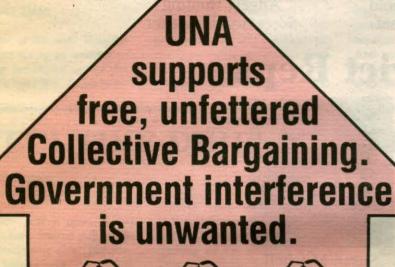
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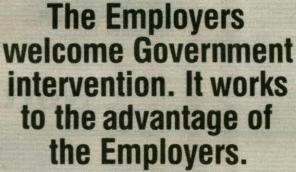
UNITED NURSES OF ALBERTA



January/February 1987









PULSORY ARBITRATIO

UNA OPPOSES COMPULSORY ARBITRATION

Free collective bargaining is a process wherein two parties meet and negotiate a Collective Agreement which defines such things as wages, benefits, schedules, vacation entitlements, seniority, and pensions. One party at the bargaining table is the Employer; the other party is the Union which represents all of the employees to whom the Collective Agreement will apply.

The final agreement is almost always the result of in-going proposals being amended, wording being changed, and compromises being made by both parties. Throughout negotiations each side makes its concessions as a result of its assessments of the seriousness and strength of the other side. Because Employers have traditionally had more power than workers, Unions have had to rely heavily on the right of members to withdraw their labour—to strike to pressure the Employer to move. If the Employer cannot afford a strike, that Employer is more prepared to make concessions, agree to demands, and make compromises. If there is no real strike threat, or if the Employer can afford a strike, there is less reason for the Employer to agree to workers' demands.

In 1983 the Alberta Government passed "Bill 44" which made it illegal for all hospital employees, including nurses, to take strike action, and made it mandatory to go to compulsory arbitration. This was an attempt to rearrange the process of free collective bargaining because it would have reduced the strength of the Union and removed pressure on the Employer

to concede, to compromise, or to amend its positions. In fact, it would have given impetus for the Employer to demand concessions, roll-backs, and take-aways from the workers. But U.N.A. immediately responded to this action by adopting a policy against compulsory arbitration:

"U.N.A. is opposed to any compulsory arbitration legislation. Regardless of any legislation, U.N.A. members alone and not the Government or any other body, shall decide when this Union will strike and when it will not."

The current Labour Relations Act demands that in cases where the two parties, for example, U.N.A. and the Alberta Hospital Association, bargain to an impasse and bargaining breaks off, all unresolved items are to be submitted to an Arbitration Board. The Arbitration Board decides what contract shall result and the decision is binding upon both parties. The Arbitration Board is restricted by the Labour Relations Act to make its decision within very restrictive guidelines concerning wages and benefits, employment levels, opportunity for employment, and government fiscal policies. U.N.A. has consistently opposed this process.

In 1983 U.N.A. did not participate in Compulsory Arbitration. In fact the 1984-85 Hospital Contract was settled in negotiations without even a strike vote. The 1986-87 Hospital Contract was also settled in negotiations, but two strike votes were taken before a settlement was reached. Thus, since 1983 U.N.A. has consistently

maintained its position of nonparticipation in compulsory arbitration and has reached settlements through free collective bargaining.

In commenting upon U.N.A.'s reasons for non-participation in compulsory arbitration, U.N.A. President Margaret Ethier said:

"People, including nurses, join trade unions in order to have a say in their working conditions and wages. Collective Bargaining means to make a bargain between the employees and the employers. In exchange for doing the work of the employer, the employer provides the employees with fair wages, proper working conditions and respect. If the employer refuses to meet its part of the bargain, the employees refuse to meet their part of the

Compulsory Arbitration, of course, requires that the employees meet their part of the bargain by continuing to do the work of the employer even if the employer refuses to meet its part of the bargain by providing fair working conditions and wages. Further, it stipulates that somebody else-not the employers and not employeeswill decide the working conditions and wages. U.N.A. members believe that the two parties-the hospitals and nurses-are the ones who have to live with the results of the decisions on a day to day basis. The members thought it would be completely illogical and unfair to expect

employees to meet their part of the bargain when the employer refuses to meet its part of the bargain.

We formed United Nurses of Alberta because we were tired of everyone else telling us how nurses should think, act, or feel, and tired of other people deciding our working conditions and wages."

In 1985, U.N.A. delegates to th Annual Meeting voted to appl this policy rejecting compulsor arbitration to all U.N.A

"U.N.A. is opposed to any compulsory arbitration legislation. Regardless of any legislation, U.N.A. members alone, and not the Government or any other body, shall decide when this Union will strike and when it will not.

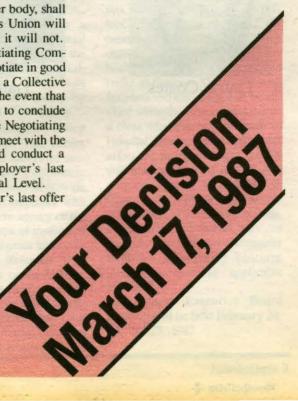
U.N.A. Negotiating Committees will negotiate in good faith to conclude a Collective Agreement. In the event that it is not possible to conclude a settlement, the Negotiating Committee will meet with the membership, and conduct a vote on the employer's last offer at the Local Level.

If the employer's last offer

is accepted, it will form a basis of a new Collective Agreement. If the employer's last offer is rejected, U.N.A. will not participate in arbitration.'

In 1986 delegates to the Annual Meeting once again rejected U.N.A. participation in compulsory arbitration and then passed a motion that this policy of noncooperation be put to a ratification vote of the members at each Local.

This ratification vote will take place on March 17, 1987, in each Local. We urge you to make sure that all members exercise their right to participate in decisionmaking and vote on this very important issue.



UNA EXECUTIVE BOARD 1986-87

Executive Officers



Margaret Ethier President



Barbara Diepold Vice-President



Angela Bunting Secretary-Treasurer

North District Reps



Diane Burlock



Susan Mitchell

North Central District Reps



Carmelita Soliman



Heather Malloy



Gerry Cook



Lena Clarke



Debra Ransom

Central District Reps



Nora Spencer



Diane Miedema

South Central District Reps



Laurie Coates



Dale Fior



Glen Fraser



Judith Ford



Lore Shymanski

South District Reps



Mary Kennes



Diane Poynter

WHY TURN THE CLOCK BACK?



by Margaret Ethier President

Last year, at this time, Hospital nurses were voting on whether to take strike action, or accept the employer's last offer. Tough decisions to make. But we have been making these decisions since we organized into a trade union in

In 1977, 1980, and 1982, we refused to accept the employer's last offer and went on strike. We made some significant gains in wages and working conditions in our contracts in those years and those were improvements that the employer/government refused to agree to until we went on strike.

In 1979, 1984, and 1986, we did not go on strike. We ended up agreeing to the employer's last offer which resulted in little improvements to the contract, including no wage increase or wage increases that fell below the cost of living—and in 1986 agreeing to the employer's last offer also meant agreeing to take-aways to our contract.

Going on strike involves a certain amount of risk taking. We don't know if we're going to win the strike. We lose money, the public dumps on us and calls us money grubbing greedy nurses; and, since 1983, it is now illegal to go on strike.

Accepting the employer's offer is no picnic either. We lose a little respect for ourselves, everytime we don't stand up for ourselves and everytime we take less for ourselves or lower our expectations because we want to avoid conflict. And everytime we lose a little respect for ourselves, the employer/government also loses a

little respect for us. This is reflected in the employer's attitude towards nurses at work and reflected in the employer/government's attitude of contempt for nurses at the bargaining table.

Go on strike? Accept the employer's last offer? Neither decision is perfect and we know that with either decision we have to be prepared to live with the results of our decision but at least we are the ones making the decisions. That is why we formed this Union in the first place—in order to have some input into our working conditions and wages and some control over over lives.

Why on earth would we want anybody else making those decisions for us—through the process of compulsory arbitration? We formed United Nurses of Alberta because we were tired of having others tell us how a nurse should think, act and feel, and tired of others deciding for us what our working conditions and wages should be.

Trade unionism requires participation, support; and conflict and confrontation are a natural part of the process of trying to achieve a balance of power between the employees and the employers.

We can avoid that conflict and can avoid the accountability for our own decisions by abdicating that responsibility to an arbitrator. But we wouldn't be a trade union—we'd be an association. If we wanted to be just an association, why didn't we stay with the A.A.R.N. doing our bargaining? Why turn the clock back?

