

# Policies and Procedures Manual

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# Abuse & Harassment

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - SEPTEMBER 2014

## Definition

Abuse:

- Includes harassment and discrimination.
- May involve the abuse of authority.
- Can be subtle or overt.
- Can be deliberate or unintended.
- May involve a single event or a series of incidents.
- Can come from anyone within the membership and may be directed at any member(s).

Abuse is defined as any behaviour such as, but not limited to:

- Physical assault or aggression.
- Unsolicited and unwelcomed conduct, comment, gesture or contact which causes offense or humiliation.
- Harm to a member(s) which engenders fear or mistrust, or which compromises and devalues the member(s).

Abuse comes in many forms:

- It may be an action, such as a push or a hit.
- It could be words or gestures that are offensive or insulting.
- The test is whether a reasonable person knows, or ought to know, the behaviour would be considered unwelcomed and inappropriate by the recipient.

## Procedure

### 1. Right of Assistance

Any member who believes they have been subjected to abuse has the right to access assistance in communicating their objections and, if warranted, in pursuing the complaint more formally.

### 2. Steps Prior to Formal Reporting

Any member who believes they have been subjected to abuse must make their feelings known to the alleged offender by speaking to the offender directly or with the assistance of a third party. It is imperative the alleged offender immediately be made aware the behaviour or conduct is offensive to the victim and be given the opportunity to cease such behaviour.

Any member who believes they have been subjected to abuse should carefully record details of the incident including the date and time, nature of the behaviour, and names of any persons who may have witnessed the behaviour.

## PROCEDURE-1

### 3. Formal Reporting

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- a. Any person may make a written complaint about abuse, including in the complaint a description of the act or omission complained about.
- b. Complaints should be directed to an Executive Officer.
- c. On receipt of the written complaint, the Executive Officer will send a copy to the named respondent. The respondent may submit a written statement in response to the complaint.
- d. If the Executive Officer decides not to authorize an investigation, the Executive Officer shall inform the complainant and the respondent in writing that the complaint has been dismissed. If the Executive Officer decides to authorize an investigation, the complainant and the respondent shall be informed in writing.
- e. The Executive Officer will designate an investigating officer.
- f. The investigating officer will investigate the complaint and matters arising from and relating to the complaint (for example, retaliation). The investigating officer may meet with the complainant, with the respondent, or with other individuals who have information germane to the investigation.
- g. Upon completion of the investigation, the investigating officer will submit a report to the person who authorized the investigation. A copy of the report will be sent to the complainant and to the respondent.
- h. The complainant and the respondent may make written responses to the report. The Executive Officer who authorized the investigation will receive the written responses.
- i. Upon review of the report and any written responses, the Executive Officer will determine if the complaint is upheld or dismissed.
- j. If the complaint is upheld, the Executive Officer shall authorize appropriate remedy.
- k. The Executive Officer will inform the complainant and the respondent of the decision in writing.

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## Affiliate Conventions: Constitutional Amendments/Policy Resolutions

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING - SEPTEMBER 2006

Locals/Members wanting to submit Constitutional Amendments or other resolutions to Affiliate Organizations must have the amendments into UNA Provincial Office by the Executive Board Meeting prior to Affiliate deadlines for consideration by the Executive Board. Only submissions approved by the Executive Board shall be forwarded on behalf of UNA. Notice of timelines will be communicated to the membership in the appropriate conference on UNAnet.

## Appeal Process for Decision Regarding Proceeding or Not Proceeding to an Independent Assessment Committee for PRCs

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REFERENCE: ADOPTED: EXECUTIVE BOARD MEETING - MARCH 2021

1. The members of the Legislative Committee are responsible for reviewing any appeal regarding decisions to proceed or not proceed to an Independent Assessment Committee (IAC) for a Professional Responsibility Concern (PRC(s)).
2. The Legislative Committee acts as an Appeal Committee to which any UNA Local(s) can appeal the decision of the Director of Labour Relations as to whether to proceed to an IAC for a PRC(s).
3. The procedure for appealing the decision of the Director of Labour Relations is as follows:
  - a. The Local will be referred to as “appellant”. If affecting more than one Local, the originating Local shall be the appellant. The appellant will have 30 days from receipt of the Director of Labour Relations’ decision to submit a written appeal, complete with reasons, to the Appeal Committee with a copy to the Director of Labour Relations. Failure to meet this timeline will result in the decision of the Director of Labour Relations being upheld.
  - b. The Director of Labour Relations will have 21 days from the date of receipt of the appeal to respond in writing to the appellant with a copy to the Appeal Committee. If this timeline is not met the Appeal Committee will write the appellant within 14 days to offer the opportunity to submit a final written submission within 30 days. Should the appellant decline to make this submission, the appeal will proceed to the Appeal Committee.
  - c. The appellant will have 30 days from receipt of the Director of Labour Relations response to make a final written submission to the Appeal Committee. Failure to meet this timeline will result in the decision of the Director of Labour Relations being upheld.
  - d. The Appeal Committee will issue its decision in writing within 30 days of receipt of the appellant’s final submission. The appellant may request an informal meeting with the Committee and Director of Labour Relations prior to the Committee rendering its final decision. Failure to meet this timeline will result in the appeal of the appellant being upheld.
  - e. Request(s) for an extension shall be considered in extenuating or unforeseen circumstances.
  - f. To the extent possible, all of the above submission and decisions shall be sent through the UNAnet E-mail system.
  - g. If the appellant is not on the UNA network, or if it is not possible to send the decision by UNAnet E-mail system, all of the above submissions and decisions shall be sent by receipted delivery.
  - h. Hard copy of the E-Mail submission shall follow as soon as possible.
  - i. “Days” referred to above shall mean calendar days.
  - j. The hours for filing documents with the appeal committee are from 8:30 am - 4:30 pm Monday to Friday, excluding Statutory Holidays. Any material received by email after these hours will be treated as received the next business day.

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## Arbitration Review

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

There will be a Grievance/Arbitration Committee, which shall consist of the Director of Labour Relations, Manager of Labour Relations and Labour Relations Officers as assigned. This committee will meet monthly and review outstanding “Requests for Arbitration” forms. All grievances advancing to arbitration shall be reviewed by the Grievance/Arbitration Committee before an arbitrator is named. The Committee shall make a decision whether to proceed to arbitration at that time.

## Archiving Guidelines (Locals/Districts/District Reps.)

**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

One of the responsibilities of Local Executive is to ensure that important documents are kept safely and securely. There are a variety of reasons to ensure that a procedure for archiving documents is in place and followed: historical continuity, transitions from one executive to another, and case support for grievances and arbitrations, to name a few. Many documents, however, contain a variety of personal information. Due to changes in legislation, that information now needs to be treated more diligently than it might have been in the past.

On January 1, 2004, the *Personal Information Protection Act (PIPA)* came into force. Its purpose is to ensure personal information collected in the course of conducting business would be protected. In essence, the law sets restrictions on the collection, use or disclosure of personal information that is not covered under either the *Freedom of Information and Protection of Privacy Act*, or the *Health Information Act*.

Personal information, under the legislation, is any information that can be used to identify an individual. The obvious elements would include name, address, phone number, social insurance number and any other unique numbers. It also includes income, marital status, religion, education, personal descriptions (height, weight, etc.) or age. Needless to say, any documents that you may hold that contain this type of information will need to be handled with some care.

The good news is that the legislation sets a pretty sensible standard for looking after personal information. PIPA uses the 'reasonable person' standard to evaluate the handling of personal information. In other words, in deciding whether information was handled correctly or appropriately, the assessment asks whether the actions were acceptable based on what a reasonable person might think. This also applies to the manner in which the information is stored.

The question of security of the archived documents is also important. However, from the point of view of the legislation, the security standard is tied to the sensitivity of the personal information in the documents. The more sensitive or personal the information is, the higher the standard of security. This does not mean that dues lists, for example, must be kept in a vault. However, they must be kept in a fashion that recognizes the value of the information on the lists and adequately restricts access to people who would not have the right to access the information in the first place.

In short, whenever you are in charge of looking after any documents that contain personal information, keep them in a safe place and make sure that only those people who have a clear need to access those documents are allowed to see them. The most prudent approach would be to use common sense and caution in storing and accessing documents.

**Note:** *Any questions regarding this Procedure shall be directed to the Director of Finance and Administrative Services at Provincial Office.*



## For Files to be kept by Locals, Districts and District Reps.

This document provides guidelines for Locals, Districts and District Representatives when faced with the never ending questions of “what to keep?” and “what to throw away?”

<b>Locals</b> - Documents to Keep	<b>Locals</b> - Documents Optional
Local Charter Certificate –The Local should have a copy of the original certificate that is filed in Provincial Office	
Local LRB Certificate (if applicable) –Local should have a copy of the original that is filed at Provincial Office	
Local and Local Executive Minutes – recommended that all Local Minutes be kept indefinitely.	
Membership Application forms kept at Local until confirmation from Provincial Office	Membership Application Forms – Originals are filed at Provincial Office permanently.
Dues Listings – minimum 1 year	
Provincial Office has Local Dues Listings for a minimum of 7 years.	
Membership Lists – minimum 1 year	
Delegate Meeting Minutes – 1 year.	
UNA History Document - current	
Local Financial Records – All documents distributed through Centralized Accounting are filed in Provincial Office.	Locals are encouraged to contact PO Finance staff before purging any financial records. Advice will be given on an individual basis.
Seniority Lists – Labour Relations Dept recommends keeping permanently.	
Lay – off Documents	
Severance Documents	
Committee Minutes – PRC and OH&S –1-2 years	May want to keep >2 years
	Transfer of Programs – PO files
Collective Agreement - current	
Ward/Unit definition letter	
Letters of Understanding – Current	
Job Postings Labour Relations recommends keeping permanently	

## PROCEDURE-5

<b>Districts - Keep</b>	<b>Districts</b> Optional
All District and District Executive Minutes –minutes are in the District Minutes folder on UNANet for past few years and will remain there indefinitely.	
District Financial Records	Districts are encouraged to contact Provincial Office finance staff prior to purging any financial records. Advice will be given on an individual basis.

<b>Districts Reps - Keep</b> Documents to be available on UNANet	<b>District Reps - Optional</b>
District Rep Handbook	District and District Exec Minutes – 1-2 years
Policy and Procedure Manual – current	
Constitution & Bylaws	
Collective Agreement Booklets – current	
Executive Board Minutes – 2 yrs – available on UNANet	
Delegate Meeting Minutes – 1 yr – available on UNANet	
Staff Collective Agreements - current	

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## Board Polls

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2021

1. If the Executive Board is being asked to make a decision via email poll then the motion and all required background information is to be sent to all Board members.
2. To ensure that Board members are aware of the poll, all Board members are to be notified via text to check their e-mail for the poll, as well as the deadline for voting.
3. If further information and/or clarification is required regarding a Board Poll, a member of the Executive Board may, at any time prior to the deadline, request a Board meeting.
4. A board poll decision requires a 2/3 majority of votes, and that a minimum of 50% of the Executive Board and at least one board member from each District votes.

## Centralized Local/District Accounts

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**REFERENCE** LAST AMENDED: EXECUTIVE BOARD MEETING - MARCH 2002

UNA shall maintain a Central Account for Local/District monies. This Central Account shall be separate from Provincial accounts. Each participant in the Central Account retains their autonomy to make decisions with respect to the allocation and disbursement of Local/District funds in keeping with the UNA Constitution and Policies.

UNA Finance Employees with access to Centralized Accounting information are authorized to release Local/District information as per the following criteria:

1. Auditors: Full disclosure and access.
2. Local/District Executive: Full disclosure and access.
3. Local/District Members: Members shall be referred to their Local/District Executive.
4. Executive Officers and Executive Board: Disclosure and access pursuant to the UNA Constitution.

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## Computers

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**REFERENCE:** LAST AMENDED: ANNUAL GENERAL MEETING - OCTOBER 2018

1. UNA will provide a computer in every Local for the purpose of internal communication.
2. Every Local is entitled to one UNA computer for every 750 duespayers or part thereof. Locals with between 450 duespayers and 1400 duespayers shall be entitled to one (1) additional computer.
3. Computer equipment is the property of UNA.

**See Position Statement “Copyright Restrictions”.**

## Concerns - Staff

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**REFERENCE:** Last Amended: Executive Board Meeting - February 2012

Each Member, Local Executive and District Representative has a responsibility to address any and all concerns pertaining to UNA staff.

### Procedure For Dealing With Concerns Pertaining To Staff

UNA has four categories of staff:

**1. Labour Relations Staff**

Labour Relations Officers, Education Officers, Communications Officers, Policy/Research Officer, Occupational Health & Safety Officer and Professional Responsibility Advisor report to the Director of Labour Relations and Manager of Labour Relations.

**2. Finance and Administrative Staff**

All Finance and Administrative staff report to the Director of Finance and Administrative Services.

**3. Information Systems Staff**

All Information Systems Staff report to the Director of Information Systems.

**4. Out-of-Scope Staff**

The Out-of-Scope staff include the Director of Labour Relations (DLR), Managers of Labour Relations (MLR), the Director of Finance and Administrative Services (DFAS), the Director of Information Systems (DIS) and the two Executive Administrative Assistants (EAA). The DLR, DFAS, DIS and EAA to the Board report to the Executive Board, specifically to the Executive Officers on a daily basis. The MLR and EAA to the Directors report directly to the DLR.

### How To Deal With Concerns Relating To Labour Relations Staff, Finance And Administrative Staff, And Information Systems Staff.

1. All concerns should be resolved as quickly as possible.
2. The member should immediately inform the appropriate Director of the concern.
3. The Director will review the concern, and seek additional information as necessary.
4. Appropriate follow-up or intervention will be initiated. The Director will assess the effectiveness of all follow-up and intervention.
5. If appropriate, the District Representative representing the member will be informed.
6. The Director will be responsible to apprise the Executive Officers of concerns and resolutions as appropriate.
7. If the member remains concerned or is dissatisfied with the proposed resolution or action, the member should notify the President.

## How To Deal With Concerns Relating To Out-Of-Scope Staff

1. All concerns should be resolved as quickly as possible.
2. If the member is unable to resolve the concern with the staff member involved, the member will notify the President. The President will inform the other Executive Officers of the concern.
3. The President, or designate as determined by the Executive Officers, will review the concern, and seek additional information as necessary.
4. Appropriate follow-up or intervention will be initiated.
5. If appropriate, the District Representative representing the member will be informed.
6. The President or designate will assess the effectiveness of all follow-up and intervention.

## The Role Of District Representatives

In the event that a District Representative is contacted by a member regarding a concern relating to staff, the District Representative has a responsibility to inform the member of the appropriate steps to be taken.

## Concerns - District Representative

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REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - NOVEMBER 2018

### How To Deal With Concerns Relating To District Representatives

1. All concerns should be resolved as quickly as possible.
2. The member should immediately inform the District Representative of the concern.
3. If the concern is unresolved, the member will contact the District Chairperson (if the concern is with the District Chairperson, the Vice-Chairperson will be contacted).
4. The District Chairperson/Vice Chairperson will initiate appropriate follow-up or intervention.
5. The District Chairperson/Vice Chairperson will assess the effectiveness of all follow-up and intervention.
6. If appropriate, the District Executive Committee will be informed of the concern.
7. If appropriate, the District Chairperson/Vice Chairperson will apprise an Executive Officer who may assist in resolution of the concern.
8. If, after following this procedure the concerns are not resolved, the District Chairperson/Vice Chairperson may reassign the Local to another District Representative.



# Contract Interpretation Appeal and Grievance and Arbitration Appeal Board

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2021

## Attendance at Arbitration Appeals and Grievance Appeals

Provincial funding is not available for attendance at Arbitration and Grievance Appeal Hearings heard by the Arbitration Appeal Board. If the Appeal Board requires the appellant to travel, the cost of the appellant's travel will be paid by UNA (the appellant will be required to travel by the most cost-effective manner).

### Contract Interpretation Appeal and Grievance and Arbitration Appeal Board

1. The members of the Legislative Committee are responsible for reviewing any appeal regarding Contract Interpretation and any grievance and arbitration appeal.
2. The Legislative Committee acts as an Appeal Committee to which any UNA Local(s) or affected UNA member can appeal the contract interpretation decision of the Director of Labour Relations.
3. The Legislative Committee acts as an Appeal Committee to which any UNA Local/Locals or affected UNA member can appeal the decision of the Director of Labour Relations.
4. The Appeal Committee will review and consider materials and submissions provided, take into account the principles underlying the duty of fair representation, and act in good faith when deciding whether or not to uphold the decision of the DLR.
5. The procedure for appealing the decision of the Director of Labour Relations is as follows:
  - a. The grievor or Local will be referred to as "appellant". If affecting more than one Local, the originating Local shall be the appellant. The appellant will have 30 days from receipt of the Director of Labour Relations' decision to submit a written appeal, complete with reasons, to the Appeal Committee with a copy to the Director of Labour Relations. Failure to meet this timeline will result in the decision of the Director of Labour Relations' being upheld.
  - b. The Director of Labour Relations will have 21 days from the date of receipt of the appeal to respond in writing to the appellant with a copy to the Appeal Committee. If this timeline is not met the Appeal Committee will write the appellant within 14 days to offer the opportunity to submit a final written submission within 30 days. Should the appellant decline to make this submission, the appeal will proceed to the Appeal Committee.
  - c. The appellant will have 30 days from receipt of the Director of Labour Relations' response to make a final written submission to the Appeal Committee. Failure to meet this timeline will result in the decision of the Director of Labour Relations's being upheld.
  - d. The Appeal Committee will issue its decision in writing within 30 days of receipt of the appellant's final submission. The appellant may request an informal meeting with the Committee and Director of Labour Relations prior to the Committee rendering its final decision. Failure to meet this timeline will result in the appeal of the appellant being upheld.
  - e. Request(s) for an extension shall be considered in extenuating or unforeseen circumstances.
  - f. To the extent possible, all of the above submissions and decisions shall be sent through the UNANet E-Mail system.

## PROCEDURE-10

- g. If the appellant is not on the UNA network, or if it is not possible to send the decision by UNANet E-Mail system, all of the above submissions and decisions shall be sent by receipted delivery.
- h. Hard copy of the E-Mail submission shall follow as soon as possible.
- i. "Days" referred to above shall mean calendar days.
- j. The hours for filing documents with the appeal committee are from 8:30 am - 4:30 pm Monday to Friday, excluding Statutory Holidays. Any material received by email after these hours will be treated as received the next business day.

# Discipline of Members

REFERENCE: LAST AMENDED: ANNUAL GENERAL MEETING - JUNE 2016

## General Introduction

Discipline action shall be initiated and conducted in accordance with the provisions of Article 6 of the Constitution of the United Nurses of Alberta.

Disciplinary proceedings shall be carried out expeditiously, fairly, impartially and in accordance with the requirements of the Constitution and this Policy.

