

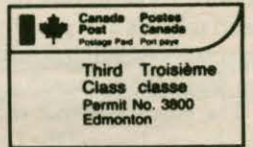
NEWS BULLETIN

VOLUME 15 NUMBER 4

UNITED NURSES OF ALBERTA

DECEMBER 1991/JANUARY 1992

9th Floor, Park Plaza
10611 - 98 Avenue
Edmonton, Alberta
T5K 2P7



"A Time Of Change"

Heather Smith's Address to the United Nurses of Alberta 1991 AGM



I'm going to take a very serious tone in terms of my official opening comments. I've been a little bit torn about how to start this speech because there are a couple of different lead-ins. One year ago at this time, exactly a year ago, Trudy Richardson and I had what was probably one of the most impressive activities of my life—spending two weeks in the Soviet Union. So I thought of starting my speech with "a year ago today we were sitting with 1200 people listening to incredibly boring speeches and thinking it would never end . . ."

Well that was going to be one way of starting but that got pre-empted last Thursday when I just happened to be going by David Harrigan's office while he was on the phone speaking to Mike Mearns. This brought me back to reality and made me realize that when I thought we had gone forward, I look behind, and see that we really haven't gone that far at all. Bethany Care, Cochrane, Local #173, had gone back to the table after some 4 months of being on strike. When they went on strike, part of the package

weekends and stats would get responsibility pay of \$1.05 an hour. The Employer suggested cost-sharing of the premiums on a sliding scale so that if you were full-time the Employer would pay 75% sliding downward. Thus an Employee who worked four or five shifts in a two week period would have only 25% of her premiums paid by the Employer. And on one of the most contentious issues in this dispute, the question of recognition of experience, the Employer made some movement. The Employer suggested that it would recognize seventeen hundred and twenty (1720) hours of geriatric nursing/nursing home experience to equal one year—with five years of such experience you could advance one step in the increment scale. I cannot say how disappointed I am—I cannot imagine how disappointed the members of Local #173 must be. After four months of a very, very valiant struggle, a very hard struggle, going from summer to winter, to have the Employer come to the table and give that kind of an offer—there is no mercy, there is no justice. So Local #173 will be meeting with Mike to strategize what their next step is. We clearly believe that this violates the Labour Relations Code as bargaining in bad faith and those issues will be pursued. But I think it is important for everybody here to realize just how fragile our progress really is. It makes me think of 1988 when our Employers came to the table wanting to roll back wages 3%.

So what kind of year has it been? It's been a very good year. It's been a very hard year in terms of activity and workload. I believe that you have all felt that workload in your locals as well. It has been a very challenging year and I believe that this organization is building itself to meet the challenges of the years ahead. We have brought on some new staff. We spent two days meeting with our staff in the spring of this year to look at our organization and what our problems were, what our wants are and how we can meet our needs. We've met with the Board and we're continuing that process in the new year. We want this organization to be stronger. We have more locals coming to us. I introduced them first in the local listing but that is not enough. We must be representative of our memberships. We must have a vision of our future and what we want that future to be. I think that probably one of the scariest concerns in Alberta today is: "What is the future going to be?"

When I first worked on a speech for the Annual Meeting I did it before the May Board Meeting because we were going to the Board with some very, very large scale proposals for change and I titled that document "A Time of Change". This is a most important time of change, not only for us, but for this province and for this nation. Just as a year ago in the Soviet Union I don't believe a single person could have predicted the circumstances and events that happened there in the past year, I don't believe we have any more ability or security to predict what is going to happen around us. In a sea of chaos we must create stability for ourselves and our membership. That is the goal of the Executive Board, that is the goal of the Executive Officers and with your help I believe we can make that happen in the upcoming year.

I had some questions in terms of the video. [A Nov. '90 to Nov. '91 video was shown to delegates prior to this speech.] What did Manitoba achieve? How long did the strike by the Brewery Workers go on and what was achieved? The answers are not always positive and some of the answers that UNA has been getting have not been positive. In early October the Executive Officers met with Nancy Betkowski, the Minister of Health. We had a lot of questions for Nancy—we had two or three pages of questions for Nancy, as a matter of fact. We were only to be given half an hour of her time; we ended staying an hour and a half.

The fundamental questions that I had for the Minister of Health in this province were; "What is the future of health care? Who is doing the planning?"

Throughout the year the Executive Officers have been very, very busy participating in a multitude of committees and activities that impact on health care. The Provincial Nursing Action Plan or The Provincial Nursing Action Committee depending on who you are talking to—I refer to it as "The Plan". The Management Information Systems, Acute Care Funding, Long Term Care Funding are just a few of the projects that are going out there. Regionalization in Edmonton, rationalization in Lethbridge. Who is planning it? Who is coordinating it? Who is setting the agenda? The most frightening comment to come back from the Minister of Health was that nobody was planning it. There is no strategy, there is no plan—and as for agendas there's all sorts of them. We know what some of those agendas can be like. The Bethany Care nurses are suffering from one of them. Many of the hospitals across this province in the last year have had agendas foisted onto them. An artificial shortage or an artificial surplus of nursing staff

"It is imperative that if we do not want to live by somebody else's agenda, that we set our own."

has been created by these agendas. It's imperative that if we do not want to live by somebody else's agenda that we set our own and we make others live from ours and work from ours. This is our challenge in the year ahead - to solidify, to clarify what our agenda is, and what we want to see changed and what we want to see happen. And we must do it in a coordinated and united way because we know that "United We Bargain, Divided We Will Beg". We've looked at bringing to you this year one of the biggest challenges ever put to this organization. We're asking the membership of this union to endorse an incredible vision of communication. A vision which will ensure that we have the ability to immediately communicate with local presidents across this province, provide information; hear from you; provide you documents relating to grievances, PRC, whatever the issue may be. It's a very ambitious endeavour. It's a very costly endeavour. What we are proposing to you from the Board is that you look carefully at how we plan our finances and hopefully you will support our vision, our priority of communication as the key to strengthening this organization and making us a foe that cannot be ignored in the future.

Coming up soon we will have the December 3rd hearing before the Supreme Court of Canada relating to the 1988 fines imposed against the union, the criminal contempt fines. We are seeking some \$400,000 back from the Provincial Government. All ten provinces have enjoined against us. When you go to the Supreme Court (we have already been through the layers of the courts in Alberta), every other province, because it has federal implications, is given the opportunity to join in the challenge against us—and all ten provinces have. On December 13th we will be exchanging proposals with the hospital employers and it's not going to be an easy day. Not only is it, unfortunately, a Friday the 13th, but I think we

Continued on page 2

"I believe that this organization is building itself to meet the challenges of tomorrow."

they rejected included hours of work being settled; and included an offer from the Employer of the current 1991 rates with a number of other things which I won't go into. But what is most upsetting was that the Employer, through a mediator last Thursday, came to the table and suggested that instead of the contract expiring on March 31, 1992 just as the provincial agreement does, the Employer wanted a two-year agreement from the date of signing. Instead of the hospital rates in the current 1990/1991 agreement the Employer was proposing 1989 rates with a 2% increase and some nebulous discussion of a signing bonus. The Employer was reopening hours and proposing self-scheduling. Nurses would only be considered part-time if they worked a minimum of four shifts in two weeks. There would be no shift differential, no weekend premium, no pension plan. There would be no payment of charge pay possible on day shift and one person on evenings, nights,

Inside: Negotiations '92

Europeans aim for better working standards

Ed Finn/CALM

AS WE STRUGGLE with the serious social and economic problems that now confront our country, we need models and prototypes to copy. How are other countries meeting similar challenges, and what can we learn from them?

The trouble is that in searching for examples we rarely look beyond the United States. But the U.S. is no longer an ideal role model (if it ever was). Economically, it is being outstripped by Western Europe, as well as Japan, and its social programs are inferior to ours.

In striving to imitate the Americans we are courting a decline rather than an improvement in our social and economic standards. Of course, with free trade we've severely limited our choices already. However, we're not yet so constrained that we can't benefit from, perhaps even follow, the examples set by other nations.

"In Europe 'harmonization' means raising standards to match the best; here it means lowering them to match the worst."

Japan is not a practical model because of its radically different culture. But the European Economic Community (EC) offers an alternative to the American system that we should at least consider. Some aspects of the EC approach may not be applicable to Canada, but certainly the basic philosophy should be considered.

ESSENTIALLY, the Europeans have set as their target the attainment of the highest possible standards of social security and economic fairness. They may not achieve such lofty goals, but what's important is that they've set them.

President's Message - Continued from page 1

have to look very carefully at what we are proposing and the environment we are proposing it in. It is vital that we have tight communications in the months ahead between you and the Negotiating Committees. And I mean that in terms of the Health Units, the Hospitals and Extenders going into bargaining, it is very, very imperative that your Negotiating Committees understand where you are, where you want to be. Nobody wants to see another 1988.

In terms of what else is going to be happening in our organization we have some very big plans for Education. Trudy Richardson returning to the organization as an Education Officer has given me real hope that we can significantly change the way we deliver education. The implementation of computers is going to be a significant advantage as well.

Challenges and changes is what lie ahead of us. The agenda must be set by us. I have some other comments to make to you, they'll be made during an Executive Session this afternoon. I believe it is imperative that we indicate to our employers, and the government at every opportunity we have, that we're not just going to sit still. Economic downturns does not mean that we will take nothing. Pensions have become one of the biggest issues in this province since July of this year. Our Pension Committee has done a lot of work, we've done a lot of work with other unions to try to bring our issues forward. In the end I believe it is going to be just like the GST debate where Dick Johnson floats out balloons of inflated proposals so that we will gratefully accept the fallback position which was really his first position to begin with. We must not let this government and these employers dictate our working conditions and the quality of patient care. We must be strong and oppose them while protecting ourselves and our patients. It's not going to be easy—it's going to be incredibly hard. I don't believe that I have ever come to you and spoken with such feelings of concern about our future because we are fighting some very, very big foes but I am optimistic that with a will of this membership, an investment in terms of computers, an investment in communications that we can make it happen. I will just remind you in closing of a little comment that we've all heard before and we should all keep in mind: "Nurses' work is never done, our fight goes on for what we've won". Thank you very much.

Unlike the U.S. and Canada - which seem bent on reaching the lowest common denominator in wages and social benefits - the Europeans want to lift their less privileged citizens up to a decent level of well-being.

"Harmonization" is a term that's heard as often in Europe these days as it is here. But in Europe it means raising standards to match the best; here it means lowering them to match the worst.

The EC has proposed a charter of fundamental social rights for its member nations. It calls for: improved living and working conditions, full and better employment, the equal treatment of men and women, and the participation of workers and their unions as full economic partners.

THE SOCIAL charter sets forth the rights of workers in several key areas. These include:

- the right to adequate social security benefits,
- the right to union membership and free collective bargaining,
- the right to fair pay and to annual paid leave,
- the right to safe and healthy workplaces,
- and the right to participate in decisions affecting their work such as layoffs, technological change, and corporate mergers.

These and other basic rights, according to the charter, are to be harmonized so they'll eventually be enjoyed by all workers, regardless of where in Western Europe they happen to live.

Skeptics doubt that such an objective is achievable, given the wide diversity of social and economic conditions that now prevail in Europe. What matters at this stage, however, is that the EC has set its sights on raising standards rather than lowering them, as we have done in North America.

Regardless of how far short of this goal the Europeans may fall by the time they form a single internal market at the end of 1992, they will still be far ahead of us. And that will make it even harder for Canada and the U.S. to compete with them.

The Europeans have decided to compete by investing in their workers' skills, security, morale and productivity, and by assuring them the good jobs and wages that are needed to stimulate consumer spending. We, on the other hand, are following the American lead in trying to compete on the basis of forcing down labour costs and social benefits, and in the process making our society less fair and prosperous.

(Ed Finn recently retired as a communicator with the Canadian Union of Public Employees. He's a member of the board of directors of the Canadian Centre for Policy Alternatives.)

Local 173



Nurses at the Bethany Care Centre in Cochrane returned to work on December 16, 1991 after ratifying a memorandum of agreement with the Lutheran Welfare Society. The nurses, members of United Nurses of Alberta Local #173, began a legal strike on July 12, 1991 after 10 months of unsuccessful bargaining with the Employer. The Local was attempting to achieve a contract similar to the provincial contract which covers 14,000 Alberta nurses and includes nurses at two other Bethany Care Centres in Alberta.

The Lutheran Welfare Society and the Union returned to the table in November. The Employer re-entered negotiations by proposing an even more Draconian collective agreement than the one which the nurses had rejected prior to the strike (for more details see Heather Smith's speech to the AGM).

The 2-year agreement, which will expire on March 31, 1993, provides for hospital wages rates for the nurses in the first year of the contract and a 3.5% increase effective January 1, 1992. However since previous nursing experience will not be recognized, these nurses will be paid substantially less than nurses covered by the provincial agreement. Nurses will receive 55 cents/hour for shift differential and a weekend premium of 35 cents/hour.

A major demand going into bargaining was the return of a pension plan for the nurses. When the Bethany Care Centre, Cochrane, first opened in 1988 the nurses did have a pension plan. In April of 1989 the Employer took away this standard benefit. The Local has won a pension plan in this agreement—the Employer will contribute 2% into a registered retirement savings plan.

Heather Smith, President of the United Nurses of Alberta, called both the settlement and the employer's attitude towards its nurses "extremely disappointing". During negotiations members of the Local had stressed to the Employer that nursing home nurses were not second class nurses. The Employer, however, entered into negotiations determined to maintain its lower level of compensation for these nurses.

Smith praised the members for their strength and determination and described their strike as "a courageous struggle by a small group of nurses trying to protect standards of care for the elderly and infirm."

Annual General Meeting 1991

The 1991 Annual General Meeting of the United Nurses of Alberta was held November 19-21 at the Westin Hotel in Calgary. Two hundred and eighty (280) voting delegates attended the meeting along with sixty-seven (67) observers.

1991 ELECTIONS

Sandie Rentz emerged as the winner of the battle for the position of UNA Vice-President. Dale Fior, who had chaired the Finance Committee for the past year while the former Secretary-Treasurer was ill, won the election for Secretary-Treasurer on the first ballot. Shelley Moug was elected as a North District Rep; Gail Tymens, Bev Dick and Gina Kelland were acclaimed as North Central District Reps; Andy LeBlanc was acclaimed as a Central District Rep; and Sheila Bailey was elected as a South District Rep. Pam Liegerot and Donnie Meehan were acclaimed as South Central District Reps. The resignation of Dale Fior as a South Central District Rep because of her intention to run for the Secretary-Treasurer position created the need for an election for one South Central District Rep. An election was held at the AGM with Keith Malkin being the victor.

