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Revised: May 2007
May 2009
June 2011
May 2013
June 2015
May 2021
July 2025

By-laws – Unifor ACL

ARTICLE 1 – NAME

1.1

This organization shall be known as the “Unifor Atlantic Communication Locals”, hereinafter referred to as the “UACL”.

ARTICLE 2 – PURPOSE

2.1

The purpose of the Unifor ACL is:

- a. To jointly bargain and administer all aspects of the common collective agreement between UACL Locals 401, 410, 506 and 2289 and their employer.
- b. To jointly establish, administer and manage all designated UACL Funds.
- c. To encourage membership through the member Locals and through the broader labour movement.
- d. To promote cooperation in collective bargaining among the members Locals.
- e. To promote job security and enhance the terms and conditions of employment for all members of the UACL.
- f. To provide appropriate representation for the membership of each of the member Locals.
- g. To regulate relations between individual members and their employer.
- h. To promote solidarity within the labour movement.
- i. Work in concert with Unifor National

ARTICLE 3 – MEMBERSHIP

3.1

The membership of the UACL shall consist of Unifor Locals 401, 410, 506 and 2289.

ARTICLE 4 – JURISDICTION AND REPRESENTATION

4.1

The member Locals recognize and accept the jurisdiction of UACL as the bargaining agent for all employees in the bargaining unit.

4.2

Each member Local recognizes and accepts the jurisdiction and responsibility of the other member Local to represent their members in their respective Province.

4.3

Each member Local further recognizes and accepts the jurisdiction and responsibility of the UACL to represent members, as set out in Article 2 of these By-laws and, where there is a conflict between Local representation and UACL representation, such matters shall be resolved by the Unifor-ACL Executive Board.

ARTICLE 5 – GOVERNING AUTHORITY

5.1

(a) The highest governing authority of the UACL are delegates at the Triennial Locals Meeting. In between Triennial Locals Meetings, the affairs of the UACL will be governed by the UACL Executive Board.

The UACL Executive Board shall include:

- i. President of each participating Local (or his/her designated alternate)
- ii. Treasurer elected by Local delegates at a Triennial Locals Meeting, in accordance with Article 13 of these By-laws.
- iii. Recording Secretary elected by Local delegates at a Triennial Locals Meeting, in accordance with Article 13 of these By-laws.
- iv. Rank & File Members, in accordance with Article 6 of these By-laws.
- v. Unifor National Representatives responsible for servicing of member Locals may attend Executive Board meetings and will have voice but no vote at those meetings.

(b) The Chair and Vice-Chair of the UACL Executive Board will be elected, from the ranks of the Presidents of the member Locals, by Local delegates at the Triennial Locals Meeting in accordance with Article 13 of these By-laws.

5.2

- a. There shall be a minimum of four (4) regular meetings of the UACL Executive Board in each calendar year. Meetings shall be held at a time and place decided by the UACL Executive Board.
- b. Special meetings of the UACL Executive Board may be held when deemed necessary by a majority of the members of the Unifor-ACL Executive Board. **The Recording Secretary will record the request for a special meeting and the Chair or Vice-Chair should hold a vote within 24 hours of the request on whether to hold the meeting.**
- c. A majority of the members of the UACL Executive Board shall constitute a quorum.
- d. Meetings shall be conducted in accordance with these By-laws and Policies and the Unifor Constitution. Unifor Rules of Order will apply. In cases where Unifor Rules of Order do not address a scenario, Bourinot's Rules of Order shall apply.
- e. National Officers of Unifor may attend meetings of the UACL Executive Board, as necessary and will be allowed full voice but will not be entitled to vote on UACL business.
- f. Decisions of the UACL Executive Board shall be made wherever possible by consensus. When consensus cannot be reached, decisions shall be made on the basis of a majority vote, with each Local's voting strength being determined by its number of dues paying members on the most recent dues report to the UACL. Where more than one representative from a member Local is voting, the total voting strength of that Local will be divided equally between the voting representatives. The presiding Chairperson shall have the right to speak and vote on all issues at meetings of the UACL Executive Board.
- g. Normally, members of the Executive Board shall meet face to face in the same location. However, where convening such a meeting would prohibit the Executive Board from acting on any issues because of time constraints, the Executive Board may conduct a meeting by conference call to deal with those issues.

5.3

The responsibilities of the UACL Executive Board shall be to oversee the operation and administration of the UACL, and shall include, but not be limited to, the following:

- i. determine the time, location, logistical requirements and number of Local representatives attending the pre-bargaining caucus.
- ii. establish a bargaining committee to conduct collective bargaining with the employer in accordance with Article 9 of these By-laws.
- iii. make recommendations to the membership of the member Locals on tentative agreements and final offers.

