

# **Ontario Public Service Staff Union**

## **CONSTITUTION and POLICIES**



# OPSSU CONSTITUTION AND POLICIES

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# OPSSU CONSTITUTION AND POLICIES

## ARTICLE 1 – NAME

- 1.1 The union shall be known as the Ontario Public Service Staff Union.
- 1.2 The use of this name without the expressed sanction of the Union, by members or others, is prohibited.
- 1.3 Every communication emanating from this Union shall be clearly identified and any unauthorized use or distribution of matter infringing such identification shall be subject to sanction by the Union as provided for in this Constitution.

## ARTICLE 2 – OBJECTIVES

- 2.1 The objectives of this Union are to establish and maintain mutually satisfactory labour relations between the employer and the employees.
- 2.2 To establish and maintain the best possible conditions of employment, hours of work, wages, and all other matters pertaining to the welfare of the Union and its members.
- 2.3 To provide for the prompt, orderly and equitable disposition of grievances and/or complaints.
- 2.4 To engage in legislative, political, educational, civic, welfare and other activities which further, directly or indirectly, the joint interests of the membership of this Union and the labour movement in the improvement of general economic and social conditions in Ontario and Canada.

## ARTICLE 3 - MEMBERSHIP RIGHTS AND DUTIES

- 3.1 Membership in this Union shall be open to all individuals employed within this bargaining unit as per the “closed shop” provisions of the collective agreement. OPSSU shall be the exclusive representative for the purpose of collective bargaining and for the execution of contracts with the employer covering such agreements.

A member in good standing is defined as: a current employee of OPSEU employed in a position for which OPSSU hold representation rights and such employee has signed an application for membership in the Union. However, if a member is involuntarily removed from the employ of OPSEU, and has challenged such removal from employment through a grievance or other lawful challenge, they shall remain a member in good standing until such time as the legal challenge to the removal is fully and finally resolved. Further, such members pursuing reinstatement to employment through grievance or other legal challenge shall be exempt from the requirement to pay dues under Article 4 of the Constitution and the dues rate set by policy until such time as they are either reinstated to employment or receive any retroactive payment, which payment shall be subject to dues. (Dec 2016)

- 3.2 OPSSU is designated, authorized and empowered exclusively to act as agent in the presentation and settlement of all grievances, complaints, or disputes of any kind arising out of the employer-employee relationship, exclusive of the statutory rights of an individual.
- 3.3 Membership Development Trainees (MDT's) shall have only statutory rights within OPSSU. In addition, MDT's attending any OPSSU meeting shall have voice but no vote.
- 3.4 A member who receives an acting appointment to a position outside the OPSSU bargaining unit shall have their rights to participate in OPSSU activities reduced to statutory rights only until such time they resume the full duties in an OPSSU bargaining unit position and their

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home position is no longer being backfilled. Further, they shall be deemed to have taken a temporary leave from any position held in OPSSU for the first four (4) months of the acting assignment and shall be deemed to have resigned from any OPSSU position held should the acting assignment continue for a greater period. Such member attending any OPSSU meeting shall have voice but no vote unless such vote forms part of their statutory rights.

- 3.5 Each member shall be governed by and support the Constitution, regulations, and policies of the Union.
- 3.6 It shall be incumbent upon each member to uphold the principles of democracy and fair play and to do no deliberate wrong or harm to any other member of this Union, or to take or cause to take any action, which is detrimental to the Union. Members found to have harmed, taken action or caused any action detrimental to the union or its members may have their rights to participate in OPSSU activities reduced to statutory rights only on a temporary or permanent basis, and such members who attend OPSSU meetings shall have voice but no vote unless such vote forms part of their statutory rights.
- 3.7 Other than those members enjoying statutory rights only to participate in OPSSU activities, each member in good standing of this Union has the right to nominate, vote and stand for office, express views and opinions on all subjects before the Union, attend all General Membership Meetings and special meetings of the Union, and to attend meetings of the Executive Committee of the Union. Attendance at Executive Committee Meetings shall be in accordance with the policies of the Union.
- 3.8 OPSSU members who retire from the permanent employ of OPSEU shall be granted honorary life membership in OPSSU upon recommendation of the Executive Committee.
- 3.9 There shall be a Retired Members Group within OPSSU, known as the OPSSU Retirees Group (ORG), to bring together retired member to discuss the issues of particular concern and interest to ORG members, to formulate recommendations for action by OPSSU and to provide support and assistance to OPSSU. The ORG shall be governed by its Terms of Reference. (June 2018)
- 3.10 Members of the OPSSU Retirees Group shall be invited to Demand Setting Meetings in order to present proposals on collective agreement bargaining items that affect retirees. Such retirees shall be entitled to submit expense claims for attendance to the Demand Setting Meeting. Members of the OPSSU Retirees Group (ORG) shall also be entitled to attend the General and Special membership meetings with expenses to be paid in accordance with the ORG Terms of Reference. (June 2018)
- 3.11 Retirees may run for a seat on the Pension Committee however, there may only be one retiree as a member of the Pension Committee at any one time and a retiree may run for a seat on the Pension Committee but shall not have the right to vote in the election of members of the pension committee. (Jan, 2013)
- 3.12 Honorary members attending any OPSSU Meeting shall have voice but no vote.

### **ARTICLE 4 - DUES AND ASSESSMENTS**

- 4.1 Each member of this Union shall make, as hereinafter provided, such regular contributions as designated from time to time as dues.
- 4.2 Regular monthly dues shall be paid by each member as is provided for in Article 4.03 in the Constitution.

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- 4.3 All dues are payable during the current month to the Treasurer of the Union. Union dues, as determined by a two-thirds (2/3) majority vote of the membership at a general membership meeting, shall be paid each month.
- 4.4 The level of dues shall be as prescribed by the Executive Committee. No change in the level of dues may take effect until approved by at least two-thirds (2/3) majority vote of the membership at a General Membership Meeting with proper notice as directed in Article 18 or at a meeting held pursuant to Article 15.03.
- 4.5 Assessments may be levied from time to time following a special meeting, for which appropriate notice has been given by the Executive Committee, and approved by a two-thirds (2/3) majority of members present and voting.
- 4.6 The actual level of dues expressed as a percentage of salary shall be specified in the Policies and Procedures Manual. (Feb. 2012)

### ARTICLE 5 – FUNDS

- 5.1 The funds of the Union shall be the property of the Union. The Treasurer and one other officer of the Union who has signing authority shall carry out each financial transaction in the name of OPSSU.
- 5.2 The Treasurer, President, First Vice-President, Second Vice-President and Secretary of OPSSU shall have cheque-signing authority. Where electronic funds transfer is offered by OPSSU's banking institution such service may be used for member expense claims, provided such service has an authorization mechanism where two signatories must agree to a funds transfer prior to payment being made and the capacity to reflect the meeting date and specific purpose for which the payment was made. (June 2018)
- 5.3 Each cheque shall bear the signature of two officers with signing authority who are not the payee.
- 5.4 No cheque shall be signed prior to all information on the cheque being complete.
- 5.5 The above signing officers shall be authorized to make necessary disbursements in accordance with the Constitution, regulations and policies of the Union. Such disbursements will be reported at General Membership Meetings at the earliest opportunity.
- 5.6 The Negotiating Team shall be authorized to incur reasonable expenses for the negotiation of collective agreements, subject to the provisions of the financial policies and procedures of OPSSU.
- 5.7 Negotiating Team expenditures shall be kept separate insofar as recording is concerned and shall be reported regularly to the Executive Committee and a report of all expenses associated with each round of bargaining shall be prepared and distributed to the Ratification Meeting.
- 5.8 Where the Negotiating Team is considering action that would result in extraordinary costs associated with bargaining (e.g. consultant's expenses, etc.) the President will be consulted for direction and prior approval by the Executive Committee is required before expenses are incurred.
- 5.9 A system of detailed records reflecting the financial operation of this Union will be established and maintained so as to provide for regular auditing.

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- 5.10 The fiscal year of this Union shall be from January 1 to December 31 and it shall be the duty of the Trustees of this Union to audit the books and financial affairs of this Union for bi-annual periods of January 1 – June 30 and July 1 to December 31 (June 2018)

### ARTICLE 6 - ELECTION PROCEDURES

6.1 **Definitions:**

Where referred to in this Constitution the following definitions shall apply:

Majority: Greater than fifty percent (50 %) of the members present and voting.

2/3<sup>rd</sup> Majority: Two-thirds (2/3) of the members present and voting or more.

Plurality: The most votes received on a ballot. (Sometimes referred to as simple majority)

6.2 **Breaking Ties**

Should an election result in a tie there will be one tie-breaking ballot. Where the tie still exists, the election will be decided by flipping a coin.

6.3 **Negotiating Teams**

Negotiating teams shall be elected in accordance with the Negotiations Procedures and the Pay Equity Maintenance Committee Procedures.

- 6.4 It is understood that the Union will hold elections for the Executive Committee at such a time as to provide members from the regional offices the opportunity to attend.

- 6.5 A temporary vacancy shall be considered to exist if any member holding any office in the Union receives an acting appointment to a position outside the OPSSU bargaining unit, such vacancies shall be considered temporary for a maximum of four (4) months after which time they shall be considered permanent and shall be filled pursuant to Article 6.08 .

- 6.6 Temporary vacancies shall be filled by appointment by the President, in conjunction with the Executive Committee, except for the office of President, which shall be filled by the next ranking officer in order of authority as established in Article 7.03.

- 6.7 The President may, in conjunction with the Executive Committee, appoint a member of the Executive Committee to the vacant position until the next General Membership Meeting. However, should the office of the President become vacant, the First Vice-President shall automatically assume the position until the next regular General Membership Meeting.

- 6.8 Should any office become vacant for any reason, an election will be held at the next regular General Membership Meeting to elect a member to fill the vacancy until the next general election.

- 6.9 When during an election there are no candidates for a particular category, candidates from a different category may run for that committee position. This position will be temporarily filled until the following GMM when it will again open for election.

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6.10 Order of Elections:

		<b><i>EVEN YEAR ELECTIONS</i></b>	<b><i>ODD YEAR ELECTIONS</i></b>
	<b>Accommodations Committee</b>	(1) Benefits Committee (1) Health and Safety Committee	(1) Steward Body
	<b>Benefits Committee</b>	(1)	(2)
<b>First General Membership Meeting of the year</b>	<b>Communications Committee</b>	(2)	(2)
	<b>Constitution Committee</b>	(1)	(2)
	<b>Education Committee</b>	(1) Protech (1) Support (1) Service	(1) Support (1) Protech
	<b>Central Joint Health &amp; Safety Committee</b>	(2) Head Office at 100 Lesmill Road	(1) Regional Office
	<b>Pay Equity Maintenance Committee</b>	(1) Head Office Protech (1) Head Office Support (1) Head Office Service	(1) Regional Protech (1) Regional Support
	<b>Pension/Trust Severance Committee</b>	(1)	(2)
	<b>Scholarship Committee</b>		(2)
	<b>Women's Committee</b>	(2) Head Office (2) Regional Office	
	<b>Employment Equity / Human Rights Committee</b>		(3) Head Office (2) Regional Office
		<b>OFL - two (2) Delegates</b>	<b>1<sup>st</sup> meeting in the year prior to the OFL</b>
	<b>CLC – two (2) delegates</b>	<b>1<sup>st</sup> meeting in the year prior to the CLC</b>	
<b>Last General Membership Meeting of the year</b>	<b>Executive</b>		<b>President</b>
			<b>1<sup>st</sup> Vice President</b>
			<b>2<sup>nd</sup> Vice President–</b>
			<b>Chief Steward –</b>
			<b>Secretary</b>
			<b>Membership Secretary</b>
			<b>Treasurer</b>
			<b>(2) Stewards-at-Large</b>
	<b>Grievance Committee</b>	-	<b>(4) from stewards-elect</b>
	<b>Social &amp; Recreation Committee</b>	(2) Head Office (1) Regional Office	(1) Head Office (2) Regional Office
	<b>Trustees</b>		<b>(2) – can't hold any elected office</b>



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## **Implementation Note:**

- A. *All committee members elected February 2014;*
- a. *term is amended to expire first meeting of 2016 ;*
  - b. *when electing the Communications Committee two (2) members are elected for a one (1) year term expiring at the 1<sup>st</sup> General Membership Meeting in 2017 and two (2) members are elected for a two (2) year term expiring at the 1<sup>st</sup> General Membership Meeting in 2018;*
  - c. *when electing the Education Committee one (1) Protech, one (1) Support member and one (1) Service member are elected for a one (1) year term expiring at the 1<sup>st</sup> General Membership Meeting in 2017 and one (1) Protech member and one (1) Support member are elected for a two (2) year term expiring at the 1<sup>st</sup> General Membership Meeting in 2018*
- B. *All committee members elected December 2014;*
- a. *term is amended to expire at the 1<sup>st</sup> General Membership Meeting in 2016;*
  - b. *when electing the Health & Safety Committee, two (2) Head Office representatives will be elected for a two (2) year term expiring at the 1<sup>st</sup> General Membership Meeting in 2018 and one (1) Regional Office representative will be elected for a one (1) year term expiring at the 1<sup>st</sup> General Membership Meeting in 2017.*

## **ARTICLE 7 - EXECUTIVE COMMITTEE**

- 7.1 The Union shall have the following Executive Officers and they shall comprise the Executive Committee: President, First Vice-President, Second Vice-President, Chief Steward, Secretary, Membership Secretary, Treasurer, and two (2) Stewards who shall be known as Executive Committee Members at Large.
- 7.2 Each Executive Officer shall be elected by a majority of members present and voting in accordance with the Constitution for a two-year (2-year) term of office. Elections shall normally take place at the fall membership meeting in an election year.
- 7.3 The order of authority shall be: President, First Vice-President, Second Vice-President, Chief Steward, Secretary, Membership Secretary and Treasurer.
- 7.4 All Executive Officers shall be elected from and by the members of the union. Upon election, all officers shall be deemed to be Stewards. (December 2015)

## **DUTIES OF OFFICERS**

### **7.5 President**

The President shall:

- (1) Preside at all meetings of the Executive Committee and the membership;
- (2) act as ex-officio and voting member of all committees of the Union;
- (3) perform other such duties as may be necessary for the proper functioning of the Union in accordance with the Constitution, regulations and policies of the Union;
- (4) report on the activities of the Executive Committee at each regular General Membership Meeting of the Union;
- (5) be a member of the Negotiating Committee;

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- (6) be a member of the Pay Equity Committee;
- (7) be the automatic first delegate to conventions of the C.L.C, N.U.P.G.E., and the O.F.L.

The President may delegate members to represent the President, except where such delegation is contrary to the Constitution.

### 7.6 **First Vice-President**

The First Vice-President shall:

- (1) perform the duties of the President in the absence of the President or when called upon by the President;
- (2) perform such other duties as may be assigned by the President.

### 7.7 **Second Vice-President**

The Second Vice-President shall:

- (1) perform the duties of the First Vice-President in the absence of the First Vice-President;
- (2) perform such other duties as may be assigned by the President or the Executive Committee.
- (3) be an automatic member of the Grievance Committee.
- (4) chair the Grievance Committee in the absence of the Chief Steward.