## Filing of Charges

In accordance with Article 6.02(e) of the Constitution of the United Nurses of Alberta, charges shall be filed with the Executive Administrative Assistant of UNA or their designate.

The Executive Administrative Assistant of UNA or their designate shall forthwith deliver a copy of the charges to the accused.

Except as otherwise provided below, the Executive Administrative Assistant of UNA or their designate shall forthwith deliver a copy of the charges to the First Vice-President for review pursuant to Article 6.02(f) of the UNA Constitution.

Should the charges filed be brought against the First Vice-President of UNA, the Executive Administrative Assistant or their designate shall forthwith deliver a copy of the charges to the Second Vice-President of UNA or to another Executive Officer for review pursuant to Article 6.02(f) of the UNA Constitution. Where possible, the Executive Officer conducting the review of the charges should come from a District other than the District of the charging party or the accused.

Should the charges filed be brought against all Executive Officers of UNA, the Executive Administrative Assistant or their designate shall forthwith deliver a copy of the charges to an Executive Board member of UNA. Where possible, the Executive Board member conducting the review of the charges should represent a District other than the District of the charging party or the accused.

Should the charges filed be brought against all members of the Executive Board of UNA, the Executive Administrative Assistant or their designate shall forthwith deliver a copy of the charges to a member of the Trial Committee for review pursuant to Article 6.02(f). Where possible, the Trial Committee member selected to conduct the review of the charges should represent a District other than the District of the charging party.

## Review of Charges

The reviewing officer shall review the charges to ensure that the charges comply with the requirements of Article 6.02(f) of the UNA Constitution.

Where the reviewing officer determines that the charges do not meet the requirements of Article 6.02(f), the reviewing officer shall, by letter sent to the mailing address provided by the charging party, notify the charging party that the charges have been summarily rejected. The letter shall also inform the charging party of the right of appeal from summary rejection pursuant to Article 6.03(b) of the UNA Constitution.

Where the reviewing officer determines that the charges meet the requirements of Article 6.02(f) of the UNA Constitution, the reviewing officer shall direct the Executive Administrative Assistant of UNA or their designate, to proceed with the appointment of three (3) members of the Trial Committee to a Disciplinary Hearing Board pursuant to Article 6.04(b) of the UNA Constitution.

## Appeal of Summary Rejection of Charges

Where, pursuant to Article 6.03(b) of the UNA Constitution, the Executive Administrative Assistant of UNA or the designate receives timely notification of a wish to appeal the summary rejection of charges, the Executive Administrative Assistant of UNA or the designate shall notify the appellant of receipt of their wish to appeal. The Executive Administrative Assistant of UNA or the designate shall forthwith select from the members of the Trial Committee, three (3) members who shall constitute an Appeal Panel.

Where possible, the Trial Committee members selected to serve upon an Appeal Panel should be representatives of a District other than the District of the charging party or the accused.

## Responsibilities of Appeal Panel

The Appeal Panel shall proceed to consider and determine the appeal in accordance with the requirements of Article 6.03 of the UNA Constitution.

The Appeal Panel shall notify the charging party and the accused that they may submit written representations within a timeframe specified by the Appeal Panel.

The Appeal Panel shall notify the charging party and the accused of its decision by letter.

## Referral to a Disciplinary Hearing Board

Where the reviewing officer determines that the charges meet the requirements of Article 6.02(f) of the UNA Constitution, or where an Appeal Panel allows an appeal against summary rejection of charges by a reviewing officer, the Executive Administrative Assistant of UNA or their designate shall appoint three (3) members of the Trial Committee who shall serve as a Disciplinary Hearing Board.

No member of the Trial Committee shall be appointed to a Disciplinary Hearing Board where such member has served on an Appeal Panel hearing an appeal from summary rejection of the charges concerned.

Where possible, the members appointed to a Disciplinary Hearing Board should represent Districts other than the Districts of the charging party and the accused.

## Responsibilities of Disciplinary Hearing Board

A disciplinary hearing shall be convened and conducted in accordance with the requirements of Article 6.04(e) of the UNA Constitution.

The three (3) members of the Disciplinary Hearing Board shall select from amongst them, a member who shall serve as Chair of the Disciplinary Hearing Board proceedings, whose responsibilities shall be as set out below:

The Disciplinary Hearing Chair shall ensure that the charging party and the accused receive reasonable notice of the date and location of the disciplinary hearing.

The Disciplinary Hearing Chair shall ensure that the charging party and the accused are provided with copies of this Policy.

UNA shall designate an Administrative Assistant who shall be present for the disciplinary hearing and who shall:

- Ensure all persons in attendance, other than counsel representing the parties, are members in good standing of UNA.
- Provide such administrative assistance as may be required by the Disciplinary Hearing Board.;

- Shall maintain the record of the proceedings.

The Disciplinary Hearing Board shall, where it so requires, have the assistance of legal counsel.

The procedures to be followed at a disciplinary hearing are, subject to the requirements of Article 6.04(j) and this Policy, in the sole discretion of the Disciplinary Hearing Board.

The decision of the Disciplinary Hearing Board shall, in accordance with Article 6.04(g), be delivered by letter sent by the Disciplinary Board Chair to the charging party and the accused within 30 days of the Disciplinary Hearing.

Without limiting the generality of the foregoing, where two or more Members are jointly charged with the commission of an offence or offences enumerated in Article 6.01 of the UNA constitution, and where the essence of the allegations is that the Members accused were engaged in a common enterprise, such persons will, as a general rule, be tried together unless it should be shown to the satisfaction of the Disciplinary Hearing Board that the "ends of justice" require separate proceedings. In the event the Disciplinary Hearing Board should determine that the ends of justice require separate proceedings, then the Disciplinary Hearing Board shall issue all necessary directions and the disciplinary proceedings shall be conducted in accordance with the directions of the Disciplinary Hearing Board.

## Disciplinary Hearing Guidelines

The Disciplinary Hearing Chair shall call the proceedings to order and shall make the following introductions:

- Members of the Disciplinary Hearing Board and counsel for the Committee.
- The charging party and counsel for the charging party.
- The accused and counsel for the accused.

The Disciplinary Hearing Chair shall confirm for the record that the accused has received notice of the charges and of this Policy.

The Disciplinary Hearing Chair shall confirm that charging party and the accused are in attendance.

In the event the charging party fails to attend the disciplinary hearing, the charges shall be dismissed.

A disciplinary hearing may proceed in the absence of the accused.

The charging party bears the onus of proof.

The accused may not be compelled to testify.

The accused shall be provided with a fair opportunity to make a full defense.

If, subsequent to filing of charges, the accused has resigned membership in UNA, this shall be deemed to be an admission of guilt and the Disciplinary Hearing Board shall determine the appropriate penalty.

The Disciplinary Hearing Board may, in its discretion, exclude witnesses prior to the giving of testimony.

The written charges shall be entered as an exhibit to the proceedings. The Disciplinary Hearing Board may rule upon and receive as exhibits such other documents as it determines to be relevant.

The charging party shall have the opportunity to provide an opening statement outlining the position taken with respect to the charges.

The charging party shall have the opportunity to present witnesses and provide evidence.

## **PROCEDURE-11**

The accused may cross-examine witnesses called by the charging party.

The accused shall be given the opportunity to present an opening statement outlining their position with respect to the charges.

The accused shall have the right to call witnesses.

In the event that the accused elects to give evidence, the accused may be cross-examined by the charging party.

The charging party and the accused shall be entitled to re-examine their own witnesses.

The charging party and the accused may request an opportunity to lead rebuttal evidence. Such evidence shall be restricted to new and unanticipated matters of fact which emerged during the course of the hearing process.

The charging party and the accused shall each be provided an opportunity to present closing argument.

The Disciplinary Hearing Board shall retire to deliberate their decision and shall advise the parties as to when a decision on the charges can be expected to be rendered.

If the Disciplinary Hearing Board determines that the charges have been proven, the Board may expel, suspend or reprimand the accused and may impose conditions prior to reinstatement.

A reprimand will not affect membership status in UNA.

When membership is suspended, the member loses, for the duration of the suspension, rights and privileges of membership but continues to be bound by the rules of the UNA and shall continue to pay dues. Unless otherwise directed by the Disciplinary Hearing Board, membership is automatically reinstated following expiry of the period of suspension and successful completion of any and all conditions imposed.

The Disciplinary Hearing Board shall render its decision in writing by letter from the Disciplinary Hearing Chair directed to the charging party and the accused, with a copy to the Provincial Office of UNA.

The decision of the Disciplinary Hearing Board shall be maintained on file at the Provincial Office of UNA.

### **Filing of Appeal Challenging Disciplinary Hearing Board Decisions**

In accordance with Article 6.05 of the Constitution of the United Nurses of Alberta, a written Notice of Appeal, which sets out the grounds and reasons for the appeal and the nature of the remedy requested, shall be filed with the Executive Administrative Assistant of UNA or the designate no later than 14 days after the Disciplinary Hearing Board decision is issued and received.

The Executive Administrative Assistant of UNA or the designate shall forthwith deliver a copy of the Notice of Appeal to each of the participants in the proceedings before the Disciplinary Hearing Board and to the Chair of the Disciplinary Hearing Board whose decision is appealed from.

The Executive Administrative Assistant of UNA shall select three members of the Trial Committee to serve as an Appeal Tribunal. Where possible, the members appointed to the Appeal Tribunal should come from Districts other than the Districts of the appellant(s) or of the respondent(s) on the appeal. No member of the Trial Committee who served on the Disciplinary Hearing Board or on an Appeal Panel hearing an appeal from summary rejection of the charges concerned shall be appointed to the Appeal Tribunal.

## Responsibilities of Appeal Tribunal

The Appeal Tribunal shall select from amongst themselves a member who shall serve as Chair of the Appeal Tribunal. The Appeal Tribunal Chair shall ensure that the Record of the proceedings before the Disciplinary Hearing Board is provided to the Appeal Tribunal by the person who served as Administrative Assistant for the Disciplinary Hearing Board appealed from and shall further ensure that copies of the Record are provided to each appellant and each respondent participating in the appeal.

The Record of the proceedings of the Disciplinary Hearing Board shall include the charges commencing the proceedings, where available, a transcript of the evidence received by the Disciplinary Hearing Board, all exhibits filed and the decision and reasons for decision of the Disciplinary Hearing Board.

The Appeal Tribunal shall convene a hearing within thirty (30) days of receiving the Notice of Appeal and shall provide at least two weeks advance notice of the hearing date to all parties to the original proceedings.

If it so requires, the Appeal Tribunal shall have the assistance of legal counsel.

## Appeal Tribunal Hearing Guidelines

The Chair of the Appeal Tribunal shall call the proceedings to order, shall introduce all persons in attendance and shall confirm, for the record, that the appellant(s), the respondent(s) and the Disciplinary Hearing Chair have received the required notice of hearing.

In the event that any appellant fails to attend the hearing, the Appeal Tribunal, in its discretion, may dismiss the appeal insofar as it relates to that appellant.

An appeal may proceed in the absence of a respondent(s).

The appellant(s) bear the onus of persuasion.

The procedures to be followed at the Appeal Tribunal hearing are in the sole discretion of the Appeal Tribunal, except that the Appeal Tribunal shall permit the Chair of the Disciplinary Hearing Board, whose decision is under appeal, and each appellant and each respondent to present arguments as to why the decision of the Disciplinary Hearing Board should be upheld or set aside in whole or in part.

The Appeal Tribunal, in its discretion, may direct and receive written submissions from participants unable to attend a hearing of the Appeal Tribunal.

The Appeal Tribunal shall make its determination upon the basis of the Record of the proceedings of the Disciplinary Hearing Board appealed from, except that the Appeal Tribunal may, in its discretion, receive new evidence not tendered at the original proceedings where the interests of justice so require provided that the person seeking to introduce the new evidence establishes that the evidence could not, by the exercise of reasonable diligence, have been available at the original hearing and provided also that the nature of the evidence sought to be tendered is of sufficient probative value to justify its receipt.

In the event that the Appeal Tribunal exercises its discretion in favour of receiving new evidence, the evidence shall be tendered by witness and opposing participants in the appeal process shall have an opportunity to cross-examine and present rebuttal evidence in the same fashion as if the evidence had been tendered at the original Disciplinary Hearing Board proceedings.

The order of proceedings at the Appeal Tribunal hearing shall be appellant(s) followed by respondent(s) followed by the Disciplinary Hearing Chair.

## PROCEDURE-11

In the discretion of the Appeal Tribunal, the appellant(s) and respondent(s) may be permitted to advance rebuttal argument provided that such argument is restricted to new and unanticipated issues which emerged during the course of the hearing process.

Upon conclusion of argument, the Appeal Tribunal shall retire to deliberate upon its decision and shall advise the parties as to when a decision on the appeal can be expected to be rendered.

A decision of a majority of members of the Appeal Tribunal is the decision of the Appeal Tribunal, but if there is no majority, the decision of the Chair of the Appeal Tribunal governs and shall be deemed to be the decision of the Appeal Tribunal. The decision rendered by the Appeal Tribunal shall be based upon the record and shall take account of the submissions made to it. The decision shall be rendered as soon as possible and, in any event, within thirty (30) days of the conclusion of the Appeal.

In the event that the Appeal Tribunal allows an appeal against conviction or acquittal, it shall remit the matter to the Executive Administrative Assistant of UNA with directions to appoint a newly constituted Disciplinary Hearing Board to re-hear the charges.

In the event the Appeal Tribunal allows an appeal against a penalty imposed, the Appeal Tribunal shall rescind the penalty imposed and shall impose such penalty as may be permissible under the Constitution and as seems just and reasonable to the Appeal Tribunal in all the circumstances.

The Appeal Tribunal shall render its decision in writing by letter from the Appeal Tribunal Chair directed to all participants in the appeal process, with a copy to Provincial Office of UNA.

The decision of the Appeal Tribunal shall be maintained on file at the Provincial Office of UNA.

The decision of the Appeal Tribunal is final and binding.



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## Districts - Internal Operations

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

### **Budget**

Each District shall submit an approved balanced budget for the following year by January 31st of each year.

### **Districts Representing UNA**

Districts may participate in other organizations in their District and may speak on behalf of UNA providing such statements reflect the current policies, position statements and objectives of UNA.

### **Length Of Terms**

Districts shall be allowed to make their own decisions regarding the length of terms of their own District Representatives within the guidelines provided in the Constitution.

## **Election & Campaign Guidelines (excluding AGM elections)**

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**REFERENCE:** ADOPTED: EXECUTIVE BOARD MEETING - JUNE 2018

(For Provincial AGM election guidelines, please refer to Meetings 2.1)

1. UNA logo shall not be used in printed material, photos or social media.
2. “Give aways” will be limited to printed candidate information only.
3. Each candidate shall have an opportunity to address the applicable Assembly, exclusive of Question & Answer period.
4. It is the responsibility of the Nominee to confirm with the Executive Administrative Assistant, or designate, the receipt of the nomination form. It is also the responsibility of the Nominee to review the Policy and Procedure Manual regarding election guidelines.

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## Internal Vacancies

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**REFERENCE:** LAST AMENDED: ANNUAL GENERAL MEETING - OCTOBER 1988

All staff vacancies shall be posted on UNAnet.

## Joint Committee (UNA/AHS)

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2016

### Joint Committee (UNA Provincial Collective Agreement)

**Definition:** A Committee comprised of UNA and Employer representatives.

**Purpose:** The purpose of this Joint Committee will be to:

1. Exchange information.
2. Engage in discussions regarding issues of mutual concern.
3. Make recommendations to their respective principals regarding the ongoing administration of the Collective Agreement.

**Communication/Reporting:** After each Joint Committee Meeting:

- A summary will be provided on UNANnet.
- A written and verbal report will be provided at each UNA Executive Board Meeting.
- A written and verbal report will be provided at each District Meeting.

### UNA Representation to the Provincial Joint Committee

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There will be a Provincial Joint Committee. The Committee shall consist of one member per UNA District who shall be elected at the first District meeting following ratification of the UNA/AHS Collective Agreement. Only those members covered by the Provincial Agreement shall be eligible for nomination/election to the Joint Committee. The UNA President shall be a member of the Joint Committee. The Director of Labour Relations, Manager of Labour Relations and Labour Relations staff as assigned shall be appointed to the Joint Committee, but shall be non-voting members.

The Co-Chairs of the most recent Provincial Negotiating Committee be added to the Provincial Joint Committee.

# Labour Relations – Decision-Making Process

## Province-Wide Bargaining Unit

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING – JUNE 2009

### 1. Policy/group grievances – decision to file/resolve

If specific to one site or one Local: The Local President and LRO decides.

If affecting more than one Local: The originating Local, Labour Relations Officer and Director or Manager of Labour Relations in consultation with all affected Locals.

If Province-Wide: The UNA representatives of the UNA Joint Committee shall decide.

If there is a dispute, it is to be resolved through the appeal process as per Procedure “Contract Interpretation Appeals, Grievance and Arbitration Appeal Board”.

### 2. Attendance to grievance/resolution meetings

For grievances affecting one or more Local(s), attendance to the meeting shall be determined by the originating Local, Labour Relations Officer and Director or Manager of Labour Relations. For province-wide grievances, meeting attendance shall be determined by the Director or Manager of Labour Relations.

If there is a dispute, it is to be resolved by the Executive Officers.

### 3. Ratification of letters of understanding

Letters of Understanding are to be forwarded to the Executive Officers and Director of Labour Relations. The Executive Officers and Director of Labour Relations will determine which of the following approval processes shall be required:

- a. The UNA members of the Joint Committee have authority to approve.
- b. The Executive Board has authority to approve.
- c. A vote by Local Executive directly affected has the authority to approve (a majority of Locals representing the majority of members).
- d. A vote by the full membership, as per Article 11 of the UNA Constitution, of the Local or Locals directly affected or all Locals covered by the Collective Agreement shall have authority to approve.

### 4. Signing of the provincial collective agreement

The Provincial Negotiating Committee will sign the Provincial Collective Agreement.

### 5. Funding for PRC/OH&S presentations to the Chief Executive Officer (CEO) and/or Board of Alberta Health Services (AHS)

For PRC and OH&S presentations to the CEO and/or the Board of Alberta Health Services, UNA will fund travel and accommodation as per UNA policy.

Salary Replacement will continue to be the responsibility of the Local.

**SEE Procedure “Letter of Understanding - Resolutions Reached by Joint Committee”**

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# Letters of Understanding/Addenda

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REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - MARCH 2017

## Approval of Agreements

The Director of Labour Relations and the Executive Officers have the power to approve or disapprove all Collective Agreements, Memoranda of Agreement, Letters of Understanding, or Addenda thereto, entered by Locals, subject to the right of the Local to appeal such approval or disapproval to the Executive Board.

Where a Collective Agreement is negotiated by a properly constituted UNA Negotiating Committee, and is ratified in accordance with UNA's Constitution, approval by the Director of Labour Relations and Executive Officers shall not be required.

