

**NATIONAL ASSOCIATION OF  
FEDERAL RETIREES**

**2022 Regulations**

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**Last amended by the AMM in June 2022**

## Association Values

**Integrity:** We are honest, forthright and act at all times in the best interests of the people we represent. We adhere to high moral principles and consistently apply Association values in every action and decision.

**Leadership:** We employ a strong, coordinated and proactive approach to influencing and shaping the future in an effort to bring our mission and vision into a reality - informed by a thorough understanding of the issues, stakeholders and desired outcomes.

**Accountability:** We deliver on our promises and fulfill on our obligations - always. We are responsive to our members and to our volunteers, consulting with them when appropriate, addressing their concerns and keeping them informed all times.

**Service:** Just as our members dedicated themselves to the service of the public, we in turn dedicate ourselves to the service of our members and all Canadians in retirement. We are committed to providing compassionate, efficient and effective service that targets our clients' needs and brings clarity to complexity.

**Respect:** We respect our members - for their service to Canada, for their wisdom that comes with experience, and for the trust they have placed in the Association to protect their interests. We respect our volunteers at all levels of the organization for their selfless contribution to the Association's mission. We respect our staff for their support and commitment.

### Service Philosophy

Service to others is the highest calling a person can have. The members of our Association have spent their working lives in service to our country. We honour that by providing them with services that is of the highest standard. This service will support the goals of the Association, improving the lives of our members, making retirement better for them, and directly contributing to member engagement, retention and growth.

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Branches that have paid staff are required to have human resource policies in place that address the content in the attached regulations and are compliant with national and provincial law as applicable.

## Section 1 Conduct

### REGULATION

#### 1.1 Code of Conduct

This Code of Conduct applies to all Members of the Association.

- 1 Every Member will treat every other Member and employee with respect.
- 2 The Association's business will be conducted in accordance with the By-laws and Regulations of the Association and in compliance with the laws of Canada and to any applicable Provincial or Territorial law where its business may be conducted.
- 3 Every Member must act in the best interest of the Association and avoid situations where his or her personal interests or relationships interfere with acting in good faith or on behalf of the Association.
- 4 Any Member who is on a board or a committee of the Association or is acting for or on behalf of the Association at any level in the Association must maintain the highest standards of confidentiality, including but not limited to compliance with the Association's Privacy Policy, regarding information obtained directly or indirectly through his or her involvement with the Association. This includes information about Members, employees, partners, contractors, job applicants, and other volunteers.
- 5 Materials and programs developed for the Association are the property of the Association and are not to be used in situations external to the Association without prior approval of the Board.
- 6 Internet and email are to be used in a responsible and professional manner. Use of social media on the Internet for Association purposes or while using the Association's property or technology must comply with all the Association's rules, regulations and policies. Any user of social media and the Internet must be mindful of the potential unintended audience and ensure that the message is consistent with the Association's approved message and principles.
- 7 Members shall not conduct Association meetings or represent the Association if impaired by any substance.
- 8 Members shall not discriminate by reason of race, religious belief, colour, gender, mental or physical disability, marital status, ancestry, age, place of origin, family status, source of income, or sexual orientation.
- 9 Harassment, interpreted as unwelcome conduct, comment, gesture, contact, or intimidating and offensive behaviour likely to cause offence or humiliation, will not be tolerated.
- 10 Failure to abide by the Code of Conduct may result in removal from any position in the Association and may result in removal from the Association.

## REGULATION (revised)

### 1.2 Fiduciary Responsibility & Conflict of Interest

#### 1. Fiduciary Responsibility

- 1.1 Every Member who volunteers with the Association (each a “**Volunteer**”) has a fiduciary responsibility to the Association. By acting in the name of the Association, the volunteer is in a position of trust.

#### 2. Duty and Standard of Care

- 2.1 Every Volunteer, in exercising his/her powers and discharging his/her duties, shall:
- (a) act honestly and in good faith with a view to serve the best interests of the Association;
  - (b) put the Association’s interests ahead of personal interest
  - (c) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
  - (d) act within the scope of authority of his/her volunteer role.
  - (e) obtain Board approval before participating as a representative of the Association on any organizations. The Board could withhold approval if the organization does not carry appropriate insurance coverage (explicitly Directors and Officers Liability Insurance with coverage of \$5 million or more). The Board would also consider other aspects not limited to whether the organization is aligned with this Association’s mission.
  - (f) when acting as an individual in other groups, volunteers shall not purport to represent the Association in any way or form.

#### 3. Duty of Knowledge

- 3.1 Every volunteer, in exercising his/her powers and discharging his/her duties, shall be familiar with the knowledge required for their role and shall work within the limits of that knowledge.

#### 4. Duty to Disclose

- 4.1 A Volunteer who serves on a committee or board shall disclose any circumstances:
- (a) that would constitute a conflict of interest or allow the Volunteer to benefit from a decision of that committee or board; or
  - (b) that might limit, or be seen to limit, the Volunteer’s capacity to participate fairly and impartially in the discussions, deliberations and decisions of the committee or board.

## Section 1 Conduct

### **5. Decision Regarding Conflict**

- 5.1 In the event there is a dispute about whether or not a conflict exists, the matter shall be referred to the Board for a determination. The Board shall determine if a conflict of interest exists and, if it concludes that a conflict of interest does exist, the action(s) that must be taken in respect of such conflict of interest.

### **6. Non-Disclosure**

- 6.1 A Volunteer who is found to have failed to disclose a conflict of interest may be subject to discipline.

## REGULATION

### 1.3 Reporting Misconduct (Whistleblowing)

#### 1. Purpose

1.1 The purpose of this regulation is:

- (a) To establish a mechanism by which volunteers and members can bring concerns involving unethical, illegal or fraudulent or reckless conduct which impact on the National Association of Federal Retirees' financial or operational activities or reputation, to persons in authority within the Association.
- (b) To provide protection from retaliation for any person who brings forward allegations of misconduct in good faith.

1.2 This policy is not intended to circumvent other reporting mechanisms that currently exist under the Association's own bylaws and regulations and policies, or complaint and redress mechanisms established under government regulatory policies, such as Health and Safety and Human Rights legislation.

#### 2. Whistleblowing Incidents

2.1 The term "whistleblowing" refers to the act of reporting concerns regarding misconduct to persons in authority. At the National Association of Federal Retirees, the misconduct may be on the part of volunteers, employees, members, partners or other entities or individuals who may engage with the Association.

2.2 For greater clarity, reportable activities or conduct could include (but not be limited to):

- (a) Breach of legislation, including criminal activity (embezzlement, bribery, theft) and breach of the Canada Not-for-Profit Act.
- (b) Violations of the Association's By-laws, Regulations, operational or board policies that constitute gross mismanagement or omission or neglect of duty.
- (c) Breach of fiduciary duty or abuse of trust. The imperative of fiduciary duty is to act honestly and in good faith, act in the best interest of the Association and subordinate (when acting for the Association) personal interest to those of the Association.<sup>1</sup>

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<sup>1</sup> Duties and Responsibilities Hugh M. Kelley, Canadian Society of Association Executives.

## Section 1 Conduct

- (d) Fraudulent financial reporting.
- (e) Misappropriation or misuse of the Association's resources, such as funds, supplies, or other assets (E.g. fraudulent expense claims).
- (f) Abuse or exploitation by a volunteer or a member or any other person affiliated with the Association, particularly if the person is vulnerable
- (g) Serious endangerment of the health and safety of volunteers, members or employees or failure to act on reports of hazardous conditions.

### 3. Reporting Procedures

- 3.1 All volunteers of the Association are not only encouraged, but expected, to report unethical, fraudulent, dishonest or reckless conduct, preferably in writing, to an appropriate person in authority. "Person in authority" means:
- (a) The Branch President, if the alleged misconduct occurs at a Branch and involves a Branch volunteer, member or partner.
  - (b) The Chief Executive Officer, if the alleged misconduct implicates National Office Staff.
  - (c) The applicable District Director, if the alleged misconduct involves a volunteer who works primarily at the Provincial or District level, or if a Branch President is implicated.
  - (d) The National President, if a Director or the Chief Executive Officer is the subject of the complaint.
  - (e) The Vice President and/or the chair of the Audit Committee, if the National President is the subject of the complaint.
- 3.2 If the person to whom the complaint is submitted fails to undertake an investigation and/or take reasonable follow-up action in a timely manner, the complaint should be escalated to a more senior person or the Chair of the Audit Committee for the national Board.

### 4. Preliminary Review and Investigation Procedures

- 4.1 The person to whom the complaint is made will initiate a preliminary confidential review, sufficient to determine next steps. Depending on preliminary findings, the person who has received the complaint may do one or more of the following:
- (a) If the complaint was clearly based on misinformation and is not founded, provide evidence of this to the complainant, document the incident and retain a confidential file on the matter and proceed no further; or



## Section 1 Conduct

- (b) Refer the complaint to a more senior person of authority for further investigation or direction; or
- (c) Seek the guidance of National Office staff or the Board; or
- (d) Initiate a more extensive investigation, which may include interviewing witnesses, and examining documents. Branch Presidents are advised to consult the National Office for guidance before proceeding as it may be advisable to engage a professional outside investigator for this.

