

APRIL 2024

Policies and Procedures Manual

Calendar of events

Executive Board Meetings

- December 4-8, 2023
- February 27-29, 2024

Annual General Meeting

October 22-24, 2024

Deadline Dates

March - Constitutional Amendment and Policy Resolution forms shall be posted in the AGM Conference on UNANet.

April 20, 2023 - Memo posted to Locals enclosing nomination forms.

May 10, 2023 - Deadline for Constitutional Amendments and Policy Resolutions in Provincial Office.

August 3, 2023 - Memo posted regarding registration for hotel accommodation and “Expense Guidelines”.

Memo sent to Locals Re: District Rep. Entitlement.

August 18, 2023 - Deadline for receipt of nominations in Provincial Office.

August 28, 2023 - List of Nominees signed.

September 1, 2023 - Memo sent to Locals outlining their Local Delegate Entitlements and enclosing packages for the AGM.

Rates to be used when filling in expense claims

Salary Replacement

Salary replacement shall be based on “**Basic Rate of Pay**” unless otherwise approved by Letters of Understanding in a Collective Agreement, Local authorization or UNA policy.

Mileage

55¢ per km (or Government of Alberta rates, whichever is greater)

Meal Replacement

\$65.00 per day broken down as follows:

- Breakfast \$15.00
- Lunch \$20.00
- Supper \$30.00

Glossary

Commonly Used Abbreviations in UNA

United Nurses of Alberta

CD	Central District
CD Rep	Central District Representative
DFAS	Director of Finance and Administrative Services
DIS	Director of Information Systems
DLR	Director of Labour Relations
DMS	Data Management System
EO's	Executive Officers
LRM	Labour Relations Manager
LRO	Labour Relations Officer
NCD	North Central District
NCD Rep	North Central District Representative
ND	North District
ND Rep	North District Representative
OH&SA	Occupational Health & Safety Advisor
PAU	Provincially Administered Unit
PRA	Professional Responsibility Advisor
SARO	Southern Alberta Regional Office (Calgary)
SCD	South Central District
SCD Rep	South Central District Representative
SD	South District
SD Rep	South District Representative
SMG	Senior Management Group (includes UNA Executive Officers and Directors)
UNA	United Nurses of Alberta

Nursing Unions

AUNP	Alberta Union of Nurse Practitioners
BCNU	British Columbia Nurses Union
CFNU	Canadian Federation of Nurses Unions
FIQ	Federation Interprofessionnelle de la Santé du Québec
GNU	Global Nurses United
MNU	Manitoba Nurses Union
NBNU	New Brunswick Nurses Union
NSNU	Nova Scotia Nurses Union
ONA	Ontario Nurses Association
PEINU	Prince Edward Island Nurses Union
RNUNL	Registered Nurses' Union Newfoundland and Labrador
SUN	Saskatchewan Union of Nurses

Alberta Unions and Labour Organizations

AFL	Alberta Federation of Labour
ATA	Alberta Teachers Association
AUPE	Alberta Union of Provincial Employees
CUPE	Canadian Union of Public Employees
HSAA	Health Sciences Association of Alberta
UFCW	United Food & Commercial Workers Union

Other Organizations

AAN	Alberta Association of Nurses
AHS	Alberta Health Services
ALRB	Alberta Labour Relations Board
AWHC	Alberta Workers Health Centre
CLC	Canadian Labour Congress
CNA	Canadian Nurses Association
CNSA	Canadian Nursing Students' Association
CLPNA	College of Licensed Practical Nurses of Alberta
CRNA	College of Registered Nurses of Alberta
CRPNA	College of Registered Psychiatric Nurses of Alberta
FOM	Friends of Medicare
ICN	International Council of Nurses
LAPP	Local Authorities Pension Plan
NPAA	Nurse Practitioner Association of Alberta
PI	Parkland Institute
PIA	Public Interest Alberta
RPNAA	Registered Psychiatric Nurses Association of Alberta
WCB	Workers Compensation Board

Collective Agreement

ABC	Alberta Blue Cross
AD&D	Accidental Death and Dismemberment
EI	Employment Insurance
FTE	Full-time Equivalency
LOU	Letter of Understanding
LTC	Long-Term Care
LTD	Long-Term Disability
OH&S	Occupational Health & Safety
OT	Overtime
PRC	Professional Responsibility Concern
PRCC	Professional Responsibility Concern Committee
PRCF	Professional Responsibility Concern Form
STD	Short-Term Disability

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Affiliate Boards/Committees

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2023

UNA members may attend affiliate boards, committees and caucuses as per affiliate policies and bylaws. See Funding #10 “Expenses”.

1.0 Elected Affiliate Equity Caucus Positions

UNA members in good standing who self-identify and are elected at an affiliate equity caucus as the representative to the affiliate’s executive council shall be funded by UNA as per Funding #10 during their elected term to attend meetings for which their presence is required for the purposes of quorum, or such meetings as authorized by the Executive Officers.

Caucus representatives funded by UNA shall submit a written report to each UNA executive board meeting.

2.0 Appointed Affiliate Committee or Board Positions - See Flowchart 1

UNA reserves the right to appoint its representatives to committees or boards of affiliated or allied organizations as deemed necessary by the executive board.

2.1 Executive Board Members

Members of the UNA executive board receive right of first refusal when appointments to affiliate boards and committees are made. Executive board members will be asked to express interest in filling such positions as vacancies arise. Should more executive board members express interest than there are vacancies, the executive board will vote to elect the UNA representative(s) and/or alternates to the position(s).

Appointees shall be entitled to funding as per Funding #10 to attend meetings for which their presence is required for the purposes of quorum, or such meetings as authorized by the Executive Officers. They will be entitled to remain on the affiliate board or committee for the duration of their UNA executive board term (maximum of two years between requests for expressions of interest) or the length of term as determined by the affiliate, whichever is shorter. There is no limit to the number of terms that can be served. Appointees shall submit a written report to each UNA executive board meeting.

2.2 UNA Members

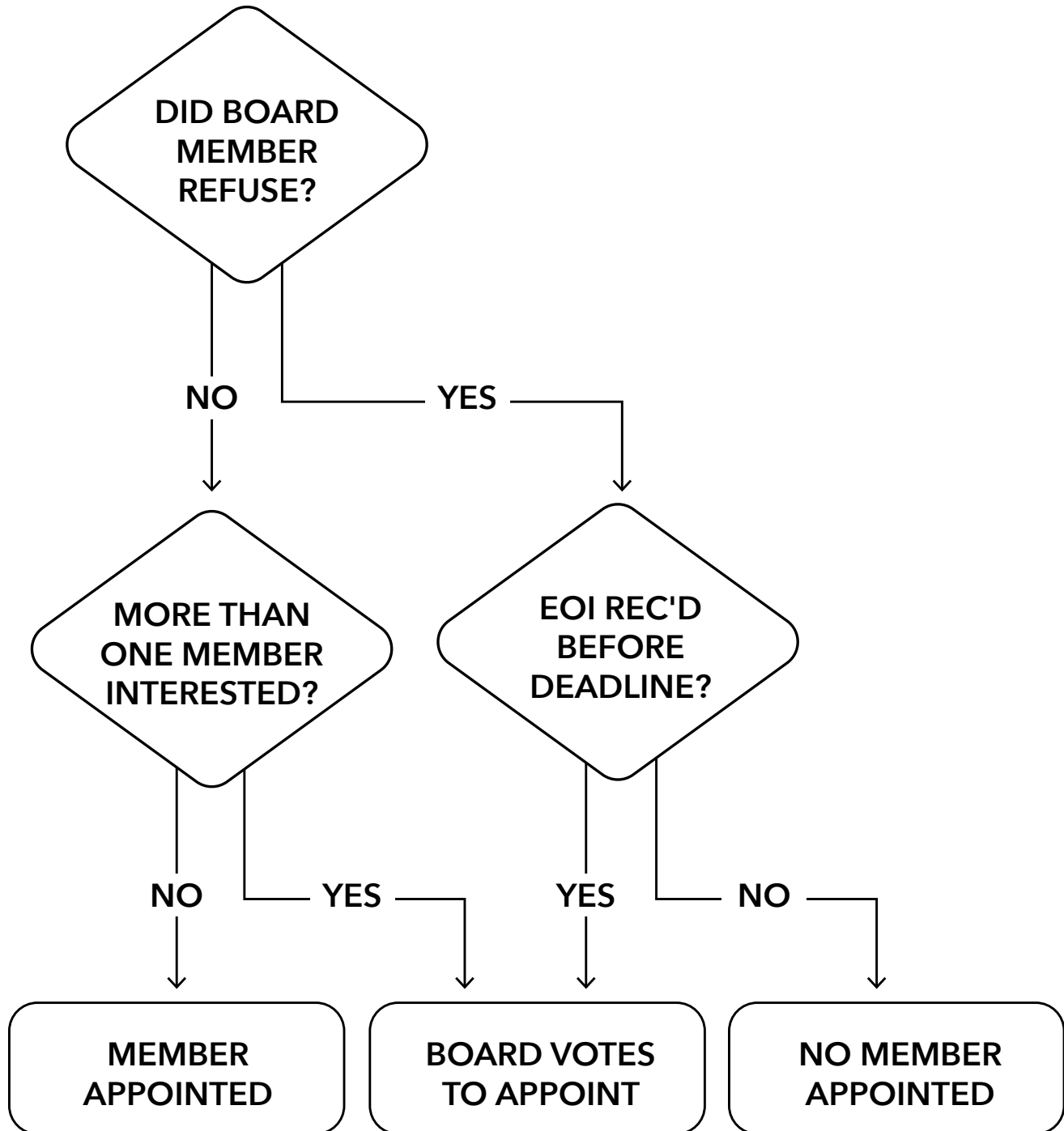
Where no executive board member opts or is eligible to fill such positions the executive board may post available positions on UNANet as they arise to be filled by UNA members in good standing. Members may submit a written expression of interest to the executive board by the deadline stated in the notice. Should more members express interest than there are vacancies, the executive board will vote to elect the UNA representative(s) and/or alternates to the position(s). If no expressions of interest are received by the deadline the position will remain vacant until such time as the executive board decides to re-initiate the appointment process.

Appointees shall be entitled to funding as per Funding #10 to attend meetings for which their presence is required for the purposes of quorum, or such meetings as authorized by the Executive Officers. They will be entitled to remain on the affiliate board or committee for the length of term as determined by

COMMITTEES-1.1

the affiliate, after which time the position will be re-offered to UNA executive board members on a right of first refusal basis. There is no limit to the number of terms that can be served. The appointed representative shall submit a written report to each UNA executive board meeting.

Flowchart 1 - Committee/Board Positions



Non-Board Members

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 1987

Where non-Board Member(s) indicates the desire to sit on a Board outside of UNA (e.g. Friends of Medicare, AFL Occupational Health & Safety Committee), and where the Board recognizes the expertise these non-members may have in this area, the Board may appoint non-members of the Board as UNA's representatives on these Boards.

Where non-Board Member(s) indicates the desire to sit on committees of the Board, and where the Board recognizes the expertise these non-members may have in this particular area, the Board may appoint such members as members to a Board Committee.

Executive Board Committees - General

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - NOVEMBER 2015

Executive Board Committees

1. If the former Chairperson is not re-elected to the Executive Board, the remaining Members elect an interim Chairperson to act until the new Committees are formed. The Executive Officer assigned to each Committee shall ensure the interim Chairperson is elected.
2. The existing Standing Committees of the Board shall continue until the first Executive Board meeting following the Annual General Meeting.
3. When items of business are referred to more than one Executive Board Committee, the Board Member making the referral shall identify the portion of the referral to be dealt with by each of the Committees.
4. All Standing Committees shall report to the Executive Board.

Executive Board Committee Recommendations

Recommendations which are to be presented by Committees of the Board to the Annual General Meeting shall be first presented to the June Board for discussion.

Standing Committees – Advocacy and Engagement

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - DECEMBER 2023

Terms of Reference

1. A Chairperson, Vice-chairperson and Secretary shall be elected at the first board meeting following the AGM.
2. Review the Terms of Reference, Long and Short-Term Goals annually at the first board meeting following the AGM.
3. Utilize formal and informal mechanisms for identifying issues and concerns of Locals and Members including education workshop evaluations report, evaluation report from meetings of the UNA, input from District Meetings and Equity groups.
4. Support communications between all members of UNA using a variety of tools.
5. Work in conjunction with other committees, to promote the objectives of UNA and to support interest groups and/or affiliates.
6. Monitor and assess the trends in the political environment at all levels of government. Promote the information being distributed to the membership.
7. The committee works within the non-partisan mandate of UNA, but critiques the positions of all political parties on issues of concern to the UNA.
8. Monitors legislation that affects the lives of UNA members and makes recommendation for action to the Executive Board.

Roles and Responsibilities

Chair

- Shall act as Chair at all meetings of the Advocacy & Engagement Committee.
- Shall represent the Committee as part of the Steering Committee
- Shall provide communication between members of the Committee

Vice-Chair

- Carry out duties as assigned by the Chair and act in lieu of the Chair when the Chair is absent

Recorder/Secretary

- Shall keep records of the meetings.
- Shall carry out duties as assigned by the Chair

COMMITTEES–2.1

Long-Term Goals

1. Support the districts and Locals ability to provide UNA education to their members.
2. Promote the education of all members on the principles of unionism, collective bargaining and other relevant issues inclusive of:
 - OH&S
 - Abuse and harassment
 - PRC
 - Safe Staffing
 - Professional practice
 - Health Care
 - Technological changes
 - Effective lobbying/taking action
 - Environment
 - Income security
 - Pension
 - WCB
 - Equity, Diversity, Inclusion and Belonging
 - Wellness
3. Encourage participation in the regulatory bodies and associations.
4. Increase the portion of the membership that have and use effective lobbying skills.
5. Increase the members participation in activities aimed at promoting the benefits of the labour movement.
6. To have Members foster and maintain relationships with their elected officials.
7. To increase participation in District Labour Councils.
8. Continued communication and collaboration with UNA caucus groups.
9. To achieve Safe Staffing.

Short-Term Goals

1. Promote strategies to increase member engagement in UNA. Increase engagement with respect to workforce restructuring and negotiations.
2. To monitor and evaluate changes to professional licensing bodies and association that affect our members. Committee members will attend professional licensing bodies and associations as appropriate.
3. Seek to expand the awareness of defined benefit pension plans and the issues pertaining to LAPP and CPP.
4. Seek to expand the awareness and education of leave of absences and return to work issues (inclusive of WCB process, short and long term disabilities, maternity/paternity) leaves and advocate for inclusion of nurses in presumptive legislation.
5. Promote, and advocate for psychologically healthy workplace and psychologically healthy workforce.

6. Promote and advocate for pandemic worker recovery.
7. Promote and advocate regarding robust Health Human Resources, including expanding seats in nursing schools, retention and recruitment initiatives covered in LOU #7 and collaborate with nursing schools to promote concepts of unionism and labour movement among nursing students.
8. Advocate for safe staffing ratios.
9. To have local executives foster and maintain relationships with their politically elected officials.
10. To support and advocate entry of Internationally Educated Nurses (IENs) into practice in Alberta work places.

Standing Committees - Finance

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - DECEMBER 2023

Objective

The Finance Committee determines the financial requirement for budget programs, and is responsible for developing an operating budget for approval by the Executive Board and the Annual Meeting. The proposed budget shall be based upon meeting the financial obligation of the organization and the following objectives:

- a. Ensure sufficient funds are available to enable the negotiations of improved contracts for the members.
- b. Ensure sufficient funds are available to enable the members to maintain the provisions of their contract.
- c. Ensure sufficient funds are available to run the affairs of UNA.

Roles and Responsibilities

1. The Secretary Treasurer shall be Chair of the Finance Committee
2. A Vice-Chair shall be elected.
3. A Recording Secretary shall be elected.

Secretary Treasurer

- Shall act as Chair at all meetings of the Finance Committee.
- Shall provide active communication between members of Committee.
- Shall provide assistance to all committees for information regarding the cost implications related to the committee activities and further shall assist the Legislative Committee with cost implications related to Policy Resolutions and Constitutional Amendments.

Vice-Chair

- Shall carry out duties as assigned by Chair and act in lieu of Chair when Chair is absent.
- Shall represent Committee as part of the Steering Committee.

Secretary

- Shall keep record of all meetings.
- Shall carry out duties as assigned by Chair.

General Responsibilities

1. Review the Terms of Reference, Long and Short-Term Goals annually.
2. Monitors the financial status of the organization throughout the year. Acts as UNA's audit committee and reports to the Executive Board and Annual General Meeting.
3. Makes specific recommendations regarding sources and generation of cash requirements, membership dues, assessments, investment of surplus funds and loan financing.
4. Ensures that the finances of the union are managed in such a way as to obtain the full value and full accounting for each dues dollar obtained.
5. Recommends Collective Bargaining Fund requirements to the Executive Board and the Annual Meeting and also recommends Strike Pay and other expenditures as required.
6. Provides assistance to Board Members to assist them in understanding the budgeting process.
7. Provides assistance to Local and District Executives regarding financial policies or issues.
8. To review funding provided to the UNA, Locals and Local Executive to ensure resources are available to meet minimum requirements of organizational and Local obligations as established in the UNA Constitution, Bylaws and Policies.
9. To review and make recommendations as required to centralized and provincial accounting processes.
10. To provide the Executive Board with financial implications as required.

Short-Term Goals

1. To work in conjunction with UNA's Senior Management Group to ensure UNA audit and Finance Policies and Procedures respond appropriately to all applicable legislation and regulations.
2. To work in collaboration with the Advocacy and Engagement Committee of the Board to develop and support enhancement of member education programming."

Long-Term Goals

1. To accumulate and maintain sufficient funds in the Unappropriated General Fund to finance the UNA for a period of 6 months, should the need arise.
2. To advise the Executive Board of financial implications regarding future organizational reviews and potential restructuring.

Standing Committees - Legislative

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2024

Terms of Reference

General Responsibilities

The Legislative Committee shall:

1. Elect a Chair. (The 1st Vice-President shall be designated as the Vice-Chair.)
2. Elect a Recorder.
3. Review the Terms of Reference, Long and Short-Term Goals annually.
4. Provide interpretation of the UNA Constitution and Policies and Procedures and make recommendations for change as needed.
5. Act as the Constitutional Amendments and Policy Resolutions Committee as directed by Article 17.03 and shall report to the Executive Board and Annual General Meeting.
6. Act as an Appeal Committee in accordance with the Contract Interpretation Appeal and Grievance and Arbitration Appeal Board procedure.
7. Act as an Appeal Committee in accordance with the Appeal Process for Decision Regarding Proceeding or Not Proceeding to an Independent Assessment Committee for PRCs.
8. Formulate and submit resolutions to the AFL, CFNU, and CLC Conventions as referred by the Executive Board or Executive Officers.

Annual General Meeting of UNA

1. The Legislative Committee shall propose changes to the UNA Constitution as the need arises.
2. The Legislative Committee Vice-Chair (UNA 1st Vice-President) shall ensure a list of candidates nominated for offices of the Executive Board and Trial Committee and a list of nominees acclaimed to positions is prepared and send a notice in accordance with United Nurses of Alberta's Constitution (to the President of UNA, Executive Board, Local Presidents and their delegates).

Long-Term Goals

The Legislative Committee will:

1. Ensure the Constitution and the Policies of the UNA preserve the democratic nature of the organization and reflect the Long and Short Term goals of the UNA.
2. Respond to legislation that impacts UNA's Constitution and structure and make recommendations as necessary.
3. Evaluate decisions through a lens of equity, diversity, inclusion and belonging.

Short-Term Goals

1. Respond to emerging concerns related to the UNA Constitution and Policies and Procedures.
2. Review the UNA Constitution and Policies and Procedures with respect to supporting a psychologically safe UNA environment

Standing Committees - Membership Services

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - DECEMBER 2023

Terms of Reference

1. Elect a Chair, a Vice-Chair and Secretary.
2. Review the Terms of Reference, Long and Short-Term Goals annually.
3. Work with the other committees of the Executive Board to further improve open communication and service to the membership.
4. Obtain concerns and input from Locals in identifying issues relating to UNA delegate meetings.
5. Work in conjunction with other Committees, interest groups, and/or elected officials as required to promote the objectives of UNA.
6. To work with UNA staff to review items to be included in the UNA Boutique and/or distributed at delegate meetings.
7. To work with UNA staff to keep the Executive Board and Members apprised of items currently in the Boutique.
8. Be available at UNA delegate meetings to provide liaison and support to the Membership.
9. Review and Administer Procedure – 24 “Scholarships/Bursaries/Grants”.
10. Make recommendations on policies and procedures for elections and votes of the UNA.
11. Annually review and recommend improvements to the registration and evaluation process for UNA delegate meetings.
12. A Chair of the Credentials Sub Committee shall be appointed prior to each UNA Delegate Meeting. The Chair of the Credentials Sub Committee shall not be seeking an elected position at the AGM.

