



# REGULATIONS

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## **PART 1: REGULATIONS**

### **I. EXECUTIVE AFFAIRS**

#### **1. EXECUTIVE MEETINGS**

- a. The President of the Union of Northern Workers will call Full Executive Meetings at least three times a year, normally every fourth month, but in no event will it exceed the fifth month and may be called earlier by the President of the Union of Northern Workers or if requested by a majority of the Executive. (Amended 83-05-15) (84 Convention)
- b. Full Executive Meetings will be held on other than long week-ends. (Amended 89-06-24) (90 Convention)
- c. All persons required to attend Full Executive Meetings and associated committees, will be advised of the dates and proposed travel arrangements 30 days prior to the start of travel. (Amended 92-05-11) (93 Convention)
- d. Meetings of the Full Executive will be conducted scent-free. (Amended 83-05-15) (84 Convention) (Amended 89-11-04) (90 Convention)
- e. The number of Rand deductees in each local will be reported at each Full Executive Meeting.
- f. Any member of the Executive, or of a Committee of this Executive, who is chosen to attend any conference on behalf of the Union, and whose expenses are paid by this Union, will be required to submit a report in writing to the next regular Executive Meeting. Failure to do this will result in that person being required to reimburse to the Union all funds paid to allow attendance at the particular conference. (Amended 80-10-25) (81 Convention)
- g. The draft agenda including motions will be circulated to all Full Executive Officers and Locals at least five days prior to the Full Executive Meeting. (Amended 94-05-14) (96 Convention) (Amended 02-05-11)(02 Convention)
- h. Every effort is to be made by members of the Executive to have agenda items submitted early enough to be included on the draft agenda. (Amended 84-11-10) (87 Convention)
- i. All items for the agenda will be brought forward in the form of a written motion. (Amended 94-05-14) (96 Convention) (Amended 02-05-11) (02 Convention)
- j. The Full Executive binders with the index dividers will remain in the Yellowknife office at all times. (Amended 94-05-14) (96 Convention) (Amended 02-05-11) (02 Convention)
- k. Any motion intended to be a policy or resolution of record must clearly state this in the motion itself, or will be considered direction only.(Amended 93-01-09) (93 Convention)

- I. Minutes of Full Executive meetings (including quorum calls) will be distributed to all Full Executive Officers and all Locals within ten working days of the meeting taking place. (Amended 94-05-14) (96 Convention) (Amended 02-05-11) (02 Convention)(17 Convention)
  
- m. The following policy will guide the Local Presidents' attendance at the Full Executive Meeting.(Amended 02-05-09)(02 Convention)
  - i. Three Local Presidents will attend Full Executive Meetings with voice, but no vote.(Amended 02-05-09)(02 Convention)
  - ii. Should the President of a Local not be able to attend, an alternate Local executive member from that Local may attend. (Amended 02-05-09) (02 Convention)
  - iii. Should the Local fail to send someone to the meeting they are scheduled to attend, they will forfeit their turn. (Amended 02-05-09) (02 Convention)
  - iv. All arrangements will be made by UNW Headquarters and any changes in people attending will be arranged through UNW Headquarters.(Amended 02-05-09) (02 Convention)
  - v. Air travel, accommodation and per diem will be paid by the Union of Northern Workers according to all travel regulations and policies of the Union.(Amended 02-05-09) (02 Convention)
  - vi. The schedule for attendance and amendments thereto will be drawn up by the President of the Union of Northern Workers.(Amended 02-05-09) (02 Convention)
  
- n. Any Local wishing to send an observer(s) to a Full Executive Meeting may do so under these guidelines:
  - i. In advance of the meeting, the Local President will provide the Union of Northern Workers office with the names of the observers and the dates they will attend.
  - ii. All costs relating to travel, meals, accommodation and loss of wages for observers will be borne by the Local sending the observer(s).
  - iii. The observer(s) will be attending without voice or vote.
  - iv. The attendance of non-member observer(s) is subject to approval by the President of the Union of Northern Workers. (Amended 93-01-10) (93 Convention)
  
- o. Quorum calls will be kept to a minimum. Where quorum calls are required the subject matter and/or relevant information will be forwarded, in advance, to those Officers included in the quorum call. (Amended 94-05-14) (96 Convention)
  
- p. Quorum meetings, as defined in UNW By-Laws, will be conducted, in terms of Officers' participation, on a rotational basis. (94-05-14) (96 Convention)

- q. In order to stay current with Northern Territories Federation of Labour activities, the President or Vice President of the Northern Territories Federation of Labour will be invited to attend a discussion session of up to two (2) hours with the UNW, at one Full Executive Meeting per year. (Amended 93-01-10) (93 Convention) (Amended 94-05-14) (96 Convention)
- r. In order to stay current with PSAC North activities, the Regional Executive Vice President for the North will be invited to attend a discussion session of up to two (2) hours with the UNW, at one Full Executive Meeting per year.

## **2. REGIONAL MEETINGS AND REGIONAL OFFICES**

(Amended 09-09-03)

- a. Funding to a maximum of three hundred (300) dollars per meeting will be provided for up to two (2) regional general membership meetings per year. (Amended 92-05-10) (93 Convention)
- b. Wherever practical, the Union of Northern Workers will provide a Regional Office space for the region. Leasing arrangements for such a space will be negotiated through UNW headquarters.

Access to and use of Regional Office space will be available only to the UNW, to locals of the UNW, and to such organizations that the Union of Northern Workers is affiliated to or that are Union of Northern Workers affiliates. No permanent assignment of space to groups of any sort will be permitted without the approval of UNW headquarters. Such arrangements must be made through the UNW Finance and Administration department.

The security control and access to Regional Offices will be the responsibility of the appropriate Regional Vice-President, subject to the terms and conditions of leasing or rental agreements, UNW By-Laws and Regulations, and administrative policies or procedures in place at the time.

Regional Vice-Presidents will be given a set of Regional Office keys for their personal use. One set of "loaner" keys will be available for each Regional Office. The Regional Vice-President will control the release and return of the "loaner" set to authorized groups wishing to use the Regional Office. The Equity Vice-President will be given a set of Regional Office keys to the Regional Office of their choice for their personal use. (Amended 17-07-27)

Duplication of the Regional Office keys is strictly prohibited.

## **3. EXECUTIVE COMMITTEES**

- a. The President of the Union of Northern Workers will be an ex-officio member of all Committees, except any committee which has been struck to investigate the President of the Union of Northern Workers. (Amended 69-09-22) (69 Convention) (Amended 94-05-14) (96 Convention)

- b. To reduce overall travel costs committee meetings will be, where possible, held immediately before or after Executive Meetings or during evenings outside hours of sitting of the Executive. (Amended 93-01-10) (93 Convention)
- c. Finance Committee
  - i. The Finance Committee is charged with overseeing the administration of the UNW budget as set at its Triennial Convention.
  - ii. The Finance Committee will be made up of three members of the Full Executive and Director, Finance and Administration. (92-05-10) (93 Convention) (Amended 02-05-11) (02 Convention)
  - iii. The Committee members will be elected at the first Full Executive Meeting following the Triennial Convention.
  - iv. The members of the Finance Committee will select the chair of the Committee at its first meeting.
  - v. The Committee will conduct a financial audit of the UNW accounts. The audit will consist of at least a review of the current quarter financial statements. The Committee will report to each regular Full Executive Meeting. (Amended 92-05-10) (93 Convention)
  - vi. The Committee will review the cheques issued during the previous quarter and report to each regular Full Executive Meeting. (Amended 92-05-10) (93 Convention) (Amended 94-05-14) (96 Convention)
  - vii. The Committee will investigate or review any financial matters referred to it by the Executive and report on them to the Executive. (Amended 92-05-10) (93 Convention)
  - viii. All resolutions moved at both Full and Quorum Meetings of the Executive requiring an unbudgeted expenditure of Union funds will be referred to the Finance Committee. (Amended 88-03-30) (90 Convention)
  - ix. The Committee will review existing procedures and propose any changes found necessary in the day to day managing of the financial matters of the Union to the Full Executive for approval. (Amended 92-05-10) (93 Convention)
  - x. The Committee will be designated as the Convention Finance Committee. (Amended 92-05-10) (93 Convention)
  - xi. The Finance Committee has authority to determine the rental rates for rental property owned by the Union of Northern Workers. Any changes will be reported to the Full Executive at the next Full Executive Meeting. (Amended 92-05-10) (93 Convention) (Amended 94-05-14) (96 Convention)
- d. Health and Safety Committee
  - i. The Health and Safety Committee will work to raise the profile and increase the awareness of health and safety among members.



