

# Policy on Institute Groups

## Preamble

The Institute has a parallel structure by Occupational Group and by Region. Members belong to Groups, which include all the members of the same bargaining unit. Each Group operates under its own Constitution which must be consistent with Institute By-Laws, Regulations, and policies.

The Institute encourages member participation by paying travel expenses and compensatory salary for approved attendance at all authorized meetings. Any and all limitations are outlined in the Institute By-Laws, Regulations, and policies.

## 1. Effective Date

This policy is effective as of November 3, 2018.

## 2. Policy Objective

To outline roles, responsibilities, and procedures related to Institute Groups not covered in Institute or Group By-Laws, Regulations, and other policy.

Any changes to this policy affecting the operation of Groups shall not be implemented without consultation with the Groups. Every reasonable attempt shall be made to comply with the wishes of the Groups.

## 3. Group Constitution

Every Group is governed by a Constitution made up of By-Laws and Regulations. The Group Constitution must be consistent with Institute By-Laws, Regulations and policies, and must be approved by the Board of Directors. Newly formed Groups approved by the Executive Committee shall automatically have the model constitution updated to add their name and this becomes their constitution. Groups are encouraged to use the language included in the Model Group Constitution (see Appendix C). Any Group that does not have a specific Constitution in place shall be governed by the Model Group Constitution until they develop their own. (Reference: By-Law 10.1.4, Regulation 10.1.4)

**BOD – March 2017**

## 4. Group Name

The name of the Group is predefined by the bargaining unit certificate or equivalent. **BOD – March 2017**

## 5. What is a Group and what are its aims?

A Group is a constituent body of the Institute made up of one or more bargaining units for which the Institute is the certified bargaining agent. (Reference: By-Law 10.1.1)

The aims of a Group shall be:

- to further the professional interests of its members;
- to protect the status and standards of their professions;
- to formulate and express the views of the members on matters affecting them; and
- to ensure that the interests of the Group are represented in all proceedings of the employer and of the Institute that may affect the Group.

A Group may specify additional aims in their Constitution.

## **6. Composition of the Group**

A Group is comprised of all Regular members of the Institute within those bargaining units making up the Group, and may include Retired members. The level of participation of Retired members in Group affairs is as specified in the Group Constitution. (Reference: By-Laws 10.1.1 and 7.1.1)

## **7. Authority of the Group**

The authority of a Group is delegated by the Institute and may be amended from time to time.

The Institute's Group structure allows each bargaining unit to determine its bargaining priorities and strategies, and to deal with current concerns specific to its members' profession. However, the bargaining certificates are held by the Institute, and at its discretion the Institute may set bargaining strategies in line with overall Institute goals or priorities.

Other Group authorities include organizing and mobilizing Group members, oversight of the Group's Sub-Groups, and implementing decisions made by the Institute affecting their Group.

## **8. Group Executive**

The Group Executive shall exercise the authority of and act on behalf of the Group on all matters subject to the Group Constitution between general meetings of the Group. The Group Executive shall speak for the Group in dealing with the Institute. This in no way infringes on the right of an individual to approach the Institute on his own behalf.

Group Executives may recommend the creation of Sub-Groups (Reference: By-Law 10.2.1). Group Executives are responsible to play an oversight role for their Sub-Groups. They shall ensure that the Sub-Groups are meeting as required and that their use of funds is consistent with Institute policy. Group Executives may recommend to the Executive Committee that Sub-Groups be dissolved and that their funds be returned to the Institute.

### **Composition**

The Group Executive shall be composed of a minimum of three (3) members and up to the maximum number specified in the Institute By-Laws, elected by the members of the Group for a term of office not exceeding three (3) years. The specific composition of a Group Executive, their terms of office, nomination procedures, election procedures, and procedures to fill vacancies on the Group Executive will be as defined in the Group Constitution. (Reference: By-Law 10.1.5) Alternates to Group Executive members (ie. a non-Group Executive member taking the place of a Group Executive member) shall not be allowed unless this was specifically provided for in the Group By-Laws prior to January 1st, 2011.

