account supported by a receipt for the monies paid.

(April 3, 1970 [B14])

Legal Support

When an Executive Board Member, while fulfilling their duty as an Executive Board Member, is a complainant or respondent of an OPSEU/SEFPO HDPP complaint, they are permitted to obtain external legal counsel to act as their advisor and representative during the investigation and any part of the process that they deem necessary.

These costs shall be paid by OPSEU/SEFPO provided the fees are reasonable and customary.



(January 19-20, 2022 [B25])

Internal Postings

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

(April 21-22, 1988 [B24])

Mail: Correspondence and Cheque Logging in Head Office Mailroom

Only the receipt of negotiable instruments (i.e., cash, cheques, money orders, etc.) will be logged.

Upon logging cheques in the mail room, all cheques will be stamped "for deposit only to the credit of the Ontario Public Service Employees union at (bank of record)."

(September 25, 1981 [B10])

Mail: Opening of Mail

All mail received at buildings leased/owned by OPSEU/SEFPO is to be scrutinized before opened and all mail marked "Personal & Confidential" is to be abstracted and given, unopened, to the addressee or their designee.

(November 2-4, 1973 [B22], April 18-19, 2023 [B22])

Mailing Labels

Regional Executive Board Members will receive mailing labels for their Regions from their Regional Offices upon request to the Regional Secretary.

(April 10-11, 1991 [B60])

Mailing Regional Letter

OPSEU/SEFPO's Regional and Head Offices shall not be responsible for the production, addressing, or mailing of an Executive Board Member's regional letter.

(October 28-30, 1982 [B17])

New/Temporary Hire Email Announcement

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

A notification will be sent when a staff member is on a leave of absence, to the Executive Board Members of the affected region, within five (5) days of a change occurring.

Copies of Newsletters:

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

(April 26-29, 1986 [B23])

NUPGE – Board Kits and Reports



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OPSEU/SEFPO's representative(s) on the NUPGE Executive Board is 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.

(November 19-20, 1983 [B14])

Regional Weekend Educationals – Names and Locals of Members

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

(May 25-26, 1988, B3])

Reports – Membership Access

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

(June 8-10, 1978 [C])

Reporting of Expenses

Negotiating Team expenses and Division expenses by Executive Board Members will be reported separately.

(June 8, 1982 [B7])

Room Service Charges by Negotiating Teams

The Accounting Department will submit periodic reports to the Executive Board on room service charges by negotiating teams.

(January 29-30, 1987 [B6])

Status of Expenditures, Monthly Report

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

(January 11, 1983 [B7-8])

2.1 GOVERNANCE PROCEDURES – Executive Board Members**5. Out-of-Country Travel Reports**

Effective Dates: January 21-22, 2009 [B5]

Application: Executive Board Members

Related: travel, reports

Any reference to “Executive Board member” or “members” herein that does not specify “region” or “equity” is understood to refer to all Executive Board members.

(March 20-21, 2024 [B28]) All out-of-country travel on union business shall be reported to the Executive Board. A separate accounting will be made available.

Costs for out-of-country travel will be included in the reporting of EBM and committee members’ costs at regional meetings.

All members assigned to travel out-of-country on union business shall prepare a written report for the next meeting of the Executive Board following their return. The report shall include: the purpose of the trip, the activities undertaken, the goals accomplished, and any proposals for future activities.

2.1 GOVERNANCE PROCEDURES – Executive Board Members**6. Presidential Assignment Days**

Effective Dates: October 23-24, 2019 [B59], September 17-18, 2014 [B23-30], February 15-16, 2023 [B5]

Application: President, Executive Board, Committee Members

Related: committees

Any reference to “Executive Board Member” or “members” herein that does not specify “region” or “equity” is understood to refer to all Executive Board members.

(March 20-21, 2024 [B28])

The guiding purpose of Presidential Assignment (P.A.) Days for Executive Board Members (EBMs) is for use in serving responsibilities that arise as a Board Member.

To qualify for reimbursement, P.A. Days must be approved in advance, unless in an emergency situation as approved by the President.

The following shall be guidelines to the President for the approval of Presidential Assignment (P.A.) Days for Executive Board Members (EBMs) to fulfill their responsibilities in conducting the business of the union. which may include:

- a. Executive Board, Executive Committee, or Board Committees to which the EBM has been elected by the Board or appointed by the President
- b. One's own Sector or Divisional meetings, not including Divisional Executive meetings
- c. Campaigns if those are endorsed by the Board
- d. Educational or training days related to Board responsibilities
- e. Maintenance of OPSEU/SEFPO owned vehicles as per Procedures Manual 2.2.3
- f. To attend any OPSEU/SEFPO central event providing the division, sector, equity committee or caucus (including lobby days) provided a written invitation has been sent, in advance, to all EBMs
- g. EBMs may have one P.A. Day a month for the purpose of completing Executive Board expenses, making phone calls to highest ranking officers, and other office/clerical requirements.
- h. When an Executive Board meeting is scheduled with an Executive Board book (including the annual Budget) circulated in advance, EBMs may have one P.A. Day per each month for the purpose of reviewing the Executive Board book.
- i. If the President appoints the EBM to speak on behalf of OPSEU/SEFPO at a specific event or occasion. NOTE: This includes travel to and from event and event itself.

For Regional Executive Board Members, these may also include:

- a. Within the EBM Region, meetings of Locals, Area Councils and Retirees provided the EBM is invited
- b. Within one's Region, meetings with MPP or other officials

- c. Within one's Region, demonstrations, OPSEU/SEFPO strike picket lines, OPSEU/SEFPO information pickets. The President may approve or the Board may authorize days for campaigns outside Region
- d. Within one's Region, educational or education planning meetings
- e. Within one's Region, EBM/staff meetings
- f. Within one's Region, regional Board member meetings
- g. Within one's Region, activities related to an OPSEU/SEFPO campaign. The President may approve or the Board may authorize days for campaigns outside Region
- h. Reasonable necessary assistance with an OPSEU/SEFPO office or membership centre move or renovation within one's own Region

For Equity Executive Board Members, these may also include:

- a. Meetings of Locals, Area Councils and Retirees provided the Equity EBM is invited
- b. Meetings with MPP or other officials
- c. Demonstrations, OPSEU/SEFPO strike picket lines, OPSEU/SEFPO information pickets, provided the Equity EBM is invited, or as approved by the President or authorized by the Board.
- d. Equity educational or planning meetings related to equity education
- e. Equity EBM/Member Equity Staff meetings
- f. Equity Board member meetings
- g. Activities related to an OPSEU/SEFPO campaign as approved by the President or authorized by the Board

In the case of an individual Board member with unusual employment circumstances, such as but not limited to a seasonal layoff, the President's Office will work with the Executive Board Member and their Employer to find a reasonable solution for P.A. days that serves the needs of all parties financially and legally.

Each EBM's total number of Presidential Assignment days per year will be reported to the Delegates at regional meetings and Convention, and this policy of reporting would apply to all committees that are reported at Convention.

The following will not qualify for P.A. days:

- a. Responding to emails unless in an emergency situation approved by the President;
- b. Holiday and social functions, except as those are attached to a meeting or event otherwise covered as above;
- c. Dealing with matters that are expected to be dealt with by staff (such as member grievances) unless assigned by the President;
- d. For Regional EBMs, going to Regions other than one's own to attend picnics, Local elections, or Regional educationals.

EBMs attending a Committee meeting as a voting member (not including as a Liaison) on their regular day off, compensating leave day, or vacation day, may take an alternate P.A. Day in lieu.

Appeals regarding P.A. Day requests can be made to the Executive Committee.

2.1 GOVERNANCE PROCEDURES – Executive Board Members**7. Corporate Vehicles**

Effective Dates: January 17-18, 2023 [B26]

Application: Executive Board Members

Related: travel, vehicles

Any reference to “Executive Board Member” or “members” herein that does not specify “region” or “equity” is understood to refer to all Executive Board members.

(March 20-21, 2024 [B28])

A corporate vehicle, if available, will be permitted to be used, if requested, by Executive Board Members, from the First Vice President’s office, when traveling into board meeting without a personal vehicle. This vehicle will be shared by those Executive Board members requiring it. This vehicle will be parked at 100 Lesmill Rd. and the keys will be made available by the First Vice President & Treasurer’s office at the reception desk for pick up and drop off once arrival and departure dates of the requesting Executive Board Member are confirmed. Gas receipts for the vehicle will be submitted to the First Vice President Treasurer's office. The vehicle will be used for union business.

2.1 GOVERNANCE PROCEDURES – Executive Board Members**8. Ministry and Sector Divisions Bylaws Approval Procedure**

Effective Dates: October 16-17, 2024 [B25]

Application: Executive Board Members

Related: travel, vehicles

The Union's President shall review all new and amended Ministry and Sector Division bylaws to ensure compliance with the OPSEU/SEFPO Constitution and established policy of the Union.

OPSEU/SEFPO's Executive Board shall review all new Ministry and Sector Division bylaws and bylaw amendments that would incur a cost to the Union. The Executive Board shall be responsible for approving or denying the clauses within proposed Ministry and Sector Division bylaws that would incur a cost to the Union. The union's President shall advise the Ministry or Sector Division of the approval or denial of the bylaws, at which time approved bylaws will take effect.

2. GOVERNANCE PROCEDURES

2.2 Executive Board – Committees

2.2 GOVERNANCE PROCEDURES – Executive Board Committee

1. Executive Board Committee – Meetings

Effective Dates: [embedded in policies below]

Application: Executive Board Committee

Related: meetings, information-sharing

Agenda

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

(May 7, 2009 {EC5})

Agenda/Minutes: Area Councils

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

(April 12-13, 1983 [B8], amended August 25, 1983 [B14])

Meeting Start Time

With the exception of the Executive Committee meeting held prior to Convention, all Executive Committee meetings will start at 9:30 am.

(March 11, 2010 [C1], August 23-24, 2023 [B18])

Minutes

At each scheduled committee meeting the previous minutes of the last Executive Committee meeting will be approved and the aforementioned minutes are to be posted to the OPSEU/SEFPO website no later than ten (10) working days prior to the next scheduled Executive Committee meeting.

(September 21-22, 2016 [B13], September 16, 2009 [EC7])

Presentations to the Executive Committee

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

(February 19, 1982 [EC])

Special Assistance

Requests for special assistance to Locals, along with an audited report, will be decided by the Officers.

(December 7-9, 1993 [B11])



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Statutory Holidays

OPSEU/SEFPO union meetings will not be held on statutory holidays. If a subsidiary body, i.e., CLC, NUPGE or OFL calls a meeting on a statutory holiday, members will attend with the understanding that they will be compensated at the straight time rate only, provided they were scheduled to work that holiday.

(March 6-7, 1986 [B11])

2.2 GOVERNANCE PROCEDURES – Executive Board Committee**2. Executive Board Committee – Financial Administration**

Effective Dates: [Embedded below]

Application: Executive Board Committee; First Vice-President/Treasurer

Related: accounts, budget, financial, Trustees, audit, report, expenses, tendering, affiliation

Accounts Receivable

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

(November 6, 1978 [B10])

Budget Procedures

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

(June 17, 2015 [B2])

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

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

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

(November 22-23, 1980[B9], amended October 28-30, 1982 [B5], January 24-25, 1985 [B22], April 26-27, 1989 [B13])

Budget Procedures – Financial Information

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

(November 8-10, 2006 [B5])

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])



Expense Accounts: Appeals

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

(February 24-27, 1977 [B51])

Negotiations: Cost Items

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

(June 23-25, 1977 [B42])

Regional Board Activities: Budget

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

(January 18-19, 1995 [B17])

Trustees' Audit Reports

The First Vice-President/Treasurer should provide the Regional Vice-Presidents with a periodic report on those Locals which have not submitted required trustees' audit reports in a timely manner. Such report will then be used for follow-up by Regional Vice-Presidents at EBM/Staff meetings.

(January 29-30, 1987 [B8])

Tendering (excerpt)

The Executive Committee:

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

(Effective March 5, 1982 [B14])

2.2 GOVERNANCE PROCEDURES – Executive Board Committee**3. Executive Board Committee – Other Procedures**

Effective Dates: [Embedded below]

Application: EBMs, Regional Vice-Presidents

Related: Locals, program partners, transportation, travel

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

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

(January 25-26, 1979 [B7-9], October 26-27, 1978 [B18], November 22-23, 1980 [B4-6])

Temporary Absence of Regional Vice-Presidents

Alternate Vice-Presidents or Regional EBMs, will not replace a Regional Vice-President who is not in attendance at a regularly scheduled Executive Committee meeting.

(August 26, 1993 [EC1])

OPSEU/SEFPO Owned Vehicles

When OPSEU/SEFPO owned vehicles are being used in the Regions, the Regional Vice-President (RVP) and/or the Regional Supervisor will be responsible for its use.

For any member or staff member driving an OPSEU/SEFPO vehicle, the Office of the First Vice-President will be informed in writing of the individuals' name and proof of a valid driver's license will be provided in advance for insurance purposes.

(April 13, 2016 [B11]; October 18-19, 2023 [B7])

OPSEU/SEFPO vehicles are to be used for OPSEU/SEFPO business only.

One key for each vehicle will be in the possession of the Regional Vice-President (RVP) or Executive Board Member (EBM) designated by the RVP, and a second key to be in the possession of the Supervisor of the Service Area Office. When not in use, keys are to be kept at the Regional Office.

Any driver of an OPSEU/SEFPO vehicle must be an active member or current staff of OPSEU/SEFPO, must have a valid Ontario Driver's License, and must have submitted a copy of that license to the Office of the First Vice-President/Treasurer in advance of usage. Staff may drive OPSEU/SEFPO vehicles with the approval of the Supervisor. Drivers who are OPSEU/SEFPO members but are not EBMs of that Region must have prior approval from the RVP to drive the vehicle.

Drivers must adhere to the rules of the road. Any infraction leading to a fine or other type of penalty will be the responsibility of the driver and OPSEU/SEFPO will not cover the cost of fines or other infractions. Infractions could lead to vehicle privileges being withdrawn by OPSEU/SEFPO. Drivers will be made aware of this prior to use of the van.



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When not in use, vehicles are to be parked at the Service Area Office parking lot, unless there is a reason (such as an event early the next morning in another part of the Service Area). In such circumstances the parking at a different location must be approved by the RVP, EBM, or Regional Supervisor.

Each vehicle is to be equipped with a OPSEU/SEFPO Vehicle Distance Report Form which provide space for drivers to record the date of usage, license number of the vehicle, odometer start and end in kilometres, total distance, purpose of vehicle use and any incident or faulty report, if applicable. The form will also have a space for entering the addition of fuel or washer fluid, the date and amount added, the name of the driver who added the fluids. Receipts for fuel or washer fluid must be attached to the form. Report forms are to be kept in the vehicle at all times.

When returning a vehicle following vehicle use, drivers are to ensure that there is a minimum of half-tank of gas in the vehicle, and a minimum of half-container of wiper fluid. If an addition of fluid is done prior to returning the vehicle, a copy of the fuel/washer fluid receipts must be attached to an OPSEU/SEFPO Expense Claim form which should then be forwarded to the Regional Vice-President.

Members are required to complete the driver's log form at each use of the vehicle.

The OPSEU/SEFPO Vehicle Distance Report forms are to be reviewed by the staff Supervisor for each Service Area where there is an OPSEU/SEFPO vehicle. Such review is to be done at the end of each month. Questions or concerns are to be forwarded to the Office of the First Vice-President/Treasurer. Reviewed OPSEU/SEFPO Vehicle Distance Report should be signed by the Supervisor, or their designee, and kept in a file in the Regional Office. A copy is to be sent to the First Vice-President/Treasurer.

The Audit Committee will review all OPSEU/SEFPO Vehicle Distance Report forms, for all vehicles, at least once per budget year.

The Regional Supervisor is to keep a maintenance record for each vehicle in the Region. This should include spring and fall maintenance including oil changes and brake inspection, and installing snow tires between Nov. 1 and March 31. Should an engine warning light come on, this should be reported immediately to the Regional Supervisor for action. The Regional Supervisor should consult with the First Vice-President/Treasurer on all maintenance issues including warning lights.

(December 14-15, 2016 [B20]; October 18-19, 2023 [B7])

2. GOVERNANCE PROCEDURES

2.3 Executive Board – Sub-Committees

2.3 GOVERNANCE PROCEDURES – Executive Board Sub-Committees

1. Ad-Hoc and Presidential Advisory Committees

Effective Dates: 1. July 26-28, 1978 [B28];
2. May 14-15, 2008 [B22]

Application: Executive Board Members

Related: committees

1. Ad Hoc Committees

Ad Hoc Committees are to be brought into being through passage of the following motion:

"I move that the Executive Board strike an ad hoc committee on..... The Terms of Reference of this ad hoc committee shall be as follows....."

Such Ad Hoc Committees are obliged to report their findings to the Executive Board within ninety (90) days of their establishment. If they believe that their mandate should be continued, this may be authorized by the President subject to confirmation by the Executive Board at its next meeting following the expiry of the ninety (90) days in question.

2. Presidential Committees

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.

Appointments

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

2.3 GOVERNANCE PROCEDURES – Executive Board Sub-Committees**2. Audit Committee**

Effective Dates: [Embedded below]

Application: Audit Committee Members, EBMs

Related: audit, budget, communications, expenses, education, meetings, reports

OPERATING PRINCIPALS**Communications**

The Chair and others on the committee shall, to the extent appropriate, maintain an open avenue of contact throughout the year with the OPSEU/SEFPO Executive Board.

Education

The committee, shall in conjunction with the external auditors, develop a relevant educational program designed to ensure an understanding of the business and environment in which the union operates.

Expectations and Information Needs

The committee shall communicate committee expectations and the nature, timing and extent of committee information needs to relevant OPSEU/SEFPO staff.

Written and/or printed material(s) requested from the Audit Committee shall be deemed needed and made available to the committee upon request.

The committee shall be authorized to access internal and external resources, as the committee requires, to carry out its responsibilities.

Meeting Frequency

The committee shall meet at least quarterly. Additional meetings shall be scheduled as considered necessary by the committee or Chair.

COMMITTEE RESPONSIBILITIES**Financial Reporting**

- Review and assess the annual financial statements before they are released to the membership.
- Review and assess the key financial statement issues and risks, their impact or potential effect on reported financial information, the processes used by management to address such matters, related auditors' views, and the basis for audit conclusions.
- Approve changes in important accounting principles and the application thereof in annual financial reports.

- Advise financial management and the external auditors that they are expected to provide a timely analysis of significant current financial reporting issues and practices.
- Review reports from the independent auditors concerning critical accounting policies, all alternative treatments of financial information that were discussed with management and other material written communications between the auditors and management.
- Review with independent auditors any audit problems or difficulties and managements response.

Risks and Controls

- Review and assess OPSEU/SEFPO's overall control environment and controls in selected areas representing significant risk.
- Review and assess OPSEU/SEFPO's system of internal controls for detecting accounting and financial reporting errors, fraud and defalcations, legal violations, and non-compliance with the organizations Code of Conduct. In that regard, review the related findings and recommendations of the external auditors, together with management's responses.
- Review with legal counsel any regulatory matters that may have a material impact on the financial statements.
- Review and assess Executive Board expense accounts on a semi-annual basis.

External Auditors

- Recommend the selection of the external auditors for approval by the Board of directors.
- Instruct the external auditors that they are responsible to the Executive Board of directors and the Audit Committee as representatives of the members. In that regard, confirm that the external auditors will report all relevant issues to the committee in response to agreed-upon expectations.
- Approve, in advance, all auditing and non-auditing services provided by the company's independent auditors.
- Review the performance of the external auditors.
- Obtain a formal written statement from the external auditors on their independence. Additionally, discuss with the auditors any relationships or non-audit services that may affect their objectivity or independence.
- Consider, in consultation with the external auditors, their audit scopes and plans to ensure completeness of coverage, reduction of redundant efforts and the effective use of audit resources.
- Review and approve requests for any consulting services to be performed by the external auditors, and be advised of any other study undertaken at the request of management that is beyond the scope of the audit engagement letter.
- Provide a medium for the external auditors to discuss with the Audit Committee their judgments about the quality, not just the acceptability, of accounting principles and financial disclosure practices used or proposed to be adopted by OPSEU/SEFPO.
- Set clear hiring policies for employees or former employees of the independent auditors.

Other

- Review and update the Audit Committees Terms of Reference at least annually.
- Review and update OPSEU/SEFPO's Code of Conduct at least annually.
- Review and approve significant conflicts of interest and non-arms-length transactions.
- Conduct or authorize investigations into any matters within the committee's scope of responsibilities. The committee will be empowered to retain independent counsel and other professionals to assist in conducting any investigation.



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- Establish procedures for confidential, anonymous submission of concerns in relation to questionable accounting and auditing matters by OPSEU/SEFPO staff and/or members.

(March 9-10, 2005 [B7])

Reporting

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

- Frequency: Quarterly reports;
- Documentation: Along with the Audit Committee's report, Executive Board Members will be provided with copies of the "Management Letter" from the Auditors as well as copies of any and all correspondence between the Audit Committee and the Auditors;
- Disposition: The Audit Committee will provide the Executive Board with an accounting of the disposition of/status of each item as contained in the "Management Letter" and Audit Committee report.

(October 30 -31, 1985 [B43])

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

(January 24-25, 2001 [B23])

Reporting to the Executive Board

The committee, through the committee Chair, shall report periodically, as deemed necessary, but at least semi-annually, to the Executive Board.

(March 9-10, 2005 [B7])

Audit Reviews

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

(May 19-20, 2004 [B67])

Budget Review

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.

(August 30-September 2, 1993 [B16])

EBM Expense Accounts

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

(October 19-21, 1993 [B40])



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New Executive Board Members

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

(May 19-20, 2004 [B66])

2.4 GOVERNANCE PROCEDURES – Executive Board Sub-Committees**3. Pension Liaison Committee**

Effective Dates: January 28-29, 2025 [B11]

Application: Audit Committee Members, EBMs

Related: audit, budget, communications, expenses, education, meetings, reports

Membership:

Two Executive Board Members (EBMs) will be elected by the Board to serve as Pension Liaison Committee (PLC) members and the President will appoint one staff member from the Pension and Benefits Unit with voice and vote.

Term:

2 Executive Board Members will be elected to the PLC per the normal processes and policies of OPSEU/SEFPO.

Role and Responsibility:

The PLC's mandate will be to:

- Monitor pension Trustees and Sponsor representatives, through examination of written reports and/or meetings or discussion with Trustees and Sponsor representatives;
- Receive suggestions, comments and complaints on trusteeship from Trustees or Sponsor representatives, plan members and OPSEU/SEFPO staff and to recommend necessary action to the President and the Board;
- With the exception of CAAT and Pathways to Independence, test, interview and recommend Trustee and Sponsor representative appointments to the Board;
- Determine appropriate educational courses, materials and organizations and create a non exhaustive list for trustee or sponsor representatives, EBMs and OPSEU/SEFPO members;
- Ensure Trustees and Sponsor representatives are aware, and have been provided a copy of the PLC Terms of Reference and all OPSEU/SEFPO pertinent policies and procedures related to their roles and of labour's pension agenda;
- Facilitate communication between, and within, the leadership, membership, Trustees, Sponsor representatives and pension plan executives;
- Submit pension policy issues to the Board, and to consult trustee or sponsor representatives where appropriate;
- Recommend to the OPSEU/SEFPO executive board, removal/replacement of any Trustee or Sponsor representative
- Represent OPSEU/SEFPO in the role of Sponsor for all Jointly Sponsored Pension Plans where no Sponsor Committee representative or Board representative exists.

The PLC is not responsible for implementing or determining the terms or bylaws of the pension plans, including the benefits to be paid to the retired members of the pension plans, the contribution rates from the active members of the plans to earn those benefits, and the groups of employees who are to be members of the plans.

Role in Pension Policy

The PLC has a central, strategic role in formulating and implementing pension policy as follows:

- It plays a pivotal role for OPSEU/SEFPO as a Sponsor in articulating OPSEU/SEFPO's pension policy vision; it is a liaison with the President's Office, staff of the Pensions & Benefits Unit and the Executive Board;
- Defined Benefit Pension (DB) Plans are preferred for all Canadians. With this in mind the PLC, will continue to campaign and lobby to:
 - o Strengthen our jointly sponsored plans through effective governance;
 - o Strengthen DB pensions;
 - o Develop new options for workers in small workplaces including joining our larger plans;
 - o Fight to include part-time workers in DB plans; and
 - o Oppose conversions to Defined Contributions plans.
- PLC members are OPSEU/SEFPO'S representatives on pension policy with the broader trade union movement and the pension community in Canada. The PLC must communicate affiliate resolutions on pensions that are being considered or have been passed by affiliate conventions.
- The PLC will report regularly to the President's Office on pension developments and meet regularly with staff of the Pension and Benefits Unit for the same purpose.

The PLC must also exercise its leadership role on pensions with the Executive Board. With assistance as required, the PLC must report regularly on pension policy so that the Executive Board is fully apprised of pension developments in Canada. This will enable OPSEU/SEFPO to build on its strategic advantage and be a pension leader for working people in Canada.

Liaison with OPSEU Trustees and Sponsor Representatives:

*PLC Terms of Reference to be reviewed January 1, 2026. Subsequently, to be reviewed tri-annually.

The PLC must meet with each group of Trustees and Sponsor representatives at least semi-annually in person, by teleconference or videoconference.

These meetings will review:

- Developments in OPSEU/SEFPO pension and relevant policy, given that the PLC must ensure that all OPSEU/SEFPO Trustees and Sponsor representatives are informed in a timely manner of any changes or updates in OPSEU/SEFPO pension policy;
- Progress by OPSEU/SEFPO Trustees and Sponsor representatives in pursuing OPSEU/SEFPO policy goals;
- Board of Trustees or Sponsor level decisions as appropriate; and
- Upcoming projects, plans and events of possible interest and significance to the Sponsor.

Reports on these meetings shall be drafted by pension staff in the Pension and Benefits Unit and forwarded to the PLC and President's Office for review. The PLC will incorporate this report to the Executive Board.

Orientation and Training for PLC members

PLC members are in a sponsorship role within OPSEU/SEFPO. To fulfill this sponsorship role PLC members shall have access to comprehensive and intensive training in pensions and governance.



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Conflict of Interest

PLC members must follow all OPSEU/SEFPO conflict of interest policies and procedures, including informing all PLC members of any real or perceived conflict or potential conflict.

Confidentiality

PLC members have an obligation to Trustees and Sponsor representatives of OPSEU/SEFPO sponsored plans that confidentiality will be maintained.

2.3 GOVERNANCE PROCEDURES – Executive Board Sub-Committees**4. OPSEU/SEFPO Employer Negotiating Committee**

Effective Dates: 1. December 6-7, 1984 [B8];
2. June 23-25, 1977 [B25]

Application: Negotiating Committee Members, President, First Vice-President/ Treasurer, EBMs

Related: committees

1. Composition

The OPSEU/SEFPO Employer Negotiating Committee for purposes of Staff Relations will comprise: President, First Vice-President/ Treasurer, two members of the Executive Committee elected by the Executive Committee, and two members of the Executive Board elected by the Executive Board (total of six).

2. Demand Setting Meetings

In future staff negotiations, the Officers and the Board will be called in to attend demand setting meetings. The Board shall consider recommendations from the Officers and amend or change as deemed appropriate. Such demand setting meetings may be concurrent with regular Board or Officers meetings.

2. GOVERNANCE PROCEDURES

2.4 Standing Committees: Terms of Reference

2.4 GOVERNANCE PROCEDURES – Standing Committees: Terms of Reference**1. BPS All Chairs Committee**

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

Application: Committee Members, Staff

Related: committees

Chairperson

- Elected from the Sector Chairs at the first committee meeting following sector Executive elections

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.

Timeframes, Deadlines and Reporting

- Guided by a “work plan” produced by the committee at the beginning of each two-year term
- Regular quarterly two-day meetings, typically occurring; spring, summer, fall and winter
- Agenda generated by the Chair and circulated to all sector chairs for input prior to the meeting
- Minutes from each meeting, including “actions”, circulated to all sector chairs, pertinent staff, Supervisors and guests for review and input

Composition

- Chair or designate from each Sector with an Executive Committee, Chair of the BPS committee and a representative from the Chairpersons sector
- Responsible staff (Negotiator as assigned)

Staff Support

- Negotiator (as assigned), present at the meetings and as a resource between meetings



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- Collective bargaining support staff as required
- Staff “experts” as required, to deal with specific issues

Other Resources

- “Experts” as required
- “Reference” binder, includes minutes from the previous two years

2.4 GOVERNANCE PROCEDURES – Standing Committees: Terms of Reference**2. Coalition of Racialized Workers**

Effective Dates:	March 7-8, 2012 [B43]
Application:	Committee Members, EBMs, Staff
Related:	Racialized, equity, discrimination

Article 1 – Name

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

Article 2 – Purpose

2.1 The CoRW acknowledges that racialized workers are oppressed and impacted by oppression differently in their workplaces than other workers are. Systemic and individual 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 Black and Racialized workers face include anti-Black racism, racism, systemic racism, the denial of racism, stereotyping, income inequality, lack of access to justice and racial profiling. The CoRW works hard to eradicate these and all barriers and discrimination in order to achieve fairness for racialized workers inside their workplaces within the structures of OPSEU/SEFPO/SEFPO and within society.

2.2 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:

- a. "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;
- b. "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;
- d. To monitor the situation of racialized groups by promoting the collection and analysis of Code-consistent "race" based data;
- e. To review policies, laws and regulations which create and perpetuate racial discrimination;
- f. To ensure systemic racial barriers in social, economic and political institutions are removed and corrective action taken;



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- g. To work with equity-seeking groups to broaden and develop the goals of the caucus, and build coalitions within the community.
- h. 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.

ARTICLE 3 MEMBERSHIP-SELECTION-ELECTION-TERMINATION

3.1 Preamble

Membership in the CoRW requires a tangible expression of interest and participation in furthering the goals of the CoRW. Membership is a deliberate act that encourages the active participation of Black and racialized workers at OPSEU/SEFPO who support the purpose of the CoRW, and its objectives as set out in Article 2. Membership will be open to all OPSEU/SEFPO Black and Racialized members from all seven regions who have identify as Black and/or Racialized, and have ancestry as determined and outlined in Article 3.6.

3.2 The CoRW Committee will not exceed fourteen (14) members.

3.3 The terms of CoRW Committee members will be two (2) years. A member who has completed a term will be eligible for reconsideration under the same criteria as Article 3.6.

3.4 One (1) OPSEU/SEPO Executive Board Member and one (1) Officer from the Equity Unit may offer support to the Committee. The Executive Board liaison and Equity Unit Officer may attend Committee meetings with voice but no vote. It is understood that participation of all others is by invitation only.

3.5 Rights of Members

CoRW members will have the following rights:

- a. To be eligible to be elected as a member of the CoRW Executive
- b. To have access to the meeting agenda and minutes of the CoRW meetings.
- c. To resign in writing at any time;
- d. To have one (1) vote on each question arising at any meeting of the CoRW; and
- e. Followed by approval of the Executive, to be informed promptly by the Secretary of their admission to CoRW membership.

3.6 Eligibility for Membership

Black and Racialized members who subscribe to the purpose and objectives of the CoRW as defined will be considered eligible to hold membership. A member will be considered a member in good standing

of the CoRW provided the member meets the conditions of membership as outlined in Article 3 and is Black, African Descent, Asian, South Asian and/or individual that identifies as Racialized.

3.7 Provincial Elections Process

No later than March 30 of an OPSEU/SEFPO election year the Coalition of Racialized Workers Committee (CoRW) will select 14 Representative to the Provincial CoRW. Election will be by vote and in person or by other process as permitted under the Provincial CoRW Committee's Terms of Reference (TOR).

3.7.1 Scope and Application of Election Procedure

These terms of reference provide the policy and procedure for the election of OPSEU/SEFPO Black and racialized members to the positions of the Provincial Coalition of Racialized Workers Committee (CoRW).

3.7.2 Call-Out and Member Participation

In December of a non-OPSEU/SEFPO election year, OPSEU/SEFPO shall post an online Call-Out to invite Black and Racialized members to participate in the process to select members for positions on the Coalition of Racialized worker Provincial Committee (CoRW). This Committee will comprise of:

- a) Fourteen CoRW Committee Members who are members of the Black and Racialized OPSEU/SEFPO community.
- b) Seven Alternate CoRW Members, one for each of the seven CoRW OPSEU/SEFPO Regions

3.7.3 Member Participant or Candidate

Any OPSEU/SEFPO member in good standing who self-identifies as Black and Racialized may participate in the process to select members for positions on the CoRW Provincial Committee.

- a) In order to participate in the Election process, a member must respond to the call-out and self-identify with the Black and Racialized community.
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- b) Candidates need to indicate their interest to run for the CoRW Committee by submitting an application with a biography of not more than 500 words.
- c) In order to be considered for one of the 14 regional positions on the ProvincialCoRW, a member must respond to the call-out with the necessary contact and any other information required, along with a completed nomination form that is signed by at least one OPSEU/SEFPO member in good standing.
- d) A member who meets the criteria to be considered for election to the CoRW Provincial Committee will be notified by the Member Equity Unit. The nomination form is verified by checking the member's union number in order to determine if the member is in good standing. Members will be confirmed as "candidates" once verified.

3.7.4 Campaign

An Election Committee will provide the CoRW participants in the Elections process with information provided by the candidates. Candidates will be encouraged to inform members and exchange information and ideas.

3.7.5 Selection and Polling

a) The Member Equity Unit will review available options and then coordinate services for an in-person election process and to schedule a secure, confidential voting process.

b) Voting will be conducted by plurality within each Regional Group. Aggregate results will be reported by the Member Equity Unit to the Participants/Candidates. Individual votes will not be disclosed to successful candidates or OPSEU/SEFPO members.

c) Elections will be held for alternates to the Provincial CORW Committee, and the election process will be the same as above.

3.7.6 Proportional Regional Representation

Proportional Regional Representation is based on the Demographics of Black and Racialized workers in the province. The Coalition has the right to increase or decrease regional representation based on regional applicants: However, we will strive to achieve the following regional breakdown whenever possible.

Delegates will have to place at least one name on the ballot for the following regions, provided that there is a candidate in that Region. The Following is the maximum candidates' names you can have on one ballot for one region.

- i. Region 1--- 2 Members
- ii. Region 2 ---2 Members
- iii. Region 3--- 2 Members
- iv. Region 4--- 2 Members
- v. Region 5--- 4 Members
- vi. Region 6--- 1 Member
- vii. Region 7--- 1 Member

3.8 Termination of Membership

a. Membership in the CoRW ceases to exist:

- i. Upon resignation or termination of the member;
- ii. When a member's term of membership expires and is not renewed;
- iii. When the member ceases to be an OPSEU/SEFPO member, a retired member or otherwise in accordance with the OPSEU/SEFPO Constitution.

b. The CoRW Committee can declare a seat vacant when a member misses two consecutive meetings without giving prior notice to the Chair. Prior to declaring a seat vacant, the CoRW will make a diligent effort to communicate with the member.

c. Any dispute regarding eligibility for or termination of membership will be decided by a majority vote of the CoRW Committee and then referred to the President's office for determination.

ARTICLE 4 – STRUCTURE

- 4.1 CoRW Executive Officers will be elected in accordance with OPSEU/SEFPO's constitution. Elections will be conducted in OPSEU/SEFPO's election year. CoRW elections will be conducted by an Officer of the Member Equity Unit and recorded in meeting minutes that are forwarded to the Unit.
- 4.1.1 **Provincial Election Structure:** There is a maximum of fourteen (14) members in the CoRW Committee.
- 4.1.2 **Regional CoRW** Coalition will be known as Sub Coalitions under the Provincial CoRW. They are required to make work plans and budgetary submissions by September 1st of each year to the Provincial CoRW. Submissions and proposals will be ratified, approved and adopted by the Provincial CoRW. The Provincial CoRW has the right to amend, alter, change or disapprove any submission that is requested by the Regional Coalitions. As per the policy manual, only the Provincial CoRW will be recognized by Ontario Public Service Employees Union ("OPSEU/SEFPO").
- 4.2 A Chair, 3 Vice-Chairs, Secretary and Treasurer will be elected from the members of the Provincial CoRW.
- 4.3 The Chair will be responsible for:
- a) setting the CoRW meeting agenda.
 - b) delegating and implementing tasks and projects of the CoRW.
 - c) attending or designating someone to attend OPSEU/SEFPO Equity Chairs meetings.
 - d) in conjunction with the Treasurer, maintaining the budget approved by Convention and ensuring that expenses stay within the approved budget.
- 4.4 There will be 3 Vice Chairs. Vice chairs will be ranked by the provincial CoRW.
- a) In the absence of the Chair, the highest ranked Vice Chair will hold the responsibilities and duties of the Chair.
 - b) Delegating and implementing the tasks and projects of the CoRW as assigned by the Chair.
- 4.5 The Treasurer will be responsible for, in conjunction with the Chair:
- a) maintaining the budget approved by Convention.
 - b) ensuring that expenses stay within the approved budget;
 - c) providing regular financial reports to the Coalition.
- 4.6 The Secretary will be responsible for:

- a) annual convention report;
- b) assisting with the yearly work plan; and
- c) generating and distributing minutes of the CoRW meetings within thirty (30) days of each meeting.

ARTICLE 5 – FINANCE

- 5.1 The activities of the CoRW will be funded centrally through the Union, as approved by the budget by the Annual Convention.
- 5.2 The CoRW will have a bank account to handle donations from members. All cheques will require two (2) signatories, one of whom will be the Treasurer. The Chair, Vice-Chair and Treasurer will have signing authority.
- 5.3 A quarterly budget of actual expenses compared to the approved budget will be provided to the Chair and Treasurer of the CoRW by the assigned Officer of the Equity Unit.
- 5.4 To support the CoRW budget submission, an annual report will be provided to the Executive Board by the Chair.

ARTICLE 6 – MEETINGS

- 6.1 Meetings are defined by the type of notifications sent out by the chair or vice chair. I.e., membership meeting verses membership gathering.
- 6.2 The CoRW will meet a minimum of five (5) times a year. One of the five annual meetings will be a two-day meeting for budgeting purposes. At least two (2) of the five (5) annual meetings will be held by video or teleconference. Includes Gathering
- 6.3 Quorum for meetings will be a simple majority of CoRW members.
- 6.4 The order of meeting business will be consistent with OPSEU/SEFPO constitution.
 - 6.4.1 Where possible, decisions will be made by consensus. Where consensus cannot be reached, a vote will be called. A vote will be carried by a majority of CoRW members. Minority concerns will be noted for the record.
- 6.5 The Chair will have the power to call a meeting at any time. No public notice will be required. However, notice of the time and place of meetings will be given to each member by sending a notice via e-mail fourteen (14) days before the time fixed for the meeting. This notice period can be shortened in the event of an urgent issue requiring a speedy decision.
- 6.6 Where a meeting of the CoRW is deemed by the Chair to be impractical or unnecessary,

the members may be polled by e-mail or telephone. Confirmation of any decisions made in this manner will be done at the next meeting.

- 6.7 Members may attend meetings electronically or via teleconference upon approval of the Chair.

ARTICLE 7 – APPROVAL AND AMENDMENT OF TERMS OF REFERENCE

- 7.1 The terms of reference will be approved by a two-thirds (2/3) majority vote at a meeting of the CoRW.
- 7.2 Any subsequent amendments will be approved by a two-thirds (2/3) majority vote at a meeting of the CoRW.

ARTICLE 8 – TANGIBLE ASSETS, PHYSICAL PROPERTY OF OPSEU/SEFPO

- 8.1 Tangible assets are for CoRW use. Tangible assets may be requested by a CoRW member from the Chair or Vice-Chair by written notice.
- 8.2 In the event a member is no longer a member of the CoRW, all physical property will be returned to the CoRW.

2.4 GOVERNANCE PROCEDURES – Standing Committees: Terms of Reference**3. Disability Rights Caucus**

Effective Dates: [None provided]

Application: Committee Members, EBMs, OPSEU/SEFPO Staff,

Related: committees, accessibility

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

ARTICLE 3: MEMBERSHIP

3.1 The caucus members will be selected with consideration to the following:

- a. Geographic balance of the seven (7) Regions
- b. A wide range of disabilities with a balance of visible and non-evident/non-visible disabilities
- c. Mix of community and union activity
- d. Gender balance
- e. A desire to network, advocate, educate, and increase equality for individuals with disabilities

3.2 It is recommended that one (1) OPSEU/SEFPO staff member from the Equity Unit is assigned to the caucus. The assigned Equity Unit Officer may attend caucus meetings with voice but no vote.

2.3 The caucus shall not exceed ten (10) members; a Retiree can be a member.

2.4 Terms will be consistent with the OPSEU/SEFPO Constitution. A member who has completed a term will be eligible for reconsideration under the same criteria as Article 3.1.

3.5 When vacancy(s) occur an application will be sought from OPSEU/SEFPO membership. The Equity Unit will receive the application, acknowledge receipt of the application and remove all identifying information (name and



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Local). The caucus will select a committee from the caucus comprised of three (3) members and the assigned OPSEU/SEFPO staff member. This committee will be known as the Caucus Selection Committee. The applications will then be forwarded to the Caucus Selection Committee. The Caucus Selection Committee shall present their recommendation to the Caucus. The caucus will make the final determination of the new caucus member(s).

ARTICLE 4: OFFICERS

- 4.1 Disability Rights Caucus Officers shall be elected in accordance with OPSEU/SEFPO's Constitution. Such elections shall be conducted by an Officer of the Equity Unit and recorded in meeting minutes that are forwarded to the Equity Unit.
- 4.2 Two (2) Co-Chairs, at least one of whom identifies as female, and one (1) alternate shall be elected from members of the caucus.
- 4.3 The Co-Chairs shall work together to establish meeting dates, agenda items and address issues between meetings as required.

ARTICLE 5: FINANCE

- 5.1 The activities of the caucus shall be funded centrally by OPSEU/SEFPO, as approved in the budget at the Annual Convention.
- 5.2 A quarterly budget report of actual expenses compared to the approved budget shall be provided to the Co-Chairs of the Caucus by the assigned Officer of the Equity Unit.
- 5.3 To support the caucus budget, an annual report shall be provided to the Executive Board by a Co-Chair outlining the activities of the caucus.

ARTICLE 6: MEETINGS

- 6.1 The caucus shall meet a minimum of four (4) times a year. Two meetings will use teleconferencing or videoconferencing to keep budgeting costs down.
- 6.2 Agenda Items shall be forwarded to caucus members three (3) weeks in advance of all meetings; members of caucus will have the opportunity for input of additional agenda items.
- 6.3 At each caucus meeting one (1) member will be selected to take minutes and forward the minutes to caucus for comment. The revised minutes will then be forwarded by a Co-Chair to the OPSEU/SEFPO Equity Unit, ideally within 15 days of the meeting date.
- 6.4 The order of business at caucus meetings will be consistent with OPSEU/SEFPO Constitution.
- 6.5 Robert's Rules of Order will be used when the caucus has quorum. Quorum will be a majority of the caucus members.
- 6.6 The caucus may hold a meeting at Convention open to all OPSEU/SEFPO members who self-identify having a disability.



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ARTICLE 7: APPROVAL AND AMENDMENT OF TERMS OF REFERENCE

- 7.1 The Terms of Reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the caucus in which quorum is met.
- 7.2 Any subsequent amendments to the Terms of Reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the Caucus in which quorum is met.
- 7.3 The Terms of Reference shall be reviewed every two (2) years on even years

2.5 GOVERNANCE PROCEDURES – Standing Committees: Terms of Reference**4. Hardship Committee**

Effective Dates:	Convention 2017; June 22-23, 2023 [B19]
Application:	Committee Members, EBMs, OPSEU/SEFPO Staff
Related:	Hardship Fund

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

Article 3 – Membership

- 3.1 The Hardship Fund will be managed by seven (7) Regional Hardship Committees to be elected at the Regional meeting. Each committee will consist of a Chairperson, Vice-Chair, Secretary and Treasurer, each from different Locals and selected by and from the Regional Hardship Committee.
- 3.2 Up to four (4) alternates shall also be elected at the Regional meeting. An alternate can only replace an elected member when the elected member vacates the position permanently.
- 3.3 If an alternate member replaces a member of this committee, the members may adjust the positions of the committee.

Article 4 – Officers

- 4.1 Officers shall be elected at the Regional meeting. Each committee will consist of a Chairperson, Vice-Chair, Secretary, and Treasurer.
- 4.2 A Chair shall be elected from members of the committee.

Article 5 – Finance

- 5.1 Funding for assistance will be provided through the OPSEU/SEFPO annual budget. Each Regional Hardship Committee will be initially funded with \$2.00 per member as of January 1, 2023. The committees will establish a bank account in the name of the OPSEU/SEFPO Region X Hardship Committee. The Vice-President/Treasurer will

be a signatory on these accounts, but not on cheques issued by the committee. Regional Hardship Committees shall not go into deficit. (Convention 2023)

- 5.2 Notwithstanding the funding from Head Office, donations to the fund will be accepted from other areas.
- 5.3 An annual report of actual expenses shall be provided to the Vice-President/Treasurer by Jan 30 of each fiscal year.

Article 6 – Meetings

- 6.1 The committee shall meet as required

Article 7 – Approval and Amendment of Terms of Reference

- 7.1 The Terms of Reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the Chairs of the committee.
- 7.2 Any subsequent amendments to the Terms of Reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the Chairs of committee.

2.3 GOVERNANCE PROCEDURES – Standing Committees: Terms of Reference**5. Provincial Francophone Committee (PFC)**

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

Application: Committee Members, EBMs, OPSEU/SEFPO Staff

Related: See Policy Manual

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.

ARTICLE 3 – MEMBERSHIP

1. The committee shall consist of seven (7) members representing the seven (7) Regions of the union and shall be elected at regional meetings held every two (2) years.
2. Those who self-identify as Francophone and are members in good standing shall be eligible to act as representatives.
3. One (1) OPSEU/SEFPO Executive Board Member and one Officer from the Equity Unit may offer support to the committee. The Executive Board liaison and Equity Unit Officer may attend committee meetings with voice but no vote. It is understood that participation of all others is by invitation only.
4. Alternates shall not attend meetings. However, in the event the elected member resigns, the alternate will assume the position of the Regional Representative.

ARTICLE 4 – ELECTED POSITIONS OF THE COMMITTEE

1. Elected positions of the committee shall be elected in accordance with OPSEU/SEFPO's Constitution. Such elections shall be:
 - Conducted by an Officer of the Equity Unit,
 - Conducted by secret ballot,
 - Announced in advance, and
 - Recorded in meeting minutes that are forwarded to the Equity Unit.

2. A Chair, Vice-Chair, Treasurer and Secretary shall be elected from members of the committee;
3. The committee shall elect a member to be their representative in other affiliated unions or committees as follows:
 - NUPGE
 - Other committees that may be deemed necessary

This does not remove the ultimate right of the President's Office to appoint someone of their choosing to the above-mentioned committees.
4. The Chair shall:
 - Set up and coordinate meetings throughout the year;
 - Ensure participation, follow-up and communication of all members between meetings;
 - Develop the agenda for all committee meetings. The order of business will be consistent with the OPSEU/SEFPO Constitution, and the agenda will be sent to the members in advance;
 - Preside as Chairperson at all committee meetings;
 - Act as the official spokesperson for the committee within the union, examples include:
 - attending All Chairs Meetings
 - participating in planning the annual Joint Leadership Day held in September
 - participate in planning the "Gathering"
 - perform other duties as may be deemed necessary by the committee.
5. The Vice-Chair shall:
 - In the absence of the Chair, assume the responsibilities of the office of the Chair.
 - In addition, perform other duties as may be deemed necessary from time to time.
6. The Secretary shall:
 - Be responsible for recording the details of the meeting electronically, including all financial decisions made and specific action items for follow-up; and
 - Send the minutes to the committee for approval. Once approved, the Secretary shall forward the minutes, via email, to the Equity Unit Secretary and the assigned Officer no later than 15 days after the meeting
7. The Treasurer shall:
 - Monitor the expenses of the committee by tallying estimated expenses at every meeting;
 - Reconcile their records with the quarterly reports provided by OPSEU/SEFPO; and
 - Follow-up on any discrepancies with the assistance of staff, the Accounting Unit and anyone else deemed necessary.

ARTICLE 5 – FINANCE

1. The activities of the committee shall be funded centrally by the union, as approved in the budget by the Annual Convention.
2. A quarterly budget report of actual expenses compared to the approved budget shall be provided to the Chair of the committee by the assigned Officer of the Equity Unit.
3. To support the committee budget submission, an annual report shall be provided to the Executive Board by the Chair of the committee.
4. It is understood that expenses and payments will only be processed by OPSEU/SEFPO when they are:



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- Supported by the majority of the committee
- Recorded in minutes that have been forwarded to the assigned Officer
- In accordance with the general policies of OPSEU/SEFPO.

ARTICLE 6 – MEETINGS

1. The committee shall meet a minimum of four (4) times a year and with two (2) being via web/tele conference.
2. Quorums for meetings of the committee shall be a simple majority (four of seven) of the committee members.
3. Committee decisions can be made using email confirmation between meetings. Motions are moved and seconded. Members will then vote on the motion and requires a majority of the vote. Quorum must be confirmed. The results will be forwarded to the appropriate Equity Officer and/or Equity Unit.

ARTICLE 7 – APPROVAL AND AMENDMENT OF TERMS OF REFERENCE

1. The Terms of Reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the committee.
2. Any subsequent amendments to the Terms of Reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the committee.

2.4 GOVERNANCE PROCEDURES – Standing Committees: Terms of Reference**6. Provincial Human Rights Committee**

Effective Dates:

Application: Committee Members, EBMs, OPSEU/SEFPO Staff,

Related: See Policy Manual

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:

1. To seek resources, materials and information regarding human rights issues with an emphasis on education;
2. To present workshops, presentations etc. as requested by members;
3. To research and write articles around human rights issues as relating to current trends in arbitration and legislative changes;

4. To attend, where possible, conferences of OPSEU/SEFPO where a human rights committee presence is appropriate, required or desirable;
5. To understand and have a commitment to advancing OPSEU/SEFPO policies;
6. Understanding, knowledge and commitment to human rights;
7. Assist members to understand the impact of their individual behaviours on global socio-economic and political issues relating to human rights issues; and
8. To participate in the discussions on resolutions with other committees and caucuses

ARTICLE 3 – MEMBERSHIP

- 3.1 There are seven (7) members of the committee as elected at regional meetings every second year. A Board liaison and an OPSEU/SEFPO staff member may offer support to the committee.
- 3.2 One (1) OPSEU/SEFPO Executive Board Member and one (1) Officer from the Equity Unit may offer support to the committee. The Executive Board liaison and Equity Unit Officer may attend committee meetings with voice but no vote. It is understood that participation of all others is by invitation only.
- 3.3 Alternates shall not attend meetings. However in the event the elected member resigns, the alternate will assume the position of the Regional Representative.

ARTICLE 4 – ELECTED POSITIONS OF THE COMMITTEE

- 4.1 Elected positions are defined as: Chair, Vice-Chair, Secretary and Treasurer and shall be elected in accordance with OPSEU/SEFPO's Constitution. Such elections shall be conducted by an Officer of the Equity Unit and recorded in meeting minutes that are forwarded to the Equity Unit.
- 4.2 The committee shall elect a member to be their representative in other affiliated unions or committees as follows:
This does not remove the ultimate right of the President's Office to appoint someone of their choosing to the following committees:
 - NUPGE,
 - Solidarity Funds Committee (Social Justice and Live and Let Live), and
 - Other committees that may be deemed necessary.
- 4.3 The Chair shall:
 - Set up and coordinate meetings throughout the year;
 - Ensure participation, follow-up and communication of all members between meetings;
 - Develop the agenda for all committee meetings, the order of business will be consistent with the OPSEU/SEFPO Constitution, and will be sent to members in advance;
 - Preside as Chairperson at all committee meetings;
 - Act as the official spokesperson for the committee within the union, examples include:

- Attending the Equity All Chairs Meetings;
- Participating in planning the annual Joint Leadership Day to be held in the Fall;
- Perform other duties as may be deemed necessary by the committee.

4.4 The Vice-Chair shall:

- In the absence of the Chair, assume the responsibilities of the office of the Chair;
- Perform other duties as may be deemed necessary from time to time.

4.5 The Secretary shall:

- Be responsible for recording the details of the meeting electronically, including all financial decisions made and specific action items for follow-up;
- Send the minutes to the committee for approval. Once approved, the Secretary shall forward the minutes, via email, to the Equity Unit Secretary and the assigned Officer no later than 15 days after the meeting.

4.6 The Treasurer shall:

- Monitor the expenses of the committee by tallying estimated expenses at every meeting;
- Reconcile their records with the quarterly reports provided by OPSEU/SEFPO;
- Follow-up on any discrepancies with the assistance of assigned staff, the Accounting Department and anyone else deemed necessary.

ARTICLE 5 – FINANCE

- 5.1 The activities of the Committee shall be funded centrally through the Union, as approved by the budget by the Annual Convention.
- 5.2 A quarterly budget of actual expenses compared to the approved budget shall be provided to the Chair of the committee by the assigned Officer of the Equity Unit.
- 5.3 To support the Committee budget submission, an annual report shall be provided to the Executive Board by the Chair of the committee.

ARTICLE 6 – MEETINGS

- 6.1 The committee shall meet a minimum of four (4) times a year and with two (2) being via video/tele conference.
- 6.2 Quorum for meetings of the committee shall be a simple majority (four of seven) of the committee members.
- 6.3 Where a meeting of the committee is deemed by the Chair to be impractical or unnecessary, the members may be polled by email or telephone. Confirmation of any decisions made in this manner shall be done at the next meeting.

ARTICLE 7 – APPROVAL AND AMENDMENT OF TERMS OF REFERENCE

- 7.1 The Terms of Reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the committee.
- 7.2 Any subsequent amendments shall be approved by a two-thirds (2/3) majority vote at a meeting of the committee.

7. Provincial Women's Committee

Effective Dates:

Application: Committee Members, EBMs, OPSEU/SEFPO Staff,

Related: See Policy Manual

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

ARTICLE 3 – MEMBERSHIP

- 3.1 The committee shall consist of seven (7) members representing the seven (7) Regions of the union and shall be elected at regional meetings held every two (2) years.
- 3.2 Members who self-identify as women may be eligible to become members of the committee.
- 3.3 It is recommended that one (1) OPSEU/SEFPO Executive Board Member be assigned to each committee as a liaison to the Board; and that one Officer from the Equity Unit shall be assigned to the PWC for support. The Executive Board liaison and Equity Unit Officer may attend committee meetings with voice but no vote. It is understood that no other members or staff shall attend committee meetings except by invitation.
- 3.4 Alternates shall not attend meetings however they can be involved in activities of the PWC as requested by their Regional Representative. However in the event the elected member resigns, the alternate will assume the position of the Regional Representative.

ARTICLE 4 – OFFICERS

4.1.1 Officers shall be elected in accordance with OPSEU/SEFPO’s Constitution. Such elections shall be:

- conducted by an Officer of the Equity Unit
- conducted by secret ballot
- open to all members with reasonable notice of the election
- recorded in meeting minutes that are forwarded to the Equity Unit.

4.2 A Chair and Vice-Chair shall be elected from members of the committee;

4.3 The committee shall elect a member to be their representative in other affiliated unions or committees as follows:

- OFL Women’s Committee;
- Ontario Coalition of Better Child Care;
- Social Justice Fund;
- NUPGE; and
- Other committees that may be deemed necessary.

This does not remove the ultimate right of the President’s Office to appoint a member of the PWC to the above-mentioned committees.

4.4 The Chair shall:

- set up and coordinate meetings throughout the year;
- ensure participation, follow-up and communication of all members between meetings;
- develop the agenda for all committee meetings and send them out in advance;
- preside as Chairperson at all committee meetings;
- act as the official spokesperson for the committee within the union, examples include:
 - attending Equity Chairs Meetings
 - participating in planning the annual Joint Leadership Meeting in September
 - participate in planning the “Gathering” in January
- perform other duties as may be deemed necessary by the committee.

4.5 The Vice-Chair shall:

- In the absence of the Chair, the Vice-Chair assumes the responsibilities of the office of the Chair.
- In addition the Vice-Chair shall perform other duties as may be deemed necessary from time to time.

4.6 The Secretary shall:

- Be appointed at each meeting on a rotational basis
- Be responsible for recording the details of the meeting electronically, including all financial decisions made and specific action items for follow-up

- Send the minutes to the committee for approval. Once approved, the Secretary shall forward the minutes, via email, to the Equity Unit Secretary and the assigned Officer no later than 15 days after the meeting.

4.6 The Treasurer shall:

- Monitor the expenses of the committee by tallying estimated expenses at every meeting;
- Reconcile their records with the quarterly reports provided by OPSEU/SEFPO;
- Follow-up on any discrepancies with the assistance of assigned staff, the Accounting Department and anyone else deemed necessary.

ARTICLE 5 – FINANCE:

- 5.1 The activities of the committee shall be funded centrally by the union, as approved in the budget by the Annual Convention.
- 5.2 A quarterly budget report of actual expenses compared to the approved budget shall be provided to the Chair of the committee by the assigned Officer of the Equity Unit.
- 5.5 To support the committee budget submission, an annual report shall be provided to the Executive Board by the Chair of the committee.
- 5.3.1 It is understood that central expenses and payments will only be processed by OPSEU/SEFPO when they are:
- Supported by the majority of the committee;
 - Recorded in minutes that have been forwarded to the assigned Officer;
 - In accordance with the general policies of OPSEU/SEFPO (also applies to regional funds.)

ARTICLE 6 – MEETINGS:

- 6.1 The committee shall meet a minimum of four (4) times a year. At least two (2) meetings will be conducted via teleconference or video conference.
- 6.2 Where a scheduled meeting of the committee is not required or is impractical the members may be polled by email or telephone. Confirmation of decisions made in this manner shall be confirmed at the next meeting.
- 6.3 Quorums for meetings of the committee shall be a simple majority (50% + one) of the standing committee members.
- 6.4 Where a scheduled meeting of the committee is not required or is impractical the members may be polled by email or telephone. Confirmation of decisions made in this manner shall be confirmed at the next meeting.
- 6.5 For the purposes of conducting business of the committee, participation at a meeting shall not be limited to in person but may include participation via teleconference and video conference.
- 6.6 The order of business at meetings will be consistent with OPSEU/SEFPO's Constitution. Meeting agendas and minutes will be kept.

ARTICLE 7 – APPROVAL AND AMENDMENT OF TERMS OF REFERENCE

7.1 The Terms of Reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the Committee.

Any subsequent amendments to the Terms of Reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the Committee.

8. Provincial Young Workers Committee

Effective Date: September 17-18, 2014 [B9]; September 19-20, 2024 [B13]

Application: Committee Members, EBMs, OPSEU/SEFPO Staff,

Related: See Policy Manual

ARTICLE 1 – NAME

- 1.1 The Committee shall be known as the Provincial Young Workers Committee (PYC) of the Ontario Public Service Employees Union / Syndicat des Employés de la Fonction publique de l'Ontario (OPSEU/SEFPO).

ARTICLE 2 – AIMS AND PURPOSE

- 2.1 The primary functions of the Committee shall be:

2.1.1 To assist in welcoming, mentoring and educating young workers by providing guidance, support, and an understanding of OPSU/SEFPO's function and structure. This shall be accomplished by:

- a. developing and promoting Programs or events to encourage young workers to participate in union activities;
- b. increasing awareness and understanding of issues affecting young workers and related equity issues throughout the membership; and
- c. participating in activities pertaining to and/or being attended by young workers.

2.2.1 To professionally 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:

- a. access to focused educationals run by OPSEU/SEFPO or its affiliates;
- b. mentorship activities with Executive Board Members at the Regional level; and
- c. other opportunities that the Board deems relevant.

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

ARTICLE 3 – MEMBERSHIP

- 3.1 The committee shall consist of seven (7) members representing the seven (7) regions of the union and shall be elected at the biennial Regional meetings held every two (2) years.
- 3.1.1 Seven (7) alternate members (hereinafter referred to as “Regional Alternates”) representing the seven (7) regions of the union shall also be elected at the biennial regional meetings held every two (2) years, but will not be considered members of the Committee.
- 3.2 Members of OPSEU/SEFPO who self-identify as young workers aged Thirty-five (35) or under, and are in good standing with the union, shall be eligible to become members of the Committee and Regional Alternates.
- 3.3 Members of the Committee who are elected to other roles in OPSEU/SEFPO shall have the same opportunities to participate in the Committee with no prejudice.
- 3.4 Membership in the Committee ceases to exist:
- 3.4.1 Upon resignation of the member;
- 3.4.2 When the member ceases to be an OPSEU/SEFPO member in good standing or otherwise in accordance with the OPSEU/SEFPO Constitution; or
- 3.4.3 When the member’s seat is declared vacant by the Chair of the Committee, which is defined as the member missing two consecutive meetings without giving prior notice to the Chair and not responding to a diligent effort in communication made by the Chair.
- 3.5 Any dispute regarding the ceasing of membership of the Committee will be decided by a majority vote of the Committee, and then referred to the office of OPSEU/SEFPO’s President with consultation from the appropriate Regional Vice President for determination without unnecessary delay.
- 3.6 In the Event that a member no longer holds membership in the Committee, their may be involved in the activities of the Committee on an as-needed and ad-hoc basis, which includes but is not limited to, attending educationals as dictated by OPSEU/SEFPO Policy.
- 3.7 The Equity Board Member who is elected by OPSEU/SEFPO’s young worker members (hereinafter referred to as the “Board Liaison”) shall offer support to the Committee. The Equity Board Member may attend meetings of the Committee with a voice but no vote.

ARTICLE 4 – ELECTED POSITIONS OF THE COMMITTEE

- 4.1 Elected positions of the committee shall be elected in accordance with OPSEU/SEFPO's Constitution. Such elections shall be:
- 4.1.1. Announced in advance;
 - 4.1.2. Conducted by secret ballot;
 - 4.1.3. Conducted by an Office of the Equity Unit; and
 - 4.1.4. Recorded in meeting minutes that are then forwarded to the Secretary of the Equity Unit.
- 4.2 A Chair, Vice-Chair, Secretary, and Treasurer shall be elected as Officers of the Committee from members of the committee.
- 4.3 The committee shall elect a member to be their representative in OPSEU/SEFPO committees as follows:
- 4.3.1. OPSEU/SEFPO's Social Justice Committee;
 - 4.3.2. OPSEU/SEFPO's Board Equity Committee; and
 - 4.3.3. Other committees that may be deemed necessary.
- 4.4 The Committee shall recommend to the President of OPSEU/SEFPO one (1) member to be their representative to the young worker's committee or caucus of the following affiliate unions and labour organizations:
- 4.4.1. National Union of Public and General Employees (NUPGE), Canadian Labour Congress (CLC), and Ontario Federation of Labour (OFL);
- 4.5 The Committee's recommendation of a member under Article 4.4 should be considerate of the membership requirements of the affiliated unions and/or committees.
- a. in the absence of the Chair, assume the responsibilities of the office of the Chair;
 - b. in addition, perform other duties as may be deemed necessary from time to time.
- 4.6 The responsibilities of the Chair will be as follows:
- 4.6.1. set up and coordinate meetings throughout the year;
 - 4.6.2. ensure participation, follow-up and communication of all members between meetings;
 - 4.6.3. act as, or designate with Committee approval a member from the Committee to act as, the official spokesperson for the Committee within the union, such as:
 - a. attending meetings of the Equity Chairs;
 - b. participating in the planning of the annual Joint Leadership Day;

- c. participating in the planning of the annual Equity Gathering; and
- d. all other committees that may be deemed necessary.

4.6.4. perform other duties as may be deemed necessary by the Committee.

4.7 The responsibilities of the Vice-Chair will be as follows:

- 4.7.1 in the absence of the Chair, assume the responsibilities of the office of the Chair; and
- 4.7.2 in addition, perform other duties as may be deemed necessary from time to time.

4.8 The Responsibilities of the Secretary will be as follows; will be as follows:

- 4.8.1. be responsible for recording the details fo the meeting electronically, including all financial decisions made and specific action items for follow up; and
- 4.8.2. send the minutes to the Committee for approval.
 - a. Once approved, the Secretary shall forward the minutes, via email, to the Equity Unit Secretary no later than fifteen (15) days after the meeting.

