

Policies & Procedures Manual

Procedures

PROCEDURES

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PROCEDURES



AFFILIATE CONVENTIONS: CONSTITUTIONAL AMENDMENTS/POLICY RESOLUTIONS

“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.”

(Executive Board Meeting - September 2006)

ARBITRATION REVIEW

REFERENCE: Executive Board Meeting - August 1992

All grievances advancing to arbitration shall be reviewed by the Director of Labour Relations before a chairperson is named. The Director of Labour Relations shall make a decision whether or not to proceed to arbitration at that time. The Director of Labour Relations shall review the grievances going to arbitration at least two months prior to the arbitration date.

BOARD POLLINGS

REFERENCE: Executive Board - August 1982/December 1984/
Executive Board - November 1988/Aug./Sept. 1993)

Executive Board decisions obtained by computer or telephone poll require that reasonable time and effort is made to contact all members. No less than 90% of the Executive Board must be reached and the decision requires a 2/3 majority vote of those who were reached. The Executive Officers shall verify the results of the poll by E-Mail. The Board Members shall confirm their votes in writing at the next Executive Board Meeting and this shall be reflected in the minutes of the meeting.

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 conference call.

(Executive Board Meeting – June 2004)

Where possible, Executive Board Members away for any prolonged absence, shall leave an emergency phone number with the Provincial Office.

The Executive Officers and Director of Information Systems shall develop a form on the computer for Board Polls.

CENTRALIZED LOCAL/DISTRICT ACCOUNTS

REFERENCE: 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.

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 refer to their Local/District Executive.
4. Executive Officers and Executive Board: Disclosure and access pursuant to the UNA Constitution.

COMMUNICATIONS - COMPUTERS

REFERENCE: Executive Board Meeting - August 1997
Executive Board Meeting – June 2008

1. UNA will provide a computer in every Local for the purpose of internal communication.
2. In addition to the single computer provided to each Local, that every Local in excess of 750 duespayers shall receive an additional computer (at no cost to the Local) for every additional 750 duespayers or portion thereof.

(Annual General Meeting, October 2008)

3. Computer equipment is the property of UNA and will not be sold.

(Executive Board, November 2000)

4. UNA members who are seeking political office for 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.

(Executive Board Meeting - August 1998)

COMMUNICATIONS - INTER-LOCAL

REFERENCE: Executive Board Meeting - August 1997

The UNA recognizes the need for ongoing communication between UNA Locals. When two or more UNA Locals participate in a committee, coalition or similar forum, the representative(s) of each Local shall strive to maintain ongoing direct communication with other Local representative(s) and advance a unified position.

When two or more UNA Locals participate in an Employer initiated committee or forum, the assigned LRO(s) shall be informed of the initiative and shall encourage ongoing communications. Each Local has an obligation to provide information to the assigned LRO(s) on an ongoing basis.

CONCERNS - STAFF

REFERENCE: Executive Board Meeting - August 1991

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 three categories of staff:

1. Labour Relations Staff

Labour Relations Officers, Education Officer and Communications Officer and Policy/Research Officer, Occupational Health & Safety Officer. The Director of Labour Relations is responsible for these staff in both the Calgary and Edmonton Office.

2. Finance and Administrative Staff

Finance and Administrative staff, which includes the receptionist (Calgary and Edmonton) Word Processors and Accounting staff. The Director of Finance and Administrative Services is responsible for these staff.

3. Information Systems Staff

The Director of Information Systems is responsible for these staff.

4. Out-of-scope Staff

The Director of Labour Relations, the Director of Finance and Administrative Services, the Director of Information Systems and the Executive Secretary. These staff report to the Executive Board, specifically to the Executive Officers on a daily basis.

HOW TO DEAL WITH CONCERNS RELATING TO LABOUR RELATIONS STAFF, FINANCE AND ADMINISTRATIVE STAFF, AND 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.

CONCERNS - STAFF CONT'D**HOW TO DEAL WITH CONCERNS RELATING TO OUT-OF-SCOPE STAFF**

1. 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.
2. The President, or designate as determined by the Executive Officers, will review the concern, and seek additional information as necessary.
3. Appropriate follow-up or intervention will be initiated.
4. If appropriate, the District Representative representing the member will be informed.
5. 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 REP.

REFERENCE: Executive Board Meeting - May 1993

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 will initiate appropriate follow-up or intervention.
5. The District 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 will appraise the President of UNA who may assist in resolution of the concern.
8. If, after following this procedure the concerns are not resolved, the District Chairperson may reassign the Local to another District Representative.

DISCIPLINE OF MEMBERS

REFERENCE: Annual General Meeting - October 2001

DISCIPLINE OF MEMBERS**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 her designate.

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

Except as otherwise provided below, the Executive Administrative Assistant of UNA or her 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 her 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 her 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 her 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.

DISCIPLINE OF MEMBERS CONT'D**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 her 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 her designate receives timely notification of a wish to appeal the summary rejection of charges, the Executive Administrative Assistant of UNA or her designate shall notify the appellant of receipt of their wish to appeal. The Executive Administrative Assistant of UNA or her designate shall forthwith select from the members of the Trial Committee, three (3) members who shall constitute an Appeal Panel.

(Annual General Meeting October 2010)

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 of 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.

DISCIPLINE OF MEMBERS CONT'D**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 her 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 and shall maintain the record of the proceedings.

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

DISCIPLINE OF MEMBERS CONT'D

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 forgoing, 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.

(Executive Board Meeting – June 2002; Annual General Meeting 2002)

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 that 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 defence.

DISCIPLINE OF MEMBERS CONT'D

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.

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.

DISCIPLINE OF MEMBERS CONT'D

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. Membership is automatically reinstated following expiry of the period of suspension.

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 and shall be available to any UNA member upon request.

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 her designate no later than 14 days after the Disciplinary Hearing Board decision is issued and received.

The Executive Administrative Assistant of UNA or her 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.

DISCIPLINE OF MEMBERS CONT'D

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) bare 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.

DISCIPLINE OF MEMBERS CONT'D

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.

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 and shall be available to any UNA member upon request.

The decision of the Appeal Tribunal is final and binding.

DISTRICTS - INTERNAL OPERATIONS

REFERENCE: Executive Board Meeting - December 1983

BUDGET

Each District shall submit an approved balanced budget for the following year by March 1st of each year. These budgets shall be reviewed and if approved by the Executive Board, a grant shall be submitted to the District in the approved amount by February 1 of the year.

(Executive Board, August 1984/May/June 1990)

AUDIT

Districts shall have an annual audit done by the UNA at the end of each fiscal year.

(Executive Board, December 1984)

DISTRICTS REPRESENTING UNA

Districts may participate in other organizations in their area at the District's option and may speak on behalf of UNA providing such statements reflect the current policies of UNA.

(Executive Board, February 1982)

LENGTH OF TERMS

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

(Annual Meeting - October 1989)

JOINT COMMITTEE (UNA/AHS)

REFERENCE: Executive Board Meeting – June 2009

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:

- (a) exchange information
- (b) engage in discussions regarding issues of mutual concern; and
- (c) 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 UNAnet,
- 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

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.

(Annual General Meeting – October 2009)

The Co-Chairs of the 2010 Provincial Negotiating Committee be added to the Provincial Joint Committee.

(Executive Board - September 2010)

JOINT COMMITTEE (UNA/AHS) CONT.**PROVINCIAL JOINT WORKFORCE REGULARIZATION PROVINCIAL PROJECT STEERING COMMITTEE**

The Provincial Joint Workforce Regularization Provincial Project Steering Committee be considered a sub-committee of, and report to the Provincial Joint Committee.

The UNA Representatives on the Provincial Joint Workforce Regularization Provincial Project Steering Committee be UNA President, Co-Chairs of the 2010 Provincial Negotiating Committee, Director of Labour Relations and Labour Relations staff as assigned.

(Executive Board - September 2010)

**LABOUR RELATIONS – DECISION-MAKING PROCESS
PROVINCE-WIDE BARGAINING UNIT**

REFERENCE: Executive Board Meeting – June 2009

**LABOUR RELATIONS – DECISION-MAKING PROCESS
PROVINCE-WIDE BARGAINING UNIT****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: Until a new Joint Committee has been established, the Executive Officers in consultation with the Director of Labour Relations, shall approve. Once a new Joint Committee has been established, the UNA representatives to the Joint Committee shall decide.

If there is a dispute, it is to be resolved through the appeal process as per Committees 2.3.

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).

**LABOUR RELATIONS – DECISION-MAKING PROCESS
PROVINCE-WIDE BARGAINING UNIT CONT.**

- (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 AHS, UNA will fund travel and accommodation as per UNA policy.

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

LETTERS OF UNDERSTANDING/ADDENDA

REFERENCE: Annual General Meeting - November 1991
Executive Board Meeting – June 2009

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.

(Executive Board, February 1981/February 2005)

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.

(Executive Board, April 1981)

NOTICE OF ADDENDA

1. At each meeting of the Executive Board of UNA, each Board Member shall receive a copy of any Local Addendum which has been approved by the E.O's since the last Board Meeting.

PROCEDURE

1. A Local or Locals wishing to propose an Addendum to the Collective Agreement (the Proposed Addendum) 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 or Locals within seven (7) days of 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 - a vote by the Local Executive or full membership ratification 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.

LETTERS OF UNDERSTANDING/ADDENDA CONT'D

- (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 Multi-Bargaining Unit Local the outcome of the ratification vote shall be determined by the majority of members from the applicable bargaining unit.
5. In the event that the proposed addendum is rejected due only to inappropriate wording, the Executive Officers shall advise the Local or Locals of acceptable wording for the proposed addendum. If the decision is to reject the proposed addendum, the Executive Officers shall notify the Local or Locals of its right to appeal the decision to the Executive Board.
6. 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.
7. The Appeal Committee shall render its decision in writing as soon as possible and in any event within thirty (30) days following the hearing.
8. The decision of the Appeal Committee shall be final.
9. Any notices or correspondence shall be deemed to have been received within seven (7) days of mailing by regular post.
10. In the event the Appeal Committee approves the proposed addendum, the approval process shall be as per #4 of Procedure – 10.1 “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 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:

LETTERS OF UNDERSTANDING/ADDENDA CONT'D

- 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 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.
- 5. ARGUMENT**
 - a. The Local shall present its argument first, followed by the argument of the Executive Officers/Director of Labour Relations.
 - b. The Local 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.