Roles and Responsibilities

Chair

- Shall act as Chair at all meetings of Membership Committee.
- Represent Committee as part of the Steering Committee.
- Provide active communication between members of Committee.

Vice-Chair

- Shall carry out duties as assigned by Chair and act in lieu of Chair when Chair is absent.

Secretary

- Shall keep record of all meetings.
- Shall carry out duties as assigned by Chair.

Terms of Reference – Credentials Sub-Committee

The Credential Committee shall:

1. Identify the voting delegates.
2. Identify observers, staff, guests, and press.
3. Identify and provide orientation to Observers for the scrutineer position.
4. Provide the Chair of the meeting with a continuous account of voting delegates that are registered at all times at the meeting. (2/3 of registered delegates plus one from each District constitutes a quorum necessary to conduct UNA business.)
5. Supervise polling station and the voting process for elections held at Annual General Meeting.

Short-Term Goals

1. To inform and encourage members to participate in activities supported by UNA.
2. To review UNA Provincial Delegate Meeting election guidelines.
3. To review best practice voting procedures within UNA and work in conjunction with the Systems Department.
4. Investigate the feasibility of hybrid meetings options for Districts and Locals.
5. Create Best Practice tip sheet for hybrid Local and District meetings.
6. Wellness Event annual framework and identifying needs of the membership.
7. Plan and implement Executive Board and District evaluations. Include option for Local evaluation template.
8. Ensure accuracy of credentials at meetings of the UNA.

Long -Term Goals

1. Assist in securing provincial delegate meeting venues.
2. Enhance the awareness of opportunities available to members regarding UNA scholarships, bursaries, grants and awards.
3. To evaluate procedures and processes of UNA scholarships, grants, bursaries and awards.
4. Monitor Health Precautions in preparation for planning UNA Delegate Meetings.
5. Facilitate up to three online Wellness Events per year.
6. To review UNA Delegate Meeting online registration process.

Standing Committees - Steering

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - DECEMBER 2019

Terms of Reference

The Steering Committee is made up of the four Executive Officers and the Chairs or designate of the Standing Committees. The UNA Directors attend the Steering Committee meetings.

General Responsibilities

The President shall be Chair.

The 1st Vice-President shall be the Vice-Chair.

The Secretary/Treasurer shall be the recorder.

The Committee shall:

1. Report to the Executive Board and ensure that policy objectives of the union are achieved.
2. Identify projects and strategies which support organizational priorities.
3. Prepare proposals for new major projects for approval of the Executive Board.
4. Bring forward for discussion any recommendations from their respective Committees, which have financial implications for UNA.
5. Investigate and address issues pertaining to the quality of work life of UNA members.

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Administrative Costs (Employer)

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2014

United Nurses of Alberta and UNA Locals shall be responsible for paying any negotiated Employer Administrative costs.

Attendance At Arbitrations/Hearings

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2022

Provincial funding is available for attendance at Professional Disciplinary Hearings, WCB/Insurance Appeals, Professional Responsibility Mediations, Independent Assessment Committee Hearings, Grievance Arbitrations and Grievance Mediations as follows:

Professional Disciplinary Hearings

UNA will provide counsel for the defendant.

Provincial Funding will be provided for the witnesses as required by UNA counsel/Labour Relations Officer (LRO). Funding for expenses will be in accordance with UNA policy.

Workers Compensation Board (WCB)/Insurance Appeals

UNA will provide counsel for the appellant. The appellant will be funded for travel and accommodation if funding is not available from other sources.

Grievance Arbitration, Dispute Resolution Advisory Committee (DRAC)/Mediation

Grievors and Local representatives serving as witnesses or advisors should seek payment from the Employer if they are scheduled to work on the days of the hearing/mediation. Grievors and Local representatives serving as witnesses or advisors will receive salary continuance/replacement for arbitration/mediation preparation and attendance at the hearing, provided they are not funded by the employer. No Provincial funding will be provided for attendance for Local members who are not grievors, witnesses or otherwise required by counsel/LRO to attend. Funding for expenses will be in accordance with UNA policy. A Local whose representative is on a full-time union LOA but would otherwise be eligible for employer funding may request provincial reimbursement.

Labour Relations Board (LRB) Hearings

Provincial funding will be provided for members required to attend LRB hearings.

Professional Responsibility Voluntary Mediation/Independent Assessment Committee

One Local Representative and up to a maximum of two members attached to the Professional Responsibility Concern presented to a mediation or Independent Assessment Committee (IAC) hearing will receive salary continuance/replacement for the dates of the mediation or IAC hearing. A Local whose representative is on a full-time union LOA may request provincial reimbursement. Funding for expenses shall be in accordance with UNA Funding Policy 10 - Expenses.

Bank Transactions

REFERENCE: LAST UPDATED: EXECUTIVE BOARD MEETING - JUNE 2022

Any two of individuals holding the position of President, Vice-President, Secretary/Treasurer, Executive Administrative Assistant (EAA) or Director of Finance and Administrative Services (DFAS) of the United Nurses of Alberta are authorized in the name of, the United Nurses of Alberta to conduct transactions with the appropriate financial institution.

Collective Bargaining Fund

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2017

A Collective Bargaining Fund shall be maintained by United Nurses of Alberta.

Contributions to the Collective Bargaining Fund shall be allocated from dues revenue and determined on an annual basis by the Executive Board. Funds will be determined through annual budget planning and will be allocated to cover anticipated costs for negotiating cycles.

In addition, prior to the commencement of Provincial group bargaining United Nurses of Alberta shall endeavor to have a minimum of three million dollars in the Collective Bargaining Fund.

1. Purpose of the fund shall be to cover all expenses incurred due to collective bargaining and shall include:
 - a. Negotiating committee salary replacement, expenses and any additional staff support.
 - b. Delegate meeting expenses.
 - c. Meeting room expenses related to negotiations.
 - d. Media campaigns related to the bargaining process.
 - e. Any legal costs related to negotiations authorized by UNA.
 - f. Grants to Locals and Districts for strike prep, strike action or lockout. (Refer to Negotiations “Monies During a Strike or Lockout”).
 - g. Strike or lockout pay (Refer to Negotiations “Strike Pay/Lockout Pay”).
 - h. Donations to other trade unions and allied organizations (Refer to Funding “Donations”).
 - i. Interest Free loans to other trade unions (Refer to Funding “Interest Free Loans”).
2. Except when UNA or the Executive Board of UNA is meeting, the Executive Officers shall be authorized to approve the expenditures of funds from the Collective Bargaining Fund for the purpose of convening meetings or rallies during a strike, when such meetings or rallies are recommended by a Negotiating Committee.
3. Joint Committee activities inclusive of sub-committees shall be funded from the Collective Bargaining Fund.
4. Essential Services Task Force Representatives, as determined by the Essential Services Steering Committee, shall be funded from the Collective Bargaining fund.

Credit Cards

REFERENCE: EXECUTIVE BOARD MEETING – JUNE 2023

Credit Cards For UNA Business

Upon application to the Director of Finance and Administrative Services, Credit Cards for UNA business are available for Executive Board Members, Provincial Negotiating Committee Members and UNA Joint Committee Members. Up to two Local Executive Officers of a Local may apply for a credit card, subject to the approval of the Secretary/Treasurer of UNA.

Credit Cards for UNA business are to be returned to Provincial Office at the conclusion of the Member's term of office.

Executive Board Members, Provincial Negotiating Committee Members, UNA Joint Committee Members, and Staff must submit credit card receipts with their expense claim forms as a method of double checking the invoices.

Members and staff are not allowed to use credit cards supplied by UNA for personal use.

Outstanding Debts

Any member or staff who possesses a credit card supplied by UNA and incurs an outstanding debt to UNA on that credit card will have the card revoked. They may, three (3) months from the date that the outstanding debt is paid, reapply to the Finance Committee for return of the card(s). Any further outstanding debts will result in the card(s) being revoked permanently.

For any debt to UNA by a member or staff, payment is due in full upon receipt of the first invoice.

District Funding

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - NOVEMBER 2018

Funding for District Meetings shall be according to the UNA annual budget. This shall include but not limited to:

- a. Funding for District Committee members according to Appendix "C" Bylaw IV in the UNA Constitution.
- b. Meeting expenses.
- c. Up to 8.0 hours annually will be available for District Secretary, Treasurer or Secretary/Treasurer. This will be subject to a request from District.
- d. UNA promotional items up to a maximum of \$500 per year.
- e. Other expenses requested by the District must be approved by the Executive Officers. These may include bereavement or retirement gifts.
- f. Current District funds may be used to fund education that promotes union activities and union related issues within the District including political action.

Donations

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2022

Canadian Nursing Unions

Donations of up to \$20,000 may be made by the Executive Officers on behalf of UNA members in the event of a strike or lockout of a Canadian Nursing Union. Additional donations may be made pending a positive response to an Executive Board poll.

Trade Unions and Organizations

1. Donations to other Trade Unions may be made with the approval of the Executive Board or pursuant to the direction of the membership at an Annual or Special Meeting of the UNA. Donations will be up to a maximum of \$20,000. Donations shall be made from Program 30, Group 6, in the first instance, and if necessary additional funds may be drawn from the Collective Bargaining Fund as per Funding-5.
2. Subsequent donations to the same Trade Union, inclusive of nursing unions, may be made from the Collective Bargaining Fund to a maximum of \$20,000 dollars. In order for a subsequent donation to be considered, there must be an exceptional situation for the Trade Union.
3. Donations may be made to allied organizations with the approval of the Executive Board or pursuant to the direction of the membership at an Annual or Special Meeting of the UNA. In order for a donation to be considered by the Executive Board, the organization must be considered to share the objective of advancing the social, economic and general welfare of nurses and other allied personnel. The donations will be to a maximum of \$75,000. Donations shall be made from Program 30, Group 6, or Program 80, Group 5.

Charitable Donations

UNA shall not make charitable donations except in lieu of a fee for a service rendered to UNA, or in the case of a bereavement, a donation in lieu of flowers. UNA Locals and Districts shall decide their own policies regarding charitable donations.

In order for a donation to be considered, it must be approved by Board Polling except that the Executive Officers do not need approval of the Executive Board to make donations of \$1,000.00 or less.

Humanitarian Donations

Donations may be made to organizations in instances of human tragedy with the approval of the Executive Board or pursuant to the direction of the membership at an Annual or Special Meeting of the UNA. In order for a donation to be considered by the Executive Board, the tragedy must be exceptional and far reaching. Donations will be to a maximum of \$10,000. The donations shall be made from Advocacy and Affiliate Fund or International Solidarity Fund.

Dues Cessation

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 1999

In the event of cessation of dues collection by the Employer it is expected that all duespayers shall pay their dues directly to the UNA Local. The Local Executive shall be responsible for coordinating the collection of dues and all applicable levies. The Local Treasurer shall forward the applicable dues and provincial levies to UNA Provincial Office with duespayer lists.

Locals are encouraged to use ward rep systems in the collection of these dues.

UNA Provincial Office will provide a dues collection kit to assist Treasurers and Local Executive.

Executive Officer Funding

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2020

The Executive Officers shall be considered on Union LOA from their Nursing Employers and are entitled to maintain their current status of Employment and are entitled to all rights as stated covering Union LOA in their current collective agreements. The length of such LOA shall be consistent with the term of the elected position.

If the Executive Officers should elect to have their Nursing Employer continue paying the regular salary for periods of leaves of absence due to union business, UNA shall reimburse the Employer including any applicable administrative costs.

Salary Replacement (Remuneration)

The President's remuneration shall be at the Highest Basic Rate of Pay within a negotiated United Nurses of Alberta Collective Agreement, plus an additional 20%. The President shall be funded 5/5.

The Vice-Presidents and Secretary/Treasurer remuneration shall be at the Highest Basic Rate of Pay within a negotiated United Nurses of Alberta Collective Agreement, plus an additional 6%. The Vice-Presidents and Secretary/Treasurer shall be funded 5/5.

If the Executive Officers choose to have their nursing Employer continue paying their regular salary, the Executive Officers salary shall be topped up from their basic rate of pay up to their applicable rate under this policy.

All Executive Officers shall be paid for each day worked on the same basis as a full-time Employee under the AHS/UNA agreement with the following exceptions:

1. No overtime shall be paid for hours worked beyond 7 3/4 hours per day and an average of 38.75 hours per week. No overtime shall be paid for schedule changes, meal breaks, callback, etc.
2. No premiums are paid for shift work, weekends, in-charge, on call, etc.
3. Payment for 7 3/4 hours, at the applicable rate shall be payment for all hours worked in a day.

Vacation

The President shall be entitled to:

- a. five (5) weeks vacation, or
- b. the vacation entitlement the member would receive from the nursing Employer (whichever is greater); plus two (2) additional weeks.

The Vice-Presidents and Secretary/Treasurer shall be entitled to a minimum of five (5) weeks vacation or the vacation entitlement the member would receive from the nursing Employer whichever is greater.

Health Care Benefits/Pension

Executive Officers are entitled to the same benefits provided to full-time Employees under the facilities collective agreement.

FUNDING-9

UNA shall make arrangements with the nursing Employers to pre-pay applicable portions of pension and benefits for the period of union LOA.

In the event that an Executive Officer is not eligible for these benefits from the Nursing Employer, then the Executive Officer may opt into UNA's Employee benefits package.

Sick Leave

The Executive Officers are covered by the same policy as all UNA members doing Union business.

Expenses

The Executive Officers are entitled to claim for expenses on the same basis as UNA members with the following additions:

1. When the Executive Officers are required to do UNA business through meal periods, they may claim expenses and the expenses of any guests of UNA's.
2. For 2020 – 2021, any Executive Officer residing outside a 50 (fifty) kilometer radius of Edmonton shall be entitled to one of the following accommodation options:
 - a. UNA monthly lease arrangement
 - b. Accommodation allowance

These costs shall be based on the average cost of a one bedroom apartment within a 6 km radius of the Provincial Office.

The salary, benefits, and expenses budgeted for the Executive Officers shall be for all days worked and claimed for UNA business, including attendance at Annual and delegate meetings, Board meetings, Committees of the Board and negotiations.

Professional Fee Reimbursement

All Executive Officers who, because of Union duties, are unable to work for their Employer at least 684.6 or more regular hours per year shall receive annually the amount specified in the Provincial Multi-Employer Collective Agreement, toward the payment of Professional Registration Fees.

Outgoing Executive Officer(s) Funding

The outgoing Executive Officer(s) shall be funded for a period of up to three (3) weeks to facilitate the orientation and transition of newly elected Executive Officer(s).

Expenses

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2024

Authorized Expenses

Executive Board Members and Negotiating Committee

Executive Board and Negotiating Committee Members may claim for salary replacement/continuance, travel, meals, accommodation, and dependant care costs as identified in this policy for the Annual Meeting, Board Meetings, Special Meetings, Committee Meetings and District Meetings when such attendance is required.

Board Members may claim, as an authorized expense, postage charges incurred when doing Executive Board business. Actual receipts are not necessary for these expenses but an itemized breakdown of each expense is necessary.

Provincially Funded UNA Events

Provincially funded members who attend UNA events may claim for salary replacement/continuance (see Funding 20), travel, meals, accommodation and dependant care costs as identified in this policy.

Accommodation(s)

1. Hotel Expenses, substantiated with receipts, incurred by members and staff while doing authorized UNA business, shall be paid by the UNA.
2. Any expenses incurred other than basic room charges and/or the applicable tax and parking, shall not be considered as an allowable expense under Section #1 - Accommodation(s).
3. A provincially funded member who would otherwise be eligible for hotel accommodation and who chooses to stay at a private residence, may claim up to \$50.00 per day.
4. UNA Provincial Meeting Accommodation

Unless otherwise approved by the Executive Board, only those provincially funded members residing outside of the host city shall be eligible to have their accommodations provincially funded for any meetings of UNA (i.e. Board, Annual, Demand Setting, Reporting or Special Meetings). For Delegate Meetings of UNA each Local not entitled to delegate accommodation shall be eligible for one (1) provincially funded room for that Local's use.

Meals

Meal reimbursement rates shall be as follows:

- Breakfast \$15
- Lunch \$20
- Supper \$30

for a maximum of \$65/day.

A meal(s) which is catered, included in a hotel accommodation rate, or in any other way supplied by UNA is not an allowed expense.

FUNDING-10

For members that are required to travel the day prior to and/or the day after a provincially funded event, the meal allowance shall be inclusive of the time traveled on these days. This funding is applicable when accommodation is required.

Dependant Care

Dependant care expenses over and above those normally incurred by the Member, up to a maximum of one hundred dollars (\$100.00) per day may be claimed by Members when they are doing authorized UNA business, and by provincially funded members attending Delegate Meetings, District Meetings, workshops or Affiliate Events. Proof of payment is required.

UNA to Provide child care at all Provincial Delegate Meetings where possible.

Parking

Parking charges (not tickets) incurred while doing authorized UNA business will be paid by UNA (receipts required). Parking may be direct billed to UNA where possible.

Travel Expenses

When traveling on UNA business, members are expected to use the most expedient and cost effective method available.

1. Full plane, train, bus, or taxi fare will be reimbursed (receipts required). Mileage shall be reimbursed at \$0.550 per kilometre or Government of Alberta rate, whichever is the greater. Taxis for social events are not an allowable expense.
2. Car Rentals - Prior approval for car rental must be obtained from the Secretary/Treasurer or the Director of Finance and Administrative Services. Approval will only be given in extraordinary circumstances.
3. In the event of unforeseen circumstances, (e.g. workshops, conference, meeting cancellation) those members who have purchased tickets for travel who are not able to refund the ticket or otherwise use the ticket will not incur any costs for the ticket. Any refunds or reimbursements shall be used for future UNA travel.
4. Where travel arrangements to or from UNA authorized meetings are disrupted due to unforeseen circumstances members shall contact the Secretary/Treasurer for authorization of payment for additional expenses.
5. When travel arrangements for provincially funded members are affected by fatigue; medical conditions; and/or distance, an additional night accommodation may be provided. Authorization is required by the Provincial Secretary/Treasurer or designate.
6. For events outside of Alberta, Provincially funded members who elect to claim kilometres versus a more economical mode of transportation:
 - a. shall be eligible to claim up to a maximum of \$800.00.
 - b. will not be eligible to claim additional expenses or wages for travel days.

Affiliate Events

Board Members and Members at Large who are authorized by the Executive Board to represent UNA at Affiliate Events may claim for those expenses so authorized by the Executive Board. Expenses may include registration fees, salary continuance/replacement, travel, meals and accommodations. Allowable expenses so authorized will be identified by the Executive Board when attendance at the event is approved. See Committees “Affiliate Board/Standing Committees 1.1.”

Payment of Expense Claims

Payment for approved claims will be issued within 2 weeks of receipt of the Expense Claim form in Provincial Office.

Expense Claims for an event are to be submitted to Provincial Office within sixty (60) calendar days of the event.

Loans

REFERENCE: LAST UPDATED: ANNUAL GENERAL MEETING - OCTOBER 2004

Personal

UNA grants no personal loans.

Interest Free (Trade Unions)

Any request for an interest free loan shall be assessed using the following criteria:

1. Must be a Trade Union or an Affiliated organization.
2. Must be as a result of a strike or lockout or undue financial hardship.
3. Must be in writing. In the event of undue financial hardship not related to strike or lockout, the organization must submit a plan for financial reorganization/stability.
4. Terms and conditions, including repayment shall be established by the Executive Board.
5. Any interest free loan as a result of strike or lockout may be approved by the Executive Officers and taken from the Collective Bargaining Fund.
6. Any other loans must be approved by the Executive Board.
7. For each \$50,000 dollars loaned, the Collective Bargaining Fund must have a remaining balance of \$500,000.

