



# **OSBCU**

## **POLICY MANUAL**

**February 2023**

This Policy Manual will be distributed at each OSBCU Convention and will be sent to all affiliated locals not in attendance at the OSBCU Convention. All changes to the Policy Manual will be approved by the Executive Board of the Council. Every effort has been made to ensure that OSBCU Policies are not contradictory to our OSBCU By-laws. In the event that any Policy herein contradicts any of the OSBCU Approved By-laws then the By-laws will take precedent.

## 1. FINANCE POLICIES

### MEMBER EVENTS (CONFERENCE/COMMITTEES/CONVENTION)

#### 1.1. PER DIEM

- i) OSBCU will pay members the following per diem rates for pre-approved attendance at in person OSBCU meetings on the following basis:

**Daily Rate** – OSBCU will provide a per diem equivalent to the CUPE National rate (as approved for meetings, including travel time, greater than three hours in one day of \$90 per day.

**½ Daily Rate** – OSBCU will provide a per diem equivalent to the CUPE National rate for meetings, including travel time, equal to less than three hours in one day.

The rates above will be reduced as follows when meals are provided at a meeting:

- When all three meals are provided there will be no per diem
- Breakfast provided – deduct \$20.00
- Lunch provided – deduct \$24.00
- Supper provided – deduct \$46.00

- ii) **CUPE Ontario** will pay members the follow per diem rates of \$74 per day for pre-approved attendance at Ontario Division meetings when representing OSBCU, OSBCU Strategic Planning Meetings, 2 OSBCU Executive Board Meetings per year, and the Executive meeting preceding the annual convention on the following basis, expenses must be submitted on CUPE Ontario Expense forms and are paid directly by CUPE Ontario in accordance with their policies:

**Daily Rate** – CUPE Ontario will provide a per diem equivalent to the CUPE Ontario rate for meetings, including travel time, greater than three hours in one day.

**½ Daily Rate** – CUPE Ontario will provide a per diem equivalent to the CUPE Ontario rate for meetings, including travel time, greater than three hours in one day.

The rates above will be reduced as follows when meals are provided at a meeting. When all three meals are provided there will be no per diem paid.

- Breakfast provided – deduct \$16.00
- Lunch provided – deduct \$22.00
- Supper provided – deduct \$36.00

- iii) In the event that a member's local per diem exceeds the rates listed above OSBCU and CUPE Ontario will not be responsible for any top ups.
- iv) It is the member's responsibility to obtain and retain pre-authorized authorization from OSBCU in order to provided a per diem reimbursement. Being an elected/appointed member of a committee is classified as a pre-approval authorization for a committee meeting.

## **1.2 TRAVEL POLICY**

- i) When travel is required for approved OSBCU business, mileage shall be paid in accordance with CUPE National Mileage Rate (\$0.58 per km) or Economy Class airfare, plus ground travel, whichever is less. For further clarity, the President and Secretary Treasurer shall be consulted for approval prior to any mileage in excess of 1000 kilometre round trip.
- ii) When travel is required for approved CUPE Ontario business (see 1.1 ii above for details), mileage shall be paid in accordance with CUPE Ontario Division Travel Policy (COD 1.2) (\$0.54 per km) or Economy Class airfare, plus ground travel, whichever is less. For further clarity, the President and Secretary Treasurer shall be consulted for approval prior to any mileage in excess of 1000 kilometre round trip.
- iii) Airfare, train, bus fare, hotel, parking etc. must be supported by original receipts. (Air and train transportation are normally booked through W.E. Travel or by the Secretary Treasurer.
- iv) Where more economical, members should use public transportation.
- v) If a member's local mileage rate is higher, OSBCU and CUPE Ontario will not pay the difference.
- vi) Use of the HIGHWAY 407 for business purposes will be considered. Prior approval from the President or Secretary Treasurer (except in exceptional circumstances) will be required. Cost of transponder or non-transponder fees are the responsibility of the member. Receipts with documented trips will be required to be submitted.

## **1.3 VEHICLE ALLOWANCE**

- i) The President shall be paid a vehicle allowance in accordance with the CUPE Ontario Fleet Policy and Allowance (COD 4.3) for the use of their personal vehicle. They shall be paid mileage according to the OSBCU Travel Policy. Cost of the vehicle and insurance must be provided on a monthly basis to the Secretary-Treasurer. It is understood that OSBCU does not reimburse the president for travel to and from the office. In consideration of this, 24 round trips per year will be reimbursed.

## **1.4 FAMILY OR DEPENDENT CARE SUBSIDY**

- i) OSBCU will reimburse for family care (elder or child-care) expenses up to a maximum of \$100.00 per day per family, above and beyond normal family care cost for approved attendance at convention, conference and meetings. A valid receipt from the service provider will be required for reimbursement. For example, if your regular fees are \$60.00 per day and you have to pay \$100.00 per day, OSBCU will reimburse the difference of \$40.00 per day. If the regular fee is \$125.00, OSBCU will reimburse up to \$100.00 only. Family care subsidy forms are available from Secretary Treasurer at OSBCU.

## **1.5 NO FREE ALCOHOL PROVIDED AT EVENTS**

- i) OSBCU will not pay for any alcoholic beverages for any OSBCU events and dinners.
- ii) There will be no reimbursement for the purchasing of alcohol to members, officers or staff.

- iii) The Executive Board may approve the purchasing of alcohol for special events. Such approval shall be provided in advance of the expense.

