

# CUPE 2626

Canadian Union of Public Employees – Local 2626

Union of Student Workers at the University of Ottawa

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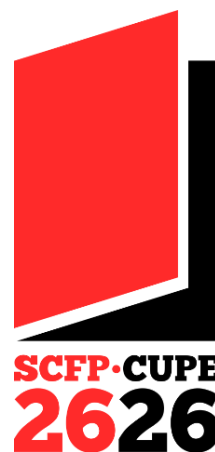
# COMPENDIUM OF POLICIES

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*Original version in English*

*Approved by the Executive Board on August 14th and 28th, 2023*

*Approved by the Membership at the Regular General Assembly on November 8, 2023*



# NOTICE

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**The policies contained herein are subject to change.**

Please see the website (2626.ca) for the latest published version and contact the Union (info@2626.ca) to receive copies of any modifications not yet included in the published versions.

*Une version en français de ce document est disponible sur 2626.ca/fr*

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# COMMITTEE POLICIES

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## **CP-1 Communications and Mobilization Committee (CMC)**

### **CP-1.1. MANDATE**

**CP-1.1.1.** The Communications and Mobilization Committee is a standing committee that shall

- a. Plan and carry out the mobilization efforts of the Local, subject to direction from the membership, the Steward's Council, and the Executive Committee both on and off campus;
- b. Oversee and facilitate orientation sessions, and departmental and campus information sessions;
- c. Produce content for diverse media, including the Local's newsletters, website and social media networks;
- d. Build social media presence, develop and implement an internal/external communication strategy, including event and media planning, and conduct media relations;
- e. Work with the Executive Board and staff of the Local to maintain and extend avenues for member communication including but not limited to email lists, membership lists, and phone bank initiatives;
- f. Ensure that members remain apprised at all times of important issues including union events, meeting dates, key resolutions, solidarity work, and workplace rights; and,
- g. In bargaining years, the CMC will support the Bargaining Support Committees as needed and, in the event of a successful strike vote, the Strike Committees to mobilize the applicable Unit membership. All three committees are responsible for conducting a communication campaign that spans the bargaining cycle from pre -to post-bargaining.

**CP-1.1.2** The Communications and Mobilization Committee should meet at least twice a month. The Committee may meet more frequently if deemed necessary by the Vice President.

### **CP- 1.2 DEFINITIONS**

For the work of the CMC, these terms will be used as defined below to avoid confusion:

**CMC** = Communications and Mobilization Committee    **EB** = Executive Board  
**VP**= Vice President                      **LO**= Liaison Officer            **EE**= Equity and Education Officer  
**CC**= Communications Coordinator

### **CP- 1.3 APPLICATION AND ENFORCEMENT**

The Chair of the CMC is responsible for ensuring the application and enforcement of this policy within the CMC and throughout its activities. For further clarification, the Chair is responsible for ensuring

that CMC members follow these procedures as well as the CUPE 2626 Bylaws, the Collective Agreements, and the CUPE National Constitution.

#### **CP-1.4 COMPOSITION**

**CP-1.4.1.** The committee is composed of the Vice-President, the Liaison Officer, the Equity and Education Officer, the Lifeguard Representative, the Residence Life Representative, and the Steward Representatives.

**CP-1.4.1.1** Only one of the Steward Representatives is required to attend CMC meetings.

**CP-1.4.1.2** Exceptionally, the Lifeguard Representative and the Residence Life Representative may delegate attendance at CMC meetings to a Steward.

**CP-1.4.2.** The Communications Coordinator supports the work of the committee.

#### **CP- 1.5 RESPONSIBILITIES WITHIN THE CMC**

Members of the CMC must attend all committee meetings; stipulations regarding absences in Appendix A of the CUPE 2626 Bylaws apply.

##### **CP-1.5.1. Responsibilities of the Vice President within the CMC**

**CP-1.5.1.1.** The Vice-President is the Chair of the CMC and its official spokesperson, save the stipulation in CP-1.5.2.1

**CP-1.5.1.2.** The Vice-President calls the meetings of the CMC and creates its agenda in collaboration with the Communications Coordinator.

**CP-1.5.1.3.** The Vice-President ensures that members of the CMC fulfil their tasks in compliance with specifications stipulated in Article 10.3 of the CUPE 2626 Bylaws and Article CP-1.3 above.

##### **CP-1.5.2. Responsibilities of the Liaison Officer within the CMC**

**CP-1.5.2.1.** The Liaison Officer presents reports at EB meetings, Steward's Councils, and General Assemblies.

**CP-1.5.2.2.** The Liaison Officer represents the CMC at the interunion meetings

**CP-1.5.2.3.** The Liaison Officer ensures open communication with on and off campus allies.

**CP-1.5.2.4.** The Liaison Officer organizes and coordinates relevant events for members in collaboration with the CC.

**CP-1.5.2.5.** The Liaison Officer coordinates with the Ontario University Workers Coordinating Committee (OUWCC).

**CP-1.5.2.6.** The Liaison Officer plans and organizes orientation sessions in collaboration with the Union Coordinator.

### **CP-1.5.3. Responsibilities of the Equity and Education Officer within the CMC**

**CP-1.5.3.1.** The Equity and Education Officer organizes and coordinates education events for members in collaboration with the CC.

**CP-1.5.3.2.** The Equity and Education Officer coordinates study sessions of the CA in collaboration with the SRs.

**CP-1.5.3.3.** The Equity and Education Officer organizes and coordinates relevant events for members in collaboration with the CC.

### **CP-1.5.4. Responsibilities of the Lifeguard Representative (or their delegate) within the CMC**

**CP-1.5.4.1.** The Lifeguards Representative provides updates to the CMC of their unit.

**CP-1.5.4.2.** The Lifeguards Representative collaborates with the Communications Coordinator in the planning of orientation sessions for their members.

**CP-1.5.4.3.** The Lifeguards Representative organizes and coordinates relevant events for their members in collaboration with the CC.

### **CP-1.5.5. Responsibilities of the Residence Life Representative (or their delegate) within the CMC**

**CP-1.5.5.1.** The Residence Life Representative provides updates to the CMC of their unit.

**CP-1.5.5.2.** The Residence Life Representative collaborates with the Communications Coordinator in the planning of orientation sessions for their members.

**CP-1.5.5.3.** The Residence Life Representative organizes and coordinates relevant events for their members in collaboration with the CC.

### **CP-1.5.6. Responsibilities of the Steward Representatives within the CMC**

**CP-1.5.6.1.** The Steward Representatives organize and coordinate steward-specific events.

**CP-1.5.6.2.** The Steward Representatives organize training for stewards in collaboration with the Equity and Education Officer.

## **CP-1.6 POWERS**

### **CP-1.6.1. Creation of an ad-hoc committee**

**CP-1.6.1.1.** By way of majority vote, the CMC may create ad hoc committees as per Article 9 of the CUPE 2626 Bylaws.

**CP-1.6.1.2.** If the motion to create an ad-hoc committee passes, the Vice-President must notify the EB.

**CP-1.6.1.3.** The ad hoc committee must report to the Chair of the CMC.

### **CP-1.6.2. Financial decisions**

**CP-1.6.2.1.** When a motion is presented with financial implications, CMC members must vote for the approval.

**CP-1.6.2.2.** For the motion to be approved, the vote must pass by  $\frac{2}{3}$  majority.

**CP-1.6.2.3.** If the motion passes, the Chair of the CMC must inform the Secretary-Treasurer within 3 business days. The Chair must notify them of the amount, the purpose, and which budget line.

**CP-1.6.2.4.** The Chair of the CMC must ensure that the Budget Spreadsheet is updated to reflect approved purchases.

**CP-1.6.2.5.** Each item must be appropriately placed into the budget line.

**CP-1.6.2.5.1.** Line 54402 is strictly for all purchases related to mobilization initiatives and campaigns created, supported, or managed by the CMC.

**CP-1.6.2.5.2.** Line 54403 is strictly for all purchases related to general and targeted outreach, such as community outreach, solidarity campaigns, etc.

**CP-1.6.2.5.3.** Line 54501 is strictly for all purchases related to publicity and promotional material. This includes but is not limited to swag, posters and education materials not related to an ongoing campaign, and any other materials required to promote the union.



**CP-1.6.2.5.4.** Line 54502 is strictly for all purchases related to member kits. Member kits are for new members and can be distributed at orientation and informational sessions, beginning of term events, and any other gathering targeting new members.

**CP-1.6.2.5.5.** Line 54702 is strictly for all purchases related to general assemblies, including the regular and annual assemblies, as well as any special assembly called in a given fiscal year.

**CP-1.6.2.5.6.** Line 54703 is strictly for all purchases related to the Stewards' Council.

**CP-1.6.2.5.7.** Line 543061 is strictly for all purchases related to educational events exclusively or primarily offered to the Executive Board.

**CP-1.6.2.5.8.** Line 543062 is strictly for all purchases related to educational events exclusively or primarily offered to Stewards.

**CP-1.6.2.5.9.** Line 543063 is strictly for all purchases related to educational events exclusively or primarily offered to members at large.

### **CP-1.6.3. Other powers**

**CP-1.6.3.1.** The Chair of the CMC may delegate additional tasks to CMC members as required for the functioning of the committee and the local.

## **CP-1.7 PROCEDURES**

### **CP-1.7.1. Committee meetings**

**CP-1.7.1.1.** The Chair of the CMC sets the agenda in collaboration with the Communications Coordinator. Members of the CMC must forward matters to discuss to the Chair of the CMC in a timely manner when requested. The agenda must be sent at least three (3) days prior to the meeting. Any modifications to the agenda thereafter must be motioned and approved by the committee at the next meeting.

**CP-1.7.1.2.** Members who are not a part of the CMC may be permitted to join a meeting if their attendance and participation is deemed relevant by the Chair.

**CP-1.7.1.3.** If a CMC member is unable to attend a meeting, they must notify the Chair of the CMC within three (3) days of the meeting, and must provide a written update for all matters relevant to them.

**CP-1.7.1.4.** Minutes are to be taken by the Communications Coordinator. The CC is also responsible for taking attendance at the beginning of meetings. If the Communications Coordinator is not available, the Chair will appoint someone to take minutes in their place.

**CP-1.7.1.5.** Quorum for CMC meetings is 4, including the Chair and excluding the Communications Coordinator and invited guests.

### **CP-1.7.2. Record Keeping**

**CP-1.7.2.1.** All relevant documents, notes, and back-up materials are to be kept in CMC Shared Drive, in the relevant subfolders.

**CP-1.7.2.2.** The CC is responsible for the maintenance of the CMC Shared Drive, and to ensure it is accessible for all CMC members.

### **CP-1.7.3. Communication within the Committee**

**CP-1.7.3.1.** All communications sent within the CMC are not to be deleted nor shared outside of the CMC without the permission of the Chair of the committee. This includes emails, the official CMC Google Chat, and all other communication avenues.

**CP-1.7.3.2.** All media requests and press releases are to be handled by the Chair of the committee and the Communications Coordinator, unless the task is delegated to a CMC member.

### **CP-1.8 BILINGUALISM**

**CP-1.8.1.** The CMC must send all communications in both languages, with French being first.

**CP-1.8.2.** The CMC will make an effort to speak both languages during meetings and through other internal communications.

### **CP-1.9 OTHER APPLICABLE POLICIES and/or LEGISLATION**

- Integrated Accessibility Standards Regulation; Ontario Regulation 191/11
- Accessibility for Ontarians with Disabilities Act, 2005 (AODA).

### **CP-1.10 RATIFICATION and APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023.*

*Approval by the General Assembly pending.*

## **CP-2 Grievance Committee (GC)**

### **CP-2.1. MANDATE**

**CP-2.1.1.** The Grievance Committee (GC) is a standing committee that shall

- a. Be the first point of contact for member concerns regarding breaches, or potential breaches, of the Collective Agreement;
- b. Investigate members' concerns and, with the support of the Legal Affairs Coordinator, conduct any necessary research;
- c. Open cases, conduct investigations, and handle grievances and complaints between members and the Employer;
- d. Initiate policy grievances on behalf of the local;
- e. Represent members and/or the local during investigations and the grievance procedure;
- f. Make binding decisions on the handling of said grievances;
- g. Liaise with the local's lawyer on cases being referred to arbitration;
- h. Report its activities to the Executive Board, the Steward's Council, and the General Assembly;

**CP-2.1.2.** The GC meets at least once every three weeks. The Committee may meet more frequently if deemed necessary by the Vice-President.

### **CP- 2.2. DEFINITIONS**

For the work of the GC, these terms will be used as defined below to avoid confusion:

**GC** = Grievance Committee  
**BC** = Bargaining Committee

**CA** = Collective Agreement  
**SC** = Stewards' Council

**EB** = Executive Board  
**ST**=Secretary Treasurer

**CASE:** An initial member complaint or a conflict between the Union and the administration or an academic unit of the University that is the subject of a complaint from one or several members and for which a grievance procedure has not yet been initiated.

**GRIEVANCE:** An ongoing case for which a grievance has been officially initiated.

**COMPLAINANT:** A Member who is implicated in a case; or the Union itself for cases that are the subject of a Policy or Group Grievance as defined in the Collective Agreement.

**GRIEVOR:** Either an individual Member or a group of members of the Union or the Union itself who is involved in a grievance procedure. Regardless of the identity of the grievor, the union retains carriage rights over all grievances.

**MEDIA:** Any individual or organization that collects information for public consumption in any printed or electronic format including but not limited to websites, blogs, newspapers, radio or television news networks or programs.

**EMPLOYER:** The University of Ottawa.

**INTERNAL GRIEVANCE PROCEDURE:** The informal and formal steps the Union exercises in attempting to resolve a complaint or grievance with the Employer's administrative units.

**EXTERNAL GRIEVANCE PROCEDURE:** The formal and legal methods including mediation, arbitration and expedited arbitration that may involve the use of outside assistance and a commitment of additional fiscal resources in resolving a grievance.

**GROUP GRIEVANCE:** A group grievance results from a consolidation of similar individual grievances seeking a common redress.

**POLICY GRIEVANCE:** A policy grievance is defined as a grievance involving a question of general application or interpretation of this Agreement.

### **CP-2.3. COMPOSITION**

**CP-2.3.1.** The GC is composed of the Vice-President, President, Anglophone Stewards Representative, Francophone Stewards Representative, Regular Member(s) in Good Standing, the Lifeguard Representative, and the Residence Life Representative.

**CP-2.3.2.** The CUPE National Representative is a non-voting member of the GC but is entitled to attend GC meetings as required or when they are available.

**CP-2.3.3.** The Legal Support Coordinator is a non-voting member of the GC, but attends GC meetings as a resource person.

**CP-2.3.4.** The Union Coordinator is not a regular member of the GC, but may attend, in a non-voting capacity, to support the work of the GC if invited.

**CP-2.3.5.** Other staff, EB members, stewards, or members may be invited to attend GC meetings as guests, in a non-voting capacity, if their presence is beneficial for the discussion of a particular case or grievance, but these guests are not to be considered members, non-voting or otherwise, of the GC.

**CP-2.3.6.** In the event legal advice is required or necessary, the GC may invite CUPE 2626's retained legal counsel to attend a meeting to provide independent legal advice. Said Legal counsel may also be consulted outside of GC meetings to provide a written response or summary.

#### **CP- 2.4. APPLICATION AND ENFORCEMENT**

**CP-2.4.1.** The Chair of the GC is responsible for ensuring the application and enforcement of this policy within the GC and throughout the grievance process. For further clarification, the Chair is responsible for ensuring that GC members follow these procedures as well as the CUPE 2626 Bylaws, the Collective Agreements, and the CUPE National Constitution when handling grievances.

**CP-2.4.2.** The policy applies to the members of the GC with regard to their respective roles and duties related to the work of the GC, as described in the Bylaws and the Collective Agreement.

#### **CP-2.5. ROLES AND RESPONSIBILITIES WITHIN THE GC**

The GC takes a team-based approach to grievance case management. This means that cases are assigned to GC members based on their availability, interests, expertise, and involvement in the case. By and large, Steward Representatives are responsible for unit 0 member grievances, the Lifeguard Representative is responsible for unit 1 member grievances, the Residence Life Representative is responsible for unit 3 member grievances, and the President is responsible for policy grievances. The Vice-President is responsible for any member or policy grievance case that can not be reasonably taken on by other committee members.

Members of the GC must attend all committee meetings; stipulations regarding absences in Appendix A of the CUPE 2626 Bylaws apply.

##### **CP-2.5.1. Responsibilities of the Vice President within the GC**

**CP-2.5.1.1.** The Vice-President is the Chair of the Grievance Committee and its official spokesperson.

**CP-2.5.1.2.** The VP calls the meetings of the GC and creates the agenda in collaboration with the Legal Support Coordinator.

**CP-2.5.1.3.** In collaboration with the President, the VP is responsible for opening, investigating, and filing Policy grievances and for the ongoing case management thereof.

**CP-2.5.1.4.** In collaboration with the President, the VP is responsible for communicating with the local's retained legal counsel on an ongoing basis to receive advice and opinions about cases and when referring cases to arbitration.

**CP- 2.5.1.5.** In collaboration with the LSC, the VP is responsible for ensuring that all required timelines are met in following the grievance procedure through all stages including mediation, arbitration, or expedited arbitration.

**CP-2.5.1.6.** The VP informs the Treasurer once a grievance reaches the final internal stage of the grievance procedure as per the collective agreement since this means that a particular grievance is approaching the possibility of going to mediation or arbitration (with potential for additional financial resources required for final resolution).

**CP-2.5.1.7.** The VP is in charge of applying this Policy with respect to the GC members and, in consultation with the President of the Union, may take corrective measures if problems arise.

#### **CP-2.5.2. Responsibilities of the President within the GC**

**CP-2.5.2.1.** The President participates in the discussions and provides input for each file or grievance. They provide support to the Chair if required.

**CP-2.5.2.2.** In the absence of the Vice-President, the President shall replace them as chair according to and ensure the application and enforcement of this policy.

**CP-2.5.2.3.** In collaboration with the VP, the president is responsible for opening, investigating, and filing Policy grievances and for the ongoing case management thereof.

**CP-2.5.2.4.** In collaboration with the Vice President, the President is responsible for communicating with the local's retained legal counsel on an ongoing basis to receive advice and opinions about cases and when referring cases to arbitration.

#### **CP-2.5.3. Responsibilities of the Steward Representatives within the GC**

**CP- 2.5.3.1.** The Stewards Representatives are the primary point of contact for potential and actual cases and grievances for members of unit 0.

**CP-2.5.3.2.** The Stewards Representatives are responsible for representing unit 0 members in filing grievances against the employer and for the case management of a grievance to resolution or if a decision to terminate a grievance is made.

**CP-2.5.3.3.** The Stewards Representatives must provide all the relevant information for the cases, grievances, and potential grievances of members in unit 0.

**CP-2.5.3.4.** The Stewards Representatives participate in the discussions during GC meetings and will bring the detailed information file for use during GC meetings.

#### **CP-2.5.4. Responsibilities of the Lifeguard Representative within the GC**

**CP-2.5.4.1.** The Lifeguards Representative is the point of contact for grievances involving members of 2626-1. As such, they are responsible for providing all relevant information for the cases, grievances, and potential grievances in their unit to the GC.

**CP-1.5.4.2.** The Lifeguards Representative is responsible for filing grievances against the Employer and responsible for the case management of a grievance to resolution or if a decision to terminate a grievance is made for unit 1.

**CP-1.5.4.3.** The Lifeguards Representative advises the GC on common issues in unit 1 and collaborates with the Legal Affairs Coordinator in conducting appropriate research.

**CP-1.5.4.4.** The representation of a member of 2626-1 is ensured by the Lifeguards Representative. If more than one representative of CUPE 2626 represents a member, the Lifeguards Representative will be the spokesperson unless the member chooses otherwise.

#### **CP-2.5.5. Responsibilities of the Residence Life Representative within the GC**

**CP-2.5.5.1.** The Residence Life Representative is the point of contact for grievances involving members of 2626-3. As such, they are responsible for providing all relevant information for the cases, grievances, and potential grievances in their unit to the GC.

**CP-1.5.5.2.** The Residence Life Representative is responsible for filing grievances against the Employer and responsible for the case management of a grievance to resolution or if a decision to terminate a grievance is made for unit 3.

**CP-2.5.5.3.** The Residence Life Representative advises the GC on common issues in unit 3 and collaborates with the Legal Affairs Coordinator in conducting appropriate research.

**CP-2.5.4.4.** The representation of a member of 2626-3 is ensured by the Residence Life Representative. If more than one representative of CUPE 2626 represents a member, the Residence Life Representative will be the spokesperson unless the member chooses otherwise.

#### **CP- 2.5.6. Responsibilities of the Regular Member in Good Standing**

**CP-2.5.6.1.** The Regular Member in Good Standing (RMGS) provides the membership's perspective for the discussions and decisions in relation to grievances.

**CP-2.5.6.2** The RMGS may exceptionally provide administrative support if other GC members cannot fulfill their duties. This includes but is not limited to taking minutes in the absence of the Legal Support Coordinator, updating and ensuring the accuracy of this policy, and conducting research.

**CP- 2.5.6.3** Should the work required be too demanding for members of the GC, the Chair of the GC will ask the EB to provide additional funds to hire a second RMGS.

#### **CP- 2.5.7. Responsibilities of the CUPE National Representative**

**CP- 2.5.7.1.** The CUPE National Representative's availability shall be taken into consideration when scheduling GC meetings to encourage their attendance.

**CP- 2.5.7.2.** The CUPE National Representative provides advice on how to resolve grievances, and provides support in drafting them.

**CP- 2.5.7.3.** The CUPE National Representative is entitled to access grievance documents in order to form an opinion of the situation and to get legal advice from CUPE Legal Counsel, should the local's retained legal counsel be unavailable.

#### **CP- 2.5.8. Responsibilities of the Legal Support Coordinator**

**CP- 2.5.8.1.** The Legal Support Coordinator attends GC meetings to support and advise members on cases and grievances as required.

**CP- 2.5.8.2.** The Legal Support Coordinator:

- a. Assists in the development of the agenda;
- b. Takes minutes during GC meetings and grievance hearing meetings;
- c. Participates in the discussions during committee meetings;
- d. Where required, supports GC members in presenting relevant details on cases and grievances to the Committee;
- e. Creates preparatory documents to assist Officers in presenting grievances during hearings;
- f. Attends grievance hearings with the Employer to support the Officer presenting the grievance

**CP- 2.5.8.3.** The LSC is also responsible for creating, maintaining, and updating a Grievance Tracking Spreadsheet. This Spreadsheet shall contain details about all potential, active, and



resolved grievances including but not limited to a brief description of the case, the officer responsible, deadlines and timelines to be respected, and next steps.

**CP- 2.5.8.4.** The LSC shall ensure GC members maintain detailed grievance files on the local's Google Drive including but not limited to: Records of meetings and discussions with the complainant, with the administration of the University, among CUPE 2626's representatives, and with CUPE's representative; and Individual Actors involved (complainant, Human Resources representatives, CUPE 2626's representatives, other organizations' representatives, etc.) as well as any correspondence.