Notwithstanding the above, where the Group Executive has not complied with the Group Constitution to fill vacancies on the Group Executive, the Board of Directors, through the Executive Committee, may appoint new members to fill vacancies on the Group Executive on an interim basis, until such time as a call for nominations and an election take place as per the Group Constitution.

### **Duties**

In general, the members of a Group Executive shall have the following duties:

**President:** The President shall call and preside at all meetings of the Group and of the Group Executive, and shall present to the Annual General Meeting (AGM) of the Group a report on Group activities.

**Vice-President:** The Vice-President shall assist the President in the performance of his duties, and in the absence of the President, perform the duties of that position.

**Secretary:** The Secretary shall be responsible for sending notices of all meetings of the Group and of the Group Executive. The Secretary shall record minutes of meetings, including attendance, maintain records and correspondence of the Group and of the Group Executive, and shall ensure that a copy of minutes are filed with the Institute.

**Treasurer:** The Treasurer shall maintain the financial records of the Group as required by Institute policy, prepare a financial report for each meeting of the Group Executive and each General Meeting of the Group, submit a detailed financial statement to the Institute as required, and prepare the request for the annual allowance of the Group. Copies of the financial report shall be available to all Group members.

**Members-at-Large:** Members-at-Large shall perform such duties as may be assigned by the Executive.

Additional duties will be as defined in the Group Constitution.

## **Elections**

The Group Executive shall appoint an Elections Committee to receive nominations for positions on the Group Executive, and to conduct the elections. The specific nomination and election procedure for the Group will be as defined in the Group Constitution.

## **Committees**

The Executive may establish committees as necessary, with terms of reference and membership to be decided by the Executive. Copies of Committee reports shall be filed with the Group Secretary. Committees shall be dissolved by majority vote of the Executive. Committees shall normally be funded from the Group's annual allocation.

## **Document Filing and Document Retention**

Each year, following the Group's AGM, the Group Executive shall submit a copy of the draft AGM minutes, the annual financial report and the elections report to the Office of the Executive Secretary of the Institute prior to the end of the calendar year. A Group failing to file these documents is not in good standing will not receive an annual allocation.

Approved minutes of Group Executive Meetings and Group AGMs shall be filed with the Institute for long term storage.

Detailed financial records shall be maintained by the Group. The Group shall keep no more than two (2) years of records on hand. Older records shall be filed with the Institute for long term storage.

## **9. Group Executive Meetings**

The Group Executive shall meet as frequently as is required, but at least twice a year. The Institute will fund Group Executive meetings up to the amount of the approved budget submitted by the Group Executive.

In preparing a budget for Group Executive Meetings, the following assumptions shall be used:

- not more than six (6) executive meetings, which includes one (1) associated with the Group Annual General Meeting and one (1) associated with the PIPSC AGM; **(AGM 2018)**
- meetings are up to one (1) day in length;
- meetings are held on a Friday, Saturday, or Monday; and
- meetings are held in the most cost effective location

Budgets should include estimated costs of:

- meals, transportation, accommodation, and incidental expenses for Executive members as per travel policy;
- meeting room rentals, where meetings cannot be held in Institute facilities;
- meals and breaks provided as part of meeting;
- audio/visual expenses;
- simultaneous interpretation
- any expected costs related to union family life policy (see Appendix A)

Meetings will be scheduled in accordance with the availability of the members of the Group Executive, recognizing the frequency of meetings and the requirement to permit a balance between union activities and family life. When and where feasible, Group Executives are encouraged to use electronic means (such as e-mail, teleconferences, and video-conferences) to conduct the business of the Group in order to reduce the burden of travel on Group members.

Group Executive meetings, other than Closed Sessions, are open to any member of the Group. If an elected Executive member is unable to attend a meeting, the Group may invite a member or a Steward as an observer to the meeting. The funds for the absent Executive member will be used to cover the observer's expenses, at no extra cost. Observers shall not have the right to vote at these meetings. **(AGM 2015)**

Minutes shall be taken at all regular and special meetings of the Group Executive. The minutes shall contain formal motions and a short summary of the discussions that take place. Minutes of the Group Executive meetings are not normally distributed beyond the members of the Group Executive until after they have been approved at the next regular meeting of the Group Executive. However, when necessary, Group Executive decisions will be distributed as soon as possible to the appropriate individual(s).