Local Dues Rebates

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2023

The UNA shall issue to each Local a dues rebate. In the case where a Local is part of a Multi Bargaining Unit, the rebate shall be remitted to the Local of the duespayer's home site. Rebates will be issued to Locals on a regular basis and not less frequently than monthly and shall be calculated on a prorated basis subject to the number of pay-periods in their payroll system and based on the actual number of duespayers per pay-period as follows:

Effective April 1, 2023 - Increase 2%

- a. For Locals with 50 duespayers or less the rebate shall be \$125.49 per duespayer per annum for the first 30 duespayers. For all remaining duespayers the rebates shall be \$98.60 per duespayer per annum.
- b. For Locals with more than 50 duespayers, the rebate shall be \$98.60 per duespayer per annum for the first 30 duespayers. For the next 100 duespayers, or part thereof, the rebate shall be \$85.16 per annum. For the next 100 duespayers, or part thereof, the rebate shall be \$71.72 per duespayer per annum. For all remaining duespayers, the rebate shall be \$58.27 per duespayer per annum except locals with 51 to 62 duespayers shall receive no less than \$5,736.83 per annum.

The rebates in (a) and (b) above shall be adjusted whenever the dues revenue changes as a result of the implementation of negotiated wages adjustments to the salary appendix of the main provincial collective agreement. The dues rebates payable to the Locals shall be automatically revised by an equivalent prorated adjustment to dues rebates issued to the Local.

Local Funding

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2023

Local Income Utilization – Guidelines

Local income includes all funding received through Local member funding, rebates and Local dues levies. Local funding/rebates are provided to the Locals to uphold their primary obligations in Collective Agreement administration. In addition, Local funding shall be utilized to uphold the objectives of Locals in accordance with Appendix A, Bylaw 2 of the UNA Constitution:

- a. to support the objectives and activities of the United Nurses of Alberta;
- b. to promote effective communication between and amongst the UNA, the Local, its members and Employer;
 - i. Use a combination of Local Funding and rebates to fund Executive and committee activities. Locals have the option of funding Executive and committee activities based on need rather than providing payment to individuals on a monthly basis. Whenever possible, duties should be delegated so more than one person is responsible for the running of the Local.
 - ii. Fund General members to attend District meetings and meetings of the UNA.
- c. to advance within its jurisdiction the social, economic and general welfare of nurses and other allied personnel;
 - i. Encourage participation at District Labour Councils, fund members to attend AFL and CFNU and CLC events.
 - ii. Fund local ads to support local issues (E.g. Long term Care).
 - iii. Consider donations to other allied organizations that support the public good and support Workers' rights. Fund members to attend Allied Organization conferences.
- d. to regulate within its jurisdiction, relations between nurses and other allied personnel and their Employer;
 - i. Support other workers during Labour disputes by donating resources for strike support.
- e. to co-ordinate the activities of the Local; and
 - i. Fund Local initiatives for Nursing week such as a Local information booth and provide snacks. The local may wish to purchase UNA promotional items for small appreciation items.
 - ii. Supply refreshments and food items for local meetings. Locals may have a local dinner meeting.
 - iii. A Local may choose to recognize UNA members and Local Executive for their involvement and engagement, or at retirement. Purchased items should promote UNA. These items shall not be cash or cash like items such as gift cards as these items may have tax implications as per Revenue Canada guidelines.
 - iv. These items must be included in the Local approved budget, and if not, the items and cost must be motioned and passed at a Local General Meeting.
- f. to participate within its jurisdiction in collective bargaining.
 - i. Fund members, if required, to assist with Local demand setting and ratification processes.

Local income may be used to fund education that promotes Union activities and Union related issues.

Union Dues are not intended to fund education, that more appropriately, can be funded by the employer or professional body.

UNA recognizes that Members of Locals:

1. Have a commitment to their Employer and thus cannot abuse Employer time, and
2. Have a commitment to their Local Members and thus need time to function in the role of Executive or committees and
3. May wish to participate as an observer at UNA delegate meetings.

Local funding will not compensate for all hours put in on behalf of the Local, but it is intended to decrease the burden of excessive hours by the Members if they were to maintain all hours at the Nursing Employer and carry out Union responsibilities.

Members doing authorized UNA business should suffer no loss of wages because of time spent on UNA business. When a Member of UNA does UNA local business on a non-scheduled day, following the Local's approval, the member has the option to request an LOA from the employer, on a mutually agreed upon day or seek compensation from the Local funding.

Locals are encouraged to divide the funding and delegate duties to different Executive Members and Members at large.

Where possible, Local Executive/Members are encouraged to attend all meetings with the Employer on Employer premises and on Employer time.

The grievance article in the collective agreements provides grievance meeting time at no loss of pay for the participants.

Charitable Donations

All donations made by the Local must be approved through the Budgeting process at an Annual General Meeting of the Local or with a motion passed at a Local General Meeting. Each Local should consider a maximum amount to be spent on each donation.

Donations must be in keeping with the objectives and long and short term goals of the UNA Constitution.

Donations shall be made payable directly to the recipient organization from the Locals Centralized Account. Donations shall not be made by an individual member for reimbursement.

General Rules - Criteria for Maintenance

All Locals will have a Local Annual General Meeting by December 31st of each year as outlined in the Constitution. The approved budget for the next fiscal year shall be submitted via web-based Data Management System (DMS) by January 31st of the following year.

Should the approved budget not be submitted as outlined, the Local Funding will not continue past February 28th. Funding will be reinstated, but will not be retroactive, when the applicable motion and budget are submitted via DMS. All Locals must be compliant with the submission of their annual budget.

Duespayer Calculations

Every January and July, United Nurses of Alberta (UNA) Provincial Office will check duespayer numbers for the previous six (6) months. The following six (6) months of funding will be based on the average number of duespayers in that previous six (6) months.

The Local has the right to appeal the number of duespayers calculated. The appeal may be done by writing a letter to the UNA Secretary/Treasurer requesting a change in the number of duespayers and a change to the funding rate based on the new calculation.

Funding Formula

The Local Funding rate shall be based on the top level, Head Nurse Rate, plus the Long Service Increment (LSI) in the Alberta Health Services (AHS) Collective Agreement. Any negotiated wage increase shall be applied retroactively where applicable.

- a. For Locals with forty-nine (49) duespayers or fewer, the Member funding shall be based on fifteen point five (15.5) hours per month.
- b. For Locals with fifty (50) to seventy-four (74) duespayers, the funding shall be based on fifteen point five (15.5) per month for the first forty-nine (49) duespayers, and twelve (12) minutes per duespayer per month for all remaining duespayers.
- c. For Locals with seventy-five (75) to one hundred and ninety-nine (199) duespayers, the funding shall be based on twenty-three point two five (23.25) hours per month for the first seventy-four (74) duespayers, and twelve (12) minutes per duespayer per month for all remaining duespayers.
- d. For Locals with two hundred (200) or more duespayers, the funding shall be based on forty-six point five (46.5) hours per month for the first two hundred (200) duespayers, and twelve (12) minutes per duespayer per month for all remaining duespayers.

e. **Multi-Bargaining Unit Locals**

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

NOTE: See rates to be used when filling in expense claims.

Sick Time

Where a Local Executive/Member who is in receipt of Local Funding and is unable to carry out the duties of the position, the Local Executive shall appoint a replacement. If the leave is greater than thirty (30) days, a Local meeting shall be called to determine the reallocation of duties and funding. The Local Executive shall notify Centralized Accounting of UNA as soon as possible with changes in funding allocation.

LOAs From UNA Business

When a member takes an LOA from Local Union business, the Local shall designate a member who will receive the funding in their absence. Such LOA could be for vacation, education, negotiations, etc.

UNA believes in the necessity of members having their designated days of rest. UNA believes no member should have to work more total hours than the member's FTE as a result of performing both union business and working for the member's Employer.

Funded UNA Business during Leave from Employer

Members on Employer sick leave, EI-paid Maternity/Parental Leave, or receiving WCB, STDI or LTDI benefits, shall not receive payment in excess of that allowed under the terms and conditions of their leave, and shall not be paid retroactively at the conclusion of their leave. Expenses shall be paid per UNA policy.

Process of Distribution Of Local Funding

1. On a monthly basis, UNA Provincial Office shall deposit a sum of money equivalent to the applicable number of Local Funding hours for the Local into the Local Centralized Account.
2. Request for funding shall be submitted by the Web-based DMS to Centralized Accounting.
3. Where a Local elects to utilize less than their monthly allotment of Local Funding hours, funds equivalent to the unused hours shall remain in the Local Centralized Account for use at a later time.
4. The hours may be used to fund Local Executive or Members for carrying out the work of the Local, attendance at UNA meetings, or it may be used for other Local activities.
5. All expenditures must be reflected in the Local budget and/or approved at a Local meeting.

Annual Audit Requirement

Locals may be 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 Local.

Local Budget

1. Each Local 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 sent, via DMS, by January 31st of the following year.
2. Should the minutes and approved budget not be forwarded as outlined, the Local funding will not continue beyond February 28th. Funding will be reinstated but will not be retroactive, when the budget and applicable motion is submitted via DMS.

Local Grants

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING – JUNE 2021

Travel Grants

Locals with three or more sites may apply to the Provincial Secretary/Treasurer for a travel grant of two hundred dollars (\$200.00) per month. In order to be eligible for the grant, the distance between one or more sites shall be 50 kilometers or more.

A motion requesting the grant must be presented and approved at the Local Annual General Meeting (AGM). Once approved, the travel grant must be reflected in the Local's future annual budget.

Office Rent And Maintenance Grant

Locals of over 500 duespayers shall be entitled to a reimbursement of office rent and maintenance costs up to maximum of \$15,000.

The actual office rent and maintenance costs shall be included in the Local Annual Budget. The cost shall be reimbursed up to \$15,000. These costs do not include telephone, parking and other office expenses.

Start-Up Grants

A newly organized Local shall receive a one-time start- up grant of \$2,500.00.

Local Crisis Grants

Criteria For Approval Of Requests For Funding

1. A written request for funding shall be submitted to the UNA Executive Officers and assigned District Representative. This request shall include the following information:
 - a. A copy of the Local Meeting minutes containing the motion for the request for crisis funding;
 - b. Full disclosure of all Local funds and accounts;
 - c. A description of the "Crisis" and an explanation of the Local's need for funding.
2. The Executive Officers and the District Representative shall review the request and authorize funding as deemed appropriate.
3. The Secretary/Treasurer shall report on the Funding at each Executive Board Meeting and the Annual General Meeting.
4. If the Local's request for funding is denied, the Local may submit a written appeal to the UNA Executive Board at the next regular meeting.

Miscellaneous Meetings

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2005

The Executive Officers may approve funding for meetings which are deemed necessary, but for which no other funding is available.

Observer Funding

Annual General Meeting/Demand Setting Meeting/Reporting Meeting

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2015

Annual General Meeting

Locals/Provincially Administered Units with seventy-five (75) members or less as per Annual General Meeting delegate timelines shall be eligible for one (1) provincially funded observer to attend an Annual General Meeting.

Provincial Demand Setting Meeting/Reporting Meeting

Single Bargaining Unit Locals with seventy-five (75) members or less as per Annual General Meeting delegate timelines shall be eligible for one (1) Provincially Funded Observer to attend the Provincial Demand Setting Meeting/Reporting Meeting.

Single Bargaining Unit Locals not participating in Provincial Negotiations are entitled to one (1) Provincially Funded Observer to attend the Provincial Demand Setting Meeting/Reporting Meeting.

Multi Bargaining Unit Locals with no Bargaining Units participating in Provincial Negotiations are entitled to one (1) Provincially Funded Observer to attend the Provincial Demand Setting Meeting/Reporting Meeting.

Multi Bargaining Unit Locals with one (1) voting delegate shall be entitled to one (1) Provincially Funded Observer to attend the Provincial Demand Setting Meeting/Reporting Meeting. It is recommend the observer be a member of the Bargaining Unit not participating in Provincial Negotiations.

Multi Bargaining Unit Locals with 2 or more voting delegates shall not be entitled to a Provincially Funded Observer to attend the Provincial Demand Setting Meeting/Reporting Meeting.

Pensions Liability

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

Position

UNA recognizes that members who take Leaves of Absence (LOAs) for Union business may be penalized by having their pensionable service adjusted by the length of their LOAs and further penalized by not being eligible to buy back this service.

UNA shall provide assistance in the purchasing of pensionable service in the Local Authority Pension Plan (LAPP), Public Service Pension Plan or applicable plan and this assistance will take the following form:

1. For those members whose LOAs do not exceed the five (5) year limit under the plans, UNA shall pay the Employer's portion for years two, three, four and five of LOA taken for Provincially funded union business. Locals are responsible to pay the Employer portion for Locally funded LOAs.
2. For those members who take LOAs for union business and who exceed the five (5) year limit, UNA shall pay into an Registered Retirement Savings Plan (RRSP), an amount equal to what the Employer's portion would be if the member were eligible to buy back the lost pensionable service for Provincially funded Union business.

To qualify for 1 and 2 above the member must:

- a. Take LOAs for Union business.
- b. Apply yearly to the Secretary/Treasurer by June 30 of the following year.
- c. Provide proof of participation in the applicable plan.
- d. Provide proof of application for the buy back.
- e. Where applicable provide RRSP information.
- f. Provide proof of the calculation of the "Employer's portion".

Program 90 Days

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - NOVEMBER 2010

The approval for use of Program 90 Days, may be granted by the Executive Board or the Secretary/Treasurer. The use of these days is documented in the Program 90 Days list in the monthly financial statements.

District Representatives will apply to the Secretary/Treasurer, or the designate, to access a Local Visit Day, Affiliate Day or Miscellaneous Day.

District Representatives shall submit an electronic expense claim form via Web-based Data Management System (DMS) to access the monthly District Representative Funding as allocated in the Budget.

Program 90 Days that are allotted in the Budget to District Chairpersons are to be used at the Chairpersons' discretion, up to the number of days allotted.

The Finance Committee shall make recommendations to the Executive Board regarding any changes in the distribution of Program 90 days set out in the Budget.

Provincially Administered Unit (PAU)

REFERENCE: ANNUAL GENERAL MEETING - OCTOBER 2016

1. All funds will be administered by UNA Provincial Office.
2. Any expenses incurred by the Site Representative for work on behalf of the Provincially Administered Unit Site must be pre-approved by the assigned District Representative and the Secretary/Treasurer of UNA or designate.
3. The assigned District Representative is required to request Provincially Administered Unit days/bargaining unit days as per Funding Policy 18.
4. Funding for Site Reps for work completed on behalf of the site shall be allocated from Program 80 Group 3: Additional Member Assistance.
5. District Representative funding shall be allocated from Program 90 days

Salary Continuance/Replacement

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2023

The UNA supports the negotiation of salary continuance (paid union leave of absence) with the Employer, for all union Leaves of Absence (LOAs). For members not covered by salary continuance in a collective agreement they shall be paid their basic rate of pay plus an additional fifteen percent (15%) for LOAs taken for provincially funded events. Non LOA days shall be paid at their basic rate of pay.

Members doing authorized UNA business should suffer no loss of wages because of time spent on UNA business. When a member of UNA does UNA business on a non-scheduled day the member has the option of requesting an LOA on a mutually agreed alternate day.

When applying for Union LOAs, please reference <https://help.una.ca/dms-web-loa-requests/> .

UNA believes in the necessity of members having their designated days of rest.

UNA believes no member should have to work more total hours than the member's FTE as a result of performing both union business and working for the member's Employer.

Introduction

1. Elected Representatives who are required to attend the following meetings shall be paid for each day of attendance at those meetings.

▪ Annual Meeting ▪ Demand Setting Meetings (Negotiations) ▪ Reporting Meetings (Negotiations) ▪ Negotiating Committee Meetings	▪ Joint Committee Meetings ▪ Executive Board Meetings ▪ Trial Committee Meetings/Hearings ▪ District Meetings Meetings/Hearings
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2. Payment shall be based on basic rate of pay unless otherwise approved by Letters of Understanding in a Collective Agreement, Local authorization or UNA policy.
3. For Provincially authorized LOAs that exceed one (1) month's duration (eg. compressed negotiations). UNA shall make arrangements with the health care Employers to pre-pay applicable portions of benefits for the period of the LOA.

Abutting Shifts

Where the Elected Representative is scheduled to work the night shift that commences the night of the meeting and the member takes an LOA for part or all of shift, the member shall be paid for the length of the LOA.

If the length of time between:

- a. The end of a member's scheduled evening shift at the health care Employer and the time the member has to leave home to attend a provincially funded meeting is less than ten (10) hours, or
- b. The time the member arrives at home from attending a provincially funded meeting and the beginning of a member's scheduled shift at the health care Employer is less than ten (10) hours.

The member shall be entitled to payment for the shift, if a LOA has been taken. An LOA Authorization must be obtained from UNA via DMS.

Where the elected representative is required to take an LOA for a shift or part of a shift, to accommodate district or provincially arranged group travel to an approved provincially funded function, the member shall receive payment for the length of the LOA. Approval must be obtained from UNA via DMS.

For any other situation, where an LOA is required for travel purposes to provincially funded functions, approval must be obtained from UNA via DMS.

Members on Employer sick leave, EI-paid Maternity/Parental Leave, or receiving WCB, STDI or LTDI benefits, shall not receive payment in excess of that allowed under the terms and conditions of their leave, and shall not be paid retroactively at the conclusion of their leave. Expenses shall be paid per UNA policy.

Canceled Meetings

If a meeting is canceled and the member is unable to cancel an LOA, the member shall receive payment as though the member had attended the meeting.

Overtime

There shall be no overtime provision for doing UNA business. There shall be no reduction in payment when a meeting is adjourned early.

Named Holidays

UNA members doing authorized UNA business on a Named Holiday shall receive payment at the applicable premium rate in the current UNA AHS Collective Agreement.

Absences From Meetings/Provincially Funded Functions

1. A provincially funded member shall not be able to claim for full payment if the member arrives late or leaves a meeting before the scheduled adjournment time or the end of the meeting whichever is earlier. The reduction shall be based on their basic rate of pay.
2. A provincially funded member who has taken an LOA and is unable to attend a meeting by reason of illness or disability or essential health appointment that cannot be rescheduled, and is unable to obtain reimbursement from the Employer, shall be reimbursed as if the member had been in attendance at the meeting. A letter indicating the reason for such absence must be submitted to the Secretary/Treasurer of UNA.

Social Advocacy/Special Projects

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JANUARY 2014

On an annual basis, the Executive Board shall allocate resources for social advocacy/special projects to support Long-Term Goal #9 of the UNA Constitution.

Trust Fund - Scholarships/Bursaries/Grants

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

UNA Nursing Scholarships/CFNU Scholarships/Labour College of Canada Bursaries/International Solidarity Grants

UNA has a trust fund that can be utilized to provide UNA Nursing Scholarships, CFNU Scholarships, Labour College of Canada Bursaries and International Solidarity Grants.

See Procedure “Scholarships/Bursaries/Grants”

APRIL 2024

Policies and Procedures Manual

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General– Attendance of Non-Members

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

Attendance of Non-Members

Individuals who are not UNA members may attend UNA meetings only by invitation or with the permission of the Chair of the Meeting (Local President, District Chair or UNA President as appropriate).

Dates

UNA shall attempt not to hold meetings when the CARNA or the CRPNA are holding their Annual Meetings.

General-Decisions - Support for Elected Representatives

REFERENCE: LAST AMENDED: ANNUAL GENERAL MEETING - 1988

Decisions - Support for Elected Representatives

The decisions of the majority made through the democratic processes of the Union shall be actively supported by the elected representatives. This shall include information being provided by the elected representatives, at every level, to ensure the rank and file membership knows the reasons why decisions are made, and how they can be supported.

See Meetings “Dissent”

General–Dissent

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - SEPTEMBER 2005

Dissent

A member who is present at a meeting shall support the decisions of the majority made through the democratic process, unless the member has stated their intent to dissent prior to the adjournment of such meeting. Notice of dissent shall be recorded in the minutes. In addition, the member shall forward a written dissent to the Chair as soon as possible, and no later than 10 calendar days, after the adjournment of the meeting. The written dissent shall become part of the permanent record.

See Meetings “Decisions - Support For” and “Executive Board Meetings”

General– UNA Provincial Delegate Meetings

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING – JUNE 2021

UNA Provincial Delegate Meetings

Accommodation

1. Only those members residing outside of the host city shall be eligible to have their accommodations provincially funded for any meetings of UNA (i.e. Board, Annual, Demand Setting, Reporting or Special Meetings). For Delegate Meetings of UNA each Local not entitled to delegate housing shall be eligible for one (1) provincially funded room for that Local's use.
2. Where accommodations are arranged by UNA only these accommodations shall be eligible for provincial funding.
3. A provincially funded member who would otherwise be eligible for hotel accommodation and who chooses to stay at a private residence, may claim up to \$50.00 per day.

Child Care

Provide child care at all Provincial Delegate Meetings where possible.

Laptop Computers

UNA Members may use Laptops at Delegate Meetings.

UNA Members may use compatible electronic devices at meetings.