**CP- 2.5.8.5.** In collaboration with the VP, the LSC is responsible for ensuring that all required timelines are met in following the grievance procedure through all stages including mediation, arbitration, or expedited arbitration.

## **CP- 2.6. POWERS**

### **CP-2.6.1. Decision-making**

**CP-2.6.1.1.** All decisions will first proceed by consensus. In the event that a consensus decision cannot be made, a majority vote decision of the GC will carry the issue.

**CP-2.6.1.2.** In the event that a grievance needs to proceed to a vote and there is a tie, then the Vice President shall have the right to cast a vote to break any tie.

### **CP-2.6.2. Creation of an ad-hoc committee**

**CP-2.6.2.1.** By way of majority vote, the GC may create ad hoc committees as per Article 9 of the CUPE 2626 Bylaws.

**CP-2.6.2.2.** If the motion to create an ad-hoc committee passes, the Vice-President must notify the EB.

**CP-2.6.2.3.** The ad hoc committee must report to the Chair of the GC.

### **CP-2.6.3. Financial decisions**

**CP-2.6.3.1.** In accordance with Article 15.10 of the CUPE 2626 Bylaws , the GC jointly administers the Grievances and Arbitrations budget line with the ST.

**CP-2.6.3.2.** In accordance with CP-2.5.1.5, the Chair of the GC must ensure the ST is informed before grievances are sent for mediation and arbitration.

**CP-2.6.3.3.** The Executive Board of the Local has final approval over the expenditure of financial resources to pursue any grievance, subject to the bylaws and constitution of the Local, with the caveat that the Local and the GC cannot refuse to file a grievance which has merit simply for financial reasons.

#### **CP-2.6.4. Grievor's Rights**

##### **CP-2.6.4.1. To Attend GC Meetings**

Only GC members, as defined in Article CP-2.3, have the right to attend GC meetings.

However, a member(s) who is involved in a case or grievance may be asked to attend a GC meeting to provide the committee with further details and first-hand evidence. Guests may only be present in the meeting for the point(s) for which they have been invited and should not be present while the GC deliberates.

**CP-2.6.4.1.1.** A Steward may also be asked to attend a GC meeting instead of or in addition to a member to provide any relevant information to a particular grievance. The Steward shall only be present in the meeting for the relevant point and shall not be present nor participate in the subsequent deliberations.

##### **CP-2.6.4.2. To be kept informed**

**CP-2.6.4.2.1.** The Officer assigned to the case has the responsibility to remain in communication with the grievor and keep them informed of the case's progress.

**CP-2.6.4.2.2.** The Officer assigned to the case has the responsibility to consult with the grievor in scheduling grievance hearings with the employer to encourage their attendance.

**CP-2.6.4.2.3.** Once a decision has been made, the Officer handling the grievance shall inform the member(s) of the decision made in regards to the grievance.

#### **CP- 2.6.5. Grievance Carriage Rights**

Grievances belong to the local, as per CUPE National guidelines. All information, documents and any correspondence are the property of the Union. Accordingly, once a grievance has been initiated, the grievor or complainant is not entitled to see the contents of the file. The grievor is allowed to take personal notes during meetings with the Union and/or the Employer. The grievor is entitled to a hard

copy only of the original cover letter sent to demonstrate that a grievance was initiated (i.e. Grievance Form, Appendix A, Collective Agreement).

## **CP- 2.7. PROCEDURES**

### **CP-2.7.1. Agenda and Committee meetings**

#### **CP-2.7.1.1. Agenda**

The Chair of the GC sets the agenda in collaboration with the LSC. Members of the GC must forward updates on their cases to the Chair of the GC and the LSC in a timely manner when requested. The agenda must be sent at least three (3) days prior to the meeting. Any modifications to the agenda thereafter must be motioned and approved by the committee at the next meeting.

**CP-2.7.1.1.1.** The information sent to the GC Chair and LSC should include the relevant details of the case, grievance or subject to be discussed. For the purpose of this policy, relevant details include but are not limited to:

- i. Case or Grievance number (if applicable);
- ii. Step of Grievance (if applicable);
- iii. Service, Faculty, Department, or Unit involved;
- iv. Articles of the Collective Agreement that have been breached

#### **CP-2.7.1.2. Committee Meetings**

##### **CP-2.7.1.2.1. Meeting Format**

Whenever possible, the GC will hold meetings in a remote format, where members may participate via safe and private teleconferencing software (e.g. Zoom). However, in special circumstances, meetings may be held in-person or in a hybrid format. Additionally, external resource people like CUPE National staff or legal counsel may participate by phone, teleconference, or any other safe and private electronic communication method.

##### **CP-2.7.1.2.2. Quorum**

**CP-2.7.1.2.2.1.** Quorum of the GC is five (5) voting members in attendance. Non-voting members, including the Legal Support Coordinator and the CUPE National Representative, do not count for the purposes of quorum.

**CP-2.7.1.2.2.2.** If quorum is not attained or is lost over the course of a meeting, the meeting may continue but no binding decisions which require a vote may be taken. This includes but is not limited to the decision to grieve, the decision not to grieve, the decision to put a grievance in abeyance, the decision to proceed to arbitration, the decision to suspend a grievance, and the decision to settle or withdraw a case or grievance. If there is a need for such a decision in the absence of quorum, a subsequent meeting of the GC shall be called as soon as possible.

## **CP- 2.7.2. Record-Keeping**

Grievance files, committee communications, and all associated files are highly confidential in nature. Members of the GC can access case and grievance files on the Shared Drive, and information may be shared within the GC by email. GC members are strictly prohibited from sharing their login information with anyone else or allow anyone to use or access their CUPE2626 email account or Google Drive. If there is a need to print any files related to a case, grievance, or arbitration, these files should be treated with care, stored in a secure place, and shredded as soon as no longer needed.

### **CP-2.7.2.1. Grievance Files**

**CP-2.7.2.1.1.** Grievance and case digital files are kept on the Shared GC Google Drive.

**CP-2.7.2.1.2.** Digital files are created and identified using a numbering system that begins with the last two digits of the current year followed by the sequential number of the file, which restarts at 01 each January. For example, the first case initiated in 2022 will have a File Number 2201, the second 2202, and so on.

**CP-2.7.2.1.3.** Cases in units 1 and 3 follow the same numbering system except that cases in 2626-1 are preceded by 1- and cases in 2626-3 by 3-. For example, the first case initiated in 2022 in 2626-1 will be 1-2201 and the first case in 2626-3, 3-2201.

#### **CP-2.7.2.1.4. Archiving of Grievance Files**

**CP- 2.7.2.1.4.1.** Case and grievance files are kept indefinitely.

**CP- 2.7.2.1.4.2.** Any print documentation should be digitized and added to the relevant file on the Shared Drive.

**CP- 2.7.2.1.4.3.** Within the Shared Drive, cases and grievances should be archived to a “Resolved - Inactive” folder within the relevant unit folders once

they are resolved or if they become inactive. These folders are to be retained within the mandate and subunit folders.

#### **CP-2.7.2.1. Other records**

**CP-2.7.2.1.1.** All relevant documents, notes, and back-up materials are to be kept in GC Shared Drive, in the relevant subfolders, which are organized by mandate, subunit, and so on.

**CP-2.7.2.1.2.** Emails pertaining to grievances should never be deleted, and, if they contain evidence or a record of the facts, should also be saved as pdfs in the relevant file on the shared drive. If a grievance is initiated, all subsequent documentation should also be added to this file.

**CP-2.7.2.1.3.** When members of the GC communicate with individuals outside of the GC regarding cases, grievances or grievance-related matters, all messages and responses to such messages should be retained in the email archive, and on occasion saved as a document to the Drive. No such emails should ever be deleted.

#### **CP-2.7.3. Communication within the Committee**

**CP-2.7.3.1.** The Grievance Committee communicates internally via a group email account ([gc@2626.ca](mailto:gc@2626.ca)). This account is for internal use ONLY and should not be shared with grievors or other Executive Board members.

**CP-2.7.3.1.1.** Individual grievors shall not be copied on emails between the GC members.

**CP-2.7.3.1.2.** GC members should use their respective 2626.ca email address in correspondence with a grievor or to set up meetings with the Employer's representatives.

**CP-2.7.3.2.** When copying the GC in emails to outside parties, the GC email address shall be included in blind carbon copy (BCC) only.

**CP-2.7.3.3.** No one outside of the GC should address the GC as such. All communication with the GC by outside parties shall go through a GC member on a case-by-case basis. As a general rule, such communications should go through the Officer assigned for each grievance, or through the Chair or President as circumstances require. and all directives for GC activity shall come from the Chair.

#### **CP-2.7.4. Grievance Procedures**

The CUPE National Representative assigned to our local must be consulted throughout the grievance process. This includes but is not limited to seeking their analysis of the case, seeking their advice on the content of the grievance, and inviting them to attend grievance hearings.

##### **CP-2.7.4.1. Duty of Fair Representation**

**CP-2.7.4.1.1.** The Union has a duty of fair representation to the members of the local, as mandated by provincial legislation.

**CP-2.7.4.1.2.** Failure to fulfil this duty of fair representation could lead to a member filing a complaint with the Ontario Labour Relations Board.

**CP-2.7.4.1.3.** All complaints should be investigated by the appropriate GC member within three working days of receipt of a complaint by the union.

##### **CP-2.7.4.1. Informal Resolution**

An attempt to resolve the complaint informally by telephone or e-mail should be attempted prior to initiating a grievance. If the attempt to resolve the complaint informally is unsuccessful, the Officer in question will begin a formal grievance procedure as outlined in the Collective Agreement.

##### **CP-2.7.4.2. Formal Internal Procedure**

**CP-2.7.4.2.1.** When a member wants to lodge a complaint or start the grievance procedure, they will contact a member of the GC.

**CP-2.7.4.2.2.** In accordance with CP-2.5, the GC member shall direct the complaint to the appropriate person(s), who shall then assign a case number, create a folder on the shared Drive, gather the relevant information from the member, and inform the VP and LSC as soon as possible.

**CP-2.7.4.2.3.** The VP and LSC shall update the Grievance Tracking Spreadsheet and add the case to the agenda for the upcoming GC meeting. Should the case require urgent attention, the VP shall:

- a. Get in touch with every member of the GC in order to reach a consensus concerning the steps to follow to resolve the case; or
- b. Call an emergency meeting of the GC within three (3) business days in order to study the case in question.

**CP-2.7.4.2.4.** At the next GC meeting, the complainant will be invited to come and present their version of events, should this be desired by either the complainant or the GC.

**CP-2.7.4.2.5.** The GC will then make one of the following decisions by a majority vote to that effect:

- a. The complaint is grounds for a grievance;
- b. The complaint is not grounds for a grievance;
- c. To refer the case to the Labour-Management Committee when questions of broad application of an Article apply, or a concern with respect to the interpretation of the Collective Agreement.

**CP-2.7.4.2.6.** In cases where the complaint is not deemed to be grounds for a grievance, the member has the right to ask the GC to meet privately with the CUPE representative assigned to our Local.

**CP-2.7.4.2.6.1.** Once the CUPE representative assigned to our Local has been contacted, the Vice-President will call another vote to render a final decision about the complaint.

### **CP-2.7.4.3. Formal External Procedure (Mediation, Arbitration, Expedited Arbitration)**

**CP-2.7.4.3.1.** A grievance that is not resolved within the grievance procedure as set out in the internal steps of the Collective Agreement with the Employer may proceed to mediation, arbitration, or expedited arbitration.

**CP-2.7.4.3.2.** The decision to send a grievance to mediation, arbitration, or expedited arbitration must be passed through a majority vote of the GC.

**CP-2.7.4.3.3.** Should the vote be successful,

The Chair of the GC will:

- a. Advise in a report to the Executive Board that a particular grievance has been referred to arbitration, without divulging more information than is necessary.
- b. Inform the Treasurer that a decision has been taken to refer a case to the external process that may require additional financial resources.

The Officer in charge of the case will:

- a. Contact the Local's retained legal counsel to advise them of such,
- b. Provide all necessary information to the Local's retained legal counsel,
- c. Inform the member of the decision to refer and keep them abreast of the process.

**CP-2.7.4.3.4.** Should the vote be unsuccessful, the member has the right to ask the GC to meet privately with the CUPE representative assigned to our Local.

**CP-2.7.4.3.4.1.** Once the CUPE representative assigned to our Local has been contacted, the Vice-President will call another vote to render a final decision.

#### **CP-2.7.4.4. Appeals**

**CP-2.7.4.4.1.** In the event that a grievance proceeds to Arbitration or Expedited Arbitration and the decision reached is appealed by either party to a court of competent jurisdiction, the Chair of the GC shall:

- a. Discuss the appeal with the GC, the CUPE National Representative, and the Local's retained Legal Counsel;
- b. Make a report to the Executive Board;
- c. Make a recommendation on whether or not the grievance should continue to be pursued.

#### **CP-2.7.4.5. Other Avenues of Redress**

**CP-2.7.4.5.1,** An individual grievor may withdraw their grievance and choose to pursue other avenues of redress as stipulated under provincial or federal legislation. If a grievor chooses to withdraw a grievance and pursue an alternative means of address, the Union is no longer under a duty of fair representation to assist the individual grievor.



**CP-2.7.4.5.1.1.** Prior to their withdrawal, the Officer in charge of the case shall make it known to the grievor that it is strongly recommended to exhaust the grievance procedure prior to seeking other avenues of redress.

**CP-2.7.4.5.2.** The GC shall make a decision known to an individual grievor who withdraws a grievance for an alternative method of redress on whether or not the Union will provide additional support.

#### **CP-2.7.4.6. Withdrawal of Grievances**

**CP-2.7.4.6.1.** An individual grievor may choose to withdraw a complaint or individual grievance at any time. However, the Union has a right to pursue the grievance through other avenues including the filing of a policy grievance, if delays permit, as per the Collective Agreement.

**CP-2.7.4.6.2.** The GC may decide unilaterally to withdraw a complaint or grievance but only in the event that it is almost certain there will be no successful outcome of such a complaint or grievance; and only after the duty of fair representation has been met.

#### **CP-2.8. BILINGUALISM**

**CP- 2.8.1.** Members and guests have the right to express themselves in the official language of their choice in GC meetings.

**CP-2.8.2.** The GC strives to achieve a balance in the language used in filing grievances; for example, if the majority of individual grievances are filed in English, then the GC should aim to file more policy grievances in French.

#### **CP-2.9. CONFIDENTIALITY AND NON-DISCLOSURE**

GC members or members contravening CP-2.9 will be subject to discipline including but not limited to the formal complaint process formulated in CUPE 2626 Bylaws, Recall as formulated in CUPE 2626 Bylaws, and legal proceedings.

##### **CP-2.9.1. Oath of Confidentiality**

The members of the GC shall take the Oath of Confidentiality and sign the Oath of Confidentiality and Non-Disclosure Agreement Form prior to conducting any GC-related work. Members of the GC must follow the relevant Bylaws regarding confidentiality.

### **CP-2.9.2. Non-disclosure**

**CP-2.9.2.1.** Members of the GC will not disclose information that could reveal a complainant's identity to non-GC members, other members of the University of Ottawa community not involved in the same case or grievance, and the general public.

**CP-2.9.2.1.1.** Confidentiality applies to all potentially identifying information, including but not limited to:

- a. The identity of the Professor(s) and/or Supervisor(s) who is/are the subject of the complaint(s);
- b. The faculty, department, unit or sub-unit involved, if this may serve to identify the complainant(s);
- c. Any personal information regarding the complainant(s);
- d. Any information regarding the position held by the complainant(s) when the incident(s) occurred.

**CP-2.9.2.2.** There shall be no disclosure of information to any person involved in the media in any format.

**CP-2.9.2.3.** Any guest who joins a GC meeting to discuss a case or grievance will be asked to maintain the confidentiality of such information as and when it relates to situations which are not their own.

### **CP-2.9.3. Reporting**

**CP-2.9.3.1.** For statistical and reporting purposes, information on gender, position, unit, number of grievances, their similarities, and their outcome can be prepared. In no instance should these reports or statistics contain information which could cause the disclosure of personal information.

**CP-2.9.3.2.** The Vice-President shall create a summary of the grievances initiated at the end of each mandate. This report must be submitted to the EB for adoption and must contain the following points:

- a. The names of the members of the GC;
- b. The number of grievances dealt with during the mandate;
- c. The number of grievances won and lost during the mandate;
- d. The nature of the grievances and their similarities, if any.

**CP-2.9.3.3.** In preparation for collective bargaining, the Bargaining Committee Chair may request previous summaries of Grievances in their unit for consultation in relation to the work as a bargaining agent on behalf of the Union, but they shall not have access to the actual grievance files nor share them with the committee as a whole.

**CP-2.9.3.3.1.** If the Bargaining Committee Chair is a Stewards Representative, Vice President, or President as well as the BC Chair, that individual shall preserve confidentiality and only share the summary with the Bargaining Committee, despite personally having further access to the actual grievance files. The same applies to any other members who serve on both committees simultaneously.

#### **CP-2.9.4. External Legal Advice**

Members of the GC may, at the discretion of the committee, consult the local's retained legal counsel about an individual case or grievance. In this and only this context, members of the GC may discuss the case freely in order to receive the best possible and most complete advice.

#### **CP-2.10. OTHER APPLICABLE POLICIES and/or LEGISLATION**

CUPE 2626 is bound by all provincial and federal legislation and any regulations attached to such legislation affecting the Employee and Employer relationship. This includes, but is not limited to:

- The Employment Standards Act (ESA)
- The Ontario Labour Relations Act (OLRA)
- The Personal Information and Protection of Electronic Documents Act
- The Access to Information Act
- The Arbitration Act
- The Statutory Powers Procedure Act
- The Solicitors Act
- The Ontario Human Rights Code (OHRC)
- The Canadian Human Rights Act
- The Canada Labour Code
- The Canadian Charter of Rights and Freedoms (The Charter)

#### **CP-2.11. RATIFICATION AND APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023.*

*Approval by the General Assembly pending.*

## **CP-3 Finance Committee (FC)**

### **CP-3.1. MANDATE**

**CP-3.1.1.** The Finance Committee is a standing committee that shall

- a. Administer the collective funds of CUPE 2626;
- b. Review applications to and administer the Emergency (2626-0) and Solidarity Funds. The Committee may also review and administer challenging applications to the Health and Dental Fund, and Conference Fund, as well as challenging general reimbursement requests, when deemed necessary by the Secretary-Treasurer;
- c. Formulate a yearly budget to be presented to and approved by the Executive Board and the membership at the AGA. The Committee shall include in each budget, a sum to be transferred from the general funds to the Defence Fund as a lump sum for the year, based on the Defence Fund Policy;
- d. Review the budget and ensure revenue and expenditures match budgeted figures;
- e. Prepare financial documents to be shared with the University as needed;
- f. Conduct treasury duties for other standing committees or committees established by EB or SC requiring financial oversight and budget management; and
- g. Conduct any other necessary financial oversight.

**CP-3.1.2.** The Finance Committee meets at least once a month. The Committee may meet more frequently if deemed necessary by the Secretary-Treasurer.

### **CP- 3.2. DEFINITIONS**

For the work of the FC, these terms will be used as defined below to avoid confusion:

<b>FC</b> = Finance Committee	<b>EB</b> = Executive Board	<b>ST</b> = Secretary-Treasurer
<b>FAC</b> = Finance and Administrative Coordinator		<b>MIGS</b> = Member in Good Standing

### **CP-3.3. COMPOSITION**

**CP-3.3.1.** The committee is composed of the Secretary-Treasurer, the President, the Lifeguards Representative, the Residence Life Representative, and the Member in Good Standing.

**CP-3.3.2.** The Finance and Administrative Coordinator supports the work of the committee.

### **CP- 3.4. APPLICATION AND ENFORCEMENT**

The Chair of the FC is responsible for ensuring the application and enforcement of this policy within the FC and throughout its activities, as well as the CUPE 2626 Bylaws, the Collective Agreements, and the CUPE National Constitution.

### **CP-3.5. RESPONSIBILITIES WITHIN THE FC**

#### **CP-3.5.1. Responsibilities of the Secretary-Treasurer within the FC**

**CP-3.5.1.1.** The ST is the Chair of the FC.

**CP-3.5.1.2.** The ST calls the meetings of the FC and creates its agenda in collaboration with the FAC.

**CP-3.5.1.3.** The ST ensures that members of the FC fulfill their tasks in compliance with specifications stipulated in CP-3.1.

**CP-3.5.1.4.** The ST presents reports, including the number and nature of recent fund applications as well as ongoing fund amounts, at EB meetings.

#### **CP-3.5.2. Responsibilities of the President within the FC**

**CP-3.5.2.1.** The President attends meetings of the FC.

**CP-3.5.2.2.** The President replaces the ST when the ST is not in a position to fulfill their responsibilities within the FC.

#### **CP-3.5.3. Responsibilities of the Lifeguard Representative within the FC**

**CP-3.5.3.1.** The Lifeguard Representative attends meetings of the FC.

**CP-3.5.3.2.** The Lifeguard Representative is responsible for reviewing applications prior to their presentation at FC meetings, participating in discussions related to FC matters, and assisting in financial decision making when required.

#### **CP-3.5.4. Responsibilities of the Residence Life Representative within the FC**

**CP-3.5.4.1.** The Residence Life Representative attends meetings of the FC.

**CP-3.5.4.2.** The Residence Life Representative is responsible for reviewing applications prior to their presentation at FC meetings, participating in discussions related to FC matters, and assisting in financial decision making when required.

#### **CP-3.5.5. Responsibilities of the Member in Good standing within the FC**

**CP-3.5.5.1.** The MIGS attends meetings of the FC.

**CP-3.5.5.2.** The MIGS is responsible for reviewing applications prior to their presentation at FC meetings, participating in discussions related to FC matters, and assisting in financial decision making when required.

## **CP- 3.6. POWERS**

### **CP-3.6.1. Creation of an Ad Hoc Committee**

**CP-3.6.1.1.** Subject to Article 9 of the Local's Bylaws, the FC has the authority to create Ad hoc committees to study issues deemed important or necessary for the Local's operation.

**CP-3.6.1.2.** The ST will advise members of the EB of the creation of such a committee and of its reason for being at the EB meeting following the creation of the committee.

**CP-3.6.1.3.** The report of the Ad hoc committee, once adopted, will be handed to the Recording Officer to be kept in the archives of CUPE 2626.

### **CP-3.6.2. Financial Decisions**

**CP-3.6.2.1.** The FC will be responsible for compiling, reviewing, and approving/denying applications to the Emergency Fund and Solidarity Fund, as well as challenging applications to other CUPE2626 funds and challenging general reimbursement requests.

**CP-3.6.2.2.** Subject to Article 16 of the Bylaws, the FC has the authority, by a majority vote of its members, to decide what strategies to adopt to handle funds and to fulfill its tasks.

**CP-3.6.2.3.** When a decision is reached by a majority of the FC, all members must respect this decision.

**CP-3.6.2.4.** In cases where a decision cannot be reached by the majority, and the ST is unable to break a tied vote, cases shall be presented to the EB.

