

UNIFOR ONTARIO COMMUNICATIONS COUNCIL BY-LAWS

1. NAME

This organization shall be known as the Unifor Ontario Communications Council (O.C.C.). The Constitution of this Council shall be the Constitution of the National Union, Unifor, and these By-Laws shall be in all respects subordinate to said Constitution and all applications and interpretations thereof.

2. OBJECTS

(a) To provide a forum for Locals with members in the communications field and or sector in the Ontario Region of the Unifor to exchange ideas and make policy recommendations to the National Union, the other Regions, and to the Locals in the Ontario Region.

(b) To coordinate those activities which are specifically assigned to it by the Locals.

(c) To assist Locals in participating in the affairs of the Union by sharing expenses.

3. MEMBERSHIP AND DELEGATES

All Locals assigned to the Ontario Region, in accordance with the Union Constitution, and who have members employed in the communications sector shall be eligible to affiliate to the Ontario Communications Council.

Composite Locals can, upon approval by the Council, affiliate appropriate bargaining units.

The delegate entitlement for each local shall be as follows:

1 – 250 members – two (2) delegates

251 – 500 members – three (3) delegates

501 – 750 members – four (4) delegates

751 members (or greater) – five (5) delegates

(a) Voting shall be on the basis of one vote per delegate unless 50% plus one (1) of the delegates request a per capita vote on the basis of the membership represented; in such a case, delegates shall be allowed to cast the votes on the membership basis of the last report provided by the National for which their Local paid affiliation fees.

(b) Voting on matters of the Ontario Communications Arbitration/Bargaining Fund and appeals procedure shall be conducted by a per capita vote on the basis of the membership represented in the funds.

4. DUES

- (a) Each Local affiliated to the Ontario Communications Council shall pay their current monthly affiliation fees based on the total number of affiliated dues payers to the O.C.C.
- (b) All Locals must submit dues electronically from source through the National Union (payroll deductions)
- (c) Affiliation fees are 0.025% of 1% per dues payer per month; this will include monies for H.O.O.P. (Helping Our Own People)
- (d) To move monies from/between Funds – O.C.C. General Fund and Arbitration/Bargaining Fund will require a 2/3 vote from the O.C.C. Delegate floor or an emergency meeting.

5. GOVERNING AUTHORITY

- (a) The affairs of the Council shall be governed by decisions made by the delegates from participating Locals.
- (b) The Council shall have the following officers:

1. Chairperson
2. Vice-Chairperson
3. Treasurer
4. Secretary

6. MEETINGS

- (a) There shall be two regular meetings of the Council in each calendar year.
- (b) Meetings shall be held at a time and place decided by the officers of the Council, subject to the approval of the delegates at a previous Council meeting.
- (c) Special meetings of the Ontario Communications Council may be held when deemed necessary by the officers or upon request of 50% of the affiliated Locals or by Locals representing two thirds of the membership of the Council.
- (d) A majority of the eligible delegates shall constitute a quorum.
- (e) Meetings shall be conducted in accordance with these Rules and By-Laws and the Union Constitution. Where any rules are not specifically covered, Bourinot's Rules of Order shall apply.
- (f) The executive committee will meet directly after each council meeting
- (g) The executive committee will meet at least 45 days prior to each council meeting

7. DUTIES OF OFFICERS

Officers of the Unifor Ontario Communications Council shall not be voting delegates at Council meetings.

Chairperson – The Chairperson shall preside over meetings of the Council and shall carry out such other duties as may be assigned by the Council.

Additional duties of the Chairperson shall be as follows:

- (a) Co-ordinate with the O.C.C. Executive as well as the other council committees to set an agenda for council meetings
- (b) Arrange for and act as a point of contact for any guest speakers at council meetings
- (c) Facilitate bargaining representative elections for those units who do not elect representatives at their respective caucus meetings
- (d) Answer questions from Locals on all O.C.C. issues
- (e) Co-ordinate with hotels for council meeting needs
- (f) Co-ordinate meetings/calls with the rest of the Executive as needed
- (g) Act as a point of contact with the National Union Representatives
- (h) Assist in the verification of previous council meeting minutes
- (i) Assist in the creation and distribution of information kits for council meeting attendees

Vice-Chairperson – The Vice-Chairperson shall perform the duties of the Chairperson in his or her absence and shall carry out such other duties as may be assigned by the Council.

Treasurer - The duties of the Treasurer shall be as follows:

- (a) Keep an accurate record of all incomes and expenditures of the Council and cause all authorized bills to be paid.
- (b) Maintain an accurate record of the membership in each Local upon which affiliation dues are paid.
- (c) Provide a financial report to each meeting of the Council.
- (d) Provide quarterly audited financial reports to the Council and to each affiliated Local in the Ontario Region at each meeting. The fiscal year of this Council shall begin on January 1 and end on December

31.

(e) Provide a budget to the Council and to each affiliated Local in the Ontario Region at the first O.C.C. of the fiscal year.