- ii. The Health and Safety Committee will consist of three members of the Full Executive. (Amended 84-11-10) (87 Convention) (Amended 91-05-08) (93 Convention)
  - iii. The Committee members will be elected at the first Full Executive Meeting following the Triennial Convention.
  - iv. The members of the Health and Safety Committee will select the chair of the Committee at its first meeting.
  - v. The Health and Safety Committee will review its terms of reference following the Union of Northern Workers Triennial Convention.
  - vi. The Committee Chairperson will report to each Full Executive Meeting on the Committee's progress and activities. (Amended 91-05-08) (93 Convention)
  - vii. The Committee will promote the appointment or election of Health and Safety Representatives / Coordinators in all Locals and the establishment of functional worksite Health and Safety Committees. (Amended 91-05-08) (93 Convention)
  - viii. The Committee will meet twice per year to review educational material that might be valuable to distribute to the membership, to review the activities of regional health and safety committees and to prepare recommendations on any health and safety related matters that are identified as needing Executive attention. (Amended 85-03-09) (87 Convention)
  - ix. The Committee will review all Local / Worksite Health and Safety Committee meeting minutes prior to each Full Executive Meeting and bring to the attention of the Full Executive any emerging issues.
  - x. The Committee may develop convention proposals on health and safety concerns for consideration by the UNW Executive.
  - xi. The Committee may devise strategies to improve health and safety in the workplace.
- e. Political Action Committee (PAC) - (Amended 01-04-29) (02 Convention)
- i. The primary objective of the Political Action Committee is to engage UNW members in political action to advance and protect the economic and social conditions of UNW members and other working people, as mandated in the UNW Bylaws.
  - ii. There will be a Political Action Committee consisting of three (3) members of the Full Executive of the UNW elected at the first Full Executive meeting following the UNW Triennial Convention. (Amended 10-05-20) (11 Convention)
  - iii. The members of the Political Action Committee will select the chair of the committee at its first meeting.
  - iv. The Committee Chairperson will report to each Full Executive Meeting on the Committee's progress and activities.
  - v. The Committee will promote awareness and involvement of Union of Northern Workers members in political action and campaigns.

- vi. The Committee may promote partnerships with like-minded coalitions and labour organizations.
- f. Josie Gould Scholarship Committee
    - i. The President of the Union of Northern Workers will appoint a Josie Gould Scholarship Committee on or before the date on which the Notice of Scholarship is distributed. The scholarship committee will consist of at least one Executive member, who will be the committee chairperson, and two additional members.
    - ii. The scholarship committee will develop and/or review the terms of reference and evaluation criteria annually. The three (3) committee members constitute an ad hoc committee and need consistent guidelines and evaluation criteria to work from. This will ensure all applicants' essays are evaluated the same every year to maintain integrity, consistency and equality of the program.
    - iii. The scholarship committee will change the essay question annually.
    - iv. An application form will be developed that will clearly identify eligibility (name, UNW ID #, acceptance from educational institution, address, phone number.) (Amended 02-08-29) (02 Convention)
    - v. There will be up to eight (8) scholarships in the amount of three thousand (\$3,000.00) dollars each and up to six (6) scholarships in the amount of one thousand (\$1,000.00) dollars each, to be awarded annually. (Amended 02-05-11) (02 Convention) (Amended 05-05-20) (05 Convention) (17 Convention)
    - vi. Notice of the Scholarship will be distributed to the UNW membership by April 1st of each year. (Amended 02-08-29) (02 Convention)
    - vii. Scholarships will be open to UNW members in good standing as of 5:00 p.m. on the last working day in June of the current year and current, retired or deceased members' spouses, and relatives whose permanent place of residence is Canada, and who have been accepted for full time post-secondary study. The \$3,000.00 scholarships will be for full-time studies and the \$1,000.00 scholarships will be for part-time studies. (Amended 02-05-11) (02 Convention) (17 Convention) The definition of a relative is: a spouse of same or opposite sex, parent, child, including a step-child or foster child, or grandchild. No applicant will be awarded a scholarship in two (2) consecutive years.
    - viii. In order to qualify, candidates for scholarship will submit a double spaced, typed three (3) page essay in Word or PDF format. No hand-written essays will be accepted. In combination with your research, the committee will be looking for creativity such as personal experiences, discussions and/or interviews with others. If outside sources are used, then a list of resources and personal interviews, written and web based, must be included or the essay will not be accepted. Citations must be included in the body of the essay and the corresponding references included in the lists of resources. The list of resources should be on a separate page and does not count towards the three (3) page limit.
    - ix. Scholarship applications will be delivered to the Union of Northern Workers office in Yellowknife or sent (electronically time stamped or postmarked) by 5:00 p.m.

- on the last working day in June of each year for study in the following academic year. (Amended 02-05-11) (02 Convention)
- x. The decision of whether or not to award scholarships in any given year will be the sole discretion of the Committee. (Amended 02-05-11) (02 Convention)
  - xi. The decision of the panel will be final. (Amended 02-05-11) (02 Convention)
  - xii. Announcement of winners will be made August 16th of each year. (Amended 02-05-11) (Amended 02-08-29) (02 Convention) (Amended 05-05-19) (05 Convention)
  - xiii. Scholarships will only be paid out upon proof of acceptance and registration for the year's post-secondary study. (Amended 02-05-11) (02 Convention)
  - xiv. Scholarships monies will be paid twice yearly at the beginning of each semester. Second semester payment will be contingent on the student having maintained full time status throughout the first semester, and having provided proof of registration for the second semester. (Amended 02-05-11) (02 Convention)
  - xv. In the case of non-semestered courses, payments will be made during the months of September and January in the academic year of study. For courses less than eight (8) months duration, the scholarships value will be prorated. (Amended 02-05-11) (Amended 02-08-29) (02 Convention)

#### **4. ELECTION OF EXECUTIVE OFFICERS**

The positions of President of the Union of Northern Workers, 1<sup>st</sup> Vice President of the Union of Northern Workers and 2<sup>nd</sup> Vice President of the Union of Northern Workers are elected at the Triennial Convention of the Union of Northern Workers. (17 Convention)

The Regional Vice Presidents and the Equity Vice President are Executive Officers. The following procedures will be followed for the election of the Executive Officers (17 Convention):