4.9 The responsibilities of the Treasurer will be as follows:

- 4.9.1. monitor the expenses of the Committee by tallying estimated expenses at every meeting;
- 4.9.2. reconcile their records with the quarterly reports provided by OPSEU/SEFPO;
- 4.9.3 assist in the preparation and submission of the annual budget submission process set forth herein; and
- 4.9.4. follow up on any discrepancies with the assistance of assigned staff, the Accounting Department and anyone else deemed necessary

ARTICLE 5 – FINANCE

- 5.1 The activities of the Committee shall be funded centrally by the Union, as approved in the budget by the Convention.
- 5.2 The Treasurer, with assistance from the Committee Shall annually submit detailed budget plans for the ensuing operating year for each distinct activity, event, or initiative planned by the Committee.
- 5.3 The Committee will work to prepare and submit annual budget that are in accordance with existing policies and procedures.
- 5.4 A quarterly budget report of actual expenses compared to the approved budget shall be provided to the Chair and the Treasurer of the Committee by OPSEU/SEFPO without unnecessary delay.

- 5.5 It is understood that expenses and payments will only be processed by OPSEU/SEFPO when they are:
- 5.5.1. supported by the majority of the Committee;
 - 5.5.2. recorded in minutes; and
 - 5.5.3. in accordance with the general policies of OPSEU/SEFPO.
- 5.6 All expenditures relating to the election of a Committee member to a committee or board position within an affiliate union shall be subject to prior discussion and coordination with the President's office of OPSEU/SEFPO.

ARTICLE 6 – MEETINGS

- 6.1 The setting of the agenda, and subsequent presiding as Chairperson, for all Committee meetings may be delegated on a rotational basis to members of the Committee by the Chair.
- 6.1.1. The development of the agenda for all Committee meetings will be consistent with the OPSEU/SEFPO Constitution.
 - 6.1.2. The agenda will be distributed by the designated member of the Committee seven (7) days prior to the meeting.
- 6.2 The committee shall meet a minimum of four (4) times a year, with two (2) of the meetings being conducted via video conference. These meetings are not inclusive of times where Committee meetings are built into the agendas of events in OPSEU/SEFPO policy.
- 6.3 Quorums for meetings of the committee shall be a simple majority of the Committee members, being four (4) of seven (7).
- 6.4 It is understood that the attendance of all others to Committee meetings is by invitation only.
- 6.5 Where a meeting of the Committee is deemed by the Chair to be impractical or unnecessary, the members may be polled by electronic means. Confirmation of any decisions made in this manner shall be done at the next meeting.
- 6.6 For the purposes of conducting business of the Committee, participation at the meeting shall not be limited to in-person but may include participation via video conference.

ARTICLE 7- APPROVAL AND AMENDMENT OF TERMS OF REFERENCE

- 7.1 Tangible assets purchased with funds for the Committee’s budget will only be used by members of the Committee to accomplish items set forth in Article 2.
- 7.1.1. Examples of Tangible assets include, but are not limited to, electronic devices and computers, branded apparel, physical documents, digital property, and specialized equipment.
- 7.2 In the event that a member is no longer part of the Committee, all tangible assets assigned to the member for the purpose of accomplishing items set forth in Article 2 will be returned to the Committee within thirty (30) days.

ARTICLE 8- APPROVAL AND AMENDMENT OF TERMS OF REFERENCE

- 8.1 The Terms of Reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the Committee.
- 8.2 Any subsequent amendments to the Terms of Reference shall be approved by a two-thirds (2/3) majority vote at a meeting of the Committee.

9. Rainbow Alliance arc-en-ciel Caucus

Effective Date:

Application: Committee Members, EBMs, OPSEU/SEFPO Staff,

Related: See Policy Manual

ARTICLE 1 – NAME

1.1 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

2.1 The function of the Alliance shall be:

- 2.5 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;
- 2.6 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;
- 2.7 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.
- 2.8 to represent OPSEU/SEFPO in Provincial, National, and International Labour, and Community spaces in all matters related to 2SLGBTQIA+ advocacy, activism, and collaboration to building worker power to advance social and economic justice for all 2SLGBTQIA+ workers, Provincially, Nationally, and Internationally.

ARTICLE 3 – MEMBERSHIP

3.1 Membership is open to any OPSEU/SEFPO member in good standing who self-identifies as a ‘*Rainbow member.*’

3.2 Anyone interested in being a member of the Alliance is invited to send an email to pride@opseu.org or contact the OPSEU/SEFPO Equity Unit

ARTICLE 4 – ALLIANCE EXECUTIVE

4.1 An executive shall be established within the Alliance of up to fourteen (14) members who empower, educate and advocate for the interests of Rainbow members within OPSEU/SEFPO, their workplaces and their communities.

- i. The Executive must be composed of at least one member from each of OPSEU/SEFPO's seven (7) regions.
- ii. No Region shall have more than two (2) members.
- iii. Members elected to other roles in OPSEU/SEFPO shall have the same opportunities to apply and participate in the committee with no prejudice.

4.2 Alliance Executive members are selected as follows:

- after three terms (six years) of work with the Alliance, The Executive will declare that position vacant and subject to the Selection Process.
 - i. Members who wish to continue must reapply through the Selection Process, while they will not be part of the selection process, they will continue to fulfill the duties until the selection process is completed.
 - ii. When there is a vacancy within the Rainbow Alliance Executive, a Call for Interest will be sent out to the Rainbow Alliance are-en-ciel committee, Executive Board Members, and the general union membership; call outs will help up to twice a year if necessary (ie. 6 months apart).
 - iii. members will be asked to submit interest to the Equity Unit to remove personal identification and forward to the existing members currently on the Alliance Executive;
 - iv. existing Alliance Executive members will be responsible for establishing the selection criteria prior to the distribution of the Call and the selection criteria will be used to evaluate the applicants;
 - v. consideration will be given based on: representation of all seven (7) regions, reflection of the Rainbow membership within the union, intersectionality within equity deserving groups, and a mixture of union and community involvement/activity.

- a. A vacancy on the Alliance Executive may be declared by the Alliance Executive if a member is absent for three (3) or more meetings or fails to actively participate without a valid reason

acceptable to the Executive. Before any decision to make such a declaration is made, the member will be contacted by the chair to confirm their ongoing intention to continue with the Alliance Executive and the committee as a whole.

b. One (1) OPSEU/SEFPO Executive Board member who was elected by the 2SLGBTQIA+ members shall offer support to the caucus committee. The Executive Board and may attend caucus committee meetings with voice but no vote.

- 4.5. One (1) OPSEU/SEFPO Executive Board member shall offer support to the caucus committee. The Executive Board liaison may attend caucus committee meetings with voice but no vote.
- 4.6 One (1) Officer from the Equity Unit shall offer support to the caucus committee. The Equity Unit may attend caucus committee meetings with voice but no vote.
- 4.7 It is understood that participation of all others is by invitation only. The invitation will be from the chair on recommendation from the committee.

ARTICLE 5 – ELECTED POSITIONS

- 5.1 Elections shall be in accordance with OPSEU/SEFPO’ s Constitution. Such elections shall be conducted by an Officer of the Equity Unit and recorded in meeting minutes that are forwarded to the Equity Unit.
- 5.2 Elections will take place every two (2) years at the September budgetary meeting.
- 5.3 Chair, Vice-Chair Treasurer, Secretary and Communications Coordinator shall be elected from members of the Alliance Executive.
- 5.4 The Chair shall:
 - a) set up and coordinate meetings throughout the year;
 - b) ensure participation, follow-up and communication of all members between meetings;
 - c) develop the agenda for all Committee members, the Order of Business will be consistent with the OPSEU/SEFPO’ s Constitution, and will be sent to the members in advance(at least a week ahead);
 - d) preside as Chairperson at all committee meetings;
 - e) perform other duties as may be deemed necessary by the committee.

- f) Provide support and relay current business to the committee in a consistent and timely manner.

5.5 Vice Chair shall:

- 1. in the absence of the Chair, assume the responsibilities of the office of the Chair;
- 2. in addition, will provide support, and perform other duties as may be deemed necessary from time to time.

5.6 At provincial OPSEU/SEFPO meetings outside of the Rainbow Alliance arc-en-ciel (RAA) where equal representation of committees and caucuses is required, the Chair will represent the RAA (with voice and vote); their expenses covered. Examples include:

- i. attending All Chairs Meeting
- ii. participating in planning Joint Leadership Day
- iii. participate in planning the “Gathering”

5.7 The Secretary shall:

- a) be responsible for recording the details of the meeting electronically, including all financial decisions made and specific action items for follow-up;
- b) send the minutes to the Alliance Executive for approval within fourteen (14) days of the meeting. Once approved, the Secretary shall forward the minutes, via email, to the Equity Unit Secretary and the assigned Officer no later than seven (7) days after the approval.

5.8 The Treasurer shall:

- a) monitor the expenses of the committee by tallying estimated expenses at every meeting;
- b) reconcile their records with the quarterly reports provided by OPSEU/SEFPO;
- c) follow up on any discrepancies with the assistance of assigned staff, the Accounting Unit and anyone else deemed necessary.
- d) assist the chair and committee members in developing the RAA Budgets

5.9 The Communications Coordinator shall:

- a) be responsible for monitoring and implementing the media strategy of the Alliance Executive.
- b) shall be the coordinator of all the social media accounts and passwords

- c) shall be the coordinator of all the 2SLGBTQIA+ communication affiliates (ie ILGA, CLC, OFL, etc)
- 5.10 All Committee Members shall:
- a) submit a copy of their Regional expenses, invoices and purchases to the treasurer for tracking
 - b) submit a written copy of reports to the secretary to be added to the minutes
 - c) strive for consensus on all matters
- In the event a mutual agreement/ consensus is unobtainable for any matter, the Alliance shall follow the process below.
 - i. an emergency meeting shall be called if between meetings
 - ii. the parties will present the matter
 - iii. discussion opportunity will be provided
 - iv. following a secret ballot vote of all committee members will occur
 - v. a simple majority will be needed to move on

ARTICLE 6 - SUB-COMMITTEES

- 6.1 Ad-Hoc sub-committees will be convened for specific reasons as needed.
- 6.2 Membership of the sub-committees may include any members of the committee who volunteer and take on responsibility to complete tasks related to the aims and purpose of the sub-committee. Recruitment of sub-committee members will be determined, as needed, by the Alliance Executive. If members no longer choose to participate or complete assigned tasks, they shall be considered to have resigned from the sub-committee.

ARTICLE 7 – FINANCE

- 7.1 The activities of the committee shall be funded centrally by the Union, as approved in the budget by the Annual Convention.
- 7.2 Budget reports of actual expenses compared to the approved budget may be requested from the assigned Officer of the Equity Unit by the Chair and Treasurer of the committee.
- 7.3 To support the committee budget submission, an annual report shall be provided to the Executive Board by the Chair of the committee.

ARTICLE 8 – MEETINGS

- 8.1 The Alliance Executive shall meet in a minimum of four (4) times a year in, with all meetings being available in a meaningful hybrid format. Decisions of the Alliance Executive shall be taken by a majority of those present and voting.
- 8.2 Quorum for Alliance Executive meetings shall be the majority of the established Alliance Executive members.
- 8.3 Notice of meetings will be sent to the Alliance Executive no less than five (5) weeks in advance.
- 8.4 Where a meeting of the Alliance Executive is deemed by the Chair to be impractical or unnecessary, the members of the Alliance Executive may be polled electronically. Confirmation of any decisions made in this manner, shall be done at the next committee meeting.
- 8.5 Emergency Meetings
 - a) an emergency meeting may be called with 48 hours notice when something arises that is time sensitive and a regular meeting does not suit the timeline
 - b) the agenda will be restricted to emergency items only
 - c) secret electronic voting (if necessary) will commence following the close of the meeting and be open for 24hrs.
 - d) the Equity Unit staff will arrange the secret ballot
 - e) the Equity Unit staff will share the results with the committee immediately following the closure of voting

ARTICLE 9 - APPROVAL AND AMENDMENT OF TERMS OF REFERENCE

- 9.1
 - a) The terms of reference shall be approved and amended by a two-thirds (2/3) majority vote at a meeting of the Alliance Executive.
 - b) Following amendments, the RAA Terms of Reference will be forwarded to the Executive Board to be accepted.
- 9.2 Amendments to the Terms of Reference shall be included as an agenda item consistent with the OPSEU/SEFPO practice.

2.4 GOVERNANCE PROCEDURES – Standing Committees: Description**11. Indigenous Circle**

Effective Date:	September 19-20, 2023 [B]
Application:	Committee Members, EBMs, OPSEU/SEFPO Staff,
Related:	See Policy Manual

OPSEU/SEFPO Indigenous Circle Description

Note: This is a description only and does not constitute terms of reference

Name and Status

We are the Indigenous Circle of the Ontario Public Service Employees Union (OPSEU/SEFPO Indigenous Circle). We are a recognized Committee in the OPSEU/SEFPO Constitution. (Official Committee status gained at Convention 2013)

Background Information

On November 25th 2008, after a long and complex discussion, we in the OPSEU/SEFPO Indigenous Circle came to consensus on a mission statement, a vision statement and a description of how the Circle operates.

Membership

We in the Circle may self-identify as First Nation status and non-status, Métis or Inuit peoples who are OPSEU/SEFPO members in good standing.

There is a maximum of two (2) members per region in the Circle. OPSEU/SEFPO members who self-identify as Indigenous are encouraged to apply for positions on the Indigenous Circle. New representatives will be selected via a Selection Process held every two years for a two-year term. At the first meeting of each term, the Circle will vote to select the delegate from each Region. If a vacancy occurs prior to the end of a term, applications will be requested from Indigenous members in the specific Region in which the vacancy occurred. The vacancy will be filled through a Selection Process. The Indigenous Circle can declare a seat vacant when either a member submits a written resignation or when a member misses two consecutive meetings without giving prior notice to the Chair. Prior to declaring a seat vacant, the Indigenous Circle will make a diligent effort to communicate with the member, including a phone call and email from the Chair, the Equity staff rep and the other member from that Region.

Current Selection Process: Human Rights Officer will poll current members of the Indigenous Circle about their desire to remain for another term. Once advised on who wished to remain on the Circle for an additional term, the Human Rights Officer will advise the Circle of the number of vacancies for the upcoming term.

Equity Unit will send a call out to all Regions where there is a vacancy and will post the Call Out on the OPSEU/SEFPO website.

A Selection Committee will be formed, made up of the Chair, Vice-Chair and at least one member from a Region where there is not a vacancy. The third member of the Selection Committee is chosen by seniority on the Circle.

The Selection Committee will meet to review the applications (with names and identifying information removed to make this a blind process, as much as possible). They will select the new members and the Human Rights Officer will inform the Indigenous Circle of chosen candidate(s). The Equity Unit will inform the chosen candidate(s) that they have been selected and the Chair of the Indigenous Circle will send a letter of welcome to the selected candidate.

The new member(s) of the Indigenous Circle will be ratified at the Indigenous Circle meeting prior to Convention and they will join the Circle at the next meeting to vote for Officers for the upcoming term.

Mission

We in the Circle may self-identify as Indigenous who are OPSEU/SEFPO members in good standing. We will assist in creating networks within the Regions. We will develop and promote programs to encourage First Nation status and non-status, Métis and Inuit members to participate in union activities. We will assist and support the grievance process, advocate, educate and lobby for Indigenous issues in the workplace, membership and in the community. We will concentrate in the region of Ontario or wherever the journey takes us!

Vision

OPSEU/SEFPO Indigenous Circle vision is the Sacred Seven Grandfathers Teaching: Respect, Love, Wisdom, Bravery, Truth, Honesty, and Humility.

Meetings

We will hold two-day meetings, four times a year, in honour of each season, and to follow traditional communication and decision-making practices as we work on our mission and vision.

To direct our work within OPSEU/SEFPO, we participate in discussion and develop work plans and consensus over extended periods of communication, building trust and confidence among members. This process requires that the Circle meet over a two-day period, giving members a chance to speak, to listen and to think before decisions are made through consensus. We follow this process as it is part of our traditions. When consensus cannot be reached after an agreed upon time for discussion of an item, the Circle may choose to vote on a motion. In the case of a vote, the motion will be approved by a majority vote of the members present.

Time to socialize, eat together and sleep on things attends to mental, emotional, physical and spiritual

aspects of decision-making. This allows for respect, honour, dignity and pride in the decisions we make. This process cannot be put aside unless emergency decisions are needed.

The gifts of the Seven Grandfathers govern our way of being, our way of knowing and our way of making decisions within the Circle. They are about harmony and respect. The gifts are to be used together, not in isolation from each other. To leave out any one of them is to embrace the opposite of what that teaching is about.

These gifts are:

Wisdom: To demonstrate good judgment, to be understanding, to be perceptive, to have insight, to know when to listen and to know when to speak.

Love: To give freely of yourself without conditions.

Respect: To have regard for yourself, others and your surroundings, to be kind and understanding, and to celebrate our differences.

Bravery: The courage to stand for what is right even in the most difficult of times.

Honesty: To be open and to be sincere with yourself and others in mind and spirit.

Humility: To be humble, to know when to listen and when to share.

Truth: To learn to walk, speak and live in life by being true to one's self and to all other beings.

Circle members are encouraged to participate in regional activities.

Leadership

Everyone within the Circle has equal standing. No one is greater or lesser than anyone else in the Circle. Though none has more power than others, we aim to obtain consensus on decisions and remain transparent and accountable to each other. Some representatives have varying amounts of responsibility in the respective roles as Chair, Vice Chair, Secretary and Treasurer.

In order to represent the Circle within OPSEU/SEFPO and the broader community, the Circle will select a Chair, a Vice-Chair, Secretary, and a Treasurer from among the Circle members, once every two years.

The Chair prepares the agenda (in collaboration with Circle members) and sets up meetings throughout the year. The Chair also represents the Circle within OPSEU/SEFPO such as at All Chairs Meetings and Joint Leadership Day and in the larger community. The Chair and the Treasurer work with the Equity Unit to prepare and monitor the Circle's budget.

The Vice-Chair helps the Chair and takes on the responsibilities of Chair in the absence of the Chair. The Vice Chair serves as chair of regular Circle meetings.

The Secretary takes notes at meetings on actions that the Circle has agreed upon (Financial decisions especially need to be written down so OPSEU/SEFPO can follow the wishes of the Circle). These notes are sent out to the Chair to review and then sent out to the whole Circle for approval/revision. Once approved by the Circle, the Chair sends the notes to the Equity Staff assigned to work with the OPSEU/SEFPO Indigenous Circle. Every effort is made to send the notes within fifteen (15) days.



PROCEDURES MANUAL

The Treasurer adds estimated expenses at every meeting and compares the information with the quarterly financial reports provided by OPSEU/SEFPO. S/he follows up with OPSEU/SEFPO about any discrepancies and keeps the Circle informed about finances at each meeting.

Approval and amendment of this document

This description of the Indigenous Circle can be approved and amended using the process described in the section on meetings

2.5 Meetings – General

1. Accessibility for Disabled Members

Effective Dates: 1. April 4-6, 2000 [C23];
2. September 10-11, 1997 [B17]

Application: OPSEU/SEFPO-wide

Related: budget, accessibility, Locals, education, Convention

1. Fund

Any disability-related costs, for example sign language interpretation, production of materials in alternative formats, etc., should be paid for from a central fund and not from the individual department's budget. An Accommodation Fund as a line item will be included in the annual OPSEU/SEFPO budget, beginning at \$25,000 to cover these costs; and this will be reviewed on an annual basis and adjusted accordingly.

2. Location and Signing Service

OPSEU/SEFPO is committed to holding Local meetings, educationals and conferences, including conventions, in locations (including Headquarters and Regional Offices) that are physically accessible as determined by an on-site inspection; and

OPSEU/SEFPO will establish a central pool within the Regions of members and/or staff who are able to "sign" (interpret) and who can be called upon to attend meetings, rallies, demonstrations, etc.

2. Attendance

Effective Dates: 1. August 21-22, 1980 [B13];
 2. January 29-30, 1987 [B7-8];
 3. September 25, 1981 [B9]; November 4-5, 1987 [B14]

Application: OPSEU-SEFPO-wide; staff

Related: meetings

1. Registration

Attendance at meetings is verified by reference to the register taken at meetings; therefore, it is important to register.

2. Register

All staff involved with organizing OPSEU/SEFPO meetings will be made aware of the policies re: attendance and attendance forms and the Accounting Department is authorized to hold processing member expense statements until a duly completed meeting register is submitted by the staff advisor, or the meeting Chairperson.

3. Form

A standard meeting attendance form will be produced, and the Chairpersons of all committees, or OPSEU/SEFPO staff members, will be informed of their responsibility to complete and submit attendance registers.

3. Attestation of Delegate Status

Effective Dates: March 5-6, 2003 [B15]

Application: OPSEU-SEFPO-wide

Related: Convention

With respect to the Attestation of credentials, two signatures are required on all Delegate credentials.

4. Electronic Voting

Effective Dates: August 4, 2020 [B16]

Application: Locals, OPSEU/SEFPO staff, President

Related: meetings, technology

When a Local wants to hold Local elections/ratification votes they will inform their Staff Representative in advance and seek guidance in preparing the following report that will be sent to the President of OPSEU/SEFPO for prior approval via the Regional Supervisor:

- Date and time of the vote and timelines for the vote to ensure by-laws are met
- Purpose of the vote
- How the members will be notified of the meeting – i.e., email/social media/posting in the workplace
- How are the members that cannot participate online going to be accommodated IE: ballot box; phone-in, etc.
- Member, Staff Representative or EBM responsible for administrating the vote
- Program being used for the vote and clear outline of set up to ensure confidentiality
- Outline of method or procedure for any required run-off elections
- Outline of method or procedure for any nominations

Once the President's Office has approved the outline of the electronic voting the Local can work with the Staff Rep to implement.

Any discrepancies will be brought to the attention of the Administrator of Local Services Division.

President of OPSEU/SEFPO will have final authority.

5. Meeting Schedules

Effective Dates: 1. April 14-16, 2016 [C12], October 24-25, 2001 [B3];
 2. January 27-29, 1998 [B3];
 3. March 6-7, 1986 [B11]

Application: OPSEU/SEFPO-wide; Committee Chairs; Sectors

Related: equity

1. Equity-Seeking Groups and OPSEU/SEFPO's Leadership Meeting Schedules

The chairs of the equity-seeking groups, PHRC, PWC and PYWC will meet once a year; and OPSEU/SEFPO's leadership, EBM's, MERC, Sector, Divisional chairs, PHRC, PWC and PYWC chairs, and representatives of the equity groups Rainbow Alliance, Indigenous Circle, Disability Caucus and Francophone Caucus will meet at least once a year no later than the end of September of each year.

2. Sector Meeting Schedule

There will be biennial sector one day meetings. Starting in 1999, the OPS Sector, CAAT(A), CAAT(S) and the BPS sector meetings will be held in alternating years.

3. Statutory Holidays

OPSEU/SEFPO union meetings will not be held on statutory holidays. If a subsidiary body, i.e., CLC, NUPGE or OFL calls a meeting on a statutory holiday, members will attend with the understanding that they will be compensated at the straight time rate only, provided they were scheduled to work that holiday.

6. Meeting Administration

Effective Dates: 1. April 23-25, 1992 [C48];
 2. November 16-18, 2011 [B9];
 3. August 19, 1974 [B8], February 3-5, 1989 [C]

Application: OPSEU/SEFPO-wide; Elected Officers

Related: meetings

1. Meeting Place Telephone Number

All meeting notices and Delegate sheets will contain the phone number of the meeting place.

2. Web Conference

Committees not meeting with the employer will hold two (2) of their annual meetings via web conference where possible.

3. Meeting Chair

All membership meetings shall be chaired by an Elected OPSEU/SEFPO Official who shall be responsible for the function, and any assigned staff will take instruction from the Chair; and the Chair may be entrusted to staff for specific meeting segments such as elections.

7. Divisional Meeting Schedules and Notice

Effective Dates: June 12-14, 2001 [B15];
December 18-19, 1980 [B12]

Application: OPSEU/SEFPO-wide; Divisions

Related: meetings

1. Meeting Schedule

All future OPS Divisional meetings will be held in the fall of the appropriate year.

2. Notice of Meeting

Two months' time will be required between notice of a Division meeting and convening this meeting.

8. Divisional Delegates

- Effective Dates:
1. March 5-6, 2003 [B15];
 2. May 14-15, 2003 [B10];
 3. October 19-21, 1993 [B40];
 4. November 19-20, 1983 [B20]

Application: OPSEU/SEFPO-wide; EBMs; Delegates

Related: meetings, delegates

1. Attestation of Delegate Status

With respect to the Attestation of credentials, two signatures are required on all Delegate credentials.

2. Delegates (EBMs)

Executive Board Members are assigned to attend as Delegates, with voice and vote, the Divisional Meeting or Sector Meeting of the bargaining unit to which they belong. The entitlement for Executive Board Members is over and above the Local Delegate entitlement to the meeting.

3. Delegates (LERC)

In the OPS the Chair of the Local Employee Relations Committee shall be the automatic first Delegate to the Division meeting from that Local except where the LERC Chair position is vacant, in which case the Local President shall be the automatic first Delegate.

4. Delegates (Ministry Negotiating Teams)

The members of the ministry negotiating teams shall be automatic Delegates to their own Divisional meeting.

9. Divisional Resolutions

Effective Dates: July 25-27, 1975 [B29]

Application: OPSEU/SEFPO-wide; Divisions

Related: meetings

It is the responsibility of the Division Chairperson to ensure that resolutions arising from Divisional meetings are dealt with appropriately.

2.6 Meetings: Executive Board

1. Executive Board Meeting Agenda Books

Effective Dates: [Embedded below]

Application: EBMs; Area Councils; Locals; President; Head Office

Related: executive board, agenda, information-sharing
Constitution

Minutes

Board agenda books will be forwarded to Executive Board Members seven days prior to the Board meeting.

(June 7-8, 1995 [B20])

Individual Reports

Individual reports prepared by Officers to the Executive Board will be presented after the President's Report.

(June 25-26, 1997 [B4-5])

Local Presidents/Area Council Chairs

The Executive Board agenda books shall be distributed to all Local Presidents and Area Council Chairs with clear direction on how members can register to observe electronic Executive Board meeting seven days prior to each meeting. Any items that are confidential will not be distributed to Local Presidents and Area Council Chairs.

(December 7, 2020 [B37]; November 5-6, 1986 [B6])

Chairpersons of Area Councils will receive, upon written request, the minutes of Executive Committee and Executive Board meetings

(April 12 13, 1983 [B8]; amended August 25, 1983 [B14])

All Provincial Equity Committee/Caucus representatives and their alternates (where applicable), receive Executive Board agenda books with clear direction on how members can register to observe electronic Executive Board meetings seven days prior to each meeting.

(June 17-18, 2024 [B16])

Observers

At least five copies, or more if required, of all relevant material to be discussed and debated by the Board will be available at Board meetings to observers.

(May 26 27, 1980 [B32])

Retention of Copy

A corporate copy of each Executive Committee and each Executive Board meeting agenda book will be kept at Head Office in a manner such that they may be reviewed by the Executive Committee and Executive Board Members upon request. Said agenda books will be maintained at Head Office for a period of ten years.

(January 24-25, 1985 [B24])

2. Executive Board Meeting Agenda Items

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Committees; EBMs; Elected Officers

Related: reports

Committee Reports

Each Executive Committee be listed on each Board meeting agenda as a standing item and at each Board meeting, each Executive Board Committee will provide a written report on its activities since the last meeting, to be included in the minutes.

(April 18, 2012 [B14])

A Report be made to the Executive Board from the Board Member elected as the liaison to each Provincial Equity Committee (Provincial Human Rights Committee, Provincial Young Workers Committee, Provincial Women's Committee) and such reports to be made a standing agenda item for Executive Board meetings. Such reports should include: the activities and work of the committee, the issues facing the committee, and any potential problems facing the committee, etc.

(May 14-15, 2008 [B17])

President's and First Vice-President/Treasurer's Reports to the Board

The agenda of items included in the First Vice-President's and the President's reports to the Executive Board shall include as a final item on their reports an item entitled: "Other Business".

(January 21-22, 1985 [B21])

The First Vice-President/Treasurer will include in their monthly reports to the Executive Board, the sale and/or purchase of any fleet vehicles. The OPSEU/SEFPO Executive Board review annually the complement of fleet vehicles owned by OPSEU/SEFPO and make recommendations to the First Vice-President/Treasurer.

(August 23-24, 2023 [B11])

Executive Board Meeting Agenda: Additional Items

Any additional items added to the agenda shall include a short description of the matter followed by the immediate submission of any applicable motion.

(April 18-19, 2023 [B11])



Executive Committee Report

An Executive Committee report be added as a recurring agenda item to all Executive board meetings going forward starting in July 2024.

(June 17-18, 2024 [B17])

All additions to the OPSEU/SEFPO Executive Board Meeting Agenda have rationale for why they missed the submission deadline and be voted on individually to be added to the agenda.

(September 19-20 [B29])

3. Executive Board Meeting Conference Call Policies and Practices

Effective Dates:	March 5-7, 1997 [B2]
Application:	OPSEU/SEFPO-wide; Committees; EBMs; Elected Officers
Related:	technology Constitution, Article 16

The OPSEU/SEFPO Constitution Article 16.5 is used to justify Board decisions by conference calls.

Due to the difficulty of informed and active debate on a conference call with over 20 participants, Executive Board conference calls should be to provide and obtain information only.

So that the call is beneficial and every caller has an opportunity to participate, the Chair should assume the same role that they have during a Board meeting. Every speaker must identify them self, have their name noted, and cannot speak again until every caller has had an opportunity to speak. If a speaker does not respect others' chance to speak, the Chair will ask them to disconnect.

The Chair must remain neutral, and should only provide factual information to the meeting.

Where an emergency decision is absolutely necessary, the following principles shall apply:

- Notice of the call will be communicated to every EBM at least 24 hours in advance. The notice can be by fax and/or by voice mail if personal contact is not possible.
- Motion(s) and background information shall be included with the notice. Every EBM shall provide the Board Secretary with a standing fax number for this purpose.

EBMs shall have 24 hours to register their vote with the Board Secretary. The Chair will designate a resource person who can answer questions on the issue.

4. Executive Board Meeting E-Polls

Effective Dates: May 4, 2020 [B21], June 17-18, 2009 [B6]

Application: OPSEU/SEFPO-wide; Committees; EBMs; Elected Officers

Related: technology
Constitution, Article 16

The use of E-Polls will be conducted in the following manner:

- Prior to the President calling for any E-Poll vote the President shall schedule a conference call to discuss and debate the issue that gave rise to the need for the E-Poll.
- Notice of both the E-Poll and the conference call will be communicated to every EBM at least 24 hours in advance of the conference call. The notice may be by fax, email and/or by voice mail if personal contact is not possible.
- The notice of the E-Poll and the conference call will contain the date and time of the conference call, the motion(s) that will be voted on by E-Poll and sufficient background information.
- The conference call will be conducted as per the Policy Manual.
- The President shall not proceed to an E-Poll vote if the conference call does not have a quorum of the Executive Board Members as per Article 16.6 of the Constitution.
- Executive Board Members must 'register' their votes through the use of electronic mail within 24 hours of the conclusion of the conference call.
- Executive Board Members will register their vote with the Corporate Secretary and copy the full Executive Board. If an Executive Board Member is unable to vote electronically due to technical difficulties their vote may be registered directly with the Corporate Secretary and followed up by written confirmation as soon as may be practical.
- When an Executive Board Member registers their vote via email, they will receive an email back from the Corporate Secretary, or another staff member assigned, indicating receipt of their vote as quickly as possible from when the vote is received.
- Once votes have been received, the Corporate Secretary will announce via electronic mail, the vote results in roll call format to the Executive Board.

As per Article 16.5 of the Constitution: "Any decision so taken shall be placed on the agenda of the next Executive Board meeting and confirmation of the decision shall be necessary by roll call vote on an appropriate and precise resolution."

5. Executive Board Meeting Administration

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Committees; Executive Board Members; Elected Officers; Regions, Area Councils; Staff

Related: meetings, technology

Frequency

The Board meeting start time on the 2nd day will be 9:00 a.m.

All days of regular Executive Board meetings will be scheduled to start at 9:30 a.m.

(March 5-7, 1997 [B2], October 17-18, 2007 [B8]; August 23-24, 2023 [B19])

Board meetings will be reduced to eight (8) per year.

(March 5-7, 1997 [B2], November 1-3, 1985 [C])

The Board meeting will start at 9:30 a.m. and Lunch will be an hour.

(June 25-26, 1997 [B15]; August 23-24, 2023 [B19])

Virtual Attendance

Executive Board agenda books shall be distributed to all Local Presidents and Area Council Chairs with clear direction on how members can register to observe electronic Executive Board meetings seven days prior to each meeting.

Members looking to observe a virtual Executive Board meeting are to send their request via email to: attendboard@OPSEU.org by 4:00 p.m. on the Friday before the week of the regularly scheduled Board meeting with the following information:

- Name
- Local number and ranking
- Workplace
- Non-work email address

A link to the web conference will be distributed on the Monday of the week of the meeting, provided there are no statutory holidays.

Members who register to observe who are not Local Presidents or Area Council Chairs will receive a copy of the agenda on the same day that the meeting link is provided.

The video log-in information is not to be shared or distributed and is only for the use of the participant. Any items that are confidential will not be distributed.

For security purposes, members must change their screen name to reference their full name and Local number before joining the call. Recording or any other type of copying methods of the meeting is prohibited.

Any member requesting to observe the Executive Board meeting would not normally be entitled to time off or other related expenses. The member may make arrangements through other approved mechanisms to have appropriate time and expenses covered. The Executive Board meeting minutes will include a list of all attendees.

(May 26-27, 2021 [B11])

Member Notice of Attendance to Executive Board Meetings

On our OPSEU/SEFPO Member portal all dates of Executive Board meetings will be posted and updated as needed. There will be notification on the OPSEU/SEFPO website indicating how to attend an Executive Board meeting and that it can be found on the member portal. The notification will include that members needing additional assistance should email attendboard@opseu.org. All timelines and dates to attend Executive Board meetings will be added to the portal. Instructions on how members can attend, who to contact and what is and is not covered by OPSEU/SEFPO to attend the Executive Board meetings will be included in the portal. This will be done prior to the next Board meeting in February 2023, before the cut-off date for Members to attend.

(January 17-18, 2023 [B20])

Observers at Budget-Only OPSEU/SEFPO Executive Board Meetings

The same process that is available to members in good standing for attending all other OPSEU/SEFPO Executive Board meetings will be made available to them for attending budget-only OPSEU/SEFPO Executive Board meetings, with the exception of receiving any draft budgetary documents.

(August 23-24, 2023 [B29])

Observers

Board Members will be given the opportunity at the beginning of each session of the Board to introduce any observers. A separate line in the minutes be created where we list the names/Locals and name of caucus/committee of the observers.

(January 20, 2021 [B12], May 1968 [B])

Out-of-Toronto – Qualification

There will be no Board meetings held outside of Toronto as long as the deficit exists in the General Fund.



(November 1-3, 1985 [C])

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Out-of-Toronto (qualified by policy)

The Executive Board will meet outside of Toronto twice each year. The Executive Board, based on available information such as invitations from Locals, will determine the sequence of Regions and the Board Members from that Region will determine the actual site of the Board meeting.

The evening prior to such meetings there will be a forum at which Local Executive Committee (LEC) members can make presentations or statements.

No travel or accommodation costs will be paid to bring members to observe Board meetings or to attend pre-meeting forums. All out of town Board meetings will be reviewed by the Internal Board of Economy. (January 24-25, 1985 [B16])

Recorded Votes

All motions other than those that are in regards to elections or awards, will have votes recorded at both the Executive Committee Meetings and Executive Board meetings.

(May 18-19, 2011 [B30])

Roll Call

The Secretary will call the roll at the beginning of the morning session and the beginning of the afternoon session of each day the Board is in session. (November 15, 1973 [B7])

The Secretary will document the arrival time of any Executive Board Member who enters the meeting after the initial roll call for the session has been taken.

(April 18-19, 2023 [B25]) Scheduled Days Off

When Executive Board Members have Executive Board and/or Executive Committee Meetings on a scheduled or regular day off they will be compensated a Presidential Assignment (P.A.) day in lieu.

(May 23, 1997 [B14])

Staff Attendance

The Executive Board welcomes the advice and views of the appointed staff. This advice and these views, however, must be communicated through the Office of the President, or during the informal meetings regularly held between staff and Regional Executive Board Members.

To ensure that staff do not come under pressure to become involved in the political process, the Executive Board states that it is improper for staff to attend Executive Board meetings unless specifically requested to do so by the President.

(April 14-15, 1980 [B5])

6. Executive Board Meeting Minutes

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Committees; EBMs; Elected Officers

Related: information-sharing

Approval

At each scheduled Board meeting the previous minutes of the last Executive Board meeting will be approved.

The aforementioned minutes are to be posted to the OPSEU/SEFPO website no later than ten (10) working days prior to the next scheduled Executive Board meeting.

(September 21-22, 2016 [B13], September 15-16, 1999 [B14])

All previous minutes on file and future minutes from OPSEU/SEFPO Executive Board and Executive Committee meetings be stored and accessed via the OPSEU/SEFPO Member Portal and be removed from the OPSEU/SEFPO website.

(February 16-17, 2022 [B7])

Microfilm

A control system has been set up for the Board minutes. Two sets of microfilm have been prepared, one set to be held at Head Office and the other held in the vault of the Preston Microfilming Co., Queen Street East, Toronto, Ontario.

(September 10-11, 1986 [B4])

Synopsis

A synopsis of each Officers and Executive Board meeting will be distributed within one week of the meeting to Executive Board and staff.

(March 10-11, 2004 [B30])

A synopsis of the OPSEU/SEFPO Executive Committee Meeting be prepared and send to all OPSEU/SEFPO EBMs within one week.

(November 9-10, 2004 [C14])

7. Executive Board Meeting – Presentations to the Board (expense-related)

Effective Dates: [Embedded below]

Application: Members

Related: expenses

Members making presentations to the Board will go through the following process prior to a formal presentation:

Notice must be served to the Regional Vice-President who is responsible for the Region to which the member(s) belongs to and a meeting held to hear the presentation; this meeting will be chaired by the RVP or their designate.

- In the event that the presentation is a complaint against the RVP, the RVP should designate another EBM as Chair.
- If there is no resolution, the presentation will be forwarded, by the member, to the next meeting of the Executive Committee with at least ten days notice.
- If there is no resolution, the presentation will be forwarded, by the member, to the next meeting of the Executive Board with at least ten days notice. The member will be invited to attend.

Committees wishing to make a presentation to the Executive Board, will forward their written presentation, to the President's Office, at least ten days prior to the next scheduled meeting of the Executive Board.

Presentations to the Executive Board are to be put on the agenda of the Executive Board meeting.

There are to be no more than two presentations per meeting, and each presentation, including questions from the EBMs, is to take no longer than 30 minutes. Presentations will be scheduled in order of their arrival to the President's Office.

Typewritten Presentations

Presentations to the Executive Committee and Board are to be submitted by the member in typed form.

(June 15-17, 1993 [B67])

Expenses of Members Making Presentations

The Central Union will pay the expenses of members making presentations to the Executive Committee and Executive Board only when those members are challenging a decision of their Local and hence cannot



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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.

(December 10-11, 1981 [B7], September 20-21, 2006 [B7])

8. Executive Board Meeting Report of the President

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Committees; EBMs; Elected Officers

Related: reports

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

(March 12, 1973 [B])

Presidential Committees (shall be) set up solely by the President to act as Advisory Committees and consisting of such staff and/or OPSEU/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])

9. Executive Board Meeting Rules of Order and Procedure

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Committees; EBMs; Elected Officers

Related: meetings, training, orientation

A. Attendance and Voting

1. The dates of regular meetings of the Executive Board for the ensuing year shall be decided by majority vote of the Board Members not later than the start of the year.
2. It shall be the duty of each member to attend all duly called meetings of the Board unless their absence is justified, by prior notice, for reasons acceptable to the President.
3. If any member desires to leave a meeting of the Board prior to adjournment and not return thereto, they shall so advise the Chairperson, who shall advise the Board, and their time of departure shall be recorded in the minutes.
4. The required members for quorum and majority shall be two-thirds of members of the Board in office.
5. The President shall act as Chairperson of all meetings of the Executive Board and in their absence the order of precedence of Vice-Presidents shall apply.
6. In the absence of the President and all Vice-Presidents, the Corporate Secretary shall call the meeting to order and a pro tem Chairperson shall immediately be elected from the Board Members present.
7. If at any time, the Chairperson should desire to take part in the debate on any question before the Board, they shall vacate their seat as Chairperson and call the next ranking Vice-President to act in their stead until they resume the Chair following disposition of the question.
8. The agenda for meetings shall be general in scope to provide for all areas of the OPSEU/SEFPO operation and to allow for any matter, properly before the Board, to have due consideration, and said agenda shall be adopted at the commencement of each meeting.

9. Every member present when a question is put, shall vote thereon unless they have given prior notice of a potential conflict of interest and it has been duly recorded. Any member who abstains from voting shall not have their vote recorded.
10. When you declare a conflict of interest you must leave the room.
(October 26-27, 2000 [B3])
11. A recorded roll call vote shall be taken upon the request of five members prior to the commencement of the vote.
12. A secret ballot vote shall be taken upon the request of the majority of the members present, prior to the commencement of the vote. A request for a secret ballot vote shall take priority over a request for a roll call vote. A request for a secret ballot vote shall be decided by a show of hands, and is not debatable.
13. In the event of a tie vote, the Chairperson shall then cast the deciding ballot.
14. Any report or part thereof of the Executive Committee, or any other Board committee, shall be in the form of a recommendation and adoption shall be moved by the person presenting the report.
15. Committee recommendations, properly before the Board by motion to adopt, may be amended by the Board.

B. Debate and Conduct

1. All proceedings of the Executive Board, or its committees not specifically provided for herein shall be dealt with in accordance with Parliamentary Procedure, reference to be Robert's Rules of Order, newly revised.
2. At each meeting prior to the adoption of the agenda, the Chairperson shall appoint a member of the Board to be the person responsible for taking the list of names of those who wish to speak and keeping time.
3. When the Chair has been challenged and a seconder obtained, the challenger shall state their rationale after the Chairperson states the reasons for their ruling. Immediately without further debate, the question shall be put, simple majority to prevail. No further appeal allowed on that ruling.
4. No member shall speak in debate until being recognized by the Chair.
5. No cross debate will be allowed.

6. No member shall speak disrespectfully, or abusively in debate. Personal comments by individual Board Members will not be recorded in Board minutes.
(June 4-5, 1982 [B46])

7. All members of the Executive Board shall have the right to vote and to speak freely with no restrictions at the Executive Board.
(February 23-24, 1979 [B17])

A member shall speak only on the question in debate and shall not speak twice until all who wish to speak have spoken once.

8. No member shall criticize any vote of the Board (except when moving reconsideration) unless they have stated their intention of submitting a minority report on that specific matter immediately after the vote. Minority reports shall be submitted before the next Executive Board meeting to allow for timely distribution with approved minutes.

(April 20-22, 2023 [C])

9a No member shall disobey the rules of the Board, the decision of the Chairperson and/or the Board except as allowed by those self-same rules.

9b Members of the Board not complying with item 9a, may upon order from the Chair and shall upon a majority vote of the assembled Board, be directed to leave their seat for the balance of that day's session, or for a shorter period as may be directed by the Board.

9c An apology given by the offender and accepted by the Board shall rescind this penalty.

10. By rising on a point of privilege, a member may speak more than once in debate to explain a material part of their speech which may have been misunderstood.

11. No member may speak on a motion or question for a period in excess of three minutes.

12a Every amendment to a motion shall be decided upon or withdrawn before voting on the main question.

12b Only one amendment shall be allowed to an amendment.

- 12.c All amendments to motions, where allowed, must be strictly relevant to the motion under discussion and shall not change the intent of the original motion.
- 12.d When a question is under debate, no motion shall be allowed except for the following which are listed in order of precedence:
1. To put the previous question (also known as closure).
 2. Note: Stops all action until voted on. (not debatable or amendable – two-thirds majority) requires a seconder.
 3. To adjourn (to a definite date and time) (not debatable or amendable requires a two-thirds majority if an adjournment time has been previously specified).
 4. To postpone (an item) to a definite date. (debatable and amendable simple majority).
 5. To postpone indefinitely (not debatable or amendable two-thirds majority). This motion is sometimes referred to as "tabling".
 6. To refer (debatable amendable simple majority).
 7. To amend (debatable amendable simple majority) Note: subject to some obvious limitations.
13. No motion to adjourn, postpone, or otherwise delay proceedings may be repeated until there has been an intervening proceeding, or until 15 minutes has passed, whichever occurs first.
14. No member who has spoken on a question may, before all other members who wish to speak have spoken once, move referral, closure, or any other motion that would have the effect of denying or limiting the rights of others to speak on the question.
15. A motion to move to the next order of business shall require a two-thirds majority vote.

C. Committee of the Whole

1. When duly moved and carried that the Board go into "Committee of the Whole", the Board shall elect a member of the Board to act as Chairperson and to subsequently report the proceedings upon reconvening.
2. The rules of debate and conduct shall prevail in "Committee of the Whole" save and except:
 - a. Recommendations do not require a seconder.
 - b. The number of times allowed a member to speak on any question shall not be limited.
 - c. Motion to adjourn is not allowed.
 - d. Motion for closure is not allowed.
 - e. Names of members shall not be recorded when voting.
 - f. A motion that "no action be taken" shall always be in order and shall take precedence over any other motion and is not debatable.

- g. On an affirmative vote that "no action be taken" the original question shall be considered as having been decided in the negative.
- h. A motion to "rise and report" shall be decided without a debate.
- i. If a disorder shall arise which the committee Chairperson cannot control, the Board Chairperson shall immediately resume the Chair without any question being put and the Board will be deemed to be back in session.

D. Reconsideration

1. Reconsideration of decisions taken during the lifetime of the present Board shall require a two-thirds majority and therefore, require a reconsideration motion to be approved before reconsideration.
2. After any question has been decided only a member who voted thereon in the majority may at the same meeting, or a subsequent meeting move for reconsideration.
3. The mover of a motion to reconsider shall, prior to asking for a seconder, make a brief and concise statement of the reasons which they believe justify such reconsideration without in any way debating the content of the matter.
4. A motion to reconsider is debatable only if the original motion to which it refers was debatable.
5. Resolutions passed shall not be reintroduced by a Board Member not present at the time the resolution was decided.
6. There is no limit to the number of times a motion can be reconsidered.

E. Adjournment

1. Meetings of the Executive Board shall automatically recess at 17:00 hours and, on the final day, the hour of automatic adjournment shall be 17:00 hours.
2. The Executive Board, by a recorded two-thirds majority, shall have the authority to alter meeting times in E.1 and/or the number of meeting days.

Recess vs Adjourn:

A multi-day meeting is recessed at the end of each day's session and is adjourned at the end of the last day's session.

(October 1975, July 1978, September 1979, August 1980, April 1981, June 1994 [B], February 27-28, 2024 [B58])

F. Suspension and Alteration to Rules of Order

1. Any rule of order and procedure, except Article E, can be temporarily suspended by a recorded roll call, two-thirds majority vote of the Board Members present. The suspension will remain in effect for that day only, unless lifted by motion.
2. Motions for amending, rescinding, additions to, or deletions from these Rules of Order and Procedure shall require a vote of two-thirds of the Board Members in office and entitled to vote.

It is the right and duty of every member to rise and bring to the attention of the Chair any departure from these Rules of Order and Procedure.

G. Order of Business

1. The order of business at a regular meeting shall be:
 1. Call to order
 2. Adoption of agenda
 3. Minutes of previous meeting
 4. Business arising
 5. Treasurer's report
 6. President's report
 7. Committee
 8. Elections
 9. Unfinished business
 10. New business
 11. Adjournment

Note: All reports will deal with actions taken, or proposed, plus any referrals to the Sponsor. No new business will be entertained until all unfinished business is dealt with. Motions which propose new initiatives must be entered under the new business section. The order of new business will correspond to the order received by the Board Secretary.

H. Question Period

1. When no motion is on the floor, and the Chair announces a question and answer period is in order, the following procedure shall apply:

1. Only one question per speaker will be allowed, although the question may be restated once if the questioner feels the answer was unclear.
2. Speakers who wish another question shall ask to be placed on the list again.
3. A motion to move on to the next order of business is in order at any time, and requires a two-thirds majority.

Point of Order

Whenever a member believes that the Chair has made a mistake or a wrong decision, or observes a violation of the Rules of Order and Procedure, the member may rise on a point of order.

The member speaking when a point of order is raised, must relinquish the floor until the point of order has been decided.

A point of order cannot be raised while another point of order is being decided.
All points of order shall be decided by the Chairperson.

Point of Privilege

The wilful disregard of any person, or the lawful authority of the organization, or personal discomfort, desire to be excused, etc.

Point of Information

Seeking information; to be used only when requesting information of the previous speaker and the point of information may not interrupt the speaker who has the floor.

To seek clarification on a particular section of a member's speech, or presentation not fully understood by one's self.

All requests for information are addressed to the Chair even though aimed at another member.

All answers to questions are addressed to the Chair. Direct controversies between members are an affront to the dignity of the assembly. A member rising too often should not be given recognition by the Chair.

Duties of the Chairperson

The Chairperson shall preserve order and decorum and decide points of order without debate, subject only to an appeal (challenge of the Chair) to the meeting (the assembled Board).

The Chairperson shall call to order and maintain order and decorum, read or cause to be read motions to be formally debated, decide questions of order and procedure, submit proposals and motions for final decision of the assembly by show of hands, poll, or ballot and finally adjourn the meeting when business is concluded.

Three Consecutive Speakers

If three consecutive speakers speak on the same side of the issue being debated, the Chairperson will stop the debate and determine if there is anyone on the speakers' list wishing to speak to the opposing view, or to make an amendment. If someone does, then debate shall continue. If not, the Chairperson will call the question.

(June 7-8, 1995 [B19])

Corporations Act, Rules of Order, Training

The next printing of the Rules of Order for the Executive Board meetings will include a reference to the Corporations Act and its regulations that govern the authority and jurisdiction of the Board. Each new Board Member after being sworn in will be issued a copy of the Corporations Act (regulations) as part of the Executive Board Kit. There will be a formal training session of three to four hours for new Board Members.

(April 10-11, 1991 [B65])

2.7 Meetings: Regional: General Policies (Election Year)

1. Regional Meetings – Election Year, General

Effective Dates:	[Embedded below]
Application:	Regions, Locals, Staff; Delegates
Related:	region, locals, meetings Constitution, Articles 14, 19

Attestation of Delegate Status

Local Executive Committees will be required to submit the minutes of the meeting at which they or their Locals elected Delegates for regional meetings and Convention with their credentials.

(September 19-20, 2012 [B24])

With respect to the Attestation of credentials two signatures are required on all Delegate credentials. (March 5-6, 2003 [B15])

Agenda: Minute of Silence

Every Regional Meeting and Convention will hold a minute of silence for the loss of our dear brothers, sisters, friends, and family. This will be the first order of business after the Statement of Respect.

(April 21, 2009 [B11])

Nomination and Election Procedures at regional meetings

Meetings will commence at 9:00 a.m., registration from 8:00 a.m. to 9:00 a.m., and where it is felt necessary (because of the large number of Delegates) registration may be conducted in the hotels the previous evening.

Staff will be available at Head Office throughout the day to answer questions by telephone concerning each meeting, its handling, its content, interpretation and adjudication.

Each Staff Representative assigned to Chair elections shall phone Head Office prior to the commencement of the meetings, and supply the telephone number at the meeting location that may be used for contact if necessary. Phone Head Office during the luncheon break and give a progress report on the election process. Also, they will field any questions which may have arisen during the morning, but were not of such significance as to require a special phone call.

The switchboard will be open to receive WATS line calls as well as others from 8:30 a.m. to 5:00 p.m. Staff will also be available at Head Office on the day of the election with support documentation of Delegate entitlement, valid nominations received in advance, full membership lists and secretarial instructions.

General Instructions

The Regional Vice-President will call the meeting to order, open the meeting, and advise the Delegates of the purposes of the meeting, which are as follows:

A) The nomination and election of three (3) members to the Executive Board (Article 14.6.1 of the Constitution). After the election of the three (3) Board Members, the following elections will take place:

- One in which the Delegates will nominate and elect from among the three (3) elected Board Members a Regional Vice-President (Article 14.6.1);

The nomination and election, from among the remaining Board Members, of an alternate Regional Vice-President (Article 14.6.1);

- The nomination and election of one (1) member and one (1) alternate to serve on each of the following Convention Committees: Resolutions, Constitutional, and Credentials (Article 13.9.2);

Starting at the 2017 Regional meeting, separate elections be held for the Member and Alternate Member to the Provincial Young Workers Committee, Provincial Women's Committee, Provincial Human Rights Committee; Provincial Francophone Committee.

(December 16-17, 2015 [B28])

- The nomination and election of one (1) Delegate and one (1) alternate to the Provincial Women's Committee (Article 19.1). The nomination policy is the same as for Executive Board Members.
- The nomination and election of one (1) Delegate and one (1) alternate to the Provincial Human Rights Committee (Article 19.2). The nomination policy is the same as for Executive Board Members.
- The nomination and election of one (1) Delegate and one (1) alternate to the Provincial Young Workers Committee (Article 19.3). The nomination policy is the same as for Executive Board Members.
- The nomination and election of one (1) Delegate and one (1) alternate to the Provincial Francophone Committee (Article 19.4). The nomination policy is the same as for Executive Board Members.
- The nomination and election of ten (10) Delegates and ten (10) alternates to the next Canadian Labour Congress Convention.
- The nomination and election of six (6) Delegates and six (6) alternates to the next National Union of Public and General Employees Convention.
- The nomination and election of fourteen (14) Delegates and (14) alternates to the next Ontario Federation of Labour Convention.

B) Plenary sessions will be included in the agenda of regional meetings.

(1993 [C40])

Candidates Information Posted on Web Page and Circulated to Members

OPSEU/SEFPO will create a tab on our web page called Regional Candidates and Convention Candidates. This page will be divided up into regions and positions up for election. Members who have submitted their paperwork and been approved to run at Regionals and then at Convention can submit campaign website/social media link and/or a bio to OPSEU/SEFPO staff which is to be posted. Submissions will be reviewed by staff to ensure compliance with OPSEU/SEFPO's Statement of Respect. Within two weeks of Regionals, the bios and/or campaign website/social media link of all candidates who have submitted by the required deadline will be posted, if the candidate approves, and shared through OPSEU/SEFPO's email system to members. Two weeks prior to Convention, the bios and/or campaign website/social media link of all candidates will be posted, if the candidate approves, and shared through OPSEU/SEFPO's email system to members. Two weeks prior to Convention, the bios and/or campaign website/social media link of all candidates will be posted, if the candidate approves, and shared through OPSEU/SEFPO's email system to members.

(March 9-10, 16, 2022 [B14])

C) Alternates will be elected in a separate election.

(April 10-11, 1991 [B60])

The meeting will be chaired by a staff member during the election process.

The Delegates are to be advised that speeches by candidates will be limited to the length of time determined by the Delegates at the meeting. The length of the question and answer period, if any, is again to be determined by the Delegates.

Ballots are not to be distributed until the staff member is in the Chair, the doors are tiled, the election process has commenced, and the voting Delegates are seated.

Elections: Checklist for Chairperson

Before the meeting, you should have from Head Office:

- A full membership list for the Region in Social Insurance Number (SIN) order;
- A list of all Locals and their Officers in your Region;
- A list showing the number of Delegates each Local is entitled to send (which is based on membership as of the last day of the month prior to the issuance of the Convention Call);
- A list order of members nominated for the Executive Board, and of any whose nominations were not in order;
- A supply of coloured ballots;

- Tally sheets, large envelopes, pencils and forms for the Chairperson to report the results to the President and the Executive Assistant.

Before the meeting you should also:

- Prepare attendance sheets for Delegates to sign showing Local number;
- Have a blackboard and chalk, or flip chart and crayons on which candidates' names can be displayed;
- Line up a sufficient number of people to control access to the meeting room, to do the registration, and to issue name tags (different colours for Delegates and observers);
- Line up at least two (2) Deputy Returning Officers to distribute, collect and count ballots;
- Line up an assistant to help you record the nominations from the floor properly, and to time speeches;
- Provide some space or means for Delegates to mark their ballots without being observed by others;
- Arrange seating so as to segregate observers and alternates from the voting Delegates on the floor;
- Have at least two lockable ballot boxes;
- Have a copy of Robert's Rules of Order on hand.

Before the meeting you should also:

- Arrange for a separate room or area in which to count the ballots. This area or room should be large enough to accommodate the Deputy Returning Officers and Scrutineers;
- Have copies of the Constitution.

For the Guidance of Chairperson and Assisting Staff:

Security Arrangements

Make certain that only Delegates;

- Whose credentials have been received pursuant to Section 13.2.1 of the Constitution; or
- Delegates who may be Executive Board Members from the Region, or
- A member of a Convention Committee from the Region, or
- A member of the Executive Committee of the Retired Members' Division from the Region; are given Delegates' badges.

A list of Delegates who have returned the duplicates of their credentials should be on hand. Some persons may arrive with both their original and duplicate credentials with the intention of presenting them at the meeting. Before granting them Delegate status, the credentials should be verified (check the two Local signing Officers against the list of Local Officers supplied by Head Office) and approved.

Nominations

A person can be nominated in one of three ways (see Section 14.5 of the Constitution).

1. A member who is not a Delegate can be nominated only in advance and a list of those whose names have been properly submitted will be provided by Head Office. A non-Delegate cannot be nominated at the meeting.
2. A Delegate can hand in a nomination paper at the meeting, or provide it to Head Office in advance of the meeting. A form has been provided but a nomination is not invalid if it is made on some other acceptable form.

A nomination in writing, handed in at the meeting, must be verified to the extent of ascertaining that it was signed by both nominator and nominee who are on the list of Delegates for the meeting. Written nominations received at the meeting should be initialed by the Chairperson and a note made of the time received. If a written nomination has been handed in before the meeting, Head Office will have already checked the validity of the nomination and will provide a list of nominations received.

3. A Delegate can be nominated from the floor. No seconder is required. The person will be asked whether they wish to stand (See Order of Nomination below).

Possible Errors

Head Office will have checked the list of those nominated in advance. Note that no one may be nominated prior to the Convention Call being issued (Article 14.5.3 of the Constitution). If a nomination is rejected (because it is not signed by a Delegate or because of any other error), the Chairperson must point out the error and announce that the nomination has been rejected in order that it may be rectified by nomination from the floor.

Order of Nomination

Those nominations received by the Corporate Secretary seven (7) calendar days prior to the Regional meeting shall be drawn as the first order of business on the day of the Regional meeting to determine the speaker order.

The Chairperson will then give an opportunity for renomination of any whose advance nominations have been rejected by reason of error, and persons nominated at this time will be placed at the end of the list compiled by Head Office.

The Chairperson will then add verified written nominations, received just prior to the opening of the meeting, and will place those in chronological order at the end of the list referred to above. The Chairperson will then call for nominations from the floor and place the names of the nominees at the end of the list in the order the nominations are made.

Note: In the case of nominations from the floor, and only for these, the Chairperson will, after calling three (3) times for further nominations, declare nominations closed, read the names of those nominated from the floor in the order in which they were nominated, and then read the same list in reverse order, asking each person in turn whether they accept or decline the nomination. There should now be a complete list of nominations with each nominee having accepted in the prescribed manner, in the following order:

1. Non-Delegates and Delegates who were nominated in advance;
2. Delegates nominated in writing at the meeting;
3. Delegates nominated orally at the meeting.

At this point the Chairperson should ask if anyone is challenging the validity of any of the nominations. If there are no objections or challenges, then the Chairperson should proceed to the matter of speeches by nominees.

Speeches

Nominees from the floor shall speak first, in the reverse order of their nomination. The next candidates to speak shall be those whose written nominations were handed in at or just prior to the meeting; they shall speak in reverse order of receipt of their nominations. The last to speak shall be those candidates whose nominations were received by the Corporate Secretary; they shall speak in the order determined by the draw that took place at the opening of the meeting.

Returning Officers and Scrutineers

When the speeches are completed, the Chairperson should announce that for the purposes of resolving any technical disputes in the voting they will be acting as the Returning Officer. They should then announce the name of the persons (staff members) who have been assigned as Deputy Returning Officers for purposes of distributing, collecting, counting and recording the ballots.

The Chairperson should then ask each candidate if they wish to name a Scrutineer. Only one Scrutineer per candidate will be allowed and any union member present, including observers and alternates, except for a candidate, may be a Scrutineer. Staff may not serve as scrutineers. The Chairperson should point out that scrutineers have the right to see each ballot as it is counted, but not to handle it. They also have the

right to have objections to any ballot registered in writing on the back of the ballot and noted on the tally sheet by the Deputy Returning Officer.

(The form should be: "Objection to counting/not counting this ballot made by: _____ Scrutineer for _____ Deputy Returning Officer's signature".)

Scrutineers have the right to keep a record of the count, but should be cautioned not to reveal their knowledge or show the count until the result of the particular vote has been announced by the Chairperson.

Voting Procedures

Each voting Delegate should now be provided with a ballot.

When the first round of voting is to begin, the Chairperson should remind the Delegates of the following:

- Three Executive Board Members are to be elected.
- A Delegate may vote for one, two, or three candidates on the first ballot and, similarly, on subsequent ballots for any number up to the maximum number still to be elected.
- To win, a candidate must obtain a clear majority, which means more than 50% of the valid ballots cast.
- A ballot is invalid if it has marked on it more names than there are positions to be filled, names of persons not properly nominated, no names, or any distinguishing or distinctive mark which, in the opinion of the Chairperson who is also the Returning Officer, is or could be intended to identify the voter.
- Regardless of any objection of a Scrutineer, the Chairperson's decision on a disputed ballot will be final for the purposes of the meeting and appeal would be to the President of the Union within 30 days of the meeting.
- No Delegate should mark any ballot until advised by the Chairperson.
- The Chairperson will instruct the Delegates to write legibly or print the names of the candidates of their choice on the ballot. Surnames only are required unless there are two or more candidates with the same surname. Correct spelling of names is desirable but not essential.
- After all the ballots have been deposited in the ballot boxes, the Deputy Returning Officers should then retire, with the scrutineers, to a separate room to count the ballots. The results will be entered on tally sheets and signed by at least one Deputy Returning Officer and one or more scrutineers.
- The Deputy Returning Officers' tally sheets will be handed to the Chairperson and they will immediately announce the results, giving the total number of valid ballots cast, the number of votes required for a candidate to be elected and then the number of votes obtained by each candidate. The Returning Officer (Chairperson) will then sign the tally sheets and place them along with the ballots in a sealed envelope, which will be under their control at all times during the meeting.

The Chairperson shall conduct a second ballot if:

- a. three candidates have not obtained majorities; or
- b. more than three candidates have obtained majorities but a tie vote prevents the three with the most votes from being declared elected.

Elected candidates, if any, and the candidate receiving the fewest votes, will automatically be eliminated from the second ballot. In addition, the Chairperson should allow any other candidate to withdraw voluntarily without, however, giving any withdrawing candidate an opportunity to make a speech.

Article 14.6.2 of the Constitution requires that "the candidate who received the fewest votes, and any other candidate who voluntarily withdraws, will be eliminated" from the next ballot, even if it causes the number of remaining candidates to be the same as the number of remaining positions. In that situation since the remaining candidates are unopposed, the requirement to obtain a majority can be satisfied by one Delegate casting a single vote for each such candidate.

There are two exceptions to the elimination of the lowest candidate:

1. If two or more candidates are tied for the lowest votes, both or all of them will be eliminated unless this would result in fewer candidates than positions to be filled. If such would be the case, all such tied candidates will remain eligible for the next ballot.
2. The candidate receiving the lowest vote will not be eliminated from the ballot if this would result in fewer candidates than the positions to be filled.

When distributing the ballot that will be used for the next round, the Chairperson should state clearly the number of positions to be filled and, therefore, the maximum number of names that may be validly written on the ballot paper.

The routine regarding showing empty boxes, collecting, counting, reporting results, and run-off ballots should then be repeated until the election of three (3) Executive Board Members has been completed.

Election of Regional Vice-President and Alternate

After the election of the three Executive Board Members, the election of the Regional Vice-President should take place (see Article 14.6.1 of the Constitution).

The Chairperson should call for nominations from among the three Executive Board Members-Elect, allow time for the nominees to speak if this is the wish of the Delegates, then proceed with the elections. Same procedure as before (that is, the candidate must obtain a majority, which is more than 50% of the valid ballots cast). If only one EBM is nominated, a Delegate should cast a single vote for them, thus satisfying the majority requirement.

In the event of a tie vote for Regional Vice-President, a tie breaking vote shall take place among the candidates involved in the tie.

After the Regional Vice-President has been elected, a similar election, following the same rules, should take place among the remaining two (2) Board Members-Elect to determine who will be the alternate Regional Vice-President.