### 7.8 **Chief Steward**

The Chief Steward shall:

- (1) be responsible for assisting Shop Stewards in handling all complaints and grievances arising out of the employment relationship. More specifically, to assist Shop Stewards in the investigation and processing of all complaints and grievances up to and including arbitration;
- (2) serve as Chairperson of the Grievance Committee.
- (3) be responsible to establish and maintain a collective bargaining file from each round of bargaining to ensure information from bargaining is preserved for subsequent rounds or should bargaining history be needed for rights arbitrations.

### 7.9 **Secretary**

The Secretary shall:

- (1) keep a full and impartial record of the proceedings of all meetings of the Executive Committee and the Union;
- (2) be responsible for the distribution of copies of the minutes of all meetings of the Executive Committee to the members of the Executive Committee and copies of minutes of membership meetings to all members of the Union;
- (3) be responsible for the publication and distribution of notice of all meetings of the Executive Committee and/or meetings of the Union and/or proposed amendments to the Constitution, regulations, and policies, and notice of meetings shall contain a proposed agenda;
- (4) perform such other duties as may be assigned by the President or Executive Committee.

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- (5) keep copies of minutes of all committees and any other information directed to the Secretary from the chairperson of any committee.

### 7.10 **Membership Secretary**

The Membership Secretary shall:

- (1) be responsible for all membership tracking/records.
- (2) assist with Steward election process as per Article 9 (June 2018)
- (3) perform such other duties as may be assigned by the President or Executive Committee.

### 7.11 **Treasurer**

The Treasurer shall:

- (1) keep all financial accounts of the Union and shall maintain correct and proper accounts, shall receive all dues, assessments and fines from members of the Union and shall deposit same in the name of OPSSU in such bank or credit union as the Union may direct;
- (2) make all disbursements in accordance with the Constitution, regulations and policies of the Union;
- (3) make a financial report to all General Membership Meetings and Executive Committee Meetings;
- (4) submit financial books to Trustees bi-annually;(June 2018)
- (5) submit signed receipts for all assessments and fines to each member on an annual basis or as directed by the Executive Committee;
- (6) within ten (10) working days following the expiration of the term of office, the Treasurer shall turn over to the incoming Treasurer all properties and assets, including funds, books and records belonging to the Union.

### 7.12 **Executive Committee Members at Large**

The Executive Committee Members at Large shall have, in addition to their work on the Executive Committee, such assignments as may be from time to time given them by the President or Executive Committee.

## **ARTICLE 8 - TRUSTEES**

- 8.1 Two trustees shall be elected from among the membership by plurality for a term of two years. Trustees shall hold no other elected office in the Union.

8.2 The Trustees shall:

- (1) annually audit the financial books of the Treasurer and shall exercise general supervision over the property of the Union;
- (2) examine the books and records of the Treasurer or examine all properties and other assets of the Union bi-annually and shall report their findings to The bi-annual General Membership Meeting of the Union on the condition of the funds and accounts; (June 2018)
- (3) ensure that all expenditures have been properly approved in accordance with the Constitution, policies and procedures of the Union;

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- (4) have access to all supporting minutes and/or documents in respect of all expenditures, upon request by the Trustees.
- (5) make recommendations to the Treasurer on the manner of recording transactions:
- (6) submit to the Executive, through the Treasurer, recommendations on amendments to the financial policy of the Union.

### ARTICLE 9 - SHOP STEWARDS

- 9.1 Shop Stewards shall be elected by majority vote; by and from the Constituency they serve for a term of two (2) years.
- 9.2 Four months prior to the General Membership Meeting, where elections of the Executive Committee are to take place, the Membership Secretary of OPSSU shall notify each constituency, entitled to a steward(s), to hold an election for their Steward(s) and submit the name of their steward(s) in writing to the Membership Secretary no later than one (1) month prior to the General Membership Meeting.  
The Membership Secretary shall compile the list of eligible Stewards for forwarding by the Secretary of OPSSU to the General Membership Meeting.
- 9.3 The following constituencies shall be entitled to up to the following number of stewards:
  - Operations Services Unit and Mailroom/Print Shop Unit -2
  - Accounting Unit and Payroll Unit -1
  - Region One -2
  - Region Two -2
  - Region Three -2
  - Region Four -2
  - Region Five -2
  - Region Six -2
  - Region Seven -1
  - Organizing Unit -1
  - Research Unit -1
  - Negotiations Unit -1
  - Local Services Division, Job Security Unit -1
  - Arbitrations Unit and Legal Services Unit - 2
  - Pensions and Benefits Unit -1
  - Health & Safety Unit, Member Education and Equity Unit -1
  - Communications Unit and Campaigns Unit -1
  - Information Technology Unit -1
  - Membership Services Unit and Conferences Unit -1
- 9.4 Should any Shop Steward position become vacant or where a Steward has been elected to a position with a full time book off, such vacancy or backfill shall be filled by election in accordance with 9.01, and the incumbent shall occupy the position for the remainder of the term.

### ARTICLE 10 - SHOP STEWARDS: DUTIES AND RESPONSIBILITIES

- 10.1 **The Shop Stewards shall:**
  - (1) be responsible for assisting members in handling all complaints and grievances arising out of the employment relationship. More specifically, to assist members in the

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investigation and processing of complaints and grievances up to and including arbitration;

- (2) make presentations to the Grievance Committee deliberations on grievances and problems specifically involving their respective members;
- (3) meet with their respective members on a regular basis, not less than three times a year, for the purpose of identifying employment relationship problems;
- (4) be responsible for identifying and signing new members.

### ARTICLE 11 - GRIEVANCE COMMITTEE

- 11.1 There shall be a Grievance Committee chaired by the Chief Steward and in addition consisting of the President, the Second Vice-President of OPSSU and four (4) other stewards, who shall be elected at the election meeting by plurality from amongst the stewards-elect. (DEC 2011) Upon election to the Grievance Committee, all members shall be deemed to be stewards. (Feb 2014)
- 11.2 The Grievance Committee shall receive and review all grievances alleging violations of the collective agreement, which have not been resolved at Step 2. The Committee shall determine whether a grievance has merit and whether it will be referred to arbitration. Such review shall be concluded by the Grievance Committee not later than sixty (60) days from the date upon which the Step 2 decision was rendered. In making its determination, the Grievance Committee shall consider the following factors:
- a. Whether there is a breach of the collective agreement;
  - b. Whether the grievance has merit. The Committee must review relevant case law related to the issue in dispute prior to rendering a decision not to refer the grievance to arbitration;
  - c. Whether there is a downside risk to the OPSSU membership at large if the grievance is scheduled for arbitration; and
  - d. Financial stability of the OPSSU if the grievance is scheduled for arbitration.

#### **Accommodation Grievances**

If the grievance demonstrates a prima facie case that the Employer failed to accommodate the member, in accordance with the Ontario Human Rights Code, the Grievance Committee shall refer the grievance to expedited arbitration.

- 11.3 The Grievance Committee shall provide written reason to the grievor within seven (7) days after making a decision not to refer a grievance to arbitration.
- 11.4 Decisions of the Grievance Committee may be subject to an appeal as set out in the Policies and Procedures Terms of Reference: Executive Appeals Committee.
- 11.5 The Chairperson of the Grievance Committee may from time to time call a meeting of the Shop Stewards for the purpose of reviewing matters of common interest, exclusive of deliberation and determination of specific grievances. (Dec 2011)

### ARTICLE 12 - NEGOTIATING COMMITTEE

- 12.1 There shall be a Negotiating Committee consisting of the President and five members elected from amongst the membership at a General Membership Meeting. The members of the Negotiating Committee save and except the President, shall be elected from each of the three

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(3) employee categories of Service, Support and Professional Technical, providing there is a candidate available from each category.

At the election meeting the three categories will meet separately to elect one team member each representing their category. Following the category elections, the entire membership shall elect two team members at-large. Elections for the delegates shall be by majority. The first and second runner-up in each category and in the at-large elections shall be declared alternates and shall only join the team to replace their respective category or at-large delegate if their respective team member withdraws or is unable to complete the term.

Should a new President of OPSSU be elected while negotiations are in process the President shall immediately take her/his place on the bargaining team.

- 12.2 For the purpose of negotiating a collective agreement, the procedures shall be as designated in Appendix 1 and shall form part of this Constitution. Amendments to Appendix 1 shall be effected in accordance with the Constitution.
- 12.3 Any collective agreement entered into by this Union with the employer must be ratified by the majority of the members in attendance and voting at a ratification meeting conducted in accordance with Appendix #1 - Negotiation/Ratification Procedures.

### **ARTICLE 13 - EMPLOYEE / EMPLOYER RELATIONS COMMITTEE**

- 13.1 There shall be an Employee/Employer Relations Committee. The representatives shall be the President and such other Executive Committee Members as assigned by the President of OPSSU.
- 13.2 The responsibility of the EERC shall be to meet with the employer from time to time to discuss matters of mutual concern.
- 13.3 The Terms of Reference for the E.E.R.C. shall be as outlined in the Terms of Reference section of the Policies and Procedures.

### **ARTICLE 14 - POWER OF ADMINISTRATION**

- 14.1 The membership is the highest authority of the Union.
- 14.2 Between membership meetings, the Executive Committee shall be the highest authority of the Union and shall be empowered to act on behalf of the membership consistent with the authority vested by the Constitution.
- 14.3 The President shall be responsible for generally supervising the affairs and operations of the Union and shall have an overall authority as the Executive Committee may assign from time to time, but at all times in a manner consistent with the Constitution, policies and procedures of the Union.
- 14.4 Waiver of any provision of the collective agreement by OPSSU shall only take place following a special membership vote on the specific waiver at issue.

However, in situations where a provision of the collective agreement is to be waived to comply with obligations set out in specific legislation, the Executive may agree to such a waiver. Such agreement will require a 2/3 majority recorded vote of the Executive. The Secretary of the Union shall advise all OPSSU members (electronically or otherwise) of such waiver within 30 days of said vote and provide the reasons thereof as well as the results of the Executive vote. Such waiver will be an agenda item at the next General Membership Meeting.

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- 14.5 All collective agreements, letters of understanding or memoranda of understanding or settlement shall be signed by the President of OPSSU or the President's designate. Such designation must be in writing.
- 14.6 All policies and procedures herein referred to shall be subject to approval by the members at a General Membership Meeting.

### ARTICLE 15 - MEETINGS

- 15.1 General Membership Meetings shall be held semi-annually and/or more frequently as required.
- 15.2 Executive Committee Meetings shall be held every two (2) months and/or more frequently as required.
- 15.3 A special meeting of the Union may be called by the President or by a majority of the Executive Committee or by a petition signed by not less than one-third of the members and presented to the President.
- 15.4 At a duly advertised meeting, forty (40) members will constitute a quorum for the conducting of the business of the Union.
- 15.5 All questions of parliamentary nature shall be decided by Roberts Rules of Order.

### ARTICLE 16 - STANDING COMMITTEES

- 16.1 The Union shall have the following Standing OPSSU Committees:

- Grievance Committee
- Employee-Employer Relations Committee \*
- Benefits Committee \*
- Health and Safety Committee \*
- Social and Recreation Committee
- Constitution/Policy Committee
- Pension Trust Severance Committee \*
- Communication Committee
- Accommodation Committee \*
- Pay Equity Maintenance Committee \*
- Education Committee
- Scholarship Committee
- Workload Committee \*
- Wellness Committee \*
- Hardship Committee
- Employment Equity/Human Rights Committee \*

\* members of these committees must also represent OPSSU on joint Union/Employer committees. All committees may be elected or appointed subject to the provisions of this Constitution, the appropriate Terms of Reference and the Policies of the Union. Where committee members are elected, such election shall take place in accordance with Article 6.09 at a General Membership Meeting and shall be by plurality.

- 16.2 The rules of procedure for Standing Committees shall be as follows:

- (1) Committees shall meet once every four (4) months, or more or less frequently as required;

## OPSSU CONSTITUTION AND POLICIES

- (2) Notwithstanding Article 16.02(1), committees shall utilize telephone conference calls to the greatest extent possible;
- (3) Decisions be made by majority vote of committee members at such meetings;
- (4) A quorum for standing committees will be greater than fifty percent;
- (5) Any member of OPSSU may make a presentation at the next scheduled meeting of a standing committee of OPSSU, by notifying the Committee Chair or President of OPSSU of their desire to make a presentation;
- (6) Minutes of all committee meetings be submitted to the OPSSU Secretary; and
- (7) Committees make regular reports to the Executive Committee of the Union. Such reports may either be in writing to the Executive or by attendance of the committee chair at the Executive Committee.

16.3 Special Committees may be struck from time to time by the Executive Committee or the President to carry out specific projects for the union. The terms of reference for these Special Committees shall be subject to the rules of procedure for Standing Committees as outlined in Article 16.02 of this Constitution.

### ARTICLE 17 - VIOLATION OF CONSTITUTION

17.1 Any OPSSU executive member, steward or committee member may be suspended from office for good and sufficient cause by a majority decision of the Executive Committee. The decision of the Executive Committee to remove a member from office shall be presented to the next General Membership Meeting for confirmation.

#### 17.2 Procedures

- (1) When the Executive is to consider the suspension of any OPSSU member from office, the member concerned shall be given a minimum of two weeks' notice of the meeting considering action.
- (2) The member concerned, along with a representative of the member's choice, may attend the meeting to make representations on the issue.
- (3) Where the Executive Committee, by a majority vote, decides to suspend a member from office, that decision, along with the reasons for the action, shall be circulated to the membership of OPSSU.
- (4) The member in question shall be suspended until the next General Membership Meeting at which time the membership will decide whether to remove or reinstate the member.
- (5) The member who has been suspended from office shall have the right, with the representative of the member's choice, to address the issue prior to the vote of the membership.

17.3 Any OPSSU member found to have violated Article 3.6 of the constitution may have their rights to participate in OPSSU activities reduced to statutory rights only, either for a set period of time or permanently, by a majority decision of the executive committee. The procedures shall be the same as those outlined in Article 17.2 for suspending a member from elected office.

### ARTICLE 18 - AMENDMENTS TO THE CONSTITUTION

18.1 The Constitution may be amended at a special meeting held in accordance with Article 15.03 of the Constitution or at a regular General Membership Meeting of the Union.

18.2 The Constitution shall be amended in the following manner:



## OPSSU CONSTITUTION AND POLICIES

- (1) Proposed amendments shall be referred to the Constitution Committee no later than thirty (30) days prior to the meeting at which they are to be considered. The Constitution Committee shall consider the proposals, discuss and / or clarify them with the proponents as necessary or advisable, and include in the Constitution Committee report those motions proceeding to a membership meeting. The report shall be forwarded to the OPSSU Secretary for distribution.
  - (2) The proposed amendments shall be in writing describing the exact language proposed with rationale and, where possible, substantiating documentation, and shall be signed by the mover and seconder.
  - (3) The Secretary shall publicize the Constitution Committee report to the membership no later than (10) days prior to the meeting at which the proposed amendments are to be considered.
  - (4) Members seeking to amend a motion from the floor shall fill out a form in writing clearly identifying their proposed change to the motion that is before the membership meeting and promptly deliver it to the Chair of the Constitution Committee. The Chair of the Constitution Committee shall keep the original form and provide a copy to the Secretary for the purposes of keeping minutes.
- 18.3 Adoption of amendments to the Constitution shall be at a regular General Membership Meeting at which a quorum shall be in attendance and shall require a two-thirds majority of those present to be adopted.