- iv. set direction and policy for the operations of the UACL, and the expenditure of UACL Funds.
- v. ultimately approves all decisions relating to dispensation of grievances and/or arbitrations arising from the Collective Agreement.
- vi. ensure adequate funding for the UACL.
- vii. provide a report to the delegates at the Triennial Locals Meeting of the UACL activities.
- viii. determine the method for selecting representatives on all Unifor-ACL Committees and ensure that all vacancies are filled without unnecessary delay.
- ix. meet as necessary and as required.

ARTICLE 6 - ELECTION OF UNIFOR ACL EXECUTIVE AND EXECUTIVE BOARD MEMBERS

6.1

- a) The Unifor Executive shall consist of the Local Presidents from the member Locals, a Treasurer and Recording Secretary.
- b) The Unifor Executive Board shall consist of the Unifor Executive and Rank & File Members.

Presidents of member Locals of the UACL will automatically become members of the UACL Executive Board. Delegates to the Triennial Locals Meeting will elect a Chair and Vice-Chair of the UACL Executive Board from among the ranks of the existing Presidents of member Locals. Any member in good standing of a member Local may run for the office of Treasurer or Recording Secretary of the UACL Executive Board provided they are in attendance at the UACL Locals Meeting or if absent, have signified in writing their willingness to accept nomination. No two members from the same Local Union can hold the position of Recording Secretary and Treasurer, unless no other candidate from one of the other Locals choose to run. If there are multiple candidates running for the role of Recording Secretary, only the candidate from a different Local than the newly elected Treasurer will run. In the eventuality that the only candidate (s) running for the role of Recording Secretary is (are) from the same Local as the newly elected Treasurer, the election will proceed with all the nominated candidates running for the office of Recording Secretary.

Following the announcement of the results of the Triennial Locals Meeting election, a Rank & File position on the UACL Executive Board will be given to Locals with only one board member. Locals qualifying will be responsible to provide the name of their Rank & File member prior to the next Executive Board Meeting. The term of office for all elected UACL Executive Board positions, as set

out in Article 6.4 below, shall be two (2) years and all members of the Unifor ACL Executive Board shall serve until their successors are duly elected.

6.2

Election of UACL Executive Board members (except Rank & File Members) shall be by a secret ballot vote with each Local's voting strength being determined by its number of dues paying members based on the affiliation fees report to UACL six (6) months prior to the Triennial meeting. Where more than one representative from a member Local is voting, the total voting strength of that Local will be divided equally between the voting representatives.

6.3

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

6.4

Election shall be conducted in the following order:

- i. Chairperson
- ii. Vice-Chairperson
- iii. Treasurer
- iv. Recording Secretary

6.5

Where a vacancy occurs in one (1) of the elected offices, it shall be filled in the following manner:

- i. Where the vacancy occurs more than six (6) months prior to a Triennial Local meeting, delegates as determined by the individual Locals in accordance with their Local By-Laws, will elect a person to fill the vacancy by mail-in ballot. Delegates will vote according to their Local's voting strength as set out in Article 6.2, above. In the case of a vacancy for the office of Chairperson, Vice-Chairperson or Treasurer, the election will be conducted by the Recording Secretary. If the vacancy is for the office of Recording Secretary, the Chairperson or Vice Chairperson will conduct the election. In the unlikely event that the offices of Chair, Vice-Chair & Recording Secretary are vacant, the Executive Board of the UACL will determine who conducts the election.

- ii. Where the vacancy occurs less than six (6) months prior to a Triennial Local meeting, a vacancy in the office of the Chairperson shall be filled by the Vice-Chairperson. In the case of a vacancy for the office of Vice-Chair, the Executive Board of the UACL will appoint one of the Presidents of the Member Locals to fill the vacancy until the next Triennial Unifor-ACL Locals Meeting. In the case of a vacancy in the office of Treasurer or Recording Secretary, the Executive Board of the UACL shall appoint a member of a member Local to temporarily fill the vacancy until the next Triennial Locals Meeting.
- iii. If required, the Rank & File positions will be redistributed, as described in Article 6.1, following a vacancy as described in Article 6.5 (i) and 6.5 (ii).

ARTICLE 7 – DUTIES OF UNIFOR ACL EXECUTIVE BOARD

Chairperson

The Chairperson shall preside over meetings of the UACL Executive Board and shall carry out such other duties as may be assigned by the Unifor-ACL. The Chairperson shall have joint signing authority for UACL funds as described in Article 8, below. The Chairperson shall be the Chair of the UACL Grievance Committee.

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 UACL.