## **1.6 EXPENSE REIMBURSEMENTS TO MEMBERS**

- i) Committee members are encouraged to submit expenses as quickly as possible and minimally once per month. Expenses will not be paid in advance unless pre-authorized by the President and Secretary Treasurer.
- ii) Expense claims which are properly authorized and submitted within the 45-day timeframe as stated on the back of the OSBCU Expense form and within the current fiscal year end will be reimbursed within three (3) weeks of the date the claim received.
- iii) Expense claims which are properly authorized and submitted after the 45-day timeframe as stated on the back of the OSBCU Expense Form and within the current fiscal year end will be reimbursed within four (4) weeks of the date the claim is received.
- iv) Expense claims submitted after the 45-day timeframe as stated on the back of the OSBCU expense form but not within the current fiscal year end (e.g., for expenses from the prior fiscal year) will not be reimbursed. (an 8-week grace period will be allocated once the fiscal year ends).
- v) OSBCU cannot control the timeframe for members' expenses being reimbursed by CUPE National or CUPE Ontario but at the request of a member, OSBCU will have immediate discussions with CUPE National or CUPE Ontario about a repayment timeframe.
- vi) All OSBCU expense claims will contain all of the relevant information pertaining to the expenses including; date, location, reason for expense, signature, and receipts.
- vii) All expenses claims will be submitted using two OSBCU vouchers. One voucher is for lost time and the other voucher will be for all other expenses. Lost time claims must be submitted on a separate and distinct voucher.

## **1.7 PETTY CASH**

- i) There will be no petty cash on hand at the OSBCU.
- ii) Petty cash of up to \$1000 will be used at conference and events if there is a need. Such decision shall be approved by the Secretary Treasurer.

## **1.8 WORK PLANS**

- i) Work plans with attached budgets will be developed in conjunction with appropriate elected members and staff. Committees' plans, and campaigns must be submitted prior to any related activities or expenditures to the Secretary Treasurer and President for approval (based on the approved overall budget)
- ii) Expenditures for each committee or campaign must work within the original work plan/budget or require approval by the Secretary Treasurer and President in advance if the expenditures are planned to exceed the original budget.
- iii) The Secretary Treasurer will report the expenditures for each committee or campaign compared to the original work plan/budget or approved revised budget.

## **1.9 COMPLIMENTARY HOTEL ROOMS**

- i) OSBCU will, through CUPE Ontario, negotiate, through the agent, the highest number of complimentary hotel nights we can achieve in every contract and use them to offset costs associated with that event.
- ii) OSBCU will assign complimentary hotel rooms to elected officers and/or staff and/or guests who are required to attend the event at the expense of OSBCU and/or CUPE Ontario.

## **1.10 ACCOMMODATION COSTS**

- i) OSBCU will only pay for standard rate hotel room book through the OSBCU. OSBCU will not pay to upgrade hotel rooms. OSBCU will book rooms in the hotel as voted upon by the Executive board in order to ensure the group rate. The Executive board will review the hotel selection at the end of the year for budget purposes.
- ii) OSBCU will only pay for standard rate hotel room. OSBCU will not pay for upgraded hotel rooms.
- iii) OSBCU will only pay for hotel accommodations for members attending a pre-approved meeting and who live more than 100kms from the meeting location. Exceptions to this rule will be at the discretion of the President or Secretary-Treasurer.
- iv) The President or Secretary-Treasurer may consider additional accommodation nights to avoid members traveling in inclement weather and/or late meeting end times.
- v) If a full-time officer of OSBCU chooses not to move his/her principal residence, which is more than 100 kms away, to the Greater Toronto Area, OSBCU will pay for a hotel for up to six months. Following which OSBCU will cover the reasonable and customary costs of a rental property, parking, monthly utilities and furnishings required. OSBCU will also cover any moving costs associated with the relocation to the Greater Toronto Area. The monthly costs shall not exceed the costs of hotels.
- vi) Any elected officer that is a regular book off, or in a long-term book off may reside in the rental property as space allows, as a cost savings measure.
- vii) If a full-time officer of the OSBCU chooses to move his/her principal residence to the Greater Toronto Area, OSBCU will pay for an apartment/hotel for up to six months. OSBCU will cover all moving costs related to the relocation to the Toronto area.
- viii) Consideration will be made for additional hotel stays and/or car rentals when taking into account additional meeting or events. The cost of this will be weighed against the additional travel cost

## **2 CONVENTION, CONFERENCES & MEETINGS**

### **2.1 CONVENTION**

- i) OSBCU will arrange an Annual Convention as per Article 6 in the OSBCU By-laws.
- ii) CUPE Ontario shall continue to make all the necessary arrangements for the Annual OSBCU Convention, including the collection of registration fees and payment of vendors.

- iii) The Convention shall be held at a time and place set by the President and recommended by the Executive Board of the Council.
- iv) The theme, program and agenda of the Annual Convention shall be set out by the Executive Board of the Council
- v) CUPE Ontario will pay Executive Committee members for the period of time prior to Convention that Committee members are required to be in attendance once convention begins, the Local will pay their costs.
- vi) CUPE Ontario will pay one-way transportation and accommodation expenses to facilitate attendance at the meeting before the Convention.

## **2.2 MEETINGS & CONFERENCES**

- i) OSBCU shall hold four (4) Executive Board meetings, and a minimum of three (3) area meetings as per Article 6.1.06 in the OSBCU Bylaws.
- ii) Area meetings will be held three (3) times per year (one at convention). All options will be considered including virtual.
- iii) Additional conferences/leadership meetings may be ordered by the Executive Board to deal with bargaining issues and/or other issues of significance. OSBCU will work with CUPE Ontario to make necessary arrangement for conferences or meetings. OSBCU will collect registration fees and will handle the payment of vendors.
- iv) OSBCU will pay Executive Committee members for the period of time prior to any additional conferences/leadership meetings that Committee members are required to be in attendance. Once conference/leadership meeting begins, Locals pay their costs.
- v) OSBCU will pay one-way transportation and accommodation expenses to facilitate attendance at the meeting before the conference/leadership meeting.
- vi) Special Meetings shall be held upon written petition from two-thirds (2/3) of Local Unions affiliated to the Council, which have approved such petition at a Local Union Meeting (OSBCU Bylaw 6.1.07).
- vii) Meetings of the Council Executive Board shall be called by the President a per Article 8.1.01 of the OSBCU Bylaws.
- viii) OSBCU staff participation at Convention, Conferences, and Meetings is an expectation of the role.
- ix) All Conventions, Conferences and Meetings, at minimum must break even. Registration fees for Annual Convention are set by CUPE Ontario. Registration fees for Conferences or Meetings will be set by the Ways & Means Committee or the Secretary Treasurer in order to achieve a break-even status.