### **ARTICLE 19 - AMENDMENTS TO THE POLICIES AND PROCEDURES**

- 19.1 Procedures are defined as those that are necessary for the conduct of negotiations and the handling of grievance matters. Policies are decisions approved or confirmed by the membership at a General Membership Meeting.
- 19.2 The policies and procedures may be amended at a meeting held in accordance with Article 15.03 of the Constitution or at a regular General Membership Meeting of the Union.
- 19.3 The policies and procedures shall be amended in the following manner:
- (1) Proposed amendments shall be presented as a notice of motion to the OPSSU Secretary no later than thirty (30) days prior to the meeting at which they are to be considered.
  - (2) They shall be in writing describing the exact language proposed with rationale and, where possible, substantiating documentation, and shall be signed by the mover and seconder.
  - (3) The Secretary shall publicize notices of motion to the membership no later than ten (10) days prior to the meeting at which they are to be considered.
  - (4) A proposed amendment or Notice of motion, which proves untimely for a specific meeting may be considered at that meeting if approved by a two-thirds (2/3) majority of those present.
- 19.4 Adoption of amendments to the policies and procedures shall be at a regular General Membership Meeting at which a quorum shall be in attendance and shall require a simple majority (50% plus 1) of those in attendance and voting to be adopted.

### **ARTICLE 20 - MERGER OR AFFILIATION**

#### **Purpose**

## OPSSU CONSTITUTION AND POLICIES

The purpose of this article is to provide direction in the event that OPSSU is requested to or decides to explore a potential merger or affiliation with another Union.

### Definitions

**Affiliation:** The state or relation of being closely associated or affiliated with a particular person, group, party, company, etc. (But not a transfer of rights as defined under section 68 of the OLRA)

**Merger:** To cause to combine, unite, or coalesce and as defined under section 68 of the OLRA

### Process

1. A vote will be conducted via secret ballot at a meeting to determine whether there is interest in merging or affiliating with any interested union(s).

A simple majority vote of (50% +1) is required. Those members registered and in attendance at the meeting when the question is called will be eligible to cast a ballot.

Attendance in this regard means in-person except those times where the meeting is held entirely by different means.

2. If there is interest expressed by the members of OPSSU (per #1 above) to move forward, then an ad-hoc committee of five (5) or seven (7) members representing a cross-section of the membership will be appointed by the Executive Committee within 10 days of this meeting. The merger and/or affiliation criteria will be set by participants at the meeting.

- 3(a) If there is a single interested union, then the Ad-hoc Committee will invite that Union to make a presentation, including a question-and-answer session, at a Special meeting no earlier than sixty (60) days and no more than one-hundred and twenty (120) days after the date of the meeting which voted to consider a merger or affiliation. The interested Union will be asked to provide information relevant to the issues no less than thirty (30) days in advance of the meeting.

Following this presentation, the members will have an opportunity to debate the pros and cons of a merger or affiliation and then prepare for a formal vote to take place at the end of this meeting. A two-thirds (2/3rds) majority will be the deciding factor.

- 3 (b) If there is more than one Union that has expressed interest, the Ad-hoc committee will reach out to each Union to make a presentation, including a question-and-answer session, at a Special meeting no earlier than sixty (60) days and no more than one-hundred and twenty (120) days after the date of the meeting which voted to consider a merger or affiliation. The interested Unions will each be asked to provide information relevant to the issues no less than thirty (30) days in advance of the meeting.

Following these presentations, the members will have an opportunity to debate the pros and cons of each presentation on either merger or affiliation and then prepare for a formal vote to take place no earlier than fourteen (14) days and no later than thirty (30) days from the date of the meeting. If there are more than two Unions on the ballot, the Union with the lowest number of votes will drop off. A two-thirds (2/3rds) majority will be the deciding factor.

For clarification, throughout the balloting process, the option of "Do not merge or affiliate with any of the above" will remain an option.

**APPENDIX 1: OPSSU NEGOTIATION / RATIFICATION PROCEDURES**

**A. CONSULTATION PROCESS**

No less than Nine (9) months prior to the expiry of the Collective Agreement the President shall convene a meeting or meetings with OPSSU members holding responsible positions to discuss priority issues for the next round of bargaining. This shall include the President, Chief Steward, Two (2) members of the previous Negotiating Team (as determined by that Negotiating Team), the Chair of the Benefits Committee, or her/his designee, the Chair of the Pension Committee, or her/his designee and the Chair of the Health & Safety Committee, or her/his designee. Following the consultation meeting each Committee referenced above shall prepare written reports with bargaining recommendations for referral to the incoming Negotiating Team to be utilized in the preparation of the survey for bargaining unit members/retirees. These reports shall be circulated to the membership with the survey (see Part C below).

**B. NEGOTIATING TEAM ELECTED**

No less than six (6) months before expiry of the Collective Agreement the Negotiating Team shall be elected at a General Membership Meeting. The team shall elect a chairperson and may assign specific functions and responsibilities to team members, as it deems appropriate.

**C. MEMBERSHIP SURVEY**

The newly elected Negotiating Team shall circulate the bargaining unit survey at least four (4) months prior to the expiry of the collective agreement to all OPSSU members and retirees seeking their input into bargaining proposals/priorities. The deadline for input shall be specified on the survey and shall not be less than fourteen (14) calendar dates after circulation.

**D. WRITTEN PROPOSALS FROM MEMBERS**

Upon receipt of the survey members may submit written proposals for review by the Negotiating Team.

All written proposals that individual members wish to put forward for consideration at the Demand-Setting Meeting must be forwarded to the OPSSU Secretary by the specified deadline for submission. The Secretary shall forward the written proposals for review to the Negotiating Team.

**E. DEMAND SET BOOK**

The Negotiating Team shall consider all proposals submitted and compile a Demand Set Book, with all proposals organized by category (Central, ProTech, Support, and Service) and which will include recommendations. This report will cover such areas as current economic factors, language improvement, rights and benefits of similar bargaining units, and areas of improvement identified in the previous round of bargaining. Where applicable and/or available, research will be provided. This document will also propose priorities from among all proposals and recommendations.

The Demand Set Book shall be sent to the OPSSU membership and retirees at least ten (10) days prior to the Demand-Setting Meeting.

**F. DEMAND-SETTING MEETING**

A Demand-Setting Meeting will be conducted at least one (1) month prior to the expiry of the collective agreement and shall be chaired by the chairperson of the Negotiating Team. The proposals contained in the Demand Set Book shall be considered by the membership in the following manner:

1. Any member present may move any proposal from within the Demand Set Book for

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consideration, by referring to the page and Article reference (if there are multiple proposals related to the same clause the mover should indicate which is being proposed) subject to the provisions below.

2. Members will move into category caucus groups i.e. Service, Support and Professional Technical. Each Category caucus meeting shall be chaired by a member of the Negotiating Team. Once in the category caucus any number of proposals within the Demand Set Book that are specific to that category may be moved. Category proposals that are moved seconded and carried by a majority may be considered for inclusion in the category demands. Up to five (5) prioritized proposals may be adopted by each category and shall be the category demands put forward to the Employer.
3. Following disposition of category proposals all members present may consider any of the Central proposals (i.e. those proposals that affect more than one category). Any number of Central proposals within the Demand Set Book may be moved, seconded and debated. Central proposals that are carried by a majority may be considered for inclusion in the Central proposals. Up to ten (10) prioritized Central proposals shall be the Central proposals forwarded to the Employer. In the event that quorum is lost, the Negotiating Team shall have the authority to complete the process.
4. Emergency proposals received after the deadline date will only be considered by the Demand Setting Meeting upon recommendation of the majority of the Negotiating Team.
5. The Negotiating Team shall have the authority to add, delete or amend proposals as necessary during the course of bargaining.

### **G. BARGAINING BULLETINS**

The Negotiating Team shall issue regular bulletins to the membership/retirees so that everyone is informed of the developments related to bargaining prior to and following the commencement of formal face-to-face negotiations.

### **H. MOBILIZING COMMITTEE**

A Mobilizing Committee of seven (7) members shall be determined immediately following the Demand Set Meeting. One (1) committee member shall be selected by and from the Negotiating Team, one (1) committee member shall be a member of the Executive and the remaining five (5) committee members shall be selected by the Executive from the membership. The Mobilizing Committee is authorized to create a mobilizing campaign in consultation with the Executive and the Negotiating Team. Such campaign is to support the bargaining agenda beginning after the Demand Set Meeting and concluding with the ratification of a settlement. Funds for the Mobilizing Committee shall be as determined in the annual budget or drawn from the Defense Fund as appropriate. Additional funds may be provided on the authorization of the Executive.

### **I. IMPASSE IN NEGOTIATIONS**

Either prior to or following conciliation the Negotiating Team, with the consent of the Executive, may call a General Membership Meeting. The Negotiating Team will report on the circumstances giving rise to the impasse, seeking a mandate from the membership with respect to strike action and/or further direction.

### **J. RATIFICATION MEETING/VOTE**

A Ratification Meeting shall be held as soon as practical and in any event within twenty-eight (28) calendar days of reaching a tentative settlement, with notice sent to all members/retirees. In case of a tentative agreement arrived at when no strike is in progress, except when an impending strike deadline makes it impractical to do so, the actual Memorandum of Settlement with its appendices and an explanation of the settlement will be distributed to all

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members/retirees at least seven (7) days prior to the actual ratification meeting.

Notwithstanding the foregoing, where a tentative agreement is reached prior to a regular scheduled membership meeting and, where the Negotiating Team elects to do so with the consent of the Executive, the tentative agreement may be put to the membership at that meeting. The team will provide as much notice as is possible and shall provide the Memorandum of Settlement and its appendices in advance of the meeting (Dec 2016).

Where a strike is in progress or a strike deadline has been set, the Negotiating Team shall issue a bargaining bulletin outlining the key elements of the tentative agreement prior to the ratification, if possible, or at the meeting. In addition, the complete Memorandum of Settlement, including any Return to Work Protocol, shall be distributed at the ratification meeting if it has not been distributed in advance.

### K. **IMPLEMENTATION AND DEVELOPMENT OF REVISED AGREEMENT**

The Negotiating Team shall have responsibility to deal with immediate implementation issues arising out of any newly ratified agreement and shall provide advice to those holding other positions of responsibility for the production and distribution of revised signed collective agreements to all OPSSU members as soon as possible following ratification.

The Chair of the Bargaining Team, within a reasonable period of time after the ratification of a renewal collective agreement, shall be required to furnish a copy of all salient bargaining documents to the Chief Steward for inclusion in that round's bargaining file. Such documentation will include, at a minimum, initial exchange proposals from both parties, one copy of bargaining notes, any newsletters or emails or other correspondence that is sent to all members, as well as any proposed MOS (including both ratified and non-ratified proposals) including any report to the membership on such MOS.

## APPENDIX 2: OPSSU STRIKE POLICY

### PREAMBLE:

This Strike Policy shall be attached to, and form part of, the OPSSU Constitution.

### ARTICLE 1 - STRIKE COMMITTEES

1.01 All OPSSU Strike Committees shall be responsible to the Executive of OPSSU.

1.02 There shall be the following OPSSU Strike Committees:

- a. Central Strike Committee (CSC) comprised of:
  - the President of OPSSU;
  - the Finance Sub-Committee Chair (appointed by Executive);
  - the Strike Duties/Communication Chair (appointed by Executive);
  - a member selected by and from the Negotiating Team;
  - the member from the Strike Duties/Communications sub-committee responsible for central communications;
  - a Member of the Executive appointed by Executive.
- b. The Finance Sub-Committee comprised of:
  - the Finance Chair;
  - two (2) members appointed by Executive in consultation with the committee chair. (Note: consideration should be given to the geographic proximity to the committee chair when selecting committee members. The limited financial resources of OPSSU would best be used in providing strike pay and assistance rather than paying to bring people in to meetings).
- c. The Strike Duties/Communications Sub-Committee (SDCC) comprised of:
  - the Strike Duties/Communications Chair;
  - four (4) members appointed by Executive in consultation with Committee Chair one of whom shall be responsible for communications component of the Strike Duties/Communications Committee.

**(Note:** The limited financial resources of OPSSU would best be used in providing strike pay and assistance rather than paying to bring people into meetings therefore conference calls will be utilized as much as possible).

1.03 In addition to the above named Committees, Strike Coordinators and Unit Contacts will be selected as follows:

**a. Unit Contact**

At the direction of the Executive, the Stewards will coordinate a meeting of the members working in each Department/Unit at Head Office and each Regional Office to select at least one (1) Unit Contact person in the following units:

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Collective Bargaining	Cleaners
Equity	Admin. Services/Payroll/Accounting Services/Library
Job Security	Organizing Services
Research	
Membership Benefits	Grievance/Health & Safety
Building Services// Central Duplicating/Membership Information Services	Campaigns/Communications
Resource Centre/Membership Services	
Education	Information Technology
At least one for each Regional Office	

**b. Strike Coordinators**

Strike Coordinators are to be selected by the members from among the Unit Contacts in the following manner:

- Field Services, one for each of the 7 Regions;
- Contract Enforcement;
- Collective Bargaining/Equity/Job Security
- Building Services/Facility Services/Central Duplicating/ Resource Centre;
- Membership Services/Accounting Services/ Administration/Payroll/IT;
- Education/Campaigns/Communications
- 5757 Coopers, including Membership Benefits
- Organizing/Research.

At 100 Lesmill, one Coordinator from among its Coordinators shall be selected as Lead Hand by the Coordinators concerned. The Lead Hand's role shall be to ensure that 100 Lesmill Coordinators are able to fulfill their responsibilities, to coordinate planned activities and to administer the financial paperwork.

### ARTICLE 2 - COMMITTEE DUTIES

**2.01 Central Strike Committee (CSC)**

The Central Strike Committee will plan the overall strike strategy in consultation with the Finance and Strike Duties/Communications Committees and the Negotiations Team and the Mobilizing Committee. Its duties will also be to appeal for outside funds. It is chaired by the President of OPSSU and is empowered to run all aspects of a strike or a lockout.

**2.02 Finance Committee**

The Finance Committee shall handle all financial transactions, including overall administration of strike pay and the administration of funds transferred to the Coordinators or Lead Hand for administrative expenses. In addition the Finance Committee is responsible for troubleshooting; hardship/welfare; fundraising and scrounging.

**2.03 Strike Duties/Communication Committee (SDCC)**

The SDCC, shall oversee all strike activities through Strike Coordinators, set up a central strike headquarters, handle logistics and disseminate all information utilizing the Strike

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Coordinator and Unit Contact structure. The SDCC shall prepare and distribute leaflets, a newsletter and other strike communications. In addition the SDCC shall handle media releases, public relations and garner support from other unions and the community; and foster general member morale.

### 2.04 **Unit Contacts**

Unit Contacts will be responsible for the flow of all information from the central committees to the membership and vice versa. This will include distributing all materials as required and relaying all membership concerns, questions and suggestions/strategies, both prior to and during any strike, to the SDCC through the Strike Coordinator.

Once the strike is called the Unit Contacts will assume the role of Picket Captain for their Unit.