Treasurer

The duties of the Treasurer shall be as follows:

- i. Keep an accurate record of all incomes and expenditures of the UniforACL and cause all authorized bills to be paid.
- ii. Maintain an accurate record of the membership in each Local upon which UACL dues are paid.
- iii. Provide a financial report to each meeting of the UACL.
- iv. Advise each member Local when they are sixty (60) days in default of their affiliation fees and provide the UACL Executive Board meeting with a report of any Locals who are in default.
- v. Provide an audited annual financial report to the Unifor-ACL and to each member Local at the first meeting of every calendar year.
- vi. Propose a budget to the UACL, for approval, and to each member Local by December 15th of each year.
- vii. The Treasurer shall have joint signing authority for UACL funds as described in Article 8, below. Recording Secretary

Recording Secretary

The duties of the Recording Secretary shall be as follows:

- i. Take accurate minutes of each UACL meeting and maintain records.
- ii. Provide each member Local with a copy of the meeting minutes ~~at least 30 days prior to the next UACL Executive Board meeting~~ **no later than 30 days after the prior meeting.**
- iii. Perform the required correspondence of the UACL.
- iv. Maintain the UACL website.
- v. Prepare and send UACL membership communications.
- vi. Update By-laws following the Triennial Locals Meeting.
- vii. Plan & coordinate the Triennial Locals Meeting and any other special UACL meeting.
- viii. Plan & prepare UACL pre-bargaining caucus.
- ix. Will arrange an independent scrutineer from i.e., and accounting firm or another Unifor Local, that is not part of the Unifor ACL, prior to the designated vote count day.

ARTICLE 8 – FINANCES

8.1

Each member Local shall be responsible on behalf of the UACL to service the needs of its members as set out in Article 4 and each member Local shall pay the cost of servicing the needs of its members.

8.2

The UACL Executive Board will establish funds to be administered by the Executive Board to be known as “UACL Funds”. The UACL Chairperson and Treasurer shall have joint signing authority over any bank accounts established for the purposes of conducting the legitimate business of the UACL and to expend UACL Funds, as approved by the UACL Executive Board. In circumstances, where there is an absence of either the Chairperson or Treasurer and to ensure alternate signing authority and with the approval of the Unifor ACL Executive Board, the Vice Chairperson shall be the third/alternative signing authority for the Unifor ACL funds.

8.3

- a. The UACL Executive Board shall provide an annual, independently audited statement of the operation of Unifor-ACL funds to each member Local.

- b. The UACL will assemble a committee of four (4) Trustees; one from each member Local of the UACL.
- c. Each member Local will select their own representative to serve as a Council Trustee as per the provisions of their respective Local Constitution and By-Laws so long as they are not a sitting member of the UACL Council
- d. The Council Trustee Committee will be responsible to perform the following duties:
 - i) Audit the finances of the UACL annually and submit a written report of their findings and recommendations to the UACL.
 - ii) Verify that all transactions involving UACL funds and properties were properly authorized.
 - iii) Review the annual financial report as prepared by the certified accountant obtained by the UACL to conduct an annual independent audit of the financial records and assets of the UACL as per Article 8.3 (a).

8.4

Each member Local shall pay dues of ten dollars (\$10.00) per member per month to the UACL Funds on behalf of each individual member of the member Local. For the purposes of this clause, membership in each Local shall be based on the average number of dues paying members for the previous quarter. Payment must be issued by each Local no later than the last business day of each month. Each member Local must be prepared to substantiate the membership information to support its dues to the UACL upon request. For greater clarity, quarters are determined by calendar year. (i.e., 1st quarter is January 1st to March 31st)

8.5

Any Local which is ninety (90) days or more in arrears in its dues to the UACL, shall be eligible to participate in the meetings of the UACL as an observer only and shall not have voting rights or be eligible to receive any financial disbursements from the UACL unless such action is approved by a meeting of the UACL.

8.6

Any Local which is ninety (90) days or more in arrears in its dues to the UniforACL, shall be reinstated with full rights only upon payment of all outstanding dues or upon action of a meeting of the UACL to waive payment of outstanding dues.

8.7

- a) All expenses for reimbursement from Unifor ACL, to any local, must be submitted to the Treasurer in a timely and reasonable period from when the

expense was incurred. Where the calendar year coincides with the financial or fiscal year for the Unifor ACL all outstanding expenses for a calendar year should be completed/ submitted to the Treasurer within one hundred and twenty (120) days of the year end. If submitted later than one hundred and twenty (120) days, they will need to be approved by the Unifor ACL Executive Board. These expenses will be treated as expenses for the next or current fiscal year. If necessary, budgets will be modified.

b) Reimbursement to the Locals shall occur within 90 days of receipt of expenses to the UACL Treasurer

8.8

The cost of any officer of the UACL doing the administrative work of the Unifor-ACL be considered legitimate expenses and covered by the UACL Fund

8.9

UACL will approve and pay all reasonable costs associated with applicable labour relations and workplace issues training for members of the UACL Executive Board. Such training and expense shall have prior approval of the majority of the Executive Board before any such cost is incurred or training is booked and/or cost incurred. Such training shall be budgeted in the annual budget.

ARTICLE 9 – BARGAINING

9.1

The Bargaining Committee Chairperson or the chairperson's designate, and/or a Unifor National Representative shall be the official spokesperson on all matters relating to bargaining and they shall be the only person authorized to provide information to the media or to delegate this authority to other members of the Bargaining Committee. All reports on bargaining, including reports to the membership must first receive the approval of the Bargaining Chairperson.