LETTERS OF UNDERSTANDING/ADDENDA CONT'D

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.

LETTERS OF UNDERSTANDING - RESOLUTION REACHED BY JOINT COMMITTEE

REFERENCE: Executive Board Meeting – March 2009
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 MEMBERS AND LOCALS (CRITERIA FOR)

REFERENCE: Executive Board Meeting - June 2010

BACKGROUND:

From the formation of UNA until very recently, UNA bargaining units and UNA Locals were synonymous. Most Locals were structured as “all nurses in hospital a” or “all nurses at health unit b.” Government reconfiguration of bargaining units, combined with ongoing Employer reconfiguration of health services has made it necessary for UNA to determine the allocation of some Members to Locals. While on the surface this may sound relatively simple and straightforward, a number of very complex situations have arisen.

Example 1: An Employer establishes a program at a new site. They bring 20 RN’s from Local “A”, 23 RN’s from Local “B”, 30 RN’s from Local “C” and 100 RN’s from Local “D” to support the program. How does UNA determine the Local allocation of these Members?

Example 2: An Employer establishes a new configuration for a program – they staff it with 10 Nurses from Local “X” (the site where the program will be housed) and 12 Nurses from Local “Y”. How does UNA determine the Local allocation of these Members?

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 most encourage Member participation.

There are several occasions when the Executive Board may need to examine the appropriateness of a Local both in terms of the labour relations sense and for its viability.

Meeting the minimum Constitutional requirement regarding numbers of members (10) does not guarantee that a separate Local will be established/maintained.

There are also occasions when the Executive Board will have to allocate members to Locals 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

LOCALS - ALLOCATION OF MEMBERS AND LOCALS (CRITERIA FOR) CONT.

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

1. WHAT CRITERIA SHOULD BE USED IN DETERMINING:

- a) the allocation of Members to a specific Local; and
- b) 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 with 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 #3.
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 that 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 that 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 that 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 #3.
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 that the Member will be allocated to the closest possible Local.

LOCALS - ALLOCATION OF MEMBERS AND LOCALS (CRITERIA FOR) CONT.

2. WHAT CRITERIA SHOULD BE USED IN DETERMINING THAT 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 that 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 #3.
Proximity of Locals to each other	Proximity will be considered.

3. WHAT CRITERIA SHOULD BE USED IN DETERMINING THAT A NEW BARGAINING UNIT SHOULD BE ADDED TO AN EXISTING LOCAL TO CREATE A MULTI-BARGAINING UNIT LOCAL?

- a. Newly Organized Bargaining Unit(s)
- b. Existing Bargaining Unit(s)

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 that the bargaining unit should be added to an existing Local. Meeting the minimum Constitutional requirements regarding numbers of members (1) does not guarantee that 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.

LOCALS - ALLOCATION OF MEMBERS AND LOCALS (LOCAL RE-CONFIGURATION)

REFERENCE: Executive Board Meeting - June 2010

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) of the Executive Board's intention.
2. Local(s) 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(s) meetings(s).
3. The District Representative(s) shall advise the Local(s) of their ability to make representations and submissions in writing, to the Executive Board.
4. Any Local submissions shall be submitted to the Provincial Office two (2) weeks prior to the Executive Board meeting addressing the issue.

**LOCALS - ALLOCATION OF MEMBERS AND LOCALS
(PROCESS FOR ORGANIZING A NEW BARGAINING UNIT OR INTEGRATING
A NEW GROUP INTO AN EXISTING BARGAINING UNIT)**

REFERENCE: Executive Board Meeting – June 2010

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.

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

The Senior Management Group will review the recommendation(s) and the criteria stated in Procedure 11.8, 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.

The Executive Board shall then undertake to configure or reconfigure Locals in order to allocate the Employees in the bargaining unit or new group.

In the event there is a recommendation to allocate a new Bargaining Unit or a new group to an existing Local (or Locals), thus reconfiguring a Local(or Locals), the following steps shall be undertaken:

1. Within one week of the Executive Board's decision to undertake reconfiguration, District Representatives shall advise their affected Local(s) of the Board's intention.
2. The LRO assigned to the organizing or integration shall ensure the members of the new bargaining unit or affected group are also informed.
3. Any Local, or Employee of the new bargaining unit or new group affected by the proposed reconfiguration may make submissions in writing, to the Executive Board within 2 weeks. The Local(s) shall be advised in writing of their ability to make submissions in writing, including the date by which written submissions must be received.
4. All submissions shall be submitted to the Provincial Office 1 week prior to the Executive Board meeting addressing the issue/finalizing the reconfiguration.

LOCALS - CONFLICT RESOLUTION

REFERENCE: Executive Board Meeting - August 1997

Where there is a conflict or dispute between members, Locals which cannot be resolved at that level, a request for assistance may be made to the Executive Officers and/or the Director of Labour Relations. 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: Executive Board Meeting - May 1995
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 20 of the United Nurses of Alberta Constitution, when a Chartered Local dissolves for any reasons, 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 that 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.

LOCALS - DISSOLUTION PROCEDURE CONT'D

- 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.
 - 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).
 6. Representatives of the Local and Provincial Office shall sign the Dissolution of the Local document within thirty (30) days of the Local's final meeting. (Attachment #2).

ATTACHMENT #1
MINUTES OF LOCAL # _____
DATE _____

- 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 facility.

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.

ATTACHMENT #2

Local Executive
Local _____
Address

United Nurses of Alberta
Executive Board
10611-98 Avenue
Edmonton, Alberta

SUBJECT: DISSOLUTION OF A CHARTERED LOCAL TRANSFER OF AUTHORITY

Dear _____:

The Executive Board has reviewed the documentation regarding the funds, property and books of Local ____ and we are satisfied that all funds, property and books of Local _____ have been turned over to the United Nurses of Alberta pursuant to Article 20 of the United Nurses of Alberta Constitution.

Yours truly,

Representative of
Local _____

President
United Nurses of Alberta

LOCALS - FINANCIAL REQUIREMENTS

REFERENCE: Executive Board Meeting - November 1994

FINANCIAL RETURN

Every UNA Local shall complete a financial return for the calendar year, by January 31st of the following year. The completed financial return must be returned to the Secretary/Treasurer at UNA's Provincial Office, to be received no later than April 1.

ANNUAL AUDIT REQUIREMENT

Locals are required to submit for audit all of their financial records to United Nurses of Alberta at the end of each fiscal year. The financial records shall include all funds and properties of any nature held by the Chartered Local.

LOCAL BUDGET

1. All Locals will have a Local Annual General Meeting by December 31st of each year as outlined in the Constitution. A copy of the minutes of that meeting and the approved budget for the next fiscal year that was passed at that meeting will be forwarded to the Provincial Secretary/Treasurer by March 1st of the following year.
2. Should the minutes and approved budget not be forwarded as outlined, the Executive Part-time Local funding will not continue past April 30th. Funding will be reinstated but will not be retroactive, when the minutes and budget are received by the Secretary/Treasurer.

**GUIDELINES FOR DOCUMENT ARCHIVING
AND PERSONAL INFORMATION PROTECTION**

REFERENCE: Executive Board Meeting - August 2005

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 person 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 Procedure – 11.7 shall be directed to the Director of Finance and Administrative Services at Provincial Office.

(Executive Board Meeting- June 2008)

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?”

Locals - Documents to Keep	Locals - 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 Policy and Procedure Manual with updates inserted when distributed from Provincial Office	
UNA Constitution – current	
Roles and Responsibilities Document – current Local/District Fan-Out – current is always available for download in District Conference.	
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
Signed Collective Agreement - current	
Ward/Unit definition letter	
Letters of Understanding – Current	
Job Postings Labour Relations recommends keeping permanently	

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

Districts - Keep	Districts 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.
District Fan-Out – current one available on UnaNet in District Conference	

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

LOCALS - INVESTIGATION OF A LOCAL

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;

LOCALS - INVESTIGATION OF A LOCAL CONT'D

- 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;
 - b. the complaint;
 - c. the motion of the Executive Board to conduct an investigation and;
 - 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.

LOCALS - INVESTIGATION OF A LOCAL CONT'D**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.

(Executive Board, August 1984)

(Executive Board, December 1984)

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.

LOCALS - INVESTIGATION OF A LOCAL CONT'D

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.
7. The Committee shall consist of:
 - a. two Executive Board Members;
 - b. the LRO assigned to the Chartered Local (or her 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.

(Executive Board - August 1984)

LOCALS - MAILINGS**REFERENCE:****MAILINGS TO LOCALS**

1. Mailings to the Locals shall mean to the President only unless otherwise requested.
(Annual Meeting - October 1992)
2. Where a Local requests, the mailouts will also be sent to the other members of the Executive to a maximum of four (4) per Local at no additional cost. The cost of mailing additional copies (more than four) shall be billed to the Local.
(Executive Board Meeting - June/1983; August 1986; November 1986; August 1998)
3. UNA shall consider sending Friday mailouts via E-Mail when possible.
(Executive Board Meeting - May/94)

LOCALS – MERGERS/TRANSFERS

REFERENCE: Executive Board Meeting –February 2007

THIS PROCEDURE IS TO BE USED IN ALL CASES WHERE A CHARTERED LOCAL CHOOSES TO MERGE OR TRANSFER.

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.

(Executive Board Meeting - June 2005)

Process
Merger/Transfer of Entire Local

Bylaw XVI: Merger

- (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.
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

- (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 votes 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.

Process

Merger/Transfer of a Portion of a Local

Bylaw XVI: Merger

- (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 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.