CONSTITUTIONAL AMENDMENTS

The following constitutional amendments were debated and carried by the voting delegates:

UNA Boundaries

The Legislative Committee was directed to investigate the distribution of UNA Locals and their representation with a view to redefining the boundaries of districts and the delegate voting process. The Leg Committee will report back to the members at the 1992 Annual General Meeting.

Discipline

The internal discipline process of the Union was reviewed by legal counsel this year and the constitution was changed to reflect the suggestions for improvement of the process.

Revenue

The delegates voted to increase the dues rebates to the smaller locals (those with fewer than 30 duespayers).

A motion was also passed to decrease the amount of money that UNA pays into its Emergency Fund.

Calgary General

The Calgary General Hospital will now be considered as two separate chartered locals—Bow Valley Centre and The Peter Lougheed Centre.

BUDGET

The 1992 proposed budget was adopted. Delegates also voted in favour of UNA proceeding with the computerization of UNA Locals.

POLICY RESOLUTIONS

Collective Bargaining

UNA members voted to expand the Union's position statement on Collective Bargaining to read:

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.

Consistent with this belief, UNA will not participate in any system which limits the right of any worker to take strike action.

Services During Strike Action

Consistent with professional responsibilities and past practice, UNA will provide emergency services during strike action as authorized by each Local. The delegates sent a clear message to administration and the government by indicating that in the event of a strike, UNA will withdraw all nurses from the affected hospitals. No regular staffing will occur during a strike nor will UNA negotiate any level of regular staffing.

Conflict of Interest

A new process was set up to allow UNA members to benefit from goods and services provided at a lower cost by organizations to UNA members. The Membership Services Committee will have the responsibility for approving these goods and services while ensuring that there is no conflict of interest.

Free Trade

UNA is opposed to free trade negotiations between Canada, the U.S. and Mexico.

Pensions

UNA was directed by the delegates to investigate alternate pension plans and bring recommendations to the 1992 AGM.

Education

The mandate of the Education Committee was expanded to include the responsibility of educating the public about UNA.

Procedures

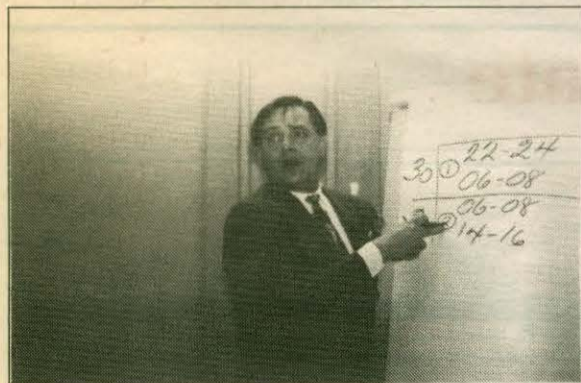
Delegates voted in favour of several motions which altered UNA's internal procedures regarding Canadian nursing unions, District Rep days, membership ineligibility list, local addendums and the Appeal Committee process.

GUESTS

The five guests at the AGM included: Kathleen Connors, President of the National Federation of Nurses' Unions; Roberta Metherrall, President of the Canadian Health Care Guild; Earl Dodd, President of the Health Sciences Association of Alberta; Gretta Zeback, a former UNA member; and Madeline Parent, union activist, as the guest speaker.

EDUCATION

Jon Shearer proved that education can be entertaining with his presentation on the effects of shiftwork. "It was an energizing and educational session," said Heather Smith. "He has a firm grasp of the implications of shiftwork on all workers."



Negotiations '92 - Ingoing Proposals

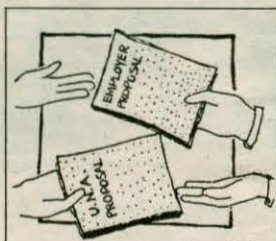
This article contains the major ingoing proposals from the AHA, RAH and UNA for the current round of hospital bargaining.

Members from Locals 1 (Calgary General), 2 (Red Deer General), 32 (Glenrose), 60 (Slave Lake), 115 (Foothills), 121 (Calgary District Hospital Group), 150 (St. Michael's-Lethbridge) and 183 (Alberta Hospital Edmonton) should contact their Local Executives for more details about articles containing their own local conditions.

Members from Local 33 (Royal Alexandra) should consult with their Local Executive for other changes proposed by UNA to bring their contract into line with the provincial hospitals agreement.

Article	AHA	RAH	UNA
1. Term of Agreement	2 year	2 year	2 year Employer responsible for ensuring retroactivity paid.
2. Definition	Change Psych. Nursing Training Act to Health Disciplines Act.	Current	Add definitions of: ability to perform work; position; cycle of the shift schedule; and community nurse. Position elimination definition to include movement of a ward/unit one kilometre or more. Change Psych. Nursing Training Act to Health Disciplines Act.
3. Recognition	Current	Current	No contracting out of bargaining unit work. No person in an excluded position shall perform bargaining unit work. Employee to have right to Union representation at any meeting with Employer.
4. Management Rights	Current	Current	Employer must be fair and reasonable.
5. Dues, Deductions and Union Business	Current	Current	Employer to pay full professional registration fees. Bulletin board provided by Employer on each ward/unit. Union to be notified of orientation schedule. No denial of LOA for UNA Local Executive or Executive Board members. Employer dues list to contain information re: start date, classification, category, address and LOA's.
6. No Discrimination	Current	Current	Delete "physical" prior to disability.
7. Hours of Work	Restructure entire article and make following changes: Request by Employee to discontinue permanent evenings, permanent nights or permanent evenings or nights shall not be unreasonably withheld (Currently cannot be withheld). Decrease weekend off to 55 3/4 hours. If Employee agrees to change scheduled days or shifts off, she will <i>not</i> be paid overtime.	Discuss "more flexible shift scheduling". Shift schedules to be posted 12 weeks in advance or a "shorter period as is mutually agreed between the Employer and the affected Employees". Delete scheduling options. Increase number of weekends worked. Delete assurance that no Employee will be scheduled to work more than 2 consecutive weekends. Increase maximum number of consecutive shifts to more than 7. Decrease compensation for changed days of rest or shifts to 1-1/2X.	Meal breaks to be paid (8.25 paid hours/day) Increase rest periods to 20 minutes. Employee to be paid at overtime rate for all missed meal or rest periods. D/E/N rotation by Employee request only. All rotations to include an extended weekend of 79 1/4 hours once every four weeks. Employee to be paid for 8.25 hours if comes in to work and is required to report for a later shift. Employee is also to be paid for transportation. 28 days' written notice in person and in writing for change of scheduled days or scheduled shifts off. Employee to receive 2X basic rate of pay for all scheduled shifts changed without 28 days' written notice. Such changes to occur no more than 2 times in 3 months. Mutual agreement to alter scheduling provisions to be between Employer and Union.
8. Overtime	Current	Current	All overtime shall be voluntary. Overtime to be paid on all hours in excess of scheduled shift. Add 20 minute rest period for each 3 hours of overtime worked.

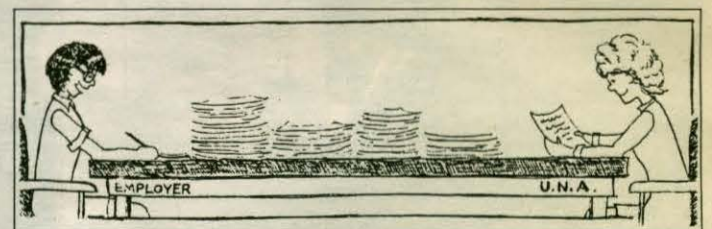
Negotiations '92 Update



Exchange of Proposals (Meets with employer(s) to exchange proposals)



Sets bargaining dates (Dates of bargaining to be agreed upon by UNA and Employers)



Commencement of Bargaining

Health Unit Negotiations Update

By: Murray Billett, LRO

The Health Unit Demand Setting Meeting was held at the Mayfield Inn on October 29 & 30 in Edmonton. The Meeting was attended by 25 delegates. The group represented all the UNA members employed by Health Units throughout the province.

Delegates attending debated and worked through the host of demands that were submitted by the locals, some of which were controversial. Although there was a great deal to accomplish, all the items on the agenda were completed by the end of the second day.

These demands were then prepared in booklet form and sent out to each of the UNA Health Unit Locals. Each of the Locals held membership meetings to ratify the contents of the package. The package was overwhelmingly supported by the health unit nurses in the Province.

Dates for exchange of proposal are expected to be set for early January, 1992.

AHA Bargaining Dates

January 15-17 & 29-30 — February 19-20 & 26-28

AHA's Negotiating Committee

*Wendy Haasen (AHA, Staff)
Jody Bauer (AHA, Staff)
Ellen McRea (Calgary District Hospital Group, Trustee)
Bob Gibb (Misericordia Hospital, Human Resources)
Wendy Griffen (Alberta Hospital Edmonton, Human Resources)
John Heath (Foothills Hospital, CEO)
Neill Stevens (Banff Hospital, CEO)
Germaine Dechant (Charles Camell Hospital, DON)
Easter Cossell (Barrhead Hospital, DON)

* Chief Negotiator

Article	AHA	RAH	UNA
9. On-Call Duty	<p>Increase number of weekends employee can be assigned on-call duty.</p> <p>Add "where possible" to the current prohibition on assigning on-call duty to Employees not scheduled to work.</p> <p>Add "If an Employee is called back to duty immediately prior to her regularly scheduled shift, the minimum of three (3) hours at the overtime rate shall not apply."</p>	<p>If an Employee is called back to duty, contiguous to her regular hours of work, the minimum of 3 hours at the overtime rate shall not apply.</p>	<p>Provincial minimum wage to be paid for on-call duty.</p> <p>Employer to pay employee 2X the provincial minimum wage if the Employee works more than 2 weekends in a 5 week period.</p> <p>Add that weekends shall include the Monday or Friday of an extended weekend.</p> <p>"Hours of work shall include travel time to and from the institution"</p>
10. Transportation	Current	Current	<p>Increase rate for transportation to 32¢/km.</p> <p>Employer to provide free on-site parking to all Employees.</p> <p>Employer shall pay the cost of business insurance for car.</p> <p>Employer to reimburse Employee who uses her own car when assigned community duties (including parking costs).</p>
11. Probationary Period	Double the length of the probationary period (to 1007-1/2 hours).	Probationary period to begin <i>after</i> the completion of orientation.	<p>Decrease length of probationary period to 462 hours from 503-3/4.</p> <p>Employee to have right to grieve termination during probationary period.</p> <p>Increase length of orientation to 12 shifts from 7.</p> <p>The first 10 shifts shall be under <i>direct</i> guidance or supervision.</p> <p>The first 7 shifts shall be day duty and the first 3 shifts on evenings and nights shall be under direct guidance or supervision.</p> <p>A probationary Employee shall <i>not</i> be designated in charge.</p>
12. Seniority	Current (although at this time UNA is unclear what the AHA's intentions regarding Article 12.05 are as AHA did not include any reference to Article 12.05 in its ongoing proposals. The article refers to nurses returning to the bargaining unit from a management position).	<p>Seniority to be based on hours worked (exclusive of overtime) rather than date of hire.</p> <p>Other changes to article to reflect seniority <i>hours</i> not seniority <i>date</i>.</p>	<p>Seniority to be applicable during the probationary period.</p> <p>Clarify how seniority affects vacation time, position elimination, promotions and transfers, and shift schedules.</p> <p>Seniority considered broken when Employee transfers to out-of-scope position. (Delete current 12.06).</p> <p>An Employee retains her seniority date in the event that her position is transferred to the control of another Employer.</p>
13. Evaluations	Current	Current	<p>Written evaluations to be based <i>solely</i> on observations of immediate supervisor.</p> <p>Increase required notice of evaluation meeting to 48 hours (from 24).</p> <p>Increase length of written response time to 10 days (from 7).</p> <p>There will be no limitation to right to see file. No advance notification of the Employer is required.</p>
14. Promotions, Transfers and Vacancies	<p>Wording changes to clarify placement of casual and regular Employees after completion of a temporary position.</p> <p>An Employee who has been in an out-of-scope position will be guaranteed reinstatement or placement at the completion of the term.</p>	Increase the length of the trial period to 503-3/4 (from 325-1/2) hours.	<p>The Employer must post all vacancies and a copy of the vacancy notice must be posted on the unit where the vacancy exists.</p> <p>Employer must give preference to members of other UNA bargaining units when hiring from the outside.</p> <p>Notice of vacancy must include the site (location).</p> <p>Clarify that an application for a vacancy does not constitute a request for a particular shift pattern.</p> <p>A full time or part time employee must be reinstated in her former position after completion of a limited term position if the Employer decides she is no longer needed in the temporary position.</p> <p>Positions shall be awarded on the basis of skill, knowledge and experience. Where these factors are relatively equal, seniority is the deciding factor.</p> <p>A promoted Employee shall remain at her same increment in her new classification (i.e. Step 7 Reg. Nurse moves to Step 7. Assistant Head Nurse).</p> <p>Decrease the trial period for a promoted or transferred Employee to 310 (from 325-1/2) hours.</p> <p>Employee's request to return to her former position during her trial period shall not be denied.</p> <p>Orientation period shall be 10 shifts under direct guidance. The first 7 shifts shall be day shifts. The first 3 shifts on evenings or nights shall be under direct guidance.</p>
15. Layoff and Recall	<p>Reorganize article.</p> <p>Employer acknowledges the value of local discussion to address "local circumstances which may warrant modifications of Article 15".</p> <p>Employees who have been displaced or whose position has been eliminated must make their decision based on:</p> <p>(1) taking a vacancy prior to displacing another employee</p> <p>(2) if displacing another employee, taking a least senior position.</p> <p>The Employer does not have to create a vacancy by laying off the most junior Employee.</p>	Current	<p>There shall be no layoffs during the term of this agreement.</p> <p>Employer can eliminate positions but cannot reduce number of regular hours worked.</p> <p>Increase notice of position elimination to 28 days.</p> <p>Any Employee whose position has been eliminated (delete limit of 24 months seniority) shall have the right to bump or take a vacancy.</p> <p>If the Employee does not select a position or vacancy, the Employer must place the Employee in a position.</p>