### 2.05 **Strike Coordinators**

During the mobilization period Strike Coordinators will be responsible for the flow of all information from the central committees to the Unit Contacts and vice versa. Regional/Head Office Strike Coordinators will coordinate picket scheduling, in consultation with the Unit Contacts, to ensure strong effective picket lines at appropriate times and locations. Strike Coordinators/ Head Office Lead Hand will also administer the Administrative expenses of the Area.

## **ARTICLE 3 - STRIKE FINANCES**

- 3.01 The Finance Committee shall be responsible for the overall administration of all financial matters associated with the Strike.
- 3.02 Each Regional Office shall be entitled to an accountable warrant for strike administration expenses of \$500 and Head Office shall be entitled to an accountable warrant of \$1,500. Each area is responsible for reconciling the Area Administrative Fund.
- 3.03 A record of expenditures must be kept and submitted to the finance committee detailing all receipts and expenditures. Originals of paid invoices must be attached to these statements.
- 3.04 Only expenses falling within the OPSSU Strike Policy will be allowed unless specific approval for expenditures is authorized by the Finance Committee.
- 3.05 Additional grants may be authorized by the finance committee where circumstances warrant.
- 3.06 At the end of the strike all funds paid in the form of start-up grants or additional grants must be accounted for and any surplus returned to OPSSU.
- 3.07 At the end of the Strike the Finance Committee shall present a detailed report of all receipts and expenditures during the Strike to the OPSSU Executive. This Report when approved by the Executive shall be distributed to the membership of OPSSU.

## **ARTICLE 4 - ALLOWABLE EXPENSES**

- 4.01 During any Strike, OPSSU will automatically stop paying the following normal expenses:
  - mileage
  - child/elder/dependent care
  - per diems
  - lost wages/own time
  - meals
  - air travel, except for members in Regions six and seven.
- 4.02 Monies transferred to the 100 Lesmill Lead Hand and to the non 100 Lesmill Strike Coordinators shall be used to pay the following administrative expenses only:



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- picket sign materials;
  - approved, reasonable phone expenses;
  - fax/photocopy charges;
  - gas expenses for authorized use, other than normal transport to strike duty location;
  - paper/printer cartridges and other reasonable office supplies;
  - stamps;
  - any other expenses authorized by the Finance Committee.
- 4.03 Expenses for the Central Strike Headquarters and all Central initiatives after a strike mandate has been given shall be paid by the Finance Committee from the Defense Fund.
- 4.04 Where it is not economically feasible for any member to attend necessary meetings in person, they will participate in meetings via teleconferencing.
- 4.05 Where more than one member from any area is attending a meeting, car-pooling is recommended to reduce expenses.
- 4.06 All strike accounting procedures shall be as outlined in the OPSSU Strike Manual which shall be maintained by the Executive consistent with the Constitution and Policies of OPSSU.

### ARTICLE 5 - STRIKE PAY

- 5.01 Only members who perform assigned duties shall receive strike pay.
- 5.02 The minimum strike duties that must be performed in order to receive Strike Pay shall be twenty hours per week. Members shall be eligible for partial Strike Pay where they perform strike duties for part of the week. For this purpose four hours of strike duties will be necessary in order to receive one day's strike pay.
- 5.03 The Unit Contacts/Strike Coordinators will define strike duties that must be performed. The "week" is assumed to include five workdays.
- 5.04 Strike pay shall be as follows:
- | <u>Dependents per day per week</u> |               |
|------------------------------------|---------------|
| no dependents                      | \$200.00/week |
| 1 dependent                        | \$20 - \$100  |
| 2 dependents                       | \$40 - \$200  |
| 3 dependents                       | \$60 - \$300  |
| 4 or more                          | \$80 - \$400  |
- 5.05 For the purposes of this Article dependents are defined as non-wage earners for whom the member is financially responsible.
- 5.06 If a member wishes to perform strike duties in a city other than his/her work location, he/she may request this option. The Strike Coordinator/Unit Contact/members will make this determination having due regard to the wishes of the member and the needs of the Area.
- 5.07 Members with disabilities and family responsibilities will be accommodated to the extent possible in determining appropriate strike duties.
- 5.08 The Executive shall make a determination on what benefits will be maintained by OPSSU during a strike. This determination will be communicated to all members prior to any Strike.
- 5.09 If both spouses/partners are on strike, each spouse is eligible for strike pay, but where there are other dependent family members only one spouse may claim entitlement for dependents.
- 5.10 Strike pay for members employed on a part-time or occasional basis is the same as that paid

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to full-time members.

- 5.11 Strike pay shall be paid after the first two weeks on strike.
- 5.12 After the strike is over and strike duty has ended, members waiting to be called back to work will continue to receive strike pay up to and including two weeks following the working day before they start re-earning pay from the employer.

### **ARTICLE 6 - DONATIONS/LOANS**

- 6.01 All centrally received donations/loans shall be deposited in the Defense Fund and will be administered by the Finance Committee.
- 6.02 Any local strike donations/loans may be added to the Area Administrative Account and utilized according to the wishes of the Area members.
- 6.03 Where a member elects to donate/loan his/her strike pay to the Strike, the funds will be deposited to the Area Administrative Account and utilized according to the wishes of the Area members.

### **ARTICLE 7 - STRIKE CALL**

- 7.01 No Strike shall be called unless a General Membership Meeting has been convened for the purpose of holding a Strike Vote by secret ballot. A majority shall be considered to be greater than 50%.
- 7.02 Where the Employer has requested a final offer vote be taken, a rejection of the final offer shall be deemed to constitute a Strike Vote.
- 7.03 Once a strike mandate has been given by the membership and a 'no board report' has been requested by either party such that a strike deadline is set, in consultation with the Central Strike Committee, the Negotiation Team shall determine the strike date i.e. the date the work stoppage will occur, which shall be communicated to the membership

**OPSSU  
POLICIES  
AND  
PROCEDURES**

**OPSSU GRIEVANCE PROCEDURES**

**A. COMPLAINT STAGE**

When a member first becomes aware of a complaint s/he will discuss it with an OPSSU Steward.

The Steward will research the complaint to determine whether or not it is a valid grievance. This may include approaching the appropriate supervisor. Where there is a third party interest, the Steward will interview the third party and give proper consideration to the conflicting claims of each party.

If the complaint cannot be resolved, the Steward will put the grievance in writing in accordance with the Collective Agreement.

The Chief Steward or designee will give the steward the OPSSU grievance log reference number at this time. The number is to be used on all subsequent correspondence and documentation.

**Step 1 Decision:**

The steward will review any offers of settlement and confer with the Chief Steward or designee of same. Should the matter involve an issue of interest to the Union as a whole, or at the request of the Chief Steward, the Grievance Committee will be consulted before any offer is accepted. Should the grievance be settled, the Chief Steward will forward copies of the settlement to the Grievance Committee. If the matter is not resolved, the Chief Steward will forward the grievance to Step 2 and copy the steward of record and the Grievance Committee if necessary.

**Step 2:**

The grievor shall have the right to be represented at the step two meeting by his/her steward and may elect to attend the proceedings. The Chief Steward or a designee from the Grievance Committee will keep a written record of the Step 2 meeting including the Union and management positions as given at the Step 2 meeting.

The Grievance Committee shall have full authority to enter into any settlement that, within the confines of the Collective Agreement and in accordance with the Constitution, that in the opinion of the majority of the Grievance Committee, serves the best interest of the Union and the grievor considered as a whole. Such settlement must have the signature of the President of OPSSU or designee.

A grievance can only be dropped by a majority vote of the Grievance Committee to discontinue further processing or by the execution of a settlement between the Union and the employer.

Where the grievance is not resolved at Step 2, and having obtained the Grievance Committee's concurrence, the Chief Steward shall forward the grievance to Arbitration. Time limits shall be monitored in accordance with the time limits set out in the Collective Agreement. The Chief Steward will seek the Employer's agreement to use a mutually agreeable single Arbitrator to resolve the grievance.

# OPSSU CONSTITUTION AND POLICIES

## **Policy Grievance**

The Grievance Committee will fully investigate the grievance before presenting it to the Executive Committee, including the employer's position. The decision to proceed with a policy grievance will be determined by the Executive Committee and will be signed by the President and the Chief Steward.

A decision to accept or reject any settlement will be made by the Executive Committee and this decision will be final and binding upon the Union. Such settlement must have the signature of the President or Chief Steward of OPSSU.

If the Step 2 decision is unsatisfactory, the grievance will be submitted by the Chief Steward to arbitration or withdrawn in accordance with the direction of the Executive Committee.

OPSSU will seek the employer's agreement to use a single Arbitrator for resolving policy grievances.

## **B. IF THE GRIEVANCE IS ALLOWED TO PROCEED TO ARBITRATION**

If it is decided to arbitrate, the committee will appoint a representative who will be responsible for the preparation of the case at arbitration, and to arrange for the attendance of such witnesses as s/he considers necessary to properly present the case.

Where there is a third party interest, the representative will give notice to such parties of the time, date and place of the hearing.

The representative will be authorized to have such discussions with the employer or his/her counsel as s/he considers proper for the purpose of clarifying the possibility of a settlement if s/he considers such action to be prudent, and in the best interest of the Union and the grievor.

The representative will be required to report any reasonable offers of settlement to the Grievance Committee and will be required to take instructions from the Grievance Committee with respect to any proposals for settlement that may be brought to his/her attention by the employer.

## **C. GRIEVANCE COMMITTEE – Request for Referral to Arbitration**

Representation(s) from a member and/or steward, should they so elect, requesting that a grievance be referred to arbitration shall be heard by the grievance committee. The steward concerned shall provide all necessary documentation.

The Chief Steward or designee will set up a file that will contain all relevant documentation. In addition, the file will contain a written record of all decisions taken by the Union in respect to the processing of the matter and the file shall be preserved for no less than two years following the date of final disposition. The Chief Steward will be responsible for the custody of all grievance files.

After fully investigating the matter the members of the committee will meet in private to decide whether or not to process the grievance to arbitration.

A decision on whether or not to proceed to arbitration will be made by a majority vote of the committee.

The committee will, within one week of its decision give written reasons to the grievor if it decides not to process the grievance to arbitration.

## OPSSU CONSTITUTION AND POLICIES

### **D. IF THE GRIEVANCE IS NOT ALLOWED TO PROCEED TO ARBITRATION**

If the Grievance Committee renders a decision not to proceed with a grievance, the grievor can appeal to the Executive Appeal Committee whose construction shall be determined by the Executive Committee. It will not include any members of the Grievance Committee.

The grievor shall submit such appeal in writing to the President or Secretary of OPSSU with one week of his/her receipt of the reasons for rejection.

If they wish to, the grievor and/or steward and a member of the Grievance Committee may appear before the Executive Appeal Committee to make presentations.

The decision of the Executive Appeal Committee is final. There is no subsequent appeal process.

The Grievance Committee will formally withdraw the grievance upon exhaustion of the appeal process.

### **E. GRIEVANCE DECISIONS**

When a grievance decision is rendered, the Chief Steward or designee will ensure that all stewards are in receipt of a copy. Case synopses will be drawn and these will be circulated to both the stewards and the regional offices. Arbitration decisions and/or settlements will be circulated to both the stewards and the regional offices. A grievance decision binder will be kept at the OPSSU union office at Head Office.

### **F. CONFIDENTIALITY**

In the processing of a grievance all discussion and/or offers of settlement are to remain confidential until made public by the Grievance Committee.

### **G. FINAL DISPOSITIONS OF GRIEVANCES**

The Chief Steward will be responsible for reporting on the final disposition of all grievances to the Executive Committee and to the general membership as required.

**EMPLOYEE/EMPLOYER RELATIONS COMMITTEE**  
**MEMORANDUM OF UNDERSTANDING**  
BETWEEN  
THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
AND  
THE ONTARIO PUBLIC SERVICE STAFF UNION

**ITEM #1 - ESTABLISHMENT OF EMPLOYEE/EMPLOYER RELATIONS COMMITTEE**

The Ontario Public Service Employees Union, hereinafter known as the “Employer”, and the Ontario Public Service Staff Union, hereinafter known as the “Union”, hereby agree to the formation of an Employee/Employer Relations Committee consistent with the intent of Article 1.01 of the Collective Agreement between the Parties.

**ITEM #2 - FUNCTIONS OF COMMITTEE**

The function of the Employee/Employer Relations Committee shall be to establish a forum for consultation on changes in conditions of employment not governed by this Agreement and other matters of mutual interest; to permit negotiations of matters of mutual interest between employees in the bargaining unit and the management of the OPSEU.

Such matters shall not be subject to the mediation and arbitration procedures under this Agreement provided, however, that nothing shall preclude a grievance alleging a violation of the Collective Agreement.

While the Committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the Committee shall function in an advisory capacity and shall have no power to alter, amend, or add to, or modify the terms of the Collective Agreement.

**ITEM #3 - UNDERSTANDINGS REDUCED TO WRITING**

- (1) Where, as a result of negotiations under this Memorandum of Understanding, an accord is reached on any matter of continuing significance, the Employer or the Union or their respective representatives may require that the accord be reduced to writing as a Minute of Understanding.
- (2) A Minute of Understanding shall be given effect by the signature of responsible officers of both parties, but no Minute of Understanding shall be binding upon the Employer without the approval of the President of OPSEU or his nominee, and no Minute of Understanding shall be binding upon the Union without approval of the President of OPSSU or his nominee.
- (3) It is understood by both parties to this Agreement that a summary of positions agreed will be drafted immediately following each Employee/Employer Relations Committee meeting. Such summary is to be made available to all those in attendance at the Employee/Employer Relations Committee meeting within one week of the meeting. It is understood that the responsibility for the draft and circulation of such summaries be borne by the Employer and the Union to their respective members. The Chairpersons will agree on the final draft prior to any circulation.
- (4) Prior to the Employee/Employer Relations Committee meeting, both Parties to this Agreement will submit in writing a proposed Agenda of items to be raised. It is understood that such proposals must be received by both parties at least one calendar week in advance of the holding of an Employee/ Employer Relations Committee meeting.

OPSSU CONSTITUTION AND POLICIES

**ITEM #4 - COMPOSITION OF COMMITTEE**

- (1) The Employer shall appoint a committee of up to four (4) members. The Union shall appoint a committee of up to four (4) members. Each party will furnish a list of its members to the other party, indicating the chairperson of their respective committees.
- (2) Either party, at their expense, may invite one or more persons to provide expertise and advice on specific items, or as an observer or trainee, provided prior notice of five (5) working days is given to either Party.

**ITEM #5 - TIME OFF FOR COMMITTEE MEMBERS**

It is understood that the members of the Union Committee shall be granted time off with pay and without loss of credits for attendance at Committee Meetings, so long as advance notice is provided to the Employer in writing prior to the meeting. Time off granted under this sub-section shall not include travel time.

**ITEM #6 - MEETINGS**

- (1) Regular Meetings will be held not more frequently than once a month at a location the most convenient to the work locations of those attending and the arrangements for such meetings will be provided by the Employer.
- (2) Meeting dates will be set by mutual agreement by the Chairpersons of the Committee.

**ITEM #7 - CIRCULATION OF INFORMATION**

It is understood that the circulation of all materials, documents, information and correspondence shall be between the Chairpersons of the Employee/Employer Relations Committee established under this Agreement.