### **3 MEMBER BOOK OFF**

#### **BOOK OFF POLICY**

- i. Only members from Locals affiliated to the OSBCU will be invited to do member book-off for OSBCU campaigns and activities.
- ii. OSBCU members will be selected based on the following:
  - a) Level of knowledge and/or expertise in a specific area.
  - b) Member skill sets.
  - c) Geographical area or classification relevant to a campaign.
  - d) Availability.
  - e) OSBCU will rotate through member book-offs and apply and report on an equality screen.
- iii. OSBCU will provide reimbursement for lost time on the principle of “no loss”. It is understood that the principle of “no loss” includes reimbursement for lost benefits. Any claim for reimbursement of lost time must be accompanied by proof of loss. This could include an invoice from the employer or local union. Such proof will be required on an annual basis and/or following and pay increases. Special circumstances may be considered on an individual basis by the Secretary-Treasurer. Lost time will be reimbursed in one of the following ways:
  - a) The employer pays the member and OSBCU reimburses the employer.
  - b) The Local covers the cost and OSBCU reimburses the employer.
  - c) If a) and b) are not possible, the OSBCU will reimburse the member directly at their regular rate of pay.
  - d) If a), b) or c) are not an option for reimbursement, the member must contact the Secretary Treasurer in advance to seek approval for alternate arrangement such as fee for service.
  - e) OSBCU will reimburse daily lost time based on a regular work day.
  - f) Special circumstances will be reviewed on an individual basis by the Secretary-Treasurer.
  - g) All book offs will be approved by OSBCU Table Officers in advance and it is the responsibility of the member to arrange the book off with their employer.

### **4 SALARIES, ALLOWANCES & BOOK OFFS**

#### **4.1 SALARIES & VACATIONS**

##### **4.1.1 PRESIDENT**

- i) The Officer's yearly salary shall be (see appendix A) (plus benefits, vacation pay, and pension contributions). This salary shall increase as per any negotiated increase in the Central Agreement.
- ii) Vacation pay shall be equivalent to that of their home local collective agreement.
- iii) If the Officer's wage/salary (exclusive of overtime) or vacation entitlement, at the time of their election to the council, is higher, the higher rate shall apply.

#### **4.1.2 SECRETARY-TREASURER**

- i) The Officer's yearly salary shall be (see appendix A) (plus benefits, vacation pay and pension contributions). This salary shall increase as per any negotiated increase in the Central Agreement.
- ii) Vacation pay shall be equivalent to that of their home local collective agreement.
- iii) If the Officer's wage/salary (exclusive of overtime) or vacation entitlement, at the time of their election to the council, is higher, the higher rate shall apply.

#### **4.1.3 FIRST VICE PRESIDENT**

- i) The Officer's daily rate is (see appendix A). This daily rate shall increase as per any negotiated increase in the Central Agreement.
- ii) If the Officer's normal rate of pay is lower than the daily rate, the difference shall be paid to the officer directly. If the Officer's normal rate of pay is higher than the daily rate, the higher rate shall apply.

#### **4.1.4 FRANCOPHONE VICE PRESIDENT**

- i) The Officer's daily rate is (see appendix A). This daily rate shall increase as per any negotiated increase in the Central Agreement.
- ii) If the Officer's normal rate of pay is lower than the daily rate, the difference shall be paid to the officer directly. If the Officer's normal rate of pay is higher than the daily rate, the higher rate shall apply.

### **4.2 ALLOWANCES**

#### **RESPONSIBILITY ALLOWANCE**

- i) The following representatives shall receive a monthly responsibility allowance (see appendix A): First Vice-President, Francophone Vice President, Area Vice President, Area Mobilization Officers, Health and Safety Representative and the Injured Workers Representative and Equity Representative. This allowance shall increase at the same rate as negotiated pay increase for the general membership.
- ii) All Conventions, Conferences and Meetings, at minimum must break even. Registration fees for Annual Convention are set by CUPE Ontario. Registration fees for Conferences or Meetings will be set by the Ways & Means Committee or the Secretary Treasurer in order to achieve a break-even status.

### **4.3 BOOK OFF**

#### **4.3.1 PRESIDENT**

- i) The office of the President shall be a full-time book off (12 months).

#### **4.3.2 SECRETARY-TREASURER**

- ii) The office of the Secretary Treasurer shall be at minimum 50% (part time). The scheduling of the time will be determined through consultation with Table Officers. The workload will be evaluated during the annual budget process.

#### **4.3.3 FIRST VICE PRESIDENT**

- iii) The office of the First Vice President shall be at minimum 20% (part time). The scheduling of the time will be determined through consultation with Table Officers. The workload will be evaluated during the annual budget process.

#### **4.3.4 FRENCH VICE PRESIDENT**

- iv) The office of the French Vice President shall be a minimum 10% (part time). The scheduling of the time will be determined through consultation with Table Officers. The workload will be evaluated during the annual budget.

### **4.4 FINANCIAL CONTROLS**

#### **4.4.1 THREE QUOTE POLICY**

- i) OSBCU requires three quotes to be obtained for all expenses/contracts in excess of \$5000.
- ii) OSBCU will strive to obtain competitive quotes from organizations that are unionized and with Canadian-made products and services.
- iii) Ongoing professional services such as legal, audit and consulting are exempt from this policy. These services may be tendered and/or authorized by the officers based on each situational requirement.