9.2

The Bargaining Committee shall make regular reports to the member Locals of the UACL. The regular report shall include a description of the activities of the Committee since the last report.

9.3

The Bargaining Committee shall meet as required.

9.4

The Bargaining Committee decisions shall be made, wherever possible, by consensus. Where consensus cannot be reached, decisions shall be made by balloted vote. Committee members will vote according to their Local's voting strength as set out in Article 6.2, above.

9.5

The Bargaining Committee may appoint sub-committees in order to facilitate collective bargaining and to better represent the interests of members. However, no decision-making authority of the full bargaining committee will ever be delegated to such sub-committees.

9.6

No bargaining for the UACL bargaining unit will proceed except with the approval of the UACL Bargaining Committee.

9.7

Except as otherwise provided in these By-laws and Policies, Unifor Rules of Order shall govern the conduct of all meetings of the Bargaining Committee.

In cases where Unifor Rules of Order do not address a scenario, Bourinot's rules of Order shall apply.

9.8

The UACL Bargaining Committee shall have the authority of the UACL to conclude a memorandum of agreement with an employer in accordance with Article 17 of the Constitution.

TRADITIONAL (REGULAR) BARGAINING

9.9

Each member Local shall be entitled to representation on the UACL Bargaining Committee. Each Local shall determine its own method for selecting its Unifor UACL Bargaining Committee representative(s). The number of representatives on the bargaining Committee from each Local shall be equal to two (2)

9.10

The Unifor National Union participation shall be in accordance with Article 17 of the Unifor Constitution. Unifor personnel who are assigned to assist with or Chair UACL Bargaining committee meetings will have a voice but no vote in decisions of the Bargaining Committee. UACL will be responsible for all its bargaining expenses but will not be responsible for expenses incurred by Unifor National personnel.

9.11

In the event that a Bargaining Committee member is unable to attend meetings of the Committee for any period extending beyond five (5) days, the Local which the committee member represents may appoint a replacement for that member until they return. Where the absence of a member of the bargaining Committee will leave a Member Local unrepresented, the affected Local may appoint an alternate member immediately.

9.12

The Bargaining Committee may, at its discretion, appoint a Recording Secretary who shall act as the Secretary of the Bargaining Committee.

9.13

A quorum of the Bargaining Committee shall be at least half of the total voting representation on the Committee and must include at least one (1) committee member from each Member Local.

9.14

At least six (6) months before the expiry of the Collective Agreement, the Unifor ACL Executive Board shall call upon each member Local to make proposals for negotiations with the employer and to select their Bargaining Committee representative(s).

9.15

At least four (4) months before the expiry of the Collective Agreement, the UACL Executive Board shall call a special "Pre-Bargaining Caucus" meeting to decide upon a common set of proposals for negotiations with the employer and to develop an overall plan for bargaining. Logistics of the "Pre-Bargaining Caucus" meeting, including the total number of participants, will be determined by the UACL Executive Board. Each Local's entitlement to representation at the "Bargaining Caucus" meeting will be determined by consensus of the UACL.

Executive Board. If consensus cannot be reached, Local representation will be determined on the basis of Local membership as follows:

Membership	# of Local Participants to Bargaining Caucus
1 to 200 members	3 representatives
for each additional 200 members or portion thereof	1 additional representative

The UACL Executive Board shall not be considered as “local representatives” for the purposes of this clause.

Once Bargaining commences, The Bargaining Committee of the UACL has the right to add to, amend, or delete bargaining proposals as it deems necessary.

ARTICLE 10 – RATIFICATION

10.1

When the UACL Bargaining Committee concludes a tentative agreement or otherwise decides to consider an offer from the employer, pursuant to collective bargaining as in Article 9 above, such agreement or offer shall be subject to ratification by the individual members of the member Locals. ~~The vote will be conducted by secret ballot or by utilizing another secure, confidential voting system. All Ballots of all individual members of the member locals shall be pooled and placed in a single ballot box for the purposes of counting.~~

A summary of the agreed to changes will be made available to all members. Members will have the opportunity to participate in ratification meetings, held by the UACL Bargaining Committee members, through the use of either in-person, online or a hybrid of both methods, to be determined at each member locals discretion. At the end of the ratification meetings, members will be able to vote on the proposal. The vote will be conducted by secret ballot or by utilizing another secure, confidential voting system. When using paper ballots, all ballots of all individual members of the member locals shall be pooled and placed in a single ballot box for the purposes of counting.

10.2

The completed ballots will be collected by each member Local. The Unifor ACL

Bargaining Committee will establish an adequately independent process for counting ballots. The ballots ~~may~~ will be counted in a central location, outside of any member Local's offices. There will be at least one person per Local, not from the Unifor ACL Executive Board and/or Unifor ACL Bargaining Committee or any other member Local's Executive Board, to do the actual vote count. It is generally a member of the members Local's Election committee, or some other agreed to representative.

