



## **M1 BYLAWS**

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# Policies

- A) M1 National Conventions & Media Council Policy**
- B) M1 Harassment Policy**
- C) M1 Committee Policy**

**Article 1 - Name and Jurisdiction**

- 1.1 This Organization shall be known as Unifor Union of Canada Local M1 (Unifor Media One) hereinafter called "M1".
- 1.2 This Local has been established and exists by virtue of a charter issued by the Unifor Union of Canada (hereinafter called the "National Union") pursuant to the Constitution of the National Union.
- 1.3 The Constitution of this M1 Local Union shall be the Constitution of the National Union, Unifor, and these M1 Bylaws shall be in all respects Subordinate to said Constitution and all applications and interpretations thereof.
- 1.4 The jurisdiction of M1 shall be over all Unifor Bargaining Unit Employees of the Employer(s).
- 1.5 For the purposes of these bylaws, each location represented by Unifor shall be designated a Unit and shall be entitled to representation on the M1 Board.

## **Article 2 - Purpose and Objectives**

- 2.1 The purpose and objectives of this composite M1 Local are to unite all Workers within its jurisdiction for the following purposes:
  - 2.1.1 To regulate Labour Relations and Collective Bargaining between Employers and Employees.
  - 2.1.2 To improve their wages, benefits and hours of work, to increase their job security and to secure working conditions conducive to safety and good health.
  - 2.1.3 To promote the policies and goals of the National Union.
  - 2.1.4 To promote and uphold the Bylaws and Policies of M1 and the Constitution of the National Union, and the regulation of the Canada Labour Code and relations between the Employer and Employees through Collective Bargaining.
  - 2.1.5 To administer all aspects of the Collective Agreement(s).
  - 2.1.6 To establish and administer all M1 funds.

- 2.1.7 To provide representation for the Members of M1.
- 2.1.8 To advocate for the Members.
- 2.1.9 To regulate relations between Members and their Employer(s).

### **Article 3 - M1 Structure**

- 3.1 The structure of M1 shall consist of the following:
  - 3.1.1 M1 Executive Officers;  
President, Vice-President, Secretary, Treasurer, Master Steward.
  - 3.1.2 M1 Board Members;  
The M1 Local Board is comprised of a Delegate from each Unit.
  - 3.1.3 The Unit Executive(s);  
Unit President, Unit Vice-President, Unit Secretary, Unit Treasurer and/or Unit Master Steward as determined per Unit Bylaws.
- 3.2 The President of each Unit, (Unit President), or their Designate will be the Delegate to the M1 Board. The Designate shall hold an elected position within the Unit.
- 3.3 Each M1 Unit in good standing shall be entitled to be represented at M1 Board Meetings by one (1) Delegate and each Delegate shall be entitled to voice and vote. Each M1 Unit shall determine its amount of Observers and they shall be granted voice but no vote.

### **Article 4 - Affiliations**

- 4.1 M1 shall be affiliated with the Unifor Media Council, Arbitration Fund, Bargaining Fund and any other fund deemed appropriate by the M1 Board.
- 4.2 M1 shall be affiliated with the appropriate District and Provincial Labour Councils represented by the applicable M1 Unit and any other affiliations deemed appropriate by the M1 Board and the National Union.

## **Article 5 - Governing Authority**

5.1 The Members of M1 shall be the highest authority of M1 and shall be empowered to take or direct any action not inconsistent with the Unifor Constitution or By-Laws.

5.1.1 By referendum of the M1 Membership.

5.1.2 By action taken in M1 Board meetings.

5.1.3 By actions and decisions of the M1 Executive between M1 Board meetings.

5.1.4 Between M1 Board meetings, the M1 Executive shall be empowered to act on behalf of the Membership to the extent urgent business requires prompt and decisive action, subject to subsequent M1 Board and Membership approval, but the M1 Executive may not take action affecting the vital interests of the M1 Local Union without prior Membership approval.

5.2 The M1 Executive shall inform the M1 Board of its activities between regular meetings as per Article 15 of the M1 Bylaws.

5.3 The actions and decisions of the M1 Executive may be overruled by the M1 Board at a regular or special meeting.

5.4.1 **Actions and Decisions of the M1 Board and/or M1 Executive that;**

- a) Create, amend or remove M1 Bylaws,
- b) Impose a Special Assessment on the M1 Membership,
- c) Change the Dues Percentage collected from the M1 Membership,

**shall require a 2/3 Majority Vote of the M1 Membership in attendance at a regular or special M1 Unit Meeting who are in good standing.**

2. **Actions and Decisions of the M1 Board and/or M1 Executive that;**

- a) Involve the Election of 1M Executive Officers,
- b) Seek approval of or amendments to the annual M1 Budget,
- c) Involve the Election of Delegates and Alternates to Unifor National Conventions, Regional and Canada Councils,

**shall require a Majority Vote of the M1 Membership in attendance at a regular or special M1 Unit Meeting who are in good standing.**

**5.4.3 Actions and Decisions of the M1 Board and/or M1 Executive that;**

- a) Create, amend or remove M1 Policies,
- b) Seek approval of discretionary spending over \$5,000,
- c) Seek to reallocate Defense/Strike Fund assets in a labour dispute,
- d) Form, consolidate or terminate a Committee(s), exclusive of the Elections or Bargaining Committees,
- e) Involve the method of Appointing or Electing the Membership of the Committees and how the Committee Chair is to be chosen,
- f) Assign Duties to Committees,

**shall require a Majority Vote of Seated Delegates.**

**5.4.4 All other decisions of the M1 Board shall require a Majority Vote of Seated Delegates.**

5.5.1 Voting carried out in accordance with Articles 5.4.1, 5.4.2 and 5.4.3, or between M1 Board meetings may be conducted electronically.

5.5.2 All votes will be conducted and counted by the President and Secretary of the M1 Executive.

5.6.1 The responsibilities of the M1 Executive shall be to oversee the operation and administration of M1 and shall include but not be limited to the following:

5.6.2 Oversee Collective Bargaining with the Employer in accordance with Articles 19 and 20 of the M1 Bylaws.

5.6.3 Set Direction and Policy for the operations of the M1 Local.

5.6.4 Administer the Expense, Compensation and Revenue Bylaws and Policies as established by the M1 Board and the M1 Membership.

5.6.5 Oversee all Committees and follow the Bylaws and Policies for selecting Representatives on all M1 Board Committees and ensure that all vacancies are filled without unnecessary delay.

5.6.6 Administer the Grievance and Arbitration Bylaws and Policies as established by the M1 Board and the M1 Membership.

5.7 M1 Units will not take any action which conflicts with M1 Bylaws, Policies or the Unifor Constitution.

5.8 The M1 Executive and all other Committees of M1 are accountable to the M1 Board and the M1 Membership.

## **Article 6 - Finances**

### **Section 1 - General**

- 6.1 The fiscal year of the M1 Local shall begin on January 1st and end on December 31st.
- 6.2.1 M1 shall have three (3) signatories from the M1 Executive on all accounts, two (2) of whom must sign off on each disbursement.
- 6.2.2 The Unit President from the M1 Unit of the Local Treasurer may also be a signatory for Local M1.
- 6.3 The M1 Executive is not authorized to disperse funds where such dispersal would cause a negative balance or reliance on an overdraft in any M1 bank account.
- 6.4 Any work payable by M1 and requiring the signing of a contract must first have said contract presented to and approved by a Majority of the M1 Executive, in accordance with Article 5.2 of the M1 Bylaws.