(f) Act as the Treasurer of the Arbitration/Bargaining Fund.

Secretary - The duties of the Secretary shall be as follows:

(a) Take accurate minutes of each Council meeting.

(b) Provide each affiliated Local with a copy of the meeting minutes at least 30 days prior to the next O.C.C. meeting.

(c) Perform the required correspondence of Council.

8. ELECTION OF OFFICERS

All Elections to be carried out by an Elections Committee struck at that council meeting and serving until it's adjournment.

(a) The Officers of this Council shall be elected at the first meeting of the Council in each odd numbered year and shall serve until their successors are duly elected.

(b) Any member of the Union, in good standing of an affiliated Local, may stand for Office provided they are in attendance at the Council meeting or if absent have signified in writing their willingness to accept nomination.

(c) Election of Officers shall be by a secret ballot vote with one vote allowed per delegate.

(d) A candidate must receive a majority of the unspoiled ballots cast to be declared elected.

(e) Order:

i. The Chairperson shall be elected first

ii. The Vice-Chairperson shall be elected next.

iii. The Treasurer shall be elected next.

iv. The Secretary shall be elected next.

(f) **VACANCIES**

A vacancy in the office of the Chairperson shall be filled by the Vice- Chairperson.

A vacancy in any other office shall be filled at the next Council meeting in the same manner as the regular election.

In the case of a vacancy in the office of Treasurer or Secretary, the officers of the Council shall appoint a member of an affiliated Local to temporarily fill the vacancy until the next Council meeting.

9. ELECTION OF COMMITTEES and THEIR MEMBERS

All Committees will supply and report all findings to the O.C.C. Delegates at the bi-annual council meetings. Each Committee will decide who will be the Chairperson or Prime Contact for their specific committee and approved by the O.C.C. Executive Board.

- i. The MEMBERS OF ALL COMMITTEES of this Council shall be elected at the first meeting of the Council in each odd numbered year and shall serve until their successors are duly elected.
 - a. Any member of the Union, in good standing of an affiliated Local, may stand for the Audit Committee, and/or any new committees formed by the Council, provided they are in attendance at the Council Meeting or if absent, have a signified in writing their willingness to accept nomination.
 - b. Any member of the Union, in good standing of an Affiliated Local of the Arbitration/Bargaining Fund, may stand for the Arbitration & Bargaining Committee or the Appeals Committee, provided they are in attendance at the Council Meeting or if absent, have a signified in writing their willingness to accept nomination.
- ii. Election of Committee Members shall be by a secret ballot vote with one vote allowed per delegate.
- iii. Candidate(s) must receive a majority of the unspoiled ballots cast to be declared elected.
- iv. Vacancies

In the case of a vacancy on a Committee, the Officers of the Council may appoint a member with due consideration of the recommendation of that Committee, until the next Council Meeting when the Election for the vacant position will be held.

(a) Audit Committee

The Audit Committee shall consist of the three (3) members and two (2) alternates elected to the Audit Committee and have the Treasurer of O.C.C. and the Financial Administer of the Arbitration & Bargaining Fund be available in attendance at meetings. An Alternate Audit Committee member would only attend meetings in the case of a permanent committee member unable to attend.

It will review the financial operations of all O.C.C. Funds and will audit the financial records bi-annually kept by the O.C.C. Treasurer.

The committee shall be elected at the first meeting of the Council in each odd numbered year and shall serve until their successors are duly elected.

The timeframes for Financial and Audit Reports will be: Quarterly between January 1st and December 31st of any given year and will reported at the next council meeting.

(b) Health and Safety Committees

i. Bell Canada Corporate Health and Safety Committee

The Ontario Representatives for Bell Canada on the committee shall consist of one (1) Union member of any affiliated Local, one (1) from the Bell Canada Craft Bargaining Unit. One alternate shall also be elected.

The committee shall be elected at the first meeting of the Council in each odd numbered year and shall serve until their successors are duly elected.

O.C.C Locals representing Bell Canada Craft Bargaining Unit shall have nominating and voting privileges.

ii. Expertech Clerical Corporate Health and Safety Committee

The Ontario Representatives for Expertech on the committee shall consist of one (1) Union member of any affiliated Locals, one (1) from Expertech Clerical Bargaining Unit. One alternate shall also be elected.

The committee shall be elected at the first meeting of the Council in each odd numbered year and shall serve until their successors are duly elected.

O.C.C. Locals representing Expertech Bargaining Units shall have nominating and voting privileges.

iii. Expertech Craft Corporate Health and Safety Committee

The Ontario Representatives for Expertech on the committee shall consist of one (1) Union member of any affiliated Locals, one (1) from Expertech Craft Bargaining Unit. One alternate shall also be elected.

The committee shall be elected at the first meeting of the Council in each odd numbered year and shall serve until their successors are duly elected.

O.C.C. Locals representing Expertech Bargaining Units shall have nominating and voting privileges.

iv. Bell Technical Solutions (BTS) Corporate Health and Safety

The Ontario Representatives for BTS on the committee shall consist of one (1) Union member of any affiliated Local, one (1) from the BTS Bargaining Unit. One alternate shall also be elected.