Article	AHA	RAH	UNA
15. Layoff and Recall Continued	<p>Employer wants ability to hire new casuals and run job competitions for all regular positions while Employees are on layoff.</p> <p>Include a definition of "ability to perform work" which will require Employees to be job ready without orientation. This will significantly restrict the ability of displaced Employees to select vacancies or other positions.</p>	Current	<p>If a position is eliminated due to a transfer or relocation of services (to another Employer or to a different site of the same Employer) the Employee also has the right to transfer with her position to the new Employer or new site.</p> <p>An Employee who transfers with her position to a new Employer will maintain her seniority and not have to serve a probationary period.</p> <p>Increase Employee's decision time to 72 hours.</p> <p>Procedural clarification of the bumping provisions to ensure a fair process with minimal disruption to the Employees.</p> <p>If an institution is closed, each Employee shall receive 1 month salary for each year of service based on full-time salary.</p>
16. Temporary Assignment Pay	Current	Current	<p>Employer to designate in-charge person if supervisor absent from unit (Remove 2 hour time period delay before nurse receives charge pay).</p> <p>An Employee performing charge duties will receive charge pay whether or not the supervisor is present.</p> <p>Increase charge pay to \$3.00/hour (from \$1.25)</p> <p>If no out-of-scope person is on-site the in-charge Employee receives an additional \$2.00/hour.</p> <p>Any nurse is entitled to charge pay if she is designated in charge.</p> <p>Increase payment for out-of-scope assignment to \$3.00/hour (from \$1.50).</p> <p>An Employee who acts as a preceptor or tutor shall be paid at the instructor rate for the duration of the preceptorship.</p>
16.1 Ambulance Duty	Current	Current	Increase payment to \$75.00/round trip (from \$50.00).
17. Vacations with Pay	An Employee does not accrue vacation while: (a) on layoff; (b) on approved LOA; (c) receiving WCB or disability insurance.	Employees no longer to be permitted to carry forward vacation from one year of employment to the next.	<p>Employee to be able to take vacation as earned.</p> <p>Vacation entitlement to be equal for staff nurses, AHN's, HN's, and instructors.</p> <p>Vacation entitlement: (i) in 1st year of employment: 165 hours, (ii) for each successive year an Employee receives an additional 8.25 hours.</p> <p>Employer to indicate approval or disapproval of vacation request in writing.</p> <p>Minimum percentage of vacation pay to be received upon termination increased to 8%. Another 0.4% to be added for each additional 8.25 hours of vacation entitlement.</p>
18. Named Holidays	<p>Effective January 1, 1993 the AHA wants to limit the floater holiday to Employees hired before Feb. 1st.</p> <p>An Employee can mutually agree to not be off on any of the actual Named Holidays.</p> <p>An Employee is not entitled to Named Holidays with pay which fall during a period of LOA, WCB, STDI or LTDI.</p>	<p>An Employee can mutually agree to not have time off on either Christmas or New Year's Day.</p> <p>An Employee is not entitled to Named Holidays with pay which fall during periods of LOA, WCB, STDI or LTDI.</p>	<p>Add Easter Sunday.</p> <p>Increase payment to 2X for work on a Named Holiday (from 1-1/2X)</p> <p>The lieu day can only be scheduled on an agreed-to date.</p> <p>Choice of day added to annual vacation or payment for day at basic rate of pay to be at the Employee's sole discretion.</p> <p>Increase days off consecutive with Christmas Day or New Year's Day to 5 days (from 2).</p> <p>Unless otherwise requested by the Employee, an Employee shall receive either Christmas or New Year's Day off.</p> <p>An Employee must be granted a Named Holiday which falls adjacent to her weekend off duty.</p>
19. Sick Leave	<p>The following changes refer to Employees who can no longer perform own position's work but can do own classification's work:</p> <ul style="list-style-type: none"> - 28 days after an Employee gives notice of her date of RTW, the Employer will attempt to identify an existing position which is within the Employee's classification and capabilities AND the position must either be vacant or occupied by a less senior Employee. Time limitations may be extended by mutual agreement between the Union and the Employer. NB: The placement will be "at the earliest possible opportunity" - this may be 21 days or later if a suitable position cannot be found. - If an Employee is not placed the process of finding her a position begins anew "should circumstances change." - The Employee displaced by the Employee returning to work will be "eligible to be placed into alternate positions in accordance with Article 15." <p>Employment will be terminated after 24 months on LTDI.</p> <p>Sick leave credits will not accumulate during LOA's longer than 30 days or layoff.</p>	<p>Change refers to Employees who can no longer perform own position's work but can do own classification's work:</p> <ul style="list-style-type: none"> - An Employee will only be reinstated "when a vacancy is available." 	<p>The Employer is not permitted to reference, discipline or dismiss an Employee for illness or injury related absences.</p> <p>Benefits from Art 19&21 must be provided for any health-related absence during pregnancy, childbirth or post-delivery.</p> <p>Increase sick leave credits to 2 days/month</p> <p>Increase maximum sick leave credits to 180 days</p> <p>An Employee who brings sick leave credits from another facility can access them immediately.</p> <p>Employee to receive sick leave for any satisfactorily-proven illness during vacation.</p> <p>An Employee who doesn't qualify for LTDI and exhausts her sick leave credits is on sick leave (without pay/benefits) for the duration of her illness.</p> <p>Add "medically" before all references to capabilities.</p> <p>Decrease length of notice of RTW to 2 weeks.</p> <p>If Employee is incapable of performing duties of her position but is capable of performing work of own classification, the Employer must place Employee in a position.</p> <p>An Employee who is displaced by a RTW employee is entitled to bump as per Article 15.03.</p> <p>Upon RTW the nurse will be credited with increments, vacation and other benefits as though she had been at work.</p> <p>Sick leave credits may be used for any health-related appointments.</p>

Article	AHA	RAH	UNA
20. Workers' Compensation	<p>"Full net salary" to no longer include payment for premiums.</p> <p>Employer permitted to deduct more than 1/10 of a sick day for each day of WCB leave.</p> <p>Contain conditions are to be met before the Employee receives full net take home pay.</p>	<p>Full net salary to no longer include payment for premiums.</p> <p>Employee will accrue vacation credits for first 30 days on WCB.</p>	<p>Insert "medically" before any reference to capabilities.</p> <p>Employee on WCB continues to accrue increments, vacation, sick-leave credits and other entitlements.</p> <p>Any Employee displaced by a RTW employee shall be entitled to displacement rights of Article 15.</p>
21. Prepaid Health Benefits	<p>A UIC SUB plan (for maternity leave) may be implemented at the Employer's option.</p> <p>Reward article to specify who <i>does</i> receive benefits (currently who does <i>not</i>).</p>	Current	<p>Benefit plan to pay 100% of prescription drug costs.</p> <p>Increase group life and accidental death/disability, LTDI, STDI and dental care. In addition these benefits shall be indexed to the salaries appendix.</p> <p>Add vision care and chiropractic services.</p> <p>Employer to pay STDI and LTDI directly to Employee.</p> <p>Employer to pay 100% of premium costs.</p> <p>All regular and temporary employees to be covered.</p> <p>All retired Employees to receive group life, AD&D, dental, vision and chiropractic coverage.</p>
22. Leave of Absence	<p>Combine maternity, adoption and paternity leaves into "parenting leave".</p> <p>Court appearance to be changed to pay for hours missed with the Employee reporting to work at the end of the court session.</p> <p>During health-related portion of maternity leave, Employees entitled to sick leave, STDI, LTDI or UI SUB plan benefits.</p>	<p>"Regular earnings" for bereavement leave and court appearance to exclude premiums.</p> <p>Maternity leave to "be discussed in light of Parcels award and possible introduction of SUB plan."</p>	<p>Increase length of bereavement, maternity, adoption and education leaves.</p> <p>After 10 years of continuous service an Employee is entitled to education leave with 60% of salary and full benefits paid by the Employer.</p> <p>Special leave of 5 days/year with pay for pressing necessity.</p> <p>All pension contributions shall continue uninterrupted by LOA.</p> <p>Witness duty pay not to be restricted to employment only.</p>
23. Discipline, Dismissal and Resignation	Current	Current	<p>Expression of dissatisfaction with Employee's conduct or performance cannot become part of the Employee record unless Employee and Union have received written warning.</p> <p>Discipline removed from file after <i>one</i> year.</p> <p>Employer must provide 24 hours' notice of a disciplinary hearing.</p> <p>Failure to meet any provision of Art. 23 renders suspension, discipline or dismissal null.</p> <p>Just cause for discipline or dismissal or suspension of a probationary Employee.</p>
24. No Strike or Lockout	Current	Current	Current
25. Salaries	Delete reference to new positions which were created under former collective agreements.	Delete reference to new positions which were created under former collective agreements.	<p>Payroll cheque stub to include a monthly display of banked overtime, sick credits and vacation days accrued, increment date and lieu days (Named Holidays).</p> <p>Salaries cannot be paid less than bi-weekly.</p> <p>Where possible, shift workers will receive the cheque (cheque stub) on the day prior to pay day.</p>
26. Educational Allowances	Current	Current	<p>Increase clinical course, dual registration, NUA course and one year diploma to 50€.</p> <p>Increase mid-wife course to \$1.00</p> <p>Increase baccalaureate to \$2.00.</p> <p>Increase Masters to \$2.50.</p> <p>Add Doctorate Degree (\$3.00) and one year university (50€)</p> <p>Allowances for clinical courses to be cumulative up to two courses.</p>
27. Recognition of Previous Experience	Current	Current	<p>Wording changes to include 9th & 10th increments.</p> <p>Delete "satisfactory to the Employer" regarding nursing experience.</p> <p>After completing a refresher course an Employee advances 1 increment for each 2 years of previous experience.</p>
28. Shift Differential & Weekend Premium	Current	Current	<p>Increase shift differential to \$2.00/hour.</p> <p>Increase weekend premiums to \$2.00/hour.</p>
29. Pension Plan	Current	Current	<p>Employer to ensure LTDI time is pensionable.</p> <p>Supplementary pension plan provided to allow retirement with full pension at age 55 (fully funded by Employer and fully indexed to Alberta Cost-of-living).</p>
30. Part-time, Temporary & Casual Employees	<p>AHA made a number of proposals to make changes consistent with changes in the main body of the agreement.</p> <p>Allow for scheduling of casual employees 21 days in advance.</p> <p>A part-time Employee who works additional shifts may, under certain conditions, take all or a portion of the number of hours of paid vacation time earned on those additional shifts in pay instead of time off with pay.</p>	<p>RAH made a number of proposals to make changes consistent with the changes in the main body of the agreement.</p> <p>Decrease pay for part-timers working on a scheduled day of rest to straight time.</p> <p>Decrease amount paid in lieu of vacation to casual Employees by basing pay on basic rate of pay rather than regular earnings.</p>	<p>In addition to charges to this article to make it consistent with the main body of the agreement the following changes are proposed:</p> <p>Temporary Employees no longer prohibited from applying for other positions.</p> <p>Each part-time Employee shall be scheduled for shifts of a consistent length.</p> <p>If any Employee works more hours per shift than agreed-to, she will receive overtime for those extra hours.</p> <p>No changes to letter of hire except by operation of the Collective Agreement.</p>

Article	AHA	RAH	UNA
30. Part-time, Temporary & Casual Employees Continued			<p>Guarantee of 2 consecutive days of rest per week.</p> <p>Employer must pay part-time Employees picking up an additional shift and casual employees for 8.25 hours if the shift is cancelled with less than 8 hours' notice.</p> <p>Nursing hours worked concurrently for another Employer shall be considered in determining movement on increment scale.</p> <p>All hours of work and sick leave with pay shall be recognized for determining vacation leave with pay.</p> <p>Increase pay in lieu of stats to 5.2% of gross earnings (rather than regular earnings).</p> <p>Part-time Employees shall accrue sick leave credits for all paid hours.</p> <p>Casual Employees to receive 15% of gross pay in lieu of benefits.</p>
31. Copies of the Collective Agreement	Current	Current	Current
32. Grievance Procedure	<p>Extend Director's (Step 2) deadline to respond.</p> <p>Administration may delegate response duties at anytime.</p> <p>Group grievance involving 1 NUS commences at step 1.</p>	Wording changes to reflect titles of administration.	<p>Delete Step 2 (filing with Director).</p> <p>Administrator has 10 days to reply.</p> <p>If Employer fails to comply with any time limits, Employer concedes grievance.</p>
33. Arbitration	Current	Current	<p>Parties to use sole arbitrator selected from an agreed upon roster (wording changes to reflect this).</p>
34. Occupational Health & Safety	Board of Trustees allowed to refer Union's OH&S presentation to a committee rather than full Board.	Current	<p>Employer must accept OH&S forms and cannot penalize, harass or discipline an Employee who submits one.</p> <p>Specify 4 reps from Union and Employer.</p> <p>Specify function of Committee.</p> <p>Time limits set for Employer response.</p> <p>Establish an Independent Assessment Committee to review complaint and make binding recommendations.</p> <p>Employer responsible to ensure a fair and harassment-free work environment.</p> <p>Employer to pay for all medication an Employee requires related to her work.</p> <p>No Employee shall participate in a bomb search.</p> <p>Employer must provide sufficient and qualified security personnel on all shifts.</p> <p>Emergency security devices (UNA approved) to be provided on request.</p>
35. In-Service Programs	Current	Current	<p>Change title to Professional Development with wording changes to reflect the above.</p> <p>Add WHMIS, Universal Precautions and Aggression Management to required in-services.</p> <p>All Employees to be granted 5 paid days/year for educational improvement.</p> <p>If Employer requests Employee to upgrade her educational level, the Employer shall pay tuition, wages and benefits.</p>
36. Professional Responsibility	Board of Trustees to be able to refer Union's Prof. Resp. presentation to a committee rather than full Board.	Current	<p>Add preamble which states both parties desire the best possible nursing care, services and health protection for patients and public.</p> <p>Clarify all PRC members to receive minutes of PRC meeting.</p> <p>Specify function of PR committee.</p> <p>If response from Board of Trustees is unacceptable, an Independent Assessment Committee shall be established to review concerns and make binding recommendations (wording for procedure also).</p> <p>Employer must accept all PR forms and not penalize, harass or discipline any Employee who submits a form.</p> <p>Every 3 months the PRC will receive written review of target hours, patient acuity and actual hours worked for each unit.</p>
37. Extended Work Day	<p>AHA made a number of proposals to make changes consistent with changes in the main body of the agreement.</p> <p>Part-time Employee not normally covered by Art 37 who works an additional shift which is an extended workday shall be paid straight time only, even if she is not replacing an extended workday Employee.</p>	<p>RAH made a number of proposals to make changes consistent with changes in the main body of the agreement.</p> <p>Agreements to be made between Employer and Employee rather than Employer and Union.</p> <p>Extended workday Employees to be entitled to a total of 93 hours for Named Holidays. Delete wording which specifies that an Employee shall be entitled to 11 Named Holidays and 1 Floater Holiday. Delete reference to 7-3/4 hours pay.</p>	<p>In addition to changes in this article to make it consistent with the main body of agreement the following changes are proposed:</p> <ul style="list-style-type: none"> - hours of work to include 2-30 minute meal periods with paid time being 12.25 hours - increase time off duty on a shift changeover - introduce scheduling option which would ensure days of rest on alternate weekends and no more than 3 consecutive extended shifts - day in lieu of Named Holiday to be paid for 12.25 hours <p>Part-time Employees covered by Art 37 shall work 12.25 hours per shift.</p> <p>A part-time Employee who agrees to replace an extended-workday Employee shall be paid at straight time.</p>
38.X NEW 10.25 Hour Shifts			<p>Similar to Article 37 and provides for:</p> <ul style="list-style-type: none"> - 19 shifts in 5 weeks - total weekly hours to be 38.95 averaged over 1 complete cycle of the shift schedule - 3 - 20 minute rest breaks and 1-30 minute meal breaks/shift - guarantee of 2 weekends off in each 4 week period - maximum of 4 consecutive shifts