EXECUTIVE DIRECTOR'S REPORT

by Wendy Danson Executive Director

The new year is upon us and seems to have entered Alberta in an econmoic nose dive. The Provincial Government greeted us with tidings of 3% cuts to hospitals for the coming fiscal year. Members in our Health Units have been told of cut backs to their organizations' budgets. Residents in nursing homes are subject to rate increases to keep their employers operating.

While the news is somewhat depressing, the situation for nurses may not be as bleak. The Alberta economy generally is in a depressed mood but the "nursing industry" itself is not. Aside from some of the smaller urban centres in the Province, there are vacancies for nurses across Alberta.

The talk from hospitals has been geared towards bed closures, hiring freezes, reduction of staff through attrition (this means by not filling currently vacant positions), and in some cases through layoffs.

More than one Edmonton U.N.A. Local has been approached by its employer requesting a reopening of the contract with a view to freezing the paltry 1987 wage increase. You can all guess their reaction to this.

However, it appears that the Provincial Government, the A.H.A., and each of your employers do expect nurses to help bail the government out of its serious debt situation. The problem was not caused by Nurses: The solutions lie far beyond the nurses' control. But what you can control is HOW cutbacks are applied to nurses. The answers lie in the lay-off provisions of the Collective Agreements. These provisions exist exactly for times such as the present. Be sure to insist on their strict adherence.

As well, members should be reminded of U.N.A.'s policy on layoffs: The key points to remember are:

"1. Any layoff must result from a necessity to reduce the working force (i.e. the closure of beds).

Layoffs must be in accordance with seniority (subject to the conditions outlined in section 15.03 of the Provincial Agreement).

 U.N.A. will not consider any contract concessions or alterations to prevent layoffs."

On a change of note, the next few months will be very busy at U.N.A. Several of our Locals are either in negotiations now or will have entered negotiations in the next month. These Locals are:

- Edmonton Red Cross Blood Transfusion Service, Local #155
- Jubilee Nursing Home, Local #157
- Victorian Order of Nurses, Local #61
- Extendicare Nursing Home, Local #117
- 8 Health Unit Locals.

While members in our hospital Locals can rest easily not being on the firing line at this time, we must all make every effort to support



those of our members in negotiations from the non-hospital bargaining groups.

One further matter that will affect all members of U.N.A. is the vote on the policy concerning non-participation in compulsory arbitration which will be held March 17, 1987. The members of U.N.A. have a rare opportunity at this time to provide direct input into, not only the U.N.A.'s policy on compulsory arabitration, but also the future direction of the United Nurses of Alberta.

The U.N.A. is about to celebrate it's 10th Anniversary, yet is still a very young organization within the trade union movement. Reflecting

on these first 10 years one remembers the conflicts, confrontations and strikes that the members of U.N.A. had to endure to reach the level of benefits and representation that members enjoy today.

The vote on the issue of compulsory arbitration will define for U.N.A. the direction the organization and its members will take over the coming several years. The challenge facing the members at this time is to reflect on the policies and directions of the U.N.A. particularly as they relate to the policy on compulsory arbitration and to assess whether these policies continue to assist the members to fulfill the goals of the organization. The pros and cons of compulsory arbitration are discussed elsewhere in the bulletin and members are urged to read these very carefully.

Your vote on March 17, 1987 provides the U.N.A.'s leadership with your position as to the future direction of your union. Please be sure to take the crucial few moments necessary to become informed of the issue at hand and to vote.

SYNOPSIS OF NOVEMBER EXECUTIVE BOARD



by Barbara Diepold, Vice-President

The November Executive Board Meeting was conducted at U.N.A.'s Provincial Office—November 25-28, 1986. This was the first Board Meeting following the Annual Meeting and the Board welcomed two new members, Judith Ford of South Central District and Diane Poynter of South District. This was also the first Board Meeting for Angela Bunting in her new capacity as U.N.A.'s Secretary/Treasurer. As well, there were six observers in attendance.

As is usual practice at the first Board Meeting following the Annual Meeting, the selection of members for the Standing Committees and Ad-Hoc Committees took place. Health & Safety remains as an Ad-Hoc Committee.

Delegates at U.N.A.'s 1986 Annual Meeting passed a motion that U.N.A. is opposed to any Compulsory Arbitration Legislation with a Ratification Vote to be conducted at each Local in accordance with Article 9 of U.N.A.'s Constitution prior to the next Hospital Demand Setting Meeting. to be determined by the Executive Board. The Board has determined that March 17, 1987, shall be the date for the Ratification Vote and further that the Ballots shall read: "Do you agree with the 1986 Annual Meeting Policy on 'Non-participation' in Compulsory Arbitration?" A Policy was developed in regards to Voluntary Arbitration which states: "U.N.A. is opposed to participation in Voluntary Arbitration". This issue was debated at great length by the Board and the rationale provided in regards to this Policy is contained within the November Executive Board Minutes.

In future, Registration Desks at Delegate Meetings shall contain only material which has been approved by the Credentials Chairperson. This will allow the registration process to take place in an expeditious manner and yet permit pertinent material to be handed out as necessary by the Credentials Committee. Ballots which are necessary for elections shall now be kept separate and will be handed out at the time of the election upon presentation of U.N.A. membership cards and the red voting I.D. card.

The Annual U.N.A. Calendar will not be available in 1987; however, the Board supported the concept of the development of a Bargaining Newsletter based on the format of the Grievance Newsbulletin. The revised pamphlet "A Union for Nurses" is to be printed as there has been a demonstrated need for such. The February issue of the Newsbulletin will contain articles regarding Compulsory Arbitration for membership information prior to the March 17, 1987, Ratification Vote.

Requests for funding in 1987 will not be considered by the Executive Board except as they relate to the following priorities:

- sufficient funds to enable the negotiations of improved contracts for the members.
- sufficient funds to enable the members to maintain the provisions of their contract.

iii. sufficient funds to enable the members to make their own decisions and run the affairs of U.N.A.

Areas where funding was identified as necessary, as well as clarification of the event to be funded, fell within the above priorities and were granted.

The Executive Director is to investigate the extent of the problem regarding concerns specific to R.P.N.'s and Mental Health Workers who are U.N.A. members. This arises from a motion passed at the Annual Meeting. Special Meetings of the U.N.A. shall be held in either Edmonton or Calgary as this was determined to be cost effective for one-day meetings if necessary.

U.N.A. has developed a policy on Contracting Out. This occurs when the employer enlists the services of another agency (Comcare or a Nursing Registry) to provide employees for the employer who are paid either by the agency or the Hospital. Regardless of method of payment, if these nurses are working within the Hospitals they become members of the U.N.A. bargaining unit and are entitled to the coverage and benefits of the Collective Agreement and must pay dues. Should Locals be aware of instances where nurses are hired to work in the hospital and are not being covered by the Collective Agreement, a Policy Grievance should be filed as a violation of Article 3, Recognition and Article 5, Dues Deductions. The employee may also file a grievance as to incorrect wages and other entitlements in the Agreement if necessary. As these nurses fall within the definition of the employees in U.N.A.'s bargaining unit within the hospitals contract, this would allow dues to be collected as well as providing the benefits of the contract. The Policy dealing with Lay-offs and Cutbacks in Hospitals was amended (refer to General XIV of General Policies) and the Local will be advised when the Government makes it clear what cuts will be made in Hospital Services as generally, cuts affect the staffing budget. Locals will also be advised of U.N.A.'s position relating to cutbacks in Community Nursing when we are made aware of the cuts which may, be made in the Social Services budget. The Secretary/Treasurer shall be investigating concerns identified regarding applicable Pensions.

The next Executive Board meeting will be held February 24, 25, 26, 27, 1987.

UNA

If you agree with the 1986 Annual Meeting Policy you are supporting free collective bargaining. UNA Negotiating Committees will continue to meet Employers at the bargaining table knowing that nurses alone will make decisions about their wages and working conditions.

UNA has developed a long process which allows and encourages every member and every Local to put forward what she/they want in a new Collective Agreement. Local meetings address and vote on the individual Articles in the Agreement and each Local submits its list of demands to the Negotiating Committee. This Committee compiles the lists and sends the resulting package back to the Locals along with the Negotiating Committee's recommendations. The Locals then send delegates to a demand-setting meeting where the Negotiating Committee recommends its set of proposed demands. Delegates are free to make changes to these recommended demands but all changes must be based upon the package of compiled demands from Locals. In other words, only demands which have come from Locals are allowed to be put forward as alternatives or amendments to the Negotiating Committee's recommended proposals. Each Article of the Collective Agreement is thoroughly discussed and voted on at the demand-setting meeting. The final package of demands which comes from this meeting is then sent back to the Locals for ratification. Once ratified by the Locals this package becomes UNA's in-going position at the bargaining table.