- a. The Union of Northern Workers will fund the administrative costs for elections of Officers (17 Convention)
- b. For the election of Executive Officers, six (6) months prior to Convention, UNW Headquarters will notify the members of the nomination call by mailing a nomination call, nomination form and nominating instructions to each member. (05-05-19) (05 Convention)
- c. Each Regional Vice President nominee must be nominated in writing by two members of their respective region, and the Equity Vice President nominee must be nominated in writing by two members who have self-identified as belonging to an equity group. (17 Convention)
- d. Each nominee must sign a statement indicating that if elected he/she will accept the Executive Officer position and perform the duties required of the position. Failure to meet these requirements will invalidate the nomination of the candidate. (Amended 95-10-14) (96 Convention)(17 Convention)

- e. All nominations must be received by UNW Headquarters within four (4) weeks of the posting of the nomination call. (Amended 95-10-14) (96 Convention) (Amended 02-05-11)(02 Convention) (Amended 05-05-19) (05 Convention)
- f. Each nominee must be a member in good standing and must have given to the UNW at least one full (continuous) year of voluntary service in the capacity of a Union officer as confirmed by UNW Headquarters. (Amended 95-10-14) (96 Convention) (Amended 02-05-11) (02 Convention)
- g. UNW Headquarters will give each nominee the opportunity to provide them with a resume (flyer) for distribution with each ballot that will be mailed to the members of the region. These resumes will be provided to UNW Headquarters within seven (7) days of close of nomination in an amount sufficient for the staff to enclose one with each ballot. (Amended 95-10-14) (96 Convention)
- h. Within two (2) weeks of the closing of nominations UNW Headquarters will mail a ballot (showing each candidate's name in alphabetical order) to the last known mailing address of the members within the constituency. Each member casting a vote will vote for one candidate only. Any marks other than an x or ✓ by a candidate's name will cause the ballot to be ruled spoiled. (Amended 95-10-14) (96 Convention)
- i. From the date of mailing the ballots to the members, a total of four (4) weeks will be given for the members to return their vote to UNW Headquarters. Any ballots, regardless of the circumstances, received after this date will not be counted. (Amended 95-10-14) (96 Convention) (Amended 02-05-11) (02 Convention)
- j. The deadline for the return of the first ballot will be such that UNW Headquarters can count the ballots and submit the results to the President of the Union of Northern Workers three (3) days prior to the opening date of the Triennial Convention. These results will be announced on the first day of the Convention, following the report of officers. (Amended 95-10-14) (96 Convention) (Amended 02-08-29) (02 Convention)
- k. Should no candidate, on the first ballot, receive a majority vote of ballots cast, the individual receiving the fewest number of votes will be dropped from the ballot and a re-vote of the remaining candidates will be conducted in the same manner as described above, except that ballots will only be circulated to members who were on the membership list at the date of the original nomination call (April 1st). (Amended 95-10-14) (96 Convention)
- l. Once a candidate has received a clear majority vote of ballots cast he/she will be declared the Executive Officer. (Amended 95-10-14) (96 Convention) (17 Convention)
- m. In no case will an incumbent Executive Officer be permitted to hold office beyond ninety (90) days of the close of convention. Accordingly should elections not be completed within this time frame the delinquent region will be without UNW Executive representation until the elections are properly completed. (Amended 95-10-14) (96 Convention)

**5. DUTIES OF OFFICERS**

- a. A letter of congratulations signed by the President of the Union of Northern Workers should be sent to all successful candidates upon their election as Local or Executive officers. (Amended 72-11-05) (75 Convention)
- b. All letters of understanding, memorandums of agreement/understanding, minutes of settlement and GNWT regulations and policies are to be signed by the President of the Union of Northern Workers or his/her appointed designate. (Amended 93-01-10) (93 Convention)
- c. The President of the Union of Northern Workers will prepare an annual report which will contain a brief outline of the Union's activities and goals. The report will be published in the Union Newsletter at the end of each year. (Amended 93-01-10) (93 Convention) (Amended 02-05-11) (02 Convention)
- d. One of the President of the Union of Northern Workers or the Executive Vice-Presidents will visit each region once each year. (Amended 91-01-12) (93 Convention)
- e. The President of the Union of Northern Workers will keep current and up to date job descriptions for all Executive Members. (Amended 05-05-19) (05 Convention)
- f. The President of the Union of Northern Workers will keep a current and up to date Code of Conduct. (Amended 05-05-19) (05 Convention)

**6. PAID EXECUTIVE OFFICERS' WORKING CONDITIONS**

- a. The position of elected paid Executive Officers will be salaried and enjoy the following specific terms:
  - i. Elected Union of Northern Workers Executive members can only hold office if they retain their employment and membership with the UNW and PSAC, or in the absence of specific language in Collective Agreement, Minutes of Understanding (MOU) for the secondment will be negotiated. Executive members who resign their employment or are dismissed for cause will be removed from their executive position on the termination of the month in which they resign or are dismissed from their employment. Members who are dismissed for actions undertaken on behalf of the membership or laid-off by their Employer may serve out the remainder of their elected office term as per Section 4 (3) of the PSAC Constitution. (Amended 95-10-14) (96 Convention)
  - ii. The President of the Union of Northern Workers' Pay Range will be Pay Range 25, of Appendix B-1 of the UNW / GNWT Collective Agreement. (99 Convention) (02 Convention) (05 Convention) (Amended 07-02-27) (08 Convention) (Amended 09-05-14) (11 Convention)
  - iii. The 1st Vice-President's Pay Range will be Pay Range 22, of the UNW / GNWT Collective Agreement. (99 Convention) (02 Convention) (05 Convention) (Amended 07-02-27) (08 Convention) (Amended 09-05-14) (11 Convention)

- b. The terms and conditions of employment as described in the UNW/GNWT Collective Agreement, except for the payment of overtime worked, will apply to paid Executive Officers. A total of twenty five (25) days leave with pay per year will be given in lieu of all overtime worked. The twenty five (25) days lieu time will be advanced, in the same manner as annual leave credits, at the beginning of each fiscal year. The twenty five (25) days lieu time will be advanced on a pro-rated basis when the work year is less than the full fiscal year. (Amended 92-05-10) (93 Convention) (Amended 01-01-07) (02 Convention) (Amended 05-05-19) (05 Convention)
- i. When an Officer has been elected on a full-time basis and is not a member of the GNWT bargaining unit, they will have a one-time option to choose the Collective Agreement from which their benefits flow, being either the GNWT Collective Agreement or the Collective Agreement (including any associated employer Personnel Policies, etc.) of their own bargaining unit. (Amended 94-09-17) ((96 Convention)
- ii. Such choice will be made prior to commencing office.
- iii. All overtime provisions will be excluded from either Collective Agreement and 25 days lieu time will be the only compensation for overtime worked for all full-time elected officers. (Amended 94-09-17) (96 Convention) (Amended 01-01-07) (02 Convention)
- c. Full time elected officers will be permitted to carry over from year to year accumulations of annual and lieu time leave. The amounts of annual and lieu time leave for full-time elected officers will be reported to the Full Executive annually. This accumulated leave can be liquidated as follows:
- i. While the officer is holding office a maximum of seven weeks leave at any one time.
- ii. At the conclusion of holding Union office the officer or his dependents in the case of death, will be entitled to select one of the following options:
- a) A lump sum payment for all unused annual leave and lieu time credits; or
- b) A continuation of regular pay until such time as all accumulated leave credits are paid to the officer in full. (Amended 92-01-12) (93 Convention)
- d. Members of the Union who have filled or fill an elected position on the Executive of the Union on a full-time basis will, on termination from the full-time elected position, receive pay out in full for the unused sick leave days they earned during the period they were a full time elected officer of the Union. (81 Convention)
- e. Elected officers who come from a bargaining unit without a defined benefit pension plan will participate in the defined benefit pension plan of the PSAC.
- f. Elected officers whose salary as an elected officer is higher than their substantive position will contribute into the defined benefit pension plan of the PSAC on the difference between the salaries.