The committee shall be elected at the first meeting of the Council in each odd numbered year and shall serve until their successors are duly elected.

O.C.C. Locals representing BTS Bargaining Units shall have nominating and voting privileges.

v. Transervice Health and Safety Committee

The Ontario representative for Transervice on the committee shall consist of one (1) Union member of any affiliated Local. One alternate shall also be elected.

The committee shall be elected at the first meeting of the council in each odd numbered year and shall serve until their successors are duly elected.

O.C.C. Locals representing Transervice Bargaining Unit shall have nominating and voting privileges.

(c) Arbitration Bargaining Committee

The committee shall consist of five (5) union members of any Affiliated Local of the Arbitration/Bargaining Fund; a minimum of 3 voting members constitutes a quorum. Within this Committee, there will be a Prime Contact and a Financial Administrator (not the same committee member). This Committee will determine the frequency of meetings as required.

Any Committee member must abstain from voting on any case from their Home Local.

The Committee shall be elected at the first meeting of the Council in each odd numbered year and shall serve until their successors are duly elected.

O.C.C. Locals Affiliated with the Arbitration/Bargaining Fund shall have nominating and voting privileges.

(d) Appeals Committee

The committee shall consist of five (5) union members of any Affiliated Local of the Arbitration/Bargaining Fund; a minimum of 3 voting members constitutes a quorum. This Committee will determine the frequency of meetings as required.

Any Committee member must abstain from voting on any case from their Home Local.

The Committee shall be elected at the first meeting of the Council in each odd numbered year and shall serve until their successors are duly elected.

O.C.C. Locals Affiliated with the Arbitration/Bargaining Fund shall have nominating and voting privileges.

(e) Other Committees

The O.C.C. shall elect other Committees as deemed necessary.

10. EXPENSES

The Council shall pay the following:

- (a) Those expenses that a budget of this Council authorizes.
- (b) Those unbudgeted expenses that a majority poll of the Executive authorizes or that a Council meeting authorizes.
- (c) The per diem and travel allowances shall be paid as per Appendix A – O.C.C. Expense Reimbursement. Dispute of Expense re-imbursement may be brought to the membership at the next O.C.C. meeting for final resolutions
- (d) All authorized expenses shall be submitted to the O.C.C. Treasurer no later than sixty (60) calendar days after expenses are incurred and the Locals are to receive reimbursement within sixty (60) calendar days of receipt to the O.C.C. Treasurer.

11. ONTARIO COMMUNICATIONS COUNCIL ARBITRATION/BARGAINING

FUND AND APPEALS PROCESS

Note: As per the amended By-Laws November 2005, the Ontario Communications Bargaining Fund and the Ontario Communications Arbitration Fund are hereby merged into one fund. Subsequently the O.C.C. was required to maintain full operation of the fund in April of 2007.

Participation

All Locals that are part of a master bargaining agreement are required to participate, e.g. Bell Locals in Ontario.

All Locals currently paying dues to the O.C.C. will be entitled to participate in the O.C.C. Arbitration/Bargaining Fund.

Locals in the telecommunications sector not currently participating can apply to join O.C.C. and the O.C.C. Arbitration/Bargaining Fund and will be admitted upon a 2/3 vote of local representatives with members in a master bargaining agreement.

Locals not currently participating in the O.C.C. or the O.C.C. Arbitration/Bargaining Fund, after admittance, will gain immediate access to the O.C.C. Arbitration/Bargaining Fund, however any expenses for grievances approved for and/or in the arbitration process will be the responsibility of the previous process prior to the date of admission.

Any bargaining expenses incurred or expected to occur within 6 months of admittance will also be the responsibility of the previous process prior to the date of admission.

Newly certified Locals will have the right to join the O.C.C. and have immediate access to the O.C.C. Arbitration/Bargaining Fund at any time in the first six months following certification.

Withdrawal of a Bargaining Unit from the O.C.C. and the O.C.C. Arbitration/Bargaining Fund

(Note: This section has been passed by Council but is awaiting National approval 2021-12)

Step 1 -

A bargaining unit may seek to withdraw from the O.C.C. and the O.C.C. Arbitration/Bargaining Fund. The bargaining unit must advise the O.C.C. Executive Board of its intention to withdraw and provide the O.C.C. Executive Board an opportunity to address its concerns.

Step 2 -

In order to initiate withdrawal, the issue must be raised in a regular meeting of the bargaining unit within the local. At least fourteen (14) days notice of the time, place and purpose of the meeting must be provided to the members of the bargaining unit in the local. It requires two thirds majority of those in attendance vote using secret ballot to approve the withdrawal. The results of this vote must be brought to the O.C.C. Executive Board, then a date for a Special Meeting of the bargaining unit delegates (as per the bargaining caucus rules) will be fixed.