Notwithstanding the above, detailed minutes are not taken during Closed Sessions of the Group Executive. For each decision made during a Closed Session, the Group Executive shall determine whether the record of this decision shall be published. If the record for a decision is to be published, it shall be considered to be an integral part of the Minutes of the Open Session. Violation of the confidentiality of Closed Sessions of Group Executive meetings shall be considered a matter subject to disciplinary action in accordance with Institute By-Laws and Regulations.

Simultaneous interpretation will be provided by the Institute at Group Executive meetings at the request of the Group Executive.

## **10. Group Annual and Special General Meetings**

Each Group is governed by an Annual General Meeting. Depending on the size of a Group and the geographic distribution of its members, an Annual General Meeting may be open to all members to come at their own expense, or it may be made up of delegates, as specified in the Group's Constitution. The Institute will fund the Group Annual General Meeting up to the amount of the approved budget submitted by the Group Executive.

In preparing a budget for the Group Annual General Meeting, the following assumptions shall be used:

- meetings are held at the most cost effective time and in the most cost effective location
- for meetings not made up of delegates, the budget is based on a reasonable number of participants times the travel policy rate for the applicable meal
- for meetings made up of delegates, meetings are up to one (1) day in length; and
- for meetings made up of delegates, meetings are held on a Friday, Saturday, or Monday;
- for meetings made up of delegates, the number of accredited delegates will be the members of the Group Executive plus one delegate per two hundred (200) members of the Group.

Budgets should include estimated costs of:

- meals, transportation, accommodation, and incidental expenses for delegates as per travel policy;
- meeting room rentals, where meetings cannot be held in Institute facilities;
- meals and breaks provided as part of meeting;
- audio/visual expenses;
- simultaneous interpretation
- any expected costs related to union family life policy (see Appendix A)

Only delegates to the Group Annual General Meeting are eligible to claim expenses. Observers may be invited to the Annual General Meeting by the Group, but the costs are not paid by the Institute. However, costs for observers may be paid by the Group, the observer's Subgroup, or by the observer. (Note: In accordance with the Policy on Institute Sub-Groups, Sub-Group funds shall not be used for compensatory salary). Groups can fund additional delegates to their AGMs from the Group's annual allotment.

**2014 AGM**

The expenses of invited guests (other than the President or a Vice-President of the Institute) are the responsibility of the Group, unless pre-approved by the Institute.

## **11. Other Meetings of the Group**

### **Sub-Group Meetings - Attendance of Group Executive Members**

A Group President or Vice-President (or their designated alternates from the Group Executive) may collectively claim expenses related to their attendance at one (1) meeting of up to one-third (1/3) of the Sub-Groups of their Group in each calendar year. Salary replacement shall not normally exceed one (1) day per meeting.

The Group Executive Representative who has responsibility for a Region or their designated alternate may claim expenses related to their attendance at Sub-Group Annual General Meetings in their Region which are held outside normal working hours. Salary replacement shall not normally exceed one (1) day.

### **Sub-Group Presidents - Annual Meetings**

A Group may hold an annual meeting of Sub-Group Presidents. A national Sub-Group Presidents meeting

held in conjunction with an AGM will be 1.5 days. A national meeting not held in conjunction with an AGM will be one day, on a Saturday and held in the most cost effective location. Where meetings are held on a regional basis, the meetings shall be one day, held on a Saturday, in the most cost effective location and where possible, combined with other meetings to minimize travel costs. **BOD – November 2015**

Institute funding for attendance at a national Sub-Group Presidents' meeting is limited to the Group Executive and the President (or designated alternate) of each Sub-Group.

Institute funding for attendance at a regional Sub-Group Presidents' meeting is limited to the Group President (or designated alternate), the Regional Representative(s) for that Region from the Group Executive, and the President (or designated alternate) of each Sub-Group.

## **12. Communications**

### **Newsletters**

A Group may publish newsletters from time to time using Institute resources.

### **Logos**

Group logos or identifiers may be used provided that:

- the logo / identifiers are submitted to the Executive Committee for approval;
- logo / identifiers do not replace or interfere with the Institute logo or address
- the placement of identifiers to comply with postal regulations, and
- additional printing costs are paid for by the applicable Group or Region.