4.2 All whistleblower preliminary reviews and investigations are to be conducted in a sensitive and confidential manner, to the greatest extent possible. The identity of the whistleblower will not be made public without his or her consent, except where necessary to allow officials to investigate and as required by law.

4.3 Conversely, whistleblowers are asked to exercise discretion while the review or investigation is underway, so as not to sabotage the process or damage the reputation of innocent parties.

### **5. Criminal Offences**

5.1 If, following a preliminary review (or at any stage of proceedings) there is reasonable cause to believe that a criminal offence may have occurred, the internal investigation will be suspended and the incident will immediately be reported to the appropriate police authorities. The National Office and appropriate Director or the national President must be advised immediately if this occurs.

### **6. Reporting**

6.1 A confidential written report on findings and recommendations of whistleblower complaint investigations must be submitted to the Audit Committee of the national Board by the investigating authority within 60 days of the complaint being lodged. Extensions to this deadline may be considered on request.

### **7. Protection**

7.1 All individuals who bring forward complaints in good faith under this policy will be protected from retaliation. The whistleblower will not be subjected to any sanctions, including discipline, as a result of reporting suspected misconduct.

7.2 Any person affiliated with, or acting on behalf of, the Association who threatens or harasses a whistleblower will be subject to disciplinary action.

7.3 The Association will also intervene to the greatest extent possible on behalf of the complainant in the event of retaliation by a third party.

## Section 1 Conduct

### **8. False, Vexatious or Malicious Complaints**

- 8.1 A whistleblower is not expected to produce hard evidence to support his or her allegations. As long as he or she has reasonable grounds for suspicion of wrong-doing and files a complaint in good faith, full protection will be provided, even if the allegations are subsequently determined to be unfounded on investigation.
- 8.2 However, a person affiliated with or acting on behalf of, the Association, who deliberately makes allegations under this regulation which he or she knows to be false or baseless, for purposes that appear to be vexatious or malicious, may not be provided with the level of protection outlined in the preceding Article and may be subject to disciplinary action.

## REGULATION

### 1.4 Volunteer Work

#### 1. Purpose

- 1.1 This regulation outlines the commitment of the National Association of Federal Retirees (“the Association”) to our volunteers, and the responsibilities of volunteers and their supervisors with respect to volunteer work.

#### 2. Recognition of Volunteer Value

- 2.1 The National Association of Federal Retirees recognizes that our Association was founded by volunteers and that the ongoing contribution of our volunteers is essential for organizational success. The Association is committed to fostering a positive and effective volunteer experience and mitigating risks for all parties.

#### 3. Volunteer Definition

- 3.1 A volunteer is a person who contributes freely of his or her time, knowledge and skills to do work on behalf of the Association without remuneration.
- 3.2 Volunteers may work at any level of the Association - National, District, Provincial/ Territorial or Branch.
- 3.3 A volunteer may be elected or appointed to specific position for a specific term (or indefinitely, or may volunteer to work on an episodic or project based basis.

#### 4. Volunteer Supervisor Definition

- 4.1 The supervisor of a volunteer is the person who directs and oversees the volunteer’s work, and typically reviews or approves the volunteer’s expenditures. Normally, this is another volunteer, but under certain circumstances, usually for projects that require volunteer input and feedback, volunteer work may be coordinated or guided by a staff member. A volunteer may have more than one supervisor concurrently for different volunteer activities.

#### 5. The Association’s Commitment to Volunteers

- 5.1 The Association will ensure all volunteers have a clear understanding of their duties and commitments.
- 5.2 Whenever possible, volunteers will be assigned work that is aligned with the volunteer’s interests, skills, capabilities and availability.

## Section 1 Conduct

- 5.3 Volunteers will be provided with appropriate training, tools and resources to help them perform effectively.
- 5.4 Volunteers will be compensated for authorized expenses related to their volunteer responsibilities in accordance with Association policies.
- 5.5 The contribution of exceptional volunteers will be showcased and acknowledged through a formal recognition program.
- 5.6 Liability insurance protection will be provided for volunteers, while they are working on behalf of the Association within their terms of reference and in accordance with any related Association policies.

### **6. Responsibilities of Supervisors of Volunteers**

Supervisors of volunteers will:

- 6.1 Treat all volunteers with respect and dignity;
- 6.2 Maintain open lines of communication with volunteers and keep them informed on relevant Association issues;
- 6.3 If necessary, for volunteers in a continuing role, provide clear written job descriptions or terms of reference that outline duties, limitations, reporting relationship and accountability. For volunteers working on projects and committees, provide clear instructions on duties and deliverables, signed off by the volunteer;
- 6.4 Provide the necessary training, instructions, tools, resources, guidance and feedback required for volunteers to perform their duties effectively;
- 6.5 Ensure that volunteers have safe working conditions and are trained to work safely;
- 6.6 Locally recognize the contributions of volunteers, frequently and directly, and when appropriate, nominate deserving volunteers for appropriate formal Branch and National level recognition and awards;
- 6.7 Ensure that volunteers under their direction who interact with vulnerable sector persons, including seniors, have passed vulnerable sector background checks in accordance with the Vulnerable Sector Regulation

### **7. Responsibilities of Volunteers**

Volunteers should be aware that when they act on behalf of, or in the name of the National Association of Federal Retirees, they are considered as agents of the Association and the Association may bear liability for actions or omissions that they commit. Our volunteers are therefore obliged to respect the following parameters, in order to protect their own interests and those of our members and the Association:

## Section 1 Conduct

- 7.1 Adhere to the provisions of the Association’s Code of Conduct and all other applicable policies;
- 7.2 Be aware of their duties and act at all times within the constraints of their Terms of Reference or instructions and with regard to administrative guidelines, and seek clarification from their supervisor if doubt exists concerning their responsibilities;
- 7.3 Act only within the parameters of their knowledge, skills and abilities;
- 7.4 Be honest and realistic about their capacity and availability, not over commit, and advise their supervisor of any changes in their level of commitment;
- 7.5 Refrain from serving as personal advocates for members;
- 7.6 Refrain from providing advice to members or promulgating information on matters including, but not limited to: medical, financial or legal issues, from any source (in particular, on-line sources) unless:
  - (a) The information has been provided by or approved by the National Office;
  - (b) The volunteer has appropriate training and is acting within his or her terms of reference ( e.g. assisting members in navigating our Health and Dental Care plans and referring members to appropriate information sources); or
  - (c) The volunteer has a relevant professional certification and is providing or presenting general information in his or her field of expertise to members at information sessions or in Association publications on request of the hosting body.
- 7.7 Refrain from signing any documents or contracts or entering into financial agreements on behalf of the Association or an entity of the Association, unless authorized to do so; and

### References:

Association Regulation -Code of Conduct  
Association Regulation- Interaction with the Vulnerable Sector  
Association Regulation -Fiduciary Responsibility and Conflict of Interest

## REGULATION

### 1.5 Vulnerable Sector

#### 1. Purpose

1.1 The purpose of this regulation is to protect members and others who may be considered vulnerable persons, and the volunteers who work with them, as well as manage risk for the Association.

#### 2. Vulnerable Person and Vulnerable Sector Check Definitions

2.1 *“A vulnerable person is defined as a person who, because of their age, disability, or other circumstances, whether temporary or permanent are (a) in a position of dependence on others or (b) are otherwise at a greater risk than the general population of being harmed by a person in a position of authority or trust relative to them”.*<sup>2</sup>

2.2 A vulnerable sector check is a background search of the Canadian Police Information Centre (CPIC) system based on name, gender and date of birth. The search will determine if the volunteer has a criminal record or pardoned sexual offence conviction that may make him or her unsuitable to work in a position in close contact with vulnerable people. The search is conducted by the local police in the volunteer’s jurisdiction. In certain circumstances, in order to confirm the applicant’s identity, fingerprints may be required.

#### 3. Volunteer Interaction with the Vulnerable Sector

3.1 Given that the Association is a retirees’ organization, our volunteers interact regularly with two groups who are considered to be in the vulnerable sector— seniors and disabled persons. However, volunteers do not need police checks merely because they are in contact with members of the vulnerable sector— the relationship must be one in which the volunteer is in a position of authority or trust relative to the vulnerable person, as an individual. Interaction with children, who are also members of the vulnerable sector, would not normally be within the mandate of our volunteers.

3.2 The following guidance is provided to branches in determining which volunteers require screening. While every role needs to be assessed individually, the majority of our volunteers will NOT require a vulnerable sector background check in order to work in their volunteer roles.