At least thirty (30) days' notice of the time, place and purpose of the Special Meeting shall be provided to the affected Local O.C.C. bargaining unit delegates.

Step 3 -

The vote to withdraw the bargaining unit from the O.C.C. and the O.C.C. Arbitration/Bargaining Fund must be by secret ballot and requires two thirds of those voting to express support.

If the vote passes, then the bargaining unit shall deliver to the O.C.C. Executive Board, a detailed statement setting out the reasons for withdrawing from the O.C.C. and the O.C.C. Arbitration/Bargaining Fund.

If the O.C.C. Executive Board is satisfied that bargaining unit has properly followed the process for withdrawal, and that there is no possibility in resolving the reason(s) for withdrawal, the O.C.C. Executive Board will direct a referendum vote of the bargaining unit members.

Step 4 -

The bargaining unit members will receive at least thirty (30) days' notice of the time, place and purpose of the referendum vote. This vote shall be held by secret ballot in accordance with the simplified ratification procedure. If two thirds of those voting, vote in favour of withdrawal, the O.C.C. Executive Board will issue the communication of such departure to the remaining member Locals/Bargaining units of the O.C.C. and the O.C.C. Arbitration/Bargaining Fund. All expenses for bargaining units who successfully withdraw from the O.C.C. and the O.C.C Arbitration/Bargaining Fund, except those owed for Arbitrations and/or bargaining expenses prior to the date of withdrawal, will become the responsibility of the Local(s).

Cost and Administration

1. The cumulative rate is 0.17 of 1% dues. (Revised 2015-11; effective 2016-01). If the Fund goes below \$750,000.00, the rate would increase to 0.21% of 1% and stay there until the Fund stabilizes at \$1.5 million for the period between two (2) O.C.C. meetings and then at that time it would revert to the cumulative rate of 0.17% of 1%.

2.

(a) Payments to the Fund will be deducted by the National Union and FORWARDED TO THE O.C.C. TREASURER FOR DEPOSIT IN A DESIGNATED ACCOUNT. Bills related to ARBITRATION/BARGAINING and Appeals costs will be approved by the ARBITRATION/BARGAINING FUND COMMITTEE and paid through the TREASURER OF THE O.C.C. upon review and approval.

(b) If a Local disagrees with the ARBITRATION/BARGAINING FUND COMMITTEE'S decision on payment, a vote will be conducted on a per capita basis at the next O.C.C. meeting. A 2/3 MAJORITY WILL BE REQUIRED TO OVER TURN THE DECISION OF THE COMMITTEE.

3. The Fund will pay for elected Ontario Bargaining Representatives. It will cover the normal bargaining costs such as, salaries (where not covered by Employers), hotels, per diem, parking, transportation, additional childcare expenses over and above the normal expenses incurred by the individual, meeting rooms and translation (where required).

The Fund will cover the costs of Bargaining Caucus, the printing of reports, the costs related to the counting committee, and the costs associated with reporting back to Locals as approved by the ARBITRATION/BARGAINING FUND COMMITTEE. Report back costs will normally refer to the final offer.

In the case of Bell Locals, the Ontario and Quebec Bargaining Funds will each pay 50% of the total costs.

4. Payments to the fund will be adjusted by the O.C.C. as required.

Process

1. Cases for arbitration will be considered and approved (or not) by the ARBITRATION/BARGAINING FUND COMMITTEE. (This will ensure a level of consistency within the bargaining unit). Approval or denial will be within sixty (60) calendar days of a Local's written request.
2. The appeal must be made within ninety (90) calendar days of the ARBITRATION/BARGAINING FUND COMMITTEE'S decision.
3. If a Local disagrees with the decision of the ARBITRATION/BARGAINING FUND COMMITTEE in a particular case, it may, following the approval at a Local membership meeting, (if required by Local By-Laws) appeal the decision. The appeal shall be in writing, to the ARBITRATION/BARGAINING FUND COMMITTEE with a copy to the Chairperson of the O.C.C.. The appeal will be reviewed by the Appeals Committee and if they decide the grievance shall proceed to Arbitration. They will forward it to the ARBITRATION/BARGAINING FUND COMMITTEE for processing. However, it is up to the discretion of the Appeals Committee to bring an appeal to the O.C.C. floor to be voted on. If the appeal is denied by the Appeals Committee, the Local may submit a new "APPEAL TO THE O.C.C. FLOOR" request to the ARBITRATION/BARGAINING FUND COMMITTEE with a copy to the Chairperson of the O.C.C. and the Chairperson of the Appeals Committee no later than thirty (30) calendar days prior to the next Ontario Communications Council meeting to have the appeal be considered by the Delegates; who will then vote, on a per capita basis, on the recommendation of the Appeals Committee and that decision will be final and binding. If the "Appeal to the O.C.C. Floor" request is not submitted, the appeal will be considered withdrawn.
4. The Appeals Committee shall consult with the Local and the ARBITRATION/BARGAINING FUND COMMITTEE prior to making their recommendation to the O.C.C. meeting.