As negotiations proceed, the UNA Negotiating Committee bargains from the positions given to it by the mem-

1986 Annual Meeting Polic on Compulsory Arbitration

"U.N.A. is oposed to any compulsory arbitration legislation. Regardless of any legislation, U.N.A. members alone, and not the government or any other body, will decide when this Union will strike and when it will not.

U.N.A.'s Negotiating Committee will negotiate in good faith to conclude a Collective Agreement. In the event that it is not possible to conclude a settlement, the Negotiating Committee will meet with the membership and the Negotiating Committee will recommend strike action. If the Committee's recommendation is accepted a strike vote shall be conducted in the Local.

bers. At least once during negotiations a reporting meeting is held wherein the Negotiating Committee reports to Local delegates on the progress of bargaining and may make recommendations and/or seek direction from the delegates. If the Employer makes an offer of settlement, this is brought back to UNA members through phone fan-outs, meetings, mailings, and Newsbulletin articles. At each step of bargaining, UNA members are consulted and asked to make decisions.

If bargaining reaches an impasse and it is not possible for a Negotiating Committee to conclude a Collective Agreement, they will meet with the UNA membership and recommend either acceptance of the Employer's last offer or strike action to force the Employer to improve the offer. If the delegates accept the recommendation to strike then a strike vote is held in all the Locals in group bargaining. If strike action is rejected by the membership then the Negotiating Committee is mandated to go to the bargaining table and accept the Employer's last offer. This offer forms the basis of a new Collective Agreement, which is then put before each Local for ratification. If strike action is accepted, all UNA Locals go on strike in an attempt to force an improved offer from the Employer. Such an improved offer must also go to the Locals for ratification.

This is free collective bargaining, and it allows members of UNA to make decisions at every point of the process about what they will work for and what they will

If strike action is rejected, the Employer's last offer will form the basis of the new Collective Agreement. U.N.A. will not participate in Compulsory Arbitration."

On March 17, 1987, you will be asked to agree or disagree with this policy. The ballot will read

Do you agree with the 1986 Annual Meeting Policy of non-participation in Compulsory Arbitration?

Yes

No

If you disagree with the 1986 Annual Meeting Policy you are accepting compulsory arbitration. When UNA Negotiating Committees bargain in good faith but cannot conlude a settlement bargaining is broken off. The UNA Negotiating Committee and/ or the Employer makes a request for the establishment of a Compulsory Arbitration Board to the Director of Mediation Services who appoints a mediator and gives the mediator the request for the establishment of a Compulstory Arbitration Board. The mediator then has 14 days to endeavour to effect a settlement. If this is not possible the mediator then lists all settled items and all items still in dispute and forwards these to the Minister of Labour along with the request for a Compulsory Arbitration Board. The Minister may then either direct the parties to continue bargaining or may establish a Compulsory Arbitration Board. If the Minister of Labour decides to establish a Board he notifies the parties and each party has 10 days to appoint a nominee. Within 10 days of being appointed, the 2 nominees must agree on the appointment of a Chairman. If either party fails to appoint a nominee the Minister of Labour may appoint a nominee to represent the party. If the 2 nominees cannot agree on a Chairman, the Minister of Labour may appoint the Chairman. Remuneration and expenses of the nominees are paid for by the appointing party; remuneration and

expenses of the Chairman or a person appointed by the Minister are paid for by the Government.

ARBITRATOR

The issues in dispute are given to the Board and it endeavours to effect a settlement. If such is not possible, the Board decides on a method of settlement. But in making its decision a Compulsory Arbitration Board is restricted through the Labour Relations Act by such specifics as the best interest of the public; the level of wages and benefits in the private and public sectors and amongst unionized and non-unionized employees; employment levels and incidence of layoffs; incidence of part-time employment; opportunity for employment; and Government fiscal policies. The Labour Relations Act states that the Board must make its award within 20 days. However, unions in Alberta have frequently had to wait six months to a year or longer for such an award.

When the award of the Compulsory Arbitration Board is given to the parties it is binding on both parties. There is no ratification vote, because the award is not subject to acceptance or rejection. If the Board cannot unanimously agree on an award, or if even a majority cannot agree, the award of the Chairman is the final and binding award. The terms of the award are included in the Collective Agreement. Such a Collective Agreement is binding on all parties.

Many public sector unions in Canada have had the experience of compulsory arbitration—some by choice and others by legislative coercion. To understand fully the experience of these unions it would be necessary to know the details of each work situation, the details of negotiations, and the specific political and economic climates within which compulsory arbitration took place. Nevertheless some general statements can be made about different union's experience with compulsory arbitration.

A number of descriptive phrases are used to describe the effects of the arbitration process:

- "the narcotic effect"-the ad-

dictive use of arbitration allows

both union leadership and the employers to blame a third party for all the difficult and disagreeable decisions. Both parties at the bargaining table can become addicted to the political protection provided by compulsory arbitration. So too, the government can avoid any direct responsibility for the

"the chilling effect"-both parties submit more and more to the arbitration process and bargain less and less. This protects them against any political backlash and both parties remain entrenched in their ingoing positions so as to provide the arbitration board with a

maximum difference-arbitrators traditionally play Soloman and divide down the middle. "polycentricity" — complex

questions about working conditions which only the parties understand are submitted to arbitrators who are ill-equipped to understand the complex issues. The Susan Nelles situation, while not an arbitration, serves to illustrate this point. Throughout the inquiry into the Toronto Sick Children's Hospital, Mr. Justice Grange laboured under the impression that a "one-to-one" nursing situation meant that a single nurse dealt with a single patient for an entire shift-no coffee

breaks, no meal periods, no physical separation from the patient. In his understanding Nelles would have to know what had happened to that child during those hours. He did not understand what nurses thoroughly understand. So too, arbitrators are not necessarily acquainted with complex working conditions. One Ontario arbitrator heard a witness' evidence about "light house keeping" and thought the witness was talking about light house-keeping rather than light-

house keeping. "the betrayal factor"-unions submit willingly or under duress to compulsory arbitra-

such a process is generous. Union members have avoided the difficult process of strike and are pleased with the outcome of arbitration. They are then favourably prone to submit to future arbitration procedures and lose their willingness to consider a strike option. Ensuing awards then become less and less satisfactory to the workers but it becomes difficult to re-gain momentum for strike action.

"the delay factor"—arbitration procedures are long and costly. Awards come out one, two, and even three years after the expiry of a Collective Agree-

are awaiting the settlement of contracts covering time worked in 1984 or earlier. This leaves the union in a difficult position as to what are the real wages and conditions of work and what improvements are

needed. The Alberta Union of Provincial Employees has had considerable experience with compulsory arbitration. Pat Wocknitz, an AUPE vice-president, says that in their last master agreement they had concessions imposed by the arbitrator. The appointment of the Chairman of the Arbitration Board is done by the government—the employer—so fairness and impartiality are unlikely. Pat says that the first time AUPE went to arbitration they received a good settle-

imposed. AUPE has often been more than two years behind in receiving arbitration awards.

The 1965 Hospital Labour Disputes Arbitration Act in Ontario came into effect just as nurses in Ontario were beginning to engage in collective bargaining. This Arbitration Act mandates compulsory arbitration as the process of disputes resolution, and Ontario nurses, therefore, have experienced the arbitration process as a fact of life in their negotiations. ONA has frequently questioned the validity of compulsory arbitration as a fair substitute for strike action. Arbitration awards made in the "public interest" cannot, according to ONA, mean a continuation of services and dollar-saving for the public purse.

double jeopardy by a government which removes their right to strike and subsidizes the cost of services through poor arbitration awards.

From 1965-70 the awards given to ONA were less than startling. The wage increases were seldom above those suggested by the employer. And it was evident that the arbitrators lacked understanding of the problems faced by the

The more frequently the arbitration process was used the more disenchanted the nurses became. Time lags increased and added to the frustration of unsatisfactory awards. Issues of real concern to nurses were not adequately addressed by arbitrators, if address-

In 1974 only a threat of strike

notice by nurses forced the employers to concede to a settlement approximating the wage increase received by CUPE hospital employees. An added gain in this settlement was the agreement of the parties to engage in province-

wide bargaining From 1976 to 1987 futile and frustrating attempts at central bargaining have resulted in tedious, frustrating, lengthy, and costly negotiations which have led to numerous arbitration hearings, the awards of which have been delayed, adding to the frustration. In 1979-80 ONA was involved in 45 interest arbitration hearings. Delays were built into every step of the process—setting up Boards, holding hearings, and receiving

in compulsory arbitration that they find themselves repeatedly struggled with the negative aspects of this

Other Unions like the firefighters and police are more satisfied with compulsory arbitration, but are quick to point out that their option to choose illegal strike action has the added reality that the government could use the military to replace them, thus negating strike effectiveness. For them compulsory arbitration seems to provide potentially better

Thus different public sector unions have different experiences with compulsory arbitration, but. for all these unions there are definite and specific problems with this form of dispute resolution.