#### **4.4.2 CHEQUE REQUISITIONS, EXPENSE FORMS AND PURCHASING AUTHORITY**

- i) The signing officers of the Council shall be the President, Secretary-Treasurer, First Vice President and Francophone Vice President. All cheques of the Council shall be signed by two of the above noted officers.
- ii) All payments must be authorized by either the President or Secretary-Treasurer. The President and Secretary-Treasurer will not authorize payment of their own expense claim. If both the President and the Secretary-Treasurer are unavailable for a period of time, the First Vice President shall have authorization privilege. No signing officer will sign a cheque payable to themselves or to their employer.
- iii) The Secretary-Treasurer shall pay no money unless there are sufficient funds available and the expense is supported by a cheque requisition or expense form or request for payment duly signed by the President or the Secretary Treasurer.
- iv) The approval of the Executive Committee of the Council will be required in the event that the total expenses in any category exceeds the amount budgeted by more than 25%.

- v) Approval of large purchases (in excess of \$5000) or purchases that exceed the amount budgeted in any category by more than 25% (whichever is greater), shall be by motion and approval of the majority (50% + 1) of Executive Board members, subject to the following conditions.
- a) To the extent possible, all decisions will be made at an in-person, teleconference or video conference meeting of the Executive Committee. Decisions will require a majority vote of those Executive Committee members present at the meeting, providing quorum is achieved. Quorum shall be 50% +1 of the Executive Board of the Council.
  - b) Where not practical or possible, the President may request that a decision(s) may be made via email if, in his/her opinion, a matter must be dealt with before the next scheduled meeting of the Executive Board.
  - c) Executive Board members will be provided with sufficient background information to consider the matter and will be provided with at least 48 hours to vote.
  - d) An Executive Board member may, at any time prior to voting and within the 48 hours, request an in-person meeting, teleconference, video conference to discuss the issue.
  - e) Each Executive Board member must email his/her vote to all other Executive Board members.
  - f) In the event there is one or more dissenting votes, a meeting (in person or via teleconference) must be held to discuss the issue(s) before a decision can be made. Regular voting rules apply (i.e., quorum and a majority vote are required).
  - g) In the event a properly constituted in person or teleconference meeting cannot be scheduled, and if the President believes that the matter cannot wait for the next scheduled meeting, the President will have the authority to accept the vote as valid providing the majority of Executive members responded with the same vote and the rules regarding quorum have been met.
  - h) An Executive Board member must vote using their OSBCU provided email address that is normally used to communicate with the Council Executive in order for the vote to be valid. Such email will constitute the Executive Board member's signature. It is expected that Executive Board members will only use email addresses that are not accessible by others.
  - i) The Secretary Treasurer will retain all voting emails including those with background and discussions relevant to the decision.
  - j) The minutes of the next properly constituted meeting will include the description of the issue, a summary of any relevant discussions and the decision made.

#### **4.4.3 CHEQUE SIGNING AND LIMITS**

- i) The OSBCU President's stamp may be used in conjunction with the First Vice President's, the Francophone Vice President's or the Secretary Treasurer signature for cheques less than \$5000 which are supported by documented approval of the purchase(s).
- ii) The President and Secretary Treasurer are required to sign cheques for amounts equal to and in excess of \$5000 which are support by documented approval of the purchase(s). The President's stamp may be used for Receiver General and other government remittance payments as well as payments to CUPE National for Rent, Benefits and Pension payments.

#### **4.4.4 TIPPING**

- i) Reimbursement for tipping will be capped at 25%. It is understood that the normal an acceptable standard rate for tipping is 20%. Any tipping over 25% will not be reimbursed unless authorized by the executive board for exceptional circumstances.

#### **4.4.5 CREDIT CARDS**

- i) The OSBCU Secretary Treasurer, President and one OSBCU Staff will be provided an OSBCU Credit Card for events, travel and accommodation related expenses of OSBCU.
- ii) Credit cards are for OSBCU business use only.
- iii) All expenses charged to the card must be properly supported by itemized receipts.
- iv) All receipts are to be provided to the Secretary Treasurer for the reconciliation by the 10<sup>th</sup> of each month. (For example, January receipts are to be submitted no later than February 10<sup>th</sup>).

#### **4.4.6 REWARD POINTS COLLECTED ON OSBCU PURCHASES**

- i) OSBCU owns all reward points generated from purchases using from OSBCU credit cards, hotel stays and any other activity that earns reward points while on OSBCU business (except individual personal Air Canada Aeroplan points).
- ii) All rewards points collected will be used for the work of the OSBCU membership.
- iii) The collection and use of the reward points will be administered and reported by the Secretary- Treasurer as part of the quarterly reporting system.

#### **4.4.7 LONG TERM CONTRACTS**

- i) Any supplier contracts which have a term greater than one year and are in excess of \$10000 per year require the review and approval of the Executive Committee prior to the officer's signing.
- ii) Any long-term contract requirements may be reviewed with CUPE Ontario/CUPE National to determine cost saving/sharing opportunities.

#### **4.4.8 CANADIAN MADE/UNION MADE PRODUCTS**

OSBCU will endeavour to use only Canadian Made/Union Made products whenever possible.

OSBCU will:

- i) Only hold events at unionized venues (where practicable) which include community venues where our members work.
- ii) Only book travel with unionized transportation companies.
- iii) Ensure all product available for purchase at events or utilized as promotional items for our union are Canadian Made/Union made products.

For clarification, this means:

- a. The first choice is for the product to be made by unionized workers in Canada.
- b. Next that the product be made by unionized workers elsewhere in the world.
- c. Finally, that the product has been partially assembled, screened with decals, etc. in Canada by unionized workers.

Options b and c are ONLY to be employed if a product is absolutely NOT available as a Canadian Made/Union Made product.