**ITEM #8 - TERM OF AGREEMENT**

The term of this agreement shall be for one year from the date of signature, and shall continue to be automatically renewed for a further period of one year unless either party gives notice of its desire to renegotiate the terms of this agreement. This agreement shall remain in effect until a new agreement is reached.

Signed at this day of, 1988

FOR OPSSU

FOR OPSEU

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**Terms of Reference:**

**EMPLOYER-EMPLOYEE RELATIONS COMMITTEE**

The terms of reference for EERC shall be as follows:

- (1) To negotiate matters of mutual interest between employees in the bargaining unit and the management of the Ontario Public Service Employees Union.
- (2) In order to facilitate the orderly and efficient operation of the committee, the EERC shall have the authority to include only those items on the agenda that:
  1. are submitted and endorsed by the executive of OPSSU and the President of OPSSU;
  2. have been submitted by members through their steward to the executive provided, however, that before the item is submitted the following criteria have been met:
    - (i) the steward has met with the members and discussed the matter;
    - (ii) a meeting has been held with the employer in an attempt to resolve the matter;
    - (iii) a written report, outlining the issue and the employer's position is presented to the chairperson of the EERC, along with a request for the inclusion of the item on the agenda;
    - (iv) agenda items, with the exception of emergencies, must be received fourteen (14) days prior to the EERC meeting for inclusion on that agenda.
  3. The EERC shall have the right to reject any items put forward, provided, however, any person whose item is rejected shall be so informed in writing, giving full reasons for the decision.
  4. The EERC will record minutes of all meetings and distribute summaries to the membership via the steward body.
  5. The EERC shall not bring any matters before the employer that ought to be the proper subject matter of a grievance.
  6. The EERC shall not enter into any agreement with the employer that is contrary to the collective agreement.

**Terms of Reference:**

**BENEFITS COMMITTEE**

**JOINT WELFARE / BENEFITS ADMINISTRATION COMMITTEE**

**PREAMBLE**

The purpose of this Agreement and of this Committee is to advise the Employer and to facilitate communication between the Employer and the Ontario Public Service Staff Union and the Administrative Staff Union on the subject of all welfare plans as designated by the collective agreements, namely Basic Life insurance, Supplementary Life Insurance, Extended Health Insurance, Long Term income Protection Insurance, Short Term Sick Leave, Dental Plan and such other negotiated benefits as may, from time to time, be included in the Group Insurance Plan.

It is understood that the Group Insurance benefits to be provided to the employees and the cost sharing arrangements shall be set out in any applicable collective agreement or arbitration award,

## OPSSU CONSTITUTION AND POLICIES

and the matters for consideration and/or determination by this Committee shall be only set out in these terms of reference

### **ARTICLE 1 - AUTHORITY**

This Agreement is made in accordance with Article 6.03 of the Collective Agreement between OPSEU and the OPSSU and Article 6.03 of the Collective Agreement between OPSEU and ASU.

### **ARTICLE 2 - DUTIES OF COMMITTEE**

The duties of the Committee shall consist of the following:

- (i) The Committee will determine the full and complete meaning of “Joint Welfare/Benefits Administration Committee”;
- (ii) The Committee will review all benefit claims denied by the carrier and brought to the attention of the Committee and will make an appropriate and considered recommendation to the Employer;
- (iii) To work with the OPSEU Joint Trust Benefit Fund and the carrier for the purpose of:
  1. Dispute resolution of benefit claims;
  2. Administration of the plan;
  3. Selection of new carriers, which includes compliance with OPSEU’s superior benefit language.
- (iv) Development of the specifications for the public tendering of any and all benefits which may be included, or required to be included, in the Committee’s opinion, in the Group Insurance Plan. The specifications for tender will describe the benefits to be provided, the cost sharing arrangement between the employer and its employees, the past financial history of the insurance plans, the employee data, the format for the retention illustration for each coverage, and the financial reporting requirements. Tenders may be reviewed by the committee. This shall not preclude the present carrier from arranging reinsurance as may be necessary.
- (v) Consideration and examination of all tenders submitted in response to the specifications for tender and preparation of a report thereon;
- (vi) The right to recommend to the Employer the selection of the insurance carrier or carriers to underwrite the Group Insurance Plan. The basis for recommendation of an insurance carrier(s) will include the ability of the carrier(s) to underwrite the plan, compliance of the carriers’ quotation with the specification for the tender, the carrier’s service capabilities, and the expected long term net cost of the benefits to be provided.
- (vii) Review of the semi-annual financial reports on the Group Insurance Plan. These statements will include paid premiums, paid claims, changes in reserve requirements for open or unreported claims, incurred claims, the retention elements of commissions, taxes, administrative expenses, contingency reserve charges and interest credits on claim or other reserves. The insurance carrier(s) will also be required to report on the level and method of administering any deposit accounts.

### **ARTICLE 3 - WORK UNIT AND EMPLOYEES COVERED**

## OPSSU CONSTITUTION AND POLICIES

This covers all bargaining unit employees in the Union as defined in Article 2.01 of the respective Collective Agreements between OPSEU and the OPSSU and ASU and all former employees of these bargaining units entitled to benefit provisions.

### **ARTICLE 4 - COMPOSITION OF COMMITTEE**

The Committee shall be composed of up to three (3) representatives from the Employer and from the OPSSU, and two (2) representatives from the ASU. At meetings of the Committee, an additional resource person to provide technical advice and counsel may accompany each party.

Alternates may replace regular representatives who are unable to attend meetings.

It is further understood that a responsible representative from the benefit carrier shall be present at the request of any party.

### **ARTICLE 5 - TIME OFF**

The Union Committee members shall be excused from duty, with no loss of pay or credits, when required to attend Committee meetings. Reasonable time off will be granted for Union team members to attend caucus meetings in preparation for committee meetings or for matters arising from committee meetings. Additional reasonable time off may be granted in special circumstances upon request of any party.

### **ARTICLE 6 - MEETINGS**

Meetings shall be held not more frequently than once every month at times and places mutually agreed upon. Notwithstanding, any party may formally request that a special meeting be held, and providing all parties concur, the meeting shall be convened within fourteen (14) days of the formal request.

A quarterly review meeting of the financial experience under the welfare plans as outlined in these Terms of Reference will occur.

The Committee shall request the insurance carrier(s) to provide such information for the Committee's consideration as may be required by either the Employer, OPSSU or ASU.

The parties will produce one (1) set of minutes, signed by all three (3) parties, for each committee meeting, prepared on an alternating basis.

### **ARTICLE 7 - UNRESOLVED ITEMS**

If the Committee fails to agree, the Employer in consultation with the Committee shall resolve all such disputes. OPSEU recognizes that nothing in these terms of reference in any way diminishes the rights of OPSSU/ASU and their members under their respective Collective Agreements.

### **ARTICLE 8 - TERM**

This Agreement shall remain in force and effect for one (1) year from the signing and can be renewed for a further period of one (1) year annually, unless a party notifies the others in writing, within a period of ninety (90) days prior to the expiration date, that it desires to amend or cancel this Agreement.

### **Terms of Reference:**

#### **CENTRAL JOINT HEALTH & SAFETY COMMITTEE**

The parties hereto agree to continue to meet relative to matters of mutual concern in the area of Health and Safety.

## OPSSU CONSTITUTION AND POLICIES

These meetings shall occur once every three months or more often if required by one week's written notice by either party. The joint committee shall consist of an equal number of Employer and Employee representatives, not to exceed three members from each party, the chairperson being selected by the committee. The committee will operate in accordance with Section 8, sub-sections 5 through 14, inclusive, of the Occupational Health and Safety Act.

The committee will ensure accurate minutes are kept, as provided for in the Act, and will post them in the workplace, and further, will send these minutes to the Secretary for distribution.

### **TERMS OF REFERENCE:**

The Chairperson shall be responsible to ensure that a written report is made to each Executive Committee Meeting and to each General Membership meeting concerning their activities and shall maintain a central file in the Union office of all activities, correspondence, etc.

The committee will access the EERC Committee on issues not directly covered by legislation.

The committee will be responsible for developing contractual Health and Safety proposals prior to the demand setting meeting, i.e. to the President's Committee as per Negotiating Procedures.

The Chairperson will be responsible for presenting Health and Safety grievances to the Grievance Committee and will be obliged to perform the same functions as a steward in regards to grievance investigation and documentation.

The Chairperson will be responsible for assessing what training will be necessary for all members of the committee and making recommendations to the Executive through the President re: same.

### **Terms of Reference:**

### **PENSION TRUST / SEVERANCE COMMITTEE**

This Committee shall be responsible for developing negotiations proposals on pension and severance issues.

The Committee shall ensure that membership queries re pension and severance matters are responded to in a timely fashion.

The Committee shall report quarterly on pension matters to the membership and inform in general terms re the activities of the trustees and the Committee. The Committee may report more frequently as circumstances dictate.

The Chairman of the Committee shall report to the Executive Committee on an overall basis no less than three times per year.

The Committee shall keep minutes of all meetings and keep records of all its activities. A copy of all minutes shall be sent to the secretary of OPSSU.

The Committee shall produce and update as necessary a pension booklet for the membership which explains the plan.

The Committee shall report on the performance of the pension fund on a semi-annual basis to the membership.

Trustees of the Pension Plan, ten days prior to a General Membership Meeting, shall produce and distribute a comprehensive, itemized list of all expenses and the total cost of operation of the Pension Committee.

# OPSSU CONSTITUTION AND POLICIES

## Terms of Reference:

### CONSTITUTION COMMITTEE

#### **ARTICLE 1 - PURPOSE**

The purpose of this Committee is:

1. to review all proposed amendments to the OPSSU Constitution or Policy;
2. to develop policy proposals and/or Constitution amendments referred to the Committee by the Executive or a General Membership Meeting of OPSSU;
3. to present and make recommendations to the Executive and the General Membership on all amendments to the Constitution.
4. to maintain the OPSSU Policy and Procedures manual.

#### **ARTICLE 2 - COMPOSITION OF COMMITTEE**

The Committee shall be composed of three members to be elected for a two (2) year term at a General Membership Meeting. Two (2) members are to be elected in odd years and one (1) is to be elected in the even years.

The three members may not hold any position on the Executive Committee.

Members shall be elected by a plurality of the members present and voting at the meeting.

The committee members shall select the Chair of the Committee.

#### **ARTICLE 3 - TIME OFF**

The Committee Chair shall notify shall provide the Secretary of OPSSU with as much notice as possible prior to any meeting of the amount of time to be requested from the Union banked time and of the necessity for rooms to be billed back to the Union.

#### **ARTICLE 4 - MEETINGS**

Meetings shall be called as necessary and/or when the Committee has received Constitutional Amendments.

Such meetings shall be scheduled so as to allow sufficient time for review of the Committee's recommendations by the Executive.

#### **ARTICLE 5 - PROCEDURES**

1. Any proposed amendments to the Constitution shall be referred to the Constitution Committee upon receipt from the membership or any OPSSU Committee.
2. Any resolution passed by the Executive Committee that may affect the Constitution shall be submitted to the Constitution Committee for review.
3. The Chair of the Constitution Committee shall present all submissions dealt with by the Constitution Committee to the Executive of OPSSU, as far in advance as practical of the General Membership Meeting where the recommendations of the Constitution Committee shall be considered.
4. Where the General Membership has referred a matter back to the Constitution Committee, #3 above shall not apply.
5. Any new or amended policies and procedures or committee Terms of Reference that have been approved by the membership shall be submitted to the Constitution Committee for inclusion in the Policies and Procedures Manual.

# OPSSU CONSTITUTION AND POLICIES

## Terms of Reference:

### COMMUNICATIONS COMMITTEE

#### **PREAMBLE:**

During the OPSSU strike (September 03-25, 1996), a daily newsletter was created as a vehicle to inform the membership of picket line news and events from around the province. This newsletter, known as "WALK/TALK", was also made available to the membership of OPSEU and the wider labour movement upon request.

After the strike ended, the OPSSU Executive authorized the creation of a permanent Union newsletter and the formation of a Newsletter Committee.

#### **PURPOSE:**

The mandate of the Committee and the Newsletter shall be to provide:

- a) news of OPSSU current events and activities
- b) technical updates and share expertise on Union issues
- c) a forum for general discussion
- d) brief updates, advisories or bulletins from OPSSU Committees
- e) editorial and opinion pieces
- f) a Letters to the Editor feature
- g) pertinent stories and anecdotes of interest to members

#### **COMMITTEE COMPOSITION AND DUTIES:**

- (1) The Committee shall be composed of six (6) OPSSU members in good standing, as follows:
  - (a) an Editor, appointed by a vote of the Executive Committee;
  - (b) one member from the Executive Committee, elected by the Executive Committee; and
  - (c) Four (4) members-at-large, elected at a general membership meeting, or appointed by the Executive Committee as required.
- (2) The term of the Committee shall be two years.
- (3) The Editor shall be the Chair of the Committee.
- (4) The Committee shall be responsible for:
  - a) the preparation and production of the OPSSU official newsletter or bulletins
  - b) the solicitation of material from the membership and other sources
  - c) the proof-reading and vetting of newsletter content
  - d) the distribution of the newsletter
  - e) maintaining the website
  - f) maintaining ethical standards of publication

#### **PUBLISHING CRITERIA:**

- (1) The newsletter will be published as required, and must be clearly identified as the "Official Publication of the Ontario Public Service Staff Union".
- (2) Distribution will be directly to the membership at Head Office and the Regional Offices, to others upon request, and will be available through the web site.
- (3) The newsletter may also be made available for wider distribution via approved labour Bulletin Board Systems (BBS) or the Internet.

## OPSSU CONSTITUTION AND POLICIES

- (4) The Committee is authorized to reject any material or information, which is deemed to be unsuitable for publication.
- (5) OPSSU, on behalf of the newsletter, will retain a membership in the Canadian Association of Labour Media (CALM)
- (6) Funding for normal publishing expenses will be drawn from the general funds of OPSSU.

### **Terms of Reference:**

## **JOINT ACCOMMODATION COMMITTEE**

### **COMPOSITION**

The Accommodation Committee shall be a bipartite committee consisting of OPSSU and employer representatives as follows:

#### **OPSSU Composition**

The OPSSU members on the committee shall be comprised of:

1. Worker with disability/and or one OPSSU representative chosen by the worker to participate in the committee at the worker's option.
2. A standing committee of three comprised of one member selected by and from each of the following:
  - a. The Benefits Committee
  - b. The Health & Safety Committee
  - c. The Steward Body

#### **Employer Composition**

The employer members on the committee shall be comprised of three representative, one of whom shall be the worker's Supervisor or Coordinator.

### **RESPONSIBILITIES**

The responsibilities of the joint Accommodation Committee shall be determined by the committee on a case by case basis for every individual worker who identifies a need for accommodation to perform her or his pre-injury/illness job, or comparable or suitable alternate meaningful work.