Process Merger/Transfer of a Portion of a Local

Bylaw XVI: Merger

- (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 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.

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. 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.

5. 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.
6. Following the Executive Boards approval/disapproval, an Executive Officer or a District Representative will notify the Locals involved.
7. If the merger/transfer has been approved by the Executive Board, new membership cards will be issued to the transferred members.

LOCALS - OPERATING REQUIREMENTS (FOR LOCALS)

REFERENCE: Executive Board Meeting – September 2010

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 position of 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. Ward/ Unit Representatives

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

The Roles and Responsibilities of the Ward/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 Ward/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. Committees

- The Local shall elect Members to the Committees as outlined in the Collective Agreement including but not limited to Grievance Committee. Committee membership may involve more than just the Local Executive.

LOCALS - OPERATING REQUIREMENTS (FOR LOCALS)

- 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.

4. Meetings

- There shall be a minimum of 4 Local Meetings per year, one of which shall be an Annual General Meeting.
- 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.
- Local shall invite their assigned District Representative to attend at least 1 meeting per year.
- A Local Representative 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 unable to attend, the assigned District Representative shall be notified.

5. Finances

- A copy of the Local Annual General Meeting minutes and the approved budget for the next fiscal year shall be forwarded to the Provincial Secretary/Treasurer by January 31st of the following year.
- Should the minutes and approved budget not be forwarded as outlined, the Local Member Funding will not continue past February 28th. Funding will be reinstated, but will not be retroactive, when the minutes and budget are 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.

6. 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 4.2.

**LOCALS - OPERATING REQUIREMENTS
(FOR MULTI-BARGAINING UNIT LOCALS)**

Reference: Executive Board Meeting – September 2010

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 position of 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.

**LOCALS - OPERATING REQUIREMENTS
(FOR MULTI-BARGAINING UNIT LOCALS) CONT.****3. Committees**

The Local shall elect Members to the Committees as outlined in the Collective Agreement(s) including but not limited to Grievance Committee.

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.

4. Meetings

- There shall be a minimum of 4 Local Meetings per year, one of which shall be an Annual General Meeting.
- 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.
- Local shall invite their assigned District Representative to attend at least 1 meeting per year.
- A Local Representative 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 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.

5. Finances

- A copy of the Local Annual General Meeting minutes and the approved budget for the next fiscal year shall be forwarded to the Provincial Secretary/Treasurer by January 31st of the following year.
- Should the minutes and approved budget not be forwarded as outlined, the Local Member Funding will not continue past February 28th. Funding will be reinstated, but will not be retroactive, when the minutes and budget are received by the Secretary/Treasurer.

**LOCALS - OPERATING REQUIREMENTS
(FOR MULTI-BARGAINING UNIT LOCALS) CONT.**

- 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.

6. 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 4.2.
- Local Executive is expected to communicate with Bargaining Unit Reps prior to each Local meeting and as issues arise.

**LOCALS - PILOT PROJECTS: FLEXIBLE PART-TIME, SEASONAL PART-TIME, BENEFIT
ELIGIBLE CASUALS**

REFERENCE: Executive Board Meeting – November 2007

Where a Member or Employee/Employer requests any of the options under the Letter of Understanding regarding Pilot Projects, the Local shall agree.

LOCALS - SENIORITY TIE BREAKING

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, and will be within the Bargaining Unit. Any Employee importing seniority 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, and then will be placed at the bottom of those Employees with the same seniority date.

(Executive Board Meeting – February 2007)

The implementation date for Seniority Tie Breaking shall be at the completion of the 2009 Transitional Negotiations.

(Executive Board Meeting - March 2008/June 2009)

LOCALS - TRUSTEESHIP

REFERENCE: August 1994 Executive Board Meeting
March 2010 Executive Board Meeting

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.

(Executive Board Meeting - March 2010)

LOCALS - TRUSTEESHIP CONT'D**PROCESS**

1. The Trustees shall select a Chair, Vice-Chair and if necessary a Secretary/Treasurer.
2. 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.
3. 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.
4. 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.
5. The Trustees shall assess the operational, educational and functional needs of the Chartered Local.
6. The Trustees shall facilitate and implement a plan to fulfill the identified needs of the Chartered Local.
7. 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.
8. 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.
9. 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.

(Executive Board Meeting - March 2010)

LOCALS - TRUSTEESHIP CONT'D**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.

(Executive Board Meeting - September 2002)

4. The Chartered Local is operating and functioning in accordance with the UNA Constitution and Bylaws, and the principles and policies.

REVOCAION 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.

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.

(Executive Board Meeting - September 2001; Annual General Meeting 2001)

LOCALS - WCB

REFERENCE: 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.

LOCALS - WEEKEND WORKER

REFERENCE: Executive Board Meeting – November 2007

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

ASSOCIATE MEMBERSHIP

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. Associate Members shall pay an Annual membership fee of ten dollars (\$10.00).
2. Associate Members must not be acting in conflict with the UNA Constitution or Policies or working in the interest of any organization competing with the UNA.
3. Nominations for Associate Membership shall be made by the Chartered Local. At the discretion of the Chartered Local the name of a retired out-of-scope nurse may be submitted providing that the individual was a member in good standing in the UNA up to the time she became out-of-scope.

(Annual General Meeting - October 1997)

4. The Executive Officers shall review the nomination and may grant or deny the application for Associate Membership status. The decision of the Executive Officers shall be communicated to the Chartered Local. If the Executive Officers deny the application, the Chartered Local or the member may appeal the decision to the Executive Board.

(Annual General Meeting - October 1997)

5. 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 or if the member is more than three months in arrears of making the Annual payment of fees.
6. An annual invoice for the Associate Membership fee and a membership renewal form shall be sent to Associate Members. Upon receipt of the fee, a new Associate Membership card shall be issued.
7. Associate Members shall be entitled to attend as an observer to Local, District and Delegate Meetings of UNA. All costs for such attendance shall be borne by the member.
8. Associate Members shall not be entitled to hold elected office in UNA or vote at meetings of UNA.
9. Associate Members shall be “flagged” on membership lists.
10. Associate Members shall not be included in the Local count when establishing delegate entitlement, District Representative entitlement, or when calculating Local Executive part time funding.
11. Associate Members shall receive the UNA Newsbulletin.

(Annual General Meeting - October 1994)

DUES DEDUCTIONS WHILE ON WCB

DUES DEDUCTIONS WHILE ON WCB

Members on WCB for whom union dues are being deducted shall, upon request with submission of pay slips, receive from Provincial Office a reimbursement of dues paid.

(Executive Board Meeting – May 1999)

MEMBERSHIP CARDS

REFERENCE: Executive Board Meeting - January 1989
Executive Board Meeting - December 1982
Executive Board Meeting - February 1984

ANNUAL

Membership cards shall be issued annually from the Provincial Office by January, and shall be recorded stating the year of the membership.

ISSUING OF TEMPORARY CARDS

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

(Executive Board Meeting – March 2002)

INELIGIBILITY LIST

Locals will check membership applications against the current Membership Ineligibility List.

Every six months, the Provincial Office will issue an updated "Ineligibility List" to each Local President.

(Annual General Meeting - November 1991)

MEMBERSHIP LISTS**MEMBERSHIP LISTS AND UPDATING RECORDS**

Information from membership lists from UNA or the Chartered Local shall be used only for the business of the Union. Business of the Union shall not include campaigning for purposes of election.

(Executive Board Meeting – June 2006)

When a member goes from one institution to another she must sign a new application for membership at that institution if she wishes to retain her UNA membership.

The Local shall return newly signed membership applications and membership status change sheets to the Membership Secretary, Provincial Office by the 30th of each month.

The Membership Secretary, Provincial Office, shall mail the current membership lists to each Local every two (2) months. The Local shall review the membership list. Names of members on approved LOA, STD, LTD, WCB, layoff or grieving termination, shall be forwarded by the Local to the Membership Secretary at UNA Provincial Office. Where a Local believes a member should be added to the list, the Local shall send in its white copy of the “Application for Membership” or a xerox copy of the same.

(Executive Board Meeting – June 2002)

Article 3.03 of UNA’s Constitution will be included in the cover letter that is sent to the Locals with their membership lists.

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. She shall not delete the member from the membership list if the list of dues payers from the employer indicates that the member is:

- on approved leave of absence
- on layoff
- grieving termination

Prior to deleting members from the lists, the Membership Secretary shall send a list to the Local of members who have not paid dues for the previous fourteen (14) months. The Local shall notify the Membership Secretary of the status of such persons, including whether the members termination is being grieved.

(Executive Board Meeting – June 2007)

Membership Lists shall be sent from the Membership Secretary, Provincial Office to Local Presidents and Secretaries and the “Membership Secretary” of the Local, if the Local advises the Provincial Membership Secretary of the name and address of this person. Correspondence relating to membership shall also be sent to the Local Membership Secretary.

(Executive Board, August 1984)

Membership lists shall be sent to each Local President every two (2) months and when the annual Membership Cards are mailed.

(Executive Board, December 1982)

MEMBERSHIP LISTS CONT'D**VOLUNTARY RESIGNATIONS**

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

(Executive Board - December 1983)

ADDRESS AND EXECUTIVE CHANGES/PROCEDURES

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

(Executive Board - August 1984/August 1990)

DISTRICT MEMBERSHIP LIST

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

(Executive Board Meeting - February 1982)

DUES LIST FROM THE EMPLOYER

The Membership Secretary shall send to Local Presidents a copy of the Dues Lists submitted by the Employer. The Locals shall review these Dues Lists to determine whether dues have been deducted for all members of the bargaining unit and to determine which duespayers are not signed members.

(Executive Board - August 1984)

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, her application shall be referred to the President of UNA for follow-up.