#### **4.4.9 GIFTS AND DONATIONS**

- i) Donations to organizations, other CUPE locals, or allies will be voted on by the Executive Board. The minimum amount will be \$250, however, greater amounts for donations will be considered by the Executive Board taking into consideration of purpose for donation and OSBCU budget.
- ii) A maximum of \$100 shall be allotted for "Gifts". Gifts are in recognition of an event for the Executive Board or Staff working directly with/for OSBCU e.g., Passing of immediate family, recovery in hospital, birth of child, wedding, retirement, etc. The Executive will be made aware of these gifts and will be included on the card. In the event that a gift may be necessary outside of these limitations, a vote will be taken by the Executive Board.

### **5. HUMAN RESOURCE POLICIES**

#### **5.1 HIRING**

- i) OSBCU will post all permanent external job opportunities to the members of OSBCU through e-blast (s) and website postings.
- ii) OSBCU through the President and Table Officers will review all applications and will interview a select number of qualifying individuals.
- iii) OSBCU will not hire immediate family members of officers or current employees to any position within the organization.
- iv) OSBCU will hire as an equal opportunity employer.

## **5.2 FORMER EXECUTIVE MEMBERS**

- i) All former Executive members will be required to return all equipment, account information and passwords to the Council upon leaving the organization with 48 hours (or as otherwise mutually agreed). This will include, but not limited to cell phones, credit cards, office keys, laptops as well as relevant documents and/or files related to their position.
- ii) Upon approval by the Secretary Treasurer with the former Executive member for any arrangement to keep equipment, all costs associated with the equipment will become the responsibility of the former Executive member.

## **5.3 CELL PHONE POLICY**

- i) The following positions will be provided paid cell phone or reimbursement (up to the going market rate) with invoice or receipt for OSBCU business:
  - a) President
  - b) Secretary-Treasurer
  - c) First Vice President
  - d) Francophone Vice President
  - e) Staff/Book Off
- ii) Officer will be informed of the usage plan and its terms and conditions for usage.

## **6. GREEN POLICIES**

### **6.1 PRINTING AND COPYING**

- i) All printing at the OSBCU Office be double sided where possible.
- ii) Coloured printing will only be used when necessary.

## **7. GOVERNANCE POLICIES**

### **OSBCU TERMS OF REFERENCE**

#### **7.1 EXECUTIVE BOARD**

- i) The Executive Board mandate and membership is described in our By-laws and shall include upholding the CUPE Constitution, CUPE Ontario Constitution, the OSBCU Bylaws, the Equality Statement, and will be held to a higher standard regarding professional demeanor and confidentiality.
- ii) The Executive Board and officers are responsible to ensure OSBCU is strategically working within its financial means and the approved budget.
- iii) The Executive Board will work with the officers to ensure that the OSBCU approved strategic plans and campaigns are being implemented.
- iv) Each Executive Board member shall report to each OSBCU Executive Board meeting when requested.

- v) If an Executive Board member is on a sick leave or away from work due to a workplace injury and/or and absent from the workplace, an alternate shall be appointed until such time when the regular member can fulfill their duties on behalf of the committee. The alternate will be determined by the Executive Board (all attempts will be made to use members of the board and/or member book offs).
- vi) Executive Board members who are performing modified duties shall be considered to be in the workplace and actively at work. It shall be the responsibility of the committee member to identify scenarios which may hinder their ability to properly represent the members.
- vii) Executive Committee members attending committee meetings who are on sick leave, LTD or away due to workplace injury will not have lost time or insurance payments paid for any reason.

## **7.2 OSBCU EXECUTIVE BOARD MEETINGS**

- i) OSBCU will hold their regular Executive Board meetings at the CUPE Ontario Regional Office. If the CUPE Ontario Regional office is not available, the Executive Board will meet in another free venue that is accessible and suitable if available.
- ii) Where possible, the Executive Board will plan for their meetings to have start times in a manner to avoid the need for traveling members to stay in a hotel the night before the meeting. For example, start a meeting at 1pm.
- iii) In election years the beginning session of the annual strategic planning session will be an orientation session for members that are newly-elected to the Board. It will also serve as the Anti-Racism/Anti-Oppression training for the entire Board.
- iv) At the first Executive Board meeting after the election, appointments to committees will be determined.

## **7.3 COMMITTEES DETERMINED BY COLLECTIVE AGREEMENT**

- i) The following Committees are determined through Collective Agreement. Participation is in accordance to the language of the collective agreement. Any additional participation that is required will be upon appointment by the President following consultation with Executive.
  - a) Provincial Working Group for Health and Safety.
  - b) Central Labour Relations Committee
  - c) Central Dispute Resolutions Committee
  - d) Education Workers Diverse and Inclusive Workforce Committee
  - e) Ministry Initiatives Committee
  - f) Learning and Services Continuity & Absenteeism Taskforce
- ii) Delegates of these committees will submit a report to the quarterly Executive Board Meeting.

## **7.4 ONTARIO DIVISION COMMITTEES**

- i) The following Committees are part of the CUPE Ontario Division. Delegates to these committees are determined as follows:

- a) OMERS Reference group – 1 delegate and 1 alternate – to be elected annually from the Executive Board.
  - b) Health & Safety - Health & Safety Representative.
  - c) Injured Workers – Injured Workers Representative.
  - d) Trades Committee – Elected annually from the Trades Committee
- ii) Delegates to Ontario Division Committee will submit a report to the quarterly Executive Board Meeting.

## **7.5 OSBCU COMMITTEES**

### **Equity Committee –**

made up of members appointed by the President through application process after consultation with the Executive Board. Appointments to be reviewed annually at the OSBCU strategic planning session. Applications will be solicited through email and social media posts. The committee will be made up of representatives from the following equity seeking groups

- Indigenous Workers
- Racialized Workers
- 2SLGBTQ1A+
- Workers with Disabilities
- Young Worker
- Women
- Francophone

### **Classification Committees**

Made up of members appointed by the President through application process after consultation with the Executive Board. Appointments to be reviewed annually at the annual OSBCU strategic planning session. Applications will be solicited through email and social media posts. The Committee will be made up of 1 representative from each of the areas in addition to 1 francophone member in the following classification groups

- Clerical
- Custodial
- DECE
- EA & CYW
- Food Services
- Instructor
- IT
- Library Worker
- Maintenance and Trades
- Professionals (requires certification with college other than CECE)
- Supervision
- Transportation

## **7.6 POLICY COMMITTEE**

- i) The Policy Committee membership is to include the Secretary Treasurer, one (1) Area Vice President and one (1) Area Mobilizer. The President or designate shall be an ex-officio member of the committee as per OSBCU Bylaws 9.1.10.
- ii) The Secretary Treasurer shall chair the Policy Committee.