- g. The Union of Northern Workers will provide a housing subsidy in accordance with guidelines established by the Finance Committee for any full-time paid Executive Officer who, by virtue of their office, is required to maintain a secondary residence in Yellowknife. (Amended 05-05-19) (05 Convention)
- h. The Union will provide relocation assistance to full time paid elected officers at the same rates as provided by PSAC for its full time elected officers. (Amended 05-05-19) (05 Convention)
- i. The Union does not pay a commuter allowance of any type for full time elected officers. (Amended 17-07-27)
- j. The Union will follow the Government of the Northwest Territories policy on ultimate removal for full time elected UNW officers. (Amended 79-05-26) (81 Convention) (Amended 93-01-10) (93 Convention)

**7. HONORARIUM**  
(Convention 1999)

An honorarium of \$5000.00 will be paid to the 2nd Vice-President, the Equity Vice-President, and each Regional Vice-President. (Amended 06-09-13) (08 Convention)

- a. The Honorarium will be paid at the commencement of each Full Executive Meeting in the amount of \$1,250.00.(Amended 00-05-09) (02 Convention) (Amended 06-09-13) (08 Convention)
- b. As there are only three regularly scheduled Full Executive Meetings per year, the balance of \$1,250.00 will be paid on or before December 31, of each year to an annual maximum of \$5,000.00 per annum. (Amended 00-05-09) (02 Convention) (Amended 06-09-13) (08 Convention)

**8. SENIOR LEVEL JOINT CONSULTATION**

- a. Regular senior level Union - Management Consultation meetings are to be scheduled after each meeting of the Full Executive. Additional meetings can be scheduled as required.
- b. Executive Officers will attend senior level Union - Management Consultation on a rotational basis. (Amended 77-02-25) (78 Convention)
- c. Only one staff member will attend consultation meetings besides the recording secretary. (Amended 77-10-13) (78 Convention)
- d. The Union will have a recording secretary in attendance at all Consultation sessions. (Amended 76-08-26) (78 Convention)
- e. In formal Joint Consultation sessions the Union will always have a minimum of three representatives. (Amended 72-11-05) (75 Convention)

- f. Minutes of the Senior Level Joint Consultation meetings will be distributed to the Full Executive and Local Presidents. (Amended 02-05-11) (02 Convention)

## **9. BUDGETS**

- a. The UNW Headquarters and all Regional Offices will conduct their financial activities in accordance with the budget established by the UNW Triennial Convention. Monies may be moved within lines of the overall budget, but in no case will such movements result in an alteration to the approved bottom line. (Amended 05-05-19) (05 Convention)
- b. The President of the Union of Northern Workers and the Director of Finance are each authorized to spend up to a maximum of \$20,000 for required capital items. Any capital purchase that would require an expenditure greater than \$20,000 shall be approved by a quorum of the Executive before it is made. (Amended 05-05-19) (05 Convention)
- c. Each Regional Vice President will have a \$3000 annual budget.
- d. The Equity Vice President will have a \$5000 annual budget.
- e. At the end of every fiscal year, fifteen \$15.00 dollars per member will be transferred from excess revenues to the Wage Disruption Fund. (Amended 02-05-11) (02 Convention)
- f. At the end of every fiscal year, twenty-five thousand dollars (\$25,000.00) will be transferred from excess revenues to the Revenues Contingency Fund. (Amended 02-05-11) (02 Convention) (Amended 10-05-20) (11 Convention)

## **10. EXECUTIVE AFFAIRS GENERAL**

- a. All matters relating to labour relations with regard to the Union's employees to which members of the Executive and/or members of the Employer's Negotiating Team become privy will be held in strict confidence and are to be released only by a duly authorised representative of the employer. Any member of the Executive and/or member of the Employer's Negotiating Team breaching this confidence will be considered to be in breach of his or her Oath of Office. (Amended 79-02-23) (81 Convention) (Amended 02-05-11) (02 Convention)
- b. No member, local executive officer or Executive Officer will liquidate annual leave and also bill the Union of Northern Workers for lost time when attending meetings or courses of any nature on behalf the Union. (78 Convention) (Amended 01-05-29) (02 Convention)
- c. Executive Officers who wish to travel will submit travel plans to the President of the Union of Northern Workers for pre-authorization, where such travel will exceed \$1,000.00. Where requested by the President of the Union of Northern Workers a written trip report will be submitted. Such travel will be charged against the budget



- line for Executive travel. (Amended 93-01-09) (93 Convention) (Amended 94-05-14) (96 Convention)
- d. Any indication of harassment or intimidation against any officer of the Union by the employer will be considered a top priority and dealt with as soon as possible by the President of the Union of Northern Workers. (Amended 93-01-10) (93 Convention)
  - e. All correspondence written by members of the Full Executive will be copied to UNW HQ. (Amended 72-10-15) (75 Convention) (Amended 84-10-06) (84 Convention) (Amended 94-05-14) (96 Convention)
  - f. A plaque showing the Union crest may be presented to outgoing Full Executive Officers for exceptional service of 3 years or more. (Amended 93-01-10) (93 Convention) (Amended 94-05-15) (96 Convention)(Amended 13-05-09)
  - g. The Union will provide business cards for the members of the Executive. (Amended 77-10-13) (78 Convention)

## 11. CONFLICT OF INTEREST

### UNW CODE of CONDUCT

#### Contents:

#### Introduction

What does ethics mean?

Why a Code of Conduct?

#### Basic Principles Underlying the Code

Source of Duty

Fiduciary Duties

Democracy

Confidence

Compliance and Enforcement

#### Conflict of Interest

Compliance with Law

Fiduciary Duty

Bribes and Kick-backs

Union Property

Publications

Theft and Embezzlement

#### Transition in Office

Expenditure of Union Money

Privacy and Confidentiality

#### a. Introduction

- i. What does ethics mean to the UNW members and its elected officers?

Ethics is at the heart of any system for assuring that an organization is achieving its mission. Ethics helps us, as UNW Officers and members, to fulfill our roles, responsibilities, and obligations to the Union and its membership. Being ethical means:

- Upholding both the letter and the spirit of the Code of Conduct;
- Asking questions when ethical issues arise;
- Encouraging open dialogue and discussion about difficult issues;
- Learning from our mistakes and reducing our chance of repeating them;
- Feeling proud of what we have achieved for the membership and how we have achieved it.

ii. Why a Code of Conduct?

The Code should be a central guide and reference for officers and members in their day-to-day decision making. As a guide, it is intended to express our core values and guiding principles. As reference, it is meant to be used to locate relevant documents, services, and other resources related to ethics and compliance within the Union. The Code is also a tool to encourage dialogue on issues of ethics. It is designed to improve how we deal with the ethical dilemmas and the grey areas that confront us every day. The Code is meant to complement the PSAC Constitution, UNW Bylaws and Local Bylaws, not to substitute for them.

The Code does not contain all the answers. When all is said and done, compliance requires good faith on the part of the Union's Officers and the members. Because both the global environment and the internal environment of the Union continue to change, application of the Code will evolve. Though the fundamentals are firm, the Code will be formed by the lessons we learn over time.