(Executive Board - December 1983)

MEMBERSHIP REINSTATEMENT

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**

1. The applicant shall apply to the Executive Board as per Article 7 of the UNA Constitution.
2. The applicant must apply to the UNA office for a “Reinstatement Education Package”. She will pay the cost of the package.
3. Prior to the Executive Board considering an applicant for reinstatement into UNA:
 - a. The applicant shall review the material and shall meet with the District Representative and Local President. The purpose of these meetings is to determine the applicant’s understanding of the principles of UNA and her commitment to UNA.
 - b. Upon completion of such education and interviews, the applicant must apply to the Executive Board and shall state her reasons for resignation (if applicable) and her reasons for seeking membership reinstatement in UNA.
 - c. The applicant must submit a letter of reference from both her Local President and her 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.
(Executive Board Meeting - March 1992/Annual Meeting November 1995)
4. Members who are expelled, or who have resigned in the face of charges for failing to support a strike shall be reinstated, upon signing an application for membership. This shall be considered as meeting the criteria in 2 and 3 of the policy “Procedure for Persons applying for Membership Reinstatement”. The individual or Local may apply to the Executive Board for reinstatement.

(Executive Board Meeting - August 1997/August 1998)

Between Meetings of the Executive Board, and when an applicant meets the criteria outlined in 3 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.

(Executive Board Meeting - February 1994/Annual Meeting November 1995)

MEMORIAL PLAQUE STATUS - CRITERIA

REFERENCE: Executive Board Meeting - February 1997

PROCEDURE

1. Application for memorial plaque status made by a Chartered Local, for a deceased member, must be submitted to the Executive Officers.
2. Any name submitted must have been a member in good standing at some time in their nursing career; not on the ineligible list; not resigned in face of charges; not to have been found to be in conflict with the UNA Constitution or Policies or had been working in the interest of any organization competing with the UNA.
3. The Executive Officers shall review the application and may grant or deny the application for memorial plaque status. The Executive Officers will notify the Chartered Local of their decision. If the Executive Officers deny the application, the Chartered Local may appeal the decision to the Executive Board.

MUTUAL AGREEMENTS – DECISION MAKING

**Mutual Agreements
Decision Making on Areas of the Multi-Region Collective Agreement
Where Agreement by the 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 entire Union on the other hand. The Union's decision must not be arbitrary, capricious, discriminatory or wrongful. The representation by the 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.

The recommendations are based on Procedure 1 Letters of Understanding/Addenda, and Procedure 14 Scheduling, as appropriate.

Where identical wording is found in other UNA Collective Agreements, the same process for mutual agreement shall apply.

<i>Article (Number & Name)</i>	<i>Collective Agreement Wording</i>	<i>Process for Agreement</i>
<p>7.02(f) Hours of Work and Scheduling</p>	<p>This section applies subject to Article 7.02(f.1) and unless otherwise agreed in writing by the Union and the Employer.</p>	<p>1. Process for Waiver of 2/5 Day Duty</p> <p>When a request is made for a waiver of 2/5 day duty, the Local President will discuss the request with members of the affected unit and the LRO to ascertain whether this request is necessary. 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 Union. Those eligible to vote are those UNA members who hold a regular or temporary position on that unit or office. This includes member Employees who are on leave as well as the member Employee who is in a temporary position covering for that 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 Union shall agree.</p>

MUTUAL AGREEMENTS – DECISION MAKING CONT.

<p>7.03 Hours of Work and Scheduling</p>	<p>(a) Shift schedules shall be posted twelve (12) weeks in advance.</p> <p>(b) In the event of unusual circumstances, the Employer and the Union may agree in writing on a shorter time period than twelve (12) weeks.</p>	<p><i>1. Process for Waiver of 12-Week Posting</i></p> <p>A secret ballot vote shall be conducted by the Union. Those eligible to vote are:</p> <ol style="list-style-type: none"> 1. all UNA members who hold a regular or temporary positions in that unit or office except those who are on a leave and not expected to return within three months; or 2. those member Employees on a leave and are expected to be on leave for less three months; or 3. member Employees who are in temporary positions covering for leaves of greater than three months; and 4. member Employees whose schedule is changed in the new rotation. <p>This may result in more individuals voting than there are lines in a rotation. The Local shall make reasonable efforts to contact the Local member Employees who are on leave to ascertain their expected return date and to allow the member to exercise her or his right to vote.</p> <p>If 100% of those voting approve the waiver, the Union shall agree.</p>
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MUTUAL AGREEMENTS – DECISION MAKING CONT.

<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 Union.</p>	<ol style="list-style-type: none"> 1. In order for the Union to support an Employee developed schedule, 80% support of the affected Employees on a ward or unit would be required. 2. Vote results shall be posted on the Bargaining Unit Conference for information purposes only.
<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"> 1. The Local Executive of the Local where the position is located shall determine if the request to extend is granted. 2. Notice of the decision to extend shall be posted in the Bargaining Unit Conference folder. 3. Any Local in the Bargaining Unit may appeal the decision to extend. The request to appeal the decision shall be made no later than seven (7) calendar days following the posting of the notice. The appeal shall be forwarded to the UNA members of the Joint Committee. 4. The UNA Joint Committee shall, after discussion with the Locals, determine if it is in the Union’s best interest to extend the temporary position.
<p>14.15 (c) Promotions, Transfers and Vacancies</p>	<p>(c) No Employee may decrease or increase her or his 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 Union.</p>	<p>In each situation the Local Executive shall determine if any other member on that unit would be negatively affected. If none are identified the request will be approved by the Local.</p>

MUTUAL AGREEMENTS – DECISION MAKING CONT.

<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, on the Bargaining Unit Conference.</p>
<p>34.02 (a) Occupational Health & Safety</p>	<p>(a) There shall be an Occupational Health and Safety Committee, which shall be composed of representatives of the Employer and representatives of the Union 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>Each Local will determine if they wish to maintain a Local OH&S committee or join with one or more Locals. Decision to be voted on at a Local meeting. The Local will notify the Employer of their decision in writing.</p> <ol style="list-style-type: none"> 1. The LRO will contact each Local regarding the preference of the Local. 2. The LRO will write to the Employer advising them of the Local's decision.

MUTUAL AGREEMENTS – DECISION MAKING CONT.

<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>Each Local will determine if they wish to maintain a Local PRC committee or join with one of more Locals. Decision to be voted on at a Local meeting. The Local will notify the Employer of their decision in writing.</p> <ol style="list-style-type: none"> 1. The LRO will contact each Local regarding the preference of the Local. 2. The LRO will write to the Employer advising them of the Local's decision.
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MUTUAL AGREEMENTS – DECISION MAKING CONT.

<p>37.01 (a) Extended Workday</p>	<p>Where the parties to this Collective Agreement 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> <ul style="list-style-type: none"> (i) applicable nursing unit (ii) applicable positions (iii) applicable extended work day option. <p>Such list may be amended from time to time by agreement of the parties.</p>	<p>1. (a) Process for moving from standard work day to an extended work day (or Option 1 or 2 of the standard work day) for an entire unit or office</p> <p>A secret ballot vote shall be conducted by the Union. Those eligible to vote are those UNA members who hold regular or temporary positions in that unit or office. This includes member Employees who are on leave as well as member 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 member 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 work day or standard work day option, the Union shall agree. The attached document should be completed and signed by the Local and the Employer.</p> <p>This vote shall not occur more than every three months.</p>
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MUTUAL AGREEMENTS – DECISION MAKING CONT.

		<p>1. (b) Process for an entire unit or office for moving from an extended work day (or Option 1 or 2 of the standard work day) back to the standard work day</p> <p>A secret ballot vote shall be conducted by the Union. Those eligible to vote are those UNA members who hold regular or temporary positions in that unit or office. This includes member Employees who are on leave as well as the member 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 member 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 work day or Option 1 or 2 of the standard work day to the standard work day, the Union shall agree. The Union shall serve notice to the Employer of the outcome of the vote if it is passed.</p> <p>This vote shall not occur more than every three months.</p>
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MUTUAL AGREEMENTS – DECISION MAKING CONT.

		<p>2. (a) Process for a portion of a unit or office for moving from standard work day to an extended work day or Option 1 or 2 of the standard work day</p> <p>A draft rotation is to be produced either by the Union or the Employer. Employees on the unit then select a line on the draft rotation in order of seniority within their FTE. Whenever possible, the regular member 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 Union as to whether the membership agrees to convert the standard work days to the extended work day or Option 1 or 2 of the standard work day. Those eligible to vote are those UNA members who hold regular or temporary positions in that unit or office. This includes member Employees who are on leaves as well as member Employees who are in a 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 member 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 work day or standard work day option, then the Union shall agree. The attached document should be completed and signed by the Local and the Employer.</p> <p>This vote shall not occur more than every three months.</p>
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MUTUAL AGREEMENTS – DECISION MAKING CONT.

		<p>2. (b) Process for situations where a portion of the unit or office is currently under the extended work day or Option 1 or 2 of the standard work day and the union needs to determine whether to withdraw its agreement</p> <p>A secret ballot vote needs to be conducted by the Union. Those eligible to vote are those member Employees working the extended work day or options. This includes member Employees who are on a leave as well as the member Employees who are in temporary position 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 member 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 work day or Option 1 or 2 of the standard work day to the standard work day, then the Union shall agree. The Union shall serve notice to the Employer of the outcome of the vote if it is passed.</p> <p>This vote shall not occur more than every three months.</p>
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MUTUAL AGREEMENTS – DECISION MAKING CONT.

		<p>3. Process for amending the extended work day list</p> <p>Unless otherwise agreed by the Local Executive, a 12 hour line on a rotation that becomes vacant must be posted as a 12 hour line.</p> <p>Newly funded positions may be posted as a standard or extended work day. If the position is posted as an extended work day, the Employer and the Union must update the Extended Work Day agreement.</p> <p>Upon 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 standard to the extended or vice-versa). If the Employee(s) wishes to change, the Local Executive shall agree.</p>
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MUTUAL AGREEMENTS – DECISION MAKING CONT.