NEGOTIATIONS FIGHT BACK

Nursing Home Negotiations

by David Thomson, ERO

Notice to bargain has been served by U.N.A. Local #117 on Extendicare (North) Ltd. The first negotiations are scheduled for March 6 and March 13 in Edmonton. Local #117 will be having its first demand-setting meeting January 26. President Pat Slinger says the members of U.N.A. Local #117 are looking forward to a satisfactory settlement prior to the March 31 expiry date of the current Agreement.

U.N.A. Local #157 at Jubilee Nursing Home continues to experience some of the toughest and least productive negotiations ever encountered by U.N.A. This is the result of trying to bargain with an employer who believes "Maybe Nurses should pay us for the privilege of being able to work here," and have told us that "You're just wasting my goddamn time." Despite the stalling tactics and, at times abusive and provocative behaviour of the employer's committee, some very small progress is being made. Given the uncooperative and obstructive approach taken by the employer, it appears doubtful that a satisfactory agreement can be achieved without some sort of job action. President Jean Paterson reports that the members of Local #157 solidly support the position of the negotiating team and are still hopeful of bringing the working conditions of nurses at the Jubilee Lodge Nursing Home up to the level enjoyed by other nurses in the United Nurses of Alberta.

These members of U.N.A. Local #157 deserve the suport and encouragement of other U.N.A. members in their fight to reduce the gap in compensation between most U.N.A. members and Local #157 which by the employer's own admission is over fifty-five percent.

VON Negotiations

by Lesley Haag, ERO

Notice to Bargain was served by Local #61 upon the Victorian Order of Nurses, Edmonton Branch, on January 13, 1987. The U.N.A. Negotiating Committee, comprised of Nancy Stewart and Marilyn Maertens-Poole, will exchange proposals with the V.O.N. on March 11, 1987. Barbara Surdykowski, Employment Relations Officer, will be spokesperson for the Committee.

Red Cross Negotiations

by Lesley Haag, ERO

Considerable progress was made during three days of negotiations between U.N.A. Local #155 and the Canadian Red Cross Society-Edmonton Centre. Negotiations began December 15, 1986 and continued on January 14 and 15, 1987. The Negotiating Committee is optimistic that the majority of outstanding issues will be resolved in the next round of bargaining, which will commence on February 9, 1987.

The members of the Committee are Glenda Cunningham, Chairperson, and Bonnie Grzesiak. Barbara Surdykowski, Employment Relations Officer (Lesley Haag in Surdykowski's absence), is the spokesperson for the Committee.

Newsbulletin 6

Health Unit **Negotiations**

by Wendy Danson, Executive Director

U.N.A. now represents members in the following eight Health Units across the province:

Local #42, Vegreville Health Unit, Local #88, Minburn-Vermilion Health Unit, Local #89, City of Lethbridge Health Unit, Local #90, Leduc-Strathcona Health Unit, Local #97, Wetoka Health Unit, Local #98, Alberta West Central Health Unit, Local #114, North Eastern Alberta Health Unit, Local #126, Big Country Health Unit.

Representatives of these Health Units Locals met in a demandsetting meeting in November, 1986, establishing their in-going proposals for bargaining. Notices to enter into collective bargaining have now been served on each of the employers involved. The U.N.A. Negotiating Committee exchanged proposals with H.U.A.A. on February 6, 1987. H.U.A.A. represents seven Health Unit employers (Alberta West Central bargains separately). H.U.A.A.'s in-going proposals are for a 3%-6% cut across the board. Updates on the progress of negotiations will be coming out on a regular basis.

These negotiations will be very important for U.N.A.'s Health Unit Locals as they are the first negotiations following the 9 month long strike of Health Unit members which ended only one year ago.

Members are confident and strong entering this set of negotiations.

The Negotiating Committee is as follows:



Cathy McDermott, Chairperson Community Health Nurse, Vegreville Health Unit



Arleen Rude, Community Health Nurse, Minburn-Vermilion Health



Lynn Williams, Home Care Nurse, Leduc-Strathcona Health



Wendy Danson, Chief Negotiator.



CASUAL TREA

By Michael Mearns

A recent arbitration decision at Fort Macleod involving a lay-off illustrates the danger of ignoring important provisions of the Hospital Collective Agreement. The employer laid off the least senior nurse, a full time employee, in order to effect Government imposed reductions. Although the

full time worker was laid off, casual workers continued to be scheduled six weeks in advance, thus violating Article 30.05 (a) of the Collective Agreement. Had the Local grieved the greater than 7 day advanced scheduling, the practice may have been squelched and the lay-off avoided. As it was the arbitrator acknowledged that the violation had become a con-

doned custom. The lay-off was found to be proper. The savings to the employer by staffing on a regular basis with casuals was obvious: no benefits, minimal commitment and flexible staffing at the whim of the employer. The answer is a policy grievance as early as possible when casuals are scheduled more than 7 days in advance.

WHEN CAN A CASUAL CANCEL?

by Michael Mearns

An arbitration board was asked to decide if dismissal is the appropriate discipline for a casual employee who cancels shifts that she had agreed to work. The Board decided that dismissal without progressive discipline was inappropriate in the circumstances.

The employer is obliged to draw to the attention of the employee its dissatisfaction with her action. In this case the employer did not do so. What was distressing in the decision was the chairman's agreement that the employer could determine what was a "valid reason" for the shift cancellation. The chairman also urged on the

employee "a more co-operative attitude" and an admonition to pull "her share of the load". Casuals may wish to question as to whether employers must give a "valid reason" for cancelling shifts previously scheduled. Also what is a casual's "share of the load"?



RPN's & Mental Health Workers

* In response to a motion passed at the 1986 Annual General Meeting, United Nurses of Alberta is requesting input from members who are either registered psychiatric nurses or mental health workers. If you have concerns that pertain to your classification, job security of matters involving specifically your position and the collective agreement, please write to:

Mike Mearns Employment Relations Officer United Nurses of Alberta Suite 206, 609 - 14th Street N.W. Calgary, Alberta

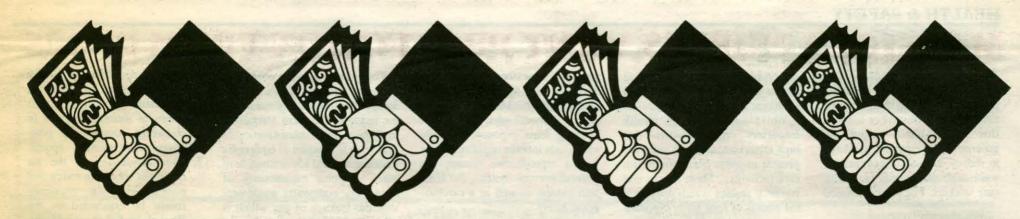
Staff Changes

The past few months have seen many staff changes at U.N.A. Cheri Farmer, receptionist-secretary in the Calgary office resigned in December. Cheri has done a remarkable job for U.N.A. in Calgary and is greatly appreciated by U.N.A. members in the southern part of the province who, have always been warmly and efficiently served by Cheri. She is being replaced by Kate Locking who will undoubtedly continue the good work done by Cheri.

The Edmonton office has also had a number of changes recently. Sylvie Gill has moved from the Word-Processing Secretary job to that of Executive Secretary to the Executive Director. Shelley Hodgson, the receptionist at the Provincial Office resigned in January and has been replaced by Louise Dupuis. Carol Amelia, Word-Processing Secretary, left U.N.A. in December and her job has been filled by Corinne Eklund. Carol has joined Chris Rawson working over at the New Democrat office at the Legislature. Both Shelley and Carol worked efficiently and loyally for U.N.A. and we wish them well in their new work.

U.N.A. welcomes Corinne, Louise, and Kate, and wishes them and Sylvie every success in their new jobs.

Marilyn Vavasour, Employment Relations Officer, is back in the Calgary office after her maternity leave. In Marilyn's case it was time off both to have a baby, Caitlin, and to build and move into a new house. Work may be somewhat of a rest for Marilyn! Marilyn's return to U.N.A. was the completion of David Harrigan's temporary position as an E.R.O. David did an admirable job replacing during Marilyn's leave and all of us were sorry to see him leave the U.N.A. staff. Special thanks to you, David, for the tremendous work you did.