## Notice of Addenda

1. At each meeting of the Executive Board of UNA, each Board Member shall receive a copy of any Collective Agreement Addendum which has been approved by the Executive Officers since the last Board Meeting.

## Procedure

1. A Local(s) or Bargaining Unit wishing to propose an Addendum to their respective Collective Agreement shall present the proposed Addendum to the Executive Officers and Director of Labour Relations for approval.
2. The Executive Officers and the Director of Labour Relations shall meet within a reasonable period of time in order to consider the proposed Addendum. The Executive Officers and the Director of Labour Relations shall advise the Local(s) or Bargaining Unit within seven (7) days of the meeting whether or not the proposed Addendum is approved, and what the ratification process shall be.
3. The decision of the Executive Officers and Director of Labour Relations shall be in writing and shall include reasons for their decision.
4. Where a ratification vote is required, it may be:
  - a. For a single Local/Bargaining Unit - a vote by the Local Executive or full membership ratification vote as per Article 11 of the UNA Constitution. In the case of a Multi Bargaining Unit Local the outcome of the ratification vote shall be determined by the majority of members from the applicable bargaining unit.
  - b. For more than one Local - a vote of Local Executives (a majority of Locals representing the majority of members) or a full membership ratification vote as per Article 11 of the UNA Constitution. In the case of a PAU or a Multi-Bargaining Unit Local the outcome of the ratification vote shall be determined by the majority of members from the applicable bargaining unit.
5. The Local(s) or the Administrators of the PAU shall inform the Director of Labour Relations of the results of the ratification vote. The Director of Labour Relations shall then inform the Employer.
6. In the event the proposed addendum is rejected due only to inappropriate wording, the Executive Officers shall advise the Local(s) or Bargaining Unit of acceptable wording for the proposed addendum. If the decision is to reject the proposed addendum, the Executive Officers shall notify the Local(s) or Bargaining Unit of its right to appeal the decision to the Executive Board.
7. The appeal shall be heard by an Appeals Committee comprised of the Executive Board, excluding the Executive Officers. The appeal shall be heard at the next scheduled meeting of the Executive Board

provided that the appeal is received by the President at least twenty-one (21) days prior to the next scheduled meeting, failing which it will be heard at the next subsequent meeting.

8. The Appeal Committee shall render its decision in writing as soon as possible and in any event within thirty (30) days following the hearing.
9. The decision of the Appeal Committee shall be final.
10. Any notices or correspondence shall be deemed to have been received within seven (7) days of mailing by regular post.
11. In the event the Appeal Committee approves the proposed addendum, the approval process shall be as per #4 of Procedure “Letters of Understanding/Addenda”.

## Appeal Committee Process

1. Chair
  - a. The Chair of the Appeal Committee shall be chosen from and by the remaining members of the Executive Board.
2. Preliminary Remarks by Chair
  - a. Introduce Appeal Committee.
  - b. Introduce parties (Local(s), Bargaining Unit, PAU Administrators and Executive Officers/Director of Labour Relations), representatives, witnesses.
  - c. Seek agreement on observers.
  - d. Advise as to correspondence received by Appeal Committee and enter correspondence as exhibits with the agreement of the parties.
  - e. Ask parties if they wish to have exclusion of witnesses.
  - f. Explain the procedure as outlined below which will be used at the hearing:
    - i. documents which the parties wish to bring to the attention of the Appeal Committee shall be entered as exhibits depending on the nature of the documents;
    - ii. the parties should be aware that all evidence should be relevant to the issue before the Appeal Committee. Hearsay evidence will be admissible.
3. Opening Remarks by Both Parties
  - a. the parties will briefly outline their position and how they will present their case, and indicate if witnesses will be called.
4. Evidence
  - a. The Local(s) or Bargaining Unit shall present its position first and may lead evidence, including witnesses and submission of documents.
  - b. The Executive Officers/Director of Labour Relations shall present their position second and may lead evidence, including witnesses and submission of documents.
  - c. Each party shall have the opportunity to examine the other party’s witnesses followed by any questions of the Appeal Committee directed through the Chair.
  - d. Each party shall have the opportunity to re-examine its own witnesses after questions from the other party and the Appeal Committee.

## PROCEDURE-17.1

5. Argument
  - a. The Local(s) or Bargaining Unit shall present its argument first, followed by the argument of the Executive Officers/Director of Labour Relations.
  - b. The Local(s) or Bargaining Unit shall be entitled to rebuttal argument.
  - c. The Appeal Committee shall ask questions of any party after the presentation of their argument by directing such questions through the Chair.
6. Record of The Proceedings
  - a. The record of the proceedings will be the exhibits, the notes taken by the Recording Secretary appointed by the Appeal Committee, and the decision of the Board.
7. Observers
  - a. The presence of observers at the appeal hearings shall be restricted to those agreed to by the parties and the Appeal Committee.
8. Appeal Committee Legal Counsel
  - a. The Appeal Committee shall have the right to have legal counsel present.
9. Decision
  - a. The Appeal Committee shall retire to consider its decision and will advise the parties at that time when the decision can be expected.
  - b. The decision of the Appeal Committee shall be rendered as soon as possible and in any event within thirty (30) days of the hearing.
  - c. The decision shall be in writing.



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## Letters of Understanding - Resolution Reached By Joint Committee

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2009

Letters of Understanding or resolutions reached by the Provincial Joint Committee will be forwarded to the Executive Officers and Director of Labour Relations with a recommendation as to which process for approval is appropriate. The Executive Officers and Director of Labour Relations will determine which of the following approval processes shall be required:

- a. The Joint Committee has authority to approve.
- b. The Executive Board has authority to approve.
- c. A vote by Local Executive has the authority to approve (a majority of Locals representing the majority of members); or
- d. A vote of the full membership of the Local or Locals directly affected, or all Locals covered by the Collective Agreement, shall have the authority to approve.

The Director of Labour Relations shall report the ongoing activities, initiatives and issues discussed at the Provincial Joint Committee to the Executive Board.

## Locals - Allocation of Duespayers and Locals (Criteria For)

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2019

A UNA Local is a grouping of members that not only makes labour relations sense but is a viable grouping of members able to carry on the business of the Union. Locals must be structured in a way that will encourage member participation.

There are occasions when the Executive Board may need to examine the appropriateness of a Local/bargaining unit both in terms of labour relations and viability.

Meeting the minimum Constitutional requirement regarding numbers of members (25) does not guarantee a separate Local will be established/maintained.

There are also occasions when the Executive Board will have to allocate members/bargaining unit(s) to Local(s) or Provincially Administered Unit(s) when:

- New sites are created by the Employer.
- New entities are organized.
- Organization of other bargaining units/worksites which have a small number of duespayers/members.
- When programs are transferred.

Depending on the situation each criteria may be given different weight.

**The following criteria should be used in determining:**

- The allocation of Members to a specific Local.
- Whether a site is an extension of an existing Local or should be a separate Local.

Factors	Criteria
Is it the same or different Employer?	If it is the same employer, the members may be allocated to the Local at that site. If it is a different employer it becomes a Multi-Bargaining Unit Local as per Criteria #2.
Is it a new or existing site?	If it is a new site, the Executive Board will have to determine whether the site should be with the same Local where the previous service was offered or whether a new Local should be established. The Executive Board will consider “site” to mean building or series of proximate buildings – i.e.: all buildings on the same campus or tract of land.
Is this permanent or temporary?	If it is temporary, it is likely the Executive Board will maintain the previous Local designation.
How many UNA members/dues payers are at the site?	Fewer numbers would result in caution in creating a new Local and would be more likely to stay with the previous Local designation.
What is the proximity to the existing site?	If the new site is close to the previous site, it is likely there would be no change in designation of Local.
What are the Collective Agreement provisions?	If the Collective Agreement provisions are the same, it is more likely there would be an allocation to the existing site Local. If there are different Collective Agreements it becomes a Multi-Bargaining Unit Local as per Criteria #2.
Is a Member's ability to participate in union activities enhanced or compromised?	If the geographic distance is such that it is impossible or unreasonable for the member to attend Local meetings, it is more likely the member will be allocated to the closest possible Local.

## PROCEDURE-18.1

### 1. What Criteria Should Be Used In Determining Two Or More Locals Should Be Merged Or That Members Should Be Allocated To An Existing Local.

Factors	Criteria
The ability to function	If there are insufficient numbers to comply with the UNA Constitutional requirements, it is more likely the Locals will be merged.
The preference of the Local(s)	The preference of the Local(s) will be considered, but will not be the deciding factor.
Do they have the same Employer?	Preference will be given to a common Employer with a common Collective Agreement within a District.
Different Collective Agreements	Multi-Bargaining Unit Locals will be created when necessary as per Criteria #2.
Proximity of Locals to each other	Proximity will be considered.

### 2. What Criteria Should Be Used In Determining a New Bargaining Unit Should Be Added To An Existing Local To Create A Multi-Bargaining Unit Local?

Factors	Criteria
How many members are there in each bargaining unit? Does each bargaining unit have sufficient members to comply with the UNA Constitutional requirements?	If there are insufficient numbers to have a viable Local, it is more likely the Executive Board will determine the bargaining unit should be added to an existing Local.  Meeting the minimum Constitutional requirements regarding numbers of members does not guarantee a separate Local will be established/maintained.
What is the proximity of the sites?	Proximity will be considered.
Are there differences between the Collective Agreements?	Differences in Collective Agreements will be considered.

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## Locals - Allocation of Duespayers and Locals (Local Re-Configuration)

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING - SEPTEMBER 2019

This procedure is to be used in all cases where the Executive Board reconfigures existing Locals.

Pursuant to Article 16.03 (b) of the United Nurses of Alberta Constitution, when the Executive Board determines to undertake consideration to reconfigure Locals.

1. Within one week of the Executive Board's decision to undertake reconfiguration of the Local(s), the District Representative(s) shall advise the affected Local(s) and/or PAU of the Executive Board's intention.
2. Within two weeks of the Executive Board's decision, a letter from Provincial Office shall be forwarded to the affected Local(s) and/or PAU advising of the Board's intention, outlining the process for identifying any concerns and deadline for submission.
3. Local meeting(s) shall be held within four (4) weeks of notification of intent to reconfigure. A District Representative and, where possible, an Executive Officer shall attend the Local meeting(s).
4. The District Representative(s) shall advise the Local(s) of their ability to make submissions in writing, to the Executive Board.
5. Local submissions shall be submitted to the Provincial Office at least two (2) weeks prior to the Executive Board meeting addressing the issue.

## Locals - Allocation of Duespayers and Locals

### (Process for Organizing a New Bargaining Unit or Integrating a New Group into an Existing Bargaining Unit)

**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING – SEPTEMBER 2019

Whenever a new bargaining unit is organized, or a new group (previously not represented by UNA) is to be added to an existing bargaining unit, the Executive Officers and District Chair(s) shall be kept apprised of the activities related to the organizing of the new bargaining unit or integration of the new group.

Where the organizing or integration is specific to one District, the District Chair shall determine which District Representative shall be assigned to assist the assigned Labour Relations staff.

Where the organizing or integration affects more than one District, the Executive Officers shall consult with the District Chairs of the affected Districts prior to determining which District Representative(s) shall be assigned.

The District Representative and Labour Relations Staff assigned shall consult with the members of the new bargaining unit or new group referring to the criteria outlined in Locals-Allocation of duespayers and Locals (criteria for) policy.

Prior to making their recommendation, it is expected the District Representative will have discussion with the potential receiving Local(s).

Following this consultation with the members of the new bargaining unit or new group, the labour relations staff and the District Representative(s) shall make recommendations to the Senior Management Group regarding the allocation of the Employees to a Local or Local(s) or PAU.

The Senior Management Group will review the recommendation(s) and the criteria stated in Procedure “Locals - Allocation of Members and Locals (Criteria For)”, prior to recommending allocation to the Executive Board.

The allocation shall be determined by an Executive Board Poll or at a meeting of the Executive Board, whichever is more timely and appropriate.

If the Executive Board determines to allocate the new group as a new Local:

1. The District Representative assigned to the organizing shall ensure the members of the Local are informed.
2. The District shall assign a District Representative to the Local.
3. The Manager of Labour Relations shall assign a Labour Relations Officer to the Local.

If the Executive Board determines to allocate the new group to an existing Local:

1. Within one week of the Executive Board’s decision, the District Representative(s) shall advise the affected group(s)/Local(s) or PAU of the Board's decision.
2. Within two weeks of the Executive Board’s decision, a letter from Provincial Office shall be forwarded to the affected group(s)/ Local(s) or PAU advising of the Board’s intention, outlining the process for identifying any concerns and deadline for submission.

Any Local, PAU, or Employee(s) of the new bargaining unit or new group affected by the proposed reconfiguration may make written submissions, to the Executive Board. This must be provided to the Provincial Office at least two weeks prior to the next Executive Board Meeting.

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## Locals - Allocation of Duespayers to Provincially Administered Units (PAUs)

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**REFERENCE:** ANNUAL GENERAL MEETING - OCTOBER 2016

A Provincially Administered Unit is a grouping of duespayers/bargaining units in a District that is otherwise not viable. That is, they are not able to meet the Operational Requirements for a Local as per UNA Policies and Procedures. The Provincially Administered Unit is responsible to carry on the business of the Union in that District for those duespayers/bargaining units.

The UNA Executive Board will allocate members to Provincially Administered Unit(s) when:

- New entities/bargaining units of less than 25 duespayers are organized (meeting the minimum Constitutional requirement regarding numbers of members (25) does not guarantee a separate Local will be established/maintained).
- Existing Locals or bargaining units are unable to sustain operational requirements as per UNA policies.

## Locals - Conflict Resolution

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING - AUGUST 1997

Where there is a conflict or dispute between members or Locals which cannot be resolved at that level, a request for assistance may be made to the Executive Officers. The Executive Officers, and if deemed appropriate, in consultation with the Director of Labour Relations, will examine the issue(s) and seek to resolve it through mediation or other appropriate measures.



## Locals - Dissolution Procedure

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING -NOVEMBER 2004

**This procedure is to be used in all cases where a local is dissolved because of permanent closure.**

Pursuant to Article 19 of the United Nurses of Alberta Constitution, when a Chartered Local dissolves for any reason, including as a result of an institution closure, decertification or charter revocation, the winding down procedure shall be as follows:

1. The Local Executive shall advise the Provincial Office of United Nurses of Alberta, if closure of their institution is pending.

A District Representative or an Executive Officer shall contact the Local to assist the Executive with the winding down process and shall arrange to attend the final meeting of the Local.

2. In the event that a Chartered Local dissolves as a result of an institution closure, the rebates shall cease effective the date of the closure.

The provincial Part-time Local Executive funding shall continue for a period of thirty (30) days following the institution's closure, to facilitate the winding down process of the Chartered Local, provided the funded Executive are available to do the work.

3. A Representative(s) of Provincial Office shall attend the final meeting of the Local. The Representative(s) from Provincial Office, in consultation with the Local Executive shall determine the method of liquidation and or transfer of properties and funds of the Chartered Locals to Provincial Office. Any outstanding debts of the Local shall be noted at this time, and the appropriate motions for payment of the debts shall be made at the final meeting.

The Local Executive shall advise the Provincial Office of United Nurses of Alberta of any significant outstanding financial and legal obligations of the Local (arbitrations, outstanding debts etc.).

The Local Executive shall advise Provincial Office of United Nurses of Alberta, of any real estate, bonds or other investments, furniture and/or fixtures which are to be disposed of etc.

Local assets shall be handled as follows:

- a. The Local Executive shall review the Local financial books with the Representative(s) of Provincial Office.
- b. The Local Executive shall endorse any bonds etc. and these are to be forwarded to the Provincial Office of United Nurses of Alberta.
- c. Arrangements shall be made with Provincial Office of United Nurses of Alberta to return to Provincial Office all computer equipment provided to the Local/ by the Provincial Office of United Nurses of Alberta.
- d. Other equipment, furniture and fixtures of the Local shall be turned over to the Provincial Office of United Nurses of Alberta for further determination.

## PROCEDURE-18.6

- e. Once all outstanding obligations of the Local have been met, the Local Executive shall forward a cheque to Provincial Office, made payable to the United Nurses of Alberta, for the full amount of money remaining on deposit with the Local. This money shall be used for the furtherance of United Nurses of Alberta.
  - f. Applicable year end T-4 slips shall be issued.
  - g. All pertinent records of the Local, including all financial records, shall be forwarded to Provincial Office of United Nurses of Alberta. The Finance and Administrative Services Department of United Nurses of Alberta, shall oversee the final audit of the Local's funds.
4. The Committees of the Local shall file reports at the final meeting.
  5. The Chartered Local shall make the appropriate motions for Dissolution of the Local. (Attachment #1).

## Minutes of Local # \_\_\_\_\_

- A. Call to Order
- B. Membership Card Check
- C. Agenda
- D. Minutes of Previous Meeting
- E. Business Arising
  - 1.
  - 2.
- F. Old Business
  - 1.
  - 2.
- G. New Business
  - 1.
  - 2.
- H. Final Committee Reports
  - 1. Grievance Committee Report
  - 2. Occupational Health and Safety Committee Report
  - 3. Professional Responsibility Committee Report
  - 4. Treasurers Report
  - 5. Others
- I. Final Motions for Dissolution:

**MOTION #1:** THEREFORE BE IT RESOLVED THAT the following Local \_\_\_\_\_ members shall be nominated for Associate Membership in UNA:

**MOTION #2:** THEREFORE BE IT RESOLVED THAT Local \_\_\_\_\_ shall pay all debts and outstanding obligations of the Local.

**MOTION #3:** THEREFORE BE IT RESOLVED THAT all funds, property and books of the Local shall be turned over to and shall become the property of the United Nurses of Alberta.

**MOTION #4:** THEREFORE BE IT RESOLVED THAT following payment of all outstanding debts and obligations, return of all funds, property and books of the Local to the United Nurses of Alberta and satisfactory resolution of outstanding grievances, labour board applications and similar matters, Local \_\_\_\_\_ shall be dissolved as a result of the closure of the employer's worksite.

**MOTION #5:** THEREFORE BE IT RESOLVED THAT Local \_\_\_\_\_ requests that the Executive Board of United Nurses of Alberta revoke the Charter of Local \_\_\_\_\_ upon satisfactory resolution of all outstanding grievances, Labour Board matters and other like matters, and that United Nurses of Alberta shall have the authority to proceed on behalf of Local \_\_\_\_\_ in these matters.

## Locals – District Labour Councils

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING – OCTOBER 2013

### Representation To District Labour Councils

1. UNA shall provide annually the delegate entitlement to each applicable Local.
2. Delegates and Alternates shall be elected at a Local Meeting.
3. Funding of delegates to District Labour Council meetings shall be at the discretion of the Local.

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## Locals - Investigation Of A Local

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**REFERENCE:** ARTICLE 15.05 (B) OF UNA'S CONSTITUTION:

### Step I

The Investigating Committee shall meet to develop questions to be used in the investigation of the complaint.