<p>42.02 (b) Employment Insurance Premium Reductions</p>	<p>The funds were paid to the Union or a Local Union, or some specific Union administered program, that shall continue, subject to the terms of any existing arrangements. Otherwise, the funds shall be paid to Employees unless the Union and the Employer agree otherwise.</p>	<ol style="list-style-type: none"> 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. 2. Vote results shall be posted on the Bargaining Unit Conference for information purposes only.
<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 (5) days duration, the Employer will wherever possible provide the Employee with twelve (12) weeks notice and in no event will the period of notice be reduced below three (3) weeks without the Union's consent.</p>	<ol style="list-style-type: none"> 1. Following consultation with the affected Employees, approval is to be determined by a majority vote of all Locals directly affected. 2. Each Local to have one vote. The vote and discussion may take place over the Bargaining Unit Conference on the UNAnet. 3. The vote shall take place as soon as possible and no later than seven (7) calendar days of posting of request. 4. The affected Local shall tally and post the vote results on the Bargaining Unit Conference.
<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 twelve (12) weeks notice, or any shorter period of notice agreed to be (sic) the Union.</p>	<ol style="list-style-type: none"> 1. Following consultation with the affected Employees, approval is to be determined by a majority vote of all Locals directly affected. 2. Each Local to have one vote. The vote and discussion may take place over the Bargaining Unit Conference on the UNAnet. 3. The vote shall take place as soon as possible and no later than seven (7) calendar days of posting of request. 4. The affected Local shall tally and post the vote results on the Bargaining Unit Conference.

MUTUAL AGREEMENTS – DECISION MAKING CONT.

<p>44.05(d) Mobility</p>	<p>Any single assignment shall not exceed three (3) months. The term of assignments can be renewed and extended with Union agreement. No Employee will be given more than two (2) such assignments within a twelve (12) month period without the Union's consent</p>	<ol style="list-style-type: none"> 1. Following consultation with the affected Employees, approval is to be determined by a majority vote of all Locals directly affected. 2. Each Local to have one vote. The vote and discussion may take place over the Bargaining Unit Conference on the UNAnet. 3. The vote shall take place as soon as possible and no later than seven (7) calendar days of posting of request. 4. The affected Local shall tally and post the vote results on the Bargaining Unit Conference.
<p>Letter of Understanding Re: Decreasing or Increasing Regular Hours of Work</p>	<p>1(e) A regular full-time or regular part-time Employee can not decrease her or his full-time equivalent (FTE) to less than a point four two full-time equivalent (.42 FTE) pursuant to this Letter of Understanding, unless otherwise agreed between the Employer and the Union.</p>	<p>To be determined by the Local Executive, in consultation with the affected Employees.</p>
<p>Letter of Understanding Re: Decreasing or Increasing Regular Hours of Work</p>	<p>3. No Employee may decrease or increase her or his regular hours of work pursuant to this Letter of Understanding more frequently than once in a calendar year unless otherwise agreed between the Employer and the Union.</p>	<p>To be determined by the Local Executive, in consultation with the affected Employees.</p>
<p>Letter of Understanding Re: Recruitment and Retention Initiatives</p>	<p>IV. WORKFORCE ENHANCEMENT TASK FORCE 1.... Any initiatives that affect the terms and conditions of employment shall require mutual agreement between the Union and the Employer.</p>	<ol style="list-style-type: none"> 1. This would require a Letter of Understanding, to be executed in accordance with the Letter of Understanding/Addenda Procedure. 2. The vote would require a majority of members and a majority of Locals in order to be adopted.

MUTUAL AGREEMENTS – DECISION MAKING CONT.

<p>Letter of Understanding RE: Pilot Projects - Unique Employment Options to Support Recruitment and Retention A) Flexible Part-Time Positions B) Seasonal Part-Time Positions C) Benefit-Eligible Casual Positions</p>	<p>VII. PILOT PROJECTS - UNIQUE EMPLOYMENT OPTIONS TO SUPPORT RECRUITMENT AND RETENTION</p> <p>WHEREAS the parties agree that it may be of mutual benefit to the Employees and the Employer to utilize unique employment options to support enhanced recruitment of new Employees and retention of current Employees,</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> <p>A. Flexible Part-time Position;</p> <p>B. Seasonal Part-time Position; and</p> <p>C. Benefit-Eligible Casual Position</p> <p>Unions and Employers will identify to the Multi-Employer/UNA Joint Committee (Joint Committee) their desire to participate in a Pilot Project(s). No pilot project shall last more than 18 months.</p> <p>The Joint Committee, in collaboration with the Employer and the Union, will document the terms and conditions of the Pilot Project(s), including the agreed upon start date, length of the Pilot Project(s), additional details of the project(s), timeframes for evaluation, and data to be used in the evaluation.</p> <p>Note: In evaluating the Pilot Project(s), the parties may consider, among other information:\</p> <ul style="list-style-type: none"> • the number of units or programs which implemented the Pilot Project(s) • an Employer/Employee satisfaction survey 	<p>Where a member or Employee/Employer requests any of the options under the Letter of Understanding regarding Pilot Projects the Local shall agree.</p>
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MUTUAL AGREEMENTS – DECISION MAKING CONT.

	<ul style="list-style-type: none"> • the results of Employee and Employer exit interviews for reversion or termination of Pilot Project(s) positions • identified barriers and/or challenges • impact on workload <p>The parties shall evaluate the success of the Pilot Project(s) and may agree to renew, amend or delete the Pilot Project(s).</p> <p>A. Flexible Part-time Position Pilot</p> <p>1. Purpose</p> <p>(a) The purpose the Flexible Part-time Position (FPP) Pilot is to:</p> <ul style="list-style-type: none"> (i) provide an Employee with an opportunity to increase her or his FTE, as an alternative to the provisions of Article 14.15; (ii) allow flexibility on additional Shifts not included on the posted schedule; (iii) enhance recruitment by facilitating the creation of higher FTEs; and (iv) create more benefit-eligible part-time positions out of existing part-time positions which are not benefit-eligible. <p>2. Definition</p> <p>(a) An FPP is a position with:</p> <ul style="list-style-type: none"> (i) a specified FTE of no less than 0.4 FTE; (ii) at least 50% of the hours scheduled according to Articles 7: Hours of Work and Scheduling Provisions, 30: Part-time, Temporary, and Casual Employees, or 37: Extended Work Day (except for designated days of rest); and 	
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MUTUAL AGREEMENTS – DECISION MAKING CONT.

	<p>(iii)the remainder of the specified FTE to be scheduled on a flexible basis, as indicated below.</p> <p>(b) A Flexible Part-time Employee shall be guaranteed a specified FTE of no less than 0.4 FTE. Such Employee shall commit to working the specified FTE. If the Employer does not make Shifts available to the Employee to achieve the specified FTE, the Employee shall be paid for the specified FTE.</p> <p>3. (a) FPP Implementation</p> <p>(i) An Employee may request an FPP to increase their existing FTE. Such request shall not be unreasonable denied. Where such a request is granted, such Employee’s existing FTE shall become the scheduled portion of the FPP, and the incremental increase in the Employee’s FTE shall become the flexible portion of the FPP.</p> <p>(ii) The Employer may post an FPP. The posting shall state the portion of the number of hours per Shift and Shifts per cycle that are scheduled, and the portion to be scheduled on a flexible basis.</p> <p>(b) FPP Termination</p> <p>(i) An Employee may terminate their FPP by:</p> <p>(A)providing the Employer with 28 days written notice of their intention to revert to their pre-FPP FTE; or</p> <p>(B)providing the Employer with 28 days written notice of their intention to reduce their FTE down to the scheduled portion of the FPP.</p>	
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MUTUAL AGREEMENTS – DECISION MAKING CONT.

	<p style="text-align: center;">(ii) An Employer may terminate an FPP by issuing a position elimination notice pursuant to Article 15: Layoff and Recall.</p> <p>4. Scheduling of FPP and other Shifts</p> <p>(a) The scheduled portion of the FPP shall be scheduled and posted pursuant to Articles 7: Hours of Work and Scheduling Provision, 30: Part-time, Temporary and Casual Employees, or 37: Extended Work Day (except for designated days of rest).</p> <p>(b) The flexible portion of the FPP shall be scheduled as follows:</p> <p style="padding-left: 20px;">(i) the Employee shall provide the Employer with his or her:</p> <p style="padding-left: 40px;">(A) Shift availability for greater than the flexible portion of their FPP; and</p> <p style="padding-left: 40px;">(B) designated days of rest for a four week period. The Employee shall be assigned Shifts only in accordance with the availability provided by the Employee.</p> <p style="padding-left: 20px;">(ii) Where possible, the Employer will confirm the Employee’s Shifts (based on an Employee’s stated availability) at least 24 hours in advance. Such Shifts shall be paid at the Employee’s Basic Rate of Pay.</p> <p>(c) The Employer shall not require an Employee to work Shifts which provide less than 15.5 hours off between Shifts (except for Employees working the extended workday who shall not be required to work Shifts which provide less than 11.75 hours off between Shifts.)</p>	
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MUTUAL AGREEMENTS – DECISION MAKING CONT.

	<p>(d) Where an Employee works a Shift(s) over and above their FPP, Article 30.01(a) shall apply.</p> <p>5. Sick Leave</p> <p>(a) Sick leave shall be accrued on all hours worked and paid at the Basic Rate of Pay.</p> <p>(b) Sick leave may be taken on any Shift from the scheduled portion or the pre-booked flexible portion of the FPP, in accordance with Article 19: Sick Leave.</p> <p>(c) If an Employee is unable to achieve their specified FTE over the four week period referenced in Item 4(b)(i) due to illness or injury, sick leave will be paid up to the specified FTE.</p> <p>6. Vacation</p> <p>(a) Vacation will be accrued on all hours worked and paid at Basic Rate of Pay.</p> <p>(b) Vacation up to the specified FTE may be requested pursuant to Articles 17: Vacation with Pay, 30: Part-time, Temporary and Casual Employees, and 37: Extended Work Day.</p> <p>B. Seasonal Part-time Employee Pilot</p> <p>1. The definition of Regular Employee under Article 2.04(a) is amended to include (iii) “Seasonal Part-time Employee”, is one who is hired under the terms of this Letter of Understanding.</p> <p>2. A Seasonal Part-time Employee shall be covered by the provisions of Article 30.01, except as provided otherwise below.</p>	
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MUTUAL AGREEMENTS – DECISION MAKING CONT.