### **CP- 3.6.3. Creation and Maintenance of the Budget**

**CP-3.6.3.1.** The FC will be responsible for creating and maintaining the budget collaboratively and with FAC.

**CP-3.6.3.2.** The ST will present the budget for approval to the EB and the membership when completed.

#### **CP-3.6.4. OTHER POWERS**

**CP-3.6.4.1.** The Chair may delegate specific tasks and/or responsibilities to FC members as required.

#### **CP- 3.7. PROCEDURES**

**CP-3.7.1.** The Chair of the FC sets the agenda in collaboration with the FAC. Members of the FC must forward matters to discuss to the Chair of the FC in a timely manner prior to a scheduled meeting.

**CP-3.7.2.** Minutes are to be taken by the FAC; when the FAC is unavailable, minutes will be taken by the RMIGS.

**CP-3.7.2.1.** Attendance and votes shall be recorded within the minutes.

**CP-3.7.3.** Quorum for the FT is three (3) voting members in attendance.

**CP- 3.7.4.** All relevant documents, notes, and back-up materials are to be kept in FC Shared Drive, in the relevant subfolders.

**CP- 3.7.4.1.** Emails, communications, and other materials pertaining to the FC are not to be deleted.

#### **CP- 3.8. CONFIDENTIALITY**

**CP-3.8.1.** All information given to any member, officer, representative or employee of CUPE 2626 will be treated in a confidential manner.

**CP-3.8.1.2.** When reviewing applications to the emergency fund, all documents sent by the Treasurer to the FC and the EB will be redacted to exclude information that can be used to identify the applicant.

#### **CP- 3.9 OTHER APPLICABLE POLICIES AND/OR LEGISLATION**

**CP- 3.9.1.** Internal Policies:

- FP-1 Defence Fund
- FP-2 Solidarity Fund
- FP-3 2626-0 Emergency Fund
- FP-4 2626-1 Emergency Fund

- FP-5 2626-3 Emergency Fund
- FP-6 Health and Dental Fund
- FP-7 Financial Aid Fund
- FP-8 Conference Fund
- OP-3 Per Diem Policy
- OP-4 Strike Policy
- OP-5 Investment Policy

### **CP- 3.10. RATIFICATION AND APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023.*



## **CP-4 Occupational H&S Committee of CUPE 2626 (OHSC 2626)**

### **CP-4.1. MANDATE**

**CP- 4.1.1.** The CUPE 2626 OHSC is a standing committee that shall

- a. Keep open lines of communication between the Functional Occupational Health and Safety Committees (FOHSCs), the University Joint Occupational Health and Safety Committee (UJOHSC), and the Executive Board (EB);
- b. Carry out workplace inspections including laboratory, offices, and any other pertinent facilities;
- c. Prepare and file reports from meetings and inspections;
- d. Ensure that members remain apprised at all times of important issues regarding Occupational Health and Safety;
- e. Ensure that members are aware of reporting structures for occupational health and psychological hazards, near misses, and incidents; and
- f. Collect and distribute Health and Safety resources to the EB and stewards, through the Francophone and Anglophone Steward Representatives.

**CP- 4.1.2.** The CUPE 2626 OHSC meets at least twice (2) in the fall and winter semesters, once (1) in the spring/summer semester, or more often if the Health & Safety Officer deems necessary.

### **CP-4.2. DEFINITIONS**

For the work of the CUPE 2626 OHSC, these terms will be used as defined below to avoid confusion:

- **HSO** = Health and Safety Officer
- **OHSC** = Occupational Health and Safety Committee
- **TOR** = Terms of Reference
- **OHS** = Occupational Health and Safety Act
- **EB** = Executive Board
- **UJOHSC** = University Joint Occupational Health and Safety Committee
- **FOHSC** = Functional Occupational Health and Safety Committee
- **LFOHSC** = Laboratory Functional Occupational Health and Safety Committee
- **OFOHSC** = Office Functional Occupational Health and Safety Committee
- **PFFOHSC** = Protection and Facilities Functional Occupational Health and Safety Committee
- **PsFOHSC** = Psychological Functional Occupational Health and Safety Committee
- **AVFOHSC** = Alta Vista Functional Occupational Health and Safety Committee
- **CERTIFIED MEMBER** = A certified member means a committee member who is certified under section 7.6 of the Occupational Health and Safety Act. A certified member has taken further,

accredited training and has fulfilled the training requirements set forth by the Ministry of Labour.

### **CP- 4.3. APPLICATION AND ENFORCEMENT**

As Chair, the Health and Safety Officer is responsible for ensuring the application and enforcement of this policy, the CUPE 2626 Bylaws, the Collective Agreements, and any other applicable policies of legislation as specified in this policy within the committee and throughout its activities.

### **CP- 4.4. COMPOSITION OF THE 2626 OHSC**

**CP- 4.4.1.** Subject to Article 10.7 of CUPE 2626 Bylaws, the Health and Safety Officer is the Chair of the 2626 OHSC and is its de facto representative on the UJOHSC.

**CP- 4.4.2.** In addition to the HSO, this committee is comprised of 2626 members appointed as delegates to each of the following committees:

**CP-4.4.2.1.** The Laboratory Functional Occupational Health and Safety Committee (Unit 0)

**CP-4.4.2.2.** The Office Functional Occupational Health and Safety Committee (Units 0 and 3)

**CP-4.4.2.3.** The Protection and Facilities Functional Occupational Health and Safety Committee (Units 0 and 1)

**CP-4.4.2.4.** The Psychological Functional Occupational Health and Safety Committee (Units 0, 1, and 3)

**CP-4.4.2.5.** The Alta Vista Functional Occupational Health and Safety Committee (Unit 0)

**CP-4.4.3.** The committees and the composition of delegates are subject to change, in accordance with the Terms of Reference document.

**CP-4.4.4.** There shall be a delegate from each unit appointed to each relevant committee, save the UJOHSC of which the delegate is the HSO.

**CP-4.4.3.1.** Delegates from unit 0 shall be appointed by the HSO and/or Steward Representatives

**CP-4.4.3.2.** Delegates from unit 1 shall be appointed by the Lifeguard Representative

**CP-4.4.3.3.** Delegates from unit 3 shall be appointed by the Residence Life Representative

## **CP- 4.5. RESPONSIBILITIES WITHIN THE 2626 OHSC**

### **CP-4.5.1. Responsibilities of the HSO**

**CP-4.5.1.1** The HSO is Chair of the 2626 OHSC and its official spokesperson.

**CP-4.5.1.2** The HSO calls the meetings of the 2626 OHSC and creates its agenda.

**CP-4.5.1.3** The HSO ensures that the delegates fulfill their duties and is in charge of applying this Policy.

**CP-4.5.1.4** The HSO liaises between 2626 OHSC delegates and the Employer to coordinate Certified member training and keeps a record of 2626 OHSC certified members.

**CP-4.5.1.5** The HSO provides initial training to newly appointed delegates and facilitates CUPE National training for the 2626 OHSC.

**CP-4.5.1.6** The HSO is a member of any ad hoc committees or working groups of the UJOHSC. The HSO may appoint a 2626 OHSC delegate to any such ad hoc committee or working group in their place.

### **CP-4.5.2. Responsibilities of 2626 OHSC Delegates**

**CP-4.5.2.1** Delegates must complete all mandatory training.

**CP-4.5.2.2** Delegates must attend all 2626 OHSC meetings and their respective committee meetings. Attendance rules as stipulated in Appendix A of the CUPE 2626 Bylaws apply.

**CP-4.5.2.3** Delegates must complete reports after every committee meeting and inspection. Delegates must present these reports at the following 2626 OHSC meeting.

**CP-4.5.2.4** Delegates must liaise between members and the University to ensure the best possible working conditions.

**CP-4.5.2.5** Delegates must fulfill any other duties assigned to them by the HSO.

## **CP- 4.6. POWERS**

### **CP-4.6.1. Creation of Ad Hoc committees**

**CP-4.6.1.1.** Subject to Article 9 of the CUPE 2626 Bylaws, the 2626 OHSC has the authority to create Ad hoc committees to study issues deemed important.

**CP-4.6.1.2.** The person in charge of the 2626 OHSC must advise members of the EB of the creation of such a committee and of its reason for being at the EB meeting following the creation of the committee.

**CP-4.6.1.3.** The report of the Ad hoc committee, once adopted, will be given to the Recording Officer to be kept in the archives of CUPE 2626.

#### **CP-4.6.2. Financial Decisions**

**CP-1.6.2.1.** When a motion is presented with financial implications, the 2626 OHSC must vote for the approval.

**CP-1.6.2.2.** For the motion to be approved, the vote must pass by  $\frac{2}{3}$  majority.

**CP-1.6.2.3.** If the motion passes, the HSO must inform the Secretary-Treasurer within three (3) business days and notify them of the purpose and the amount. Should the Secretary-Treasurer deem the expense justifiable, the HSO will present a motion for approval at the following EB meeting.

#### **CP-4.6.3. Other Powers**

**CP-4.6.2.1.** The HSO has the power to give a Delegate a specific mandate that they must respect at the meeting for whichever OHSC committee they are appointed.

### **CP- 4.7. PROCEDURES**

#### **CP-4.7.1. Committee meetings**

**CP-4.7.1.1.** The Chair of the 2626 OHSC is responsible for scheduling the 2626 OHSC meetings and setting the agenda.

**CP-4.7.1.1.1** The agenda and minutes from the previous meeting must be shared with the delegates at least three (3) business days prior to the meeting and delegates must be given an opportunity to suggest agenda items.

**CP-4.7.1.2.** The Chair of the 2626 OHSC will appoint a member of the 2626 OHSC as minute-taker before the meeting begins.

**CP-4.7.1.3.** The agenda and minutes from previous meetings shall be approved at the beginning of the meeting. Delegates will be given an opportunity to present motions to amend the agenda.

#### **CP-4.7.1.4 Attendance and Quorum**

**CP-4.7.1.4.1.** Attendance at 2626 OHSC meetings is mandatory. If a delegate is absent from a meeting without having notified the HSO of their absence and provided a reason for said absence, the stipulations in Article 13.4 of CUPE 2626 Bylaws will apply.

**CP-4.7.1.4.2.** Attendance will be recorded in the minutes as motivated or unmotivated.

**CP-4.7.1.4.3.** Quorum is five (5) delegates, excluding the chairperson.

## **CP-4.7.2. Record Keeping**

**CP-4.7.2.1.** All relevant documents, notes, reports, and back-up materials are to be kept in 2626 OHSC Shared Drive, in the relevant subfolders. No document shall be deleted.

**CP-4.7.2.2.** The HSO is responsible for creating a folder for each mandate containing:

- i. The Annual Report for the previous mandate as presented at the AGA
- ii. The annual inspection report provided by the Employer
- iii. The Action Plan or mandate for the current mandate
- iv. All committee and inspection reports, and any other relevant document, for the duration of the mandate

**CP-4.7.2.3.** Folders and files for ongoing projects started in the previous mandate should be moved to the folder for the current mandate, until the project is finished.

**CP-4.7.2.3.** All votes will be recorded in the meeting minutes.

## **CP-4.7.3. Communication within the Committee**

**CP-4.7.3.1.** The HSO is responsible for maintaining regular contact with 2626 OHSC members and shall maintain an ongoing list of every delegate and their contact information.

**CP-4.7.3.2.** All communications related to the official business of the 2626 OHSC are not to be deleted nor shared outside of the 2626 OHSC, without the permission of the Chair of the committee.

## **CP-4.8. VACANCIES**

**CP-4.8.1.** If emails sent from HSO to a delegate receive no reply after three consecutive attempts within a span of 2 (two) weeks, the position shall be considered vacant and advertised in the following monthly newsletter.

**CP-4.8.2.** If a delegate fails to attend two (2) consecutive meetings of the 2626 OHSC without sending notice or justification to the HSO, the position shall be considered vacant and advertised in the following monthly newsletter.

#### **CP-4.9. RECOMMENDED AND MANDATORY TRAINING**

**CP-4.9.1.** The following training will be mandatory for all new delegates:

- i. University of Ottawa's Inspection Workshop
- ii. University of Ottawa Health and Safety Committee Member Orientation (6 Modules)
- iii. Ongoing 2626 OHSC training, as determined by the HSO.

**CP-4.9.2.** The following training is recommended for all delegates:

- i. CUPE National's Health and Safety Learning Series
- ii. Committee-specific University of Ottawa training (e.g., Lab Safety Training)

#### **CP-4.9.3. Certified Member Training**

**CP-4.9.3.1.** The Certified Member Training consists of two parts; part one is accredited theory-based health and safety training, and Part 2 is accredited sector-specific health and safety training.

**CP-4.9.3.2.** At least one delegate per unit shall receive Certified Member Training. Should additional delegates wish to take this training, the HSO officer shall make the determination and communicate with the Office of Risk Management accordingly.

#### **CP- 4.10. OTHER APPLICATION POLICIES and LEGISLATION**

- The Occupational Health and Safety Act (OHSA)
- Terms of Reference (TOR)
- Collective Agreements for Units 0, 1, and 3

#### **CP- 4.11. RATIFICATION AND APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023.*

*Approval by the General Assembly pending.*

## **CP-5 Hiring Committee (HC)**

### **CP-5.1. MANDATE**

**CP-5.1.1.** The Hiring Committee is an ad hoc committee invoked in times when there is a personnel vacancy. This committee shall

- i. Develop and publicize a job posting for a personnel vacancy;
- ii. Develop evaluation criteria;
- iii. Develop interview questions;
- iv. Schedule and conduct job interviews;
- v. Make a hiring recommendation to the Executive Board.

All decisions of Hiring Committees must be ratified by the Executive Board at the meeting subsequent to any recommendation being made.

### **CP-5.2. DEFINITIONS**

For the work of the HC, these terms will be used as defined below to avoid confusion:

**HC** = Hiring Committee                      **EB** = Executive Board

**SOLIDARIA:** Bargaining unit representing the Employees of CUPE 2626

### **CP- 5.3. APPLICATION AND ENFORCEMENT**

As hiring manager, the President of the Local is responsible for ensuring the application and enforcement of this policy, the CUPE 2626 Bylaws, the Collective Agreements, the CUPE National Constitution, and any other applicable policies or legislation including but not limited to those specified in article CP-5.9 within the HC and throughout its activities.

### **CP-5.4. COMPOSITION OF THE HC**

**CP-5.4.1.** The HC is composed of the President (hiring manager), at least one representative from Solidaria, and a minimum of one and maximum of three other EB member(s). The committee shall not exceed five (5) members.

**CP-5.4.1.1.** Should an EB member intend to apply for the vacancy, they shall be excluded from the hiring committee.

**CP-5.4.1.2.** Pursuant to CP-5.4.1.1, should the President intend to apply for the vacancy, the Vice-President shall act as the Hiring Manager.

**CP-5.4.2.** EB members, save the President, are appointed to the HC by a simple majority vote at an EB meeting.

**CP-5.4.3.** The committee shall internally appoint an officer to create an evaluation spreadsheet, contact candidates to schedule an interview, send out interview invites, and share interview questions with candidates. This officer is also responsible for ensuring that minutes and other records of the Committee are properly kept and filed.

**CP-5.4.4.** Each member of the committee shall be a voting member.

## **CP- 5.5. RESPONSIBILITIES WITHIN THE HC**

### **CP-5.5.1. Responsibilities of the President within the HC**

As hiring manager, the President:

**CP-5.5.1.1.** Acts as the Chair of the HC and calls its meetings;

**CP-5.5.1.2.** Ensures that all responsibilities and duties of the HC are met;

**CP-5.5.1.3.** Must attend all HC meetings, evaluate and interview candidates, and prepare informal recommendations for hiring;

**CP-5.5.1.4.** Conduct reference verifications;

**CP-5.5.1.5.** Must create a training schedule in collaboration with the relevant stakeholders;

**CP-5.5.1.6.** Must prepare and ensure the signature, completion, and appropriate archiving of all documents, including a letter of offer and the Oath of Confidentiality. Any accommodations or conditions of employment shall be written in a Memorandum of Understanding.

**CP-5.5.1.7.** Can delegate the aforementioned tasks to HC members as needed.

### **CP- 5.5.2. Responsibilities of the Solidaria Representative(s) within the HC**

The Solidaria Rep(s) must:

**CP-5.5.2.1.** Attend all HC meetings, evaluate and participate in interviewing candidates, and prepare informal recommendations for hiring.

**CP-5.5.2.2.** Ensure the HC respects the Solidaria Collective Agreement.



### **CP-5.5.3. Responsibilities of other EB members appointed to the HC**

The EB member(s) appointed to the HC must:

**CP-5.5.3.1.** Attend all HC meetings, evaluate and interview candidates, and prepare informal recommendations for hiring.

**CP-5.5.3.2.** Complete tasks delegated to them by the President.

### **CP-5.6. POWERS**

The HC has the power to establish the hiring criteria and posting for open positions. It also has the power to evaluate and interview candidates, including reference checks.

### **CP-5.7. PROCEDURES**

All positions must first be offered to Solidaria members, per article 15.2 of the Solidaria Collective Agreement. Should no present member of Solidaria express interest in the vacancy, then the HC follows the procedures outlined below:

#### **CP-5.7.1. Striking the committee**

Upon receipt of a resignation letter from a current member of Solidaria, or upon receipt of a notice pursuant to article 21.3 (hereafter referred to as “the notice”) of the Solidaria CA, the President shall:

**CP-5.7.1.1.** Inform the Recording Officer to add an item to the agenda for the next EB meeting to form the HC and discuss requirements and qualifications for the position.

**CP-5.7.1.2.** Should no EB meeting be scheduled within two weeks of the receipt of the notice, the President shall call a Special EB meeting to take place no later than ten (10) business following receipt of the notice.

#### **CP- 5.7.2. Appointment to the committee**

Appointments to the HC shall follow the stipulations in article CP-5.4.

#### **CP- 5.7.3. Development and posting of job posting**

**CP- 5.7.3.1.** The job posting shall:

- i. Be published on CUPE 2626 letterhead
- ii. Be bilingual, with the French version first
- iii. Follow the template in **Appendix CP-5A1: [Job Posting Template](#)**

**CP- 5.7.3.2.** The job posting shall be listed on a minimum of three platforms using official CUPE 2626 accounts for employers.

**CP- 5.7.3.2.1.** Of these, it is mandatory to circulate the posting in the CUPE 2626 newsletter and through the interunion.

**CP- 5.7.3.2.2.** Other platforms include but are not limited to:

- Government of Canada Job Bank (JobBank)
- Canadian Association of Labour Media (CALM)
- LinkedIn
- Charity Village
- Not your Average Law (for the Legal Coordinator only)

**CP- 5.7.3.2.3.** Should these platforms require payment for posting, the HC may, should it deem it necessary, propose said cost to the EB for approval.

**CP- 5.7.4. Development of CV and Cover Letter Evaluation Criteria (See Appendix CP-5A2: [CV and Cover Letter Evaluation Criteria Template](#))**

**CP- 5.7.4.1.** Before evaluating applicants' CVs and Cover letters, the committee needs to *review or establish*:

- i. An evaluation rubric, based on the qualifications listed in the job posting
- ii. The weighting of the rubric categories;
- iii. Overall minimum scores needed to meet the short-list threshold (all-but-certain interview candidates) and the consideration threshold (possible interview candidates), to be based on the weighted average score assigning to each applicant by members of the committee; and
- iv. Minimum scores needed within core qualification categories to be based on the average score members of the committee end up assigning to each applicant.

**CP- 5.7.4.2.** During the evaluation of the applicants:

- i. Each member of the committee should review each application independently of other members of the committee;
- ii. Scores of 0-4 should be assigned to each of the categories, based solely on the information provided in the applicants' CV and cover letter to screen out unqualified candidates and to identify qualified ones. Generally speaking, a value of '0' equates to no experience, a '1' equates to familiarity but little practical experience, a '2' equates to some practical experience, a '3' equates to what we expect of someone performing the job, and '4' equates to exceptional experience.
- iii. After all the evaluations are completed, the committee should reconvene to review the scores for anomalies (on the high end and low end of the potential interview

range), to flag any applicants known to the committee whose aims may not be compatible with those of the Local and to decide on the final interview list

#### **CP- 5.7.5. Development of interview questions**

The HC shall review or establish between five (5) and eight (8) questions, and two (2) situational questions. Half the questions should be in French, and the other half in English. For each question, the committee will establish expected responses, the competencies being assessed, and a rating scale.

#### **CP-5.7.6 Scheduling and Conduct of Interviews**

##### **CP- 5.7.6.1. Scheduling of interviews**

**CP- 5.7.6.1.1.** Interviews will be scheduled for 90 minutes each to allow the committee time to debrief afterwards.

**CP- 5.7.6.1.2.** Interviews may be conducted virtually or in-person, with consideration given to accessibility or applicants, the availability of HC members, and any other factors deemed relevant by the committee.

**CP- 5.7.6.1.3.** The HC shall designate a member of the committee to contact candidates selected for interview. Members of the HC shall inform said designate of their availability and candidates will be offered time slots in order, based on the HC's rating.

##### **CP-5.7.6.2. Conduct of interviews**

**CP-5.7.6.2.1.** The interview questions will be sent by a designated member of the HC to the candidate 15 minutes before the start time of the interview.

**CP-5.7.6.2.2.** One member of the HC should ask the questions in English, and another member of the HC in French. All members of the HC should take notes during the interview.

**CP-5.7.6.2.3.** After the initial questions, the candidate should be given 15 minutes to work on the situational questions.

#### **CP- 5.7.7. Review and Selection of Applicants**

**CP- 5.7.7.1.** Following each interview, members of the HC should write a summary of their impressions and scores. After the completion of the interviews, the HC shall meet to discuss their results and select two candidates for reference verification.

**CP- 5.7.7.2.** Following receipt of the reference verifications, the HC shall meet to review their results and make a final selection. This vote of the HC must be ratified by a 51% majority vote.

#### **CP- 5.7.8. Recommendation to EB**

At the EB meeting following the HC's final decision, the Chair of the committee shall present at the next EB meeting the following motions:

*That CUPE 2626's Hiring Committee, struck on [DATE] for the hiring of the new [POSITION], recommends that [NAME OF SUCCESSFUL CANDIDATE] be hired as [POSITION].*

*That [NAME OF SUCCESSFUL CANDIDATE] be hired for a [PERMANENT or TEMPORARY] contract, as per the posting published for the position.*

Should the motion be unsuccessful, the EB may recommend to restart the hiring process.

#### **CP- 5.7.9. Completion of Hiring Report**

Once the candidate has signed the letter of offer, the HC will collaboratively prepare a report which must include, but is not limited to:

- i. The context surrounding the striking of the committee;
- ii. The members of the committee;
- iii. Where the job posting was posted, and any costs incurred, and for how long;
- iv. How many applications were received, including the number of incomplete applications;
- v. How many candidates were interviewed;
- vi. How many candidates were selected for reference verification; and
- vii. Recommendation to the EB and result of the vote.

The report shall be saved to HC Shared Drive.

#### **CP- 5.8. CONFIDENTIALITY**

**CP- 5.8.1.** All discussions of the HC are privileged and shall be held in camera.

**CP- 5.8.2.** In an effort to promote equity and fairness, the Local shall strive to proceed transparently in hiring, with due regard to applicants' confidentiality.