For this Code to be effective, the UNW and its Locals must actively foster and maintain a culture that supports ethical behaviour. The Union must encourage dialogue and discussion of ethical behaviour. It must provide guidance through programs, training materials, and other resources. It must ensure that the UNW system, policies and procedures are consistently in line with its ethical goals.

b. Basic Principles Underlying the Code

i. Source of Duty

The duties set forth in the Code spring from three fundamental sources. They are:

- The fiduciary (trust relationship) duties owed to the UNW by those acting on behalf of the Union;
- The democratic nature of the Union, whose members are the ultimate source of all authority;
- The need for officers and members to have confidence in the proper functioning of the Union.

Fiduciary Duties

Union officers and representatives are agents of the Union. Their authority comes strictly from the fact that they are acting on behalf of the Union. Although agents of the Union must sometimes act with the interests of some members of the Union against the interests of other members of the Union, the only interests they serve are those of the Union and its members. They are not entitled to use their power for personal advantage. The elected officers and shop stewards occupy positions of trust in relation to such organization and its members as a group. It is, therefore, the duty of each person, taking into account the special problems and functions of a labour organization, to:

- hold its money and property solely for the benefit of the organization and its members;
- to manage, invest, and expend the same in accordance with its Constitution, Bylaws and any resolution of the governing bodies adopted thereunder;
- to refrain from dealing with such organization as an adverse party or on behalf of an adverse party in any matter connected with his duties;
- from holding or acquiring any pecuniary or personal interest which conflicts with the interest of such organization; and
- to account to the organization for any profit received by him in whatever capacity in connection with transactions conducted by him or under his direction on behalf of the organization.

### Democracy

Without democracy, a union is a union in name only. A true union must be a democratic institution. Like the Government of Canada, the Union is a representative democracy, not a “pure democracy.” Not every decision must be taken directly to the membership. The members must elect their officers. Power is delegated to the leadership to make many decisions without going back to the membership. Representative democracy also requires participation by the members. Although no provisions of the CODE OF CONDUCT require members to stay current with union activities, attend meetings, or even vote in elections, all members of the Union must understand how valuable they are to have an effective union. Effective democratic procedure is essential to maintaining an ethical union.

### Confidence

Not only must union officers act in accord with their fiduciary duties and other obligations to the democratic process, they must also appear to do so. For members of the Union and the public to be confident that union business is being conducted in an ethical manner the code prohibits actions that would raise serious suspicions.

### ii. Compliance and Enforcement

The purpose of the code is to inspire and encourage ethical behaviour. The purpose is not to create excuses for punishing people. The underlying principles for compliance and enforcement are:

- The first priority is compliance. The Code and its implementing structures should strive to make compliance easy. The goal is a user friendly system.
- Although sometimes punishment is required, it should only be used when appropriate. Good faith errors in complying with the Code should be corrected but should otherwise be treated as opportunities for learning and growth.
- When enforcement is necessary, it should be both fair and effective.

#### General Rule

An agent of the Union acting on behalf of the Union is prohibited from:

- doing business with the agent, the agent's spouse, or any of the agent's immediate family;
- entering into a transaction or engaging in conduct that could affect a company in which the agent has an interest.  
(Amended 17-02-10)

#### c. Conflict of Interest

##### i. Compliance with Law

Agents of the Union are prohibited from accepting money or other things in value from any employer or any agent of an employer in violation of applicable law.

##### ii. Fiduciary Duty

In addition to the duty to comply with applicable law, agents of the Union have a fiduciary duty not to solicit or receive any gift or gifts that would interfere with an ordinary person's objectivity in dealing with the donor on behalf of the Union.

##### iii. Bribes and Kick-backs

The solicitation or receipt of a bribe or kick-back is an extreme case of improper financial dealings. Solicitation or receipt of a bribe or kick-back in connection with union business or a union benefit plan is prohibited.

##### iv. Union Property

Union property is to be used only for union purposes. Agents of the Union are prohibited from using union property for personal purposes except as follows:

- (1) An agent of the Union may use union property if the use is authorized by the Union.
- (2) Agents of the Union may use union property if the use is part of their authorized compensation or is authorized as an accommodation to agents and employees of the Union.

##### v. Publications

Union publications should refrain from personal attacks on members of the Union. If a member of the affiliate that produces the publication feels that he or she has been subjected to a personal attack in the publication, the member may refer to UNW By-law 16 Discipline.

## vi. Theft and Embezzlement

Theft or embezzlement of money or property of the Union or a Union benefit plan is prohibited.

## d. Transition in Office

Books, records and other property of the Union belong to the Union, not to the agents of the Union. An agent of the Union is any person who acts on behalf of the Union, with the consent of the Union. This includes elected officers, staff and representatives. Rank-in-file members may also be acting as agents of the Union, for example, when they are serving as stewards on a committee (e.g.: bargaining committee, Health and Safety committee). Those leaving union office or employment with the Union must transfer all such properties to their successors. In particular, they must preserve union records and turn them over to their successors. If records are being held at a storage facility or the office of the Union's attorney or accountant, they must disclose the location of the records to their successors.

Agents of the Union must preserve at the Union Office (or an accountant) the following records:

- Minutes of all meetings, including general membership meetings, executive board meetings, and committee meetings;
- Financial books and ledgers;
- Documentation necessary to support the financial books and ledgers;
- Records of grievance proceedings, including arbitrations;
- Collective bargaining agreements, whether or not still in effect;
- Official correspondence;
- Deeds, mortgages, leases, appraisals, insurance policies, and depreciation schedule on property;
- All documents originating from any other Union Affiliate.

Wrongful destruction or retention of Union records is prohibited.

## e. Expenditure of Union Money

Union money is to be used only for Union purposes, as deemed by the appropriate governing body. Using this money for other purposes is a breach of fiduciary duty.

## f. Privacy and Confidentiality

Confidential information kept in union files belongs to the Union. An elected officer or member of the Union who has access to such information is prohibited from exploiting or releasing it for personal gain or other non-union purposes. Likewise, elected officers or members who have access to confidential information maintained in files of the Union's benefit plans are prohibited from using it for personal gain or for the purpose of embarrassing or harassing a member or beneficiary.

The Union's records may contain private, personal information about employees, members, or their relatives. Included in such records are dues lists and, in most circumstances, documents regarding grievance proceedings. The records may

contain confidential information whose disclosure would hamper the Union's ability to act in the best interest of the members. Information is confidential if it:

- relates to Union strategy with respect to collective bargaining, organizing or contract enforcement; or
- relates to the health or other private affairs of a specific identified member. A member who is in breach of confidentiality would be subject to the disciplinary policy. (Amended 05-05-20) (05 Convention)

## 12. **UNION VISIBILITY** (Amended 09-09-03) (11 Convention)

The UNW's visual identity is the primary means by which the public identifies with our Union and all that we stand for.

Our visual identity encompasses the consistent and recognizable use of our logo:

- to project a professional image;
- to allow residents of the Northwest Territories and people outside the Territories to know who they are dealing with when communicating with the UNW; and
- to help members of the UNW identify with their Union.

The way we put forward our name in public conveys an image of our strength and unity. A strong, consistent visual identity reinforces this image of the UNW across the Northwest Territories, and throughout the labour community.

In order to promote a strong visual identity, all communications and promotional materials will be easily identified as affiliated with the UNW, through the use of the official UNW logo. The highly recognized starburst emblem with the chain links encasing the initials UNW and the words "Union of Northern Workers" above the starburst is the official logo. If possible, "A Component of the PSAC" will be incorporated under the official UNW logo.



Locals may develop their own logos, but these cannot be used without the approval of UNW headquarters. All logos developed by locals will incorporate recognition of the UNW and/or the PSAC as a part of their design. Locally developed and approved logos may be used by themselves on articles of paraphernalia purchased by the Local; however, all Local "communications" will bear the UNW logo whether or not those use any other approved logos in the communications themselves.