	<p>3. A Seasonal Part-time Employee may compress a specified annual FTE into smaller portion of a year (for example, such Employee could work a 0.5 FTE compressed into full-time hours over a six month period). During the remaining months (for example, the remaining six months), the Employee would be under no obligation, and could not be compelled, to accept any scheduled or unscheduled work with the Employer.</p> <p>4. A Seasonal Part-time Employee may achieve such a position by either requesting that their current position be converted into a Seasonal Part-time position, or that a vacancy posted pursuant to Article 14: Promotions, Transfers & Vacancies be converted to a Seasonal Part-time position. Such request shall not be unreasonably denied by the Employer.</p> <p>5. A Seasonal Part-time Employee may choose to be paid either:</p> <p>(a) for those hours actually worked; or</p> <p>(b) as a part-time FTE (for example, in the situation described in Item 3 above, as a 0.5 FTE) over the whole course of the year, both when working the compressed full-time hours, and when not working during the remainder of the year.</p> <p>6. (a) Notwithstanding a Seasonal Part-time Employee working full-time hours for a portion of a year, such Employee's benefit coverage and premiums shall be pro-rated based on the Employee's part-time FTE.</p> <p>(b) Where a Seasonal Part-time Employee opts to be paid according to Item 5(a) above, such Employee shall make prior arrangements with the Employer for the prepayment of the Employee's portion of premiums for the applicable Collective Agreement plans.</p>	
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MUTUAL AGREEMENTS – DECISION MAKING CONT.

	<p>7. (a) Such Employee’s vacation and sick leave accrual shall be based on her or his regular hours worked.</p> <p>(b) Vacation and sick leave shall only be utilized during the compressed work period described in Item 3 above.</p> <p>C. Benefit-Eligible Casual Employee Pilot</p> <p>1. Purpose</p> <p>(a) The purpose the Benefit-Eligible Casual Employee (BECE) Pilot is to:</p> <ul style="list-style-type: none"> (i) retain existing Casual Employees; (ii) Provide flexible options for Employees as they transition through life stages; and (iii) enhance recruitment opportunities. <p>2. Definition</p> <p>A BECE is a Casual Employee with a guaranteed specified FTE of no less than 0.4 FTE and no specified hours per Shifts or Shifts per Shift cycle. A BECE shall be eligible for sick leave pursuant to Article 19: Sick Leave, benefits pursuant to Article 21: Prepaid Health Benefits, and Article 29: Pension Plan, as amended below. Unless otherwise specified below, Article 30.03 shall apply.</p> <p>3. (a) BECE Implementation</p> <ul style="list-style-type: none"> (i) A Casual Employee may request to become a BECE at a mutually agreed FTE of not less than 0.4 FTE. 	
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MUTUAL AGREEMENTS – DECISION MAKING CONT.

	<p>ii) An Employer may post a BECE. The posting shall indicate the specified guaranteed FTE which shall be no less than 0.4 FTE.</p> <p>(b) BECE Termination</p> <p>(i) A BECE may revert to casual status by providing the Employer with 28 days written notice of their intention to revert to casual status; or</p> <p>(ii) An Employer may terminate these positions in which case the BECE shall revert to casual status.</p> <p>4. Scheduling of BECE Shifts</p> <p>(a) The BECE will provide the Employer with his or her Shift availability and Shift choices, which exceed their guaranteed FTE, over a four week period.</p> <p>(b) The Employer shall confirm assigned Shifts with the BECE. The Employee shall be assigned Shifts only in accordance with the availability provided by the Employee.</p> <p>(c) Where possible, the Employer shall confirm the Employee’s Shifts (based on the Employee’s stated availability) at least 24 hours in advance. Such Shifts shall be paid at the Employee’s Basic Rate of Pay.</p> <p>(d) The Employer will not require an Employee to work Shifts which provide less than 15.5 hours off between Shifts (except for Employees replacing an Employee who normally works the extended workday, who shall not be required to work Shifts which provide less than 11.75 hours off between Shifts.)</p> <p>(e) Where an Employee works a Shifts(s) over and above their specified FTE, Article 30.03 shall apply.</p>	
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MUTUAL AGREEMENTS – DECISION MAKING CONT.

	<p>5. Sick Leave</p> <ul style="list-style-type: none"> (a) Sick leave will be accrued on the BECE’s FTE. (b) Sick leave may be taken up to the BECE’s FTE, for pre-booked Shifts where the BECE cannot work due to illness or injury. (c) If, as a result of illness or injury, a BECE is unable to report for a Shift that has not been pre-booked, the Employee shall be paid sick leave for that Shift provided that they were unable to achieve their guaranteed FTE by the end of the four week period. <p>6. Vacation</p> <p>Prior to implementing a BECE pilot, the Employer and Union shall specify how the vacation provisions shall be applied.</p>	
<p>IV: Capital Health Addendum C: Local #183</p>	<p>Section 2 (D) 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 Union.</p>	<ul style="list-style-type: none"> 1. This would require a Letter of Understanding, to be executed in accordance with the Letter of Understanding /Addenda Procedure. 2. Vote results shall be posted on the Bargaining Unit Conference for information purposes only.

MUTUAL AGREEMENTS – DECISION MAKING CONT.

<p>IV: Capital Health Addendum D: Local #196</p>	<p>4 (A)(ii) Amend Article 7.02 (f) to read: "7.02 (f) Unless otherwise agreed in writing by the Union and the Employer, Employees working shift patterns 7.02(d) (v), shall be assigned day duty at least twenty-eight percent (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 2/5 day duty, the Local President will discuss the request with members of the affected unit and the LRO to ascertain whether or not this request is absolutely necessary. A copy of the shift schedule will be provided. The LRO will discuss the necessity of this with the Director of Labour Relations and Executive Officers. If approved by the Director of Labour Relations and Executive Officers, the full-time, part-time and temporary Employees on the affected ward or unit shall vote to approve the waiver, 80% majority is necessary for approval.</p> <p>2. Vote results shall be posted on the Bargaining Unit Conference for information purposes only.</p>
<p>V. Caritas Health Group Addendum B: Local #11, Local #79</p>	<p>3. EMPLOYEES WORKING IN OTHER BARGAINING UNITS Sharing of Expertise, Education or Maintenance of Skills (a) Skill Maintenance.... Any single assignment shall not exceed three (3) months. The term of assignments can be renewed and extended with Union agreement.</p>	<p>1. The Local that has been made aware of the request shall communicate with the other affected Local on the Caritas Conference.</p> <p>2. Following consultation with the affected Employees, approval is to be determined by a majority vote of the affected Locals.</p> <p>3. Each Local to have one vote. The vote and discussion may take place over the Caritas Conference on the UNAnet.</p> <p>4. The vote shall take place as soon as possible and no later than seven (7) calendar days of posting of request.</p> <p>5. The affected Local shall tally and post the vote results on the Caritas Conference.</p>

MUTUAL AGREEMENTS – DECISION MAKING CONT.

<p>V. Caritas Health Group Addendum B: Local #11, Local #79</p>	<p>(b) Education.... Any single assignment shall not exceed three (3) months. The term of assignments can be renewed and extended with Union agreement.</p>	<ol style="list-style-type: none"> 1. The Local that has been made aware of the request shall communicate with the other affected Local on the Caritas Conference. 2. Following consultation with the affected Employees, approval is to be determined by a majority vote of the affected Locals. 3. Each Local to have one vote. The vote and discussion may take place over the Caritas Conference on the UNAnet. 4. The vote shall take place as soon as possible and no later than seven (7) calendar days of posting of request. 5. The affected Local shall tally and post the vote results on the Caritas Conference.
<p>V. Caritas Health Group Addendum B: Local #11, Local #79</p>	<p>(g) Conditions For Employees assigned to work in another bargaining unit, the following conditions shall apply: (i) Twelve (12) 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. The twelve (12) week notice period may be waived if there is agreement between the Union and the Employer.</p>	<ol style="list-style-type: none"> 1. The Local that has been made aware of the request shall communicate with the other affected Local on the Caritas Conference. 2. Following consultation with the affected Employees, approval is to be determined by a majority vote of the affected Locals. 3. Each Local to have one vote. The vote and discussion may take place over the Caritas Conference on the UNAnet. 4. The vote shall take place as soon as possible and no later than seven (7) calendar days of posting of request. 5. The affected Local shall tally and post the vote results on the Caritas Conference.

MUTUAL AGREEMENTS – DECISION MAKING CONT.

<p>VI: Capital Health and Caritas Health Group. Addendum A</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 (3) months. The term of assignments can be renewed and extended with Union agreement.</p>	<ol style="list-style-type: none"> 1. The Local that is approached by the Employer will post the information on the Bargaining Unit and Caritas Conferences. 2. Approval is to be determined by a majority vote of all affected Locals. 3. Each Local to have one vote. The vote and discussion may take place over the Bargaining Unit Conference on the UNAnet. 4. The vote shall take place as soon as possible and no later than seven (7) calendar days of posting of request. 5. The affected Local shall tally and post the vote results on the Bargaining Unit and Caritas Conferences.
<p>VI: Capital Health and Caritas Health Group. Addendum A</p>	<p>(b) Education.... Any single assignment shall not exceed three (3) months. The term of assignments can be renewed and extended with Union agreement.</p>	<ol style="list-style-type: none"> 1. The Local that is approached by the Employer will post the information on the Bargaining Unit and Caritas Conferences. 2. Approval is to be determined by a majority vote of all affected Locals. 3. Each Local to have one vote. The vote and discussion may take place over the Bargaining Unit Conference on the UNAnet. 4. The vote shall take place as soon as possible and no later than seven (7) calendar days of posting of request. 5. The affected Local shall tally and post the vote results on the Bargaining Unit and Caritas Conferences.