Delegate Registration

1. Registration time for Provincial Delegate Meetings to be as follows: Day 1 – Start at 07:30, all remaining days start at 08:00.
2. Delegates and observers should be at the registration desk at least 45 minutes prior to start of the meeting. Members arriving within 15 minutes of the meeting start time will be considered late.
3. All UNA members must present a current Membership Card.
4. Members should be aware if they are Provincially funded or Locally funded.

Responsibilities Of Local Presidents

Local Presidents should:

1. Ensure the Local's membership list is up-to-date and in Provincial Office sixty (60) days prior to Annual General Meeting (See Article 9.03 - Constitution).
2. Have appropriate numbers of elected Voting Delegates and alternates.
3. For all UNA delegate meetings, Locals shall be encouraged that, when possible and where the number of delegates warrant, a portion of delegates shall be designated as Young Workers. For the purposes of this policy, "Young Worker" is defined as thirty (30) years and younger.

4. Ensure each Voting Delegate, alternate and Observer is a member in good standing and has a current UNA card and knows to bring it with them.
5. A Local membership meeting shall be held prior to all provincial delegate meetings. This meeting shall be open to all members of the Local to discuss proposals.
6. Hold a meeting with the voting delegates to inform them of credentials procedures.

Responsibilities Of Voting Delegates And Observers

1. Voting delegates should be fully aware of the information contained in the delegate package in order to follow the meeting and debate the issues.
2. Name tags must be worn at all times.
3. UNA delegate meetings are business meetings and it is vital each member give their full attention to the business of the meeting.
4. Members are expected to attend the entire meeting. Should an emergency arise requiring the member to leave the meeting prior to adjournment, the member shall inform an Executive Officer.

Seating Arrangements

Doors to the meeting room will open 90 minutes prior to the meeting start time on the first day. Seating shall be assigned. Membership Committee members will place placards on the tables indicating the assigned seats. Numbers of seats assigned per Local will be based on delegate and observer information received two (2) weeks prior to a meeting of the UNA. The seating arrangements shall remain unchanged for all days of the meeting.

Sergeant(s)-At-Arms

A Sergeant(s)-at-Arms shall be appointed by the President of UNA.

Procedure:

1. The Sergeant(s)-at-Arms shall be a UNA Member/Associate Member in good standing.
2. The Sergeant(s)-at-Arms shall be responsible to the President of UNA and shall be in charge of:
 - a. Security at the meetings of UNA and any Executive Board Meeting or Disciplinary Hearing as directed by the President.
 - b. Preserving order as directed by the Chair.
 - c. Overseeing the physical arrangements of the meeting (e.g. that the furnishings are in proper order for each meeting, etc.)
3. The Sergeant(s)-at-Arms shall be empowered to appoint individuals to assist with security and meeting procedures.
4. The Sergeant(s)-at-Arms shall be directed regarding their duties by the President with reference to Robert's Rules of Order.
5. The Sergeant(s)-at-Arms shall be funded for all Delegates Meetings of the UNA and additional meetings, as directed by the President.

MEETINGS-1.4

Ombudsperson

An Ombudsperson(s) shall be appointed by the Executive Officers of UNA. The names and contact information will be provided at the beginning of all UNA Provincial Delegate Meetings.

1. The Ombudsperson(s) shall be a UNA member in good standing.
2. The Ombudsperson(s) shall be responsible for the following:
 - Be available to all those attending the meeting for any issues or violations of the UNA Abuse and Harassment Policy.
 - Investigate and try to resolve the problem and may take whatever action is required to correct the situation, including asking that the harasser be removed from the event.

Timekeeper

A timekeeper shall reside at the head table for the duration of the meeting.

Vendor Booths at UNA Delegate Meetings (Member Operated)

Members interested in showcasing their handcrafted arts must submit their product information to the Membership Committee prior to the Delegate Meeting. Handcrafted products may be for display or sale. Member vendors must not be registered Voting Delegates or Observers at the Meeting.

General–Content Disclaimer Policy for Sensitive Topics

REFERENCE: EXECUTIVE BOARD MEETING – FEBRUARY 2024

Content Disclaimer Policy for Sensitive Topics

This policy is to ensure that whenever possible presentations involving sensitive topics, including but not limited to suicide, violence, overdose, abuse, or other potentially distressing subjects, are accompanied by appropriate content disclaimers to provide awareness and support to participants.

This policy applies to all members, employees, contractors, presenters, and organizers involved in planning, or hosting, in meetings, events, or presentations where sensitive topics may be discussed.

- Prior to the commencement of any presentation, conversations, or event involving sensitive topics, organizers or presenters will endeavour to incorporate clear content disclaimers to alert participants to the nature of the discussion.
- Disclaimers should clearly state the nature of the sensitive topics to be discussed and emphasize that the content may be distressing or triggering for some individuals. They should also encourage participants to seek support or exit the conversation if they feel overwhelmed.

In the event that a participant exhibits signs of distress during a discussion of sensitive topics, organizers or presenters should respond promptly and compassionately.

Annual General Meeting

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - DECEMBER 2019

Elections

Prior to the elections, an explanation and a visual example of preferential balloting shall be provided to the delegates at an Annual General Meeting.

“Give aways” will be limited to printed candidate information only at the UNA AGM. Candidate poster size to be no larger than 8.5” X 14”. One poster per candidate may be posted in the approved location. Use of the UNA logo is prohibited in all campaign materials which includes the use of any photos and on social media.

Executive Officer Candidates

1. Funding be provided to candidates for Executive Officer positions to attend one District Meeting per District preceding the Provincial AGM. Funding shall be inclusive of salary for LOA's taken, travel, accommodations and meals. At these District Meetings, each Executive Officer candidate shall be given up to five (5) minutes to address the assembly, exclusive of question and answer period.
2. Speeches and a question and answer period for the election of UNA Executive Officers shall be scheduled on the agenda for the first day of the applicable Annual General Meeting.

Each candidate shall be given a copy of the agenda 45 days prior to the AGM. Each candidate shall be allotted 15 minutes for a speech. A question and answer period following speeches shall not exceed 30 minutes.

3. Each candidate may have a scrutineer present during the vote and when the ballots are counted.

The number of votes cast for each candidate will be declared at least one hour prior to the end of the meeting in which the election took place. A candidate may request a recount of the ballots prior to the adjournment of the meeting. If no recount is requested, the ballots shall be destroyed.

Nominations for Positions Elected at the Annual General Meeting

AGM Nomination

Each nomination shall be on the proper nomination form bearing the name and signatures of the nominee and two nominators. It is the responsibility of the nominee to confirm with the Executive Administrative Assistant or designate, the receipt of the nomination form.

Each candidate is responsible to review the Policy and Procedure Manual regarding election guidelines.

Executive Officer Position(s)

Any UNA Member is eligible to be nominated for an Executive Officer position. Any UNA Member is eligible to nominate another UNA member for an Executive Officer Position.

District Representative Position(s)

Any UNA member of a Local within a District is eligible to be nominated for the position of District Representative within their respective District.

Only UNA members from the same District as the Nominee are eligible to nominate for the position of District Representative.

It is the responsibility of the nominee to ensure the information on the nomination form is accurate and complete.

At the nomination deadline for the District Reps positions, the district chairs will advise the candidates of the time allotted to address the applicable assembly at the district meeting immediately preceding the AGM and at the candidate forum of the AGM.

Trial Committee Position(s)

Any UNA member of a Local within a District is eligible to be nominated for the position of Trial Committee within their respective District.

Only UNA members from the same district as the Nominee are eligible to nominate for the position of Trial Committee.

It is the responsibility of the nominee to ensure the information on the nomination form is accurate and complete.

Nomination Withdrawal Procedure

In the event a candidate withdraws the nomination for a position to be elected at the Annual General Meeting of the UNA, the candidate 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.

Equity Groups

Any self-identifying equity group of UNA members including but not limited to Young Workers, Ethnically Diverse and Indigenous, Pride and Men be provided with a meeting space during the UNA Provincial AGM.

Annual General Meeting - Secret Ballot Voting Procedure

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2022

1. 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 as a voting delegate on the day the vote is to be held.
2. The decision of the Credential's Chairperson shall be final and binding.
3. Ballots
 - a. The name and picture of each candidate and the position they are running for shall be printed on the ballot. Only pictures provided before the election deadline will be accepted. Any late coming picture or elections from the floor, will only contain the name and position.
 - b. Candidates shall be listed on the voting screen in random order.
4. Polling Hours

Polling hours will be announced on Day 1 of the Annual General Meeting.
5. 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.
6. 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 will rank the candidates as "1", "2", "3", etc. in the order of the voter's preference. Unless abstaining, you must rank to the minimum of positions available. This ranking of alternates shall be recorded on the transferable vote ballot form.
 - c. The tallying process from Election Buddy will be used for the AGM election. Please refer to: <https://electionbuddy.com/features/voting-systems/stv-voting>
7. Where a tie vote occurs either between two (2) candidates for one (1) position or the preferential ballot process, a second vote shall be held between the tied candidates. If the second vote results in a tie, the successful candidate will be determined by a random draw.
8. 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 Director of Information Systems in accordance with the relevant provisions of the Constitution and the foregoing rules.
 - b. A ruling of the Credential Chairperson and Director of Information Systems 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.
9. The ballots will be destroyed following the Annual General Meeting unless otherwise directed by the Assembly. In the case of electronic balloting all electronic ballots and backups of electronic ballots shall be deleted.

Annual General Meetings - Timelines

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - DECEMBER 2023

Should the date specified by the timelines below fall on a Saturday, Sunday or a Statutory Holiday, the date shall be adjusted to the preceding business day.

January

Annual Meeting deadline dates shall be posted in the AGM Forum on UNANet by mid-January.

March

Constitutional Amendment forms and Policy Resolution forms shall be posted in the AGM Forum on UNANet.

180 Days Prior - April 25, 2024

The Executive Administrative Assistant (EAA) shall post a memo in the AGM conference regarding the Annual General Meeting with a review of information to be received and preparation needed at the Local level. The Executive Administrative Assistant (EAA) shall also post a memo in the Local Executive Forum to provide notification of the posting of the AGM nomination forms in the AGM Forum. Enclosures shall include Nomination forms.

The service contract with the Parliamentarian shall be confirmed.

Nomination forms and candidate resumes are to be returned to the Provincial Office of UNA 60 days prior to the Annual General Meeting. (August 23, 2024)

160 Days Prior - May 15, 2024

Constitutional Amendments and Policy Resolutions shall be submitted 160 days prior to the Annual General Meeting.

75 Days Prior - August 8, 2024

Board Committee reports shall be received in Provincial Office.

A memo shall be posted in the AGM Forum to Locals from the Provincial Office regarding registration for hotel accommodation and "Expense Guidelines".

A letter shall be sent to invited guests with information regarding the UNA Annual General Meeting.

Notification is sent to the Locals regarding District Entitlement.

MEETINGS-2.3

60 Days Prior – August 23, 2024

Deadline for the receipt of nominations in Provincial Office.

50 Days Prior – August 30, 2024

The Legislative Committee Vice-Chair (UNA 1st Vice-President) shall ensure a list of candidates nominated for offices of the Executive Board and Trial Committee and a list of nominees acclaimed to positions is prepared.

45 Days Prior – September 6, 2024

Notification is sent to the Locals regarding Credentials.

Enclosures/Attachments: Agenda, proposed Constitutional Amendments & Policy Resolutions, Annual Committee Reports, proposed Budget, minutes of the previous Annual General Meeting, copy of UNA's Constitution, Standing Rules; list of Locals with Local number and name (in numerical order), list of nominees and resumes and candidates declared "Acclaimed", Executive Officers Reports and Directors' Reports. Also enclosed is "Guidelines for Voting Delegates and Observers to UNA Delegate Meetings".

Executive Board Meetings

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2013

Absence

Article 4.10 of the Constitution reads: “The District Representative shall designate an alternate member to attend Executive Board meetings in the District Representative's absence.”

Pursuant to Article 4.10 above, an alternate shall be designated in the event a District Representative will be absent for an entire Executive Board Meeting. In the event a District Representative is absent for a portion of an Executive Board Meeting and the absence impacts quorum, an alternate shall be designated.

Agenda

Agendas of Executive Board Meetings, particularly start and end times and potential times of closed Executive Sessions, be distributed to Executive Board Members and Observers with as much notice as possible.

Adjournment

The Executive Board Meetings shall adjourn no later than 1530 hours on the last day of the meeting.

Debate

Discussion on any one agenda item, in the absence of a formal motion to extend discussion, shall be limited to five minutes.

Election Of Standing Committees

Election for Standing Committees shall take place at the first regular meeting of the Executive Board following the Annual General Meeting.

Executive Officers' Report

The Executive Officers shall report on their activities at each Board Meeting.

Executive Sessions

An Executive Session will be scheduled on the morning of the first day of the Executive Board Meeting and as necessary thereafter. Time spent in Executive Session must be as brief as possible.

The Executive Board may have closed Executive Sessions which are restricted to members of the Executive Board, invited staff and/or legal counsel. A closed Executive Session is used to discuss sensitive or confidential matters.

MEETINGS-3

Guests

Guests may be invited to Executive Board Meetings with prior approval of the Executive Officers.

Observers

Observers wishing to attend the Board Meeting shall advise the UNA Executive Administrative Assistant (EAA). The District Chairpersons shall advise the EAA of the names of the provincially funded observers. Local Presidents shall advise the EAA of the names of Locally funded observers. Observers may participate in discussion when recognized by the Chair but shall not make or vote on motions.

The number of provincially funded observers to the Executive Board meetings will be 30 members per year. 20 Observers to be determined by the District and 10 Observers shall be determined by a random draw done by Provincial Office in a timely manner prior to Board Meetings. Preference will be given to members who have not previously been provincially funded to attend an Executive Board meeting.

Non-UNA Meetings

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING – MARCH 2013

Delegate Selection

The number of Provincially funded delegates to attend Non-UNA Meetings shall be determined by the Executive Board.

The composition of the Voting Delegate entitlement shall include Executive Board, Local Executive, and general members. Where possible, one (1) shall be designated as a Young Worker. For the purposes of this policy, “Young” is designated as thirty (30) years and younger.

Where there are draws in the categories of Executive Board, Local Executive and/or members-at-large for non-UNA provincially funded conferences, conventions and non-UNA educational opportunities, a member shall submit their name to one category only.

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Affiliations

REFERENCE: LAST UPDATED: ANNUAL GENERAL MEETING - FEBRUARY 2012

Any decision by UNA to affiliate or disaffiliate to a federation, such as Canadian Federation of Nurses Unions (CFNU), Canadian Labour Congress (CLC), Alberta Federation of Labour (AFL), shall be authorized by a ratification vote of the members at each Local, in accordance with Article 11 of the Constitution.

The UNA Executive Board shall authorize affiliation with socially progressive organizations (eg Friends of Medicare, Public Interest Alberta, Council of Canadians, Canadian Health Coalition).

Arbitration

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

Compulsory

UNA is opposed to any compulsory arbitration legislation. Regardless of any legislation, UNA members alone, and not the government or any other body, will decide when this Union will strike and when it will not.

Voluntary

A decision to request to enter into voluntary arbitration shall be made at a delegate meeting by the delegates at the meeting. All information pertaining to this request shall be presented to the Executive Board by the Negotiating Committee of the minority bargaining group.

This policy is only applicable to the groups who have a legal right to strike.

Note: *This policy is intended to cover all minority groups to whom compulsory arbitration does not apply*

Child Care

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

1. Child Care is a shared responsibility of both parents.
2. Governments have a responsibility for child care in the same way that governments have a responsibility for children's education.
3. Child Care centres should be provided by the government in the same way that schools are provided by the government, i.e. no cost to the user and meeting government criteria.
4. The centres should be staffed by a sufficient number of personnel qualified through:
 - a. Formal education in child care.
 - b. Experience and skills in child care.
5. Government funding for these child care centres can be obtained by transferring funding from other government programs, since the adoption of child care centres as proposed should decrease the need for funding in several areas: e.g. Unemployment, Welfare, Child Abuse, etc.
6. Such child care should be available to all parents, whether or not they are employed outside the home. Available and proper child care should be seen not only as a necessary benefit to parents but also as a necessary benefit for children.

Climate Change

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - APRIL 2014

“Climate Change (also referred to as “Global Warming”) is a significant and lasting change in the statistical distribution of weather patterns, including more or fewer extreme weather events. Climate change is caused by a number of factors such as biotic processes, variations in solar radiation received by Earth, plate tectonics, and volcanic eruptions. Many of these are beyond our control, but there is now no doubt that human activities are significant causes of recent climate change.

United Nurses of Alberta believes that as part of nurses’ ethical obligation to promote health and well-being, (see: Code of Ethics, Canadian Nurses Association) we need to be involved in educating our members and the public about climate change and we should support mitigation measures.

Recognizing the importance of the oil sands to the Alberta economy, we do not encourage the elimination of oil sands activity, but we urge the Governments to regulate production in a manner that better protects the environment, and creates greater economic diversity and value-added strategies.

We further encourage all UNA members, whenever reasonably practicable, to consider mitigation factors. Members are also encouraged to refer to “The Role of Nurses in Addressing Climate Change” by the Canadian Nurses Association.

Collective Bargaining

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

UNA believes that the right of workers to organize and engage in free collective bargaining is fundamental in any free society. There should be no legal restrictions on the right of Unions and Employers to participate in free collective bargaining.

An essential element of the bargaining process is the right of workers to withdraw their services.

Violence

Where acts of violence occur during the process of collective bargaining, such acts of violence shall be addressed through the Criminal Code as appropriate.

Non-Nursing Duties

UNA members shall not perform any duties which are performed by members of other bargaining units unless ordered directly by the Employer to do so.

Conflict Of Interest

REFERENCE: LAST AMENDED: ANNUAL GENERAL MEETING - OCTOBER 1992

That UNA elected Representatives shall not use official UNA time and official UNA processes (i.e. meetings of UNA, UNA publications, UNA communication vehicles) for the purpose of providing information to other UNA members regarding any goods or services from any businesses except:

1. Those goods and services that are necessary for official UNA business.
2. Those goods and services that have been approved by the Executive Board and meet the following criteria:

Criteria For Approval of Goods and Services

1. It must be seen as a benefit to our membership.
2. References will be required from any business or service seeking approval, particularly, other Union references.
3. Only goods and services that require a minimum of staff time would be approved.
4. Producing information documents to be sent to Locals or members regarding these goods and services must be low cost or free.
5. Membership lists would not be provided to any business or service.
6. The UNA publications or communication vehicles shall not be used for these businesses to advertise.
7. Information regarding these goods and services will be sent to Locals or members through the regular mailouts.
8. UNA will not agree (verbally or in writing) to any terms and conditions that gives UNA the appearance of promoting a particular product or service.
9. UNA's title and/or logo will not be placed on documents promoting products and/or services.

Contracting Out

REFERENCE: LAST AMENDED: ANNUAL GENERAL MEETING - OCTOBER 1990

UNA is opposed to contracting out of Nursing Services.

When individuals are enlisted to work as nurses within the Institutions, they become members of the UNA bargaining unit, and are thereby entitled to the coverage and benefits of the Collective Agreement, and must pay dues.

Definition

Contracting out occurs when the Employer enlists the services of another agency to provide Employees for the Employer. One example would be the use of nurses from ComCare or the Nursing Registry. These Employees may be paid by either the employment agency itself or the hospital.

Directive

Should a Local be aware of instances where nurses are hired to work in the hospital and are not being covered by the Collective Agreement, the Local should grieve this matter. Such a grievance can be handled as a policy grievance by the Local as a violation of Article 3, Recognition and Article 5, Dues Deductions. As well, a grievance may be filed by the Employee themselves as to incorrect wages and other entitlements in the agreement, should this be the case.

Note: *For specific wording of a grievance, please contact your Labour Relations Officer.*

Copyright Restrictions

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

In accordance with existing copyright laws, United Nurses of Alberta does not endorse the use of unlicensed software.

As such, where the United Nurses of Alberta has identified a requirement for a member or staff person to work with specific software, in order to fulfill the requirements of their position, the United Nurses of Alberta shall undertake to provide such member or staff person with a licensed copy of the software. United Nurses of Alberta shall retain ownership of all such software.

Employee Family Assistance Programs (EFAP)

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

Any EFAP, shall be a joint UNA/Management Program. UNA shall strive to negotiate an EFAP for each worksite. UNA shall encourage participation by other worksite unions and Employee groups.

In the Joint Labour-Management model of EFAP, management members and their families have access to the program. The underlying premise is that of mutual concern amongst the EFAP participants. Everyone in a workplace benefits when all workers are healthy and productive.