10.3

The delegation counting the ballots will be ~~asked if they wish an independent scrutineer from i.e. And accounting firm or another Unifor Local, that is not part of the Unifor ACL, prior to the designated vote count day.~~ assigned an experienced independent scrutineer, not part of Unifor ACL, prior to the designated vote count day. The scrutineer will be agreed upon unanimously by the Unifor ACL Bargaining Committee.

10.4

The spoiled and blank ballots will not be counted, other than to note the number, a form with the voting results will be presented to the Unifor ACL Executive Board and the Bargaining Committee, prior to being released to the full membership.

10.5

To ensure the vote count is released appropriately, the counting delegation shall leave all personal electronic equipment turned off during the count and commit to non-disclosure to any individuals until released through proper channels to membership.

ARTICLE 11 – STRIKE VOTE

11.1

Where the UACL has conducted collective bargaining in accordance with Article 9, the UACL Bargaining Committee may require, at any time, that the member Locals conduct ~~a secret ballot strike vote of their individual members~~ strike vote

meetings using either in-person, online or a hybrid of both methods, to be determined by Unifor ACL Executive Board. At the end of the strike vote meeting, ballots will be distributed When such a request is made, the member Locals shall distribute a ballot to each member in their jurisdiction and conduct the strike vote in accordance with procedures established by the UACL Bargaining Committee. ~~The UACL Bargaining Committee shall draw up the ballots. The UACL Bargaining Committee shall specify the method of the balloting and the last day on which ballots may be cast.~~ *The vote will be conducted by secret ballot or by utilizing another secure, confidential voting system. The UACL Bargaining Committee shall specify the method of balloting and the last day on which ballots may be cast.*

11.2

The completed ballots are to be forwarded to the UACL Bargaining Committee who shall establish an adequately independent process for counting. All ballots of all individual members of the member Locals shall be pooled and placed in a single ballot box for purposes of counting.

11.3

Spoiled and blank ballots will not be counted.

11.4

Where a majority of ballots cast are in favor of a strike, and the necessary strike authorization procedures have been met, the UACL Bargaining Committee may initiate strike action with the employer.

11.5

No member Local or individual member of any member Local may declare, authorize or participate in a strike that has not been authorized in accordance with this Article and Article 17 of the Unifor Constitution.

ARTICLE 12 – ADMINISTRATION OF COLLECTIVE AGREEMENT

12.1

Each member Local shall be responsible for the administration of the Collective Agreement as it affects members in its jurisdiction.

12.2

All grievances filed by any individual member, or any member Local shall be deemed to be “UACL grievances”.

12.3

The member Locals will file Grievances with the company and forward a list of such grievances to the Chairperson of the UACL Executive Board **on a monthly basis**.

12.4

Each member Local shall elect its shop stewards who shall have authority pursuant to the By-laws and Policies of the member Local to file and pursue grievances but shall not be entitled to resolve any grievance without the consent of the UACL Grievance Committee.

12.5

All grievances shall be processed by the member Local who has the responsibility to service the individual member or the member Local who has filed the grievance or by the member Local itself.

12.6

All grievances are UACL grievances and the ultimate responsibility for the conduct of the grievance and all financial responsibility for the grievance shall be borne by the UACL.

12.7

- a. The Executive Board of the UACL has ultimate authority to approve or reject a tentative grievance settlement. The Executive Board shall create a Grievance Committee, which will be authorized to accept or reject grievance settlements on behalf of the UACL. The Grievance Committee is one representative appointed from each of the members locals and will be chaired by the UACL Chairperson or their alternate.
- b. Each Local's Grievance Committee Member will have the authority to enter into a tentative settlement of grievances of a local nature pending the final approval of the UACL Grievance Committee.

12.8

The Grievance Committee is charged to:

- a. Make decisions on any settlements brought forth for any grievance filed prior to Arbitration.

- b. Make decisions on grievances that may need a legal opinion and obtain that opinion once such legal expense is approved by the UACL Executive Board.
- c. Make recommendations to the UACL Executive Board on whether to refer to Arbitration (based on a legal opinion) or to withdraw.

12.9

The Grievance Committee will meet quarterly using conference technology to discuss outstanding grievances. Should there be a need for any of these meetings to be face to face, it will be decided by the Chair or their alternate.

12.10

The Grievance Committee plays an important part in maintaining the integrity of the Collective Agreement. Any decisions that cannot be reached in this forum will be referred by the Chair (or their alternate) to the UACL Executive Board.

ARTICLE 13 – ~~BIENNIAL~~ TRIENNIAL LOCALS MEETING

13.1

In the first quarter of ~~each odd~~ every third (3rd) year, the UACL Executive Board will call a UACL Locals Meeting. The date and location of the UACL Locals Meeting will be determined by the UACL Executive Board. UACL Executive Board members may attend the UACL Locals Meetings exclusive of each Locals representation as determined in Article 13.3. UACL Locals Meetings will be chaired by the Chair of the UACL Executive Board.