Article	AHA	RAH	UNA
38. Uniforms	Current	Current	If the Employer requires uniforms, the Employer is responsible for supplying and maintaining uniforms. Employer to pay for damage to clothing/personal possessions during worktime.
39. Position Description	Current	Current	Change "job" to "position"
40. Committee Participation	Current	Current	Employee to be paid at applicable rate of pay (currently basic)
41. New		No pyramiding Except as otherwise allowed in the contract there is to be no pyramiding of benefits.	Technological/Organizational Change Employer to notify Union 120 days prior to changes.
42. New			Unemployment Insurance Rebates Employees' portion of rebates to be returned to Union not Employer so that Employees can determine how monies are used.
43. New			Community Nurses Based on current Local Conditions for Local #79 (with changes as per main contract)
44. New			Employee and Family Assistance Program Parties to meet and develop a provincial EFAP to be in effect by April 1, 1993. Current EFAPs to continue to April 1993.
Letter of Understanding (Ward/Unit)	Delete	Delete	Renew with date changes.
Letter of Understanding (8th increment)	Delete	Delete	Delete
New - Letter of Understanding		Further Changes to Contract: Parties to examine ways to meet needs of both parties while minimizing impact of outside funding constraints.	Work Force Stabilization Parties to examine total number of replacement hours worked (casual, overtime, additional shifts). Employers will convert these to regular positions and post the resultant vacancies.
Salaries Appendix	At the appropriate time AHA will table a proposal which it believes to be fair and equitable.	Rates to be negotiated.	Increase all increments by \$2.00/year. Add 9th and 10th increments. Northern allowance (for Employees above 55th parallel) of \$50.00 bi-weekly.

Record Number of Employer Proposals

by Heather Smith, UNA President

The summary of the Employer proposals is extensive because the Employers, in particular the AHA, has proposed a record number of modifications to the Collective Agreement. My short summary attempts to identify the proposals which have a significant negative impact on UNA members.

The Alberta Healthcare Association (AHA) and the Royal Alexandra Hospital (RAH) have proposed wording regressions under the guise of "flexibility". These changes might also be characterized as "more Employer control".

In the AHA package, there are repeated suggestions in hours of work (Articles 7, 30 and 37) to diminish requirements for posting the schedules and to change the schedules with less than two weeks notice if the Employee agrees. The Employer also proposes unlimited and unrestricted alternatives to the Options in Article 7.

The Employer wants to double the length of the probationary period (Article 11).

The changes proposed in the layoff provision (Article 15) reflect a desire by the Employers to take more control of the process. The Employers want to restrict the choices an Employee would have in the event of a layoff or position elimination and to add skill criteria which further limit the placement of Employees and the return of Employees who have been laid off.

The same trend is evident in the Workers' Compensation (Article 20) and with regard to return to work from Long Term Disability (Article 19). The Employer proposes restrictions and diminished responsibility for the placement of injured Employees returning to the work place.

The proposals under Occupational Health and Safety (Article 34) and Professional Responsibility (Article 36) will diminish the ability of the Union to access the Board of Trustees with concerns. It will be possible for the Board of

Trustees to delegate concerns to a subcommittee of the Board, rather than a meeting with the full Board of Trustees.

Although the RAH did not submit the same volume of proposals, the contents may be viewed as more regressive than the AHA. The RAH proposes the same changes as the AHA in Hours of Work, but adds additional regressions which will diminish guaranteed weekends to two in five weeks and suggests a minimum of seven consecutive shifts, instead of the current six consecutive shifts. The RAH also suggests reducing the penalty for changes to the shift schedule from 2X to 1-1/2X.

The RAH did not suggest doubling the length of the probationary period, but did suggest the probationary period commences after the completion of the orientation.

Perhaps one of the most offensive proposals by the RAH relates to seniority (Article 12). The RAH suggests seniority is based on "hours worked" instead of the date of hire.

The RAH did not propose the same regressions to reinstatement from injury of illness. On returning from Long Term Disability (Article 19) an Employee must wait until a "vacancy is available".

A trend in the RAH proposals is to change the assurance of "regular earnings", which include premiums an Employee may be entitled to receive, to "basic rate of pay" (Articles 20, 22 and 30.06).

Neither the RAH nor the AHA proposed a change to wage rates. Both the RAH and the AHA proposed to delete the Letter of Understanding regarding Ward or Unit.

The various negotiating committees depend on your feedback to ensure that appropriate decisions are made. We will seek collective agreements that are consistent with the needs of our membership. Many members have already assisted the hospital negotiating committee by completing Input Sheets. I thank you for your participation and look forward to your continued involvement.

Letters to the Editor

Dear Ms. Corry:

Thank you for your letter outlining some of your concerns regarding the challenges facing today's health system. I apologize for my delay in responding.

As you point out in your letter, recent reductions in federal government payments to the provinces for health care have indeed put additional pressures on our Alberta system. At a recent meeting of provincial and federal health ministers that I attended in Winnipeg, the Honourable Benoit Bouchard, federal Minister of Health, indicated a clear commitment on behalf of the federal government to protect and preserve Canada's universal health system. In the face of federal deficit reduction efforts, however, it will be important that all Canadian, including provincial governments, ensure that commitment is carried out with the appropriate financial support to provinces.

With reference to your comments regarding the Rainbow Report, I can assure you that I share your concern with any changes to our current health system that would increase the level of "bureaucracy" in that system. I have said before that I would not want to put in place any structure that does little more than add another "level" into the system.

The Rainbow Report recommendations, while offering some alternatives to how we deliver health services are only that - alternatives and there will be many areas where the intent of the recommendations can be reached but with a different delivery mechanism. The government will be releasing its response to the recommendations of the Rainbow

Report later this fall and I'm certain you will find our approach, as a government, will not be in the direction of increased "management" but rather better management.

In respect to your comments on the changes to the Aids to Daily Living (AADL) Program I would stress that there have not been reductions to this program this year, in fact an additional \$13 million was provided to its budget for 1991/92. This was done to help address the ever-increasing cost and utilization of the Program.

At the same time there were a number of lower cost items removed from the AADL benefits list and other items did have their authorized frequency or quantity of use reduced. These changes were made to help free resources to allow more expensive medically-required products such as power wheelchairs and home ventilation therapy to be added as eligible benefits and to enhance benefits for diabetics and the visually impaired.

The items removed from the benefits list were considered to be lower cost or lower frequency-of-use items and the intent was to focus the limited resources on all of those supplies and products which have the potential for much greater financial and health impacts and thus much greater impact on an individual's ability to remain independent in their own home.

Any individual whose specific medical, financial or social situation requires supplies in excess of the normal program maximums can apply for additional quantities through an AADL Benefits Appeal Process. Those Albertans experiencing financial difficulties can apply for exemption from cost-

sharing provisions through a Cost-Share Appeal Process. All low income Albertans are exempt from cost-sharing.

These changes to AADL were made in an effort to direct the program to those individuals having the greatest need and thus, in the long term, increase its potential to keep people out of institutions. I firmly believe that the changes will have that desired result.

In the larger context, there are no easy solutions to many of the challenges facing our health system and I know I don't have all of the answers. We will certainly continue to focus on the most efficient and effective use of our acute care facilities through the Acute Care Funding Plan and its associated role-statement component. We will continue to try to move the emphasis of the health system toward health prevention, promotion and community care. We will continue to attempt to address some of the issues facing the nursing profession through the Premier's Initiatives on Nursing program. And we will continue to work in partnership with all sectors of the health system to ensure that health dollars are expended on those programs and services and in those locations where they will do the most good.

Thank you again for bringing your concerns to my attention and I hope I have been able to clarify, at least a little, some of the issues you raised.

Yours sincerely,
Nancy J. Betkowski - Minister

Dear Friends,

On behalf of the members of the Public Service Alliance of Canada, I wish to thank you for your generous assistance during our strike.

Strikes are always difficult but we are additionally burdened with an employer whose agenda is to remove the rights of workers to collectively bargain and impose economic controls on those same workers that reflect their anti-worker sentiment.

Although our picket lines are down, the struggle to protect and entrench workers' rights will continue. This government will be facing an election in the near future. We will take our struggle to that election campaign and as well we hope you will make workers' rights an issue for the politicians to consider.

Once again thank you for your support.

In Solidarity,

Joanna Miazga,
Northern Alberta, Regional Strike Coord., PSAC

Don't read this!

IAM 721 From the back of the bus/CALM

BELIEVE IT or not, this is the text of a notice that appeared on a Canadian Aircraft Products bulletin board:

**BULLETIN BOARD NOTICES
ARE NOT TO BE READ
DURING WORKING HOURS!**

We Are Merely Pawns Upon The Chessboard Of Life!

By: Yessy Byl, LRO

FACTS: The hospital decided that they no longer wanted acute care units at their downtown site (Edmonton General). They closed one of the two acute care units - giving the nurses on that unit position elimination notices. With respect to the remaining acute care unit, they decided to "transfer" the entire unit to the Grey Nuns site - without regard to the nurses' wishes.

ARGUMENT: It was the Union's position that the nurses on the "transferred unit" should have received position elimination notices and that the newly created positions on the Grey Nuns site were "vacancies". The Union argued that a nurse's "position" included the physical location of her unit as well as such factors as nursing focus, status, etc. and that the Employer did not have the right to unilaterally transfer a nurse from one position to another.

DECISION: The decision was pretty straightforward. The Board simply found that the Collective Agreement did not deal with the concept of more than one work location for an individual employer. As the Board stated:

"... it appears that the parties have not yet addressed this issue at the bargaining table. As a consequence, we are being asked to ascertain what the parties meant by the words they used and to give effect to their expressed intention in circumstances which were unforeseen at the time the relevant provisions were agreed upon."

In essence, the Board found that since the parties had never addressed the issue in bargaining, there was no limitation on management's right to transfer the unit to another site.

With the provincial trend of amalgamating hospitals, this has become a very important issue for upcoming bargaining.



HEATHER SMITH - President
Edmonton General Hospital • Part-time
staff nurse (medicine)



SANDIE RENTZ - Vice President
Red Deer General Hospital • Part-time
staff nurse (Recovery Room)



DALE FIOR - Secretary Treasurer
Holy Cross Hospital (Calgary) • Part-time
staff nurse (Orthopedics)

UNA Executive Board



DARLENE WALLACE - North
District • QE II Hospital (Grande
Prairie) • Full-time staff nurse - ICU



SHELLEY MOUG - North District •
QE II Hospital (Grande Prairie) •
Part-time staff nurse



ISABELLE BURGESS - North Central
District • Royal Alexandra Hospital
(Edmonton) • Part-time staff nurse



CARMELITA SOLIMAN - North
Central District • Edmonton General
Hospital • Part-time staff nurse -
renal unit



GAIL TYMENS - North Central
District • Hospital District #24 • Full-
time staff nurse - long term care.



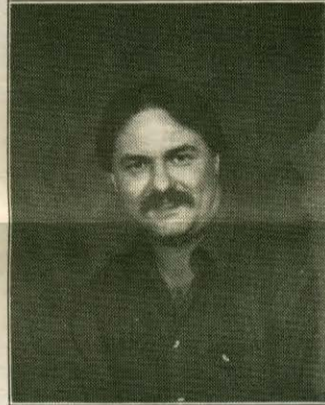
GINA KELLAND - North Central
District • Charles Camell Hospital
(Edmonton) • Full-time staff nurse



VALERIE HOLOWICH - North Central
District • Vegreville Health Unit
• Full-time nurse - home care



BEV DICK - North Central
District • Misericordia Hospital (Ed-
monton) • Casual



ANDY LEBLANC - Central District
• Red Deer General • Part-time staff
nurse



MARILYN COADY - Central
District • Wetaskiwin Hospital • Full-
time staff nurse



HOLLY HEFFERNAN - South Central
District • Rockyview Hospital
(Calgary) • Part-time staff nurse
(working on BN)



KATHY JAMES - South Central
District • Foothills Hospital (Calgary) •
Full-time assistant head nurse



PAM LIEGEROT - South Central
District • Grace Hospital Women's
Health Centre • Full-time staff nurse-
labour & delivery



DONNIE MEEHAN - South Central
District • Holy Cross Hospital (Cal-
gary) • Full-time staff nurse



KEITH MALKIN - South Central
District • Alberta Children's Hospital
• Full-time staff nurse



KAREN CRAIK - South Central
District • Foothills Hospital
(Calgary) • Full-time staff nurse



DIANE POYNTER - South
District • St. Michael's Hospital (Leth-
bridge) • Full-time staff nurse



SHEILA BAILEY - South District •
Lethbridge Regional Hospital • Full-
time staff nurse

"Working Together"

David Harrigan's Report to Delegates at the UNA 1991 AGM



Good morning! I am pleased to be here. As Director of Labour Relations I find one of the most frustrating parts of my job is the amount of time I have to spend stuck in the office or stuck in a meeting debating esoteric issues and fine points of law rather than being out where the action is with you people. And so I really enjoy coming to Annual Meetings. It's a chance for rejuvenation, a chance to touch base with the members and see if, in fact, what we are attempting to accomplish is what the members are wanting us to accomplish. It is an opportunity to look back to see how we've done over the past year and see what sort of priorities we have for the future. The role of the Labour Relations section of the Union, at least in my mind, can be summed up as assisting the members in ensuring that the work of the Union gets done. Some of the activities that we are involved in include contract interpretation, negotiations of collective agreements, providing assistance in grievances and in arbitrations, providing education and issuing a number of publications aimed at a variety of audiences. Your staff are also involved in assisting the locals with issues of professional responsibility, occupational health and safety, short and long term disability, and workers' compensation. We've had a number of hearings at the Labour Board, the AARN and the RPNAA. I think there has been a tendency in the past to view years where the hospitals and health units are not in negotiations as slow years where the Union gets a chance to take a breather. But it certainly seems to me that this past year has been the busiest in the three years that I've been here.