Entry To Practice

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING FEBRUARY 2012

UNA supports access to continuing education and worksite in-services to permit all practitioners to fulfill personal, professional and employment expectations.

“Access” is defined as “unimpeded by geographical location, organizational restrictions or financial barriers”.

Entry to Practice initiatives, at the provincial and national level, shall not disadvantage current practitioners nor their advancement within the workforce.

Licensing organizations shall establish mechanisms to facilitate the recognition of a practitioner’s experience on an equal level/basis with enhanced educational preparation.

Should professional licensing organizations aspire to raise the required qualifications for entry to the profession, provisions must be enshrined in legislative regulations/guidelines which ensure current practitioners are recognized as having attained the higher entry qualifications and prohibit discrimination within the workforce.

Free Trade

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

UNA is opposed to Free Trade Agreements which undermine Canadian Sovereignty and Canadian Social Programs.

Impaired Driving

REFERENCE: LAST AMENDED: ANNUAL GENERAL MEETING - OCTOBER 1990

UNA shall go on record as supporting educational awareness of impaired driving and stress the need for health promotion and accident prevention.

Incentives

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

All areas of nursing have stressors.

United Nurses of Alberta is a trade union whose aim is to improve the socio-economic status of all members through the free collective bargaining process.

UNA is opposed to any attempt to covertly undermine our collective agreements through the use of “incentives” such as merit pay and hidden bonuses to staff based on areas of practice, etc.

Should Employers sincerely desire to resolve the concerns of nurses, UNA is prepared to negotiate changes to our Collective Agreements in order to improve salary and working conditions for all our members.

Indigenous Health/Truth and Reconciliation Commission

REFERENCE: EXECUTIVE BOARD MEETING - JUNE 2017

UNA recognizes the historical fact that Canada's colonial mission was predicated upon the cultural genocide of indigenous people as has been incontrovertibly established by the Truth and Reconciliation Commission of Canada.

UNA recognizes the establishment of the Indian residential school and the segregated Indian hospital systems were the preeminent components of that colonial mission and caused deliberate irreparable and ongoing damage to the health and well-being of the indigenous population.

UNA supports the United Nation Declaration on the Rights of Indigenous Peoples.

UNA supports the Truth and Reconciliation Commission of Canada's Calls to Action and particularly those Calls to Action regarding health (Calls to Action 18 – 24).

Addendum - TRC Calls to Action: Health

"Health

18. We call upon the federal, provincial, territorial, and Aboriginal governments to acknowledge that the current state of Aboriginal health in Canada is a direct result of previous Canadian government policies, including residential schools, and to recognize and implement the health-care rights of Aboriginal people as identified in international law, constitutional law, and under the Treaties.
19. We call upon the federal government, in consultation with Aboriginal peoples, to establish measurable goals to identify and close the gaps in health outcomes between Aboriginal and non-Aboriginal communities, and to publish annual progress reports and assess long-term trends. Such efforts would focus on indicators such as: infant mortality, maternal health, suicide, mental health, addictions, life expectancy, birth rates, infant and child health issues, chronic diseases, illness and injury incidence, and the availability of appropriate health services.
20. In order to address the jurisdictional disputes concerning Aboriginal people who do not reside on reserves, we call upon the federal government to recognize, respect, and address the distinct health needs of the Métis, Inuit, and off-reserve Aboriginal peoples.
21. We call upon the federal government to provide sustainable funding for existing and new Aboriginal healing centres to address the physical, mental, emotional, and spiritual harms caused by residential schools, and to ensure that the funding of healing centres in Nunavut and the Northwest Territories is a priority.
22. We call upon those who can effect change within the Canadian health-care system to recognize the value of Aboriginal healing practices and use them in the treatment of Aboriginal patients in collaboration with Aboriginal healers and Elders where requested by Aboriginal patients.

23. We call upon all levels of government to:
- i. Increase the number of Aboriginal professionals working in the health-care field.
 - ii. Ensure the retention of Aboriginal health-care providers in Aboriginal communities.
 - iii. Provide cultural competency training for all health-care professionals.
24. We call upon medical and nursing schools in Canada to require all students to take a course dealing with Aboriginal health issues, including the history and legacy of residential schools, the *United Nations Declaration on the Rights of Indigenous Peoples*, Treaties and Aboriginal rights, and Indigenous teachings and practices. It will require skills-based training in inter-cultural competency, conflict resolution, human rights, and anti-racism. "

URL for the TRC Calls to Action:

http://www.trc.ca/websites/trcinstitution/File/2015/Findings/Calls_to_Action_English2.pdf

URL for the UN Declaration on the Rights for Indigenous People:

http://www.un.org/esa/socdev/unpfii/documents/DRIPS_en.pdf

Job Sharing

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

1. Job sharing is the splitting of one full-time position and the benefits of that position between two or more Employees.
2. The Employees are responsible for working during each others absences (e.g. vacations, and sick leave.)
3. UNA is opposed to the principle of job sharing.
4. UNA's position is that all vacancies should be posted, and that Part-time Employees have the same rights to benefits contained in the Collective Agreements as Full-time Employees, on a proportionate basis.

Layoffs & Cutbacks

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2019

UNA is opposed to any legislation or any fiscal policy which results in limiting the quality of health care as well as the delivery and expenses of Community and Preventative health services.

UNA will not consider any contract concessions or alterations to prevent layoffs.

Legal Representation/Assistance

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2019

Representation in the areas of work-related issues such as Employment Insurance (EI), pensions, insurance, professional discipline, fatality inquiries and civil suits arising from their work shall be provided by UNA to a member or duespayer only with the agreement of the member or duespayer.

All access to legal counsel for Union related business by UNA locals, members or duespayers must be authorized by the Director of Labour Relations.

Legal Representation

A member or duespayer of UNA is entitled to legal representation as follows:

Grievances and Arbitrations

Legal assistance in addition to assistance provided by UNA staff shall be provided by UNA on behalf of a grievor where such assistance is deemed necessary by the Director of Labour Relations, taking into account the seriousness and complexity of the grievor's case and the workload of available UNA staff. Where such assistance is provided, the full cost shall be paid by UNA.

Locals, members and duespayers have the right to appeal (to the Legislative Committee) the decision of the Director of Labour Relations to withdraw or proceed with a grievance to arbitration. The right of appeal does not extend to other areas.

Other Work Related Issues

Other work related issues such EI, pension, insurance, professional discipline, fatality inquiries and civil suits arising from their work.

Legal assistance in addition to UNA staff representation shall be provided by UNA where such assistance is deemed necessary by the Director of Labour Relations taking into account the seriousness and complexity of the member's or duespayer's case and the workload of available UNA staff. Where such assistance is provided by UNA, the full costs shall be paid by UNA. Where the member or duespayer chooses to represent themselves in such proceedings, or where a member chooses a lawyer or other representative in such proceedings, no costs shall be paid by UNA.

Local Authorities Pension Plan (LAPP)

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

LAPP Board

UNA shall strive to have permanent representation on the Local Authorities Pension Plan (LAPP) Board.

The Executive Board shall determine who shall be recommended to represent United Nurses of Alberta (UNA) on the LAPP Board.

LAPP

UNA does not support the move to independence without having Employee consent.

NOTE: Refer to Position Statement “Pensions”.

Mandatory Drug Testing

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2019

The United Nurses of Alberta opposes mandatory pre-employment or random drug screening in the workplace.

Mandatory drug screening violates the principle a person is presumed innocent until proven guilty and furthermore it is a threat to the individual's right to privacy, dignity and freedom.

The United Nurses of Alberta believes that if there is a drug problem in the workplace, mandatory screening will not solve or measure it.

Drug and alcohol addiction are illnesses, which can respond to therapy and treatment. Absence from work, due to addictions, should be considered sick leave. All Employers should be required to accommodate Employees with addictions during treatment and subsequent return to work.

The United Nurses of Alberta supports the development and maintenance of prevention programs and Employee Family Assistance Programs (EFAPs) in the workplace. EFAPs are designed to identify problems earlier and provide a confidential method for Employees to seek assistance.

The United Nurses of Alberta promotes the need to focus more on education, prevention and rehabilitation regarding issues of drug abuse.

Mandatory Blood Borne Infection Testing

The United Nurses of Alberta opposes mandatory testing of health care workers for Blood Borne Infections.

Mandatory Blood Borne Infection testing is a threat to the individual's rights to privacy, dignity and freedom.

The risk of transmission of Blood Borne Infections from the health care workers to clients is minimal with the use of Universal Precautions.

Testing for Blood Borne Infections is indicated for health care workers and client/patient following accidental exposure to blood and body fluids.

Membership Involvement/Rejuvenation

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

UNA supports membership involvement and rejuvenation in all demographics.

Nurse Abuse

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

Violence is defined under occupational health and safety legislation as “the threatened , attempted or actual conduct of a person that causes or is likely to cause physical injury” and psychological injury. Abuse may be manifested in various forms of aggression, including verbal, physical, psychological and sexual harassment.

Nurses Right to Know

Nurses have the right to know when potentially abusive situations and or person(s) exist in the workplace. Employers are required to have an effective process in place to ensure information regarding risk of violence and abuse is communicated to all affected nurses throughout the health care system.

Knowledge and Awareness

UNA will take a proactive stance to ensure Employers provide training on policy, procedures and workplace arrangements that effectively eliminate or minimize workplace abuse, the appropriate response to workplace violence and procedures for reporting, investigating and documenting incidents of abuse and violence. It is essential nurses document and report all incidences of abuse. UNA shall advocate for the development of Abuse and Violence and Working Alone policies

Security Measures

It is the responsibility of the Employer to provide a safe and healthy working environment to protect nurses from the adverse effects of violence and abuse. UNA expects the Employer to provide adequate numbers of appropriately trained on-site security personnel and equipment in order to eliminate or reduce the risk of injury and illness as a result of workplace violence and abuse.

Nurses Rights

Nurses have the right not to be victims of violence and abuse. Nurses have the right to compensation through Workers Compensation for physical and psychological injuries sustained from violence and abuse. Nurses have the right to expect the Employer to provide a safe, secure and healthy work environment. Nurses have the right to contact and request police assistance in abusive or potentially abusive situations. Nurses have the right to access and file WCB forms, incident reports and Occupational Health & Safety forms. Nurses have the right to access adequate support and confidential counseling services.

The Employer should be responsible and willing to pay for confidential counseling services and UNA will strive to achieve this in all Locals. Nurses have the right to sick leave as per the current Collective Agreements. Legal assistance will be provided by UNA, if necessary.

Nursing Homes

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

Vulnerable populations and their families should be treated with dignity and respect. This includes ensuring the medical care seniors and others receive be provided by professional staff and ensures appropriate staffing levels are maintained. UNA advocates for publicly funded and publicly delivered care across the continuum of care settings.

Occupational Health And Safety

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

Every worksite should have a functioning Occupational Health and Safety Committee.

United Nurses of Alberta shall advocate for recognition that nursing is a hazardous occupation.

Nurses have the right to:

1. Be provided with information regarding the hazards associated with the work they perform and the measures in place to eliminate or control those hazards (Hazard Assessment and Control Reports).
2. Have meaningful involvement in the identification and control of hazards in their workplace.
3. Access safety equipment including engineering controls, approved policy and procedures, adequate training and adequate staffing in order to fulfill safety requirements.
4. First-aid training and medical assistance in the event of a work related injury or illness.
5. Documentation related to the findings of any environmental testing.
6. Investigation reports related to incidents of injury and/or occupational exposure.
7. Refuse work duties where the nurse has reasonable and probable grounds to believe would put them at imminent risk of injury or illness.
8. Compensation for injury or illness or disability through benefit plans, Workers' Compensation, and damages awarded under the Occupational Health & Safety Act.

Organizing Nurses

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

Unorganized Workers

Where UNA recognizes that a group of nurses are employed in direct nursing care as defined by the Labour Relations Board*, and are eligible for collective bargaining, or if a group requests to be recognized, and is not currently organized by another trade union, UNA shall provide all reasonable assistance to the nurses to organize.

When organizing a new group (whether a new bargaining unit or a non-union enclave into an existing bargaining unit), an Employee's seniority date shall be the date of hire at their Employer, unless modified through the portability or seniority provisions.

Organized Workers

When UNA is approached by a group of nurses, employed in direct nursing care as defined by the Labour Relations Board*, who are eligible for collective bargaining but who are already organized in another union, the assistance specified in Section 1 above shall be provided only where the application for assistance is approved by the Executive Board of UNA.

** Direct nursing care as defined by the Labour Relations Board includes all those employees for whom nursing training is a prerequisite. It applies to those employed in nursing care or instruction in nursing care. The unit could contain graduate nurses and registered nurses, psychiatric nurses, and nursing instructors when instructing.*

Pensions

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

United Nurses of Alberta takes the position that pensions are deferred wages and therefore belong to Employees. UNA is opposed to any regressive changes to Local Authorities Pension Plans (LAPP).

See Position Statement “LAPP”.

Political Affiliation

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - APRIL 2014

UNA is a non-partisan organization.

UNA as an organization does not affiliate with any political party or make donations to any political party.

UNA is politically active and encourages and facilitates members, Locals and Districts to become politically active.

Portability of Seniority/Job Security

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

United Nurses of Alberta shall strive to maximize portability of seniority and job security for all members. This goal shall be reflected at all collective bargaining tables and all discussion held with Employers and the Alberta Government regarding workforce adjustments.

Public Health Care

REFERENCE: LAST AMENDED: ANNUAL GENERAL MEETING - OCTOBER 1998

UNA supports the five principles of the Canada Health Act which include a publicly funded and publicly administered health care system; and

Access to Medical Services

UNA supports universal accessibility to health care and therefore considers the refusal by medical practitioners to perform medically-insured services on the basis of monetary considerations as unethical.

UNA will continue to inform UNA members and the public of the implications of private for profit initiatives of health and to continue to lobby the Federal and Provincial governments to enhance and safeguard public health care in Canada.

UNA shall network with other Unions and citizen groups to monitor and oppose the privatization and corporatization of health care.

UNA is opposed to privatization of health care.

Respect and Inclusion

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - DECEMBER 2023

UNA is committed to fostering and preserving an environment that is respectful, equitable, inclusive and safe.

Discriminatory words or conduct including but not limited to discrimination on account of age, race, colour, ancestry, place of origin, source of income, political or religious belief, gender, gender identity, gender expression, sexual orientation, family status, marital status, physical disability and mental disability shall not be tolerated.

Right To Work Legislation

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - AUGUST 1992

UNA is opposed to Right to Work Legislation.

Self-Scheduling

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - DECEMBER 1990

United Nurses of Alberta is opposed to self-scheduling.

What Is Self-Scheduling?

Self-scheduling is a process by which nurses and other nursing staff on a ward or unit collectively develop and implement the monthly work schedule. Staff nurses are expected to develop the schedules on their own time.

Why?

The development of contractually accurate schedules is a management responsibility.

Nurses are not permitted to make autonomous decisions, despite the implied suggestion of autonomy.

The restrictions and requirements (eg. for notice and the ability to exchange shifts as desired) protect the Employee and provides the Employee with the necessary control to alter the schedule.

Staff nurses do not control budget allocations or determine the staff resources to be utilized. Requiring staff nurses to develop schedules which are based on inadequate resources is an inappropriate transfer of responsibility.

Some of the literature suggests that self-scheduling reduces sick time utilization, as staff are encouraged to re-arrange the schedule to accommodate illness.

Articles Violated/Affected In the Provincial Collective Agreement:

Article 3 - Recognition

Article 4 - Management Rights

Article 7 - Hours of Work

Article 9 - On-Call Duty

Article 19 - Sick Leave

Article 30 - Part-time, Temporary and Casual Employees

Article 36 - Professional Responsibility

Who You Should Contact

If your Employer suggests that the Local or a specific ward or unit consider “self-scheduling” contact the Labour Relations Officer assigned to your Local.

Sexual Orientation and Gender

REFERENCE: EXECUTIVE BOARD MEETING – JUNE 2023

1. UNA reaffirms that sexual orientation, gender, and gender expression implies no inherent impairment or disorder.
2. UNA supports the use of gender-affirming health treatments for all ages as directed by health care professionals.
3. UNA condemns any practice intended to change gender expression or sexual orientation expressed by an individual that involves conversion therapy, or any similar type of therapy, as such practices represent a significant risk of harm.
4. UNA opposes discrimination and harassment against those with diverse sexual orientations and gender identities.
5. UNA supports diverse and inclusive workplaces and communities.

Strike/Strike Vote

REFERENCE: LAST AMENDED: ANNUAL GENERAL MEETING - NOVEMBER 2000

The assembled membership of the United Nurses of Alberta hereby asserts and declares that only the members decide whether to conduct a strike or a strike vote; and further that the Executive Officers, Executive Board, and Negotiating Committee are obligated by the democratically-expressed will of the membership to co-ordinate the collective action of the membership in the event of a strike or a strike vote.

See Negotiations Section of the Policy and Procedures Manual.

Supervised Injection Site

REFERENCE: EXECUTIVE BOARD MEETING - FEBRUARY 2019

The rise in Fentanyl use has created an epidemic scenario of deaths in Alberta cumulating in 117 deaths in 2014, 257 deaths in 2015, 349 deaths in 2016 and in the first quarter of 2017 51 deaths. This has led to the wide spread distribution of naloxone kits to the general public. Naloxone has been effective in temporarily reversing the overdose but symptoms can return should medical attention not be accessed. This increase in fatalities has created an urgency with the public and advocacy groups for Governments to open supervised injection sites in order to prevent opioid-related deaths in the future.

Patient

1. UNA believes Nurses advocate in ensuring harm reduction in patients who have substance abuse issues.
2. UNA acknowledges many people who are substance abuse users have complex social issues that have been marginalized
3. UNA acknowledges people with substance abuse issues are members of society which are entitled to medical supports to ensure their well-being.
4. UNA advocates a social support system needs to be in place for patients such as drug rehabilitation programs, counselling, basic medical needs, and housing.
5. UNA advocates for safe, compassionate, judgement free supervised injection sites which supports patients in making their choices.
6. UNA acknowledges studies that support supervised injection sites have reduced the practice of sharing drug equipment.
7. UNA acknowledges studies that show a reduction in Blood Borne Infections such as HIV and Hepatitis C.
8. UNA acknowledges studies which show a cost reduction in medical services when Supervised Injection Sites are opened.

Community

Many communities suffer from the “Not in My Backyard” Syndrome. The communities where supervised injection sites are located have the population that either live in or frequent the community.

This has created a friction in the community whereby drug equipment is left scattered in public and private areas creating an unsafe environment.

Communities that have supervised injection sites have an acceptance after time as there is reduced public consumption which in turn reduces drug equipment being shared and left behind.

Residents believe the supervised injection sites will cause more harm in their neighborhoods, they are already coping with transient populations that suffer from serious addiction issues, adding in locations essentially creates a beacon for people to settle into the area. But evidence from advocates show that these sites cut down on overdose deaths and decrease the amount of off-site disruption in the neighbouring communities.

Staff

Nurses that work with the public who inject drugs must be compassionate, judgement free educators. Nurses advocate for safe, clean consumption sites whereby users are monitored to ensure deaths by overdose are reduced. Nurses also advocate for referrals to additional support services.

Concerns that need to be addressed by Unions representing Employees have been noticed in British Columbia:

1. Vancouver Coastal Health (VCH) and Portland Hotel Society (PHS) run 'Insite' - a medically supervised injection site. VCH is unionized and PHS is non-unionized. There is a conflict in the policies and procedures that each stakeholder's employees follow. This has led to grievances being filed through VCH. There needs to be a method to resolve concerns in policies and procedures.
2. Insite has a policy of banning patients who display aggressive behaviors. This policy of banning patients is not followed constantly. The policy needs to have clear boundaries which are enforced by all stakeholders.
3. RNs are employed as Registered Nurses have assessment skills. The two supervised injection sites in British Columbia employ RNs.
4. There needs to be a Base Line Staffing number of two staff to every user.
5. There needs to be an assessment done on when the supervised injection site is most used. At Insite Wednesdays, Thursdays and Friday's are staffed up to accommodate the patient flow.
6. A Risk Assessment needs to be done and implemented.
7. There is no violence alert system in place for example a purple dot program. Patients have to register to use the facility but patients do not provide their real names, patients use code names or aliases.
8. At Insite there is no security. There is a police presence around the facility. Should an incident arise, police are expected to be on site within 30 seconds to one minute at most. Should a policing presence not be readily available, security should be on site in plain clothes. To have security on a medically supervised safe injection site would discourage patients from attending.
9. Proper education to staff on the effects of administering Naloxone, the effects after administration is required and the care of the patient after the administration of Naloxone.