The sealed envelopes containing the ballots and tally sheets from the above elections should then be sealed in a large envelope and returned by courier to Head Office, where they will be kept secure and sealed for a period of at least thirty (30) days after the Regional elections, unless the results are challenged.

The Chairperson should, when the elections are over, diplomatically remind the Delegates and Board Members-Elect that the latter do not assume office until the adjournment of the Annual Convention.

ELECTION OF MEMBERS AND ALTERNATES TO SERVE ON EACH OF THE FOLLOWING CONVENTION COMMITTEES: RESOLUTIONS, CONSTITUTIONAL, CREDENTIALS.

After all of the Executive Board Members, the Regional Vice-President and the Alternate Regional Vice-President have been elected, the Chairperson should then proceed with the elections of the members and alternates to serve on the above named committees at the two conventions following the upcoming Convention. These members require only a plurality to win, and any member may be a candidate, provided their candidacy is vouched for either personally or by a signed letter of acceptance.

Because of the large number of elections taking place at these meetings, it has been decided that where there is more than one candidate for the position of member of a Convention Committee, the runner up in order of election ranking will automatically become the alternate, thus avoiding a further election. In the event of a tie for an alternate position, the ranking of tied alternates will be decided by lot. If there is only one candidate for committee member, nominations will have to be called for the alternate, with an election if there is more than one candidate.

The candidates shall be elected by secret ballot. The names, Local numbers addresses and telephone numbers (business and home) of those committee members elected must be phoned in to Head Office, immediately following the elections.

Remaining Elections

The remaining elections to be conducted are those listed under General Instructions. Any member may be a candidate, provided their candidacy is vouched for either personally or by a signed letter of acceptance. Candidates shall be elected by secret ballot, and require only a plurality to win. In choosing the alternate, the same rule applies as is stated above under Convention Committees. The names, Local numbers, addresses and telephone numbers (business and home) of those Delegates and alternates must be phoned in to Head Office, as soon as possible following the elections, followed by a written copy of those Delegates' and alternates' names and addresses.

(March 5, 1982 [B8-9], April 12-13, 1983 [B, p.14-15], June 9-12, 1982 [C11 and 67], May 23-24, 1985 [B9], February 3-5, 1989 [C])

PFC/PHRC/PWC/PYC Nominations

The nomination policy is the same as for Executive Board Members.

(September 10-11, 1997 [B18])

Equity Committee seats voted on at Regionals, vote for two (2) alternates per region, to be run by plurality at Regional Meetings.

(June 17-18, 2024 [B15])

Labelling Service To Contact Delegates

Declared candidates for the offices of President and Vice-President shall be allowed by Head Office one set of labels to contact Delegates and the cost to be borne by the candidates.

(May 25-26, 1978 [B31])

List of Convention Delegates

Declared candidates for the offices of President and Vice-President, following the election of Regional Executive Board Members, will be given a list of the names and addresses of registered Delegates to the Convention.

(October 31, 1984 [B4])

List of Regional Delegates and Alternates

The list of Regional Delegates and alternates, for their own Region, will be made available to any member nominated to the Board, Provincial Francophone Committee, the Provincial Human Rights Committee, the Provincial Women's Committee and the Provincial Young Workers Committee.

(April 23-25, 1976 [B3]; March 7-8, 2007 [B37])

Nominations for the Executive Board

The list of nominations for the Executive Board will be made available to the Board and to all nominees to the Board.

(April 23-25, 1976 [B3])

Regional Meetings: Alternates Assignments

Alternates that are attending the OPSEU/SEFPO Convention shall be assigned to cover as many duties as possible at regional meetings and at the OPSEU/SEFPO Convention.

(October 23-24, 1996 [B31])

Regional Meeting Seating and Microphone



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Alternates and Observers are permitted to be seated with delegates where possible on the floor of Regional meetings.

(1) microphone shall be permitted on the floor dedicated for use of Alternates and Observers, with the balance of microphones on the floor dedicated for use of Delegates.

(March 20-21, 2024 [B22])

2.8 Meetings: Regional: General Policies (Non-Election Year)

1. Regional Meetings – Non-Election Year

Effective Dates:	[Embedded below]
Application:	Regions, Locals, Staff, Delegates
Related:	regionals, Convention, meetings Constitution, Articles 13, 14, 19

-
1. In any Region there shall be a maximum of one Regional meeting per year at the union's expense. The meeting may not last more than one day. Any additional meetings will be held at the expense of those calling the meeting. Also, this does not include Regional election meetings or regional meetings called by the union in connection with negotiating procedures.
 2. Delegates and alternates will be the same in terms of numbers and qualifications as laid down in Article 13 of the Constitution, but it is not to be assumed that the same people elected to Convention are automatically Delegates to the Regional meeting.
 3. A Regional meeting can be called only on written requests coming from a majority of the Locals in the Region (it being understood that the LEC may speak or may decide for a Local), or, in an emergency, by at least two of the three Executive Board Members in the Region after having obtained the prior approval of the Board.
 4. When a Regional meeting is approved by the Board or has been called by a majority of the Locals, the union will provide logistical support, including the sending of a notice from Headquarters to all Locals in the Region giving at least two weeks' notice concerning the time and place of the meeting. Union Headquarters will handle the arrangements regarding the venue.
Note: It is also recommended that Union Headquarters provide non-financial support to Locals in a Region if they wish to organize a Regional meeting of their own and at their own expense.
 5. The Regional Vice-President shall be the Chairperson of a Regional meeting, or they may appoint one of the other EBMs from the Region as Chairperson.
 6. The quorum for the holding of the meeting shall be 50% plus one of the registered Delegates, but the matter of a quorum is relatively insignificant since it is not proposed, nor is it Constitutionally proper, that the meeting have any binding powers.

7. In addition to Delegates and alternates, people allowed to attend without voice or vote would be members of Locals in the Region and any guests invited by the Regional Board Members acceptable to a majority of the Delegates present.
8. The Rules of Order shall follow as closely as possible those set out in Article 13.11 of the Constitution.
9. Regarding expenses, Delegates and alternates must use "own time" and costs of meals, travel and hotel accommodation will be paid by Union Headquarters.

The purposes are:

1. To make recommendations to the Executive Board, the Executive Committee, any Area Councils in the Region, and to Locals;
2. Like Area Councils, to discuss Regional political action, social issues, union education, and public relations (and where the Region and the area coincide, discuss cooperation with any Labour Council(s) chartered to the Canadian Labour Congress);
3. To discuss servicing and the utilization of staff resources in the Region;
4. To discuss activities of the Board;
5. To serve as a two way opinion channel between the members and their Locals in the Region on one hand, and the Board and the Regional Board Members on the other.

(March 23-24, 1977 [B15], April 18-19, 2023 [B26])

Agenda – Educational Component

All meetings called by Head Office on a regional basis, will have an agenda struck which includes the primary purpose of the meeting plus an auxiliary educational purpose which takes advantage of the expertise of the staff assigned.

(June 23-25, 1977 [B39])

Agenda – Minute of Silence

Every Regional Meeting and Convention will hold a minute of silence for the loss of our dear brothers, sisters, friends, and family. This will be the first order of business after the Statement of Respect.

(April 21, 2009 [B11])

Attestation of Delegate Status

Local Executive Committees will be required to submit the minutes of the meeting at which they or their Locals elected Delegates for regional meetings and Convention with their credentials.

(September 19-20, 2012 [B24])

With respect to the Attestation of credentials, two signatures are required on all Delegate credentials.

(March 5-6, 2003 [B15])



Plenary Sessions

Plenary sessions will be included in the agenda of regional meetings.

(April 15-17, 1993 [C])

Alternates Assignments

Alternates that are attending the OPSEU/SEFPO Convention shall be assigned to cover as many duties as possible at regional meetings and at the OPSEU/SEFPO Convention.

(October 23-24, 1996 [B31])

Regional Meeting Seating and Microphone

Alternates and Observers are permitted to be seated with delegates where possible on the floor of Regional meetings.

(1) microphone shall be permitted on the floor dedicated for use of Alternates and Observers, with the balance of microphones on the floor dedicated for use of Delegates.

(March 20-21, 2024 [B22])

2.9A Convention – Administration

2.9A GOVERNANCE PROCEDURES – Convention Administration**1. Convention – Accommodations and Hospitality Suites**

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; all

Related: accomodations, Convention, solidarity, expenses

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

(December 16-17, 2015 [B19])

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

(August 21-22, 1980 [B13], February 23-25, 1978 [B33])

OPSEU/SEFPO will use unionized hotels for Annual Convention overflow.

(December 7-9, 1994 [B28])

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

(September 19-20, 2012 [B14])

There will be a hospitality suite for each Region paid for by Head Office at OPSEU/SEFPO conventions.

(January 24-25, 1985 [B23])

2. Accessibility: Fund and Audit of Facilities

Effective Dates: 1. April 4-6, 2002 [C23];
2. April 4-6, 2002 [C44]

Application: OPSEU/SEFPO-wide

Related: accessibility, Convention, budget, equity, accessibility, discrimination

1. Accommodation (Accessibility) Fund

An Accommodation Fund as a line item be included in the annual OPSEU/SEFPO budget, beginning at \$25,000 to cover any disability related costs (for example, sign language interpretation, production of materials in alternative formats, etc.); and this be reviewed on an annual basis and adjusted accordingly.

2. Audit of Convention Facilities and Operations

OPSEU/SEFPO complete an audit of its Convention and other meeting facilities and their operations so that it may identify and remove all barriers that prevent the full participation of persons with disabilities at OPSEU/SEFPO conventions.

3. Assignment

Effective Dates: September 9-10, 1998 [B15]

Application: Delegates, Staff

Related: Convention

OPSEU/SEFPO will not use alternate Delegates to do the work of OPSEU/SEFPO staff at Annual Convention.

4. Attestation of Delegate Status

Effective Dates: December 14-15, 2016 [B9], September 19-20, 2012 [B24]

Application: Locals

Related: reporting

Locals are required to submit the OPSEU/SEFPO election reporting form, signed by two members of the Local Executive Committee, with their credentials.

5. Award Nominations: Communication to the Executive Board

Effective Dates: January 23-24, 2002 [B20]

Application: OPSEU/SEFPO-wide; Executive Board; Corporate Secretary

Related: Convention, communication, information-sharing

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

6. Delegate Kits: Contents

Effective Dates:	1. November 1-4, 1984 [C19]; 2. April 23-25, 1992 [C48]
Application:	Locals, Delegates, Head Office
Related:	meetings, Convention, orientation

1. Lists

OPSEU/SEFPO will provide in every Delegate's kit a list of all Locals and whom they represent.

2. Phone Number

All meeting notices and Delegate sheets will contain the phone number of the meeting place.

7. Tapes of Proceedings

Effective Dates: December 7-9, 1994 [B30]

Application: Head Office; Regions

Related: Convention, technology

The union will make copies of OPSEU/SEFPO's Convention tapes available in all Regional Offices for the use of all members.

8. Information Tables

Effective Dates: January 24-25, 2001 [B18]; January 28-29, 2025[B33]

Application: OPSEU/SEFPO Staff

Related: Convention, information-sharing, communication, affiliates

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

Two Disability Rights Caucus members will staff a Disability Caucus booth at Convention on an ongoing basis until the Caucus Completes the Constitutional process for automatic delegate entitlement.

9. Microphones

Effective Date: March 2-4, 1993 [B49]

Application: OPSEU/SEFPO Staff

Related: Convention, technology

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

2.9B Convention – Proceedings

1. Agenda: Items to Include; Executive Board Reports

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Committees

Related: Convention, equity, financials, committees, information-sharing

Items to Include on Agenda:

1. There will be a fifteen (15) minute equity update at every Convention.
(April 2-3, 2014 [B13-14])
2. The OPSEU/SEFPO Convention will adjourn on the last day of Convention at 12 noon.
(December 12-13, 2012 [B9])
3. Every Regional Meeting and Convention will hold a minute of silence for the loss of our dear brothers, sisters, friends, and family. This will be the first order of business after the *Statement of Respect*.
(April 21, 2009 [B11])
4. The first and second reports of the Resolution Committee shall be timed reports of not less than one and a half (1.5) hours in length each, and the first and second reports of the Constitution Committee shall be timed reports of not less than one and a half (1.5) hours in length each. Any major policy papers put to the Convention shall be timed presentations in their own right and not be included in the time allotted to the first and second reports of the appropriate committee.
(January 27-29, 1998 [B12])
5. Guest speakers will be limited so that Convention business takes priority and can be conducted.
(September 16-18, 1992 [B37])

Executive Board Report: First Item on Agenda after Financials

6. The Executive Board Report must be the first item on the agenda after the financial report to deal with the Corporations Act requirements and must also have been approved by the Board. The report discussions must be divided into three sections:
 1. Corporations Act required motions;
 2. Discussion of future OPSEU/SEFPO directions;
 3. Motions or actions the Board is going to take.



(April 27-29, 1995 [C])

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

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

(April 14-16, 2016 [C12]; April 19-21, 2012 [C6]; April 6-9, 2011 [C28]; April 20-22, 2006 [C27]; March 8-9, 2006 [B20]; September 9-10, 1998 [B15])

Executive Board Report: Summary Reports

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

(September 9-10, 1998 [B15])

Convention Awards

All Convention Awards will be scheduled for either the Thursday or Friday evening, beginning at least two hours after the close of Convention, so that delegates have had an opportunity to have dinner prior to reconvening.

(April 6-9, 2022 [C])

2. Awards and Criteria

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Committees, Locals,

Related: Convention, awards, solidarity, retirees, health and safety
Constitution, Article 6

Fred Upshaw Award of Merit

OPSEU/SEFPO/SEFPO will establish a Fred Upshaw Award of Merit in honour of his legacy and the social justice initiatives that he championed throughout his life.

This be awarded to a racialized member who has demonstrated leadership qualities within the union and the community at large.

This award be presented annually at the OPSEU/SEFPO/SEFPO Convention, starting in 2022.
(January 20, 2021 [B10])

Health and Safety Awards: OPSEU/SEFPO Individual and Locals

At each Annual Convention an award will be given to the Local which has made the most outstanding contribution to advancing our members' interests in the area of occupational health and safety. The award will be decided by the Executive Board.

Nominations of Locals for consideration for this award shall be received thirty (30) days prior to the Annual Convention.

Nominations may be made by any Regional Vice-President, or Board Member, or any staff member (only through the President).

Nominations must include a brief statement indicating the nature of the outstanding achievement for which the award is warranted.

No Executive Board Member whose Local is under consideration may vote on this award.
It was noted that the awards would take the form of plaques.

(May 3, 1984 [B10-11])

Honorary Lifetime Membership Roll

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

(October 22, 1987 [EC9])

Honorary Membership

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

1. One for retired members and
2. One for outstanding or distinguished contributions to the labour movement.

1. Retired Members – Honorary Lifetime Membership

For retiring members, this is something that can be bestowed on the recommendation of the Locals. It should not be an automatic thing that one receives upon retirement, but rather something to recognize their contribution to OPSEU/SEFPO while an active member. The membership here should be limited to Honorary Lifetime Membership in their Local, or if there is further reorganization, to the succeeding Local.

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

Criteria:

- To be eligible for an "Honorary Lifetime Membership" a person must:
- Have made significant contributions to the retired member's OPSEU/SEFPO Local or to the union as a whole.
- Have been a member in good standing of OPSEU/SEFPO for at least 10 years.
- Have retired from full-time employment for any reason cited in Section 6.11 (OPSEU/SEFPO Constitution).
- Have the retired member's name put forward to the Executive Board by the retired member's Local or be recommended by the Board.
- Must not be an active employee of OPSEU/SEFPO.

Honorary lifetime memberships should only be granted upon retirement from employment, not for retiring presidents, Board Members or other Executive positions. Such events can be marked by Local presentations, or by presentations at regional meetings.

OPSEU/SEFPO selects no more than three (3) names annually for Honorary Lifetime Membership.

(March 6, 1998 [B5])

2. Persons of National Stature – Honorary Membership

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

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

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

Criteria:

For "Honorary membership" a candidate must:

- Be a person of significant stature and have made a true contribution to labour.
- Not be an active member of OPSEU/SEFPO.
- Not be an employee of OPSEU/SEFPO.
- Not hold a seat in the Legislature of Ontario.
- Not be an employee of the government of Ontario, or any Board, corporation, or any other body which employs members of OPSEU/SEFPO.

The intention of honorary membership it is to honour those who have served OPSEU/SEFPO as well as either a member or a friend. In order to keep these memberships meaningful, neither must be something that is handed out readily or routinely. These rather rigid guidelines no doubt will exclude some people, but do allow for recognition of significant contribution.

Summation:

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

(May 3, 1976 [B19])

Humanitarian Award – Stanley H. Knowles

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

(November 4-5, 1987 [B21])

Human Rights Awards: to OPSEU/SEFPO Individual and Locals

At each Annual Convention OPSEU/SEFPO will present two human rights awards. One award will be presented to the Local and the other award to the individual member who has made a significant contribution to the advancement of human rights issues and principles of equity in the union.

Nominations can be made by any member, Local, member of the Executive Board, staff or member of any Provincial Equity Committee or caucus.

The individual and Local nominations will be collected and reviewed against the criteria below. Nominations will then be voted on at an Executive Board meeting. The award presentation to the winners (the individual and the Local) will take place at Convention each year.

(October 25, 2017 [B])

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

- Organizing and educating members around human rights and equity issues in the workplace and community;
- Organizing and educating members to ensure that the workplace and union are harassment and discrimination free zones;
- Ensuring that the Local's decision-making processes are guided by the principles of access, equity and human rights;
- Confronting human rights violations wherever and whenever they occur;
- Ensuring that the employer and the union comply with the provisions of the Ontario Human Rights Code and OPSEU/SEFPO's Harassment and Discrimination policy;
- Providing assistance and support for members who experience harassment and discrimination.

(May 20-21, 1998 [B]).

Leah Casselman Award for Mobilization – OPSEU/SEFPO Individual and Local

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



(March 7-8, 2007 [B24])

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Live and Let Live Award

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

(2003 [C9])

Tim Brown Award

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

(April 14-16, 2016 [C12], September 15-16, 2010 [B12])

Update to Convention Awards and Criteria

All nominations for an individual or group award being presented at the OPSEU/SEFPO convention be provided to members of the Executive Board at least 1 week in advance of the board meeting in which the nominations and vote will occur. The nominations and any discussion of the nominees for these awards being in camera.

(August 24-25, 2022 [B16])

All attendance costs will be covered the same as any member, for award winners traveling into convention.

(June 17-18, 2024 [B15])

3. Convention Committees - Terms and Guidelines

Effective Dates:	[Embedded below]
Application:	Committees, Executive Committee
Related:	committees Constitution, Article 13

CONSTITUTIONAL COMMITTEE

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

This committee shall:

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

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

The Constitutional committee is empowered to call any member of the Executive Board before it to provide whatever information they may have that is relevant to a particular constitutional amendment. The committee should also endeavour to clarify constitutional amendments, if necessary, by asking

representatives of the body submitting the amendments to come before the committee and explain the intent. It is to be noted that such meetings are for clarification purposes only, not debate or argument.

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

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

(June 19, 1985 [EC6], June 9, 1976 [EC2])

CREDENTIALS COMMITTEE – TERMS OF REFERENCE

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

The committee reserves the right to review its Terms of Reference as circumstances dictate, subject to the approval of the Executive Committee.

(October 25, 2017 [B], June 9, 1976 [EC1])

Credentials Committee – Guidelines for Operation

Duties of the Credentials Committee:

1. The duties of the Credentials Committee of the Convention are to scrutinize the credentials of Delegates, Alternates and Observers (referred to as D/A/O), verify their entitlement to attend in the capacity sought, ensure that the Constitution is followed in respect to credentials, rule on disputed credentials (subject to any appeal to the Convention), and make reports to the Convention, as required, as to the number of registered Delegates, Alternates, Observers and Guests.

Irregularities in credentials:

2. If an irregularity is noted at the Convention Registration Desk, the potential Delegate/ Alternate/ Observer (D/A/O) is referred to a member of the Committee, who identifies the D/A/O by OPSEU/SEFPO card and Local number, and checks the Convention registration database for Local and name. If verified, the committee member makes a note in the registration database, escorts the D/A/O to the registration desk. The registration staff will then issue the required credential.
3. If there is no documentation in the Convention registration database and the potential D/A/O has a photocopy, the committee member makes a note in the database, escorts the D/A/O to the registration desk. The staff will then issue the required credential.

4. If there is neither documentation nor photocopy, the potential D/A/O must be verified as duly elected by reviewing the Local Credential or by an affirmation form signed by an EBM from the Region and/or Staff Representative and/or the Local President. The committee member makes a note in the registration database and escorts the D/A/O to the registration desk. The staff will then issue the required credential.
5. Where a D/A/O presents all copies of the credential form, the committee member keeps the file copy and makes a note in the registration database. The committee member escorts the D/A/O to the registration desk. A credential is then issued.
6. Escorts/aides for disabled Delegates/Alternates/Observers are issued Guest badges at the registration desk. The escort/aid is entered in the database as a Guest. The D/A/O is escorted by the escort/aide to a staff member at the door of the Convention, to be taken to the appropriate area of the floor. The escort/aide remains in the Guest section.
7. Lost Delegate/Alternate badges: No replacement badge will be issued. The member may be issued an Observer or Guest badge only.

(October 25, 2017 [B], October 13-14, 1988 [B10])

RESOLUTIONS COMMITTEE – Terms of Reference

1. Upon receipt of proposed resolutions, where several identical or nearly identical resolutions are submitted, select one of such resolutions as being representative of all, and print only that resolution in the Convention manual, taking care to identify all Locals that submitted such resolutions.
2. Examine all proposed resolutions having collective bargaining implications, determine which are specific contract demands (as opposed to general bargaining objectives of the union), and refer such specific contract demands back to the submitting body with the recommendation that they be presented at demand setting meetings.
3. Omit from the Convention manual those resolutions that are submitted contrary to Article 13.8, namely, late resolutions and those submitted without the required accompaniment of signed minutes of the meeting at which they were adopted. Such minutes must contain evidence that a quorum was present and that each resolution was presented and voted upon separately.
4. When preparing the committee's report to the Convention, check where possible with the originating body when the intent is not clear, so that a resolution can be clarified by changing words.
5. Combine similar resolutions into one resolution encompassing the spirit of several, or prepare composite resolutions which may be the sum of several resolutions (but which may be different from any of the submitted resolutions), and thus attempt to build the broadest consensus for a complete policy resolution.
6. Divide the resolutions into categories (such as internal, economics, politics, industrial relations) and within categories, assign priorities on the assumption that there may not be time to deal with all resolutions in every category.
7. Consider the urgency of the desired actions(s) of resolutions submitted as emergency resolutions and whether the content could have been reasonably contemplated prior to the conventional resolution submission deadline. Also, the Committee will determine whether there is urgency to consider the

resolution immediately, including the consequences of the resolution not being decided upon at the current Convention. Prioritize those submissions that meet their emergency threshold. In order of priority, recommend to the Convention Chair any submission determined to meet their emergency threshold, so the Convention Chair may seek to determine if delegates are willing to accept the submission as an emergency resolution and deal with it immediately

8. Resolutions submitted which are already OPSEU/SEFPO policy, shall be returned to the submitting body.

(June 19, 1985 [EC6]; June 27, 1983 [EC], March 3-4, 1983 [B], February 1-2, 1981 [EC], January 28-29, 2025 [B28])

The Board adopted the following report of the Resolutions Committee:

The conditions of acceptable submissions for Convention resolutions and constitutional amendments will be provided in current instructions in the Convention document, included in the first Convention Call, titled, "Your Guide to Resolutions and Constitutional Amendments."

(January 22-23, 2014 [B9])

The existing rules will remain, but clearly state that two separate sets of signatures are required, one set of signatures on the minutes of the Local meeting with quorum at which the resolutions were debated and on which there were separate votes; and one set of signatures on each of the voted upon resolutions. The phone numbers and email addresses (if applicable) of the signatories will also be included on the form when submitting the resolutions. These procedures should continue so that the Convention is assured that the submitted resolutions reflect the will of the submitting body.

(March 21-22, 2018 [B29])

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

Since the resolutions submission deadline is set by Constitution, the options to provide relief or assistance are limited. It was agreed that the Chair of the Resolutions Committee would send a letter to Division Chairs with a copy to the President, Supervisor of job security and the Resolutions Committee, reminding them of the deadline. It was also agreed that the job security unit and the Division Chairs should take the resolutions deadline into account when deciding on the dates for their Division meetings.

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

The first report of the Resolutions Committee will be distributed in Convention kits at registration, which brings it in line with the practice of the Constitutional Committee.

(April 4-5, 1995 [B23])



ALL COMMITTEES:

All Committees: Priority Items

At the OPSEU/SEFPO Annual Convention, the Chairperson of each committee will meet to discuss their priority items, the time required to submit them to the Convention and the order in which they will be presented and this order will be given to the Convention Chairperson.

(September 17-18, 1987 [B16])

All Committees: Wrap up meetings

Any Convention Committee who has a post-Convention wrap up meeting utilize web conferencing.

(June 13-14, 2012 [B16])

4. Dates and Duration

- Effective Dates:
1. December 7-9, 1994 [B48];
 2. December 12-13, 2012 [B8]
 3. February 3-5, 1989 [C]
 4. June 17-18, 2024 [B15]
 5. July 23-24, 2024 [B8]

Application: OPSEU/SEFPO-wide

Related: Convention

1. Dates

OPSEU/SEFPO make a conscious effort to plan around religious dates to avoid members' conflict.

2. Duration

All future conventions will open on Thursday and adjourn on a Sunday at 12:00 noon, where possible. The Convention will be held in late April or May.

OPSEU/SEFPO where possible, will add a full day to convention. Where possible that the additional day will be added to the 2025 Convention and where possible, the Convention will be 3.5 days going forward.

5. Donation Requests

Effective Dates: September 19-20, 2012 [B18], April 16-18, 1998 [C7], January 27-29, 1998 [B12]

Application: OPSEU/SEFPO-wide

Related: contributions

1. All requests for donations shall be made in writing.
2. One collection will be taken from the floor.
3. The donation amount collected on the floor will be matched by OPSEU/SEFPO to a maximum of \$5,000.00 and the total amount will be announced to the Convention Delegation and recorded in the Convention minutes.
4. The amount collected and matched will be split evenly among the requests.
5. Prior to contributing to donation appeals, the following procedures will apply:
 - All requests must be in writing.
 - The form will be placed in the Convention kits and additional copies will be available on Convention floor.
 - The Convention Donations Form can only be completed by a Convention Delegate.
 - All requests must be for specific/direct assistance to OPSEU/SEFPO members, who must be members in good standing in order to receive any funds. General donations (service clubs) or sponsorships (walks/rides/runs etc.) will not be considered.
 - One collection will be taken on the floor.
6. All donation requests must be received by Convention floor staff prior to adjournment.
7. The donations, with the First Vice-President/Treasurer's recommendations, will then be forwarded to the OPSEU/SEFPO Executive Committee for their deliberation at the June Executive Committee Meeting.
(May 6-9, 2015 [C])
8. A two-thirds majority is required to approve disbursement of the donation funds.

6. Election Procedures

Effective Dates: [Embedded below]

Application: Delegates, candidates

Related: convention

Candidates' Election Space at OPSEU/SEFPO Convention

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

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

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

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

(December 7-9, 1994 [B15])

Full-Time Officers

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

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

(March 5, 1982 [B6])

Highest Ranking Woman

All elected female Board Members are eligible to stand for election to the position of Highest Ranking Woman in OPSEU/SEFPO, by the Delegates at Convention commencing 2021, and continue moving forward.

(June 26-27, 2019 [B32])

In the event that no one identifies as a woman is elected as RVP's at the OPSEU/SEFPO Regional meetings that OPSEU/SEFPO change its policy to allow all elected identifying female board members to stand for election to the position of highest ranking women in OPSEU/SEFPO by the delegates at convention commencing 2022 and to continue that process moving forward.

(April 5, 2022 [B35])

Polling Booths

Polling booths will be set up for election purposes for casting ballots.

(January 18 -19, 1980 [B16])

Scrutineer

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

(November 5-6, 1986 [B28])

Vice-Presidents – Order of Precedence

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

(May 1978 [B27])

Question and Answer Sessions

1. The question and answer sessions for the positions of President and Vice-President shall be held separately and in that order. A candidate nominated for both positions may participate in both question and answer sessions.
2. Only Delegates may ask questions and the questions must be submitted in writing in advance, to be drawn by the question and answer Chairperson at a time and place to be announced at the Convention. The Delegate entering the question must be present for the draw which will determine the order of questions. No duplications will be permitted.
3. Delegates whose questions are drawn must stand at a microphone to be recognized in the order drawn.
4. Questions must be directed to all candidates. Questions must be limited to one minute. Questions must be asked as written by the originator of the question. Statements must not be made by the questioners. No supplementary questions will be permitted.
5. Questions will be answered by the candidates in the order determined by the initial lot drawn by the Chairperson except that the candidate to answer first shall also be rotated in accordance with the initial lot.
6. Answers will be limited to one minute.
7. A timekeeper will flash a signal indicating thirty (30) seconds.
8. At the conclusion of the question and answer session each candidate may make concluding remarks to a maximum of three minutes.
9. The duration of each question and answer session will be one hour.

(June 8, 1982 [B40])

7. Resolutions

- Effective Dates:**
1. January 25-26, 2017 [B9];
 2. December 7-9, 1994 [B46];
 3. May 23-24, 2018 [B24]

Application: Committees

Related: equity

Equity Screen: Resolutions and Constitutional Amendments

All resolutions and constitutional amendments must be reviewed by OPSEU/SEFPO's Equity Unit.

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

Prior to the OPSEU/SEFPO Annual Convention, if requested, the assigned Equity Unit Officer will attend a meeting of the Resolutions and/or Constitution Committees and a meeting of the Executive Board, to review the Equity Screen report, and provide any supporting documentation or information regarding the Equity Unit Officer's recommendations.

Upon receiving the report and recommendations the Resolutions Committee and/or Constitution Committee will determine whether it is appropriate to pull a submitted resolution or constitutional amendment for presentation to Convention. The committee will immediately apprise the submitting bodies of its decision if a submission is not going to be presented to Convention.

Action on Resolutions Passed at Convention

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

Actions on Resolutions Not Dealt with at Convention

All resolutions not dealt with at Convention will be brought to the first regularly scheduled Executive Board meeting after Convention for debate and will be decided upon no later than October of the same year.

For any resolutions that were not supported by the Executive Board, notification will be sent to the submitting body/bodies with the decision and a rationale. If the Executive Board supported the recommendation of the Resolutions Committee to defeat the resolution, the rationale from the



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Resolutions Committee will be provided to the submitting body/bodies and will be identified as written by the Resolutions Committee.

If the Executive Board voted against a resolution that was not recommended as defeat by the Resolutions Committee, the Executive Board Member that is the Resolutions Committee Liaison will work with the Corporate Secretary to create the Board rationale. The Executive Board rationale will be provided to the Executive Board prior to it being shared with the submitting body/bodies for any potential edits.

The result of a defeated resolution and the corresponding rationale will be provided to the submitting body/bodies no later than one month after the October minutes have been approved.

2.10 Area Councils

1. By-laws

Effective Dates:	[no date]
Purpose:	Area Councils, Delegates
Related:	Area councils

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 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. Members at Area and Labour Council

Effective Dates: September 8, 2020 [B4]

Application: Area Councils, Labour Councils, Local Executive Committee, Members

Related: retirees, information-sharing

Members who attend Area and Labour Councils must be either selected by the Local Executive Committee or elected at a General Membership Meeting.

As reflected in the OPSEU/SEFPO Constitution a Retiree may be elected/selected as Delegate of a Local or from Regional Retirees Division to an Area Council.

The names of Delegates will be sent in writing or email to the OPSEU/SEFPO/SEFPO President for distribution to appropriate staff, EBM's, as well as to the respective sitting council for their records. Only those named by the Local may represent the Local as a Delegate at the District Labour Council.

3. Lists of Presidents and Officers

Effective Dates: April 6-8, 2000 [C]

Application: Area Councils, Presidents, Officers, Members

Related: Information-sharing

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

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

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

4. Rebates to Locals

Effective Dates: 1. October 24-25, 2001 [B2];
 2. 2017[C], September 22-23, 2004 [B12];
 3. 2017[C]; 4. October 24, 2018 [B7]

Application: Area Councils

Related: dues, financials

1. Rebate

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

2. Maximum

The maximum Area Council Dues Rebate to Locals from the Central Union be set at a maximum of 25 cents per member per quarter.

3. Change

The Area Council Affiliation dues rebate be changed to 90 per cent of the total dues paid to a max of \$1 per signed member per year.

4. Locals' Membership to More Than One Area Council

Where a Local has a geographic spread and has members who work within the jurisdiction of more than one Area Council, the Local may choose to belong to more than one Area Council.

The Local would be expected to inform all Area Councils involved, how many of its members work within the jurisdiction of each of the involved Area Councils.

The Local would then be expected to pay the dues for each council that it affiliates to as outlined by each council. These dues will be reimbursed at the same rate that all other Locals would be reimbursed within OPSEU/SEFPO.

2.11 Locals

1. Leaves of Absence for Local Union Business

Effective Dates:	1. June 16, 2004 [B4], May 17-18, 2006 [B10]; 2. October 21-23, 2003 [B12], September 16-17, 2009 [B13]
Application:	Local Executive Committee, Regional Office, Members, Staff
Related:	Locals, Regions, leaves See Policy Manual

Section B Local Executive Committee

The Local Executive Committee (LEC) will determine which member(s) will be provided Local union leave. The decision must be made at a duly constituted LEC meeting. The decision must be set out in the minutes of such meeting.

Prior to the commencement of a Local union leave the LEC shall provide the decision, supporting minutes and the agreement reached under (6) below to: the RVP and Regional EBM; and the Local Staff Representative. The Staff Representative will inform the appropriate Regional Supervisor and Administrator of Local Services Division (Regions).

OPSEU/SEFPO's Local Services Division will then issue the appropriate time off and information letters to the employer(s) and member(s) involved.

Prior to the commencement of the Local union leave the home employer of such member(s) must approve a request for such leave.

The terms and conditions for any member on leave shall be in accordance with the collective agreement under which the member is employed, including but not limited to entitlements to pension, insurance plans, vacations, etc. These terms and conditions will be reviewed by the LEC and member so that all parties are aware of their duties and obligations, including any limitations that may be imposed by the collective agreement.

To provide clarity the entitlement to the terms of the Local union leave must be confirmed in writing with the employer. Such agreement shall also contain a provision requiring the employer to assign the employee on Local union leave to their previous position and workplace within a reasonable amount of time of notification from the LEC that their Local union leave has been cancelled. This agreement shall be enforceable through the grievance procedure.

The LEC shall be responsible for determining the period of time to be allocated to member(s) and will arrange the periods of leave to meet Local requirements.

The LEC will designate one of its members to coordinate the periods and extent of Local union leave. This LEC member will become the point of contact for those seeking information about Local union leave.

The LEC will regularly review the activities and expenses of any member on Local union leave.

Individual Local union leaves will be for a term that will not exceed one (1) year, although a leave may be renewed after such period unless a collective agreement provides for specific language other than this.

Notwithstanding the terms set out in ten (10) above, the LEC will have the right to cancel a Local union leave on a reasonable basis. This decision can only be made at a duly constituted LEC meeting. The decision will be set out in the minutes of such meeting. The member in question on a Local union leave, shall be invited to attend such LEC meeting.

As a result of such cancellation the member on Local union leave shall be eligible only for a period of notice or continued reimbursement equal to the minimum period required by their employer to re-assign them back to their regular position and workplace.

The RVP will:

- be notified of the meeting at which a decision to cancel the leave of a member is to be taken;
- have the right to review all information pertinent to the decision to cancel such Local union leave in advance of the taking of such decision;
- monitor the process used by the Local in making such decision.

The LEC shall immediately inform the Staff Representative, the RVP and Regional EBMs of such cancellation including the date upon which it is effective. A record of such meeting, including minutes, shall be attached to the notification. The Staff Representative shall inform the Regional Supervisor and Administrator of the Local Services Division (Regions).

The member who has had their Local union leave cancelled may appeal such decision to a General Membership Meeting of their Local. The General Membership Meeting will be called as soon as possible following the decision of the LEC, in accordance with existing policy. The purpose of the meeting will be clearly set out when members are notified of the meeting. The General Membership Meeting will have the authority to reverse such decision after considering all pertinent available information. The General Membership Meeting will hear from the member and the LEC prior to rendering their decision on the matter.

Section C Regional Vice-President (RVP) and/or Regional Executive Board Members (EBM)

1. The RVPs and/or Regional EBMs will periodically review the manner in which Locals are utilizing Local union leave and report such findings to fellow Board Members and if necessary, the appropriate Staff Representative.
2. RVPs and/or Regional EBMs shall consult with LECs in their Region to provide both guidance and support with the view to promoting the effective use of Local union leave.

3. Improvements that may be required to Local union leave shall be noted by the RVP and/or Regional EBMs and may become subject of further policy development through amendments to the OPSEU/SEFPO Policy Manual.

Section D Member on Local Union Leave

1. The member on Local union leave has a number of responsibilities including but not limited to all of the following:

They will:

- Work to meet the needs of their Local
- Work in accordance with the principles and goals of the union
- Consult with the RVP, Regional EBMs, Staff Rep(s) and Regional Supervisor responsible for members within the Local
- Regularly report to the LEC about all of their union-related activities
- While on book-off, report any period of leave (vacation, compassionate, sickness, bereavement, etc.) to the Local and their employer
- In consultation with their LEC, develop a workplan to address the needs of the Local
- Work toward developing an ability to administer the affairs of the Local and handle the concerns and issues of the membership

Section E The Employer

1. The employer of the member on Local union leave shall continue to be responsible for providing those rights and benefits as are set out in the collective agreement in effect subject to the agreement set out in B-6 above.
2. These terms must be discussed with that employer prior to the leave so that all parties are aware of their respective duties and obligations. Such terms and conditions will be confirmed in writing as set out under B-6 above.
3. Prior to commencing a Local union leave the employer must first approve such leave.

Section F Regional Office Staff

1. The Regional Office staff will be required to provide limited general information and support to member(s) on Local union leave.
2. The support from the Regional Office will be limited to such general clerical and administrative matters as may normally be related to the Local.

Section G Staff Representatives

1. If requested, Staff Representative(s) will provide guidance and support to a LEC in advance of the LEC deciding to initiate a Local union leave and will work with the Local to secure the time off from the employer including all provisions to ensure the member's rights are protected during the leave.

2. The Staff Rep(s) will inform the LEC of the foreseeable challenges and projects facing the Local in the following year. They may also suggest ways in which member(s) on leave can assist in such planned Local activities.
3. On an ongoing basis, the Staff Rep and member on Local union leave will communicate with each other so as to ensure that there is no overlapping or conflicting responsibilities and duties.
4. While the Staff Rep is not charged with the supervision of the member on Local union leave, they may express their concerns and views to such person and if unresolved to the LEC.
5. Should concerns remain unresolved at the Local level (Staff Rep to LEC) the Staff Rep may report their concerns to their Supervisor.

Section H Local Services (Regional) Supervisors

1. If requested, Local Services Regional Supervisors will provide guidance and support to a LEC in advance of the LEC deciding to initiate a Local union leave.
2. The Regional Supervisor will review any foreseeable sector wide challenges and projects that may arise in the following year. They may also suggest ways in which member(s) on Local union leave can assist in such sector wide activities.
3. The Regional Supervisor may discuss concerns brought to their attention by a Staff Rep with the LEC involved. Should such matter remain unresolved they will then address the matter with the RVP.

Section I Local Services Division (Regions)

1. The Local Services Division will verify signed membership numbers each quarter to ensure new and continued eligibility in this policy.
2. Prior to April 1 of each year, those Locals who continue to qualify, will receive a letter indicating their continued participation in the policy based on current membership numbers. Along with the letter will be a copy of this policy, and all other related information for continued participation.
3. By April 1 of each year, employers with Locals participating in the policy will receive notification of the individual who will be assigned the Local union leave.
4. Local Services will provide written notification to any participating Local whose numbers fall below the required number of signed members, within 30 days of the publishing of the quarterly reports. The letter will advise them of their ineligibility for further participation. The Staff Representative will work with the member to ensure a smooth transition back into their work place. The employer will also be notified by mail.

Paid Member Time Off

Effective January 1, 2004 the Central Union will pay member time off for the equivalent of one member in each Local with the required number or more of signed up members, until employer-paid time off is negotiated into the collective agreement(s) for that Local, the monies to be drawn from the Local Time off budget line.

2. Local President's Orientation

Effective Dates: February 11, 2010 [EC8]; June 17-18, 2024 [B15]

Application: Local Presidents

Related: Locals, orientation

Local Presidents who apply will be placed in the New Presidents course in order of date they were elected, in their Region.

If the new Local President is not available to attend they will be contacted the next time the course is offered.

Meanwhile the next President in elected order will be contacted to attend in their place, and so on.

OPSEU/SEFPO permit 1st Vice-Presidents to attend presidents training to educate them and give them the skills, tools and resources to be able to take on the presidents duties when required

3. Local Time Off Fund: Application

Effective Dates: November 21-22, 2018 [B], revised 2010 [C29]; May 16-17, 2001 [B7], May 17-17, 2006 [B11], September 16-17, 2009 [B13], October 18-19, 2023 [B9]

Application: Locals, Staff

Related: funds

Application

Application to the fund is at the sole discretion of the Local Executive Committee. Locals wishing to access the fund must fill in an application available from their Staff Representative. The application should then be returned to the Staff Rep for vetting before being sent to Head Office for final approval by the Administrator of Local Services (Regions). Please note that only wages are covered by this fund. All other expenses associated with the activity are the responsibility of the Local. The application must be signed by two Officers of the LEC.

Where possible, employer “bill backs” will be utilized. The Local’s share of the costs will be deducted from its quarterly rebate. Locals who access the fund will provide an accounting for the funds which include the date of the time off and the nature of what the time off was utilized for. Where employer “bill backs” are not possible, Accounting will arrange reimbursement of lost wages to the member minus statutory deductions, upon proof of lost wages being provided. Current policies and accounting practices will be utilized.

Before any Local can access the fund, the Local’s trustee audit reports may not be up-to-date, however, not be arrears. There will be no retroactive payments from the fund.

The fund will provide a minimum of one day per year for any Local that has a maximum entitlement that is less than the cost of lost wages for one day, by topping up that entitlement.

The Local Time Off Fund shall not be utilized for Locals to send alternates or observers to Central Union functions including conventions, conferences and Divisional meetings. For clarity the fund cannot be used for attendance at Regional educational or sectoral meetings.

4. Awards: Best Local Newsletter

Effective Dates: 1. March 1-3, 1994 [B]);
 2. August 30-September 2, 1993 [B22]

Application: OPSEU/SEFPO-wide

Related: communication, information-sharing

1. INFO

OPSEU/SEFPO's newsletter awards structure has been redesigned according to the proposal of Informed Bulletins for OPSEU/SEFPO (INFO) and the awards will be administered through INFO and presented at the annual Editors' Weekend.

OPSEU/SEFPO's Locals will be divided into three categories for awards. Within each circulation category, there will be a number of awards, to be reviewed annually.

These awards will be judged by someone from outside OPSEU/SEFPO, who has an understanding of journalism and labour issues and who has a reputation and credibility that members will respect. The judge will present the awards at the Editors' Conference.

INFO is requested to produce a daily bulletin at OPSEU/SEFPO's Annual Convention with OPSEU/SEFPO covering the cost of paper to produce the bulletin.

2. Editors Weekend

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

Newsletter courses will be offered at least once each year at a weekend educational in each Region, if possible.

5. Banking and Accounts

Effective Date: [Embedded below]

Application: Local Executives, First Vice-President/Treasurer

Related: banking

General

Local Executive Committees are advised that they may conduct their banking with whatever chartered bank, trust company or credit union they regard as most suited to their interests.

All accounts will be opened in the name of OPSEU/SEFPO Local XYZ and authorized by the First Vice-President/Treasurer.

The Locals will notify the First Vice-President/Treasurer by completing either the new Local bank account form or Signatory Changes to Existing Account form.

The five (5) signing Officers of an OPSEU/SEFPO Local bank account shall be the Treasurer or Secretary-Treasurer and one or more of the following: Local President, Vice-President, Secretary or Chief Steward with two signatures required on all cheques or withdrawals, and that bank statements be sent to the Local Treasurer.

(June 18-19, 2014 [B7], May 7-9, 2015 [C])

Local Executive Committees are advised that they may conduct their banking with whatever chartered bank, trust company or credit union they regard as most suited to their interests.

(September 21-22, 1979 [B20])

All accounts will be opened in the name of OPSEU/SEFPO.

(September 21-22, 1979 [B20])

Locals' Savings Accounts

1. R1 All accounts opened shall be opened in the name of:

Ontario Public Service Employees Union

Local XYZ

Savings Account

2. OPSEU/SEFPO Head Office will be notified of the address and account number of all savings accounts opened by Locals. Such notification will be sent to the First Vice-President/Treasurer.
3. There must be two co signers for the savings account.
4. The Local membership must approve the opening of the savings account, and be advised of all transactions to that account.
5. The savings accounts shall only be allowed to have direct deposits from the current account and direct returns to the current account and no further transactions except for interest deposits.

(April 27-28, 1979 [B17-18], September 21-22, 1979 [B24])

6. Financial Support for Locals

Effective Dates: [Embedded below]

Application: Locals

Related: communication, funds, information-sharing, tuition

Communications Incentive Fund Rebate

The Local communications incentive fund rebate is a special fund to help Locals set up one reliable and secure email and internet link for union business. A one-time grant of \$500 per Local is an incentive to purchase equipment and an internet connection and go online. Any Local President can apply for the rebate, limit one per Local. Priority will be given to Locals that do not yet have a secure internet connection.

To qualify for the incentive rebate you will need to:

1. Set up a computer and an Internet connection that gives you a secure email address where you can communicate union business
2. Submit a claim along with proof-of-purchase receipts totalling \$500 or more and your secure email address.

A request from a Local for a Local communication funding will be reviewed using the assistance of TARs information and previous assistance requests. Such requests must be forwarded to the First Vice-President/Treasurer for approval.

See Form on OPSEU/SEFPO website: <https://OPSEU.org>.

(April 18, 2018 [B])

Special Assistance (Locals)

In granting special assistance to Locals the following regulations shall apply:

- Requests for special assistance shall be made in writing to the First Vice-President/Treasurer.
- Special Assistance shall be to a maximum of \$1,000 annually.

(June 11-12, 2008 [B12])

Special assistance may only be given to a Local once during a year.

In approving any requests for special assistance, the following criteria shall apply:

- Assistance for newly chartered Locals (e.g., BPS) awaiting their first contract. Assistance could be provided for as long as it takes to receive their first Local rebate.
- Assistance to help an established Local service a new unit which is attached to it, while awaiting first payment of Local rebates on behalf of the new members.
- Tuition fees payable by the Local for members attending week long and two week educationals.
- Assistance for geographically spread out Locals re travel to meetings and distribution of literature by Stewards.
- Assistance with cost of halls for membership meetings where a Regional Office is not available.
- Assistance for the production and distribution of Local newsletters.
- Any other worthy and acceptable trade union purpose whose cost is over and above the normal cost of operating the Local.

All requests for assistance would have to be fully justified by the Local in terms of purpose and evidence of financial need. The decision as to whether to provide such assistance, in whole or in part, would be made in accordance with the above criteria.

Requests for special assistance to Locals, along with an audited report, will be decided by the Officers.

(August 21-22, 1980 [B29-31], July 6-7, 1987 [B20], September 17-18, 1987 [B4], December 7-9, 1993 [B11])

Start-up Funds (Locals)

Start-up funds will be made available for newly chartered Locals (e.g., BPS) waiting for their first contract. Assistance could be provided for as long as it takes to receive their first Local rebate.

The following regulations should apply:

- A request for start-up funds shall be made by the Regional Supervisor, on behalf of the Local, in writing to the First Vice-President/Treasurer's office. With copies to their Administrator.

(December 12, 2018 [B])

- Start-up funds shall be a one-time payment of \$2,500.

(November 21-22, 2018 [B], February 26-27, 2014 [B5])

7. Media – Public Statements by Locals

Effective Dates: October 27, 1973 [B19]

Application: Locals, President, First Vice-President/Treasurer

Related: communication

Any and all public statements (by Locals) involving the union must be cleared through the Office of the President or First Vice-President/Treasurer at Head Office.

8. Minutes of Local Meetings

Effective Dates: 1. February 23-24, 1979 [B22];
 2. May 7-9, 2015 [C]

Application: Locals, Regions

Related: communication, information-sharing

1. Submission of Minutes

Each Local is requested to submit minutes of its general meetings to its respective Regional Office.

2. Communication of Minutes

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

9. Charge-Backs to Locals

Effective Dates: August 23-24, 1979 [B19]

Application: Locals

Related: expenditures

Locals will be charged back for all postage costs that are mailed by Head Office or Regional Offices.

10. Trustees' Audit Reports Spending Authority

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

Application: Local Executive Committee

Related: expenditure, budget, audit
Constitution, Article 29

1. A duly constituted LEC has the power to spend Local monies for legitimate trade union purposes. Such expenditures must be reported to the membership at the next regular meeting.
2. An LEC must prepare and present a budget to the membership. If this budget is approved then any expenditures outside the budget must be duly noted as such and reported to the membership at the next regular meeting.
3. In the absence of by-laws to the contrary, an LEC may spend monies in excess of the budget or in the absence of a budget. However, a Local may adopt by-laws restricting the LEC to expenditures within the budget and requiring explicit prior approval for expenditures outside the budget.
4. If an LEC fails to prepare a budget it may still spend monies unless there are by-laws to the contrary. However, the failure to submit a budget could lead to union charges or trusteeship. The initiative for such measures rests with the membership. Similarly, violations of Local by-laws may lead to union charges or trusteeship.
5. Accountability to the membership for expenditure is clearly required of the LEC, especially if no budget has been submitted. This is assured as well by Article 29.6.2, which requires that the membership elect Trustees, who must examine the books and report to the first General Membership Meeting following each six month audit of the Local's books. The membership has the prerogative of filing charges or requesting trusteeship if a Trustee's report indicates improper handling of the Local's funds.

11. Trustees' Audit Report Forms

Effective Dates:	[Embedded below]
Application:	Locals, Trustees
Related:	audit, financial Constitution, Article 29

Locals with their Trustee Audit Report's (TARs) in arrears will only be credited up to 36 months.

(November 16-18, 2011 [B33])

The Trustees' certificate of the Locals shall be submitted to Head Office for six month periods ending June 30 and December 31 of each year.

(December 14-15, 1979 [B20]; amended August 25, 1983 [B4])

A Local which is delinquent in filing its Trustees' certificate will be notified by registered mail.

(February 21-22, 1980 [B10])

The Trustees' Audit Report [form](#), which is to be submitted at the end of the six month periods ending December 31 and June 30 of each year, including Schedules 'A' and 'B' is the report form designated under Section 29.6.2 of the Constitution. Schedules 'A' and 'B' are provided to assist the Local Trustees in making their report to the Executive of the Local and must be forwarded to Head Office with each audit report that is required to be submitted to Head Office.

(July 17-18, 1980 [B1]; August 25, 1983 [B4]; December 4-5, 1986 [B5])

A list of Locals who have not submitted their Trustee Audit reports will be published and included in the Convention kit.

(October 19-20, 1994 [B9])

Locals may choose to scan their TARs, as well any attachments and submit electronic copies to their staff representatives for review and signature. Locals submitting TAR's via electronic copies will also copy the First Vice-President Treasurer's office and may also wish to copy the Regional Office Secretary.

(June 14, 2017 [B12])

12. Guidelines for Completing the Trustees' Audit Report

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

Application: Locals, Trustees

Related: audit, Trustee
Constitution, Article 29

The Trustees' Audit Report shall be prepared in duplicate.

- One copy to be forwarded to Head Office
- One copy to be forwarded to the Secretary/Treasurer of the Local for the Local's records

The Trustees' Audit Report must be completed every six months as per Article 29.6.2 of the Constitution.

The reporting dates will be "for six month periods ending June 30 and December 31 of each year".

Head Office will assist any Local that requests financial advice.

13. Changes to Locals

13.1 Assignment of BPS Units to BPS Locals

Effective Dates: April 15-17, 1993 [C]

Application: Locals, Broader Public Sector, Regions

Related: audit, Trustees, locals
Constitution, Article 29

Where feasible, BPS Units be reassigned to BPS Locals within their respective Regions, or that new BPS Locals be created there.

13.2 Creation of New Locals

Effective Dates:	1. January 25-26, 1979 [B7-9], October 26-27, 1978 [B18], November 22-23, 1980 [B4-6]); 2. October 21-22, 2003 [B7]
Application:	Locals, Executive Board, Members
Related:	audit, Trustees, locals Constitution, Article 29

In Areas of Existing Membership, Dissolution of Locals, Mergers, Transfers and Division of Locals:

1. Recommendation

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

2. Criteria

The OPSEU/SEFPO Executive Board will not consider the creation of new Locals with fewer than 100 members except in exceptional circumstances.

13.3 Procedures for the Establishment and Dissolution of Locals

Effective Dates: January 25-26, 1979 [B7-9], October 26-27, 1978 [B], December 9-10, 1982 [B23]

Application: Executive Board, Locals

Related: locals
Constitution, Article 12

The constitutional authority for the establishment of new Locals rests with the Executive Board, and such authority can be found in Article 12.6.2 where it is stated "The Board shall establish Units, charter Locals and define regional boundaries within the union's jurisdiction."

New Local is Created as a Result of An Organizing Drive:

Where a new Local is created as a result of a successful organizing drive, a description of the Local and its nature is found on the statement of certification.

- The Supervisor of Organizing shall notify the appropriate Executive Assistant of a successful certification and provide them with a description of the Local.
- The Executive Assistant will then notify the President and seek permission to assign a number to the Local.
- The President will then present this matter to the Board for their approval.

Creation of New Locals in Areas of OPSEU/SEFPO's Existing Membership:

The Staff Reps will be assigned to investigate and report their findings on the necessity for the creation of such a new Local.

- They will present their findings to a meeting of their Regional EBMs.
- At the meeting a final recommendation for the Executive Board's consideration will be developed.

Dissolution of a Local:

Before it is recommended that a Local be dissolved, the Staff Rep should have explored all avenues and made every attempt to activate the Local.

They should also have enlisted the support of the Executive Board Members to reactivate the Local.

Upon reaching a decision to recommend dissolution, the Rep should present to a meeting of the Executive Board Members in their Region a recommendation detailing:

- the history of the problems in that Local;

- the specifics of the resolution to the problem;
- the Regional Vice-President will then make a recommendation to the Executive Committee, in line with the Constitution, seeking to dissolve the Local;
- the Executive Committee's decision will be presented to the Executive Board.

It should be noted, however, that 12.4.2 of the Constitution gives only the Convention the right to revoke or suspend a charter, however, 12.4.3 does allow for a Local to voluntarily surrender its charter. Presumably if the voluntary route cannot be followed then the Board can make recommendations to the Convention.

13.4 Procedures for Division, Transfers, and Mergers of Locals

Effective Dates: 1. No date;
 2. November 22-23, 1980 [B4-6], reaffirmed June 18-20, 1981 [C];
 3. October 25, 2017 [B]

Application: Locals

Related: locals
 Convention, Article 9

1. Division of a Local

A proposal to divide a Local into two or more new Locals shall be submitted by the LEC of the existing Local and shall fully define the proposed jurisdictions of the proposed new Locals. Such proposals must also indicate concretely how such a Division will significantly improve the representation and servicing of our members.

A proposal to divide a Local must be approved by a two-thirds majority vote. Approval of a motion to divide a Local shall be obtained from among the members in attendance at a meeting duly called for the purpose of considering such motions or from among the members who cast ballots in a referendum conducted on the motions.

A proposal to divide a Local shall be discussed with the Regional Staff and conveyed to the President by the Regional Vice-President. After discussion with the Regional Vice-President, the President shall present a recommendation to the Executive Committee which shall make a recommendation to the Executive Board.

2. Transfer of Members from One Local to Another

The following procedures apply only when a change in workplace or location has taken place:

- A workplace means the place at which a job is normally performed and if this concept is not applicable then workplace refers to the place from which managerial direction is received.
- When an employer geographically relocates part of its operations and the members of one Local have their workplace changed, then they shall be transferred to another Local provided that the Local to which transfer is deemed appropriate is reasonably and normally identified with the members' new work location and the Local from which the members are being transferred is not so identified.

Article 9.3 does not apply to these circumstances. Article 9.3 applies only to Locals which are exchanging, or otherwise altering their jurisdictions. It has no applicability under these circumstances since the

physical change in work location entails an automatic loss of jurisdiction of one Local and an automatic gain in jurisdiction by another Local.

All jurisdictional disputes will be settled by the Executive Board upon the recommendation of the Executive Committee.

The following procedures apply when there is no change in work location related to the proposal to transfer members from one Local to another;

- Two-thirds of the members to be transferred must approve the proposed transfer either at a meeting or in a referendum;
- Two-thirds of the membership of the Local losing the members must also approve the proposed transfer either at a meeting or in a referendum;
- Two-thirds of the members of the Local gaining members must also approve the proposed transfer either at a meeting or in a referendum;
- Signed notice of such approvals shall be conveyed to the Regional Vice-President by the LECs concerned;
- A proposal to so transfer members shall be discussed with the Regional Staff Representative and conveyed to the President by the Regional Vice-President. After discussion with the Regional Vice-President, the President shall present a recommendation to the Executive Committee which shall make a recommendation to the Executive Board.

3. Mergers of Locals

The following procedures apply when there is a merger of two (2) or more Locals;

- Two-thirds of the members in each Local must approve the proposed merger either at their separate meetings or in a separate referendum;
- Signed notice of such approvals shall be conveyed to the Regional Vice-President by the LECs concerned;
- A proposal to merge these members shall be discussed with the Regional Staff Representative and conveyed to the President by the Regional Vice-President. After discussion with the Regional Vice-President, the President shall present a recommendation to the Executive Committee which shall make a recommendation to the Executive Board.

14. Dues Rebates: Criteria

Effective Dates: 1. June 18 20, 1981 [C];
 2. April 15-17, 1993 [C]

Application: Locals

Related: dues
 Constitution, Article 10

1. Based on Dues Payers, Not Members

The rebate to Locals will be based upon the total number of dues paying members within the Local bargaining unit and not just on the number of union members therein.

2. No Deductions Without Consultation

No deduction from Local rebates will be made without prior consultation with the Local Treasurer.

15. Dues Rebates: Requirements, Calculation, and Payment

Effective Dates: 1. March 28-29, 1980 [B36];
 2. November 21-22, 2018 [B], June 18-19, 2014 [B3], and October 23, 2013 [B5];
 3. October 25, 2017 [B]

Application: Locals

Related: dues
 Constitution, Article 10

1. Requirements

The requirements which a Local must meet in order to qualify for automatic receipt of its quarterly rebate are as follows:

- Have the minimum three Officers including a Treasurer or Secretary-Treasurer, and
- Have a bank account.

2. Rebate – Calculation

Local rebates will be calculated as follows: \$31 per member for the first 50 members and \$14 per member for the remaining members, with a minimum rebate of \$1,000 quarterly.

Locals utilizing 650/750 book-offs will have their Local rebates reduced by ten per cent (10%) of wages and benefits covered by OPSEU/SEFPO. Locals that have negotiated a ten per cent or greater percentage of payment, toward a full-time book-off, will not have their rebates reduced in regards to the full-time book-off.

3. Rebate – Payment

Rebates are paid quarterly on the first of January, April, July and October. The payment will be processed around the middle of the month and is based on the total number of dues payers recorded for the previous quarter.

16. Trusteeship

Effective Dates:	1. December 5-6, 2007 [B23]; 2. April 14-16, 2016 [C12]; 3. May 14-15, 2003 [B3]; 4. Appendices
Purpose:	Locals, Executive Board, Executive Committee, President
Related:	dues, Trustees Constitution, Article 4, 13, 16, 17, 18, 29

The Constitution contains broad provisions giving the OPSEU/SEFPO Executive Board and the OPSEU/SEFPO Executive Committee the authority to impose trusteeship on any subsidiary body of the organization. Until the early 1990s, these provisions were not tested. Now, as a result of the growth of the union, these provisions have been used on a few occasions. So far, the Board has done so on an ad hoc basis, which has led to questions about the process leading to trusteeship, the mandate of Trustees and the effect of trusteeship on a subsidiary body, and the process for lifting trusteeship.

The drafters of the Constitution deliberately wrote general trusteeship provisions, recognizing that many different situations could give rise to trusteeship, and that the Board needed the authority to tailor the trusteeship to the particular situation. The purpose of these guidelines is

- a. To use our experience to ensure fairness in the imposition and lifting of trusteeship and
- b. To assist the Board in determining the mandate and authority of Trustees.

1. Imposition of Trusteeship

1.1 Any evidence alleging that a subsidiary organization of the union (as defined in Article 2.2):

- “is acting or planning to act contrary to this Constitution or the principles and policies of the union; or
 - “is being led or substantially influenced by corrupt or criminal persons; or
 - “is suffering from grossly incompetent or wilfully neglectful leadership; or
 - “is unable to exercise its responsibilities under this Constitution because of its proportion of strikebreakers” must be produced in writing and forwarded as quickly as possible, by hand, mail, fax or other electronic means to the President.
-
- The President shall decide whether the evidence discloses an urgent situation requiring action by the Executive Committee under Art. 16.9.3. (Time permitting, the President will normally discuss

this with the Regional Vice-President.) If so, they shall consult the Executive Committee at its regular meeting or by poll.

- The Executive Committee shall decide by majority vote whether or not to impose a trusteeship based solely on the evidence presented, in which case the Officers of the subsidiary body shall be notified immediately, in writing, of the imposition of the trusteeship and the name of the Trustee.
- If the Executive Committee decides further investigation is needed in order to make a decision on trusteeship, they have no further power to act in the matter. The President may communicate the results of further investigation to the Board, which may decide to impose a trusteeship (Arts. 16.9.1 and 16.9.2).
- A trusteeship imposed by the Executive Committee may not exceed 30 days (Art. 16.9.3) and the Board must confirm or rescind the Executive Committee's action within that period (Art. 16.9.4). The President shall, if necessary, call a special or emergency meeting of the Board within the 30-day period, and shall give the affected body at least the minimum required 7-day notice of the date and place of the Board meeting (Art. 16.9.4).
- If the President decides the situation is not so urgent as to require action by the Executive Committee under Art. 16.9.3, they may place the evidence before the next Board meeting. The Board has the authority to initiate the investigation of any evidence, whether the President has placed the matter before it or not (Art. 16.9.1).
- Before the Board votes on a motion to place a subsidiary body under trusteeship, it shall give the Officers of that body notice and a reasonable opportunity to present their cases (Art. 16.9.1).
- A trusteeship imposed by the Board, or imposed by the Executive Committee and confirmed by the Board, must contain a specific term, which may not exceed six months from the time of the Board's decision, unless the Board decides, within that period, to renew the trusteeship for a further specific period (Arts. 16.9.2 and 16.9.4). The Constitution does not require the Board to invite representations from the affected body during such review. Section 89 of the *Labour Relations Act* limits trusteeships to 12 months, except with the consent of the Ontario Labour Relations Board.
- The Trustee shall report to the Executive Committee through the President's Office (Arts. 16.9.6 and 18.1.5). The President may assign this responsibility to another Officer.
- The President's Office shall be responsible for reporting the trusteeship of a Local to the Ontario Labour Relations Board as provided in S.89 of the Labour Relations Act.
- If a Local is put into trusteeship a letter will be sent to the Local's membership informing them of the trusteeship, why it happened and whom they can contact for further information.

2. Conduct of Trusteeship

The Board may specify Terms of Reference for the Trustee – these may be general or be limited to those actions required to overcome or correct the problem that has led to trusteeship – and may also specify conditions for lifting of the trusteeship.

Generally, a Trustee has three duties:

1. To uphold the Constitution and policies of the union, as decided by the Convention and the Executive Board;
2. To address and find resolution to the specific issues that give rise to the trusteeship; and
3. To ensure that members of the bargaining unit continue to have access to the statutory benefits of union representation.

“The trusteeship may be exercised by any person authorized by the Board.” (Art. 16.9.2) The nature of the situation will normally determine whether the Trustee should or should not be a member of the subsidiary body itself. For example, if the evidence shows that a Local Treasurer is misappropriating funds, it may be sufficient to appoint the Local President as Trustee.