13.2

The purpose of the ~~Biennial~~ Triennial Locals Meeting is.

- a. to exchange ideas and make policy recommendations to the UACL Executive Board and the National Union.
- b. to provide a forum for member Locals to share information, coordinate activities, and build on solidarity with one another.
- c. to assist all Locals in participating in the affairs of the UACL.
- d. to elect the Chair, Vice-Chair, Treasurer and Recording Secretary of the UACL Executive Board.
- e. To amend these bylaws.
- f. Policies can be established, deleted &/or amended by delegates voting at the ~~Biennial~~ Triennial UACL Locals Meeting. All policies & amendments shall be published on the UACL website.

13.3

Each Local's entitlement to representation at the ~~Biennial~~ **Triennial** Locals Meeting shall be determined at the time of the call on the basis of membership represented as follows:

Membership Represented	# of Delegates to UACL Locals Meeting
1 to 200 members	4 delegates
for each additional 200 members or portion thereof	1 additional delegate

13.4

A special UACL Locals Meeting may be held when deemed necessary by the UACL Executive Board. Such a meeting will deal exclusively with special issues as determined by the Executive.

13.5

A quorum shall consist of a majority of the eligible delegates and must include at least one (1) delegate from each Member Local.

13.6

Meetings shall be conducted in accordance with these By-laws and Policies and the Union Constitution. Where any rules are not specifically covered, Bourinot's Rules of Order apply.

13.7

Voting at a 18082-83079 Locals Meeting shall be on the basis of one (1) vote per delegate unless twenty percent (20%) or more of the delegates request a roll call vote on the basis of the membership represented. Where a roll call vote is called, Delegates will vote according to their Local's voting strength as set out in Article 6.2, above.

13.8

- a. The UACL Executive Board will organize the ~~Biennial~~ **Triennial** meeting and establish a funding formula for the meeting. UACL shall cover at least travel expenses for all Locals to attend ~~Biennial~~ **Triennial** Meetings.
- b. Where extraordinary circumstances arise such that Local financial constraints prevent a local's participation, the UACL Executive Board will consider special funding arrangements for that local.

- c. The expenses of the ~~Biennial~~ **Triennial** Locals Meeting Committees shall be covered by UACL.
- d. The UACL will elect or appoint all Committees which it deems necessary to conduct the business of the ~~Biennial~~ **triennial** meeting in accordance with the Unifor Constitution. At a minimum, Resolutions and Election Committees will be established for every ~~Biennial~~ **Triennial** Locals Meeting.

ARTICLE 14– AMENDMENTS

14.1

These By-laws shall only be amended by a two-thirds (2/3) majority vote of the delegates voting at the ~~Biennial~~ **Triennial** Locals Meeting.

14.2

- a) Amendments to these By-laws must be considered through resolutions by delegates to the ~~Biennial~~ **Triennial** Locals Meeting.
- b) Resolutions will be submitted by Locals to UACL in advance of the ~~Biennial~~ **Triennial** Meeting by a deadline date set by the UACL Executive Board.

14.3

The Resolutions Committee shall receive any late resolutions and determine if it is of an emergency character. An emergency resolution shall first be placed before the delegates with a recommendation that the resolution shall be debated. If the recommendation is approved, the Committee shall proceed to recommend concurrence or non-concurrence.

14.4

The Resolutions Committee shall receive all resolutions submitted to the ~~Biennial~~ **Triennial** Locals Meeting and recommend concurrence or non-concurrence. The Resolutions Committee may rewrite a resolution, combine resolutions, or provide a substitute resolution, providing it does not contradict the intent of the local union which submitted the resolution.

14.5

If for any reason resolutions submitted to the UACL ~~Biennial~~ **Triennial** remain undiscussed/debated and voted on by the delegates, a special meeting shall be called within 90 days of the conclusion of the UACL ~~Biennial~~ **Triennial**, with the date, location and format determined by the UACL Executive Board, ensuring all resolutions are discussed/debated and voted on.

ARTICLE 15 – APPLICATION

15.1

The provisions of these By-laws and Policies shall govern relations between the members of the UACL.

15.2

The UACL Executive Board shall decide any dispute over the interpretation or application of the By-laws and Policies of the UACL by consensus. If the Board cannot reach a decision, the matter will be decided by a majority vote of the Board in accordance with Article 5.2(f) of these By-laws.

ARTICLE 16– MISCELLANEOUS

16.1

Membership in the Locals of the UACL shall be governed by the Unifor Constitution and By-laws of each Local.