References

BC Nurses' Union Position Statements (n.d.). Retrieved from <https://www.bcnu.org/about-bcnu/position-statements>

Canadian Nurses Association. (May 2015). "Bill C-2: An Act to amend the Controlled Drugs and Substances Act (Respect for Communities Act) Brief for the Standing Senate Committee on Legal and Constitutional Affairs. Retrieved from https://webcache.googleusercontent.com/search?q=cache:x3lPWgskltg-J:https://cna-aiic.ca/~media/cna/page-content/pdf-en/bill-c-2-an-act-to-amend-the-controlled-drugs-and-substances-act_respect-for-communities-act.pdf%3Fla%3Den+&cd=1&hl=en&ct=clnk&gl=ca

Jaimet, Kate. (January/February 2017). "The fentanyl crisis". *Canadian Nurse*. Retrieved from <https://www.canadian-nurse.com/en/articles/issues/2017/january-february-2017/the-fentanyl-crisis>

Kassam, Ashifa. (May 21, 2017). "Canada eases steps to open supervised drug injection sites amid opioid crisis." *The Guardian*. Retrieved from <https://www.theguardian.com/world/2017/may/21/canada-opioid-crisis-supervised-drug-injection-sites>

KPMG. (September 14, 2010). "NSW Health Further Evaluation of the Medically Supervised Injecting Centre during its extended Trial Period (2007-2011) Final Report v 1.1". Retrieved from www.health.nsw.gov.au/mhdao/Documents/msic-fr.pdf

Logan, Shawn. (February 7, 2017). "Fentanyl deaths continue to soar in Alberta, with Calgary seeing the highest toll." *Calgary Herald*. Retrieved from <http://calgaryherald.com/news/local-news/fentanyl-deaths-continue-to-soar-in-alberta-with-calgary-seeing-the-highest-toll>

"Medically Supervised Injecting Centre" (n.d.). Retrieved from <https://uniting.org/who-we-help/for-adults/sydney-medically-supervised-injecting-centre>

Potkins, Meghan. (April 7, 2017). "Calgary leads Alberta with 25 fentanyl-related deaths in the first six weeks of 2017." *Calgary Herald*. Retrieved from <http://calgaryherald.com/news/local-news/calgary-leads-alberta-with-25-fentanyl-related-deaths-in-first-six-weeks-of-2017>

Staples, David. (May 2, 2017). "Everyone loves safe injection sites, except their future neighbors". *Edmonton Journal*. Retrieved from <http://edmontonjournal.com/news/politics/david-staples-everyone-loves-safe-injection-sites-except-their-future-neighbours>

Transfer Of Services Between Bargaining Agents

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - DECEMBER 1993

Statement of principles for the transfer of services between United Nurses of Alberta and other Bargaining Agents

United Nurses of Alberta believes that if any transfers occur between groups of Employees represented by United Nurses of Alberta and any other bargaining agents, the following principles should apply and that the Union will attempt to negotiate the following:

1. Any down-sizing in staffing numbers for the service will be done prior to the transfer of the service, and the Employees should have the right to exercise their rights under layoff according to their Collective Agreement.
2. The remaining Employees should have the right to choose to transfer with the service, or to stay with the present employer and exercise their rights under layoff according to their Collective Agreement.
3. The Employees who choose to transfer with the service should have the right to bring their full seniority with them and to have it merged with the seniority of the receiving Local. (The parties recognize that the differences in the Collective Agreement provisions will need to be worked out.)
4. In order to ensure that an Employee is not disadvantaged by a transfer of services, the parties recognize that there may be a requirement for the “grandfathering” and/or “red-circling” of certain provisions.

Union Goods & Services

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2008

Where reasonable, UNA obtain supplies and services from unionized vendors and/or made in Canada or the US.

Worksite Committees

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

Participation on any worksite committee not defined by the Collective Agreements shall not be construed as official representation by the United Nurses of Alberta.

Only individuals authorized by UNA shall be identified as official representatives of the UNA.

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Abuse & Harassment

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - SEPTEMBER 2014

Definition

Abuse:

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

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

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

Abuse comes in many forms:

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

Procedure

1. Right of Assistance

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

2. Steps Prior to Formal Reporting

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

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

3. Formal Reporting

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

Affiliate Conventions: Constitutional Amendments/Policy Resolutions

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - MARCH 2023

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

Endorsement of Candidates for Affiliate Elections

REFERENCE: EXECUTIVE BOARD MEETING - MARCH 2023

UNA delegates at affiliate events are permitted to vote according to their own personal conscience.

UNA members may individually endorse candidates for affiliate elections. Endorsements shall not utilize UNA titles other than being a member of UNA.

The UNA Executive Board will not endorse candidates for affiliate elections.

UNA Locals will not endorse candidates for affiliate elections

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

REFERENCE: ADOPTED: EXECUTIVE BOARD MEETING - MARCH 2021

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

Arbitration Review

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

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

Archiving Guidelines (Locals/Districts/District Reps.)

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2024

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

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

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

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

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

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

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

PROCEDURE-5

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

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.

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	
Executive Board Minutes – 2 yrs – available on UNANet	
Delegate Meeting Minutes – 1 yr – available on UNANet	
Staff Collective Agreements - current	

Board Polls

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2021

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

Centralized Local/District Accounts

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

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

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

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

Computers

REFERENCE: LAST AMENDED: ANNUAL GENERAL MEETING - OCTOBER 2018

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

See Position Statement “Copyright Restrictions”.

Concerns - Staff

REFERENCE: Last Amended: Executive Board Meeting - February 2012

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

Procedure For Dealing With Concerns Pertaining To Staff

UNA has four categories of staff:

1. **Labour Relations Staff**

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

2. **Finance and Administrative Staff**

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

3. **Information Systems Staff**

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

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

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

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

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

PROCEDURE-9.1

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

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

The Role Of District Representatives

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

Concerns - District Representative

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - NOVEMBER 2018

How To Deal With Concerns Relating To District Representatives

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

Contract Interpretation Appeal and Grievance and Arbitration Appeal Board

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2021

Attendance at Arbitration Appeals and Grievance Appeals

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

Contract Interpretation Appeal and Grievance and Arbitration Appeal Board

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

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

Discipline of Members

REFERENCE: LAST AMENDED: ANNUAL GENERAL MEETING - JUNE 2016

General Introduction

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

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

Filing of Charges

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

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

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

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

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

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

Review of Charges

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

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

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

Appeal of Summary Rejection of Charges

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

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

Responsibilities of Appeal Panel

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

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

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

Referral to a Disciplinary Hearing Board

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

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

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

Responsibilities of Disciplinary Hearing Board

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

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

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

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

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

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

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

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

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

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

Disciplinary Hearing Guidelines

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

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

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

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

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

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

The charging party bears the onus of proof.

The accused may not be compelled to testify.

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

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

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

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

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

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

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

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

The accused shall have the right to call witnesses.

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

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

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

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

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

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

A reprimand will not affect membership status in UNA.

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

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

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

Filing of Appeal Challenging Disciplinary Hearing Board Decisions

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

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

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

Responsibilities of Appeal Tribunal

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

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

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

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

Appeal Tribunal Hearing Guidelines

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

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

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

The appellant(s) bear the onus of persuasion.

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

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

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

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

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

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

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

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

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

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

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

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

The decision of the Appeal Tribunal is final and binding.

Districts - Internal Operations

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

Budget

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

Districts Representing UNA

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

Length Of Terms

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

Election & Campaign Guidelines (excluding AGM elections)

REFERENCE: ADOPTED: EXECUTIVE BOARD MEETING - JUNE 2018

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

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

Internal Vacancies

REFERENCE: LAST AMENDED: ANNUAL GENERAL MEETING - OCTOBER 1988

All staff vacancies shall be posted on UNAnet.

Joint Committee (UNA/AHS)

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING – JUNE 2023

Joint Committee (UNA Provincial Collective Agreement)

Definition: A Committee comprised of UNA and Employer representatives.

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

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

Communication/Reporting: After each Joint Committee Meeting, the DLR or designate shall provide:

- A written summary in Forums.
- A verbal report at the Executive Board and District meetings.

UNA Representation to the Joint Committee

There will be a 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 Provincial Collective Agreement. Only those members covered by the 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(s) of Labour Relations and Labour Relations staff as assigned shall be appointed to the Joint Committee, but shall be non-voting members.

In addition to the aforementioned representatives on the Joint Committee, one (1) Provincial representative shall also be elected from Covenant Health Bargaining Units. Only Locals within a Covenant Health Bargaining Unit shall be eligible to elect the Provincial representative with one (1) vote per Local. The Co-Chairs of the most recent Provincial Negotiating Committee shall be added to the Joint Committee.

Labour Relations – Decision-Making Process

Province-Wide Bargaining Unit

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING – JUNE 2009

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

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

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

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

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

2. Attendance to grievance/resolution meetings

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

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

3. Ratification of letters of understanding

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

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

4. Signing of the provincial collective agreement

The Provincial Negotiating Committee will sign the Provincial Collective Agreement.

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

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

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

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

Letters of Understanding/Addenda

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - MARCH 2017

Approval of Agreements

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

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

Notice of Addenda

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

Procedure

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

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

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

Appeal Committee Process

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

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

Letters of Understanding - Resolution Reached By Joint Committee

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2009

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

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

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

Locals - Allocation of Duespayers and Locals (Criteria For)

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2019

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

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

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

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

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

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

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The following criteria should be used in determining:

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

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

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

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

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

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

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

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - SEPTEMBER 2019

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

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

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

Locals - Allocation of Duespayers and Locals

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

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING – SEPTEMBER 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REFERENCE: ANNUAL GENERAL MEETING - OCTOBER 2016

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

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

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

Locals - Conflict Resolution

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - AUGUST 1997

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

Locals - Dissolution Procedure

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING -NOVEMBER 2004

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

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

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

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

2. In the event that a 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 Local, provided the funded Executive are available to do the work.

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

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

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

Local assets shall be handled as follows:

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

- 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 Local shall make the appropriate motions for Dissolution of the Local. (Attachment #1).

PROCEDURE-18.6

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 worksite.

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

Locals – District Labour Councils

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - OCTOBER 2013

Representation To District Labour Councils

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

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 Local to discuss the investigating procedure and may seek assistance in making contact with members for interviews.

Step IV

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

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

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

Step V: Interviews

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

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

Step VI: The Report

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

Step VII

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

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

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

Step VIII

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

PROCEDURE-18.8

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

Method of Establishing the Investigating Committee

1. A documented complaint by a member or members in good standing of UNA regarding one of its 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 Local, in writing, enclosing a copy of the complaint.
3. The complaint shall be the subject of discussion and decision at the next Executive Board Meeting or a Special Executive Board Meeting of the UNA.
4. The Local Executive and the complainant shall be advised of the date of this Board Meeting and shall be invited to attend.
5. The decision of the Executive Board shall be made in accordance with Article 15.06 of the UNA Constitution.
6. Where the Executive Board makes a decision to conduct an investigation, an Investigating Committee shall be appointed by the Board. The motion for investigation shall include:
 - a. Term of the Committee.
 - b. A reasonable amount of time within which the Committee shall conduct its investigation and compile its report, considering the urgency of the circumstances.
7. The Committee shall consist of:
 - a. Two Executive Board Members.
 - b. The LRO assigned to the Local (or alternate).
8. Where an Investigating Committee is appointed by the Board, each member of the Local, the complainant, and the Investigating Committee shall be advised in writing, by the President, of:
 - a. The complaint.
 - b. The decision of the Board.
 - c. The Investigating Committee members.
 - d. The Terms of Reference for the Committee.
 - e. The investigating procedure.
9. Where the Executive Board makes a decision NOT to conduct an investigation, no further action shall be taken on the complaint, nor can it be resubmitted on the basis of the allegations made without obtaining new evidence.

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

Locals – Employment Insurance Rebate Trust Funds

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING -FEBRUARY 2019

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

Purpose Of The Funds

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

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

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

Locals – Mergers/Transfers

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING -FEBRUARY 2007

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

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

1. The 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 Locals.

2. In the event of a transfer of all or part of a Local, the 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 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 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 Local shall make the appropriate motions for Merger/Transfer of the Local.
 5. The Local shall hold a meeting to achieve the transfer/merger mandate.

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

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

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

PROCESS

Merger/Transfer of Entire Local

Bylaw XVI: Merger

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

Local "A" (Transferring Local)

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

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

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

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

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

6. At the meeting, the following motions must be approved:

MOTION #1: Local "A" transfer jurisdiction, rights, privileges, duties and all assets to Local "B" subject to a 2/3 majority ratification vote as per Article 11 of the Constitution.

MOTION #2: All outstanding debts shall be paid in full prior to any funds being transferred.

MOTION #3: The Ratification vote will be held _____ date, time, place.

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

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

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

PROCEDURE-18.10

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

The Ratification Vote requires 2/3 majority to pass.

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

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

PROCESS

Merger/Transfer of Entire Local

Bylaw XVI: Merger

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

Local "B" (Receiving Local)

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

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

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

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

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

Notice of Ratification vote must be posted.

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

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

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

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

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

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

Bylaw XVI: Merger

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

Local "A" (Transferring Local)

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

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

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

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

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

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

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

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

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

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

MOTION #3: The Ratification vote will be held _____ (date, time, place.)
NOTE: Ratification vote must be at least 24 hours after the information meeting.

Notice of Ratification vote must be posted.

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

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

The Ratification Vote requires 2/3 majority to pass.

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

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

Merger/Transfer of a Portion of a Local

Bylaw XVI: Merger

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

Local "B" (Receiving Local)

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

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

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

Locals - Operating Requirements

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2024

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 for Locals of 25 members or more.
- There shall be a minimum of 2 Executive Officers for Locals of 24 members or fewer. For Locals with 2 Executive Officers the positions shall be President and Secretary/Treasurer.
- The positions of President and Vice-President shall not be combined with any other Executive Position.
- The Executive shall meet at least once every 4 months.
- A Local Executive, who is no longer a member of the Local, must vacate the Executive position forthwith.

2. Unit/Office Representatives

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

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

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

3. Duespayer Representation and Support

- The Local Executive will endeavour to arrange union representation at investigatory or disciplinary Employer meetings with the Duespayer's consent.
- For other meeting requests the Local Executive will endeavour to discuss with the Duespayer the need for union representation. The Local Executive may consult Labour Relations.
- The Local Executive, in conjunction with Labour Relations, shall be responsible for processing grievances.

4. Committees

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

5. Meetings

- There shall be a minimum of 4 Local Meetings per year, one of which shall be an Annual General Meeting (AGM).
- The Local Annual General Meeting shall be held by December 31 of each year, at which time elections shall be held and the budget presented and approved.
- Notice of a local meeting at which an election is to occur shall include the following: date, time, location, position(s) for election, term of position(s), nomination deadline, and polling times for election of candidates.
- Meetings may be held in person and/or remotely. Method(s) of meeting will be included on the notice of meeting. The meeting must be synchronistic.
- Locals shall ensure all members attending a Local Meeting have their names recorded.
- Only Local UNA members attending the meeting are eligible to vote.
- Voting shall occur during the formal meeting. The election shall be determined by the member who receives the most votes or by preferential ballot process.
- Voting must occur either all in person or all using an electronic voting platform. Should a technical problem occur preventing completion of an election, those members registered as attending shall remain eligible to vote. The election must be completed within 1 week barring extenuating circumstances.
- Where a tie vote occurs, a second vote shall be held between the tied candidates as follows:
 - a. For an election conducted using paper ballots only Local UNA members attending the meeting are eligible to vote.
 - b. For an election conducted using an electronic voting platform the voters list of the first vote will be reused.

If the second vote results in a tie, the successful candidate will be determined by a random draw.

- The minutes of all meetings shall be available to the members and subject to approval at the next Local meeting. All minutes must be posted to the Local Executive Conference.
- Locals shall invite their assigned District Representative to attend at least 1 meeting per year.
- A Local Representative (President or alternate) is expected to attend all UNA provincially funded meetings. These include but are not limited to: District Meetings, Annual General Meetings, Demand Setting Meetings and Reporting Meetings. If a Local Representative is unable to attend, the assigned District Representative shall be notified.

6. Finances

- A Local Executive Officer shall not approve their own expense claim.
- For Locals with 24 or fewer members and only 2 Executive Officers the assigned District Representative may be granted the ability to approve expense claims and accounts payable at the request of the Local. When granted this ability, the assigned District Representative shall be considered a designated Executive Officer of the Local for the purposes of Appendix "A" Bylaw XIV.
- The approved budget for the next fiscal year shall be submitted to the Provincial Secretary/Treasurer by January 31st of the following year.
- Should the approved budget not be submitted as outlined, the Local Funding will not continue past February 28th. Funding will be reinstated, but will not be retroactive, when the budget is received by the Secretary/Treasurer.

- When requested by Provincial Office – Locals shall provide specified financial documents to the Provincial Office in a timely manner.
- Union funds and property belong to the Union as a collective entity and not to individual components or members of the Union, and may only be expended for legitimate Union purposes.

7. Communications

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

8. Local Bylaws

As outlined in Article 15.02(a) “the Bylaws contained in Appendix “A” shall be the Bylaws of every Local” but may be amended as outlined in Article 15.03(a).

The process shall be as follows:

- Local Executives are encouraged to consult with their assigned District Representative to discuss the process of Bylaw amendments, prior to presenting changes at a Local meeting.
- Proposed Bylaw changes shall be presented at a Local Meeting for approval.
- Approval requires a 2/3 majority of those present and voting.
- The meeting minutes, with the approved motion, shall be forwarded to the Local’s assigned District Representative.
- The Executive Board shall review the proposed Bylaw amendment for approval.
- The District Representative shall report the outcome back to the Local.

Locals - Operating Requirements (for Multi-Bargaining Unit Locals)

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING- JUNE 2023

1. Local Executive

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

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

2. Bargaining Unit Representatives

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

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

3. Grievance

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

4. Committees

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

5. Meetings

- There shall be a minimum of 4 Local Meetings per year, one of which shall be an Annual General Meeting (AGM).
- The Local Annual General Meeting shall be held by December 31 of each year, at which time elections shall be held and the budget presented and approved.
- Notice of a local meeting at which an election is to occur shall include the following: date, time, location, position(s) for election, term of position(s), nomination deadline, and polling times for election of candidates.
- Meetings may be held in person and/or remotely. Method(s) of meeting will be included on the notice of meeting. The meeting must be synchronistic.
- Locals shall ensure all members attending a Local Meeting have their names recorded.
- Only Local UNA members attending the meeting are eligible to vote.
- Voting shall occur during the formal meeting. The election shall be determined by the member who receives the most votes or by preferential ballot process.
- Voting must occur either all in person or all using an electronic voting platform. Should a technical problem occur preventing completion of an election, those members registered as attending shall remain eligible to vote. The election must be completed within 1 week barring extenuating circumstances.
- Where a tie vote occurs, a second vote shall be held between the tied candidates as follows:
 - a. For an election conducted using paper ballots only Local UNA members attending the meeting are eligible to vote.
 - b. For an election conducted using an electronic voting platform the voters list of the first vote will be reused.

If the second vote results in a tie, the successful candidate will be determined by a random draw.

- The minutes of all meetings shall be available to the members and subject to approval at the next Local meeting. All minutes must be posted to the Local Executive Conference.
- Locals shall invite their assigned District Representative to attend at least 1 meeting per year.
- A Local Representative (President or alternate) is expected to attend all UNA provincially funded meetings. These include but are not limited to: District Meetings, Annual General Meetings, Demand Setting Meetings and Reporting Meetings. If a Local Representative is unable to attend, the assigned District Representative shall be notified.

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

6. Finances

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

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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.

A Local Executive Officer shall not approve their own expense claim.

7. Communications

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

Locals - Seniority Tie Breaking

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MARCH 2015

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

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

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

Locals - Social Media Guidelines for UNA Locals

REFERENCE: ADOPTED: EXECUTIVE BOARD MEETING JUNE 2021

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

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

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

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

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

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

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

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

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

Locals - Trusteeship

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING JUNE 2022

The Terms of Reference for Trusteeship be adopted as follows:

Jurisdiction

Trustees for 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 Local.

Trustees shall assist the Local to amend and rectify any policies or activities contrary to the UNA Constitution and Bylaws or Policies and Procedures.