Where the UNW partners on communications with one or more locals or organizations, the UNW logo will appear whenever and if ever any of the partners' logos appear.

In general, the UNW logo, when used on materials to be printed or reproduced, should take up no less than 4% of the communication's page size.

Locals that have questions concerning the appropriate use of the UNW logo and the UNW Visual Identity Programme should direct their inquiries to the Communications Officer.

## **II. LOCAL AFFAIRS**

### **1. COMMUNICATIONS**

- a. Communications between the Union offices and Locals should be through the Regional Vice-President whenever possible. Members seeking to have issues brought before the Full Executive will first present such items to their respective locals for approval before forwarding. Once approved by the Local, the issue is to be forwarded to the appropriate Regional Vice-President charged with representing the member and the Local concerned. The minutes of the meeting approving the item to be brought to the Full Executive will be given to the Regional Vice-President. The Regional Vice-President will then determine if and when to bring the item in question forward to the Full Executive table. (Amended 07-02-25) (08 Convention)
- b. Subject to legislative and legal restrictions, where requested by a Local Executive by the way of Executive Meeting minutes, the following information will be forwarded to the requesting Local: (Amended 01-04-29) (02 Convention) (Amended 17-02-10)
  - i. A copy of all grievance minutes of settlement along with a copy of the appropriate level grievance that shows what the grievance was about.
  - ii. A copy of Memorandums of Understanding that are of interest.
- c. Prior to its release, all communication designed for consumption by the membership at large, or by members of the general public, will be reviewed by Headquarters for the purpose of verifying factual accuracy, content appropriateness, and liability implications for the Union. Such communication will include, but not be limited to, flyers, brochures, pamphlets, newsletters, electronic bulletin boards, web site content and web blogs. (Amended 07-02-24)(08 Convention)

### **2. DUES REBATES**

- a. The Union, subject to the Union By-Laws and policies, will provide each local with a dues rebate. The rebate will increase, effective April first of each year by the same percentage figure that is negotiated as a wage increase in the UNW/GNWT Collective Agreement. UNW Headquarters will notify all Locals of the effective dues rebate amount when it comes into effect and will post this information on the UNW website. (Amended 94-05-14) (96 Convention) (Amended 02-05-11) (02 Convention) (Amended 05-05-20) (05 Convention)
- b. Quarterly dues rebate cheques will be sent to either the Local President or Local Treasurer, at the choice of each Local. (Amended 78) (Amended 89-11-04) (90 Convention) (Amended 05-05-20) (05 Convention) (Amended 17-02-10)

- c. The Local dues rebate will be a minimum of \$800.00 per quarter. (Amended 02-05-09) (02 Convention) (14 Convention)
- d. Forfeiture of Rebate
  - i. Union of Northern Workers By-laws require Locals to report on their financial operations on a quarterly basis. If a Local does not report on their financial operations on a quarterly basis, then headquarters will notify the RVP annually of the delinquency. (Amended April 2, 2012)
  - ii. Locals which have not reported for the four quarters of the previous calendar year by the last business day in the month of February in the year following in a form found to be acceptable by the Director, Finance and Administration, will be entitled to receive seventy-five (75%) percent of their outstanding normal Rebate entitlement.
  - iii. For each month-end thereafter, delinquent Locals will incur a further 25% reduction in their rebate entitlement. In other words, Locals which have not reported by the end of March will only be entitled to 50% by the end of April - 25% by the end of May - total loss of entitlement.
  - iv. Locals can be forgiven all or a part of a reporting delinquency under the following conditions:
    - That they provide reasons in writing to the Finance Committee; and
    - That the Finance Committee finds the reasons sufficient; and
    - That 2/3 of the voting members in attendance at the meeting to which the Finance Committee makes its report approves their recommendation. (Amended 88-10-08) (90 Convention)
  - v. Locals that have outstanding invoices due to headquarters will not receive monies for dues rebates, special projects, or political action until all outstanding invoices are paid in full. (Amended 11-04-12) (11 Convention)

### **3. POLITICAL ACTION FUNDS**

- a. The Union of Northern Workers will allocate funds for political action to each active Local at the rate of \$12.50 per signed member, per annum. Total allocation will not exceed the established budget line item. (14 Convention)
- b. For the purposes of allocation, per capita distribution will be based on membership lists as of the fourth quarter of the previous fiscal period.
- c. Political Action funds will be distributed annually by UNW headquarters to either the Local President or Local Treasurer, at the choice of each Local.
- d. The Finance Committee will report at each Triennial convention of the UNW, the dollar amount dispensed to each Local over the three year period leading to Convention. (Amended 05-05-20) (05 Convention)



- e. Any such funds will be for the purposes of engaging in educational, political, economic and other activities to advance and protect the economic and social conditions of the UNW, its members and other working people.
- f. Locals may allocate their funding to sister/brother Locals of the UNW for the purposes of cooperative initiatives.

#### **4. SPECIAL PROJECT FUNDS**

- a. The UNW may allocate funds to Locals to assist in sending members to PSAC conferences, conventions or other Union activities thereby ensuring networking and exchanging of information which would contribute to a stronger and vibrant union.
- b. Each Local will be eligible for a once yearly grant of up to \$2,000 to promote a specific special project that Local membership has identified as a priority at a general meeting.
- c. The UNW will provide the Locals with a Special Project Policy that describes the purpose, application process, approval process, and accountability process for special project funding.

#### **5. STRIKE WELFARE FUND**

- a. In every instance of a strike involving members of the Union the responsible Local President will cause to be created a Strike Welfare Fund.
- b. Where practical, Strike Welfare Funds will be held in the name of the Local or sub-Local with the signing authorities for the Fund being the officers of the Local or sub-Local.
- c. A committee made up of the two signing authorities assigned by the Local and two striking members will be created to administer the Fund.
- d. If necessary, meetings of the Strike Welfare Fund Administration Committee may be conducted by means of telephone conference calls. Disbursements from the Fund will only be made with the approval of the majority of the members of the Administration Committee.
- e. The Local or sub-Local President, the Regional Vice-President or a duly authorised Union of Northern Workers officer will have the right to review all Committee expenditures to ensure proper use of funds.
- f. The Fund is not intended to ensure members are compensated equal to their regular rate of pay. Instead, it is intended to augment Public Service Alliance of Canada strike pay to ensure that members can at least meet expenses and maintain the necessities of life, e.g. food and shelter.

- g. Full particulars of all monies raised by the Fund will be recorded and reported bi-weekly to the Union including date, amount, and source.
- h. Full particulars of all expenditures, including the date, amount, recipient and purpose of each payment, will be recorded and reported bi-weekly to the Union.
- i. At the end of the strike all funds remaining in the Strike Welfare Fund will be forwarded to the Yellowknife head office of the Union of Northern Workers. Such funds will be held in a special account to be used for the sole purpose of assisting other units forced to strike.
- j. Any fundraising activities intended to raise money for the strikers that are conducted by the Union, or any of its Locals or sub-Locals, will advertise that contributions should be made to the Fund sanctioned by this policy.
- k. Local community Strike Support Committees which may arise are not authorised to raise funds in the name of the Union of Northern Workers, unless all monies that come to hand are remitted to the Strike Welfare Fund sanctioned by this policy.
- l. Any member not participating in strike duties will not be entitled to any payments from the Fund.
- m. The Union will only sanction Strike Welfare Fund Administration committees which have declared in writing that they are aware of, and will abide by this policy. (Amended 94-05-14) (96 Convention)
- n. In the event of a strike all Locals affected by the strike will cease to receive dues rebates for those members on strike. (Amended 94-05-14) (96 Convention)

## **6. LOCAL MEETINGS**

- a. Local meetings should take place prior to the Executive meetings in order that better input from the regions can be provided. (93 Convention)
- b. It is the responsibility of the Local to communicate with its Regional Vice-President in order that its issues are addressed by the Full Executive. (Amended 94-05-14) (96 Convention)
- c. The Local presidents will meet annually in Yellowknife: (02 Convention)
  - i. To identify measures to build stronger locals;
  - ii. To communicate and set direction;
  - iii. To network, share ideas and support each other; and
  - iv. To determine priorities for upcoming conventions.