PENSION INFORMATION FOR HOSPITAL NURSES

What is a Pension Plan?

A way to make provision in advance for a permanent income to be paid when it becomes desireable or necessary to retire from actively earning a salary. Who can Participate in the **Local Authorities Pension Plan** (LAPP)?

Participation is mandatory for all regular employees working an average of 30 hours per week. Part time employees who work an average of 15 hours per week may also participate, but must request to be enrolled by the employer.

(See article 29 of your collective agreement AND refer to the LAPP Participant Handbook)

How do you Contribute?

Your employer will deduct contributions from each paycheque. The employee and employer contributions are forwarded to the Alberta Treasury Payroll and Pensions. A separate account is established for each employee based on your social insurance

How much do you Contribute?

A specific formula is stated in the Employees Handbook, the amount you will contribute in 1987 is 4.025% of your basic salary to the year's maximum pensionable earnings (YMPE) under the Canada Pension Plan. (The level of the YMPE is adjusted annually, for 1986 it was \$25,800). You will further contribute 5.75% for that portion of your salary which is over the YMPE.

Therefore you will pay 4.025% up to the YMPE and 5.75% for salary over the YMPE.

How much does your employer contribute?

The Employer contribution on your behalf is set a 1% HIGHER than the rate of your contributions.

Therefore the employer will pay 5.025% up to the YMPE and 6.75% for salary over the YMPE.

The contributions are registered to your specific account PLUS 4% interest compounded semiannually.

When must you join the plan?

Employers require you to serve a qualifying period of up to one year, then employees working 30 hours per week are automatically enrolled. You are only required to serve this qualifying period of up to one year once, this includes previous employment with the current or any other employer who participates in the LAPP.

*Employees who are new to the province should check the for reciprocal guidelines agreements.

Can you buy back your qualifying period?

YES! It is important to

remember that you can purchase or "buy back" this service and have it credited to your pension account, but if you make application within five years of commencing your employment with the employer where you served the qualifying period, BUT you should make application to do so within five years of commencing your employment, and provided you are still with the employer where you served your qualifying period, you will only be required to pay the employee portion plus 4% interest. If you wait beyond the five years, or change employers without ensuring that this year has been paid back you will have to pay the employee and employer portions and 4% interest on both!

What happens when you resign?

It is not in your best interest to withdraw from the plan. You will not receive the employer portion

of the contributions, you will be entitled only to your portion of the contributions plus 4% interest. You will also be taxed on this amount, unless the monies are transferred to another pension plan or R.R.S.P.

When can you get more information?

Your employer should be able to provide you with the Participant Handbook, and usually each hospital Personnel Department has an individual responsibility for administering employee pension

Further inquiries can be refer-

Alberta Treasury Payroll and Pensions 12th Floor Centre West 10035 - 108 St. Edmonton, Alberta T5J 3G5 Phone: (403) 427-2782

APPEALS AND ADVICE ON PENSION MATTERS

The Alberta Government Pensions Board has asked UNA to publish the following article on the role of the Pension Board in the handling of appeals re Local Authorities Pension Plan. If you have questions regarding your LAPP or wish to appeal a Board decision contact you Employment Relations Officer at the UNA Calgary or Edmonton office.

When the new pension legislation came into effect on November 1, 1985, a new type of Pension Board was introduced. The Board, representing the employees, employers and government, now acts as a tribunal to hear appeals against decisions of the Minister that are appealed by parties who feel aggrieved by such decisions. The Boards also provides advice to the Minister on all pension matters.

It is important, when dealing with government departments, that the citizens have an independent appeal mechanism available to them. Alberta led Canada when it introduced the Ombusdman's Act in July, 1967. However, there are times when it is necessary that an individual have his case reviewed in more detail and by persons with more knowledge in the specific discipline of the dispute. The Pension Board has been established to meet this need for members of the pension plan. It provides an independent review at little expense (financially or in terms of time) to the appellant. The goal of the Board is to provide a quick and inexpensive resolution of a dispute that has arisen in the administration of the pension plan. The process is simple and the Board has the authority to confirm, vary, or vacate the decision made.

Acting on behalf of the Minister, Payroll and Pensions Division of Alberta Treasury reviews cases and makes decisions. If you are aggrieved by their decision, you may file an appeal against that decision. However, before you do so it is advisable to contact a pension counsellor at Payroll and Pensions Division in an attempt to resolve the matter.

An appeal is filed by submitting a completed NOTICE OF AP-PEAL form to the Pension Board, within 30 days of being notified in writing of the decision being appealed. The Board has authority to accept, where circumstances warrant, appeals filed after the 30-day period. NOTICE OF APPEAL forms and an appeal process brochure normally accompany negative decisions by the pension administration; otherwise they may be obtained from:

The Office of the Chairman Government Pension Boards 12th Floor Legislature Annex 9718 - 107 Street Edmonton, Alberta

T5K 1E4 Phone 427-7105

Upon reciept of a completed NOTICE OF APPEAL form by the Pension Board, the case is assigned to a Pension Appeals Officer who investigates and prepares the Board for consideration. (When the Officer is able to assist in resolving the matter prior to the hearing he does so.) From the point of filing an appeal, your contact should be with the Board officials. The Pension Appeals Officer provides further assistance to ensure the matter is properly documented and presented to the Pension Board.

The "hearing" may be conducted on the basis of written evidence alone. There is no requirement for you to appear at the hearing. However, there is provision for you, Payroll and Pensions, and other affected parties to appear or to be respresented before the Board. If you wish, you may be represented by a solicitor, union or other representative. Where there is representation requested, all parties are advised, to allow them to be represented as well, if they so wish.

Approximately 10 days prior to the hearing date, a copy of the relevant material (as it will appear on the agenda for the Board) is forwarded to the appellant and other parties who have material interest in the outcome of the

The Board will make its decision on the basis of the evidence presented at the hearing.

Shortly after the hearing, the Chairman of the Pension Board communicates the decision, along with the reasons for the decision, to the appellant.

Should an appellant disagree with a decision of the Pension Board, on the basis of a question of law or jurisdiction, the matter may be appealed to the Court of Queen's Bench, within 30 days of the notification of the Board's decision.

What can be appealed?

Any decision affecting your rights under the pension plan, in any of the following areas, with which you do not agree, can be appealed:

- Participation
- Contributions
- Pensionable Service
- Prior Service
- Benefits Retirement
- Disability
- Early Retirement
- Termination - Survivor
- Death-in-service
- · Re-employment of pensioner
- · Identification of Beneficiaries of deceased members/pensioners
- · Determination of "Spouse" Status

The new Act and Regulations also provide for EXTENSIONS OF TIME LIMITS under the plan, on application by a member to the Pension Board. This is to ensure that a person may retain benefits which would have been forfeited or decreased because of failure to meet a time limit as a result of circumstances that import no material fault on the part of the person. It also allows a revised pension choice to be made where the revised choice is deemed to be in the best interest of the recipient or his dependents; or, in certain circumstances, to provide a pension choice which was intended but not so communicated.

Application for extension of a time limit should be submitted in writing, or by a NOTICE OF APPEAL form, to the Pension Board. The procedure followed is essentially the same as that for an appeal.

Legislation provides that the Board may advise the Minister on all matters pertaining to the pension plan. Where individuals or organizations have submissions they wish to present to the Board, it may be done by submitting the presentation in writing to the Chairman. If an appearance before the Board is requested to present the paper, arrangements should be made by contacting the staff of the Chairman's office at the above address.

December 4, 1986

Ms. Trudy Richardson Editor, U.N.A.'s Newsbulletin Re: November/December Issue of Newsbulletin

I thought the "Annual Meeting Highlights' provided good coverage of the Annual Meeting. However, there were a few errors

in the reporting under the heading "1986/1987 Budgets":

RE: "The 1987 budget was tabled by the Secretary/Treasurer and Finance Committee was a deficit budget. The amended budget tabled by the Secretary/Treasurer reduced but did not eliminate the deficit".

The 1987 budget that was presented to the Annual Meeting, (and sent out in the Annual

Meeting booklet) was the budget as proposed by the Executive Board. If this budget was adopted it would have been a deficit budget. Delegates were asked to come prepared to make amendments to this budget so that it would result in a balanced budget.

The Secretary/Treasurer had proposed amendments to the Board's budget (as contained in Secretary/Treasurer's recommendations sent out with the Annual

Meeting book) which, if adopted, would have resulted in a balanced budget with a surplus.