Objectives

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

Lines Of Communications

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

Process

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

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

Discontinuation Of Trusteeship - Criteria

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

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

Revocation Of The Charter

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

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

Funding Of Locals In Trusteeship

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

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

If the costs of the Trusteeship and/or Trustees (exclusive of expenses) exceed the rebates and part-time executive funding of the Local, the Trustees shall make application to the Executive Officers to access

financial assistance which may include Local Crisis Fund. All such financial assistance shall be considered a grant.

Transfers of Assets: Allocation of Duespayers to another Local

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

Locals - Unique Employment Options to Support Recruitment and Retention

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - AUGUST 2016

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

Locals - Weekend Worker

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - NOVEMBER 2007

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

Locals - Workers Compensation Board (WCB)

REFERENCE: LAST AMENDED: ANNUAL GENERAL MEETING - 2007

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

Membership Associate

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - SEPTEMBER 2023

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

Criteria

1. An individual seeking Associate Membership shall submit a written request to the Executive Officers of UNA.
2. The Executive Officers shall review the request and may grant or deny the request for Associate Membership status. The decision of the Executive Officers shall be communicated to the applicant and the Local where the applicant was last a member. If the Executive Officers deny the application, the member may appeal the decision to the Executive Board.
3. The Executive Board shall have the power to revoke Associate Membership if at any time the Associate Member is found to be in conflict with the UNA Constitution or Policies or is working in the interest of any organization competing with the UNA.
4. Associate Members shall be entitled to attend a Local, District and Provincial Delegate Meetings of UNA as a guest as follows:
 - a. Attendance to a Local meeting is subject to prior approval from the Local President.
 - b. Attendance to a District meeting is subject to prior approval from the District Chair,
 - c. Attendance to a Provincial delegate meeting is subject to prior approval from the President of UNA.
 - d. All costs for such attendance shall be borne by the Associate Member.
5. Associate Members shall not be entitled to hold elected office in UNA or vote at meetings of UNA.
6. Associate Members shall not be included in the Local count when establishing delegate entitlement, District Representative entitlement or when calculating Local funding.
7. Associate Members shall receive the UNA News bulletin, and have access to UNA Net, excluding DMS, and Negotiations Conference.
8. Up to five Associate UNA members (per year) would be provincially funded to attend the Annual General Meeting. The funding would include transportation (to a maximum of \$800.00), accommodations, and meals (including a ticket to the banquet). If more than five members applied then a lottery would be held to determine the attendees.

Membership Cards

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - MARCH 2018

Membership Cards shall be issued annually.

Local Issuing of Temporary Cards

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

Newly Organized Groups of Members

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

Membership - Duespayer & Employee Information

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - MARCH 2017

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

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

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

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

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

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

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

Voluntary Resignations

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

Address and Executive Changes/Procedures

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

District Membership List

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

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Dues and Employee Information

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

Membership Ineligibility List

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

Membership Lists

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2017

UNA membership lists shall be confidential.

There shall be no unauthorized release of membership mailing lists.

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

Membership Reinstatement

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING – NOVEMBER 2022

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. Prior to the Executive Board considering an applicant for reinstatement into UNA:
 - a. The applicant shall meet with the District Representative and Local President or designate. The purpose of these meetings is to determine the applicant's understanding of the principles of UNA and their commitment to UNA.
 - b. Upon completion of such meetings, the applicant must apply to the Executive Board and shall state their reasons for resignation (if applicable) and the reasons for seeking membership reinstatement in UNA.
 - c. The applicant must submit a letter of reference from both their Local President or designate and the District Representative. The Local President, prior to providing an applicant with a letter of reference, must receive unanimous approval from all members of the Local Executive at a Local Executive Meeting.
3. When an applicant meets the criteria for reinstatement to the unanimous satisfaction of the Executive Officers, the Executive Board shall vote on the applicant's reinstatement. Unanimous approval is required for reinstatement.
4. The decision of the Executive Board shall be communicated to the applicant and Local Executive by the First Vice-President of UNA. Notice shall be in writing within 30 days of the decision.

Mutual Agreements – Decision Making on Areas of Collective Agreements

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING – SEPTEMBER 2023

Where Agreement by the Local or Union is Required

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

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

Article 7.02(f) Hours of Work and Scheduling

Collective Agreement Wording

This section applies subject to Article 7.02(f.1) and unless otherwise agreed in writing by the Local and the Employer.

Process for Agreement

Process for Waiver of 2/5 Day Duty

When a request is made for a waiver of 2/5 day duty, the Local Executive or PAU Administrators will discuss the request with Employees on the affected unit, program or site (whichever is applicable) and the Labour Relations Officer. A copy of the shift schedule and waiver request will be provided to the Labour Relations Officer. The Labour Relations Officer will share these documents with the Director of Labour Relations and the Executive Officers. If approved by the Director of Labour Relations and Executive Officers a secret ballot vote shall be conducted by the Local Executive or PAU Administrator. Those eligible to vote are those Employees who hold a regular or temporary position on the affected unit, program, or site (whichever is applicable). This includes Employees who are on leave as well as the Employee who is in a temporary position covering for that leave. The Local Executive or PAU Administrators shall make reasonable efforts to contact the Employees who are on a leave. If 80% of those voting approves the waiver, then the Local or Union shall agree.

The process for a Local or PAU to determine whether to withdraw its agreement shall be as follows. A secret ballot vote shall be conducted by the Local Executive or PAU Administrators. Those eligible to vote are all directly affected Employees. This includes Employees who are on a leave as well as the Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local Executive or PAU Administrators shall make reasonable efforts to contact the Employees who are on a leave so they may also be entitled to vote.

If a simple majority of those voting approve to withdraw the mutual agreement, then the Local shall agree. The Local or Union shall serve notice to the Employer and the Labour Relations Officer of the outcome of the vote.

This vote shall not occur more than once every twelve months. The Local Executive or PAU Administrators shall consider requests for a vote prior to the twelve months due to extenuating circumstances.

Article 7.03

Hours of Work and Scheduling

Collective Agreement Wording

- (a) Shift schedules shall be posted 12 weeks in advance.
- (b) In the event of unusual circumstances, the Employer and the Local may agree in writing on a shorter time period than 12 weeks

Process for Agreement

Process for Waiver of 12 Week Posting

A secret ballot vote shall be conducted by the Local Executive or PAU Administrators. Those eligible to vote are:

All Employees who hold a regular or temporary positions in that unit, program or site (whichever is applicable) except those who are on a leave and not expected to return within three months. This includes those Employees on a leave and are expected to be on leave for less three months, and Employees who are in temporary positions covering for leaves of greater than three months.

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

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

Article 7.07

Hours of Work and Scheduling

Collective Agreement Wording

The Employer shall not unreasonably refuse to implement a contractually compliant shift schedule developed by the Employee(s) and the Local.

Process for Agreement

In order for the Local or Union to support an Employee developed schedule, a secret ballot vote shall be conducted by the Local Executive or PAU Administrators. Those eligible to vote are all Employees on the unit, program, or site (whichever is applicable). If 80% of those voting approve the Employee developed schedule, the Local or Union shall agree.

Article 14.02(e)

Promotions, Transfers and Vacancies

Collective Agreement Wording

Temporary positions may be extended by mutual agreement between the Employer and the Union. Such agreement shall not be unreasonably withheld.

Process for Agreement

The Local Executive or PAU Administrators, in consultation with the affected Employee shall, based on the rational provided by the Employer determine whether or not the Local or Union will agree.

Article 14.15 (a)(v)**Decreasing or Increasing regular hours of work****Collective Agreement Wording**

A Regular Full-time or Regular Part-time Employee cannot decrease their FTE to less than a .4 FTE pursuant to Article 14.15, unless otherwise agreed between the Employer and the Local.

Process for Agreement

To be determined by the Local Executive or PAU Administrators in consultation with the affected Employee.

Article 14.15 (c)**Decreasing or Increasing regular hours of work****Collective Agreement Wording**

(c) No Employee may decrease or increase their regular hours of work pursuant to Article 14.15 more frequently than once in a calendar year unless otherwise agreed between the Employer and the Local.

Process for Agreement

In each situation the Local Executive or PAU Administrators shall determine if any other Employee on that unit, program or site (whichever is applicable) would be negatively affected. If none are identified the request will be approved by the Local or Union.

Article 15.01(b)**Layoff and Recall****Collective Agreement Wording**

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.

Process for Agreement

The Local Executive or PAU administrators shall notify the Executive Officers and Director of Labour Relations of a potential reduction in the workforce and collaborate on a response.

Article 34.02 (a)**Occupational Health & Safety****Collective Agreement Wording**

There shall be an Occupational Health and Safety Committee (Committee), which shall be composed of representatives of the Employer and representatives of the Local and may include others representing recognized functional bargaining units. This Committee shall meet once a month, and in addition shall meet

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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.

Process for Agreement

The Labour Relations Officer will contact each Local regarding the preference of the Local.

Each Local shall decide (at a Local meeting) on one of the following:

1. A single, Local Committee, or
2. Two or more sites grouped into two or more Committees, or
3. Join with other Local Committee(s).

Once determined by the Local(s), the Labour Relations Officer will write to the Employer advising them of the Local's decision.

Article 36.01 (d) Professional Responsibility

Collective Agreement Wording

(d) A request to establish separate committees for each site or a grouping of sites shall not be unreasonably denied.

Process for Agreement

The Labour Relations Officer will contact each Local regarding the preference of the Local.

Each Local shall decide (at a Local meeting) on one of the following:

1. A single, Local Committee, or
2. Two or more sites grouped into two or more Committees, or
3. Join with other Local Committee(s).

Once determined by the Local(s), the Labour Relations Officer will write to the Employer advising them of the Local's decision.

Article 37.01 (a) Extended Workday

Collective Agreement Wording

Where the Employer and the Local agree to implement a system employing extended working days and resultant compressed work week, they shall evidence such agreement by signing a document indicating:

- (i) Applicable nursing unit.
- (ii) Applicable positions.
- (iii) Applicable extended workday option.

Such list may be amended from time to time by agreement of Employer and the Local.

Process for Agreement

1. (a) Process for an entire unit, program or site (whichever is applicable) to move from the 7.75 hours workday to an extended workday for an entire unit, program or site (whichever is applicable).

A secret ballot vote shall be conducted by the Local Executive or PAU Administrators. Those eligible to vote are Employees who hold regular or temporary positions in that unit, program or site (whichever is applicable). This includes Employees who are on leave as well as Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local Executive or PAU Administrators shall make reasonable efforts to locate the 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 workday or standard workday option, the Local or Union shall agree. The Extended Workday List Form should be completed and signed by the Local Executive or PAU Administrators and the Employer. A copy shall be forwarded to the Labour Relations Officer.

This vote shall not occur more than once every twelve months. The Local Executive or PAU Administrators shall consider requests for a vote prior to the twelve months due to extenuating circumstances.

1. (b) Process for an entire unit, program or site (whichever is applicable) to move from an extended workday back to the 7.75 hour workday.

A secret ballot vote shall be conducted by the Local Executive or PAU Administrators. Those eligible to vote are those Employees who hold regular or temporary positions in that unit, program or site (whichever is applicable). This includes Employees who are on leave as well as the Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local Executive or PAU Administrators shall make reasonable efforts to contact the Employees who are on a leave so they may also be entitled to vote.

If a simple majority of those voting approve the move from the extended workday to the 7.75 hour workday the Local or Union shall agree. The Local Executive or PAU Administrators shall serve notice to the Employer and Labour Relations Officer of the outcome of the vote.

This vote shall not occur more than once every twelve months. The Local Executive or PAU Administrators shall consider requests for a vote prior to the twelve months due to extenuating circumstances.

2. (a) Process for a portion of a unit, program or site (whichever is applicable) to move from the 7.75 hour workday to an extended workday.

A draft rotation is to be produced either by the Local, Union or the Employer. Employees on the unit, program or site (whichever is applicable) then select a line on the draft rotation in order of seniority within their FTE. Whenever possible, the regular Employee shall select the line on the rotation. If the Employee in the temporary position chooses the line, it must be in accordance with Article 12.02 of the Collective Agreement. The draft rotation with names attached shall be posted.

A secret ballot vote shall be conducted by the Local Executive or PAU Administrators as to whether the Employees agree to convert the 7.75 hour workdays to the extended workday. Those eligible to vote are those Employees who hold regular or temporary positions in that unit or office. This includes Employees who are on leaves as well as Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local Executive or PAU Administrators shall make reasonable efforts to contact the Employees who are on a leave so they may also be able to exercise their right to vote.

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If 80% of those voting approve the move to the extended workday then the Local or Union shall agree. The Extended Workday List Form shall be completed and signed by the Local Executive or PAU Administrators and the Employer. A copy shall be forwarded to the Labour Relations Officer.

This vote shall not occur more than once every twelve months. The Local Executive or PAU Administrators shall consider requests for a vote prior to the twelve months due to extenuating circumstances.

2. (b) Process for a Local or the Union to determine whether to withdraw its' agreement where a portion of the unit, program or site (whichever is applicable) is currently working the extended workday.

A secret ballot vote needs to be conducted by the Local Executive or PAU Administrators. Those eligible to vote are those Employees working the extended workday. This includes Employees who are on a leave as well as the Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local Executive or PAU Administrators shall make reasonable efforts to contact the Employees who are on a leave so they may also be entitled to vote.

If a simple majority of those voting approve the move from the extended workday to the 7.75 hour workday, then the Local or Union shall agree. The Local Executive or PAU Administrators shall serve notice to the Employer and the Labour Relations Officer of the outcome of the vote.

This vote shall not occur more than once every twelve months. The Local Executive or PAU Administrators shall consider requests for a vote prior to the twelve months due to extenuating circumstances.

3. Process for amending the extended workday list.

Unless otherwise agreed by the Local Executive or PAU Administrators, an extended workday line on a rotation that becomes vacant must be posted as an extended workday line.

Newly funded positions may be posted as a 7.75 hour workday or the extended workday. If the position is posted as an extended workday, the Employer and the Local Executive or PAU Administrators must update the Extended Workday Agreement and forward the amended list to the Labour Relations Officer.

Should the Employer or Employee request to amend the list, the Local Executive or PAU Administrators will consult with the Employee(s) who would be directly affected (whose position(s) would change from the 7.75 hour workday to the extended workday or vice-versa). If the Employee(s) consents to change, the Local Executive or PAU Administrators shall agree and forward the amended list to the Labour Relations Officer.

4. Process for creating extended workday positions on newly created units, programs or sites (whichever is applicable).

Unless otherwise agreed by the Local Executive or PAU Administrators, in consultation with the Labour Relations Officer all positions on a new unit, program or site (whichever is applicable) are to be created as 7.75 hour workday positions.

The Local Executive or PAU Administrators, in consultation with the Labour Relations Officer, has the authority to agree that up to 50% of the positions totaling no more than 50% of the FTE's on a newly created unit, program or site (whichever is applicable) be created as extended workday positions.

The decision of the Local Executive shall be subject to approval at the next Local Meeting.

The Extended Workday List Form shall be completed and signed by the Local Executive or PAU Administrators and the Employer. A copy shall be forwarded to the Labour Relations Officer.

Application to 37.01 (a) of Letter of Understanding re: Alternate Extended Work Day Scheduling Option (Option III: 11.08 Hour Extended Work Day (4 On/4 Off))

Collective Agreement Wording

The parties agree there will be an additional optional extended work day scheduling system available which may be applied upon mutual agreement pursuant to Article 37.01(a).

Process for Agreement

1. (a) Process for an entire unit, program or site (whichever is applicable) that has previously agreed to work extended work day provisions to move to Option III: 11.08 hour extended work day (4 on/4 off).

A secret ballot vote shall be conducted by the Local Executive or PAU Administrators. Those eligible to vote are Employees who hold regular or temporary positions in that unit, program or site (whichever is applicable). This includes Employees who are on leave as well as Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local Executive or PAU Administrators shall make reasonable efforts to locate the 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 Option III: 11.08 Hour Extended Work Day (4 on/4 off), the Local or Union shall agree. The Extended Workday List Form should be completed and signed by the Local Executive or PAU Administrators and the Employer. A copy shall be forwarded to the Labour Relations Officer.

This vote shall not occur more than once every twelve months. The Local Executive or PAU Administrators shall consider requests for a vote prior to the twelve months due to extenuating circumstances.

1. (b) Process for an entire unit, program or site (whichever is applicable) to move from Option III: 11.08 hour extended work day (4 on/4 off) back to the extended work day.

A secret ballot vote shall be conducted by the Local Executive or PAU Administrators. Those eligible to vote are those Employees who hold regular or temporary positions in that unit, program or site (whichever is applicable). This includes Employees who are on leave as well as the Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local Executive or PAU Administrators shall make reasonable efforts to contact the Employees who are on a leave so they may also be entitled to vote.

If a simple majority of those voting approve the move from Option III: 11.08 hour extended work day (4 on/4 off) to the extended work day the Local or Union shall agree. The Local or Union shall serve notice to the Employer and Labour Relations Officer of the outcome of the vote.

This vote shall not occur more than once every twelve months. The Local Executive or PAU Administrators shall consider requests for a vote prior to the twelve months due to extenuating circumstances.

2. (a) Process for a portion of a unit, program or site (whichever is applicable) to move to the extended workday schedule to move to Option III: 11.08 hour extended work day (4 On/4 Off).

The proposed rotation is to be provided to the Employees on the unit, program, or site (whichever is applicable). Employees on the unit, program or site (whichever is applicable) then select a line

on the proposed rotation in order of seniority within their FTE. Whenever possible, the regular Employee shall select the line on the rotation. If the Employee in the temporary position chooses the line, it must be in accordance with Article 12.02 of the Collective Agreement. The proposed rotation with names attached shall be posted.

A secret ballot vote shall be conducted by the Local Executive or PAU Administrators as to whether the Employees agree to convert to the extended workday schedule to move to Option III: 11.08 Hour Extended Work Day (4 On/4 Off) . Those eligible to vote are those Employees who hold regular or temporary positions in that unit or office. This includes Employees who are on leaves as well as Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local Executive or PAU Administrators shall make reasonable efforts to contact the Employees who are on a leave so they may also be able to exercise their right to vote.

If 80% of those voting approve the move to Option III: 11.08 Hour Extended Work Day (4 On/4 Off) , then the Local or Union shall agree. The Extended Workday List Form shall be completed and signed by the Local Executive or PAU Administrators and the Employer. A copy shall be forwarded to the Labour Relations Officer. This vote shall not occur more than once every twelve months. The Local Executive or PAU Administrators shall consider requests for a vote prior to the twelve months due to extenuating circumstances.

2. (b) Process for a portion of a unit, program or site (whichever is applicable) to determine whether to withdraw its' agreement where a portion of the unit, program or site (whichever is applicable) is currently working Option III: 11.08 Hour Extended Work Day (4 On/4 Off).

A secret ballot vote needs to be conducted by the Local Executive or PAU Administrators. Those eligible to vote are those Employees working Option III: 11.08 Hour Extended Work Day (4 On/4 Off). This includes Employees who are on a leave as well as the Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local Executive or PAU Administrators shall make reasonable efforts to contact the Employees who are on a leave so they may also be entitled to vote.

If a simple majority of those voting approve the move from Option III: 11.08 Hour Extended Work Day (4 On/4 Off) to the extended workday, then the Local or Union shall agree. The Local or Union shall serve notice to the Employer and the Labour Relations Officer of the outcome of the vote.

This vote shall not occur more than once every twelve months. The Local Executive or PAU Administrators shall consider requests for a vote prior to the twelve months due to extenuating circumstances.

Article 42.02

Employment Insurance Premium Reductions

Collective Agreement Wording

Where, on the coming into force of this Collective Agreement, the funds were paid to a Local or some specific Local-administered program, that shall continue, subject to the terms of any existing arrangements.

Otherwise, the funds shall be paid to Employees unless the Local and the Employer agree otherwise.

Process for Agreement

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. The Local shall inform the Director of Labour Relations and the Director of Finance of the vote results.

Article 44.05 (d)

Mobility

Collective Agreement Wording

For workshops, conferences, in-services and training related to new equipment or processes that do not exceed five days duration, the Employer will wherever possible provide the Employee with 12 weeks notice and in no event will the period of notice be reduced below three weeks without the Local's consent.

Process for Agreement

To be determined by the Local Executive or PAU Administrators in consultation with the Labour Relations Officer. When consent is given by a Local or the Union, they will advise the Director of Labour Relations.

Collective Agreement Wording

For other educational or skills maintenance purposes, where it is impractical to provide the skills maintenance at the Employee's home site, Employees may be assigned to work at any site provided they are given 12 weeks notice, or any shorter period of notice agreed to by the Local.

Process for Agreement

To be determined by the Local Executive or PAU Administrators in consultation with the Labour Relations Officer. When consent is given by a Local or the Union, they will advise the Director of Labour Relations.