NOMINATION WITHDRAWAL

REFERENCE: Executive Board Meeting - November 1998

PROCEDURE

In the event a candidate withdraws her nomination for a position to be elected at the Annual General Meeting of the UNA, she shall notify the President in writing. The President shall then notify the Legislative Committee. The nomination shall be null and void if withdrawal takes place after the deadline of 60 days prior to the Annual General Meeting.

SATELLITE UNITS

REFERENCE: Executive Board Meeting - August 2000

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.

(Executive Board Meeting – June 2008)

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.

SCHOLARSHIPS/BURSARIES/GRANTS

REFERENCE: Executive Board Meeting – March 2011

I. UNA - NURSING SCHOLARSHIPS

Intent: 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 in good standing. The award is intended to encourage enrollment and to assist the student with funding their first year of full-time studies in an recognized nursing program in Alberta.

Award: UNA will give out a minimum of six (6) annual awards of \$750 each.

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

Process: 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: 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 the 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 on or about the following January 15th. To collect the award, the successful applicant will have to provide proof to UNA of current full-time registration in an accredited nursing program in Alberta.

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

II. 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.

SCHOLARSHIPS/BURSARIES/GRANTS CONT.

REFERENCE: Executive Board Meeting – September 2003

III. 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
 - if two applicants - \$3,000 each
 - 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. ECOHS Committee will review/approve the applicants for this Bursary.

IV. GRANT - INTERNATIONAL SOLIDARITY FUND

UNA will support up to four UNA members annually to engage in missions abroad that provide humanitarian assistance or capacity-building to a host community. The amount of support will be determined based on annual Fund income. Members will be asked to submit written requests and upon support, are required to file a written report with the Committee on their experience. Selection criteria includes the strength of the application with preference given to first time applicants. Balance will be sought between projects.

All applications are due at the end of the year preceding the year in which travel will take place, for example, applications for travel in 2012 are due December 31, 2011.

Applications to be reviewed at the first Provincial Board Meeting of the year, by the Membership Committee.

NOTE FOR 2011:

The deadline for applications for travel in 2011 are due May 31, 2011 and will be awarded at the June 2011 Executive Board Meeting (May 31 to June 3, 2011). Applications shall be submitted to the UNA Provincial Office no later than 1630 May 31, 2011.

SCHEDULING

REFERENCE: Executive Board Meeting – September 2008

PROVINCIAL CONTRACT

On any particular unit or in any office, each Employee's schedule is interdependent on other Employees' schedules. For example, if half of a unit changes their schedule to an extended workday, the schedule of the entire unit or office will be affected both in terms of the scheduled days of work and how the work is carried out.

The Collective Agreement provides many scheduling options, including the move from the standard work day to an extended work day, waiving of 2/5 days, and waiving 12 weeks posting. In all of these situations, union approval is required. This policy outlines the process for obtaining union approval.

1. (a) Process for moving from standard work day to an extended work day (or Option 1 or 2 of the standard work day) for an entire unit or office

A secret ballot vote shall be conducted by the Union. Those eligible to vote are those UNA members who hold regular or temporary positions in that unit or office. This includes member Employees who are on leave as well as member 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 member Employees who are on leaves so they may also be able to exercise their right to vote.

If 80% of those voting approve the move to the extended work day or standard work day option, the Union shall agree. The attached document should be completed and signed by the Local and the Employer.

This vote shall not occur more than every three months.

1. (b) Process for an entire unit or office for moving from an extended work day (or Option 1 or 2 of the standard work day) back to the standard work day

A secret ballot vote shall be conducted by the Union. Those eligible to vote are those UNA members who hold regular or temporary positions in that unit or office. This includes member Employees who are on leave as well as the member 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 member Employees who are on a leave so they may also be entitled to vote.

SCHEDULING CONT'D

If a simple majority of those voting approve the move from the extended work day or Option 1 or 2 of the standard work day to the standard work day, the Union shall agree. The Union shall serve notice to the Employer of the outcome of the vote if it is passed.

This vote shall not occur more than every three months.

2. (a) Process for a portion of a unit or office for moving from standard work day to an extended work day or Option 1 or 2 of the standard work day

A draft rotation is to be produced either by the Union or the Employer. Employees on the unit then select a line on the draft rotation in order of seniority within their FTE. Whenever possible, the regular member 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.

A secret ballot vote shall be conducted by the Union as to whether the membership agrees to convert the standard work days to the extended work day or Option 1 or 2 of the standard work day. Those eligible to vote are those UNA members who hold regular or temporary positions in that unit or office. This includes member Employees who are on leaves as well as member 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 member Employees who are on a leave so they may also be able to exercise their right to vote.

If 80% of those voting approve the move to the extended work day or standard work day option, then the Union shall agree. The attached document should be completed and signed by the Local and the Employer.

This vote shall not occur more than every three months.

2. (b) Process for situations where a portion of the unit or office is currently under the extended work day or Option 1 or 2 of the standard work day and the union needs to determine whether to withdraw its agreement

A secret ballot vote needs to be conducted by the Union. Those eligible to vote are those member Employees working the extended work day or options. This includes member Employees who are on a leave as well as the member 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 member Employees who are on a leave so they may also be entitled to vote.

SCHEDULING CONT'D

If a simple majority of those voting approve the move from the extended work day or Option 1 or 2 of the standard work day to the standard work day, then the Union shall agree. The Union shall serve notice to the Employer of the outcome of the vote if it is passed.

This vote shall not occur more than every three months.

3. Process for amending the extended work day list

Unless otherwise agreed by the Local Executive, a 12 hour line on a rotation that becomes vacant must be posted as a 12 hour line.

Newly funded positions may be posted as a standard or extended work day. If the position is posted as an extended work day, the Employer and the Union must update the Extended Work Day agreement.

Upon 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 standard to the extended or vice-versa). If the Employee(s) wishes to change, the Local Executive shall agree.

4. 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 members of the affected unit and the LRO to ascertain whether this request is necessary. 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 Union. Those eligible to vote are those UNA members who hold a regular or temporary position on that unit or office. This includes member Employees who are on leave as well as the member Employee who is in a temporary position covering for that 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 Union shall agree.

5. Process for Waiver of 12-Week Posting

A secret ballot vote shall be conducted by the Union. Those eligible to vote are:

1. all UNA members who hold a regular or temporary positions in that unit or office except those who are on a leave and not expected to return within three months; or
2. those member Employees on a leave and are expected to be on leave for less than three months; or

SCHEDULING CONT'D

- 3. member Employees who are in temporary positions covering for leaves of greater than three months; and
- 4. member Employees whose schedule is changed in the new rotation.

This may result in more individuals voting than there are lines in a rotation. The Local shall make reasonable efforts to contact the local member Employees who are on leave to ascertain their expected return date and to allow the member to exercise her or his right to vote.

If 100% of those voting approve the waiver, the Union shall agree.

**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

SECRET BALLOT VOTING PROCEDURE

REFERENCE: Executive Board Meeting - February 1995

ANNUAL GENERAL MEETING - SECRET BALLOT VOTING PROCEDURE

1. The Credential Chairperson shall designate the location of the polling station.
2. The Credential Chairperson shall ensure that the polling station is furnished with voting compartments arranged so that a member may mark his or her ballot without interference or interruption.
3. The Credential Chairperson shall have the responsibility for the preparation of an official list of those entitled to vote. Those eligible to vote must be registered by 5:00 p.m. on the 1st day of the Annual General Meeting.

(Executive Board Meeting - August 1997)

4. The Credential Chairperson shall ensure that all supplies, i.e. ballot boxes, ballots, voter's list, etc. are at the polling station.
5. The Credential Chairperson shall immediately after the opening of the polling station, show each ballot box to the persons present at the polling station so they can see it is empty, lock the box and place a seal on it to prevent it from being opened without breaking the seal and place the box in her or his view for the receipt of ballots.
6. The decision of the Credential's Chairperson shall be final and binding.
7. Ballots
 - a. The name of each candidate and the position she/he is running for shall be printed on the ballot.
 - b. This shall be done in alphabetical order.
 - c. The ballots shall be serially numbered with the number of each ballot appearing on stub and ballot.
 - d. The Credential Chairperson shall maintain a record of:
 - i. quantity of ballots provided to each District.
 - ii. the serial numbers of the ballots.

SECRET BALLOT VOTING PROCEDURE CONT'D

8. Polling Hours

Polling hours will be announced on Day 1 of the Annual General Meeting.

(Executive Board Meeting – November 1999)

9. At closing time the entrance to the polling station shall be closed and only those persons inside the polling station shall be allowed to vote.

10. Credential Chairperson or her/his designate, which may include an Employee of UNA, shall be present at the polling station during the polling hours.

11. Provision for an Election between Two Candidates for one Position

- a. Elections which involve two candidates for one position shall be determined by a majority decision of the voting delegates present and voting. A simple ballot shall be provided for such elections. Voters shall indicate their preference by marking the ballot with an X beside their preferred candidate.

12. Provision for Election of Multiple Candidates for one Position or Multiple Candidates for Multiple Positions

- a. Elections which involve multiple candidates for one position or multiple candidates for multiple positions shall be determined by a majority decision of the voting delegates present and voting on the basis of a single ballot using the Preferential Ballot Transferable Vote System.
- b. Eligible voters may mark on the transferable vote ballot form any number of X vote choices up to or equal to the number of candidates to be elected.
- c. In addition, eligible voters may rank the remaining candidates as alternates “1”, “2”, “3”, etc. in the order of the voters preference. This ranking of alternates shall be recorded on the transferable vote ballot form.
- d. On the initial count of the transferable vote ballots, the X votes for each candidate shall be counted to determine if the required number of candidates have achieved the requisite majority vote.
- e. If this has not occurred, successive counting of the transferable votes shall continue until the required number of candidates for the positions are elected with the required majority vote.
- f. On each subsequent count the candidate with the lowest number of X marks is eliminated and these ballots are re-allocated amongst the remaining candidates according to the voters ranking of the alternates.
- g. This process of elimination of candidates and re-allocation of votes is continued until the required number of candidates are elected with the requisite majority vote.