We've certified nine new locals since we met last year. The certification process ranged from the relatively simple case where we would visit a rural hospital where essentially the nurses would have already organized themselves and we would just sign them up to the cases like Local #183 where the organizing actually began prior to the last Annual Meeting, continued on through months with campaigning, charges and counter-charges and weeks of hearings at the Public Service Employee Relations Board and finally culminated in a certification vote.

Even though our major groups (hospitals and health units) have not been in bargaining we have been very involved in negotiations in the past year. We have successfully negotiated ten collective agreements since this group met last year. Again, some of these have been relatively simple where we've been able to sit down and at one session sign off an agreement. Others, however, CPL and Chinook Health Unit for example, have taken a number of months, hearings, votes and mediation. We've been involved in negotiations down in Lethbridge for what we thought was going to be a relatively simple transfer of services between two hospitals which has now resulted in literally months of negotiations to try to reach a letter of understanding. And of course we've had Local #173 which has been on strike for more than four months now. And above and beyond that we've all been involved in preparing for the hospital and health unit negotiations.

We've put on a number of workshops in the last year and have taught over 500 members on issues such as Local Administration, Contract Interpretation, Political Action and the handling of grievances.

On the issue of grievances, I took a look the other day and discovered that since our last Annual Meeting we've opened 629 grievance files. As I

recall, four years ago that we were averaging about half that number. Now obviously the majority of those 629 grievances have since been resolved, but at any given time we have over 200 active grievances. We've gone to arbitration on a large number of grievances in this last year and we have a large number of scheduled arbitrations in the upcoming months. We've received decisions of 14 of the arbitrations. For those of you that are keeping score, we've been successful on 6, and unsuccessful on 8. Some of the one we were unsuccessful with, I would consider very major issues. For example we've discovered that in the case of an employer having two or more hospitals they now believe they have the right to unilaterally transfer units from one hospital to another. We've been successful, though, on some very major issues as well, including the issue at the Devon Hospital where the employer attempted to eliminate every position and then recall everyone back to work. We've also received the decision of the Board of Inquiry regarding the treatment of employees on Maternity Leave has been handed down. We've had a number of meetings with AHA to determine how that decision is going to be implemented. Discussion of this matter will continue in the new year and we hope to have a resolution quickly.

Over the past year, certainly one of the most frequent concerns that has been expressed to me as the DLR is the availability of the staff in order to assist the members. This has come both from the members as well as the staff themselves. And as Director, I, along with your Executive Board, have recognized that this is a problem and have taken some steps that we hope will help that. As Heather indicated we held a two-day meeting with all of our staff and the Executive Officers. One of the goals at that meeting was to try and determine what changes we could make internally in order to provide a better delivery of services. As a result we've increased the number of Labour Relations Officers by one, we've eliminated the E/PO position and replaced it with two positions, one focusing solely on education and the other concentrating solely on communication. In addition we have created a temporary Labour Relations Officer position in the Calgary Office. It may well be that in the upcoming year we will have to take another look at our staffing because the year that we face is going to be just as busy or even busier than the year we've just been through. As Heather indicated there are some major challenges with which we're going to have to deal.

We're going to have to look at how this Union will deal with the high demands on the time of its staff and on the time of its local executives. We must deal with the possibility of new labour legislation that's been talked about which would provide some form of a limited right to strike or a right to strike as long as the government could assure it's not effective. How are we going to deal with hospitals who very intentionally choose simply to ignore the provisions of the collective agreement knowing that allowing the grievance process to run its course through to arbitration takes such a long time that justice is never really achieved. As an example, earlier this year we had a grievance at Local #2 in Red Deer. The issue was the fact that the employer had a number of undergraduate nurses and one day they wrote them all letters saying "Congratulations! We've decided to reclassify you. Your work hasn't changed. You're no longer called undergraduate nurses. You are now nursing attendants. Oh, and by the way, we are paying you two dollars an hour less than we used to!" UNA grieved that. Finally, we had the arbitration hearing where we listened to all the evidence and arguments that both sides presented. The hearing ended and all that was left to do was for the Board to meet and determine which side was going to be successful. I was telling my wife about the hearings that night, I got about midway through explaining the hearing when my wife announced that she had just been to the doctor and she was two months' pregnant. But the point, if there is one, the point to all of this is that my son is now a month old and we're still waiting for the arbitration decision. Employers know that this happens and take advantage of it. We are going to have to figure out a way to deal with employers like that and we are going to have to determine how we are going to deal with employers like the Lutheran Welfare Society who employ our nurses at Bethany. In the name of

Christian love and charity, the LWS proposes to pay their nurses less than what they are paying the scabs that are currently working there. We need to devise ways to deal with the fact that we're going into bargaining for our major groups in a climate that is far, far different from what we saw the last round. We need to devise ways to deal with the government and their attempts to step back from the culpability in the pension fiasco. And we need to devise ways of dealing with the growing trend towards regionalization and rationalization of health care services. All of these issues are going to be in front of this Union. Some of these decisions will be made by you in the next three days. Some of these are going to take a lot longer to work through. There are lots of different possible answers and different possible strategies for dealing with them. I would just again like to reinforce that the only way to be successful is the same way we've been successful in the past. To listen to the membership, to take a stand and to make sure that everyone is standing together.

Thank you.

Executive Board

President

Heather Smith
Home: 437-2477
Work: 425-1025

Pam Liegerot
Home: 230-8101
Work: 284-1141 (315)

Vice-President

Sandie Rentz
Home: 346-4412
Work: 343-4422

Diane Ruyter
Home: 327-3501
Work: 382-6482

Secretary-Treasurer

Dale Fior
Home: 238-0810
Work: 541-2155

Sheila Bailey
Home: 327-3361
Work: 382-6280

NORTH

Darlene Wallace
Home: 765-2138
Work: 538-7400

Shelley Moug
Home: 539-0545
Work: 538-7488

NORTH CENTRAL

Bev Dick
Home: 430-7093
Work: 484-8811 (671)

Carmelita Soliman
Home: 487-3812
Work: 482-8397

Valerie Holowach
Home: 992-0360
Work: 895-2248

Gina Kelland
Home: 477-5847
Work: 453-5441

Isabelle Burgess
Home: 462-7961
Work: 477-4817 (Stn. 17)

Gail Tymens
Home: 458-0503
Work: 478-9221 (215)

CENTRAL

Andrew LeBlanc
Home: 346-8309
Work: 343-4448
Office: 342-2033

Marilyn Coady
Home: 352-8552
Work: 361-7131

SOUTH CENTRAL

Holly Heffernan
Home: 255-0479
Work: 259-7511 (I.V.)

Kathy James
Home: 295-2442
Work: 670-1517

Karen Craik
Home: 236-5326
Work: 670-1315

Donnie Meehan
Home: 295-1609
Work: 541-2153

Keith Malkin
Home: 248-8805
Work: 229-7898

Staff

Provincial Office

9th Floor
Park Plaza
9811 - 106 Avenue
Edmonton, Alberta
T5K 2P7
425-1025
1-800-252-9394
Fax: 426-2093

David Harrigan
Director of
Labour Relations

Barbara Surdykowski
L.R.O.

Lesley Haag
L.R.O.

Melanie Chapman
C.O.

Yessy Byl
L.R.O.

Murray Billett
L.R.O.

Nora Spencer
L.R.O.

Trudy Richardson
E.O.

Darlene Rathgeber
Director of Finance and
Administrative Services

Calgary Office

505 Pacific Plaza
700 - 6th Avenue, SW.
Calgary, Alberta T2P 0T8
237-2377
1-800-661-1802
Fax: 263-2908

Michael Mearns
L.R.O.

Marilyn Vavasour
L.R.O.

Laurie Coates
L.R.O.

Rick Lampshire
L.R.O. (Temp).

*Denotes District
Chairperson

2011.016 163

UNITED NURSES OF ALBERTA

'91

Constitution
& Local
By-Laws

With Amendments as of
November, 1991

AMENDMENTS TO THE CONSTITUTION

As of November, 1991

THE FOLLOWING ARTICLES HAVE BEEN AMENDED AS
OF THE NOVEMBER 1991 ANNUAL MEETING:

Article #: 5.11, 6.03, 6.05, 8.11,
11.04 (b), 11.04 (c), 11.07, 13.08,
Appendix A Bylaw IV

ARTICLE 1:

Name

- 1.01 This organization shall be known as the United Nurses of Alberta (hereinafter referred to as "U.N.A.").
- 1.02 In the interpretation of this Constitution, the feminine gender used herein shall mean and include the masculine, and the singular shall include the plural and vice versa as applicable.

ARTICLE 2:

Objectives

- 2.01 The advancement of the social, economic and general welfare of nurses and other allied personnel.
- 2.02 (a) The regulation of relations between nurses and other allied personnel and between nurses and their employers.
- (b) The negotiation of written contracts with employees aimed at implementing progressively better conditions of employment.
- 2.03 The promotion of effective communication with employers.
- 2.04 The promotion of the knowledge of nurses and other allied personnel in all things related to their social and economic welfare through education and research.
- 2.05 The promotion of the highest standards of health care.
- 2.06 The promotion of unity within the labour movement, the nursing profession and other allied fields through cooperation with and support of other organizations.

ARTICLE 3:

Membership

- 3.01 All registered or graduate nurses and other allied personnel who are eligible to engage in collective bargaining are eligible for membership in the U.N.A. provided that no allied personnel shall be admitted to membership without the approval of a two-thirds (2/3) vote of the Executive Board subject to endorsement at the next annual meeting.
- 3.02 For greater certainty, without limiting the generality of the foregoing, persons who in the course of their employment permanently exercise managerial functions or who are permanently employed in a confidential capacity in matters relating to labour relations shall be excluded from membership.
- 3.03 Any member who is eligible to be a member of the United Nurses of Alberta and pays such dues or assessments as may from time to time be required, shall be accepted as a member

in good standing of the United Nurses of Alberta and the Chartered Local of the United Nurses of Alberta. Any member who shall be in arrears in the payment of dues or assessments for a period of six (6) months shall be automatically suspended from membership in the United Nurses of Alberta and the Chartered Local except when on an approved leave of absence, layoff or grieved dismissal. Notwithstanding the foregoing, any person who has resigned her membership in the U.N.A. due to her non-support of a strike or in the face of charges, or who has been expelled from membership shall only be eligible for membership in the U.N.A. or its Chartered Locals upon successful application to the Executive Board for reinstatement pursuant to Article 5.12.

- 3.04 No person shall be refused membership because of nationality, race, colour, origin, sex or sexual preference, age, physical disability or religious or political belief.
- 3.05 Membership in a Local Union, chartered by the U.N.A., shall also constitute membership in the U.N.A.; however, no person shall act as or be deemed to be an agent of the U.N.A. or any chartered or subordinate body of the U.N.A. because of her membership unless specifically authorized in writing signed by an appropriate official to so act.

ARTICLE 4:

Executive Board

- 4.01 The affairs of the U.N.A. shall be managed by an Executive Board which shall be composed of the following:
- 1) President;
 - 2) Vice-President;
 - 3) Secretary-Treasurer;
 - 4) District Representatives:
- 4.02 The number of District Representatives shall be determined on the basis of one (1) District Representative for the first one thousand (1,000) dues payers or part thereof in the District as of sixty (60) days prior to the Annual General Meeting, and an additional District Representative for every additional one thousand (1,000) dues payers or part thereof in the District as of sixty (60) days prior to the Annual General Meeting. There shall be a minimum of two (2) District Representatives for each District.
- 4.03 All Officers shall be elected at an annual meeting except that a vacancy occurring between annual meetings shall be filled in accordance with 6.05, Appendix "B" or 10.10 (b) as appropriate.
- 4.04 Term of Office shall mean two (2) years or until their successors are elected. The Term of Office shall begin upon adjournment of the Annual General Meeting of U.N.A.
- 4.05 The duties of the Board shall be as follows:
- (a) **PRESIDENT**
The President shall preside at all meetings of the Executive Board and all meetings of the U.N.A. and shall be charged with the responsibility of carrying out the policies of the U.N.A. The President shall be an ex-officio member on all Committees of the Executive Board.
- (b) **VICE-PRESIDENT**
The Vice-President shall preside at all meetings where the President is absent and shall be charged with the particular responsibility of establishing and maintaining the flow of communication between the U.N.A. and its members, and between the U.N.A. and other organizations.

(c) SECRETARY-TREASURER

The Secretary-Treasurer shall cause to be kept such regular books and records of the U.N.A.'s finances as shall be set up under the instructions of the Executive Board, shall cause to be maintained full records of minutes of all meetings of the Executive Board and of all meetings of the U.N.A. and shall cause to be maintained all records, documents and correspondence of the U.N.A.

(d) THE DUTIES OF THE DISTRICT REPRESENTATIVES

The District Representatives shall carry out generally the objectives of the U.N.A. and function as members of the Executive Board. (The terms of reference for District Representatives are as outlined in Appendix "B".)

- 4.06 Only members in good standing of the U.N.A. are eligible for membership on the Executive Board.
- 4.07 In the event that a member of the Executive Board absents herself from two (2) consecutive meetings, i.e. Executive Board, Delegate, Special, Committee, Disciplinary Hearings, the reasons for such absences shall be delivered in writing to the President. If the reasons so delivered are found to be unsatisfactory to the Executive Board by a 2/3 ballot vote, the office of the member shall be declared vacant. Such vacancies shall be filled in accordance with Article 6.05 or Appendix B I, 3 as applicable. Such appointed or elected member shall hold office until the next Annual General Meeting at which time an election shall be held in accordance with Article 10.04.
- 4.08 Any member of the Executive Board may resign her office by giving notice in writing to the President.
- 4.09 Any Executive Board member who ceases to hold office for any reason, shall, within one month turn over to the Executive Board, all documents, assets and property of the U.N.A. in her possession.
- 4.10 The District Representative shall designate an alternate member to attend Executive Board meetings in her absence.

ARTICLE 5:

Powers of the Executive Board

- 5.01 (a) The Executive Board shall be responsible for constitutional interpretation.
- (b) The Executive Board shall be responsible for and accountable to the membership for the administration of affairs and activities of the U.N.A. when the U.N.A. is not meeting.