### **PIPSC Web Site**

The Institute retains editorial authority over material published on its web site. Such authority shall be exercised by the Communications Section, under the direction of the President or as delegated by the President.

Material submitted for publication may be edited, reformatted, or rejected due to the limitations of the site, other technical considerations or costs.

Groups submitting material are encouraged to do so in a format compatible with that used by the Institute. Groups considering making submissions are encouraged to contact the Communications Section or Informatics to determine the preferred formats.

## **13. Constituent Body Funds**

Groups shall conduct their business in accordance with the financial policies of the Institute as specified in the Policy on Constituent Body Finances.

Groups may be held responsible for any expenses in excess of budgets.

## **14. Travel & Compensatory Salary**

Travel expenses and compensatory salary, in accordance with Institute policy, is paid to members of the Group for attendance at meetings of the Group.

Travel expenses and compensatory salary, in accordance with Institute policy, is paid to members of the Group for carrying out other official Group activities, as authorized by the Group Executive. These

expenses are to be paid out of the Group's annual allocation. Although compensatory salary in these instances will be charged to the Group's annual allocation, processing of compensatory salary must be done through the Institute's Finance Section to ensure proper administration of payroll deductions such as income tax, Employment Insurance, and Canada Pension Plan / Quebec Pension Plan.

## **15. Collective Bargaining**

A budget must be prepared and submitted to the Institute for approval for conferences, organizing, promotional items, mobilizing, campaigns, etc.

The Group's bargaining team shall liaise with their assigned negotiator to identify their needs for pre-bargaining meetings and bargaining meetings. Use of the bargaining line item in the Institute's budget is at the discretion of Chief Negotiations Officer.

Compensatory salary and travel expenses for bargaining team members attending approved meetings shall be paid in accordance with Institute policy. Notwithstanding the forgoing sentence, bargaining team members not on travel status will be entitled to claim meal expenses for one meal, in accordance with the Institute Travel Policy. The meal must be directly connected to the bargaining team meeting and be with other members of the team.

The Institute supports the concept of leave with pay for negotiations and encourages Groups to negotiate leave with pay for the purposes of contract negotiations.

When members of Group Executives and Institute employees appear together as Institute representatives in the collective bargaining context (for example, negotiations, conciliation and arbitration boards), the Institute employee shall represent the authority of the Institute in consultation with Group Executive members. Group Executives shall advise the Institute employee of their priorities in bargaining matters.

### **Bargaining Fund (Negotiating Budget Line # 30)**

There is a fund that exists to supplement Institute bargaining activities. The Institute shall determine appropriate administrative practices to ensure the sound management of the Fund for the benefit of all Regular members who participate in bargaining activities. Any unused amount from the bargaining line item on the Institute's annual budget is transferred to the bargaining fund at year end. Fund is used only if the bargaining line item is completely used up in that year

### **Labour Dispute Actions**

The Institute is opposed to any labour dispute actions by an employer which negatively affects Institute members. Such labour dispute actions may include lock-out or a temporary lack of work situation.

### **Strike Action taken by an Institute Bargaining Unit**

Refer to the Institute Policy on Negotiations and Labour Disputes.

**BOD – November 2015**

### **Professional Institute Strike Fund**

Refer to the Institute Policy on Negotiations and Labour Disputes.

**BOD – November 2015**

### **Group Strike Fund**

A bargaining unit may establish and administer its own strike fund. The fund may only be created using a

special levee, and cannot be funded from a Group's annual allocation. The fund must be held in separate bank account designated by the Institute, and remains property of the Institute.

## **16. Grievances**

Where a member files a collective agreement grievance that may result in a detrimental adjudication decision that would affect the Group as a whole and/or Institute members in general, the Chief Regional Operations, after consultation with the Group President, shall make a recommendation to the President of the Institute who shall make the decision whether to proceed with the grievance.

Group Executives have the right to be informed of all grievances, appeals and formal complaints made by their members. When the Institute disseminates any information about grievances, all particulars that might identify a grievor or the location of a grievor shall be protected and revealed only with the written consent of the grievor.