The committee's responsibilities shall include but are not limited to the following:

1. to identify and co-ordinate appropriate job accommodations to facilitate successful return to work of workers with disabilities;
2. to develop and implement individual Modified/Return-to-Work Programs;
3. to monitor a worker's progress in a Modified/Return-to-Work Program and initiate changes as required;
4. to create and monitor necessary work and work environment modifications in accommodating a worker with a disability;
5. to meet on a regular basis to follow-up on progress and assess the need for any changes in restrictions or duties being performed;
6. to determine the modifications to a worker's pre-injury/illness job which are necessary to accommodate the worker;
7. to determine comparable and suitable alternative meaningful work;
8. to select an appropriate assessment process and designate appropriate professional consultants to conduct such assessments;

## OPSSU CONSTITUTION AND POLICIES

9. to oversee all assessments including physical demands analysis and functional ability assessments;
10. to consult with the joint Health and Safety Committee for the conduct of a job hazard analysis and ergonomic assessments of the job modifications;
11. to designate rehabilitation positions, light duty assignment and work-hardening accommodations;
12. to provide information and consultation to co-workers about Modified/Return-to-Work Program plans to ensure a positive and supportive environment for workers with disabilities;
13. to liaise with the Worker's Compensation Board, insurance carrier, and treating physician, as appropriate;
14. to ensure all relevant medical information is obtained and integrated into a Modified/Return-to-Work Program;
15. to ensure all relevant medical information acquired remains confidential;
16. to address concerns expressed by the Union, members and/or management.

### **TIME OFF**

The OPSSU committee members shall be excused from duty, with no loss of pay, regular premium rates or credits, when required to attend committee meetings and for matters arising from committee meetings. Reasonable time off will be granted for OPSSU committee members to attend caucus meetings in preparation for committee meetings. Additional reasonable time off may be granted in special circumstances upon request of any party. Travel expenses incurred by OPSSU committee members to attend meetings shall be borne by the employer and caucus meetings shall be borne by OPSSU.

### **MEETINGS**

Committee meetings shall be held quarterly and on an ad hoc basis as frequently as necessary to implement and achieve a successful accommodation for every individual worker with a disability that identifies a need for accommodation. Any party may formally request that a meeting be held, and providing that the majority of committee members concur, the meeting shall be convened no sooner than five (5) days and no later than fourteen (14) days after the formal request. Notwithstanding the above, the employer recognizes its responsibility to give the committee reasonable notice regarding all workers with disabilities who require accommodation, and to keep the committee currently aware of the ongoing status of all workers with disabilities who require accommodation.

### **DISPUTE RESOLUTION**

If a dispute cannot be resolved by this committee, the employer recognizes that nothing in these terms of reference in any way diminishes the rights of OPSSU and its members under the OPSSU Collective Agreement and/or other appropriate legislative procedures.

## **Terms of Reference:**

### **PAY EQUITY MAINTENANCE COMMITTEE**

#### **PURPOSE**

The purpose of the Committee is to monitor the need for pay equity maintenance; determine the process to evaluate all jobs; make required comparisons; determine adjustments and execute the plan in accordance with the Pay Equity Act.

#### **TERMS OF REFERENCE**

The Committee shall maintain the Pay Equity Plan with the Employer.



## OPSSU CONSTITUTION AND POLICIES

The Committee shall meet with the Employer as needed to evaluate current and new positions for Pay Equity within the current plan.

The Committee shall meet on its own to discuss and act upon ongoing or arising pay equity issues.

The committee will enter into negotiations with the employer with regard to the workings of the joint committee.

### **MEMBERSHIP**

The Pay Equity Maintenance Committee shall consist of six (6) members.

There shall be five (5) elected members of the Pay Equity Maintenance Committee. These members shall be comprised of:

- 1) Two (2) permanent staff member from the Protech group of employees,
  - a. one to be elected in even numbered years representing Head Office staff, and
  - b. one to be elected in odd numbered years representing Regional office staff;
- 2) Two (2) permanent staff member from the Support group of employees,
  - a. one to be elected in even numbered years representing Head Office staff, and
  - b. one to be elected in odd numbered years representing Regional Office staff;
- 3) One (1) person from the Service group of employees in even numbered years;
- 4) The President shall serve as an ex-officio and the sixth (6<sup>th</sup>) member of the committee;
- 5) No two elected or appointed committee members may represent more than one classification.

The term for each of these elected positions is two (2) years.

The Chairperson is to be elected by the Committee members, and will continue to chair for the rest of their elected term on the committee, or two (2) years, or their resignation as Chairperson, whichever comes first.

### **DUTIES OF THE COMMITTEE**

- 1) The Committee shall meet at least twice a year and more often as needed in order to fulfill its duties.
- 2) The Committee shall keep minutes of all Committee meetings, and keep records of all of its activities.
- 3) The Chairperson of the Committee shall report to the Executive Committee no less than two (2) times per year, and more often as necessary.
- 4) A Committee report shall be reported to each General Membership Meeting (GMM)
- 5) The Committee will negotiate pay equity-related matters with the Employer subject to the final endorsement of the OPSSU Executive;
- 6) The Committee will identify predominantly female and predominantly male job classifications;
- 7) The Committee will post the results of the identification of job classifications, well as the methodology for evaluation.
- 8) The Committee will evaluate the job classifications
- 9) The Committee will identify changed circumstances; and,
- 10) The Committee will post results of the plan.

### **FUNDING**

## OPSSU CONSTITUTION AND POLICIES

The Pay Equity Maintenance Committee shall present a proposed budget to the OPSSU Treasurer, one month before the end-of-year General Membership Meeting for inclusion in the general budget submitted to the OPSSU membership for approval. (June 2013)

### **Terms of Reference:**

#### **SOCIAL AND RECREATION COMMITTEE**

##### **PURPOSE**

The Social and Recreation Committee is to plan and execute events that will bring the membership and their families together socially and to acknowledge special occasions in the life of an OPSSU member.

##### **TERMS OF REFERENCE**

The Committee shall plan social events for the membership of OPSSU.

The Committee shall acknowledge special occasions in the life of an OPSSU member with a card sent by the Social and Recreation Committee from all staff.

Special events shall be planned and funded by the Social and Rec Committee for:

- 1) all members of OPSSU;
- 2) Head Office Staff;
- 3) Regional Office Staff;
- 4) Joint management/ASU/OPSSU/Excluded.

Types of events might include:

- 1) Christmas parties (adult and children's)
- 2) Picnic;
- 3) Night at the Races;
- 4) Retirement/Long Service.

##### **JOINT EVENTS**

OPSSU's membership is willing to participate in and co-operate on a joint committee to organize social functions and to include the following groups: management, excluded, ASU and OPSSU.

Each group shall send one member to plan and organize joint functions.

Joint functions shall be organized by working representatives of all four groups.

Example of joint functions would be the Christmas parties.

Joint functions shall be supported financially by all four groups.

Funding for joint initiatives should be equal or based on ratio of membership.

##### **MEMBERSHIP**

A Committee of six (6) members is to be elected by the membership of OPSSU.

- 1) 3 members {2 from Head Office /1 from Regional Offices} elected in the even years
- 2) 3 members {1 from Head Office / 2 from Regional Offices} elected in the odd years
- 3) Chairperson of the committee is to be elected by the committee.

##### **DUTIES OF COMMITTEE**

The Committee shall meet at least twice a year and more often as required.

## OPSSU CONSTITUTION AND POLICIES

The Committee shall keep minutes of all committee meetings and keep records of all of its activities.

The Committee shall keep financial records.

The Chairperson shall report to the Executive Committee no less than three times a year.

The Committee Report and financial statement shall be reported to each membership meeting.

### **FUNDING**

Social and Recreation Committee is to be given a renewable petty cash fund which is renewable upon production of receipts, for the purposes of purchasing stamps and cards to send to members in recognition of events in their lives.

For all other events, the Social and Recreation committee is to present a proposed budget for approval by the Executive in advance of any firm commitment to any expenditure.

Upon conclusion of a funded event, the social and recreation committee shall present a detailed financial account to the Executive committee of all expenditures associated with the event.

### **Terms of Reference:**

#### **EDUCATION COMMITTEE**

1. The focus of the committee is to provide union orientation information and OPSSU welcome materials to Stewards for new members. The committee shall also organize union education opportunities for members.
2. The committee shall meet twice per year and more as necessary within the budget funds and utilizing current technology.
3. The committee shall consist of five members elected from the membership at a General Membership election meeting every two years.
4. The Committee shall establish an annual budget and submit to the Executive Committee for consideration.
5. The Chairperson of the committee shall report to the Executive Committee on a regular basis but no less than twice per year.

The Committee shall keep records of all meetings and activities.

### **Terms of Reference:**

#### **EXECUTIVE APPEALS COMMITTEE**

Pursuant to the provisions of the OPSSU Grievance Procedure in the OPSSU Policies and Procedures Manual, the following shall serve as the Terms of Reference for Executive Appeal Committee ("Appeal Committee"):

- (1) The Appeal Committee shall be comprised of three (3) members of the OPSSU Executive Committee who are also not members of the Grievance Committee, as decided by a simple majority vote of the Executive Committee.
- (2) The Appeal Committee:

## OPSSU CONSTITUTION AND POLICIES

- (a) shall function as the means of appeal for a grievor who disputes a decision of the Grievance Committee.
  - (b) will receive a presentation from the grievor and/or Steward, as well as from a member of the Grievance Committee.
  - (c) is empowered to review all documents and correspondence relevant to the grievance under appeal, and to interview any grievors, members of the Grievance Committee and/or counsel who may have information relevant to the grievance under appeal.
- (3) The jurisdiction of the Appeal Committee is limited solely to either upholding or reversing the original decision of the Grievance Committee regarding the grievance under appeal.
  - (4) The decision of the Appeal Committee shall be by simple majority vote and shall be final, in accordance with the Constitution.

The Appeal Committee will endeavour to complete the investigation/interview process and render its decision within thirty (30) calendar days of the appeal being filed. A reasonable extension of this timeframe may be granted by a simple majority vote of the Executive Committee.

### **Terms of Reference:**

## **OPSSU MEMORIAL SCHOLARSHIP COMMITTEE**

### **Purpose:**

The purpose of the committee is to gather a list of applicants eligible to partake in the annual draw for the Memorial Scholarship of \$2,500; and to conduct the draw, of up to five (5) applicants, at the Year End General Membership Meeting where the \$2500 will be divided equally amongst the successful applicants.

The committee shall accept applications from son(s)/daughter(s) of any Permanent OPSSU member and those covered by Article 10.06 of the current Collective Agreement.

### **Scholarship Terms:**

Applicants must be attending a post-secondary institution for the specified school year.

Only one (1) application per child per year shall be accepted and proof of enrollment in post-secondary institution will be required.

Previous recipients of the Memorial Scholarship are not eligible to apply for any future Memorial Scholarship funds.

The call out for applications will occur after Canadian Thanksgiving weekend and at least 2 weeks prior to the Year End General Membership Meeting.

### **The Committee:**

The committee shall consist of two (2) members to be elected in the same election year, to serve a two (2) year term.

# OPSSU CONSTITUTION AND POLICIES

## Terms of Referenc:

### OPSSU HARDSHIP COMMITTEE

All applications for hardship payments are made to the committee (at an email address to be created). Members will have to be without pay for at least two (2) weeks to access the fund.

1. All members of the bargaining unit shall have access to the fund if they meet the criteria of "hardship" as agreed to by the hardship committee which shall be composed of three (3) members of the executive committee to be elected by the executive.
2. All of the funds for the hardship committee fund will be held in a separate budget line for the sole purpose of hardship support
3. Fund will be a maximum of \$10,000 per year.
4. To be eligible to receive assistance from the hardship fund, a member must be in good standing.
5. The executive committee will hold final authority to approve payments which shall be made in a consistent manner that is not discriminatory or in bad faith.

Hardship funds will only be paid to members who find themselves unable to work and do not receive full benefits from their employer the Ontario Public Service Employees Union (OPSEU)

#### Payments

The hardship fund will endeavor to operate within its means. Should it become necessary to increase the \$10,000.00 budget it will require a two thirds (2/3rds) majority recorded vote by OPSSU's Leadership. (For clarity, the OPSSU Leadership includes the executive, all elected stewards and the elected chairs of all OPSSU active member committees)

Each application will be dealt with on a case by case basis having regard to the balance of the fund, the number of members affected and the likely length of the time members will be in need of support.

The fund will pay no more than \$500 per week to any individual member to a maximum of \$2,500 in a twelve month period.

#### Amendments to the Terms of Reference

Amendments to these Terms of Reference can only be made by a motion at a general membership meeting.

## Terms of Reference:

### ONTARIO PUBLIC SERVICE STAFF UNION RETIREES GROUP

#### Article 1 - Preamble:

The Ontario Public Service Staff Union (OPSSU) appreciates and acknowledges the commitment and expertise of retired members of OPSSU. To that end, OPSSU also recognizes that active members of OPSSU would benefit from the collective historical knowledge retirees can contribute to assist

## OPSSU CONSTITUTION AND POLICIES

decision making in several different areas, such as, bargaining, grievance and arbitrations and mobilizing.

### **Article 2 - Purpose:**

There shall be a Retired Members' Group within OPSSU, known as the OPSSU Retirees Group (ORG). The purpose of the ORG is to bring together retired members to discuss issues of particular concern and interest to ORG members, to formulate recommendations for action by OPSSU, and to provide support and assistance to OPSSU.

### **Article 3 - Membership:**

In accordance with Art. 3.08 of the OPSSU Constitution, an OPSEU employee who retires from an OPSSU represented position and who is granted honorary life membership, is entitled to become and remain a member of the OPSSU Retirees Group (ORG) subject to these Terms of Reference, on submission of the OPSSU Retiree Group Registration Form to the OPSSU Membership Secretary.

Members of the ORG who accept a work assignment with OPSEU in a position represented by OPSSU will be deemed to be temporarily removed from the ORG. The member shall resume membership in the ORG once the assignment is completed. Members of the ORG who accept a work assignment with OPSEU in a non-OPSSU represented position will be removed from the ORG and will be deemed to have left the ORG when their assignment commences.

To remain a member in good standing of the ORG each member must uphold the OPSSU Constitution, do no harm to any member of the ORG, or to any member of OPSSU or to the Union (OPSSU).

OPSSU Retiree Group Registration Forms submitted by retirees who have been granted honorary life membership shall be provided to the Executive of the ORG by the OPSSU Membership Secretary. The information will only be shared within the ORG as necessary to fulfill its undertakings consistent with these Terms of Reference.

### **Article 4 - OPSSU Retirees Executive and Election Procedures:**

OPSSU Executive shall designate a member of the OPSSU Executive who will act as a liaison between the OPSSU Executive and the ORG Executive.

Elections shall normally take place in even numbered calendar years beginning in 2018.

Executive Officers shall be elected from and by the members of the OPSSU Retirees Group. The position of Chair, Vice-Chair, Secretary and one (1) Member-at-large shall be elected to serve a two (2) year term.

The OPSSU Executive Liaison shall receive the nominations and ballots, and shall be responsible for counting ballots, announcing the election results and destroying ballots if there are no challenges within 3 days of announcing the election results.

The ORG Executive will designate a member of the ORG as Scrutineer. Election results will be based on plurality, i.e. the retiree receiving the most ballots is deemed elected. In instances where there is a tie, the tied candidates will be advised of the tie and the outcome will be determined by a neutral process, e.g. tossing a coin, unless all but one of the tied candidates chooses to withdraw.