3.2.1 Roles That Generally Do NOT Require Vulnerable Sector Screening:

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<sup>2</sup> York Regional Police, definition of Vulnerable Sector

## Section 1 Conduct

- a) Board Directors, unless they have a secondary volunteer role that would otherwise require a screening.
- b) Volunteers such as Membership Directors and Membership Committee members who have access to the private information in member records will also NOT normally require background checks for that reason alone. They are required to protect the privacy of member information in accordance with the privacy provision in our Code of Conduct, however.
- c) Volunteers who serve on telephone committees will NOT need a background check as long as the purpose of the call does not include providing advice or guidance on personal matters, including but not limited to health, finances, legal or family issues.

### **3.2.2 Roles That Generally DO Require Vulnerable Sector Screening**

- a) Health Benefits Officers
- b) Volunteers who provide bereavement support and hospital comforts
- c) Volunteers who make visits to members' homes or senior or nursing homes for any reason
- d) Volunteers who provide transportation to seniors or disabled persons

## **4. The Association's Commitment to Volunteers Working with Persons within the Vulnerable Sector**

- 4.1 The Association will support volunteers working with persons within the vulnerable sector in accordance to its commitment to volunteers in the Volunteer Work Regulation 1.4.
- 4.2 The Association will reimburse, if applicable, the volunteer for the cost of obtaining the police record check.
- 4.3 All information received by the Association with respect to the vulnerable sector police checks will be handled with utmost confidentiality.

## **5. The Supervisor's Commitment to Volunteers Working with Persons within the Vulnerable Sector**

- 5.1 The supervisor will support volunteers working with persons within the vulnerable sector in accordance to its commitment to volunteers in the Volunteer Work Regulation 1.4.
- 5.2 The supervisor will ensure that the National Office receives the vulnerable sector police record check for the volunteer before the volunteer begins work in that role.
- 5.3 The supervisor must ensure the police record check for the vulnerable sector process is completed within two months of the request and before the volunteer is assigned to work with vulnerable individuals. In the event a police check is not provided in that time frame,

## Section 1 Conduct

the National Office must be advised and the volunteer will not be considered for work with the vulnerable sector.

5.4 The supervisor will provide a request letter to the volunteer, to provide to the local police services, if required.

5.5 The supervisor must ensure that any documents created in connection with screening/police record checks are forwarded in a sealed envelope marked "Confidential-(vulnerable sector screening)" to the National Office, Human Resources for assessment and secure storage.

5.6 On receipt of the police record check results, the National Office will advise the supervisor if the prospective volunteer is cleared to work with the vulnerable sector. Volunteers with a pardoned offence or criminal record will not be automatically disqualified from volunteering with the vulnerable sector. In the event that there is concern with the returned vulnerable sector police check, an assessment will be made by the National Office to determine an appropriate role for the prospective volunteer.

### **6. The Volunteer's Commitment when Working with Persons within the Vulnerable Sector**

6.1 A volunteer wishing to serve in this capacity must agree to apply for the police record check for the vulnerable sector.

6.2 No volunteer will be required to undergo a police record check for the vulnerable sector if he or she elects not to work with the vulnerable sector.

6.3 The volunteer will obtain the request letter from the supervisor for the police record check if this enables the police record check to be free of charge.

### **7. Renewal of Police Record Checks**

7.1 Police record checks are valid for five years. The National Office will monitor the effective dates of completed checks and advise the Supervisor when a renewal is required.

### **8. Reporting**

8.1 Any member of the Association who is aware of, or witnesses, abusive, exploitive or improper behavior on the part of a member, volunteer or staff member directed to a member of the vulnerable sector engaged with the Association, is required to report the incident in accordance with Regulation Reporting Misconduct (Whistleblowing).

#### **References:**

Association Regulation: Volunteer Work

Association Regulation: Code of Conduct



Section 1 Conduct

Volunteer Commitment Agreement

## REGULATION

### 2.1 Meeting of Members Proposals<sup>3</sup>

#### 1. Proposals – Regular Business

- 1.1 The Board or any Branch may submit for consideration at an Annual Meeting of Members a proposal on any matter relevant to the business and purpose of the Association.

#### 2. Proposals - Filing

- 2.1 The Board may decline to place any proposal on the agenda for the meeting if the proposal is disqualified from consideration pursuant to the Act.
- 2.2 To be considered at an Annual Meeting of Members, notice of a proposal must be submitted 90 to 150 days before the anniversary of the previous Annual Meeting of Members as per the Act.
- 2.3 A Proposal and supporting statements shall not in total exceed 500 words as per the Act.

#### 3. Exception – Emergency Proposals

- 3.1 A proposal not submitted at least 90 days prior to the anniversary of the previous Annual Meeting may be considered if the chair of the Members Meeting rules that the proposal is in order in light of important and urgent circumstances that warrant its consideration. In determining whether the proposal qualifies as “important and urgent”, the chair shall consider but is not limited to considering, whether or not the circumstances in question:
- (a) are new or unexpected;
  - (b) involve a significant and immediate opportunity or threat in relation to the Association’s ability to achieve its purposes; or,
  - (c) could not appropriately be deferred for subsequent action by the Board carrying out their responsibilities to manage the affairs of the Association.
- 3.2 The ruling of the chair, to consider the proposal, may be overturned by an ordinary vote of the Electors of the AMM.
- 3.3 No proposal that involves a fundamental issue and requires a vote of each class of Members voting as a class will be allowed as an emergency proposal.

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<sup>3</sup> Section 163 of the Canada Not-for-Profit Corporations Act.

Section 2 Meetings of Members

## Section 2 Meetings of Members

### **4 Standing Resolution**

- 4.1 A proposal on a position, policy, or strategy to be pursued by the Association that is passed at a Meeting of Members becomes a standing resolution.
- 4.2 Standing resolutions provide direction for the activities of the Association.

### **5. Review**

- 5.1 On an annual basis the Board will review standing resolutions to identify resolutions that are:
  - (a) Unachievable; or
  - (b) Completed; or
  - (c) No longer in the interest of Members; or
  - (d) Redundant.
- 5.2 Standing resolutions that meet one or more of the criteria may be designated for deletion or amendment, as determined by the Board.
- 5.3 Deletion or amendment of a standing resolution requires a two-thirds (2/3)-majority vote of the Directors.
- 5.4 Deletions or amendments will be reported to Branches at the earliest opportunity and to the next Annual Meeting of Members.

## REGULATION

### 2.2 Nominations and Elections

#### 1. Duties of Nominations Committee

- 1.1 The Nominations Committee shall support and ensure the integrity of the process for the nomination of candidates for election as Directors.
- 1.2 Specific duties of the Nominations Committee shall be set forth in terms of reference established by the Board.

#### 2. Nominations Procedure

- 2.1 The Nominations Committee shall open nominations for the available Director positions at least 250 days before<sup>4</sup> an Annual Meeting of Members by sending out:
  - (a) notice of the positions that will be subject to election, and
  - (b) a form setting out the process and format for submitting nominations.
- 2.2 Nominations must be signed by the nominee and two other Members, and must include an affirmation that the nominee is a Member in good standing, is not disqualified from being a Director by per the Act and that the nominee is willing to accept the position and serve if elected.
- 2.3 The Nominations Committee shall cease receiving nominations 90 days<sup>5</sup> before the Annual Meeting of Members.

#### 3. Acclamation

- 3.1 If, at the close of nominations for a position, there is only one qualified nominee, that nominee shall be declared acclaimed.
- 3.2 If there are two Director vacancies in one district and there are only two nominees, the nominees will be acclaimed. If the two nominees cannot agree on which term each will take, a vote will be called to determine which term each will serve.

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<sup>4</sup> Need to have nominee proposal in on time for proposal and notice period under the Act 163 (3) must be 90-150 days from anniversary of last AMM.

<sup>5</sup> Need to have nominee proposal in on time for proposal and notice period under the Act 163 (3) must be 90-150 days from anniversary of last AMM.

## Section 2 Meetings of Members

### **4. Notice**

- 4.1 At least 21 and no more than 60 days prior to the Annual Meeting of Members, the Nominations Committee shall supply to all Electors a list of the eligible candidates for each of the available positions. This information may be made available to the Electors by electronic means.

### **5. No Nominations from the floor**

- 5.1 The Nominations Committee shall put before the Annual Meeting of Members all nominations found to be in order and received up to 90 days<sup>6</sup> prior to the Meeting. Nominations received after that date and nominations from the floor shall not be allowed.

### **6. Precedence**

- 6.1 The election of the President will precede the election of the Vice-President which shall precede the election of any Director.
- 6.2 If there is an election for two Directors in one district, the election for the position with the longest term will be done first.

### **7. Election by Elimination**

- 7.1 To be declared the successful candidate, an individual must receive a minimum of 50%+1 of the votes cast. For each instance where there is no successful candidate, the candidate with the lowest number of votes will be dropped from the ballot prior to the next round of voting.

### **8. Transparency of voting**

- 8.1 Candidates may review the results of any votes involving them on request, which request must be received before the end of the meeting at which the vote took place in the case of an in-person meeting. For meetings held electronically, candidates may request to review the results within 48 hours of the meeting at which the vote took place. Where an election takes place during a meeting, the voters entitled to vote in such election may pass a motion providing that ballots or electronic record of the results of voting shall be destroyed at the end of an in-person meeting, or forty eight hours after a meeting held electronically ends. If such a motion is passed, the ballots or results of the voting will be so destroyed. If a candidate wishes to contest the results of the election, the ballots or record of voting results shall be safeguarded until the results have been accepted or adjudicated regardless of whether or not a motion approving the destruction of such ballots or record has been passed.