### **Section 2 - Dues**

- 6.5 The purpose of this Section is to set out the Process and Procedures for the Collection of Dues paid by the M1 Local and to set criteria for the administration of all 1M Finances while being transparent and accountable to each and every contributing Member of M1.
- 6.6.1 Of the 2% Dues Collected from M1 Union Members, 0.34% will go to the M1 Defense Fund. After National deductions, 60% will be returned to the M1 Units and the remaining 40% will be retained by the M1 Local
- 6.6.2 M1 may impose a Special Assessment of Dues only in the same manner as changing Membership Dues, in accordance with Article 5.4.1 of the M1 Bylaws.

### **Section 3 - Expenses and Compensation**

- 6.7 In order to attend M1 Board Meetings one (1) Delegate's and one (1) Observer's travel, transportation, hotel and per diem expenses shall be paid from the M1 Funds. M1 Units may send additional Observers at their own expense.
- 6.8.1 All Travel and Leave related Expenses will be paid from the M1 Funds for the Chairs or their Designates of any equity seeking committees to be approved by the M1 Board to attend M1 Board meetings.
- 6.8.2 This expense shall be approved by a Majority Vote of the M1 Board, in accordance with Article 5.4.3 of the M1 Bylaws.
- 6.9.1 M1 will pay Travel and Leave Expenses related to the performance of the duties of any Executive Board Member or appointed Designate as required and approved by the M1 Executive, in accordance with Article 5.2 of the M1 Bylaws.
- 6.9.2 Pre-approval of Union Time off to conduct M1 Union business must be obtained from the Employer by the M1 Unit President or appointed Unit Designate. If time off is authorized by the Employer and found not to be required, the approved time off will be cancelled with the Employer.
- 6.9.3 The M1 Treasurer, **upon approval of a M1 Expense Claim** that lists all expenditures supported with receipts including those of the entire expense allowance, shall reimburse expenses out of the M1 Funds.
- 6.10 **Daily In-Town Expenses**
- 6.10.1 **Meal Per Diem:** M1 Executive Members, M1 Board Members, M1 Committee Members or appointed Designates that are away from their normal place of work on approved union business, may claim a meal per diem of \$45.00 for a half day or \$90.00 for a full day.
- 6.10.2 **Mileage:** will be paid at the rate in accordance with Unifor Bylaws and Policies. If approved on a scheduled day off, show total kms from home in each direction, if approved on a scheduled work day claim only the mileage over and above normal mileage to work. If not greater than going to work, no claim should be made.



6.11 **Out of Town Travel Expenses**

- 6.11.1 **Air Travel:** attach a copy of the airline travel final billing, including service charges/taxes/other fees. Full Fare tickets require pre-approval by the M1 Executive.
- 6.11.2 **Taxis, Ground Transportation, Parking and/or Car Rental:** expenditures must be listed on the M1 Expense Claim with valid receipts attached. Taxi charges are claimable to and from the airport. Hotel shuttles should be used where available. Car Rentals require pre-approval by the M1 Executive.
- 6.11.3 **Mileage:** will be paid at the rate in accordance with Unifor Bylaws and Policies.
- 6.11.4 **Meal Per Diem:** (when meals not provided), Breakfast \$25.00/Lunch \$25.00/Dinner \$40.00. The first day of departure and subsequent days claim up to \$90.00. Return day and one-day trips claim up to \$45.00 unless all meals were necessary.
- 6.11.5 **Hotel Accommodation:** The Hotel Venue is to be arranged through the M1 Secretary or Designate. M1 Attendee(s) and/or Designate(s) will be provided with the booking information and are responsible to make their own reservations. Any booking mistakes or additional charges related to bookings are the Unit's responsibility to cover.
- 6.11.6 **Phone/Fax/E-Mail Charges** use phone cards when applicable for long distance for approved M1 Union business and reasonable calls to place of residence. To claim phone bills must show phone receipt.
- 6.11.7 **Childcare:** Upon pre-approval by the M1 Executive the M1 Union will pay reasonable child care expenses (receipts required) while on approved union business. You may only expense over and above what would have normally been spent.
- 6.11.8 Profiting from Union Activities is not permitted under our M1 Bylaws in accordance with the Unifor Constitution meaning that you can only get compensated for Union Activities carried out from the Union or Company **but not both for the same activity.**
- 6.12.1 Executive Members shall receive an honorarium of \$100 per month.
- 6.12.12 All M1 Committee Chairs shall receive an honorarium of \$100 per month and a communications subsidy of \$50 per month.

- 6.12.2 Any changes to this shall be approved by a Majority Vote of the M1 Board, at a regular or special meeting of the M1 Board, in accordance with Article 5.4.3 of the M1 Bylaws.
- 6.13 M1 Claims for Expenses incurred by M1 Executive Members, Delegates, Observers or appointed Designates must be filed within 60 days from the date of purchase or in the event of travel, from the last day of the event.
- 6.14.1 The M1 President shall receive a monthly Communications Subsidy of \$150. The M1 Vice-President, M1 Treasurer, M1 Secretary, and M1 Master Steward and M1 Equity Representative shall receive a monthly Communications Subsidy \$50.
- 6.14.2 The monthly subsidies provided herein are intended to be used for communications related expenses such as Cell Phones or Internet Access. The purpose is to set forth rates and usage of a communications subsidy for M1 Executive Officers.
- 6.15.1 The M1 Local is responsible for All Costs related to the Negotiation and Administration of the Collective Agreement(s) that are not covered or paid for either by the Company, the Media Council Bargaining Fund, or by the National Union.
- 6.15.2 The M1 Local shall pay Travel Expenses (Hotel, Transportation, Per Diem, and Wage Loss) for one (1) Delegate from each M1 Unit within their respective M1 Bargaining Unit to attend pre-bargaining Caucus Meeting(s).
- 6.15.3 The M1 Local shall pay Travel Expenses (Hotel, Transportation, Per Diem, and Wage Loss) for each Member of the Negotiating Committee in the bargaining unit(s) to attend Negotiation Sessions with the Company.
- 6.15.4 Expenses incurred as a result of bargaining be submitted, with original receipts, within 30 days of the final day of the Bargaining Session in which they were incurred. Any bargaining expenses submitted after the 30 days must be approved by the M1 Executive.
- 6.16.1 The M1 Bargaining Units shall pay for the cost of preparation and distribution of negotiations related material to the Membership.
- 6.16.2 The M1 Bargaining Units shall pay the Local's portion of Collective Agreement(s) printing and distribution to the M1 Units.

## **Article 7 - Annual Budget**

- 7.1 During the last M1 Board meeting of the year, the M1 Executive shall present an Annual Budget for the upcoming year to the M1 Board.
- 7.2 The budget year shall be the calendar year, from January - December.
- 7.3 This budget shall include Projected Income, Expenditures and Compensation Projections for the upcoming fiscal year.
- 7.4 The M1 Finance Committee shall set aside an amount in the Annual Budget for the purposes of supporting Unifor and other Locals involved in a dispute. The M1 Executive shall have complete discretion regarding the disbursement of funds.
  - 7.5.1 Discretionary spending of up to \$5000, not necessarily budgeted for, may occur with a Majority Vote of the M1 Executive.
  - 7.5.2 Discretionary spending beyond \$5,000 must be approved by a Majority Vote of the M1 Board, in accordance with Article 5.4.3 of the M1 Bylaws.
  - 7.5.3 The M1 Executive shall make a full presentation and disclosure of any discretionary spending at the next M1 Board Meeting.
- 7.6.1 The Annual Budget for the upcoming year shall be approved by a Majority Vote of the M1 Board at the last M1 Board meeting of the fiscal year, in accordance with Article 5.4.3 of the M1 Bylaws
- 7.6.2 Once approved by the M1 Board the Annual Budget must be distributed to the M1 Members at Unit Meetings in a timely manner to get ratified by a Majority Vote of the M1 Membership in attendance at a regular or special M1 Unit Meeting who are in good standing, in accordance with Article 5.4.2 of the M1 Bylaws.
- 7.6.3 Approval of the annual M1 Budget by the M1 Units & M1 Membership must be completed before the first scheduled M1 Board meeting of the upcoming fiscal year.

## **Article 8 - Meetings**

- 8.1 The M1 Board shall meet no less than two times per year.
- 8.2.1 The M1 President shall call a Special Meeting at the request of 2/3 of the M1 Board or upon the written request of 25% of the total M1 Membership in good standing.
- 8.2.2 Notice of a Special Meeting shall be given to the M1 Membership. Said meeting must be held within 60 days from the date the written request was given. The notice shall include the date, time and place of meeting and state the purpose for which the meeting is called. No business other than that for which the meeting is called may be transacted until said business is duly addressed.
- 8.3.1 A Quorum for the commencement of a regular or special M1 Board meeting shall be 2/3 of M1 Board Delegates from M1 Units in good standing. For the purpose of transacting any business by the M1 Board during the meeting, no action of any meeting shall be invalid for lack of a Quorum unless the question of lack of a Quorum was raised before such action was taken.
- 8.3.2 Quorum for a M1 Executive meeting shall be two (2) M1 Executive Officers plus the Unifor M1 President.
- 8.4.1 An Agenda shall be distributed in advance and M1 Members shall be able to add points of discussion, in accordance with Article 15 of the M1 Bylaws.
- 8.4.2 The order of business at the regular meeting shall be at the discretion of the M1 Executive.
- 8.5 The Rules of Order not specifically covered by these Bylaws or the Constitution of the National Union shall be in accordance with the Unifor Rules of Order and Guidelines.
- 8.6 Any Member who attends a meeting under the influence of alcohol or drugs and/or creates a disturbance, or becomes unruly shall lose voice and their right to vote at said meeting. Where necessary to maintain order, the Member may be evicted from the meeting by order of the President subject to the challenge of the Membership. Flagrant or

persistent violation of this section by any Member shall be conduct unbecoming a Union Member.

## **Article 9 - Membership**

- 9.1 The M1 Local Union shall be composed of Workers eligible for Membership in Unifor, over whom the Local Union has jurisdiction.
- 9.2.1 Each Member in good standing of this Local Union has the right to nominate and vote, express opinions on all subjects before the Local Union, to attend all Membership Meetings and express views, arguments and opinions on all matters and business, including candidates for office, properly before the meeting; to meet and assemble freely with other Members and generally, to participate in the activities of the Local Union in a responsible manner consistent with good conscience in order to present and discuss factually and honestly the issues upon which the Membership must base its decisions. These rights shall at all times be subject to the rules of procedure governing meetings and other uniform rules and regulations contained in the Constitution, By-Laws and other official rules of the M1 Local Union.
- 9.2.2 A Member in exercising the foregoing rights and privileges shall not take any irresponsible action which would tend to jeopardize or destroy, or be detrimental to, either the M1 Local or National Union as organizations, or their free democratic heritage, or which would interfere with the performance by this M1 Local Union or the National Union of its legal or contractual obligations as a collective bargaining agent, or interfere with the legal or contractual obligations of this M1 Local Union as an affiliate of the National Union of Unifor.
- 9.2.3 Violation, or abuse of these rights and privileges of Membership, or engaging in conduct prohibited by this section, may be grounds for the commencement of a charge against a Member pursuant to Article 18 of the National Union Constitution.
- 9.3 The Membership shall strive to obtain the objectives set forth in the Constitution and additional objectives as established as the policy of the National Union; to maintain free relations with other organizations; to do all in its power to strengthen and promote the labour movement; to co-operate with National Board Members, the National Representatives and help promote organizational activities.

## Article 10 - Elections

- 10.1 The M1 Executive must be comprised of M1 Members in good standing.
- 10.2.1 Elections for M1 Executive Officer Positions require a Majority Secret Ballot Vote of the M1 Membership in attendance at a regular or special M1 Unit Meeting who are in good standing, in accordance with Article 5.4.2 of the M1 Bylaws. Only M1 members who identify as a member of an equity seeking group as defined by Unifor may vote for the executive Equity Representative.
- 10.2.2 In the event that no candidate receives a majority there shall be a runoff between the top two candidates. The candidate receiving the most votes shall be determined to be the winner.
- 10.3 The M1 Executive positions shall be elected for a 3-year term.
- 10.4.1 Elections for President and Treasurer and Equity Representative shall take place in alternate years to elections for Vice President, Secretary, and Master Steward.
- 10.4.2 In the event of vacancies and special elections, the 3 year term may be shortened to ensure that elections for the positions noted above occur in alternate years.
- 10.5 An Election Call for the upcoming election year shall take place at the last M1 Board Meeting of the year unless a Special Election is required, at which point an election call will be made immediately.
- 10.6 Successful candidates shall take office immediately after the installation ceremony. A joint M1 Executive meeting, attended by past Officers and newly elected Officers, shall follow the installation of the new Officers without undue delay.
- 10.7 In the event of a vacancy of any M1 Executive position, the M1 Executive may appoint a replacement to fill that position. The term of the appointed officer shall be from the date of the appointment until the next M1 Board meeting at which time a special election shall be held.

10.8 Special Elections shall be conducted in accordance with Article 10 of the M1 Bylaws.

10.9 In the event there is more than two candidates for the same Executive position, the ballot shall be constructed in such a way that the voter selects the first and subsequent choice for the position. The subsequent choice shall only be used to determine a winner should no candidate receive a majority of votes cast on the first ballot. A majority shall be 50% plus 1 of votes cast.

## **Article 11 - Oath of Office**

11.1 The installation ceremony of the M1 Executive may be performed by the outgoing M1 President or a National Representative.

Each elected Officer of the M1 Executive, after meeting all other qualifications shall be duly installed upon the following oath.

The Installing Officer says:

**“Give attention while I read to you the obligation:**

**“Do you pledge on your honour to perform the duties of your respective offices as required by the Constitution of the Union and to bear true and faithful allegiance to Unifor.**

**Do you pledge to promote a harassment and discrimination-free environment and work to ensure the human rights of all members are respected?**

**Do you pledge to support, advance and carry out all official policies of the Union and to work tirelessly to advance and build the membership of our Union?**

**Do you pledge to deliver all books, papers, and other property of the Union that may be in your possession at the end of your term to your successor in office, and at all times conduct yourself as**

**becomes member of this Union?”**

Officers respond, **“I do.”**

The Installing Officer then says:

**“Your responsibilities are defined in the By-Laws, Constitution and policies of Unifor. Should any emergency arise not provided for in these, you are expected to act according to the dictates of common sense, guided by an earnest desire to advance the best interest of the Union. I trust you will all faithfully perform your duties so that you may gain the esteem of your brothers and sisters and the approval of your conscience.**

**“You will now assume your respective offices.”**

## **Article 12 - M1 Officers**

12.1 **M1 Officers** of the **1M Board** shall consist of the following:

**M1 President**  
**M1 Vice President**  
**M1 Secretary**  
**M1 Treasurer**  
**M1 Master Steward**  
**M1 Equity Representative**

## **Article 13 - M1 Officer Duties**

13.1 **The M1 Local President shall:**

- be the chief spokesperson for M1, unless otherwise specified by these bylaws.
- be responsible for the application of these bylaws and policies
- call and preside over all M1 Executive and Board Meetings.
- be an ex officio member of all committees except the Elections



Committee

- enforce the National Constitution, M1 By-Laws and all union rules and regulations
- be automatically delegated to the National Convention, Canada Council, and Media Council.
- perform whatever additional duties as may be necessary.

**13.2 The M1 Local Vice President shall:**

- assist the President in the performance of their duties.
- assume the duties of the President in their temporary absence.
- enforce the National Constitution, M1 By-Laws and all union rules and regulations
- perform whatever additional duties as may be necessary.

**13.3 The M1 Local Secretary shall:**

- record and maintain the minutes of all meetings of the M1 Board and the M1 Executive.
- distribute a copy of the minutes to the M1 Board following the adjournment of a regular or special meeting.
- maintain a record of the M1 Membership.
- provide the President of M1 and all members of the M1 Board any amendments to these bylaws within thirty (30) days after amendments have been made.
- upon ratification by a majority of the M1 membership, the Secretary shall provide a copy of the bylaws to the National Union for approval.
- in the temporary absence of the President and Vice President, the Secretary shall assume their duties.
- keep all relevant correspondence on file.
- submit such reports and information to the National President as the National President may require.
- enforce the National Constitution, M1 By-Laws and all union rules and regulations.
- perform whatever additional duties as may be necessary.

**13.4 The M1 Local Treasurer shall:**

- be the custodian of all assets of the M1 Board.
- have charge and custody of, be responsible for, all funds and

securities of M1, receive and give receipts for all monies, due and payable to M1 from any source whatsoever, and deposit all such monies in the name of M1 with such banks as shall be authorized as depositories by the M1 Executive Board.

- keep true and accurate accounts of all transactions.
- prepare written reports of the financial status of M1 for 1M Board meetings.
- process all approved bills of the M1 Board. Prior to the first M1 Board meeting in every year, they shall have the M1 Board's books audited by an outside auditing firm or the M1 Board's Finance Committee.
- enforce the National Constitution, Local By-Laws and all union rules and regulations
- In the temporary absence of the President, Vice President and the Secretary, the Treasurer shall assume their duties.
- perform whatever additional duties as may be necessary.

**13.5 The M1 Local Master Steward shall:**

- act as a liaison between the Units and the M1 Board.
- be responsible for the application of the Grievance and Arbitration policy.
- enforce the National Constitution, Local By-Laws and all union rules and regulations.
- perform whatever additional duties as may be necessary.

**13.5.1 The M1 Local Equity Representative shall:**

- act as a liaison between M1 Equity Committees and the M1 Board.
- act as a liaison between Unifor Equity Committees and the M1 Board
- enforce the National Constitution, Local By-Laws and all union rules and regulations.
- perform whatever additional duties as may be necessary.

**13.6 The M1 Unit Presidents shall:**

- be responsible for conducting all Unit business as per Unit bylaws.
- provide for representation on the M1 Board.
- perform such other duties as may be assigned by the M1 President, the M1 Executive or the M1 Board.
- enforce the National Constitution, Local By-Laws and all union rules and regulations.
- act as delegates or alternate delegates to the National Convention.

**13.7** For the purposes of Article 13 a Temporary Absence is defined as a short term leave such as but not limited to a vacation leave or short

term medical leave.

## **Article 14 - Attendance Rules**

- 14.1 All Members of this M1 Local Union holding an elective position are required to participate in;
- a) Two (2) out of three (3) consecutive M1 Board Meetings unless officially excused for cause by the M1 Board;
  - b) Two (2) out of three (3) consecutive M1 Executive Meetings unless officially excused for cause by the M1 Executive;
  - c) Failure of any Elected M1 Official to comply with the above attendance rules shall result in automatic removal from their respective office or position, and they shall not be permitted to run for any elective office for the balance of the term of office from which they were removed, except as a Delegate to the National Constitutional Convention.

## **Article 15 - Communication & Notifications**

- 15.1 The purpose of this Article is to set out a simple and straightforward way of dealing with the communication of information amongst the M1 Local.
- 15.2 The M1 Executive will ensure that decisions and actions of the M1 Executive will be made known to all M1 Board Members between regular M1 Board Meetings.
- 15.3 If an issue arises that has national implications or must be dealt with in a timely manner, the issue will be presented to the M1 Board. The M1 Executive will make every reasonable effort to contact each Delegate.
- 15.4 In matters that require a motion, the President and the Secretary of M1 will conduct a vote as per Article 5 of the M1 Bylaws.
- 15.5 The Officers of the M1 Board will make reports of their activities at every regular meeting of the M1 Board.
- 15.6 A Communications Officer will monitor and maintain the online presence of M1 National for our Membership. That Officer will be

appointed by the M1 Board.

- 15.7 The M1 President will provide a Written Report via email to the M1 Board regarding the state of the M1 Local every January, April, July & October.
- 15.8 The M1 President will provide a Written Report to the General Membership regarding the state of the Local to be posted on the M1 Website every January, April, July & October.
- 15.9 M1 Unit Presidents will provide a Verbal Report to the M1 Executive and M1 Board Members regarding the state of their M1 Unit at every M1 Board Meeting, in accordance with Article 8.1 and provide a Written E-Mail of their report to the M1 Local Secretary or Designate to be posted on the M1 Website in the first and second half of the year.
- 15.10 M1 Committee Chairs will provide a Verbal Report to the M1 Executive and M1 Board Members regarding the state of their Committee at every M1 Board Meeting, in accordance with Article 8.1 and provide a Written E-Mail of their report to the M1 Local Secretary or Designate to be posted on the M1 Website in the first and second half of the year.
- 15.11 M1 Meeting Minutes of the M1 Board Meeting are to be provided to M1 Board Members no later than 30 days after the meeting is adjourned.
- 15.12 The M1 Secretary shall be allowed one (1) paid leave day after each M1 Meeting to complete work on M1 Local Meeting Minutes.
- 15.13 M1 Minutes shall include summary of attendance, discussions, detailed motions, and all tasks identified and /or assigned including deadlines to meet said tasks.
- 15.14 M1 Minutes of the M1 Executive Meeting are to be provided to M1 Board Members no later than 30 days after the meeting is adjourned.
- 15.15 M1 Unit Presidents, Committee Chairs and/or Designate are to be included on every M1 Board Meeting email notice.

## **Article 16 - Grievances & Arbitrations**

- 16.1 The Grievance Procedure that is contained in the Collective Agreements will serve as the Guideline for M1 Units to use.
- 16.2 The Unifor National Union through the National Vice President Media

and/or Designate (Unifor National Staff Representative) will continue the practice of dealing with any grievance filed by a Member of M1.

- 16.3 Grievances shall be numbered in the following manner as Location Specific or Bargaining Unit Specific grievances:

**Unit (or bargaining unit) - Year - Grievance Number**

Example: **(MRT - 2013 - 01) or (EB - 2013 - 01)**

- 16.4 When a grievance arises at a M1 Unit, the Unit President will inform both the National Representative(s) and the M1 Master Steward.

- 16.5 The M1 Master Steward shall establish and maintain a tracking system for all grievances across all M1 Units and report to the M1 Board.

## **Article 17 - Review of Decisions**

- 17.1 Any Member dissatisfied with the action or decision of the M1 Local Union or any Representative thereof, other than the action or decision of the M1 Membership of the Local Union shall take their appeal or complaint to the M1 Local Secretary within 30 days as permitted by Article 19 of the Constitution.

- a) The M1 Executive shall refer the matter to the M1 Bargaining Committee if it involves collective bargaining. Otherwise, the M1 Executive shall consider the matter itself.
- b) Whichever of these bodies the matter is referred to shall consult with the grievant, permit them full opportunity to be heard, and shall reach a decision.
- c) Within 30 days of receiving a notice of such a decision, the grievant, if wishing to appeal further, shall submit their appeal to the M1 Secretary in writing for consideration by the earliest possible M1 Board Meeting.

## **Article 18 - Standing or Elected Committees**

- 18.1.1 The M1 Executive establishes the formation of Committees within the M1 Local to oversee M1 business but the Committees and selection of the Committee Members are subject to the approval of the M1 Board.
- 18.1.2 The M1 Executive may also name specific reference personnel as

resources for the Committees relating to specific topics or groups.

18.2.1 M1 Committees that have been established are the;

- A) Finance Committee
- B) Elections Committee
- C) Bargaining Committees
- D) Bylaws Committee
- E) Women's Committee
- F) Workers of Colour Committee
- G) Young Workers Committee

18.3 **A) FINANCE COMMITTEE**

18.3.1 M1 shall have two (2) Financial Trustees who shall be separate from the M1 Executive and shall have complete unfettered access to all financial records.

18.3.2 These Trustees along with the M1 Treasurer shall form the Finance Committee.

18.3.3 The Finance Committee Trustees shall be Elected by a Majority Ballot Vote of the M1 Board, in accordance with Article 5.4.3 of the M1 Bylaws.

18.3.4 The formation of the Finance Committee and Election of the Financial Trustees need to be completed during the Last Scheduled M1 Board Meeting of the fiscal year in preparation for the following fiscal year.

18.3.5 The Finance Committee shall review, recommend and advise the M1 Board on investments and finances and shall meet prior to the commencement of M1 Board meetings.

18.3.6 Each Trustee must be a Delegate of the M1 Board.

18.3.7 The M1 Treasurer shall present a quarterly financial report that must be approved by the Financial Trustees and presented to M1 Members at M1 Unit Meetings.

18.4 **B) ELECTIONS COMMITTEE**

- 18.4.1 An Elections Committee, comprised of three (3) M1 Board Members not seeking election, must be Elected by a Majority Vote of the M1 Board, in accordance with Article 5.4.3 of the M1 Bylaws
- 18.4.2 The formation of the Elections Committee and Election of the Elections Committee Members shall take place at the last M1 Meeting of the year.
- 18.4.3 If a Special Election is called by the M1 Executive the formation of the Elections Committee and Election of the Elections Committee Members shall take place at a Special Meeting of the M1 Board.
- 18.4.4 The Elections Committee shall **appoint** a Chairperson from their ranks and inform the M1 Executive who has been selected as chair.
- 18.4.5 Nominations Ballots shall be created and distributed to all Unit Presidents by the Elections Committee Chair thirty (30) days after an Election Call is made as per Article 10.5 of the M1 Bylaws.
- 18.4.6 Nominations for the M1 Executive shall be by Nominating Petition, signed by two (2) M1 Members. No Member shall sign more than one (1) Nominating Petition for each position. The petition shall be filed with the Elections Committee Chair. The petition shall bear the signature of the candidate.
- 18.4.7 All Nominating petitions shall be filed with the Elections Committee no later than fifteen (15) days prior to the vote being taken at M1 Units as per Article 10.2.1
- 18.4.8 The Election Committee will prepare a voting ballot with all verified candidates listed on it and distribute it to all Unit Presidents no later than ten (10) days prior to the vote being taken at M1 Units as per Article 10.2.1
- 18.4.9 Each Unit Elections Committee shall verify and count the official ballots. Then those Ballots must be sent to the Elections Committee Chair in a timely manner.
- 18.4.10 The Elections Committee shall hold the ballots for thirty (30) days following the next M1 Board Meeting. If no objections have been raised, the ballots will then be destroyed.
- 18.4.11 All questions concerning the conduct and challenge of elections shall be adjudicated by the Elections Committee.

18.4.12 In the event there is more than two candidates for the same Executive position, the Election Committee shall oversee a runoff election until there is a declared winner.

18.5 **C) BARGAINING COMMITTEE**

18.5.1 The M1 Board shall act as the Bargaining Caucus.

18.5.2 The M1 Unit Presidents, and/or their Designate(s), shall form the Negotiating Committee in each of the five (5) Bargaining Units.

18.5.3 The five (5) Bargaining Units that comprise the M1 Local are;

- a) CHEK Bargaining Unit - Victoria
- b) B.C. Bargaining Unit - Vancouver & Kelowna
- c) Alberta Bargaining Unit - Calgary, Edmonton & Lethbridge
- d) Eastern Bargaining Unit - Maritimes, Ottawa, Toronto and Winnipeg
- e) Hamilton Bargaining Unit - Hamilton

18.6 **D) BYLAWS COMMITTEE**

18.6.1 The Bylaws Committee, comprised of three (3) M1 Board Members, shall be Elected by a Majority Ballot Vote of the M1 Board, in accordance with Article 5.4.3 of the M1 Bylaws.

18.6.2 The Bylaws Committee shall review, recommend and advise the M1 Board on Bylaws and Policies that may need updating, amending, deleting or creating in preparation for upcoming M1 Board meetings.

18.7 **E) WOMEN'S COMMITTEE**

18.7.1 The Women's Committee shall provide the M1 Board with a mandate.

18.7.2 The Women's Committee Chair shall be elected for a three (3) year term by the Women's Committee.

18.8 **F) WORKERS OF COLOUR COMMITTEE**



18.8.1 The Workers of Colour Committee shall provide the M1 Board with a mandate.

18.8.2 The Workers of Colour Committee Chair shall be elected for a three (3) year term by the Workers of Colour Committee.

18.9 **G) YOUNG WORKERS COMMITTEE**

18.9.1 The Young Workers Committee shall provide the M1 Board with a mandate.

18.9.2 The Young Workers Committee Chair shall be elected for a three (3) year term by the Young Workers Committee.

## **Article 19 - Strikes & Lockouts**

19.1 The calling, conduct and termination of strikes affecting M1 shall at all times be carried out in compliance with the rules prescribed by the National Union and Article 16 of the Unifor Constitution.

19.2 A strike vote will be conducted as per Article 17 Section B of the Unifor Constitution.

19.3 In the event that any bargaining unit becomes involved in a Labour Dispute in pursuit of any of the common issues or to defend its collective agreement against concessions demanded by the Employer(s), the Bargaining Units not involved in a Labour Dispute agree to:

a) Allow M1 to retain an additional 50% of each Unit's Monthly Union Dues Rebate. The increase to 90% (from 40%) shall commence in the month in which the dispute begins and shall continue until the dispute is resolved and the Members return to work. The additional 50% shall be dispersed to the Bargaining Unit(s) under dispute.

b) The disbursement of Strike Assistance shall be administered by the Strike Committee(s). The total amount of strike assistance as provided for in "A", shall be determined by the total amount within the Fund, however, when combined with strike pay from the National Union, shall not exceed seventy percent (70%) of a Bargaining Unit Member's gross basic pay.

c) M1 shall provide such Additional Resources as may be appropriate

to any Bargaining Unit involved in a labour dispute but must be approved by a Majority Vote of the M1 Board, in accordance with Article 5.4.3 of the M1 Bylaws.

## **Article 20 - Defense Fund**

- 20.1 The purpose of the defence fund is to defend members in the case of job dispute, mass firings or targeted layoffs.
- 20.2 The Unifor M1 Defense Fund shall be maintained by a Monthly transfer of 0.34% of the monthly per capita dues into a separate account.
- 20.3.1 Up to 50% of the Fund's Annual Income may be used upon approval of the M1 Board for Special Projects to defend and build the M1 Local and our M1 Membership.
- 20.3.2 This fund shall be administered by the M1 Board and approved by a Majority Vote of the M1 Board, in accordance with Article 5.4.3 of the M1 Bylaws.

## **Article 21 - M1 Unit Bylaws**

- 21.1 M1 Units shall adopt their own Bylaws and Policies subject to approval by the M1 Board provided nothing contained in the Unit Bylaws or Policies contravene M1's Bylaws and Policies or the Constitution of the National Union.
- 21.2 M1 Unit Bylaws shall contain provisions for the following:
  - a) At least once every three months M1 Unit Meetings per year,
  - b) An Election Committee and Election Procedures,
  - c) A minimum of three (3) Elected M1 Unit Officers, and,
  - d) Financial Reports to M1 Unit Members.

## **Article 22 - M1 Local Bylaw Adoption and Amendments**

- 22.1.1 M1 Bylaws can only be created, amended or removed by a Majority Vote of the M1 Board, in accordance with Article 5.4.3 of the M1 Bylaws.

- 22.1.2 Once approved by the M1 Board, the new M1 Bylaws must be distributed to the Membership at a regular or special M1 Unit Meeting in a timely manner and be ratified by a 2/3 Majority Vote of the Membership in attendance at a regular or special Unit Meeting who are in good standing, in accordance with Article 5.4.1 of the M1 Bylaws.
- 22.1.3 All M1 Bylaw Additions, Amendments and/or Deletions need to be submitted to Unifor and require the approval of the Unifor National President or Designate to become effective and in force.
- 22.2 Amendment proposals submitted by M1 Units to the M1 Executive and M1 Bylaws Committee must be received no later than four weeks prior to a M1 Board meeting. These proposals must include the actual wording and rationale of the amendment. The M1 Executive shall forward all amendment proposals to the M1 Board Delegates two weeks prior to the meeting.
- 22.3.1 An emergency amendment proposal shall require a Majority Vote of the M1 Board, in accordance with Article 5.4.3 of the M1 Bylaws.
- 22.3.2 Once approved by the M1 Board, the new emergency M1 Bylaw amendment must be distributed to the Membership at a regular or special M1 Unit Meeting in a timely manner and be ratified by a 2/3 Majority Vote of the Membership in attendance at a regular or special Unit Meeting who are in good standing, in accordance with Article 5.4.1 of the M1 Bylaws.

## **A) M1 National Conventions and Media Council Policy**

The purpose of this Policy is to set out clearly the Process and Procedures for the Election of the Delegates and Alternates to National Constitutional Conventions and Media Councils.

All Delegates and Alternates to National Conventions, Regional and Canada Councils shall be nominated and chosen pursuant provisions of Article 15 Section B of the Constitution.

1) **The M1 Local is entitled to five (5) Delegates for the National Constitutional Convention every three (3) years.**

Delegates for the National Constitutional Convention will be elected as per the following:

- a) one (1) Delegate will be the M1 President,
- b) the B.C. Bargaining Unit will have one (1) Delegate,
- c) the Alberta Bargaining Unit will have one (1) Delegate,
- d) the Eastern Bargaining Unit will have one (1) Delegate, and
- e) one (1) Delegate will be chosen from either the Victoria or Hamilton Bargaining Units and voted on by the M1 Board from.

Nominations for Convention Delegates and Alternates shall be by nominating petition. The petition forms shall be drawn up by the M1 Secretary, made available to the M1 Members and the Nomination forms must be sent to the M1 Secretary in a timely manner.

Elections for Convention Delegates and Alternates require a Majority Secret Ballot Vote of the Membership in attendance at a regular or special M1 Unit Meeting, who are in good standing, in accordance with Article 5.4.2 of the M1 Bylaws.

This vote will be conducted and counted by the M1 President and the M1 Secretary.

Consideration should be given to Equity seeking groups when selecting delegates.

Voting may be conducted electronically.

2) **The M1 Local is entitled to three (3) Delegates for Canada Council held the two (2) years between the National Constitutional Convention.**

Delegates for Canada Council will be elected as per the following:

- a) one (1) Delegate will be the M1 President.
- b) one (1) Delegate will be chosen from either the B.C., Alberta, Eastern, Victoria or Hamilton Bargaining Units.
- c) one (1) Delegate will be chosen from either the Women's Committee, Young Workers Committee or Workers of Colour Committee, or their designate.

The M1 Local must apply to the Unifor National Secretary Treasurer for this additional Committee delegate.

Nominations for Canada Council Delegates and Alternates shall be by nominating petition. The petition forms shall be drawn up by the M1 Secretary, and made available to the Members and the Nomination forms must be sent to the M1 Secretary in a timely manner.

Elections for Canada Council Delegates and Alternates require a Majority Secret Ballot Vote of the Membership in attendance at a regular or special M1 Unit Meeting, who are in good standing, in accordance with Article 5.4.2 of the M1 Bylaws.

This vote will be conducted and counted by the M1 President and the

M1 Secretary.

Consideration should be given to Equity seeking groups when selecting delegates.

Voting may be conducted electronically.

3) **The M1 Local is entitled to seven (7) Delegates for Media Council each year.**

Delegates for Media Council will be elected as per the following:

- a) one (1) Delegate will be the M1 President.
- b) the B.C. Bargaining Unit will have one (1) Delegate,
- c) the Alberta Bargaining Unit will have one (1) Delegate,
- d) the Eastern Bargaining Unit will have one (1) Delegate,
- e) the Victoria Bargaining Unit will have one (1) Delegate,
- f) the Hamilton Bargaining Unit will have one (1) Delegate, and,
- g) one (1) Delegate will be chosen from either the Women's Committee, Young Workers Committee or Workers of Colour Committee, or their designate.

Nominations for Media Council Delegates and Alternates shall be by nominating petition. The petition forms shall be drawn up by the M1 Secretary, and made available to the Members and the Nomination forms must be sent to the M1 Secretary in a timely manner.

The M1 Board will vote for the Media Council Delegates and Alternates by a Majority Secret Ballot Vote of the M1 Board, in accordance with Article 5.4.3 of the M1 Bylaws.

This vote will be conducted and counted by the M1 President and the M1 Secretary.

Consideration should be given to Equity seeking groups when selecting

delegates.

Voting may be conducted electronically.

## **B) M1 Harassment Policy**

### **STATEMENT OF PRINCIPLES**

The Unifor believes that every individual has the right to dignity and respect both within the union and in the workplace.

The responsibility of creating and preserving a safe and harassment-free environment is a collective one assumed by all Unifor members.

Unifor shall endeavour to provide leadership in setting standards of behaviour, which reflect our commitment to equality.

Unifor will not tolerate any form of harassment, bullying or violence within the union environment, whether it is at the local, Regional, Quebec or National level.

Such actions may result in sanctions being taken against a member pursuant to the Unifor Harassment Policy for Union Events Procedures for Unifor members.

### **APPLICATION OF THE POLICY**

This Policy applies to members of the Unifor for complaints of harassment that take place within the union environment. For example Unifor conventions, conferences, councils, education seminars, local, regional or any union events held outside the workplace.

This policy does not apply to any workplace harassment complaints involving members as they will be dealt with through the grievance procedure and/or the applicable workplace harassment policy and procedure. In the absence of a workplace harassment policy, members are encouraged to use the Unifor Harassment in the Workplace policy.

Similarly, harassment complaints involving Unifor employees must be dealt with under the employee's collective agreement.

This Policy does not apply directly to third parties. Third parties are individuals in the union environment who are not Unifor members or employees (i.e. relatives or acquaintances of members).