SECRET BALLOT VOTING PROCEDURE CONT'D

- h. On the final count, if more than the required number of candidates should have a majority, then the required number of candidates with the largest majorities are elected.
- i. The following voting rules shall be applied:
 - i. Votes are cast by marking the ballot with either an X or a numeral in the boxes opposite the names of the candidates.
 - ii. The voter may indicate a number of initial or primary choices up to and including the number of vacant positions by marking an X in the box opposite the names of the candidates selected.
 - iii. Voters may indicate any alternate choices by ranking the other candidates in the boxes opposite the names of the candidates in the “voter choice” column in numerical order of the voters alternate choice.
 - iv. Any ballot containing no X choices or containing more X choices than the number of vacancies to be filled, is a spoiled ballot.
 - v. A blank ballot is a spoiled ballot.
 - vi. On any count where it is not possible for the scrutineers to determine for whom the delegate intended to allocate a vote, the ballot is a spoiled ballot.
 - vii. Once allocated as a spoiled ballot on any count, that ballot shall continue to be considered a spoiled ballot on all subsequent counts.
 - viii. The number of spoiled ballots shall be taken into account in ascertaining the number of delegates voting for the purpose of computing the requisite majority.
- 13. Determination of questions incidental to voting and counting.
 - a. All questions which are incidental to voting or to the counting of ballots shall be determined by the Credential Chairperson and scrutineers in accordance with the relevant provisions of the Constitution and the foregoing rules.
 - b. A ruling of the Credential Chairperson and scrutineers on any such question may be appealed to the Annual General Meeting by a candidate and the decision of the Annual General Meeting shall be final and binding.
- 14. The ballots will be destroyed following the Annual General Meeting unless otherwise directed by the assembly.

(Executive Board Meeting – November 1999)

**SUPPORT BY UNA AND ITS MEMBERS
IN THE EVENT OF JOB ACTION BY OTHER WORKERS**

REFERENCE: Executive Board Meeting - May 1998
Executive Board Meeting – September 2009

In the event of threatened or actual job action:

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

**ADDENDUM B: PROCESS TO AMEND MULTI-SITE POSITIONS AND
SPECIALIZED SERVICE AREAS - CALGARY ACUTE CARE LOCALS**

REFERENCE: Executive Board Meeting - February 2000

1. The Employer shall give notice in writing to the presidents of all locals listed in Addendum B, and also to the UNA Director of Labour Relations, of its proposal to amend the list of Multi-Site Positions or the list of Specialized Service Areas. Such notice shall specify the unit/program, the site(s) affected, the number of positions, and the names of the UNA members working in the service or similar service at all sites, and their current and proposed FTEs.
2. The Calgary Acute Care Local Reps shall contact the affected Employee(s) (by phone or meeting) to outline the Employer's proposal and to gather additional information.
3. The Calgary Acute Care Local Reps & LRO(s) will meet with the employer to discuss the proposal.
4. The Calgary Acute Care Local Reps and LRO(s) formulate their recommendation. Multi-site positions or specialized service areas will only be agreed to if the employer has shown that there is no other viable alternative.
5. Each Local named in Addendum shall have a Local Meeting to inform the membership of the proposed change, and seek Local endorsement. Notice of the meeting and the issues to be discussed shall be given.
6. The Calgary Acute Care Local Reps and LRO(s) shall meet. If there is consensus (unanimity) amongst the Locals, the proposed change will be agreed to and the employer shall be informed.

VOTING - REMOTELY

REFERENCE: Executive Board Meeting – June 2006

REMOTE VOTING

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

- i. The member requests and receives approval from the President or designate of her Local.
- ii. If practicable the home Local President or designate shall attempt to seek approval from the remote Local President or designate for the remote vote.
- iii. The home Local President or designate shall notify the member of the outcome of the request.
- iv. If remote voting has occurred, the remote Local President or designate shall inform the President or designate of the home Local of the vote results in a timely manner.

VOTING – ADVANCE POLLS

REFERENCE: Executive Board Meeting – November 2003

PROCEDURE FOR ADVANCED POLLS FOR STRIKE/RATIFICATION VOTES:

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

1. Locals may conduct an advance poll by:
 - i. Local Executive determination; or
 - ii. One or more members request an advance poll,

The Local shall, if practicable, conduct such a poll.

(Executive Board Meeting - June 2005)

2. Locals conducting Advanced polls must contact the Executive Administrative Assistant, with as much notice as possible, to ensure timely receipt of the voting package.
3. The Local must have an Information Meeting at least 24 hours prior to commencement of the advanced poll.
4. The Local must provide as much notice as possible to the Membership. Notice must include date, time, and location of vote.
5. Advanced polling hours can be determined by the Local to meet their needs.
6. Ballots and the Membership list used for the purposes of Advanced polling must be held in a secure location. The Returning officer for the Advanced poll must ensure transfer of advanced ballots and Membership list to the Returning Officer of the main poll.
7. Ballots from the Advanced poll shall be added to the main ballot box, and will be counted at the conclusion of the main poll.

STRIKE VOTE/RATIFICATION VOTE PROCEDURE

REFERENCE: Executive Board Meeting – February 2004

UNA STRIKE AND RATIFICATION VOTE PROCESS - CONSTITUTIONAL REQUIREMENTS

Article 11 of the UNA Constitution contains requirements for an 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 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 vote must take place in an area accessible to all members eligible to vote. Consult with your employer prior to announcing the location if you want to hold the vote on the employer's premises. UNA may recommend that 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 allowed. An advanced poll may be determined by the Local, as necessary. **(See Advance Poll Procedure – 23)**

STRIKE VOTE/RATIFICATION VOTE PROCEDURE CONT.**2. What is Needed?**

Suggested materials include:

- Ballot Box(es) (these boxes may be borrowed from other organizations, political parties, City Hall or created from shoe boxes etc.) 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)
- Voting Booth (to ensure privacy) - the booth may be made from cloth, cardboard, or bristol board
- Pens
- Voter List (Eligible and ineligible)
- 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.)

STRIKE VOTE/RATIFICATION VOTE PROCEDURE CONT.**3. Duties****a. Returning Officer**

The Returning Officer is appointed by the Local/Local Executive to ensure the vote is conducted in accordance with approved procedures. Responsibilities include:

- ensuring that members have been notified of the date, time and location of the vote.
- ensuring that materials necessary for the vote are available and that the ballot boxes are empty prior to the vote.
- ensuring that there is privacy for the marking of ballots.
- controlling activities around the polling station.
- ensuring that procedures regarding contested ballots or voter eligibility are followed.
- ensuring that ballot boxes are sealed and transported to a central counting place.
- ensuring the ballot box is in sight of Returning Officer/Scrutineer at all times during the vote.
- ensuring the counting of ballots is orderly.
- making determinations on sealed ballots.
- completing and returning the Declaration of Vote form to Provincial Office.
- notifying the Local President of the vote results.
- ensuring that 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. Responsibilities include:

- 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.

STRIKE VOTE/RATIFICATION VOTE PROCEDURE CONT.

- declaring the polls open and closed at the designated times (members rely on the times specified).
- ensuring only UNA members are given a ballot (by checking the membership card).
- ensuring that 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; give out only a few at one time).
- ensuring that 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.

4. The Vote

- a. All strike or ratification votes are conducted by secret ballot.
- b. The voter must produce their UNA membership card to the scrutineer. The voter's name is then crossed out/highlighted on the voter list to indicate that they have voted. This process also allows an opportunity to check the accuracy of the Local membership list (addresses, etc.). A list of changes/corrections should be kept and forwarded to Provincial Office.
- c. The scrutineer places their own initials in the lower right hand corner of the ballot.
- d. The scrutineer gives the eligible voter the initialled ballot.
- e. The voter marks the ballot in a designated voting booth/area.
- f. The voter, after marking the ballot, folds the ballot and places it into the sealed ballot box.

5. Counting the Ballots

- a. Ballots must not be counted until the poll is closed.
- b. All eligible voters except for the Local President, the scrutineers and the Returning Officer must leave the counting area prior to the counting of the ballots. This ensures that the results are known only by those counting and by Provincial Office (and eliminates employers identifying possible "weak" links).
- c. The scrutineers, Returning Officer and the Local President open the sealed box(es) and count the ballots. If more than one box has been used, all ballots must be mixed together prior to the count. Counting must be done by two or more people.

STRIKE VOTE/RATIFICATION VOTE PROCEDURE CONT.

- d. Spoiled ballots are those whereby the scrutineers are unable to determine whether the vote was yes or no, or where no box has been marked.
- e. Once the ballots are counted, the results must be telephoned to Provincial Office immediately. The Declaration of Vote form must also be completed and mailed or faxed to UNA Provincial Office.
- f. After the completion of ballot counting, if there is no possibility that any person will ask for a recount, the ballots can be ordered to be destroyed or filed with the secretary for a period of time (such as a month) before being destroyed.

6. Special Circumstances in Voting

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

- a. 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). An application form for UNA membership should be completed. A list of changes/corrections should be kept and forwarded to the UNA Provincial Office.
- b. 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.
- c. 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 that 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 6 (d) below.

- d. 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.

STRIKE VOTE/RATIFICATION VOTE PROCEDURE CONT.

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

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.

Determination of Sealed Ballots

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 that 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 that 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. Results**According to UNA Policy:**

- a. In a ratification vote, the decision to ratify a Local's contract shall be decided by a majority vote of those Local members voting. Where the Local is in group bargaining with other Locals, the decision to ratify a collective agreement shall be based on majority votes of both the members and the Locals 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 voting and the membership voting.
- c. Parity and equity for all groups in bargaining is a key priority for UNA. We will be holding one ratification vote for nurses in the current round of bargaining.