

MEMORANDUM OF UNDERSTANDING

between the

Canadian Union of Public Employees,  
Local 4207 (CUPE 4207)

and the

ONTARIO PUBLIC INTEREST RESEARCH GROUP (OPIRG) BROCK

June 2020

### Article 1 - Definitions

1.1. For the purposes of this document:

- (a) This memorandum of understanding will be referred to herein as the "MOU";
- (b) The Canadian Union of Public Employees Local 4207 will be referred to herein as CUPE 4207
- (c) The Ontario Public Interest Research Group Brock will be referred to herein as "OPIRG Brock"
- (d) OPIRG Brock's "Third Party" status entitles them to be a separate and independent corporate entity, without any legal or other relationship to CUPE 4207 other than those relationships arising out of agreements mutually contracted to by the Parties of this Agreement.

### Article 2 - Parameters & Duration of this MOU

2.1. The parameters of this MOU must always act in accordance with the constitutional documents, bylaws, policies, and additional contracts of CUPE 4207 and OPIRG Brock;

2.2. This MOU will remain in effect indefinitely, unless amended following the procedures internal to CUPE 4207 or OPIRG Brock;

2.3. If CUPE 4207 or OPIRG Brock are pursuing internal processes to change the parameters of this MOU, a minimum of six (6) weeks notice must be given to the other organization prior to the vote;

2.4. If CUPE 4207 or OPIRG Brock's larger affiliate organization (CUPE National, CUPE Ontario, and the OPIRG Provincial Network) develop and enforce policy changes that will impact the parameters of this MOU, it is the mutual responsibility of CUPE 4207 and OPIRG Brock to develop an alternative structure that will ensure similar services for their shared membership.

2.5. Twice annually, in accordance with CUPE National Constitution, the CUPE 4207 Executive can request OPIRG Brock present any updates, events, programming, etc. at the General Members Meeting;

2.6. In accordance with CUPE 4207's procedures, at any time, OPIRG Brock can file a request to present at a CUPE General Members Meeting or the CUPE 4207 Annual General Meeting;

### Article 3 - Obligations of CUPE 4207

3.1. CUPE 4207 will establish and maintain an agreement with Brock University to collect a fee of 0.25% of wages from each CUPE 4207 member, additional to any pre-existing amounts collected by CUPE 4207;

3.2. Upon collection of these funds, CUPE 4207 will forward these funds to OPIRG Brock, following a payment schedule that is mutually agreeable to both parties;

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3.3. CUPE 4207 is required to advertise OPIRG Brock's member registration, member newsletters, and promotional materials to its membership;

3.4. By September 21st each year, the CUPE 4207 Executive will receive and review the list of registered OPIRG Brock members who specified holding a CUPE 4207 memberships to ensure these individuals hold active CUPE 4207 union memberships and provide this confirmation or any discrepancies to the OPIRG Brock Board;

#### Article 4 - Obligations of OPIRG Brock

4.1. OPIRG Brock is obligated to deposited funds received from CUPE 4207 within one month of receipt of payment;

4.2. If requested by the CUPE 4207 Executive, a minimum of one (1) representative from OPIRG Brock must give a presentation at CUPE 4207 General Members Meeting a minimum of two (2) times per year;

4.3. OPIRG Brock must provide CUPE 4207 promotional materials to be used for general member outreach, including but not limited to member registration, event cross-promotion, and member-specific updates. If these materials are not being distributed by CUPE 4207, it is at the discretion of the OPIRG Brock Board of Directors to cease providing these materials.

4.4. OPIRG Brock must provide an online platform where CUPE 4207 members can register their names and emails, to be used by the OPIRG Brock Board of Directors for eligibility to participate in the OPIRG Brock Board of Directors' Election and AGM;

4.5. OPIRG Brock must offer an information training or resource package each year to the CUPE 4207 elected officers, no later than May 30th of each year;

4.6. OPIRG Brock must uphold the OPIRG Brock Membership Policies for all CUPE 4207 members, classified as Individual Members under an Organization Collective Opt-In;

4.7. By September 14th each year, the OPIRG Brock Board of Directors will provide the CUPE 4207 Executive a list of names of CUPE 4207 members who registered as OPIRG Brock members to vote to confirm that everyone who registered holds an active CUPE 4207 memberships (registered or non-registered);

4.8. If OPIRG Brock Board of Directors receives any discrepancies from CUPE 4207 related to registered members list, they will be required to follow up with this member within one week to clarify their membership status;

Article 5 - Previous donations and financial transactions

5.1. This Memorandum of Understanding will be enacted as financially distinct from any previous or future donations or sponsorships made by CUPE 4207 and OPIRG Brock to one another.

CUPE 4207 & OPIRG Brock Signatories

CUPE 4207

Name: Philip Wachel

Position: President, CUPE 4207

Date: July 7, 2020

Signature:



OPIRG Brock

Name: Kate Spiegel

Position: Treasurer

Date: JULY 8 2020

Signature:

