



**unifor**  
**MediaOne**

## **Policies**

November 11, 2013

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## **Unifor Media One Expense Policy**

The purpose of this policy is to set out clearly the process and procedure for the collection of dues by the M1 and the expenses paid by M1.

Of the 2% dues collected, 0.34% will go to the M1 defense fund. 70% of the 1.66% left, after National deductions, will be returned to the Units, and the remaining 30% will be retained by the Local.

M1 may impose a special assessment of dues only in the same manner as changing membership dues.

In order to attend M1 Board meetings one (1) delegate and one (1) observer travel, ground transport, hotel and per diem expenses shall be paid from the M1 funds. All travel and leave related expenses will also be paid for the Chair of the M1 Women's Committee or their designate to attend M1 board meetings. Units may send additional observers at their own expense.

M1 will pay travel & leave expenses related to the performance of the duties of any executive board member as required by M1.

Executive members shall receive an honorarium of \$100 per month.

Any changes to this policy must be passed by a majority of voting delegates in accordance with the procedure as set out in the M1 Bylaws at a regular or special meeting of the M1 Board.

Claims for expenses incurred by M1 Board Executive members, delegates, and observers must be filed within 60 days from the date of purchase or in the event of travel from the last day of the event.

January 26, 2009  
Revised March 12 2010  
Revised March 13, 2010  
Revised December 19, 2011  
Revised May 2, 2013

## **Unifor Media One Finance Policy**

### **PURPOSE:**

To set criteria for the administration of all Media One finances while being transparent and accountable to each and every contributing member of Media One.

### **FINANCE COMMITTEE & TRUSTEES**

Media One shall have two financial trustees who shall be separate from the Executive and shall have complete unfettered access to all financial records.

These trustees along with the Media One Treasurer shall form the Finance Committee.

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

Each trustee must be a Delegate of the Unifor Media One Board.

The trustees shall prepare quarterly reports to be submitted to Unifor National as per the Constitution

### **FINANCIAL REPORTS**

The Treasurer of Media One shall present a quarterly financial report that must be approved by the Trustees and presented to members at unit meetings.

### **SIGNATORIES**

Media One shall have three signatories from the Executive on all accounts, two of whom must sign off on each disbursement.

### **ANNUAL BUDGET**

During the first Media One Board meeting of the year, the Media One Executive shall present an annual budget.

The budget year shall be the calendar year.

This budget shall include projected income and expenditures for the year.

This budget must be approved by a 2/3 majority of the Media One Board.

Once approved the budget shall be distributed to the units and presented to the members at unit meetings.

### **CONTRACTING**

Any work payable by Media One and requiring the signing of a contract must first have said contract presented to and approved by a majority of the Media One Executive.

### **DONATIONS POLICY**

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. Amounts in excess of the budgeted amount must first be approved by 2/3 majority vote of the M1 Board.

### **SPENDING AUTHORITY**

Discretionary spending of up to \$5000, not necessarily budgeted for, may occur with a majority vote of the M1 Executive. Discretionary spending beyond \$5,000 must first be approved by 2/3 majority vote of the M1 Board.

The Media One Executive shall make a full presentation and disclosure of any discretionary spending at the next Media One Board Meeting.

The Media One Executive is not authorized to disperse funds where such dispersal would cause a negative balance or reliance on an overdraft in any Media One bank account.

#### BARGAINING EXPENSES

The 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.

1. The Local shall pay travel expenses (Hotel, Transportation, Per Diem, and Wage Loss) for one(1) delegate from each unit within their respective bargaining unit to attend pre-bargaining caucus meeting(s).
2. The 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.
3. 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.
4. The Local shall pay for the cost of preparation and distribution of negotiations related material to the membership.
5. The Local shall pay the Local's portion of Collective Agreement(s) printing and distribution to the units.

#### TRAVEL POLICY

Per diem and mileage rates will be in accordance with the Unifor National policies. Travel days will be paid at the full day rate.

April 23, 2009

March 12, 2010

Revised November 21, 2010

## **Unifor Media One Bargaining Policy:**

### **NEGOTIATING COMMITTEES**

The Unit Presidents, or his/her designee(s), shall form the negotiating committee in each of the bargaining units.

April 23, 2009

## **Unifor Media One Communication Policy:**

The purpose of this policy is to set out a simple and straightforward way of dealing with the communication of information amongst the M1 Board.

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.

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.

In matters that require a motion, the President and the Secretary of M1 will conduct a vote as per article 6 of the M1 bylaws.

The officers of the M1 Board will make reports of their activities at every regular meeting of the M1 Board.

April 23, 2009

## **Unifor Media One Grievance & Arbitration Policy:**

The purpose of this policy is to set out a process for M1 to deal with grievances and arbitrations.

The grievance procedure that is contained in the collective agreement(s) will serve as the guideline for units to use.

The Unifor National Union through the National Vice President Media and/or his/her designee (Unifor National Staff Representative) will continue the practice of dealing with any grievance filed by a member of M1.

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)

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

The Master Steward shall establish and maintain a tracking system for all grievances.

April 23, 2009

Revised October 2013



## **Unifor Media One Defense Fund Policy**

The primary purpose of the fund will be to supplement benefits in the event of a dispute. The secondary purpose will be to supplement wages.

The Unifor Media One Defense Fund shall be maintained by a monthly transfer of .34% of the monthly per capita dues into a separate account.

Up to 25% of the fund's annual income may be used upon approval of the Unifor Media One Board for special projects to defend and build the Local and our members.

This fund shall be administered by the Unifor Media One Board.

April 23, 2009

Revised January 14, 2012

## **Unifor Media One Strike and Lockout Policy**

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 80% (from 30%) 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 as set out in the preamble of the policy subject to approval by 2/3 majority vote of the M1 Board.

Nothing contained in this policy shall contravene the provisions set forth in the M1 Bylaws

April 23, 2009

## **Unifor Media One Executive Communications Subsidy Policy**

The purpose of this policy is set forth rates and usage of a communications subsidy for Unifor Media One executive officers.

The monthly subsidies provided herein are intended to be used for communications related expenses such as cell phones or internet access.

The M1 President shall receive a monthly communications subsidy of \$150.

The Vice-President, Treasurer, Secretary, and Master Steward shall receive a monthly communications subsidy of \$50.

Subsidy payments from this policy begin June 1, 2010.

May 13, 2010

Revised May 14, 2010

## **Unifor Media One 2013 Constitution Convention Policy**

The purpose of this policy is to set out clearly the process and procedure for the election of the delegates and alternates to the 2013 National Constitutional Convention.

Nominations for delegates and alternates shall conform with the Unifor Constitution.

Delegates will be elected as per the following:

the Western region shall have two delegates,  
the Ontario region shall have two delegates,  
the Maritimes shall have one delegate,

Each employer group must be represented within their respective region.

Nominations for Convention Delegates and Alternates shall be by nominating petition. The petition forms shall be drawn up by the Secretary and made available to the members.

Nomination forms must be sent to the Secretary by June 15, 2013.

The M1 Board will vote for the delegates and alternates by roll call secret ballot, conducted by the President and the Secretary.

May 13, 2010

May 2, 2012

Revised February 2, 2013

## **Unifor Media One Credit Card Policy**

M1 executive members may request a credit card to cover M1 expenses

Each card will have a \$5,000 spending limit. The cards will be secured by a \$5,000 term deposit for each card.

Only pre-approved expenses will be paid by Unifor Media One. All expenses must be accompanied by receipts.

Expenses not pre-approved by the M1 Executive shall be immediately borne by the cardholder. Any interest accrued due to disputed expenses shall also be borne by the cardholder.

The cardholder may appeal to the M1Board in the case of a denied expense. The appeal must receive two-thirds majority vote of the Board in order for the disputed expense(s) and accrued interest to be paid.

May 14, 2010



## **"UNIFOR" Harassment Policy for Union Events**

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

The 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:

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

Some examples of bullying and personal harassment include but are not limited to:

### ***Verbal communication***

- Abusive and offensive language;
- Insults;
- Teasing; or
- Spreading rumour and innuendo

### ***Psychological manipulation***

- Unfair blame for mistakes;
- Deliberate exclusion;
- Practical jokes;
- Belittling or disregarding opinions or suggestions; or
- 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:

- Striking, punching, slapping, or assaulting another person;
- Fighting or challenging another person to fight;
- Grabbing, pinching, or touching another person in an unwanted way, whether sexually or other
- Engaging in dangerous, threatening or unwanted horseplay;
- Possession of firearms, explosives, or other weapons that are intended by their design to inflict fatal injury;
- Threatening harm or harming another person, or any other action or conduct that implies the threat of bodily harm;
- 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
- Any other act that would arouse fear in a reasonable person in the circumstance.

## **Unifor Harassment Policy for Union Events**

### **Procedures for Unifor Members**

#### **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.

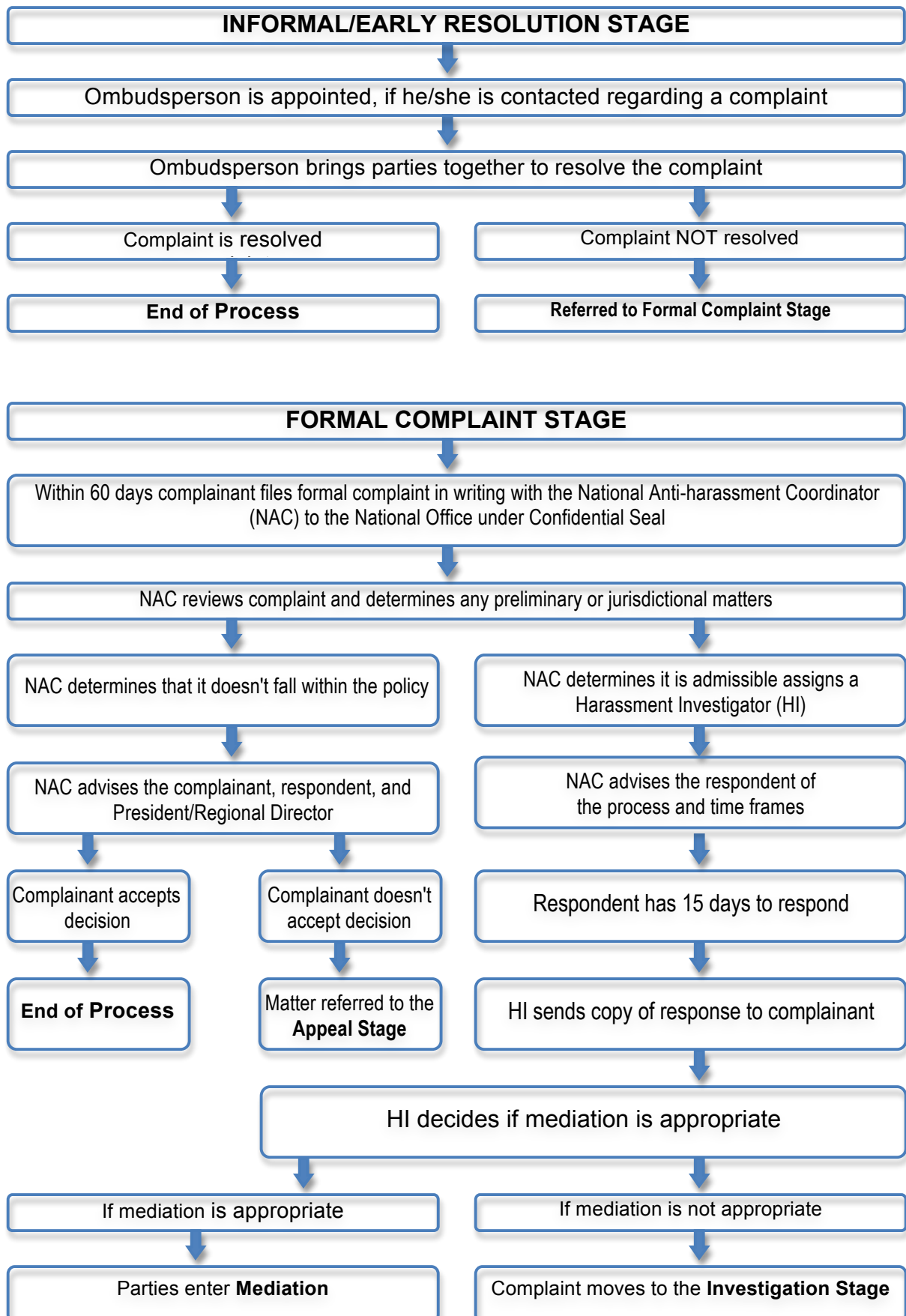
## **6. DECISION-MAKING STAGE**

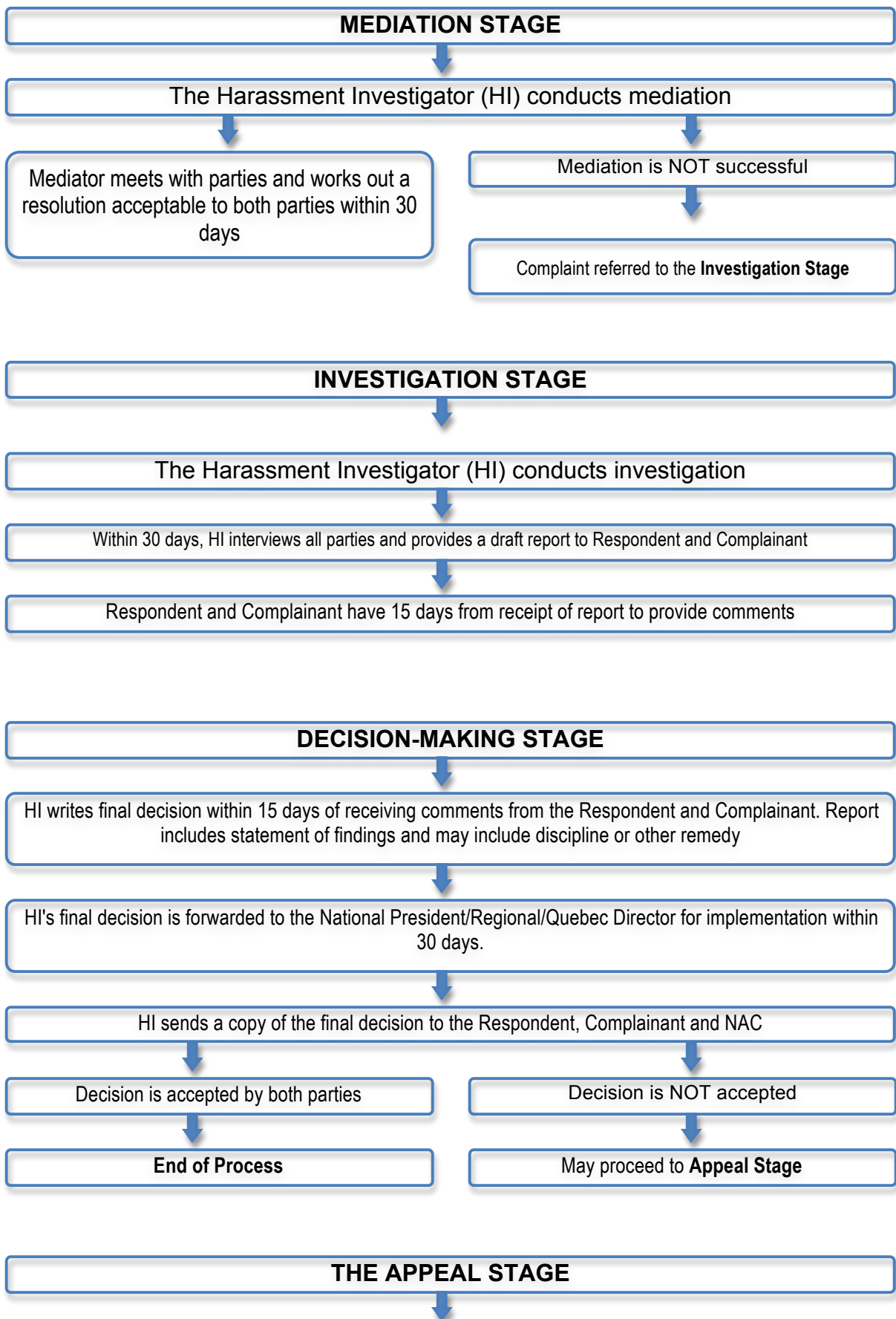
- (a) The Harassment Investigator's final report shall include a statement of her or his findings and will include discipline and other remedy where appropriate.
- (b) Possible discipline includes but is not limited to a reprimand, removal from a committee/activity, suspension from membership, expulsion 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.

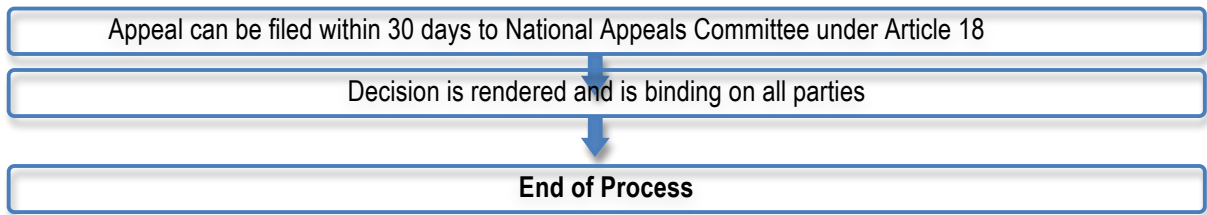
## **7. APPEAL STAGE**

- (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







**Individuals may choose to file with the appropriate Human Rights Commission/Tribunal**

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