## **17. Institute Employee Support**

Groups will be assigned Institute employee resources as required for the effective and efficient functioning of the Group. Employee support may include administrative support and technical support. The type and level of resources provided is at the discretion the Chief Operating Officer.

Except as noted above, neither the Group nor its members may issue orders directly to Institute employees. Institute employees are managed by the Institute's Management Committee.

Where resources are assigned, the Institute employees' responsibilities include:

- advising the Group on the implications of its decisions;
- assisting the Group Executive in preparing meeting agenda, sending letters, drafting briefs, etc;
- keeping the President of the Group informed of any events, communications, etc., that affect the Group;
- assisting the President of the Group in providing orientation to Group members.
- liaising with their manager(s) with respect to the time commitment required to carry out their Group related responsibilities

When members of Group Executives and Institute employees appear together as Institute representatives in non-collective bargaining meetings, the employees shall act in an advisory role (see also section on Collective Bargaining).

Where, in the opinion of an employee, the actions or proposed actions of a Group Executive are in conflict with the Institute By-Laws, Regulations, policies and/or procedures, the employee shall be responsible for drawing such actions or proposed actions to the attention of the Group Executive for discussion forthwith. If a conflict still exists, the employee shall then inform Institute management.

## **18. Group Mergers**

### **Impact on Group Executives**

Groups affected by a merger are encouraged and, where necessary, assisted by the Institute to negotiate a voluntary agreement on the terms of mergers including the composition of a new Group Executive under common Group By-Laws. In the period leading up to the merger, Groups are encouraged to form an interim Executive or Steering Committee with delegated authority to act on behalf of members in the



merged constituency on matters of common interest.

Where affected Groups cannot conclude a voluntary agreement on the terms of merger, the Board of Directors, or the Executive Committee acting on its behalf, shall within the first thirty (30) days after formal merger:

- issue new Group By-Laws which will apply;
- initiate elections for a new Group Executive pursuant to these By-Laws, and
- appoint an interim Executive as necessary.

On merger existing Sub-Groups shall cease to exist. A new system of Sub-Groups may then be re-composed pursuant to the relevant Institute By-Law.

### **Impact on Group Finances**

Where an interim Group Executive is formed in a merger or transfer situation, the interim Group Executive should be entitled to apply for a special grant pursuant to the relevant Institute By-Law.

Where Groups are merged in their entirety, all pre-existing Group funds shall be transferred to the new Group.

Where the membership of a Group is fragmented by a merger or transfer, accumulated Group funds should be distributed using either (i) a formula agreed to in advance by all affected parties or, in the absence of such an agreement, (ii) a pro rata division based on the number of members redistributed to each of the new Groups calculated using population data for a date as close as possible to the actual merger.

Accumulated Sub-Group funds shall be returned to the Institute on dissolution of the Sub-Group.

### **19. Revocation of Certification**

It is recognized that members of occupational Groups have a legitimate right to choose their bargaining agent. Accordingly, any individual or group of individuals may investigate the possibility of alternative representation.

A decision to seek certification with an alternate bargaining agent lies with the majority of the Group, not the Executive of the Group. Any member who is actively promoting revocation of certification has an obligation to resign from any elected or appointed office or position of any constituent body of the Institute.

Institute funds, facilities, offices or other resources shall not be used to promote revocation of certification.

## **Appendix A – Balancing Union and Family Life**

Link to Balancing Union and Family Life policy

[http://www.pipsc.ca/portal/page/portal/website/memberservices/forms/policy\\_docs/Implementation%20of%20the%20Policy%20on%20Balancing%20Union%20Activity%20an1](http://www.pipsc.ca/portal/page/portal/website/memberservices/forms/policy_docs/Implementation%20of%20the%20Policy%20on%20Balancing%20Union%20Activity%20an1)

## **Appendix B – Policy on Constituent Body Finances**

Link to the Policy on Constituent Body Finances

[http://www.pipsc.ca/portal/page/portal/website/memberservices/forms/policy\\_docs/policy\\_body\\_finances](http://www.pipsc.ca/portal/page/portal/website/memberservices/forms/policy_docs/policy_body_finances)

## **Appendix C – Model Group Constitution**

Link to model constitution

<http://www.pipsc.ca/portal/page/portal/website/memberservices/forms/documents>