The Trustee should be an experienced person who will be able to correct the problems that have led to the trusteeship. It is preferable that the Trustee should be a person familiar with the collective agreement governing the body under trusteeship. In selecting the Trustee, the Board should bear in mind that trusteeships require a significant amount of work, which will likely lead to the Trustee taking time off their regular job to carry out their duties.

Because of the distinction OPSEU/SEFPO makes between the role of staff and the role of members, staff will not be appointed as Trustee. However, Staff Reps assigned to Locals remain the agent of the exclusive bargaining agent while the Local is in trusteeship, and can assist the Trustee in dealing with issues that the Local would normally consult the Staff Rep about.

- Where it is necessary to appoint an interim Trustee while selecting an appropriate person, the Regional Vice-President should be appointed.
- Individual members of a body under trusteeship retain all their rights as members in good standing (unless specifically deprived of those rights under Art. 16.10 or Art. 6.3(d) or (e)). In considering situations where trusteeship is imposed as a result of violations of the harassment/discrimination policy or raiding, the Board may also wish to consider suspending members’ good standing at the same time.
- Scheduled Local elections shall be suspended during the trusteeship. All elected or appointed officials of the body under trusteeship (including previously-elected Delegates to Central Union meetings and Delegates to Area Council or District Labour Council) are suspended from office effective on the date the Board or Executive Committee imposes trusteeship.
- Members in good standing of a body under trusteeship who have been elected members of provincial bodies of the union at a duly constituted meeting retain their membership in those bodies (e.g., Executive Board, Executive Committee, Indigenous Circle, Francophone Caucus,

PHRC, PWC, PYWC, Convention Committees, Division Executives, Provincial Bargaining Teams, etc.), unless those bodies are themselves under trusteeship.

- To “conduct the affairs of the subsidiary organization” and “carry out the duties which would otherwise devolve upon Officers of the subsidiary organization” (Art. 16.9.6), the Trustee shall maintain representation for the members of the body under trusteeship that is consistent with the union’s duty of fair representation (this may include, for example, ERC or Labour-Management committee meetings, grievance meetings, Local negotiations, health and safety meetings, etc).
- The Trustee may, consistent with their constitutional authority (and any Terms of Reference), and subject to the supervision of the President, appoint such persons, (including members of the body under trusteeship) as They sees fit to assist in carrying out the affairs of the subsidiary body during the period of trusteeship.
- The Trustee shall “call meetings of the membership in the normal manner and keep them informed of the details concerning the trusteeship.” (Art. 16.9.6) This should include explaining the authority and mandate of the Trustee as developed in these guidelines.
- The Trustee is not bound by decisions made by the members at general membership meetings with respect to the day-to-day conduct of the body under trusteeship.
- Where the trusteeship overlaps with a Convention period, divisionals, regional meetings or other delegated meeting to which the subsidiary body would normally send Delegates, the Trustee shall be the Delegate of the body under trusteeship.
- The Trustee shall not have the authority to conclude any agreements with the employer without the express consent of the bargaining agent, which consent will only be given on a case-by-case basis. Where the period of trusteeship overlaps with collective bargaining, employees in the bargaining unit retain their right to participate in strike and ratification votes as provided in the Constitution and the Labour Relations Act.
- Upon appointment, the Trustee shall forthwith notify any financial institution holding the subsidiary body's funds, and shall take all necessary steps to obtain signing authority over such funds, unless this has already been done. The First Vice-President/Treasurer and the Administrator of Operational Services shall provide any assistance required. If two signatures are required, the First Vice-President/Treasurer or the Regional Vice-President shall be one of the signing Officers along with the Trustee.
- The Trustee will normally conclude the period of trusteeship with a report to the Executive Committee and to the general membership of the body under trusteeship.
- When the trusteeship is lifted, any postponed elections shall be held for the balance of the term of office.
- The Trustee will not ordinarily be remunerated. Trustee expenses (time off, travel, meals, etc.) will be paid by OPSEU/SEFPO – administered by the First Vice-President/Treasurer. Other expenses associated with the trusteeship – legal advice, audits, etc. – shall be authorized in advance by the First Vice-President/Treasurer.

3. Convention Discussion of Trusteeship

A body placed under trusteeship “shall have the right to have the matter placed on the agenda of the next Convention.” (Art. 16.9.5)

The Executive Board determines the order of business for Convention, subject to Convention approval; and the order of business shall “contain those items specified in other Articles in this Constitution.” (Art. 13.10)

When a body notifies the Executive Board that it wishes to have its trusteeship on the Convention agenda, the Board will set aside time for Convention to discuss this question.

The discussion on any trusteeship will begin with a presentation from the body under trusteeship and from the Executive Board.

To facilitate the discussion, the Executive Committee will require each Trustee to report to it in writing (and in person if necessary) on issues related to the trusteeship at its meeting immediately preceding Convention.

Appendix 1 – *Labour Relations Act* Provisions

Trusteeship Over Local Unions

89. (1) A provincial, national or international trade union that assumes supervision or control over a subordinate trade union, whereby the autonomy of such subordinate trade union, under the Constitution or by-laws of the provincial, national or international trade union is suspended, shall, within 60 days after it has assumed supervision or control over the subordinate trade union, file with the Board a statement in the prescribed form, verified by the affidavit of its principal Officers, setting out the terms under which supervision or control is to be exercised and it shall, upon the direction of the Board, file such additional information concerning such supervision and control as the Minister may from time to time require.

Duration of Trusteeship

89. (2) Where a provincial, national or international trade union has assumed supervision or control over a subordinate trade union, such supervision or control shall not continue for more than 12 months from the date of such assumption, but such supervision or control may be continued for a further period of 12 months with the consent of the Board. (1995, c. 1, Sched. A, s. 89.)

Appendix 2 – Constitutional Provisions

16.9.1 Where evidence has been produced leading to a reasonable belief that any subsidiary organization: (a) is acting or planning to act contrary to this Constitution or to the principles and policies of the union; or (b) is being led or substantially influenced by corrupt or criminal persons; or (c) is suffering from grossly incompetent or wilfully neglectful leadership; or (d) is unable to exercise its responsibilities under this Constitution because of its proportion of strike-breakers, the Board shall have the power to investigate the situation in any manner and by any person or committee it may duly

authorize, provided, however, that the persons or bodies being investigated are notified of the Board's actions and are given a fair opportunity to present their cases.

16.9.2 Where investigation substantiates the original evidence, the Board shall have the authority, upon a two-thirds vote, to place the subsidiary organization in question under trusteeship. The period of trusteeship may not exceed six months without a review and renewal of the Board's decision by a similar two-thirds vote. The trusteeship may be exercised by any person authorized by the Board.

16.9.3 Where the President obtains evidence in accordance with Article 16.9.1 but believes investigative or corrective action is necessary before a Board meeting can be convened and an investigation completed, they shall have the authority to place the evidence before the Executive Committee which shall, in turn, have the authority to impose a trusteeship, solely on the basis of the evidence presented, for a period not to exceed thirty (30) days. Where such action is taken by the committee, the Officers of the subsidiary body concerned shall be notified immediately.

16.9.4 The Board shall have the authority to confirm or rescind the action of the Executive Committee. If the imposition of the trusteeship is confirmed, the Board shall be obligated to establish a time limitation in accordance with Article 16.9.2. If the Board does not confirm the imposition of the trusteeship, the Trustee shall be withdrawn and shall turn back to the body concerned all normal rights and duties under this Constitution. In any event, before the Board may act to confirm or annul the decision of the Executive Committee on the imposition of a trusteeship, it shall give at least seven days' notice to the body concerned of the time and place when the trusteeship question will be discussed. The persons or body concerned shall be given a reasonable opportunity to make representations at the said meeting of the Executive Board.

16.9.5 Whenever a trusteeship is imposed, the body placed under trusteeship shall have the right to have the matter placed on the agenda of the next Convention, whether special or regular, of the union.

16.9.6 A Trustee shall have the full authority to conduct the affairs of the subsidiary organization, to receive or disburse its funds, and in general to carry out the duties which would otherwise devolve upon Officers of the subsidiary organization, provided that disbursements of funds by the Trustee shall be confined to the regular and necessary business of the organization and shall not be made for any other purpose; and provided further that the funds and other assets of the organization shall be and remain its property. The Trustee shall also call meetings of the membership in the normal manner and keep them informed of the details concerning the trusteeship. The Trustee shall be responsible to and shall regularly report to the Executive Committee.

Appendix 3 – Presidential Interpretation

(Jan. 27-28, 1999 [EB])

A constitutional interpretation issue has been raised at the Officers, and also by a member of a MERC team. I have interpreted the Constitution as provided under Art. 17.3, and am informing the Executive Board of my interpretation.

I have been asked whether advocating decertification of the union, or advocating support for another union in the context of a representation vote, would constitute grounds for imposing trusteeship on a Local.

Article 16.9 provides:

Trusteeship

16.9.1 Where evidence has been produced leading to a reasonable belief that any subsidiary organization: (a) is acting or planning to act contrary to this Constitution or to the principles and policies of the union; or (b) is being led or substantially influenced by corrupt or criminal persons; or (c) is suffering from grossly incompetent or wilfully neglectful leadership; or (d) is unable to exercise its responsibilities under this Constitution because of its proportion of strike-breakers, the Board shall have the power to investigate the situation in any manner and by any person or committee it may duly authorize, provided, however, that the persons or bodies being investigated are notified of the Board's actions and are given a fair opportunity to present their cases.

16.9.2 Where investigation substantiates the original evidence, the Board shall have the authority, upon a two-thirds vote, to place the subsidiary organization in question under trusteeship. The period of trusteeship may not exceed six months without a review and renewal of the Board's decision by a similar two-thirds vote. The trusteeship may be exercised by any person authorized by the Board.

Three of the four criteria contained in the Constitution might apply to this situation:

- acting or planning to act contrary to the Constitution or to the principles and policies of the union
- being led or substantially influenced by corrupt or criminal persons, or
- suffering from grossly incompetent or wilfully neglectful leadership.

Acting contrary to the Constitution or to the principles and policies of the union:

The principles of the union are set out in the Constitution, in Article 4 and elsewhere. The policies are elaborated in the Policy Manual.

Article 4 provides, among other things, that the aims and purposes of the union include:

- To organize, sign to membership, and represent employees in Ontario;
- To advance the common interests, economic, social and political, of the Members and of all public employees, wherever possible, by all appropriate means;

These principles are a reflection of the most fundamental union principle of all: a union is, and should be an organization of all the workers, representing all the workers, and controlled by all the workers, and that it should be the exclusive bargaining agent for its members.

In labour relations, decertifying members from the union means depriving them of the right to be represented by the union, leaving them without representation and without union rights in dealing with their employer. The Constitution lists this as one of the purposes of the union, but it is in first place on the

list, and for very good reason. Morally, representing our members, all our members, is the purpose of the union. Decertifying defeats that purpose completely.

Any attempt to weaken these principles by advocating decertification, or by promoting representation by another union, is therefore acting contrary to the Constitution, and would by itself constitute grounds for trusteeship.

Being led or substantially influenced by corrupt or criminal persons:

Obviously, leaders who advocate decertification or support a raid are not “criminal” in the ordinary meaning of the word – it may be a crime against the union, and against their members, but it does not violate the Criminal Code of Canada. The question is, are they “corrupt?” Corruption is usually understood to involve misuse of funds, as, for example, in the buying and selling of political favours (influence peddling). Personal gain is often involved.

The Constitution again provides guidance with respect to subsidiary bodies such as Locals and divisions, in Art. 29.10.1, which provides:

All funds of Locals shall be used only for legitimate trade union purposes.

Considering the purposes of the union already cited from Art. 4, it is clear that using the funds of a subsidiary organization to support decertification or promote representation by another union is not a legitimate trade union purpose. Any subsidiary body that does so is in violation of the Constitution, and any leader of a subsidiary body who does so is, in union terms, misusing the members’ funds for morally indefensible purposes. That is, they are corrupt.

Suffering from grossly incompetent or wilfully neglectful leadership:

All Local Officers must swear an oath before taking office – the same oath that members-elect of the Executive Board must swear:

I, _____, promise that I will uphold and obey the Constitution and duly authorized policies of the Ontario Public Service Employees union, fulfil the obligations and responsibilities of my office to the best of my ability, and promptly deliver to my successor all monies, records, and other property of the union in my possession at the close of my term in office.”

It is clear that the drafters of the Constitution, and the members who adopted it, thought that upholding the Constitution itself was the most fundamental duty of a union Officer. To their minds, nothing was more important. I agree. If a union’s integrity as the exclusive bargaining agent for all its members is undermined, then that union’s ability to protect its members in bargaining, grievances, campaigns, lobbying, and in hundreds of other ways is also undermined.

This is what employers seek to do: our negotiators and Staff Reps frequently hear employers telling them that the union does not “really” speak for its members, that the employer knows better than we do what the members want, need, or will settle for. Think for example of the last OPS strike, where the government thought it knew what our members wanted and tried repeatedly to bargain with them

directly, through government propaganda and the media. Fortunately our members were smarter than their employer – they understood the fundamental union principle at stake.

In this context, it is my conclusion that if the leadership of a subsidiary body supports decertification or promotes representation by another union, they are wilfully neglecting the most fundamental part of their duties, that is, to uphold and obey the Constitution and policies of the union. This would also be grounds for trusteeship.

In summary, then, my interpretation of the Constitution is as follows:

1. A subsidiary body advocating decertification, or promoting representation by another union, is “acting or planning to act contrary to the Constitution,” and this would constitute grounds for trusteeship.
2. Using the funds of a subsidiary organization to support decertification or promote representation by another union is not a “legitimate trade union purpose.” Any subsidiary organization that does so is in violation of the Constitution, and any leader of a subsidiary body who does so is, in union terms, corrupt. These would constitute grounds for trusteeship.
3. If the leadership of a subsidiary body supports decertification or promotes representation by another union, they are wilfully neglecting the most fundamental part of their duties, that is, to uphold and obey the Constitution and policies of the union. This would also be grounds for trusteeship.

(May 14, 2003 [B3])

2.12 Membership (General)

1. Membership Applications, Cards, and Verification

Effective Dates:	[Embedded below]
Application:	Membership, Regional Office,
Related:	leaves, members Constitution, Article 16

1. Applications

1. All membership applications will be directed to the Regional Office that covers the new member's address.
2. The Regional Office in conjunction with the assigned Staff Rep should check all data information sections for being properly completed, signed where indicated, check that the new member is assigned to the right Local and follow up on any correction or incomplete parts as required.
3. A scanned application is to be forwarded to Head Office, one copy to the Local, and one copy plus a letter welcoming the member and any available promotional material for new members to the applicant; maintain original at the Regional Office for a period of one year. The Regional Office should follow up if new members do not show up in future print outs.
4. (October 19-20, 2016 [B19]) All versions of the membership application, including on the portal, have the option for members to input their preferred name and pronouns.

(January 28-29, 2025 [25])

5. The Regional Office is to keep a complete and up-to-date membership list, covering their Service Area, broken down by Locals, and each Local should submit an up-to-date list each quarter to the Regional Office.

(January 23-24, 1976 [B9], September 16-17, 2009 [B13])

2. Cards

The union will have a permanent membership card as outlined in the report with the exception of the inclusion of SIN number and expiry date.

(December 14-15, 1979 [B17])

3. Verification of Members

A regular member or paying non-member whose name does not appear on the lists of dues paying employees shall be designated as on leave status.

A regular member or paying non-member whose status remains "unverified" for more than twelve (12) consecutive months shall be inactivated from our membership records.

"On leave" regular members or paying non-members shall be identified as such on Local membership lists sent to Local executives, who shall be made aware of the policy contained in this set of proposals.

No membership card shall be issued to an "on leave" regular member.

"On leave" regular members shall be omitted from calculations involving rebates and Delegate entitlements.

By use of computer coding already developed, "on leave" status would be changed to "paying" upon receipt of information showing that the employee is:

Casual, seasonal, unclassified, etc. and paying dues (such employees are not shown on the government list);

- An honorary (life) member;
- In withdrawal status;
- Paying dues direct to OPSEU/SEFPO; or
- Re-included on the employer list.

(October 19-20, 2016 [B22], January 19-21, 1977 [B2], February 23-24, 1979 [B16])

2. Lists

Effective Dates:	[Embedded below]
Application:	Membership, Committees, Executive Officers
Related:	leaves, information-sharing, committees, Constituion, Article 16

Committees

The Executive Board will receive a list of members that are appointed to committees, including their Local number and, whenever any changes occur a new list will be presented to the Executive Board.

(November 9-10, 2004 [C13])

Labelling Service – Convention Delegates

Declared candidates for the offices of President and Vice-President shall be allowed by Head Office to use the labelling service to contact Delegates and the cost to be borne by the candidates.

(May 25-26, 1978 [B31])

Declared candidates for the offices of President and Vice-President, following the election of Regional Executive Board Members, will be given a list of the names and addresses of registered Delegates to the Convention.

(October 31, 1984 [B4])

Local's Officers and Stewards

The list of each Local's Officers and Stewards, together with work locations and telephone numbers, will be made available to the President/Local Treasurer of each Local and if authorized by the Officers and Stewards, their residence telephone number.

(January 23-24, 2019 [B30], April 15-17, 1993 [C])

An electronic copy of the membership lists including contact information will be provided to all Local Presidents/Local Treasurers.

(January 23-24, 2019 [B30], June 15-16, 2016 [B])

OPSEU/SEFPO make the “999” list available to Local President’s with OPS components so that they may go to locations within their Locals that do not have Stewards on site to sign up members into a Local.

(June 10, 2013 [B10])

OPSEU/SEFPO assign the 999 list be reviewed on a quarterly basis by OPSEU/SEFPO staff and that members be assigned to the appropriate Local based on current workplace assignments. OPS Unified Local Presidents will be provided a copy of this list for their Local on a quarterly basis.

(April 20-22, 2023 [C])

Mailings

The present policy on membership lists ("list" means name, address and Local number) will be amended to expand access to membership lists.

(April 15-17, 1993 [C])

The definition of "list" will be extended to include telephone numbers and email addresses where available, and that:

- All Local Presidents have a list of Presidents for their Region.
- Area Councils have a list of LECs for their Area.
- MERC Teams have lists of top ranking Officers for their ministry by Local province-wide.
- BPS and CAAT Sector Executives have lists of top ranking Officers by Locals, in their respective sector province-wide.

(October 25-27, 1995 [B8], May 15-16, 2002 [B20])

In addition to the current information available to locals, the union provides the confidential email addresses of each member, and OPSEU/SEFPO member number, on Excel and Portal lists. The union provides the locals with a way to electronically download the member data in a sortable document format like Excel on demand in addition to the quarterly lists issued by the regional offices.

(April 6-9, 2022 [C])

Broader Public Sector

The mailing list policy was amended to allow access to the BPS Medical Division membership lists by the BPS Medical Division Executive Committee and to allow access to other BPS sector membership lists by the appropriate BPS sector committees.

(April 15-17, 1993 [C])

Nominations to the Executive Board

The list of nominations for the Executive Board will be made available to the Board and to all nominees to the Board.

(April 23-25, 1976 [B3])

Presidents

Executive Board Members, the Provincial Women's Committee, the Provincial Human Rights Committee, Indigenous Circle, Provincial Francophone Committee, Provincial Young Workers Committee and Area Councils shall be entitled to a list of presidents for their specific Region.

(October 19-20, 2016 [B20], April 15-17, 1993 [C], April 28-30, 1994 [C52])

Provision to Locals

The Executive Board shall ensure that membership lists are updated and delivered to the Locals every three months.

(July 1975 [B], December 1978 [B])

Regional Delegates

The list of Regional Delegates, for their own Region, will be made available to any member nominated to the Board.

(April 23 25, 1976 [B3])

Removal of Names

After informing members of the ramifications of taking their names off the mailing list, all requests by members to have their names removed from the union's mailing list or membership rolls will be honoured.

(October 18, 1974 [B6])

Access to Members Contact Information

All OPSEU/SEFPO Local/Area Council officers, provincial committee/caucus representatives (including Retirees), and elected Divisional/Sector representatives who have agreed to the appropriate use of information direction will be able to access contact information for their constituency.

(August 24-25, 2022 [B30])

3. Accessibility and Inclusion

Effective Dates:	[Embedded below]
Application:	Members, Equity Unit
Related:	accessibility, inclusion

Members may direct any requests for accommodation to the Equity Unit. The Equity Unit will provide recommendations to the OPSEU/SEFPO Unit or Regional Office organizing the applicable union-related activity or function.

The Unit or Regional Office is responsible and accountable for providing accommodation in accordance with this policy.

It is understood that members may be required to provide information to substantiate an accommodation request. Any information provided will be kept in strict confidence within the Equity Unit.

If a member believes that an accommodation request is denied contrary to this Policy and the Code, they may contact an Advisor under the Harassment and Discrimination Prevention Policy (HDPP) who may act as the member's advocate.

The member may also contact the Unit or Regional Office responsible for the decision or the Equity Unit directly.

Members are encouraged to try to address any concerns about their accommodation request through informal discussion before filing a complaint under the HDPP.

2.13 Regional Offices

1. Establishment and Use of Regional Offices

Effective Dates: 1. November 3, 1975 [B7]);
 2. March 23-24, 1977 [B12];
 3. October 28-30, 1982 [B17]

Application: Executive Board, Regional Offices

Related: Regions

1. Establishment of Regional Offices – Prior Approval

No Regional Offices will be established without the prior approval of the Board.

2. Use of Regional Offices by Other Unions

1. The Regional Representative is to be responsible for hiring out the office for meetings.
2. The Regional Representative is to be responsible for the security of OPSEU/SEFPO office facilities.
3. Any fee charges for the use of OPSEU/SEFPO facilities are to be collected by the representative.
4. Fees:
 - Any fee charges should be minimal, i.e., designed to cover the cost of any extra janitorial work caused by the hiring of the hall for a particular group.
 - The representative is responsible for keeping a record of the fees collected and forwarding them to the Regional Supervisor once a month.
 - No priorities for other unions.

3. Use of Regional Offices by Executive Board Members

OPSEU/SEFPO's Regional and Head Offices shall not be responsible for the production, addressing, or mailing of an Executive Board Member's Regional letter.

2. General Administration: Photos, Lists, Keys, Mailing Labels, and Hygiene Products

Effective Dates: [Embedded below]

Application: Head Office, Regional Offices

Related: Information-sharing

1. Photos in Head Office and Region

OPSEU/SEFPO Head Office will prominently display:

- Photos of past and present Presidents and First Vice-Presidents;
- Group shots of the past and present Executive Board;
- Honour roll of life members;
- Listings of staff in the Regional Offices;
- Photos of members and staff who have received special recognition or awards.

Regional Offices will prominently display:

- Photos of present Presidents and First Vice-Presidents;
- Group photos of past and present Executive Board Members for the respective Region;
- Photos of past and present Regional Vice-Presidents for the respective Region.

(August 30-September 2, 1993 [B3-4])

2. List of Regional Executive Board Members

All Regional Offices will be required to post a list of Regional Board Members in a prominent place in the same manner as with Head Office, in the front entrance.

(August 30-September 2, 1993 [B4])

3. Keys to Regional Offices

Executive Board Members will be provided with keys for each Regional Office in their own Region.

(October 20-22, 1992 [B40])



4. Mailing Labels (to Board Members)

Board Members will be allowed to receive mailing labels for their Regions from their Regional Offices upon request to the Regional Secretary.

(April 10-11, 1991 [B60])

5. Hygiene

OPSEU/SEFPO provide menstrual hygiene products in the washroom at all OPSEU/SEFPO membership centres and regional offices.

(April 20-22, 2023 [C])

2.14 Hiring and Staffing

1. "A" Staff Appointments

Effective Dates: December 14-15, 1979 [B5-13], July 17-18, 1980 [B15], February 19-20, 1981 [B26-27], June 18-20, 1981 [C], December 10-11, 1981 [B32], August 1983 [C], December 9, 1983 [B8-9], November 1-4, 1984 [C65], January 24-25, 1985 [B11-13], March 31, 1985 [B12]

Application: OPSEU/SEFPO-wide, Elected Officers, Staff

Related: hiring

Part I: Posting and Eligibility

1. All staff vacancies will first be posted in accordance with the relevant staff collective agreements before being posted to OPSEU/SEFPO members.
2. In the event that no current staff member is successful in their application, then the staff vacancy will be posted to OPSEU/SEFPO members by means of the OPSEU/SEFPO website.
3. Current employees who are applying for a promotion shall be considered at the same time as OPSEU/SEFPO members applying for a staff vacancy.
4. Only dues paying members of OPSEU/SEFPO, or current permanent employees may apply for the job vacancies within OPSEU/SEFPO. However, OPSEU/SEFPO members in good standing who are surplus by their employer shall retain the right to apply for OPSEU/SEFPO staff postings that are posted to the membership for a period of 12 months from their exit date.

(June 27, 2002 [B15])

Part II: Interview Committee

Staff Relations shall establish an Interview Committee for such job vacancy. Each Interview Committee will be ad hoc but may consider applications for more than one job vacancy.

- For Staff Representatives the Interview Committee shall comprise:
- The Supervisor of Staff Reps and Regional Secretaries;

An LEC President from the Service Area appointed by the Regional Vice-President in whose region the Regional Office is located.

For Head Office "A" staff positions that are non-supervisory, the Interview Committee shall comprise:

- The Administrator or Supervisor;

- Staff Relations.

For persons reporting to the First Vice-President/Treasurer and the President, the Interview Committee shall comprise the First Vice-President/Treasurer, the President and Staff Relations.

Persons on interview committees shall receive an orientation on interview techniques.

Part III: Screening of Applicants for Active Consideration

When fewer than five (5) candidates apply for a job vacancy all applicants meeting the minimum requirements will meet with the Interview Committee.

The Interview Committee will hold one session to determine the applicants with whom it will meet. The Administrator will submit recommendations to the Interview Committee. All applications and supporting material will be made available to the Interview Committee.

The Administrator, when acknowledging applicants, will ask applicants who are to be interviewed to submit a short paper on a subject related to the job for which they are applying.

When five or more persons apply for a vacancy, the Interview Committee will meet with at least five (5) applicants meeting the minimum requirements for each job vacancy. The Interview Committee will consider qualifications and suitability as evidenced by resumes and supporting material when determining with whom it will meet.

Part IV: Interviewing Applicants Under Active Consideration

All candidates interviewed will be asked the same core questions determined by the Interview Committee to be suitable. These core questions will be designed to inform the Interview Committee as to the applicant's attitude and skills and will also be designed to show a demonstrated history of union activity.

Candidates will be given an opportunity to address any point which they regard as important and which was not asked of them.

Part V: Recommendation to the President

The Interview Committee will prepare a short list of three candidates. The committee must, by a majority vote, endorse both the persons on the short list and their order of rank.

All persons on the short list must be qualified for the position. Persons lacking the necessary skills must **not** appear on the short list. This may result in a short list of fewer than three persons.

Part VI: Interview by the President and First Vice-President/Treasurer

The President, along with the First Vice-President/ Treasurer, may interview those candidates recommended by the Interview Committee. Interviews by the President and the First Vice-President/Treasurer will focus on suitability on the assumption that any persons recommended possess the necessary skills.

The President may appoint any person recommended to them.

The President and First Vice-President will interview all short-listed candidates for Administrator positions.

Part VII: Appointment and Attendant Conditions

All persons appointed by the President shall be advised of their probation period.

Part VIII: Re: Posting

The President may, on the advice of the Interview Committee, or if they are dissatisfied with the short-listed candidates, direct that the vacancy be re-posted and re advertised among the members.

Part IX: External Applicants

In the event that the President does not regard any short-listed candidates as acceptable the President may request from the Executive Board the authority to solicit external applications. Such applications shall be reviewed by an Interview Committee.

2. "B" Staff Appointments

Effective Dates: July 17-18, 1980 [B15], August 21-22, 1980 [B25], February 19-20, 1981 [B34], June 18-20, 1981 [C], December 10-11, 1981 [B32], August 1983 [C], December 9, 1983 [B8], November 1-4, 1984 [C65], January 24-25, 1985 [B11-13], March 31, 1985 [B12]

Application: OPSEU/SEFPO-wide, Elected Officers, Staff

Related: hiring

Part I: Posting and Eligibility

All staff vacancies will first be posted in accordance with the relevant staff collective agreements before being posted to OPSEU/SEFPO members.

In the event that no current staff member is successful in their application, then the staff vacancy will be posted to OPSEU/SEFPO members by means of the OPSEU/SEFPO website.

Only dues paying members of OPSEU/SEFPO, or current permanent employees may apply for the job vacancies within OPSEU/SEFPO. However, OPSEU/SEFPO members in good standing who are surplus-ed by their employer shall retain the right to apply for OPSEU/SEFPO staff postings that are posted to the membership for a period of 12 months from their exit date.

(June 27, 2002 [B15])

A background of practical experience will be the first requirement of our hiring policy.

Unless otherwise indicated on the posting, all applications to be forwarded to:

- Administrator, Staff Relations Division
OPSEU/SEFPO, 100 Lesmill Road,
Toronto, Ontario, M3B 3P8

Part II: Interview Committee

The President shall establish an Interview Committee for such job vacancy. Each Interview Committee will be ad hoc but may consider applications for more than one job vacancy.

For Regional Secretaries the Interview Committee shall comprise:

- The Supervisor of Staff Reps and Regional Secretaries.
- An LEC President from the Service Area appointed by the Regional Vice-President in whose region the Regional Office is located.

The Equal Opportunities Officer in an advisory role.

For Head Office "B" staff positions, the Interview Committee shall comprise:

- The Administrator.
- The Equal Opportunities Officer in an advisory capacity.

For persons reporting to the First Vice-President /Treasurer and the President, the Interview Committee shall comprise the First Vice-President/Treasurer and the President.

Persons on interview committees shall receive an orientation on interview techniques.

Part III: Screening of Applicants for Active Consideration

When fewer than five (5) candidates apply for a job vacancy, all applicants meeting the minimum requirements will meet with the Interview Committee.

The Interview Committee will hold one session to determine the applicants with whom it will meet. The Administrator will submit recommendations to the Interview Committee. All applications and supporting material will be made available to the Interview Committee.

When five or more persons apply for a vacancy, the Interview Committee will meet with at least five (5) applicants for each job vacancy, provided there are five (5) candidates who meet the minimum requirements. The Interview Committee will consider qualifications and suitability as evidenced by resumes and supporting material when determining with whom it will meet. All persons to be interviewed must be tested for relevant skills and must meet OPSEU/SEFPO's stated standards.

Part IV: Interviewing Applicants Under Active Consideration

All candidates interviewed will be asked the same core questions determined by the Interview Committee to be suitable. These core questions will be designed to inform the Interview Committee as to the applicant's attitude and skills, and will also be designed to show a demonstrated history of union activity.

Candidates will be given an opportunity to address any point which they regard as important and which was not asked of them.

Part V: Recommendation to the President

The Interview Committee will prepare a short list of three candidates. The committee must, by a majority vote, endorse both the persons on the short list and their order of rank.

All persons on the short list must be qualified for the position. Persons lacking the necessary skills must not appear on the short list. This may result in a short list of fewer than three (3) persons.

Part VI: Interview by the President and First Vice-President/Treasurer

The President along with the First Vice-President/Treasurer may interview those candidates recommended by the Interview Committee. Interviews by the President will focus on suitability on the assumption that any persons recommended possess the necessary skills.

The President may appoint any person recommended to them.

Part VII: Appointment and Attendant Conditions

All persons appointed by the President shall be advised of their probation period.

Part VIII: Re Posting

The President may on the advice of the Interview Committee, or if they are dissatisfied with the short-listed candidates, direct that the vacancy be re-posted and re advertised among the members.

Part IX: External Applicants

In the event that the President does not regard any short-listed candidates as acceptable the President may request from the Executive Board the authority to solicit external applications. Such applications shall be reviewed by an Interview Committee.

3. Staff Vacancies: Posting for OPSEU/SEFPO Members

Effective Dates: April 5, 2000 [B15]

Application: OPSEU/SEFPO-wide, Elected Officers, Staff

Related: hiring, information-sharing

Staff vacancies will be advertised using a combination of the following methods, balanced against operational requirements to fill vacancies:

1. OPSEU/SEFPO member direct publication(s)
2. Fax and email network
3. In Solidarity
4. Direct mailings to Locals
5. All internal and external vacancies will be posted on the OPSEU/SEFPO website.

4. Field Organizers

Effective Dates: May 20-21, 1998 [B]

Application: OPSEU/SEFPO-wide, Regions

Related: hiring

When Organizing vacancies occur, they shall be assigned to the six (6) Regions outside of Toronto, in order to be determined by the Officers; and the administrative details needed to implement this policy will be left to the senior management team.

5. Special Grievance Officers

Effective Dates: November 17-18, 1992 [B4]

Application: OPSEU/SEFPO-wide

Related: hiring, grievances

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 instructions and direction from the Coordinator of Grievances, as Grievance Officers and outside counsel do at present.

The members expenses for preparation and presentation of the case would be paid from the members expenses portion of the Grievance Department's budget.

6. Posting in Community Publications; Internal, Summer Students

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide, Executive Board

Related: Hiring, information-sharing

Community Publications

The Executive Board supports the circulation of OPSEU/SEFPO job postings to community publications accessed by our members in the designated groups; and discussions will begin immediately with the staff union, with a view to developing and implementing an employment equity program.

(January 16-17, 1991 [B26])

Internal

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

(April 21-22, 1988 [B24])

Summer Students

OPSEU/SEFPO will post to the membership the opportunities available for all summer-student work within our organization to allow our members' children the opportunity to work for our union.

(June 15-17, 1993 [B45])

2.14 GENERAL PROCEDURES – Hiring and Staffing**7. Membership Development Trainees and SDT**

Effective Dates: [Embedded below]

Application: Members, President, Regional Vice-Presidents

Related: hiring, orientation

1. Member Access to MDT Positions

Members shall have access to Membership Development Trainee (MDT) positions as follows:

- Every six (6) months the membership shall be advised through an appropriate publication or the OPSEU/SEFPO website that secondments and MDT opportunities are available, from time to time, within the union. A general description of these potential opportunities, and of the skills required, shall be included.
- Members who believe they possess the basic skills required to undertake such secondments and/or MDT opportunities, and are able to obtain leave of absence at short notice for such assignments, will be invited to submit resumes of their skills and interests. Applicants who meet the requirements will be placed on a selection list to be contacted when opportunities arise.
- The interviewing of suitable candidates shall be the responsibility of the President or their designee.
- Executive Board Members will be advised when members from their own Region have applied for inclusion on the roster of qualified potential MDTs.
- The President will notify the Regional Vice-President when an MDT is hired.
- The President will provide regular status reports (MDTs) at Board meetings throughout the year.

(May 9, 1990 [B17])

When a sector specific MDT opportunity occurs, a member from that sector will be selected.

(June 15-17, 1993 [B71])

2. Orientation Program for MDTs and SDTs

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

- An orientation program for that 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;

- That this orientation program include 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])

3. MDTs Opportunities/Temporary Assignments

The President's Office shall inform the Regional Vice-Presidents of all such opportunities prior to them being filled.

The Board Members play a key role and shall be given the opportunity to select and promote deserving activists in their Region to these "positions".

OPSEU/SEFPO shall develop a clear policy around such positions that would allow for a variety of members to receive such opportunities.

The policy guidelines shall be published in In Solidarity.

(May 20-21, 1998 [B])

2.14 GENERAL PROCEDURES – Hiring and Staffing**8. Temporary Support Staff – Recruitment and Training (Trade Union Knowledge)**

Effective Dates: 1. August 30-September 2, 1993 [B23];
2. October 20-21, 2010 [B15]

Application: OPSEU/SEFPO-wide, Executive Committee

Related: hiring, orientation

1. Recruitment and Training

Since there are gaps in our communications due to the hiring of temporary staff who are not well-versed in the workings of the union or the goals of unionism, OPSEU/SEFPO will stress the requirement of trade union knowledge in the recruitment and training of support staff, so that they be better equipped to supply information to members.

Temporary help, if required, will be recruited from the OPSEU/SEFPO membership.

2. Temp Agencies

OPSEU/SEFPO will discontinue its use of temp agencies, except under extenuating circumstances when it is brought to the Executive Committee for approval.

9. Complaint Resolution

Effective Dates: [Embedded below]

Application: Members, President, Regional Vice-Presidents, Executive Board

Related: hiring, orientation

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4. An OPSEU/SEFPO member with a complaint against an OPSEU/SEFPO staff person shall submit their complaint in writing to the staff person's Supervisor. This can either be done directly, or indirectly through an Executive Board Member, but the only role to be played by the EBM is to forward the submitted complaint to the staff member's Supervisor.

A copy of the complaint shall be forwarded to Staff Relations, and the staff member's Administrator, by the Supervisor.
 5. An OPSEU/SEFPO staff person with a complaint against an OPSEU/SEFPO member shall submit their complaint in writing to their Supervisor.
 3. The Supervisor shall forward a copy of the complaint to Staff Relations, and the staff member's Administrator.
 - The Supervisor shall, using tact and diplomacy, investigate the complaint with all parties, and provide a report to the appropriate Administrator, setting out their written conclusions, including a recommended course of action to resolve the matter.
 - The Supervisor will, in consultation with the Administrator and, if necessary Staff Relations, determine the course of action to be taken. Following this consultation, the Supervisor will provide a written response back to the complainant, and the Executive Board Member from the Region(s) the complaint originated, and the staff member or OPSEU/SEFPO member involved. A copy of the written response will be forwarded to Staff Relations.

It is expected that all parties to a complaint will at all times conduct themselves in a professional manner that respects the integrity of this complaint process.

Only the individuals specifically assigned a role within this process or who have direct knowledge of the facts alleged in the complaint, shall have the right and obligation to deal with a complaint, in accordance with this procedure.

The underlying details of a complaint will be treated in a confidential manner and shall not be communicated to anyone outside the complaint process unless required as part of investigating the matter, or if disclosure is required as part of a subsequent adjudicative process. Notwithstanding this



PROCEDURES MANUAL

provision, the parties understand that the Office of the President may be advised of the existence and basic nature of a complaint.

OPSEU/SEFPO staff and OPSEU/SEFPO members have an obligation to respect this OPSEU/SEFPO Policy and to behave civilly toward each other throughout the complaint process. Staff and members shall not take any action or engage in any conduct of a retributive nature in response to the filing of any complaint.

(October 15-16, 2008 [B17])

Organization Chart Changes

Only organization chart changes that involve a complete change of reporting responsibility for a department as a whole, or a Department Head, need be brought to the Executive Board. Other changes can be made to the organization chart by decision of the Executive Committee with subsequent reporting to the Executive Board.

(April 21-22, 1977 [B9])

See References and Resources Section

Projects

Requests by Board Members to staff to carry out projects must be funnelled through the President.

(April 25-27, 1975 [B1])

2.15 Approved Program Partners

Contents

None. See Policy Manual.

Section 3. Collective Bargaining

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

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- General Administration
- Ambulance Units (Crown Agent) Negotiations Procedures
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3.3 Organizing

None. See Policy Manual

3.4 Strikes

- General Procedures
- Strike-Breaking
- Strike Fund Allocation, Accounts and Auditing, Capital Assets
- Strike Fund Investment
- Strike Fund Monies
- Strike Fund and Pension Fund Investment

Acronyms Used in This Section:

Acronym	Full Term
ACG	Area Coordinating Group
CPP	Canada Pension Plan
EES	Essential and Emergency Services
GSB	Grievance Settlement Board
OJTBF	OPSEU/SEFPO Joint Trusteed Benefit Fund
PCG	Provincial Coordinating Group

3. Collective Bargaining – Grievance Handling

3.1 Grievance Handling

3.1. Collective Bargaining – Grievance Handling

1. Arbitration

Effective Dates: [Embedded below]

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

Related: grievance, human rights, harassment, arbitration

Arbitration

OPSEU/SEFPO will prepare a list of all forms of arbitration available to our major bargaining Units and guidelines for determining which cases go to which forums. The Grievance Department will use the quicker alternatives unless there is a compelling reason not to do so.

(June 8-9, 1994 [B7])

Distribution of Arbitration Awards to Locals

Arbitration awards, applying to their own contracts, will be circulated, monthly, to all OPSEU/SEFPO Locals (one set per Local).

(March 5, 1982 [B5])

Expedited Arbitration Procedure

OPSEU/SEFPO will seek access to a grievance procedure for all our members at least as good as the expedited procedure found in Section 37(a) of the *Ontario Labour Relations Act*.

(April 24-25, 1981 [B6], reaffirmed June 18 20, 1981 [C])

The Executive Board approved the "Statement on OPS Expedited Arbitration" (as attached to the minutes) and authorized the union to proceed to gain agreement from the employer and the Grievance Settlement Board (GSB) Chair. Any internal OPSEU/SEFPO policy on the application of this, or any other agreement will be developed for review by the next Board meeting.

(March 26-27, 1987 [B6])

3.1 Collective Bargaining – Grievance Handling

2. Documentation and Scheduling

Effective Dates: [Embedded below]

Purpose: OPSEU/SEFPO-wide; Locals

Related: grievance, human rights, harassment

Grievance Documentation

OPSEU/SEFPO will provide to Locals that request an electronic version, the grievance documents such as grievance form, grievance checklist form, etc., in a version that can be filled in and submitted electronically.

(April 23-25, 2009 [C16])

Grievance Scheduling

OPSEU/SEFPO at a minimum is required to schedule all cases falling into the categories of dismissal, layoff, human rights and harassment.

(April 6-8, 2000 [C26])

3.1 Collective Bargaining – Grievance Handling**3. Grievances by Members Who Have Resigned, or Otherwise Terminated Employment**

Effective Dates: September 19-20, 1980 [B23], reaffirmed June 18-20, 1981 [C]

Application: Members; Stewards; Local President

Related: grievance
Constitution, Article 25

The following procedures are adopted consistent with Art. 25.2 of the Constitution:

- a. When a member resigns, or otherwise terminates their employment and the termination is not itself being grieved, the Union may contact the former member by registered mail and may recommend to them that the grievance not be arbitrated.
- b. Should the former member not reply, a second registered letter will be sent, with a copy to the Chief Steward or Unit Steward of the Local to which the former member belonged.
- c. In the event that no reply is received, the Local President could be asked to inquire of the former member, or investigate their new residence address. Should a new address be discovered, steps (a) and (b) will be repeated.
- d. If a former member does not reply within twenty-one (21) days of the second registered letter, sent to the address reasonably understood to be current, then the union may withdraw the grievance.

The former member will be advised of these time limits in all correspondence.

3.1 Collective Bargaining – Grievance Handling

4. Process

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Members; Stewards; Head Office; Local; President

Related: grievance, funding, legal, representation

Toward an Effective Grievance Handling (OPS)

A grievance will be returned to the steward/grievor, for completion, if the necessary and required information is not included.

- OPSEU/SEFPO endorses expedited arbitration and encourages its use wherever possible.
- OPSEU/SEFPO endorses mediation/arbitration and encourages its use wherever possible.
- A grievance steward program shall be established in order to strengthen the capability of OPSEU/SEFPO to represent its members.
- A centralized data base shall be developed that can be accessed by members, Locals and regional Grievance Committee members and staff alike.
- All changes to OPSEU/SEFPO's system of processing and referring grievances to arbitration should be implemented in a manner that is compatible with OPSEU/SEFPO's collective agreement obligations.
- A Local Grievance Committee shall be established in each OPS Local to provide input and advice to grievors on the likelihood of the grievance's success at arbitration and to allow the Local to build action around issues and enhance their understanding of the issues in the workplace; and an education process shall be developed for Local Committees to allow for effective participation in all aspects of the grievance process.

(April 10-12, 1997 [C])

Criminal and Civil Lawyer Representation and Funding

Members of OPSEU/SEFPO are eligible for funding up to \$6,000 to cover legal costs they incur in the defence to criminal charges that arise from the performance of their employment duties.

Members who are charged under the Provincial Offences Act, or who are named as defendants/respondents in civil matters, are eligible for funding up to \$3,000 for charges or civil matters that arise from the performance of their employment duties.

Member inquiries about lawyer representation should be referred to OPSEU/SEFPO General Counsel for authorization before any lawyer is retained, wherever possible.

In order to receive funding for criminal or civil legal costs, a member must:

- Show that the charge or civil matter arises from the performance of their employment duties, bearing in mind OPSEU/SEFPO policies;
- Seek legal representation or funding from the employer where such a request is provided for in the collective agreement or is otherwise appropriate;
- Retain legal counsel who is approved by OPSEU/SEFPO and who agrees in writing to provide services on the basis of a total liability for OPSEU/SEFPO of \$6,000 or \$3,000 as applicable, calculated at an approved hourly or fixed rate, and by means of regular reporting letters and billings to OPSEU/SEFPO.

Funding will not be provided for legal costs that are not consistent with this policy, or for legal matters that involve another OPSEU/SEFPO member as a complainant or plaintiff.

Requests for funding will be declined for legal matters that are not in the interests of the OPSEU/SEFPO membership.

All bills received from retained counsel shall be vetted by OPSEU/SEFPO General Counsel and any unreasonable account shall be referred for assessment prior to payment.

Any dispute regarding funding for criminal or civil lawyer representation shall be referred to the Executive Committee for resolution.

The Criminal and Civil Lawyer Representation Policy applies to members who are in good standing in accordance with the OPSEU/SEFPO Constitution at the time that the criminal or civil matter is commenced.

[January 30, 2013 [B22]]

Legal Assistance Procedure

The following chain of responsibility is to be the method whereby legal aid can be obtained by a grievor, and, further, the Grievance Department shall maintain a cross indexing system on grievances so that ready reference can be made to past precedents in a grievance situation (this may preclude the necessity of obtaining legal counsel). Steps:

1. Grievor
2. Steward
3. Staff Representative
4. Grievance Department
5. President of OPSEU/SEFPO and/or their designee
6. Finally, 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])

3.1 Collective Bargaining – Grievance Handling

5. Solidarity Reserve Fund (Funding for Legal Matters and Proceedings): Approval Process

Effective Dates: [Not provided]

Application: Executive Committee, General Counsel

Related: committees, funds, solidarity

The Executive Committee has discretion to approve applications for funding in accordance with this policy.

Inquiries and applications for funding should be referred to OPSEU/SEFPO General Counsel. Applications for funding must spell out the issue, the action/plan that is required to deal with the issue, and how much financial assistance is requested. Applications should be made prior to initiating any legal action, wherever possible.

Once an application is received, the General Counsel will provide a report to the Executive Committee, including recommendations on the merits of the application and the amount of funding. This report will be prepared after consultation with other staff or members as appropriate.

The Executive Committee has discretion to approve funding to retain counsel or reimburse members' legal costs, and may also direct that funding will be provided under conditions. Typical conditions are that: counsel and their rates are pre-approved by OPSEU/SEFPO General Counsel; counsel provides further information or reporting letters to OPSEU/SEFPO; or counsel or the member seek reimbursement of legal costs from the employer or in course of the proceeding.

The Executive Committee has discretion to discontinue funding that was approved under this policy, with notice to the affected member.

When funding has been decided on, the administration of the issue will be passed to the General Counsel, who will release the funds only once satisfied that the funds will be spent consistent with this policy and any directions of the Executive Committee, and that proper invoices are provided.

An annual report will be prepared and presented to OPSEU/SEFPO Convention on the use of the Solidarity Reserve Fund. The report will outline the issues that have been funded and the outcome, if known.

3. Collective Bargaining – Negotiations

3.2 Negotiations

3.2 Collective Bargaining – Negotiations

1. General Administration

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Executive Committee; Negotiating Team; Executive Board Members;

Related: negotiation, bargaining, collective agreement, delegates, ratification

Balloting

Ballots will be on plain paper, clearly indicating choice of 'YES' or 'NO'. Where possible, a portable voting booth will be provided to ensure privacy while casting a ballot.

(February 23-25, 1978 [B19])

Bargaining Process

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:

- i) The right to democratically elect their bargaining teams from among their bargaining unit's membership,
- ii) The right to actively participate in establishing bargaining objectives and priorities through a democratic demand setting process,
- iii) Member engagement and mobilization to support their bargaining objectives; and
- iv) 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; and

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.

(April 2018 C)

Bilingualism – Documents

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

(September 18-19, 2001 [B37])

Bilingualism - Negotiations

OPSEU will pursue discussions with the government to establish that:

1. joint union/management negotiations determine which jobs are to be designated bilingual;
2. open opportunities for meaningful language skills training and development be made available;
and
3. that unilingual members do not suffer an adverse impact.

(June 14-15, 1989 B, p.32)

Broader Public Service Bargaining

The President and the Executive Board will make sector bargaining for the Broader Public Service a priority by publicly endorsing and promoting the concepts of sector bargaining.

(April 27, 1994 B, p.6)

Broader Public Service - 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 Joint Trusteed Benefit Fund to provide group life and health coverage.

(December 11-13, 1996 B, p.30)

Broader Public Service - EBM's

Executive Board Members who are from the BPS have access to BPS sector activities on the same basis as other Board Members have access to their divisional activities.

(Jan 26-27, 2000 B, p.21)

Delegates (EBMs)

Executive Board Members are assigned to attend as Delegates, with voice and vote, the Divisional Meeting or Sector Meeting of the bargaining unit to which they belong. The entitlement for Executive Board Members is over and above the local delegate entitlement to the meeting.

(May 14-15, 2003 B, p.10)

(*Article also under Section 16.2 of the Constitution)

Broader Public Service - OPAC

OPSEU commits to the creation of a new sector/division in the BPS designated as the Property Assessment sector/division, to be effective on the actual divestment date; and assures the re-signed members of OPAC that the union will continue to provide the resources necessary to bargain and enforce good collective agreements
(May 20-21, 1998 B, p.13)

Broader Public Service - Union Business – Non-Full-Time Employees

Local servicing representatives and negotiators are directed to request employers to reimburse non-full-time members for bargaining and caucus dates and Convention attendance if any, and to indicate on members' claim forms if that request has not been agreed to.

The following language will be used for tabling in bargaining:

The employer agrees, as far as practicable, to schedule all meetings involving shop stewards and local union representatives during the shop stewards' or local union representatives' scheduled hours of work.

Further, the employer agrees that non-full-time employees who are shop stewards or local union representatives, and who attend meetings with the employer outside of their scheduled hours of work, shall be paid their regular straight-time rate of pay for all hours while attending said meetings, up to the normal daily hours of work.

For clarity, "meetings" include but are not limited to grievance meetings, disciplinary meetings, labour-management meetings and collective bargaining negotiations.
(April 18, 2007 B, p.10)

Charities and Bargaining - Live and Let Live Fund/Social Justice Fund

OPSEU will recommend that their bargaining teams include in their list of bargaining priorities employer contributions to the OPSEU registered charitable funds being Live and Let Live Fund and/or the Social Justice Fund at all OPSEU collective bargaining tables.
(October 25, 2017 B; December 5-6, 2008 B, p.24)

Compressed Work Week Agreements

OPSEU will not enter into any compressed work week agreements unless 66 2/3rds percent of those affected are in voluntary agreement.
(September 13-14, 1984, p.34; June 14-15, 1989 B, p.31)

Contracting Out

OPSEU will continue to make public the concerns of workers in the Colleges with respect to erosion of the Bargaining Unit and use of part time workers and continue to pressure the government for legislative change.

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

Cost Items

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

(June 23-25, 1977 [B42])

Dues Remittances

Bargaining teams are required to negotiate a dues remittance date of the 15th of the month following the deduction and a list of names requirement into their collective agreements.

Only the President of OPSEU/SEFPO can release a team from this obligation. (March 3-4, 1983 [B31])

Education Leave

The Union will attempt to negotiate the following:

Upon at least fourteen (14) days written notice by the union, leave of absence without pay but with no loss of credits shall be granted for up to five (5) consecutive days for each employee selected by the union for purposes of attending union educational programs.

(December 14-15, 1978 B, p.22; November 1-3, 1985 C; May 6, 1985 B, p.3)

Employer/Employee Committees - OPSEU Rep.

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

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

Employment Equity Training

The staff representative(s), in co-operation with the Equity Unit, shall educate all bargaining team members prior to them going into collective bargaining negotiations.
(October 24-25, 2001 B, p.7)

Exclusions: Ratification and Appeal Procedures

A form letter will be sent to all members affected by a tentative settlement on exclusion from the bargaining unit.

Factor 80

In its negotiations with the employers in the Ontario Public Service, with the Broader Public Sector and the Colleges of Applied Arts and Technologies, OPSEU will seek to include the following:

- an option to buy back pensionable service to allow entry into Factor 80 and other retirement options; and
- A permanent Factor 80 and similar early retirement option for all members in the OPS, BPS and CAAT.

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

Family Responsibility Leave - Personal/Compassionate Leave

The Union will work with all bargaining teams to encourage them to negotiate a minimum of five (5) days paid leave per year as family responsibility leave and six (6) days for personal/compassionate reasons.

(April 6-8, 2000, C, p. 9)

Gender Neutral

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

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

Harassment and Discrimination Training

OPSEU will urge its membership to include in its list of priority demands for bargaining that all collective agreements have language which provides a minimum of 15 hours mandatory training on the elimination of harassment and discrimination for all employees, managers and volunteers.

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

Job Evaluation

Any Joint Job Evaluation system which the Union accepts will have as a central objective the establishment of equal pay for work of equal value.

The procedures under any Joint Job Evaluation system which the union accepts will provide a full opportunity for affected members to have their interests effectively and openly represented. (July 17-18, 1980 B, p.11-12; re-affirmed June 18-20, 1981 C)

Job-Sharing

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

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

(October 25, 2017 B; November 1-4, 1984 C, p.38)

Locals of 1000 or more signed up members

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

(October 25, 2017 B)

OPSEU will assist in facilitating this process in all locals of 1,000 signed up members or more, until their next collective agreement is ratified.

(May 14-15, 2003 B, p.31)

Part-Time Workers

OPSEU will vigorously lobby the Ontario Government to acknowledge, through amendments to the Colleges' Collective Bargaining Act, the right of part-time college employees to unionize.

(Convention 2004, p.14)

Pay Equity Training

OPSEU will ensure that each Staff Representative responsible for negotiations, and each negotiating team receive the appropriate Pay Equity training for the purposes of maintaining pay equity, thereby ensuring that pay equity compensation practices are maintained, in all OPSEU bargaining units.

(Convention 2004, p.29)

Pension Plans

OPSEU will bargain pension plans for all bargaining units that do not have one.

(December 5-6, 2007 B, p.9)

Printing of Collective Agreements/Maintaining Wages of Negotiating Teams

All demands presented to employers shall include the following:

- a) That union and management shall equally bear the cost of printing the collective agreement negotiated by the parties.
- b) That the employer shall maintain the wages and benefits of those employees who are elected to serve on negotiating committees as long as those employees are engaged in direct negotiations with the employer.

Only the President is authorized to approve withdrawal or amendment of these demands.

The Executive Committee will be the appeal body. The Board will be the ratification and final appeal body.

(February 23-25, 1978 [B16])

Printing of Collective Agreements/ Maintaining Wages of Negotiating Teams All demands presented to employers shall include the following:

- That union and management shall equally bear the cost of printing the collective agreement negotiated by the parties.
- That the employer shall maintain the wages and benefits of those employees who are elected to serve on negotiating committees as long as those employees are engaged in direct negotiations with the employer.
- Only the President is authorized to approve withdrawal or amendment of these demands.

(October 28-30, 1982 B, p.35)

OPSEU, as the bargaining agent, is charged with the responsibility of negotiating with every contract, a fixed time no longer than 5 months after a new contract is ratified and signed, that the contract must be published for all membership access, in either electronic or printed means, and be available to all Local Executive Committees and Stewards. The employer costs be back-billed.

(December 6-7, 2000 B, p.31; September 9-10, 1998 B, p.15)

Procedures to Be Considered Regulations

The Negotiations Procedures and Ratification Procedures adopted by the Board shall hereafter be referred to as Regulations as required by Article 24 of the Constitution and shall be transmitted to the Convention in accordance with Article 24.1.1 of the Constitution.

(March 26-29, 1976 B, p.11)

Quorum: Public Service, CAAT Negotiations; and for Ministry Meetings

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

(February 19-20, 1981 B, p.40)

Ratification - by Executive Board Authority

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

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

Ratification - By Union

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

(December 18-19, 1980 B, p.18)

The allotted time for examination and discussion of contract proposals will be increased to allow for the proposed tentative agreement to be in the hands of the general membership for a time period in excess of 24 hours prior to the start of the ratification meeting.

(November 6-8, 1987, C)

Retirees - Fringe Benefits

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

(February 3-5, 1989, C)

Rollover of Collective Agreements

No contract can be rolled over by decision of a bargaining team alone or by decision of the assigned negotiator alone.

A bargaining team contemplating the rollover of a collective agreement must seek and receive the approval of the affected members, and the assigned negotiator must seek and receive the approval of their supervisor before proceeding with a rollover.

(May 31, 2001 EC, p.3)

Secretarial Help for Bargaining Teams

OPSEU will continue the practice whereby the President will make available to bargaining teams such secretarial assistance as is reasonably required.

(May 21-22, 1981 B, p.28)

Solidarity and Dissent

OPSEU will adopt the following policy framework respecting solidarity and dissent in collective bargaining:

- a) As a general rule the Executive Board endorses the principle that a bargaining committee should resolve its differences internally and act in accordance with the principle of solidarity.
- b) The Executive Board endorses the view that the elected President and First Vice-President/ Treasurer of the Union support any bargaining team and that team's recommendation to the membership.

- c) The Executive Board further states that no member of the Executive Board may publicly oppose or encourage the opponents of a bargaining team's recommendation, except as pertains to 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.
(June 18-20, 1981 C)

Time Off for Board Members

Time off for OPSEU Board Members will not be negotiated except by explicit authority by the Board, and this resolution applies as of this date to all contracts that are not yet authorized by the signature of the President.

(January 19-21, 1978 B, p.10)

Time Off with Pay for Conventions

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

(February 3-5, 1989, C)

Time Off with Pay for Local Officers

OPSEU will fight to have time off with pay for union business and that this be a demand of the collective bargaining process; and such time will be block time for Local Executive Officers and Stewards to do union business and attend to union affairs and that such time be subtracted from the local bank of block time.

(August 26-27, 1983 C)

Time Off, Travelling Time, Bill Back - Negotiations

- a) Time-off for Union business will be negotiated as a right, rather than discretionary.
- b) Direct billing back, on a quarterly basis, to the employer will be negotiated.
- c) Employer-paid travelling time will be negotiated for members travelling on Union business.

(September 10-11, 1986 B, p.43)

Training Sessions – Alternates – Central Negotiating Teams

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

(Convention 2002, p.38)

3.2 Collective Bargaining – Negotiations

2. Ambulance Division Negotiating Procedures

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Executive Committee; Negotiating Team; Executive Board Members;

Related: negotiation, bargaining, collective agreement, delegates, ratification

I. Purpose and Structure of the Division

1.1 The Ambulance Division consists of paramedics and ambulance communications officers (ACOs) covered by the Ambulance Act of the Province of Ontario. These procedures apply to the BPS bargaining units in the Ambulance Division. Only OPSEU/SEFPO members in good standing may take part in the activities of the Division, although by law all employees in the bargaining units have legislated rights with respect to votes conducted under the Ontario Labour Relations Act.

1.2 The Division carries out its collective bargaining mandate through:

- (i) a Paramedic Bargaining Conference;
- (ii) an ACO Bargaining Conference;
- (iii) bargaining unit demand set meetings; and
- (iv) coordinated bargaining to the greatest extent possible;

1.3 The Division also elects an Executive Committee, which has certain responsibilities for collective bargaining as set out in the procedures below. Other responsibilities of the Division Executive are outlined in the Bylaws of the Division.

Part A: Paramedic Bargaining Units

II Paramedic Bargaining Conference

2.1 At least every three years, the Division Executive, in consultation with the President and Union Staff, shall convene a Paramedic Bargaining Conference. As there is no common expiry date throughout the sector, the Division Executive and Union Staff will determine the most appropriate date for the conference.

2.2 The purposes of the Paramedic Bargaining Conference shall be:

- i) to promote the achievement and maintenance of the highest province-wide standards;

- ii) to examine broadly-based issues that are relevant to the forthcoming round of negotiations;
- iii) to develop themes for consideration at bargaining unit demand-setting meetings;
- iv) to identify priority issues;
- v) to discuss strategy around coordinated bargaining;
- vi) to provide guidance and recommendations to Division members for bargaining unit demand-setting meetings (bargaining units will be free to add to the recommended options); and
- vii) to coordinate common expiry dates to the greatest extent possible.

2.3 Each paramedic bargaining unit of the Division shall send delegates according to the following formula:

Each paramedic bargaining unit in the Division shall be entitled to send two delegates to the paramedic Bargaining Conference. Where the bargaining unit is a single-unit local the Local President (or in their absence, the Local Vice-President) shall be the automatic first delegate. For all other bargaining units, the highest ranking officer in the bargaining unit shall be the automatic first delegate. Where the bargaining team has been established, the second delegate shall be elected by the bargaining team. Where the bargaining team has not been established, the second delegate shall be elected by fifty per cent (50%) plus one (1) of the valid ballots cast at a general membership meeting of the unit.

In bargaining units with both paramedic and ACO membership, the Local President (or in their absence, the Local Vice-President) shall be the automatic first delegate. If there are no paramedic members on the bargaining team or if the bargaining team has not been established, the second delegate, being a paramedic, shall be elected by fifty per cent (50%) plus one (1) of the valid ballots cast at a general membership meeting of the unit.

Delegates shall be responsible for representing their bargaining unit at the Bargaining Conference and for communicating information back from the conference to the membership in their bargaining units.

Bargaining units may also elect observers to be sent to the Bargaining Conference, at the expense of their local. Observers shall have voice, but no vote and shall be identified separately from delegates and alternates.

2.4 Bargaining units may also elect alternates up to the number of delegates to which it is entitled. Attendance by alternates at the Bargaining Conference shall be at the expense of their local, except where they are replacing a delegate who is unable to attend. Alternates shall have voice but no vote, and shall be identified separately from delegates, unless the alternate is replacing a delegate in which case the alternate shall have full delegate status.

- 2.5 The Division Executive shall also be delegates in their own right, in addition to their delegate entitlement as determined by Article 2.3.
- 2.6 An Executive Board Member who is a member of the Division may attend with voice but no vote unless they are a delegate in their own right, by being a delegate from their bargaining unit or by being a member of the Division Executive.
- 2.7 Union Staff, as assigned by the President, shall also participate with voice but no vote.
- 2.8 The Bargaining Conference shall be chaired by the Chair of the Division or designee.
- 2.9 The Division Executive, in consultation with Union Staff, will develop material to be used by bargaining units to assist in demand and priority setting. Such material shall be presented to the delegates at the conference.
- 2.10 A report on the Bargaining Conference will be distributed to all Local Presidents/Highest Ranking in BPS units in the Division as soon as is practical and prior to the Bargaining Unit demand-setting meetings.
- III Paramedic Bargaining Unit Demand Setting
- 3.1 It is the responsibility of the PBC delegates and local officers to bring the results of the PBC before the members at the bargaining unit demand set meeting for their information and consideration.
- 3.2 All BPS bargaining units will recommend adopt the province-wide common demands arising from the PBC as part of their demands.
- 3.3 If requested, a Division Executive representative will attend demand setting meetings to assist in explaining the common demands.
- 3.4 If further clarification of the coordinated bargaining goals or process is needed, the bargaining team and Staff Representative may invite a member of the Executive to attend a meeting.

Part B: Bargaining Units with ACO Membership

IV ACO Bargaining Conference

- 4.1 In recognition that the Ontario Public Service Unified (OPS UN) is the primary comparator for Broader Public Service (BPS) ACO units, an ACO Bargaining Conference shall be convened after the OPS UN Bargaining Conference, at an appropriate time determined by the Division

Executive and Union Staff..