- 5.02 (a) The Executive Board shall be responsible for the formulation and development of the general collective bargaining objectives of the U.N.A. and for the presentation of the said objectives to the membership at meetings for discussion and approval.
- (b) The Executive Board or any person or committee to which the Executive Board delegates such authority, shall be empowered to negotiate and enter into regional, Local, provincial or area-wide Collective Bargaining Agreements on behalf of any Local or Locals without the necessity of the written authorization of such Local or Locals and the Executive Board or its delegate shall coordinate activities towards this end in consultation with the Local Unions involved.
- 5.03 To the extent required for the proper functioning of the U.N.A., the Executive Board, or any person to which the Executive Board delegates such authority, shall employ, retain, direct, and compensate personnel, consultants, legal, accounting, and other professional personnel, and engage and pay for the use of premises and equipment.
- 5.04 No monies of the U.N.A. shall be expended without the authorization of the Executive Board or such person or persons as the Executive Board or a meeting of the U.N.A. may from time to time authorize for this purpose. The manner in which monies may be withdrawn or cheques issued by the U.N.A. shall be determined from time to time by the Executive Board. All acts bona fide done by any meeting of the Executive Board or by any person acting as a member of the Executive Board, notwithstanding if it be afterwards discovered that there was some defect in the appointment of any such person acting as aforesaid or that they or any of them were disqualified, shall be valid as if every person had been duly appointed and was qualified to be a member of the Executive Board.
- 5.05 The Executive Board may set up committees of the U.N.A. and may appoint or elect a chairman and members to the committees. The committees shall be subject to any restrictions or regulations imposed upon them by the Executive Board.
- 5.06 The Executive Board in addition to all other powers vested in it is hereby authorized and empowered subject to the approval and authorization of the U.N.A. as defined in Article 5.07:
- (a) to acquire, hold, and dispose of, real and personal property or any part thereof;
- (b) to invest monies on behalf of the U.N.A.; and
- (c) to borrow money for the purpose of the U.N.A. and to give security for any money so borrowed on any of the real, personal or mixed property of the U.N.A. by way of mortgage, pledge, charge or otherwise.
- 5.07 Authorization for the exercise of the powers listed in Article 5.06(a) and 5.06(b) shall be by two-thirds (2/3) vote of the Executive Board subject to approval at the next Annual General Meeting. Authorization for the exercise of powers listed in Article 5.06(c) shall be gained by a two-thirds (2/3) vote of the delegates at an Annual or Special meeting prior to exercise of such powers.
- 5.08 The business of the U.N.A. shall be managed by the Executive Board who shall exercise all such powers of the U.N.A. and do on behalf of the U.N.A. all such acts as may be exercised by the U.N.A. and as are not by law or by this Constitution required to be done by the U.N.A. in an Annual or Special meeting of the U.N.A.

- 5.09 The Executive Board may in the exercise of its powers do all such things and acts which in the exercise of its sole discretion better further the objectives of the U.N.A.
- 5.10 Discipline of Members: Any member may be charged by another member of the following offences:
- (a) Violating any provision of this Constitution or the Bylaws of any of its Chartered Locals;
- (b) Obtaining membership through fraudulent means or misrepresentation;
- (c) Instituting, urging or advocating that a member of any of the Chartered Locals of this union should institute action in a court of law against the U.N.A. or against the Executive Board or any of its officers or against any of the Chartered Locals or any of its members in respect of any matter concerning the affairs of the U.N.A. or any of its Chartered Locals or chartered bodies without first exhausting all remedies through the forms of appeal provided in this Constitution;
- (d) Publishing or circulating either verbally or otherwise among the membership false reports or misrepresentations concerning any member of the U.N.A. in respect to any matter connected with the affairs of the U.N.A. or its Chartered Locals;
- (e) Working in the interest of any organization competing with the U.N.A. in a manner which is detrimental to the U.N.A. or any of its Chartered Locals;
- (f) Fraudulently receiving or misappropriating any property of the U.N.A. or any of its Chartered Locals;
- (g) Using without proper authority the name of the U.N.A. or of the Chartered Local for soliciting funds or advertising;
- (h) Without receiving proper authority to do so, furnishing a complete or partial list of the membership of the U.N.A. or of any Chartered Local to any person or persons other than those whose official position entitles them to have such a list;
- (i) Wrongfully interfering with any officer or accredited representative of the U.N.A. or any of its Chartered Locals in the discharge of his or her duties;
- (j) Circulating reports designed or calculated to injure or weaken the U.N.A. or any of its Chartered Locals;
- (k) Doing any act contrary to the Constitution or to the Bylaws of any Chartered Local, or failing to do any act required of her by the said Constitution or Bylaws, where such conduct has the effect of injuring the U.N.A., the Executive Board of the U.N.A. or any of its Chartered Locals, or impeding the implementation of any policy constitutionally formed by either the U.N.A. or any of its Chartered Locals;
- (l) During the course of a strike by the U.N.A. or any of its Chartered Locals failing to give all necessary support to the said strike.

5.11 Charges

1. (a) Charges for an offence enumerated under Article 5.10 of the Constitution may be laid by a member, or a member on behalf of a Local, in writing to the President. Charges are to include specific references to sections and articles allegedly violated and must include a plain, factual statement of the circumstances alleged.

- (b) Charges must be filed with the President within one hundred and twenty (120) days of the date that the complainant first became aware of or reasonably should have become aware of the alleged violation of the U.N.A. Constitution.
- (c) The Executive Officer (the President or a designate) shall review the charges to see if they comply with the above requirements. If the charges do not comply, the Executive Officer may reject them and provide written notice to the complainant.

A complainant may refile a charge in proper form provided that in no circumstance shall a charge be refiled after 130 days after the complainant first became aware of or reasonably should have become aware of the alleged violation.

Executive Officer Review

1. The Executive Officer must then advise the accused of the complaint by forwarding a copy of the complaint in person or by double registered mail. The accused will at that time be afforded the opportunity to respond in writing to the complaint, within 30 days of notification of charges.
2. The Executive Officer must then review the charges and the accused's reply to determine if the complaint is frivolous or trivial and to determine if it is in the best interest of the Union to proceed with a disciplinary hearing. The Executive Officer at this time may also act as a facilitator or mediator to attempt to resolve this matter before hearing by a Trial Committee.
3. If the Executive Officer decides not to proceed, the complainant has a right to appeal this decision to the Executive Board. The Executive Board shall examine the charge and the accused's reply to determine if it is in the best interest of the Union to proceed. The Executive Officer shall not be entitled to discuss the merits or vote on the appeal of her decision.
4. If the Executive Board determines it is not in the best interest of the Union to proceed, the charge will be dismissed. If the Executive Board decides it is in the best interest of the Union to proceed, the matter will go to a Disciplinary Hearing.

Disciplinary Hearing

1. A disciplinary hearing will be conducted by a Trial Committee whose cost will be borne by U.N.A. The complainant and the accused must each select a member in good standing as their nominee on the Trial Committee from a list of trial chairs. The list is to be composed of five members, being one chair nominated from each of the five districts. Current Executive Board members are prohibited from being trial chairs and nominees.

(a) Nominations and elections shall be in accordance with Article 10 of the Constitution of U.N.A.
2. If the two nominees cannot determine which of the five trial chairs to appoint, each nominee can remove one name from the list of trial chairs and a random draw of the three remaining trial chairs is to be made.
3. The disciplinary hearing shall be convened and conducted expeditiously. It shall be fair and impartial and both sides may be represented by counsel, with the costs of both sides to be paid by U.N.A. The Trial Committee shall also be entitled to have counsel.

4. Procedures to be followed at the Disciplinary Hearing are in the Trial Committee's sole discretion. The rules of evidence need not be strictly adhered to. Hearsay is admissible. The onus of proving guilt is on the complainant. If the accused does not show for the disciplinary hearing, the hearing may continue in her absence, but the complainant must still prove guilt. The accused cannot be compelled to testify.
5. On a finding of guilt, the Trial Committee may expel, suspend or reprimand the accused, and impose conditions prior to reinstatement. The decision of the Trial Committee is final and binding. There is no appeal. For the purpose of this article the arbitration act shall not apply.

Proviso

For the purpose of establishing the Trial Committee between the 1991 and 1992 Annual General Meetings, each District shall elect at their first District Meeting after the 1991 Annual General Meeting one member to serve on this Committee.

- 5.12 (a) Any person who has been expelled from membership or who has resigned following the receipt of charges is not eligible to apply for membership at any Local of the U.N.A. Where a person wishing to become eligible for membership in the U.N.A. is required by the terms of Article 3.03 to apply to the Executive Board for reinstatement, application shall not be made until one (1) year from the date of expulsion or date of resignation. Prior to the Board considering such an application, the applicant shall have met the criteria for reinstatement as determined by Executive Board policy.
- (b) A person who has been suspended from membership shall have her membership card held at Provincial Office for the duration of the suspension. Such member shall forfeit all rights and benefits under the Constitution but shall remain bound by the terms of the Constitution.

ARTICLE 6:

Meetings of Executive Board

- 6.01 The Executive Board shall meet at the call of the President or at the request of no fewer than three (3) members of the Executive Board in writing to the President. In any event, the Executive Board shall meet at least once in every four (4) months.
- 6.02 The time and place of meetings of the Executive Board shall be determined by the President, provided that any meeting requested by no fewer than three (3) members of the Executive Board, pursuant to the provisions of Article 6.01, shall be held within thirty (30) days of the receipt by the President of any such request. Every Board member shall be given at least fourteen (14) days' notice of such meetings.
- 6.03 The majority of the members or delegated alternate members of the Executive Board shall constitute a quorum for the transaction of business provided that this quorum consists of at least one (1) District Representative or delegate alternate from each District.
- 6.04 Unless otherwise provided in this Constitution, any questions arising at a meeting of the Executive Board shall be decided by a majority vote of the members present. Each member of the Executive Board shall be entitled to one (1) vote on each question which is voted upon at a meeting.
- 6.05 An LOA may be taken by Executive Board Members and Local Executive. A written

notification of such LOA shall be made to the Executive Officers of U.N.A. This LOA shall not exceed 1/2 the length of the term of the position affected. This LOA will not be funded by UNA. The interim replacement will receive the budgeted funding for that position. Thirty (30) days prior written notice shall be made to the Executive Officers of U.N.A. of the expected date of return to position. Interim replacements shall be made in accordance with Appendix "B" Bylaws II 1. and Appendix "A" Bylaws VI. In the event that the President, Vice-President or Secretary/Treasurer should take an LOA, the Executive Board shall elect by and from themselves a replacement for the term of the LOA or until the end of the term of office.

- 6.06 The Executive Officers, with unanimous agreement, may poll the Executive Board in emergency circumstances. Polling to be done in accordance with Executive Board Policy.



ARTICLE 7:

Meetings of the U.N.A.

- 7.01 The U.N.A. shall hold an Annual General Meeting in the months of September, October or November of every calendar year at such place as may be determined by the Executive Board.
- 7.02 A Special Meeting of the U.N.A. may be called at any time and place at the request in writing of at least one-third (1/3) of the members of the Executive Board or of at least one-third (1/3) of the Chartered Locals which shall represent one-third (1/3) of the membership evidenced by notice in writing signed by the President of each and shall be held within forty-five (45) days of the receipt by the President of the U.N.A. of any such request. Any such request shall specify the subjects to be considered at such a Special Meeting.
- 7.03 Every Chartered Local shall be given at least thirty (30) days' notice of the Annual General Meeting and as much notice as possible of Special Meetings. The President and Secretary-Treasurer of each Chartered Local shall make every reasonable effort to inform the members of the Chartered Locals of the said meetings.
- 7.04 The form of notice of meetings shall specify the subject to be considered at the meeting, and, in the case of Special Meetings, only such subjects as are specified in the notice calling the meeting may be considered and acted upon at that meeting.

ARTICLE 8:

Voting at Meetings of the U.N.A.

- 8.01 At any Annual or Special Meeting of the U.N.A. each Chartered Local is entitled to be represented by one (1) voting delegate for fifty (50) members or part thereof.
- 8.02 The local president shall ensure that each voting delegate chosen to represent her local is a member in good standing of U.N.A. The number of voting delegates to which each local is entitled shall be based on the number of members in the said local, thirty (30) days prior to the Annual General Meeting.
- 8.03 The Chairman of the meeting shall appoint scrutineers.
- 8.04 The scrutineers shall arrange for the holding of any vote; shall distribute, collect and count ballots if used; and shall report the results in writing to the meeting.
- 8.05 Two-thirds (2/3) of the registered voting delegates, including a representative from each district, shall constitute a quorum for the transaction of business.
- 8.06 Unless otherwise provided in this Constitution, any resolution presented at a meeting of the U.N.A. or of any of its committees shall be deemed to have been carried if a majority of the voting delegates present vote in favour of it.
- 8.07 Voting shall be by show of hands unless the Chairman otherwise directs or unless otherwise provided hereinafter.
- 8.08 Every member of the Executive Board shall have a vote as though she were an accredited voting delegate.
- 8.09 Unless otherwise specified, any decision adopted at a meeting shall take effect forthwith at the conclusion of the meeting.
- 8.10 For the purpose of this Article the three (3) units of U.N.A. Local #121 shall be regarded as separate Chartered Locals, and Local #121 shall not be regarded as a Chartered Local.
- 8.11 For the purpose of this Article, the two (2) units of U.N.A. Local #1 shall be regarded as separate Chartered Locals and Local #1 shall not be regarded as a Chartered Local.

ARTICLE 9:

Strike Votes and Ratification Votes

- 9.01 Strike votes and ratification votes shall be conducted by secret ballot.
- 9.02 Only U.N.A. members shall have the right to vote in strike and ratification votes.
- 9.03 An information meeting shall be held at least twenty-four (24) hours prior to commencement of strike and ratification votes.
- 9.04 Strike votes and ratification votes shall be conducted on all shifts within a twenty-four (24) hour period.