### Step II

The Committee shall ensure that the Local Executive has received the information related to the investigation from the President. (8a of Method)

### Step III

Where possible the Investigating Committee will arrange a meeting with the Executive of the Chartered Local to discuss the investigating procedure and may seek assistance in making contact with members for interviews.

### Step IV

Where possible and appropriate, the Committee shall meet and interview the following;

1. Local Executive members.
2. Chairpersons of Local Committees.
3. Ward Reps and/or members at large of the Local.
4. Complainant.
5. Others as may be deemed necessary by the Committee.

A record shall be kept of all persons contacted, dates and times established for interviews and any difficulties encountered in ensuring that interviews are conducted (e.g. persons unavailable due to vacations, scheduling, illness, etc. or a reluctance or refusal to participate).

### Step V: Interviews

1. Those persons contacted shall be interviewed on an individual basis using the following format for investigation;
  - a. Review the mandate of the Investigating Committee and the investigation procedure.
  - b. Review the complaint.
  - c. Establish the validity of the complaint.
  - d. Determine whether or not there are additional concerns related to the complaint.
  - e. Determine whether or not the complaint and/or the additional concerns raised have been resolved.
  - f. Determine through discussions what is necessary to resolve the problems identified.
2. Each person shall be provided with copies of:
  - a. The UNA Constitution.

## **PROCEDURE-18.8**

- b. The complaint.
  - c. The motion of the Executive Board to conduct an investigation.
  - d. A copy of the trusteeship policy.
3. A record of all interviews shall be kept.
  4. In order to determine the validity of the complaint and/or any additional concerns raised the Investigating Committee shall have access to the records of the Chartered Local, in accordance with Article 15.

### **Step VI: The Report**

1. A report shall be compiled on the basis of the interviews conducted detailing:
  - a. The record of individuals contacted for interviews.
  - b. The record of individuals interviewed.
  - c. A summary of interview responses.
  - d. An analysis of the responses relating to the complaint.
  - e. A recommendation of options available to the Executive Board, along with recommendations of requirements that should be met by the Chartered Local in order for the Local to rectify any policies or activities contrary to the principles and policies of UNA.
2. The report shall be accompanied by all pertinent evidence.
3. In making its recommendations to the Executive Board the Investigating Committee should confine themselves to the allegations in the complaint. Any additional concerns raised may be used to support a recommendation but these shall not be used as the sole basis for the recommendation.
4. The report shall include recommendations for action that the Executive Board may consider and the list of attachments.

### **Step VII**

The report of the Investigating Committee shall be submitted for consideration by the Executive Board.

If the Chartered Local is found by a 2/3 vote of the Executive Board to have undertaken policies or activities contrary to the principles and policies of the UNA, the following action(s) may be taken by the Executive Board: (Article 15)

1. The Charter of the Chartered Local may be revoked.
2. The Charter of the Chartered Local may be suspended with any terms and conditions the Executive Board sees fit.
3. A trustee or trustees for the Chartered Local may be appointed with any terms and conditions the Executive Board sees fit.
4. The Chartered Local may be directed to amend and rectify any policies or activities contrary to the principles and policies of UNA.

### **Step VIII**

1. The President of UNA shall send a letter to the complainant or complainants and to the Local Executive and all members of the Chartered Local advising them of;
  - a. Decision of the Executive Board.

- b. Implications of the decision.
  - c. Measures required to rectify the complaint.
2. The Executive and members of the Chartered Local shall be advised of the appeal procedure under Article 15 of the UNA Constitution.
  3. Terms of Trusteeship shall specify the Local and/or Provincial financial responsibilities for all mandatory workshop and all other financial obligations.

### **Method of Establishing the Investigating Committee**

1. A documented complaint by a member or members in good standing of UNA regarding one of its Chartered Locals shall be submitted to the President of UNA prior to the initiation of any action in accordance with Article 15 of the UNA Constitution.
2. Where such a complaint has been received, the President of the UNA shall notify the Executive Board and the Executive of the Chartered Local, in writing, enclosing a copy of the complaint.
3. The complaint shall be the subject of discussion and decision at the next Executive Board Meeting or a Special Executive Board Meeting of the UNA.
4. The Local Executive and the complainant shall be advised of the date of this Board Meeting and shall be invited to attend.
5. The decision of the Executive Board shall be made in accordance with Article 15.06 of the UNA Constitution.
6. Where the Executive Board makes a decision to conduct an investigation, an Investigating Committee shall be appointed by the Board. The motion for investigation shall include:
  - a. Term of the Committee.
  - b. A reasonable amount of time within which the Committee shall conduct its investigation and compile its report, considering the urgency of the circumstances.

## PROCEDURE-18.8

7. The Committee shall consist of:
  - a. Two Executive Board Members.
  - b. The LRO assigned to the Chartered Local (or alternate).
8. Where an Investigating Committee is appointed by the Board, each member of the Chartered Local, the complainant, and the Investigating Committee shall be advised in writing, by the President, of:
  - a. The complaint.
  - b. The decision of the Board.
  - c. The Investigating Committee members.
  - d. The Terms of Reference for the Committee.
  - e. The investigating procedure.
9. Where the Executive Board makes a decision NOT to conduct an investigation, no further action shall be taken on the complaint, nor can it be resubmitted on the basis of the allegations made without obtaining new evidence.

**NOTE:** *Trusteeship Reports are not confidential but are released to UNA members only upon request.*



## Locals – Employment Insurance Rebate Trust Funds

**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING -FEBRUARY 2019

All Locals that have EI funds will adopt an internal policy Re: the administration of EI funds in accordance with the following procedure. The Locals must submit a copy of the policy and minutes of the Local AGM at which the policy was approved to the Secretary/Treasurer of UNA.

### Purpose Of The Funds

The Fund is to reimburse eligible Employees within the UNA bargaining unit for their portion of the EI premium reduction in accordance with Revenue Canada Guidelines and policy. Reimbursement to be administered by the eligible UNA Locals and used to support continuing education expenses for all Employees at a worksite within that Local to whom the reduced rates apply.

Eligible is defined as a UNA bargaining unit Employee at a worksite within that Local who is regular or temporary full-time, 0.4 FTE or greater or a Benefit Eligible Casual Employee (BECE).

1. The Employer shall submit to UNA or the Locals at least quarterly, the EI rebate. If the funds are submitted to UNA, the Rebates shall be distributed to the Locals based on the number of eligible employees in the Local.
2. Financial records will be kept and will be available for audit.
3. Each eligible Local must keep accurate records of fund usage and submit the report to UNA Provincial Office on a quarterly basis. Locals may establish the EI fund through Centralized accounting.
4. Each eligible Local must establish an EI Fund Committee and appoint an EI Fund Administrator.
5. Each Local shall establish Local criteria for disbursement of funds based on the following:
  - a. The money will applied in an equitable manner.
  - b. Funding for non compulsory education expenses shall be available to all employees covered by the collective agreement.
  - c. Education expenses may include conference funding, Local educationals, guest speakers, workshops, seminars, writing certification exams or recertification, non-credit courses and credit courses from an accredited post secondary institution. The amount of eligible funding will be determined yearly at the Local Annual General meeting.
  - d. Funding for the above will be subject to submission of an application to the EI Fund Committee or Administrator of each Local. Receipts are required for all funding received. Expenses to be covered may include registration, travel, accommodations and applicable course supplies.
  - e. Employees are not eligible to receive salary replacement from the fund except funding may be allocated annually for the EI Fund Administrator and Committee to administer the fund.

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## Locals – Mergers/Transfers

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REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING -FEBRUARY 2007

**This procedure is to be used in all cases where two or more chartered locals choose to merge or transfer.**

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Pursuant to Article 16.02, Appendix A Bylaw XVI of the United Nurses of Alberta Constitution, when a Chartered Local merges/transfers its jurisdiction, rights, privileges, duties and assets in whole or in part for any reason:

1. The Chartered Local shall advise the Provincial Office of United Nurses of Alberta, if merger/transfer is requested.

A Local shall contact the District Representative or an Executive Officer to assist the Executive with the merger/transfer process and shall invite the District Representative and Executive Officers to attend the merger/transfer meetings of the Chartered Locals.

2. In the event of a transfer of all or part of a Local, the Chartered Local of the transferring Local shall forward a list of names of those members transferring to Provincial Office. Rebates and part-time Local funding will be adjusted accordingly. New membership cards will be issued by Provincial Office.
3. The Local that is merging/transferring, in consultation with Representative(s) from Provincial Office, shall determine the method of liquidation and or transfer of properties and funds that will be transferred to the receiving Local. Any outstanding debts of the Chartered Local shall be noted at this time, and the appropriate motions for payment of the debts shall be made at the merger/transfer meeting.

The consultation shall include but not limited to:

- a. The Chartered Local shall review the Local financial books with the Representative(s) of Provincial Office including debts (loans, leases, rent, etc.) and assets (equipment, cash, investments, etc).
  - b. Significant outstanding financial and legal obligations of the Local (arbitrations).
4. The Chartered Local shall make the appropriate motions for Merger/Transfer of the Local.
  5. The Local shall hold a meeting to achieve the transfer/merger mandate.

The Local shall conduct a ratification vote as per Article 11 of UNA's Constitution.

The Local shall forward the minutes of the meeting and ratification vote results to Provincial Office.

The Local merger/transfer shall be directed to the Executive Board for approval.

## PROCESS

# Merger/Transfer of Entire Local

## Bylaw XVI: Merger

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- a. One (1) or more Chartered Local(s) must be willing to transfer.
- b. Another Local(s) must be willing to receive the Chartered Local.

### Local "A" (Transferring Local)

If there is to be a Merger/Transfer of the entire Local:

1. Local "A" contacts an Executive Officer at the Provincial Office.  
The Executive Officer will notify the various departments within the office that a merger may be pending. (Labour Relations, Finance, Systems and Membership)
2. Local "A" contacts the District Representative assigned to their Local.
3. The Executive Officer and the District Representative will attend the meetings and assist the Local with the merger/transfer process.
4. Local "A" must:
  - Call a meeting of the Local.
  - Reasonable notice must be given of the meeting.
  - Meeting notice must identify the purpose of the meeting.
  - Invite an Executive Officer and the District Representative to attend the meeting.
5. Prior to a meeting being called to approve the motions to merge/transfer, the Local must consult with a representative from the Provincial Office regarding financial matters.

Local Executive shall review the Local financial books with representatives from Provincial Office.

Discussions shall include, but not be limited to: outstanding debts, (loans, leases, rent, etc.) and assets (equipment, cash, investments, etc.) the method of liquidation and or transfer of properties and funds.

The transfer of funds and properties shall be to the receiving Local.

6. At the meeting, the following motions must be approved:
  - MOTION #1:** Local "A" transfer jurisdiction, rights, privileges, duties and all assets to Local "B" subject to a 2/3 majority ratification vote as per Article 11 of the Constitution.
  - MOTION #2:** All outstanding debts shall be paid in full prior to any funds being transferred.
  - MOTION #3:** The Ratification vote will be held \_\_\_\_\_ date, time, place.

**NOTE:** Ratification vote must be at least 24 hours after the information meeting.  
Notice of Ratification vote must be posted.

Ratification votes are conducted in accordance with Article 11 of the Constitution

7. The minutes of this meeting must be sent to the Executive Administrative Assistant at Provincial Office.

## PROCEDURE-18.10

8. Ballots are produced (see sample) by Provincial Office.
9. Vote occurs in accordance with Article #11 of the Constitution.

The Ratification Vote requires 2/3 majority to pass.

***NOTE:*** The “Declaration of Vote” form must be completed with the results of the vote and be sent to the Executive Administrative Assistant at the Provincial Office.

10. The Local Executive of Locals A and B shall exchange the results of their ratification votes.

## PROCESS

## Merger/Transfer of Entire Local

**Bylaw XVI: Merger**

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- a. One (1) or more Chartered Local(s) must be willing to transfer.
- b. Another Local(s) must be willing to receive the Chartered Local.

**Local "B" ( Receiving Local )**

1. Local "B" must:
  - Call a meeting of the Local.
  - Reasonable notice must be given of the meeting.
  - Meeting notice must identify the purpose of the meeting. (To approve the transfer of Local "A" to Local "B")
  - Invite an Executive Officer and the District Representative to attend the meetings.

At the Local "B" meeting the following motions must be made:

**MOTION #1 :** Local "B" approve the merger/transfer of Local "A" in whole to Local "B" subject to a 2/3 majority ratification vote as per Article 11 of the Constitution.

**MOTION #2:** A Ratification vote be held \_\_\_\_\_ (date, time, place.)

**NOTE:** Ratification vote must be at least 24 hours after the information meeting.  
Notice of Ratification vote must be posted.

The vote occurs in accordance with Article 11 of the Constitution.

The Ratification vote requires a 2/3 majority to pass.

2. Minutes of the meeting must be sent to the Executive Administrative Assistant at the Provincial Office.
3. Ballots are produced. (See sample) by Provincial Office.
4. Ratification Vote takes place.

**NOTE:** The "Declaration of Vote" form must be completed with the results of the vote and be sent to the Executive Administrative Assistant at the Provincial Office.

5. The Local Executive of Locals A and B shall exchange the result of their ratification votes.
6. Once all the minutes with the proper motions and results of the ratification votes have been received in the Provincial Office, the Executive Board will consider approving the merger/transfer.
7. Following the Executive Board approval/disapproval, an Executive Officer or a District Representative will notify the Locals involved.
8. If the merger/transfer has been approved by the Executive Board, new membership cards will be issued to the transferred members.

## Merger/Transfer of a Portion(s) of a Local

### Bylaw XVI: Merger

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- a. One (1) or more Chartered Local(s) must be willing to transfer.
- b. Another Local(s) must be willing to receive the Chartered Local.

### Local "A" (Transferring Local)

Local "A" (Transferring Local) wants to transfer a portion(s) or a specific number of duespayers to Local (B) (Receiving Local).

1. Local "A" contacts an Executive Officer at the Provincial Office.

The Executive Officer will notify the various departments within the office that a merger may be pending. (Labour Relations, Finance, Systems, and Membership)

2. Local "A" contacts the District Representative assigned to their Local.
3. The Executive Officer and the District Representative will attend the meetings and assist the Local with the merger/transfer process.
4. Local "A" must:
  - Call a meeting of the Local.
  - Reasonable notice must be given of the meeting.
  - Meeting notice must identify the purpose of the meeting.
  - Invite an Executive Officer and the District Representative to attend the meeting.
5. At the Local "A" meeting the following motions must be made:

**MOTION #1:** Local "A" transfer jurisdiction, rights, privileges, duties, and assets of the \_\_\_\_\_ portion of Local "A" to Local "B"

Subject to a 2/3 majority ratification vote as per Article 11 of the Constitution.

Local "A" may choose to transfer some funds to Local "B".

If a transfer of funds is to take place, the following motion must be made:

**MOTION #2:** Local "A" transfer \_\_\_\_\_ to Local "B".  
e.g.) - a portion (1/4, 1/3, 1/2, or all ) of funds

- a specific amount
- an amount prorated on the number off duespayers transferring

**MOTION #3:** The Ratification vote will be held \_\_\_\_\_ (date, time, place.)

**NOTE:** Ratification vote must be at least 24 hours after the information meeting.

Notice of Ratification vote must be posted.

6. Minutes of all meetings regarding a merger/transfer must be sent to the Executive Administrative Assistant at the Provincial Office.
7. Ballots are produced (see sample) by Provincial Office.

8. Vote occurs in accordance with Article 11 of the Constitution.

The Ratification Vote requires 2/3 majority to pass.

**NOTE:** *The “Declaration of Vote” form must be completed with the results of the vote and be sent to the Executive Administrative Assistant at the Provincial Office.*

9. Local “A” sends a list of names of those members who will transfer, to the Executive Administrative Assistant at the Provincial Office.
10. The Local Executive of Locals A and B shall exchange results of their ratification votes.

## Merger/Transfer of a Portion of a Local

### Bylaw XVI: Merger

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- a. One (1) or more Chartered Local(s) must be willing to transfer.
- b. Another Local(s) must be willing to receive the Chartered Local.

### Local "B" ( Receiving Local )

1. Local "B" must:
  - Call a meeting of the Local.
  - Reasonable notice must be given of the meeting.
  - Meeting notice must identify the purpose of the meeting. ( to approve the transfer of Local "A" to Local "B").
  - Invite an Executive Officer and the District Representative to attend the meetings.
2. At the Local "B" meeting the following motions must be made:
 

**MOTION #1:** Local "B" approve the transfer of Local "A" (in part) to Local "B".  
Subject to a 2/3 majority ratification vote as per Article 11 of the Constitution.

**MOTION #2:** A Ratification vote be held \_\_\_\_\_ (date, time, place.)  
***NOTE:** Ratification vote must be at least 24 hours after the information meeting.  
Notice of Ratification vote must be posted.*
3. Minutes of the meeting must be sent to the Executive Administrative Assistant at the Provincial Office.
4. Ballots are produced. (See sample) by Provincial Office.
5. The vote occurs in accordance with Article 11 of the Constitution.  
The Ratification Vote requires 2/3 majority to pass.  
  
***NOTE:** The "Declaration of Vote" form must be completed with the results of the vote and be sent to the Executive Administrative Assistant at the Provincial Office.*
6. Once all the minutes with the proper motions and results of the ratification votes have been received in the Provincial Office, the Executive Board will consider approving the merger/transfer.
7. Following the Executive Board's approval/disapproval, an Executive Officer or a District Representative will notify the Locals involved.
8. If the merger/transfer has been approved by the Executive Board, new membership cards will be issued to the transferred members.



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# Locals - Operating Requirements

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REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING JUNE 2021

## 1. Local Executive

All members in good standing of the Local are eligible to be elected to the Local Executive.

- There shall be a minimum of 3 Executive Officers.
- The positions of President and Vice-President shall not be combined with any other Executive position.
- The Executive shall meet at least once every 4 months.
- A Local Executive, who is no longer a member of the Local, must vacate the Executive position forthwith.

## 2. Unit/Office Representatives

The Local shall provide an opportunity for each Unit/Office to have a representative.

The Roles and Responsibilities of the Unit/Office Reps include the following:

- Observes and communicates workplace issues to the Local Executive.
- Be the Frontline representatives of the Union both to the Members and to the Employer.
- Contact new Employees as soon as possible.
- Ensure that new Employees have signed a membership card and submit the card to the Local Executive.
- Post notice of Local meetings and all other applicable UNA communications.
- Ensure that Local Executive Unit/Office Representative contact information is posted.
- Have a basic familiarity with the applicable UNA Collective Agreement.
- Direct questions to appropriate Local Executive Officer; ensure responses are communicated to members.
- Attend Local Meetings when possible.

## 3. Grievance

- The Local Executive, in conjunction with Labour Relations, shall be responsible for processing grievances.