## **7. LOCAL AFFAIRS GENERAL**

- a. Local Officers are authorised to have access and custody of membership lists for the sole purpose of the proper conducting of mail ballot elections pursuant to By-laws 13 and 14. Membership lists will not be used in such elections by candidates, nominees, or their agents for the purpose of distributing campaign literature or soliciting votes. (Amended 87-10-23) (87 Convention)
- b. Each new Local created by the Full Executive Committee will be provided a \$1000.00 start-up grant. (Convention 1975) (Amended 94-05-14) (96 Convention) (Amended 05-05-19) (05 Convention)
- c. Unless otherwise arranged, where a debt to the Union is incurred by a Local, and is invoiced by the Union, and said debt remains unpaid at the end of the quarter following the quarter in which the debt was incurred and invoiced, the amount of said debt will be subtracted from the remittance paid to the local as a dues rebate. (Amended 83-05-15) (84 Convention)
- d. The Union will provide each Local with basic stationery supplies, e.g. letterhead, envelopes, and memos, at least once yearly. If required the supply will be replenished each year. (Amended 85-10-12) (87 Convention)

### **III. MEMBERSHIP AFFAIRS**

#### **1. MEMBER TRAINING**

- a. A module on Health and Safety is to be included in the course planned for the Executive and Local Presidents.
- b. Locals that desire to have a member(s) who does not qualify for the Public Service Alliance of Canada Isolated Stewards Subsidy Programme attend a course which will involve travel expenses will be responsible for any associated costs. (Amended 88-05-21) (90 Convention) (Amended 91-01-12) (93 Convention)
- c. Where leave has been applied for and approved for a member(s) to attend union related courses, conferences, meetings, etc., notification of any cancellations, postponements or revisions will be given to them as soon as possible; affected members will be given top priority on rescheduled courses. (Amended 80-02-29) (81 Convention)
- d. Where a Local Officer or Steward wishes to attend an arbitration hearing as an observer, unless otherwise approved by the Full Executive, all and any associated costs will be met by that Local. (Amended 94-05-14) (96 Convention) (Amended 02-05-11) (02 Convention)
- e. All elected officers will receive a copy of the By-laws and the Public Service Alliance of Canada Constitution. A copy of the By-laws and the Public Service Alliance of Canada Constitution will be made available to any member upon request. (Amended 80-02-29) (81 Convention)

- f. The Union of Northern Workers is able, by using approved training programs, to conduct official recognized training courses. (Amended 91-10-18) (93 Convention) (Amended 02-05-11) (02 Convention)
- g. Where a Union of Northern Workers representative is running any course it is expected that the course will be held at a time and place that will maximize attendance. Effective January 1, 1994.(Amended 93-01-10) (93 Convention) (Amended 02-05-11) (02 Convention)

## **2. COLLECTIVE BARGAINING**

- a. Composition of Union Bargaining Committees (Amended 94-09-16) (96 Convention)
  - i. Collective Bargaining Committees (where applicable) for those units other than GNWT and NTPC will be made up of members from the appropriate bargaining unit only, plus a negotiator and/or UNW representative who will have voice but no vote. (Amended 10-10-29) (11 Convention)
  - ii. Delegates to the Bargaining Conference for members employed by the NTPC will be made up of the President of the Union of Northern Workers (or their designate), a maximum of 2 members per affected Local, and any technical support as deemed necessary by the President of the Union of Northern Workers. The President of the Union of Northern Workers or his/her designate will attend with full voice, but vote only in the case of a tie. (Amended 10-10-29) (11 Convention)
  - iii. Delegates to the Bargaining Conference for members employed by the GNWT will be made up of the President of the Union of Northern Workers and a maximum of two (2) delegates per affected Local, the Full Executive of the UNW as outlined below, and any technical support as deemed necessary by the President of the Union of Northern Workers. (Amended 10-10-29) (11 Convention)
    - (1) The First and Second Vice-Presidents will only attend if they are members of the GNWT Bargaining Unit. (Amended 10-10-29) (11 Convention)
    - (2) The RVP, where he/she is a member of the GNWT bargaining unit and the EVP where he/she is a member of the GNWT bargaining unit will attend. (Amended 10-10-29) (11 Convention)
    - (3) Where the RVP is not a member of the GNWT bargaining unit a regional delegate will be chosen by the RVP. Only members of the GNWT bargaining unit will be eligible to be chosen. (Amended 10-10-29) (11 Convention)
    - (4) Where the EVP is not a member of the GNWT bargaining unit, an EVP delegate will be chosen by the EVP. Only members of the GNWT bargaining unit who have also declared themselves as an equity group member will be eligible to be chosen. (Amended 10-10-29) (11 Convention)

- b. Teams will be composed of the following:
- i. The Union of Northern Workers negotiating team for the employees of the Government of Northwest Territories will comprise the President of the Union of Northern Workers and six members elected at the Collective Bargaining Conference, plus technical personnel provided by the Public Service Alliance of Canada, and any UNW staff as deemed necessary by the President of the Union of Northern Workers. (Amended 89-10-08) (90 Convention) ( Amended 91-05-08) (93 Convention) (Amended 94-09-16) (96 Convention) (Amended 10-10-29) (11 Convention)
  - ii. The Union of Northern Workers negotiating team for the employees of the NTPC will comprise the President of the Union of Northern Workers and four members elected at the Collective Bargaining Conference, plus technical personnel provided by the Public Service Alliance of Canada, and any UNW staff as deemed necessary by the President of the Union of Northern Workers.(Amended 94-09-16) (96 Convention) (Amended 10-10-29) (11 Convention)
  - iii. Technical and professional individuals on the negotiating teams have voice but no vote.
  - iv. At least four alternates will be elected for the negotiating teams by the Collective Bargaining Committee at the same time as the regular members are. In the case of the GNWT and the NTPC bargaining units, elections for the negotiating teams will take place at the respective Bargaining Conferences by the delegates in attendance. Alternates will be ranked during the balloting process to determine the order in which they will be called upon to serve. (Amended 10-10-29) (11 Convention)
  - v. Elected negotiating team members are expected to attend all sessions of negotiations. Should a member miss the first round of negotiations or any two subsequent rounds, he or she will be replaced, on a permanent basis, by the appropriate alternate. (Amended 94-09-14) (96 Convention)
  - vi. An Executive Vice-President will be called upon to serve as alternate team member for the President of the Union of Northern Workers, as required.
  - vii. The President of the Union of Northern Workers is authorized to invite such technical advisors as they deem necessary to assist a negotiating team. (Amended 10-10-29) (11 Convention)
  - viii. The negotiating teams for members in CIRB units will comprise members from the bargaining unit elected by the Collective Bargaining Committee plus a negotiator. (94-09-16) (96 Convention) (Amended 10-10-29) (11 Convention)
    - for units of 80 or less, two members-
    - for units of 81 to 200, three members
    - for units of 201 to 500, four members
    - for units of 501 and over, five members
  - ix. All negotiating team members and members of the UNW Full Executive will fully support the recommendations of the negotiating team.