However, it should be noted that where a third party engages in harassing, bullying or violent behaviour in the union environment, Unifor may take steps against the third party, up to and including requiring that individual to leave a Unifor event or banning that individual from future Unifor events.

This Policy is not intended to discourage or prevent a member from exercising her or his rights under any applicable Human Rights legislation, and/or any other legal rights pursuant to any other law.

## **DEFINITIONS**

**Union Environment** - For the purposes of this policy, union environment means any Unifor event and/or any event in which a member is participating on behalf of Unifor including but not limited to conventions, meetings, seminars, councils, courses and conferences whether it be at the local, Regional, Quebec or National level.

**Harassment** - Harassment is an expression of perceived power and superiority by the harasser(s) over another person or group, based on their: sex, race, creed, colour, religion, ethnic origin, place of origin, sexual orientation, political affiliation, gender identity, gender expression, marital status, family status, disability, language, age, conviction for which a pardon has been granted, social and economic class, or activism and participation in the union.

Harassment is unwelcome, unwanted, and uninvited; it may be expressed verbally or physically; it is usually coercive, and it can occur as a single incident or on a repeated basis. It comprises actions, attitudes, language or gestures, which the harasser knows, or reasonably ought to know, are abusive, unwelcome, or wrong.

### **It may include but is not limited to:**

- 1) Unwelcome remarks, jokes, innuendoes, taunts, or other discriminatory
- 2) Communication in any media;
- 3) Insulting or malicious gestures or practical jokes which cause someone Embarrassment or discomfort;
- 4) Ridiculing, degrading or expressing hatred or intolerance, whether verbally, in writing or physically;
- 5) Display of offensive or pornographic material/pictures, graffiti, or other materials;
- 6) Placing unreasonable limitations on someone because of a perceived need (e.g., disability, pregnancy, etc.);
- 7) Leering (sexually suggestive staring);
- 8) Defamation of religious imagery;
- 9) Mockery of religious practices, customs or religious wear;
- 10) Demands for sexual favours;
- 11) Unnecessary physical contact such as touching, patting, or pinching;
- 12) Making comments about one's appearance or personal life; or
- 13) Expressing or promoting racial hatred.

**Bullying and personal harassment** - Bullying and personal harassment are defined as deliberate actions, mobbing, offensive, malicious and/or cruel behaviour with the aim to humiliate, intimidate, undermine, or destroy the character or



confidence of an individual or group of individuals.

Bullying and personal harassment may include an abuse of power or perceived power by one person or group over another that degrades an individual. Bullying behaviour is often persistent and part of a pattern, but it can also occur as a single incident. It is usually carried out by an individual, who ought reasonably to have known that her/his actions are unwelcome or unwanted. It can also be an aspect of group behaviour.

**Examples of bullying and personal harassment** include but are not limited to:

**Verbal communication:**

- 1) Abusive and offensive language;
- 2) Insults;
- 3) Teasing; or
- 4) Spreading rumour and innuendo

**Psychological manipulation:**

- 1) Unfair blame for mistakes;
- 2) Deliberate exclusion;
- 3) Practical jokes;
- 4) Belittling or disregarding opinions or suggestions; or
- 5) Public criticism

It is understood that using any form of media in verbal communication or in psychological manipulation as stated above constitutes bullying and/or psychological harassment.

Context is important in understanding bullying, particularly verbal communication.

There is a difference between friendly insults exchanged by long-time work colleagues and comments that are meant to be, or are taken as demeaning.

**Union environment violence** - For the purposes of this policy, violence is defined as any physical assault or threat of physical assault occurring in the union environment.

This policy covers any person accompanying a Unifor member attending a Unifor event.

**Examples of Union Environment Violence include, but are not limited to:**

- 1) Striking, punching, slapping, or assaulting another person;
- 2) Fighting or challenging another person to fight;
- 3) Grabbing, pinching, or touching another person in an unwanted way, whether sexually or other;
- 4) Engaging in dangerous, threatening or unwanted horseplay;
- 5) Possession of firearms, explosives, or other weapons that are intended by their design to inflict fatal injury;
- 6) Threatening harm or harming another person, or any other action or conduct that implies the threat of bodily harm;
- 7) Stalking (i.e., the repeated following, calling or harassing of another person combined with making of a verbal, written or implied threat of harm); or
- 8) Any other act that would arouse fear in a reasonable person in the circumstance.

# **M1 Harassment Policy for Union Events Procedures**

## **1. GENERAL PROVISIONS**

- (a) The following procedures apply to any incidents of harassment, bullying and union environment violence that occur within the union environment, as defined in "Unifor's" Harassment Policy for Union Events.
- (b) The Unifor will not disclose a Complainant's or Respondent's name, or any circumstances related to a complaint, to anyone, except as necessary to investigate a complaint or take disciplinary/corrective action related to the complaint, or as required by law. Unifor members, staff, officers and independent investigators or mediators (if any) involved in a complaint, are reminded to keep all information confidential, except in the above circumstances.

## **2. INFORMAL / EARLY RESOLUTION STAGE**

- (a) Where a Complainant believes that they have been subjected to harassment, bullying or union environment violence, they are encouraged to clearly and firmly make known to the alleged harasser that the behaviour is objectionable and must stop. The Unifor recognizes, however, that in certain instances such action may not be appropriate or advisable.
- (b) The Complainant may ask a member of the Unifor local executive or another trusted union member for their assistance in resolving the situation informally.
- (c) Unifor functions include seminars/courses, conventions, council meetings, etc. Unifor shall also have designated Ombudspeople to respond to incidents of harassment. Ombudspeople are responsible for attempting to resolve complaints informally and quickly at the event or as soon as possible thereafter, but do not have any formal responsibilities beyond that.
- (d) Unifor local and/or industry council union events include meetings, conferences, social events, etc. The local and/or the industry council shall also have designated Ombudspeople to respond to incidents of harassment.

Ombudspeople are responsible for attempting to resolve complaints informally and quickly at the event or as soon as possible thereafter, but do not have any formal responsibilities beyond that.

- (e) For National and Canadian Council Unifor events (refer to section c), the National President shall appoint the Ombudspeople. Ombudspeople may include National Staff. In appointing Ombudspeople, the size of the event, along with diversity, gender and language shall be taken into consideration.
- (f) For Regional or Quebec Unifor events (refer to section c), the Regional or Quebec Director shall appoint the Ombudspeople. Ombudspeople may include

National staff. In appointing Ombudspeople, the size of the event, along with diversity, gender and language shall be taken into consideration.

- (g) For Unifor local and/or industry council events (refer to section d), the local union president or the industry council chair(s) shall appoint the Ombudspeople. In appointing Ombudspeople, the size of the event, along with diversity, gender and language shall be taken into consideration.
- (h) Possible resolutions at this stage include, but are not limited to, apologies, reprimands and possible expulsions from the event at which the incident/s occurred (including the expulsion of third parties). Where the safety of any individual is compromised or a criminal act is alleged to have occurred, the appropriate authorities shall also be contacted.
- (i) If the incident is successfully resolved at this stage, the Ombudsperson shall advise the appropriate Regional or Quebec director or the National or local president or the industry council chair(s) of the incident and no further action shall be required.
- (j) Ombudspeople will receive the appropriate training through the National Office.

### **3. FORMAL COMPLAINT STAGE**

- (a) Where a complaint cannot be resolved informally, the Complainant may file a formal complaint in writing to the National Anti-harassment Coordinator at the National office.
- (b) Each Regional or Quebec director shall appoint Regional or Quebec Harassment Investigators to respond to formal complaints at the Regional or Quebec level that arise under "Unifor's" Harassment Policy for Union Events.