## 4. Committees

- The Local shall elect Members to the Committees as outlined in the Collective Agreement. Committee membership may involve more than just the Local Executive.
- If the Local does not elect/assign a member to Committees outlined in their Collective Agreement, the Local Executive will assume responsibility for all Committees.

**5. Meetings**

- There shall be a minimum of 4 Local Meetings per year, one of which shall be an Annual General Meeting (AGM).
- The Local Annual General Meeting shall be held by December 31 of each year, at which time elections shall be held and the budget presented and approved.
- Notice of a local meeting at which an election is to occur shall include the following: date, time, location, position(s) for election, term of position(s), nomination deadline, and polling times for election of candidates.
- Meetings may be held in person and/or remotely. Method(s) of meeting will be included on the notice of meeting. The meeting must be synchronistic.
- Locals shall ensure all members attending a Local Meeting have their names recorded.
- Only Local UNA members attending the meeting are eligible to vote.
- Voting shall occur during the formal meeting. The election shall be determined by the member who receives the most votes or by preferential ballot process.
- Voting must occur either all in person or all using an electronic voting platform. Should a technical problem occur preventing completion of an election, those members registered as attending shall remain eligible to vote. The election must be completed within 1 week barring extenuating circumstances.
- Where a tie vote occurs, a second vote shall be held between the tied candidates. If the second vote results in a tie, the successful candidate will be determined by a random draw.
- The minutes of all meetings shall be available to the members and subject to approval at the next Local meeting. All minutes must be posted to the Local Executive Conference.
- Locals shall invite their assigned District Representative to attend at least 1 meeting per year.
- A Local Representative (President or alternate) is expected to attend all UNA provincially funded meetings. These include but are not limited to: District Meetings, Annual General Meetings, Demand Setting Meetings and Reporting Meetings. If a Local Representative is unable to attend, the assigned District Representative shall be notified.

**6. Finances**

- The approved budget for the next fiscal year shall be submitted to the Provincial Secretary/Treasurer by January 31st of the following year.
- Should the approved budget not be submitted as outlined, the Local Funding will not continue past February 28th. Funding will be reinstated, but will not be retroactive, when the budget is received by the Secretary/Treasurer.
- When requested by Provincial Office – Locals shall provide specified financial documents to the Provincial Office in a timely manner.
- Union funds and property belong to the Union as a collective entity and not to individual components or members of the Union, and may only be expended for legitimate Union purposes.

**7. Communications**

- The Local President or designate shall access UNANet a minimum of 2X week and respond to requests in a timely manner.
- Each Local of UNA will be provided with a UNA computer as per Procedure “Computers”.

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# Locals - Operating Requirements

## Multi-Bargaining Unit Locals

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REFERENCE: LAST AMENDED: ANNUAL GENERAL MEETING 2016

### 1. Local Executive

All members in good standing of the Multi-Bargaining Unit Local (MBUL) are eligible to be elected to the Local Executive.

- There shall be a minimum of 3 Executive Officers.
- The positions of President and Vice-President shall not be combined with any other Executive position.
- The Executive shall meet at least once every 4 months.
- A Local Executive, who is no longer a member of the Local, must vacate the Executive position forthwith.

### 2. Bargaining Unit Representatives

The Multi-Bargaining Unit Local shall provide an opportunity for each Bargaining Unit to have representation by a Bargaining Unit Representative. The Roles and Responsibilities of the Bargaining Unit Reps include the following:

- Observes and communicates workplace issues to the Local Executive.
- Be the Frontline representatives of the Union both to the Members and to the Employer:
- Contact new Employees as soon as possible.
- Ensure that new Employees have signed a membership card and submit the card to the Local Executive.
- Post notice of Local meetings, Executive/Bargaining Unit Rep contact information and all other applicable UNA communication.
- Have a basic familiarity with the applicable UNA Collective Agreement.
- Direct questions to appropriate Local Executive Officer, ensure responses are communicated to members.
- Attend Local Meetings when possible.

### 3. Grievance

- The Local Executive, in conjunction with Labour Relations, shall be responsible for processing grievances.

### 4. Committees

- The Local shall elect Members to the Committees as outlined in the Collective Agreement(s).
- Committee membership may involve more than just the Local Executive. Each Bargaining Unit shall have the ability to assign/elect a committee member to all committees outlined in their Collective Agreement. If the Bargaining Unit does not assign/elect a member to Committees outlined in their Collective Agreement, the Local Executive will assume responsibility for all Committees.

## **5. Meetings**

- There shall be a minimum of 4 Local Meetings per year, one of which shall be an Annual General Meeting (AGM).
- The Local Annual General Meeting shall be held by December 31 of each year, at which time elections shall be held and the budget presented and approved.
- Notice of a local meeting at which an election is to occur shall include the following: date, time, location, position(s) for election, term of position(s), nomination deadline, and polling times for election of candidates.
- Meetings may be held in person and/or remotely. Method(s) of meeting will be included on the notice of meeting. The meeting must be synchronistic.
- Locals shall ensure all members attending a Local Meeting have their names recorded.
- Only Local UNA members attending the meeting are eligible to vote.
- Voting shall occur during the formal meeting. The election shall be determined by the member who receives the most votes or by preferential ballot process.
- Voting must occur either all in person or all using an electronic voting platform. Should a technical problem occur preventing completion of an election, those members registered as attending shall remain eligible to vote. The election must be completed within 1 week barring extenuating circumstances.
- Where a tie vote occurs, a second vote shall be held between the tied candidates. If the second vote results in a tie, the successful candidate will be determined by a random draw.
- The minutes of all meetings shall be available to the members and subject to approval at the next Local meeting. All minutes must be posted to the Local Executive Conference.
- Locals shall invite their assigned District Representative to attend at least 1 meeting per year.
- A Local Representative (President or alternate) is expected to attend all UNA provincially funded meetings. These include but are not limited to: District Meetings, Annual General Meetings, Demand Setting Meetings and Reporting Meetings. If a Local Representative is unable to attend, the assigned District Representative shall be notified.

Bargaining Units may have meetings specific to an individual Bargaining Unit ie Bargaining Unit Demand Setting. These meetings will be arranged by the Local Executive in consultation with the Bargaining Unit Representative.

## **6. Finances**

- The approved budget for the next fiscal year shall be submitted to the Provincial Secretary/Treasurer by January 31st of the following year.
- Should the approved budget not be submitted as outlined, the Local Funding will not continue past February 28th. Funding will be reinstated, but will not be retroactive, budget is received by the Secretary/Treasurer.
- When requested by Provincial Office – Locals shall provide specified financial documents to the Provincial Office in a timely manner.

Union funds and property belong to the Union as a collective entity and not to individual components or members of the Union, and may only be expended for legitimate Union purposes.

As per Funding 12, Multi-Bargaining Unit Locals that administer more than one Collective Agreement are entitled to an additional 4.25 hour per month, for each additional separate Employer Agreement.

## 7. Communications

- The Local President or designate shall access UNANet a minimum of 2X week and respond to requests in a timely manner.
- Each Local of UNA will be provided with a UNA computer as per Procedure “Computers”.
- Local Executive is expected to communicate with Bargaining Unit Reps prior to each Local meeting and as issues arise.

## Locals - Seniority Tie Breaking

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MARCH 2015

For Employees with the same seniority date a UNA computer generated random draw will take place to determine the ranking - this ranking will be permanent for all purposes within the Bargaining Unit.

Any Employee importing seniority from another bargaining unit or reestablishing seniority after a break in service shall be placed as the least senior of the Employees with that same seniority date.

If multiple Employees are importing seniority with the same seniority date the ranking will be determined by a UNA computer generated random draw of those Employees. Those Employees will be placed at the bottom of the existing Employees with the same seniority date.

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## Locals - Social Media Guidelines for UNA Locals

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**REFERENCE:** ADOPTED: EXECUTIVE BOARD MEETING JUNE 2021

United Nurses of Alberta is committed to transparent communication with members and the general public through the use of social media platforms.

UNA Locals are responsible for creating and administering their own social media accounts. The UNA Communications Department supports Locals using social media to ensure that the platforms are used effectively.

Locals are encouraged to use social media to engage with and inform their membership of union activities and updates relevant to the labour movement, the health care system, and the nursing profession.

Locals should encourage their members to engage in respectful debate and discussion.

As administrators of social media accounts, each Local is within its rights to remove abusive, defamatory, or discriminatory comments. Commenters who are abusive or not UNA members can be blocked if the Local deems necessary.

Comments should be removed if they contain inappropriate or vulgar language, are not relevant to UNA or the subject matter, are spam or another form of advertising, or are in violation of federal or provincial law.

Locals should be aware of its legal and ethical responsibilities to maintain privacy and confidentiality and respect the privacy of coworkers and patients, residents and clients. Locals should also avoid making remarks that could be seen as disparaging or embarrassing about their employer.

Local administrators should familiarize themselves with the privacy settings and policies of the social networks, create strong passwords and change them frequently.

UNA's Communication Department provides advice to Locals on how to create and engage members using social media. The Communications Department can also provide Locals with appropriately sized images to use as profile and header photos for social media accounts.

## Locals - Trusteeship

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING JUNE 2019

The Terms of Reference for Trusteeship be adopted as follows:

### Jurisdiction

Trustees for Chartered Locals shall be appointed by the Executive Board pursuant to the provisions of Article 15.05 of the UNA Constitution.

The actions of the Executive Board under Article 15.05 may be appealed to the Annual General Meeting of UNA.

### Purpose

The purpose of Trusteeship is to effect the reorganization of the Chartered Local.

Trustees shall assist the Chartered Local to amend and rectify any policies or activities contrary to the principles, policies and Constitution of UNA.

If the Chartered Local is not reorganized within a period of one year, the funds and properties shall revert to the provincial funds of UNA in accordance with Article 15.06 of the UNA Constitution.

### Objectives

1. The Trustees shall assess the Chartered Local's ability and willingness to be reorganized.
2. Following this assessment the Trustees shall issue a report to the Executive Board, and shall recommend reorganization of the Local or revocation of the Charter.

### Lines Of Communications

1. Communication between the Trustees will be daily as needed and no less than weekly.
2. Consensus of the Trustees shall be reached prior to any written or E-mail communication pertaining to the Trusteeship.
3. The Trustees shall communicate with the Executive Officers as needed.
4. The Trustees shall provide a written report to each Executive Board Meeting.

### Process

1. The Trustees shall select a Chair, Vice-Chair and if necessary a Secretary/Treasurer.
2. The UNA Provincial Office will provide, to the Employer, the names of the Trustees assigned to the Local.
3. Where the Executive Board orders, the Trustees shall take immediate possession of all funds, books, properties and records of the Chartered Local in accordance with the provisions of Article 15.06 of the UNA Constitution.
4. Where the Executive Board orders, the Trustees shall have authority to bring appropriate legal proceedings to secure such funds, properties, books and records in accordance with the provisions of Article 15.06 of the UNA Constitution.



5. The Trustees shall maintain the integrity of the Chartered Local by ensuring that all the roles and responsibilities of a UNA Local Executive are being fulfilled.
6. The Trustees shall assess the operational, educational and functional needs of the Chartered Local.
7. The Trustees shall facilitate and implement a plan to fulfill the identified needs of the Chartered Local.
8. The Trustees, in consultation with the Executive Officers, shall organize democratic elections for Local Executive positions, pursuant to Appendix “A” or “B” of the UNA Constitution.
9. The Trustees shall monitor and assist the newly elected Local Executive to ensure fulfillment of their roles and responsibilities under the UNA Constitution and Bylaws.
10. The Trustees shall make final recommendations to the Executive Board for:
  - a. Discontinuation of the Trusteeship of the Chartered Local.
  - b. Revocation of the Charter of the Local.

### **Discontinuation Of Trusteeship - Criteria**

The Trustees shall recommend discontinuation of the Trusteeship of a Chartered Local, provided that the following criteria have been met to the satisfaction of the Trustees:

1. Local Executive elections have occurred in accordance with the UNA Constitution and Local Bylaws.
2. All elected officers and committee members have attended appropriate educational workshops provided for by UNA.
3. The newly elected Executive in collaboration with the Trustees, shall develop a budget. The budget shall be approved at a Local meeting.
4. The Chartered Local is operating and functioning in accordance with the UNA Constitution and Bylaws, and the principles and policies.

### **Revocation Of The Charter**

The Trustees shall recommend Revocation of the Charter of the Local when:

1. The Trustees are not satisfied that the Chartered Local is operating or functioning in accordance with the UNA Constitution and Bylaws, and the principles and policies.
2. The Trustees have reason to believe that the Chartered Local shall not be operating or functioning in accordance with the UNA Constitution and Bylaws and the principles and policies in the future.
3. If a Charter is to be revoked, a Chartered Local shall be entitled to a fair hearing before the Executive Board as per Article 5.05 (b) of the UNA Constitution.

### **Funding Of Locals In Trusteeship**

The resources of the Local shall be utilized to support the reorganization of the Local.

Locals in Trusteeship shall be eligible to receive funding equal to the amount of funding the Local was entitled to prior to the Trusteeship. This will include the funding available to the Local in accordance with current UNA Policies and the UNA Constitution.

## **PROCEDURE-18.15**

If the costs of the Trusteeship and/or Trustees (exclusive of expenses) exceed the rebates and part-time executive funding of the Local, the Trustees shall make application to the Executive Officers to access financial assistance which may include Local Crisis Fund. All such financial assistance shall be considered a grant.

### **Transfers of Assets: Allocation of Duespayers to another Local**

When duespayers at an existing Local in Trusteeship are allocated to another Local(s), the Trustees shall recommend to the Executive Board any funds/assets (if available) to be transferred to the receiving Locals(s). Consideration shall be given to what may be required to encourage participation and integration of the allocated duespayers at the receiving Local(s). Any funds and assets that are not transferred shall be returned to UNA as per Article 15.06(a) of the Constitution.

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## Locals - Unique Employment Options to Support Recruitment and Retention

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING - AUGUST 2016

Where an Employee/Employer requests any of the options under the Letter of Understanding regarding Unique Employment Options to Support Recruitment and Retention, the Local shall agree.

## Locals - Weekend Worker

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING - NOVEMBER 2007

Where an Employee or Employer makes a request for a Weekend Worker schedule the Local shall agree.

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## Locals - Workers Compensation Board (WCB)

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**REFERENCE:** LAST AMENDED: ANNUAL GENERAL MEETING - 2007

All UNA Locals shall provide Workers Compensation Board coverage to their members who are eligible. The cost of coverage shall be borne by the Local.

## Membership Associate

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2019

In accordance with the provisions of Article 3.08 of the UNA Constitution, members who have retired or resigned and are therefore no longer paying dues to UNA shall be eligible for Associate Membership.

### Criteria

1. An individual seeking Associate Membership shall submit a written request to the Executive Officers of UNA.
2. The Executive Officers shall review the request and may grant or deny the request for Associate Membership status. The decision of the Executive Officers shall be communicated to the applicant and the Chartered Local where the applicant was last a member. If the Executive Officers deny the application, the member may appeal the decision to the Executive Board.
3. The Executive Board shall have the power to revoke Associate Membership if at any time the Associate Member is found to be in conflict with the UNA Constitution or Policies or is working in the interest of any organization competing with the UNA.
4. Associate Members shall be entitled to attend a Local, District and Provincial Delegate Meetings of UNA as a guest as follows:
  - a. Attendance to a Local meeting is subject to prior approval from the Local President.
  - b. Attendance to a District meeting is subject to prior approval from the District Chair,
  - c. Attendance to a Provincial delegate meeting is subject to prior approval from the President of UNA.
  - d. All costs for such attendance shall be borne by the Associate Member.
5. Associate Members shall not be entitled to hold elected office in UNA or vote at meetings of UNA.
6. Associate Members shall not be included in the Local count when establishing delegate entitlement, District Representative entitlement or when calculating Local funding.
7. Associate Members shall receive the UNA News bulletin, and have access to UNA Net, excluding DMS, and Negotiations Conference.
8. Up to five Associate UNA members (per year) would be provincially funded to attend the Annual General Meeting. The funding would include transportation (to a maximum of \$750.00), accommodations, and meals (including a ticket to the banquet). If more than five members applied then a lottery would be held to determine the attendees.

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## Membership Cards

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING - MARCH 2018

Membership Cards shall be issued annually.

### Local Issuing of Temporary Cards

1. Locals may authorize Union Representatives of other Locals to sign temporary membership cards on their behalf.
2. Authorization shall be in writing.
3. The signed membership card shall be forwarded to the new members' Local.
4. There shall be an expiry date of four (4) months from the date of issue for temporary membership cards.

### Newly Organized Groups of Members

Labour Relations Officers shall submit signed membership cards, Labour Relations Board petitions and/or proof of memberships (current members of an existing UNA Local) to the Provincial Office. The Membership Secretary shall enter these names as pending members.

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## Membership - Duespayer & Employee Information

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING - MARCH 2017

All member and duespayer personal information is confidential and must be maintained in a manner to ensure privacy. Information shall be used only when required to conduct the business of the Union. Business of the Union does not include campaigning for the purposes of election.

All Employees are assigned a homesite by the Employer. A casual Employee's membership lies with the homesite, which has been assigned by the Employer. To change their homesite the casual member makes a request to the Employer or Employer designate.

When a member goes from one institution to another, and changes Employer, the member must sign a new application for membership at that institution if the member wishes to retain his/her UNA membership.

The Local or Provincially Administered Unit (PAU) shall send signed Applications for Membership to the PO Membership Secretary. Eligible individuals will be added to the UNA membership records.

Locals or PAUs are required to send signed Applications for Membership to the Provincial Office Membership Secretary. Upon receipt of the Applications, the Provincial Office Membership Secretary will add eligible individuals to the UNA membership records.

The Membership Secretary, Provincial Office shall delete from the membership list any members whom the list of duespayers from the employer indicate has terminated, or for whom no dues have been deducted for fourteen (14) months. The Membership Secretary shall not delete the member from the membership list if the list of dues payers from the employer indicates the member is;

- On approved leave of absence.
- On layoff.
- Grieving termination.

### Voluntary Resignations

Local Presidents or PAU Administrators shall have the responsibility of notifying Provincial Office if a member resigns his/her membership in the face of charges.

### Address and Executive Changes/Procedures

The Local or PAU shall advise the Provincial Office of any Executive Changes and any address changes for members.

### District Membership List

Local Executive and PAU contacts address and phone number up-dates shall be sent to District Representatives, for their own District.



## Dues and Employee Information

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Duespayers information and employee lists received from the Employer, will be provided to Locals/PAUs. Locals/PAUs are required to review information, and to identify to the Director of Finance and Administrative Services (DFAS), any situations where the Employer does not appear to be deducting dues appropriately. Locals/PAUs shall also utilize this information to identify duespayers who are not signed members.