- 4.2 The purpose of the ACO Bargaining Conference shall be:
- i) to promote the achievement and maintenance of the highest province-wide standards;
 - ii) to examine broadly-based issues that are relevant to the forthcoming round of negotiations;
 - iii) to develop themes for consideration at bargaining unit demand-setting meetings;
 - iv) to identify priority issues;
 - v) to discuss strategy around coordinated bargaining;
 - vi) to provide guidance and recommendations to Division members for bargaining unit demand-setting meetings. Bargaining units will be free to add to the recommended options; and
 - vii) to coordinate common expiry dates to the greatest extent possible.
- 4.3 Each ACO bargaining unit of the Division shall send two delegates to the ACO Bargaining Conference. Where the bargaining unit is a single-unit local the Local President (or in their absence, the Local Vice-President) shall be the automatic first delegate. For all other bargaining units, the highest ranking officer in the bargaining unit shall be the automatic first delegate. Where the bargaining team has been established, the second delegate shall be elected by the bargaining team. Where the bargaining team has not been established, the second delegate shall be elected by fifty per cent (50%) plus one (1) of the valid ballots cast at a general membership meeting of the unit.
- 4.4 In bargaining units with both paramedic and ACO membership, the Local President (or in their absence, the Local Vice-President) shall be the automatic first delegate. If there are no ACO members on the bargaining team or if the bargaining team has not been established, the second delegate being an ACO, shall be elected by fifty per cent (50%) plus one (1) of the valid ballots cast at a general membership meeting of the unit.
- 4.5 Delegates shall be responsible for representing their bargaining unit at the ACO Bargaining Conference and for communicating information back from the meeting to the membership in their bargaining units.
- 4.6 The Chair of the Division and the ACO Director are automatic delegates to the ACO Bargaining Conference.
- 4.7 Two Ministry of Health (MOH) Ministry Employer/Employee Relations Committee (MERC) members, and any ACO member(s) of the OPS UN bargaining team, shall be invited to participate with voice but no vote.
- 4.8 Bargaining units may also elect observers to be sent to the ACO Bargaining Conference, at the expense of their local. Observers shall have voice, but no vote and shall be identified separately

from delegates and alternates.

- 4.9 Bargaining units may also elect alternates up to the number of delegates to which it is entitled. Attendance by alternates at the ACO Bargaining Conference shall be at the expense of their local, except where they are replacing a delegate who is unable to attend. Alternates shall have voice but no vote, and shall be identified separately from delegates, unless the alternate is replacing a delegate in which case the alternate shall have full delegate status.
- 4.10 Union Staff, as assigned by the President, shall also participate with voice but no vote.
- 4.11 The ACO Bargaining Conference shall be chaired by the Chair of the Division or designee.
- 4.12 The Division Executive, in consultation with Union Staff, will develop material to be used by bargaining units to assist in demand and priority setting. Such material shall be presented to the delegates at the conference.
- 4.13 A report on the ACO Bargaining Conference will be distributed to all Local Presidents/Highest Ranking in BPS units with ACO membership in the Division as soon as is practical and prior to the Bargaining Unit demand-setting meetings..

V ACO Bargaining Unit Demand Setting

- 5.1 It is the responsibility of the ACO Bargaining Conference delegates and local officers to bring the results of the ACO Bargaining Conference before the members at the bargaining unit demand set meeting for their information and consideration.
- 5.2 All bargaining units will recommend the province-wide common demands arising from the ACO Bargaining Conference as part of their demands.
- 5.3 If requested, the ACO Director or Chair of the Division will attend demand setting meetings to assist in explaining the common demands.

If further clarification of the coordinated bargaining goals or process is needed, the bargaining team and Staff Representative may invite the ACO Director or Chair of the Division to attend a meeting.

Part C: Bargaining Units with ACO Membership

VI Coordinated Bargaining Meetings

- 6.1 If requested, the ACO Director or Chair of the Division will attend demand setting meetings to assist in explaining the common demands.
- 6.2 There may be occasions when a bargaining unit's eligibility is in question. For example, while a bargaining unit is waiting on an arbitrated award when the following year would mark three (3) years since the last Collective Agreement expired. When these occasions occur, the Division Executive and Union Staff will work together to evaluate the feasibility of the respective bargaining unit's participation.
- 6.3 During the Years when a Paramedic Bargaining Conference is scheduled, these coordinated bargaining meetings will continue to be convened.

(Convention 2010, p. 47; July 23-24, 2024 [B3])

3.2 Collective Bargaining – Negotiations

3. CAAT (Academic) Negotiations Procedures

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Executive Committee; Negotiating Team; Executive Board Members;

Related: negotiation, bargaining, collective agreement, delegates, ratification

1. Purpose and Structure of the Division

- 1.1 The CAAT Academic Division consists of the employees in the Colleges of Applied Arts and Technology academic staff bargaining unit represented by OPSEU/SEFPO. Only OPSEU/SEFPO members in good standing may take part in the activities of the Division, although by law all employees in the unit have legislated rights with respect to votes conducted under the Colleges Collective Bargaining Act.
- 1.2 The Division is a ministry division, established by Article 21.2 of the OPSEU/SEFPO Constitution. It is funded by OPSEU/SEFPO Head Office for the purpose of collective bargaining and matters arising from, or related to, collective bargaining. It exercises its mandate within the terms of Article 21.2.3 of the Constitution.
- 1.3 The Division elects a negotiating team which, in accordance with these procedures, negotiates collective agreements with the employer on behalf of the members.
- 1.4 The Division also elects a Divisional Executive (DivEx), which has certain responsibilities for collective bargaining as set out in the procedures below. The other responsibilities of the DivEx are outlined in the bylaws of the Division.

The bylaws of the CAAT-Academic Division shall be interpreted as requiring election by majority vote to the Divisional Executive, its Officers and its subcommittees.

(October 23-24, 1991 B, p. 29)

2. Preparing for Negotiations -- The Pre-bargaining Conference

- 2.1 Before locals set their demands for the next round of negotiations, the President shall convene a Pre-Bargaining Conference (PBC).
- 2.2 The purpose of the PBC shall be to identify a number of broadly-based issues that are relevant to the forthcoming round of negotiations, examine them in some depth, and provide guidance and

recommendations for local demand-setting meetings.

- 2.3 The agenda of the PBC shall be prepared jointly by the DivEx and the administration of the Union. The DivEx shall consult its committees and the previous negotiating team for their input. The Union administration shall involve the staff, for example in preparing background material, obtaining costings, booking the PBC and preparing kits for workshops.
- 2.4 The PBC shall be attended by delegates according to the formula laid down in Article 13.4 (a) of the Constitution. The local President (or in their absence, the local Vice-President) shall be the automatic first delegate. All other delegates shall be elected by a majority of the voting members at a local membership meeting. One delegate should also have been elected as a member of the BAC. In locals with only one delegate to divisional meetings, the BAC member should attend both the PBC and Final Demand-Setting Meeting(FDS) as an alternate or observer.
- 2.5 Any member of the current DivEx who is not entitled to attend the PBC under Section 2.4 shall be entitled to attend the PBC as an automatic delegate. Executive Board Members who are members of the division may attend the PBC as automatic delegates. Executive Board members may attend as guests with no vote.
- 2.6 Union staff and Executive Board Members, as assigned by the President, shall also participate.
- 2.7 The PBC shall be chaired by the President or their designee. If the President does not appoint a designee, then the automatic designee shall be the Chair of the DivEx or designee.
- 2.8 Delegates at the PBC shall identify a maximum of 10 reasonably specific issues that will be recommended to the locals as priorities for their consideration in demand-setting. The various options shall be supported by background research and costing. Locals will be encouraged to choose from among the proposed options, while remaining free to add to or subtract from them.
- 2.9 Following the PBC, the bargaining team, after consultation with the DivEx shall also develop an optional General Membership Survey (GMS) to be administered and tabulated by the locals prior to their local demand-setting meeting, if they so desire. The purpose of the GMS is to stimulate membership consideration of preferences and priorities, and help the members focus more clearly on the demands they will adopt at their demand-setting meeting.

3. Preparing for Negotiations -- Election of Negotiating Team

- 3.1 The delegates to the PBC shall then elect from among themselves, at large, a seven (7) member negotiating team. To be elected, each member must obtain a majority, with run-off votes if necessary.

- 3.2 One (1) position on the negotiating team will be reserved for a partial-load member, should any partial-load delegates stand for election. The election of a partial-load team member will take place prior to the election of the remaining positions. If more than one partial-load candidate stands for election, the highest vote-getter who obtains a vote by majority will be deemed elected to the negotiating team. Should there be no partial-load candidates, the designated position shall be deemed moot. The remaining positions are open to any delegates of the PBC. Any partial-load candidates who were not elected to the position reserved for a partial-load member may still run for one of the remaining positions.
- 3.3 Candidates for the team will be encouraged to declare themselves at the outset, thus allowing delegates to evaluate their abilities before the election is held. All nominations for the team will take place on the first day, speeches and elections will take place the following day, with the election for the designated Partial-Load team member position to take place prior to the election for all remaining team positions. Each candidate has the opportunity to deliver an election speech.
- 3.4 Two (2) alternates shall also be elected, using the default method, i.e. the two highest runners-up in the final ballot needed to elect the team shall be deemed to be first and second alternates, respectively. An alternate shall take part in negotiations only when replacing a regular team member who is permanently unable to continue. If necessary, the President shall decide if a team member is permanently unable to continue. If the member being replaced was chair or vice-chair of the team, the alternate shall not automatically assume that position.
- 3.5 The chair and vice-chair of the team shall be elected by and from the team members.
- 3.6 A staff negotiator and a staff researcher shall be assigned by the President to assist the team.
- 3.7 The DivEX members shall engage in organizing efforts to support negotiations, in consultation with and at the request of the team.

4. Preparing for Negotiations - Bargaining Advisory Committee (BAC)

- 4.1 There shall be a Bargaining Advisory Committee (BAC) consisting of one (1) member elected or appointed from each local, plus 8 partial-load members appointed by the DivEx in accordance with Article 4.3. The full BAC is comprised of one (1) member from each of the 24 locals, plus 8 partial-load members, for a total of 32 members. BAC members ideally should not be local presidents, members of the negotiating team or the DivEx members. The role of the BAC is to provide confidential advice and insight to the negotiating team as needed and requested by the team, and to support mobilization efforts, in accordance with the BAC terms of reference.
- 4.2 Following the PBC, members from each local shall elect or appoint one (1) member to represent

the local on the BAC. This member may be any member in good standing.

- 4.3 Following the PBC, the DivEx shall share with all locals a call for applications for the eight (8) partial-load (PL) positions on the BAC. After the PBC, interested applicants have two (2) weeks to submit their application directly to the DivEx or via their locals. Applications should include a CV and statement of interest from the candidate. Members will be selected by the DivEx, and will be selected with particular attention to representation including but not limited to diversity, interest, background, and experience, to ensure;
 - That each region is represented appropriately;
 - That there is representation from small, medium, and large colleges; and
 - That the viewpoints from small, medium, and large colleges; and
- 4.3.1 The DivEx shall consult with the applicable local regarding each member's appointment. It is understood that the local does not have to veto power over the appointment.
- 4.4 Within two (2) months following these appointments, a training session, for all members of the BAC will be provided by the DivEx, negotiating team, and staff negotiator. The session will address their roles and responsibilities as BAC members, as well as the bargaining cycle.
- 4.5 The BAC shall meet using digital technology and/or conference calls. Each member shall respect the full confidentiality of the bargaining process and shall not share or discuss information except with the DivEx, the negotiating team, other members of the BAC and local presidents. Each member will make every effort to be available to participate as needed and to represent the viewpoints of their constituencies. The unavailability of any member of the BAC will not delay the consultation process, and all feedback must be provided within the very tight timeline established by the team. The functioning of the BAC will be facilitated at the direction of the negotiating team.
- 4.6 Following the settlement of each Collective Agreement, the DivEX will review the role and functioning of the BAC and make recommendations for proposed changes, if any, to the next Divisional meeting and from there to the Executive Board.

5. Preparing for Negotiations -- Local Demand-setting

- 5.1 Within one week after the PBC, a notice shall be sent to the president and next ranking officer of each local, requesting them to convene a local membership meeting to set demands and establish priorities for negotiations, and to elect delegates to the final demand-setting meeting.
- 5.2 With the notice there shall be an information kit, containing among other things:
 - a) a copy of these procedures;

- b) the time frame for when locals should hold local demand-setting meetings;
 - c) the date and location of the final demand-setting meeting
 - d) the recommendations of the PBC;
 - e) the GMS forms (the use of which is optional); and
 - f) forms on which to record the local's official demands (with supporting documentation).
- 5.3 Normally, proposed demands shall be presented in person by the members attending the local demand-setting meeting. However, proposed demands and supporting documentation may be submitted in writing, in advance, by members unable to attend.
- 5.4 The duty of local leaders is to maximize ownership and participation by the members in the demand-setting process by the members. They shall bring the PBC recommendations before the members for their information and consideration.
- 5.5 Locals are required to identify and rank their top 10 priorities, using the guidance provided by the PBC. The purpose of prioritization is to emphasize that there is a limit to the number of viable proposals, and that members must make meaningful choices when they set their demands. In summary, the demands should be (a) relatively specific, (b) relatively limited, and (c) ranked in order of importance. Every attempt will be made to have a bargaining negotiating team member attend the local meeting if requested by the local.
- 5.6 The only proposals that will be considered official are those adopted by majority vote at the local demand-setting meeting (at which a quorum must be present -- see the Constitution, Article 29.8.2), entered on the appropriate forms, signed by two local officers, and sent with supporting documentation to arrive at the Collective Bargaining Department at OPSEU/SEFPO Head Office by the date specified in the information kit.

Preparing for Negotiations -- Election of Delegates

- 5.7 In addition to setting demands, the local shall elect delegates to the final demand- setting (FDS) meeting, according to the formula laid down in Article 13.4(a) of the Constitution. The local president (or in their absence, the local vice-president) shall be the automatic first delegate. All other delegates shall be elected by a majority of the voting members.
- 5.8 Each local is entitled to elect a maximum of one (1) alternate to attend the final demand-setting meeting, at the local's expense. Such alternate may attend as an observer, with no voice or vote, and will only participate (with voice and vote) when replacing a delegate who is permanently unable to continue.
- 5.9 Notwithstanding the provisions of Sections 5.7 and 5.8 with respect to the time and place of the election, locals may elect their delegate(s) and alternate in accordance with their approved local bylaws, or in the absence of bylaws, at other times and/or places which are in accordance with

the Constitution.

- 5.10 The name, address, telephone numbers and S.I.N. of each delegate and alternate entitled or elected to attend the final demand-setting meeting shall be included with the local proposals sent to the regional office, to enable OPSEU/SEFPO Head Office to provide sufficient accommodation, seating, documents and other information.
- 5.11 Even if a local does not submit demands, or the demands do not meet the rules, local delegates will not be disqualified from attending or voting at the final demand-setting meeting.
- 5.12 Members of the previous negotiating team, the BAC, and the Executive Board Members may attend the final demand-setting meeting as delegates only if entitled or elected as part of their local delegation. Otherwise, they can attend as local guests with no vote. The members of DivEx and the Negotiating Team are delegates in their own right.

6. Preparing for Negotiations -- Final Demand-setting

- 6.1 Only members who are qualified under Sections 5.7 to 5.12 above may attend the final demand-setting meeting. Union staff, as assigned by the President, shall also participate with voice but no vote.
- 6.2 Local demands that meet the requirements set out in Section 5.6 above shall be compiled into kits for the final demand-setting meeting. The kits, to be prepared by the negotiating team and union staff, shall contain among other things:
 - a) the demands of each local, including its 10 top priorities; and
 - b) an outline of proposed mobilizing efforts and activities; and the results of the GMS.

The kits shall be shared by from Head Office so as to reach registered attendees at least one week before the meeting.

- 6.3 A two-day final demand-setting meeting shall be held in Toronto on the weekend specified in the notice referred to in Section 5.2. It shall be chaired by the DivEx chair.
- 6.4 The local priorities will be tallied, weighted and ranked in order of importance. The tally will serve as the agenda and establish the order for discussion and debate. Demands will be set, based on the issues set forth in the tally. After the demands are set, they will be prioritized using a weighted balloting system (1 to 10).
- 6.5 The Chair shall allocate the time of the meeting to ensure, as far as possible, that all proposals are discussed and dealt with. Decisions shall be taken by majority vote. Only those proposals

adopted at the final demand-setting meeting will be presented to the employer. However, this does not preclude the team from responding to employer initiatives or to changes in legislation.

7. The Negotiating Process

- 7.1 By virtue of its election mandate, the negotiating team has the authority and responsibility to negotiate a collective agreement that as nearly as possible achieves the bargaining goals and priorities set by the members through the demand-setting process.
- 7.2 The team and DivEx are at all times accountable to the membership. While the give-and-take of bargaining is necessarily confidential, the team shall develop an effective communications strategy, with appropriate funds provided by OPSEU/SEFPO, so that local officers and members will be able to understand and identify with the process. This strategy shall, at a minimum, encompass the following principles and methods:
- 7.2.1 Principles:
- a) introducing the team, BAC, DivEx, and staff, and outlining their qualifications.
 - b) explaining the bargaining process and rationale for major strategic decisions.
 - c) detailing explaining the Union proposals, with rationale.
 - d) identifying and explaining the employer's demands.
 - e) explaining difficult issues as negotiations progress.
 - f) conveying key changes in position by either side.
- 7.2.2 Methods:
- a) factual written communications to all members.
 - b) factual communication with local presidents, the BAC, and local executives.
 - c) face-to-face meetings with locals.
 - d) liaison with print and electronic media, by geographic region.
 - e) liaison with constituencies outside the membership.
- 7.3 Because of their closer and more frequent contact with the team, local officers share the responsibility of communicating with their membership and furthering an understanding of the demands, the process and the decisions that the members will be called upon to make.
- 7.4 The chair of the team (or, in the chair's absence, the vice-chair) shall:
- a) chair all meetings of the team and provide team leadership;
 - b) with the assistance of the team and assigned staff, draft official negotiations bulletins, that shall be submitted to the Communications Department for final preparation and to the President for authorization;
 - c) explain allowable expenses and countersign team expense claims in accordance with union policies;
 - d) in emergency situations, exercise discretion, to provide food, refreshments and

incidentals for the team during negotiating sessions. Such expenses shall be accompanied by receipts.

- 7.5 The assigned staff members shall attend all meetings of the team, with voice but no vote.
- 7.6 Decisions of the team shall be taken in as informal and consensual a manner as possible. However, where consensus cannot be achieved, and after all team members have had an opportunity to express their views, the team shall decide the matter by vote.
- 7.7 The negotiating team is required to consult with the local presidents and the BAC before signing a tentative agreement. Within the very tight timeframe established by the negotiating team, the BAC and the local presidents will be able to confidentially review the final package before the negotiating team agrees to any tentative settlement. The negotiating team alone will make the final decision on any settlement and the team may accept or reject the feedback from the BAC and/or presidents. Costs, if any, for BAC member activities must be pre-approved by the Negotiations Supervisor.
- 7.8 The team is governed by the Union's policy on Solidarity and Dissent. Team members shall maintain public solidarity while bargaining is in progress. However, a member who dissents from a proposed collective agreement shall have the right to include a written dissent in the negotiations bulletin that explains and recommends the settlement to the members.

8. When Negotiations Break Down

- 8.1 If bargaining breaks down, the negotiating team shall continue to keep local officers and members fully informed, in accordance with the principles and methods of communication outlined in Section 7.2.
- 8.2 The timing of a membership vote on the employer's last presented offer must be formally requested by the employer and determined by the Ontario Labour Relations Board (OLRB). The team shall communicate clearly and in detail to the membership the offer being voted on, prior to such vote. The members shall also be advised of the implications of their vote in terms of renewed negotiations, possible strike vote, etc.
- 8.3 The majority required to confer a strike mandate is a majority (more than 50%) of the members of the bargaining unit who cast valid ballots.
- 8.4 At the time of a strike mandate vote, the team shall inform the membership of the terms of the current employer offer. The team shall advise the members that if a strike mandate is given, the team has the authority to decide if and when a strike shall be called.

8.5 Following an affirmative strike mandate vote, there shall be a meeting of the team, the BAC, and the local presidents for consultation and advice on future action, including the possibility of renewed bargaining, the setting of a strike date, or alternatives to a strike. Following such meeting, the members shall continue to be kept fully informed.

8.6 In the event that a strike is called, the strike shall be administered in accordance with the Union's Strike Policy.

9. Ratification of Settlement

9.1 When a tentative settlement is reached, the negotiating team shall meet with the local presidents and the BAC to explain the settlement prior to a ratification vote by the members.

9.2 The tentative settlement shall be placed before the bargaining unit for ratification in accordance with the Colleges Collective Bargaining Act. If ratified, the resulting collective agreement shall be signed by the negotiating team and the president of the Union.

(December 5-7, 1999 [B18])

3.2 Collective Bargaining – Negotiations

4. CAAT (Support) Negotiations Procedures

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Executive Committee; Negotiating Team; Executive Board Members;

Related: negotiation, bargaining, collective agreement, delegates, ratification

Purpose and Structure of the Division

- 1.1 The CAAT Support Full-Time (FT) Division consists of the employees in the community college support staff Full-time bargaining unit represented by OPSEU/SEFPO. Only OPSEU/SEFPO members in good standing may take part in the activities of the Division, although by law all employees in the unit may vote on collective agreements negotiated for them by the Union.
- 1.2 The Division is a ministry division, established by Article 21.2 of the OPSEU Constitution. It is funded by Head Office for the purpose of collective bargaining and matters arising from, or related to, collective bargaining. It exercises its mandate within the terms of Article 21.2.3 of the Constitution.
- 1.3 The Division is a bilingual division, representing members at Anglophone and Francophone colleges. All communications distributed in writing to divisional delegates at or in preparation for provincial meetings shall be made simultaneously available in English and French.
- 1.4 The Division carries out its mandate through:
 - (a) local demand-setting meetings
 - (b) final demand-setting meetings of local delegates
 - (c) a negotiating team hereinafter referred to as the “Team and EERC elected at each Pre- bargaining Conference”.
 - (d) a Divisional Executive (DIVEX) Committee elected at each final demand-setting meeting.
 - (e) standing committees, elected at each final demand-setting meeting and responsible to the membership through the DIVEX

- (f) any other meeting of the division
- 1.5 The Team shall act as a negotiating team with respect to all matters arising out of the collective agreement with the employer. The EERC shall act with respect to all matters arising out of the collective agreement during its term, and other matters affecting the bargaining interests of the members.
- 1.6 The DIVEX shall act on behalf of the division in representing its goals and objectives in responding to workplace cutbacks, pension changes, legislative changes, organizing campaigns, etc. Its decisions and actions in its role as the DIVEX shall be subject to direction or approval by the delegates to divisional meetings.
- 1.7 A vacancy in the chair position shall be filled by the vice-chair. A vice-chair vacancy shall be filled by a majority vote of the committee members. Vacancies on the committee shall be filled by alternates in sequential order.
- That "Where no alternate exist to fill the vacancy, the DIVEX will appoint a member to the position until:
- a) A regularly scheduled Divisional meeting is held, or;
 - b) An emergency CAAT Support FT meeting can be held where delegates for a CAAT Support FT meeting are already in attendance, all elections at the emergency meeting shall be governed as set out under Sections 6.2-6.5
- 1.8 If a committee member is absent for or plans to be absent during the term of office, alternates shall be called upon to fill such absences temporarily in ranking order, where reasonable notice is given.
- 1.9 No member(s) of the CAAT Support FT Division or elected or non-elected OPSEU/SEFPO representative shall meet with the employer, government or their agents to discuss or reach a tentative agreement on specific amendments, extensions or any changes to the terms and conditions of the Full-TIME Support Staff Collective Agreement, outside of the normal bargaining process outlined in these procedures, without first obtaining authorization to meet from a majority vote of all CAAT Support FT members.

The Pre-Bargaining Conference (PBC)

- 2.1 Prior to the official notification to bargain a new Collective Agreement being given, the outgoing Team, in consultation with the President, shall convene a Pre-Bargaining conference (PBC).
- 2.2 Each local of the division shall elect and send delegates and alternates according to the formula laid down in Articles 13.4(a), 13.5.1 and 13.5.2 of the Constitution. The highest ranking CAAT support FT Officer or in their absence, the next highest ranking CAAT Support FT Officer shall be

the automatic first delegate.

Delegates shall be responsible for representing their local during the entire bargaining process, including responsibility for reading, reviewing, summarizing and communicating bargaining information at the local level.

October 16-17, 2024[B37])

- 2.3 Attendance by alternates and observers at the PBC shall be at the expense of their local, except where an alternate is replacing a delegate who is unable to attend. They shall have voice but no vote, and shall be identified separately from the delegates (unless the alternate is replacing a delegate in which case the alternate will then have full delegate status).

The delegates and alternates to the PBC and the Final Demand Setting meeting, except in extenuating circumstances, shall be the same delegates and alternates for both meetings.

- 2.4 The Team and DIVEX shall also be delegates in their own right, in addition to their local delegate entitlement as determined by Article. 13.4(a) of the Constitution.
- 2.5 Union staff, as assigned by the President, shall also participate with voice but no vote.
- 2.6 The purpose of the PBC shall be to examine in depth a number of broadly-based issues that are relevant to the forthcoming round of negotiations, develop themes for consideration at local demand-setting meetings, and, generally, give guidance and a sense of direction to the delegates.
- 2.7 An Executive Board member who is a member of the CAAT Support FT Division may attend with voice but no vote unless they are a delegate in their own right by virtue of being a delegate from their local or is a member of the Team or DIVEX.
- 2.8 The PBC shall be chaired by the President of the Union or their designee.
- 2.9 The delegates shall elect (in accordance with Section 6) seven (7) Team members and alternates to the Team. The delegates shall elect from the Team members, one (1) chair and one (1) vice-chair.
- 2.10 The delegates shall elect five (5) delegates to form the Employee/Employer Relations Committee (EERC): three (3) to be elected from nominees from the new Team, and two (2) to be elected at large. The terms of reference for the EERC shall be as negotiated between the Union and the employer.

Local Demand-Setting

- 3.1 Following the PBC, the president and the next highest ranking CAAT Support FT Officer, shall be notified to convene a local FT Unit membership meeting for the purpose of setting bargaining proposals and establishing priorities.
- 3.2 With that notice there shall be an information kit, written in plain language and containing, among other things: - a copy of these procedures; - instructions on how and when to hold the meetings; background information on the economic and political context of the forthcoming negotiations, as appropriate; forms on which to record proposals (with supporting documentation); a summary of the recommendations from the PBC; delegate, alternate and observers credentials
- 3.3 If the Local's delegate(s) to the PBC are not among the two top local officers mentioned in Section 3.1 above, such delegate(s) shall also receive a copy of the kit. It is the responsibility of the delegate(s) and local officers to bring the results of the PBC before the members at the local demand-setting meeting for their information and consideration.
- 3.4 Normally, proposals shall be presented in person by the members attending the local demand-setting meeting. However, proposals and supporting documentation may be submitted in writing, to the Chair of the meeting, in advance, by members unable to attend.
- 3.5 The only proposals that will be considered official are those that are adopted by majority vote of the FT unit membership meeting, entered on the appropriate forms, signed by two (2) local officers to show they are the local's official proposals, and sent with supporting documentation to arrive at the Negotiations Unit of OPSEU/SEFPO at Head Office by a date to be determined by the Team and the Negotiations Unit.
- 3.6 Delegate, Alternate and observers credentials (as per Section 2.3) for those attending the final demand-setting meeting shall be included with the proposals sent to Head Office to provide sufficient accommodation, seating, documents and other materials for the delegates, alternates and observers.

Committee Proposals

- 4.1 The DIVEX Committee, Team and all other standing committees elected by the Division may also submit bargaining proposals provided that the proposals are adopted by majority vote at a Committee meeting where there is a quorum of members present, entered on the appropriate forms, signed by two (2) committee members including the chair or vice-chair to show they are the committee's official proposals, and sent with supporting documentation to arrive at the Negotiations Unit at OPSEU/SEFPO at Head Office by a date to be determined by the team and the Negotiations Unit.

(October 16-17, 2024 [B37])

- 4.2 The Team may also accept proposals from Standing Committees elected by the Division after the date determined by the Team and the Negotiations Unit, provided such proposals concern events or issues that were unforeseen prior to this date and critical to the union's representation of the Division.

Final Demand-Setting

- 5.1 Bargaining proposals that meet the requirements set out in Section 3.5 above shall be compiled into resource materials for the final demand-setting meeting. The resource materials shall be prepared with input from the current Team and from union staff, and may include recommendations. Head Office shall endeavour to mail out the resource materials so that they will reach the delegates at least one (1) week before the meeting. Electronic versions shall also be made available to all attendees.

(May 22, 2019 B)

- 5.2 Notice to bargain shall be given to the employer as provided by law (Colleges Collective Bargaining Act – CCBA).
- 5.3 On a weekend determined by the Team, a final demand-setting meeting shall be convened. A proposed agenda shall be developed by the Team and voted on by the delegates at the start of the meeting.
- 5.4 The delegates shall discuss and adopt their final demands. For the purpose of group discussion, a staff member shall be permitted to guide the discussion.
- 5.5 An Executive Board Member who is a member of the CAAT Support FT Division may attend with voice but no vote unless they are a delegate in their own right by virtue of being a delegate from their local or is a member of the Team or DIVEX and shall be included in the mailout.

(May 22, 2019 B; Convention May 6-9, 2015; October 16-17, 2024 [B37])

- 5.6 The delegates shall elect members and alternates to the following standing committees:
- a) Joint Insurance Committee (JIC)
Four (4) to be elected, one (1) of whom shall be elected by the delegates to be chairperson and one (1) of whom shall be elected as vice-chair. The terms of reference for the JIC shall be negotiated between the Union and the employer.
 - b) CAAT Pension Plan Representatives
Two (2) trustees and one (1) sponsor to be elected.

If an elected Trustee or Sponsor of the CAAT Pension Plan knows that they are planning on terminating or retiring from employment with the college and therefore their elected position with the CAAT Pension Plan, they will notify their DIVEX representative and the OPSEU/SEFPO staff person assigned to the plan preferably up to one (1) year prior to, and that OPSEU/SEFPO staff person will notify the 1st Alternate and arrange for them to be invited and included as an Observer for any meetings prior to the scheduled departure of the elected Trustee or Sponsor and that OPSEU/SEFPO will include all Alternates of the CAAT Pension Plan in education that is provided by the Union to allow Alternates the opportunity to gain knowledge and information about their potential responsibilities.

(Convention May 6-9, 2015; October 16-17, 2024 [B37])

- c) Joint Grievance Scheduling Committee (JGSC)
Three (3) to be elected, one (1) of whom shall be elected by the delegates to be chair and one (1) to be elected as vice-chair. The terms of reference for the JGSC shall be as negotiated between the Union and the employer.
- d) Joint Classification Committee (JCC)
Four (4) to be elected, one (1) of whom shall be elected by the delegates to be chairperson and one (1) to be elected as vice-chair. The terms of reference for the JCC shall be as negotiated between the Union and the employer.
- e) Divisional Executive (DIVEX)
Five (5) to be elected. Three (3) shall be elected from the committees as follows. That is, the EERC one (1); the JICand CAAT Pension Plan Representatives one(1); the JGSC and JCC one (1). There shall be two (2) remaining members elected at large. In the event that any of the DIVEX positions allocated to the committees remains unfilled, those positions shall also be elected at large. The delegates shall then elect from among the five (5) persons on the DIVEX, a chair person and a vice-chair.

(May 22, 2019 B; October 16-17, 2024 [B37])

- 5.7 Immediately following the elections of the standing committees, the Delegates shall elect by plurality, up to four (4) Team members that are not already on full-time book off. The Delegates shall then elect the remaining mobilizers positions (if any) for the term of the bargaining process to use Mobilizer Leave as per the letter of understanding in the Collective Agreement.
Delegates shall then elect four (4) alternate mobilizers,

(Convention May 6-9, 2015; October 16-17, 2024 [B37])

Elections. Quorum, Majority and Plurality

- 6.1 The quorum for all provincial meetings referred to in these procedures shall be fifty (50%) per cent of the delegates who have registered for the meeting in question, in accordance with Convention procedures.
- 6.2 All Divisional committee members, chairs and vice chairs shall be elected by a majority (more than fifty per cent) of those present and voting. Committee alternates shall be elected on the basis of plurality and ranked accordingly.
- 6.3 For any local demand-setting and/or CAAT Support FT unit membership meeting the quorum shall be as per the Constitution.
- 6.4 Any member in good standing may stand for election to the Team, EERC, DIVEX or any standing committee regardless of whether or not they are a delegate to the Pre Bargaining Conference and Final Demand Set Meetings provided there is a nomination received in writing. The nomination must state the name of the committee for which the nominee is standing, the position for which the nominee is standing, and the nominee's agreement to stand for that position, and must be signed and dated by both the nominator and the nominee and in the hands of the person chairing the meeting prior to the election taking place. Nominations for all committees may also be made from the floor.
- (May 22, 2019 B)
- 6.5 At the Pre-Bargaining Conference and prior to the nominations, the Delegates will be asked to contribute questions for the committee being elected. The questions shall be put in a box. After the nominations, the nominee will be given up to three (3) minutes to address the Delegates through a speech. They will then draw a question from the box and have one (1) minute to answer the question. The question will be dropped back into the box for random redrawing by other nominees.
- Nominees not in attendance at the Pre-Bargaining Conference or Final Demand Set Meeting shall be given up to three (3) minutes for their nominator to address the Delegates about their candidacy prior to candidates in attendance at the meeting addressing the delegates.
- (Convention May 6-9, 2015)
- 6.6 In the election of members to the Team, JIC, JCC and JGSC, following nominations and speeches, delegates shall first elect one (1) nominee who has never previously been a standing member of a Divisional committee named in these procedures, provided at least one (1) such candidate has been nominated. Delegates will then elect the remaining committee members from remaining nominees, including any who were unsuccessful in running for the position reserved for a nominee who has never previously been a standing member of a Divisional Committee. The

designation of Standing Member includes elected committee members or elected alternates who have become committee members following vacancies, but does not include alternates who occasionally attend committee meetings when an elected member is absent.

- 6.7 At each PBC, the DIVEX shall open nominations for one CAAT Support Staff Retiree, in receipt of a CAAT Pension and who has opted to receive CAAT Retiree Benefits, to represent CAAT Support Staff Retirees on the CAAT Retirees JIC. At the same time, procedures for nomination and selection will be made available. Nominations shall remain open for a minimum of twenty (20) working days. Following close of nominations, a Committee including at least one (1) member each of the Divisional Executive Committee and the JIC shall interview eligible candidates and appoint a representative. The term of office shall be from the close of the Final Demand Set meeting until the close of the following Final Demand Set meeting.

Negotiations

- 7.1 The chair (or in the chair's absence, the vice chairperson) of the Team shall:
- a) chair all meetings of the team and meetings of the mobilizers;
(Convention May 6-9, 2015)
 - b) draft negotiation reports with the Team and the staff negotiator to be sent to all members of the bargaining unit during negotiations. Such reports shall be submitted to the Communications Department for final preparation. Negotiation reports require the signature of the Chairperson and authorization by the President of the Union;
 - c) be responsible for the orderly conduct and discipline of the Team and mobilizers;
(Convention May 6-9, 2015)
 - d) explain allowable expense claims for the Team and mobilizers in light of Union policies;
 - e) (Convention May 6-9, 2015)
 - f) in emergency situations, using discretion, provide food, refreshments and incidentals for the team during negotiation sessions (such expenses to be accompanied by receipts);
 - g) not make a decision regarding the employer's offer without a vote of the Team.
- 7.2 The staff negotiator may lead the group's discussions while the Team is in caucus.
- 7.3 Members of staff assigned to negotiations may attend all official meetings of the team.
- 7.4 Any contract negotiated with the employer in the name of the Union shall be ratified in accordance with the Colleges Collective Bargaining Act, and signed by the President of the



Union.

Divisional Meetings

8.1 The Division shall be entitled to one (1) meeting of delegates per year. (Delegate entitlement shall be as per Sections 2.2, 2.3, and 2.4 above.) When a multi-year agreement is negotiated, there would be a division meeting only in the year or years which did not immediately precede a return to the bargaining table (for example, in one two-year agreement there would be a Division meeting in year one and a PBC/Division meeting in year two). In addition to the matters to be discussed by the PBC or final demand-setting meeting (as the case may be), the agenda may include items brought forward by the Team as per its mandate under Section 1.4 above. A separate divisional meeting may be called by the Team or DIVEX to be held in conjunction with the PBC or demand-setting meeting.

(May 22, 2019 B)

8.2 Where Divisional procedure changes are part of the agenda, OPSEU/SEFPO Head Office shall endeavor to send out the proposed divisional procedure changes one (1) week before the meeting in the most expeditious manner.

General Protocol and Team Conduct

All members of the Team are reminded that they represent the Union and the membership while at the table with the employer, and are expected to govern themselves accordingly at all times.

Solidarity and Dissent

- a) As a general rule the Executive Board endorses the principle that the Team should resolve its differences internally and act in accordance with the principle of solidarity.
- b) The Executive Board endorses the view that the elected President/Treasurer of the Union, support any bargaining team and that team's recommendation to the membership.
- c) The Executive Board further states that no member of the Executive Board may publicly oppose or encourage the opponents of a bargaining team's recommendations, except as pertains to their own contract. -
- d) An elected Team will have full use of the Union's resources in campaigning on behalf of its recommendations to the membership on approval by the President and/or Executive Board.
- e) No member of a 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 the Team. This constraint does not apply to Locals, which are free to use their resources to engage fully in debate on a proposed collective agreement, and which shall be given, upon request, a mailing list of all members in the bargaining category.
- g) Debate on the merits of a proposed agreement shall not include attacks on personalities. This applies to: OPSEU/SEFPO News, written and verbal presentations of both the Team's position and those opposing the Team's position.
- h) The report of the 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 Team may be removed by their electors.

EXPLANATORY NOTE: The principles of the General Protocol and Team Conduct rules, above apply equally to all committees, the necessary changes being made..

3.2 Collective Bargaining – Negotiations

5. Ontario Dairy Herd Improvement Corporation (ODHIC) Negotiations Procedures

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Executive Committee; Negotiating Team; Executive Board Members;

Related: negotiation, bargaining, collective agreement, delegates, ratification

Local Demand Setting

- 1.1 The President of the Local shall be notified by Collective Bargaining to convene a local membership meeting for the purpose of setting bargaining proposals.
- 1.2 Proposals shall be presented in person by members attending the local demand setting meeting. Members who must drive more than thirty (30) kilometres one way to attend the meeting shall be paid the kilometrage allowance in conformity with the Executive Board policy. Any exceptions for Regions 6 and 7 shall be dealt with on a case-by-case basis by Collective Bargaining.
- 1.3 Each local shall elect two (2) delegates to attend the provincial final Demand Set. The name, address, telephone numbers and SIN of each delegate elected to attend the final Demand Set shall be included with the proposals and sent to Head Office by the date determined by the Collective Bargaining department.
- 1.4 Meetings shall be held at 12:00 noon (except for head office, laboratories, and Regions 6 and 7) at locations to be determined by the local. No wages nor lost time will be paid for local demand sets. A lunch will be provided by attending members.
- 1.5 The only proposals that will be considered official are those adopted by a majority vote of the local membership meeting, entered on the appropriate forms, signed by the Local President. All proposals and related documents shall be sent to the regional office.

Final Demand Setting

- 2.1 Delegates to the Final Demand Set shall discuss and adopt their demands. For the purpose of group discussion, the assigned staff members shall guide the discussion. Staff as assigned by the President shall also participate, with voice but no vote.
- 2.2 Delegates shall elect a six (6) person provincial Bargaining Committee and two (2) alternates.

- 2.3 Delegates shall also elect a five (5) person provincial EERC/Health and Safety Committee and two (2) alternates. This committee will select a Chair from itself.
- 2.4 Alternates shall attend provincial committee meetings only if a regular member is permanently unable to continue.
- 2.5 Delegates shall also elect a two (2) person provincial Car Committee.

Provincial Bargaining Committee

- 3.1 The provincial Bargaining Committee shall be charged with negotiating the collective agreement with the employer. It shall act as a provincial executive for the unit with respect to all matters arising out of the collective agreement during its term, and other matters affecting the bargaining interests of the members, such as cutbacks, pensions, layoffs, etc. Its decisions and actions in its role as provincial executive shall be subject to the direction or approval by the delegates to the provincial Demand Set.
- 3.2 The Bargaining Committee shall select a Chair and Vice Chair from amongst its members.

Quorum and Majority

- 4.1 For all provincial meetings a quorum shall be 50% of registered delegates.
- 4.2 All delegates and committee members shall be elected by a simple majority of those present and voting.

(September 16-18, 1992, B, p.19; April 28-30, 1994 C, p. 8)

3.2 Collective Bargaining – Negotiations

6.A Ontario Public Service (OPS) Negotiations Procedures – Correctional Bargaining Unit

Effective Dates: [February 27-28, 2024 [B69]]

Application: OPSEU/SEFPO-wide; Executive Committee; Negotiating Team; Executive Board Members;

Related: negotiation, bargaining, collective agreement, delegates, ratification

1. Bargaining Better Contracts

- 1.1 OPSEU/SEFPO fundamental goal in collective bargaining is to improve the wages and working conditions of its members.
- 1.2 Collective bargaining is a continuous cycle with three main (and overlapping) phases. The enforcement phase is continuous. The demand-setting phase occurs in the year prior to negotiations. The negotiations phase extends from the election of the bargaining team to the final signing of the ratified collective agreement or date of interest arbitration award. The purpose of these Ontario Public Service (OPS) - Correctional Bargaining Unit bargaining procedures is to guide members by providing clear goals, roles, and rules for each phase of the cycle.
- 1.3 These procedures apply to all members in the Correctional Bargaining Unit in the OPS.

2. Roles and Structures

2.1 The members

The power to set the union's overall bargaining agenda rests with the members at the local level. All members are expected to participate actively, through their local, in all phases of the bargaining cycle regardless of job status.

"Job status" means members' status as full time classified, regular part time classified, flexible part time, full time fixed term, part time fixed term, seasonal or student workers.

2.2 The Locals

Locals with members in the Correctional Bargaining Unit are responsible for ensuring that all affected members participate in each phase of the bargaining cycle.

2.3 Bargaining Team

- 2.3.1. OPSEU/SEFPO members in the OPS Correctional Bargaining Unit are represented in the negotiations phase by an elected bargaining team.

- 2.3.2. The Correctional Bargaining Team bargains all issues, including category issues, for all members within the bargaining unit.
- 2.3.3. To be elected to the OPS Correctional bargaining team, a member must have been an OPSEU/SEFPO steward or a member of a MERC/LERC/RERC/ PJOHSC/DHS/JOHSC or a health and safety representative for at least six months prior to their election. Any member can submit an intent to run for a position whether in attendance at the meeting or not
- 2.3.4. The Correctional bargaining team shall consist of thirteen (13) members:
- four (4) from the Correctional Officer (CO) category, including Correctional Supervisors;
 - one (1) from Youth Services Officer (YSO) category;
 - one (1) from Probation & Parole Officer category (PPO);
 - one (1) from Probation Officer category (PO);
 - one (1) from Probation & Parole Officer/ Probation Officer category PPO/ PO);
 - one (1) from COR Institutional and Health Care category;
 - one (1) from COR Administrative/Office Administration/Technical/ Operational/Maintenance category;
 - one (1) from COR Multi-other category;
 - one (1) member at large from any category; and
 - one (1) from fixed term.
- *Clarity Note: COR Multi-other category includes all classifications except YSO, CO, Correctional Supervisors, PO, PPO and classifications included in COR Institutional and Health Care, Administrative/ Office Administration/ Technical/ Operational/ Maintenance categories.
- 2.3.5. The President of OPSEU/SEFPO or their designee is recognized as a member of all bargaining teams and shall participate in bargaining when necessary.
- 2.3.6. The bargaining team will elect, from among its members, a Chair and a Vice-Chair.
- 2.3.7. The bargaining team Chair shall:
- chair all meetings of the team;
 - authorize (along with the president of OPSEU/SEFPO) all negotiation bulletins from the team to the members;
 - be responsible for the orderly conduct and discipline of the team; and have a voice and vote.

In the event of a tie, the Chair shall cast the deciding vote.

- 2.3.8. The bargaining team Vice-Chair shall:
- Assume all duties of the Chair in their absence.
- In the event that the Chair resigns from the position of Chair, or from the bargaining team, the Vice-Chair shall assume role of Chair. The bargaining team will then elect, from among its members, a new Vice-Chair.
- 2.3.9. Elected alternates only sit on bargaining teams if the regular member is permanently unable to continue. The same rule applies to the replacement of the first alternate by the second and the second by the third.

Should any member of the bargaining team assume a position (temporary or full time) outside of the OPSEU/SEFPO Correctional Bargaining Unit, they will immediately forfeit their position on the bargaining team.

2.4 Employee Relations Committees

- 2.4.1. Improving the wages and working conditions of members is not limited to the negotiation of new collective agreements. Contract enforcement is a vital part of the union's work. In addition, issues may arise that are not covered by the collective agreement, e.g., shift schedules, local details of compressed work week arrangements, and so on. It is the job of OPSEU/SEFPO's Employee Relations Committees (ERCs) to enforce the collective agreement, help identify needed improvements, deal with special cases and negotiate with the employer on issues outside the scope of the existing contract.
- 2.4.2. In negotiations with the employer, Employee Relations Committees may not propose or agree to any measures that conflict with the collective agreement.
- 2.4.3. The two represented MERCs shall take direction from the bargaining team on issues relating to contract negotiations during the negotiations phase.
- 2.4.4. The role of ERCs is further discussed in Article 16 of the OPS collective agreement, where they are referred to as "Employee Relations Committees," and Appendix COR4.
- 2.4.5. ERCs may continue to meet with the employer once Notice to Bargain has been sent by either party until directed to step down by the bargaining team. Any agreements reached at an ERC meeting during bargaining must be sent to the bargaining team for approval before being signed. Notwithstanding this provision, the President of OPSEU/SEFPO has the authority to direct ERCs not to meet.

3. Bargaining Timeline

3.1 Introduction

- 3.1.1. As a general goal, OPSEU/SEFPO bargaining teams shall work to achieve a new collective agreement prior to the expiry of the existing one.
- 3.1.2. During demand setting and negotiations, OPSEU/SEFPO members and staff shall follow the steps outlined in the OPS Corrections bargaining timeline (Appendix 1). Where employer actions affect this timeline, staff and bargaining teams shall use their discretion to achieve the goals set out in these procedures.
- 3.1.3. Enforcement of the collective agreement is an ongoing union activity. It happens prior to, during, and after the demand-setting and negotiations phases of the bargaining cycle.
- 3.1.4. Prior to the start of demand setting, all OPS locals covered by the Correctional collective agreement shall conduct a canvass of all worksites to record the number of members in each, the type of service provided to the public, the job status of members, the number of new members, the number of grievances filed in the worksite, and other information that may aid in the negotiation of the new contract.

3.2 Demand Set Process

- 3.2.1. As OPSEU/SEFPO is a member driven union, bargaining priorities shall be determined by members. The following process will be followed to identify the priorities of the Correctional Bargaining Unit to assist the bargaining team in determining strategy for the negotiations phase.
- 3.2.2. At least 12 months prior to the contract expiring, BMERC will call a virtual meeting for highest-ranking, including both MERCs, PJOHSC, and DHS. The purpose of this meeting is to gather information on the local climate and issues to prepare for the bargaining demand set survey. Presentations from staff in the Negotiations, Grievance, Benefits and Pension and Research departments will be provided. Other departments may be called to provide presentations at the request of BMERC.
- 3.2.3. Following the highest-ranking meeting, a survey will be created to identify the bargaining demand set priorities of the membership. The survey will be reviewed and approved by BMERC prior to distribution to members. Part of the review will include reviewing the recommendations from the previous bargaining team.
- 3.2.4. Once the survey is finalized and approved, all Correctional Bargaining Unit members shall be invited to participate in the online demand setting survey. In special circumstances, such as remote locations where members do not have easy access to the internet, with approval from the OPSEU/SEFPO President, surveys will be mailed to members on request. This shall occur a minimum of 8 months prior to the expiry of the contract. The survey will be open for a minimum of 4 weeks. Local presidents/highest ranking will be provided information to disseminate to their members about the survey.
- 3.2.5. The results of the survey will be compiled and shared with the Bargaining Team, once elected. The Bargaining Team shall disseminate the results to all members.

3.3 Special Cases

- 3.3.1. At least 8 months prior to expiry of the contract, the process and forms for locals to submit a Special Case shall be provided to all Correctional Bargaining Unit Locals. This shall be included in the call-out package for the Regional Bargaining Conference.
- 3.3.2. Special Cases must be submitted at the Local Meeting described in Section 3.4.
- 3.3.3. All Special Cases must be signed by two (2) Officers of the Local. This shall be captured in the minutes of the meeting. Within two (2) working days after the local meeting, locals shall forward their Credential Attestation Form, any Special Cases and minutes of the meeting to their OPSEU/SEFPO regional office.

3.4 Local Meetings

- 3.4.1. At least 8 months prior to the expiry of the contract, all locals with Correctional Bargaining Unit members will hold a General Membership Meeting to elect delegates to the Regional Bargaining Conference as per Convention formula for each of the following categories:
 - Correctional Officer (CO) category, including Correctional Supervisors;
 - Youth Services Officer (YSO) category;
 - Probation and Parole Officer (PPO) category;
 - Probation Officer (PO) category;

- COR Institutional and Health Care category;
- COR Administrative/Office Administration/Technical/Operational/Maintenance category;
- COR Multi-other Category (excluding YSO, CO, Correctional Supervisor, PO, PPO and classifications in other categories);
- Fixed-term (FXT) category.

Clarity Notes:

- A FXT member at the local level may vote in more than one category as long as they are from that category and not elected. Once elected in their respective category a member may not be elected in any other category.
 - A member in a temporary assignment shall only be permitted to vote and stand for election in the category of their home position in their home local.
- 3.4.2. Quorum for local meetings shall be as specified in Article 29.8.2 of the OPSEU/SEFPO Constitution, based on the number of OPS Corrections members in the local. Lack of quorum does not preclude holding delegate and alternate elections.
- 3.4.3. Members wishing to stand for election who are unable to attend the meeting must provide a signed letter confirming their willingness to stand. A copy of such letter must be included with the local minutes.
- 3.4.4. All delegate positions and, alternates, must be elected by a majority (more than 50 per cent of those voting), with runoff ballots if necessary.
- 3.4.5. Alternates must be elected separately from delegates. Where a category is entitled to more than one alternate, they shall be ranked.
- 3.4.6. All OPS members in the Correctional Bargaining Unit in good standing have equal rights to run for election as delegates and alternates.
- 3.4.7. Within two (2) working days after the local meeting, locals shall forward their Credential Attestation Form, any Special Cases and meeting minutes to their OPSEU/SEFPO regional office. Forms must be signed by two officers of the local to be official. Local Presidents or highest ranking member in the Corrections unit may also be given the option of submitting this information on-line.
- 3.4.8. Regional Office staff will date-stamp the special case wage adjustment proposals and forward them immediately to the Research unit. No later than two (2) weeks after the last local meeting, all materials (electronic and original paper copies) shall then be sent to the Contract Negotiations Division.

3.5 Regional Correctional Bargaining Conferences

- 3.5.1. A Regional Bargaining Conference shall be held in each OPSEU/SEFPO region on a Saturday no later than six (6) months before the collective agreement expires.
- 3.5.2. Delegates to the Regional Correctional Bargaining Conferences are elected at the local meetings as per Convention formula. Elected alternates may attend with voice but no vote, at the expense of the local. The alternate may only replace a voting delegate if replacing the delegate permanently.
- 3.5.3. The highest-ranking available OPS Correctional Bargaining Unit member in the region shall chair the regional bargaining conference.
- 3.5.4. The agenda of each Regional Correctional Bargaining Conference shall include election of regional delegates and alternates from each identified category;
- four (4) from Corrections Officer (CO), including Correctional Supervisors;
 - one (1) from Youth Services Officer (YSO);
 - one (1) from Probation and Parole Officer (PPO);
 - one (1) from Probation Officer (PO);
 - one (1) from Probation & Parole Officer/ Probation Officer(PPO/ PO);
 - one (1) from COR Institutional and Health Care category;
 - one (1) from COR Administrative/ Office Administration/ Technical/ Operational/ Maintenance category;
 - one (1) from COR Multi-other category (excluding YSO, CO, Correctional Supervisor, PO, PPO and classifications in other categories);
 - one (1) from Fixed Term (FXT), and
 - up to two (2) alternates per delegate.

* Clarity Note: At the Regional Correctional Bargaining Conference a Delegates may only vote in the category in which they were elected to at their local meeting except for the PPO/PO category. All PO and PPO delegates shall be eligible to vote and stand for election in the PPO/PO category.

- 3.5.5. Regional Correctional Bargaining Conferences do not have a mandate to set demands or establish bargaining priorities.
- 3.5.6. All positions, including alternates, must be elected by majority vote (more than 50 per cent of those voting). If multiple delegates or alternates are elected on the same ballot, their positions will be ranked based on the total number of votes per candidate.

3.6 The Central Corrections Bargaining Conference

- 3.6.1. The Central Correctional Bargaining Conference shall be held in Toronto on a Saturday two (2) weeks after the Regional Correctional Bargaining Conferences.
- 3.6.2. Delegates to the Central Corrections Bargaining Conference are those elected at the Regional

Correctional Bargaining Conferences.

- 3.6.3. The MERC Co-chairs shall chair the Central Correctional Bargaining Conference.
- 3.6.4. The agenda for the Central Correctional Bargaining Conference shall include elections of all categories identified in 2.3.4 and mobilization training in preparation for bargaining.
- 3.6.5. Elections at the Central Correctional Bargaining Conference follow the same rules as per 3.5.6 of the Regional Correctional Bargaining Conference. To be elected to the OPS Correctional bargaining team, a member must have been an OPSEU/SEFPO steward or a member of a MERC/LERC/RERC/PJOHSC/DHS/JOHSC or a health and safety representative for at least six months prior to their election. Any member can submit an intent to run for a position whether in attendance at the meeting or not.
- 3.6.6. All categories shall meet in their respective groups to elect bargaining team members and three (3) alternates for each bargaining team member. The alternates will be ranked.
- 3.6.7. After the elections of category members, the conference shall reconvene to elect their member at large and three (3) alternates.
- 3.6.8. The elected team shall meet to elect the Chair and Vice-Chair of the bargaining team immediately following the adjournment of the Central Correctional Bargaining Conference.

4. Member Support for the Bargaining Teams

- 4.1.1. There shall be five (5) mobilizers appointed by the bargaining team. The mobilizers shall take direction from the bargaining team, through the Chair. Mobilizers shall be made available to the bargaining team as required.
- 4.1.2. The role of the mobilizers shall minimally include:
 - To establish a contact in each Correctional Bargaining Unit local and worksite;
 - To facilitate two-way communication between the membership and the bargaining team;
 - To work with the bargaining team and OPSEU/SEFPO-Campaigns on any mobilizing strategy and campaigns during the negotiations phase;
 - Liaising with local worksites, including on-site visits and attending local meetings as directed by the Chair
- 4.1.3. An educational program will be delivered by qualified OPSEU/SEFPO staff and/or member instructors to develop local and regional mobilizing strategies.
- 4.1.4. Each local may form a Mobilizing Committee. The job of the committee is to assist and support the bargaining team with member mobilization through negotiation phase.

4.2 Communication

- 4.2.1. A strong bond of communication between the bargaining teams and the members is critical to successful negotiations. Throughout the bargaining process, the union will communicate directly with members through a negotiations bulletin, LOCK TALK. This publication shall be produced by the bargaining team in consultation with assigned staff negotiators and communication. All publications shall be authorized for distribution by the team chair, the assigned staff negotiators, and the President of OPSEU/SEFPO.
- 4.2.2. If, upon signing a tentative collective agreement, a team member dissents from the team's recommendation, the dissent will be noted in a negotiations bulletin.
- 4.2.3. A bargaining team email address shall be established for each round of bargaining for members to contact the bargaining team.

5. Contract Bargaining

- 5.1 Negotiations will take place in the Greater Toronto area (GTA).
- 5.2 All bargaining team members shall receive specific training on bargaining strategy and the Solidarity and Dissent policy.
- 5.3 To achieve the best possible collective agreement, the bargaining team, working with assigned staff, shall analyze the forces working for and against the bargaining unit in the current round of bargaining. This analysis shall evaluate the strength of the OPS members in the Correctional Bargaining Unit and their allies, the employer and its allies, service users, the community, the news media, municipal and provincial politicians, current events, and so on.
- 5.4 The bargaining team shall begin preparing for negotiations towards a new collective agreement at least one hundred and eighty (180) days before the contract expires.

6. Ratification Votes

- 6.1 Any collective agreement negotiated in the name of the union with the employer must be ratified by the members and signed by the members of the team and the president of OPSEU/SEFPO. An exception to this is a decision by the parties to refer outstanding issues to interest arbitration. Collective agreements that are referred to interest arbitration for final resolution do not need to be ratified because the agreed issues are incorporated as part of the arbitration award.
- 6.2 When a tentative collective agreement is reached each region shall hold information/vote meetings of the affected Correctional Bargaining Unit members. The Regional Vice-President, in conjunction with the bargaining team, is responsible for calling the meetings within the time requested by the teams. All locals shall receive at least three days' notice before the meeting date.
- 6.3 In special circumstances such as remote locations or widely dispersed membership, the local president may

ask permission to replace or supplement an information/vote meeting by a mail-in or phone-in ballot or segregated ballot to cover all or part of the bargaining unit or local. The President of OPSEU/SEFPO shall determine whether a mail-in, phone-in or segregated ballot is to be allowed in any given situation.

- 6.4 When a tentative collective agreement is reached by the bargaining team, team members must support the decision of the bargaining teams. Where a team member has communicated a different message than they agreed on at the time of the tentative agreement, unless they have voiced their dissent to the team(s) and the staff negotiator, they will immediately be removed from the team.
- 6.5 Affected OPS-Correctional Bargaining Unit members shall receive a written summary of the proposed contract changes.
- 6.6 The purpose of information/vote meetings is to explain the proposed contract changes and their impact on members. The meetings shall be conducted by a knowledgeable person, e.g., a local president, a bargaining team member, an Executive Board Member, or an OPSEU/SEFPO staff member. Members shall be encouraged to ask questions and discuss the changes prior to the vote.
- 6.7 In the case of a vote to reject a tentative settlement the issues in dispute will be resolved as described in section 6.17.
- 6.8 All votes must be cast in person; there shall be no proxy votes. All votes must be by secret ballot. Appropriate voting materials must be provided in sufficient quantities. Materials include official ballots, ballot boxes, reasonably private polling area, an up-to-date voters' list, an official tally sheet, and a supply of membership application forms.
- 6.9 Those conducting the vote shall ask each member for their name, check the name off the voters list, and hand the member a ballot. If the member's name is not on the list, an opportunity shall be given to sign a membership application. In special circumstances such as remote locations or widely dispersed membership, the local president may ask permission to replace or supplement an information/vote meeting by a mail-in or phone-in ballot or segregated ballot to cover all or part of the bargaining unit or local. The President of OPSEU/SEFPO shall determine whether a mail-in, phone-in or segregated ballot is to be allowed in any given situation.
- 6.10 Non-members are entitled to vote provided they are identified by a member in good standing before being given a ballot.
- 6.11 When voting is complete, the ballots shall be counted by OPSEU/SEFPO staff at the Regional Office along with Correctional Bargaining Unit Local Presidents or highest ranking member in the Correctional Bargaining Unit, or their designees, of the appropriate bargaining unit as scrutineers. Scrutineers are entitled to record the local results.
- 6.12 The official tally sheet on which the vote is recorded for paper ballots shall clearly show the number of the local, the name of the category (if applicable), the names of the scrutineers, the number of eligible voters,

the number of those who actually voted, and the number of ballots for, against, and spoiled.

- 6.13 The official tally sheet by Local shall be signed in ink by all those who took part in the ballot count. The ballots shall be retained at the Regional Office for at least 30 days.
- 6.14 The Regional Office vote result shall be forwarded by fax or e-mail to the Contract Negotiations Division where a tally by local will be kept.
- 6.15 When all results have been tabulated, they shall be communicated first to the OPSEU/SEFPO President and bargaining team, then to the regional offices and thence to the local presidents, who will ensure that the results are communicated to their members. Only the provincial results are released.
- 6.16 Where any member alleges that these procedures have not been followed, the President of OPSEU/SEFPO shall investigate the complaint and decide whether or not the vote shall be overturned. In making this decision, the President shall only order a new vote when, in their opinion, the failure to comply with the procedures has materially affected the outcome of the vote.
- 6.17 In the case of a vote to reject a tentative settlement the President of OPSEU/SEFPO in conjunction with the Correctional Bargaining Team shall hold an in-person meeting with Correctional Bargaining Unit Local Presidents or next highest-ranking Correctional Bargaining Unit member **and MERC/PJOHSC/DHS members to discuss the rejected settlement and identify key issues.** The bargaining team shall have the authority to go back to the table and negotiate or refer the outstanding issues in dispute to interest arbitration for final resolution. It is understood that issues that are not in dispute shall become an award in the Arbitrator's decision.

7. Interest Arbitration Process

- 7.1 In the event that the parties fail to reach agreement on all issues for the renewal of the Corrections collective agreement, all outstanding items may be submitted to interest arbitration in accordance with section 4 of the Crown Employees Collective Bargaining Act or such other section that may be applicable. The final decision as to what items will be submitted to arbitration will be made by the bargaining team in consultation with the Research Unit.
- 7.2 The Correctional Bargaining team will develop the union's position with the assistance of staff for referral to arbitration and will attend in person arbitration hearing(s).

8. Post Bargaining Process

- 8.1 Following the ratified agreement or an interest arbitration award being issued, the bargaining team shall hold a hybrid meeting within 30 business days or as soon as reasonably practical for all Correctional Bargaining Unit presidents or next highest-ranking Correctional Bargaining Unit member and MERC/PJOHSC/DHS members to discuss the round and agreement/award.

- 8.2 Following the conclusion of the round of bargaining, the bargaining team shall hold a debriefing session. A written report will be produced to be shared with the next bargaining team.

Appendix 1 – OPS-Correctional Bargaining Unit Bargaining Timeline

<p>At least 12 months before expiry</p>	<p>BMERC will call a virtual meeting with highest-ranking including MERC/PJOHSC/DHS to prepare for the bargaining demand set survey.</p>
<p>At least 8 months before expiry</p>	<p>Bargaining demand set survey is sent out to all Correctional Bargaining Unit members for their participation in the demand set process.</p> <p>Special Case forms and process sent to all Correctional Bargaining Unit locals.</p> <p>Correctional Bargaining Unit locals to hold a General Membership meeting to elect delegates and alternates to the Regional Bargaining Conference.</p>
<p>At least 6 months before expiry</p>	<p>Regional Bargaining Conferences held to elect delegates and alternates to the Central Bargaining Conference.</p> <p>Central Bargaining Conference held in Toronto to elect the Correctional Bargaining Team.</p> <p>Once elected, the bargaining team shall disseminate the results of the demand set process to all Correctional Bargaining Unit members.</p> <p>Bargaining team training.</p> <p>Bargaining team to begin preparing for negotiations.</p>

<p>Within last 3 months before expiry</p>	<p>Notice to Bargain submitted.</p> <p>Team tables opening proposals with employer.</p> <p>Issues bargaining starts.</p>
<p>At impasse</p>	<p>In-person meeting with highest-ranking including MERC/PJOHSC/DHS to discuss rejected settlement and identify key issues.</p> <p>If no deal, bargaining team to decide to return to the table or proceed to interest arbitration.</p>
<p>Within 30 business days after a ratified agreement or arbitration award</p>	<p>In-person meeting with highest-ranking including MERC/PJOHSC/DHS to discuss bargaining round and agreement/award.</p>
<p>Post-bargaining process</p>	<p>Bargaining team to hold debriefing session and prepare written report for the next bargaining team.</p>

3.2 Collective Bargaining – Negotiations

6B. Ontario Public Service (OPS) Negotiations Procedures - Unified

Effective Dates: July 18-20, 2023 [B13]

Application: OPSEU/SEFPO-wide; Executive Committee; Negotiating Team; Executive Board Members;

Related: negotiation, bargaining, collective agreement, delegates, ratification

1. Bargaining Better Contracts

- 1.1 These procedures apply to all members in the Unified bargaining unit in the OPS.
- 1.2 Bargaining better contracts for the OPS Unified Division requires a mobilized membership. Every Local in the OPS Unified will participate as much as they can in organizing and mobilizing their members.
- 1.3 OPSEU/SEFPO's fundamental goal in collective bargaining is to improve the wages and working conditions of its members.
- 1.4 Collective bargaining is a continuous cycle with three main (and overlapping) phases. The enforcement phase is continuous. The demand-setting phase occurs in the year prior to negotiations. The negotiations phase extends from the election of the bargaining teams to the final signing of the ratified collective agreement. The purpose of these Ontario Public Service (OPS) bargaining procedures is to guide members by providing clear goals, roles, and rules for each phase of the cycle.
 - 1.4.1 The demand setting phase is continuous. Demands that arise during the term of the Collective Agreement should be forwarded for inclusion in the formal demand setting survey prior to bargaining using the process in these procedures. Demand setting will be held in the year prior to the end of the current Collective Agreement. Demand setting training for Locals will be conducted by the Area Coordinating Groups.