ARTICLE 10:

Elections

- 10.01 All officers shall be elected at the Annual General Meeting by a majority of the voting delegates present and voting.
- 10.02 All elections shall be by secret ballot, unless otherwise provided in the Constitution.
- 10.03 The Legislative Committee or any known persons acting with its authority shall prepare nomination forms for the Annual General Meeting and shall send them to the President and Secretary of each Local at least sixty (60) days prior to the Annual General Meeting.
- 10.04 The offices of President, Secretary/Treasurer and one-half or the majority of District Representatives, in each District, shall be elected in the years ending with even numbers. The offices of Vice-President and one-half or the minority of District Representatives in each District, shall be elected in the years ending with uneven numbers.
- 10.05 Each District Representative must be a member of a Chartered Local in the District she represents. Only members from the District may nominate her and only voting delegates from said Districts are entitled to vote in her election.
- 10.06 Upon receipt of nomination forms, the President of each Local shall make every reasonable effort to inform the Local that the Legislative Committee will receive nominations pursuant to this Article.
- 10.07 Each nomination shall be on a proper form bearing the name of the nominee and signatures of two (2) members in good standing of the U.N.A.
- 10.08 Nominations shall be accepted until forty-five (45) days prior to the Annual General Meeting or from the floor at the Annual General Meeting only in the absence of an official nomination.
- 10.09 The list of candidates, signed by the Chairman and two (2) members of the Legislative Committee, shall be sent no later than thirty (30) days before the Annual General Meeting to the President of the U.N.A. and to the President of each Local and delegate. Every reasonable effort shall be made to inform the members of the Local.
- 10.10 (i) A motion to rescind the election of an Executive Officer of the U.N.A. may only occur at a Special Meeting of the U.N.A., referred to in Article 7 or at an Annual General Meeting of U.N.A. provided that thirty (30) days' notice of such motion has been given.
- (ii) A motion to rescind the election of a District Representative of the U.N.A. may only occur at a special delegate meeting of that district of U.N.A. provided that thirty (30) days notice of such motion has been given. At the Special Delegate Meeting each Chartered Local of that District is entitled to be represented by one (1) voting delegate for fifty (50) members or part thereof.
- (iii) Any motion to rescind the election of a member of the Executive Board of the U.N.A. must be passed by a two-thirds (2/3) vote of the voting delegates present and voting.
- (iv) Election for such resultant vacancy for the unexpired term shall occur at this same meeting. Nominations shall be received from the floor.

ARTICLE 11:

Revenue

- 11.01 The revenue of the U.N.A. shall be derived as follows:
- (a) Each Chartered Local shall remit to the U.N.A. each month such sum as may be determined from time to time by the U.N.A. at an Annual or Special Meeting. Any change in the dues structure must be ratified by a two-thirds (2/3) vote of delegates at an Annual or Special Meeting.
- (b) The charter fee to establish a new Chartered Local shall be one dollar (\$1.00).
- (c) The U.N.A. may accept any donation, grant, bequest or other form of transfer of funds or properties from any charitable, governmental, educational or other source and may agree with the transferor to devote the funds or proper properties so transferred to any specific purpose consistent with the objectives of the U.N.A. without any political bias or favours.
- 11.02 The U.N.A. shall have the right to levy assessments for special purposes upon its dues payers, provided that any such assessment must first be approved by a two-thirds (2/3) vote at an Annual or Special Meeting of the U.N.A. Prior notice will be given.
- 11.03 Any funds owed to the U.N.A. by a Chartered Local pursuant to the provisions of this Constitution shall constitute a preferred claim and must be paid promptly by the Chartered Local each month prior to the payment of any other obligations of the Chartered Local.
- 11.04 (a) U.N.A. dues shall be one point one percent (1.1%) of gross income, with a minimum of ten dollars (\$10.00) per dues payer per month.
- (b) The U.N.A. shall issue to each Chartered Local a monthly rebate. The monthly rebate of dues to the Chartered Locals shall be as follows: For the first twenty (20) dues payers or part thereof of the Local the rebate shall be three dollars (\$3.00) per dues payer per month. For the next one hundred (100) dues payers or part thereof the rebate shall be two dollars (\$2.00) per dues payer per month. For all remaining dues payers the rebate shall be one dollar (\$1.00) per month. For less than thirty (30) dues payers the rebate shall be five dollars (\$5.00) per dues payer per month for the first twenty (20) and three dollars (\$3.00) per dues payer per month for the remaining.
- (c) There shall be an Emergency Fund. The amount paid to the Emergency Fund on a monthly basis shall be no less than twelve percent (12%) of the dues revenue of the U.N.A.
- 11.05 In the event of a strike or the approval of a loan or donation to other trade Unions, assistance, as determined from time to time by the Executive Board, shall be drawn from the Emergency Fund.
- 11.06 Any member paying dues at more than one (1) source shall, upon request with submission of pay slips, receive from Provincial Office a reimbursement of dues paid in excess of the amount set out in Article 11.04.
- 11.07 For the purpose of this Article the three (3) units of U.N.A. Local #121 shall be regarded as separate Chartered Locals, and Local #121 shall not be regarded as a Chartered Local.

- 11.08 For this purpose of this Article, the two (2) units of U.N.A. Local #1 shall not be regarded as a Chartered Local.

ARTICLE 12:

Audit

- 12.01 The fiscal year of U.N.A. shall be January 1st to December 31st unless otherwise designated by the Executive Board. There shall be an auditor of U.N.A. who shall not be a member, employee, or relative of an employee, of the U.N.A.; and shall be a Chartered Accountant. The Executive Board shall appoint an auditor annually. The auditor shall conduct an audit once every year and shall submit a written report to the Annual General Meeting and to each local at least one hundred and twenty (120) days prior to the Annual General Meeting.

ARTICLE 13:

Chartered Locals

- 13.01 The U.N.A. may issue a Charter to any group eligible for membership under Article 3, and the group shall thereafter be referred to as a "Chartered Local".
- 13.02 (a) Subject to the provisions of Article 13.03, the Bylaws contained in Appendix "A" shall be the Bylaws of every Chartered Local.
- (b) In the event of conflict between any clause of this Constitution and any clause of the Bylaws of a Chartered Local, this Constitution shall be paramount and the clause in this Constitution shall apply.
- 13.03 (a) Except as a result of amendment to Appendix "A" at a meeting of U.N.A., the Bylaws of a Chartered Local may be amended only with the approval of a two-thirds (2/3) vote of those members present and voting at a meeting of the Chartered Local, and with the approval of the Executive Board of U.N.A.
- (b) Bylaws of a Chartered Local which were amended or altered prior to November 8, 1984 in accordance with the Constitution of U.N.A. at that time shall be deemed to have been amended or altered in accordance with Article 13.03 (a).
- 13.04 All Collective Agreements with employers of members shall be signed by two (2) Executive Officers of the Chartered Local as the contracting party on behalf of the members affected.
- 13.05 In any situation in which there is reason to believe that a Chartered Local has adopted or undertaken policies or activities contrary to the principles and policies of the U.N.A., the Executive Board shall have the power upon a two-thirds (2/3) vote of the Executive Board to conduct an investigation into the affairs of the Chartered Local and to require the Chartered Local to amend and rectify any policies or activities contrary to the principles and policies of the U.N.A., and the Executive Board may:
- (a) appoint a Trustee or Trustees for the Chartered Local, or
- (b) revoke the Charter of the Chartered Local on such terms and conditions as the Executive Board may see fit.
- Where the Executive Board determines that the Charter of a Chartered Local is to be revoked or a Trustee or Trustees are appointed pursuant to the provisions of

this Article, the Chartered Local shall be entitled to a fair hearing before the Executive Board within three (3) months. Any action of the Executive Board under this Article may be appealed to the Annual General Meeting.

If the Annual General Meeting is scheduled for three (3) months or more from the date of the decision of the Executive Board, the Chartered Local may, with at least one-third (1/3) of the Executive Board or one-third (1/3) of the Chartered Locals which shall represent one-third (1/3) of the membership, demand a Special Meeting of the U.N.A. This Special Meeting shall be held within two (2) months to consider the Trusteeship or suspended Charter.

13.06 (a) Where the Executive Board makes an order provided for in Article 13.05, the Executive Board may order that all funds and properties of any nature held by the Chartered Local shall be held in trust for the purpose of effecting a re-organization of the said Chartered Local. If such a re-organization is effected, such funds and properties of the Chartered Local shall be reinvested with the Chartered Local for its use and benefit. If the Chartered Local is not re-organized within a period of one (1) year, such funds and properties shall revert to the provincial funds of U.N.A.

(b) Where the Executive Board orders that all funds and properties held by a Chartered Local shall be held in trust of the U.N.A., it shall be the duty of the officers of the Chartered Local to deliver forthwith all funds and properties of any nature held by the Chartered Local to the Trustee or Trustees appointed pursuant to the provisions of this Article or duly authorized agent who shall be entitled to take immediate possession of all funds, properties, books and records of the Chartered Local and shall have authority to bring appropriate legal proceedings to secure such funds, properties, books and records.

13.07 For the purpose of this Article the three (3) units of U.N.A. Local #121 shall be regarded as separate Chartered Locals, and Local #121 shall not be regarded as a Chartered Local.

13.08 For the purpose of this Article the two (2) units of U.N.A. Local #1 shall be regarded as separate Chartered Locals. Local #1 shall not be regarded as a Chartered Local.

ARTICLE 14:

Merger and/or Transfer

14.01 A Chartered Local may merge and/or transfer its jurisdiction, rights, privileges, duties and assets to one (1) or more Chartered Locals.

14.02 The Chartered Local transferring and the Chartered Local(s) receiving and the Executive Board must each approve of the merger and/or transfer.

14.03 A meeting between the parties must be held for the transfer and/or merger.

14.04 The transfer and/or merger must be approved by a two-thirds (2/3) vote of the membership of each Local concerned by secret ballot. The voting shall be conducted in accordance with Article 9: Strike Votes and Ratification Votes.

14.05 A Chartered Local may also merge with another bargaining agent for the purpose of

acquiring its jurisdiction, rights, privileges, duties and assets.

ARTICLE 15:

Constitutional Amendments and Policy Resolutions

15.01 This Constitution may be amended or altered only at a meeting of the U.N.A. by a two-thirds (2/3) vote of those voting delegates present and voting.

15.02 Except where otherwise required in this Constitution a resolution shall require a simple majority to pass.

15.03 There shall be a Constitution and Resolutions Review Committee struck by the Legislative Committee of the Executive Board. The function of such Committee shall be to facilitate the processing of constitutional amendments and policy resolutions for U.N.A.'s Annual General Meeting.

15.04 (a) Throughout the year and up to one hundred (100) days prior to the date of the Annual General Meeting, any member may submit to the Constitution and Resolutions Review Committee a resolution or constitutional amendment in writing signed by such member. The Executive Board shall have the right to submit any resolution to the Committee at any time up to the date of the meeting. Late resolutions shall be submitted to the Constitution and Resolutions Review Committee who shall consider the urgency of the resolution. Only late resolutions deemed to be of an urgent nature shall be placed before the meeting.

(b) The proposer shall have the right to appeal the Committee's decision by having her appeal placed before the General Assembly of the meeting.

15.05 (a) The Constitution and Resolutions Review Committee shall:

(i) receive and prepare constitutional amendments and resolutions for presentation to the Annual General Meeting;

(ii) have power to eliminate duplications in constitutional amendments and resolutions submitted, after consultation with and agreement of the proposer;

(iii) have the power to determine the order in which constitutional amendments and resolutions will be presented to the meeting;

(iv) have power to edit constitutional amendments and resolutions provided that the purpose of any such amendment or resolution is not changed and only after consultation with and agreement of the proposer.

(v) have the power to propose constitutional amendments up to forty-five (45) days prior to the Annual General Meeting.

(b) The proposer shall have the right to appeal the Committee's decision by having her appeal placed before the General Assembly.

15.06 A majority of the members of the Constitution and Resolutions Review Committee shall constitute a quorum.

15.07 The Constitution and Resolutions Review Committee shall prepare a report which shall be sent to the President and Secretary of each

Chartered Local at least thirty (30) days prior to the Annual General Meeting. This report shall contain all constitutional amendments and resolutions and their rationale.

15.08 The Constitution and Resolutions Review Committee shall prepare a supplementary report containing those resolutions which have been submitted to the Committee by the Executive Board after the preparation of the report referred to in 15.07 and this supplementary report shall be presented to the meeting.

15.09 All amendments and resolutions must:

(a) deal with only one (1) subject;

(b) be submitted on the appropriate forms before respective deadlines.

ARTICLE 16:

Rules of Procedure and Order of Business at Meetings of the UNA.

16.01 The rules of procedure and order of business at Meetings of the U.N.A. shall be governed by the current edition of Robert's Rules of Order (Copyright 1981).

16.02 A Parliamentarian shall be appointed for each Annual General Meeting.

APPENDIX "A"

Bylaws Governing Chartered Locals

BYLAW I - NAME

This organization shall be known as the United Nurses of Alberta (hereinafter referred to as the "Chartered Local").

BYLAW II - EXECUTIVE

1. The affairs of the Chartered Local shall be administered by an Executive which shall be composed of the following:

- 1) President
- 2) Vice-President
- 3) Secretary
- 4) Treasurer

The Executive shall meet at least once every four (4) months.

2. Throughout these Bylaws, the term "President" shall be deemed to refer to the President of the Chartered Local unless otherwise expressly stated.

BYLAW III - REPRESENTATIVES

An appropriate number of representatives may be elected by and from the members of the Chartered Local to represent nurses and other allied personnel employed in specific areas or functions of their employer's establishment. The said representatives may be appointed by the Executive if a majority of the members of the Chartered Local at a meeting authorize the Executive to appoint such representatives as it sees fit.

BYLAW IV - COMMITTEES

There shall be a Grievance Committee composed of three (3) members. One of these shall act as the Chairman and they shall be elected at an Annual or Special Meeting of the Chartered Local.

All standing committees of the Chartered Local shall be elected by the membership. The Executive may set up special committees of the Chartered Local and may appoint the members of each such Committee from the members of the Chartered Local, the Chairman to be chosen by the Executive and to be entitled

to a casting vote in the case of a tie. The Executive may delegate any of its powers to any such committees. These committees shall be subject to any restrictions or regulations imposed upon them by the Executive.

BYLAW V - ELECTIONS

1. The Executive shall be elected at each Annual General Meeting or where the Chartered Local wishes the term of office may be for 2 years with alternate Executive elected at each Annual General Meeting.
2. Nominations for the Executive and for any other positions for which elections are held shall be received from the floor.
3. All elections shall be by secret ballot or show of hands.
4. (i) A motion to rescind the election of an officer of a local may only occur at an Annual or Special Meeting of the local, referred to in Bylaw VIII provided that at least fourteen (14) days' notice of such motion has been given.
(ii) Any motion to rescind the election of an officer of a local must be passed by a two-thirds (2/3) vote of the members present and voting at such meeting.
(iii) Elections for such resultant vacancy shall occur at this same meeting.

BYLAW VI - VACANCIES

In the event that a member or members of the Executive of the Chartered Local should resign, die or otherwise cease to act, the Executive shall appoint from the members of the Chartered Local a replacement until the next general meeting. As much notice as possible will be given at this meeting and an election will be held to fill the vacancy according to Bylaw V (2) and (3).