Delegates made amendments to the budget as proposed by the Board, as well as amendments to the recommendations proposed by the Secretary/Treasurer, and the budget, as adopted, resulted in a balanced budget with a surplus.

Yours truly, Margaret Ethier, President

MANITOBA NURSES WANT PROTECTION FROM GASES

The Manitoba Organization of Nurses' Associations (MONA) presented a brief to the Manitoba Government in November 1986. In this brief MONA urged the government to establish standards to reduce the risk of exposure to waste anaesthetic gases for health care workers. The brief addressed

the problems related to exposure to the gases, their sources, and solutions to the problems.

Workplace Safety and Health Inspectors' reports confirm that high levels of anaesthetic gases are present in some Manitoba health care facilities. "These reports and research studies which document the effects of long term exposure

to waste anaesthetic gases reinforce the need for the government to act quickly", MONA President Vera Chernecki says. The effects of long term exposure to these chemicals include negative effects to the reproductive system, the central nervous system, the liver and kidney, as well as a carcinogenic effect.

The brief states that control of exposure to these gases can be achieved by legislating standards for levels of the most frequently used gases and implementation of improved techniques in equipment maintenance and administration of gases. Regular maintenance of anaesthetic equipment would prevent the leakage of gas which is presently another contributor to the high levels reported. Standards must also ensure an adequate supply of fresh air in both operating rooms and recovery rooms.

Chernecki adds that monitoring for anaesthetic gas levels should be conducted annually by the Workplace Safety and Health Division in every operating room and recovery room and more frequently in operating rooms where surgery is performed in excess of 35 hours per week.

Evidence shows that the health of workers who are exposed to waste anaesthetic gases is at risk, however, acceptable enforceable standards will safeguard their work environment. MONA's recommendations to the Manitoba Government are:

- That operating rooms in hospitals be equipped with scavenging systems to exhaust waste anaesthetic gas.
- That scavenging equipment be subjected to regular preventative maintenance checks to ensure proper functioning.
- That anaesthetic machines and ventilators be subjected to a maintenance schedule of inspection.
- That the number of fresh air exchanges required be suffi-

cient to maintain air quality which contains less than the minimum threshold limit values of anaesthetic gases in operating rooms and postanaesthesia recovery rooms.

- 5. That monitoring of the air quality in operating rooms and post-anaesthesia recovery rooms be conducted by the Workplace Safety and Health Division not less frequently than annually and every six months for those facilities where surgery is performed in excess of thierty-five (35) hours per week, and more frequently as determined by either the Workplace Safety and Health Committee or the Division.
- 6. That anaesthetic gases be designated as chemical substances in the work environment which are subject to regulation and that threshold limit values be established on a time weighted average of 0.5 ppm for halogenated anaesthetic agents and 25 ppm for nitrous oxide.
- 7. That construction of new health care facilities and renovation of existing facilities be undertaken with full understanding of the special needs for ventilation in operating rooms and post-anaesthesia recovery rooms.

If your Occupation Health and Safety Committee wants a full copy of this brief on anaesthetic gases contact:

Manitoba Organization of Nurses' Associations 8-1313 Border Street,

Winnipeg R3H 0X4 (204)632-6605

4 G G F WORKSHOPS

NOTE: Please be advised that the * indicates that these workshops have been formally booked by the district. All others are presently tentative.

DATE	DISTRICT	WORKSHOP	LOCATION
lan. 20 & 21		Local Admin II	Cancelled
an. 27 & 28		Local Admin II	Cancelled
21 2 2 2			0
Feb. 3 & 4		Grievance II	Cancelled
Feb. 10 & 11		Grievance II	Cancelled
March 17 & 18	S.C.D.*	P.R.C. II	Calgary
March 19 & 20	N.C.D.*	P.R.C. II	Edmonton
March 26 & 27	N.C.D.*	Local Admin II	Edmonton
April 7 & 8	N.C.D.*	Health & Safety II	Edmonton
April 9 & 10	N.C.D.*	Grievance II	Edmonton
April 28 & 29	S.C.D.*	Health & Safety II	Calgary
Aay 5	N.D.	Contract Development	Grande Prairie
May 6	N.C.D.*	Contract Development	Edmonton
May 7	C.D.	Contract Development	Red Deer
May 12	S.C.D.*	Contract Development	Calgary
May 13	S.D.*	Contract Development	Lethbridge
une 8	N.D.	Basic Unionism	Grande Prairie
une 9	N.C.D.*	Basic Unionism	Edmonton
une 16	C.D.	Basic Unionism	Red Deer
une 22	S.C.D.*	Basic Unionism	Calgary
une 29	S.D.*	Basic Unionism	Lethbridge
uly 7	N.D.	Media	Grande Prairie
uly 8	N.C.D.*	Media	Edmonton
July 9	C.D.	Media	Red Deer
July 14	S.C.D.	Media	Calgary
July 15	S.D.*	Media	Lethbridge
A	N.D.	Assert, or Who's Who	Grande Prairie
August 5	N.C.D.*	Assert. or Who's Who	Edmonton
August 6		Assert. or Who's Who	Red Deer
August 11	C.D.		Calgary
August 12	S.C.D.*	Assert.	Lethbridge
August 13	S.D.*	Assert.	Lembridge
Sept. 15	N.D.	Local Admin I	Grande Prairie
Sept. 16	N.C.D.*	Local Admin I	Edmonton
Sept. 22	C.D.	Local Admin I	Red Deer
Sept. 23	S.C.D.	Local Admin I	Calgary
Sept. 24	S.D.*	Local Admin I	Lethbridge
Oct. 6	N.D.	Grievance I &/Or Ward Rep	Grande Prairi
Oct. 7	N.C.D.*	Grievance I &/Or Ward Rep	Edmonton
Oct. 8	C.D.	Grievance I &/Or Ward Rep	Red Deer
Oct. 20	S.C.D.*	Grievance I	Calgary
Oct. 21	S.C.D.*	Ward Rep	Calgary
Oct. 22	S.D.*	Grievance I	Lethbridge
Nov. 3	N.D.	P.R.C. 1	Grande Prairi
Nov. 3 Nov. 4	N.D. N.C.D.*	P.R.C. I	Edmonton
Nov. 4 Nov. 5	C.D.	P.R.C. I	Red Deer
Nov. 24	S.C.D.	P.R.C. I	Calgary
Nov. 25	S.D.*	P.R.C. I	Lethbridge
Dec.	N.D.	Health & Safety I	Grande Prairi Edmonton
Dec.	N.C.D.* C.D.	Health & Safety I	Red Deer
Dec.	C.D.	Health & Safety I	Ved Deel

S.C.D.

S.D.*

Health & Safety I

Health & Safety I

EXECUTIVE BOARD

President Ms. Margaret Eth

Ms. Margaret Ethier Home: 467-4475 Work: 425-1025

Vice-President Ms. Barbara Diepold Home: 826-5276 Work: 826-3311

Secretary-Treasurer Ms. Angela Bunting Home: 249-9982 Work: 288-8155

NORTH

Ms. Diane Burlock* Home: 836-3524 Work: 836-3391

Ms. Susan Mitchell Home: 338-2451 Work: 596-3740

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Ms. Heather Molloy Home: 456-3082 Work: 477-4897 (B)

Ms. Gerry Cook Home: 487-4228 Work: 484-8811 Ext. 301

Lena Clarke Home: 421-0955 Work: 474-5441

Ms. Debra Ransom Home: 689-5376 ' Work: 623-4471

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Ms. Nora Spencer* Home: 343-6117 Work: 343-4949

Ms. Diane Miedema Home: 782-6154 Work: 782-3336

SOUTH CENTRAL

Ms. Laurie Coates* Home: 251-3565 Work: 228-8135

Ms. Dale Fior Home: 238-0810 Work: 259-7581

Calgary

Lethbridge

Mr. Glen Fraser

Home: 262-4322 Work: 228-8123 Ms. Judith Ford Home: 246-0929 Work: 270-1312

Ms. Lore Shymanski Home: 284-2907 Work: 270-1311

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Marilyn Vavasour Employment Relations Officer

Michael J. Mearns Employment Relations Officer

*Denotes District Chairperson

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United Nurses Of Alberta onstitution & constitution & constit Cho Time at a Angelon OCAL BULLANS With Amendments as of October 31,1986.