INTERPRETATION GRIEVANCES

In the event of an interpretation grievance which could have an affect on another Region the following procedure will be followed:

1. A Local wishing to appeal an interpretation grievance must do so following membership meeting approval (where required by Local By-Laws) within ninety (90) calendar days of the ARBITRATION/BARGAINING FUND COMMITTEE'S DECISION. This appeal will be directed to the Bargaining Unit meeting at the triannual convention. (In such circumstances it will not be necessary to transport the

Appeals Committee to Convention). Due to the possible untimely nature of this meeting, the Local will have the alternative to appeal the matter to a Joint Appeals Committee of the O.C.C. and CRSQ. Whichever avenue of appeal chosen by the Local, it must be made within the time limit noted above and will be final.

2. The Joint Appeals Committee will meet as required based on an appropriate number of grievances. The number of Joint Appeals Committee meetings will be limited to one per year.

3. The Joint Committee will consist of six (6) members (three each from Quebec and Ontario). In order for an appeal to proceed to arbitration, a majority must support the appeal. In the event of a tie vote the appeal will be forwarded to the Bell Bargaining unit meeting at the UNIFOR regular Convention.

4. The Joint Appeals Committee will consult with the Local involved and the two serving National Reps of the Bargaining Unit in question - (Ontario & Quebec) or their designates and make their decision. The decision is final and binding.

5. The Joint Appeals Committee will be constituted from those persons serving on the O.C.C. and CRSQ Appeals Committee.

NOTES

(a) Locals participating in the Arbitration Fund may not submit grievances to arbitration outside of this process.

(b) Members of the ARBITRATION/BARGAINING FUND COMMITTEE and the Appeals Committee will be elected at the same meeting at which the O.C.C. Executive is elected.

EXPENSES TO BE PAID BY THE ONTARIO COMMUNICATIONS ARBITRATION/BARGAINING FUND

1. The Arbitration/Bargaining Fund will pay all legal costs authorized by the O.C.C. after approval of the case for arbitration, either by the ARBITRATION/BARGAINING FUND COMMITTEE or through the appeal process.

2. Wages will be paid on a straight time basis only for actual lost time hours from work for the particular day(s).

3. The Fund will pay the expenses for one Local Union Officer (Local's choice) or a member of the Arbitration/Bargaining Fund Committee.

4. The Fund will pay the expenses for the grievor and up to a maximum of five witnesses. If a witness is a Local Union Officer another Local Union Officer may not receive expenses under point three. Prior approval of the ARBITRATION/BARGAINING FUND COMMITTEE must be received if more than five (5) witnesses are necessary.

5. The following expenses will be paid, where required:

(a) Travel – The Fund will pay the necessary out-of-town travel expenses for attending arbitration hearings. Mileage charges will be based on Appendix B Policy Re: Arbitration/Bargaining Expenses. Receipts will be required for airline, bus, rail and taxi expenses.

(b) Parking will be paid but receipts will be required before payment.

(c) Hotel – The Fund will pay necessary out-of-town hotel room costs as per Appendix B Policy Re: Arbitration/Bargaining Expenses. Receipts will be required for airline, bus, rail and taxi expenses.

(d) Meals – The Fund will pay the appropriate National per diem meal expense for meals that are required. No receipts will be required.

(e) Child Care – The Fund will pay any additional childcare expenses over and above the normal expenses incurred by the individual. Receipts required. ALL PAYMENTS FROM THE FUND WILL BE PAID TO THE MEMBER'S LOCAL UNLESS EXTRAORDINARY CIRCUMSTANCES WARRANT DIRECT PAYMENT TO THE INDIVIDUAL.

(f) An issue of dispute concerning expense re-imburement that cannot be resolved between the Local and the Arbitration/Bargaining Fund Committee can be brought to the next O.C.C. meeting for final resolutions by the delegate members of the O.C.C. Arbitration/Bargaining Fund.

6. The Arbitration/Bargaining Fund will pay the additional costs related to the Appeals Committee for interpretation grievances as noted above.

7. The Fund will pay the required expenses for the Appeals Committee to deal with the appeal(s) on the day before the regular O.C.C., as appropriate. Expenses will be paid as outlined above for expenses above those paid for by the Committee member's Local.

8. GUIDELINES FOR ALL APPROPRIATE EXPENSES ARE ATTACHED AND ARE PART OF THESE BY-LAWS. ALL EXPENSES MUST BE SUBMITTED WITHIN 120 DAYS.

O.C.C. ARBITRATION APPEALS COMMITTEE GUIDELINES

Committee members will decide which of them will be Chairperson.

The Committee will meet the day prior to O.C.C., unless otherwise arranged and agreed to by the Committee.

Information on appeals must be received by the Committee as soon as possible to expedite as per process or thirty (30) calendar days prior to O.C.C., with the exception of dismissal grievances.

Only the National Representative involved in the grievance (or his or her designate), the grievor, the Chief Steward, and the Steward will be allowed to attend the Appeals Committee meeting. Others wishing to attend must obtain prior approval from the Committee.