**CP- 5.8.3.** Members of the committee will declare any conflicts of interest and abstain from such discussions.

#### **CP- 5.8. BILINGUALISM AND ACCESSIBILITY**

**CP-5.8.1.** All HC documents, with the exception of informal individual recommendations of committee members for hiring, will be provided in both languages.

**CP-5.8.2.** Interview questions alternate between English and French, with equal representation of both official languages. Should there be an uneven number of questions, French

**CP-5.8.3.** Accommodations will be provided to candidates upon their request.

## **CP- 5.9 OTHER APPLICABLE POLICIES AND LEGISLATION**

The HC shall ensure that the hiring process complies with:

- The Solidaria Collective Agreement
- The Employment Standards Act (ESA)
- The Ontario and Canada Human Rights Codes (OHRC and CHRC)
- The Ontario Labour Relations Act (OLRA)

## **CP-5.10. RATIFICATION AND APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023.*

*Approval by the General Assembly pending.*

## **CP-6 Bylaw Revision Committee (BRC)**

### **CP- 6.1. MANDATE**

**CP- 6.1.1.** The Bylaws Revision Committee is a standing committee that shall act as an intermediary to:

- a. Oversee, change, and update the Local's Bylaws (upon membership approval);
- b. Conduct consultations with the membership regarding the Local's Bylaws and record potential suggestions for modifications;
- c. Record all alterations to the Local's Bylaws in a track-change format;
- d. Prepare all relevant documents regarding bylaws modifications to present at a GA where a vote on the proposed modifications will be held;
- e. Ensure that the Local's Bylaws are consistent with current practices;
- f. Maintain a policy log and update it as needed.

**CP- 6.1.2.** The Bylaws Revision Committee should meet at least once a month. The Committee may meet more frequently if deemed necessary by the Recording Officer.

### **CP- 6.2. DEFINITIONS**

For the work of the BRC, these terms will be used as defined below to avoid confusion:

<b>UC</b> = Union Coordinator	<b>EB</b> = Executive Board	<b>EE</b> = Equity and Education Officer
<b>PR</b> = President	<b>RO</b> = Recording Officer	<b>MIGS</b> = Member in Good Standing

### **CP-6.3. COMPOSITION**

**CP- 6.3.1.** The committee is composed of the President, the Recording Officer, the Member in Good Standing, and the Equity and Education Officer.

**CP- 6.3.2.** Members at large may be appointed by the Chair of the BRC.

**CP- 6.3.3.** The Union Coordinator supports the work of the committee.

### **CP- 6.4. APPLICATION AND ENFORCEMENT**

**CP- 6.4.1.** The Chair of the BRC is responsible for ensuring the application and enforcement of this policy within the BRC and throughout its activities, as well as the CUPE 2626 Bylaws, the Collective Agreements, and the CUPE National Constitution.

## **CP- 6.5. RESPONSIBILITIES WITHIN THE BRC**

### **CP- 6.5.1. Responsibilities of the Recording-Officer within the BRC**

**CP- 6.5.1.1.** The RO is the Chair of the BRC.

**CP- 6.5.1.2.** The RO calls the meetings of the BRC and creates its agenda in collaboration with the UC.

**CP- 6.5.1.3.** The RO ensures that members of the BRC fulfill their tasks in compliance with specifications stipulated in CP- 6.1

**CP- 6.5.1.4.** The RO presents reports at EB meetings, Steward's Councils, and General Assemblies.

### **CP- 6.5.2. Responsibilities of the President within the BRC**

**CP- 6.5.2.1.** The President attends meetings of the BRC.

**CP- 6.5.2.2.** The President replaces the RO when the RO is not in a position to fulfill their responsibilities within the BRC.

### **CP-6.5.3. Responsibilities of the Member in Good Standing within the BRC**

**CP-6.5.3.1.** The MIGS attends meetings of the BRC.

**CP-6.5.3.2.** The MIGS provides the membership's perspective for the discussions and decisions in relation to bylaw modifications.

**CP-6.5.3.3.** The MIGS is responsible for reviewing relevant documents prior to their presentation at BRC meetings, participating in discussions related to BRC matters, and assisting in research and consultation with the membership when required.

**CP-6.5.3.4.** The MIGS may provide administrative support if other BRC members cannot fulfil their duties.

### **CP-6.5.4. Responsibilities of the Equity and Education Officer within the BRC**

**CP-6.5.4.1.** The Equity and Education Officer attends meetings of the BRC.

**CP-6.5.4.3.** The Equity and Education Officer is responsible for reviewing relevant documents prior to their presentation at BRC meetings, participating in discussions related to BRC matters, and assisting in research and consultation with the membership when required.

**CP-6.5.3.4.** The Equity and Education Officer may exceptionally provide administrative support if other BRC members cannot fulfil their duties.

## **CP- 6.6. PROCEDURES**

**CP- 6.6.1.** The Chair of the BRC sets the agenda in collaboration with the UC. Members of the BRC must forward matters to discuss to the Chair of the BRC in a timely manner prior to a scheduled meeting.

**CP- 6.6.2.** Minutes are to be taken by the UC; when the UC is unavailable, minutes will be taken by a member of the BRC.

**CP- 6.6.2.1.** Attendance and votes shall be recorded within the minutes.

**CP- 6.6.3.** Quorum for the BRC is three (3) voting members in attendance.

**CP- 6.6.4.** All relevant documents, notes, and back-up materials are to be kept in the Governing and Legal Documents Shared Drive, in the relevant subfolders.

**CP- 6.6.4.1.** Emails, communications, and other materials pertaining to the BRC are not to be deleted.

**CP- 6.6.5.** In accordance with Article 21.2.1 of the CUPE 2626's bylaws, all modifications to the bylaws shall be shared with the membership for approval at least sixty (60) days before the AGA or the RGA at which the vote on the proposed modifications will be held. Alternatively, a notice of motion of the modifications to be made to the Bylaws can be given at a general membership meeting held at least seven (7) days prior to the AGA or the RGA at which the vote on the proposed modifications will be held.

**CP- 6.6.6.** Prior to any round of revisions, the BRC shall consult with the unit 1 and unit 3 representatives.

## **CP- 6.7. OTHER APPLICABLE POLICIES**

- CUPE National Constitution

## **CP- 6.9. RATIFICATION AND APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023.*  
*Approval by the General Assembly pending.*



## **CP-7 Bargaining Committees (BC)**

### **CP-7.1. MANDATE**

**CP-7.1.1.** Per Appendix E of the CUPE 2626 Bylaws, the Executive Board is responsible for conducting preliminary work including but not limited to the development, distribution, and analysis of a bargaining survey among the membership to inform the development of a Bargaining Mandate. Each Bargaining Committee, subject to Appendix E of the CUPE 2626 Bylaws, receives its mandate from the GA. When the GA agrees to enter negotiations and approves the mandate, the committee will be struck.

**CP-7.1.2.** In times of bargaining, the Bargaining Committee is responsible for:

- a. Drafting and sending the Notice to Bargain;
- b. Conducting a thorough review of the current collective agreement;
- c. Conducting any necessary research to inform or support the development of proposals;
- d. Drafting non monetary and monetary proposals;
- e. Exchanging proposals and negotiating with the employer;
- f. Providing a mandate to the Bargaining Support Committee (CP-8) and overseeing its activities;
- g. Should negotiations stall, recommending a strike vote to the Executive Board in accordance with Article 18 of the CUPE 2626 bylaws.

**CP-7.1.3.** The Chair of the BC must report on the committee's activities and the progress of negotiations at each EB meeting, SC, and GA.

**CP-7.1.4.** The BC shall meet regularly, at the frequency determined necessary by the Chair of the committee and the CUPE National Representative.

**CP-7.1.5.** Prior to the ratification referendum of a Collective Agreement, each BC shall prepare a ratification kit destined for the membership which includes:

- i. An introduction to the context of the negotiations;
- ii. An executive summary of:
  - This round's objectives;
  - This round's accomplishments and challenges;
- iii. A copy of the Memorandum of Settlement; and
- iv. A copy of all signed proposals;

**CP-7.1.6.** After the ratification of a Collective Agreement, each BC will prepare a report destined for the EB, which must include:

- i. The name of the Chair of the BC, those of all members who took part in collective bargaining, and that of the CUPE representative assigned to our Local;
- ii. The name of the Lead or Co-Lead Negotiators and those of all other members of the Employer's Bargaining Committee;
- iii. Recommendations for the next round of bargaining concerning what went well or poorly, what was left aside, what could not be obtained, clauses and articles on which concessions can never be made, as well as avenues to explore; and
- iv. The number of hours worked by each member of the committee.

**CP-7.1.7.** These reports shall be stored on the BC's Shared Drive in the appropriate folder, and a copy will be sent to the CUPE National representative assigned to our Local.

## **CP-7.2. DEFINITIONS**

For the work of the BC, these terms will be used as defined below to avoid confusion:

**UC** = Union Coordinator

**EB** = Executive Board

**BC**=Bargaining Committee

**GA**= General Assembly

**SC**= Steward's Council

## **CP-7.3. COMPOSITION and ELECTIONS**

### **CP-7.3.1. Composition**

**CP-7.3.1.1** Each BC is composed of a minimum of seven (7) members.

**CP-7.3.1.1.1.** The Unit 0 (academic workers) BC is composed of the CUPE National Representative, the President of the local, an elected Chair, and five (5) 2626-0 members.

**CP-7.3.1.1.2.** The Unit 1 (Lifeguards) BC is composed of the CUPE National Representative, the President of the local, the 2626-1 representative, an elected Chair, and four (4) 2626-1 members.

**CP-7.3.1.1.3.** The Unit 3 (Residence Life Workers) BC is composed of the CUPE National Representative, the President of the local, the 2626-3 representative, an elected Chair, and four (4) 2626-3 members.

**CP-7.3.1.2.** All members are voting members.

**CP-7.3.1.3.** The position of Chair requires a minimum Degree of Functionality A in one of the two official languages, and Degree of Functionality B in the second official language, as defined in Article 3.3 of the CUPE 2626 Bylaws.

### **CP-7.3.2. Elections**

**CP-7.3.2.1.** Subject to Article 11 of the CUPE 2626 bylaws, the Chair of the BC and its members are elected by the AGA.

**CP-7.3.2.2.** Subject to the directives given in Appendix C.6 of the CUPE 2626 Bylaws, elections by interim can take place at a special SC meeting.

**CP-7.2.2.3.** The EB has the power to appoint by interim members of the BC when:

- i. Management notifies the Union that it decides to return to the negotiating table within the period of three (3) months preceding the expiration of the Collective Agreement;
- ii. The AGA decided to renew the Collective Agreement; and
- iii. It is not possible to hold a SC meeting within a reasonable delay.

**CP-7.2.2.4.** The Chair of the BC has the power to appoint a member by interim when a position on the BC becomes vacant.

### **CP- 7.4. APPLICATION AND ENFORCEMENT**

The Chair of each BC is responsible for ensuring the application and enforcement of this policy within the BC and throughout its activities, as well as the CUPE 2626 Bylaws, the Collective Agreements, and the CUPE National Constitution.

### **CP- 7.5. RESPONSIBILITIES WITHIN THE BC**

#### **CP-7.5.1. Responsibilities of the Chair**

In addition to the responsibilities stipulated in Article 10.13 of the CUPE 2626 Bylaws,

**CP-7.5.1.1.** The Chair works in collaboration with the UC to:

- a. Set the agenda for internal committee meetings and call the meetings of the BC
- b. Ensure the proper organization of the Shared Drive and any paper records

**CP-7.5.1.2.** The Chair also:

- a. Communicates with the employer
- b. Liaises with the CUPE National Representative
- c. Ensures the proper delegation and completion of work by BC members.

#### **CP-7.5.2. Responsibilities of BC members**

All BC members are expected to:

- a. Attend internal committee meetings and meetings with the employer;
- b. Fulfil the duties and complete tasks delegated to them by the Chair or CUPE National Representative.

**CP-7.5.3.** The CUPE National Representative is Co-Lead negotiator with the Chair and provides ongoing feedback and guidance to the committee. They help organize training for the BC, liaise with the Sector Team, and coordinate

**CP-7.5.4.** The UC supports the work of each BC and acts as their resource person.

#### **CP-7.5.5. Training**

All BC members must attend the CUPE National Preparing for Bargaining and At the Bargaining Table training, and any other training recommended by the CUPE National Representative.

### **CP-7.6. POWERS**

#### **CP-7.6.1. Creation of Ad Hoc committees**

**CP-7.6.1.1.** Subject to Article 9 of the CUPE 2626 Bylaws, the BC has the authority to create by way of majority vote an Ad hoc committees to study issues deemed important.

**CP-7.6.1.2.** The Chair of the BC must advise members of the EB of the creation of such a committee and of its reason for being at the EB meeting following the creation of the committee.

**CP-7.6.1.3.** The report of the Ad hoc committee, once adopted, will be given to the Recording Officer to be kept in the archives of CUPE 2626.

#### **CP-7.6.2. Financial decisions**

**CP-7.6.2.1.** When a motion is presented with financial implications, BC members must vote for the approval.

**CP-7.6.2.2.** For the motion to be approved, the vote must pass by  $\frac{2}{3}$  majority.

**CP-7.6.2.3.** If the motion passes, the Chair of the BC must inform the Secretary-Treasurer of the amount and the purpose within 3 business days and present the motion for approval to the EB.

**CP-7.6.2.4.** The Executive Board of the Local has final approval over the expenditure of financial resources for bargaining purposes, subject to the bylaws of the Local and policy FP-1 (Defence Fund policy).

#### **CP-7.6.2.5. Cost-Shares with CUPE National**

**CP-7.6.2.5.1.** The BC may, in collaboration with the CUPE National Representative and the Secretary-Treasurer, initiate cost-share applications to CUPE National to support bargaining and strike readiness campaigns.

**CP-7.6.2.5.2.** The Chair of the BC must present the completed application to the EB for approval prior to submitting it to CUPE National.

#### **CP-7.6.3. Mediation, Arbitration, and Conciliation**

**CP-7.6.3.1.** The BC has the power to, by way of majority vote, file for mediation, arbitration, or conciliation.

**CP-7.6.3.2.** Should negotiations require mediation, arbitration, or conciliation, the cost shall be shared at 50% with the employer. The BC shall inform the Secretary-Treasurer of such an occurrence as soon as possible.

#### **CP-7.6.4. Other Powers**

**CP-7.6.4.1.** The BC has the power to establish its own strategies to adequately fulfil its mandate, provided that those strategies are adopted by members of the BC by a majority vote.

**CP-7.6.4.2.** In addition to the mandate it receives from the GA, each BC can do additional research and analysis to prioritize requests made by members.

**CP-7.6.4.3.** Upon recommendation to the President and Equity and Education officer, the BC may suggest training for the EB and/or particular committees offered by CUPE National. In particular, in the context of strike readiness, the BC may recommend the Preparing for a Successful Strike training.

**CP-7.6.4.4.** In accordance with Article 18 of the CUPE 2626 Bylaws, the BC has the power to call a strike vote.

**CP-7.6.4.5.** The BC has the power to determine if an agreement in principle has been reached and to communicate this to the membership. Accordingly, the BC has the power to call for a ratification vote.

## **CP- 7.7. PROCEDURES**

### **CP-7.7.1. Internal Meetings**

**CP-7.7.1.1.** The Chair of the BC sets the agenda in collaboration with the UC. Members of the BC must forward matters to discuss to the Chair of the BC in a timely manner prior to a scheduled meeting. The agenda must be circulated to the committee at least forty-eight (48) hours before a scheduled meeting.

**CP-7.7.1.2.** Meeting minutes are taken by the UC. If the UC is unavailable, the Chair will designate a member of the committee as minute-taker.

**CP-7.7.1.3.** All members of the BC are expected to attend committee meetings. If a member can not attend a meeting, they must inform the Chair as soon as is reasonably possible. Attendance will be recorded in the minutes and absences will be recorded as motivated or unmotivated.

#### **CP-7.7.1.4. Quorum**

**CP-7.7.1.4.1.** To be deemed official, the quorum for a meeting with the Employer is three (3) members, one of which must be the CUPE National representative assigned to our Local, or the Chair of the BC.

**CP-7.7.1.4.2.** The Quorum for a BC meeting at which final decisions are made is four (4) members, one of which must be the Chair of the BC or the CUPE National representative assigned to our Local.

### **CP-7.7.2. Record-keeping**

Bargaining files, committee communications, and all associated files are confidential in nature and must be retained for future reference.

**CP-7.7.2.1.** For each round of bargaining, a new folder will be created on the Shared Google Drive. This folder shall contain all BC-related files, documents, communications, research, and notes organized in the relevant subfolders.

**CP-7.7.2.2.** If there are any printed files, these should be digitized as soon as possible and the originals shredded, save and except signed proposals and notes kept in a bargaining binder by the CUPE National Representative, the Chair, or the UC which should be archived in perpetuity.

**CP-7.7.2.3.** Emails, communications, and other materials pertaining to the BC are not to be deleted. Email communications between the Chair and the Employer, and any affiliated or attached documents, must be saved to the Shared Drive.

**CP-7.7.2.4.** All versions of proposals shall be kept in separate folders dated with the day they were exchanged with the employer.

**CP-7.7.2.5.** All members of the committee, save the Co-Lead negotiators, must take notes during meetings with the employer. Copies of these notes must be saved to the relevant subfolder on the Shared Drive.

### **CP-7.7.3. Communication within the committee**

**CP-7.7.3.1.** The BC communicates internally via their group email account; this account is for internal use only. The CUPE National Representative shall be cc'ed on all communications.

**CP-7.7.3.2.** When copying the BC in emails to outside parties, the BC group email address shall be included in blind carbon copy (BCC) only.

### **CP-7.7.4. Conduct of Negotiations**

**CP-7.7.4.1.** At the outset of negotiations, the BC shall establish with the Employer the format for exchanging proposals and the location and timing of meetings.

**CP-7.7.4.2.** As a general rule, the non-monetary package will be exchanged prior to the monetary package.

### **CP-7.8. OTHER PROVISIONS**

**CP-7.8.1.** For further clarity, the Chair of the BC and the CUPE National Representative shall be Co-Lead Negotiators.

**CP-7.8.2.** Subject to Article 13.3, positions on the BC are paid positions. Members of 2626-1 and 2626-3 are excluded from this clause.

**CP-7.8.3.** When a decision is reached via a majority vote of members of the BC, all members must respect this decision.

### **CP- 7.9. CONFIDENTIALITY**

**CP- 7.9.1** All information related to bargaining given to any member, officer, representative or employee of CUPE 2626 will be treated in a confidential manner.

**CP- 7.9.2** The membership has a right to be informed of the progress of negotiations, as well as bargaining priorities. However, the BC must exercise caution in deciding what to share outside the committee during negotiations. As a general rule, bargaining proceedings should remain confidential and unsigned proposals should not be released to the membership.

**CP- 7.9.3** Should the BC decide to endeavour for open bargaining, an agreement to this effect must be negotiated with the employer.

### **CP- 7.10. BILINGUALISM**

BC Members and guests have the right to express themselves in the official language of their choice in meetings and communications.

### **CP- 7.11. OTHER APPLICABLE POLICIES AND LEGISLATION**

#### **CP- 7.11.1. Internal Policies:**

- CP-8 Bargaining Support Committee(s)
- CP-9 Strike Committee
- FP-1 Defence Fund
- OP-4 Strike Policy
- CUPE 2626 Collective Agreement(s)

#### **CP 7.11.2. Legislation:**

- Ontario Labour Relations Act (OLRA)
- Employment Standards Act (ESA)
- Canada Labour Code

### **CP- 7.12. RATIFICATION AND APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023.*

*Approval by the General Assembly pending.*



## **CP-8 Bargaining Support Committees (BSC)**

### **CP-8.1. MANDATE**

**CP-8.1.1.** The Bargaining Support Committee is an ad hoc committee invoked in times when the Local is undertaking bargaining for the renewal of any of its Collective Agreements. This committee shall:

- a. Organize among the membership, the University, and the community in support of the Local's aims in bargaining;
- b. Create strategies and campaigns aimed at building general membership support and activism around the bargaining process;
- c. Provide feedback to the Bargaining Committee that created it about members' experiences and goals during negotiations;
- d. Plan events and activities in support of the Bargaining Committee that created it;
- e. Assist with communications for the BC;
- f. Organize and mobilize members for strike;
- g. Assist with any research required by the Bargaining Committee that created it.

**CP-8.1.2.** The BSC shall report to their respective Bargaining Committee.

**CP-8.1.3.** The BSC shall meet at least twice a month. The Committee may meet more frequently if deemed necessary by the Chair of the BSC.

**CP-8.1.4.** In the event a strike is undertaken or under direction from the Bargaining Committee that coordinates its activities, the BSC will be converted into a Strike Committee until an agreement is reached and ratified by both parties. At such a time, the Chair of the BSC must prepare and submit a report on the committee's activities in writing to the Chair of the elected Bargaining Committee.

**CP-8.1.5.** In the event that an agreement is reached and ratified by both parties, the BSC will be dissolved. At such a time, the Chair of the BSC must prepare and submit a report on the committee's activities in writing to the Chair of the elected Bargaining Committee.

### **CP- 8.2. DEFINITIONS**

For the work of the BSC, these terms will be used as defined below to avoid confusion:

**BSC** = Bargaining Support Committee    **EB** = Executive Board

**BC** = Bargaining Committee

**CMC** = Communications and Mobilization Committee

**UC** = Union Coordinator

### **CP- 8.3. COMPOSITION**

**CP- 8.3.1.** The BSC is composed of a minimum of six (6) members, with no maximum. Positions within the BSC include but are not limited to Chair of the BSC, Bargaining Communications Lead, Bargaining Finances Lead, Bargaining Member Outreach and Organization Lead, Bargaining Community Outreach Lead, and Member Organizer and Mobilizer.

**CP- 8.3.2.** The Union Coordinator supports the work of the committee.

**CP- 8.3.3.** The composition of the BSC and the tasks of each member may be modified by the elected Bargaining Committee depending on the operational needs of the local.

### **CP- 8.4. NOMINATION OF MEMBERS TO THE BSC**

**CP- 8.4.1.** Within 10 (ten) working days following the creation of the BSC, the Chair of the Bargaining Committee that created it shall appoint a member to serve as Chair of the BSC.

**CP- 8.4.2.** Members of the BSC shall be appointed by the Chair of the Bargaining Committee that created it or by the Chair of the BSC.

### **CP- 8.5. APPLICATION AND ENFORCEMENT**

**CP- 8.5.1.** The Chair of the BSC is responsible for ensuring the application and enforcement of this policy within the BSC and throughout its activities, as well as the CUPE 2626 Bylaws, the Collective Agreements, and the CUPE National Constitution.

### **CP- 8.6. RESPONSIBILITIES WITHIN THE BSC**

All members of the BSC must undergo campaign and organizing training offered by CUPE National and representatives from the Ontario University Worker Coordinating Committee (OUWCC).