16.2

Meetings of the Executive Board of the UACL shall be open for members to attend as observers. Membership observers attending UACL Executive Board meetings will be limited to one (1) observer per member Local unless otherwise approved by the UACL Executive Board. Members who choose to attend Board meetings, as observers, must have the approval of their Local Executive and shall have no voice or vote. The UACL shall not be responsible for any expense incurred by observers.

ARTICLE 17– DISSOLUTION

17.1 In the event that UACL dissolves, all UACL Funds shall be distributed back to member locals on a per capita basis.

Article 18 – Health and Safety

18.1

The Collective Agreement in place between the Employer and Unifor ACL speaks to roles held by

Unifor ACL members on respective Corporate Health and Safety Committees.

Whereas there are four (4)

Local members of Unifor ACL and a need to establish a method to fill in these positions is required. It has

been agreed that the said method described within this article will be employed by the Council.

18.2

The following rotation will be implemented:

Representative Currently Local Position

Full Time Outside CHSC Rep - To be filled 2289 Position 1

Part Time Outside CHSC Rep - To be filled 506 Position 2

Inside CHSC Rep - To be filled 401 Position 3

Inside CHSC Rep - To be filled 410 Position 4

18.3

The term of the rotation will be three (3) years running from January 1st to December 31st and

starting on January 1st, 2024.

18.4

The positions will be filled on a rotational basis: position 4 would move to position 3, position 3

would move to position 2, position 2 would move to position 1 and position 1 would move into position 4.

18.5

Each local reserves the right to select their CHSC representative, with the understanding that, to

fulfill the rotational obligation, their representative would have to meet the following conditions:

- Be from the correct workgroup (inside, outside) when the rotation change occurs,
- Have experience sitting on a LHSC,
- Have had or is willing to take the Unifor National Health and Safety training,

• Provide quarterly reports to the Council which will then be passed along to the four locals' E-

Board,

- Cannot be in, or take on, an acting management role,
- Be willing to travel as prescribed by the respective terms of references.

18.6

Each local will be responsible to provide the selected member with the necessary training to fill the role. The Council will review the performance of all representatives and will provide feedback to the local based on the “Roles and Responsibilities of CHSC rep” document.

18.7

Locals should make every effort to avoid making changes in representation which could have an adverse effect on the continuity of the CHSC.

18.8

In the case of a vacancy within the last year of the said term for position 1, the member holding position 2 will be offered the position for remainder of the term. With the vacancy left behind (position 2) being filled by the local holding position 3 for the remainder of the said term (see annex 1 for further details.)

18.9

In the case of a vacancy outside of the last year of the said term for any position, it is up to each local to fill the remaining term of this position. If any one local cannot provide a candidate for that role from within their local, the council will provide candidate options from their respective locals to the President of that local. The President of the local, that holds the vacancy, will decide (based on their own local guidelines for selection process) on the alternative Interim candidate, until a candidate that meets the criteria becomes available in the province that holds the position.

Annex 1

Based on the rotation described in 18.2, as an example only, the interim position described in 18.8 would be filled in the following manner:

	Prior to Vacancy		Interim For the next term
Full Time Outside CHSC Rep	2289	506	506
Part Time Outside CHSC Rep	506	401	401
Inside CHSC Rep	401	401	410
Inside CHSC Rep	410	410	2289

Should this not be possible, discussion will take place within the council to find a suitable solution

Policies – Unifor Atlantic Communication Locals (ACL)

POLICY 1 – LEGITIMATE EXPENSES:

- a. **Air Travel:** all airfare that is expensed to UACL be the ~~minimum fare including taxes and fees that guarantees a confirmed seat(s).~~ (Jun/13) **fully refundable fare including taxes and fees that guarantees a confirmed and refundable seat(s).** (July/25)
- b. **Bus or rail travel:**
 - i. to a maximum of economy fares and taxes
 - ii. cost of a berth if travelling overnight (MAY/15)
- c. **Use of Personal Vehicle:**
 - i. Mileage will be paid at the Unifor National mileage rate at the time the expense was incurred. (May/09) (The mileage rate as of Sept/11 is .48 cents.) ii. The cost of driving your own vehicle should be less than economy airfare or the cost of a rented vehicle. (Jan/06)
 - iii. UACL will pay the equivalent cost of a mid-size rental, insurance and gas when a member chooses to take their own vehicle. (Sept/11)
 - iv. Exceptions to the 'Use of Personal Vehicle' Policy will require preapproval from the UACL Executive Board. (Jun/13)
- d. **Parking:** actual incurred cost (Oct/05)
- e. **Hotel:**
 - i. economy room cost plus taxes, telephone connection (Oct/06) and internet charges (May/07)
 - ii. When booking a room, the Unifor, Bell or Bell Aliant rate should be requested. (Apr/09)
- f. **Lost Wages** – Actual lost classification wages as charged by the company. Shall not include overtime, differentials & premiums. (May/07).
- g. **Provide own accommodations:** Eighty dollars (\$80.00) per day plus UACL per diem. Combined cost of own accommodation and transportation amounts shall not exceed the total cost of a hotel room. (Jun/13)
- h. **Rented Vehicle:**
 - i. The cost of renting a vehicle should not exceed the Unifor negotiated rate for a midsize vehicle unless no other vehicle in that size range is available in that location/region. Reimbursement will include the rental cost and insurance. The cost of fuel will also be reimbursed. If mid-sized

vehicles are rarely available to anyone this should be noted with the Unifor ACL Treasurer/ Executive Board to be on record.