2. Roles and Structures

2.1 The members

The power to set the union's overall bargaining agenda rests with the members at the local level. All members are expected to participate actively, through their local, in all phases of the bargaining cycle regardless of job status.

"Job status" means members' status as full-time classified, regular-part time classified, flexible part-time, full-time fixed term, part-time fixed term, seasonal or student workers.

2.2 **The bargaining categories**

The bargaining categories included in the Unified bargaining unit (commonly referred to as "categories") are:

- Administrative
- Institutional and Health Care
- Office Administration
- Technical/Operational and Maintenance.

2.3 **The locals**

Locals with members in the Unified bargaining unit are responsible for ensuring that all affected members participate in each phase of the bargaining cycle. Locals should be forwarding their demands and enforcement issues to the Area Coordinating Group for their Region and the effected Ministry Employee Relations Committee for the effected Ministry.

2.4 **Ministry Employee Relations Committee (MERC)**

The MERCs are responsible to enforce and negotiate working conditions between bargaining cycles for their Ministries. They are supporting Locals throughout the Province and assisting in communicating issues to the Area Coordinating Groups. MERCs will keep a list of enforcement issues and demands that have been brought to them for consideration and negotiation by their members. This list will be provided to the CERC to be included in the demand setting process.

2.5 **Central Employee Relations Committee (CERC)**

The CERC will be responsible to implement the bargaining procedures prior to the election of the bargaining team.

The MERCs, Area Coordinating Groups and mobilizers will be used to assist in the implementation of these procedures.

The organization of the demand setting phase, regional bargaining team elections and provincial bargaining team elections will be coordinated by CERC.

CERC will design the demand setting training, survey and information sharing processes.

Staff will be assigned to ensure this process.

2.6 **Bargaining Team**

2.6.1. OPSEU/SEFPO members in the OPS Unified bargaining unit are represented in the negotiations phase by an elected bargaining team.

2.6.2. The Unified team bargains all issues, including category issues, for all members within the bargaining unit.

- 2.7 To be elected to an OPS Unified bargaining team, a member must have been an OPSEU/SEFPO steward or a member of a MERC/LERC/RERC/H&S committee for at least twelve months prior to their election.
- 2.7.1. Members who have held positions outside the bargaining unit within the previous 12 months are not eligible to run for the bargaining team. Members who have not continuously held positions within the bargaining unit within the previous 12 months are not eligible to run for the bargaining team, with the exception of those who take positions with OPSEU/SEFPO.
- 2.7.2. The Unified team shall consist of fifteen (15) OPS members:
- a) one (1) member elected to represent each OPSEU/SEFPO region;
 - b) one (1) member elected to represent each of these categories: Institutional and Health Care; and Technical/Operational/Maintenance;
 - c) two (2) members elected to represent each of these categories: Administrative and Office Administration;
 - d) one (1) member elected to represent fixed term members;
 - e) Chair of the Central Enforcement and Renewal Committee (CERC) or designee from the CERC.
- 2.7.3. The President of OPSEU/SEFPO or their designee is recognized as a member of all bargaining teams and shall participate in bargaining when necessary.
- 2.7.4. The bargaining team will elect, from among its members, a chair and a vice-chair.
- 2.7.5. The bargaining team chair shall:
- chair all meetings of the team;
 - authorize (along with the president of OPSEU/SEFPO) all negotiation bulletins from the team to the members;
 - be responsible for the orderly conduct and discipline of the team; and
 - have voice and vote.
 - create agendas, call meetings of the bargaining team, call meetings of Local Presidents or highest ranking members (virtually)
 -
- 2.7.6. To assist the fixed term representative(s) on the Central/Unified team, a working group of fixed term members shall be formed. The group shall include elected regional fixed term representatives, who shall foster communication between fixed term members and the bargaining team and help mobilize fixed term members in support of the team. The OPS negotiations budget shall provide adequate funds for the effective mobilization of fixed term members.
- The vice chair would assume the Chair if the chair is unable to continue. A new election for the vacant vice chair position would take place.
- 2.7.7. Elected alternates only sit on bargaining teams if the regular member is permanently unable to continue. The same rule applies to the replacement of the first alternate by the second and the second by the third. If the

member being replaced was the chair or vice-chair of a team, the alternate does not automatically assume that position.

2.8 Area Coordinating Groups (ACGs)

- 2.8.1. During the negotiations phase, locals within a geographical area shall work together to support each other and the bargaining team throughout the bargaining process. Locals shall form "Area Coordinating Groups" (also known as "clusters") to do this work. ACGs are an essential part of the OPS unified bargaining unit. They will operate during all phases of the bargaining cycle and will be supported by the Regional EBMs and assigned Staff Representatives. ACGs will meet at least quarterly to discuss current issues and ideas for campaigns, shared challenges and opportunities to mobilize in the workplace.
- 2.8.2. Each ACG shall consist of bargaining team alternates and OPS local presidents (or their designees) from the area.
- 2.8.3. Assigned staff and Executive Board Members from the region shall provide help, support, and direction to the ACGs as needed. The ACG will elect a chair and vice chair at their first meeting. These positions will be filled by election when vacancies occur. The Vice chair automatically takes the chair's position if the chair steps down. The Chair will set agendas, call meetings at least quarterly and ensure minutes are kept of the meetings.
- 2.8.4. Bargaining team members will become members of the ACG in their region after a new Collective Agreement has been ratified.
- 2.8.5. ACGs will work with the Provincial Coordinating Group to ensure fast, accurate, two-way communication between local mobilizing committees and the bargaining team.
- 2.8.6. ACGs will be called on to assist with campaigns led by the Central Enforcement and Renewal Committee.
- 2.8.7. Within thirty (30) days of the ratification of the renewed collective agreement, all the ACGs in each region shall have a virtual meeting with the regional elected bargaining rep and regional mobilizers to debrief the recently completed round of negotiations. Any recommendations arising from the debrief will be sent to the Contract Negotiations Division and the CERC immediately following the teleconference.

2.9 Provincial Coordinating Group (PCG)

- 2.9.1. During the negotiations phase, the bargaining team shall establish a Provincial Coordinating Group (PCG) to coordinate member mobilization in support of the bargaining team. The PCGs will be established after the team has been elected.
- 2.9.2. The PCG is responsible for providing overall strategic direction and making decisions regarding mobilizing and member activities during the negotiations phase. The PCG will be made up of:
 - a) Chairs of the Area Coordinating Groups;
 - b) The chairs and vice-chairs of the bargaining team;
 - c) Staff and additional members as assigned;
- 2.9.3. The PCG shall be chaired by the Chair of bargaining team or their designee.
- 2.9.4. The chair of the bargaining team will have the authority to call a meeting of the PCG at any time during the negotiations phase.
- 2.9.5. As soon as possible but no later than sixty (60) days after the ratification of the renewed collective agreement, the bargaining team and the PCG shall meet to debrief the recently completed round of negotiations and to review the recommendations from the ACG debriefings. This meeting will occur at Head Office.
- 2.9.6. The PCG shall request resources from OPSEU/SEFPO to book off and train up to 27 member mobilizers to support the work of the bargaining team.

2.10 Employee Relations Committees

The Ministry Employee Relations Committees are the Divisional Executive for their Ministry committees.

- 2.10.1. Improving the wages and working conditions of members is not limited to the negotiation of new collective agreements. Contract enforcement is a vital part of the union's work. In addition, issues may arise that are not covered by the collective agreement, e.g., shift schedules, local details of compressed work week arrangements, and so on. It is the job of OPSEU/SEFPO's Employee Relations Committees (ERCs) to enforce the collective agreement, help identify needed improvements, deal with special cases and negotiate with the employer on issues outside the scope of the existing contract.
- 2.10.2. During the negotiation phase with the employer, Employee Relations Committees may not propose or agree to any measures that conflict with the collective agreement.
- 2.10.3. The CERC is recognized as the central leadership group for members in the OPS bargaining unit. Notwithstanding this, the CERC shall take direction from the bargaining team on issues relating to contract negotiations during the negotiations phase.

- 2.10.4. The role of ERCs is further discussed in Article 16 of the OPS collective agreement, where they are referred to as "Employee Relations Committees."

No ERC shall meet with the employer once Notice to Bargain has been sent by either party unless authorized to do so by the bargaining team Chair. Any agreements reached at an ERC meeting during bargaining must be sent to the bargaining team for approval before being signed.

3. Bargaining Timeline

3.1 Introduction

- 3.1.1. As a general goal, OPSEU/SEFPO bargaining teams shall work to achieve a new collective agreement prior to the expiry of the existing one.
- 3.1.2. During demand setting and negotiations, OPSEU/SEFPO members and staff shall follow the steps outlined in the OPS Unified bargaining timeline (Appendix 1). Where employer actions affect this timeline, staff and bargaining teams shall use their discretion to achieve the goals set out in these procedures.

The CERC will ensure that the timelines for preparing for bargaining are followed. OPSEU/SEFPO will provide the necessary resources to achieve these timelines.

- 3.1.3. Enforcement of the collective agreement is an ongoing union activity. It happens prior to, during, and after the demand-setting and negotiations phases of the bargaining cycle.
- 3.1.4. Prior to the start of demand setting, all OPS locals covered by the Unified collective agreement shall conduct a canvass of all worksites to record the number of members in each, the type of service provided to the public, the job status of members, the number of new members, the number of grievances filed in the worksite, and other information that may aid in the negotiation of the new contract.

Area Coordinating Groups will provide instruction, information and support to locals prior to help them conduct the canvass of worksites.

3.2 Demand Setting Survey and Local Demand Setting Meeting

- 3.2.1. At least 18 months prior to the expiry of the Collective Agreement the ACGs will meet to discuss and make recommendations on the content of the demand setting survey and information for the training of Locals for demand setting. ACGs will provide training to Locals on the demand setting process and will be a Regional resource for the Division.

- 3.2.2. At least fourteen (14) months before the contract expires, staff and MERCs shall provide their written input,

to the Contract Negotiations Division, on issues needing resolution in the upcoming round of bargaining. CERC will schedule an All MERC Chairs meeting specifically to solicit input for the demand setting survey.

- 3.2.3. At least thirteen (13) months before the contract expires, a tele-townhall will be scheduled to provide members with a report on the bargaining climate and key contract enforcement issues as well as information about the demand-setting survey. Members will be given three (3) working days after the virtual meeting to make suggestions about the content of the survey.
- 3.2.4. At least eleven (11) months before the contract expires, all members in the Unified bargaining unit including members in good standing on regular seasonal, and/or short-term layoff, will be invited to participate in an on-line demand-setting survey. The results from the survey will constitute the bargaining demands and they will be distributed to all affected OPS Locals at least nine (9) months before the contract expires. In special circumstances, such as remote locations where members do not have easy access to the internet, with approval from the OPSEU/SEFPO President, surveys will be mailed to members on request. Local presidents and highest ranking will be provided with the breakdown for their Local. CERC will be provided with the breakdown for every Local.
- 3.2.5. At least ten (10) months before the contract expires, the survey results, indicating the top demands, will be distributed to all locals with members in the Unified bargaining unit. At the same time, the local will be provided with a template for completing the priorities and minutes of the demand-setting meeting. Area Coordinating groups will provide support for Locals during the demand setting process.
- 3.2.6. Within six (6) weeks of distribution the survey results will be reviewed by the membership of each local at a demand setting meeting. For clarity, a member subject to regular, seasonal, an/or short-term layoffs, may remain in good standing for up to one year, and may attend the demand setting meeting. At the same meeting, the local will elect their category delegate(s) to the Regional Bargaining Conference based on Convention formula per category. The union will provide locals with a copy of the OPS bargaining procedures, meeting facilitation notes, report-back forms, instructions on how to elect delegates to the Regional Bargaining Conference, and local mobilizing committee information. Area Coordinating Groups will assist in mobilizing members and staff will be available to help ensure that meetings are effectively run.
- 3.2.7. Quorum for local demand setting meetings shall be as specified in Article 29.8.2 of the OPSEU/SEFPO Constitution, based on the number of OPS Unified members in the local. No quorum is required for the category meetings described in Article 3.2.9 and 3.2.14. For clarity, lack of quorum does not preclude holding delegate and alternate elections.
- 3.2.8. At the local demand setting meeting, the local shall first meet as a whole for a general discussion of the provincial demand setting survey.
- 3.2.9. The meeting shall then break into bargaining categories, each of which shall:
 - a) Discuss category issues,

- b) Elect delegates and alternates to represent the category at the regional bargaining conference, according to the convention formula, except that the local president is not an automatic delegate from their category.
- 3.2.10. Members wishing to stand for election who are unable to attend the meeting must provide a signed letter confirming their willingness to stand. A copy of such letter must be included with the local minutes.
- 3.2.11. All positions, including alternates, must be elected by a majority (more than 50 per cent of those voting), with runoff ballots if necessary.
- 3.2.12. Alternates must be elected separately from delegates. Where a category is entitled to more than one alternate, they shall be ranked.
- 3.2.13. All OPS members in the Unified bargaining unit in good standing have equal rights to run for election as delegates and alternates.
- 3.2.14. Following the category meetings, the fixed term members shall meet to elect one of their members as a delegate to attend the Regional Bargaining Conference in addition to the local's regular entitlement. They shall also elect one (1) alternate.
- 3.2.15. Following the category and fixed term meetings, the local shall reconvene as a whole to:
 - a) Discuss category issues, including wages
 - b) Identify the local's top demands in conjunction with the survey results.
- 3.2.16. Within two (2) working days after the local demand-setting meeting, locals shall forward their priorities along with minutes of the demand-setting meeting, to their OPSEU/SEFPO regional office. Priorities will only be considered official if they are adopted by the local, signed by two officers of the local, and accompanied by the minutes of the demand-setting meeting. Minutes must be signed by two officers of the local to be official. Regional office staff will date-stamp and vet priorities to ensure that they meet these conditions. No later than two (2) weeks after the last demand-setting meeting, all materials (electronic and original paper copies) shall then be sent to the Contract Negotiations Division— and the CERC.
- 3.2.17. Provincial priorities shall be tabulated and distributed to the bargaining team on their first caucus day. The survey results, as prioritized by the locals, will set the union's priorities for the new collective agreement. The bargaining team may identify additional demands that may arise as a result of special circumstances that impact negatively on the bargaining unit after the completion of the survey.

3.3 Essential and Emergency Services Bargaining for Unified Bargaining Unit

- 3.3.1. As per the OPSEU/SEFPO strike policy, the union will only bargain essential and emergency service (EES) levels where required by law. The union's bargaining goal will be, in all cases, to minimize the number of EES workers and to include management offsets to allow the union to have a meaningful strike. The union will, in

all cases, look for ways to enhance the participation of EES workers in any strike to help make it a meaningful strike.

- 3.3.2. Area Coordinating Groups will assist locals in providing the necessary information for EES negotiations. Staff Reps. assigned to the OPS Unified will assist. OPSEU/SEFPO staff shall provide local presidents and unit stewards with copies of the EES agreements used in their locals during the last round of bargaining. If no EES agreement was negotiated in the previous round and no EES agreement has been negotiated within the last five (5) years, a blank template will be provided.

- 3.3.3. All locals with OPS members in the Unified bargaining unit shall canvass each worksite in the local to record workplace contact information, the minimum number of staff needed to provide essential and emergency services, and the minimum number of essential and emergency tasks. Staff shall provide advice and assistance to the locals as required.

- 3.3.4. No later than five (5) months before the contract expires, each local shall submit an EES report to its OPSEU/SEFPO regional office. Regional office staff shall review all reports and provide additional comments or notes.

- 3.3.5. No later than one (1) week following the deadline in 3.4.4, regional office staff shall forward all EES reports to the Contract Negotiations Division and the CERC.

- 3.3.6. The Contract Negotiations Division shall review all EES reports and provide additional comments or notes for the OPS Unified Bargaining team.

- 3.3.7. Before essential services bargaining begins, the OPS Unified Bargaining team will be brought in for training. Following training, the EES team shall review the EES reports from the locals and, in consultation with the locals, make such changes as the team deems necessary. If bargaining has commenced, the issues bargaining team shall return to the workplace or be assigned to mobilizing as determined by the PCG/President.

- 3.3.8. The OPS Unified Bargaining team shall present the union's EES proposals to the employer at a time determined in consultation with the Unified bargaining team. EES agreements are to be completed as soon as reasonably possible in advance of issues bargaining. The OPS Unified Bargaining team will deal with any disputes related to EES agreements and shall determine the timing of the distribution of eligibility lists to worksites.

- 3.3.9. All members selected to perform essential and emergency services shall receive specific training on how EES workers can support their bargaining teams during a work stoppage.

3.4 Regional Bargaining Conferences

- 3.4.1. A Regional Bargaining Conference shall be held in each OPSEU region on a Saturday no later than nine (9) months before the collective agreement expires.
- 3.4.2. Delegates to the Regional Bargaining Conferences are elected at the local demand-setting meetings by category as per Convention formula. Elected alternates may attend with voice but no vote, at the expense of the local. The alternate may only replace a voting delegate if replacing the delegate permanently.
- 3.4.3. The highest-ranking available OPS member in the region shall chair the regional bargaining conference. For clarity, members of the Central Employee Relations Committee and Ministry Employee Relations Committees are included in this ranking. A MERC Chair or Vice Chair may chair this meeting. The conference will be chaired by the RVP or their designate, if a region has no CERC or MERC member in their region.
- 3.4.4. The agenda of each Regional Bargaining Conference shall include:
 - Election of a regional representative and three (3) alternates to the bargaining team;
 - Election of a delegate to the Central Bargaining Conference and one (1) alternate, for each Unified bargaining category (Administrative; Office Administration; Institutional and Health Care; and Technical/Operational/Maintenance);
 - Election of a fixed term delegate and one (1) alternate to attend the Central Bargaining Conference;
- 3.4.5. Regional Bargaining Conferences do not have a mandate to set demands or establish bargaining priorities.
- 3.4.6. All positions, including alternates, must be elected by majority vote (more than 50 per cent of those voting), with separate elections held for each position and runoff ballots as necessary. For clarity, delegates can only vote or run for the category or fixed-term for which they are elected by their local.
- 3.4.7. Following the election of the regional bargaining team member and alternates, delegates and alternates shall meet by category to elect the category delegates and alternates to the Central Bargaining Conference.
- 3.4.8. At the same time as the category meetings, fixed term delegates shall meet to elect their delegate and alternate to the Central Bargaining Conference.
- 3.4.9. All delegates to the Regional Bargaining Conferences shall receive training in the steps to be taken to support the bargaining teams. Area Coordinating Groups will provide information, instruction and support to all delegates to the Regional Bargaining Conference. CERC and the Area Coordinating Groups will meet prior to the regional bargaining conferences to develop this training in conjunction with the education department.

3.5 Central Bargaining Conference

- 3.5.1. The Central Bargaining Conference shall be held in Toronto on a Saturday two (2) weeks after the Regional Bargaining Conferences.
- 3.5.2. Delegates to the Central Bargaining Conference are the category and fixed-term representatives elected at the Regional Bargaining Conferences. Alternates elected at the Regional Bargaining Conference may attend the central meeting only in the absence of the respective elected regional delegate. Regional representatives on the bargaining team and the CERC Chair shall also attend but they are not entitled to vote in the election of the category or fixed-term representatives.
- 3.5.3. The Chair of the Central Enforcement and Renewal Committee shall chair the Central Bargaining Conference.
- 3.5.4. The agenda for the Central Bargaining Conference shall include election of a representative from each of the four categories and one fixed term representative to the bargaining team and three (3) alternates for each position.
- 3.5.5. Elections at the Central Bargaining Conference follow the same rules as elections at the Regional Bargaining Conferences.
- 3.5.6. Category and fixed term delegates shall meet in their respective groups to elect bargaining team members, as follows:
 - The Institutional and Health Care, and Technical/Operational/Maintenance categories shall each elect one (1) bargaining team member and three (3) alternates to the team.
 - The Administrative and Office Administration categories shall each elect two (2) bargaining team members and five (5) alternates for each category to the team
 - Fixed term delegates shall elect one (1) member and three (3) alternates to the team.
- 3.5.7. Upon completion of the central elections the bargaining team is complete, consisting of the CERC Chair, or designee, regional, category and fixed-term representatives. At the end of the Conference, the fifteen (15) members of the bargaining team shall elect the Chair and Vice-Chair of the team.

4. Member Support for the Bargaining Teams

4.1 Mobilization

- 4.1.1. Each local shall form a Mobilizing Committee. The job of the committee is to assist and support the bargaining teams with member mobilization through the demand setting and negotiations phases. The Area Coordinating Group will provide support to Locals with campaigns and tasks for the Local mobilization committees to do.

- 4.1.2. The committee is responsible for two-way communication between the members of the local and (through the ACGs and the PCG) the bargaining teams. Area Coordinating Groups will hold meetings regularly and will invite members of the Local Mobilizing committees. These meetings will take place at least quarterly during the contract enforcement phase and more often during the demand setting and bargaining phase of negotiations.
- 4.1.3. In the event that the bargaining team calls a strike vote, the committee in conjunction with the Local Executive Committee, shall hold a General Membership Meeting to inform all members of the issues in bargaining and the recommendations of the team. Area Coordinating Group members will be available to attend meetings if requested.
- 4.1.4. The local is responsible for funding the work of the Mobilizing Committee. OPSEU/SEFPO will provide materials for mobilizing.
- 4.1.5. An educational program will be delivered by qualified staff and/or member instructors to develop local and regional mobilizing strategies.
- 4.1.6. Following the election of the bargaining team, 27 mobilizers shall be recruited and trained and begin mobilizing the membership.

4.2 **Communication**

- 4.2.1. A strong bond of communication between the bargaining teams and the members is critical to successful negotiations. Throughout the bargaining process, the union will communicate directly with members through bulletins. Publications shall be produced by Communications staff in consultation with team chairs and assigned staff negotiators. All publications shall be authorized for distribution by the team chair, the assigned staff negotiators, and the President of OPSEU/SEFPO.
- 4.2.2. To ensure two-way communication between the teams and the members, team members shall communicate regularly with the Area Coordinating Groups and vice versa. ACGs shall communicate regularly with local Mobilizing Committees.
- 4.2.3. If, upon signing a tentative collective agreement, a team member dissents from the team's recommendation, the dissent will be noted in a negotiations bulletin.
- 4.2.4. Contact information for the bargaining team will be published.

4.3 **Local Presidents' Meeting**

- 4.3.1. The OPSEU/SEFPO President, in consultation with the elected bargaining team and the Provincial

Coordinating Group, shall call a Local Presidents' meeting and/or have to inform affected OPS local presidents about bargaining issues and to discuss strategy. Hybrid meeting options will be available.

- 4.3.2. Any meeting shall be held in the Greater Toronto area (GTA) on a Saturday prior to any strike vote.
- 4.3.3. The agenda for the meeting will be determined by the bargaining team in consultation with the Provincial Coordinating Group. The meeting will be chaired by the Bargaining team Chair or designate.
- 4.3.4. All bargaining team members and the highest ranking OPS officer in the Unified bargaining unit from each local shall be entitled to attend the Local Presidents' meeting as delegates. Elected alternates may attend, if funded by their own local.

5. Contract Bargaining

- 5.1 Negotiations will take place in the Greater Toronto area (GTA). A hybrid option will be available.
- 5.2 All bargaining team members shall receive specific training on bargaining strategy and the Solidarity and Dissent policy.
- 5.3 To achieve the best possible collective agreement, the bargaining team, working with assigned staff, shall analyze the forces working for and against the bargaining unit in the current round of bargaining. This analysis shall evaluate the strength of the OPS members in the Unified bargaining unit and their allies, the employer and its allies, service users, the community, the news media, municipal and provincial politicians, current events, and so on. The team shall pay particular attention to the timing of strike votes and strike deadlines.
- 5.4 The bargaining team shall begin negotiations towards a new collective agreement at least six weeks before the contract expires as long as EES Bargaining has been completed, and will continue until an agreement or impasse is reached.

6. Ratification/Strike Votes

- 6.1 Any collective agreement negotiated in the name of the union with the employer must be ratified by the members and signed by the members of the team and the president of OPSEU/SEFPO.
- 6.2 When a tentative collective agreement is reached, or a strike mandate is sought as a result of an impasse, there shall be a provincial in-person Unified Local Presidents meeting. In addition each region shall hold information/vote meetings of the affected OPS members. The OPS Unified Bargaining Team Chair, in conjunction with the regional bargaining team members, is responsible for calling the meetings within the time requested by the teams. All locals shall receive at least three days' notice before the meeting date. The OPS Unified Bargaining Team Chair shall consult with the ACGs before setting meeting dates, times and locations.

- 6.3 All ratification votes will take place using electronic voting. Locals can identify special circumstances where electronic voting creates barriers for their members. In these circumstances, OPSEU/SEFPO will provide an alternate method to cast a vote.
- 6.4 When a tentative collective agreement is reached by the bargaining team, team members must support the decision of the bargaining teams. Where a team member has communicated a different message than they agreed on at the time of the tentative agreement, unless they have voiced their dissent to the team and the staff negotiator, they will immediately be removed from the team.
- 6.5 OPS Unified members shall have access to a written summary of the proposed contract changes, or in the case of a bargaining impasse, a summary of the issues and/or offer to be voted on. The summary will be posted on OPSEU/SEFPO's website.
- 6.6 The purpose of information/vote meetings is to explain the proposed contract changes and their impact on members. The meetings shall be conducted by a knowledgeable person, e.g., a local president, a bargaining team member, or an OPSEU/SEFPO staff member. Members shall be encouraged to ask questions and discuss the changes prior to the vote. It is recommended that the Regional Bargaining Team member or other Bargaining Team member attend these information meetings. Hybrid meeting options will be provided.
- 6.7 In the case of a vote to reject a tentative settlement, the union shall make it clear to members that a rejection also constitutes a strike mandate for the team.
- 6.8
- 6.9 Members who have not provided their information prior to the ratification vote will be provided an opportunity to sign up for an electronic ballot. The employer should be asked to allow the use of the work email system to circulate this information.
- 6.10 Non-members are entitled to vote on a tentative collective agreement. Membership in OPS Unified Bargaining Unit must be verified.
- 6.11 A meeting will be held in each region after the ratification vote to review the regional totals. Local Presidents or their designate can attend this meeting. This meeting will be held within 24 hours of the close of the ratification vote. The purpose of this meeting is to scrutinize the vote totals in each region.
- 6.12 . The results of the vote will be sent via email to the President or highest ranking OPS Unified member in each Local. The results will include the number of ballots cast for, against and spoiled.

- 6.13 The names of the members who were present for the meeting scheduled to scrutinize the vote will be recorded and kept at the Regional Office for at least 30 days.
- 6.14 The Regional Office vote result shall be forwarded by e-mail to the Local Services Division-Bargaining where a tally by local will be kept.
- 6.15 When all results have been tabulated, they shall be communicated first to the OPSEU/SEFPO President and bargaining team, then to the regional offices and then to the local presidents, who will ensure that the results are communicated to their members. Only the provincial results are released.
- 6.16 A member has five (5) business day after the results are posted to the OPSEU/SEFPO website to allege that these voting procedures were not followed. OPSEU/SEFPO Executive Committee shall investigate the complaint and decide whether or not the vote shall be overturned. In making this decision, the President shall only order a new vote when, in their opinion, the failure to comply with the procedures has materially affected the outcome of the vote.

OPS Bargaining Timeline

At Least 18 months before expiry	<ul style="list-style-type: none"> • ACG’s will meet to discuss content of demand survey and information on training for locals for demand setting •
At least 14 months before expiry	<ul style="list-style-type: none"> • MERCs and staff provide their written input for demand-setting survey to Local Services Division- Bargaining • CERC to schedule an All MERC Chairs Meeting specifically to solicit input for the Demand Setting Survey
At least 13 months before expiry	<ul style="list-style-type: none"> • Preparation of enforcement issues materials and draft demand-setting survey • A virtual meeting on key contract enforcement issues and information about upcoming survey
At least 11 months before expiry	<ul style="list-style-type: none"> • Members invited to participate in on-line demand-setting survey
At least 10 months before expiry	<ul style="list-style-type: none"> • Survey results indicating top demands distributed to all affected OPS locals • Locals receive essential and emergency services (EES) agreements from previous round for comment/revision
At least 9 months before expiry	<ul style="list-style-type: none"> • Regional Bargaining Conferences to elect regional category and fixed-term delegates to Central Bargaining Conference; regional bargaining team members; regional representatives to Essential/Emergency Services bargaining team and alternates for all regional reps. • Central Bargaining Conference to elect category and fixed-term members to the bargaining team and alternates • The results from the survey will be to affected OPS locals • Local presidents will be provided with their locals break down • CERC will be provided with breakdown for every local
At least 7.5 months before expiry	<ul style="list-style-type: none"> • Local demand-setting meetings to be held for prioritizing top ten demands identified through the survey and for election of delegates to Regional Bargaining Conferences and alternates
At least 7 months before expiry	<ul style="list-style-type: none"> • Priorities to be submitted to regional office along with minutes of local demand-setting meeting within two days of meeting
At least 5 months before expiry	<ul style="list-style-type: none"> • Deadline for locals to submit EES reports to regional offices and to be sent to Local Services – Bargaining department to be shared with Unified Bargaining Team
At least 4 months before expiry	<ul style="list-style-type: none"> • Deadline for regional office staff to forward EES reports to OPSEU/SEFPO Head Office

<p>At least 3 months before expiry</p>	<ul style="list-style-type: none"> • Bargaining team training • Team commences formulation of proposals
<p>Within last 3 months before expiry</p>	<ul style="list-style-type: none"> • Notice to Bargain submitted • Team tables opening proposals with employer when EES is complete • Issues bargaining starts only when EES is complete

3.2 Collective Bargaining – Negotiations**7. Hospital Professionals Divisions (HPD) Negotiations Procedures**

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Executive Committee; Negotiating Team; Executive Board Members;

Related: negotiation, bargaining, collective agreement, delegates, ratification

I. Purpose and Structure

- 1.1 The Hospital Professionals Division consists of OPSEU paramedical bargaining units. Only OPSEU members in good standing may take part in the activities of the Division, although by law all employees in the bargaining units have legislated rights with respect to votes conducted under the Ontario Labour Relations Act.
- 1.2 The Division is a sector division, established by Article 21.2 of the OPSEU Constitution. It is funded by Head Office for the purpose of collective bargaining and matters arising from, or related to, collective bargaining. It exercises its mandate within the terms of Article 21.2.3 of the Constitution.
- 1.3 The Division carries out its collective bargaining mandate through:
 - (i) a pre-bargaining conference;
 - (ii) bargaining unit demand-setting meetings;
 - (iii) a provincial demand-setting meeting;
 - (iv) a Central Negotiating Team, elected at the provincial demand-setting meeting.
- 1.4 It is an objective of the Division that for bargaining units in central bargaining, local issues negotiations will be concluded on the date agreed to by the parties at the central level.
- 1.5 It is an objective of the Division that a new collective agreement be achieved before the current contract expires.
- 1.6 It is an objective of the Division that every bargaining unit will be a participant in central bargaining. All new bargaining units will become automatic participants in Central Bargaining, subject to the hospital joining, with the following exception: a new bargaining unit created by the transfer or merger of program(s), services(s), bargaining units or employers, as the result of an external trigger (e.g. legislation), will have the option of

continuing to bargain locally if a) such new bargaining unit consists, in whole or in part, of employees that were included in a previous OPSEU bargaining unit; and b) if the existing local OPSEU Collective Agreement is deemed to be superior than the OPSEU HPD central language and attempts to negotiate protection under the Central Superior Language Article have failed.

- 1.7 The Division also elects an Executive Committee, which has certain responsibilities for collective bargaining as set out in the procedures below. The other responsibilities of the Division Executive are outlined in the Bylaws of the Division.

II. The Pre-Bargaining Conference

- 2.1 Prior to the giving of official notification to bargain a new collective agreement, the Division Executive, in consultation with the President and Union staff, shall convene a Pre-Bargaining Conference (PBC). The Pre-Bargaining Conference is the first stage of each round of central bargaining. It will be scheduled as early as possible to help achieve the objective of negotiating new central provisions before the current language expires.
- 2.2 The purposes of the PBC shall be:
 - i) to promote the achievement and maintenance of the highest province-wide standards and to educate Division bargaining units on the province-wide bargaining process;
 - ii) to examine in depth a number of broadly-based issues that are relevant to the forthcoming round of negotiations;
 - iii) to develop themes for consideration at bargaining unit demand-setting meetings;
 - iv) to identify priority issues; and
 - v) generally to provide guidance and recommendations to Division members for bargaining unit demand-setting meetings. Bargaining Units will be free to add to or subtract from the recommended options.
- 2.3 Each Division bargaining unit shall be entitled to send two (2) delegates to the PBC and provincial demand-setting meeting. (They shall be, except in extenuating circumstances, the same two delegates). Where the bargaining unit is a single-unit Local, the Local President (or in their absence, the Local Vice-President) shall be the automatic first delegate. For all other bargaining units, the highest-ranking officer in the unit shall be the automatic first delegate. The second delegate shall be elected by fifty percent (50%) plus one (1) of the valid ballots cast of the members voting at a general membership meeting of the Unit. In the event that the officers entitled to be automatic first delegate are unable to attend the provincial demand-setting meeting, then both delegates shall be elected. Delegates must be members of the bargaining unit that they are representing at the demand set.

Delegates to both meetings shall be responsible for representing their Unit during the bargaining process, including responsibility for reading, reviewing, summarizing and communicating bargaining information at the Bargaining Unit level.

- 2.4 a) The call for delegates for the PBC will include:
- a copy of these Negotiation Procedures;
 - registration and accommodation forms for the PBC
 - a bargaining survey
- b) Bargaining Units that are not currently participating in central bargaining will be provided with information about the Superior Provisions process in the Central Language and of the process for joining Central Bargaining and are encouraged to follow these processes as quickly as possible.
- 2.5 The Division Executive, in consultation with union staff, will develop material to be used by Bargaining Units, if they so desire, to help members focus more clearly on issues and priorities at their Bargaining Unit demand-setting meeting. Such material shall be presented to the delegates at the PBC.
- 2.6 Any member of the Division Executive or Central Negotiating Team who is not entitled to attend the PBC under Section 2.3 above shall also be entitled to attend with full delegate status.
- 2.7 Union staff, as assigned by the President, shall also participate with voice but no vote.
- 2.8 An Executive Board member who is a member of the Division may attend with voice but no vote, unless the Executive Board member is a delegate from a Member Unit.
- 2.9 The PBC shall be chaired by the Division Chair.

III. Bargaining Unit Demand-Setting

- 3.1 Following the PBC, the Union shall notify each Bargaining Unit to advise them to convene Bargaining Unit meeting of the membership for the following purposes:
- (i) To vote as to whether or not the bargaining unit will enter into Central bargaining;
 - (ii) To discuss and formulate province-wide demands;
 - (iii) To formulate local demands.
 - (iv) To elect its local negotiating team.

- 3.2 There shall be an information kit sent with the notice from Head Office. It shall contain, among other things:
- instructions on how to hold the meetings;
 - the time frames for Bargaining Unit and Provincial demand-setting meetings;
 - the report of the PBC meeting, and HPD Executive Recommendations on Province-wide Priorities;
 - background information on the economic and political context of the forthcoming negotiations, as appropriate;
 - forms on which to record proposals and priorities for province-wide bargaining;
 - registration and accommodation forms for the Provincial demand-setting meeting.
- 3.3 The duty of local leaders is to maximize ownership and participation by the members in the demand-setting process. It is the responsibility of the PBC delegates and local officers to bring the results of the PBC before the members at the Bargaining Unit demand-setting meeting for their information and consideration.
- 3.4 Bargaining Units are required to identify and rank their top priorities, using the guidance provided by the PBC. They must also provide a rationale and supporting documentation, if any, for any province-wide proposals.
- 3.5 Normally, proposals shall be presented in person by the members attending the Bargaining Unit meeting. However, proposals and supporting documentation may be submitted in writing, to the Chair of the meeting, in advance, by members unable to attend.
- 3.6 The results of the Bargaining Unit demand-setting meeting shall be forwarded to Head Office by a date to be determined by the union. The information required includes:
- i) if the unit has, or has not, opted for Central bargaining; and
 - ii) registration and accommodation forms for the delegates attending the provincial demand-setting meeting.
 - iii) the province-wide demands from the Bargaining Unit, if any, (with rationale and supporting documentation);
 - iv) the local demands for units that are participating in Central bargaining.
- 3.7 The only province-wide proposals that will be considered official are those that are adopted by majority vote at the Bargaining Unit membership meeting, entered on the appropriate forms and signed by two (2) local officers to show that they are the Bargaining Unit's official proposals.
- 3.8 Any province-wide proposal received at Head Office after the date established in article 3.6, will not be included in the province-wide demand summary book.

IV. Provincial Demand-Setting Meeting

4.1 A provincial demand-setting meeting will be called at Toronto as soon after the Pre-bargaining Conference as is practical, and will be attended by the delegates elected as per Section 2.3 above. It will be chaired by the Division Chair. For the purpose of allowing the Chair to participate in the debate and during the election of the Central Negotiating Team, a staff member will be in the chair.

4.2 Any member of the Division Executive and the Central Negotiating Team who is not entitled to attend the provincial demand-setting meeting under Section 2.3 above shall also be entitled to attend with full delegate status.

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4.3 Union staff, as assigned by the President, shall also participate with voice but no vote.

4.4 An Executive Board member who is a member of the Division may attend with voice but no vote, unless the Executive Board member is a delegate from a Member Bargaining Unit.

4.5 The delegates will be provided with a kit that contains the province-wide demands submitted, as well as research material and input from staff. The kits shall be mailed from Head Office so as to reach the delegates at least one (1) week before the meeting.

4.6 The Chair shall allocate the time of the meeting to ensure, as far as possible, that all proposals are discussed and dealt with. Decisions will be made by majority vote. Except in unforeseen circumstances, any proposal not duly passed and submitted by a bargaining unit on time cannot be submitted from the floor. Decisions on what constitutes "unforeseen circumstances" will be made by the Division Executive.

4.7 Except in unforeseen circumstances, only those proposals adopted by the provincial demand-setting meeting or mandated by the union will be presented to the employer. In unforeseen circumstances, such as legislative changes or significant events occurring after the provincial demand-setting meeting, the Negotiating Team may formulate proposals. In addition, the Negotiating Team may respond to employer initiatives with new proposals.

4.8 Bargaining Units that are not participating in Central bargaining will be encouraged to table the province-wide demands at their local tables.

4.9 A report on the provincial demand-setting meeting will be sent to all bargaining units in the Division as soon as is practical.

V. Central Negotiating Team

5.1 (a) The seven (7) member Central Negotiating Team and three (3) alternates shall be elected at the provincial demand-setting meeting. Members from all classifications are encouraged to run for the team.

- (b) Any member in good standing may stand for the Central Negotiating Team or as alternate, regardless of whether or not the member is a delegate. Nominations may be received from the floor or in writing. A nomination in writing, signed and dated by the nominator and nominee, must be received by the Division Chair, prior to the election taking place. In order to be eligible to sit on the Central Negotiating Team or as an alternate, the Bargaining Unit to which the member belongs must be participating in the central bargaining process (i.e. both the bargaining unit and the hospital must have opted in).
- (c) Only delegates from units that are participating in central bargaining may nominate and vote for the members of the Central Negotiating Team.
- (d) To be elected, a member must receive fifty percent (50%) plus one (1) of the valid ballots cast. If not all members are elected on the first ballot then the candidate who receives the least votes is removed from the subsequent ballot and another vote is taken. This will be repeated until all seven (7) members are elected. Nominees in attendance shall be given up to three (3) minutes to address the delegates about their candidacy. Nominees who are or unable to attend the provincial demand-setting meeting may have their speech read by a delegate or alternate who is in attendance. Nominees can also submit a video of their speech.

(October 18-19, 2023 [B37])

- (e) Three (3) alternates will be elected on a separate ballot and ranked by plurality. They will fill permanent vacancies that may occur on the Team during their term of office. Nominees in attendance shall be given up to one (1) minute to address the delegates about their candidacy. Nominees who are ineligible or unable to attend the provincial demand set meeting may have their speech read by a delegate or alternate who is in attendance. Nominees can also submit a video of their speech.

(October 18-19, 2023 [B37])

5.2 The Central Negotiating Team shall be provided with a copy of this guideline and shall meet prior to actual negotiations. The purpose of this meeting is:

- i) orientation in the Union's aspects of collective bargaining, including information about the Union's policy on travel advances, allowable expenses, team conduct, solidarity and dissent, etc.;
- ii) development of the team's bargaining strategy; and
- iii) election of a Chair and Vice-Chair.

5.3 The Chair of the Central Negotiating Team shall:

- i) chair all meetings of the team and report when appropriate to the Board and the Division Executive
 - ii) be responsible for the orderly conduct and discipline of the team;
 - iii) work with the Team and the Central Negotiator on all documents related to central bargaining. Bargaining updates will be submitted to the Communications Department for final preparation;
 - iv) be booked off as necessary to assist with the process;
 - v) sit as a member of the Division Executive.
- 5.4 In the absence of the Chair, the Vice-Chair shall assume the Chair's duties.
- 5.5 In emergency situations, the Chair of the Central Negotiating Team shall, using discretion, provide food and refreshments and incidentals for the team during negotiation sessions. Such expenses shall be accompanied by receipts.
- 5.6 The Central Negotiating Team is at all times accountable to the membership.
- 5.7 Central bargaining will commence as soon after the provincial demand set meeting as possible. The Central Negotiating Team shall determine the method of bargaining.
- 5.8 Decisions of the team shall be taken in as informal and consensual a manner as possible. However, where consensus cannot be achieved, and after all team members have had an opportunity to express their views, the team shall decide the matter by vote.
- 5.9 The team is governed by the Union's policy on Solidarity and Dissent. Team members shall maintain public solidarity while bargaining is in progress. However, a member who dissents from a proposed collective agreement shall have the right to include a written dissent in the negotiation bulletin that explains and recommends the settlement to the members.
- 5.10 Staff assigned to the central negotiations shall attend all meetings of the Central Negotiating Team. The staff negotiator speaks on behalf of the team during negotiating sessions with the employer.
- 5.11 A caucus room shall be provided for the purpose of the consideration of the negotiating of issues.
The negotiator will lead the group's discussion.
- 5.12 Whenever possible, Central negotiations shall be conducted on neutral ground, i.e., hotel meeting rooms or similar accommodation. Such cost will be equally shared with the Employer.
- 5.13 The Central Negotiating Team shall have an ongoing advisory role on bargaining issues

for the Division Executive and shall assist in the planning for the next round of bargaining.

- 5.14 The Central Negotiating Team shall meet as soon as possible after a Memorandum of Settlement has been reached or a Central Interest Arbitration Award received to hold a debriefing session on the round, discuss enforcement issues and prepare the Report from the Team Chair.

VI. Ratification Procedure

- 6.1 The nature of central hospital bargaining is the gathering together of a number of individual bargaining units (each having a separate certificate from the OLRB) for the purpose of bargaining common goals. Therefore, when the Central Negotiating Team reaches a tentative settlement and signs a memorandum of settlement, each of the individual bargaining units involved in province-wide bargaining must separately ratify the terms of the memorandum of settlement. Therefore a separate ratification meeting must be held for each bargaining unit within thirty (30) days of the settlement.
- 6.2 As soon as possible following a settlement, the necessary and appropriate union staff members will be convened for a briefing session by the central negotiator. Head Office will distribute enough copies of the Memorandum of Settlement to Regional Offices so that the Regional Offices can arrange distribution of it to every affected member. The staff will be expected to transmit faithfully the explanation and the positions of the team at least one (1) week in advance of the ratification meeting.
- 6.3 Local leaders make arrangements for the times and places of ratification meetings and notify the central negotiator accordingly. The arrangements must be made in concert with the Staff Representative, who is responsible for conducting the meeting.
- 6.4 Local leaders will send out notice of the meetings, with a complete list of voting times and places, to all members eligible to vote on the contract in question. Meetings may be held separately from voting.
- 6.5 Identification will be checked and only bargaining unit employees will be allowed to attend the meeting and vote.
- 6.6 The following general principles will apply to all contract ratification procedures:
- i) A thorough explanation of any settlement, with opportunity for questions and answers, will be provided.
 - ii) No proxy votes will be allowed.
 - iii) Only bargaining unit employees may participate and vote.
 - iv) All votes will be by secret ballot, but no ballot will be rejected solely for reasons of

having other marks on the ballot, including the signature of a member (because it is their privilege to reveal their vote rather than keep it secret.)

- v) No copies or facsimiles of ballots will be counted.
- vi) Ratification meetings may be chaired only by a member holding elected office in the Union in the area for which the meeting is held.

- 6.7 When the members have voted, the ballots will be counted and verified, the members made aware of the results, and all ballots (used, unused and spoiled) shall be taken to a regional office, where they are stored for thirty (30) days. The Board will establish procedures for the handling of ballots, boxes and counting to ensure against tampering of the result.
- 6.8 The results will be transmitted to the central negotiator by fax or e-mail immediately following the count.
- 6.9 The Executive Board endorses the principle that a formula or an acceptable similar formula for contract ratification shall be established by the delegates at the provincial demand-setting meeting. The actual formula shall be negotiated with the employer and the ratification procedures covering this Division shall be modified accordingly. Currently, a provincial settlement is considered ratified when it has been ratified by at least two-thirds (2/3) of the participating bargaining units representing at least two-thirds (2/3) of the Union participating members.
- 6.10 Central provisions that are settled by an arbitration award do not need to be ratified by the participating bargaining units.

VII. Signing Authority

- 7.1 Any Memorandum on central provisions negotiated in the name of the Union with an Employer and ratified by the members or settled by interest arbitration shall be signed by the Central Negotiating Team and the central negotiator.

(January 22-23, 2003 B, p.20; October 19-20, 2005 B, p.3; June 17-18, 2009 B, p.4)

VIII. Post-Bargaining Conference

- 8.1 Following the ratification or arbitration award for a new collective agreement, the Division Executive, in consultation with the President and Union staff, shall convene a Post-Bargaining Conference (PTBC). The Post-Bargaining Conference is the last stage of each round of central bargaining. It will be scheduled as early as possible following the ratification or award, to help achieve the objective of communicating the new central provisions to the members of the division.
- 8.2 The purposes of the PTBC shall be:

- i. to promote the achievement and maintenance of the highest province-wide standards and to educate Division bargaining units on all changes negotiated or awarded to the central provisions in the recently concluded round of central bargaining.
 - ii. to examine in depth the changes to the central provisions to assist bargaining ii) units with implementing and enforcing new or altered central provisions.

- 8.3 Each Division bargaining unit shall be entitled to send two (2) delegates to the PTBC. Where the bargaining unit is a single-unit Local, the Local President (or in their absence, the Local Vice-President) shall be the automatic first delegate. For all other bargaining units, the highest-ranking officer in the unit shall be the automatic first delegate. The second delegate shall be elected by greater than fifty per cent (50%) of the valid ballots cast of the members voting at a general membership meeting of the Unit. In the event that the officers entitled to be automatic first delegate are unable to attend the PTBC, then both delegates shall be elected. Delegates must be members of the bargaining unit that they are representing at the demand set. 8.3

Delegates to the PTBC shall be responsible for communicating bargaining information at the Bargaining Unit level.

- 8.4 The call for delegates for the PTBC will include:
 - a copy of these Negotiation Procedures;
 - registration and accommodation forms for the PTBC

- 8.5 Any member of the Division Executive or Central Negotiating Team who is not entitled to attend the PTBC under Section 8.3 above shall also be entitled to attend with full delegate status.

- 8.6 Union staff, as assigned by the President, shall also participate with voice but no vote.

- 8.7 An Executive Board member who is a member of the Division may attend with voice but no vote, unless the Executive Board member is a delegate from a Member Unit.

- 8.8 The PTBC shall be chaired by the Chair of the Central Negotiating Committee.

8. Property Assessment

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Executive Committee; Negotiating Team; Executive Board Members;

Related: negotiation, bargaining, collective agreement, delegates, ratification

Property Assessment Negotiating Procedures

In accordance with Article 24.1.1 of the Constitution, the following negotiating procedures have been adopted by the Executive Board based on the submissions of the Property Assessment Bargaining Unit of OPSEU.

(Convention 2002; May 15-16, 2002 B, p.20, July 20-21, 2022 [B33])

I. Purpose and Structure

- 1.1 The Property Assessment Bargaining Unit (BU) consists of the employees in the Municipal Property Assessment Corporation bargaining unit represented by OPSEU. Only OPSEU members in good standing may take part in the activities of the Sector, although by law all employees in the unit may vote on collective agreements negotiated for them by the Union.
- 1.2 The Property Assessment BU carries out its mandate through:
 - (a) local demand setting meetings
 - (b) pre-bargaining conference
 - (c) final demand setting meetings of local delegates
 - (d) a Union Management Committee (hereinafter referred to as the UMC, elected by the Bargaining Team (in accordance with the Property Assessment Sector By-laws)
- 1.3 The UMC shall act as a negotiating team with respect to all matters arising out of the collective agreement with the employer. It shall act with respect to all matters arising out of the collective agreement during its term, and other matters affecting the bargaining interests of the members.
- 1.4 After the Bargaining Team is elected it will assume the role of the UMC until a collective agreement is ratified by the membership and implemented.

2. **The Pre-Bargaining Conference (PBC)**
 - 2.1 Prior to the official notification to bargain a new Collective Agreement the UMC, in consultation with the President, shall convene a Pre-Bargaining conference (PBC).
 - 2.2 Each local of the Property Assessment BU shall send delegates according to the following formula:
 - 1 to 50 Property Assessment BU members—1 delegate;
 - 51 to 98 Property Assessment BU members—2 delegates;
 - 99 and over Property Assessment BU members—3 delegates.

All delegates shall be elected by a clear majority of the members voting at an Property Assessment Unit membership meeting. In a composite local, only members from the Property Assessment BU unit are entitled to be delegates.

Delegates shall be responsible for representing their local during the entire bargaining process, including responsibility for reading, reviewing, summarizing and communicating bargaining information at the local level.

- 2.3 Each local shall also elect alternates up to the number of delegates to which it is entitled. Attendance by alternates at the PBC shall be at the expense of their local, except where they are replacing a delegate who is unable to attend. Alternates shall have voice but no vote, and shall be identified separately from the delegates (unless the alternate is replacing a delegate in which case the alternate will then have full delegate status).

The delegates and alternates to the Pre-Bargaining Conference and the Final Demand Setting meeting, except in extenuating circumstances, shall be the same delegates/alternates for both meetings.

- 2.4 The UMC & Sector Executive shall also be delegates in their own right, in addition to their local delegate entitlement as determined by Art. 1.2.
- 2.5 An Executive Board member who is a member of the Property Assessment BU may attend with voice but no vote unless they are a delegate in their own right by virtue of being a delegate from their local or is a member of the UMC/Sector Executive.
- 2.6 Union staff, as assigned by the President, shall also participate with voice but no vote.
- 2.7 The purpose of the PBC shall be to examine in depth a number of broadly-based issues that are relevant to the forthcoming round of negotiations, develop themes for consideration at local demand setting meetings, and, generally, give guidance and a sense of direction to the delegates. The delegates will elect the negotiation team.
- 2.8 The PBC shall be chaired by the President of the Union or their designee.
- 2.9 The delegates shall elect (in accordance with Articles 4.6 and 4.7) five (5) members and 3 alternates to the Property Assessment Negotiation Team (Team). The Team will elect the chairperson and vice- chair.

3. Local Demand Setting

3.1 Following the PBC, the Local President or the highest ranking Property Assessment official from a composite or multi-unit local, shall be notified to convene a local membership meeting for the purpose of setting bargaining proposals and establishing priorities.

3.2 With the notice there shall be an information kit, written in plain language and containing, among other things:

- a copy of these procedures;
- instructions on how and when to hold the meetings;
- background information on the economic and political context of the forthcoming negotiations, as appropriate;
- forms on which to record proposals (with supporting documentation);
 - a summary of the recommendations from the PBC
 - Delegate/alternate credentials

3.3 If the Local's delegate(s) to the PBC are not among the two top local officers mentioned in 3.1 above, such delegate(s) shall also receive a copy of the kit. It is the responsibility of the delegate(s)

and local officers to bring the results of the PBC before the members at the local demand setting meeting for their information and consideration.

3.4 Normally, proposals shall be presented in person by the members attending the local demand setting meeting. However, proposals and supporting documentation may be submitted in writing, to the Chair of the meeting, in advance, by members unable to attend.

3.5 The only proposals that will be considered official are those that are adopted by majority vote of the local membership meeting, entered on the appropriate forms, signed by the delegate(s) to the PBC to show they are the local's official proposals, and sent with supporting documentation to arrive at the Collective Bargaining Department at OPSEU Head Office by a date to be determined by the UMC and the Collective Bargaining Department.

3.6 Delegate/alternate credentials for those attending the final demand setting meeting shall be included with the proposals sent to Head Office to provide sufficient accommodation, seating, documents and other materials for the delegates and alternates.

4. Final demand setting

4.1 The delegate entitlement for the final demand setting meeting is the same as prescribed for the Pre-Bargaining Conference (Article 2).

- 4.2 Bargaining proposals that meet the requirements set out in 3.5 above shall be compiled into kits for the final demand setting meeting. The kits shall be prepared with input from the Team and from union staff, and may include recommendations. Head Office shall endeavour to mail out the kits so that they will reach the delegates at least one (1) week before the meeting.
- 4.3 Notice to bargain shall be given to the employer as required.
- 4.4 On a weekend determined by the Team, a final demand setting meeting shall be convened. A proposed agenda shall be developed by the Team and voted on by the delegates at the start of the meeting.
- 4.5 The delegates shall discuss and adopt their final demands.
- 4.6 An Executive Board Member who is a member of the Property Assessment BU may attend with voice but no vote unless they are a delegate in their own right by virtue of being a delegate from their local or is a member of the Team/Sector Executive.
- 4.7 Any member in good standing may stand for election regardless of whether or not they are a delegate to the meeting provided there is a nomination received in writing. The nomination must be signed and dated by both the nominator and the nominee and in the hands of the person chairing the meeting prior to the election taking place. Nominations may also be made from the floor. A nominee who is ineligible/unable to attend the meeting shall remain eligible to be a candidate provided that they follow the nomination procedure above.
- 4.8 Nominees in attendance as delegates/alternates shall be given up to three minutes to address the delegates about their candidacy. Those ineligible/unable to attend may have their speech read by a delegate or alternate attending the meeting.
5. **Quorum and Majority**
 - 5.1 The quorum for all provincial meetings referred to in these procedures shall be fifty (50%) per cent of the delegates who have registered for the meeting in question, in accordance with Convention procedures.
 - 5.2 All delegates, standing committee members, and alternates shall be elected by a majority (more than fifty per cent) of those present and voting, except for the automatic delegates as per Article 2.2.
 - 5.3 For any local demand setting and/or Property Assessment unit membership meeting the quorum shall be as per the Constitution.

6. Negotiations

- 6.1 The chairperson (or in the chairperson's absence, the vice-chairperson) of the Team shall:
- a) chair all meetings of the team;
 - b) draft negotiation reports with the team and the staff negotiator to be sent to all members of the bargaining unit during negotiations.
 - c) be responsible for the orderly conduct and discipline of the team;
 - d) explain allowable expense claims for the team in light of Union policies;
 - e) in emergency situations, using discretion, provide food, refreshments and incidentals for the team during negotiation sessions (such expenses to be accompanied by receipts);
 - f) not make a decision regarding the employer's offer without a vote of the team.
- 6.2 The staff negotiator may lead the groups discussions while the team is in caucus.
- 6.3 Members of staff assigned to negotiations may attend all official meetings of the team.
- 6.4 Any contract negotiated with the employer in the name of the Union shall be ratified in accordance with the Labour Relations Act, and signed by the President of the Union.

General Protocol and Team Conduct

All members of the bargaining team are reminded that they represent the Union and the membership while at the table with the employer, and are expected to govern themselves accordingly at all times.

Solidarity and Dissent

The policy regarding solidarity and dissent contained in OPSEU policy will be followed.

NOTE: Any amendment to these Negotiation Procedures may result in an amendment to the Property Assessment Sector By-laws.

(Convention 2002, p.20; July 20-21, 2022 [B33])

3.2 Collective Bargaining – Negotiations**9. Canadian Blood Services & Diagnostics**

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Executive Committee; Negotiating Team; Executive Board Members;

Related: negotiation, bargaining, collective agreement, delegates, ratification

1. Preamble

- 1.1 These procedures apply to both the multi-regional and stand-alone bargaining units of the Canadian Blood Services (CBS).
- 1.2 The CBS bargaining units form a part of the provincial CBS & Diagnostics Division. One of the responsibilities of the CBS and Diagnostics Division shall be to coordinate bargaining provincially for Canadian Blood Services.
- 1.3 The CBS and Diagnostics Division carries out its mandate to coordinate bargaining through:
 - (i) a provincial bargaining meeting;
 - (ii) local demand-setting meetings.

2. Provincial Bargaining Meeting

- 2.1 Prior to the giving of the official notices to bargain, the CBS and Diagnostics Division in consultation with staff, shall convene a Provincial Bargaining Meeting on a date to be determined by the CBS and Diagnostics Division.
- 2.2 The purposes of the Provincial Bargaining Meeting shall be to:
 - i) examine in-depth a number of broadly-based issues that are relevant to the forthcoming rounds of negotiations for all bargaining units in Canadian Blood Services;
 - ii) develop themes and strategies for consideration for coordinated bargaining for the province-wide bargaining unit and all those units not involved in provincial bargaining;
 - iii) identify priority issues;
 - iv) generally provide guidance and recommendations to the members for local demand-setting meetings. Locals and Units will be free to add or subtract from the recommended options.

- 2.3 The Collective Bargaining Department, in consultation with the CBS and Diagnostics Division, shall notify locals/bargaining units to convene local membership meetings for the purposes of electing bargaining teams and delegates to the Provincial Bargaining Meeting.
- 2.4 There shall be an information kit sent with the notice from Head Office. It shall contain, among other things:
 - a copy of these Negotiations Procedures;
 - instructions on how to hold the meetings;
 - the time frames for local and provincial meetings;
 - registration and accommodation forms for the Provincial Bargaining Meeting.
- 2.5 Members of the CBS and Diagnostics Division Executive shall be delegates in their own right to the Provincial Bargaining Meeting, in addition to their local delegate entitlement.
- 2.6 The Provincial Bargaining Meeting shall be chaired by the Division Chair. For the purpose of allowing the Chair to participate in the debate, a staff member can assume the chair.
- 2.7 For all provincial meetings a quorum shall be 50% of registered delegates.

3. Local Elections

- 3.1 Local/bargaining unit meetings shall be held at times and at locations to be determined by the local/bargaining unit. No wages or lost time will be paid for local/bargaining unit meetings.
- 3.2 Members at each local/bargaining unit meeting shall elect their bargaining teams and alternates as per their respective collective agreements. For the province-wide support collective agreement, each local shall elect one (1) person to the Provincial Bargaining Committee and two (2) alternates.
 - 3.2.1 Bargaining Committees shall be charged with negotiating their respective collective agreements with the Employer.
 - 3.2.2 Each Bargaining Committee shall select a Chair and Vice Chair from amongst its members.
 - 3.2.3 Alternates shall participate in bargaining only if a regular member is permanently unable to continue on the team.
- 3.3 Members of each CBS local in a multi-region bargaining unit or in a stand-alone bargaining unit are entitled to send two (2) delegates to the Provincial Bargaining Meeting. Bargaining Committee members are automatic delegates. Additional delegates shall be elected, as needed.
- 3.4 Any member in good standing may stand for election regardless of whether or not s/be is in attendance at the local meeting, provided there is a nomination received and accepted in writing. The nomination must be signed and dated by both the nominator

and the nominee and in the hands of the person chairing the meeting prior to the election taking place.

- 3.5 A local may elect alternate delegates up to the number of delegates to which it is entitled. Alternates shall have voice but no vote. All expenses of alternates shall be borne by the local. Observers may be sent at the expense of the Local.

4. Local Demand Setting

- 4.1 Following the Provincial Bargaining Meeting, each local/bargaining unit shall convene a demand-setting meeting.
- 4.2 It is the duty of local leaders to maximize ownership and participation by the members in the demand-setting process. It is the responsibility of the local leaders and delegates to bring the results of the Provincial Bargaining Meeting before the members at their local demand setting meetings for their information and consideration.
- 4.3 Locals/bargaining units are required to identify and rank their top priorities, using the guidance provided by the Provincial Bargaining Meeting.
- 4.4 The only proposals that will be considered official are those adopted by a majority vote of the local membership meeting.
- 4.5 For multi-region bargaining units all proposals must be signed by the highest ranking local officer and sent to the regional office, with any related documents. These will then be forwarded to the Negotiator by a date to be determined by the Negotiator, in consultation with the Bargaining Team.

5. Ratification /Strike Votes for Multi-Region Units

- 5.1 When a Memorandum of Settlement for a multi-region bargaining unit is concluded as a result of negotiations, or a strike mandate is sought as a result of an impasse, the Bargaining Committee shall hold information/vote meetings.
- 5.2 Affected members shall receive a written summary of the proposed contract changes, or in the case of a bargaining impasse, a summary of the issues and/or offer to be voted on. At the information/voting meeting(s), an explanation shall also be given by some knowledgeable person, e.g. Bargaining Team member, staff person, etc.
- 5.3 A scrutineer will be selected before the vote begins. The scrutineer will verify the voting members' names on the list.
- 5.4 All votes must be cast in person; there shall be no proxy votes.
- 5.5 All votes must be by secret ballot and appropriate voting materials must be provided.

- 5.6 When voting is complete, the ballots shall be counted by the Chair of the meeting and the Scrutineer. The official tally sheet shall be signed and will be forwarded along with the ballots and voters' list to the Collective Bargaining Department.
- 5.7 The vote results shall be telephoned to OPSEU at the completion of the count, where a tally by Local will be kept. The total vote shall be counted across the province on a one-person one-vote basis. The Memorandum of Settlement will be accepted or rejected by over fifty percent (50%) of the total votes cast.
- 5.8 When all results have been tabulated by OPSEU, they shall be first communicated to the Bargaining Committee and then to the members.
- 5.9 Where any allegation of failure to adhere to these procedures is made, the Union President shall investigate the complaint and decide whether or not the vote shall be overturned. In making this decision, the President shall only order a new vote when in their opinion the failure to comply with the procedures has materially affected the outcome of the vote.

(February 26-27 B, p.15; December 15-16, 2004 B, p.l3)

3.2 Collective Bargaining – Negotiations**10. Liquor Board Employees Division**

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Executive Committee; Negotiating Team; Executive Board Members;

Related: negotiation, bargaining, collective agreement, delegates, ratification

Liquor Board Employees Division Negotiating Procedures

In accordance with Article 24.1.1 of the Constitution, the following negotiating procedures have been adopted by the Executive Board based on the submissions of the Liquor Control Board of Ontario (“LCBO”) Bargaining Unit of OPSEU/SEFPO.

(1) PURPOSE and STRUCTURE

- 1.1 The LCBO Bargaining Unit (BU) consists of the employees in the LCBO bargaining unit represented by OPSEU. Only OPSEU/SEFPO members in good standing may take part in the pre-bargaining activities of the Division, although by law all employees in the unit may participate in ratification and/or strike votes on collective agreements negotiated for them by the Union.
- 1.2 The LCBO Bargaining Unit carries out its mandate through:
 - (a) Bargaining survey
 - (b) Pre-bargaining conference
 - (c) Local demand setting meetings
 - (d) Final demand setting meetings of local delegates
 - (e) The Provincial Labour Management Committee (PLMC) and Regional Labour Management Committees (“RLMC”) which shall be comprised in accordance with the mandate of the Provincial Labour/Management Committee (in accordance with the Liquor Board Employees Division Bylaws)
- 1.3 The PLMC shall act as a negotiating team with respect to all matters arising out of the collective agreement with the employer. It shall act with respect to all matters arising out of the collective agreement during its term, and other matters affecting the bargaining interests of the members.
- 1.4 After the Negotiating Committee is elected it will assume the duties of the PLMC until a

collective agreement is ratified by the membership and implemented. During collective bargaining the PLMC shall stand down until the Negotiating Committee has arrived at a renewal collective agreement.

(2) **THE PRE-BARGAINING CONFERENCE (PBC)**

- 2.1 (a) Prior to the official notification to bargain a new Collective Agreement the PLMC, in consultation with the Division Chair and OPSEU/SEFPO President, shall convene a Pre- Bargaining conference (PBC).
- (b) Prior to the PBC, a survey of the membership will be conducted by the Locals to determine the major interests of the membership for the next round of bargaining. The Locals will circulate a survey prepared for them by OPSEU/SEFPO Head Office and return the results to the Collective Bargaining Unit at Head Office in time for the results to be compiled for the PBC.
- 2.2 Delegate entitlement for each Member Local and Unit Local of the LCBO Bargaining Unit shall be according to the Convention formula, as per Article 13.4 of the OPSEU/SEFPO Constitution.