BYLAW VII - ELECTION OF VOTING DELEGATE

1. Any two (2) members of the Chartered Local may nominate a voting delegate provided that they produce satisfactory proof that the consent of the nominee to stand for election has been obtained.
2. A voting delegate and an alternate voting delegate to attend any meeting of the United Nurses of Alberta (hereinafter referred to as the U.N.A.) shall be elected by a majority vote of those members of the Chartered Local present at a meeting of the Chartered Local. The alternate voting delegate shall act whenever the voting delegate is unable to do so.
3. Both the voting delegate and the alternate voting delegate shall be members of the Chartered Local.

BYLAW VIII - MEETINGS

1. Once in every calendar year, there shall be an Annual General Meeting of the Chartered Local. At least two (2) weeks' notice shall be given. During the Annual General Meeting, reports shall be presented by each member of the Executive, the affairs of the Chartered Local shall be reviewed and planned, and elections shall be held. The Chartered Local's Annual General Meeting shall be held by June 30 of each year.
2. A Chartered Local shall hold general meetings at least quarterly on the call of the President or her designate.
3. (a) A Special Meeting may be called at any time and place by the President of the Chartered Local. Members shall be given reasonable notice of any such meeting.
(b) A Special Meeting of the Chartered Local may be called at the request of any three (3) members of the Chartered Local made in writing to the President. Any request for a Special Meeting of the Local shall specify the subjects to be considered at such a Special Meeting. As much notice as possible will be given and the meeting will be held within seven (7) days of the request with the exception of a Special Meeting held in reference to Bylaw V(4).
(c) The assigned District Representative shall be invited by the Local President to attend at least one (1) Local general meeting.
4. The rules of procedure and order of business governing meetings of the Chartered Local shall be as outlined in accordance with Article 16 of U.N.A.'s Constitution.

BYLAW IX - QUORUM

1. The majority of members present at a meeting of the Chartered Local shall constitute a quorum of the Chartered Local for the transaction of business.
2. Three (3) members of the Executive shall constitute a quorum of the Executive for the transaction of business.

BYLAW X - DUTIES OF OFFICERS

President

- (a) The President shall be the senior executive officer of the Chartered Local and shall act as chairman at all meetings of the Executive and the Chartered Local. In the case of a tie in a vote of the Executive or the Chartered Local or any other committee of which she is chairman, the President shall have the casting vote.
- (b) The President shall be an ex-officio member of all committees.
- (c) The President or delegate shall represent the Chartered Local on the District Committee.

Vice-President

The Vice-President shall carry out duties as assigned by the President and act in lieu of the President in her absence.

Secretary

The Secretary:

- (a) shall keep a record of all meetings of the Chartered Local and of all meetings of the Executive;
- (b) shall be responsible for the correspondence of the Chartered Local;
- (c) in conjunction with the Treasurer, shall keep a record of the membership of the Chartered Local.

Treasurer

The Treasurer:

- (a) shall be responsible for arranging for the collection and forwarding of members' dues of the UNA;
- (b) shall be responsible for the safekeeping of the monies of the Chartered Local and shall keep a record of all financial transactions;
- (c) shall make a financial report at regular meetings, the Annual General Meeting of the Chartered Local and at meetings of the Executive;
- (d) in conjunction with the Secretary, shall keep a record of the membership of the Chartered Local.

BYLAW XI - LOCAL DOCUMENTS

Any member(s) of the Executive of the Chartered Local or member(s) of any committee of the Chartered Local who cease to hold office for any reason shall within one month, turn over to the current Local Executive all documents, assets and property of the Chartered Local in her possession.

BYLAW XII - FINANCES

1. Monies of the Chartered Local shall be kept in a chartered bank or credit union or trust company.
2. Transactions shall be by cheque.
3. The Treasurer and the President or signing officer shall co-sign cheques.
4. There shall be an annual audit by the UNA at the end of each fiscal year.

BYLAW XIII - DUES AND ASSESSMENTS

1. The Chartered Local may establish initiation fees and monthly dues higher than those set by the UNA.
2. The Chartered Local may levy assessments for special purposes upon its members, provided that any assessment must first be approved at a meeting of the Chartered Local.

BYLAW XIV - MERGER

A Chartered Local may merge with another bargaining agent for the purpose of acquiring its jurisdiction, rights, privileges, duties and assets.

The Chartered Local may, by a two-thirds (2/3) vote of those present at a meeting of the Chartered Local called for that purpose of which notice has been given to the members, merge with and transfer its jurisdiction, rights, privileges, duties and assets to one (1) or more other Chartered Locals.

1. One or more Chartered Locals must be willing to transfer.

2. Another Chartered Local or Locals must be willing to receive the Local.
3. The Local wishing to merge must call a meeting for the purpose of merger and transfer. Notice must be given of this meeting. At the meeting a motion is made to "merge and transfer its jurisdiction, rights, privileges, duties and assets to the transferee". The motion must be passed by a two-thirds (2/3) vote of those present at the meeting. The vote on this motion shall be in accordance with Articles 9 and 14 of the Constitution.
4. A meeting of the receiving Local or Locals must be called for the purpose of approving the merger and transfer. Notice must be given of this meeting. At this meeting a motion is made to "approve the merger and transfer". The motion must be passed by a two-thirds (2/3) vote of those present at the meeting. The vote on this motion shall be in accordance with Articles 9 and 14 of the Constitution.
5. A meeting of both parties is called by the President of each. Two (2) weeks' notice must be given of this meeting. At the meeting a motion is made to approve the merger and transfer.
6. Election for officers of the Chartered Local which has resulted from the merger will be held.
7. The Chartered Local may amend the Bylaws governing the Chartered Local as set out in Appendix "A". The amendments must be approved by the Executive of the United Nurses of Alberta.
8. The merger must be approved by the Executive Board of UNA.
9. Once the Secretary-Treasurer of UNA receives notice and documents pertaining to the merger, a new or amended Charter shall be issued.

BYLAW XV - TRUSTEESHIP

Whenever a Trustee for a Chartered Local has been appointed pursuant to Article 13.05 of the Constitution of UNA, such Trustee shall take over the complete direction, control and supervision of the Chartered Local.

BYLAW XVI

United Nurses of Alberta shall be empowered to negotiate and enter into regional, local or area wide collective bargaining agreements on behalf of the Chartered Local.

BYLAW XVII - AMENDMENTS

The Bylaws of a Chartered Local may be amended only in accordance with Article 13 of the Constitution of the U.N.A.

APPENDIX "B"

Terms of Reference for District Representatives and District Committees

BYLAWS GOVERNING DISTRICTS OF THE UNA

1. Organization of Districts of the U.N.A.

1. The number of Districts and the area covered by each District shall be determined at the Annual General Meeting of the U.N.A.
2. There shall be a committee to administer the affairs of the District. The committee shall be composed of:
 - (a) District Representatives;
 - (b) the President or designate from each Chartered Local in that District and in the case of Local #121, the President or designate of each unit;
 - (c) any member of the District who holds the position of Secretary or Treasurer of the District.
3. In the event that a District Representative should resign, die or otherwise cease to act, a replacement shall be elected at the next District Meeting. The District Chairperson shall appoint a interim District Representative until such meeting. An election shall be held at the next Annual General Meeting in accordance with Article 10.04 or for the unexpired term as appropriate.

4. The District Committee has the power to appoint or elect other members of the District to committees for the purpose of recommending action to the District Committee.
5. The Chairperson and Vice-Chairperson shall be elected by the District Committee at the first District Committee meeting following the Annual General Meeting. The Chairperson and Vice-Chairperson shall each be District Representatives.

The Executive of the District shall consist of the District Representatives and the Secretary and Treasurer or the Secretary-Treasurer of the District.

II. District Representatives

1. Each District Representative must be a member of a Chartered Local in the District she represents.

In the event that a District Representative shall change her place of employment from one (1) District to another or for any reason ceases to qualify for membership in the U.N.A., during her term of office, she shall resign forthwith.

III. Duties of Officers

1. Chairperson

- (a) The District Chairperson shall have the following duties and limitations:
- (i) Call and chair the Executive and district meetings;
 - (ii) Act as ex-officio member of all committees;
 - (iii) In association with Locals in the area, draft an agenda which shall be forwarded with notice of the meetings;
 - (iv) Present the views, concerns and direction of the District at the Executive Board meetings;
 - (v) Appoint interim District Representatives;
 - (vi) In conjunction with the District Treasurer, prepare a District annual budget;
 - (vii) Conduct the business of the District;
 - (viii) Prepare District Reports for Board Meetings and Annual District Report to Annual General Meeting and any further reports deemed necessary by the District Chairperson or the Executive Board.

2. Vice-Chairperson

- (a) The Vice-Chairperson shall carry out duties as assigned by the Chairperson and act in lieu of the Chairperson in her absence.

3. Secretary

- (a) The Secretary shall have the following duties:
- (i) Shall keep a record of all meetings of the District and of all meetings of the Executive;
 - (ii) Shall be responsible for the correspondence of the District;
 - (iii) Shall maintain current phone fan-out lists for the entire District Committee. Such lists shall be forwarded to the members of the District Committee, the Representative for that District on the provincial negotiating committees and the President of U.N.A.;
 - (iv) A copy of the minutes shall be forwarded to the Provincial Office and locals in that District.

4. Treasurer

- (a) The Treasurer shall have the following duties:
- (i) Shall hold the monies of the District in safekeeping and shall keep a record of all financial transactions;
 - (ii) Shall make a financial report at regular meetings of the District and at meetings of the District Executive;

- (iii) In conjunction with the District Chairperson, prepare the annual district budget.
- (iv) Shall present the necessary documentation to the U.N.A. for an Annual Audit at the end of the fiscal year.

IV. Meetings of the Districts of U.N.A.

1. District Committee meetings shall be held at least quarterly.
2. The objectives of such meetings shall be:
 - (a) to increase communications between the locals;
 - (b) to co-ordinate efforts for a common purpose;
 - (c) to act as a liaison between the Chartered Locals and the provincial body.
3. Only District Committee members shall be entitled to vote at the District Meetings.
4. (a) A Special Meeting may be called at any time and place by the Chairperson. The District Committee members shall be given reasonable notice of any such meeting. The purpose of such meeting shall be provided with this notice.
 - (b) A Special Meeting of the District may be called at any time and place at the request in writing of at least one-third (1/3) of the members of the District Committee evidenced by notice in writing by such members and shall be held within forty-five (45) days of the receipt by the Chairperson of any such request. Any such request shall specify the subjects to be considered at such special meeting.
 - (c) At a Special Meeting of the District, for the purpose of making a motion to rescind the election of a District Representative:
 - (i) representation of Locals at such meeting shall be as per Article 8 of the U.N.A. Constitution;
 - (ii) such motion must be passed by a two-thirds (2/3) vote of the voting delegates present and voting at such meeting;
 - (iii) elections for such resultant vacancy shall occur at this Special Meeting. Nominations shall be received from the floor.
 - (d) The business of the District shall be in accordance with the U.N.A. Constitution and its Bylaws and with the U.N.A. Policies.
 - (e) The rules of procedure and order of business governing meetings of the District shall be as outlined in accordance with Article 16 of the U.N.A.'s Constitution.

LONG & SHORT-TERM GOALS OF U.N.A.

Long-Term Goals

A. General

1. All U.N.A. activity shall reflect the universal principles of trade unionism, including co-operation with other Unions.
2. U.N.A. shall maintain the democratic nature of the organization through:
 - (a) open and democratic Annual and Special Meetings with the authority to make major policy decisions;
 - (b) a commitment to openness, cooperation and participation of the membership at every level of the Union structure; and
 - (c) maintenance of open and democratic negotiations and ratification procedures.
3. U.N.A. shall continue to organize all unorganized working nurses in Alberta.
4. Every U.N.A. member shall work in optimal working conditions achieved through a commitment to group bargaining and maintenance of

contractual provisions co-ordinated at the provincial level.

5. There shall be an efficient, effective and well maintained communication network between all levels of the Union structure, including maintenance of a complete and correct phone fan-out system in every District and Local.
6. U.N.A. shall ensure the maintenance of an Emergency Fund.
7. The U.N.A. shall have a financial administrative structure capable of ensuring full value and full accounting for each dollar spent.
8. U.N.A. shall have a capital budget, and shall continue to have an operating budget, both of which shall be consistent with the goals of U.N.A.
9. U.N.A. shall continue to promote publicly legislation and political positions favourable to U.N.A. members and consistent with the goals of U.N.A. in the areas of:
 - (a) negotiations;
 - (b) matters of concern to our members as health care workers; and
 - (c) matters of concern to members as citizens and consumers.

B. Executive Board

1. The Executive Board shall continue to have the commitment, knowledge and authority to manage the business of the U.N.A. in the best interest of the membership.

C. Locals

1. The U.N.A. shall continue to be committed to the principle of member helping member through the development of the local leadership in:
 - (a) processing grievances at the local level;
 - (b) identifying and resolving professional responsibility issues at the local level;
 - (c) identifying and resolving Occupational Health and Safety issues and promoting the health and safety of the local's membership;
 - (d) promoting the principles of trade unionism and U.N.A. among the local's membership.

D. Membership

1. All members shall have knowledge and commitment to the principles of trade unionism with special reference to U.N.A.
2. U.N.A. shall encourage participation by the rank and file membership in U.N.A. affairs.

Short-Term Goals

1. Free collective bargaining for all U.N.A. members.
2. Ensure that all Hospital Locals will have a functional P.R.C. and Health and Safety Committee as per the Hospitals Contract. Monthly minutes shall be sent to Provincial Office.
3. Ensure that Local leadership is processing grievances at the Local level up to Step 3 of the grievance procedure.
4. Ensure participation by rank and file members during negotiations by reinforcement of the process set up for collective bargaining.
5. All Local Executives, Committee members and Ward Reps. shall have the opportunity to attend workshops, as appropriate.
6. (a) Ensure that financial expenditures of U.N.A. reflect the budgetary allotments.
 - (b) Proper documentation of expenditures.
 - (c) Ensure the implementation of a documentation system for expenditures.
7. Development of materials such as political action kits that will assist U.N.A. political action committees to ensure the achievement of Long-term Goal #9 (a).



JANUARY

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 <small>New Year's Day</small>	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17 <small>Alberta Family Day</small>	18	19	20	21	22
23	24	25	26	27	28	29

MARCH

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
		<small>Executive Board Meeting</small>				
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24 <small>Good Friday</small>	25
<small>Easter Sunday</small> 26	27	28	29	30		

MAY

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18 <small>Victoria Day</small>	19	20	21	22	23
24	25	26	27	28	29	30
31		<small>Executive Board Meeting</small>				

JUNE

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

UNA



1992

JULY

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 <small>Canada Day</small>	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3 <small>August Civic Day</small>	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
6	7 <small>Labour Day</small>	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		