#### **CP-8.6.1. Responsibilities of the Chair of the Bargaining Support Committee**

**CP-8.6.1.1.** The Chair of the BSC is the first person in charge of the BSC and its official spokesperson.

**CP-8.6.1.2.** The Chair of the BSC must ensure the BSC is abreast of the progress of negotiations and needs of the Bargaining Committee through frequent and regular communications with the Chair of the elected Bargaining Committee.

**CP-8.6.1.3.** The Chair of the BSC must ensure as much as possible that the mandate of the BSC is respected.

**CP-8.6.1.4.** The Chair of the BSC will delegate tasks to BSC members in accordance with the needs of the Bargaining Committee, the expertise of each BSC member, and the operational needs of the local.

**CP-8.6.1.5.** The Chair of the BSC must report weekly the BSC's activities to the Chair of the elected Bargaining Committee.

**CP-8.6.1.6.** In the event a strike is undertaken, the Chair of the BSC becomes the Chair of the Strike Committee and will act as a strike manager.

#### **CP-8.6.2. Responsibilities of the Bargaining Communications Lead (BCL)**

**CP-8.6.2.1.** The BCL is the primary point of contact for any and all communications related to bargaining.

**CP-8.6.2.2.** The BCL will communicate regularly with the Chair of the Communication and Mobilization Committee (the Vice-President) and can attend Communications and Mobilization committee meetings when required.

**CP-8.6.2.3.** The BCL will, with the assistance of the BSC and elected Bargaining Committee (where required), draft and/or review all internal and external communications with the membership regarding bargaining including but not limited to: social media posts, bargaining newsletters, promotional flyers and handouts, special communiqués, video updates, and press releases.

**CP-8.6.2.4.** The BCL will forward all media requests regarding negotiations to the chair of the elected Bargaining Committee and respond collaboratively to said requests.

**CP-8.6.2.5.** In the event a strike is undertaken, the BCL becomes the Strike Communications Lead.

#### **CP-8.6.3. Responsibilities of the Bargaining Finances Lead (BFL)**

**CP-8.6.3.1.** The BFL is responsible for overseeing and reporting on the financial needs of the elected Bargaining Committee and BSC to the Secretary-Treasurer (e.g. budgets for communication and educational events, printing materials, special membership meetings, etc).

**CP-8.6.3.2.** The BFL is responsible for liaising with CUPE National about strike payment processes.

**CP-8.6.3.3.** The BFL will fulfill all other tasks deemed necessary by the Secretary-Treasurer for the good working order of the elected Bargaining Committee and negotiations.

**CP-8.6.3.4.** With the Secretary-Treasurer, the BFL is responsible for overseeing the disbursement of the Defence Fund.

**CP-8.6.3.5.** In the event a strike is undertaken, the BFL will become the Strike treasurer and work directly with the local's Secretary-Treasurer on all matters related to strike finances and take direction from the Secretary-Treasurer when given.

**CP-8.6.3.6** The BFL is responsible for coordinating and filing, in collaboration with the National Representative assigned to the local, cost-share applications to CUPE National.

#### **CP-8.6.4. Responsibilities of the Bargaining Member Outreach and Organization Lead (BMOOL)**

**CP-8.6.4.1.** The BMOOL will help educate members on the collective bargaining process and the key dates and events of the collective bargaining process as they unfold.

**CP-8.6.4.2.** The BMOOL activities will include but are not limited to: face-to-face and/or telephone canvassing; electronic outreach via Zoom, Skype, or equivalent; small group discussions with members; assisting with the creation of email/website content; and assisting with the production of posters/other promotional media.

**CP-8.6.4.3.** In the event a strike is undertaken, the BMOOL becomes the Strike Committee member organizer.

#### **CP-8.6.5. Responsibilities of the Bargaining Community Outreach Lead (BCOL)**

**CP-8.6.5.1.** The BCOL will maintain frequent communication with the wider university community, community partners and organizations, and any other relevant stakeholders. This includes but is not limited to: other unions on campus, other CUPE locals in the university sector, other unionized groups in the University Sector (e.g., OPSEU, PSAC), and community organizations on and off campus.

**CP-8.6.5.2.** The BCOL will help educate and keep the aforementioned up-to-date on the collective bargaining process and the needs of our membership.

**CP-8.6.5.3.** The BCOL will actively look for opportunities to partner with or gain the support of various community groups and stakeholders.

**CP-8.6.5.4.** In the event a strike is undertaken the BCOL becomes the Strike committee community organizer.

#### **CP-8.6.6. Responsibilities of the Member Organizer and Mobilizer (MOM)**

**CP-8.6.6.1.** MOMs will primarily support the BMOOL in organizing and mobilizing efforts.

**CP-8.6.6.2.** MOMs will conduct research and find documentation relevant to the performance of the duties of the BSC.

**CP-8.6.6.3.** MOMs will undertake tasks delegated to them by the Chair of the BSC.

## **CP- 8.7. PROCEDURES**

**CP- 8.7.1.** The Chair of the BSC sets the agenda in collaboration with the UC. Members of the BSC must forward matters to discuss to the Chair of the BSC in a timely manner prior to a scheduled meeting.

**CP- 8.7.2.** Minutes are to be taken by the UC; when the UC is unavailable, minutes will be taken by a member of the BSC.

**CP- 8.7.2.1.** Attendance and votes shall be recorded within the minutes.

**CP- 8.7.3.** Quorum for the BSC is three (3) voting members in attendance.

**CP- 8.7.4.** All relevant documents, notes, and back-up materials are to be kept in BSC Shared Drive, in the relevant subfolders.

**CP- 8.7.4.1.** Emails, communications, and other materials pertaining to the BSC are not to be deleted.

## **CP- 8.8. BILINGUALISM**

**CP- 8.8.1.** The position of Chair of the BSC requires the minimum Degree of Functionality A in one of the two official languages of CUPE 2626 and the Degree of Functionality B in the other official language.

**CP- 8.8.2.** The position of Bargaining Communications Lead requires the minimum Degree of Functionality A in one of the two official languages of CUPE 2626 and a *preferred* Degree of Functionality B in the other official language.

**CP- 8.8.3.** Other positions within the BSC require the minimum Degree of Functionality A in one of the two official languages of CUPE 2626 and the Degree of Functionality C in the other official language.

## **CP- 8.9. OTHER APPLICABLE POLICIES and/or LEGISLATION**

- CP-7 Bargaining Committee
- CP-9 Strike Committee Policy
- OP-4 Strike Policy

#### **CP- 8.10. RATIFICATION AND APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023.*

*Approval by the General Assembly pending.*

## **CP- 9 Strike Committee (STC)**

### **CP- 9.1. MANDATE**

**CP- 9.1.1.** In the event of a vote in favour of strike action, the Bargaining Support Committee (BSC) shall become the Strike Committee.

**CP- 9.1.2.** This committee shall

- a. Oversee the conduct of the strike (in collaboration with the Executive Board and subject to membership approval).
- b. Discuss, review, and approve the strike strategy of the Local;
- c. Review and establish the placement of picket lines;
- d. Set the protocols governing picket lines, according to National's instructions;
- e. Review and approve all official strike duties and actions organized by the Local;
- f. Work on any matters relevant to the strike but that are not addressed by the Local Bylaws, National Constitution, National Defense Fund Regulations, or by this document.

**CP- 9.1.2.** Within three months of the end of a strike, or the disbanding of the Strike Committee, the co-chairs shall provide the Local with a written report, including future recommendations.

### **CP- 9.2. DEFINITIONS**

For the work of the STC, these terms will be used as defined below to avoid confusion:

**BSC** = Bargaining Support Committee   **EB** = Executive Board   **BC** = Bargaining Committee  
**UC** = Union Coordinator

### **CP- 9.3. COMPOSITION**

**CP- 9.3.1.** The STC is composed of members of the Bargaining Support Committee (BSC) and Executive Board, stewards, and any interested member in good standing.

**CP-9.3.1.1** Stewards and members at large may signal their interest in joining the STC to the Chair of the BSC who may then appoint them to the committee, based on the needs of the local.

**CP- 9.3.2.** The STC is chaired by the Chair of the BSC in conjunction with an elected or appointed co-chair from among its members.

**CP- 9.3.3.** From among its members, the STC shall establish: Picket captains (one per 40 picketers), Strike Coordinators, Communications and Outreach Officers (minimum two), and a Police and Safety Officer.

**CP- 9.3.4.** Sub-Committees of the Strike Committee include but are not limited to: Strike Benefits Committee, Accommodations Committee, and the Strike Communications Committee. Members of said subcommittees shall be appointed and/or elected from among the members of the STC. The STC may create additional ad hoc committees, in accordance with Article 9 of the CUPE 2626 Bylaws, depending on the needs of the local.

#### **CP- 9.4. RESPONSIBILITIES OF STC MEMBERS**

Any member of the STC may be assigned other duties deemed necessary by a co-chair of the STC.

##### **CP-9.4.1. Co-Chairs of the STC**

The Chairs of the STC are in charge of the STC and its official spokespeople. The Chairs of the STC must:

- a. Ensure the STC is abreast of the progress of negotiations and needs of the Bargaining Committee through frequent and regular communications with the Chair of the elected Bargaining Committee.
- b. Delegate tasks to STC members in accordance with this policy and the needs of the Bargaining Committee, the expertise of each STC member, and the operational needs of the local.
- c. Report daily on the STC's activities to the President and Chair of the elected Bargaining Committee.

##### **CP-9.4.2. Picket Captains**

There shall be one (1) Picket Captain for every forty (40) picketers. Picket captains shall be appointed by the Strike Committee and are responsible for:

- a. Contacting members and ensuring all members, in their respective picket teams, are reporting for picket-line duties and confirming that such duties are distributed in a fair and equitable manner as agreed to by the Strike Committee;
- b. Maintaining accurate daily records of members performing picket-line duties and surrendering such lists to the Strike Coordinator(s) and/or Strike Benefits Committee as qualifications for strike pay for members;
- c. Maintaining morale on the picket lines and coordinating safe and effective picket lines;
- d. Participating in Strike Committee meetings to discuss strategy and receive instructions, materials, and information for the conduct of daily duties;
- e. Referring all requests for official union interviews to the designated media spokespeople; and
- f. Being the sole authority on their picket line responsible for dealing with the police, in



addition to the designated Police Liaisons.

#### **CP-9.4.3. Strike Coordinators**

At least six (6) Strike Coordinators shall be appointed by the STC.

The Strike Coordinator(s) shall coordinate the strike in strict accordance with the CUPE 2626 Strike Policy, CUPE 2626 Bylaws, the CUPE National Constitution, CUPE National Defence Fund Regulations, and directions from the strike committee and the general membership. The Strike Coordinator(s) shall receive picket pay for the fulfillment of their duties.

The Strike Coordinators shall be responsible for:

- a. Preparing, maintaining, and issuing to the picket captains, daily lists of Local members scheduled for picket line and alternate duties;
- b. Contacting, in conjunction with the picket captains, members for picket-line duties;
- c. Recording and authorizing strike pay for members who have performed their weekly picket-line or alternate duties in accordance with these regulations and in accordance with the CUPE National Defence Fund Regulations;
- d. Meeting regularly with all picket captains to discuss and coordinate daily activities and to ensure all picket captains are responsible in their attendance and performance of their duties, and are adequately provided with all necessary support material;
- e. Meeting regularly with the Strike Committee to discuss and determine any necessary adjustments to strike strategies;

#### **CP-9.4.4. Communications and Outreach Officers**

The Strike Committee shall appoint a minimum of two (2) Communications and Outreach Officers. The duties of these Officers shall include, but are not limited to:

- a. Contacting the CUPE National Office, the CUPE-Ontario Division Office, the CUPE Ottawa District Council Office, and other CUPE Locals and apprising them of the situation on a regular basis;
- b. Requesting and coordinating, in cooperation with the Strike Coordinator(s), support pickets from other CUPE Locals and partners;
- c. Maintaining contact with and soliciting support and contributions from unions, other related organizations, and student groups on campus, as well as Municipal Councils, private groups and other related organizations off campus;
- d. Communicating with these organizations by providing timely bulletins, information, and press releases;
- e. Distributing printed information prepared by the Communications Team to relevant CUPE Locals;
- f. Attending, wherever possible, the meetings of such organizations from whom they may receive invitations in order to put forward the Local position as established by the

- Strike Committee or the general membership;
- g. Attempting, by all legal means to obtain support and solidarity with the intent of detrimentally affecting any and all services to and from the University, including supplies to the University, university mail at point of pick-up, garbage removal and any other service or facility which would support the strike; and
- h. Reporting, in a timely fashion, to the Strike Committee and the general membership.

#### **CP-9.4.5. Police and Safety Officer**

The STC shall appoint at least one (1) Police and Safety Officer. The duties of this Officer include but are not limited to:

- a. Liaising with the local authorities and on-campus Protection Services;
- b. Ensuring the health and safety of picketers, through proper access to and use of traffic gates, pylons, safety vests, first aid kits, fire barrels, whistles, and communication devices for officers;
- c. Ensuring proper access to accessibility toilet facilities for picketers;
- d. Reporting unlawful activities to the Strike Committee on a daily basis;
- e. Receiving and filing injunctions and any other legal document related to the Local's right to strike; and
- f. Designating picketers to control traffic and access to and from picket lines.

#### **CP-9.5. SUBCOMMITTEES OF THE STC**

##### **CP-9.5.1. Strike Benefits Committee (SBC)**

The Strike Benefits Committee, as required by the CUPE National Defence Fund Regulations, shall consist of the signing authorities of the Executive Board and the Strike Coordinator(s), and shall be chaired by the Treasurer.

The Strike Benefits Subcommittee is responsible for ensuring:

- a. Prompt and accurate distribution of strike pay to members engaged in strike duties or otherwise entitled to strike pay;
- b. Accurate record keeping that is consistent with the expectations of the CUPE 2626 Bylaws, the National Constitution, the National Defense Fund Regulations, and as set by the Strike Committee and the Membership;
- c. Members' easy access to all forms necessary to sign up for strike duty or to record strike duty done;
- d. Proper distribution of donations and disbursement of the Strike Hardship Fund, based on the needs of the Local and its picketers; and
- e. Cooperation with a CUPE National audit of the strike's finances, even if the strike

action is over.

#### **CP-9.5.2. Strike Accommodations Committee (SAC)**

The Strike Accommodations Committee (SAC) shall consist of at least three members, one of whom must be the Local's Equity and Education Officer.

The SAC is responsible for

- a. Reviewing and approving/denying accommodations requests,
- b. Establishing viable accommodation options for members, and
- c. Coordinating with the central Strike Committee to ensure that the members receiving accommodations are performing duties that contribute to the Local's strike needs.

#### **CP-9.5.3. Strike Communications Committee (SCC)**

A Strike Communications Team of no fewer than four (4) members shall be appointed by the Strike Committee from among its members and, as a subcommittee of the Strike Committee, shall be responsible for all preparation, printing, and distribution of daily information. Without restricting the generality of the foregoing, the Communications Team shall be responsible for:

- a. Determining, on a daily basis, the content of information bulletins in conjunction with the Local spokespersons and/or the Strike Coordinator(s) and/or the Executive;
- b. Ensuring the printing and distribution of materials to the Strike Headquarters press room, Strike Coordinator(s), picket captains, picket lines, Internal and External Liaison Officers, and the Bargaining Team;
- c. Preparing all posters, picket signs, banners, bulletins, leaflets, and pamphlets and ensuring adequate supplies are available at all times.

#### **CP- 9.6. APPLICATION AND ENFORCEMENT**

The co-chairs of the STC are responsible for ensuring the application and enforcement of the Strike Policy within the STC and throughout its activities, as well as the CUPE 2626 Bylaws, the Collective Agreements, the CUPE National Constitution, and the CUPE National Strike Fund Regulations.

#### **CP- 9.7. PROCEDURES**

**CP- 9.7.1.** All relevant documents, notes, and back-up materials are to be kept in the STC's Shared Drive, in the relevant subfolders.

**CP- 9.7.2.** Emails, communications, and other materials pertaining to the STC are not to be deleted and stored in accordance with the local's archiving policy.

**CP- 9.7.3.** All financial transactions must be strictly recorded in the general ledger, and all financial documents (e.g. receipts and invoices) must be stored in accordance with the Local's archiving policy.

#### **CP- 9.8. BILINGUALISM**

The Committee shall produce all of its official documents and communications to members in both languages. Media requests will be answered in the language of the request.

#### **CP- 9.9. RATIFICATION AND APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023.*

*Approval by the General Assembly pending.*

# FUND POLICIES AND GUIDELINES

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## **FP-1 Defence Fund (DF)**

### **FP-1.1. PURPOSE**

**FP-1.1.1.** A defence fund will be maintained by CUPE 2626.

**FP-1.1.2.** A percentage of the dues received by CUPE 2626 will be deposited in an account created specifically to maintain the Defence Fund. This percentage is determined according to Article FP-1.3.

**FP-1.1.3.** The purpose of the CUPE 2626 Defence Fund is to provide :

1. **in times of strike or lockout of members of CUPE 2626**, the funds for the operation of CUPE 2626, to ensure substantial strike pay to members on strike/lockout, and to complete the strike/lockout successfully;
2. **in times of strike/lockout of members of another Local similar to CUPE 2626**, the funds to give the other Local a loan without interest;
3. **in times of collective bargaining**, the funds in order prepare for the possibility of a strike or to pay the costs related to the arbitration process.

**FP-1.1.4.** The goal of having an annual contribution to the Defence Fund that varies with our assets is to strike a balance between:

- a. having sufficient funds available for the purposes of the Defence Fund, and;
- b. improving services and benefits for members once sufficient funds have been accumulated for the purposes of the Defence Fund.

### **FP-1.2. DEFINITIONS**

**“Unrestricted assets”** means amounts in CUPE 2626 assets that do not have restrictions as to the purpose or time of their use.

**“Liquid assets”** are those which can be used immediately or almost immediately, such as cash and cash equivalents.

### **FP-1.3. CONSIDERATIONS**

#### **FP-1.3.1. Insufficient Funds**

When the Defence Fund contains less than \$750,000, the annual contribution to the Defence Fund shall be at its maximum, representing at least **10%** of the members' dues.

#### **FP-1.3.2. Unrestricted Assets**

When the unrestricted assets are sufficient to bring the Defence Fund up to \$750,000, but not over that amount, the annual contribution can be at a median rate, representing at least **6%** of the members' union dues.

#### **FP-1.3.3. Total Assets**

When the total (restricted and unrestricted) assets of CUPE 2626 exceed \$1.2M, the annual contribution to the Defence Fund should be at its minimum, representing at least **2%** of the members' union dues.

#### **FP-1.3.4. Operating Surpluses**

**FP-1.3.4.1.** At the end of the fiscal year, all surpluses from the operating budget will be deposited in the Defence Fund until it has accumulated restricted assets greater than \$1.2M.

**FP-1.3.4.2.** If the Defence Fund has accumulated greater than \$1.2M, any surplus in the operating budget will be left as unrestricted assets and can be used for services or benefits to the members of CUPE 2626.

#### **FP-1.3.5. Investment Income**

The interests generated by the Defence Fund shall remain in the Defence Fund.

#### **FP-1.3.6. Amounts for Contributions**

**FP-1.3.6.1.** The Secretary-Treasurer and the Finance Committee are responsible for the contributions to the Defence Fund.

**FP-1.3.6.2.** The Total Assets will be the total of restricted and unrestricted assets indicated on the Financial Statements prepared by the external auditor, and updated by the Treasurer and the Finance Committee. This calculation will be approved and adjusted as need be by the EB.

#### **FP-1.3.7. Procedure for Withdrawals**

The Secretary-Treasurer and the Executive Board are in charge of managing withdrawals from the Defence Fund.

##### **FP-1.3.7.1. Similar CUPE Locals**

When another Local similar to CUPE 2626 is on strike, the EB has the power, by a 3/4 majority vote, to give the other Local a loan without interest for an amount up to the total value of the interests generated by the Defence Fund for the current year.

##### **FP-1.3.7.2. Arbitration During Collective Bargaining**

Should it become necessary during the period of collective bargaining to go to arbitration, the EB will authorize the payment, from the Defence Fund, of the costs related to the arbitration process which have to be paid by CUPE 2626 should the amounts available in the Arbitration Fund be insufficient.

#### **FP-1.3.7.3. Preparing for Strike/Lockout**

Upon recommendation of the BC and by a 3/4 majority vote by the EB to that effect, certain sums can be used by the EB in order to prepare for the possibility of a strike/lockout; this is only allowed in periods of collective bargaining.

#### **FP-1.3.7.4. During Strike/Lockout**

In times of strike/lockout, the funds necessary to the normal operation of CUPE 2626 as well as the funds required to complete the strike/lockout successfully will be withdrawn from the Defence Fund of CUPE 2626.

### **FP-1.4. INVESTMENTS**

The investments of the Defence Fund amounts shall be done in accordance with the Investment Policy of CUPE 2626.

### **FP-1.5. CONFIDENTIALITY**

**FP-1.5.1.** The total amount in the Defence Fund will not be made public, as this is important strategic information for our labour relations with the Employer.

**FP-1.5.2.** Members may request to view the most recent audited Financial Statements for information, but may not make copies and must not share that information with non-members.

### **FP-1.6. LIMITATIONS**

The General Assembly will approve the Defence Fund Policy, and any modifications thereto, by motion duly presented, seconded and approved by a simple majority.

### **FP-1.7. RATIFICATION AND APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023.*

*Approval by the General Assembly pending.*



## **FP-2 Solidarity Fund (SF)**

### **FP-2.1. PURPOSE**

The purpose of the CUPE 2626 Solidarity Fund is to provide financial support to projects, events, and organizations proposed by CUPE 2626 Members, other CUPE Locals, and external organizations with which we are aligned in principle.

### **FP-2.2. ALIGNMENT IN PRINCIPLE (for external organizations)**

CUPE 2626 will consider supporting projects of external organizations that advance and/or advocate for student and young workers' rights, equality, social justice, and human rights.

CUPE 2626 will not support any initiative (including a CUPE 2626 Member initiative) that serves to discourage or undermine the principles above.

### **FP-2.3. PROCEDURE**

Members, locals and organizations requesting funding must send their request through our online form including:

- A. Details of the organization, project, or event;
- B. A statement explaining how the organization, project, or event will benefit CUPE 2626 members;
- C. [For projects or events] A budget for estimated revenues and expenses (including expected surplus or deficits); and
- D. Required contact information.

Upon the receipt of an application, the Secretary-Treasurer (ST) shall prepare the necessary files to be distributed and analyzed by the Finance Committee (FC) at the following FC meeting.

In deciding whether to support a project, the FC shall consider the following factors:

- A. The status of the Solidarity Fund budget;
- B. The current and foreseeable solidarity goals and priorities for the current fiscal year;
- C. The prioritization of projects proposed by CUPE 2626 Members;
- D. The prioritization of projects that advance the interests of campus workers and/or young workers;
- E. The prioritization of projects that have access to fewer resources;
- F. Other recent, similar donations; and
- G. For external organizations, whether the organization and/or project is aligned in principle with CUPE 2626.

If the FC is unable to come to a decision, the application will be presented to the Executive Board (EB) following the procedure above.