The Member Local President or Member Unit Steward will be the automatic first delegate from their Member Local or Member Unit. All other delegates shall be elected by a clear majority of the members voting at an LCBO Unit membership meeting. In a composite Local, only members from the LCBO Bargaining Unit are entitled to be delegates.

Delegates shall be responsible for representing their Local during the entire bargaining process, including responsibility for reading, reviewing, summarizing and communicating bargaining information at the local level.

- 2.3 Each local shall also elect alternates and observers up to the number of delegates to which it is entitled. Attendance by alternates and observers at the PBC shall be at the expense of their local, except where alternates are replacing a delegate who is unable to attend. Alternates and observers shall have voice but no vote, and shall be identified separately from the delegates (unless the alternate is replacing a delegate in which case the alternate will then have full delegate status).

An LBED member who is an OPSEU/SEFPO member in good standing may register to attend as an observer at the expense of the observer themselves when an election is not held in the local.

The delegates and alternates and observers to both the Pre-Bargaining Conference and the Final Demand Setting Meeting (FDSM) shall be elected at a General Membership Meeting. For the purposes of this Article only, the PBC and the FDSM shall be considered to be a two-step function of one process, thereby allowing the same delegates, alternates and observers to attend both meetings.

(October 18-19, 2023 [B39])

- 2.4 The Divisional Executive shall be automatic delegates over and above their Member Unit/Member Local entitlement.
- 2.5 An Executive Board Member who is a member of the LCBO Bargaining Unit may attend with voice but no vote unless they are a delegate in their own right by virtue of being a delegate from their local or is a member of the Negotiating Committee /Division Executive.
- 2.6 Union staff, as assigned by the President of OPSEU/SEFPO, shall also participate with voice but no vote.
- 2.7 The purpose of the Pre-Bargaining Conference shall be to examine in depth a number of broadly- based issues that are relevant to the forthcoming round of negotiations, review the results of the bargaining survey and develop themes for consideration at local demand setting meetings, and, generally, give guidance and a sense of direction to the delegates. In addition the delegates will elect the negotiation team. In accordance with the Division By-laws the Chair shall be the Chair of the Negotiating Committee, respectively.
- 2.8 The PBC shall be chaired by the President of OPSEU/SEFPO or their designee.
- 2.9 The Negotiating Committee shall be comprised of five (5) members. Except for the Chairperson, who serves as automatic member from the Executive Committee, the remaining four (4) members shall be elected by the delegates at the Pre Bargaining Conference. At least one (1) member of the Bargaining committee shall be a member working in a logistics facility. The Vice Chair of the Negotiating committee will be elected by and from the Negotiating Team members. All Mobilizers for each region are to be elected at the Pre Bargaining Conference. The Alternates to the Negotiating Team for all positions shall be elected after all positions on the team have been filled.
- 2.10 Any member in good standing from a local in good standing may stand for election regardless of whether or not they are a Delegate to the meeting provided there is a nomination received in writing. The nomination must be signed and dated by both the Nominator and the Nominee and in the hands of the person chairing the meeting prior to the election taking place. Nominations may also be made from the floor. A Nominee who is ineligible/unable to attend the meeting shall remain eligible to be a candidate provided that they follow the nomination procedure above.
- 2.11 Nominees in attendance as delegates/alternates/observers shall be given up to three minutes to address the delegates about their candidacy. Those ineligible/unable to attend may have their speech read by a delegate or alternate or observer attending the meeting or send a pre-recorded video.

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(3) LOCAL DEMAND SETTING

- 3.1 Following the PBC, the Local President of a Unit Local, or the highest ranking unit steward from a member unit in a composite local, shall be notified to convene a local membership meeting for the purpose of setting bargaining proposals and establishing priorities.
- 3.2 With the notice there shall be an information kit, written in plain language and containing, among other things:
- a copy of these procedures;
 - instructions on how and when to hold the meetings;
 - background information on the economic and political context of the forthcoming negotiations, as appropriate;
 - forms on which to record proposals (with supporting documentation);
 - a summary of the recommendations from the PBC;
 - Delegate/Alternate/Observer credentials

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- 3.3 If the Local's delegate(s) to the PBC are not among the two top Local officers mentioned in 3.1 above, such delegate(s) shall also receive a copy of the kit. It is the responsibility of the delegate(s) and Local officers to bring the results of the PBC before the members at the local demand setting meeting for their information and consideration.
- 3.4 Bylaws and Negotiating Procedure changes be submitted to the Chairperson.
- 3.5 The only proposals that will be considered official are those that are adopted by majority vote of the local membership meeting, entered on the appropriate forms, signed by the delegate(s) to the PBC to show they are the local's official proposals, and sent with supporting documentation to arrive at the Collective Bargaining Department at OPSEU/SEFPO Head Office by a date to be determined by the PLMC and the Collective Bargaining Department.
- 3.6 Delegate/alternate/observer credentials for those attending the final demand setting meeting shall be included with the proposals sent to Head Office to provide sufficient accommodation, seating, documents and other materials for the delegates and alternates.

(October 18-19, 2023 [B39])

(4) FINAL DEMAND SETTING

- 4.1 The delegate entitlement for the final demand setting meeting is the same as prescribed

for the Pre-Bargaining Conference (Article 2).

- 4.2 Bargaining proposals that meet the requirements set out in 3.5 above shall be compiled into kits for the final demand setting meeting. The kits shall be prepared with input from the Negotiating Committee and from union staff, and may include recommendations. Head Office shall endeavour to mail out the kits so that they will reach the delegates at least two (2) weeks before the meeting.

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- 4.3 Notice to bargain shall be given to the employer as required.
- 4.4 At a date determined by the Negotiating Committee, a final demand setting meeting shall be convened. A proposed agenda shall be developed by the Negotiating Committee and voted on by the delegates at the start of the meeting.
- 4.5 Delegates shall discuss and may amend existing demands, and adopt their final demands, and rank them in priority.
- 4.6 An Executive Board Member who is a member of the LCBO Bargaining Unit may attend with voice but no vote unless they are a delegate in their own right by virtue of being a delegate from their local or is a member of the Negotiating Committee /Division Executive.

(5) **QUORUM AND MAJORITY**

- 5.1 The quorum for all provincial meetings referred to in these procedures shall be fifty per cent (50%) of the delegates who have registered for the meeting in question, in accordance with Convention procedures.
- 5.2 All delegates and alternates shall be elected by a majority (more than fifty per cent) of those present and voting, except for the automatic delegates as per Article 2.2.
- 5.3 For any local demand setting and/or Liquor Board Employees Division unit membership meeting the quorum shall be as per the Constitution.

(6) **NEGOTIATIONS**

- 6.1 The chairperson (or in the chairperson's absence, the vice-chairperson) of the Negotiating Committee shall:
- (a) chair all meetings of the team;
 - (b) draft negotiation reports with the team and the staff negotiator to be sent to all members of the bargaining unit during negotiations;
 - (c) exercise other administrative tasks as they may arise during bargaining

and/or as assigned;

(d) not make a decision regarding the employer's offer without a vote of the team.

6.2 The staff negotiator may lead the group discussions while the team is in caucus.

6.3 Members of staff assigned to negotiations shall attend all official meetings of the team.

6.4 Any contract negotiated with the employer in the name of the Union shall be ratified in accordance with the Crown Employees Collective Bargaining Act, and signed by the President of the Union.

(7) RATIFICATION / STRIKE VOTES

7.1 Any collective agreement negotiated in the name of the Union with the Employer must be ratified by the general membership and signed by the members of the elected Negotiating Committee and the President of OPSEU/SEFPO.

7.2 When a tentative collective agreement is reached, or a strike mandate is sought as a result of an impasse, information/vote meetings of the LBED membership will be held. The Bargaining Team and the assigned staff negotiator will meet with the appropriate Head Office staff to determine meeting content, dates, times and locations.

7.3 In special circumstances, such as remote locations or widely-dispersed membership, the Local President may ask permission to replace or supplement an information/vote meeting by a mail-in ballot, electronic or segregated ballot to cover all or part of the Local or Unit. The President of OPSEU/SEFPO shall determine whether a mail-in, electronic or segregated ballot is to be allowed in any given situation.

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7.4 LBED members shall receive a complete and entire written summary of the proposed contract changes and amendments to any language or, in the case of a bargaining impasse, a summary of the issues and/or offer to be voted on.

7.5 The purpose of information/vote meetings is to explain the proposed contract changes and their impact on members. The meetings shall be conducted by a knowledgeable person (eg: a Bargaining Team member, an OPSEU/SEFPO staff person, a Local President, Mobilizer or an Executive Board Member, as available). Members shall be encouraged to ask questions and discuss the changes prior to the vote.

7.6 In the case of a vote to reject an Employer offer, the Union shall make it clear to members that a rejection also constitutes a strike mandate for the team.

7.7 All votes must be cast in person unless otherwise approved by the President's office and there shall be no proxy voting. All votes must be by secret ballot. Appropriate voting materials must be provided in sufficient quantities. Materials include official ballots, ballot



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boxes, a reasonably private voting area, an up-to-date voters' list, an official tally sheet, and a supply of membership application forms.

- 7.8 Those conducting the vote shall ask each member for their name, check the name off the voters' list, and hand the member a ballot.
- 7.9 Non-members are entitled to vote, provided they can be confirmed as being in the bargaining unit.
- 7.10 When voting is complete, the ballots shall be counted under the direction of staff by a committee of not less than two (2) persons who may be drawn from the OPSEU/SEFPO membership and/or OPSEU/SEFPO staff. All LBED Local Presidents/Unit Stewards (or their designee) are entitled to attend the counting session of their Local vote as scrutineers. Scrutineers are entitled to record the local results.
- 7.11 The official tally sheet on which the vote is recorded shall clearly show the number of the Local(s), the names of scrutineers, the number of eligible voters, the number of those who actually voted, and the number of ballots for, against, and spoiled. In addition, it shall be signed in ink by all those who took part in the ballot count, and shall be forwarded, along with the ballots, to the appropriate OPSEU/SEFPO Regional Office, where the ballots shall be retained for at least thirty (30) days.
- 7.12 Local vote results shall be communicated with OPSEU/SEFPO Head Office, where a Local-by-Local tally shall be kept.

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- 7.13 When results have been tabulated, they shall be communicated first to the Bargaining Team, then to the Mobilizers and Local Presidents, who will then ensure that the results are communicated to their respective memberships.
- 7.14 Where any member alleges that these procedures have not been followed, the President of OPSEU/SEFPO shall investigate the complaint and decide whether or not the vote shall be overturned.

(8) **BARGAINING TIMELINE**

- 8.1 During demand setting and negotiations, members and staff shall circulate a bargaining timeline, which shall include the schedule for the Pre-Bargaining Conference (PBC), Local Demand Setting Meetings (LDSM), the Final Demand Setting Meeting (FDSM) and the Notice to Bargain (N2B).
- 8.2 The bargaining team shall meet to debrief and review the Memorandum of Agreement within 30 days of ratification. The bargaining team will endeavor to ensure adequate funding is available from OPSEU/SEFPO for the event.
- 8.3



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(9) GENERAL PROTOCOL AND TEAM CONDUCT

9.1 All members of the Bargaining Team and the Mobilizers in that they represent the Union and the Membership while at the table with the Employer, and while representing OPSEU/SEFPO in the field are expected to govern themselves accordingly at all times.

(10) SOLIDARITY AND DISSENT

10.1 The policy regarding solidarity and dissent contained in OPSEU/SEFPO policy will be followed.

NOTE: Any amendment to these Negotiation Procedures may result in an amendment to the Liquor Board Employees Division Bylaws.

3.2 Collective Bargaining – Negotiations**11. Public Health Ontario (PHO) (formerly Ontario Agency for Health Protection and Promotion – OAHPP)**

Effective Dates: January 22-23, 2020 [B27]

Application: OPSEU/SEFPO-wide; Executive Committee; Negotiating Team; Executive Board Members;

Related: negotiation, bargaining, collective agreement, delegates, ratification

1. Purpose and Structure

1.1 The PHO Bargaining Unit consists of employees of the Ontario Agency for Health Protection and Promotion.

1.2 The PHO Bargaining Unit carries out its mandate through:

- (a) local demand setting meeting
- (b) final demand setting meeting of local delegates
- (c) a Central Union Management Committee

The Bargaining Team shall be the Central Union Management Committee.

2. Local Demand Setting

2.1 Four months prior to the termination of the current collective agreement the Local President or the next highest ranking officer employed by PHO from a composite or multi-unit local shall be notified to convene a local membership meeting for the purpose of setting bargaining proposals and establishing priorities.

With the notice there shall be an information kit written in plain language and containing among other things:

- a copy of these procedures
- instructions on how and when to hold the meeting
- background information on economic and political context of the forthcoming negotiations, as appropriate.

2.2 Normally proposals shall be presented in person by the members attending the local demand setting meeting. However proposals and supporting documentation may be submitted in writing to the Chair of the meeting in advance by members unable to attend.

2.3 The only proposals that will be considered official are those that are adopted by the majority vote of the local membership. Minutes of the meeting along with proposals adopted shall be sent to the

Negotiator assigned to bargain the contract.

The Negotiator shall compile and send back to the Locals a list of demands in descending order of priority.

- 2.4 Each Regional Lab as defined in the final demand setting and bargaining team elections process shall be entitled to elect one delegate and one alternate to the final demand setting meeting.
- 2.5 The Central Lab as defined in the final demand setting and bargaining team elections process shall be entitled to elect three delegates and three alternates to the final demand setting meeting.
- 2.6 Alternate expenses are the responsibility of the Local.
- 2.7 Delegate and Alternate forms shall be filled in and sent to Head Office.

3. Final Demand Setting and Bargaining Team Elections

- 3.1 In the period two months prior to the termination of the current collective agreement, the assigned Negotiator shall schedule a final demand setting meeting to be held on a Saturday at a suitable location in Toronto.
- 3.2 The bargaining team shall consist of five (5) members and shall be elected as follows:
 - Two (2) members from Central, One (1) Technologist and One (1) Lab Attendant;
 - Two (2) members from Regional labs without regard to their job title;
 - One (1) Non-Technical between Central and 480 University Ave. (Toronto)
- 3.3 An equal number of alternates shall be elected using the same formula. In the event that an elected team member is unable to fulfill the duties and responsibilities of the position on an ongoing basis, the person elected as the first alternate shall fill the vacancy.

It is understood that the vacancy shall be filled using the same criteria as that which determined where the elected member came from, ie; Regional Lab vacancies shall be filled by an alternate elected from the Regional Labs and a Central Lab vacancy shall be filled by a person from the Central Lab.

- 3.4 The Chair and Vice Chair of the bargaining team shall be elected by the delegates to the final demand setting meeting. Only those members elected to the team shall be eligible to run for these positions. To be elected one must receive an absolute majority of valid ballots cast.

4. Negotiations

- 4.1 The chairperson of the team (or in the chairperson's absence, the vice chairperson) of the team shall:
 - a. chair all meetings of the team

- b. draft negotiation reports with the team and the staff negotiator to be sent to all members of the bargaining unit during negotiations.
 - c. be responsible for the orderly conduct and discipline for the team.
 - d. explain allowable expense claims for the team in light of Union policies.
 - e. in emergency situations using discretion provide food refreshments and incidentals for the team during negotiations sessions (receipts required).
 - f. not make a decision regarding the employers offer without a vote of the team.
- 4.2 The staff negotiator may lead the group discussions while the team is in caucus.
- 4.3 Members of staff assigned to negotiations shall attend all official meetings of the team.
- 4.4 Any contract negotiated with the employer in the name of the Union shall be ratified in accordance with the Labour Relations Act and signed by the President of the Union.
- 4.5 All members of the team are reminded that they represent the Union and membership while at the table with the employer and are expected to govern themselves accordingly.
- 4.6 The policy regarding solidarity and dissent contained in the OPSEU policy will be followed.

5. Agency Employee Relations Committee (AERC)

The AERC shall consist of three (3) members, elected at the BPS Conference, and shall be elected as follows:

- One (1) Technologist;
- One (1) Lab Attendant;
- One (1) Non-Technical

3.2 Collective Bargaining – Negotiations**12. Boards of Education**

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Executive Committee; Negotiating Team; Executive Board Members;

Related: negotiation, bargaining, collective agreement, delegates, ratification

Boards of Education Central and Local Bargaining**Purpose and Structure**

- 1.1 The Boards of Education Division consists of OPSEU Locals with members in various School Boards. Only OPSEU members in good standing may take part in the activities of the Division, although by law all employees in the bargaining units have legislated rights with respect to votes conducted under the Ontario Labour Relations Act.
- 1.2 The Division is a sector division, established by Article 21.2 of the OPSEU Constitution. It is funded by Head Office for the purpose of collective bargaining and matters arising from, or related to, collective bargaining. It exercises its mandate within the terms of Article 21.2.3 of the Constitution.
- 1.3 The Division carries out its collective bargaining mandate through:
 - (i) a bargaining conference;
 - (ii) local demand-setting meetings;
 - (iii) a Central demand-setting meeting;
 - (iv) a Central Negotiating Team, elected at the Bargaining Conference.
- 1.4 It is an objective of the Division that for Locals in central bargaining, local issues negotiations will be concluded on the date agreed to by the parties at the central level.
- 1.5 It is an objective of the Division that a new collective agreement be achieved before the current contract expires.
- 1.6 It is an objective of the Division that every Local will be a participant in central bargaining. All new bargaining units will become automatic participants in Central Bargaining, subject to joining, with the following exception: as the result of an external trigger (e.g. legislation).
- 1.7 The Division also elects an Executive Committee, which has certain responsibilities for collective bargaining as set out in the procedures below. The other responsibilities of the Division Executive are outlined in the Bylaws of the Division.

The School Board Bargaining Conference (SBBC)

- 2.1 Prior to the giving of official notification to bargain a new collective agreement, the Division Executive, in consultation with the President and Union staff, shall convene a School Board Bargaining Conference (SBBC). The School Board Bargaining Conference is the first stage of each round of central and local bargaining. It will be scheduled as early as possible to help achieve the objective of negotiating new central and local provisions before the current language expires.
- 2.2 The purposes of the SBBC shall be:
- i) to promote the achievement and maintenance of the highest province-wide standards and to educate Division Locals on the central and local bargaining process;
 - ii) to examine in depth a number of broadly-based issues that are relevant to the forthcoming round of negotiations;
 - iii) to develop themes for consideration at Local demand-setting meetings;
 - iv) to identify priority issues; and
 - v) generally to provide guidance and recommendations to Division members for Local demand-setting meetings. Locals will be free to add to or subtract from the recommended options.
- 2.3 Each Division Local shall be entitled to send one (1) delegate to the SBBC and Central demand- setting meeting. (They shall be, except in extenuating circumstances, the same delegate). Where there is a single-unit Local, the Local President (or in their absence, the Local Vice-President) shall be the automatic first delegate. For all other Locals, the highest-ranking officer in the unit shall be the automatic first delegate. Members of the Divisional Executive are automatic and over and above any local entitlement. In the event that the officers entitled to be automatic delegates are unable to attend the Central demand-setting meeting, delegates shall be elected. Delegates must be members of the bargaining unit that they are representing at the demand set.

The delegate to both meetings shall be responsible for representing their Local during the bargaining process, including responsibility for reading, reviewing, summarizing and communicating bargaining information at the Local level.

- 2.4 The call for delegates for the SBBC will include:
- a copy of these Negotiation Procedures;
 - registration and accommodation forms for the SBBC
 - a bargaining survey
- 2.5 The Division Executive, in consultation with union staff, will develop material to be used by the Locals, if they so desire, to help members focus more clearly on issues and priorities at their Local demand-setting meeting. Such material shall be presented to the delegates at the SBBC.

- 2.6 Union staff, as assigned by the President, shall also participate with voice but no vote.
- 2.7 An Executive Board member who is a member of the Division may attend with voice but no vote, unless the Executive Board member is a delegate from a Member Unit.
- 2.8 The SBBC shall be chaired by the Division Chair. For the purpose of allowing the Chair to participate during the election of the Central Negotiating Team, a staff member will be in the chair.

Local Demand-Setting

- 3.1 Following the SBBC, the Union shall notify each Local to advise them to convene a Local meeting of the membership for the following purposes:
 - (i) To formulate local demands.
 - (ii) To discuss and formulate Central demands;
 - (iii) To elect its local negotiating team.
- 3.2 There shall be an information kit sent with the notice from Head Office. It shall contain, among other things:
 - instructions on how to hold the meetings;
 - the time frames for Local demand-setting meetings;
 - the report of the SBBC meeting, and Boards of Education Executive Recommendations on Central Priorities;
 - background information on the economic and political context of the forthcoming negotiations, as appropriate;
 - forms on which to record proposals and priorities for province-wide bargaining;
 - registration and accommodation forms for the Central demand-setting meeting.
- 3.3 The duty of local leaders is to maximize ownership and participation by the members in the demand-setting process. It is the responsibility of the SBBC delegates and local officers to bring the results of the SBBC before the members at the Local demand-setting meeting for their information and consideration.
- 3.4 Locals are required to identify and rank their top priorities, using the guidance provided by the SBBC. They must also provide a rationale and supporting documentation, if any, for any Central proposals.
- 3.5 Normally, proposals shall be presented in person by the members attending the Local meeting. However, proposals and supporting documentation may be submitted in writing, to the Chair of the meeting, in advance, by members unable to attend.
- 3.6 The results of the Local demand-setting meeting shall be forwarded to Head Office by a date to be determined by the union. The information required includes:

- i) registration and accommodation forms for the delegates attending the Central demand-setting meeting.
 - ii) the Central demands from the Local, if any, (with rationale and supporting documentation);
- 3.7 The only Central proposals that will be considered official are those that are adopted by majority vote at the Local membership meeting, entered on the appropriate forms and signed by two (2) local officers to show that they are the Local's official proposals.
- 3.8 Any Central proposal received at Head Office after the date established in article 3.6, will not be included in the province-wide demand summary book.

Central Demand-Setting Meeting

- 4.1 A Central demand-setting meeting will be called at Toronto as soon after the Pre-bargaining Conference as is practical, and will be attended by the delegates elected as per Section 2.3 above. It will be chaired by the Division Chair. For the purpose of allowing the Chair to participate in the debate a staff member will be in the chair.
- 4.2 Members of the Divisional Executive are automatic delegates and are entitled to attend the Central demand and will have their expenses paid by OPSEU.
- 4.3 Union staff, as assigned by the President, shall also participate with voice but no vote.
- 4.4 An Executive Board member who is a member of the Division may attend with voice but no vote, unless the Executive Board member is a delegate from a Member Bargaining Unit.
- 4.5 The delegates will be provided with a kit that contains the Central demands submitted, as well as research material and input from staff. The kits shall be mailed from Head Office so as to reach the delegates at least one (1) week before the meeting.
- 4.6 The Chair shall allocate the time of the meeting to ensure, as far as possible, that all proposals are discussed and dealt with. Decisions will be made by majority vote. Except in unforeseen circumstances, any proposal not duly passed and submitted by a Local on time cannot be submitted from the floor. Decisions on what constitutes "unforeseen circumstances" will be made by the Division Executive.
- 4.7 Proposals adopted at the Central demand-setting meeting or mandated by the union will be presented to the Ontario Council of Education Workers (OCEW) to be considered along with demands presented from other members of OCEW. In unforeseen circumstances, such as legislative changes or significant events occurring after the Central demand-setting meeting, the Negotiating Team may formulate proposals.
- 4.8 A report on the Central demand-setting meeting will be sent to all bargaining units in the Division as soon as is practical.

- 5.1 (a) A two (2) member Central Negotiating Team and two (2) alternates shall be elected at the Pre-Bargaining Conference. Members from all locals are encouraged to run for the team.
- (b) Any member in good standing may stand for the Central Negotiating Team or as alternate, regardless of whether or not the member is a delegate. Nominations may be received from the floor or in writing. A nomination in writing, signed and dated by the nominator and nominee, must be received by the Division Chair, prior to the election taking place.
- (c) To be elected, a member must receive fifty percent (50%) plus one (1) of the valid ballots cast. If not all members are elected on the first ballot then the candidate who receives the least votes is removed from the subsequent ballot and another vote is taken. This will be repeated until both members are elected. Nominees in attendance shall be given up to three (3) minutes to address the delegates about their candidacy. Nominees who are ineligible or unable to attend the Pre-Bargaining Conference may have their speech read by a delegate or alternate who is in attendance.
- (d) Two (2) alternates will be elected on a separate ballot and ranked by plurality. They will fill permanent vacancies that may occur on the Team during their term of office. Nominees in attendance shall be given up to one (1) minute to address the delegates about their candidacy. Nominees who are ineligible or unable to attend the Pre-Bargaining Conference may have their speech read by a delegate or alternate who is in attendance.
- 5.2 The Central Negotiating Team shall follow the Constitution and Bylaws of the Ontario Council of Education Workers (OCEW) and specifically how it is related to the School Boards Collective Bargaining Act (2014) as amended.

Ratification Procedure

- 6.1 As per Article 8 of the OCEW Constitution, when the OCEW reaches a tentative settlement on Central issues and signs a memorandum of settlement, each of the individual OPSEU locals must separately ratify the terms of the memorandum of settlement. Therefore a separate ratification meeting must be held for each Local within thirty (30) days of the settlement.
- 6.2 As soon as possible following a settlement, the necessary and appropriate union staff members will be convened for a briefing session by the central negotiator. Head Office will distribute enough copies of the Memorandum of Settlement to Regional Offices so that the Regional Offices can arrange distribution of it to every affected member. The staff will be expected to transmit faithfully the explanation and the positions of the team at least one (1) week in advance of the ratification meeting.
- 6.3 Local leaders make arrangements for the times and places of ratification meetings and

notify the central negotiator accordingly. The arrangements must be made in concert with the Staff Representative, who is responsible for conducting the meeting.

- 6.4 Local leaders will send out notice of the meetings, with a complete list of voting times and places, to all members eligible to vote on the contract in question. Meetings may be held separately from voting.
- 6.5 Identification will be checked and only bargaining unit employees will be allowed to attend the meeting and vote.
- 6.6 The following general principles will apply to all contract ratification procedures:
- i) A thorough explanation of any settlement, with opportunity for questions and answers, will be provided.
 - ii) No proxy votes will be allowed.
 - iii) Only bargaining unit employees may participate and vote.
 - iv) All votes will be by secret ballot, but no ballot will be rejected solely for reasons of having other marks on the ballot, including the signature of a member (because it is their privilege to reveal their vote rather than keep it secret.)
 - v) No copies or facsimiles of ballots will be counted.
 - vi) Ratification meetings may be chaired only by a member holding elected office in the Union in the area for which the meeting is held.
- 6.7 When the members have voted, the ballots will be counted and verified, the members made aware of the results, and all ballots (used, unused and spoiled) shall be taken to a regional office, where they are stored for thirty (30) days. The Board will establish procedures for the handling of ballots, boxes and counting to ensure against tampering of the result.
- 6.8 The results will be transmitted to the central negotiator by fax or e-mail immediately following the count.

Signing Authority

- 7.1 Any Memorandum on central provisions negotiated in the name of the Union with the Council of Trustees' Association (CTA) and ratified by the members shall be signed by the Central Negotiating Team and the Central Negotiator.

3.2 Collective Bargaining – Negotiations**13. CAAT (S) Part-Time Negotiations Procedures**

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide; Executive Committee; Negotiating Team; Executive Board Members;

Related: negotiation, bargaining, collective agreement, delegates, ratification

Purpose and Structure of the Division

- 1.1 The College Support Part-Time Division consists of the employees in the community college bargaining unit who are support staff employed for 24 hours per week or less and those employed in a Project of a Non-Recurring Nature represented by OPSEU. Only OPSEU members in good standing may take part in the activities of the Division, although by law all employees in the unit may vote on collective agreements negotiated for them by the Union.
- 1.2 The Division is a Ministry and Sector Division, established by Article 21.2 of the OPSEU Constitution. It is funded by Head Office for the purpose of collective bargaining and matters arising from, or related to, collective bargaining. It exercises its mandate within the terms of Article 21.2.3 of the Constitution.
- 1.3 The Division is a bilingual division, representing members at Anglophone and Francophone Colleges. All communications distributed in writing to divisional delegates at or in preparation for provincial meetings shall be made simultaneously available in English and French.
- 1.4 The Division carries out its mandate through:
 - c) local demand-setting meetings
 - d) final demand-setting meetings of local delegates
 - e) a negotiating team hereinafter referred to as the “Team and EERC
 - f) a DIVEX Committee
 - g) standing committees, elected at each final demand-setting meeting and responsible to the membership through the DIVEX
 - h) any other meeting of the division

- 1.5 The Team shall act as a negotiating team with respect to all matters arising out of the collective agreement with the employer during the negotiation process up to and including the editing of the agreement. The EERC shall act with respect to all matters arising out of the collective agreement during its term, and other matters affecting the bargaining interests of the members.
- 1.6 The DIVEX shall act on behalf of the division in representing its goals and objectives in responding to province wide workplace cutbacks, legislative changes, campaigns, etc. Its decisions and actions in its role as the DIVEX shall be subject to direction or approval by the delegates to divisional meetings.
- 1.7 A vacancy in the chairperson position shall be filled by the vice-chair. A vice-chair vacancy shall be filled, in the interim by a majority vote of the committee members, until such time as the delegates to a duly constituted meeting shall have the opportunity to vote. Vacancies on the committee shall be filled by alternates in sequential order. Where no alternate exists to fill the vacancy, the DIVEX will appoint a member to the position until:
 - a) A regularly scheduled Divisional meeting is held, or;
 - b) An emergency College Support part time meeting can be held where delegates for a Colleges Support part time meeting are already in attendance. All elections at the emergency meeting shall be governed as set out under Sections 6.2-6.5.

The Pre-Bargaining Conference

- 2.1 Prior to the official notification to bargain a new Collective Agreement being given, the outgoing Team, in consultation with the President, shall convene a Bargaining conference.
- 2.2 Only members from the College Support Part-Time unit are entitled to be delegates. Where neither the Local President nor Vice-President of a local is from the College Support Part-Time unit, the automatic first delegate shall be the Highest-Ranking College Support Steward elected, and should no officers exist, then the LEC will hold an election according to the formula laid down in Article 13.4(a) of the Constitution..
 - (a) The Highest Ranking steward or Officer of the Unit (or in their absence, the next highest ranking steward or officer) shall be the automatic first delegate. All other delegates shall be elected by a clear majority of the members voting at a general membership meeting of the unit.
 - (b) If there is no Part-Time member elected as a delegate, the Full-Time College Support President or Vice-President of the local may attend with voice but no voting delegate status. They shall attend for the purpose of sharing information.

Delegates shall be responsible for representing their local during the entire bargaining process, including responsibility for reading, reviewing, summarizing and communicating bargaining information at the local level.

- 2.3 Each local shall also elect alternates up to the number of delegates to which it is entitled and may send observers up to the number of delegates to which it is entitled. Attendance by alternates/observers at the Bargaining conference shall be at the expense of their local, except where an alternate is replacing a delegate who is unable to attend. They shall have voice but no vote, and shall be identified separately from the delegates (unless the alternate is replacing a delegate in which case the alternate will then have full delegate status).
- 2.4 The Team and DIVEX shall also be delegates in their own right, in addition to their local delegate entitlement as determined by Art. 13.4(a) of the Constitution.
- 2.5 Union staff, as assigned by the President, shall also participate with voice but no vote.
- 2.6 The purpose of the Bargaining Conference shall be to examine in depth a number of broadly-based issues that are relevant to the forthcoming round of negotiations, develop themes for consideration at local demand-setting meetings, and, generally, give guidance and a sense of direction to the delegates.
- 2.7 An Executive Board member who is a member of the College Support Part-Time Division may attend with voice but no vote unless they are a delegate in their own right by virtue of being a delegate from their local or are a member of the Team or DIVEX.
- 2.8 Election of Members to the Bargaining Team
The delegates shall elect, in accordance with Article 6, seven (7) members and fourteen (14) alternates to the Team, one (1) of whom shall be elected by the delegates to be the Chairperson, and one (1) to be elected as Vice-Chair.
- Alternates elected to the bargaining team shall participate in bargaining team training.
- 2.9 Election of Members to the Employee/Employer Relations Committee
The delegates shall elect, five (5) members and ten (10) alternates to form the Employee/Employer Relations Committee, three (3) to be elected from the new Team and two (2) elected at large, one (1) of whom shall be elected by the delegates to be the Chairperson, and one (1) to be elected as Vice-Chair.

Local Demand-Setting

- 3.1 Following the Bargaining conference, the highest ranking College Support Part-time Steward shall be notified to convene a unit membership meeting for the purpose of setting bargaining proposals and establishing priorities.
- 3.2 With that notice there shall be an information kit, written in plain language and containing, among other things: a copy of these procedures; instructions on how and when to hold the meetings; background information on the economic and political context of the forthcoming negotiations, as appropriate; forms on which to record

proposals (with supporting documentation); a summary of the recommendations from the Bargaining Conference; delegate/alternate credentials for the Final Demand Set Meeting.

- 3.3 If the Local's delegate(s) to the Bargaining Conference are not among the two top local officers, such delegate(s) shall also receive a copy of the kit. It is the responsibility of the delegate(s) and highest ranking College Support Part-Time steward to bring the recommendations from the Bargaining Conference to the members at the Unit demand-setting meeting for their information and consideration.
- 3.4 Normally, proposals shall be presented in person by the members attending the local demand setting meeting. However, proposals and supporting documentation may be submitted in writing, to the Chair of the meeting, in advance, by members unable to attend.
- 3.5 The only proposals that will be considered official are those that are adopted by majority vote of the local unit membership meeting, entered on the appropriate forms, signed by two local officers to show they are the local's official proposals, and sent with supporting documentation to arrive at the Collective Bargaining Department at OPSEU Head Office by a date to be determined by the Team and the Collective Bargaining Department.
- 3.6 Delegate/Alternate credentials for those attending the final demand-setting meeting shall be included with the proposals sent to Head Office to provide sufficient accommodation, seating, documents and other materials for the delegates and alternates.

Committee Proposals

- 4.1 The DIVEX Committee, Team and any standing committees elected by the Division may also submit bargaining proposals provided that the proposals are adopted by majority vote at a Committee meeting where there is a quorum of members present, entered on the appropriate forms, signed by two committee members including the chair or vice chair to show they are the committee's official proposals, and sent with supporting documentation to arrive at the Collective Bargaining Department at OPSEU Head Office by a date to be determined by the Team/EERC and the Collective Bargaining Department.
- 4.2 The Team may also accept proposals from Standing Committees elected by the Division after the date determined by the Team and the Collective Bargaining Department, provided such proposals concern events or issues that were unforeseen prior to this date and critical to the union's representation of the Division.

Final Demand-Setting

- 5.1 Bargaining proposals that meet the requirements set out in 3.5 above shall be compiled into kits for the final demand-setting meeting. The kits shall be prepared with input from

the current Team and EERC and from union staff, and may include recommendations. Head Office shall endeavor to email out the kits so that they will reach the delegates at least one (1) week before the meeting.

- 5.2 Notice to bargain shall be given to the employer as provided by law.
- 5.3 On a weekend determined by the Team, a final demand-setting meeting shall be convened. A proposed agenda shall be developed by the Team and voted on by the delegates at the start of the meeting. The first day of the agenda will consist of voting on bargaining demands, followed by the election of members to the teams and committees.
- 5.4 The delegates shall discuss and adopt their final demands.
- 5.5 An Executive Board Member who is a member of the College Support Part-Time Division may attend with voice but no vote unless they are a delegate in their own right by virtue of being a delegate from their local or are a member of the Team or DivEx and shall be included in the mail out.
- 5.6 The delegates shall elect an equal number of members and alternates to the following:
 - a) Five Divisional Executive Members, at least one of whom shall self-identify as a student worker;
 - b) Seven Bargaining Team Members, at least one of whom shall self-identify as a student worker;
 - c) Five EERC Members: three to be elected from the nominees from the new Team, and two to be elected at large.

The delegates shall also elect the following:

- a) A Chair and a Vice Chair from amongst the elected Divisional Executive Members
- b) A Chair and a Vice Chair from amongst the elected Bargaining Team Members
- c) A Chair and a Vice Chair from amongst the elected EERC Members

Improving the wages and working conditions of members is not limited to the negotiation of new collective agreements. Contract enforcement is a vital part of the union's work. In addition, issues may arise that are not covered by the collective agreement, e.g., shift schedules, local details of compressed work week arrangements, and so on. It is the job of OPSEU's Union College Committees to enforce the collective agreement, help identify needed improvements, deal with special cases and negotiate with the employer on issues outside the scope of the existing contract.

In negotiations with the employer, Employee Relations Committees may not propose or agree to any measures that conflict with the collective agreement.

Elections, Quorum, Majority and Plurality

- 6.1 The quorum for all provincial meetings referred to in these procedures shall be fifty (50%) per cent of the delegates who have registered for the meeting in question, in accordance with Convention procedures.
- 6.2 All Divisional committee members, chairs and vice chairs shall be elected by a majority (more than fifty per cent) of those present and voting. Nominees in attendance shall be given up to three (3) minutes to address the delegates about their candidacy. Nominees who are or unable to attend the provincial demand-setting meeting may have their speech read by a delegate or alternate who is in attendance. To be elected, a member must receive fifty percent (50%) plus one (1) of the valid ballots cast. If not all members are elected on the first ballot then the candidate who receives the least votes is removed from the subsequent ballot and another vote is taken. This will be repeated until all members are elected.
- Alternates will be elected on a separate ballot and ranked by plurality. They will fill permanent vacancies that may occur on the Team during their term of office. Nominees in attendance shall be given up to one (1) minute to address the delegates about their candidacy. Nominees who are ineligible or unable to attend the provincial demand set meeting may have their speech read by a delegate or alternate who is in attendance.
- 6.3 For any local demand-setting and/or College Support Part-Time unit membership meeting the quorum shall be as per the Constitution.
- 6.4 Any member in good standing may stand for election to the Team/EERC, DIVEX or any standing committee regardless of whether or not they are a delegate to the Final Demand Set Meeting provided there is a nomination received in writing. The nomination must state the name of the committee for which the nominee is standing, the position for which the nominee is standing, and the nominee's agreement to stand for that position, and must be signed and dated by both the nominator and the nominee and in the hands of the person chairing the meeting prior to the election taking place. Nominations for all committees may also be made from the floor.
- 6.5 In the election of members to the DIVEX and Bargaining Team, following nominations and speeches, delegates shall first elect one nominee who has self-identified as a student worker, provided at least one such candidate has been nominated. Delegates will then elect the remaining committee members from remaining nominees, including any who were unsuccessful in running for the position reserved for a nominee who has self-identified as a student worker.

Negotiations

- 7.1 The chairperson (or in the chairperson's absence, the vice chairperson) of the Team shall:
- a) chair all meetings of the team;
 - b) draft negotiation reports with the team and the staff negotiator to be sent to all

members of the bargaining unit during negotiations. Such reports shall be submitted to the Communications Department for final preparation. Negotiation reports require the signature of the Chairperson and authorization by the President of the Union;

- c) be responsible for the orderly conduct of the team;
 - d) explain allowable expense claims for the Team in light of Union policies;
 - e) not make a decision regarding the employer's offer without a vote of the team.
- 7.2 The staff negotiator may lead the group's discussions while the Team is in caucus.
- 7.3 Members of staff assigned to negotiations may attend all official meetings of the team.
- 7.4 Any contract negotiated with the employer in the name of the Union shall be ratified in accordance with the Colleges Collective Bargaining Act, and signed by the President of the Union.

Divisional Meetings

- 8.1 The Division shall be entitled to one (1) meeting of delegates per year. (Delegate entitlement shall be as per 2.2, 2.3, and 2.4 above.) When a multi-year agreement is negotiated, there would be a division meeting only in the year or years which did not immediately precede a return to the bargaining table (for example, in one two-year agreement there would be a Division meeting in year one and a Bargaining Meeting/Division meeting in year two). In addition to the matters to be discussed by the Bargaining Meeting or final demand-setting meeting (as the case may be), the agenda may include items brought forward by the Team/EERC as per its mandate under 1.4 above. A separate divisional meeting may be called by the Team or DIVEX to be held in conjunction with the PBC or demand-setting meeting.
- 8.2 Where Divisional procedure changes are part of the agenda, OPSEU Head Office shall endeavor to send out the proposed divisional procedure changes one (1) week before the meeting in the most expeditious manner.

General Protocol and Team Conduct

All members of the bargaining team are reminded that they represent the Union and the membership while at the table with the employer, and are expected to govern themselves accordingly at all times.

Unless otherwise agreed, the staff negotiator speaks on behalf of the Team during negotiating sessions with the employer.

Solidarity and Dissent

- a) As a general rule the Executive Board endorses the principle that a bargaining committee should resolve its differences internally and act in accordance with the principle of

- b) The Executive Board endorses the view that the elected President and 1st 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 recommendations, except as pertains to their own contract.
- d) An elected bargaining committee will have full use of the Union's resources in campaigning on behalf of its recommendations to the membership on approval by the President and/or Executive Board.
- e) No member of a bargaining team who signs a memorandum of agreement may under any circumstances oppose that memorandum in whole, or in part.
- f) No facility, monies or staff of the central Union shall in any way be used by, or made available to persons disagreeing with the recommendations of a bargaining team. This constraint does not apply to Locals, which are free to use their resources to engage fully in debate on a proposed collective agreement, and which shall be given, upon request, a mailing list of all members in the bargaining category, if available.
- 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.

3.3 Organizing

Contents:

None. See Policy Manual.

3.4 Strikes

1. General Procedures

Effective Dates:	Convention; revised December 12-13, 2012 [B10])
Application:	OPSEU/SEFPO-wide; Members; Committees; Locals; Staff
Related:	hardship, accessibility, financial See Forms

ROLES AND STRUCTURES

The Members

All members of a striking bargaining unit are expected to perform strike duties as assigned by their Strike Committee.

The Bargaining Teams

It is the job of elected Bargaining Teams to bargain collective agreements. To guide negotiations, Bargaining Teams shall consult regularly with members, the Strike Committee(s), Area Coordinating Groups, and/or the Provincial Coordinating Group where applicable.

The Strike Committee

The Local Executive Committee shall establish a Strike Committee.

The Strike Committee shall be responsible for conducting a strike at the Local level.

Notwithstanding the above, in composite Locals where not all bargaining Units are on strike, the striking bargaining unit is responsible for the conduct of its own strike. However, the Local shall, through its role on the Strike Committee, provide the maximum help and support possible for any striking bargaining unit in the Local.

The Strike Committee shall be responsible for strike strategy, strike duties, financial administration, strike communications, and other issues that may arise. The Strike Committee may establish sub-committees to deal with any or all of these issues as needed. The Strike Committee remains responsible for the tasks detailed in this manual whether or not such sub-committees exist.

The Strike Committee shall have the authority to assign strike duties in accordance with OPSEU/SEFPO policy including the authority where a member is involved in strike-breaking activity to remove members from picket lines and from all other strike duties and in the event of such a decision to stop payment of strike pay.

(December 5-6, 2007 [B20])



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The Local Strike Committee with the agreement of the assigned Staff Representative shall have the authority to order members who are undermining strike efforts or the union's position in the bargaining process to be removed from picket lines or other strike duties and to terminate strike pay for those members. Subject to appeal to the Executive Committee.

(June 10-11, 2010 [B16])

SUB-COMMITTEES OF THE STRIKE COMMITTEE

Strike Duties Sub-Committee

The Strike Duties Sub-Committee shall:

- a. Make sure that all striking members are assigned strike duties to implement strike strategy;
- b. In cooperation with the Strike Finance Sub-Committee, make sure that all striking members have the supports they need (e.g., accommodation as per "Headquarters" if necessary, equipment, materials) to perform their strike duties effectively;
- c. Assign and train Picket Captains to provide on-the-ground leadership and administrative support for members performing strike duties; and
- d. Provide leadership and support to Picket Captains and members to implement strike strategy.

Strike Finance Sub-Committee

The Strike Finance Sub-Committee shall:

- a. Make sure that strike pay, and advances for strike administration, are administered and accounted for in accordance with this policy;
- b. Make sure that the Strike Administration Expense Form is completed and submitted to the assigned Staff Representative every week, with original receipts/invoices attached; and when the strike is over, return eligible items that the Local has purchased to their assigned Staff Representative for reimbursement;
- c. When the strike is over, submit to the assigned Staff Representative a complete Form I (Final Account of Strike Fund) reconciling advances received and expenditures made during the strike; and
- d. When the strike is over, provide a full report to the next General Membership Meeting of the Local on all strike finances.

Communications Sub-Committee

The Communications Sub-Committee shall:

- Keep members informed and up-to-date with current information and useful advice;
- Share information with other OPSEU/SEFPO Locals, Area Coordinating Groups, and OPSEU/SEFPO Communications;
- Provide information to and liaise with Local labour bodies, community organizations, and the community at large; and

- Handle relations with the Local news media, e.g., planning news events, writing and distributing news releases and advisories, returning calls and answering questions from reporters, and leading letter-writing campaigns.

Hardship Relief

(A Hardship Fund to provide financial assistance for members in good standing when not on strike can be found under Section 5).

Being on strike is a financial hardship, but not all striking members are equally well-equipped to handle this hardship. The Strike Committee may provide these members with extra help over and above strike pay. This is called “hardship relief.”

Upon receiving a request for hardship relief, the Strike Committee shall set up a Hardship Relief Committee. This committee shall have two or more members.

The names of members requesting hardship relief are to be kept strictly confidential.

To maintain confidentiality, the Hardship Relief Committee shall set up a separate bank account. Two members of the committee shall have signing authority over the account.

The Hardship Relief Committee shall:

- Administer and/or solicit donations for hardship relief;
- Notify Local financial institutions that a strike is in progress, and that loan applications and requests for payment deferrals may be forthcoming;
- Act, where appropriate, on behalf of members who are unable to meet credit obligations and ask for help from the Vice-President’s Office where necessary; and
- Report to the Strike Committee on funds collected and paid out for hardship relief.

The normal hardships of being on strike do not qualify a member for hardship relief.

To qualify for hardship relief, a member must first have exhausted all other reasonable options.

Where they exist, Area Coordinating Groups shall coordinate Local hardship relief fundraising efforts and channel funds to the neediest members in the area.

The union may collect money centrally for hardship relief, but Central Union funds shall not be used for this purpose. Money collected centrally will be distributed to Area Coordinating Groups and/or Strike Committees for use by their Hardship Relief Committees.

After the strike is over, unused funds collected for hardship relief shall be used to support other strikes by OPSEU/SEFPO members or other unionized workers.

Accommodation (Accessibility)

All members of a striking bargaining unit have the right to participate fully in the strike. However, some members may not be able to perform all strike duties. In such cases, the Strike Committee has a legal and moral obligation to modify the member’s strike duties to enable them to earn strike pay. This is called “accommodation.”

Accommodation may be required due to the prohibited grounds of the Human Rights Code.

Members have a duty to inform their Strike Committee if they need to be accommodated. Members seeking accommodation also have a duty to co-operate in finding accommodation solutions.

Accommodation requests are confidential. A member of the Strike Committee, or of the Strike Duties Sub-Committee if one exists, shall be assigned to deal with these requests.

Accommodation must be provided in a manner that respects the dignity of the person. This includes the way accommodation is provided and the individual's participation in the process.

The Strike Committee should respond to accommodation requests in a timely fashion and make sure that the accommodation continues until the member no longer needs it.

Members who feel they are not being accommodated may seek help from their regional harassment and discrimination advisors and their OPSEU/SEFPO Regional Vice-President. OPSEU/SEFPO's Harassment and Discrimination policy provides a process for filing and resolving complaints.

No member shall be denied strike pay because the Strike Committee cannot provide alternate duties.

Area Coordinating Groups

In multi-Local strikes, Locals within a geographical area shall work together to coordinate strike activities. Locals may form "Area Coordinating Groups" (ACGs) (also known as "clusters") to do this work.

Where a Provincial Coordinating Group exists, ACGs shall work to implement its decisions to strengthen the strike.

Assigned staff and Executive Board Members from the Region shall provide help, support, and direction to the ACGs as needed.

Reasonable costs for the work and activities of the ACGs (meetings, conference calls, transportation, etc.) will be paid by the Central Union where authorized by assigned staff representatives.

Where practical and useful, ACGs may establish area-level versions of any of the committees outlined above.

Provincial Coordinating Group

In large-scale multi-Local strikes, the President shall, in consultation with staff and the bargaining team of the striking bargaining unit, establish a Provincial Coordinating Group (PCG) to coordinate strike activities.

The PCG is responsible for providing overall strategic direction and making decisions around the activities of striking bargaining unit members. The PCG will be made up of:

- The President and First Vice-President/Treasurer of OPSEU/SEFPO;
- The Chair(s) and Vice-Chair(s) of the bargaining team(s);
- Staff and additional members as assigned; and
- Executive Board Member(s) as assigned.



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Notwithstanding the above, where the union conducts a job action or strike involving all members of the union, the PCG will be made up of:

- The Executive Committee of OPSEU/SEFPO; and
- Staff assigned by the President.

FINANCIAL ADMINISTRATION

Strike Preparation (Locals)

After the membership has voted to strike and before a strike starts, each Local shall:

- a. Make sure that each member fills out and signs [Form B](#) (Member Personal Information Form);
- b. Complete [Form A](#) (Application for Strike Administration Advance); ~~and~~
- c. Submit the completed Form A to the Regional Office for approval by the Staff Representative, who will forward it to the Accounting Department (“Accounting”) at OPSEU/SEFPO Head Office;
- d. For strike pay, designate at least two (2) members of the Strike Committee or Strike Finance Sub-Committee as cheque signing Officers, who must then complete and return an original bank signature card to Accounting; and

There is no reason for Locals to open any strike related banks accounts. The account will be opened by Head Office Accounting.

Upon receipt of the completed [Form A](#), Accounting will deposit a start-up advance of \$1,500 for strike administration purposes into the designated bank account.

- a. Accounting will advise the assigned Staff Representative and the Strike Finance Committee Chair.
- b. Locals that have submitted an up-to-date Trustee’s Audit Report to Accounting shall receive an extra quarterly rebate cheque at the start of the strike, once a completed [Form D](#) (Request for Additional Quarterly Rebate) is received in Accounting.
- c. In multi-unit Locals this rebate cheque(s) shall be calculated to only include members in the unit(s) that is (are) on strike, and at the end of every 8-week period the strike continues. This money may be used for strike expenses not covered under Expenses.

Strike Administration (Locals)

The Chair of the Strike Committee or Strike Finance Sub-Committee fills out [Form C](#) (request for Strike Items) and submits the completed form to the assigned Staff Representative for approval and submission to Head Office Accounting.

Once the form is received in Accounting the items in stock at Head Office will be allocated to the striking Local. Items will be sent to the attention of the assigned Staff Representative. Items that are not available at Head Office can be rented/purchased by the striking Local as per OPSEU/SEFPO policy.

Accounting will reimburse Locals for the following strike administration expenses:

- a. Appropriate strike headquarters and/or strike trailer rentals, if approved by the assigned Staff Representative;
- b. Hydro hook-up or electricity generator, and generator fuel;



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- c. Portable toilets, where necessary;
- d. Both land-based telephone lines and related charges, and cellphone usage charges, where appropriate will not exceed a \$100.00 monthly cap. If additional monies are required, such requests with rationale are to be submitted in writing to the Office of the First Vice-President/Treasurer for consideration.
- e. Safety vests/shirts, traffic/safety cones/pylons.

In exceptional cases, expenses not listed in Expenses may be reimbursed, if:

- They are authorized by a Staff Representative first, and
- They are approved by Accounting prior to the expenditure being incurred.

All strike expenses must be supported by original receipts or invoices. Expenses must be reasonable and/or be the low-cost option.

Every week, each striking Local must forward a completed [Form E](#) (Strike Administration Expense) to its assigned Staff Representative. This form must be signed by a member of the Strike Committee or Strike Finance Sub-Committee and accompanied by:

- a. Original supporting receipts/invoices;
- b. Cheque stubs for all issued cheques; and
- c. Cheque and stubs for all voided cheques.

Locals should keep copies of all strike administration forms and supporting documentation such as receipts, disbursements, paid invoices, etc.

Strike Committees shall refer issues arising from lost, stolen or stale-dated cheques to Accounting, with details of the cheque, by emailing to strikeforms@OPSEU.org.

Strike Pay (Members)

Members who perform a minimum of four or more hours of strike duties per day, or a minimum of 20 or more hours per week, are eligible for strike pay.

Strike pay shall be as follows:

	Weeks 1-3 daily maximum	Weeks 1-3 weekly maximum	Weeks 4+ daily maximum	Weeks 4+ weekly maximum
Member	\$50	\$250	\$70	\$350
Each Dependent	\$11	\$55	\$11	\$55

(April 14-16, 2016 [C20]; May 5, 2010 [B3]; September 21-22, 2022 [B17])

A dependent is:

- A non-income-earning spouse (excluding a spouse on strike);
- A child under 18 (or under 26 if attending school full-time) OR a dependent child as defined by the collective agreement or the benefit plan;
- A disabled family member; or
- An elderly family member who normally receives financial support from the striking member.

If both spouses are on strike, both may claim the dependents.

To receive strike pay and benefits, perform strike duties at a Local other than their own (see below), and/or request an accommodation (see 4.6a above), members must register by filling out [Form B](#) and submitting it to the Strike Committee or Strike Finance Sub-Committee, as appropriate. Form B should be filled out ahead of the strike deadline.

In strikes involving more than one Local, a member may apply to perform strike duties at a Local other than their own by filling out the appropriate section of Form B. The application will be approved if:

- The member's own Strike Committee approves the release of the member to perform strike duties at another location (such approval shall not be denied unreasonably); and
- The member finds a receiving Local that agrees to assign strike duties.

The receiving Local will only accept a member from another Local upon receipt of a completed and signed Form B. Once accepted, the member will be treated as a member of the receiving Local for the assignment of strike duties and payment of strike pay.

Essential and Emergency Services (EES) workers shall pay Union dues totaling 30 per cent of gross pay plus the normal dues rate.

EES workers will be entitled to a daily top-up payment if their net daily EES wage is less than their daily minimum strike pay entitlement.

NOTE: Net daily EES wages are calculated as gross wages received less income taxes, Employment Insurance (EI), and the Canada Pension Plan (CPP). Other deductions are not used in the calculation of daily net pay.

EES workers whose net daily pay is equal to or greater than the strike pay they would earn if they were not performing EES work shall not receive strike pay.

Members working part time or on an occasional basis shall receive the same strike pay as members working full-time.

A member who works for two employers represented by OPSEU/SEFPO, and is on strike against both at once, shall not receive double strike pay.

After the strike is over, any eligible members awaiting recall to work may continue to earn strike pay until they return to work, to a maximum of two weeks' strike pay. In such a case, strike pay is dependent upon the performance of "clean-up" duties, if any, assigned by the Strike Committee.

Disputes over entitlement to daily strike pay may be appealed to the Strike Committee, whose decision shall be final and binding.

The Executive Board will review the level of strike pay from time to time.

Strike Pay Administration (Picket Captains)

At the end of each week, Picket Captains shall deliver a completed and signed [Form F](#) (Weekly Strike Duty Performance Register) to their Strike Committee or Strike Finance Sub-Committee.

Strike Pay Administration (Locals)

Strike pay is earned daily and paid if, and only if, the strike lasts for more than one (1) day. A strike which lasts one (1) day or less does not entitle members to strike pay. However, if the strike lasts for more than one (1) day, strike pay is retroactive to the first day strike duties are performed.

Strike pay is earned daily but paid weekly. The weekly maximum shall be no more than five (5) days of strike pay.

Locals are authorized to issue strike pay to members who are registered for strike duties and/or accommodation.

Supplementary strike pay to members, if paid, must be paid for entirely by the Local. Strike pay cheques must not be used for this purpose.

The bargaining team Chair(s) may assign strike duties to bargaining team members, with strike pay dependent upon performance of such duties. Strike pay for bargaining team members will be issued through the home Local, upon authorization by the bargaining team Chair.

For strike purposes, a week is seven consecutive calendar days. The first day of the strike is the first day of Week One.

The first strike pay cheque must not be issued until seven days after the beginning of the strike. Thereafter, strike pay cheques may be issued on a weekly or bi-weekly basis.

The Strike Committee or Strike Finance Sub-Committee shall submit all completed and signed Form F's (Weekly Strike Duty Performance Register) to the assigned Staff Representative at the end of each week.

Accounting will distribute funds for strike pay to the Strike Committee or Strike Finance Sub-Committee upon receipt of:

- A completed Strike Register/Member Details tab from the Strike CD. This can be emailed to strikeforms@OPSEU.org.
- A completed original bank signature card; and
- A completed original Form B for each Local member who is requesting strike pay and benefits.



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Strike Benefits

Prior to a strike OPSEU/SEFPO will, through its staff negotiator, initiate negotiations with the employer to have the employer pay their usual share of the premiums (with OPSEU/SEFPO paying the members' usual share) for continuance of insured benefits coverage and to have the employer arrange with the insurance carrier(s) to continue coverage as per the collective agreement for all bargaining unit members on strike or lockout.

If the employer agrees to continue coverage under their insurance policy (or policies) but refuses to pay their usual share of the premiums, then OPSEU/SEFPO will pay the required premiums for members on strike/lockout.

If the employer does not agree to continue coverage under their insurance policy (or policies) as set out above, OPSEU/SEFPO will provide a limited benefit package through the OPSEU/SEFPO Joint Trusted Benefit Fund (OJTBF).

The insured benefits through the OJTBF for OPSEU/SEFPO members who are in receipt of strike pay shall include: \$100,000 Life Insurance; and Extended health coverage

OPSEU/SEFPO will also supply insured benefit coverage as outlined above for any member who is off on a pre-existing disability claim who has had their coverage terminated as a result of a strike/lockout in their workplace.

When requested, OPSEU/SEFPO will provide, through the OJTBF, insured benefit coverage as outlined above for members on strike/lockout who do not have insured benefits while at work but would be receiving a percentage in lieu of benefits if it were not for the strike/lockout.

(December 4, 2003 [B8], January 19-20, 2005 [B17])

Final Account of Strike Fund (Form I)

No later than two (2) months after the end of the strike, the Local shall:

- a. Complete and return [Form I](#) to Accounting;
- b. Pay all bills arising from the strike;
- c. Provide a full account for all funds received, with supporting documentation, to Accounting;
- d. Submit all reports, with supporting documents, to Accounting for review;
- e. Return, to Accounting, any portion of the \$1,500 start-up advance that has not been accounted for; and
- f. Provide a full report on strike expenses to a General Membership Meeting.

Accounting will hold back quarterly rebates for each Local until the Local has submitted all original strike forms and/or all advances have been returned.

In the event that two (2) rebates have been withheld and there has been continued non-compliance with this policy, the union may start the process of putting the Local into trusteeship as outlined in the Constitution.



PROCEDURES MANUAL

Submission of Forms

All administration forms mentioned in this Section 5.0 are those provided in the OPSEU/SEFPO Strike Manual and on the Strike CD, and are also available through the Regional Offices.

See the OPSEU/SEFPO website [here](#) for all forms.

2. Strike-Breaking

Effective Dates: October 21-23, 2003 [B30]

Application: Locals, Members, Executive Board Members,

Related: trusteeship, legal
Constitution, Article 30

Procedure Applicable to a Local Not Under Trusteeship:

Any Local (not under trusteeship by reason of the proportion of members that are strikebreakers) can respond to the presence of alleged strikebreakers by engaging in the following procedure, as mandated by Article 30.1.1:

- a. Collect objective and reliable facts showing evidence of strike-breaking by identified individuals (bearing in mind that the final determination is to be made at the Local meeting);
- b. Issue a notice of a Local membership meeting. The notice should include the following information:
 - a meeting date reasonably far into the future;
 - the names of the individuals who are accused of strike-breaking;
 - that the purpose of the meeting will be in part to consider the allegation of strike-breaking. This notice must go to all members of the Local in the normal fashion and also be personally delivered or mailed to each member accused of strike-breaking.
- c. Hold a membership meeting, at which the following should occur in the following order:
 - A member of the Local Executive should provide the evidence against any accused strikebreaker;
 - Other members of the Local should be given an opportunity to present their views;
 - Any accused strikebreaker should be asked if they wish to respond and, if they do, they should be given “the floor” for a reasonable opportunity to present their evidence and views;
 - A vote should be held on a following resolution;
 - Therefore be it resolved that this Local declare (member name) has engaged in strike-breaking, on more than one occasion, during the _____ strike by the Local.
 - The motion is to be supported by at least two-thirds of those voting.
 - The minutes should record all of these steps and be kept on file by the Local.
- d. Ensure the members named in the adopted motion as having engaged in strike-breaking get a letter stating the following:
 - A motion was passed at a Local meeting duly called as per Article 30.1.1 on (date);
 - The text of the motion;

- In consideration of the harm done to the union, damages are now owed to the union consisting of 100 per cent of wages earned by the strikebreaker (including the calculation of the amount, but note that the maximum is ten thousand dollars);
- The member's membership is suspended, the member is removed from any union office then held (and name the office) the members' name will be recorded in a central public registry and all these penalties shall remain in effect until the damages have been paid or collected through a civil action;

The member has the right to:

- Appeal to the Executive Board, which right is to be exercised by contacting the President's Office to be placed on the agenda of a pending meeting;
- Or, after one year, the member can apply to the Local for the penalty to be lifted or varied.

The letter to the member should be copied to the Office of the President for information and action.

Commencing a Civil Action:

- a. Policy factors: Should a Local wish to consider a civil action against a member to collect the damages for strike-breaking, the following circumstances need to be considered:
 - The civil action should not be commenced until any suspended member's appeal to the Executive Board has been completed;
 - Civil litigation is uncertain and there is no guarantee of success;
 - The cost of the lawsuit will be borne by the Local;
 - Any amounts collected in any lawsuit will first be expensed back to the Local to cover the legal cost of the action and the remainder will be put in the Central Union Strike Fund;
 - The civil action, and choice of counsel, must be approved by the Central Union (as the Central Union is the body with the right to sue and has a policy of centrally approving all external representatives).
- b. Procedure: Any Local wishing to commence an action against a strikebreaker to collect damages needs to follow the following procedure:
 - Notify the First Vice-President/Treasurer of OPSEU/SEFPO who will determine whether to give the Local the authority to commence the action in the name of OPSEU/SEFPO;
 - If the Local wishes to retain counsel, to obtain approval from the First Vice-President/Treasurer in consultation with the Union's General Counsel;
 - Keep the First Vice-President/Treasurer's office informed of the status of the litigation;
 - Remit any amounts collected in excess of legal costs back to the First Vice-President/Treasurer for deposit in the Strike Fund.

Procedure Concerning a Local Under Trusteeship:

Should the Local be under a general trusteeship, the Trustee should consider and decide whether to commence the process for naming strikebreakers and, if so, the Trustee should conduct the process as set out above with the Trustee assuming all of the functions of the Local Executive and also making the determination rather than holding a vote.

Should a Local be under trusteeship for the specific reason of the proportion of strikebreakers, the Region's Executive Board Members shall assume the function of the Local Executive in respect of the meeting to consider strike-breaking and shall make the determination rather than hold a vote.

Procedure Where a Member Appeals to the Executive Board:

After receipt of the notice of the members' appeal, the Office of the President should place the item on the agenda of the Executive Board and duly notify the member that:

- The matter will be dealt with at a certain meeting;
- The member will have the opportunity to present all relevant evidence and argument.

At the relevant meeting, the Executive Board should hear:

- A member of the Local Executive recount the circumstances of the Local's decision;
- The relevant evidence and argument that the suspended member wishes to bring forward.

The Executive Board shall then decide whether to confirm, vary or nullify the penalty and/forgive or vary the assessed damages.

Member Application to Local for Reconsideration:

After a period of one year from the date of the imposition of the original assessment of damages, an individual may apply to their Local for the penalty to be lifted and/or the assessment to be forgiven.

The following procedure is to be used:

- The suspended member advises the Local that they wish to have the issue considered at an upcoming Local membership meeting;
- The issue is set out in the notice to the members of that meeting;
- The suspended member is personally invited to attend and make a presentation;
- At the meeting, the suspended member is given a reasonable opportunity to present their position;
- The Local membership present decides by simple majority vote whether to confirm, vary or nullify the penalty and/or forgive or vary the assessed damages;
- Notification is to be given to the Office of the President for any action required from the Central Union.