AMENDMENTS TO THE CONSTITUTION

(As of October, 1986)

THE FOLLOWING ARTICLES HAVE BEEN AMENDED AS OF THE OCTOBER 1986 ANNUAL MEETING:

Article 3:	3.03	Article 5: 5.11	
Article 3:	3.04	Article 7: 7.02	
Article 4:	4.01 (4) (i)	Article 10: 10.01 (b) (ii)	
Article 4:	4.02 (b)	Article 13: 13.05	
Article 4:	4.08	Article 13: 13.05	
Article 5:	5.03	Article 14: 14.02	
Article 5:	5.07	Appendix "A" Bylaw XIII (5	
Article 5:	5.08	Long-Term Goals: #5	
Article 5:	5.11 (d)	Short-Term Goals	

NOTE: Article 5.11 (6) [Previously 5.11 (5)] was never amended following the 1985 Annual Meeting; therefore, it has been corrected.

ARTICLE 1:

- 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:

- The advancement of the social, economic and general welfare of nurses and other allied personnel.
- 2.02 The regulation of relations between nurses and other allied personnel and their employers and the negotiation of written contracts with employers implementing progressively better conditions of employment.
- The promotion of effective communication with employers. 2.03
- The promotion of the knowledge of nurses and other allied personnel and all things related to their social and economic welfare through education and research.
- 2.05 The promotion of the highest standards of health care.
- 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

- 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) majority of the Executive Board subject to endorsement at the next annual
- 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 mem-
- 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 nonupport 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 preferance, 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.

EXECUTIVE BOARD

- 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:

- i) elected 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 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 Meeting. There shall be a minimum of two (2) District Representatives for each District.
- ii) shall be elected at an annual meeting except that a vacancy occurring between annual meetings shall be filled in accordance with Appendix "B", and
- iii) each District Representative must be a member of a chartered local in the District she represents and, only voting delegates from the said district are entitled to vote in her election.
- 4.02 The duties of the Board shall be as follows:
 - 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 exofficio 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.

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.

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".)

- Only members in good standing of the U.N.A. are eligible for membership on the Executive Board.
- 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 Hear ings, 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. If the office is that of the President, Vice-President, or Secretary-Treasurer, a replacement shall be elected in accordance with Article 6.05. If the office is that of District Representative then that District shall appoint or elect a replacement within three (3) months, failing which the Executive Board shall appoint a Representative from that District. Such appointed or elected member shall hold office until the next Annual Meeting at which time an election shall be held in accordance with Article 10.04.
- Any member of the Executive Board may resign her office by giving notice in writing to the President.
- Any Executive Board member who ceases to hold office for any reason, shall, within one month turn over to the Executive Board, documents, assets and property of the U.N.A. in her possession.
- 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 Meeting of U.N.A.
- The District Representative shall designate an alternate member to attend Executive Board meetings in her absence.

DTICI E 5. POWERS OF THE EXECUTIVE BOARD

- The Executive Board shall be responsible for constitu-5.01 tional interpretation.
 - 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.
- The Executive Board shall be responsible for the for-5.02 mulation 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.
 - 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.





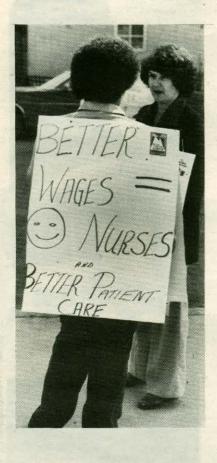
- To the extent required for the proper functioning of the U.N.A., the Executive Board, or any person to which the Executive Board delegates such authority, shall employ, retain, direct, and compensate personnel, consultants, legal, accounting, and other professional personnel, and engage and pay for 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.
- 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:
 - to acquire, hold, and dispose of, real and personal property or any part thereof;
 - to invest monies on behalf of the U.N.A.; and
 - 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.
- Authorization for the exercise of the powers listed in Article 5.06(a) and 5.06(b) shall be by two-thirds (2/3) majority 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 twothirds (2/3) majority vote of the delegates at an Annual or Special meeting prior to exercise of such powers.
- 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.
- The Executive Board may in the exercise of its powers do 5.09 all such things and acts which in the exercise of its sole discretion better further the objectives of the U.N.A.
- Discipline of Members: Any member may be charged by another member of the following offences:
 - Violating any provision of this Constitution;
 - Obtaining membership through fraudulent means or misrepresentation;
 - Instituting, urging or advocating that a member of any of the 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 local unions or any of its members in respect of any matter concerning the affairs of the U.N.A. or any of its locals or chartered bodies without first exhausting all remedies through the forms of appeal provided in this Constitution;
 - Advocating or attempting to bring about the withdrawal from the U.N.A. of any locals or members or groups of members;
 - 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 locals;
 - Working in the interest of any organization competing with the U.N.A. in a manner which is detrimental to the U.N.A.;
 - Fraudulently receiving or misappropriating any property of the U.N.A. or any of its (
 - Using without proper authority the name of the U.N.A. or of the local for soliciting funds or adver-
 - Without receiving proper authority to do so, furnishing a complete or partial list of the membership of the U.N.A. or of any local to any person or persons other than those whose official position entitles them to have such a list;
 - Wrongfully interfering with any officer or accredited representative of the U.N.A. in the discharge of his or her duties;
 - Circulating reports designed or calculated to injure or weaken the U.N.A.;
 - 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 locals, or impeding the implementation of any policy constitutionally formed by either the U.N.A. or any of its locals;
 - During the course of a strike by the U.N.A. or any of its locals failing to give all necessary support to the said strike.

- 1) a) Charges against any member must be made in writing by a member and filed with the President of the U.N.A.
 - b) The President shall cause a copy of the charges, including specific details to be served upon the accused member personally or by double registered mail.
 - The Executive Officers of the U.N.A. shall strike a three (3) member Investigating Committee from amongst the Executive Board.
 - The Investigating Committee shall investigate the charges. Charges which are determined to be frivolous, vexatious, without substance, fail to clearly present a proper claim of violation of U.N.A.'s Constitution or were filed in a manner which fails to comply with the procedures outlined in Article 5 should be dismissed.
 - The Investigating Committee shall file a written report within thirty (30) days of charges being filed with the President. The Investigating Committee shall report its decision to the President of U.N.A. The President shall notify the parties of the decision of the Investigating Committee.
 - The complainant may appeal the decision of the Investigating Committee to the Executive Board at the next following Executive Board meeting, upon written request to the President.
 - g) If a Disciplinary Hearing is to be held, the Executive Board shall determine the time and place of the Hearing. The parties shall be notified. At least two (2) weeks' notice of the Hearing shall be given.
 - The member shall be deemed to have been notified on the date of receiving the registered letter.
 - The members of the Investigating Committee shall not sit as members of the Executive Board conducting a Disciplinary Hearing but shall not be excluded from the Hearing. Such attendance shall be considered as attendance at an Executive Board Meeting for the purposes of Article
 - There shall be no replacement of members of the Executive Board who are absent when the Board is conducting a Disciplinary Hearing.
 - 2) The member in receipt of the charges may resign her membership in the U.N.A. in which case the charges will not proceed.
 - 3) Every member of the Union shall be entitled to a fair and impartial Disciplinary Hearing by the Executive
 - At all Hearings the Executive Board may obtain the assistance of counsel to advise it with respect to the law and procedure.
 - Should the complainant fail to appear before the Executive Board, the Executive Board may dismiss the charges or adjourn the Hearing on notice to all parties.
 - Should the accused fail to appear before the Executive Board without providing a satisfactory explanation the Executive Board may, if it considers it advisable, proceed.
 - In all cases the onus of establishing guilt of a member shall be upon the complainant.
 - No evidence shall be considered by the Executive Board except that which is offered at the Hearing. The accused shall be given every reasonable opportunity to be heard and to present evidence in her own defence. She may be assisted by counsel of her own choosing or she may waive any or all of the rights set forth herein.
 - The Executive Board shall find the accused guilty or not guilty by secret ballot. The finding shall be by majority vote. In the event of a tie vote, the accused shall be found not guilty.
 - Upon hearing the evidence, if the Executive Board finds the accused guilty, the Executive Board may expel, suspend, or reprimand the accused.
 - 11) The decision of the Executive Board shall be binding. 12) The decision of the Executive Board shall be reported forthwith to the accused, the complainant and their
 - 13) All expenses incurred by the accused in defending charges shall be borne by herself except in the case of acquittal in which case all reasonable expenses incurred by the accused shall be borne by the Union. All expenses incurred by the complainant in pressing charges shall be borne by herself except in the case of proven guilt in which case all reasonable expenses incurred by the complainant shall be borne by the Union.
 - 14) There shall be a written record of the Disciplinary Hearings, copies to be available to participants of the Hearing. Each local shall receive a list of disciplined members and members who have withdrawn.
- Any person who has been expelled from membership 5.12 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.
- 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 In the event that the President, Vice-President, or Secretary-Treasurer should resign, die or otherwise cease to act, the Executive Board shall elect by and from themselves a replacement until the next Annual Meeting at which time an election shall be held in accordance with Article 10.04 or for the unexpired term as appropriate.
- 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 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 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 but in any event each Local is entitled to at least one (1) voting delegate per institution within the local. Each voting delegate shall be entitled to one (1) vote.
- 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 Votes of proxy shall be allowed under procedures determined by the Executive Board, for Locals with ten (10) or fewer members employed full-time.
- 8.09 Every member of the Executive Board shall have a vote as though she were an accredited voting delegate.
- 8.10 Unless otherwise specified, any decision adopted at a meeting shall take effect forthwith at the conclusion of the meeting.
- 8.11 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.