- iii) The Policy Committee establishes expenditure approval responsibility over a set amount and/or multi-year contracts.
- iv) Members of the Policy Committee will participate in the Ways & Means Committee.

#### **7.7 WAYS & MEANS COMMITTEE**

- i) The Ways & Means Committee membership is to include the Secretary Treasurer, two (2) members from the Policy Committee, two (2) members at large. The President or designate shall be an ex-officio member of the committee as per OSBCU Bylaws 9.1.10.
- ii) The Secretary Treasurer shall chair the Ways & Means Committee.
- iii) The Ways & Means Committee establishes the annual budget and make recommendations concerning business of the Council.

#### **7.8 BYLAW COMMITTEE**

- i) The Bylaw Committee membership is to include one (1) Area Vice President, one (1) Area Mobilization Officer, three (3) members at large (1 must be Francophone). The President or designate shall be an ex-officio member of the committee as per OSBCU Bylaws 9.1.10.
- ii) The two (2) Executive Officers will co-chair the Bylaw Committee.
- iii) The Bylaw Committee will establish process for amendments and will ensure the President communicates process to local president in order to facilitate member driven amendments.

#### **7.9 RESOLUTION COMMITTEE**

The Resolution Committee membership is to include one (1) Area Vice President, one (1) Area Mobilization Officer, three (3) members at large (1 must be Francophone). The President or designate shall be an ex-officio member of the committee as per OSBCU Bylaws 9.1.10.

- i) The two (2) Executive Officers will co-chair the Resolution Committee.
- ii) The Resolution Committee will establish process for resolutions and will ensure the
- iii) President communicates process to local presidents in order to facilitate member driven resolutions.

#### **7.10 MINISTRY INITIATIVES COMMITTEES**

- i) From time to time committees may be established by the Ministry of Education. Participation in these committees will be by appointment by the president following consultation with the Executive.
- ii) Members of these committees will report quarterly to the Executive Board.

#### **7.11 PRESIDENT**

- i) The President's role, responsibility and mandate are described in our By-laws. Compensation increases are tied to those negotiated at the central table.

#### **7.12 SECRETARY TREASURER, FIRST VICE PRESIDENT, FRANCOPHONE VICE PREIDENT**

- i) The Secretary Treasurer, First Vice President and Francophone Vice President's roles, responsibility and mandate are described in our Bylaws. Compensation increases are tied to those negotiated at the central table.

#### **7.13 AREA VICE PRESIDENT, AREA MOBILIZATION OFFICERS, HEALTH & SAFETY REPRESENTATIVE, INJURED WORKER REPRESENTATIVE, AND EQUITY REPRESENTATIVE**

- i) The Area Vice President, Area Mobilization Officers, Health & Safety Representative, and Injured Worker Representative and Equity Representative roles, responsibilities, and mandate are described in our Bylaws. Responsibility Allowance is connected to fulfillment of these roles and responsibilities.

#### **7.14 TABLE OFFICERS**

- i) The Table Officers are comprised of the President, Secretary Treasurer, 1<sup>st</sup> Vice President and Francophones Vice President.

#### **7.15 STAFF POSITIONS**

- i) The Council may hire staff in accordance with the OSBCU approved budget.

#### **7.16 TRUSTEE AND AUDIT REPORTING**

- i) The Council shall have three (3) elected Trustees as per the OSBCU Bylaws.
- ii) The Trustees shall make a written report of their finding to the Annual Convention and the first Council Executive Board meeting following the completion of the audit.
- iii) The Trustee shall send to the National Secretary Treasurer, with a copy to the OSBCU Staff Coordinator and OSBCU President the following documents:
  - a) Completed Trustee Audit Program.
  - b) Completed Trustees' Report.
  - c) Secretary Treasurer Report to the Trustees.
  - d) Recommendations made to the President and Secretary Treasurer of the Council.
  - e) Secretary Treasurer's response to the recommendations.
  - f) Concerns that have not been addressed by the Council Executive Board.
- iv) The National Secretary Treasurer or designate, shall have the authority to examine all books and records of the Committee.
- v) OSBCU trustees will have access to copies of all Executive Board minutes when they are performing their audit.

- vi) Annually, OSBCU Auditor's reports in person directly on the year end audited financial results and the Auditor's Management Letter.
- vii) OSBCU trustees will meet with the auditors as necessary during the auditing sessions.

#### **7.17 EDUCATION WORKERS BENEFIT TRUST**

- i) Nothing in this policy can supersede the CUPE Education Worker Benefit Trust Agreement. This agreement is available online and by request.
- ii) The Council shall appoint five (5) trustees to sit as part of the Education Workers Benefit Trust.
- iii) One (1) of these trustees must be an external expert as defined by the Trust Agreement.
- iv) A minimum of two (2) trustees should be a member of CUPE Education Workers in Ontario.
- v) Membership to the Canadian Union of Public Employees (CUPE) is preferred.
- vi) Reappointments will be considered ninety (90) days prior to expiration of term. The Executive Board will hold a special meeting to consider reappointments. Appendix C outlines the term lengths and expirations.
- vii) Should applications be required to fill trustee spots, the OSBCU will send notice to all locals and post on social media. The posting will be up for ten (10) business days. Interviews will be conducted with suitable applicants within the following ten (10) business days.
- viii) A Trust Appointee Committee consisting of the table officers will conduct interviews. If one of the table officers is currently a trustee they will recuse themselves from the committee.
- ix) A list of questions contained in Appendix C will be used in the interview. Additional questions may be asked as necessary.
- x) A recommendation for appointee will be brought to the Executive Board within five (5) business days. The successful appointee will be notified the next business day
- xi) Training for the positions will be provided by the Trust.
- xii) Trustees are expected to submit a report to the Executive Board on a quarterly basis.
- xiii) Lost time, per diem, accommodations, travel, etc., are the responsibility of the Trust.