3. Strike Fund Allocation, Account and Auditing, Capital Assets

Effective Dates: 1. 2006 [C29];
 2. February 21-22, 1980 [B7], November 22 23, 1980 [B15], and June 18 20, 1981 [C];
 3. December 9-10, 1982 [B27-28], November 1-3, 1985 [C], November 7-9, 1986 [C24], and
 February 28-March 1, 1990 [B5]

Application: Head Office

Related: funds, audit, building

1. Allocation

Five (5) per cent of the union's general dues revenue be allocated to the Strike Fund and transferred on a monthly basis.

2. Account and Auditing

OPSEU/SEFPO will establish a separate, segregated Strike Fund in a separate account into which will be periodically deposited effective January 1, 1990, 2 per cent of prior year's audited dues income, annually.

The Strike Fund will be separately audited and reported.

3. Capital Asset

The land and building at Head Office will be transferred to the Strike Fund to appear as a capital asset of the Strike Fund.

4. Strike Fund and Non-Right-to-Strike-Fund Investment

Effective Dates: 1. December 5-6, 1985 [B7], March 26-27, 1987 [B3], and January 19-20, 2005 [B9]);
2. December 14-15, 2011 [B11]; January 28-29, 2025 [B15]

Application: First Vice-President/Treasurer

Related: funds

Investment

1. OPSEU/SEFPO management

The First Vice-President/Treasurer is empowered to arrange re-investment of cash funds and existing investments, provided that such investments can be redeemed within 90 days, and all investment transactions are to be reported to the Board on a regular basis. Prior Board approval is required for any major changes to the types of investments currently held. .

2. Investment Manager

The investments may be managed by more than one investment manager.

5. Strike Fund Monies

Effective Dates: 1. April 16, 2008 [B5];
 2. May 18-19, 2011 [B28]

Application: Executive Board; Elected Officers

Related: funds, expenditures

1. Transfers

OPSEU/SEFPO will transfer the appropriate monies to the Strike Fund on a monthly basis and the Executive Board will receive complete Strike Fund financials at all Board meetings, including the amount of money transferred to the Strike Fund and any monies used from the Strike Fund.

2. Spending

The President or First Vice-President/Treasurer shall receive recommendations from the bargaining team(s) for lobbying, mobilization and other necessary member activities between the time of a successful strike vote and the start of a strike.

The Executive Committee, by majority vote, shall make decisions on spending Strike Fund monies, in the period of time between a successful strike vote and the start of a strike, for lobbying, mobilization and other necessary expenses for member activities. The decisions of the Executive Committee will be reported to the Executive Board in writing.

6. Strike Fund, Non-Right-to-Strike Fund, and Pension Fund Investment

Effective Dates: 1. January 24-25, 1985 [B25];
 2. December 14-15, 2011 [B11]
 3. January 28-29, 2025 [B15]

Application: Executive Board

Related: pension

1. Types of Investment

The Strike Fund, Non-Right-to-Strike-Fund and the pension fund will be invested only with companies and in such securities of firms that are not acting in an anti-union fashion.

2. Requirements

All investment managers must adhere to OPSEU/SEFPO's investment policies regarding member's monies under section 3.4.6 – Strike Fund, Non-Right-to-Strike-Fund, and Pension Fund investment (this section).

The overall asset mix will remain 20 per cent cash, 20 per cent Canadian equities and 60 per cent fixed income.

Any transfer of funds to a new investment manager will be brought forward to the Executive Board for approval.

Section 4. FINANCIAL ADMINISTRATION

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

Contents

4.1 Expenses Authorization

None. See Policy Manual.

4.2 Expenses Claims

See Policy Manual (Procedures are embedded).

4.3 Allowances and Advances

- Allowances for Negotiating Teams; and Room Service Charges
- Advances: Expenses Accounts Not Submitted

4.4 Other Expenses

- Expense Account Submissions

4.5 Dues

None. See Policy Manual.

4.6 Control and Accountability

- Whistle Blower Policy

4.7 Budget

- Procedures

4.8 Expenditures

- Authority and Procedures
- Locals: Office Equipment

4.9 Working Financials

- Investment Portfolio, Liquidity Position, and Accounts Receivable
- Head Office and Regional Office Leases
- Leases, Insurance Policies, and Service Contracts
- Loan Interest Expenses
- Management of Real Estate
- Safety Deposit Box: Lease, Access, Informing of Bank Branch



4.10 Purchasing and Tendering

- Purchasing
- Purchase Acquisition System
- Procedure Grid, Guidelines, and Regulations
- Tendering Criteria

4.11 Campaign Funding

- Accountability for Regional Membership Funds

Acronyms Used in This Section:

Acronym	Full Term
CGSC	Coordinating Group Strike Committee

4.1 Expense Authorization

Contents:

None. See Policy Manual.

4.2 Expense Claims

See Policy Manual (Procedures are embedded).

4.3 Allowances and Advances

4.3 FINANCIAL ADMINISTRATION – Allowances**1. Allowances for Negotiating Teams; and Room Service Charges**

Effective Dates: 1. September 10 11, 1986 [B27];
 2. March 21-22, 2018 [B31] and January 29-30, 1987 [B6]

Application: Executive Board; Negotiating Team; Head Office

Related: Convention, accommodations, expenses

1. Allowances

The Executive Board will receive a regular accounting of per diem and other allowances received by individual provincial Negotiating Team members.

These allowances will be reported to the Convention.

2. Room Service Charges

The Accounting Department will submit periodic reports to the Board on room service charges by negotiating teams. This is not intended to include personal hotel room charges.

2. Advances: Expense Accounts Not Submitted

Effective Dates: 1. August 21-22, 1980 [B13];
 2. January 23-24, 2019 [B27]
 3. September 14, 1987 [EC6]
 4. October 18-19, 2023 [B10]

Application: Executive Board; Elected Officers

Related: expenses

1. Actions

When expense accounts have not been submitted in the normal way for money advanced by Head Office:

1. The member should be written to once annually urging them to send in the expense accounts. Expense account forms should be enclosed along with information on how to view their member profile for any outstanding advances.
2. The address of the member should be verified.

If a member has outstanding advances more than 90 days following the date of the event, any further advances will be denied until the outstanding advances are resolved.

2. Writing Off

After one letter in November has been sent, according to policy, amounts of \$10.00 or less will be written off.

4.4 Other Expenses

4.4 FINANCIAL ADMINISTRATION – Other Expenses

1. Expense Account Submissions

Effective Dates: 1. August 21-22, 1980 [B13];
 2. March 1-2, 1995 [B13];
 3. August 21-22, 1980 [B13];
 4. September 21-22, 2011 [B17] and March 5-7, 1997 [B31-32];
 5. September 21-22, 2011 [B17];
 6. November 4-5, 1987 [B14]
 7. April 6-9, 2022 [C]

Application: Head Office; Executive Board; Elected Officers; Negotiating Teams

Related: expenses, negotiations

1. Ten-Day Window

Expense accounts should be received by Head Office within ten days of the expense being incurred but in any event not later than three months after the expense has been incurred.

Accounts submitted after the three-month period will not be honoured, except in unusual circumstances (subject to appeal procedure).

2. Deadline for Submission

The Policy Manual states that a three-month period is the maximum allowed for submission of expense claims.

Members are to be reminded of that policy; and that the policy be enforced more stringently.

3. Executive Board Members

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

4. Procedures:

- Separate activities – separate activities to go on separate expense claims.
- Regional activity (business) – to be explained in detail on the expense claims.
- Meeting date – forms to be filled out completely on expense claims.
- Mileage claim – mileage data is required in the mileage column.
- Hotel telephone use – to put all phone calls on their calling cards.
- Time off letters – time off letter is required to justify any wage claim.
- Strike expenses – to be charged to Coordinating General Strike Committee (CGSC) or central strike expenses.

- Authority – Accounting Department is authorized to return claims which are not filled out satisfactory.
- Presidential assignment days – the wage column of their expense claim must indicate how many hours were used.

5. **The Executive Board** reaffirms Section 4.4 (expense) policies of the OPSEU/SEFPO Policy Manual. Presidential assignment days – the wage column of their expense claim must indicate how many hours were used.

6. Negotiating Teams

Negotiating Team members are to submit their expense accounts to the team Chairperson, or OPSEU/SEFPO staff member, upon conclusion of the meeting.

- The team Chairperson, or OPSEU/SEFPO staff member, as appropriate, will be responsible for submitting the accounts, along with the attendance register, to Head Office.
- The attendance register will be for verification of the attendance at the meeting.
- The team Chairperson, or OPSEU/SEFPO staff member, as appropriate, will also be responsible for verification of expenses submitted by members of the team.
- Receipts are to be submitted with expense accounts.

7. Bargaining Teams

Where part time, seasonal, temporary, casual, or otherwise precarious employed members are elected to a bargaining team, and they do not have wages to replace during days scheduled for bargaining or caucus meetings, that OPSEU/SEFPO pay them for the equivalent of a full day's pay at their regular hourly rate.

4.5 Dues

Contents:

None. See Policy Manual.

4.6 Control and Accountability

1. Whistleblower Policy

Effective Dates: April 18-19, 2023 [B10]

Purpose: OPSEU/SEFPO-wide; Executive Board; Elected Officers; Audit Committee

Related: budget, audit, financial

A. Introduction

OPSEU/SEFPO is committed to conducting the business of the Union fairly, honestly and with transparency. By speaking up about potential wrongdoing in the workplace, whistleblowers may risk their career and livelihood and therefore whistleblower protection is essential to this commitment. This policy protects whistleblowers from retaliation and is being put in place as part of a commitment to ethical behaviour and to encourage a culture of integrity at OPSEU/SEFPO where wrongdoing is safely reported as soon as possible.

B. Purpose

The purpose of this policy is to establish procedures for the reporting of allegations of wrongdoing within OPSEU/SEFPO when there is a fear of reprisal reporting via established channels. This policy establishes safeguards to protect whistleblowers from retaliation as a result of making a protected disclosure.

C. Scope

Who is protected?

This policy applies to protect OPSEU/SEFPO Executive Board members, Elected and Appointed Office Holders, staff, former staff, and anyone acting on the Union's behalf ("the whistleblower") from retaliation as a result of making a protected disclosure under this policy.

What disclosure is protected?

A good faith disclosure of actual or potential wrongdoing made using the procedure outlined in this policy (below) is protected.

Where an individual is uncertain as to whether there is wrongdoing, it is preferable that information is disclosed, rather than kept to themselves. Whistleblowers can disclose information related to their genuine concerns without fear of reprisal even if they turn out to be mistaken. For this reason, an individual who makes a good faith disclosure which turns out to be unsubstantiated is protected from reprisal.

However, where an individual offers a disclosure which they know to be false or misleading, this does not result in that disclosure being protected.

What is wrongdoing?

Wrongdoing means any illegal or inappropriate conduct undertaken by, on behalf of, or in relation to the Union, including but not limited to:

- Criminal activity or offenses, including fraud, theft, embezzlement, and misrepresentation.
- Corruption, bribery, or extortion.
- The wrongful or unauthorized acquisition, gross mismanagement, appropriation, abuse, or disposal of Union assets or resources in a willful, intentional, or negligent manner.
- Financial malpractice, impropriety, or financial misrepresentation.
- Failure to comply with any legal or professional obligation.
- Conduct likely to damage OPSEU/SEFPO's reputation, image, or financial wellbeing.
- Any act or omission that creates a substantial or specific danger to life, health and/or safety of OPSEU/SEFPO staff, members, or the public.
- The misuse of position for personal gain.
- Financial irregularities, including but not limited to: forgery or alteration of cheques or other financial instruments; any misappropriation or mishandling of funds or securities.
- Any fraudulent claim for reimbursement of expenses by the Union.
- Any retaliation against someone for making a protected disclosure.
- Knowingly directing or counseling a person to engage in wrongdoing.
- The deliberate concealment or destruction of information relating to any of the above matters.

What is reprisal?

Reprisal includes but is not limited to:

- Dismissal or threat of dismissal
- Discipline, suspension, or the threat of discipline or suspension
- Subjecting someone to any form of harassment or abuse
- Imposing any penalty, directly or indirectly, including career limitations or change in work conditions/assignment

D. Disclosure Process

OPSEU/SEFPO encourages staff to report any occurrence or evidence of wrongdoing that they are aware of to their supervisor or other management staff through established channels, including the grievance procedure where appropriate. OPSEU/SEFPO encourages non-staff to report any occurrence or evidence of wrongdoing that they are aware of to a union official.

This policy does not supersede OPSEU/SEFPO's Anti-Discrimination Anti-Harassment Directive (related to staff) or OPSEU/SEFPO's HDPP Harassment Discrimination Prevention Policy (related to members).

Where fear of reprisal exists, however, a disclosure may be made via this whistleblower process.

The whistleblower has two options for making a disclosure. Under either option the whistleblower should include as much information as possible including the nature of the wrongdoing; who is alleged to be involved; specific dates, times, and locations; and any relevant evidence.

Option One

OPSEU/SEFPO has appointed a Whistleblower Officer in the People and Culture Division. The individual identified as the Whistleblower Officer will be made known to staff, members, and others. Disclosures

may be made to the Officer and must be in writing. The Whistleblower Officer will maintain an open-door policy and will maintain the confidentiality of the whistleblower, to the extent possible and except as required by law.

Option Two

Where the whistleblower chooses not to make the disclosure to the Whistleblower Officer, the whistleblower may make the disclosure to an independent third party. The third party shall be independent of any affiliation with OPSEU/SEFPO and will maintain confidentiality, anonymity (to the extent possible and except as required by law) and independence. This third party will be known to staff, members, and others, and the full contact for this party will be easily available. All disclosures will be made to the third party in writing.

E. Reprisal

Any employee who retaliates against someone because they have made a good faith disclosure may be subject to discipline up to and including termination of employment. The above does not foreclose the use of other sanctions where appropriate.

F. Next Steps

OPSEU/SEFPO will make every reasonable effort to address appropriately disclosures made under this Whistleblower Policy in a good faith manner. OPSEU/SEFPO will report semi-annually to the Executive Board an anonymized list of disclosures under this policy that will include the general nature of each disclosure made.

4.7 Budget

1. Procedures

Effective Dates:

1. June 17, 2015 [B2];
2. November 22-23, 1980 [B9], October 28-30, 1982 [B5], January 24-25, 1985 [B22] and April 26-27, 1989 [B13];
3. February 21-22, 1980 [B4];
4. October 15-15, 2008 [B19]

Application: Head Office; Elected Officers; Executive Board;

Related: budget, regions, education, expenditures

1. First Draft

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

2. Presentation

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

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

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

3. Unbudgeted Expenditures

Whenever a previously unbudgeted expenditure, accompanied by a cost estimate, is approved by the Board the authority is thereby given to add the appropriate cost to the existing budget.

4. Educational Budget Line

If the regional educational budget is underspent for a specific year, all such unused funds be transferred to the next year's educational budget line.

4.8 Expenditures

1. Authority and Procedures

Effective Dates:	1. May 23-24, 2018 [B4], June 17, 2015 [B2]; 2. March 9-10, 2005 [B14], June 17, 2015 [B2]; 3. September 21-22, 2016 [B], January 19-21, 1977 [B25]; 4. March 22 23, 1979 [B13] May 25-26, 2022 [B13]
Application:	Elected Officers; Head Office; Staff
Related:	purchasing and tendering

1. Responsibility

The President, in consultation with the First Vice-President/Treasurer shall assign responsibility for approving expenditures from each budget line in OPSEU/SEFPO's budget to a specific Administrator. Each Administrator's budget responsibilities shall be part of their performance review. That Administrator may Delegate responsibility to another Administrator or to a Supervisor. Staff other than an Administrator or Supervisor shall not normally have expenditure approval authority.

Where staff other than an Administrator or Supervisor has been delegated expenditure approval authority, the extent and purpose of that authority shall be specified and documented.

Staff responsible for approving expenditures for any budget line shall ensure that the money allocated to that line is only expended for the purposes for which it was originally budgeted.

2. Purchases of Goods and Services:

- Regular Monthly invoices of utilities and cleaning, up to \$500.00 can be approved by the supervisor or in case of absence another supervisor (or delegated accordingly as above). Any invoices that are outside the normal month to month invoices listed above must be completed accordingly to the schedule below.
- Up to \$15,000 must be approved by signature of a Supervisor and Administrator (not including invoices covered above),
- \$15,000 to \$50,000 must be approved by signature of an Administrator and the First Vice-President/Treasurer,
- Over \$50,000 must be approved by signature of the President and the First Vice-President/Treasurer as well as the Administrator.

Signatures must be acted upon within ten (10) working days.

All staff shall report any possible anomaly to the Administrator of the Financials Services Unit immediately.

Review:

That Administrator shall review the anomaly and, if it is not satisfactorily explained, bring the anomaly to the attention of the President and the First Vice-President/Treasurer.

The Administrator of the Financials Services Unit is responsible for putting budget expenditure monitoring practices in place that ensure the ongoing responsibilities set out in this Section are followed.

3. Costing of Proposed Expenditures

Before a request for approval of the Board for the expenditure of funds is made to the Board by any Committee of the Board or subsidiary body, a budget proposal template and estimated costing shall be carried out and completed, with assistance from OPSEU/SEFPO staff, by the group seeking the funds and such estimates shall be presented to the Board prior to the Board voting on the matter.

4. In Excess of \$20,000

Approval for expenditures in excess of \$20,000 must receive 30 days' advance notice prior to decision by the Board. Such notice period can only be waived by a two-thirds majority of the Board voting in the affirmative.

2. Locals – Office Equipment

Effective Dates: February 24-27, 1977 [B52]

Application: Locals; Head Office

Related: Expenses, offices

Locals of less than 201 members will still claim brief cases and filing cabinets through Head Office to the extent allowed by policy, but larger Locals must purchase their own.

Locals may purchase office equipment through the rebate system but the equipment is to remain with the Local. In the event of the disbanding of the Local, the equipment must be sold and the money must be returned to the Local. If the Local no longer exists the money must be turned in to Head Office.

If a Local purchases its own office equipment with its own funds, not money which is returned to the Local by the rebate system, it is the responsibility of the individual Local to dispose of such equipment and the money derived therefrom.

4.9 Working Financials

1. Investment Portfolio, Liquidity Position, and Accounts Receivable

Effective Dates: November 6, 1978 [B10]

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

Related: investments

The First Vice-President/Treasurer shall monitor the investment portfolio of OPSEU/SEFPO and OPSEU/SEFPO's liquidity position and report regularly to the Executive Committee and the Executive Board at intervals not exceeding six months.

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

2. Head Office and Regional Office Leases

Effective Dates: March 28-29, 1980 [B25-26]

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

Related: leases

The President and the First Vice-President/Treasurer are authorized to lease space at Head Office and to lease space for the Regional Offices.

Such contracts entered into shall be placed on the agenda of the next Board meeting for discussion purposes.

If the Board is not satisfied with the action taken, the Board will give direction, by majority vote, in regard to future leasing contracts.

3. Leases, Insurance Policies, and Service Contracts

Effective Dates: November 6, 1978 [B11]

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

Related: leases, insurance

All leases, insurance policies and service contracts will be received by the First Vice-President/Treasurer who will report to the President, and the President shall make such recommendations as they deems appropriate to the Executive Committee.

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

4. Loan Interest Expenses

Effective Dates: March 26-29, 1976 [B3]

Application: First Vice-President/Treasurer

Related: expenses, loans

Loan interest expenses will be shown as a separate item on all future statements of revenue and expenditure.

5. Management of Real Estate

Effective Dates: December 15-17, 1976 [B13]

Application: President, First Vice-President/Treasurer

Related: buildings

The management of real estate forming part of the assets of the union shall rest with the President and/or the First Vice-President/Treasurer.

6. Safety Deposit Box: Lease, Access, Informing of Bank Branch

Effective Dates: 1. October 26-27, 2011 [B6];
 2. June 17, 2015 [B2];
 3. March 31, 1985 [B5]

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

Related: leases, banking

1. Lease

This company will lease from the Executive Board approved financial institution a safety deposit box and the First Vice-President/Treasurer is hereby authorized to execute on behalf of this company a contract for such purpose upon such terms and conditions and for such rental as may be agreed upon between them and the bank; and

2. Access

Any two of: the President, First Vice-President/Treasurer, the Administrator of the Financials Services Unit, Accounting Supervisor or Corporate Secretary are hereby authorized to have access to and control of the contents of the said safety deposit box; and

3. Informing of Bank Branch

A certified copy of this resolution will be handed to the said branch of the said bank for its guidance and information in the premises, and the company undertakes that this resolution shall be irrevocable until a resolution repealing this resolution shall have been passed and a copy thereof duly certified under the seal of the company delivered to the said bank at the branch where the said safety deposit box is situated.

4.10 Purchasing and Tendering

1. Purchasing

Effective Dates: November 6, 1978 [B12]

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

Related: purchasing and tendering

The First Vice-President/Treasurer will regularly review the working of OPSEU/SEFPO's Purchasing Policy and recommend to the Executive Committee such changes as they deems necessary.

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

The First Vice-President/Treasurer will maintain and circulate a current version of the Purchasing Policy.

2. Purchase Requisition System

Effective Dates: June 13, 1979 [EC5-6], revised December 10-11, 2008 [B6]

Application: Head Office; Regional Offices

Related: purchasing

A purchase requisition system is in place so that department and/or section heads submit approved requisitions to the Purchasing Clerk-Accounting Services, who will perform the purchasing function for OPSEU/SEFPO. All purchase orders are formally numbered and controlled by the purchasing clerk.

Regional office purchases over \$500 (other than normal operating costs like rent and telephone) will be made within the same requisition system guidelines.

A packing slip (Bill of Lading, etc.) will be part of this system so that a complete payment document will consist of:

- a. The approved purchase order
- b. Packing slip
- c. The supplier's invoice (checked for quantity, price, discounts, etc.)
- d. OPSEU/SEFPO's cheque in payment.

3. Procedure Grid, Guidelines, and Regulations

Effective Dates: 1. Revised December 10-11, 2008 [B6], June 17, 2015 [B2];
 2. [Embedded below];
 3. April 15, 1978 [B26], amended by virtue of decisions of November 6 and 23-24, 1978 [B]

Application:: Head Office

Related: purchasing

1. Purchasing Procedure Grid

<i>Description of Item</i>	<i>Method of Buying</i>	<i>*Total Order Dollar Amount</i>	<i>*Purchase Order Approval Required</i>
Supplies and Services	2 telephone price enquiries (except for subsequent regular purchases)	Up to \$1,000	the Administrator of the Financial Services Unit and the Supervisor concerned
Furniture and Equipment	3 price enquiries (except for subsequent regular purchases) in writing	Up to \$5,000	the Administrator of the Financial Services Unit and the Supervisor concerned
Budgeted Projects	Various sources – usually of single type – like OPSEU/SEFPO News printing; price quotes to be in writing	Up to \$50,000	The First Vice-President, the Administrator of the Financial Services Unit and Supervisor concerned
Major Expenditure	By sealed tender	\$50,000 and over	Executive Committee to Board

***Notes:**

1. Purchases of Supplies, Services, Furniture or Equipment which will exceed \$10,000 for a single order must be tendered.
2. Multiple orders must not be written in an attempt to circumvent the prescribed authority limits.

2. Guidelines

Each expenditure must be subject to the prior approval of an authorized person and account coded for future reporting, within the following guidelines:

- a. Office Supplies – Departments send in their requisitions duly approved by the Department Head for processing.

- b. Supply Items – A reasonable number of toners will be maintained for the whole organization. Prices from two or more suppliers will be obtained prior to arranging any Purchase Requisitions, to be approved by the Administrator of the Financial Services Unit.
(June 17, 2015 [B2])
- c. Office Furniture and Equipment – Anything over \$1000 (tax included) in value will have to be capitalized. Purchase Requisitions are usually approved by the Department Head or at the administrative level. Purchase Orders are to be approved by the Administrator of the Financial Services Unit. Two or more quotes will be made prior to determining the vendor. Anything below the \$1000 level will be expensed; same approval procedure to follow.
(June 17, 2015 [B2])
- d. Budgeted Projects will carry overall initial authorization from the Board, delegated through the Office of the President to a particular department which will answer for approval of all acquisitions to the President. Normally, purchase order procedures are not pertinent in these cases, but competitive pricing in advance of approval is necessary.
- e. Major Expenditures which cover amounts in excess of \$5,000, and which are not covered by a budgeted project, whether of a physical nature or a service supply, are to be tendered in conformity with the approved Tendering System, analyzed by the Executive Committee, and, presented to the Board for acceptance and approval prior to commitment.

General Comments:

- 1. Rental Contracts are a major expense for OPSEU/SEFPO, covering equipment and premises and are within the purview of the Executive Committee and are a purchasing responsibility. Normally a tender will be held to source for a competent vendor for quality after-sales service.
- 2. Implied Authority is one facet which is difficult to control. Therefore, all employees, Elected Officers, directors and members must be made aware of these procedures and advised that they do not have the authority to commit OPSEU/SEFPO without going through the proper channels, in advance.

3. Purchasing Policy Regulations

In many cases, strict adherence to this policy directive would be virtually impossible and often counter productive, particularly with reference to low price tag, petty cash types of purchases. Therefore, the following list of operating explanations is added to the policy write up to define those instances when common sense must prevail over the strict interpretation of the formal policy.

- 1. Prices appearing on a purchase order act as a confirmation of the level of commitment, allow audit when compared to the supplier's invoice and give the approving authority knowledge of the cost in advance. There are many circumstances wherein finite pricing is not possible or even practical. In these cases, wording such as "price to be advised" is desirable on the face of the order.
- 2. Telephone price inquiries in the norm are intended to be obtained for first-time purchases and from time to time on repeat orders, to assure that suppliers are and remain, competitive. As in most acquisitions, we are concerned with quality, price and delivery.

3. Budgeted projects which have been approved by the Board and/or Convention have earned that approval based on presentation of a list of projected purchases, the total of which constituted the request. Authority for committing OPSEU/SEFPO must stem from such approvals being gained in advance so that authorizers (e. g., President) have an understanding of where and in what volume funds will be spent.
4. Repeat orders are not to be made to circumvent the purchasing policy. That is, if approval is limited to \$500 for a specific purchase, two (2) orders are not to be drawn for say \$450 each, when the total cost of the item is \$900.
5. Contracts of any nature must be signed by the President or the President's designee. No other person has authority to commit OPSEU/SEFPO to any formal written contract even if such contract is a renewal.
6. Subscriptions, once approved by the President, may be repeated or renewed upon the approval of the head of the user department. New subscriptions require justification when submitted to the President for approval.
7. Major expenditures which form part of a project whose overall budget has been established by the Board, may be made upon delegation of purchasing authority by the President to the Department Head responsible.
8. Purchases of supplies, services, furniture or equipment which will exceed \$10,000 for a single order must be tendered.

4. Tendering Criteria

Effective Dates:	1. Reaffirmed October 23-24, 1991 [B13], June 17, 2015 [B2]; 2. March 5, 1982 [B14], June 17, 2015 [B2]
Purpose:	Head Office; Executive Committee
Related:	tendering, audit

1. To effect a fair, equitable and purely competitive set of conditions on the acquisition of fixed assets or major service contracts, the following set of criteria must prevail:

- a. **Uniform Specifications:** Each supplier will be given a set of pre-established specifications upon which to quote.
- b. **Minimum of Three Quotations:** Except in unusual situations where only one or two potential suppliers are in the market, requests for tender will be sent to at least three firms.
- c. **Sealed Tender Submissions:** Included with the request for tender will be a set of instructions which will include:
 - The date by which tenders must be received.
 - The time of closing of tender acceptances.
 - A direction that tenders be addressed to the President of OPSEU/SEFPO.
 - A direction to the effect that each bid must be received in a sealed envelope, marked "TENDER" on the outside, and mailed or delivered within the specified time limits.
- d. **Terms and Conditions:** These will vary with each project, but in the main must include:
 - Payment pattern, including holdback conditions.
 - Credibility assurances of supplier.
 - Performance bond if applicable.
 - Penalty clauses for non-compliance.
 - Where available, union labour must be used.
 - Where possible, Canadian companies will be given preference.
- e. **Opening Tenders:** Sealed tenders will be received by OPSEU/SEFPO, marked with the time of receipt and held for opening until the expiry of the time of closing. The Corporate Secretary and the Treasurer, or in the absence of either, a Board member, will then open the tenders, mark each tender with the time, place and their initials and will refer all tenders to the relevant Department Head or the Administrator of the Financial Services Unit for analysis and submission to the Executive Committee.

Other Tendering Criteria –

3. Continuing from the above list:

f. **The Executive Committee:**

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

g. **Selection of Supplier:** Provided that suppliers quote to the tender specifications, the cost of bid will be the primary consideration for the Executive Committee. Other considerations may include the supplier's reputation and expertise, and the Union's prior experience. Single source responsibility on supply and installation will be a weighing factor where quotes are identical. Formal confirmation letters, signed by the President of OPSEU/SEFPO of their designee, will be sent to the successful and unsuccessful bidders.

h. **Post Contract Audit:** At the completion of each contract the Head of the Department or the Administrator of the Financial Services Unit will be responsible for assuring that the project was completed in line with the terms prior to final payment. Partial payments, where applicable, will be considered, but normal holdbacks will prevail.

4.11 Campaign Funding

1. Accountability for Regional Membership Funds

Effective Dates: [Embedded below]

Purpose: OPSEU/SEFPO-wide; Executive Board; Elected Officers; ; Locals;

Related: Funds

For the purposes of this policy, OPSEU/SEFPO campaigns are divided into “province-wide campaigns” and “regional discretionary campaigns”.

Province-Wide Campaigns

Province-wide campaigns must meet the needs of regions and sectors and the overall objectives of the union. Plans for province-wide campaigns should be developed by staff and sector leaders and presented to the Executive Board for approval. The President may approve emergency campaign requests where timeframes require a speedy response.

Members from all Regions should be encouraged and empowered to participate in province-wide campaigns. To this end, province-wide campaign plans should contain budgeted funding for both central expenses and funding for regional membership mobilization.

Province-wide campaign funds should be administered through the Communications Division. Advance funds for specific province-wide campaigns may be issued to any or all Regions, in accordance with guidelines in this policy.

(March 21-22, 2018 [B32])

To ensure accurate campaign evaluations, funds earmarked for specific province-wide campaigns should not be used for other campaigns, unless expressly approved by the Executive Board. Remaining campaign funds should be returned to the Contingency Fund upon wind-up of the campaign.

Regional Discretionary Campaigns

The Executive Board may authorize regional discretionary campaign funds to be used for regional and Local campaigns.

Local and Regional campaign events to be paid from regional funds should first be budgeted and approved by the Regional Executive Board Members, in consultation with staff *where applicable*.

Executive Board Members may approve funding of up to \$5,000 for regional and Local campaigns, when such funds are available in regional discretionary campaign budgets. In conformity with OPSEU/SEFPO policy on expenditures, requests for more than \$5,000 require the approval of the Provincial Executive Board.

Regional Vice-Presidents are responsible for all disbursements from regional funds. Executive Board Members will receive a monthly status report on central and regional campaign funds. An annual report on regional expenditures will be presented to Convention.

- Advance funds accounting: The following accounting procedures should apply to disbursement of advance funds, whether for province-wide campaigns or Regional/Local campaigns:
- Detailed budgets should be submitted to Executive Board Members for approval. Advance funds will not be released without the written approval of the Regional Vice-President or designate.
- Approved budgets should be sent to the Campaigns Unit, Public Affairs section for release of advance funds. Advanced money cannot be used to pay lost wages.
- Regional board members will be accountable to the First VP/Treasurer for the advanced amounts in their respective region.
- The Sector/Committee/Local responsible for the campaign will supply all receipts to the RVP, EBM or Field Staff, and remit any unspent monies by cheque or money order payable to OPSEU/SEFPO.
- A detailed accounting of advanced monies spent must be submitted to the Campaigns Unit within three months of the event, or upon wind-up of the campaign, whichever comes first. Unused advanced funds for specific campaigns must be returned.
- Expense claims must be filed with Head Office within 30 days of a year end, for accounting and auditing purposes.
- Discrepancies may be deducted from Regional funds or Local rebates.
- Regional Vice-Presidents are responsible for ensuring that the procedure is followed in their regions.

Campaign Assessment Guidelines

The following Campaign Assessment Guidelines should assist Executive Board Members, staff and activists in considering central, Regional and Local campaigns:

1. Goals: *What are we trying to accomplish?*
 - *To win an issue?*
 - *To protect or build the membership?*
 - *Other goal?*
2. Prospects for success: *Are these goals achievable? Is it a winnable campaign?*
3. Strategy: *Who will develop and conduct the campaign strategy?*
4. Membership participation: *Who is the target audience for the campaign? Will members participate in campaign events? Are there any equity issues involved?*
5. Employer impact: *What impact will this campaign likely have on the government/employer?*
6. Resources required: *What are the projected resources needed for the campaign:*
 - *Staff?*
 - *Members?*



- *Leaders?*
- *Financial?*

7. Battleground: *Where will the campaign be fought?*

- *Workplace?*
- *Community?*
- *Through political lobbying?*
- *Regional?*
- *Province-wide?*
- *With media advertising?*

8. Coalitions: *Who are our potential allies in this campaign?*

- *Labour Unions?*
- *Community groups?*
- *Other?*

9. Evaluation: *How will we judge the success of the campaign?*

(June 25-26, 1997 [B18-20])

Report – Disbursement of Funds

The Regional Vice-President will prepare a report at least semi-annually on the disbursement of funds spent on regional education and campaigns and will forward the report to Local Presidents in their region.

(September 10-11, 1997 [B17])

Section 5. UNION SOLIDARITY, COMMUNICATION, AND CONTRIBUTIONS

This Section provides OPSEU/SEFPO procedures on its relationships with Labour Centrals, how the union communicates with its membership, and the donations or contributions it makes toward bursaries, scholarships, various funds, and organizations.

Contents

5A. UNION SOLIDARITY

1. All Labour Centrals
 - Convention Resolutions (affiliated conventions)
2. Singular Labour Centrals
 - None. See Policy Manual.

5B. UNION COMMUNICATION

1. General
 - Polls
2. Internal Awards and Publications
 - Advance Copies of Information to Regional Offices
 - Circulation to Local Executive Committees
 - Bulletins/Publications: Approval by the President
 - Board

5C. CONTRIBUTIONS: Bursaries, Scholarships, Funds, Organizations

1. General Procedures
 - Criteria, Procedures, and Exclusions for Contributions
2. Bursaries
 - None. See Policy Manual.
3. Scholarships
 - None. See Policy Manual.
4. Funds
 - Regional Hardship Fund – Decision- Making, Funding, Access
 - Northern Lights Fund – Rules and Criteria
5. Organizations
 - None. See Policy Manual.

Acronyms Used in This Section:

Acronym	Full Term
LEC	Local Executive Committee

5A.1 All Labour Centrals

1. Convention Resolutions (affiliated conventions)

Effective Dates: July 26-27, 1979 [B14 & 31]

Application: Executive Board Members; Executive Committee; President, Locals, Area Councils

Related: affiliations

Executive Board Members, LECs and Area Councils will be invited to either submit proposed resolutions to the President or indicate what issues they believe should be addressed by resolutions.

The President will then present draft resolutions to the Executive Committee.

Resolutions accepted by the Executive Committee will be presented to the Executive Board for final determination.

5A.2 Singular Labour Centrals

Contents:

None. See Policy Manual.

5B.1 General Procedures

1. Polls

Effective Dates: June 17, 2015 [B6]

Application: OPSEU/SEFPO President, Executive Committee

Related: Communication, technology

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

5B.2 Internal Awards and Publications

1. Advance Copies of Information to Regional Offices

Effective Dates: March 22-23, 1979 [B23]

Application: Executive Board; Locals; Head Office

Related: communication, information-sharing

Before information is sent out to the members, advance copies shall be sent by courier, email or fax to Regional Offices for immediate distribution to the Executive of Locals.

2. Circulations to Local Executive Committees

Effective Dates:	August 25, 1983 [B12]
Purpose:	Executive Board; Locals
Related:	Communication, information-sharing

Any communication being circulated to any of the Local Executive Committees must be forwarded immediately to all Board Members.

This does not include notices of meetings which are centrally administered and/or funded which have received prior approval.

3. Bulletins/Publications: Approval by the President

Effective Dates: December 16, 1975 [B22]

Application: Members; Head Office; President

Related: Information-sharing

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.

3. Board

Effective Dates: June 8-9, 1994 [B24]

Application: Members; Executive Board

Related: Information-sharing, technology

Pertinent information from OPSEU/SEFPO Head Office will be disseminated on the Metro Toronto Area Council (MTAC) Bulletin Board.

The Executive Board reserves the right to withhold and erase information from the bulletin board whenever membership rights/confidentiality are presumed to be violated.

5C.1 General Procedures

1. Criteria, Procedures, and Exclusions for Contributions

Effective Dates: 1. December 7-9, 1994 [B15];
2. Convention 1998 [C6];
3. September 25-26, 2019 [B68]

Application: OPSE/SEFPO-wide

Related: contributions, funds, equity
See Policy Manual

1. Criteria

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

- *What need and segment of the population does the organization serve?*
- *What percent of the budget goes to administration and overhead? (If applicable)*
- *Are the employees unionized?*
- *Have OPSEU/SEFPO Locals in the community been asked to contribute?*
- *Have OPSEU/SEFPO Locals in the community endorsed the organization? Made contributions to it?*

2. Procedures

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

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

3. Exclusions

NOTE: Money from the annual budgets the OPSEU/SEFPO Equity Committees and Caucuses will not be used to make donations on behalf of OPSEU/SEFPO. Furthermore, OPSEU/SEFPO Equity Committees and Caucuses will not knowingly vote on matters which would otherwise violate OPSEU/SEFPO Policy.

5C.2 Bursaries

Contents:

None. See Policy Manual.

5C.3 Scholarships

Contents:

None. See Policy Manual.

5C.4 Funds

1. Regional Hardship Fund
2. Northern Lights Fund

1. Regional Hardship Fund – Decision-Making, Funding, Access

Effective Dates:	1. September 17-18, 2014 [B11]; 2. March 4-5, 2009 [B19]; 3. April 20-22, 2023 [C] 4. June 17-18, 2024 [B15]
Application:	OPSEU/SEFPO-wide; Regionals; Locals
Related:	hardship, funds See Policy Manual

Regional Hardship Committee

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

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

Decisions made by the Committee Shall Be by Consensus.

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

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

Regional Committee Funding

Funding for assistance will be provided through OPSEU/SEFPO annual budget. Each Regional Hardship Committee will be funded with \$2.00 per member in good standing and retired member effective January 01, 2023.

This increase would start in 2025 and the increases be maintained to be indexed annually to match COLA increases.

The Committees will establish a bank account in the name of OPSEU/SEFPO Region X Hardship committee. The Vice-President/Treasurer will be a signatory on these accounts, but not on cheques issued by the committee. Regional Hardship Committees shall not go into deficit. (2017[C])

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

Member Access to the Fund

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

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

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

2. Northern Lights Fund – Rules and Criteria

Effective Dates:	December 13-14, 2017 [B6], June 4, 2009 [C5], May 14-15, 2008 [B11]
Application:	OPSEU/SEFPO-wide; Regions; Locals; First Vice-President/Treasurer
Related:	fund See Policy Manual.

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

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

5C.5 Organizations

None. See Policy Manual.

Section 6. UNION EDUCATION AND TRAINING

This Section provides OPSEU/SEFPO procedures related to education and training, including regional and local leadership, and external opportunities.

Contents

6.1 General Procedures

None. See Policy Manual.

6.2 Regional and Local Education

1. Notice, Applications, Selection, Accountability, Cancellations, Budget, Reputation, Equity
2. Local Authorization; Lists
3. Sponsorship
4. Local Educationals: Authorization, Instructor/Facilitator Expense Claims, Reimbursement, Member Accommodations

6.3 Other Education and Training

1. Labour College of Canada
2. Ontario Federation of Labour (OFL) Workers Compensation/WSIB Training

6.4 Scholarships

1. Global Solidarity Scholarship Fund Applications

6.1 General Procedures

Contents:

None. See Policy Manual.

6.2 Regional and Local Education

1. Notice, Applications, Selection, Accountability, Cancellations, Budget, Reputation, Equity

Effective Dates: [Embedded below]

Application: OPSEU/SEFPO-wide: Members, Regional Selection Committee, Executive Board Members, Regional Vice-President, Designated Groups, OPSEU staff

Related: education, harassment, equity, communication, education, budget

Notice

Notice of a Regional Educational and OPSEU/SEFPO's standard application forms will be sent to all Stewards six weeks before commencement of a Regional school.

Application

Completed application forms will include the signed recommendation of a Local Executive Officer and be sent to the appropriate Regional Office no later than three weeks before commencement of a Regional school.

Selection

The Regional Selection Committee, represented by the Regional Vice-President and Board Members will review applications and select according to the following criteria:

- Applicant must demonstrate service to union members and/or state intention of such future commitment.
- Applicant has not previously taken the same course.
- Applicant has satisfied course prerequisites. The nature and level of some courses will assume prior knowledge. Some experiences or activities will substitute as a prerequisite.
- A statement of commitment will be signed by the applicant indicating support of the goals and principles of OPSEU/SEFPO's Educational Program.

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

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

Accountability

Full attendance and participation is mandatory at all Regional schools. Failure to meet attendance requirements without a valid reason is sufficient cause for expulsion from the school. Behaviour at OPSEU/SEFPO's Educationals that is inconsistent with the values and principles in the preamble of the Education Policy, particularly in point 10, are grounds for expulsion.

In addition to non-attendance a member can be expelled from a school for violating a Code of Conduct. The Code of Conduct expected of both OPSEU/SEFPO members and staff is explicit in OPSEU/SEFPO's statement on harassment:

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

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

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

- Harassment includes derogatory comments, jokes or gestures based on the sex, sexual orientation, race, colour, disability, or ethnic origin of individuals.
- Sexual harassment also includes leering and unnecessary physical contact, unwelcome invitations or demands for sexual contact, sexual assault, or implied or actual threats regarding the above.

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

The Harassment and Discrimination policy shall apply to all OPSEU/SEFPO events.

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

Cancellations

Notification by a member to cancel course attendance should be received by both the Local President and the Regional Office no later than 48 hours before commencement of the Regional school (no later than 4:30 P.M. on the Wednesday prior to the weekend school).

When a member does not attend and the Regional Office has not been notified 48 hours prior to the school's commencement, the member will be assessed a \$50.00 penalty. Extenuating circumstances will be taken into consideration.

(May 7, 2014 [B7])

If the regional educational budget is under spent for a specific year, all such unused funds will be transferred to the next year's educational budget line.

(October 15-16, 2012 [B19])

Regional Educational Fund

The OPSEU/SEFPO Executive Board Members in each Region are able to approve the expenditures and access the funds of their regions/ Regional Educational Funds.

The ability to approve any expenditures and/or spending from this Fund require a majority decision of the OPSEU/SEFPO Executive Board Members in that region.

(July 18-16, 2023 [B44])

Representation

A minimum of two (2) Regional Equity Reps from their Region will be invited to join each Regional Education Committee.

The Equity Committees and Caucus develop their own selection process to address who will attend (possibly through the Equity Chairs).

All costs for attending Regional education planning meetings are to be drawn from the Committee/Caucus budgets and the Equity Reps are able to use various methods to participate in meetings (i.e., video conference, conference call, etc.).

(January 30-31, 2013 [B25], December 14-15, 2022 [B19])

Regional Equity Committee/Caucus Representatives and their alternates, where applicable, with their consent, be identified with their contact information on the OPSEU/SEFPO Member Portal for their respective regional members.

(June 17-18, 2024 [B37])**Equity Update**

All OPSEU/SEFPO Regional Educationals allow for an equity update as provided by Equity Reps (i.e., at the plenary, in the classrooms, written report, electronic communication, or phone-in).

(January 30-31, 2013 [B25])

Regional Educationals in French

OPSEU/SEFPO will provide a minimum of 2 educationals in French per year with a minimum of 2 courses per educational. These educationals will be province wide and available to all members either in person and/or virtual/hybrid.

The determination of which courses are offered will be decided upon by the Provincial Francophone Committee, with the first of these educationals being run before the end of 2023.

(August 23-24, 2023 [B3])



OPSEU/SEFPO provide a minimum of 1 virtual educational, in French per year, composed of 2 courses. These educationals will be province wide and available to all members.

Be it further resolved that the determination of which courses are offered will be decided upon by the Provincial Francophone Committee, and rolled out before the end of 2024. Funding of this provincial initiative will come from the central budget.

(June 17-18, 2024 [B15])

2. Local Authorization; Lists

Effective Dates: April 10-11, 1991 [B59]

Application: Executive Board Members, OPSEU staff

Related: harassment, equity, communication, education, budget

Authorization

Authorization will consist of approval by an Executive Board Member and Staff Representative from the applicable Region.

Lists

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

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

3. Sponsorship

Effective Dates: [None provided]

Application: Executive Board Members, OPSEU staff

Related: education

Anybody recognized under our Constitution may sponsor an educational under this system (e.g., Locals, Area Councils, Units, PWC, Divisions).

Sponsors must commit themselves to making administrative arrangements such as:

- Facility
- Materials
- Costing
- Advertisement
- Application for approval
- Collecting registration sheets
- Follow-up and evaluation to Central Union.

6.2 UNION EDUCATION AND TRAINING – Regional and Local Education**4. Local Educationals:** Authorization, Instructor/Facilitator Expense Claims, Reimbursement, Member Accommodations

Effective Dates: April 27, 1994 [B9]

Application: Executive Board, Regions, Locals

Related: expenses, accomodations, accessibility

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.

Authorization

Authorization for Local educationals will consist of approval by an Executive Board Member and Staff Representative from the applicable Region and/or department within OPSEU/SEFPO.

Instructor/Facilitator Expense Claims

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

Reimbursement of Expenses

The sponsoring Local will submit a detailed budget to their Executive Board/Staff member when seeking authorization for an educational.

The union will reimburse the following costs for an authorized Local educational:

- Cost of meeting room(s)
- Travel and meal expenses
- Dependent care according to policy.

A costing will be submitted by the sponsor before authorization is considered. The union will reimburse:

- Meeting room charges,
- Travel and meal expenses,
- Dependent care according to policy.

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

Member Accommodations

Accommodation costs will not normally be paid as Local educationals will move to the student body.

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

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

Accommodations for Differently-Abled Participants (Accessibility)

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

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

6.3 Other Education and Training

6.3 Union Education and Training – Other Education and Training**1. Labour College of Canada**

Effective Dates:	[Embedded below]
Purpose:	Head Office; Members
Related:	expenses, education, travel

(Ed Broadbent OPSEU/SEFPO Scholarship; November 9-10, 1989 [B9])

OPSEU/SEFPO will send up to three members per Region to the annual Labour College of Canada.

Members attending Labour College will be reimbursed for lost wages equal to their regular, basic, straight time salary.

A bursary of \$3,700 will be allocated to each member to cover the expenses of tuition, textbooks, residence, meal allowance and other necessary incidental expenses associated with the two session (four-week Ottawa session and one week Port Elgin session).

(amended May 3, 1984 [B5]; March 26-27, 1987 [B17]; June 14-15, 1989 [B14])

Members attending Labour College will be reimbursed for travelling expenses for one round trip to the Labour College in Ottawa and Port Elgin and return to their residence.

No topping up of other scholarships granted to OPSEU/SEFPO members will be allowed.

Applications for Labour College are to be sent to the Regional Vice-President who forwards applications with recommendations to the President. Applications are then sent to the Labour College of Canada where a Selection Committee determines successful applicants.

Should OPSEU/SEFPO decide to send a lesser number than one per Region, then the President along with the Executive Committee will determine how many will be sent under the Ed Broadbent Scholarship.

OPSEU/SEFPO recognizes that the Labour College of Canada is connected to a university and must retain its integrity. Although OPSEU/SEFPO may Sponsor an applicant under the Ed Broadbent Scholarship, the College may on occasion determine that our applicant does not meet the entry requirements and will deny access to the program, as is their right.

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

2. OFL Workers Compensation/WSIB Training

Effective Dates: May 19-20, 2004 [B64]

Application: Members

Related: expenses, education, travel, affiliates

Wages and Expenses

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

OPSEU/SEFPO will charge the following to the Education Fund: registration fees that include course materials, meals, travel, childcare and accommodations along with lost wages for the OFL's Occupational Disability Response Team courses at Level 3 and above, for up to 7 members per course per year for members who commit to assisting members in their Region with Workers' Compensation issues.

6.4 Scholarships

1. Global Solidarity Scholarship Fund Procedures

Effective Dates:	October 21-23, 2003 [B35]
Application:	OPSEU/SEFPO-wide, staff, Regional Vice-President
Related:	scholarships, solidarity Policy Manual

The Structure for the Awarding Scholarships

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

Applying OPSEU/SEFPO's Equity Framework

Of the 10 scholarships awarded, at least 5 of the 10 will be awarded to students who identify as representing equity-seeking groups: people of colour; Indigenous; disabled; gay, lesbian, bi-sexual, transgendered; women.

The Application and Awards Process

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

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

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

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

The deadline for submissions is June 15.

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

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



All selections are final. Scholarships are one-time only and will not be awarded to the same successful applicant twice.

The scholarships are administered and the process managed by OPSEU/SEFPO's Education Unit.

Disbursement of Education Funds

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

(April 8-10, 1999 [C37])

See the OPSEU/SEFPO Policy Manual for more information.

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 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 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 1 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 1 member elected per region to make decisions on the validity of Delegate credentials and report to Convention the numbers of Delegates, alternates, observers and fraternalists 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 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 employees except managerial staff and excluded secretaries, who are represented by ASU (above), and excluded staff.

Provincial Human Rights Committee (PHRC) - An OPSEU 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 Committee with one elected member per region to promote and educate members on gender issues.

Resolutions Committee – A Convention Committee made up of 1 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

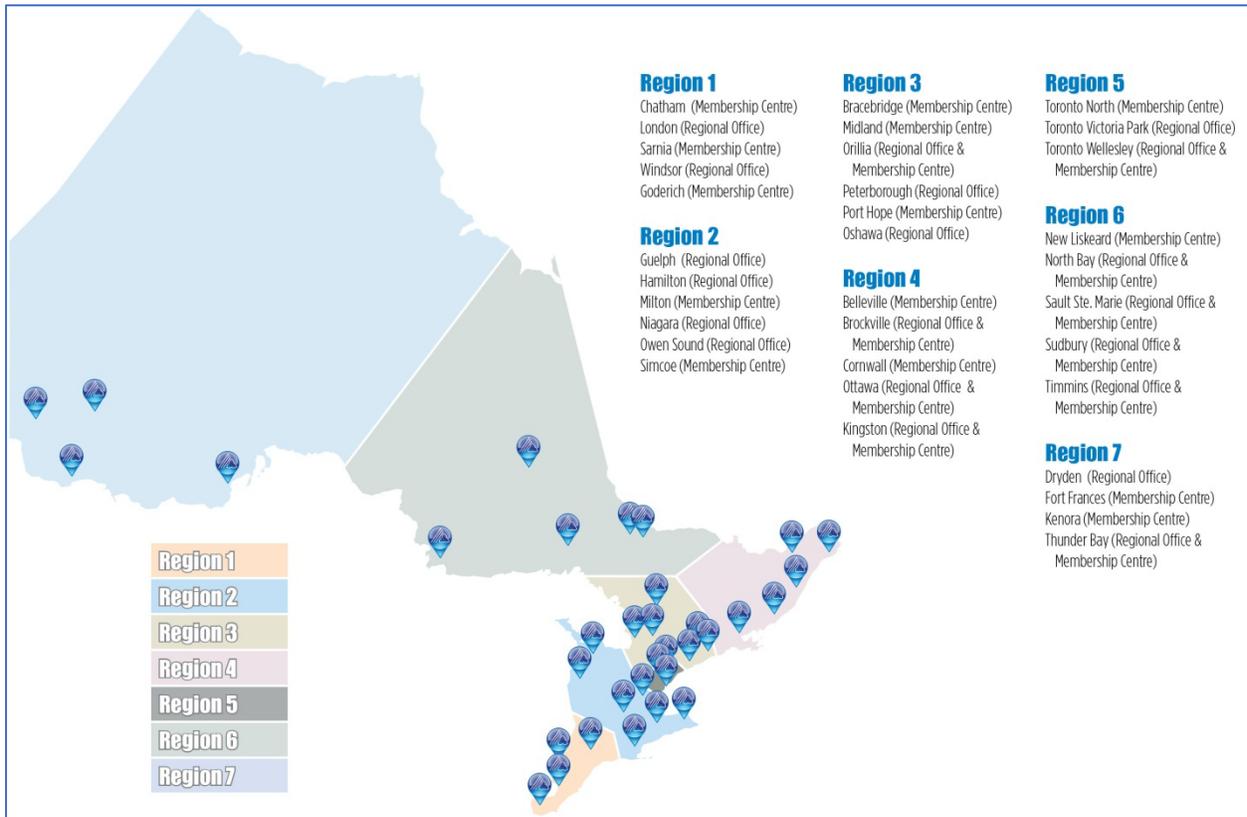
Acronym	Full Term
AMAPCEO	Association of Management, Administrative and Professional Crown Employees of Ontario
BPS	Broader Public Sector
CAAT	Colleges of Applied Arts and Technology Colleges
CAUT	Canadian Association of University Teachers
CLC	Canadian Labour Congress
CoRW	Coalition of Racialized Workers
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 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.

- 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](#).

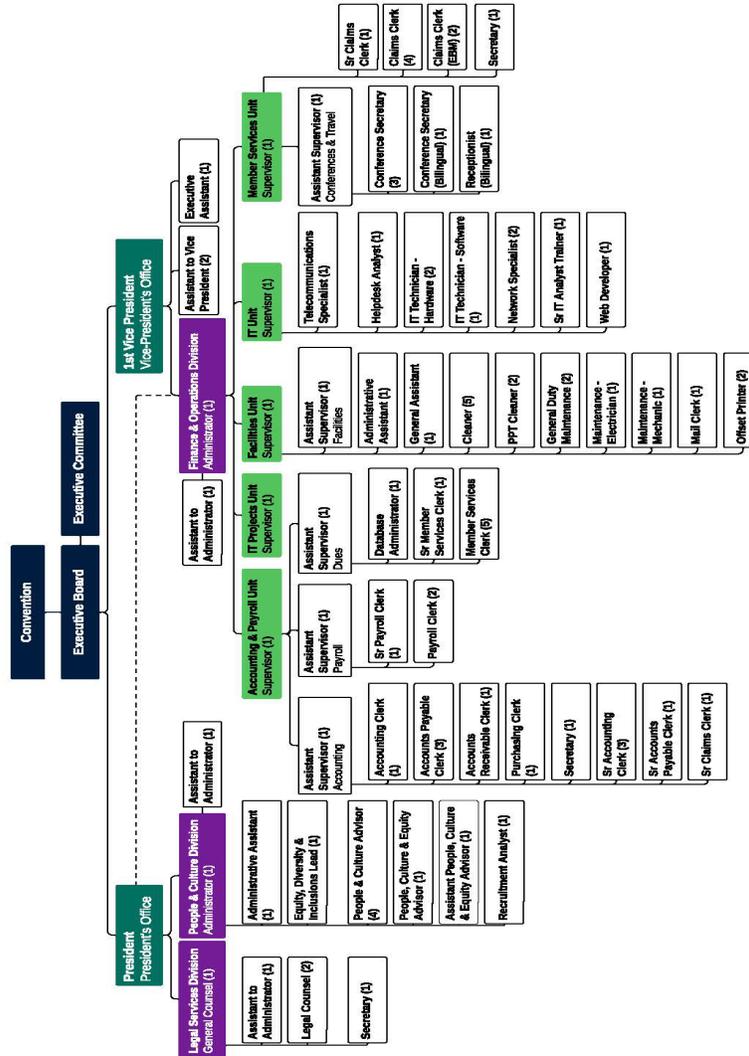
(Effective Date: October 22-23, 1997 [B3], January 24-25, 2007 [B26])

OPSEU/SEFPO Colours*

OPSEU uses [Pantone Blue 285](#) in print and [Hex Code 0971ce](#) online.

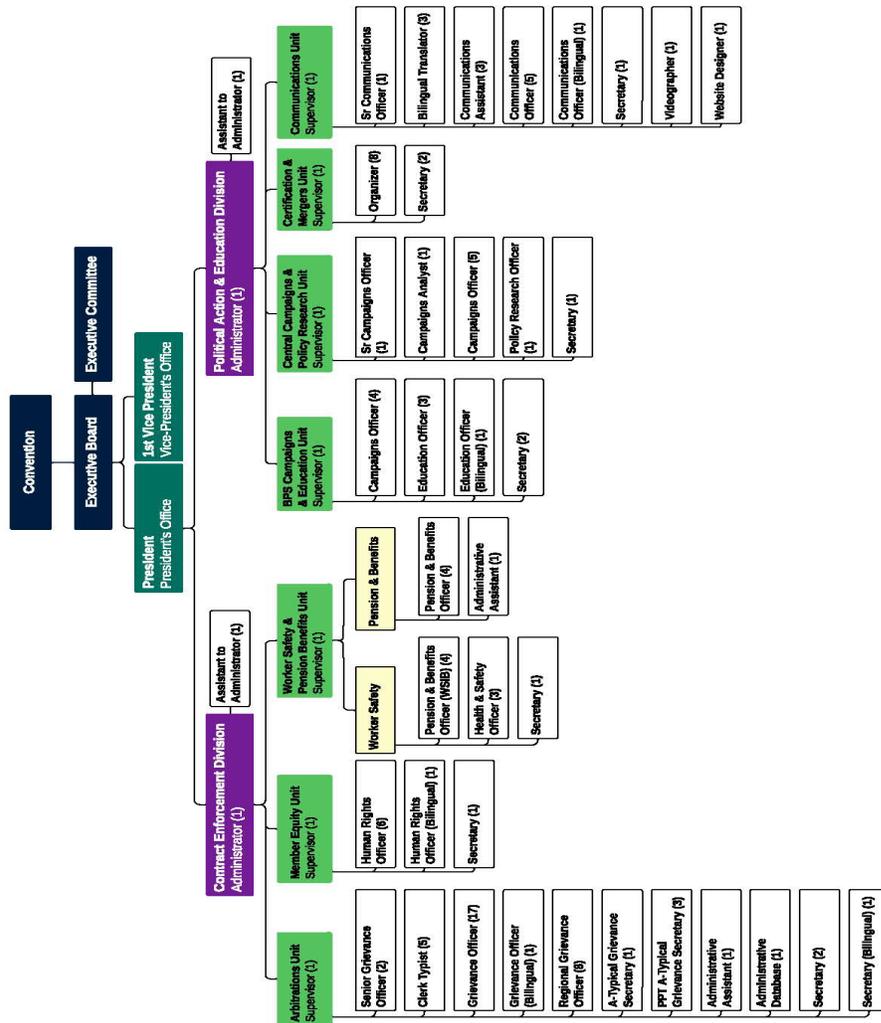
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6. ORGANIZATIONAL STRUCTURE

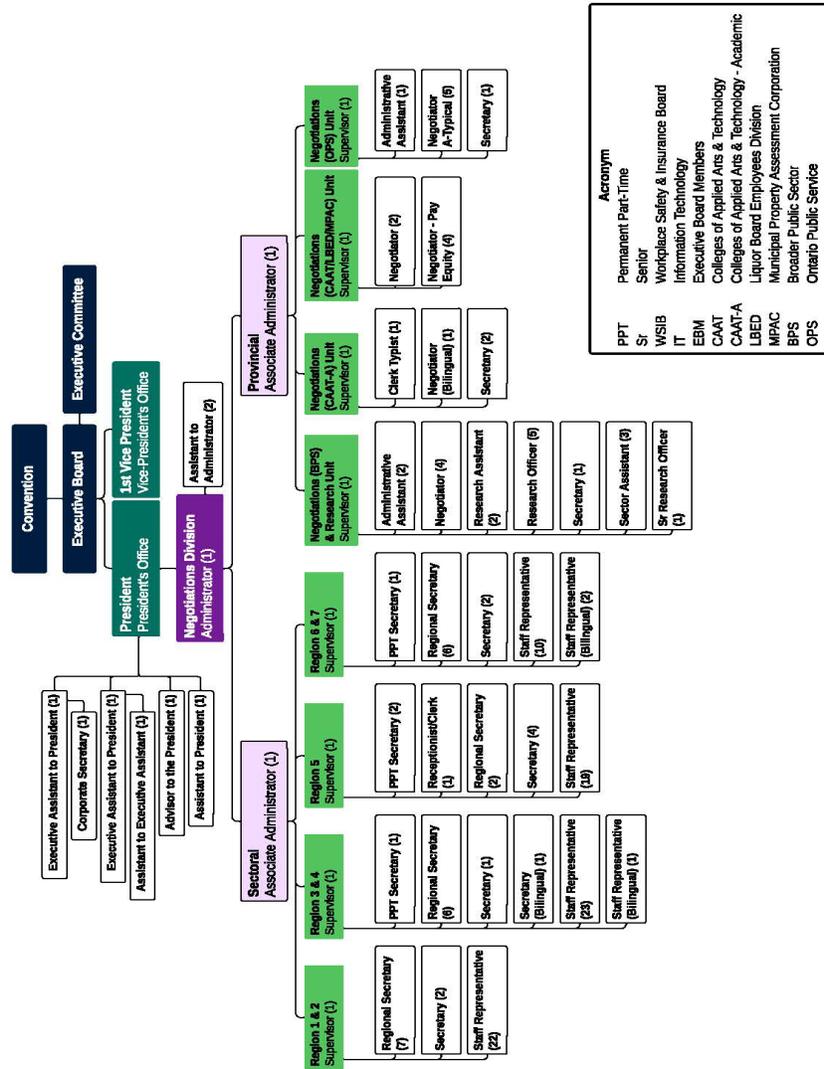


Page 1 of 3

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]; September 21-22, 2022 [B13]; August 23-24, 2023 [B9]; December 12-13, 2023 [B15]; October 18, 2024 [B1]



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]; September 21-22, 2022 [B13]; August 23-24, 2023 [B9]; December 12-13, 2023 [B15]; October 18, 2024 [B1]



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7. COMMITTEES AND REPRESENTATIVES 2024 - 2026

<p>Indigenous Circle</p>	<p>Audit Robert Hampsey Kelly Martin Jennifer Van Zetten</p>	<p>Central Political Action Meagan Christou Carla Goodacre Sara Labelle</p>
<p>Coalition of Racialized Workers Nicole Anozie</p>	<p>Convention Committees: Resolutions Joel Usher Constitutional Ken Steinbrunner Credentials Nicole Anozie Planning Tracey Ann Halkyard</p>	<p>Disability Rights Liaison Tracey Ann Halkyard</p>
<p>Excluded Staff Hiring Dan Brisson</p>	<p>Francophone Committee Dan Brisson</p>	<p>Highest Ranking Female (NUPGE & OFL Seats) Laurie Nancekivell</p>
<p>In Solidarity Board Liaison Vikki Poirier</p>	<p>MDT/SDT Ad Hoc Ed Arvelin Dr. Crystal Garvey</p>	<p>OPSEU Resource/Enterprises Veronica Attard Carla Goodacre</p>
<p>Pension Liaison Melissa Shaw Ken Steinbrunner</p>	<p>PHRC Board Liaison Tracey Ann Halkyard</p>	<p>Policy and Procedures Review Dr. Crystal Garvey Joel Usher</p>
<p>PWC Board Liaison Dr. Crystal Garvey</p>	<p>PYC Board Liaison Kaylee Heath</p>	<p>Rainbow Alliance Liaison Robert Hampsey</p>
<p>Retirees Board Liaison Vikki Poirier</p>	<p>Social Mapping Robert Hampsey</p>	<p>Solidarity Fund Board: HIV/Aids Work (Live and Let Live) Robert Hampsey International Humanity Work Meagan Christou International Solidarity Work Carla Goodacre</p>
<p>Staff Negotiating Peter Figliola Tara Maszczakiewicz Ken Steinbrunner Chrisy Tremblay</p>	<p>Staff Pension Plan Trustees (term continuing) Veronica Attard Sara Labelle Melissa Shaw Ken Steinbrunner</p>	<p>Strategic Planning Peter Figliola Kaylee Heath Melissa Shaw</p>

Dismantling Anti-Black, Anti-Indigenous and All Forms of Racism Project Ad Hoc Committee: Aisha Jahangir

Governance Ad Hoc Committee: Kaylee Heath, Kelly Martin, Melissa Shaw

Parliamentary Procedures Ad Hoc Committee: Dan Brisson, Aisha Jahangir, Joel Usher

Updated May 15-16, 2024 [B4]; July 23-24, 2024 [B10]; January 28-29, 2025 [B42]

8. CONTACTS: HEAD OFFICE