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<sup>6</sup> Need to have nominee proposal in on time for proposal and notice period under the Act 163 (3) must be 90-150 days from anniversary of last AMM.

Section 2 Meetings of Members

## REGULATION

### 2.3 Proxies

#### 1. Unable to Attend

- 1.1 If a Branch President is unable to attend a Meeting of Members, the Branch President may appoint a proxy holder to attend and act at the meeting in the manner and to the extent authorized by the proxy and with the authority conferred by it subject to the requirements set out in the Act. The proxy holder is to be a Member of the Association

#### 2. Proxy Form

- 2.1 A Branch President who is unable to attend an Annual or Special Meeting of Members shall notify the Chief Executive Officer of the proxy in the form designated by the Association.



Section 2 Meetings of Members

National Association of Federal Retirees  
PROXY  
FOR THE ANNUAL Meeting of MEMBERS  
TO BE HELD ON  
DATE

The undersigned Branch President hereby appoints (please print)

\_\_\_\_\_

as proxy of the undersigned to represent the undersigned at the Meeting of Members to be held at:

PLACE  
Address  
Date  
At TIME

or at any adjournment or adjournments of said meeting and at such meeting to vote for the undersigned upon any and all matters which may come before the meeting, and to do any and all acts and things which the undersigned might or could do if personally present. The undersigned hereby undertakes to ratify and confirm all that the said attorney and proxy of the undersigned may do or cause to be done by virtue hereof.

IN WITNESS WHEREOF the undersigned has executed this Proxy by its authorized officer, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Name of Branch President \_\_\_\_\_  
(please print)

(Signature of Branch President) \_\_\_\_\_

Branch name and number \_\_\_\_\_

Please fax, e-mail, or mail to:

NAME  
Fax # 613-745-5457  
or  
return by email to  
EMAIL  
or  
return by mail to

NAME  
National Association of Federal Retirees  
865 Shefford Rd,  
Ottawa, Ontario K1J 1H9

### REGULATION

#### 3.1 Communication

##### 1. Purpose

The Association serves its Members, Volunteers, and staff across the country and abroad in a transparent, proactive and courteous manner. Effective communications promote understanding and awareness among Canadians of the Association's role, mandate, advocacy and activities. It is the Association's Communications Policy to:

- 1.1. Communicate in English and in French.
- 1.2. Deliver timely, considerate, and responsive service that is sensitive to the needs and concerns of its Members, its business partners, and the public.
- 1.3. Provide Members, Volunteers, staff, stakeholders, and the public with timely, accurate and clear information relating to the Association's mandate, mission, and services.
- 1.4. Identify and address communications needs, both internal and external, in a proactive manner and to provide information in a variety of formats and through different means in order to accommodate diverse needs.

##### 2. Requirements

To meet its policy requirements, the Association shall:

- 2.1. Establish and maintain plans and procedures for the proactive management of communications relating to issues and crises;
- 2.2. Establish and maintain plans, procedures, practices and/or standards for the purpose of ensuring the timeliness and high quality of communications, especially amongst its Volunteers and staff, and with its business partners and other stakeholders.

##### 3. Responsibility and Accountability

- 3.1 Statements in the name of the Association may only be made or issued by the President, the Chief Executive Officer or by those designated by the President or the Chief Executive Officer to make such statement.
- 3.2 All Volunteers are accountable for the accuracy and the currency of the information they make available to the public and for the protection of private or confidential information.

##### 4. References

- 4.1 Personal Information Protection and Electronic Documents Act
- 4.2 Copyright Act
- 4.3 Association Regulation, *Official Languages*
- 4.4 Association Regulation Brand Guidelines

## REGULATION

### 3.2 Advocacy

#### General Advocacy

1. All advocacy on behalf of the Association will follow nationally approved strategies.
  - 1.1 The Association will always speak with a united voice and follow key messages that are provided.
  - 1.2 The Association may undertake political tactics in a non-partisan manner while advocating.
  - 1.3 Advocacy will be done in a respectful manner.
  - 1.4 No volunteer will engage in personal advocacy for an individual Association Member

#### Branch and National

2. Directors and Branch volunteers within their jurisdiction are responsible for communication to all orders of government, (municipal, provincial/territorial, and national) as required.
  - 2.1 Advocating at the local or provincial level must align with the national strategy.

## REGULATION

### 3.3 Association Languages

The Association, as a not-for-profit corporation, is not a government department and therefore is not subject to the Official Languages Act; however, the Act and its regulations were used as a reference in developing this policy. As a not-for-profit corporation, the Association has to provide the best member service.

1. At the national level, service to members and volunteers will be provided in the official language of their choice.
2. At the Branch level, service to the Association's members will be provided if so requested by 10% or more of the members of that Branch and decided in a vote in which at least 50% of the members of that Branch participated.
3. The Association will establish and maintain plans, procedures, practices and/or standards for the purpose of ensuring the timeliness and high quality of communications, especially amongst its Volunteers and staff, and with its business partners and other stakeholders.

## REGULATION

### 3.4 Privacy

1. Member and membership data must be safeguarded at all times.
  - 1.1 No one shall copy or transfer membership data from the Association's membership database without prior approval from the corporate privacy officer at national office.
  - 1.2 Prior to collecting membership data, the purpose for collecting the data will be disclosed and consent obtained from the Member.
  - 1.3 Data that identifies an individual will not be released without consent by the Member unless required by law.
  - 1.4 Aggregate membership data that does not provide identifiable individual data, may be released for the purposes of supporting the Association's governance, marketing, communications and advocacy.

**REGULATION**

**3.5 Association Brand Guidelines**

The Association's corporate brand is the property of the corporation. All uses of the brand will adhere to the Association brand standards manual<sup>7</sup>.

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<sup>7</sup> Manual is in the Administrative Guidelines document

## REGULATION

### 4.1 Branch Core Functions

Branches function under the direction of and subject to the policies of the Association.

The following are the major areas of responsibility of the Association's Branches.

**1. Advocacy:**

1.1 Activities conducted at Branch level which support the Association's strategic advocacy priorities and that do not jeopardize the Association's reputation.

**2. Member Recruitment and Engagement:**

2.1 All activities developed to attract, retain and engage Members through recruiting activities, community outreach and social functions.

**3. Member Support:**

3.1 The provision of support to Members, typically on health and pension benefits issues, in the form of clarification and referral to appropriate resources. It is understood that this does not include the provision of advice or direct intervention on behalf of an individual Member that could be characterized as personal or individual advocacy.

3.2 Member support shall specifically exclude any assistance in the preparation of filing of income tax returns by Association volunteers while acting on behalf of the Association.

**4. Information Sharing:**

4.1 The legal and prudent gathering, conserving and distribution of information that is relevant to the Association's Members and activities, using a diverse range of methods and technologies.

**5. Volunteer Support and Development:**

5.1 All activities focussed on Volunteer recruitment, development, recognition and succession, which ultimately support effective Branch leadership and the delivery of core services.

## Section 4 Branches

### **6. Financial Management:**

- 6.1 All activities related to the management and accounting of Branch financial resources, whether generated by Member fees or through other Branch level activities, in accordance with sound financial management practices and Association policies. This includes budgeting, and performing activities in relation to Branch accounting functions and financial reporting.

### **7. Governance:**

- 7.1 The application of sound governance and oversight at both the Branch level, for Branch members meetings and Branch nomination and election processes, and when participating at regional and national meetings, on behalf of all Members.



**REGULATION (revised)**

**4.2 Financial Administration and Reporting for Branches<sup>8</sup>**

**1. Banking**

- 1.1 The banking business of the Branch shall be conducted under the authority of the Branch board or executive with a bank, trust company, or other firm or corporation carrying on a banking business in Canada.
- 1.2 In the event that the Branch's financial institution requires the approval of the national corporation to set up accounts or establish signing authority, the Branch will request national authorization by contacting the Chief Executive Officer of the Association.

**2. Signing authority**

2.1

- (a) The Branch board or executive may assign financial signing authority to any member of the board or executive (usually, the President and the Treasurer).
- (b) A **minimum of two** signatures shall be required to authorize any expenditure and issue any cheque(s).
- (c) Spouses who serve on the board or executive or are employees of the branch shall not both hold signing authority.
- (d) Cheques shall not be payable to a person who is signatory to that cheque.
- (e) Blank cheques shall not be signed in advance.
- (f) Exceptionally, a branch board or executive may by resolution assign financial signing authority to an employee of the branch provided:
  - i. A copy of the resolution is provided to the Chief Executive Officer immediately, and
  - ii. A copy of the employee's contract of employment has been provided to the Chief Executive Officer.
- (g) These requirements apply to electronic funds transfers in the same way as they apply to cheques.