In appointing Harassment Investigators, diversity, gender and language shall be taken into consideration. The Investigators shall receive appropriate training with respect to the handling of harassment complaints through the national office.

- (c) The National president shall appoint a National Anti-harassment Coordinator, to direct all harassment complaints as well as Harassment Investigators to respond to formal complaints at the National level that arise under "Unifor's" Harassment Policy for Union Events.

In appointing the Coordinator and Investigators, diversity, gender and language shall be taken into consideration. They too shall receive appropriate training with respect to the handling of harassment complaints through the National office.

- (d) The complaint must clearly state the facts giving rise to the complaint and refer to the appropriate section of "Unifor's" Harassment Policy for Union Events, which is alleged to have been violated. The complaint must be filed within 60 days of when the alleged incident(s) occurred. (See attached Complainant's Form).
- (e) The complaint shall be submitted under "Confidential Seal" to the National Anti-harassment Coordinator, c/o the Unifor National Office, (give address).

- (f) The National Anti-harassment Coordinator shall examine the complaint as soon as it is submitted, and shall determine any preliminary or jurisdictional matter, including but not limited to the timeliness of the complaint, the admissibility of the complaint in the circumstances, and whether or not the complaint is frivolous or vexatious.

The National Anti-harassment Coordinator has the discretion to extend the time period for filing complaints where s/he deems it appropriate, but will advise the President or the appropriate Regional or Quebec Director.

- (g) Where the National Anti-harassment Coordinator determines that the complaint is not admissible on preliminary or jurisdictional grounds, it shall inform the Complainant of this decision in writing. The Complainant may appeal a decision With respect to the admissibility of a complaint to the National Appeals Committee of the National Executive Board, following the process set out in section 7 below.
- (h) Where the National Anti-harassment Coordinator determines that the complaint is admissible, such complaint shall be forwarded to the appropriate Regional or Quebec Director who will assign one of the Harassment Investigators to the case.

Once appointed, the Regional or Quebec Harassment Investigator shall provide a copy of the complaint to the Respondent. The Coordinator will also inform the Respondent of the process and applicable timeframes.

- (i) The Respondent shall have 15 days from the date on which they receive a copy of the complaint to respond to the Harassment Investigator in writing to the allegations in the complaint. (See attached Respondent's Form).
- (j) The Harassment Investigator shall provide a copy of the response to the Complainant.

#### **4. MEDIATION STAGE**

- (a) Where appropriate, the Harassment Investigator may determine that a complaint may be best dealt with through mediation between the parties. Mediation should be voluntary on part of the parties.
- (b) The Harassment Investigator shall conduct the mediation. In special circumstances and with the approval of the Regional or Quebec Director or National President, an external mediator may be appointed.
- (c) The Complainant and Respondent shall be provided with the opportunity to meet with the Harassment Investigator, who shall work with the parties to resolve the situation. Ideally, the mediation should be held in-person.

However, mediation may also be held via videoconference or conference call, if the circumstances are such that an in-person meeting is not possible or practical.

- (d) Mediation shall be held within 30 days from the date when the Harassment Investigator receives the Respondent's response. The Harassment Investigator has the discretion to extend this time frame, where it deems it appropriate, but will advise the President or the appropriate Regional or Quebec Director.
- (e) If the mediation proves to be unsuccessful, the complaint shall be redirected back to the investigation stage.

## **5. INVESTIGATION STAGE**

- (a) Where mediation is not appropriate or it proceeds but is unsuccessful, the Harassment Investigator shall conduct a formal investigation. In special circumstances and with the approval of the Regional or Quebec Director or National President, an external investigator may be appointed.
- (b) The Harassment Investigator shall investigate the alleged incident(s) and interview the Complainant, the Respondent, and any relevant witnesses for both the Respondent and the Complainant.
- (c) Within 30 days of being appointed, the Harassment Investigator shall provide a draft written report of her or his findings to the Respondent and the Complainant.
- (d) Both the Respondent and the Complainant shall be given the opportunity to reply in writing to the Harassment Investigator's draft report. Their replies shall be provided to the Harassment Investigator within 15 days from the date on which they received a copy of the draft report.
- (e) After having taken into consideration any written reply, the Harassment Investigator shall produce a final written report within 15 days from receiving the Complainant's and Respondent's replies to the draft report.
- (f) The Harassment Investigator has the discretion to extend any of the timeframes under this stage, where s/he deems it appropriate, but will advise the President or the appropriate Regional or Quebec Director.

## **6. DECISION-MAKING STAGE**

- (a) The Harassment Investigator's final report shall include a statement of her or his findings and will include discipline and other remedy where appropriate.
- (b) Possible discipline includes but is not limited to a reprimand, removal from a committee/activity, suspension from membership, expulsion or any other just and equitable disciplinary measure.
- (c) The Harassment Investigator shall forward a copy of the report to the National President or the Regional or Quebec Director who shall implement the report in its totality.
- (d) A copy of the Harassment Investigator's final written decision shall be sent to the Complainant, the Respondent and the National Anti-harassment Coordinator.
- (e) The National President or the Regional or Quebec Director shall have 30 days to

implement the Harassment Investigator's report.

## **7. APPEAL STAGE**

- (a) An appeal lies from a final decision of the Harassment Investigator to the National Appeals Committee of the National Executive Board.
- (b) The appeal shall be initiated through written notice filed within 30 days of the final decision of the Harassment Investigator being rendered.
- (c) The procedures to be followed at the appeal stage shall be the same as are laid out in article 18 of the Unifor Constitution, with any necessary changes being made.
- (d) There shall be no oral hearing before the National Appeals Committee of the National Executive Board, and its decision shall be final and without appeal.

However, individuals have the right to file a complaint with the appropriate federal/provincial/Human Rights Commission/Tribunal and to seek redress under the Human Rights Code

## **“Unifor” Harassment at Union Events Procedure Chart**

### **MEDIATION STAGE**

The Harassment Investigator (HI) conducts mediation  
Mediator meets with parties and works out a  
resolution acceptable to both parties within 30  
days

Mediation is NOT successful  
Complaint referred to the Investigation Stage

### **INVESTIGATION STAGE**

The Harassment Investigator (HI) conducts investigation  
Within 30 days, HI interviews all parties and provides a draft report to Respondent and  
Complainant  
Respondent and Complainant have 15 days from receipt of report to provide comments

### **DECISION-MAKING STAGE**

HI writes final decision within 15 days of receiving comments from the Respondent and Complainant. Report includes statement of findings and may include discipline or other remedy  
HI's final decision is forwarded to the National President/Regional/Quebec Director for implementation within 30 days.  
HI sends a copy of the final decision to the Respondent, Complainant and NAC  
Decision is accepted by both parties  
Decision is NOT accepted  
End of Process  
May proceed to Appeal Stage

### **THE APPEAL STAGE**

Appeal can be filed within 30 days to National Appeals Committee under Article 18  
Decision is rendered and is binding on all parties  
End of Process  
Individuals may choose to file with the appropriate Human Rights Commission/Tribunal

## **C) M1 Committee Policy**

- 1) Any M1 Committee requesting money from M1 will submit a written proposal for funds to the M1 Executive and M1 Board.

The proposal must be made no later than 30 days prior to the next scheduled M1 board meeting. It will include the amount requested, use of funds and goals of expenditure.

- 2) Any committee receiving money from M1 will submit a report in writing to the M1 Executive and M1 Board annually after receiving the funds. The written report will include amount received and synopsis of accomplishments.

## **D) M1 Unit Executive Meetings Policy**

- 1) All M1 Units must hold at least four executive meetings per year.
- 2) These meetings should be held quarterly