The Committee will make their decision in private and release the decision to the Local involved as soon as possible.

Procedure for hearing the Appeal during the Ontario Communications Council meeting

- (a) The Appeals Committee will chair this portion of the Council meeting and present the nature of the grievance and their recommendation.
- (b) The Local will present their recommendations that the grievance go forward to arbitration. The grievor will be invited to address the council delegates from the floor (10 minute time limit)
- (c) Questions from the delegates will be answered by the Appeals Committee or the Local
- (d) The grievor will be allowed again to address the floor for any final remarks (3 minute time limit).
- (e) Delegates whose locals are members of the fund, will then vote by secret ballot on the appeal. A yes vote means the appeal goes to arbitration, a no vote means the appeal is denied.

If a grievor or the Local is in disagreement after the final decision of the Council, they may refer to the Unifor National Constitution, Article 18, Section B, Review of Decision.

O.C.C. RECOMMENDATIONS TO THE OPERATION OF THE JOINT APPEALS COMMITTEE (COLLECTIVE AGREEMENT LANGUAGE INTERPRETATION GRIEVANCES):

The hosting Province will chair the meeting.

One designated National Representative from each province should attend the meeting.

If feasible, the grievor, Steward, and Chief Steward may be present for their grievance appeal.

The Committee will make their decision in private after hearing all input.

12. Helping Our Own People (HOOP) Policy

HOOP was created by the Locals of the Ontario Communications Council to financially assist our members, with various issues that negatively impact their lives. HOOP's primary goal is to provide financial support for the rehabilitation needs of our members when the employer only partially covers or completely refuses to pay any of the costs of treatment at a rehabilitation center.

HOOP's support to our members is not limited to treatment and rehabilitation for issues related to addictions or mental health. It can include other forms of support with the approval of the delegates of O.C.C. Should there be any out of pocket expenses incurred by a Union Local which may include transporting of the supported member to a treatment facility, and per diem expenses for the supported member and their escort (Local Union Delegate) during the travel period, these expenses will be reimbursed to the Local using the expense policy of the O.C.C. For all other out of pocket expenses not listed, prior approval is required from the Treasurer of O.C.C. To arrange for rehabilitation treatment of a member and reimbursement of expenses to the Local, please contact the Chair & Treasurer of O.C.C..

13. Bereavement Policy

A Local having investigated the need for financial assistance can submit an appeal to the O.C.C. Executive for the request to be brought forward to the O.C.C. floor for their approval.

The financial assistance amount for Active/Retired Members will be a \$200 donation from HOOP for Funeral expenses.

14. AMENDMENTS TO THESE RULES AND BY-LAWS

These By-laws may be amended by presenting a motion in writing setting forth amendments sought to a council meeting. The motion shall be read to that meeting and referred to the Constitution and By-Laws Committee which will report to the succeeding Council meeting, the notice of which must contain a notice of the particular By-Law amendments that will be considered. If approved by two-thirds (2/3) of the delegate vote thereon at this succeeding meeting, the amendment shall be considered adopted by the Council. Amendments to existing By-Laws, or new By-Laws must be submitted to the National Executive Board for approval. The amendments, or the new By-Laws are not effective until approved by the National Executive Board.

Appendix A - O.C.C. Expense Reimbursement

O.C.C. will reimburse for travel expenses while on O.C.C. business, as listed below:

Lost Time Payments

Members may only be reimbursed for pay actually lost (no overtime).

Per Diem

1. **\$90.00 per day**, plus hotel (where an overnight stay is involved) and provided a receipt is supplied.
2. **\$45.00 per day**, on a return day from an overnight stay, provided distance is greater than 160 km.
3. **\$45.00 per day**, same day return, provided the member travels at least 160 km one way from home.
4. **\$20.00 per day** for out-of-pocket expenses for eight (8) hour meetings where travel is less than 160 km one way, or if meals are provided, i.e. Unifor Family Education Centre, Port Elgin, Ontario.

Travel – Exceptions subject to prior approval

1. Mileage/Gas – **0.61¢ per km** to a maximum equivalent of economy airfare – paid to **driver only**.
2. Airfare – Economy
3. Train - Economy
4. Bus

Hotel

Room, parking and tax only (**receipts must be attached**)

Rooms must be booked through the Hotel Block of rooms – example: W.E. Travel; this is for O.C.C. Executive and Committee members.

Other Expenses

All other expenses must have **prior approval** from Treasurer of O.C.C. and **receipts must be attached** to expense form.

Appendix B - O.C.C. Arbitration & Bargaining Fund Expense Reimbursement

O.C.C. Arbitration/Bargaining Fund will reimburse for travel expenses while on O.C.C. Arbitration/Bargaining Fund business, as listed below:

LOST TIME PAYMENTS

Members may only be reimbursed for pay actually lost (no overtime).