**3. Fiscal year**

- 3.1 The Branch fiscal year shall be the calendar year.

**4. Financial report deadline**

- 4.1 No later than May 15<sup>th</sup> following the end of the fiscal year, the Branch shall submit to national office, a complete statement of its audited or reviewed finances for the previous year. The statement shall be in the Association's prescribed standard format or another format which in all material respects meets the requirements for financial

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<sup>8</sup> See Admin Guidelines for further details

## Section 4 Branches

statements for not-for-profit corporations in Canada and include all financial accounts and investments and the institutions where they are held.

### 5. **Branch annual meeting**

5.1 At the Branch's annual meeting, the Members of the Branch shall:

- (a) Receive the budget of the Branch for the current year and, if available, a forecast for the next fiscal year;
- (b) Receive the treasurer's report, which will include the audited annual financial statement for the most recent completed fiscal year of the Branch;
- (c) Appoint a qualified person, who is independent of the branch board/executive, to review or audit the accounts of the Branch for the current fiscal year.

### 6. **Annual Report**

6.1 The President of a Branch shall send to the Chief Executive Officer not later than May 15<sup>th</sup> of each year:

- (a) A copy of the minutes of the Branch annual general meeting, signed by the Branch president and vice-president or secretary,
- (b) A copy of the approved audited or reviewed Branch financial statements for the year as reported at the annual general meeting.
- (c) A copy of statements for all Branch financial institution accounts for the period ending December 31<sup>st</sup> of the previous year.
- (d) A copy of the form letter<sup>9</sup> of representation signed by the Branch president and treasurer.
- (e) Any branch that has paid employees must provide evidence that all required statutory federal source deductions (including but not limited to income tax, CPP and EI) and any provincial payroll remittances (including but not limited to QPP and Ontario Employer Health Tax) are remitted to the appropriate government body.

### 7. **Funds in excess of operating costs**

7.1 A Branch may retain funds in excess of its annual operating costs on the basis that allocated and unallocated reserves must be used to support the purposes of the Association.

### 8. **Financial Accounting System**

8.1 All Branches will use the financial accounting system or provide summary data for input into the national system.

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<sup>9</sup> Branch representation letter available on the Volunteer Information Portal under "Financial administration"

## REGULATION

### 4.3 Branch Reserves and Branch Surplus Funds

#### 1. Branch Reserves

1.1. Branch Reserves are carried on the branch financial accounts as either “Allocated” or “Unallocated” reserves. These types of reserves are defined as:

- Allocated reserves – are for purposes of funding future extraordinary events and/or purchases. These reserves must be aligned with the national corporate articles.
- Unallocated reserves – are all reserves that are not held specifically as appropriately constituted “Allocated reserves”. *(Note that within the Association, unallocated reserves do include the equivalent of one year’s operating funds (based on the average of the previous three years)).*

#### 2. Branch Surplus Funds

2.1. Branch Surplus Funds are defined as any funds in excess of net assets after deducting any allocated reserve funds, any non-liquid assets held by the branch, and one year’s operating funds (based on the average of the previous three years). Non-liquid assets include fixed assets and any other asset that cannot be liquidated within twelve months. For purposes of calculation in relation to any resolutions or regulations referring to branch surplus funds, figures are obtained from financial statements for any given year ending December 31<sup>st</sup>.

#### 3. Calculation of Unreserved Equity for 2020 and 2021 Financial Years

3.1. Notwithstanding anything to the contrary in this Regulation, for the purposes of calculating a branch’s permitted Unreserved Equity for the 2020 and 2021 Financial Years, the branch may use the average of the branch’s operating expenses in 2017, 2018 and 2019.

#### 4. Allocated Reserves

4.1. Any not-for-profit entity needs to ensure they manage risk including financial risk. One tool not-for-profit entities can use to manage risk is to establish reserve funds. These reserve funds can provide funding for extraordinary expenditures. The reserves listed below may be used by Branches, with the value of each reserve tailored to meet the needs and circumstances of each Branch as determined by the Branch Board:

## Section 4 Branches

- **Information Technology and Equipment.** For information technology and equipment needed for the operations of the Branch.
- **Rental Facility Improvements.** For special improvements to rental facilities including renovations. This Reserve shall only be used by Branches that rent office space.
- **Special Events.** For special events such as a 40th Anniversary celebration or one-time satellite event.
- **Advocacy.** For Branch advocacy strategic planning and initiatives to enable effective advocacy representation, action and leadership based on the Association mission, vision and values including organized activities around municipal, provincial, or federal elections, town halls or all-candidate meetings.
- **Recruiting/Communications.** For recruitment activities such as a specific membership drive or special one-time communication strategies.
- **Training/Succession Planning.** For the governance training for its directors and director succession planning. The former includes training such as the ICD 'Not-for-Profit Governance Essentials' course, Excel, MS Word, Facebook or other social media, whereas the latter is for things such sending a potential Branch President to District/National meetings.
- **Human Resources Liability.** Branches with employees face liabilities related to human resources, particularly in the event of departures. Departures may incur severance settlements and unforeseen new hires may need unforeseen training. A reasonable reserve is determined using length of service, salary, and benefits.
- **Unallocated Equity.** This is not a reserve, it is an account which holds the excess of revenues over expenses (surplus). The balance shall not exceed one year's operating expenses (based on the average of the last 3 year's actual operating expenditures not including 2020 or 2021 figures and any funds expended out of reserve funds).

### 5. Presentation of reserves to Branch members

- 5.1. At each annual general meeting of a Branch, a report on all Branch Reserves shall be presented to Members as part of the presentation of the Branch's financial statements. This will include the standard Association template which includes detailed information for the creation, changes or deletion of any reserves.

## Section 4 Branches

### REGULATION

#### 4.4 Contracts<sup>10</sup>

1. Branches are delegated contractual signing authority by a motion of the Board<sup>11</sup>. Branches may sign local contracts within their signing authority limit subject to the following requirements.

1.1 Branches shall not split transactions to avoid the limit to their signing authority.

2. All written contracts, will contain, at the minimum the following:

- (a) The names of both parties
- (b) Cancellation clause including any penalty provisions
- (c) Definition of the obligations of the Association
- (d) Definition of the obligations of the other party(ies)
- (e) Contract duration or delivery date
- (f) Dispute resolution process
- (g) Any terms or conditions required by either party to the contract

3. Branch contracts shall not jeopardize national contracts. National contracts supersede Branch contracts. Branches may submit draft contracts to national office to assist with review prior to signing by the Branch.

4. Branch contracts for amounts exceeding their signing authority shall be submitted to national office for review and have approval the Board (national) before being finalized.

5. The following kinds of activities shall have contracts in place:

- Hiring staff, temporary/contract workers or permanent
- Rental or leasing agreements (premises or equipment)
- Service agreements representing 10% or more of the annual Branch operating budget.
- Any service or supply that would incur significant liability if it fails (i.e. potential injury or major disruption to Branch services)

5.1 The Branch can also use a written contract for any other situation deemed appropriate.

6. Unless the Board has specifically delegated signing authority, volunteers should not sign contracts, but should forward them to National Office for review and potential signature.

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<sup>10</sup> See Admin Guidelines for further details

<sup>11</sup> Canada Not-for-Profit Corporations Act

PART 9 DIRECTORS AND OFFICERS Duty to manage or supervise management

**124.** Subject to this Act, the articles and any unanimous member agreement, the directors shall manage or supervise the management of the activities and affairs of a corporation.

## REGULATION

### 5.1 Collection and Remittance of Membership Fees

#### 1. Duty to Collect

##### Chief Executive Officer

- 1.1 The Chief Executive Officer of the Association (the “**Chief Executive Officer**”) has the responsibility to collect membership fees from a Member who has authorized their fees to be deducted at source.

##### President of Branch

- 1.2 The President of a Branch has the responsibility to collect membership fees from a Member of the Branch who has not authorized their fees to be deducted at source.

##### Exception

- 1.3 The Chief Executive Officer may, at the request of the President of a Branch, collect membership fees from a Member of the Branch who has not authorized their fees to be deducted at source.

#### 2. Duty to Remit

##### Chief Executive Officer

- 2.1 The Chief Executive Officer is responsible to remit to each Branch on a quarterly basis the Branch portion of membership fees collected, except:
  - a) When the Branch is under administrative suspension when the fees may be withheld on direction of the Board, or
  - b) Any credit card or processing fees, which shall be deducted from the remittance.
  - c) Any outstanding actual or implied contractual or legal obligations entered into by the Branch that comes to national office for payment.

#### 3. Apportionment of Membership Fees

- 3.1 The portion of membership fees allocated to Branches will be according to the rates or method established from time to time by the electors at a Meeting of Members, less any unpaid fees or other amounts that have been outstanding for 90 days or more.