Collective Agreement Wording

Any single assignment shall not exceed three months. The term of assignments can be renewed and extended with Local agreement. No Employee will be given more than two such assignments within a 12 month period without the Local's consent.

Process for Agreement

To be determined by the Local Executive or PAU Administrators in consultation with the LRO. When consent is given by a Local or the Union, they will advise the Director of Labour Relations.

Letter of Understanding #3

Re: In-charge designation for more than one unit

Collective Agreement Wording

Notwithstanding Article 16.02(a) and 16.02(d), the Employer and the Local may agree to combine more than one unit for the purpose of designating a RN/RPN In-Charge. Such agreement will not be unreasonably withheld.

1. This may occur where:
 - (i) The site is designated as long term care; or
 - (ii) The site is a combined acute care and long term care facility; or

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- (iii) The level of care designated does not require, by government regulation and/or standards, the continual presence of a RN/RPN.
2. Any time an RN/RPN assigned as In-Charge of more than one unit, the parties agree that:
 - (i) The RN/RPN will be provided an appropriate orientation to the applicable unit(s); and
 - (ii) There will be an ability to communicate between the units as the need arises; and
 - (iii) There shall be at least one other regulated health professional on each unit.
3. An Employee assigned in-charge for more than one unit shall be paid an additional \$3.50 per hour and Article 16.02(b)(i) shall not apply.
4. There will be no loss of hours of work for any existing member of the bargaining unit as the direct result of designating an Employee in charge of more than one unit.

Process for Agreement

NOTE: *The requirement for an RN/RPN to be in charge was one of the hardest won clauses of the collective agreements and ought not be given away lightly. Many members believe this clause provides a good deal of job security. Equally or more importantly, the issue is related to safe patient care and is a major issue for that reason. There is every indication that patient/resident/client acuity is increasing, not decreasing and the need for a charge nurse for each unit is greater than ever.*

Any Local agreeing to have RN/RPNs in charge of more than one unit could inadvertently be setting dangerous precedent for all other Locals

In the event the Employer requests a Local to agree that an RN/RPN could be in charge of more than one unit, the Local, after a review of the issue, can decline to provide agreement.

In order for a Local to grant such a request, the issue must first be discussed with the Labour Relations Officer and then referred to the Executive Officers and the Director of Labour Relations.

The referral must contain:

- Complete rationale for the request.
- A review of how section 1 of the Letter of Understanding applies to the site.
- An explanation how section 4 of the Letter of Understanding will be operationalized.
- A review of the acuity of the units in question.
- A proposed time limit for the alterations of duties.
- A review of the recruitment activities of the employer for the site in question.
- A review of likely outcomes should the request be granted or refused.

The Executive Officers and Director of Labour Relations shall then approve or reject the request.

If the request is approved, such approval is subject to ratification by the Local Executive.

Letter of Understanding

Re: Retention & Recruitment Initiatives

Collective Agreement Wording

VII Pilot Projects - Unique Employment Options to Support Recruitment and Retention

AND WHEREAS some unique employment options may be better introduced on a trial basis;

The parties may agree to trial one or more of the following Pilot Projects:

- A. Flexible Part-time Position.
- B. Seasonal Part-time Position.
- C. Benefit-Eligible Casual Position.

Process for Agreement

Where an Employee/Employer requests any of the options under the Letter of Understanding regarding Pilot Projects the Local Executive shall agree.

Collective Agreement Wording

6. Vacation

Prior to implementing a BECE pilot, the Employer and Local shall specify how the vacation provisions shall be applied.

Process for Agreement

The Local Executive in consultation with the Labour Relations Officer shall determine the vacation provisions to be applied. The decision of the Local Executive shall be subject to approval at the next Local Meeting.

Letter of Understanding #10

Re: Scheduling

Collective Agreement Wording

- 4. “The Employer and the Local may mutually agree to amend the minimum of hours off duty by up to 2 hours. The Local shall not unreasonably deny a request to amend the minimum of hours off duty.”

Process for Agreement

Process for amending minimum of hours off duty. When a request is made to amend the minimum hours off duty, the Local Executive or PAU Administrators will discuss the request with Employees on the affected unit, program or site (whichever is applicable) and the Labour Relations Officer. A copy of the shift schedule will be provided to the Labour Relations Officer. A secret ballot vote shall be conducted by the Local Executive or PAU Administrators. Those eligible to vote are those Employees who hold a regular or temporary position on the affected unit, program or site (whichever is applicable). This includes Employees who are on leave as well as the Employee who is in a temporary position covering for that leave. The Local Executive or PAU Administrators shall make reasonable efforts to contact the Employees who are on a leave. If 100% of those voting approve the waiver, then the Local or Union shall agree.

The process for a Local or PAU to determine whether to withdraw its agreement shall be as follows. A secret ballot vote shall be conducted by the Local Executive or PAU Administrators. Those eligible to vote are all directly affected Employees. This includes Employees who are on a leave as well as the Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local Executive or PAU Administrators shall make reasonable efforts to contact the Employees who are on a leave so they may also be entitled to vote.

If a simple majority of those voting approve to withdraw the mutual agreement, then the Local or Union shall agree. The Local or Union shall serve notice to the Employer and the Labour Relations Officer of the outcome of the vote.

This vote shall not occur more than once every twelve months. The Local Executive or PAU Administrators shall consider requests for a vote prior to the twelve months due to extenuating circumstances.

Letter of Understanding #20

Re: Maximum Length of Shift Cycles

Collective Agreement Wording

Letter of Understanding #20 - 1: Unless otherwise agreed in writing by the Local and Employer, or unless impossible, new Shift Schedules that are posted for implementation after the date of ratification (February 16, 2018) shall have Shift Cycles that are 12 weeks or less in duration.

Process for Agreement

When a request is made to agree to a Shift Cycle greater than 12 weeks in duration, the Local Executive or PAU Administrators will discuss the request with directly affected Employees and the Labour Relations Officer. The request shall indicate the specific duration of the Shift Cycle.

A secret ballot vote shall be conducted by the Local Executive or PAU Administrators. Those eligible to vote are all directly affected Employees who hold regular or temporary positions. This includes Employees who are on leave as well as Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local Executive or PAU Administrators shall make reasonable efforts to contact the Employees who are on leaves so they may also be able to exercise their right to vote.

If 80% of those voting approve the specified Shift Cycle, the Local or Union shall agree. A written agreement indicating the specified duration of the Shift Cycle shall be signed by the Employer and Local Executive or PAU Administrators. A copy shall be forwarded to the Labour Relations Officer.

The process for a Local or PAU to determine whether to withdraw its agreement shall be as follows. A secret ballot vote shall be conducted by the Local Executive or PAU Administrators. Those eligible to vote are all directly affected Employees. This includes Employees who are on a leave as well as the Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local Executive or PAU Administrators shall make reasonable efforts to contact the Employees who are on a leave so they may also be entitled to vote.

If a simple majority of those voting approve to withdraw the mutual agreement, then the Local or Union shall agree. The Local Executive or PAU Administrators shall serve notice to the Employer and the Labour Relations Officer of the outcome of the vote.

A vote shall not occur more than once every twelve months. The Local Executive or PAU Administrators shall consider requests for a vote prior to the twelve months due to extenuating circumstances.

IV: Alberta Health Services - Edmonton Zone

Addendum B: Local #183

Collective Agreement Wording

Section 2 (F) For the purpose of adopting a compressed work week or flextime system, modified hours of work and provisions related thereto may be implemented by mutual agreement, in writing, between the Employer and the Local.

Process for Agreement

This would require a Letter of Understanding to be executed in accordance with the Letter of Understanding/Addenda Procedure.

IV: Alberta Health Services - Edmonton Zone Addendum C: Local #196

Collective Agreement Wording

4 (A)(ii) Amend Article 7.02 (f) to read:

"7.02 (f) Unless otherwise agreed in writing by the Local and the Employer, Employees working shift patterns 7.02(d) (v), shall be assigned day duty at least 28% of the time during the shift cycle."

Process for Agreement

Process for waiver of 2/5 day duty

When a request is made for a waiver of 28% day duty, the Local Executive or will discuss the request with Employees on the affected unit, program, or site (whichever is applicable) and the Labour Relations Officer. A copy of the shift schedule and waiver request will be provided to the Labour Relations Officer. The Labour Relations Officer will share these documents with the Director of Labour Relations and the Executive Officers. If approved by the Director of Labour Relations and Executive Officers a secret ballot vote shall be conducted by the Local Executive. Those eligible to vote are those Employees who hold a regular or temporary position on the affected unit, program, or site (whichever is applicable). This includes Employees who are on leave as well as the Employee who is in a temporary position covering for that leave. The Local Executive shall make reasonable efforts to contact the Employees who are on a leave. If 80% of those voting approves the waiver, then the Local shall agree.

The process for the Local to determine whether to withdraw its agreement shall be as follows. A secret ballot vote shall be conducted by the Local Executive. Those eligible to vote are all directly affected Employees. This includes Employees who are on a leave as well as the Employees who are in temporary positions covering for those leaves. This may result in more individuals voting than there are lines in a rotation. The Local Executive shall make reasonable efforts to contact the Employees who are on a leave so they may also be entitled to vote.

If a simple majority of those voting approve to withdraw the mutual agreement, then the Local shall agree. The Local shall serve notice to the Employer and the Labour Relations Officer of the outcome of the vote.

This vote shall not occur more than once every twelve months. The Local Executive shall consider requests for a vote prior to the twelve months due to extenuating circumstances.

IX: Alberta Health Services - Edmonton Zone & Covenant Health Addendum A:

Local Conditions Applicable To United Nurses Of Alberta, Local #301 (University Of Alberta Hospital), Local #33 (Royal Alexandra Hospital), Local #32 (Glenrose Rehabilitation Hospital), Local #85 (Sturgeon Community Hospital), Local #62 (Leduc Community Hospital), Local #196 (Community Care And Public Health Services), Local #11 (Misericordia Community Hospital), Local #79 (Grey Nuns Community Hospital/Edmonton General Continuing Care Centre)

Collective Agreement Wording

4. Employees working in other sites.
 - (a) Skill Maintenance

The Employer(s) shall endeavor to offer staff in similar circumstances similar opportunities to attend other bargaining units for skill maintenance. Any single assignment shall not exceed three months. The term of assignments can be renewed and extended with Union agreement.

Process for Agreement

1. To be determined by the Local Executive in consultation with the Labour Relations Officer.
2. The Local(s) shall advise the Director of Labour Relations of a request to renew or extend the term.
3. Where the Local(s) agree the Union shall agree.

IX. Alberta Health Services - Edmonton Zone & Covenant Health

Addendum A:

Local Conditions Applicable To United Nurses Of Alberta, Local #301 (University Of Alberta Hospital), Local #33 (Royal Alexandra Hospital), Local #32 (Glenrose Rehabilitation Hospital), Local #85 (Sturgeon Community Hospital), Local #62 (Leduc Community Hospital), Local #196 (Community Care And Public Health Services), Local #11 (Misericordia Community Hospital), Local #79 (Grey Nuns Community Hospital/Edmonton General Continuing Care Centre)

Collective Agreement Wording

- (b) Education.... Any single assignment shall not exceed three months. The term of assignments can be renewed and extended with Union agreement.

Process for Agreement

1. To be determined by the Local Executive in consultation with the Labour Relations Officer.
2. The Local (s) shall advise the Director of Labour Relations of a request to renew or extend the term.
3. Where the Local(s) agree the Union shall agree.

X. Covenant Health Group Addendum C:

Local Conditions Applicable To Covenant Health And United Nurses Of Alberta (Locals #3, #11, #15, #22, #72, #79, #86, #99, #154, #192, #198)

Collective Agreement Wording

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 months. The term of assignments can be renewed and extended with Local(s) agreement.

Process for Agreement

To be determined by the Local Executive(s) in consultation with the Labour Relations Officer. When consent is given by a Local, the Local will advise the Director of Labour Relations.

Collective Agreement Wording

- (b) Education.... Any single assignment shall not exceed three months. The term of assignments can be renewed and extended with Union and Local(s) agreement.

Process for Agreement

The Local(s) shall advise the Director of Labour Relations of any request to amend or renew the term of assignment. Where the Local(s) agree the Union shall agree.

Collective Agreement Wording

- (g) Conditions

For Employees assigned to work in another bargaining unit, the following conditions shall apply:

- (i) Twelve weeks notice of such assignments shall be given to the Employee(s) assigned pursuant to (a) (Skill Maintenance) and (b) (Education) above with a copy to the Union and Locals. The 12 week notice period may be waived if there is agreement between the Union and Locals and the Employer.

Process for Agreement

The Local(s) shall advise the Director of Labour Relations of a request to waive the 12 week notice. Where the Local(s) agree the Union shall agree.

EXAMPLE

Extended Work Day List

Local #: 432 Unit: PCU 32

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

Applicable Option: Option I: Option II:

Number of Regular Full-time Positions: 10

Number of Regular Part-time Positions: 5

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

On Behalf of the Employer

On Behalf of the Union

Date

Date

Extended Work Day List

Local #: _____ Unit: _____

Length of Shift Cycle: (#of weeks) _____

Applicable Option: Option I: ☐ Option II: ☐

Number of Regular Full-time Positions: _____

Number of Regular Part-time Positions: _____

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

On Behalf of the Employer

On Behalf of the Union

Date

Date

Privacy Policy

REFERENCE: LAST UPDATED: EXECUTIVE BOARD MEETING – APRIL 2014

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

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

Our need for personal information

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

Collection, use and disclosure of personal information

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

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

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

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

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

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

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

Security of personal information

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

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

Communication by email

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

Requests for access to personal information

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

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

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

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

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

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

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

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

Requests for correction of personal information

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

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

Contacting or communicating with us

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

United Nurses of Alberta
700-11150 Jasper Avenue NW
Edmonton AB T5K 0C7
Phone 780.425.1025
Fax 780.426.2093
Email privacyofficer@una.ca

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

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

Provincially Administered Units - Operating Requirements

REFERENCE: ANNUAL GENERAL MEETING - OCTOBER 2016

1. Administrative Body

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

2. Site Representatives

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

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

3. Committees

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

4. Meetings

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

5. Property

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

Satellite Units

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2008

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

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

Voting

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

This could include:

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

Scholarships/Bursaries/Grants/Awards

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - MARCH 2022

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 or associate member. The award is intended to encourage enrollment and to assist the student with funding their first year of full-time studies in a recognized nursing program in Alberta. This scholarship is not intended for post graduate studies.

Award

UNA will give out 15 (fifteen) annual awards of \$1,500 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. Scholarship Application to be completed via an online electronic form linked from UNA Website. The UNA sponsor must be an active member or associate member on the date of application.
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 a weekend, the last workday prior to the 15th will be considered the deadline. The successful applicants will be notified and the award will be disbursed following confirmation of continued enrollment. To collect the award, the successful applicant will have to provide proof to UNA of current full-time registration in the first year of an approved nursing program in Alberta within two weeks of being notified by the Second Vice President or designate.

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. UNA to top up the \$1,000 CFNU Nursing Scholarship to \$1,500.

Bursary – Labour College of Canada

Specifically for the 4 week National Graduate Program

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

Grant - International Solidarity and Humanitarian Fund

Members:

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

- Members must apply through DMS. Required to describe the purpose of the project, the coordinating organization, and overall cost to the participant.
- Applicants must confirm receipt of selection email within 30 days.
- Preference will be given to first time recipients.
- Submissions that meet the application criteria will be selected by random draw.
- Funds will be disbursed following a written report submitted to the 2nd Vice-President. Report must be submitted within 60 days of completion of humanitarian work or receipt of notification of selection.

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

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

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

Organizations:

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

Nursing Abstract Grants

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

The amount of the grants will be determined based on annual Fund income. Up to \$1000 will be allocated for each abstract that is selected.

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

Application Process

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

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

Only successful applicants will be notified.

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

Membership Committee

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

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

UNA Bread and Roses Award

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

Who can be nominate candidates for the Award?

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

Who can be nominated for the Award?

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

Deadline

September 1 of each year.

How is the recipient determined?

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

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

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

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

Announcement of the successful candidate

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

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

What does the successful candidate receive?

Besides the formal recognition, the candidate will receive the Bread and Roses Award, a certificate and roses with wheat accents. In the event the recipient is not covered for expenses to receive the award, UNA will pay for travel, hotel and meals as approved by the Executive Officers.

Nominee's Personal Information

Name:

Address:

Local:

Nominated by: (two names required)

Nominee's relevant accomplishments and background

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

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

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - MARCH 2017

In the event of threatened or actual job action:

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

Voting – Advance Polls

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING – MARCH 2017

Procedure for Advance Polls for Strike/Ratification Votes:

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

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

Voting - Remotely

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - MARCH 2017

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

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

Voting - Strike Vote/Ratification Vote Procedure

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - JUNE 2023

UNA Strike and Ratification Vote Process - Constitutional Requirements

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

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

UNA Strike Manual

The UNA Strike Manual shall be available to Local Executives at the Provincial Demand Setting Meeting and upon request.

UNA Voting Procedure - Information Meeting

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

Voting

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

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

Date: As established by the Union.

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

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

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

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

See Procedure “Voting - Advance Poll”.

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

Suggested materials include:

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

3. Duties

a. Returning Officer

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

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

b. Scrutineers

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

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

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

4. The Vote

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

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). 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 the individual is working in the bargaining unit.
 - Recent pay stubs showing dues deductions.

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

- 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.

6. Objections & Determinations

- a. 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.

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

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

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

7. Counting the Ballots

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

8. Results

According to UNA Policy:

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

Voting - Electronic Strike/Ratification Vote

REFERENCE: EXECUTIVE BOARD MEETING – DECEMBER 2023

UNA Strike and Ratification Vote Process - Constitutional Requirements

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

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

1. Pre-Vote Information Meeting

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

2. Voting

Notice of the strike/ratification vote must be given to the membership. This notice should include the date, time and process.

Date: As established by the Union. An advance poll is not required due to the accessibility of electronic voting.

Time: Voting hours as established by the Union in compliance with Article 11 of the UNA Constitution.

Process: Voting will be conducted using the electronic voting platform Election Buddy. Access to voting for electronic votes will be via the website vote.una.ca and will require members to:

- i) select their local number
- ii) enter their membership number, and
- iii) enter the PIN from their membership card.

Links to apply for membership or to request a replacement membership card will be available on the website.

3. Local Duties

Local executives responsibilities include:

- Refraining from advising members how to vote.
- Ensuring members have been notified of the date, time and how to vote.
- Assist individuals as needed to obtain access to the voting platform, including assisting them in applying for membership or requesting replacement membership cards.

4. **Objections**

Any objections to the manner in which the vote was conducted must be submitted to the Provincial Returning Officer Andrew Johnson at returning.officer@una.ca.

5. **Results**

According to UNA Policy:

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

UNA Members Seeking Political Office

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

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

Workshops - Attendance By Non-UNA Members

REFERENCE: LAST AMENDED: EXECUTIVE BOARD MEETING - FEBRUARY 2012

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

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

Workshops - Guidelines

REFERENCE: LAST UPDATED: EXECUTIVE BOARD MEETING - JUNE 2022

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

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

Provincial Workshops

1. Provincial funding shall be provided for day long provincial workshops in the following categories:

- a. Local Leadership Education

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

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

- b. General

- i. Dealing with Abuse.

Any UNA member is eligible for funding to attend this workshop.

- ii. Know Your Rights.

To be eligible for funding the member must be new to UNA, considering becoming active within UNA or a Local Executive who has not previously completed the course.

Guidelines For Provincial Workshops

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

Guidelines For Mini-Workshops

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

Provincial Workshops Guidelines

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

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

- i. How to Run a Local (three workshops) Local Administration, Labour Relations, and Finance
Eligible for Provincial Funding – Local Executive Officers (President, Vice President, Secretary, Treasurer).
- ii. PRC
Eligible for Provincial Funding – PRC Committee members/alternates and Local Executive Officers (President, Vice President, Secretary, Treasurer).
- iii. OH&S Basic
Eligible for Provincial Funding – OH&S Committee members/alternates and Local Executive Officers (President, Vice President, Secretary, Treasurer).

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iv. OH&S Advanced

Eligible for Provincial Funding – OH&S Committee members/alternates and Local Executive Officers (President, Vice President, Secretary, Treasurer).

v. Engagement and Support

Eligible for Provincial Funding – Local Executive Officers (President, Vice President, Secretary, Treasurer).

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

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

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

b. General

i. Dealing with Abuse

Any UNA member is eligible for funding to attend this workshop.

ii. Know Your Rights

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