### **8. ELECTIONS**

- i. The President, Secretary Treasurer, First Vice President, Health & Safety Representative, Injured Worker Representative, Equity Representative and Trustees shall be elected as per article 10 of the OSBCU Bylaws. The Francophone Vice President shall be elected as per Article 10 of the OSBCU Bylaws.
- ii. Area Vice Presidents and Area Mobilization Officers shall be elected as per Article 10 of the OSBCU Bylaws.

- iii. The President and the Secretary Treasurer shall, at the expense of the Council, be deemed Accredited Delegates to all OSBCU Conventions, conferences and leadership meetings provided they remain a member in good standing with their Local Union.
- iv. In order to be eligible for election, or re-election, to any office, a candidate must be an accredited delegate to the annual convention.
- v. No delegate may be nominated for office unless present at the Annual convention as an accredited delegate.
- vi. Nominations, elections and installation of officers shall take place according to the schedule of elections in Appendix C of the OSBCU Bylaws.
- vii. Vacancies on the Executive Boards shall be filled according to articles 10 of the OSBCU bylaws.
- viii. Members running for election at the OSBCU Convention may submit a one page, black and white election letter or flyer to OSBCU by a date specified/announce on the 2<sup>nd</sup> Convention call, and a black and white copy of the material will be sent to all locals in advance of the convention. Every effort should be made for election materials to be bilingual. Members are responsible for their own translation costs.
- ix. The statement will also be posted on the OSBCU website and election material for all candidates will be limited to that designated section.
- x. Staff of OSBCU or CUPE will not be permitted to involve themselves in anyway in any election of any member running for any office/committee within OSBCU.
- xi. No OSBCU or CUPE Ontario resources (for example copiers, fax machines, computers etc.) will be used in anyway in any election of any member running for any office within OSBCU (aside 8 above).
- xii. No member will have access to membership lists for purposes of election campaigns.

## **9. OSBCU CAMPAIGNS**

### **9.1 DEVELOPMENT, EVALUATION AND REPORTING ON OSBCU CAMPAIGNS**

- i) OSBCU Campaigns will be developed in consultation with assigned CUPE National staff and the OSBCU Table Officers. Campaigns will be discussed with Executive board at quarterly Executive meetings.
- ii) The OSCBU Table Officers in consultation with staff and members directly involved in the campaign, will evaluate each campaign at its close.
- iii) Regular reporting on campaigns will be presented to the Executive Board and members.

## 10. SOCIAL MEDIA

### 10.1 SOCIAL MEDIA

This policy provides guidance for the use of social media on behalf of OSBCU and its various committees. This policy is aimed at minimizing risk to OSBCU, our members, and our staff, and should be seen as a reference guide to responsible participation on all social media platforms.

- i) Users need to know and adhere to the CUPE Ontario Equality Statement when using social media on behalf of OSBCU.
- ii) Users are encouraged to use social media to promote the flow of useful information that supports OSBCU operations and values.
- iii) Social media posts must not contradict our OSBCU Communication Strategy or OSBCU & CUPE Ontario's values, CUPE Ontario Equality Statement, or the law.

**APPENDIX A**

<b>Position</b>	<b>Sep-20 1%</b>	<b>Sep-21 1%</b>	<b>Sep-22 \$1/hr</b>	<b>Sep-23 \$1/hr</b>	<b>Sep-24 \$1/hr</b>	<b>Sep-25 \$1/hr</b>
<b>President (Full time release)</b>	\$65,885.85	\$66,544.71	\$68,640	\$70,720	\$72,800	\$74,880
<b>Secretary Treasurer (annual rate – part time book off)</b>	\$62,748.43	\$63,375.92	\$65,457.60	\$67,537.60	\$69,617.60	\$71,697.60
<b>1<sup>st</sup> Vice President (daily rate)</b>	\$201.12	\$203.14	\$211.20	\$219.20	\$227.20	\$235.20
<b>French Vice President (daily rate)</b>	\$201.12	\$203.14	\$211.20	\$219.20	\$227.20	\$234.20
<b>OSBCU Staff</b>		\$3,131 bi weekly	\$3,211.20 bi weekly	\$3,291.20 bi weekly	\$3,371.20 bi weekly	\$3,451.20 bi weekly
	<b>Sep-20</b>	<b>Sep-21</b>	<b>Sep-22 1% increase/year</b>	<b>Sep-23 1% increase/year</b>	<b>Sep-24 1% increase/year</b>	<b>Sep-25 1% increase/year</b>
<b>RSA Monthly</b>	\$104.59	\$105.64	\$106.70	\$107.77	\$108.85	\$109.94

This chart will require updates following each round of collective bargaining.

## APPENDIX B

### PURPOSE

The *Accessibility for Ontarians with Disabilities Act, 2005 (AODA)* aims to create a more accessible Ontario. Its goal is to identify, prevent, and eliminate barriers experienced by persons with disabilities.

This policy is adopted pursuant to the *Accessibility Standards for Customer Service*, enacted by Regulation under the AODA, but it reflects OSBCU's commitment to accommodate the needs of persons with disabilities and to treat all people with equal dignity and respect, without discrimination based on disability or other personal characteristics.