Any person involved in the process of reviewing an application will declare any potential conflict of interest to the others involved.

#### **FP-2.4. AMOUNT**

CUPE 2626 reserves \$10,000 each fiscal year from its operational budget for the Solidarity Fund. Individual disbursements for applications will be capped at \$300 for external organizations and \$450 for projects and events led by Members. The suggested contribution for Member-led projects and events is based on the number of days the project or event runs: \$250 for one-day events, \$350 for two-day events, and \$450 for three-day events or longer.

Any given project, event, or external organization may be awarded a contribution from CUPE 2626 only once per year. Payment for the Solidarity Fund awards will be issued by cheque.

Any unused monies at the end of a fiscal year shall be carried over to the next fiscal year.

#### **FP-2.5. DENIAL OF FUNDING**

If a funding request is denied, reasons will be provided to the applicant, with reference to the relevant priorities listed above.

Where CUPE 2626 supports a project but denies funding, the FC and/or EB may consider making a donation in kind and/or producing a letter or statement of support.

#### **FP-2.6. CHARITABLE DONATIONS**

At the end of each fiscal year, the EB may opt to donate any unused surpluses in the Solidarity Fund to organizations, projects, or events with which we are aligned in principle. These donations may exceed the individual disbursements noted in 2.4.

Decisions regarding charitable donations shall take place at the last EB meeting of a given fiscal year and require a majority vote to pass.

#### **FP-2.7. FURTHER CONSIDERATIONS**

Decisions regarding modifications to the operation of the Solidarity Fund Policy will be made through a 2/3 majority vote of the FC. Such decisions shall be documented and added to this document.

#### **FP-2.8. CONFIDENTIALITY**

All information given to any member, officer, representative or employee of CUPE 2626 will be treated in a confidential manner.

If required, documents sent by the ST to the FC and EB for recommendations or decisions may be redacted to exclude information that can be used to identify the applicant, should the identity of the applicant influence the FC and EB's review.

## **FP-2.9. LIMITATIONS**

No part of this policy supersedes or overrides the Bylaws of CUPE 2626 or the Collective Agreement between the Union and Employer.

## **FP-2.10. RATIFICATION AND APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023*.

*Approval by the General Assembly pending.*

## **FP-3 2626-0 Emergency Fund (EF-0)**

### **FP-3.1. PURPOSE**

The CUPE 2626 Emergency Fund is negotiated between the Union and the Employer as part of the larger Financial Aid Fund, as per article 27.1 of the Collective Agreement. The purpose of the Fund is to provide financial support to Members of the Local who require financial assistance as a result of an emergency.

### **FP-3.2. DEFINITIONS**

For the purposes of the Fund, an “emergency” shall be defined as a “sudden, urgent financial need that arises as a result of circumstances unforeseen by the applicant that impacts their work or study.”

The Local understands that it is neither possible nor desirable to provide a comprehensive list of all emergency situations. We recognize that a manageable event to one person may be an emergency to another because of their specific life circumstances.

Some situations that qualify under the definition of “emergency” include, but are not limited to:

1. Eviction;
2. Death of a family member resulting in financial hardship;
3. Medical emergency (whether or not resulting from a pre-existing condition);
4. Sudden legal fees relating to a legal defence (as opposed to a plaintiff claim, which does not qualify under the definition of an emergency);
5. Financial hardship resulting from currency shock or shifts in government policy (e.g. changes in visa costs, banking policy, seizure of assets, denial of access to financial service, etc.);
6. Unforeseen incapacity to participate in cultural or religious practices; and
7. Loss of employment opportunity or loss of job contract due to no fault of the member’s own.

The Local understands that some Members have difficult financial situations; that they, in effect, live in a constant state of emergency. The Local continues to try to help these Members whenever possible, especially through the much larger Financial Aid Fund and the Health and Dental Fund. However, situations that do not meet the definition outlined in the first paragraph of this section will not be considered for this Fund.

### **FP-3.3. PROCEDURE**

Members requesting assistance from the Emergency Fund must send their request through our online form including:

- A. Required personal information for processing the application;
- B. A description of the nature of their emergency (e.g. death of a family member or relative);
- C. A description of the steps taken to address the financial emergency other than this application (e.g. applying for an international bursary); and
- D. Demonstrated financial need: a budget of monthly expenses and income, and the University’s

financial questionnaire.

Upon the receipt of an application, the Secretary-Treasurer (ST) shall compile and prepare the necessary files to be distributed and analyzed by the Finance Committee (FC) at the following FC meeting. This preparation includes having the Finance and Administrative Coordinator (FAC) communicate with the University regarding details of a Member's financial questionnaire.

All files sent by the ST to the FC must be redacted—devoid of any information that may be used to identify the applicant personally. The ST will request as much documentation as possible regarding the emergency for the FC to make an informed decision. Should the FC require further information, the applicant will be notified of such a request by the ST, and the application will be tabled until the following FC meeting.

The ST may include a recommendation to the FC on how to proceed with an application, except for cases in which the ST knows the applicant personally. Should this be the case, the ST must refrain from giving any opinion on how the matter should be handled and must abstain from the vote.

Grants awarded under the Emergency Fund will be decided through a majority vote of the FC. The FC will decide whether to award a grant based on the criteria outlined in this policy, and not based on their own opinions or judgments of the case. Any FC member who perceives a conflict of interest in making a decision regarding an Emergency Fund application must abstain from the vote.

If the FC is unable to come to a majority vote, the application will be considered at the next Executive Board (EB) meeting. In these cases, grants awarded under the Emergency Fund will be decided through a majority vote of the EB. The EB will decide whether to award a grant based on the criteria outlined in this policy, and not based on their own opinions or judgments of the case. Any EB member who perceives a conflict of interest in making a decision regarding an Emergency Fund application must abstain from the vote.

Following an FC or EB decision regarding an application, the ST shall inform the FAC of the outcome. In turn, the FAC will take the necessary steps to inform a Member of the results of the application. For declined applications, no further communication is needed after the notification of the rejection (the FC may or may not provide a reason for declining an application). For accepted applications, the FAC will communicate the amount awarded to the Member and the appropriate office at the University to ensure the disbursement of the Fund on their end. A grant from the Emergency Fund will be put into the Member's uOzone account. Members can then request a reimbursement from the University; this reimbursement should not be refused even if the Member has outstanding tuition fees to pay.

#### **FP-3.4. AMOUNT**

CUPE 2626 shall reserve a minimum of \$15,000 each fiscal year from its Financial Aid Fund for the Emergency Fund. Top-off allocations to the Emergency Fund may be made by drawing from the Financial Aid Fund through a majority vote of the EB. These allocations should only be made after consultation with the ST and FAC.

The goal of the fund is to strike a balance between providing substantive relief for the circumstances that led a Member to apply and helping as many Members as possible with the funds available. The

Local will decide which level of funding to award based on financial need and funds available. This means that the amount of funding an applicant receives may not necessarily reflect how difficult the Local considers an applicant's situation to be, and may instead reflect how many Members needed support during the same period.

Individual disbursements for Members will be capped at \$500 per term. The suggested contribution for an application is the lower amount between the emergency expense and the maximum allocation. Figures may be rounded up to the nearest dollar for easier management of the Fund.

Any unused monies at the end of a fiscal year shall be carried over to the next fiscal year as part of the larger Financial Aid Fund.

### **FP-3.5. FURTHER CONSIDERATIONS**

Decisions regarding modifications to the operation of the Emergency Fund Policy will be made through a  $\frac{2}{3}$  majority vote of the EB. Such decisions shall be documented and added to this document.

### **FP-3.6. CONFIDENTIALITY**

All information given to any member, officer, representative or employee of CUPE 2626 will be treated in a confidential manner.

All documents sent by the ST to the FC and EB will be redacted to exclude information that can be used to identify the applicant.

### **FP-3.7. LIMITATIONS**

No part of this policy supersedes or overrides the Bylaws of CUPE 2626 or the Collective Agreement between the Union and Employer.

### **FP-3.8. RATIFICATION AND APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023*.

*Approval by the General Assembly pending.*

## **FP-4 2626-1 Emergency Fund (EF-1)**

### **FP-4.1. PURPOSE**

The purpose of the CUPE 2626-1 Emergency Fund is to provide financial support to Members of 2626-1 who require financial assistance. The goal of the fund is to strike a balance between providing substantive relief for the circumstances that led a Member to apply and helping as many Members as possible with the available funds.

### **FP-4.2. PROCEDURE**

To apply for the 2626-1 Emergency Fund, an applicant needs to submit:

1. An online application including their personal and contact information;
2. Proof of CUPE 2626 active membership (e.g. a contract or pay stub from the current academic term);
3. Demonstration of financial need:
  - I. For students: this will be assessed through the University of Ottawa's Financial Questionnaire;
  - II. For non-students: this will be assessed through CUPE 2626's online form.

Following receipt of an application, the Secretary-Treasurer (ST) with the assistance of the Finance and Administrative Coordinator (FAC) shall:

1. Review documents for accuracy and completeness;
2. Confirm the Member's financial status with the Financial Awards Office if applicable;
3. Approve or deny the request based on the information provided.

### **FP-4.3. AMOUNT**

CUPE 2626 reserved \$20,000 from its unrestricted assets for the 2626-1 Emergency Fund in 2022. Unless otherwise agreed by a vote at a General Assembly, this amount shall be a one-time sum.

Individual disbursements for Members will be \$200 per academic term. Payments for the 2626-1 Emergency Fund will be issued by cheque.

If a cheque needs to be reissued because a member lost it, the cheque replacement fee will be deducted from the cheque's total amount.

### **FP-4.4. FURTHER CONSIDERATIONS**

Decisions regarding modifications to the operation of the Emergency Fund Policy will be made through a  $\frac{2}{3}$  majority vote of the Executive Board (EB). Such decisions shall be documented and added to this document.

#### **FP-4.5. CONFIDENTIALITY**

All information given to any member, officer, representative or employee of CUPE 2626 will be treated in a confidential manner.

All documents sent by the ST to the FC and EB will be redacted to exclude information that can be used to identify the applicant.

#### **FP-4.6. LIMITATIONS**

No part of this policy supersedes or overrides the Bylaws of CUPE 2626 or the Collective Agreements between the Union and Employer.

#### **FP-4.7. RATIFICATION AND APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023.*

*Approval by the General Assembly pending.*



## **FP-5 2626-3 Emergency Fund (EF-3)**

### **FP-5.1. PURPOSE**

The purpose of the CUPE 2626-3 Emergency Fund is to provide financial support to Members of 2626-3 who require financial assistance. The goal of the fund is to strike a balance between providing substantive relief for the circumstances that led a Member to apply and helping as many Members as possible with the available funds.

### **FP-5.2. PROCEDURE**

To apply for the Residence Life Workers' Emergency Fund, an applicant needs to submit:

- a. An online application including their personal and contact information;
- b. Proof of CUPE 2626 membership (e.g. any contract or pay stub from the last 12 months), and;
- c. Demonstration of financial need (assessed through the University of Ottawa's Financial Questionnaire).

Following receipt of an application, the Secretary-Treasurer (ST) with the assistance of the Finance and Administrative Coordinator (FAC) shall:

- a. Review documents for accuracy and completeness;
- b. Confirm the Member's financial status with the Financial Awards Office, and;
- c. Approve or deny the request based on the information provided.

### **FP-5.3. AMOUNT**

CUPE 2626 reserved \$20,000 from its unrestricted assets for the 2626-3 Emergency Fund in 2022. Unless otherwise agreed by a vote at a General Assembly, this amount shall be a one-time sum.

Individual disbursements for Members will be \$200 per academic term. Payments for the 2626-3 Emergency Fund will be issued by cheque.

If a cheque needs to be reissued because a member lost it, the cheque replacement fee will be deducted from the cheque's total amount.

### **FP-5.4. FURTHER CONSIDERATIONS**

Decisions regarding modifications to the operation of the Emergency Fund Policy will be made through a 2/3 majority vote of the Executive Board. Such decisions shall be documented and added to this document.

### **FP-5.5. CONFIDENTIALITY**

All information given to any member, officer, representative or employee of CUPE 2626 will be treated in a confidential manner.

All documents sent by the ST to the FC and EB will be redacted to exclude information that can be used to identify the applicant.

#### **FP-5.6. LIMITATIONS**

No part of this policy supersedes or overrides the Bylaws of CUPE 2626 or the Collective Agreements between the Union and Employer.

#### **FP-5.7. RATIFICATION AND APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023*.

*Approval by the General Assembly pending.*

## **FP-6 Health and Dental Fund (H&D)**

### **FP-6.1. PURPOSE**

The purpose of the CUPE 2626 Health and Dental Fund is to provide financial support to Members who have incurred health or dental expenses that are not fully reimbursed by their insurance plan and to Members who have incurred health or dental expenses but do not have insurance plans.

The goal of the fund is to strike a balance between providing substantive relief for the expenses that led a Member to apply and helping as many Members as possible with the funds available.

### **FP-6.2. DEFINITION**

For the purposes of the Health and Dental Fund, an “eligible expense” shall be defined as

- a medical or dental expense that was partially reimbursed by a current Member’s health or dental insurance plan, or
- a medical or dental expense that would have been covered by a current Member’s health or dental insurance plan, but for which the plan had already reached the maximum, or
- a medical or dental expense that was not covered by a current Member’s health or dental insurance plan but is eligible as a taxable medical expense under the CRA criteria, or
- a medical or dental expense that is eligible as a taxable expense under the CRA criteria for current Members without insurance plans.

Note: Medical or dental expenses incurred outside of Canada are not eligible.

### **FP-6.3. CONSIDERATIONS**

#### **FP-6.3.1. Deadline for application**

Applications will not be considered for expenses incurred more than one (1) year prior to being submitted for reimbursement to the Health and Dental Fund.

#### **FP-6.3.2. Other Funds**

CUPE 2626 understands that some Members have expenses that are related to personal health or dental issues that cannot be covered by their insurance plan or the Health and Dental Fund. CUPE 2626 shall continue to help these Members whenever possible through its separate Emergency Fund.

#### **FP-6.3.3. Controlled Substances**

Reimbursements can only be made for controlled substances obtained legally, and exceptions will not be made to the documentation required to demonstrate their legal purchase.

#### **FP-6.3.4. Accessibility and Alternatives**

The Union supports all members' access to medical and dental treatments of their choice. We recognize that the status quo poses systemic and procedural obstacles. We engage ourselves to try to find solutions to reducing and/or removing barriers for all members.

Should a member have difficulty obtaining support from the Health and Dental Fund, we may ask that they contact our Equity and Education Officer and/or our Health & Safety Officer, so that together they may explore alternatives for accessing the support of the Health and Dental Fund.

#### **FP-6.4. AMOUNT**

The Health and Dental Fund is negotiated between CUPE 2626 and the Employer, and is stipulated in Article 26.1.1 of the Collective Agreement. As per that article, the amount of the fund is \$49,000 per academic year (September 1 – August 31).

The amount of the benefit awarded to Members will correspond with specific expenses incurred by the applicant (i.e. a dental procedure, a medical service, etc.). CUPE 2626 will decide which level of funding to award based on the expenses incurred, subject to the funds available, and the criteria stipulated herein. Predeterminations and estimates are not eligible.

The amount of the benefit will be the difference between the full amount of the expense incurred (including taxes) and the amount reimbursed by the insurance plan (if the Member has an insurance plan) or the full amount eligible for tax deduction, subject to a maximum total amount of benefit per year.

The maximum total amount of benefit for any individual member is \$750 per year, from September 1st to the following August 31st.

#### **FP-6.5. PROCEDURE**

To apply for the Health and Dental Fund, an applicant needs to submit

- i. proof of CUPE 2626 membership;
- ii. proof of payment for the health or dental expense(s);
- iii. documentation of the result of the insurance claim(s) for the health or dental expense(s) incurred, or a statement indicating that the applicant does not have an insurance plan; and
- iv. their personal and contact information necessary to process their application.

Following the receipt of an application to the Health and Dental Fund, the Finance and Administrative Coordinator (FAC) and Secretary-Treasurer (ST) will, as soon as possible:

- i. Confirm that the applicant is a current member of CUPE 2626;
- ii. Ensure that the expense was incurred by the applicant no more than 1 year prior to submitting their application;
- iii. Ensure that the expense was partially reimbursed by the applicant's insurance plan, or is on the list of eligible medical expenses produced by the CRA, and therefore is an eligible expense;
- iv. Determine the total amount of benefit the applicant has received in the given year (since Sept. 1);
- v. Determine the amount of the benefit foreseen for the eligible expense;
- vi. Ensure that there are sufficient funds in the Health & Dental Fund to reimburse the amount of the benefit;
- vii. Ensure payment of the amount to be disbursed from the Fund to the eligible applicant is issued, if applicable;
- viii. Ensure that the applicant is properly informed of the result of their application to the Fund.

The ST will approve or deny the application, based on the criteria above.

Payments for the Health and Dental Fund will be issued by cheque. If a cheque needs to be reissued because a member lost it, the cheque replacement fee will be deducted from the cheque's total amount.

The ST may delegate any of the tasks and actions related to the Health and Dental Fund to the FAC or the Finance Committee (FC) of CUPE 2626.

Decisions regarding the operation of the Health and Dental Fund that are not covered by the present Policy will be made through a 2/3 majority vote of the FC of CUPE 2626, based on the criteria outlined in this policy and the recommendations of the ST and FAC. Such decisions shall be documented and added to the present Procedure.

Any person involved in the process of reviewing an application will declare any potential conflict of interest to the others involved.

#### **FP-6.6. CONFIDENTIALITY**

All information given to any member, officer, representative or employee of CUPE 2626 will be treated in a confidential manner.

All documents sent by the ST to the FC for recommendations or decisions will be redacted to exclude

information that can be used to identify the applicant, unless the identity of the applicant is a necessary part of the issue under review.

#### **FP-6.7. LIMITATIONS**

No part of this policy supersedes or overrides the Bylaws of CUPE 2626 or the Collective Agreement between the Union and Employer.

#### **FP-6.8. RATIFICATION AND APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023*.

*Approval by the General Assembly pending.*

## **FP-7 Financial Aid Fund Guidelines (FAF)**

### **FP-7.1. PURPOSE**

In compliance with Article 27 of the CUPE 2626-0 Collective Agreement, the Employer maintains a Financial Aid Fund. This Financial Aid Fund will assist in the payment of tuition, UHIP fees, and costs associated with caring for dependents.

### **FP-7.2. PROCEDURE**

Members requesting funding must complete the form provided on the University Financial Aid site and the University's Financial Questionnaire.

To be eligible, the member must show financial need according to University guidelines, and, for the tuition fees stream, not be in receipt of a tuition scholarship.

Once members apply, the Secretary-Treasurer (ST) will consider the applicant for one of three funding streams:

- a. Dependent care
- b. UHIP
- c. Tuition fees

The ST and Finance and Administrative Coordinator (FAC) will verify the members' information on an as needed basis and determine which funding stream an applicant might be eligible for. Any person involved in the process of reviewing an application will declare any potential conflict of interest to the others involved.

The ST and FAC will review and send all accepted applications to the Employer for disbursement. The FAC will then inform all applicants of their results.

### **FP-7.3. AMOUNT**

The FAF is maintained by the Employer, allocating funds as per Article 27.1.1 of the Collective Agreement: "effective September 1 of each year, the annual amount allocated to the fund shall be based on the following formula: 0.8% of all the annual salary mass based on the previous financial year of allocation. Any unspent monies shall remain in the fund for future distribution."

When an application is approved, as per article 27.1.3, "an individual who is awarded financial aid assistance will be issued a payment in their name in the amount of the balance of the approved financial assistance after outstanding tuition and fees have been deducted. Such payment shall be issued within two (2) weeks of the approval by the Labour/Management Committee."

As per previous practice, the fund allocations will be divided by academic term: two-fifths ( $\frac{2}{5}$ ) in the Fall and Winter terms, and one-fifth ( $\frac{1}{5}$ ) in the Summer term. Changes to funds allocated may be made at the discretion of the ST and FAC.

#### **FP-7.4. DENIAL OF FUNDING**

If a funding is denied, reasons will be provided to the applicant per their request, with reference to the relevant priorities listed above.

Note: If a member is on an approved leave of absence, the member will not be eligible for the tuition fee stream.

#### **FP-7.5. FURTHER CONSIDERATIONS**

Decisions regarding modifications to the operation of the Financial Aid Fund Policy will be made through a 2/3 majority vote of the Finance Committee. Such decisions shall be documented and added to this document.

#### **FP-7.6. CONFIDENTIALITY**

All information given to any member, officer, representative or employee of CUPE 2626 will be treated in a confidential manner.

#### **FP-7.7. LIMITATIONS**

No part of this policy supersedes or overrides the Bylaws of CUPE 2626 or the Collective Agreement between the Union and Employer.



## **FP-8 Conference Fund Guidelines (CF)**

### **FP-8.1. PURPOSE**

This fund provides financial help for the purpose of presenting research related to the work performed during a teaching or research assistant position and that is not part of the applicant's thesis or memoir.

### **FP-8.2. ELIGIBILITY**

To be eligible, applicants must:

- a. be registered at the University of Ottawa at the time of the conference and must have been a member of the bargaining unit within twelve (12) months prior to applying to the fund.
- b. Applicants must present a paper or equivalent based on research related to the work performed during a Teaching or Research Assistant position. Presentation of research that is part of the applicant's thesis, memoir or of a research paper that is not the result of their work as a CUPE employee is therefore EXCLUDED from this Conference Fund.

### **FP-8.3. PROCEDURE**

At least two (2) weeks prior to the start of the conference, applicants must submit the "Application Form" (Appendix A) completed and signed and the following supporting documents by email to [finances@2626.ca](mailto:finances@2626.ca) and [admin@2626.ca](mailto:admin@2626.ca):

- A. Abstract of the paper or equivalent;
- B. Written proof that the paper or equivalent has been accepted for the conference;
- C. Recommendation of Academic Unit and/or Supervisor;
- D. Proof of CUPE 2626 membership within the twelve (12) months prior to applying to the fund.

Upon the receipt of an application, the Secretary-Treasurer (ST) and the Finance and Administrative Coordinator (FAC) shall review the application and pre-approve the application pending receipt of the "Conference Reimbursement Form" (Appendix B) and all relevant documentation.

In deciding whether to pre-approve an application, the Treasurer and FAC shall consider the following factors:

- A. The admissibility of the application;
- B. The relevance of the project to their CUPE 2626 employment; and
- C. If the applicant has previously applied during the same fiscal year.

Any person involved in the process of reviewing an application will declare any potential conflict of interest to the others involved.

If the application is pre-approved, upon returning from the conference, the member must complete the "Conference Reimbursement Form" and submit it accompanied by the original receipts and proof of participation to the CUPE 2626 office. This request must be submitted no later than four (4) months

after the end of the conference. The ST and FAC will finalize the application and approve or deny funding. The FAC will then communicate with the Employer, who is responsible for the disbursement of the grant.

#### **FP-8.4. AMOUNT**

The Conference Fund can be used to pay the cost of travel (train, plane, bus or other) at the most economical rate possible and other travel expenses. The maximum amount awarded varies according to the conference location (See CUPE 2626 geographical map: Appendix C).