The call for nominations shall be sent electronically to the OPSSU Retirees Group no later than 45 days before the last GMM in an election year. The nomination period for the positions of Chair, Vice-

## OPSSU CONSTITUTION AND POLICIES

Chair and Secretary will be no less than 7 days and close no later than 38 days prior to the GMM. Nominations shall be emailed to the OPSSU Executive Liaison. The ballots will normally be distributed by email to the members of the ORG within 7 days of the close of nominations, to be returned by email to the OPSSU Executive Liaison no later than 10 days after issuance. The announcement of the election results for Chair, Vice-Chair and Secretary will normally be announced by email from the OPSSU Executive Liaison within 7 days of the closure of balloting.

The call for nominations to the position of Member-at-Large will accompany the announcement of the results of elections of Chair, Vice-Chair and Secretary. Nominations must be received from members of the ORG no later than 5 days after the call. Nominations shall be emailed to the OPSSU Executive Liaison. Ballots will normally be distributed by email to the members of the ORG within 5 days of the close of nominations, to be returned by email no later than 5 days after issuance. In instances where there is a tie, the tied candidates will be advised of the tie and the outcome will be determined by a neutral process, e.g. tossing a coin, unless all but one of the tied candidates chooses to withdraw. The announcement of the elected Member-at-Large will be announced by email from the OPSSU Executive Liaison within 7 days of the closure of balloting.

A vacancy that occurs mid-term shall normally be filled by election prior to the next GMM.

If an ORG Executive member accepts a work assignment, with OPSEU in any bargaining unit or excluded position, the member must resign from their position on the ORG Executive.

### **Article 5 - Duties / Responsibilities:**

The Chair shall:

- Chair meetings of the ORG.
- Prepare the agenda for ORG meetings.
- Communicate with the members of the ORG.
- Act as the spokesperson for the ORG within OPSSU.
- Report on activities of the ORG to the OPSSU Executive Committee and at each regular General Membership Meeting of OPSSU.

The Vice-Chair shall:

- Perform the duties of the Chair in the absence of the Chair or when called upon by the Chair.

The Secretary shall:

- Keep a full and impartial record of the proceedings of all meetings of the ORG Executive and the ORG.
- Be responsible for the distribution of communiqués of ORG meetings to all members of the ORG.
- Be responsible for the publication and distribution of notices of all meetings of the ORG.
- Perform other duties as may be assigned by the Chair
- Keep copies of all distributed communication.

Member-at-Large shall:

- Assume responsibility of an Executive member, except the Chair, if they are unable to fulfill their duties.
- Perform other duties as may be assigned by the Chair.

### **Article 6 - Meetings:**

Where the ORG Executive determines that a meeting is necessary, the ORG shall meet on the afternoon of the day immediately preceding an OPSSU General Membership Meeting.

The agenda for the OPSSU Retirees Group will be prepared by the Chair and will normally be shared with members of the ORG no less than seven (7) days in advance of the meeting. Members of the

## OPSSU CONSTITUTION AND POLICIES

OPSSU Retirees Group may submit items for inclusion on the agenda at least twenty-one (21) days in advance of the ORG meeting.

Members of the OPSSU Executive Committee may attend the OPSSU Retirees Group meeting.

The Executive of the ORG may meet using telephone conference call, as approved by the OPSSU Executive in advance of the ORG meeting as necessary.

The ORG Executive will make regular reports to the Executive Committee of OPSSU. Such reports may either be in writing to the Executive or, by attendance of the ORG Chair at the OPSSU Executive Committee meeting subject to the OPSSU Executive pre-approval of necessary expenses.

All questions of parliamentary nature shall be decided by Roberts Rules of Order.

### **Article 7 - Expenses:**

OPSSU members enjoying only statutory rights shall not be entitled to any expenses; this does not include retirees or Membership Development Trainees (MDTs).

Attendance by ORG members at ORG meetings and/or OPSSU General Membership Meetings is voluntary.

To minimize the cost to OPSSU as a result of any ORG member attending both the OPSSU GMM and the ORG Meeting, ORG meetings will be scheduled on the afternoon preceding OPSSU General Membership meetings

There shall be no expenses reimbursed to a member of the ORG who attends an ORG Meeting and who elects not to attend an OPSSU GMM.

Expenses reimbursed to an ORG member who attends an ORG meeting can't exceed expenses that would be reimbursed to attend the OPSSU General Membership Meeting only.

### **Article 8 - Funding:**

In the event an ad hoc expense of the ORG Executive is proposed, it must be pre-approved by the OPSSU Executive.

Funding for any ORG activity such as, support for OPSSU bargaining, grievance and arbitrations and mobilizing, must first be pre-approved by the OPSSU Executive.

### **Terms of Reference:**

#### **THE EMPLOYMENT EQUITY/ HUMAN RIGHTS COMMITTEE**

In addition to any other mandate, the members of the Employment Equity / Human Rights Committee shall serve as the members of the joint Union/Employer Employment Equity Committee found at Letter of Understanding #3 of the OPSSU-OPSEU Collective Agreement

#### **Employment Equity**

- (a) The committee will meet regularly with the purpose of eliminating systemic barriers in employment, including in the selection, retention, promotion and training processes of OPSEU in order to ensure the full participation of traditionally under-represented workers, with a priority focus on addressing the barriers faced by racialized and Indigenous workers in employment;



## OPSSU CONSTITUTION AND POLICIES

- (b) It is recognized that to address historical imbalances special measures may need to be developed in order to eliminate barriers faced by under-represented groups, especially racialized and Indigenous workers;
- (c) It is further recognized that in order to fulfill its mandate, the committee will pursue necessary information including workforce data.

### **Promoting human rights, equity and racial justice**

- (d) As part of its mandate, the committee will promote principles of human rights and equity, specifically anti-racism and decolonization;
- (e) The committee will promote inclusion of members in SSU, develop tools to ensure the SSU community fosters diversity, inclusion and racial justice; as well as, it will build solidarity with other like-minded organizations;
- (f) The committee will study and make recommendations in relation to the Union's policies and practices to try to ensure that these do not contribute to systemic discrimination and inequity, and will advocate that the Union will further the goals of equity and racial justice in all its activities;
- (g) The committee will deliver training on anti-racism including anti-black racism and decolonization training in accordance with the committee budget. (Dec 1, 2018)

**GENERAL POLICIES AND PROCEDURES**

**OPSSU POLICIES**

**Advances:**

Members who have received an advance for authorized union business shall submit an expense claim with appropriate receipts within thirty (30) days of the meeting. Where a member has an advance that has not been reconciled within 90 days of the meeting for which it was issued, and where that advance remains outstanding 30 days before the next meeting, that member may not receive any additional advances or expense payments until such time as all of their outstanding advances have been reconciled. Any member who maintains an advance balance which is not fully reconciled within six (6) months of the General Membership meeting to which it was reported, may be subject to action by OPSSU to recover the funds. (June 2018)

**Allowable Expenses - Members**

**Accommodation:**

Effective January 1, 2015:

OPSSU shall pay accommodation, taxes and parking to a maximum of the rates charged at the meeting Hotel when members legitimately require rooms but choose not to stay at the hotel where the OPSSU function is taking place.

Where the event takes place outside a hotel and accommodation is required, affected members will be reimbursed for reasonable and customary accommodation expense.

A member who lives beyond forty (40) km from the location of the meeting/function shall be allowed overnight hotel accommodation and who could not reasonably be expected to arrive on time for the meeting/function if they travel the day of the meeting shall be reimbursed for hotel accommodation the night prior to the meeting/function at the rate of the facility where the event or function is scheduled or another facility approved by the Union. A member who lives within forty (40) km shall be entitled to reimbursement for public transportation or kilometer at the approved rate for use of a personal vehicle.

Notwithstanding the above:

- (a) members who live within forty (40) kilometers and who attend the year-end holiday dinner and/or party shall be entitled to be reimbursed for hotel accommodation to a maximum of the rate charged by the meeting hotel provided they also attend the year-end General Membership Meeting.
- (b) members who do not attend the year-end General Membership Meeting but who attend the annual year-end dinner and/or party and/or Children's Party will not be entitled to reimbursement for hotel accommodation Saturday night.
- (c) the Executive will consider requests from member who live more than forty (40) kilometers from a meeting/event to be reimbursed for hotel accommodation the night of any OPSSU meeting/function (e.g. Saturday night for a meeting/event during the day on Saturday) on a case-by-case basis having regard to the time the meeting/event is adjourned, the mode of transportation, the distance from their home and any health and safety issues.

# OPSSU CONSTITUTION AND POLICIES

## **Attendant Care:**

Members requiring the services of an attendant for himself or herself, e.g. signer, etc., in order to participate in OPSSU events will be reimbursed for necessary costs.

## **Child/Elder/Dependent Care:**

Claims shall be submitted on forms provided for Child/Elder/Dependent Care as follows:

- (a) Members will be reimbursed for child/elder/dependent care be reimbursed up to the amount of minimum wage (\$11.60 Oct 1, 2017) on production of a receipt signed by the child care provider. The reimbursement will exclude spouses, partner or other legal guardians per hour. The maximum family care claim for a 24 hour period is \$278.40
- (b) Members who bring children under the age of 10 will be entitled meal expenses, where meals are not already provided for by OPSSU, at the rates provided for below (June 2019)

## **Children's Meals:**

Breakfast:	\$7.00
Lunch:	\$10.00
Dinner:	\$16.00

Claims for these expenses should be described appropriately.

A meal allowance shall be paid:

- 1) if on OPSSU business or on travel status prior to 8 a.m. may be claimed (June 2018)
- 2) if meeting extends beyond 12 noon, luncheon may be claimed
- 3) if meeting extends beyond 6 p.m., supper may be claimed
- 4) out-of-town members may claim three meals per day plus the appropriate meal in transit.

## **Telephone:**

One personal long distance call per day is to be allowed when a member is on OPSSU business.

Unlimited local phone charges and Long Distance credit card services charges are to be allowed when on OPSSU business.

OPSSU Executive and committee members are authorized to make unlimited OPSSU business long distance calls within Ontario when on authorized OPSSU Business.

## **Travel:**

### **(a) Out of Town**

Where a member travels from their home location to attend an OPSSU meeting/event, mileage, where appropriate, shall be reimbursed at the rate of \$.40 per kilometer from home or point of departure, to the location of the meeting/event, whichever is closer.

Where an expense is incurred and a member travels from their home location to attend an OPSSU meeting/event, mileage, where appropriate, shall be reimbursed at the rate of \$.40 per kilometer from home or point of departure, to the location of the meeting/event, whichever is closer. An additional \$0.5 (carpool rate) may be claimed for each member driven, other than themselves, for the purposes of participating in an OPSSU event/meeting. When claiming for the carpool rate, the member shall list which members they provided transport, the passengers address and the kilometers driven with their passenger(s). (June 2019)

## OPSSU CONSTITUTION AND POLICIES

Either mileage or fare by an appropriate public carrier, whichever is less, will be paid. Members are to take advantage of seat sales and reduced air rates whenever possible and shall give consideration to the most economical means of travel. In the event that there is a cancellation by a member for a justified and legitimate reason, OPSSU will pay the fare.

(b) **In Town**

Use public transportation where possible. Mileage where necessary shall be paid at the rate of \$.40 per kilometre.

Reasonable taxi expenses within Toronto shall be paid with receipts.

Parking, where required, shall be paid with receipts.

**Room Service:**

During negotiation sessions, food and refreshments to be paid for by someone out of their own pocket and later submit a separate expense for it.

## MISCELLANEOUS POLICIES

**Negotiating Team**

- (1) Negotiating team expenditures shall be kept separate insofar as recording is concerned and shall be reported regularly to the Executive Committee and a report of all expenses associated with each round of bargaining be prepared and distributed to the Ratification Meeting.
- (2) Where the Negotiating Team is considering action that would result in extraordinary costs associated with bargaining (e.g. consultant's expenses, etc.) the President will be consulted for direction and prior approval by the Executive Committee is required before expenses are incurred.

**Defence Fund**

Should the Defence Fund fall below \$1,000,000.00 the dues shall be increased to 2.5% (two point five percent) with the differences being deposited into the "Defence Fund" until the Defence Fund has returned to the \$1,000,000.00 at which time the dues will revert back to 2% (two percent).

**Credit Card**

OPSSU shall have use of a credit card or credit based debit service such as Visa Debit.

The credit card or similar type purchase ability shall be named under OPSSU, as permitted by the financial institution, and the signatories shall be the authorities permitted on such financial credit account.

The use of such credit card or credit based debit service shall be solely for online and recurring purchases and for single purchases such as supplies.

The use of such credit card shall not be used for hospitality, food or beverage purchases.

The limit of the credit card or credit based debit service shall be limited to two thousand dollars (\$2000) per month.

## OPSSU CONSTITUTION AND POLICIES

Where the issuance of a credit card is made to OPSSU, such card usage shall be preapproved by at least two signing authorities prior to an individual purchase.

Recurring expenses need be approved only for the initial commitment, and such agreement is to be reported to the executive at the following executive meeting.

### **Delegates to Conventions**

Delegates to the CLC and any other Labour Body shall be elected by the General Membership and not appointed.

### **Dues and Assessments**

The amount of dues as approved by the membership in accordance with Constitutional Article 4 is three (3%) percent as passed at the General Membership meeting on December 3, 2011. This level of dues will remain in effect up to the OPSSU meeting to ratify the renewal collective agreement and then revert back to two (2%) percent unless a 2/3 majority of those present and voting decide to extend the period for whatever period the body deems appropriate, as passed at the General Membership meeting on December 3, 2011.

The level of dues be raised temporarily to 2.5 per cent (two and one half per cent) from January 1, 2019 to December 31, 2019, after which it shall revert to 2 per cent unless a 2/3 majority of those present and voting at the December 2019 General Membership Meeting decide to extend the period for whatever length of time the body deems appropriate.

### **Grievance Committee Matters**

- (1) OPSSU shall retain a law firm, selected by the Executive upon recommendation of the grievance committee, to represent OPSSU in litigation matters.
- (2) All Section 89 complaints and any correspondence distributed to the membership on behalf of the Executive shall be first brought to the Executive.
- (3) The Grievance committee is to make a full report to the executive for a decision on hiring any lawyer in any OPSSU matter, before the lawyer is engaged.
- (4) The grievance committee shall be permitted to hold meetings as it deems necessary to handle grievances and related business, recognizing the need for fiscal responsibility.
- (5) Grievance meetings may be held by tele/video/web conference where possible.

### **Honorariums**

Shall be paid to members presenting at arbitration as follows:

- 1) \$300 for day presenting of case at arbitration
- 2) \$200 for each additional day of hearing
- 3) \$150 for preparation of case for arbitration if late cancellation/settlement occurs and if considerable preparation has taken place.

### **Investments**

The Treasurer is to invest Strike Fund Monies in high yield vehicles in amounts of \$25,000 with different maturity. Same principle to apply to operating funds except that amounts be lower as appropriate.

## OPSSU CONSTITUTION AND POLICIES

### **MDTs and Temporary Staff**

OPSSU President may only on own authority extend MDT's/Temps if the position they are currently occupying is posted and not yet filled. All other requests for extension may be approved only through a vote of the LEC in person or by conference call.