### Membership Ineligibility List

1. The Membership Secretary in Provincial Office shall maintain a master list of those persons who are ineligible for membership either through voluntary resignation in the face of disciplinary charges or who have been disciplined by the Executive Board.
2. Upon the receipt of membership application forms in Provincial Office, the Membership Secretary will cross-check such applications against the master list of people ineligible for membership.
3. If a person who is ineligible for membership has signed an application form, their application shall be referred to the President of UNA for follow-up.

## Membership Lists

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2017

UNA membership lists shall be confidential.

There shall be no unauthorized release of membership mailing lists.

A request to release or utilize the UNA membership list shall require Executive Board approval.

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# Membership Reinstatement

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING – JUNE 2017

Where a member is expelled or resigns in the face of charges, such member should be made aware of the reinstatement to membership requirements prior to such action.

## Persons Applying For Membership Reinstatement

### Procedure

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1. The applicant shall apply to the Executive Board as per Article 7 of the UNA Constitution.
2. Prior to the Executive Board considering an applicant for reinstatement into UNA:
  - a. The applicant shall meet with the District Representative and Local President or designate. The purpose of these meetings is to determine the applicant's understanding of the principles of UNA and their commitment to UNA.
  - b. Upon completion of such meetings, the applicant must apply to the Executive Board and shall state their reasons for resignation (if applicable) and the reasons for seeking membership reinstatement in UNA.
  - c. The applicant must submit a letter of reference from both their Local President or designate and the District Representative. The Local President, prior to providing an applicant with a letter of reference, must receive unanimous approval from all members of the Local Executive at a Local Executive Meeting.

Between Meetings of the Executive Board, and when an applicant meets the criteria outlined in 2 a, b, and c, to the unanimous satisfaction of the Executive Officers, the Executive Officers shall seek unanimous Executive Board approval by Board poll for membership reinstatement for the applicant.

## Mutual Agreements – Decision Making on Areas of Collective Agreements

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING – JUNE 2018

### Where Agreement by the Local or Union is Required

In each case, decision making must be exercised in good faith, objectively and honestly, after a thorough study of the situation, taking into account the significance of the matter and of its consequences for the Employee on the one hand and for the Local or Union on the other hand. The Local or Union's decision must not be arbitrary, capricious, discriminatory or wrongful. The representation by the Local or Union must be fair, genuine and not merely apparent, undertaken with integrity and competence, without serious or major negligence, and without hostility towards the Employee.

**Note:** Throughout this Procedure, we have used the numbering system found in the Provincial Agreement, but this policy is intended to apply to all UNA Collective Agreements.

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
7.02(f) Hours of Work and Scheduling	This section applies subject to Article 7.02(f.1) and unless otherwise agreed in writing by the Local and the Employer.	<ol style="list-style-type: none"> <li>1. Process for Waiver of 2/5 Day Duty  When a request is made for a waiver of 2/5 day duty, the Local President will discuss the request with Employees on the affected unit, program or site (whichever is applicable) and the Labour Relations Officer. A copy of the shift schedule will be provided. If approved by the Director of Labour Relations and Executive Officers, a secret ballot vote shall be conducted by the Local or Union. Those eligible to vote are those Employees who hold a regular or temporary position on the affected unit, program or site (whichever is applicable). This includes Employees who are on leave as well as the Employee who is in a temporary position covering for that leave. The Local shall make reasonable efforts to contact the Employees who are on a leave. If 80% of those voting approve the waiver, then the Local shall agree.</li> </ol>

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
<p>7.03 Hours of Work and Scheduling</p>	<p>(a) Shift schedules shall be posted 12 weeks in advance. (b) In the event of unusual circumstances, the Employer and the Local may agree in writing on a shorter time period than 12 weeks</p>	<p>1. Process for Waiver of 12 Week Posting A secret ballot vote shall be conducted by the Local. Those eligible to vote are:</p> <ol style="list-style-type: none"> <li>1. all Employees who hold a regular or temporary positions in that unit, program or site (whichever is applicable) except those who are on a leave and not expected to return within three months. This includes those Employees on a leave and are expected to be on leave for less three months, and Employees who are in temporary positions covering for leaves of greater than three months.</li> </ol> <p>This may result in more individuals voting than there are lines in a rotation. The Local shall make reasonable efforts to contact the Employees who are on leave to ascertain their expected return date and to allow the Employee to exercise their right to vote.</p> <p>If 100% of those voting approve the waiver, the Local shall agree.</p>
<p>7.07 Hours of Work and Scheduling</p>	<p>The Employer shall not unreasonably refuse to implement a contractually compliant shift schedule developed by the Employee(s) and the Local.</p>	<ol style="list-style-type: none"> <li>1. In order for the Local to support an Employee developed schedule, 80% support of all Employees on the unit, program or site (whichever is applicable) would be required.</li> </ol>
<p>14.02(e) Promotions, Transfers and Vacancies</p>	<p>Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.</p>	<ol style="list-style-type: none"> <li>1. The Local Executive, in consultation with the affected Employee shall, based on the rational provided by the Employer determine whether or not the Local will agree.</li> </ol>
<p>14.15 (a)(v) Decreasing or Increasing regular hours of work</p>	<p>A Regular Full-time or Regular Part-time Employee cannot decrease their FTE to less than a .4 FTE pursuant to Article 14.15, unless otherwise agreed between the Employer and the Local.</p>	<p>To be determined by the Local Executive in consultation with the affected Employee.</p>
<p>14.15 (c) Decreasing or Increasing regular hours of work</p>	<p>(c) No Employee may decrease or increase their regular hours of work pursuant to Article 14.15 more frequently than once in a calendar year unless otherwise agreed between the Employer and the Local.</p>	<p>In each situation the Local Executive shall determine if any other Employee on that unit, program or site (whichever is applicable) would be negatively affected. If none are identified the request will be approved by the Local.</p>

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ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
<p>15.01(b) Layoff and Recall</p>	<p>The Employer and the Union shall meet prior to a possible reduction in the workforce or a notification of position elimination. The purpose of this meeting is to discuss the extent of the planned reduction or position eliminations, how the reduction or position elimination will take place, review the current seniority list, the manner in which information will be provided to affected Employees and discuss other relevant factors. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.</p>	<p>1. The affected Local shall notify the other Locals of a potential reduction in the workforce, in the Bargaining Unit Conference.</p>
<p>34.02 (a) Occupational Health &amp; Safety</p>	<p>There shall be an Occupational Health and Safety Committee (Committee), which shall be composed of representatives of the Employer and representatives of the Local and may include others representing recognized functional bargaining units. This Committee shall meet once a month, and in addition shall meet within ten days of receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's Basic Rate of Pay for attendance at Committee meetings. A request to establish separate committees for each site or grouping of sites shall not be unreasonably denied.</p>	<p>The Labour Relations Officer will contact each Local regarding the preference of the Local.</p> <p>Each Local shall decide (at a Local meeting) on one of the following:</p> <ol style="list-style-type: none"> <li>1. A single, Local Committee, or</li> <li>2. Two or more sites grouped into two or more Committees, or</li> <li>3. Join with other Local Committee(s).</li> </ol> <p>Once determined by the Local(s), the Labour Relations Officer will write to the Employer advising them of the Local's decision.</p>

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
<p>36.01 (d) Professional Responsibility</p>	<p>(d) A request to establish separate committees for each site or a grouping of sites shall not be unreasonably denied.</p>	<p>The Labour Relations Officer will contact each Local regarding the preference of the Local.</p> <p>Each Local shall decide (at a Local meeting) on one of the following:</p> <ol style="list-style-type: none"> <li>1. A single, Local Committee, or</li> <li>2. Two or more sites grouped into two or more Committees, or</li> <li>3. Join with other Local Committee(s).</li> </ol> <p>Once determined by the Local(s), the Labour Relations Officer will write to the Employer advising them of the Local's decision.</p>
<p>37.01 (a) Extended Workday</p>	<p>Where the the Employer and the Local agree to implement a system employing extended working days and resultant compressed work week, they shall evidence such agreement by signing a document indicating:</p> <ol style="list-style-type: none"> <li>(i) Applicable nursing unit.</li> <li>(ii) Applicable positions.</li> <li>(iii) Applicable extended workday option.</li> </ol> <p>Such list may be amended from time to time by agreement of Employer and the Local.</p>	<ol style="list-style-type: none"> <li>1. (a) Process for an entire unit, program or site (whichever is applicable) to move from the 7.75 hours workday to an extended workday for an entire unit, program or site (whichever is applicable).</li> </ol> <p>A secret ballot vote shall be conducted by the Local. Those eligible to vote are Employees who hold regular or temporary positions in that unit, program or site (whichever is applicable). This includes Employees who are on leave as well as Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local shall make reasonable efforts to locate the Employees who are on leaves so they may also be able to exercise their right to vote.</p> <p>If 80% of those voting approve the move to the extended workday or standard workday option, the Local shall agree. The Extended Workday List Form should be completed and signed by the Local and the Employer. A copy shall be forwarded to the Labour Relations Officer.</p> <p>This vote shall not occur more than once every twelve months. The Local Executive shall consider requests for a vote prior to the twelve months due to extenuating circumstances.</p>

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ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
		<p>1. (b) Process for an entire unit, program or site (whichever is applicable) to move from an extended workday back to the 7.75 hour workday.</p> <p>A secret ballot vote shall be conducted by the Local. Those eligible to vote are those Employees who hold regular or temporary positions in that unit, program or site (whichever is applicable). This includes Employees who are on leave as well as the Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local shall make reasonable efforts to contact the Employees who are on a leave so they may also be entitled to vote.</p> <p>If a simple majority of those voting approve the move from the extended workday to the 7.75 hour workday the Local shall agree. The Local shall serve notice to the Employer and Labour Relations Officer of the outcome of the vote.</p> <p>This vote shall not occur more than once every twelve months. The Local Executive shall consider requests for a vote prior to the twelve months due to extenuating circumstances.</p>



ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
		<p>2. (a) Process for a portion of a unit, program or site (whichever is applicable) to move from the 7.75 hour workday to an extended workday.</p> <p>A draft rotation is to be produced either by the Local or the Employer. Employees on the unit, program or site (whichever is applicable) then select a line on the draft rotation in order of seniority within their FTE. Whenever possible, the regular Employee shall select the line on the rotation. If the Employee in the temporary position chooses the line, it must be in accordance with Article 12.02 of the Collective Agreement. The draft rotation with names attached shall be posted.</p> <p>A secret ballot vote shall be conducted by the Local as to whether the Employees agree to convert the 7.75 hour workdays to the extended workday. Those eligible to vote are those Employees who hold regular or temporary positions in that unit or office. This includes Employees who are on leaves as well as Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local shall make reasonable efforts to contact the Employees who are on a leave so they may also be able to exercise their right to vote.</p> <p>If 80% of those voting approve the move to the extended workday then the Local shall agree. The Extended Workday List Form shall be completed and signed by the Local and the Employer. A copy shall be forwarded to the Labour Relations Officer.</p> <p>This vote shall not occur more than once every twelve months. The Local Executive shall consider requests for a vote prior to the twelve months due to extenuating circumstances.</p>

## PROCEDURE-20

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
		<p>2. (b) Process for a Local to determine whether to withdraw its' agreement where a portion of the unit, program or site (whichever is applicable) is currently working the extended workday.</p> <p>A secret ballot vote needs to be conducted by the Local. Those eligible to vote are those Employees working the extended workday. This includes Employees who are on a leave as well as the Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local shall make reasonable efforts to contact the Employees who are on a leave so they may also be entitled to vote.</p> <p>If a simple majority of those voting approve the move from the extended workday to the 7.75 hour workday, then the Local shall agree. The Local shall serve notice to the Employer and the Labour Relations Officer of the outcome of the vote.</p> <p>This vote shall not occur more than once every twelve months. The Local Executive shall consider requests for a vote prior to the twelve months due to extenuating circumstances.</p>

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
		<p>3. Process for amending the extended workday list.</p> <p>Unless otherwise agreed by the Local Executive, an extended workday line on a rotation that becomes vacant must be posted as an extended workday line.</p> <p>Newly funded positions may be posted as a 7.75 hour workday or the extended workday. If the position is posted as an extended workday, the Employer and the Local must update the Extended Workday Agreement and forward the amended list to the Labour Relations Officer.</p> <p>Should the Employer or Employee request to amend the list, the Local Executive will consult with the Employee(s) who would be directly affected (whose position(s) would change from the 7.75 hour workday to the extended workday or vice-versa). If the Employee(s) consents to change, the Local Executive shall agree and forward the amended list to the Labour Relations Officer.</p> <p>4. Process for creating extended workday positions on newly created units, programs or sites (whichever is applicable).</p> <p>Unless otherwise agreed by the Local Executive, in consultation with the Labour Relations Officer all positions on a new unit, program or site (whichever is applicable) are to be created as 7.75 hour workday positions.</p> <p>The Local Executive, in consultation with the Labour Relations Officer, has the authority to agree that up to 50% of the positions totaling no more than 50% of the FTE's on a newly created unit, program or site (whichever is applicable) be created as extended workday positions.</p> <p>The decision of the Local Executive shall be subject to approval at the next Local Meeting.</p> <p>The Extended Workday List Form shall be completed and signed by the Local and the Employer. A copy shall be forwarded to the Labour Relations Officer.</p>

## PROCEDURE-20

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
<p>42.02 Employment Insurance Premium Reductions</p>	<p>Where, on the coming into force of this Collective Agreement, the funds were paid to a Local or some specific Local-administered program, that shall continue, subject to the terms of any existing arrangements.</p> <p>Otherwise, the funds shall be paid to Employees unless the Local and the Employer agree otherwise.</p>	<ol style="list-style-type: none"> <li>1. To be determined by a majority vote at a Local meeting. Advance notice of the meeting and the issue to be discussed must be provided.</li> <li>2. Vote results shall be posted in the Bargaining Unit Conference for information purposes only, and the Local shall inform the Director of Labour Relations.</li> </ol>
<p>44.05 (d) Mobility</p>	<p>For workshops, conferences, in-services and training related to new equipment or processes that do not exceed five days duration, the Employer will wherever possible provide the Employee with 12 weeks notice and in no event will the period of notice be reduced below three weeks without the Local's consent.</p>	<p>To be determined by the Local Executive in consultation with the Labour Relations Officer. When consent is given by a Local, the Local will advise the Director of Labour Relations.</p>
<p>44.05 (d) Mobility</p>	<p>For other educational or skills maintenance purposes, where it is impractical to provide the skills maintenance at the Employee's home site, Employees may be assigned to work at any site provided they are given 12 weeks notice, or any shorter period of notice agreed to be (sic) the Local.</p>	<p>To be determined by the Local Executive in consultation with the Labour Relations Officer. When consent is given by a Local, the Local will advise the Director of Labour Relations.</p>
<p>44.05 (d) Mobility</p>	<p>Any single assignment shall not exceed three months. The term of assignments can be renewed and extended with Local agreement. No Employee will be given more than two such assignments within a 12 month period without the Local's consent.</p>	<p>To be determined by the Local Executive in consultation with the LRO. When consent is given by a Local, the Local will advise the Director of Labour Relations.</p>

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
<p>Letter of Understanding Re: Retention &amp; Recruitment Initiatives</p>	<p>VII Pilot Projects - Unique Employment Options to Support Recruitment and Retention</p> <p>AND WHEREAS some unique employment options may be better introduced on a trial basis;</p> <p>The parties may agree to trial one or more of the following Pilot Projects:</p> <ul style="list-style-type: none"> <li>A. Flexible Part-time Position.</li> <li>B. Seasonal Part-time Position.</li> <li>C. Benefit-Eligible Casual Position.</li> </ul>	<p>Where an Employee/Employer requests any of the options under the Letter of Understanding regarding Pilot Projects the Local Executive shall agree.</p>
	<p>6. Vacation</p> <p>Prior to implementing a BECE pilot, the Employer and Local shall specify how the vacation provisions shall be applied.</p>	<p>The Local Executive in consultation with the Labour Relations Officer shall determine the vacation provisions to be applied. The decision of the Local Executive shall be subject to approval at the next Local Meeting.</p>

**PROCEDURE-20**

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
<p>Letter of understanding #3</p> <p>Re: In-charge designation for more than one unit</p>	<p>Notwithstanding Article 16.02(a) and 16.02(d), the Employer and the Local may agree to combine more than one unit for the purpose of designating a RN/RPN In-Charge. Such agreement will not be unreasonably withheld.</p> <ol style="list-style-type: none"> <li>1. This may occur where:               <ol style="list-style-type: none"> <li>(i) The site is designated as long term care; or</li> <li>(ii) The site is a combined acute care and long term care facility; or</li> <li>(iii) The level of care designated does not require, by government regulation and/or standards, the continual presence of a RN/RPN.</li> </ol> </li> <li>2. Any time an RN/RPN assigned as In-Charge of more than one unit, the parties agree that:               <ol style="list-style-type: none"> <li>(i) The RN/RPN will be provided an appropriate orientation to the applicable unit(s); and</li> <li>(ii) There will be an ability to communicate between the units as the need arises; and</li> <li>(iii) There shall be at least one other regulated health professional on each unit.</li> </ol> </li> <li>3. An Employee assigned in-charge for more than one unit shall be paid an additional \$3.50 per hour and Article 16.02(b)(i) shall not apply.</li> </ol>	<p>NOTE: The requirement for an RN/RPN to be in charge was one of the hardest won clauses of the collective agreements and ought not be given away lightly. Many members believe this clause provides a good deal of job security. Equally or more importantly, the issue is related to safe patient care and is a major issue for that reason. There is every indication that patient/resident/client acuity is increasing, not decreasing and the need for a charge nurse for each unit is greater than ever.</p> <p>Any Local agreeing to have RN/RPNs in charge of more than one unit could inadvertently be setting dangerous precedent for all other Locals</p> <p>In the event the Employer requests a Local to agree that an RN/RPN could be in charge of more than one unit, the Local, after a review of the issue, can decline to provide agreement.</p> <p>In order for a Local to grant such a request, the issue must first be discussed with the Labour Relations Officer and then referred to the Executive Officers and the Director of Labour Relations.</p> <p>The referral must contain:</p> <ul style="list-style-type: none"> <li>• Complete rationale for the request.</li> <li>• A review of how section 1 of the Letter of Understanding applies to the site.</li> <li>• An explanation how section 4 of the Letter of Understanding will be operationalized.</li> <li>• A review of the acuity of the units in question.</li> <li>• A proposed time limit for the alterations of duties.</li> <li>• A review of the recruitment activities of the employer for the site in question.</li> <li>• A review of likely outcomes should the request be granted or refused.</li> </ul> <p>The Executive Officers and Director of Labour Relations shall then approve or reject the request.</p> <p>If the request is approved, such approval is subject to ratification by the Local Executive.</p>