Payment for the Conference Fund awards will be processed by the University and issued through direct deposit after confirmation of receipt of all required documents.. Applicants can apply to the Fund for multiple conferences, however, funding will only be guaranteed for the first application of each academic year.

Any unused monies at the end of a fiscal year shall be carried over to the next fiscal year.

#### **FP-8.5. DENIAL OF FUNDING**

An application for a Conference Fund will be denied if the applicant has already received a travel grant from the University of Ottawa, or if the applicant plans to submit an application for a travel grant for the same conference.

If there is more than one author of the same research, the funds will be awarded ONLY to the presenting author.

If a funding request is denied, reasons will be provided to the applicant, with reference to the relevant priorities listed above.

#### **FP-8.6. FURTHER CONSIDERATIONS**

Decisions regarding modifications to the operation of the Conference Fund Policy will be made through a  $\frac{2}{3}$  majority vote of the FC. Such decisions shall be documented and added to this document.

#### **FP-8.7. CONFIDENTIALITY**

All information given to any member, officer, representative or employee of CUPE 2626 will be treated in a confidential manner.

If required, documents sent by the Treasurer to the FC and EB for recommendations or decisions may be redacted to exclude information that can be used to identify the applicant, should the identity of the applicant influence the FC and EB's review.

#### **FP-8.8. LIMITATIONS**

No part of this policy supersedes or overrides the Bylaws of CUPE 2626 or the Collective Agreement between the Union and Employer.

## Appendix FP-8A

**UNIVERSITY OF OTTAWA  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2626**

**APPLICATION FOR A CONFERENCE GRANT  
(UNDERGRADUATE, MASTER'S, PH.D.)**



**NOTE :** THE UNMARKED GENUS IS EMPLOYED TO DESIGNATE WOMEN AS WELL AS MEN.

SURNAME		GIVEN NAMES		STUDENT NO.	EMPLOYEE NO.
ACADEMIC UNIT		TELEPHONE NO.	OFFICE	LABORATORY	
PERSONAL MAILING ADDRESS		E-MAIL			
PROGRAM OF STUDIES <input type="checkbox"/> UNDERGRADUATE <input type="checkbox"/> MASTER'S WITHOUT THESIS <input type="checkbox"/> MASTER'S WITH THESIS <input type="checkbox"/> PH.D.					
THESES TOPIC					
NAME OF CONFERENCE					
GEOGRAPHICAL ZONE <input type="checkbox"/> A (\$650) <input type="checkbox"/> B (\$750) <input type="checkbox"/> C (\$425) <input type="checkbox"/> D (\$550) <input type="checkbox"/> E (\$300) <input type="checkbox"/> F (\$250) <input type="checkbox"/> G OTHERS (\$800)					
LOCATION OF THE CONFERENCE		CITY		COUNTRY	
DATE OF THE CONFERENCE		DU - FROM		AU - TO	
		YEAR   MO.   DAY		YEAR   MO.   DAY	
				CONFERENCE'S WEB SITE	
IS THE PRESENTATION RELATED TO THE WORK PERFORMED DURING A TEACHING OR RESEARCH ASSISTANT POSITION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE PRESENTATION A PART OF YOUR CURRENT THESIS?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
TITLE OF YOUR PRESENTATION (PLEASE ATTACH AN ABSTRACT OF YOUR PRESENTATION)		<input type="checkbox"/> POSTER <input type="checkbox"/> VERBAL PRESENTATION			
AUTHOR(S) AS LISTED ON THE PROGRAM					
HAS THE PRESENTATION BEEN ACCEPTED?		<input type="checkbox"/> YES   IF YES, PLEASE ATTACH THE WRITTEN CONFIRMATION <input type="checkbox"/> NO   IF NO, INDICATE THE DATE ON WHICH YOU EXPECT TO RECEIVE AN ANSWER AND FORWARD THE WRITTEN CONFIRMATION AS SOON AS YOU RECEIVE IT.			
TRAVEL BUDGET		TRAVEL FARE		<input type="checkbox"/> AIR <input type="checkbox"/> TRAIN <input type="checkbox"/> BUS <input type="checkbox"/> OTHER ..... \$	
		REGISTRATION		\$	
		OTHER (SPECIFY) :		\$	
HAVE YOU REQUESTED FINANCIAL ASSISTANCE FROM ANOTHER AGENCY FOR THIS SAME CONFERENCE?		<input type="checkbox"/> NO <input type="checkbox"/> YES   IF YES, SPECIFY			
NUMBER OF TRAVEL GRANTS OBTAINED FROM THE CUPE 2626?		DATES AND AMOUNTS		\$   YEAR   MO.   DAY   \$	

**PLEASE SUBMIT THE FOLLOWING DOCUMENTS WITH YOUR APPLICATION:**

- |   |   |
|---|---|
| <input type="checkbox"/> THIS FORM, DULY COMPLETED AND SIGNED                               | <input type="checkbox"/> RECOMMENDATION OF ACADEMIC UNIT AND/OR SUPERVISOR  |
| <input type="checkbox"/> WRITTEN CONFIRMATION THAT YOU WILL BE PRESENTING AT THE CONFERENCE | <input type="checkbox"/> PROOF OF MEMBERSHIP WITHIN THE PAST 12 MONTHS <input type="checkbox"/> ABSTRACT OF YOUR PRESENTATION |

**I ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE INFORMATION ON THE SECOND PAGE OF THIS APPLICATION.**







CUPE-1091 PDF 2019/06

DATE

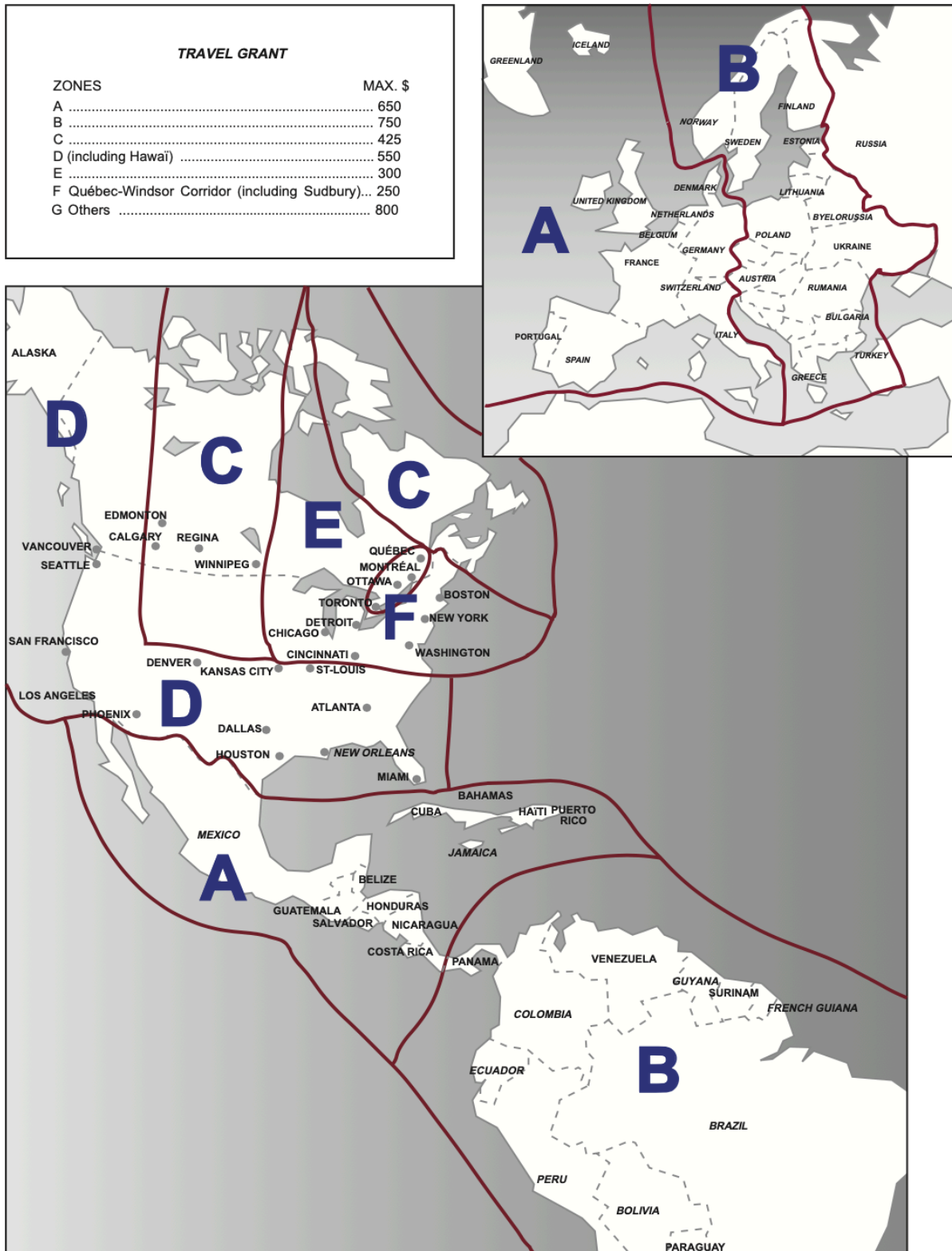
SIGNATURE

(REQUESTER)

## Appendix FP-8B

SCFP 2626				CUPE 2626			
Frais de Voyage de Bourse de Conférence				Conference Fund Travel Expenses			
							
<b>Demandeur / Requester</b>				<b>Départ / Departure</b>		<b>Retour / Return</b>	
<b>Fac. / Serv.</b>				<b>de / from</b>		<b>à / to</b>	
<b>Destination</b>		<b>Date</b>					
<div style="display: flex; justify-content: space-between;"> <div>  <b>Canada</b> <input checked="" type="checkbox"/> <b>U.S.A.</b> <input type="checkbox"/> <b>Taux US / US Rate</b> </div> <div> <b>Étranger/Abroad</b> <input type="checkbox"/> </div> </div>							
	<b>jour/day 1</b>	<b>jour/day 2</b>	<b>jour/day 3</b>	<b>jour/day 4</b>	<b>jour/day 5</b>	<b>jour/day 6</b>	<b>jour/day 7</b>
	<b>total</b>						
<b>A. Transport / Transportation</b>							
Avion / Air							
Train							
Autre / Other (CAN)							
Autre / Other (US)							
Conversion 							
<b>sous-total</b>							
<b>B. Voiture privée / Private automobile</b>							
Cost (\$)							
<b>sous-total</b>							
<b>C. Logement / Accomodation</b>							
Hôtel / Hotel							
Conversion 							
<b>D. Autres / Other</b>							
Taxis							
Conversion 							
<b>E. Inscription / Registration</b>							
Congrès / Convention							
Conversion 							
<b>Total (global)</b>							
<b>F. Signatures</b>							
<p>Je certifie que ces dépenses sont exactes et qu'elles ont été encourues au cours de participation à une conférence comme le prévoient les règlements de CUPE-SCFP 2626.</p> <p>I hereby certify that these expenses are correct and have been incurred during attending a conference as per CUPE-SCFP 2626 regulations.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div> <p>_____ (Demandeur) Signature (Requester)</p> <p>_____ (Approbateur) Signature (Approver)</p> </div> <div> <p>_____ Date</p> <p>_____ Date</p> </div> </div>							

## Appendix FP-8C



## **FP-9 Strike Hardship Fund (SHF)**

### **FP-9.1. PURPOSE**

A Strike Hardship Fund (SHF) shall be established at the outset of a strike. The purpose of the SHF is to assist members who are participating in the strike and who are dealing with financial hardship resulting from reduced income during the strike.

### **FP-9.2. CONSIDERATIONS**

The Local understands that it is neither possible nor desirable to provide a comprehensive list of *all* situations relating to the impacts of a strike. We recognize that a manageable circumstance to one person may be an emergency to another because of their specific life circumstances.

The Local understands that some members have difficult financial situations outside of the criteria described in this fund; for emergency needs not caused by the strike, the Strike Benefits Committee will redirect members to the Local's Emergency Fund instead.

### **FP-9.3. AMOUNT**

The goal of the fund is to strike a balance between providing substantive relief for the circumstances that led a member to apply and helping as many members as possible with the funds available.

The total amount of the fund will be \$20,000 and it will come directly from the Defence Fund. Individual disbursements will be limited to a maximum one-time lump sum of \$500.

For strikes lasting longer than six weeks, and depending on the needs of the Local, the Strike Benefits Committee may add an additional \$10,000 to the SHF.

The Strike Benefits Committee will decide how much funding to award an applicant based on financial need and funds available. This means that the amount of funding an applicant receives may not necessarily reflect how difficult the Committee considers an applicant's situation to be and may instead reflect how many members need support during the same period.

Payments for the SHF will be issued by cheque.

#### **FP-9.4. PROCEDURE**

To apply for the Strike Hardship Fund, an applicant needs to fill out an online form through which they will submit their personal information as well as answers to the following prompts:

1. A description of the nature of their financial emergency (e.g. unable to pay rent due to reduced income);
2. A description of the steps they have taken to try to address the financial emergency themselves; and
3. Demonstration of financial need (i.e. a budget of their monthly expenses and income).

Grants awarded under the Strike Hardship Fund will be decided by the Strike Benefits Committee.

#### **FP-9.5. CONFIDENTIALITY**

All information given to any officer or staff member of the Local will be treated in a confidential manner.

#### **FP-9.6. LIMITATIONS**

No part of this policy supersedes or may be used to overrule the Bylaws of CUPE 2626, the Collective Agreement between the Local and Employer, or the CUPE National Constitution.

#### **FP-9.7. RATIFICATION AND APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023*.  
*Approval by the General Assembly pending.*

# OPERATIONAL AND OTHER POLICIES

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## OP-1 Anti-Harassment Policy

### OP-1.1. PURPOSE

The purpose of the CUPE 2626 Harassment Policy is to promote a safe and respectful workplace that is free from bullying, harassment, and discrimination, as well as define the preceding terms and the behaviours that may be considered inappropriate. This policy also provides guidelines and procedures for reporting and addressing instances of bullying, harassment, and discrimination. This policy is meant to be followed in conjunction with CUPE 2626's Equality Statement and Code of Conduct.

### OP-1.2. SCOPE

This policy applies to all CUPE 2626 officers, committee members, and stewards. This policy applies to all workplace interactions conducted in-person, in writing, by email, by telephone, and through social media.

### OP-1.3. DEFINITIONS

**“Complainant”** is the member who brings forward a case of bullying, harassment, and/or discrimination.

**“Respondent”** is the person responding to the case as the claimed perpetrator of bullying, harassment, and/or discrimination.

**“Bullying and Harassment”** includes any inappropriate conduct or comment that a person knew or reasonably ought to have known would be humiliating or intimidating towards another.

Examples of bullying and harassment include, but are not limited to: ostracism, verbal and/or physical threats and abuse, offensive jokes, unwelcome invitations and/or physical contact, unwelcome sexual advances, public ridicule, defamation, derogatory statements and/or name-calling, and persistently criticizing, demeaning or ridiculing a person.

**“Discrimination”** is negative differential treatment in the workplace on the basis of any grounds protected under the Canadian Human Rights Act or Ontario Human Rights Code.

**“Workplace”** is defined as the physical office space, as well as functions and locations related to the workplace, such as online spaces, email and text communications, conferences, conventions, CUPE 2626 social gatherings, workshops, work travel, or other work-related situations.

**Note:** Bullying, harassment, and discrimination in the workplace does not include expressing differences of opinion; workplace disagreements and debates; consensual workplace interactions; offering constructive feedback, guidance, or advice about work related behaviour; or reasonable action taken by an EB member or committee chair relating to management (e.g., managing

performance, taking reasonable disciplinary actions, or assigning work) as long as they respect CUPE 2626 Bylaws, policies, and legislation, are reasonable, and are not abusive or discriminatory.

#### **OP-1.4. ROLES AND RESPONSIBILITIES**

When a complaint is made against a member of CUPE 2626's Executive Board (EB), committee members, or stewards, the President will act as a neutral mediator to investigate and address the complaint. If the complaint is against the President, the role of mediator will be fulfilled by the Secretary-Treasurer (ST). If the President and ST are unable to act as mediator, the Vice-President will fulfil the role.

If the complainant does not believe the President, ST, or Vice-President is able to act as an impartial mediator, the CUPE National Representative will act as mediator.

If at any point during the complaint process, the mediator, complainant, or respondent feel that the complaint should not be handled by an EB member, they may refer the complaint to the CUPE National Representative.

#### **OP-1.5. PROCEDURES**

The complaint process requires the consent of both parties and emphasizes attempting to reach a resolution through mediation or other consensual arrangements. The aim is to address the harm in a way that is less adversarial and seeks to remedy the forces in our workplace that have allowed and promoted bullying, harassment, and/or discrimination.

The complaint process can also include two external processes: the CUPE National Trial Process or external complaint avenues (through the University, Human Rights Tribunal, or the police).

Once the complaint process has begun, an immediate separation of parties will be implemented for 7 (seven) days. This separation includes both physical separation and the ceasement of online communication. If separation cannot occur due to the nature of the complainant's and respondent's roles in the workplace, a case-by-case method of separation will be undertaken to prevent as much contact as possible between the parties. This separation is meant to act as a cool-down period and should not be construed as evidence of wrongdoing.

The union has a legal duty to represent all members of the bargaining unit affected by the harassment, including those on the EB, committee members, and stewards.

The complainant has the right to:

- Work in a healthy and safe work environment;
- Have a complaint heard and receive a fair, unbiased investigation of the facts;
- Have a representative with them at any time during the complaint process; and,
- Be free from retaliation for filing a complaint.

The respondent has the right to:

- Work in a healthy and safe work environment;
- Know the full nature of the allegations in order to make a full response;
- Have their response heard and receive a fair, unbiased investigation of the facts;
- Fair discipline, should discipline occur; and,
- representation during any investigation and discipline procedure.

Other members have the right to:

- Work in a healthy and safe work environment;
- Receive support if they have witnessed and been harmed by harassment; and,
- Be free from retaliation for participating in an investigation.

### **OP-1.5.1. The Complaint Process**

This option focuses on providing information to both parties, support to the complainant, and the possibility of mediation for resolution. The complainant and the respondent are each entitled to have a support person while pursuing a resolution. The complaint process does not require any direct contact between the parties, unless deemed necessary by the CUPE National Representative. The advisory committee will provide support to the complainant that may include, but is not limited to

- Acting as a neutral mediator between members;
- Directing members to appropriate university or local community services;
- Reviewing the benefits and drawbacks of third-party mediation; and,
- Recommending to the EB the hiring of a third-party mediator, if deemed necessary.

Possible remedies through the complaint process include, but are not limited to

- Communicating the reported conduct to the respondent and demanding it to stop;
- Voluntary mediation between the parties. The focus of the meeting will be: the impact of the reported conduct on the complainant, and reaching an agreement on a resolution of the complaint; and,
- Voluntary mediation with the CUPE National Representative.

If the parties are able to agree upon a resolution, these resolutions may include, but are not limited to

- An apology by the respondent to the complainant;
- Counselling or anti-harassment/discrimination training for the respondent; and,
- A separation of parties.

If the parties are unable to agree upon a resolution or either party is unsatisfied with the results of the complaint process, they may appeal the decision through the CUPE National Trial Process, as outlined below.

#### **OP-1.5.2. CUPE National Trial Process**

The Trial Process is currently the only means available under the CUPE National Constitution that could potentially result in a binding finding of exclusion from union spaces. For further information on the CUPE National Trial Process, refer to Appendix F of the [CUPE National Constitution](#). The latest version of the CUPE Trial Process includes a provision that provides members with an alternative process for dealing with complaints regarding discrimination and harassment, located in Section F.4(c) of the constitution, and further outlined in the CUPE National Trial Procedure Handbook. This process is only to be suggested as a last resort.

#### **OP-1.5.3. External Complaints**

Complainants may opt to file a complaint that is external to CUPE 2626, for example to the University of Ottawa, to the Human Rights Tribunal, or to the police. CUPE 2626 cannot get directly involved in these processes. Similarly, any finding under these external complaints cannot be automatically applied to union spaces, though they may be taken into account during complaint proceedings, or in cases where disciplinary action as defined by CUPE 2626 by-laws are required. However, a complainant may still access any funds or support offered by the CUPE 2626 if they choose an external process.

#### **OP-1.6. CONFIDENTIALITY**

To protect all those involved, confidentiality will be maintained throughout the complaint process to the extent possible. All information relating to the complaint will be disclosed only to the extent necessary to carry out under this policy or as required by law. While it is understood that, due to the limited nature of CUPE 2626, the identities of complainants may be known, all members of the EB, Committees, and stewards are expected to respect and preserve the confidentiality of all complainants and compliant processes.

All emails and communications regarding a complaint will not be deleted, but archived. If discussions or votes need to be carried out in EB meetings, general membership meetings or assemblies, or other committee spaces, they will be held *In Camera*.

#### **OP-1.7. RETALIATION**

CUPE 2626 will not tolerate any form of retaliation against anyone with respect to this policy. Any form of retaliation will be considered in violation of this policy and may result in immediate disciplinary actions in keeping with CUPE 2626 and CUPE National guidelines.

#### **OP-1.8. ABUSE OF THE COMPLAINT PROCESS**

1. Strategic Complaints: unfounded or malicious complaints intended to censor, intimidate, and silence critics until they abandon their criticism or opposition will not be tolerated. Accusations of bullying, harassment, and discrimination in response to workplace disagreements, direct or frank comments or questions, and constructive criticism will be considered an abuse of the complaint process and may be subject to immediate disciplinary actions in keeping with CUPE 2626 and CUPE National guidelines.
2. Complaints while acting in non-CUPE 2626 capacities: allegations of bullying, harassment, or discrimination against EB members, committee members, and stewards acting in a capacity unrelated to CUPE 2626 will not be subject to the complaint process outlined above. Complaints in this regard will be recommended to appropriate university or local community services.
3. False Complaints: any person who makes a complaint under this policy that they know to be untrue may be subject to immediate disciplinary actions in keeping with CUPE 2626 and CUPE National guidelines.

#### **OP-1.9. LIMITATIONS**

Decisions regarding modifications to this policy will be made through a 2/3 majority vote of the EB. Such decisions shall be documented and added to this document.

#### **OP-1.10 RATIFICATION AND APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023*.

*Approval by the General Assembly pending.*

## OP-2 Archiving Policy

### OP-2.1 DIGITAL ARCHIVES

#### OP-2.1.1 FORMAT

To preserve the integrity of documents, archived documents must be kept in PDF format.

- Documents will not be editable.
- Documents will be stored in the CUPE 2626 Google Drive, in relevant folders, unless otherwise decided upon by the Executive Board of CUPE 2626.

#### OP-2.1.2 FILE RETENTION

For file retention, we will follow the CUPE national retention policy. The policy states:

- Ontario labour relations board certificates are to be kept **FOREVER**.
- Pay equity files are to be kept **FOREVER**.
- Human rights case files are to be kept for **5 YEARS**.