### **Member Attendance at Executive Committee Meetings**

- 1) Any participation of members at an executive committee meeting would be subject to the majority vote of the executive committee.
- 2) If a member wishes to make a submission to the executive committee, the steward must be apprised of the nature of the submission as far in advance as possible. The steward shall advise the President of the request and the nature of the submission. The President shall include a provision on the agenda for the member's submission.
- 3) Any decision arising from the submission will be made solely by the executive committee after the member's presentation is completed and outside the member's presence. The President will communicate the decision of the executive committee to the member.
- 4) Submissions and/or presentations to the Executive Committee shall not relate to on-going bargaining matters or the Negotiating Team strategies.

### **Minutes of Meetings**

A copy of the minutes of each EERC is to be sent to each Regional Office and Department of OPSEU as produced.

Copies of Executive Committee minutes shall be distributed to the Chairs of all Committees at the same time as they are distributed to the Executive.

### **Performance Evaluations**

OPSSU's position is that evaluations are only relevant to probationary staff and if the evaluation is unfair, it should be grieved for evaluations performed after one's probationary period is over.

### **Retiree Appreciation**

Annually at a general membership meeting, members who have retired during the year without recognition by OPSSU shall be honoured at a social event planned by the Social and Recreation Committee.

### **Retirement and Severance Gifts**

Retirement/Severance Gifts are to be purchased as follows:

- 1) 9 years gift valued at \$50
- 2) 10 - 24 years gift valued at \$150
- 3) 25 years + gift valued at \$200

For retirement a plaque will also be presented.

### **Spending Authorities**

- (1) The Executive Committee of OPSSU is empowered to spend up to \$5,000 per month without prior approval of the membership, but such expenditures must be reported to the following general membership meeting.

## OPSSU CONSTITUTION AND POLICIES

- (2) The President of OPSSU is empowered to spend up to \$2,000 per month without prior membership approval, but such expenditure must be reported to the following Executive Committee meeting.
- (3) Consultants or resource persons, who may include current or former OPSSU members, may be contracted to perform duties outside of negotiation. Where costs for same are to be incurred, the hiring of these persons must be approved by the Executive Committee. The Executive will tender all contracts to up to three (3) providers and the contracting process shall be open and transparent.
- (4) The President is empowered to approve any standing or ad hoc committee expenses that are associated with their operation.
- (5) Where extraordinary or outside of the normal or excessive expenses are presented for payment, the Treasurer shall present such requests to the Executive Committee for approval.
- (6) Cheques and electronic fund transfers shall reflect the meeting date and specific purpose for which the payment was made.

### **Tentative Settlements**

All tentative settlements will have as a condition of settlement a deadline for both parties in respect to ratification and will further state a deadline for implementation.

### **Time Off Requests**

- (1) Only OPSSU President or Secretary are authorized to book time off from the OPSSU Union time bank.
- (2) If given two weeks' notice of the desire of a shift worker to attend a general membership meeting, the LEC will attempt to arrange relief, so that the member may attend the meeting.

### **Union's Equipment**

Borrowed OPSSU equipment must be returned in the exact condition when borrowed. The borrower is responsible for any cleaning necessary or for damage/repair. Items must be signed out.

### **Payment of Wages for Unscheduled Days**

Where the employer will not pay them, the OPSSU shall pay wages to our elected representatives for attending meetings relative to their elected position when these meetings are held on non-scheduled work days, exclusive of weekends. The OPSSU shall request that the employer continue such representatives' wages and bill the OPSSU back. This entitlement to wages shall be retroactive to January 1<sup>st</sup> 2014.

OPSSU will seek bill back from our employer to reimburse the salary and benefits of non-full-time employees up to a maximum of seven (7) hours a day to our elected representatives for attending meetings relative to their elected position when these meetings are held on non-scheduled work days, exclusive of weekends. Further, be it resolved that this entitlement to wages be retroactive to January 1, 2014. (May 2015)

### **Official Communications**

Other than committee reports, all official communications to "all OPSSU members" must be authorized by the President, or designate, prior to distribution.

**POLICY FOR DEFENDING, RECOGNIZING AND CONFRONTING SEXUAL HARASSMENT IN THE WORKPLACE**

**PREFACE**

Despite progress toward gender equality and valuing diversity, sexual harassment continues to be a societal problem in all workplaces. Women constitute the overwhelming majority of the victims of sexual harassment. However, men also are victims of sexual harassment.

Although it is the employer's obligation under the law to maintain a workplace free of sexual harassment, all of us—women and men, union and management—must work together to eliminate sexual harassment.

Workers must be empowered with knowledge about sexual harassment so they may assert their right to a workplace free of sexual harassment. You need not suffer sexual harassment in silence, imprisoned by the fear of speaking out. Every woman and man must be empowered to confront such abusive behavior in the workplace.

The purpose of this policy is to provide guidance to all OPSSU members on what constitutes sexual harassment, what you should do if it occurs, and what recourse is available to you and to present helpful information so that you may exercise your right to work in an environment free from sexual harassment.

By working together, helping each other and respecting each other, we can promote a cooperative and progressive work environment.

**PURPOSE**

The purpose of this Policy is to assist all Ontario Public Service Staff Union members who have/are experiencing sexual harassment in the workplace, and to provide procedures for reporting, investigating, and resolving incidents and complaints.

**APPLICATION AND SCOPE**

This Policy applies to all permanent and temporary bargaining unit members within the Ontario Public Service Staff Union (OPSSU) who work for the Ontario Public Service Employees Union (OPSEU) at all sites where business/union activities are undertaken and applies to all situations where these activities are connected to work during and outside of regular business hours at the workplace and away from the workplace. This includes:

- ❖ activities on OPSEU premises
- ❖ OPSSU/OPSEU assignments outside OPSEU premises
- ❖ OPSSU/OPSEU related conferences, conventions, training sessions, or educationals
- ❖ OPSSU/OPSEU related travel
- ❖ OPSSU/OPSEU related social functions

**WHAT IS SEXUAL HARASSMENT?**

The key to what constitutes 'sexual harassment' is that it is, unwanted, unwelcome and unasked for behaviour of a sexual nature. Sexual harassment is a display of power intended to intimidate, coerce or degrade another worker.

We all have the right to work in a workplace that is free from harassment and one where all employees are treated with dignity and respect at all times.

Over the years sexual harassment has been misunderstood and mischaracterized. Sexual harassment's main motive is the wielding of power.

Sexual harassers, and those who fail to address sexual harassment, send the message "she's just



trying to cause trouble”, and have stigmatized those who have tried to stop it as “not a team players”.

Sexual harassment is dehumanizing and divisive, and hinders us from achieving career goals, such as having control over our working lives and shaping our future, being treated fairly and working productively.

Harassment claims when two members are involved can be challenging to deal with. This issue is further complicated when there is an imbalance of power between the individuals.

Sexual harassment is an extremely serious and complex issue to navigate in the workplace. It's important to remember that complaints of this nature do not take place in a vacuum meaning this can literally wreak havoc in the lives of all who are involved, whether that involvement is direct or indirect.

### **Forms of sexual harassment (as per OHRC May 2013)**

#### **Sexual harassment can include:**

- ❖ sexual solicitation and advances
- ❖ a poisoned environment (pornographic images in the workplace)
- ❖ gender-based harassment (targeting someone for not following sex-role stereotypes)
- ❖ violence

#### **Examples of sexual and gender-based harassment:**

- ❖ demanding hugs
- ❖ invading personal space
- ❖ making unnecessary physical contact, including unwanted touching, etc.
- ❖ using language that puts someone down and/or comments toward women (or men, in some cases), sex-specific derogatory names
- ❖ leering or staring
- ❖ making gender-related comments about someone's physical characteristics or mannerisms
- ❖ making comments or treating someone badly because they don't conform with gender-role stereotypes
- ❖ showing or sending pornography, sexual pictures or cartoons, or other sexually explicit material
- ❖ sexually explicit graffiti, or other sexual images (including online)
- ❖ sexual jokes, including passing around written sexual jokes (for example, by e-mail)
- ❖ rough and vulgar humour or language related to gender
- ❖ using sexual or gender-related comment or conduct to bully someone
- ❖ spreading sexual rumours (including online)
- ❖ making suggestive or offensive comments or hints about members of a specific gender
- ❖ making sexual propositions
- ❖ verbally abusing, threatening or taunting someone based on gender
- ❖ bragging about sexual prowess
- ❖ demanding dates or sexual favours
- ❖ asking questions or talking about sexual activities
- ❖ making an employee dress in a sexualized or gender-specific way
- ❖ acting in a paternalistic way that someone thinks undermines their status or position of responsibility
- ❖ making threats to penalize or otherwise punish a person who refuses to comply with sexual advances (known as reprisal).

### **Sexual harassment is against the law**

The Human Rights Code prohibits reprisal or “payback” where a person raises issues or complains of sexual harassment. Reprisal includes such things as being hostile to someone, excessive scrutiny

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(for example, at work), excluding someone socially or other negative behaviour because someone has rejected a sexual advance or other proposition (such as a request for a date).

You do not have to object to the harassment when it happens for there to be a violation, or for you to claim your rights under the Code. You may be in a vulnerable situation and afraid to speak out.

Due to the power imbalance that often exists between the harasser and the person being harassed, and worries about what will happen if they object, people may go along with the unwelcome actions. But in these cases, it is still sexual harassment and it is still against the law.

### **GUIDELINES**

This Policy is intended to respect the rights of all who may be involved in a complaint. The guidelines, requirements, and procedures contained in this Policy are designed to ensure that individuals feel as comfortable as possible in coming forward with a complaint, without fear of reprisal or retaliation. The procedures are also intended to protect the interests of alleged harassers or others who may be involved in the complaint process.

This Policy also ensures the steps in the grievance procedure or other complaint resolution process(es) are followed as quickly as possible.

### **STEPS**

If you are being sexually harassed:

1. Keep a record of incidents with date, times, locations, possible witnesses, what happened, your response. You do not have to have a record of events in order to make a complaint, but a record can strengthen your case and help you remember details over time.
2. If able, tell the harasser that their behaviour is unwelcome and ask them to stop.
3. Make a complaint. This complaint can be either informal or formal.

### **COMPLAINTS**

#### **Dealing with a Complaint**

Once a complaint is received by OPSSU, it will be kept strictly confidential. If a complaint is made through the union as a grievance, a meeting will be held with the union representative/steward before and after a thorough investigation.

OPSSU should try to prevent gossip and protect the members' privacy. However, the complainant must self-identify and name the alleged harasser in a complaint, and if the complaint goes to formal adjudication, what they say to the employer cannot be confidential.

#### **Dealing with the complaint informally**

In some cases of co-worker sexual harassment, a member might want to resolve the problem without going to the employer. In such instances OPSSU recommends connecting with a trained peer and/or steward.

### **TRAINED PEERS**

On a volunteer basis, OPSSU members will be given the opportunity to receive training in sexual harassment complaints. A list of trained members ("trained peers") will be compiled and distributed to the OPSSU membership. The President of OPSSU or executive should not act in the capacity of steward or trained peer in any sexual harassment complaint.

### **MAKING A COMPLAINT FORMALLY**

If an OPSSU member wishes to file a complaint under the employer's sexual harassment policy, the member should:

1. Notify a trained peer and/or steward of harassment. These individuals will talk with the complainant as soon as possible about their experience, needs and options. In this regard,

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OPSSU endorses an active role by trained peers in representing their members and in assisting them when claims of sexual harassment arise.

OPSSU will notify the member they will have access to EAP (Employee Assistance Program).

OPSSU will arrange for an outside representative/consultant, trained in sexual harassment in the workplace for both the complainant and the respondent. This consultant must have experience in labour law\*.

### **DEFINITION OF INVOLVED PARTIES:**

Complainant— an employee who has been subjected to alleged sexual harassment.

Respondent— an employee who is alleged to have sexually harassed a bargaining unit member

Consultant— an individual hired to investigate, through fact-finding, formal complaints of sexual harassment.

### **The Respondent**

OPSSU members who have been accused of sexually harassment resolve it formally by the following process:

- a. The respondent, who may be accompanied by a union representative/steward or colleague, meets with the trained peer, is informed about the complaint, and given a chance to answer the allegation.
- b. The respondent is told that the matter will be dealt with formally, that his/her responses are also logged, and that this investigation is part of the official grievance procedure.

### **CONFIDENTIALITY**

A governing principle in respect of any matter that is brought forward pursuant to this sexual harassment policy is confidentiality.

Every effort will be made to keep matters confidential. However, information will be disclosed as necessary during the complaint process to the following extent:

### **Members' rights**

OPSSU has a legal duty to represent all members of the bargaining unit affected by the sexual harassment. The complainant has the right to:

1. Work in a healthy and safe work environment.
2. Have a complaint heard and receive a fair, unbiased investigation of the facts.
3. Have a union representative/trained peer with them at any time during the complaint process.
4. Confidentiality.
5. Be free from retaliation for participation in an investigation.

### **The respondent has the right to:**

1. Work in a healthy and safe work environment.
2. Know the full nature of the allegations in order to make a full response.
3. Have their response heard and receive a fair, unbiased investigation of the facts.
4. Confidentiality.
5. Fair discipline, should discipline occur.
6. Union representation as provided by the collective agreement during any investigation and discipline procedure.

### **Witnesses to harassment and participants in investigations have the right to:**

1. Work in a healthy and safe work environment.
2. Confidentiality.
3. Receive support if they have witnessed and been harmed by harassment.

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4. Union representation as provided by the collective agreement during any investigation and discipline procedure.
5. Be free from retaliation for participating in an investigation.

### **COMMUNICATING A DECISION**

#### **Member Complainant**

The member who made the complaint may be accompanied by a person of their choice (trained peer, steward...etc.) when informed of the outcome of the investigation in a face-to-face meeting with their consultant. They will receive a hard copy of the decision.

#### **Respondent**

The respondent will be told the result of the investigation in a face-to-face meeting with their consultant, and it will also be written down.

The respondent may be accompanied by a person of their choice.

#### **Other actions**

Whatever the process (informal resolution or a formal complaint), OPSSU has other responsibilities. One important component should include a general awareness BEFORE problems occur. Therefore part of this policy includes actions to be taken such as:

1. Be pro-active. Watch for signs of sexual or other forms of harassment, patterns and root causes. For example, high absenteeism and stress levels, turnover of particular groups in a department or sudden changes in a member's behaviour might indicate a problem. Take action to reduce and eliminate the hazards and factors that contribute to sexual or other forms of harassment.
2. Be aware of your own actions.
3. The OPSSU Communications Committee shall coordinate an awareness campaigns to educate members
4. The OPSSU website to include links on their home page to various organizations/events dealing with sexual harassment in the workplace
5. Members who experience or witness sexual harassment might fear embarrassment, retaliation or isolation if they draw attention to the problem. OPSSU should inquire carefully and do what it can to protect members from negative consequences. Contact the trained peers who can support the complainant and witnesses, as needed.
6. Explore Employee Assistance Plan options. (see OPSSU website)
7. Ensure that harassment complaints are handled in a culturally safe way, respecting the cultural values and practices of members involved.

### **CONCLUSION**

Sexual harassment is a violation of human and trade union rights and dignity and all efforts must be made to eliminate it.

Unions play a major role in outlawing sexual harassment at work. To do so they can act by: pushing governments to introduce legislation; taking up cases, and raising awareness and training and negotiating with employers on the issues.

OPSSU is committed to eliminating all forms of discrimination or harassment from the workplace. These goals and objectives seek to protect our members and enable them to attain a higher standard of living in all areas of their lives.