PER DIEM

1. **\$90.00 per day**, plus hotel (where an overnight stay is involved) and provided a receipt is supplied.
2. **\$45.00 per day**, on a return day from an overnight stay, provided distance is greater than 160 km.
3. **\$45.00 per day**, same day return, provided the member travels at least 160 km one way from home.
4. **\$20.00 per day** for out-of-pocket expenses for eight (8) hour meetings where travel is less than 160 km one way, or if meals are provided, i.e. Unifor Family Education Centre, Port Elgin, Ontario.

TRAVEL – Exceptions subject to prior approval

1. Mileage/Gas – **0.61¢ per km** to a maximum equivalent of economy airfare – paid to **driver only**.
2. Airfare – Economy - Reimbursement subject to **prior approval** from Prime contact for the O.C.C. Arbitration/Bargaining Fund Committee. (i.e.: Air Canada, Tango)
3. Train - Economy
4. Bus

HOTEL

Room, parking and tax only (**receipts must be attached**). (The actual cost of standard room at Bargaining Hotel including any discounts for Bell, BCE, Unifor members or Hotel block).

Reimbursement subject to **prior approval** from Prime contact for the O.C.C. Arbitration/Bargaining Fund Committee.

OTHER EXPENSES

All other expenses must have prior approval from Prime contact for the O.C.C. Arbitration/Bargaining Fund Committee and **receipts must be attached** to expense form.

Appendix C – Duties and Responsibilities of Specific Committee Chairs and Positions

Duties of Appeals Committee Chair

- Review all of the arbitration appeals sent in by Locals of O.C.C.
- Co-ordinate conference calls and meetings with the Committee
- Co-ordinate conference calls and meetings with the Locals
- Stay in regular contact with the Prime Contact of the Arbitration Bargaining Fund Committee
- Ensure appeals are dealt with in a timely manor
- Answer questions from the Locals
- Explain the process to the Locals
- Contact the Locals to ask questions
- Contact the Locals to request more information or evidence
- Send the decision of the Appeals Committee to the Local and copy the Prime Contact of the Arbitration Fund Committee & the Chair of O.C.C. for each appeal
- Advise the Local of their options
- Provide a spread sheet of appeals gone to arbitration and the outcome to delegates of O.C.C.
- Report to the delegates of O.C.C. the recommendation of the committee and explain the reason for the recommendation
- Chair the appeals portion of O.C.C.

Duties of the Prime Contact of the O.C.C. Arbitration / Bargaining Fund

- Receive all arbitration requests from the Locals
- Answer calls from Locals re status of files and precedence
- Answer questions from National regarding status of cases and payments from the fund
- Review expenses from arbitrations and Bargaining Committee Representatives
- Coaching and educating on how to complete expense forms
- Forward all expenses to the Financial Administrator to arrange for payment
- Answer questions and supply forms when requested by the Locals
- Review Files and notify Locals of missing documents when necessary
- (i.e. grievance forms, HR response to grievance, schedules, seniority lists)

- Order the file contents and convert to PDF file for distribution to the Committee members
- Send reminder email to Local Presidents with the date of the next meeting and cut-off date
- Prepare agenda for O.C.C. Arbitration / Bargaining fund committee meeting
- Be available to the O.C.C. Appeals Committee for questions
- Report to the delegates at O.C.C.
- Distribute agenda along with minutes of previous meeting and master list to the Committee
- Distribute case files to Committee members about 5 days before committee meeting
- Convene and chair conference call to discuss files (usually monthly) o Call Local contacts during the meeting (conference call) when required if available
- Request legal opinions when deemed necessary
- Write minutes after each committee meeting
- Write referrals to arbitration and coordinate hearing dates with the law firm
- Write denial letters and forward to the Local contacts listed on the front page of the file
- File National Policy Grievances once denied at the Industrial Relations Step of the grievance procedure
- Track grievance files held in abeyance of National Policy Grievances
- Track O.C.C. appeal requests and forward appeals and files to the O.C.C. Appeals Committee
- Create file for distribution on the floor of O.C.C. and send to the Unifor Mississauga Office 30 days prior to O.C.C.
- Send O.C.C. appeal files to the Locals 30 days prior to O.C.C.
- Submit files approved by the Appeals Committee for arbitration
- Coordinate the scheduling of Accelerated Arbitration Dates with the different employers
- Book cases on the Accelerated Dates 60 days prior
- Cancel Accelerated Dates with the Arbitrator 60 days prior if no case is available for the date
- Attend arbitration cases when requested by the Law Firm or filling in as Local Representation and deemed necessary by the Chair of O.C.C.
- Maintain Master List of Arbitration Cases and log results of arbitrations
- Maintain Arbitration Schedule
- Maintain Local Presidents List
- Maintain / update Local mailing addresses
- Create O.C.C. Arbitration / Bargaining Fund administrative expense forms

- Create O.C.C. Arbitration / Bargaining Fund arbitration expense forms

Duties of the Financial Administrator to the O.C.C. Arbitration and Bargaining Fund Committee

The position is that of the Accounts Payable Department within a Company. Accounts Receivable; which would basically be Per Capita from the Locals, would be handled by the O.C.C. Treasurer.