## REGULATION

### 5.2 Corporate Information Technology (IT)

#### 1. Statement of Policy

- 1.1 **IT Assets** means all information technology assets and electronic networks including, but not limited to, related systems, workstations, tablets, smart phones and other equipment, software, data messages and all information entered, processed, stored, retrieved or sent using Association IT networks and assets.
- 1.2 The Association owns and has control over the use of all its IT Assets. The Association has the right to protect its IT Assets. Volunteers have an obligation to protect and use these IT Assets responsibly, in conformity with applicable federal and provincial laws, for the purpose of their work, and to not endanger these IT Assets.
- 1.3 The use and security of all the Association's IT Assets are governed by this Policy. Of paramount concern and importance is the Association's ability to maintain and protect data integrity and confidentiality, and secure and protect the Association's IT Assets from malfunction, reduced performance and improper use.
- 1.4 Any use of or connection to the Association's IT Assets including, but not limited to, the use of the Internet, Intranet and Extranet, Client Relations Management (CRM), E-Mail or cloud-based services via these IT Assets, will constitute consent to the terms and conditions of this Policy. Volunteers making use of Association IT Assets do not have any personal privacy rights with such use.

#### 2. Application

- 2.1 This policy applies to all Volunteers who use or access Association IT Assets.

#### 3. Description

- 3.1 Access by Volunteers to Association IT Assets from within and outside national office premises is a privilege that imposes certain responsibilities and obligations on all individuals and is granted on the understanding that all use is in compliance with this Policy. The Association reserves its right to limit, extend or terminate any use of and access to its IT Assets. In order to manage this function, the Association's IT Department(s) must be informed of any additions, deletions or modifications to access rights to Association IT Assets, including, but not limited to, Workstations, Networks, IT Applications, and the use of the Internet, Intranet, Extranet, CRM and E-Mail accounts. The required information provided should include the identity of the user, the type and level of access as well as the duration of access.

## Section 5 General

- 3.2 Volunteers are provided with access to Association IT Assets for business use and for the purpose of performing job-related activities. Although some limited personal use will be tolerated, it is subject to this Policy and must not interfere with or detract from Volunteers' assigned tasks.
- 3.3 The Association may monitor its IT Assets for the purpose of troubleshooting, capacity planning and the enforcement and consistent application of this Policy. The Association may also, during the investigation of use or misuse of its IT Assets, access and view information related to a Volunteer's use of these IT Assets, including, but not limited to, the use of E-Mail, the Internet, intranet, extranet, CRM or cloud-based services. This applies to both Association business related and personal use of Association IT Assets.
- 3.4 Failure to comply with this Policy may lead to discipline up to and including revocation of membership.
- 3.5 All Volunteers using Association IT Assets are required to:
- (a) Read, understand and follow this Policy when using or accessing the Association's IT Assets within Association premises or outside of them, whether they are using Association- provided Workstations or using non- Association Workstations such as a home or other Workstations, or from an outside Network;
  - (b) Maintain and protect the secrecy of information related to their assigned (or selected) password-protected accounts, user identity and other security access control methods that may be put in place by the Association's IT Department(s) to protect Association IT Assets;
  - (c) Inform their Director, or Branch President if they become aware of any compromise or suspected compromise of IT security, or non-compliance to this Policy;
  - (d) Access only files and data to which they have authorized access, which are necessary to the execution of their functions, or which are publicly available;
  - (e) Cooperate with IT security investigations;
  - (f) Attend IT formal security training sessions as appropriate;
  - (g) Use and protect the Association's IT Assets in accordance with this Policy as well as other related standards, practices, procedures and guidelines put in place by the IT Department(s); and
  - (h) Be responsible for all activities and consequences associated with the IT Assets the Association has provided them to carry out their work, including, but not limited to, accessing Association IT Assets via their assigned (or selected) password-protected accounts, as well as any other security access control methods that may be put in place by the IT Department(s) to protect Association IT Assets, such as other authentication methods.



## Section 5 General

- (i) All use of Association IT Assets must be lawful and in accordance with this Policy. Any inappropriate or unauthorized use of these IT Assets is prohibited. Such improper use includes, but is not limited to, the following:
- I. Downloading, viewing and distributing offensive material including, but not limited to, accessing pornographic or illegal sites;
  - II. Accessing, sending, soliciting, storing or willfully receiving sexually-oriented messages or material;
  - III. Accessing, sending, soliciting, storing or willfully receiving discriminatory or harassing messages or material that disparages others on the basis of race, national origin, colour, gender, sexual orientation, age, disability, and/or religious beliefs;
  - IV. Conducting illegal activities or gambling/soliciting for personal gain or profit;
  - V. Sending, forwarding or replying to unauthorized mass E-Mails, chain letters, petitions, unrelated to Association business activities;
  - VI. Distributing or forwarding unsolicited commercial E-Mail or conducting any non-Association-related commercial activity;
  - VII. Transmitting or releasing sensitive, confidential, proprietary or privileged information without proper authorization in the context of their assigned functions;
  - VIII. Reproducing or distributing copyrighted works, including, but not limited to, images, music, video, text, or software, in contravention of Intellectual Property Rights;
  - IX. Providing discrediting information concerning the Association;
  - X. Representing personal opinions as those of the Association;
  - XI. Doing non-business-related activities that will cause congestion or , disruption of Association IT Assets including, but not limited to: online games, online gambling, unnecessary List Serve subscriptions and E-Mail attachments, and chat rooms, such as Internet Relay Chat (IRC), Instant Messenger and similar computer conferencing chat rooms on the Internet, when not related to Association business or without permission from the Association's IT Department;
  - XII. Signing up for "instant messaging" or contact services when not related to Association business and without permission from the Association's IT Department;
  - XIII. Compromising the confidentiality of Association data;
  - XIV. Intentionally interfering with the normal operation of the Association's IT Assets and the services they provide;
  - XV. Removing, bypassing or in any other way making ineffective any IT security feature or device designed to protect the Association from IT security threats;

## Section 5 General

- XVI. Damaging the integrity of the Association's IT Assets including, but not limited to, intentional spreading of viruses, and gaining or attempting to gain unauthorized access to any Workstations, Networks, IT Applications, or Data;
- XVII. Misrepresenting, obscuring, suppressing, or replacing a user's identity on the Internet or E-Mail including the use of false or misleading subject headers and presentation of information in the distribution of E-Mail, and any form of identity theft;
- XVIII. Using Association IT Assets as a conduit for unauthorized access attempts on other IT systems, not necessarily owned by the Association;
- XIX. Connecting Workstations to the Association's Networks without permission from the Technology Department(s);
- XX. Downloading or installing any IT Applications and/or Software on the Association's IT Assets or changing any existing Applications without obtaining a prior approval from the Association's IT Department(s);
- XXI. Interfering with, removing or bypassing any security features or devices designed to protect the Association from IT security attacks such as viruses, hackers, etc.;
- XXII. Using Association IT Assets in such a way that the nature or volume of use compromises the ability of these IT Assets to serve other Volunteers;
- XXIII. Developing or maintaining a personal Web page and/or personal file transfer or share server on an Association Workstation without permission from the Association's IT Department(s);
- XXIV. Making improper and unauthorized use of Association IT Assets or access rights or making these available to unauthorized persons without permission from the IT Department(s);
- XXV. Any other use that violates or is not in compliance with any other Association Policies including the Privacy Policy.

## 4. References

- 4.1 Privacy Regulation
- 4.2 Canada's Anti-Spam Legislation (CASL): <http://fightspam.gc.ca/eic/site/030.nsf/eng/home>
- 4.3 Personal Information Protection and Electronic Documents Act (PIPEDA):  
<https://www.priv.gc.ca/en/privacy-topics/privacy-laws-in-canada/the-personal-information-protection-and-electronic-documents-act-pipeda/>

## REGULATION

### 5.3 Donations

1. Use of Association funds **must** support the purposes/objects of the Association.
2. Donations of Association funds to charitable or community initiatives are not permitted given that:
  - a) The Association is a not-for-profit corporation organized to achieve the purposes stated in the Articles;
  - b) The Association is funded primarily by fees paid by the Members who expect that the funds will be used to achieve the purposes of the Association;
  - c) Volunteers have a responsibility to ensure that funds and information (including the personal contact information of Members) that come under their control are used only for the purposes of the Association;
3. Fundraising activities at Association functions to raise money for a worthy cause may be permissible provided:
  - a) The activity has the prior approval of the Branch board or executive committee;
  - b) The privacy of Members' information is respected;
  - c) The purpose and beneficiary of the fundraising are clearly indicated; and,
  - d) Such activity is conducted in accordance with all applicable laws and regulations.
4. This regulation does not restrict the right of any Member to support charitable and community initiatives as a private citizen.
5. Funds used to pay membership fees or to maintain Association membership in an organization whose interests are allied to those of the Association (seniors' councils, etc.) are not considered donations for the purposes of this regulation.
6. Funds used in support of Association partner activities, such as the Legion's Last Post, are not considered donations for the purposes of this regulation.