- ii. During the period, each year from Nov 1 to Apr 30, during winter driving, for reasons of safety, a member may choose to rent a four (4) wheel drive/SUV. (Jun/13).
- iii. When renting a vehicle at the airport instead of hiring a taxi to transport to the hotel, the total amount submitted for the rental (including gas & insurance) should not exceed the cost of a taxi. (Jan/08)
- iv. Triennial Rental Expense reimbursement will be allowed for renting a van for the equivalent of two (2) persons per Local, as the President and the Resolutions Committee member from the Local have their Triennial Expense covered by the UACL Fund. This is to further assist each Local in their overall costs for the Triennial UACL Locals Meeting (Jun/13).
- i. **Taxi Fares:** Where possible, taxis should be shared. (May/07)
- j. **Toll Charges** - Highway / Bridge / Ferry Actual incurred cost (receipts not required for MacDonald and MacKay bridges in the Halifax Regional Municipality): (May/15)
- k. **Unifor-ACL Per Diem:**
 - i. The UACL will reimburse the locals for per diem based on the Unifor National Per Diem rate when out of town for Executive Board Meetings for Executive Board Members or alternates, or for any such Committees that are performing UACL business as authorized by the UACL Executive Board. (May/07)
 - ii. For meetings in-town and for a return trip on an overnight stay, the per diem will be reimbursed to the locals on a per meal basis as follows: Breakfast- fifteen dollars (\$15.00); Lunch-thirty dollars (\$30.00); Dinner-thirty-five dollars (\$35.00); Miscellaneous-ten dollars (\$10.00) when on an overnight stay. (June/14)
 - iii. In the event of a revision to the National per diem rate, the above amounts will be adjusted as determined by the UACL Executive Board. (May/07)
 - iv. If a reasonable meal is provided, no meal per diem will be dispersed.
 - v. ~~The UACL will top up per diems of the representatives of each member local for activities that have an Atlantic wide scope.~~
- l. **Other Miscellaneous Expenses:** as authorized by the Executive Board of the UACL. (Oct/05)

POLICY 2 – EXPENSES AND VOUCHERS:

- a. One (1) expense form per trip/occasion on a voucher (Oct/05)
- b. i) Incorrect calculation on voucher will be sent back to claimant (Oct/05)
 - ii) Voucher claims that have items which are not eligible for claim or where receipts are missing or documentation would be necessary to cover these claims, the voucher will be processed less the amounts deemed outside of the criteria of UACL policies with a full explanation of why.

Reconsideration of such claim can be made to the UACL Executive Board.
(Jun/13)

- c. Voucher must be signed, or the voucher will be returned for signature by the claimant (Oct/05)
- d. All expense claims must be accompanied by receipts. However, in extenuating circumstances, a letter signed by the claimant may be submitted to the Treasurer for Executive Board approval (Oct/05)
- e. Fill in explanation column to ensure expense is being charged to proper account (Oct/05)
- f. Do not claim wages & expenses if company is paying (Oct/05)
- g. Hours of work and rate of pay must be shown on voucher (Oct/05)
- h. Show amount of kilometers being claimed and the extension amount in dollars (Oct/05)
- i. Miscellaneous expenses must be explained (Oct/05)
- j. Do not break down valid expense if it is included in the hotel bill (Oct/05)

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POLICY 3 – OTHER GUIDELINES:

- a. Full fare economy is the amount allowed for travel. It should be adhered to and trust that people will exercise good judgement when travelling.
(Oct/05)
- b. Strike /Ratification Vote expenses are part of bargaining and are a legitimate expense. (Oct/05)
- c. When traveling from out of town, the cost of mileage when commuting to and from meetings etc. should not exceed the cost of a hotel room.
(Oct/05)
- d. Local Executives are authorized to send sympathy cards on behalf of the UACL Executive Board. (Feb/09)

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POLICY 4 – TRAINING AND EDUCATION

- a. Training and education funding can and should be carried by the UniforACL fund as it pertains to fulfilling Article 2 (a), (e) & (f) of these by-laws.
(Jun/13)
- b. The UACL may receive or provide recommendations either at the Triennial UACL Locals Meeting or through the members of the Executive Board of courses or training activities that represent fulfilling the interest of the joint administering of the collective agreement and the duty to represent the membership. The UACL can determine the degree of cost or cost sharing in participation in these training activities as approved by the Triennial UACL Locals meeting and/or the UACL Executive Board. (Jun/13)