Duties include:

- Receiving Expense Reports / Invoices from Prime Contact in electronic and paper formats.
- Verify accuracy and ensure that expenses meet the threshold within the O.C.C. By-Laws
- Create Expense Package for every expense to include 2 copies of expense/invoice, receipts, Cheque authorization voucher and any related documents for explanation purposes.
- Log Expense Package into database to track and send to O.C.C. Treasurer for Cheque with 1st signature to be added to file.
- Receive Expense Package from O.C.C. Treasurer; ensure accuracy of cheque; match dollar amounts and paperwork.
- Provide 2nd signature to cheque; Log into database with Cheque number and date mailed.
- Mail expense report and cheque to recipient.
- File related Expense Package with copy of expense report, cheque stub, invoices and receipts to be reviewed by Audit Committee.
- Log and track all paid / mailed cheques into database.
- Create report for Audit Committee to be reviewed semi annually to include: Bank Statements, Cheque #, cheque amount, date received, date mailed, recipient, Grievance #, Bargaining Unit, Cheque #, cheque amount, date received, date mailed, recipient, Bargaining Committee member, Bargaining Unit, date expense incurred
 - Expenses incurred by the Arbitration and Bargaining Fund Committee by amount, committee member and date of expense.
 - Running total of all expenses incurred by the Arbitration and Bargaining Fund.
- Create monthly financial report for Arbitration and Bargaining Fund Committee to include: Bank Statement balance; chequing, savings, Certificate of Deposits
 - Amount of expenses incurred term to date (from Audit to Audit)
 - Amount of cheques issued term to date (from Audit to Audit)
 - Amount of outstanding cheques in process between O.C.C. Treasurer and Financial Administrator

of Arbitration and Bargaining Fund

- Amount of expenses incurred by the Arbitration and Bargaining Fund term to date.
- Log and track all expenses of individual Bargaining Committees during Bargaining by Bargaining Unit
- Log and track all expenses of the Arbitration and Bargaining Fund Committee
- Create, monitor and reconcile all Expense Advances to Locals who have a Bargaining Representative during bargaining.

LIST OF REVISIONS TO BY-LAWS

2015-11

- • Revision: 13. Ontario Communications Arbitration/Bargaining Fund and Appeals Process: Cost and Administration: #1 – Rate changed from 0.21 to 0.17 of 1%
- • Addition: 14. Helping Our Own People (HOOP) Fund Policy

2016-04

- • Addition: 15. Bereavement Policy

2017-04

- • Housekeeping
- Health & Safety Committees • Separation of Expertech Clerical and Craft
- Removal of Bell Canada Operator Services and Bell Aliant Regional Communications (B.A.R.C.)
- Addition of Transervice

2019-05

- Multiple revisions – re: By-law Committee struck at 2018-11 O.C.C. - 4. Dues – b, c, d
- - 7. Duties of Officers ▪ Chairperson – Additional Duties
- ▪ Treasurer – c, d
- - 8. Election of Officers – a, b, f

- - 9. Election of Committee and their Members – i, ii, iii, iv, a, c, d, e
- - 10. Expenses – d
- - 11. Ontario Communications Arbitration/Bargaining Fund and Appeals Process (renumbered from 13 and multiple updates)
- - 12. Helping Our Own People (HOOP) Policy (renumbered and other changes)
- - 13. Bereavement Policy (renumbered)
- - Appendix A – Travel and Hotel
- - Appendix B – Travel and Hotel

- - Addition of Appendix C – Outlines of Duties & Responsibilities for Specific Committee Positions

2021-12

1. Name - Addition of Constitutional language

3. Membership and Delegates – changes to delegate entitlements and alignment of voting rules to per capita

7. Duties of Officers – Change to Officers shall not be voting delegates at Council meetings
 - Chairperson - Language clean up from Rep(s) to Representative(s)
 - Treasurer – Changes to align with quarterly audits

8. Election of Officers – Addition of sentence outlining Election Committee

9. Election of Committees and Their Members -
 - Vacancies – addition of wording to clarify an appointment is only until the next council meeting where an election will occur.
 - (a) Audit Committee – changed to reflect quarterly audits

11. Ontario Communications Arbitration/Bargaining Fund and Appeals Process – O.C.C. Arbitration Appeals Committee Guidelines – Addition of sentence referring locals/members to the constitutional review process
 - Participation – clarification of language due to other bylaw changes
 - Addition of section “Withdrawal of a Bargaining Unit from the O.C.C. and the O.C.C. Arbitration/Bargaining Fund” (Pending National Approval)

14. Amendments to these Rules and Bylaws – change in process to refer bylaw changes to the bylaw committee and the addition of approval by the National required.

Appendix A - O.C.C. Expense Reimbursement – Changes to clarify how much per diem is paid and when.

Appendix A - O.C.C. Arbitration and Bargaining Fund Expense Reimbursement - Changes to clarify how
much per diem is paid and when.