## REGULATION

### 5.4 Soliciting

When the Association engages in solicitation the following parameters will apply:

1. The Association may pursue federal, provincial, or municipal grants that align with the purposes of the Association.
2. Branches may solicit local businesses for goods and services to support Branch functions or fundraising.
3. Branches may not approach national preferred partners for goods and services to support Branch functions or fundraising.
4. Nationally, the Association may approach national preferred partners or national businesses for goods and services to support national functions or fundraising.

### REGULATION

#### 5.5 Preferred Partner Programs

Preferred partners are third parties that offer goods and services to members of the Association at a reduced price or some other advantage. Preferred partners can be national preferred partners or Branch preferred partners. Examples of a national preferred partner include Canada-wide insurance, retirement homes and travel services. Examples of a Branch preferred partner could include a local business such as a golf course or restaurant.

While the purpose of the Association is the protection of the pension and related benefits that our members have earned because of their service to Canada, an appropriate portfolio of preferred partners enhances the value of membership in the Association and contributes to both recruitment and retention of members. However, the Association must ensure that preferred partner programs do not overshadow the main goals of the Association, nor do the benefits offered by preferred partner programs jeopardize either the not-for-profit status of the Association or result in membership fees being subject to GST/HST.

1. As appropriate preferred partnerships enhance the value of membership in the Association, the following criteria will be used in determining whether to enter into or renew a preferred partnership:
  - a. For national preferred partnerships, the CEO will consider the following factors in determining whether the proposed partnership enhances the value of Association membership (other factors may also be considered):
    - i. That the good or service will be of interest to and available to the greatest number of members possible;
    - ii. That the good or service being offered is either unique to the Association or is being offered to Association members at a price that is not generally available to members of the general public;
    - iii. That the partner has a national presence<sup>12</sup>;
    - iv. That the partner provides an equivalent level of service to members in both English and French;
    - v. That the partner is willing to purchase advertising in Association communications vehicles and/or support Association activities, including the Association's Annual Members' Meeting, either monetarily or otherwise.
  - b. For Branch preferred partnerships, the Branch will consider the following, criteria (other factors may also be considered):
    - i. That the good or service will be of interest to and available to the greatest number of Branch members possible;

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<sup>12</sup> Partners who provide goods or services coast to coast do not necessarily cover all local regions in Canada. National programs will seek to benefit as many members as possible. Where gaps exist, Branches are still able to have local agreements to cover that type of good or service locally.

## Section 5 General

- ii. That the partner provides service in both English and French where 10% of the Branch membership has identified the second language as their preferred language;
    - iii. That the good or service is not already provided in whole or in part by a national partner<sup>13</sup> under an exclusivity agreement;
    - iv. That the good or service is being offered to Association members at a price that is not generally available to members of the general public.
  - c. In all cases, the CEO and/or the Branch, will ensure that members are advised, that while the Association recognizes the value the preferred partner offers members, the Association does not represent that a particular good or service necessarily meets a particular member's needs and that members must exercise their own due diligence and make their own determination whether the good or service is appropriate for them.<sup>14</sup>
2. All preferred partnerships, whether national or Branch, will be by a written agreement<sup>15</sup> which contains, at a minimum, the following:
  - a. A definition of the good or service to be provided to members of the Association;
  - b. A specified duration;
  - c. A renewal clause;
  - d. A cancellation clause, in case a national preferred partnership program has an exclusivity clause, for the benefit of the Association requiring no more than one year's written notice, and ideally no more than 120 calendar days;
  - e. A definition of the support expectations of both the Association and the preferred partner;
  - f. A clause specifying, in the case of national preferred partnerships, that the contract is subject to the law and courts of Ontario, and in the case of a Branch preferred partnership, that the agreement is subject to the law and courts of the province in which the Branch is located.
3. In addition to the requirements of s. 2, all Branch preferred partnership agreements will contain the following: "The parties acknowledge that an Association national preferred partnership takes precedence over any Branch preferred partnership. If, during the duration of this agreement, the Association, at its sole discretion, enters into a national preferred partnership under an exclusivity clause that covers some or all the goods and services covered by this preferred partnership, this agreement will terminate within 120 days after the Association

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<sup>13</sup> Unlike section 1(a)i, section 1(b)iii refers to a good or service that is already provided in the local area in some form by a national partnership.

<sup>14</sup> The current national disclaimer reads as follows: We believe that our preferred partners' products and service offerings are competitive in the marketplace and that they offer good value to our members. However, the National Association of Federal Retirees does not warrant that our national preferred partners necessarily offer the best savings to our members at a given point in time. Members should conduct their own research to ensure as consumers that they receive the best deal possible.

<sup>15</sup> As preferred partnerships create legal responsibilities for the Association, there must be a written document outlining the terms of the agreement.

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provides written notice of the existence of the National Preferred Partnership to [enter name of Branch Preferred Partner.]”

4. In addition to the requirements of s. 2, all national preferred partnerships which contemplate an exclusive relationship between the National Association of Federal Retirees and the preferred partner will contain the following: “The parties acknowledge that Association Branch preferred partnerships covering the goods and services which are the subject of this agreement may already exist. The CEO of the Association will communicate the existence of this agreement to local Branches of the Association and during a period of 120 days, any Branch preferred partnership in effect on the date of signature of this agreement will continue to be in effect notwithstanding any grant of exclusive access to Association members covered by this agreement.”<sup>16</sup>
5. Section 124 of the *Canada Not for Profit Corporations Act* states that “Subject to this Act, the articles and any unanimous member agreement, the directors shall manage or supervise the management of the activities and affairs of a corporation.”<sup>17</sup> The Board (or the CEO as delegated by the Board), has the authority to sign national preferred partnership contracts on behalf of the Association. A member of a Branch executive, as delegated by the Branch board, is authorized to sign a Branch preferred partnership, provided the form and content of the proposed agreement has been reviewed by the CEO prior to the agreement being signed and that review indicates there are no problems with the agreement. If the CEO is of the view that the form and content of the proposed Branch agreement does not comply with this Regulation, the CEO shall advise the branch and try to resolve, or failing a resolution, refer the matter to the national Board of Directors for a final decision and shall advise the Branch, so the Branch can make representations to the Board prior to its decision. This section applies to renewals as well. A Branch may choose to send their preferred partnership agreement directly to the national Board.
6. Under no circumstances shall a preferred partner, either national or Branch, be provided access to the names, addresses, telephone numbers, email addresses or other personal information of members of the Association<sup>18</sup>. If the preferred partner wishes to provide marketing material directly to members of the Association, the partner may, at their cost, contract with an independent third party to deliver the marketing material. Membership information will only be provided to the third party if the CEO is satisfied, at his/her sole discretion, that the third party is able to safeguard the Association’s data and protect the privacy of its members, and an acceptable non-disclosure/confidentiality agreement is in place between the Association and

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<sup>16</sup> In negotiating agreements with an ‘exclusivity’ clause, the CEO will ensure that the national preferred partnership will only override a Branch partnership if the national partner is actually able to provide the good or service within the Branch’s geographical area. Depending on the nature of the good or service, this could include making the good or service available by telephone or through a website.

<sup>17</sup> Section 124 of the Act means that only the Board can authorize entering into contracts or delegate entering into contracts. As this is dictated by the Act, the Association cannot strip the Board of this authority except by unanimous member agreement.

<sup>18</sup> Needed to ensure compliance with privacy and antispam legislation.

## Section 5 General

the third party. The CEO will report annually to the National Board of Directors or designated committee on compliance with this section.

7. Branches shall **not** receive payment based on sales of goods or services covered by the Branch preferred partnership<sup>19</sup>. Branch preferred partners may compensate a Branch for presence at a Branch event and/or sponsor a Branch event (e.g. buy table space). Ideally, fees for presence/participation at an event should be paid by the preferred partner directly to the event's facility. In cases where this is not practical, each Branch must ensure that the cumulative total of ALL revenues including all non-membership fees, does not exceed \$50K per year, per branch. Branches CANNOT charge nor collect GST/HST/QST/PST as per the Small Supplier Registration signed by all Branches in 2018.
8. Only national preferred partners may purchase or be provided with display advertising in any Association communications vehicle. This includes, but is not limited to, SAGE, Branch inserts in SAGE, electronic newsletters to members and the national website. A Branch may inform its members about Branch preferred partnerships and the benefits to its members and acknowledge a Branch preferred partner's sponsorship of a Branch event in its written communications to members. A Branch may also include information about its preferred partnerships on its own website.
9. Member issues with national preferred programs will be dealt with by national office. Member issues with Branch preferred programs will be handled by the sponsoring Branch.

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<sup>19</sup> Payments from preferred partners back to Branches based on sales of goods or services sold (i.e. flat fee or percentage) incurs GST. Given the complexity of managing GST remittances between multiple Branches and their programs, and nationally to the government, this is not workable.



**APPENDIX A**

**National Association of Federal Retirees Branch Preferred Partner Agreement Template**

1. This agreement is between the Branch of the National Association of Federal Retirees (“the Branch”) and \_\_\_\_\_ [PARTNER NAME] \_\_\_\_\_ who are collectively hereinafter referred to as “the parties”.