Additionally, we will adhere to the following in-house policies for the documents listed below:

- All of the following documents will be housed digitally in the CUPE 2626 Google Drive (subject to technological changes or changing administrative needs, as decided by the CUPE 2626 Executive Board) for the specified periods of time:
  - Finalized bilingual versions of CUPE 2626's Collective Agreements will be retained for **25 YEARS (MOVED TO ARCHIVE AFTER THIS PERIOD)**.
  - Finalized bilingual versions of CUPE 2626's bylaws will be retained for **25 YEARS (MOVED TO ARCHIVE AFTER THIS PERIOD)**.
  - Agendas and minutes for Annual General Assemblies (AGAs) and Regular General Assemblies (RGAs) will be retained for **10 YEARS (MOVED TO ARCHIVE AFTER THIS PERIOD)**.
  - Finalized bilingual AGA and RGA kits will be retained for **10 YEARS**.
  - Executive Board member and committee reports for AGAs and RGAs will be retained for **10 YEARS**.
  - Agendas and minutes for Executive Board meetings will be retained for **10 YEARS**.
  - Agendas and minutes for Stewards' Council meetings will be retained for **10 YEARS**.
  - Identifying information (first name, last name, position within the Executive Board and relevant contact information) about members of the Executive Board will be retained for **5 YEARS AFTER THE END OF THEIR FINAL MANDATE**.

#### OP-2.1.3 ORGANIZATION OF THE GOOGLE DRIVE

The drive will be organized by mandate then subject (e.g. May 2017- April 2018)

- The exceptions to this are the **Finances folder**, which will be organized first by subject then mandate, and the **Grievance folder**, which will be divided into ongoing grievances and completed grievances. The completed grievances will be divided by calendar year.
- The drive must include an **Archive folder** into which files that must be archived can be placed. Files should be moved to this folder after their retention period has ended.

#### **OP-2.1.4 MISCELLANEOUS**

- In order to keep the drive as organized as possible, any duplicate file must be deleted.
- For consistency's sake, everyone must use the drive to store their documents.
- All files should be labelled with descriptive titles for ease of searching.
  - Meeting minutes and agendas must include the date of the meeting and the name of the group that is meeting (e.g. Grievance Committee, Executive Board).
  - Separate French and English document versions should use the codes FR or EN to denote the language predominantly used in the file.

#### **OP -2.2 PHYSICAL ARCHIVES**

- Physical documents will be digitalized upon receipt and uploaded to the drive.
  - Physical financial documents will be retained in accordance with CRA guidelines.
  - All other physical documents will be disposed of upon digitization.
- Physical documents filed prior to the implementation of this policy will be archived or destroyed on a case by case basis, operating within the guidelines of this policy.

#### **OP-2.3 SUMMARY OF CUPE 2626 DOCUMENT RETENTION GUIDELINES**

- Paper files can be disposed of if electronic copies are stored digitally in a shared digital space. Efforts should be made to ensure new documents are received in a digital format or are promptly digitized for easier storage.
- Time periods in the Retention Period column are for active electronic retention.
- “Archive” means that a file must be kept forever. After the retention period passes, these files should be moved to the Archive folder or kept in the physical archive (if not digitized).
- Shred/Delete means that paper copies should be either shredded or recycled depending on the confidentiality of the information. Electronic copies should be deleted.

##### **OP-2.3.1 - SUMMARY TABLE**

Document	Retention Period	Disposal Method
<b>Governance</b>		
Bylaws	25 years	Archive
Administration / trusteeship	25 years	Archive
Policies and regulations	1 year after superseded	Archive
<b>Bargaining</b>		
Planning	10 years	Archive
Negotiation	10 years	Archive
Collective Agreements	25 years	Archive
Strike / lockout	10 years	Archive
<b>Grievance Management</b>		
Grievance document	25 years	Archive
Correspondence and background information	25 years	Archive
Arbitration awards	25 years	Archive
<b>Organizing</b>		
Organizing drive	25 years	Archive
Certification	25 years	Archive
<b>Research</b>		
Data gathering	1 year after superseded	Shred/Delete
Analysis	10 years	Shred/Delete
Reporting	10 years	Shred/Delete
Reference material	10 years	Shred/Delete
<b>Education</b>		
Member education	10 years	Shred/Delete



Employee training	10 years	Shred/Delete
<b>Committees, working groups, and councils</b>		
Mandate	period in which the committee/working group/council is active	Archive
Meeting planning / execution	5 years	Archive
<b>Political action</b>		
Election participation (municipal, federal and provincial)	5 years	Shred/Delete
Bills and legislation	5 years	Shred/Delete
Lobbying	5 years	Archive
Communications	5 years	Shred/Delete
<b>Issues and campaigns</b>		
Planning / design	15 years	Archive
Campaign content	15 years	Archive
Cost share	15 years	Archive
Reporting	15 years	Archive
<b>Communications</b>		
Media relations	5 years	Shred/Delete
Publications	5 years	Shred/Delete
Member newsletters	5 years	Shred/Delete
Website materials	5 years (if not regularly used)	Shred/Delete
Social media materials	5 years	Shred/Delete
Digital assets	5 years (if not regularly used)	Shred/Delete
Advertising	5 years	Shred/Delete
<b>Legal</b>		

General counsel	10 years	Archive
Labour Relations	20 years	Archive
Litigations	20 years	Archive
Professional development	2 years	Shred/Delete
<b>Health and Safety</b>		
Health and safety reports	10 years	Archive
<b>Human Resources</b>		
Employee files (active)	until employee retires or leaves	Archive
Employee files (inactive)	Archive	Archive
Hiring policies	5 years after superseded	Archive
<b>Finance</b>		
Accounts payable	Current year plus 6 years	Shred/Delete
Per capita	Current year plus 6 years	Shred/Delete
Budget	Current year plus 6 years	Archive
Financial statements	25 years	Archive
Strike pay	25 years	Archive

#### **OP-2.4 RATIFICATION and APPROVAL**

Approved and Ratified by the Executive Board on the *28th day of August, 2023*.

*Approval by the General Assembly pending.*

## **OP-3 Per Diem Policy**

### **OP-3.1. PURPOSE**

CUPE 2626 would like to encourage members to attend conferences, conventions, seminars, workshops, or other approved activities. By providing financial support, CUPE 2626 supports the further development and education of its members.

### **OP-3.2. ELIGIBILITY**

To be eligible, applicants must:

- a. be registered at the University of Ottawa at the time of attendance and must have been a member of the bargaining unit within twelve (12) months prior to applying to the fund;
- b. Provide receipts for any expenses incurred;
- c. Provide proof of attendance at conferences, conventions, seminars, workshops, or other approved activities during which time the expenses were incurred, and;
- d. Have prior approval from the Executive Board (EB) to attend conferences, conventions, seminars, workshops, or other approved activities with financial support from CUPE 2626.

### **OP-3.3. PROCEDURE**

After attending the conferences, conventions, seminars, workshops, or other approved activities, members must;

- a. Complete the “Reimbursement Request Form”, and;
- b. Provide documentation of expenses incurred.

The Secretary-Treasurer (ST) will review the application and ensure its eligibility. Once completed, the reimbursement request will be approved by ST, President, and Vice-President, except in cases where the reimbursement request was filed by the ST, where the President and Vice-President will approve the applications.

If the decision to approve or deny the reimbursement request is deemed important to the continuing operation of the Union, or the President, Vice-President, and ST are unable to come to a decision, the request will be presented to the Finance Committee (FC) for approval. In these cases, reimbursements awarded under the Per Diem Policy will be decided through a majority vote of the FC.

### **OP-3.4. AMOUNT**

CUPE 2626 will pay members the following per diem rate for meals, if none are provided by the event and/or the member is unable to partake in provided meals:

- a. \$85.00 per day, with a maximum reimbursement of \$40.00 per meal.

Note: CUPE 2626 will not pay for alcoholic beverages, medical supplies, or non-consumables, except in cases of travel and accommodations.

CUPE 2626 will pay members the following rates for travel and accommodations:

- a. For members travelling by personal vehicle, an allowance of 54¢ per kilometre for travel to and from their home, plus parking costs (with receipts) where applicable, is payable. Mileage claims will only be reimbursed if travel by personal vehicle was the lowest cost option available.
- b. Members are expected to finalize travel arrangements as early as possible to take advantage of reduced fares. Receipted plane, train, or bus fares for travel to and from the meeting location are reimbursable provided they do not exceed the lowest cost option available to CUPE 2626. Receipted costs for public transportation to and from the airport (or train/bus station) are reimbursable to an amount that does not exceed the lowest cost service available.
- c. Where arrangements are made to have hotel room charges billed directly to CUPE, members are expected to verify and sign their room account before leaving the hotel. Members also must pay any incidental expenses charged to the room account before leaving the hotel. Where members are required to pay the accommodation costs themselves, CUPE will reimburse the approved room rate plus applicable taxes upon submission of the original hotel receipt.

Note: Delegates to conventions, conferences, and education held locally shall have no travel or accommodation allowance. Members who travel additional distances for personal reasons shall not have those expenses reimbursed. Members must travel and accommodate themselves at the most economical rate; any expenses incurred due to upgrades from the most economical rate will not be reimbursed.

### **OP-3.5. DENIAL OF FUNDING**

If expenses submitted are deemed outside of the scope of Per Diem reimbursements, the President, Vice-President, and ST retain the right to refuse reimbursement to the member. If the President, Vice-President, and ST are unable to come to a decision regarding reimbursement, they will present the issue to the FC for final decisions.

### **OP-3.6. FURTHER CONSIDERATIONS**

Decisions regarding modifications to the Per Diem Policy will be made through a 2/3 majority vote of the FC. Such decisions shall be documented and added to this document.

### **OP-3.7. CONFIDENTIALITY**

All information given to any member, officer, representative or employee of CUPE 2626 will be treated in a confidential manner.

If required, documents sent by the Treasurer to the FC for recommendations or decisions may be redacted to exclude information that can be used to identify the applicant, should the identity of the applicant influence the FC review.

### **OP-3.8. LIMITATIONS**

No part of this policy supersedes or overrides the Bylaws of CUPE 2626 or the Collective Agreement between the Union and Employer.

### **OP-3.9. RATIFICATION AND APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023*.  
*Approval by the General Assembly pending.*

## **OP-4 Strike Policy**

### **OP-4.1. RIGHT TO STRIKE**

Local 2626 shall exercise its right to strike whenever one of its units votes in favour of strike action.

All procedures and measures taken during a strike shall follow the stipulations of CUPE National's Constitution, Defence Fund, and Strike Fund, as well as the Local's Bylaws, and any applicable Federal or Provincial legislation.

### **OP-4.2. STRIKE DUTIES**

Every member shall perform picket-line duties in order to qualify for strike pay.

Picketers shall refer all media inquiries for official union positions to designated Local spokespersons. Media requests for unofficial, rank-and-file perspectives on the picket lines shall be made known to the respective Picket Captain.

### **OP-4.3. ACCOMMODATIONS AND ALTERNATIVE DUTIES**

All requests for accommodations in lieu of picket-line duties shall be presented to the Accommodations Committee, and they must include the reason(s) and need(s) of the member for such a request.

Accommodation requests on grounds covered by the Ontario Human Rights Code (OHRC) shall not be denied. All other requests are subject to the CUPE 2626 Bylaws, the CUPE Constitution, and National Defence Fund Regulations, and are at the discretion of the Accommodations Committee.

Members who have received an accommodation from picket-line duties shall be offered alternative duties in consideration of the basis for the accommodation. Alternative duties shall be arranged commensurate with the time, challenge, and rate of remuneration of picket-line duties, and shall be subject to the CUPE 2626 Bylaws, the CUPE Constitution, and National Defence Fund Regulations.

Alternative duties shall be set by the Accommodations Committee and shall include, but are not be limited to, Headquarters operations, administrative and financial work, social media work, digital disruption campaigns, and fundraising.

### **OP-4.4. STRIKE PAY**

As per the CUPE National Strike Fund Regulations, picketers will receive Strike Pay at a rate of \$15/hour, to a maximum of \$300/week, for a total of twenty (20) hours per week of picket or alternate duties. Members must work twenty (20) hours in a week to qualify for strike benefits except in approved circumstances as outlined by CUPE National Strike Fund Regulations.

Local 2626 will endeavour to obtain a prorated exception from CUPE National to allow members to receive \$150/week for a minimum of ten (10) hours of work per week.

In addition to CUPE National's Strike Pay, the Local may use its Defence Fund to top up the pay provided by National. In this event, picketers shall receive from the Local, additional pay at the rate of \$15/hour, to a maximum of \$150/week, for a minimum of (10) hours of work per week.

Upon commencing strike action, the Local shall cease payment of all honoraria until such time as the strike is officially concluded, and the union is back at work. Members of the Executive Board, Bargaining Committee, and any other members receiving honoraria shall receive Strike Pay to perform their respective duties throughout the duration of the strike.

#### **OP-4.5. STRIKE PAY PROCEDURE**

Only members who abstain from bargaining unit work and who are active picketers are eligible for strike pay, subject to the other eligibility criteria herein described. The member must also:

1. complete and signed a Strike Pay Application in the form provided by CUPE National;
2. participate in the strike by performing assigned strike duties for at least ten (10) hours per calendar week.

#### **OP-4.6. STRIKE HARDSHIP FUND**

At the outset of a strike, the Strike Benefits Committee shall establish, maintain, and administer a Strike Hardship Fund (SHF). The SHF shall assist members who are participating in the strike and who are dealing with financial hardship resulting from reduced income during the strike.

Applicants must be a CUPE 2626 strike pay eligible member who has actively been picketing (or performing alternative duties, assigned by the Accommodations Committee) for a minimum of 10h/week, and they must demonstrate financial hardship resulting directly from reduced income due to the strike.

#### **OP-4.7. MEMBERS' RESPONSIBILITIES**

Every member shall comply with the Strike Policy of the Local, as well as the directions and/or instructions issued by the General Assembly, the Strike Committee, or the Executive Board during the period of the strike.

In accordance with Appendix F.1 (l) of the CUPE National Constitution, a member of the local is guilty of a strike-related offence against the Constitution who fails to respect the local union's picket line, or

works for the employer during a legal strike or a labour dispute, or engages in any strikebreaking activities. Violations shall be dealt with in the manner prescribed in Appendix F (Trial Process) of the CUPE National Constitution.

#### **OP-4.8. MONETARY DONATIONS**

Monetary donations will be accepted. Any donations shall be directed to the Strike Benefits Committee.

#### **OP-4.9. POSITIONS AND DUTIES**

All official positions and duties are described in the Strike Committee Policy. New positions and duties can be created at the Strike Committee's discretion based on the needs of the Local.

#### **OP-4.10. LIMITATIONS AND AMENDMENT**

The General Assembly will approve the Strike Policy, and any modifications thereto, by motion duly presented, seconded, and approved by a simple majority.

#### **OP-4.11. RATIFICATION AND APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023*.  
*Approval by the General Assembly pending.*



## **OP-5 Investment Policy**

### **OP-5.1. PURPOSE**

The Defence Fund comprises all investment accounts of CUPE 2626. Investments must maximize financial security and stability, assure the preservation of the Union's capital and need for liquid assets, thus reflecting a conservative management philosophy.

### **OP-5.2. PROCEDURE**

Funds should be invested utilizing a mix of low-risk options. These include but are not limited to

- a. Federal or Provincial government bonds;
- b. Government backed debt instruments (e.g. Hydro Ontario);
- c. Crown Corporation bonds;
- d. Treasury bills;
- e. Guaranteed Investment Certificates; and
- f. Bankers' Acceptance from Schedule 1 Chartered Banks.

All funds will be invested in instruments backed by either the federal or provincial governments or Schedule 1 Chartered Banks.

CUPE 2626 will invest funds for cycles not longer than 1 (one) calendar year. Investments must ensure that at least \$500,000 is always available for withdrawal and use within 1-2 business days. The proposed distribution of investments, based on the total amount available is as follows:

- a. 50% Liquid (e.g. Money Market, cash equivalent)
- b. 25% to mature within 6 months
- c. 25% to mature within 1 year based on a ladder approach.

All investments must be redeemable on the market value.

### **OP-5.3. AMOUNT**

CUPE 2626 will maintain in its checking account an amount equivalent to 3 (three) months of its regular operating costs, as defined in its yearly operational budget. This amount may include the Local's Unrestricted Assets.

### **OP-5.4. FURTHER CONSIDERATIONS**

The President and the Secretary-Treasurer have the authority to invest on behalf of CUPE 2626, in accordance with the parameters established in this Policy.

Any changes to this policy require the approval of the Executive Board. For cases of withdrawal, the signatures of both the President and the Secretary-Treasurer are required.

#### **OP-5.5. CONFIDENTIALITY**

All information given to any member, officer, representative or employee of CUPE 2626 will be treated in a confidential manner.

#### **OP-5.6. LIMITATIONS**

Investments must comply with all legislative enactments, Articles and By-Laws. Where possible, CUPE 2626 may invest in ventures that are socially responsible and ethical, in line with its values.

No part of this policy supersedes or overrides the Bylaws of CUPE 2626 or the Collective Agreement between the Union and Employer.

#### **OP-5.7. RATIFICATION AND APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023*.

*Approval by the General Assembly pending.*

## **OP-6 Solidaria Bargaining Committee Policy**

For clarity, this policy applies only to the Executive Board (the “Employer” of Solidaria Employees) only.

### **OP-6.1. PURPOSE**

#### **OP- 6.1.1. Notice to Bargain**

**OP- 6.1.1.1.** Upon receipt of a Notice to Bargain from Solidaria, the EB shall strike a Bargaining Committee. The President shall advise Solidaria, in writing, the names of the members of the Employer’s BC.

**OP- 6.1.1.2.** Should no Notice to Bargain be received, the EB shall discuss in camera at an EB meeting if they wish to enter into negotiations. Should a motion to enter negotiations be passed by majority vote by the EB, the Employer shall strike a Bargaining Committee and send a Notice to Bargain to Solidaria in the ninety (90) days prior to the expiration of the Solidaria CA. This Notice to Bargain shall include the names of the members of the Employer’s BC.

**OP- 6.1.2.** This Solidaria BC is responsible for:

- i. Consulting the EB to solicit suggestions for improvements or changes to the Solidaria Collective Agreement (CA);
- ii. Conducting a thorough review of the current Solidaria CA;
- iii. Exchanging proposals and negotiating in good faith with Solidaria.

**OP- 6.1.3.** During the course of negotiations with Solidaria, the President shall present, in camera at EB meetings, a report on the status of negotiations.

### **OP-6.2. DEFINITIONS**

For the work of the Solidaria Bargaining Committee, these terms will be used as defined below to avoid confusion:

**EB** = Executive Board                      **BC**=Bargaining Committee                      **CA**= Collective Agreement

**SOLIDARIA:** The Bargaining Unit representing the employees of CUPE 2626

### **OP-6.3. COMPOSITION and RESPONSIBILITIES**

#### **OP-6.3.1. Composition**

**OP-6.3.1.1.** The Solidaria BC is composed of the President, the Vice-President, and the Secretary-Treasurer. Exceptionally, depending on the needs of the Committee, the EB may nominate one (1) other EB member to the Solidaria BC. The committee shall not exceed four (4) members.

**OP-6.3.1.2.** Other members of the EB may be invited to consult or work on particular proposals based on their portfolio within the EB.

**OP-6.3.1.3.** All official members of the committee, as stipulated in OP-6.3.1.1., are voting members.

**OP-6.3.1.4.** The Solidaria BC may invite guests to bargaining sessions to speak on specific topics. If the committee intends to invite a guest, Solidaria will be notified in advance.

#### **OP-6.3.2. Responsibilities within the Solidaria BC**

**OP-6.3.2.1.** The President shall be the Chair of the Solidaria BC and its Lead Negotiator. The President may delegate tasks to other committee members.

**OP-6.3.2.2.** Tasks shall be divided equally among the committee members.

**OP-6.3.2.3.** All committee members must attend all internal committee meetings and negotiation sessions with Solidaria.

#### **OP-6.4. APPLICATION AND ENFORCEMENT**

The President is responsible for ensuring the application and enforcement of this policy within the Solidaria BC and throughout its activities, as well as the CUPE 2626 Bylaws, the Solidaria Collective Agreement, and any applicable legislation.

#### **OP-6.5. POWERS**

**OP-6.5.1.** The Solidaria BC has the power to establish its own strategies to adequately fulfil its mandate, provided that those strategies are adopted by a majority vote of committee members.

**OP-6.5.2.** The Solidaria BC has the power to determine if an agreement in principle has been reached.

#### **OP-6.6. PROCEDURES**

##### **OP-6.6.1. Internal Meetings**

**OP-6.6.1.1.** The committee shall designate a member as resource person to draft and circulate the agenda and take meeting minutes.

**OP-6.6.1.2.** For official decisions, the quorum for a meeting of the Solidaria BC is three (3) members, one of which must be the President. All such decisions must be approved by a  $\frac{2}{3}$  majority.

#### **OP-6.6.2. Meetings with Solidaria**

**OP-6.6.2.1.** The committee shall designate a member as resource person to take meeting minutes.

**OP-6.6.2.2.** To be deemed official, the quorum for a meeting with Solidaria is two (2) members, one of which must be the President.

#### **OP-6.6.3. Record-Keeping**

**OP-6.6.3.1.** For each round of bargaining, a new folder will be created on the President's Google Drive and shared with the members of the Solidaria BC. This folder shall contain all bargaining related files, documents, communications, research, and notes organised in the relevant subfolders.

**OP-6.6.3.2.** All versions of proposals shall be kept in separate folders dated with the day they were exchanged with Solidaria.

#### **OP-6.6.4. Conduct of Negotiations**

**OP-6.6.4.1.** At the outset of negotiations, the Solidaria BC will endeavour to establish with Solidaria the format for exchanging proposals and the location and timing of meetings.

**OP-6.6.4.2.** The Solidaria BC shall respect a no-concessions approach to bargaining, save and except where proposed by Solidaria.

#### **OP-6.7. CONFIDENTIALITY**

**OP-6.7.1.** Bargaining proceedings are confidential.

**OP-6.7.2.** Should the committee need to consult the EB, these conversations should be held in camera.

**OP-6.7.3.** The Committee may communicate with the CUPE 2626 membership should either party file for conciliation, should a strike be imminent, or should an agreement in principle be reached.

#### **OP-6.8. BILINGUALISM**

**OP-6.8.1.** Solidaria BC Members and guests have the right to express themselves in the official language of their choice in meetings and communications.

**OP-6.8.2.** During negotiation meetings with Solidaria, preference will be given to the official language chosen by Solidaria.

**OP-6.8.3.** Proposals may be drafted in either official language, unless otherwise agreed upon by the Solidaria BC and Solidaria.

#### **OP-6.9. OTHER APPLICABLE POLICIES and/or LEGISLATION**

- Solidaria Collective Agreement
- Ontario Labour Relations Act (OLRA)
- Employment Standards Act (ESA)
- Canada Labour Code
- Ontario and Canada Human Rights Codes
- Pay Equity Act

#### **OP-6.10. RATIFICATION AND APPROVAL**

Approved and Ratified by the Executive Board on the *14th day of August, 2023.*

*Approval by the General Assembly pending.*