OSBCU strives to make its services fully accessible. We are committed to ensuring that persons with disabilities have equal access to our services, and receive the same quality of services, in a manner that fully respects their dignity and independence. Wherever possible, our services are provided to persons with disabilities and others in an integrated fashion – unless and alternate measure is necessary in order to enable a person with a disability to obtain, use, or benefit from our services.

### APPLICATION

This Policy applies to all persons who, on behalf of OSBCU, deal with members of the OSBCU or members of the public.

### DEFINITIONS

- a) *Assistive device* – any device used by a person with a disability to assist them in performing a particular task or tasks, or to aid them in activities of daily living (e.g., communications, mobility, etc.).
- b) *Disability* – has the same meaning as defined in the *Human Rights Code*.
- c) *Service Animal* – an animal is a service animal if it is readily apparent that the animal is used by a person with a disability for reasons relating to his or her disability, or if the person provides a letter from a physician or nurse confirming that the person requires the animal for reasons related to their disability.
- d) *Support Person* – a person who accompanies a person with a disability in order to help with communication, mobility, personal care, medical needs, or access to goods and services.

### COMMUNICATIONS

OSBCU is committed to communicating with its members and with members of the public in a manner that is accessible and that takes into account the disabilities of any persons with a disability.

## ASSISTIVE DEVICES

While OSBCU does not provide assistive devices onsite at our office in Markham, we invite any person with a disability to use their own assistive device while on our premises for the purpose of obtaining, using, and benefitting from our services.

## SERVICE ANIMALS

Persons with a disability may enter OSBCU's premises and events accompanied by a service animal. The animal's working role will be respected at all times.

## SUPPORT PERSONS

Members and others who have disabilities are welcome to be accompanied by their own support person while visiting OSBCU's premises. At no time will a person with a disability be prevented from having access to their support person while on our premises.

## NOTICE OF TEMPORARY DISRUPTIONS

If there is a temporary disruption of OSBCU facilities used by person with disabilities, we will provide notice of the disruption to the public, through our website and e-blast capacity, including the reasons for the disruption and its anticipated duration. We will also provide notice of any alternative available facilities.

## TRAINING

OSBCU will provide ongoing training, as required under the *Accessibility Standards for Customer Service*, to all persons to whom this policy applies.

## OSBCU EVENTS

OSBCU will include with all registration forms a request for accommodations to support members with disabilities. If the form cannot be filled out at the request may be placed with our office by calling, emailing, or visiting the OSBCU website. This will include, but not be limited to:

- Wheelchair accessible locations including meeting rooms, stages, and floor microphones.
- Hotel accommodations (special placement in the hotel as well as accessible rooms (both meeting and guest rooms).
- Special registration table.
- Quiet room for large events (more than 500 members).
- Sign language.
- Scooter
- Large font documents.
- Electronic documents.
- Access to special seating such as comfortable chairs, as well as seating location.

## FEEDBACK

Our goal is to ensure unimpeded access to our services for all persons with disabilities, in a manner that respects their dignity and independence, and is consistent with the principles of integration and equal opportunity. We welcome and appreciate feedback on whether our services are being provided in a manner that achieves that goal.

Feedback can be provided to us by phone, or in writing by email, fax, regular mail, or personal delivery. If you prefer to provide feedback in person, an appointment will be arranged.

Please address your feedback or appointment request to the following individual:

Secretary-Treasurer, OSBCU  
80 Commerce Valley Dr East  
Markham, ON L3T 0B2

The privacy and confidentiality of the individuals who contact us will be respected. We also welcome anonymous feedback.

All feedback will be reviewed for possible action that can be taken to improve our service delivery.

Where feedback consists of a complaint about accessibility, we will endeavour to acknowledge the complaint (if it is not anonymous) within two (2) business days. We will respond to all complaints in a manner that takes into account the complainant's disability (if any).

Where possible, complaints will be addressed immediately. However, some complaints may require more effort to address, which may take time. Complainants will be notified of the anticipated time required to address their concerns and of the actions that are ultimately taken by OSBCU.

## DOCUMENTATION

A copy of this policy will be provided to any OSBCU member upon request. Its shall be provided in a format that takes into account a person's disability (if any). This policy will also form part of the OSBCU Policy Manual and will be reviewed by the Executive Committee from time to time to ensure its content is relevant and up to date.

## APPENDIX C

### Education Worker Benefit Trust

#### EWBT Trustee Questions

1. Please provide the reasons that attract you to apply as a trustee of a benefit trust and why you feel you are well suited for this type of position. What type of expertise do you have that could provide value to the Trust
2. What do you think are the significant challenges facing benefit plans and EWBT in particular?
3. Board members owe fiduciary duty to trust beneficiaries. On any issue of a fiduciary nature, board members must only approve those actions that are in the best interests of the plan and members. Can you please provide examples in your experience when you have demonstrated your ability to act as fiduciary?
4. This EWBT is a complex organization with board members bringing different skill sets, perspectives and expertise. All board members must be able to critically evaluate and decide upon business, benefits and governance matters addressed by the board, even if outside the area of expertise of any one board member. How have you demonstrated your ability to critically evaluate issues that are, or are not, within your area of expertise?
5. The EWBT is a jointly sponsored plan, with varying stakeholder interests. Please describe your experience navigating through multi-stakeholder environment. What is your experience in having to challenge peers or executives in a professional setting about business direction? Please provide a specific example and describe how you were able to find a constructive solution.
6. What is your experience working with labour organizations either as a member of labour or as someone who negotiates with labour? Describe that experience.
7. Are you aware of any conflicts or matters that may give rise to perception of conflict of interests should be appointed a trustee?
8. Are you currently involved in any litigation or do you have knowledge that you may be involved in litigation affecting this EWBT or its reputation that we should take into account in assessing your suitability as a trustee and ability to execute your fiduciary responsibilities?

2019-2022: 1 position

2020-2023: 2 positions

2021-2024: 1 position, 1 external expert (as per the criteria in the trust agreement)

March 1<sup>st</sup> is the start dates of new appointments