2. In exchange for proof of membership in the National Association of Federal Retirees, (also known as “the Association”), [PARTNER NAME] agrees to provide a good or service to branch members at a price that is not generally available to the general public. Specifically, the Branch Preferred Partner agrees to:

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3. The parties agree that the Branch shall not receive monetary compensation based on the sales of goods or services covered by this agreement. [PARTNER NAME] may choose to contribute to the cost of a Branch event or sponsor a Branch event by paying the venue or event providers directly.

4. The Branch agrees to promote this partnership among its members. It may do so via e-mail, on its Branch web site, in a Branch newsletter, at Branch events and in Branch reports in Sage magazine; although inclusion of display advertisements in the latter are not permitted. Use of [PARTNER NAME] logos, brand and trademarks shall be in accordance with their explicit permission and instructions. Management and approval of the use and application of the National Association of Federal Retirees logos will be in accordance with the Association’s brand standards guidelines and will be the responsibility of the Branch in consultation with the Association’s National Office.

5. In accordance with member requests, The [PARTNER NAME] agrees to provide service in both English and French to Branch members where 10% of the Branch membership has identified the second language as their preferred language.

6. The parties agree to protect the privacy of Federal Retirees members. Under no circumstances shall [PARTNER NAME] be provided access to the names, addresses, telephone numbers, e-mail addresses or other personal information of members of the Association. If direct communications with members are contemplated, the Branch will arrange to send information to all its members on behalf of [PARTNER NAME] via e-mail using the Association’s “Click Dimensions” tool. If a direct mail campaign is contemplated, a bonded third-party distribution house will be used to send surface mail to the Branch membership with the costs wholly assumed by [PARTNER NAME] The distribution house will be provided the member information by the Association’s national office on receipt of a duly completed non-disclosure agreement. Once a Branch member becomes a customer of [PARTNER NAME], further communication between [PARTNER NAME] and the customer is beyond the scope of this agreement.

7. The parties acknowledge that an Association national preferred partnership takes precedence over any Branch preferred partnership. If, during the duration of this agreement, the Association, at its sole discretion, enters into a national preferred partnership under an exclusivity clause that covers some or all the goods and services covered by this preferred partnership, this agreement will terminate within

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120 days after the Association provides written notice of the existence of the National Preferred Partnership to [PARTNER NAME].

8. The term of this agreement shall be for one year from the date of execution. Either party may terminate this agreement upon provision of 60 days' notice in writing.

9. The term of this agreement shall be renewed automatically upon its expiry, provided that neither party provides written notice to the other of its intention to not renew this agreement 60 days prior to the expiry.

10. This agreement will be governed by and construed in accordance with the laws of [PROVINCE] and the laws of Canada applicable herein. The parties attorn to the jurisdiction of the courts of the province of \_\_\_\_\_.

11. This agreement constitutes the entire agreement between the parties. This agreement may not be amended or modified except by written instrument signed by the parties.

12. For the purpose of providing notice under this agreement, notice shall be delivered to the parties at the following addresses:

National Association of Federal Retirees [PARTNER NAME]

[BRANCH NAME] [mailing address for partner]

[Branch mailing address]

In witness whereof, the parties hereto have executed this agreement on the day of \_\_\_\_\_ 20\_\_.

National Association of Federal Retirees

[BRANCH NAME] \_\_\_\_\_

[name of Branch President or delegate] \_\_\_\_\_ (signature)

[PARTNER NAME]

[partner signatory name] \_\_\_\_\_ (signature)

## REGULATION (revised)

### 5.6 Travel Policy

#### 1. General

This policy applies to all staff, Member and Volunteer travel and related expenses.

- 1.1 The Association is committed to ensuring that Member Volunteers travel in a manner that reasonably reduces stress and fatigue. This policy is to be respectful of our Volunteers, and acknowledge their contributions. To that end, travel arrangements that facilitate health and wellness will be respected.
- 1.2 Consideration will be given to the fact that it is the Members' fees that finance travel for Volunteers.
- 1.3 Travel expenses shall not exceed the National Joint Council Travel Directive (NJCTD)<sup>20</sup>.
- 1.4 Every effort shall be made to minimize those expenses. Receipts or appropriate documentation are required and must be attached to the expense claim. The applicable Association travel documentation and links to them can be found on the Association website<sup>21</sup>.
- 1.5 Travel may be booked through the travel agent of the Association.<sup>22</sup>

#### 2. Authorities

Travel should be pre-approved by the appropriate authority (Branch or National) where possible and must be pre-approved by the applicable National Authority if seeking coverage beyond the standards listed in this policy, or contained in the budget guidance document. Association approval authorities are as follows:

- 2.1 For Directors and the Chief Executive Officer on Board business, the President;
- 2.2 For Directors participating in district activities, the Directors are authorized but only within their district budgets and within the standards listed in this policy;
- 2.3 Travel and related expenses for Board Committees are authorized by the respective Committee Chairperson but only within their budget and within the standards listed in this policy;

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<sup>20</sup> <http://www.njc-cnm.gc.ca/directive/index.php?did=10&lang=eng>

<sup>21</sup> Documentation available on the Volunteer Information Portal

<sup>22</sup> Hudson Travel 1-800-668-5596

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- 2.4 Travel and related expenses for BSCs and APO's are authorized by the respective BSC or APO but only within their budget and within the standards listed in this policy;
- 2.5 For Branch volunteers on branch business, the branch authority is the Branch President, and
- 2.6 For all others, the Chief Executive Officer. Chief Executive Officer authority is required for all non-board member requests for coverage beyond the standards listed in this policy. The Chief Executive Officer may delegate approval authority for staff travel (other than coverage beyond the standards listed in this policy).

### 3. **Transportation Expenses**

Itineraries should use the shortest route and the most economical means of transportation. Exceptions for health reasons may be authorized as per section 2 above.

#### 3.1 Air

Economy class air travel, such as Air Canada Tango plus seat selection or equivalent type carrier service is authorized and is to be booked as early as possible to take advantage of sales and/or reduced rates that may be available the time of booking. The Association will pay up to Air Canada Flex or equivalent round trip fares where Air Canada Tango or equivalent is not available at the time of booking.

#### 3.2 Train

The Association pays reservation fees and cost of round trip transportation by the most direct route, but not to exceed an air travel cost equivalent Air Canada Tango (excluding seat selection cost).

#### 3.3 Bus

The Association pays reservation fees and round trip transportation, by the most direct route, but not to exceed an air travel cost equivalent Air Canada Tango (excluding seat selection cost).

#### 3.4 Automobile

3.4.1 When travel by personal vehicle is necessary, reimbursement per kilometer travelled will not exceed the current rate as stated in NJCTD. Applicable parking, ferry costs, and tolls will be reimbursed.

3.4.2 When travel by rental vehicle is necessary, the rental fees, insurance, cost of gas and parking will be reimbursed.

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3.4.3 The cost of taxis will be reimbursed; however, travelers are encouraged to use airport shuttle services where possible to and from airport and hotels / motels. Where taxis are necessary, individuals are encouraged to share taxis and fare whenever possible.

3.4.4 When a private motor vehicle is used in place of public transportation, the amount reimbursed (kilometric allowance, accommodations, meals, parking charges, ferry costs, tolls and other incidentals) will not exceed that which would have been reimbursed compared to the total cost if suitable pre-planned commercial transportation up to the Air Canada Tango or equivalent rate (excluding seat selection) had been used.

### **4. Accommodation Expenses**

4.1 Accommodation should be convenient to the meeting site. Reimbursement shall be based on the standard room rate plus applicable taxes. Individuals are expected to take advantage of breakfasts and / or other meals included with accommodations.

4.2 Individuals may be personally charged for neglecting to inform the accommodation site of any charge or cancellation affecting room reservations.

4.3 Personal charges made while a guest at the accommodation site will not be reimbursed.

4.4 Reimbursement may be claimed for private accommodation (no receipt required) per the rate set out in the NJCTD.

### **5. Meal Expenses**

Reimbursement for meals shall not exceed such allowances as provided for in the NJCTD. Meals provided by the Association or included in the contractual agreement for accommodation are not eligible.

### **6. Incidentals and Miscellaneous**

The Association will only reimburse for incidentals up to the amount set out in the NJCTD.

### **7. Filing Travel Claims with the National Office**

7.1 Request for reimbursement shall be submitted to the National Office for approval within thirty (30) days of the event or meeting. All requests for a fiscal year (ending December 31), shall be submitted no later than January 31<sup>st</sup>. The appropriate Expense Claim Form (available online) must be submitted with all the appropriate receipts attached. These documents may be subject to examination.

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7.2 Legible scanned or faxed documentation will be accepted when electronically submitted. Original documentation must be retained by the claimant according to Canada Revenue Agency rules.

### **8. Disputes**

Where disputes arise and cannot be settled to the satisfaction of either the claimant or the paying authority (National Office or Branch); it shall be referred to the National Audit Committee for adjudication after consultation with the claimant and the paying authority. Results of that review are final and binding on all parties.