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
	<p>4. There will be no loss of hours of work for any existing member of the bargaining unit as the direct result of designating an Employee in charge of more than one unit.</p>	
<p>IV: Alberta Health Service - Edmonton Zone  Addendum B: Local #183</p>	<p>Section 2 (F) For the purpose of adopting a compressed work week or flextime system, modified hours of work and provisions related thereto may be implemented by mutual agreement, in writing, between the Employer and the Local.</p>	<p>1. This would require a Letter of Understanding to be executed in accordance with the Letter of Understanding/Addenda Procedure.</p>
<p>IV: Alberta Health Service - Edmonton Zone  Addendum C: Local #196</p>	<p>4 (A)(ii) Amend Article 7.02 (f) to read:  "7.02 (f) Unless otherwise agreed in writing by the Local and the Employer, Employees working shift patterns 7.02(d) (v), shall be assigned day duty at least 28% of the time during the shift cycle."</p>	<p>1. Process for waiver of 2/5 day duty  When a request is made for a waiver of 28% day duty, the Local President will discuss the request with Employees on the affected unit, program or site (whichever is applicable) and the LRO. A copy of the shift schedule will be provided. If approved by the Director of Labour Relations and Executive Officers, a secret ballot vote shall be conducted by the Local. Those eligible to vote are those Employees who hold a regular or temporary position on that the affected unit, program or site (whichever is applicable). This includes Employees who are on leave as well as the Employees who are in temporary positions covering for those leave. The Local shall make reasonable efforts to contact the members who are on a leave. If 80% of those voting approve the waiver, then the Local shall agree.</p>

## PROCEDURE-20

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
<p>IX: Alberta Health Services - Edmonton Zone &amp; Covenant Health</p> <p>Addendum A:</p> <p>Local Conditions Applicable To United Nurses Of Alberta, Local #301 (University Of Alberta Hospital), Local #33 (Royal Alexandra Hospital), Local #32 (Glenrose Rehabilitation Hospital), Local #85 (Sturgeon Community Hospital), Local #62 (Leduc Community Hospital), Local #196 (Community Care And Public Health Services), Local #11 (Misericordia Community Hospital), Local #79 (Grey Nuns Community Hospital/Edmonton General Continuing Care Centre)</p>	<p>4. Employees working in other sites.</p> <p>(a) Skill Maintenance</p> <p>The Employer(s) shall endeavor to offer staff in similar circumstances similar opportunities to attend other bargaining units for skill maintenance. Any single assignment shall not exceed three months. The term of assignments can be renewed and extended with Union agreement.</p>	<ol style="list-style-type: none"> <li>1. To be determined by the Local Executive in consultation with the Labour Relations Officer.</li> <li>2. The Local(s) shall advise the Director of Labour Relations of a request to renew or extend the term.</li> <li>3. Where the Local(s) agree the Union shall agree.</li> </ol>



ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
<p>IX. Alberta Health Services - Edmonton Zone &amp; Covenant Health</p> <p>Addendum A:</p> <p>Local Conditions Applicable To United Nurses Of Alberta, Local #301 (University Of Alberta Hospital), Local #33 (Royal Alexandra Hospital), Local #32 (Glenrose Rehabilitation Hospital), Local #85 (Sturgeon Community Hospital), Local #62 (Leduc Community Hospital), Local #196 (Community Care And Public Health Services), Local #11 (Misericordia Community Hospital), Local #79 (Grey Nuns Community Hospital/Edmonton General Continuing Care Centre)</p>	<p>(b) Education.... Any single assignment shall not exceed three months. The term of assignments can be renewed and extended with Union agreement.</p>	<ol style="list-style-type: none"> <li>1. To be determined by the Local Executive in consultation with the Labour Relations Officer.</li> <li>2. The Local (s) shall advise the Director of Labour Relations of a request to renew or extend the term.</li> <li>3. Where the Local(s) agree the Union shall agree.</li> </ol>
<p>X. Covenant Health Group Addendum C:</p> <p>Local Conditions Applicable To Covenant Health And United Nurses Of Alberta (Locals #3, #11, #15, #22, #72, #79, #86, #99, #154, #192, #198)</p>	<p>3. Employees working in other bargaining units</p> <p>Sharing of Expertise, Education or Maintenance of Skills</p> <p>(a) Skill Maintenance.... Any single assignment shall not exceed three months. The term of assignments can be renewed and extended with Local(s) agreement.</p> <p>(b) Education.... Any single assignment shall not exceed three months. The term of assignments can be renewed and extended with Union and Local(s) agreement.</p>	<p>To be determined by the Local Executive(s) in consultation with the Labour Relations Officer. When consent is given by a Local, the Local will advise the Director of Labour Relations.</p> <p>The Local(s) shall advise the Director of Labour Relations of any request to amend or renew the term of assignment. Where the Local(s) agree the Union shall agree.</p>

## PROCEDURE-20

ARTICLE (Number & Name)	COLLECTIVE AGREEMENT WORDING	PROCESS FOR AGREEMENT
	<p>(g) Conditions</p> <p>For Employees assigned to work in another bargaining unit, the following conditions shall apply:</p> <p>(i) Twelve weeks notice of such assignments shall be given to the Employee(s) assigned pursuant to (a) (Skill Maintenance) and (b) (Education) above with a copy to the Union and Locals. The 12 week notice period may be waived if there is agreement between the Union and Locals and the Employer.</p>	<p>The Local(s) shall advise the Director of Labour Relations of a request to waive the 12 week notice. Where the Local(s) agree the Union shall agree.</p>

EXAMPLE

# Extended Work Day List

Local #: 432 Unit: PCU 32

Length of Shift Cycle: (#of weeks) 12 Weeks

Applicable Option: Option I:  Option II:

Number of Regular Full-time Positions: 10

Number of Regular Part-time Positions: 5

Part-time FTE	Number of Positions	Number of Shifts in Shift Cycle
.53	3	30
.74	1	42
.42	1	24

\_\_\_\_\_  
On Behalf of the Employer

\_\_\_\_\_  
On Behalf of the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Extended Work Day List

Local #: \_\_\_\_\_ Unit: \_\_\_\_\_

Length of Shift Cycle: (#of weeks) \_\_\_\_\_

Applicable Option:    Option I:     Option II:

Number of Regular Full-time Positions: \_\_\_\_\_

Number of Regular Part-time Positions: \_\_\_\_\_

Part-time FTE	Number of Positions	Number of Shifts in Shift Cycle

\_\_\_\_\_  
On Behalf of the Employer

\_\_\_\_\_  
On Behalf of the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Privacy Policy

**REFERENCE:** LAST UPDATED: EXECUTIVE BOARD MEETING - APRIL 2014

The *Personal Information Protection Act* (“the Act”) regulates the way private sector organizations, including Unions, within Alberta collect, use and disclose personal information. “Personal Information” means information about an identifiable individual. In Alberta business contact information such as your office address, job title, business phone number, email address, fax number or other related business contact information is not considered personal information. UNA recognizes the importance of privacy and recognizes the sensitivity of personal information received by us in the course of representation of members.

We recognize our obligation to maintain the confidentiality of our member’s information, and also our obligations concerning all individuals’ personal information which we collect, use or disclose. This policy has been developed with those obligations in mind.

## Our need for personal information

To be able to represent our members and give advice to our members, we need to collect all relevant facts and information that relate the issues for which the members seek assistance. This information will necessarily include personal information about our members and about individuals other than our members.

## Collection, use and disclosure of personal information

Where practical, we will try to collect personal information directly from the person to whom the information pertains. Where necessary, we will collect personal information from other sources. We will collect only the personal information necessary for the purposes stated in the previous paragraph.

The Act provides that an individual is deemed to consent to the collection, use or disclosure of personal information about that individual for a particular purpose if the individual voluntarily provides the information for that purpose, and it is reasonable that a person would voluntarily provide that information.

By contacting UNA for assistance, we consider that an individual consents to our collection, use or disclosure of the individual’s personal information as necessary to properly advise and represent the individual or organization. When we collect personal information about individuals other than our members we will do so in accordance with the provisions of the Act.

When we collect personal information about individuals directly from them, except when their consent to the collection is deemed, we will tell them the purpose for which the information is collected, and the name of a person who can answer questions about the collection.

The Act also permits us to collect, use or disclose personal information about an individual in some circumstances without the individual’s consent. Such circumstances include (but are not limited to) situations in which:

- The collection, use or disclosure is clearly in the interests of the individual and consent cannot be obtained in a timely way.
- Collection, use, or disclosure is reasonable for the purposes of an investigation or legal proceeding.
- The personal information is available to the public from a prescribed source.
- The collection, use, or disclosure is required or authorized by a statute or regulation of Alberta or Canada, for example the Alberta Labour Relations Code.
- The collection, and use or disclosure is necessary to comply with a collective agreement that is binding on the organization under section 128 of the Labour Relations Code.

## PROCEDURE-21

When we collect, use or disclose personal information, we will make reasonable efforts to ensure that it is accurate and complete. We rely on you to provide us with accurate and complete information including up-to-date personal information for the purposes of maintaining contact with you. If during the course of our dealings, any of your information changes, please inform us so that we can make any necessary changes. The Act also allows us, for legal or business purposes, to retain information for as long as is reasonable.

### Security of personal information

We recognize our professional and legal obligations to protect the confidential information of our members. We recognize as well our legal obligations to protect the personal information we have gathered about our members and about other individuals during the course of representation. We have therefore made arrangements to secure against the unauthorized access, collection, use disclosure, copying, modification, disposal or destruction of personal information.

We will not disclose or sell your contact information to another party in order for them to market their products.

### Communication by email

E-mail is not a secure, confidential method of communicating your confidential and personal information with us. Nevertheless it is a very common and convenient method of communication. We will use e-mail to communicate, which may include sending personal or confidential information unless you expressly tell us not to use this form of communication.

### Requests for access to personal information

The law permits individuals to submit written requests to us to provide them with:

- Their personal information under our custody or control.
- Information about the purposes for which their personal information under our custody or control has been and is being used by us.
- The names of persons to whom and the circumstances in which their personal information has been and is being disclosed by us.

We will respond to requests in the time allowed by the Act and will make a reasonable effort to assist applicants and to respond as accurately and completely as reasonably possible. All requests may be subject to any fees and disbursements the law permits us to charge. If charging a fee, we will provide you with an estimate before we proceed.

An individual's ability to access their personal information under our control is not absolute. The law provides we must not disclose personal information where;

- The disclosure could reasonably be expected to threaten the safety or physical or mental health of an individual other than the individual who made the request.
- The disclosure would reveal personal information about another individual; or
- The disclosure would reveal the identity of an individual who has in confidence provided us with an opinion about another individual and the individual providing the opinion does not consent to the disclosure of their identity.

The law further provides that we may choose not to disclose personal information where:

- The personal information is protected by any legal privilege.
- The disclosure of the information would reveal confidential commercial information and it is not unreasonable to withhold that information.

- The disclosure of the personal information might result in similar information no longer being provided to us when it is reasonable that it would be provided.
- The personal information was collected or created by a mediator or arbitrator in the conduct of a mediation or arbitration for which they were appointed to act.
  - Under an agreement.
  - Under an enactment.
  - By a court.
- The personal information relates to or may be used in the exercise of prosecutorial discretion.

## Requests for correction of personal information

The law permits individuals to submit written requests to us to correct errors or omissions in their personal information that is in our custody or control. We will:

- Correct the personal information and, if reasonable to do so, send correction notifications to any other organizations to whom we disclosed the incorrect information; or
- Decide not to correct the personal information but annotate the personal information that a correction was requested but not made.

## Contacting or communicating with us

If you have any questions with respect to our policies concerning the handling or your personal information, or if you wish to request access to, or correction of, your personal information under our care and control, please contact our Privacy Officer at:

**United Nurses of Alberta**  
 700-11150 Jasper Avenue NW  
 Edmonton AB T5K 0C7  
 Phone 780.425.1025  
 Fax 780.426.2093  
 Email [privacyofficer@una.ca](mailto:privacyofficer@una.ca)

If you are dissatisfied with our handling of your personal information, we invite you to contact our Privacy Officer in writing, setting out the reasons for your concern. If you remain dissatisfied after our Privacy Officer has reviewed and responded to your concern you may wish to contact the Office of the Information and Privacy Commissioner at:

**Office of the Information and Privacy Commissioner (Edmonton)**  
 410-9925 109 Street  
 Edmonton AB T5K 2J8  
 Phone 780.422.6860  
 Toll Free 1.888.878.4044  
 Fax 780.422.5682  
 Email [generalinfo@oipc.ab.ca](mailto:generalinfo@oipc.ab.ca)

# Provincially Administered Units - Operating Requirements

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REFERENCE: ANNUAL GENERAL MEETING - OCTOBER 2016

1. Administrative Body

The Administrative Body shall be comprised of a District Rep (as assigned by the District) and a Labour Relations Officer (as assigned by the Labour Relations Department)

2. Site Representatives

Each Site may have a representative. The Roles and Responsibilities of the Site Reps include the following:

- Observes and communicates workplace issues to the Administrative Body.
- Advises the Administrative Body of new Employees as soon as possible.
- Post notice of PAU and/or bargaining unit meetings and all other applicable UNA communications.
- Ensure that PAU contact information is posted.
- Direct questions the Administrative Body.

3. Committees

- The PAU shall appoint/elect Members to the Committees as outlined in the Collective Agreement.
- If the PAU does not elect/assign a member to Committees outlined in their Collective Agreement, the Administrative Body will assume responsibility for all Committees.

4. Meetings

- All members attending a PAU or bargaining unit meeting shall have their names recorded or sign an Attendance Sign-In Sheet.
- Only UNA members attending the meeting are eligible to vote.
- The minutes of all meetings shall be available to the members.

5. Property

Union funds and property belong to the Union as a collective entity and not to individual components or members of the Union, and may only be expended for legitimate Union purposes.



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## Satellite Units

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2008

When dealing with satellite units, the home Local is responsible for contacting the host Local if assistance is required in the administration of the CA.

With the agreement of the host Local, Satellite unit members shall have the ability to attend host Local meetings for information purposes only.

### Voting

It is the Local's responsibility to communicate with a UNA Local in close proximity to the satellite unit and make necessary arrangements for ratification votes.

This could include:

1. Providing current membership list.
2. Arranging for the opportunity for satellite unit members to attend information meetings as observers.
3. A process for satellite unit members to cast their vote, and to have the vote results communicated to the parent Local.

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# Scholarships/Bursaries/Grants/Awards

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REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - SEPTEMBER 2020

## UNA - Nursing Scholarships

### Intent

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The United Nurses of Alberta Nursing Scholarship is given out by the United Nurses of Alberta to support the nursing education of a student who is related to a UNA member or associate member. The award is intended to encourage enrollment and to assist the student with funding their first year of full-time studies in a recognized nursing program in Alberta. This scholarship is not intended for post graduate studies.

### Award

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UNA will give out a minimum of six (6) annual awards of \$1,000 each.

Applicants that have met the criteria shall be scored, and scholarships will be awarded to those attaining top scores.

### Process

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Two different items must be completed for the application to be accepted.

1. The applicant must complete and sign the application form supplied by the United Nurses of Alberta, together with the signature of the family member acting as their UNA sponsor.
2. The Applicant must complete a short essay as outlined in Section IV of the application form and to be attached to the completed application.

### Deadline

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The completed application must be received by the Second Vice-President of UNA no later than 4:30 PM, October 15th. If the 15th falls on a weekend, the last workday prior to the 15th will be considered the deadline. The successful applicants will be notified and the award will be disbursed following confirmation of continued enrollment. To collect the award, the successful applicant will have to provide proof to UNA of current full-time registration in an approved nursing program in Alberta.

**Note:** Applications must be delivered, emailed or mailed to the UNA Provincial Office (Edmonton). No faxes will be accepted.

## CFNU - Scholarship

CFNU provides each member organization with \$1000.00/year for (1) one nursing scholarship.

In the event of the CFNU giving additional scholarship funds, UNA Membership Committee shall award the funds in accordance with current practice.

The member organization (UNA) decides how the scholarships are awarded.

The \$1000.00 CFNU Scholarship shall be awarded to the person with the highest score from the evaluations of all the UNA Scholarship applicants.

## Bursary - Labour College of Canada

Specifically for the 4 week National Graduate Program

1. Up to \$7,500 will be allocated annually from the Education Budget to be distributed as follows:
  - If one applicant - \$3,500 or.
  - If two applicants - \$3,000 each or.
  - If three applicants - \$2,500 each.
2. Must be a UNA member.
3. Must have applied and been selected by the Labour College of Canada to attend the 4 week National Graduate Program.
4. Membership Committee will review and select successful applicants for this Bursary.

## Grant - International Solidarity and Humanitarian Fund

### Members:

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UNA will support up to ten UNA members twice a year to engage in missions that provide humanitarian assistance or capacity-building to a host community. The amount of support will be determined based on annual Fund income and will not exceed \$1,000 per award.

- Members must apply through DMS.
- If selected, applicants will be notified through their FirstClass email address.
- Applicants must confirm receipt of selection email within 30 days.
- Preference will be given to first time recipients.
- Submissions that meet the application criteria will be selected by random draw.
- Funds will be disbursed following a written report submitted to the 2nd Vice-President. Report must be submitted within 60 days of completion of humanitarian work or receipt of notification of selection.

Applications must be received prior to travel. Intake of application will occur twice a year with deadlines of December 31 and May 15.

For travel between January 1 and June 30, application must be received prior to December 31 of the preceding year. For travel July 1- December 31, application must be received prior to May 15 of the year in which travel occurs.

Applications to be reviewed at the first Executive Board Meeting following each deadline, by the Membership Committee.

### Organizations:

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Donations may be made to organizations involved in humanitarian work with the approval of the Executive Board. Donations not to exceed \$10,000 per organization annually to those selected organizations.

## **Nursing Abstract Grants**

UNA will provide grants for up to six UNA members annually to prepare and present nursing abstracts.

The amount of the grants will be determined based on annual Fund income. Up to \$500 will be allocated for each abstract that is selected.

The UNA Nursing Abstract Grants is for an abstract that will be presented orally or in a written format at a symposium/conference. The applicant is to provide a copy of the abstract, date and location of presentation.

### **Application Process**

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Members are required to submit a written application to the UNA 2nd Vice-President giving an overview of the abstract.

Applications must be received prior to the presentation of the abstract. Applications will be reviewed at each Board Meeting.

Only successful applicants will be notified.

The grant recipients are required to submit a written report to the Executive Board after the presentation of the abstract.

### **Membership Committee**

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The Membership Committee will consider the quality of the submission and the degree to which the abstract supports the objectives of UNA.

Preference will be given to individuals who have not previously received a grant. Balance will be sought between projects.

## **UNA Bread and Roses Award**

The UNA Bread & Roses Award recognizes a Member who demonstrates union leadership and involvement at the Local, District and/or Provincial level. The Bread & Roses Award recipient exemplifies the true spirit of solidarity, unionism, and the advancement of social justice through their actions. It is awarded annually to a leader who advocates and upholds the objectives of UNA.