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.
- 20.03 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:

- 10.01 a) All officers shall be elected at the Annual Meeting by a majority of the voting delegates present and voting.
 - 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 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. where each Chartered Local of that District is entitled to be represented by one (1) voting delegate for fifty (50) members or part thereof but in any event each Local is entitled to at least one (1) voting delegate per institution within the Local. Each voting delegate shall be entitled to one (1) vote.
 - 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 shall occur at this same meeting. Nominations shall be received from the floor.
- 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 any vacant District Representative positions shall be elected in years ending with even numbers; and Vice-President and any vacant District Representative positions shall be elected in 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 thirty (30) 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 fifteen (15) 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.

ARTICLE 11:

- 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) majority of delegates at an Annual or Special Meeting.

- b) Every person applying for membership in the U.N.A. shall remit to the U.N.A. a fee of two dollars (\$2.00).
- The charter fee to establish a new Chartered Local shall be one dollar (\$1.00)
- 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 transferrer 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) majority 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 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. The U.N.A. shall issue to each Chartered Local a monthly rebate. The monthly rebate of dues to the 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. There shall be an Emergency Fund. The amount paid to the Emergency Fund on a monthly basis shall be no less than fifteen (15%) percent of the projected revenue of the U.N.A.
- In the event of a strike, assistance, as determined from time 11.05 to time by the Executive Board, shall be drawn from the Emergency Fund.
- 11.06 Any member paying dues at two (2) or more Locals 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.

ARTICLE 12:

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 Meeting and to each local at least one hundred and twenty (120) days prior to the Annual 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".
- Subject to the provisions of Article 13.03, the Bylaws 13.02 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 twothirds (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.
 - 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.
- In any situation in which there is reason to believe that a 13.05 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) majority 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:
 - appoint a Trustee or Trustees for the Chartered Lo-

cal, or

interest at the set

- b) revoke the Charter of the Chartered Local on such terms and conditions as the Executive Board may see
 - 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
 - If the Annual 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 onethird (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.
- 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.
- 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.

ARTICLE 14:

- A Chartered Local may merge with and 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 transfer.
- A meeting between the parties must be held for the transfer and merger.
- The transfer or merger must be approved by a two-thirds 14.04 (2/3) majority 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
- A Chartered Local may also merge with another bargain-14.05 ing agent for the purpose of acquiring its jurisdiction, rights, privileges, duties and assets.

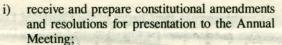
AMENDMENTS AND POLICY RESOLUTIONS

- 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 Meeting.
- 15.04 Throughout the year and up to one hundred (100) days prior to the date of the Annual 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.
 - 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





maintenance.



 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 purport of any such amendment or resolution is not changed and only after consultation with and agreement of the proposer.

have the power to propose constitutional amendments up to forty-five (45) days prior to the Annual 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 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:

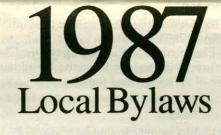
a) deal with only one (1) subject;

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 Meeting.



APPENDIX



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

- The affairs of the Chartered Local shall be administered by an Executive which shall be composed of the following:
 - President
 Vice-President
 - 3) Secretary
 - 4) Treasurer

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

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 Meeting.
- 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 and at this meeting an election will be held to fill the vacancy according to Bylaw V (2) and (3).

BYLAW VII - ELECTION OF VOTING DELEGATE

- 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.
- 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 Meeting of the Chartered Local. At least two (2) weeks' notice shall be given. During the Annual 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 Meeting shall be held in April, May or June of each year.
- 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 Loal 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.
- 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.
- 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
- 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:
- shall make a financial report at regular meetings, the Annual 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 - FINANCES

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

BYLAW XII - DUES AND ASSESSMENTS

- The Chartered Local may establish initiation fees and monthly dues higher than those set by the UNA.
- 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 XIII - 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.
- 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.
- 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.
- Once the Secretary-Treasurer of UNA receives notice and documents pertaining to the merger, a new or amended Charter shall be issued.

BYLAW XIV - 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 XV

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 XVI - 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



TERMS OF REFERENCE FOR DISTRICT REPRESENTATIVES AND DISTRICT COMMITTEES

BYLAWS GOVERNING DISTRICTS OF THE U.N.A.

I. ORGANIZATION OF DISTRICTS OF THE U.N.A.

- The number of Districts and the area covered by each District shall be determined at the Annual 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;
 - any member of the District who holds the position of Secretary or Treasurer of the District.
- In the event of a vacancy for a District Representative position during a term of office, an election for such vacancy shall be held at the next district meeting. The District Chairperson shall appoint an interim District Representative until such meeting.
- 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.
- The Chairperson and Vice-Chairperson shall be elected by the District Committee at the first District Committee meeting following the Annual 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

- Each District Representative must be a member of a Chartered Local in the District she represents.
- 2. 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

. 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;
 - In association with Locals in the area, draft an agenda which shall be forwarded with notice of the meetings;
 - 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 Meeting and any further reports deemed necessary by the District Chairperson or the Executive Board.

2. Vice-Chairperson

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

3. Secretary

-) The Secretary shall have the following duties:
 - 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.

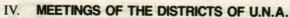
4. Treasurer

- a) The Treasurer shall have the following duties:
 - Shall hold the monies of the District in safekeeping and shall keep a record of all financial transactions;
 - 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.









- District Committee meetings shall be held at least quarterly.
- The objectives of such meetings shall be:
 - to increase communications between the locals:
 - to co-ordinate efforts for a common purpose; b)
 - to act as a liaison between the Locals and the provincial body.
- Only District Committee members shall be entitled to vote at the District Meetings.
- 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
 - A Special Meeting of the District may be called at any time and place at the request in writing of at least onethird (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.
 - At a Special Meeting of the District, for the purpose of making a motion to rescind the election of a District Representative:
 - representation of Locals at such meeting shall be as per Article 8 of the U.N.A. Constitution;
 - such motion must be passed by a two-thirds (2/3) vote of the voting delegates present and voting at such meeting;
 - elections for such resultant vacancy shall occur at this Special Meeting. Nominations shall be received from the floor.
 - 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.
 - 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 Con-

1987 Long & Short Term Goals of the **United Nurses of Alberta**

LONG-TERM GOALS

GENERAL

- All U.N.A. activity shall reflect the universal principles of trade unionism, including co-operation with other Unions.
- 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.
- U.N.A. shall continue to organize all unorganized working nurses in Alberta.
- 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.
- 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
- U.N.A. shall ensure the maintenance of an Emergency Fund capable of providing strike benefits to U.N.A. members.
- The U.N.A. shall have a financial administrative structure capable of ensuring full value and full accounting for each
- 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.

EXECUTIVE BOARD

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

C. LOCALS

The U.N.A. shall continue to be committed to the principle 1. 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) promoting the health and safety of the local's mem-
- d) promoting the principles of trade unionism and U.N.A. among the local's membership.

MEMBERSHIP

- 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.
- U.N.A. shall seek out and utilize expertise among U.N.A. members in the areas of educational speakers, and members of ad-hoc committees of the Executive Board.

SHORT-TERM GOALS

- Free collective bargaining for all U.N.A. members. 1.
- Development of Board policy regarding the phone fan-out system to assist the District Representatives with the implementation of this policy.
- 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.
- Ensure that Local leadership is processing grievances at the local level up to Step 3 of the grievance procedure.
- Ensure participation by rank and file members during negotiations by reinforcement of the process set up for collective bargaining.
- The Executive Board shall develop an Executive Board 6. Orientation Manual available for use.
- All Local Executives, Committee members and Ward Reps 7. shall have the opportunity to attend Level I workshops, as
- 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.

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Mr. Glen Fraser Home: 262-4322 Work: 228-8123

Employment Relations Officer

Marilyn Vavasour

Michael J. Mearns Employment Relations Officer

*Denotes District Chairperson