### **Who can be nominate candidates for the Award?**

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Two active UNA members are needed to nominate a candidate for the award. The nomination forms will be available from the Provincial UNA office. The form must be completed in its entirety to be accepted.

### **Who can be nominated for the Award?**

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A candidate for this award must be a member in good standing of UNA

### **Deadline**

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September 1 of each year.

### How is the recipient determined?

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Prior to the September Board Meeting, the Executive Board will receive a package of the compiled submissions to review.

The recipient will be chosen by secret ballot of the UNA Executive Board during the September Board closed executive session.

Should a UNA Executive Board Member be nominated for the Bread and Roses Award, they should be recused of the selection process.

The result will be held in trust by the Executive Officers of UNA.

### Announcement of the successful candidate

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The name of the successful candidate will be announced at the UNA Annual General Meeting.

The Executive Officer(s) will make every attempt to have the recipient in attendance.

### What does the successful candidate receive?

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Besides the formal recognition, the candidate will receive the Bread and Roses Award, a certificate and roses with wheat accents.

### Nominee's Personal Information

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Name:

Address:

Local:

Nominated by: (two names required)

### Nominee's relevant accomplishments and background

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1. Describe the nominee's sustained involvement in union activities at the Local, District and/or Provincial levels.
2. Describe the nominee's demonstrated leadership in the following activities.
  - a. Influencing the growth of UNA through policy and decision-making, enhancing public awareness, participation in positive media and other public events:
  - b. Mentorship in engaging and empowering members within UNA.

## Support by UNA and its members in the event of Job Action by other workers

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - MARCH 2017

In the event of threatened or actual job action:

1. Where the Local is a Multi-Bargaining Unit Local or a PAU, reference to “Local” in this procedure shall mean the affected bargaining unit(s).
2. The Local(s) involved will notify Provincial Office as soon as possible.
3. The Director of Labour Relations will write a letter to the Employer indicating that in the event of job action, UNA will direct our members not to perform any work normally done by the employees who are involved in job action.
4. The Local Executive will update their members on the outstanding issues and request they not perform the bargaining unit work of those participating in the job action and they should decline any additional shifts or overtime work resulting from the job action.
5. In the event of an actual strike, Locals shall contact the Provincial Office as soon as possible.
6. If a member receives a direct order to perform work normally done by striking employees the member should:
  - a. In the event of a legal strike, refuse to comply with the direct order and immediately contact Provincial Office and the Local President.
  - b. In the event of an illegal strike, comply with the order and immediately contact Provincial Office and the Local President.
7. Locals, in conjunction with Provincial Office, will schedule a Local meeting to discuss further action, which may include a vote regarding refusal to cross the picket line.
8. In the event the Local holds a positive strike vote in support of the strikers, strike pay will be paid as per UNA policies.
9. Local members are requested to support the other union, by walking the picket line during their off hours, providing coffee, etc.

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## Voting – Advance Polls

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING – MARCH 2017

Procedure for Advance Polls for Strike/Ratification Votes:

Polling shall be conducted as per Article 11 of the UNA Constitution.

1. Where practicable, Locals/PAUs may conduct an advance poll(s) when:
  - a. The Local Executive or Administrators of a PAU determine an advance poll(s) is warranted.
  - b. One or more members request an advance poll.
2. In scheduling advance polls, Locals/PAUs must take into consideration when the voting package and ballots will be received from Provincial Office.
3. The Local/PAU must have an Information Meeting at least 24 hours prior to commencement of the advance poll.
4. The Local/PAU must provide as much notice as possible to the Membership about the advance poll(s). Notice must include date, time, and location of vote.
5. Advance polling hours can be determined by the Local/PAU to meet their needs.
6. Ballots and the Membership list used for the purposes of advance polling must be held in a secure location. The Returning Officer for the advance poll must ensure transfer of advanced ballots and Membership list to the Returning Officer of the main poll.
7. Ballots from the advance poll(s) shall be added to the main ballot box, and will be counted at the conclusion of the main poll.

## Voting - Remotely

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING - MARCH 2017

In the event an advance poll at a member's Local/PAU is not practicable, a member, on request, may be authorized to vote at another Local/PAU provided:

1. The member requests and receives approval from the President or designate or PAU Administrator of their Local/PAU.
2. If practicable the home Local President or designate or PAU Administrator shall attempt to seek approval from the remote Local President or designate or PAU Administrator for the remote vote.
3. The home Local President or designate or PAU Administrator shall notify the member of the outcome of the request.
4. If remote voting has occurred, the remote Local President or designate or PAU Administrator shall inform the President or designate or PAU Administrator of the home Local/PAU of the vote results in a timely manner.



## Voting - Strike Vote/Ratification Vote Procedure

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - MARCH 2018

### UNA Strike and Ratification Vote Process - Constitutional Requirements

Article 11 of the UNA Constitution contains requirements for acceptable strike/ratification votes.

- "11.01 Strike votes and ratification votes shall be conducted by secret ballot.
- 11.02 Only UNA members shall have the right to vote in strike and ratification votes.
- 11.03 An information meeting shall be held at least twenty-four (24) hours prior to commencement of strike and ratification votes.
- 11.04 Strike votes and ratification votes shall be conducted on all shifts within a twenty-four (24) hour period.
- 11.05 Ratification votes require fifty percent (50%) plus one of members voting in order to pass except in the case of merger/transfer, which requires a two-thirds (2/3) majority."

### UNA Voting Procedure - Information Meeting

An information meeting for the members must be held at least twenty-four (24) hours prior to the vote. All members of the Local/bargaining unit should be notified of the date, time and place of this information meeting.

### Voting

#### 1. Where to Vote? (Date, Place, Time)

Notice of the strike/ratification vote must be given to the membership. This notice should include the following:

**Date:** As established by the Union.

**Place:** The Local/PAU shall determine voting location(s) in an area(s) accessible to all members eligible to vote. The Local/PAU will determine the number and location of polling stations. If multiple polling stations are utilized, the Local/PAU shall determine the location for eligible members to vote.

Consult with your employer prior to announcing the location(s) if you want to hold the vote on the employer's premises.

UNA may recommend the votes be held off-site, but the vote must be held at a place accessible by the members.

**Time:** The times established for the vote must allow opportunity for all members to vote. Several times may have to be established in order to allow members on all shifts the opportunity to vote in a twenty-four (24) hour period. Proxy votes are not permitted. An advance poll(s) may be determined by the Local/PAU, as necessary.

**See Procedure "Voting - Advance Poll".**

### 2. What is Needed? (for EACH polling station)

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Suggested materials include:

- Ballot box(es). A minimum of one ballot box per bargaining unit is required. The ballot boxes must be locked or taped shut to ensure there is no interference with the ballots inside.
- Ballots will be sent from Provincial Office. Different coloured ballots will be provided to Multi-Bargaining Unit Locals where more than one Bargaining Unit is voting.
- Voting booth (to ensure privacy) – the booth may be made from cloth, cardboard, or bristol board.
- Pens
- Voter list (specific to the polling station(s)).
- Sealing labels and tape.
- Rulers and highlighters (to cross off names).
- Plain white envelopes (for disputed ballots).
- Declaration of Vote Form (*Forms will be provided on the UNAnet or mailed out with the ballots.*)

### 3. Duties

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#### a. Returning Officer

The Returning Officer is appointed by the Local Executive/PAU Administrators to ensure the vote is conducted in accordance with the UNA Constitution and approved procedures.

Responsibilities include:

- Refraining from advising members how to vote.
- Ensuring members have been notified of the date, time and location of the vote. If there is more than one polling station, members must be notified of their assigned polling station.
- Ensuring procedures regarding contested ballots or voter eligibility are followed.
- Ensuring ballot boxes are sealed and transported to a secure counting location.
- Ensuring the ballot box is in sight of Returning Officer/Scrutineer at all times during the vote.
- Making determinations on sealed ballots.
- Completing and returning the Declaration of Vote form to Provincial Office.
- Notifying the Local President/PAU Administrators of the vote results.
- Ensuring Provincial Office is notified of the vote results immediately following the counting of the ballots.

#### b. Scrutineers

At least one scrutineer per polling station is appointed by the Local Executive/PAU Administrators. In the absence of a Returning Officer at a polling station, there must be at least two (2) Scrutineers.

Responsibilities include:

- Refraining from advising members how to vote.
- Ensuring materials necessary to vote are available.
- Ensuring the ballot box is empty and sealed prior to the commencement of the vote.
- Ensuring the ballot box is in sight of Returning Officer/Scrutineer at all times during the vote.
- Ensuring there is privacy for the marking of ballots.
- Controlling activities around the polling station.
- Declaring the polls open and closed at the designated times (members rely on the times specified).
- Ensuring only UNA members are given a ballot.
- Ensuring each voter only votes once (by crossing voter's name off the voters list).

- Controlling the number of ballots in circulation at any one time (initial the back of ballots prior to handing them out).
- Ensuring those who have voted leave the polling station after casting their ballots.
- Following the instructions of the Returning Officer regarding the transport and counting of ballots.
- Ensuring ballot boxes are sealed and transported to a secure counting location.

#### 4. The Vote

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- All strike or ratification votes are conducted by secret ballot.
- The voter must produce their UNA membership card or identification acceptable to the Returning Officer/Scrutineer to the Scrutineer. The voter's name is then crossed out/highlighted on the voter list to indicate they have voted. This process also allows an opportunity to check the accuracy of the Local/bargaining unit membership list (addresses, etc.). A list of changes/corrections should be kept and forwarded to Provincial Office.
- The Scrutineer places their own initials on the back of the ballot.
- The Scrutineer gives the eligible voter the initialed ballot.
- The voter marks the ballot in a designated voting booth/area.
- The voter, after marking the ballot, folds the ballot and places it into the sealed ballot box.

#### 5. Voter Eligibility

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If an individual approaches the polling station wishing to vote and:

- The individual does not have a current UNA membership card but the individual's name is on the membership list, then alternate identification may be used (eg: driver's license). A list of changes/corrections should be kept and forwarded to the UNA Provincial Office.
- The individual has a temporary UNA membership card and the individual's name does not appear on the membership list, then add the individual's name to the membership list. Again, the changes and corrections should be sent to Provincial Office.
- The individual does not have a UNA membership card and the individual's name is not on the list, then ask for proof of eligibility for membership such as:
  - Acceptable employee identification such as employer-issued I.D. cards/passes.
  - Two union members eligible to vote who verify the individual is working in the bargaining unit.
  - Recent pay stubs showing dues deductions.

Prior to signing the individual for UNA membership, consult the ineligible voters list. If you have any doubts, treat the individual's vote as per 5 (d) below.

- The individual cannot supply evidence of eligibility or the individual's vote is contested then record the individual's name and provide the individual with a ballot and a plain envelope. The individual should mark their ballot and seal the ballot in the envelope. Place this envelope in another envelope and mark the following across the outside envelope's seal: voter's name and signature, address, telephone number and date of employment. Notify the Returning Officer so that a determination can be made.

#### 6. Objections & Determinations

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- At the closing of the polls if:
  - There are any written objections to the manner in which the vote was conducted or;
  - There are any contested/sealed ballots on which the Returning Officer cannot make determination

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Then the ballot box should be sealed and the ballots **should not** be counted until a determination can be made. Contact the UNA President or Provincial Office for assistance if the Returning Officer cannot make a determination. If there are no objections and the Returning Officer can make a determination, then the ballots can be counted.

- b. The Returning Officer has the responsibility of making determinations on sealed ballots. A determination is made on the evidence in front of the Returning Officer (eg: membership card, ineligible voters list).

If it is determined the ballot should not be opened then the ballot and the envelopes should be destroyed without opening the outside envelope.

If the determination is made the ballot should be counted then the outside envelope is destroyed after removing the unmarked envelope. The unmarked envelope is placed with any other unmarked envelopes. When all determinations on sealed ballots have been made, the unmarked envelopes are opened and the ballots placed in the ballot box. The ballots can then be counted.

### 7. Counting the Ballots

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- a. Ballots must not be counted until the poll is closed.
- b. All eligible voters except for the Local President/PAU Administrators, the scrutineers and the Returning Officer must leave the counting area prior to the counting of the ballots. This ensures the results are known only by those counting and by Provincial Office. Confidentiality must be maintained at all times.
- c. For Multi Bargaining Unit Locals, ballots must be counted and reported (to Provincial Office) for each Bargaining Unit.
- d. Counting must be done by two or more of the following people: Scrutineers, Returning Officer, Local President/PAU Administrators. The sealed box(es) are opened and the ballots are counted, if no sealed ballots are in dispute. If more than one box has been used, all ballots must be mixed together prior to the count. **Note:** All polling station ballots can be amalgamated prior to counting but it is not required.
- e. Spoiled ballots are those whereby the individuals counting the ballots are unable to determine whether the vote was yes or no.
- f. Once the ballots are counted, the results must be reported to Provincial Office immediately. The Declaration of Vote form must also be completed and forwarded to UNA Provincial Office.
- g. After the completion of ballot counting, ballots shall be filed with the Secretary (or Secretary-Treasurer)/PAU Administrators for a period of one month before being destroyed.

### 8. Results

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According to UNA Policy:

- a. In a ratification vote, the decision to ratify a Local's/bargaining unit's contract shall be decided by a majority vote of those Local/bargaining unit members voting. Where the Local/bargaining unit is in group bargaining with other Locals/bargaining units, the decision to ratify a collective agreement shall be based on majority votes of both the members and the Locals/bargaining units covered by the Memorandum of Agreement.
- b. In a strike vote, the decision to take strike action shall be decided by a majority of both the Locals/bargaining units voting and the membership voting.

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## UNA Members Seeking Political Office

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

1. UNA members who are seeking political office for a non-UNA position such as municipal, provincial or federal office, will have access to the UNA computer network in the following manner:
  - a. UNA shall make available a “read only” conference site for the posting of campaign information.
  - b. Postings shall be limited to UNA members who are seeking a political office.
  - c. All postings must be approved by the Executive Officers.

## Workshops - Attendance By Non-UNA Members

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**REFERENCE:** LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

Individuals who are not UNA members may attend UNA workshops by invitation only.

1. A Local President may invite non-UNA member(s) to a Local Workshop.
2. UNA Executive Officers may invite non-UNA member(s) to UNA Provincial Workshops

## Workshops - Guidelines

**REFERENCE:** LAST UPDATED: EXECUTIVE BOARD MEETING - FEBRUARY 2019

Provincial workshops shall be included in the UNA education program for the purpose of educating Local Executive, Committee Members and Unit/Office Representatives to carry out the duties of their positions.

1. An annual schedule of workshops will be posted in the Education Conference on UNANet by the time of the Provincial AGM.
2. Additional workshops may be booked with the approval of the Director of Labour Relations (DLR).
3. Each workshop will have a description and state who is eligible to attend.
4. The Education Officer(s) or assigned staff, under the direction of the DLR, will conduct the workshops.
5. Computer workshops are available to Executive Board, Local Executives and UNA members who require computer skills in order to fulfill elected role(s) (eg. PRC, OH&S, Grievance).
6. New UNA workshops or Labour Schools may be approved by the Executive Board. Funding will be determined by the Executive Board.
7. District Educationals will be held at District meetings as agenda and time permits. The topic of District education shall be posted 28 days in advance of the meeting.
8. Emergency workshops to maintain the functioning of a Local may be approved by the Executive Officers.

### Provincial Workshops

1. Provincial funding shall be provided for day long provincial workshops in the following categories:
  - a. Local Leadership Education

To be eligible for funding, the member must be on the Local Executive, applicable Committee or Unit/Office Representative:

- i. How to Run a Local.
  - Local Administration.
  - Finance
  - Labour Relations.
- ii. PRC
- iii. OH&S Basic.
- iv. OH&S Advanced.
- v. Engagement and Support.
- b. General
  - i. Dealing with Abuse.
 

Any UNA member is eligible for funding to attend this workshop.
  - ii. Know Your Rights.

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To be eligible for funding the member must be new to UNA or considering becoming active within UNA.

### Guidelines For Provincial Workshops

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1. Members are expected to register in workshops closest to their residence.
2. Funding includes salary replacement and meals. Mileage and accommodation will be provided as required for out of town participants. Direct billing for hotel rooms for UNA workshops is not available. The member will be responsible for paying for their room and then be reimbursed as per UNA policy.
3. For all provincially funded workshops, there shall be a two-week registration deadline prior to the workshop.
4. There shall be a minimum enrollment of eight (8) and a maximum enrollment of twenty (20) participants for provincially funded workshops. Each Local shall be permitted to register up to five (5) members per workshop. If at the deadline date, seats are still available, the Education Department will offer vacancies to those on a waiting list. The Education Department shall inform the DLR where the number of applications exceed maximum enrollment. The Education Department in consultation with the DLR will attempt to schedule an additional workshop on the same subject.

### Guidelines For Mini-Workshops

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1. A Local(s) may request a mini-workshop to meet specific education needs of the Local. Mini-workshops do not exceed 3 hours in length.
2. Requests for mini-workshops shall be made to the Director of Labour Relations for approval.
3. Funding for the Educator and materials shall be borne by the UNA.
4. Funding of members shall be the responsibility of the Local(s).
5. All other expenses (eg. meeting room, coffee, etc) shall be the responsibility of the Local(s).
6. Invitations to other Locals to join a mini-workshop can be made by the host Local.

### Provincial Workshops Guidelines

1. Provincial funding shall be provided for day long provincial workshops in the following categories:
  - a. Local Leadership Education

To be eligible for funding, the member must be on the Local Executive, applicable Committee or Unit/Office Representative:

- i. How to Run a Local (three workshops) Local Administration, Labour Relations, and Finance  
Eligible for Provincial Funding – Local Executive Officers (President, Vice President, Secretary, Treasurer).



- ii. PRC  
Eligible for Provincial Funding – PRC Committee members/alternates and Local Executive Officers (President, Vice President, Secretary, Treasurer).
- iii. OH&S Basic  
Eligible for Provincial Funding – OH&S Committee members/alternates and Local Executive Officers (President, Vice President, Secretary, Treasurer).
- iv. OH&S Advanced  
Eligible for Provincial Funding – OH&S Committee members/alternates and Local Executive Officers (President, Vice President, Secretary, Treasurer).
- v. Engagement and Support  
Eligible for Provincial Funding – Local Executive Officers (President, Vice President, Secretary, Treasurer).

It is recognized that exceptional circumstances occur from time to time.

If the Local President (or designate) wants to register a member outside of the above stated eligibility, they must send a written request to the Provincial Secretary/Treasurer outlining the circumstances. The Secretary/Treasurer shall communicate their decision to the Local President as soon as possible.

Locals are also encouraged to utilize their resources to Locally fund members to attend Workshops as they deem appropriate.

b. General

- i. Dealing with Abuse  
Any UNA member is eligible for funding to attend this workshop.
- ii. Know Your Rights  
To be eligible for funding the member must be new to UNA or considering becoming active within UNA.