- c. Ratification kits will be dealt with in the following manner:
- i. From the time of mailing the Ratification Kits, a minimum of four (4) weeks will be allowed for the return of ballots, except in strike situations where the time line may be shortened in order to expedite the return to work of members affected by the work stoppage. (Amended 02-05-11) (02 Convention) (Amended 06-06-23) (08 Convention)
- d. Input will be collected in the following manner:
- (1) All bargaining units other than GNWT and NTPC: (Amended 10-10-29) (11 Convention)
    - i. All referrals from a member pertaining to collective bargaining will be researched and submitted through the Local level bargaining committee. (Amended 80-02-29) (81 Convention)
    - ii. Local Level Bargaining Committees will state the priority of each of the bargaining proposals they submit. (Amended 10-10-29) (11 Convention)
    - iii. Proposals should be supported by specific case histories: e.g. the present wording caused a problem in member X's case, or, we believe the UAW has such a clause in their contract. Proposals must also be justifiable. (Amended 10-10-29) (11 Convention)
    - iv. The final package presented to employers will be of a manageable size, containing only worthwhile and justifiable demands.
    - v. The Local Level Bargaining Committee will provide the Negotiating Team with a clear mandate in regard to both priorities and threshold minimum standards. (Amended 82-02-05) (84 Convention) (Amended 10-10-29) (11 Convention)
  - (2) For the GNWT and NTPC Bargaining Units: (Amended 10-10-29) (11 Convention)
    - i. All affected Locals will elect Local Level Bargaining Committees. Each Committee will consist of a minimum of 3 members and wherever possible only 1/3 of the members will be Local Officers. (Amended 10-10-29) (11 Convention)
    - ii. Each Local Level Bargaining Committee will distribute the input call and any attached documents to members of the bargaining unit in the Local. This can be done through mail outs, posting on job site bulletin boards or a combination of both. (Amended 10-10-29) (11 Convention)
    - iii. The Local Level Bargaining Committee will set a deadline date for proposals to be received by the Local Level Bargaining Committee. (Amended 10-10-29) (11 Convention)
    - iv. The Local Level Bargaining Committee will meet and review each proposal to ensure that there is a complete rationale for each of the proposals. The Local Level Bargaining Committee will ensure that where there are multiple proposals on the same subject that one proposal will cover all aspects of the group of proposals. (Amended 10-10-29) (11 Convention)

- v. The Local Level Bargaining Committee will meet and prioritize the proposals and only forward five (5) proposals to UNW Headquarters by the deadline date indicated in the input call. (Amended 10-10-29) (11 Convention)
- vi. No late proposals will be accepted. (Amended 10-10-29) (11 Convention)
- vii. All Local Level Bargaining Committee members will be present at all committee meetings and at the Local meeting called to ratify the work of the Committee.

The Local Level Bargaining Committee will keep minutes of all meetings. Those minutes will include the name of all Committee members present at each meeting. They will also show motions passing each proposal, and a motion setting the priority, and rationales for each proposal.

The Local Level Bargaining Committee will report to a general Local meeting called solely to ratify the Local Level Bargaining Committee's work.

Only members of the Local who belong to the affected bargaining unit will be eligible to participate in the vote to ratify the committee's work. Any amendments to the Local Level Bargaining Committee's work will be noted in the Local meeting minutes.

In the event that there are not at least 5 members belonging to the affected bargaining unit in attendance at the meeting, the Local Level Bargaining Committee will be able to forward the proposals along with the minutes noted above to the UNW Headquarters. (Amended 10-10-29) (11 Convention)

- viii. The Executive of the UNW has the ability to amend and or supplement the Proposals received from the Local Level Bargaining Committees. (Amended 10-10-29) (11 Convention)
- ix. To allow for fairness to all submitting groups, the proposals prioritized as number 1 by each group will be debated at the bargaining conference first; the proposals prioritized as number 2 by each group will be debated at the bargaining conference next and so on until all proposals have been debated or time has run out. (Amended 10-10-29) (11 Convention)
- x. The Bargaining Conference delegates will discuss, debate and vote on all bargaining proposals, as time allows. Only those voted to go forward will be sent to the Bargaining Team. (Amended 10-10-29) (11 Convention)
- xi. The Bargaining Conference delegates will prioritize the proposals, and will only forward proposals that are worthwhile and justifiable. The package must be of a manageable size. (Amended 10-10-29) (11 Convention)

### **3. COMPETITION APPEALS**

- a. Persons appointed by the President of the Union of Northern Workers to serve as his/her representative on Competition Appeal Boards will be required to keep proceedings and documents confidential unless otherwise authorised/instructed by

the President of the Union of Northern Workers. (Amended 85-10-12) (87 Convention)

#### **4. GRIEVANCES AND ARBITRATIONS**

- a. Locals are responsible for submitting first level grievances, with copies going to UNW HQ and the Regional Vice-President. Locals are required to contact a Service Officer or the Director of Membership Services prior to initiating any grievances. (Amended 94-05-14) (96 Convention) (Amended 05-05-19) (05 Convention)
- b. No grievance will be withdrawn by central office personnel without the authorization of the Regional Vice-President representing the region in which the grievor is employed. Should the concerned Regional Vice-President decline to authorize the withdrawal of a grievance a Quorum of the Executive will be convened in which the concerned Regional Vice-President will participate. (Amended 82-10-23) (Amended 83-01-15) (84 Convention)
- c. Grievances not supported by the Public Service Alliance will be treated in the following way:
  - i. Upon receipt of denial from Public Service Alliance of Canada to support a grievance to arbitration the UNW Service Officer handling the case will immediately send a copy of the Public Service Alliance of Canada response to the appropriate Regional Vice-President along with a covering letter.
  - ii. The covering letter will give a specific date, maximum time to be six (6) weeks from the time of mailing, for the Regional Vice-President to respond giving his/her consent to withdraw the grievance, or referring the matter to the Full Executive.
  - iii. Failure of the Regional Vice-President to respond within the time frame specified will cause the grievance to be withdrawn and the file closed. This does not preclude the Regional Vice-President from requesting an extension of time in which to respond.
  - iv. Where an extension is requested the Regional Vice-President will provide a specific date on which he/she will respond. Failure to meet this date will cause the grievance to be withdrawn and the file closed.
  - v. Where the Regional Vice-President does not respond, or the Regional Vice-President agrees with the Public Service Alliance of Canada position not to proceed but the officer handling the grievance at third level disagrees with the Public Service Alliance of Canada position, he/she will consult with the Director of Membership Services and/or the President of the Union of Northern Workers. They will make a decision as to referring the matter to the Full Executive or not.
  - vi. The elected officer referring a grievance to the Full Executive for consideration will:
    1. Ensure the grievance file is reproduced and sent to each Executive member well before the Executive meeting that will review the grievance.
    2. Present their case and reasons for requesting the UNW to support the grievance to arbitration.



- d. Closing files and notification to grievors:
  - i. The officer closing the file will notify the grievor, in writing that his/her case is not proceeding to arbitration.
  - ii. Where the Regional Vice-President has agreed to close the file the letter will state, "In consultation with your Regional Vice-President the UNW is not proceeding to arbitration on your behalf. Attached for your information is a copy of the adjudication officer's letter explaining why your case is not defensible. Should you require further information please contact your Regional Vice-President."
  - iii. Where the Regional Vice-President has not responded to the request to close the file in a timely fashion the letter will state. "The UNW is not proceeding to arbitration on your behalf. Should you require further information please contact your Regional Vice-President. Attached for your information is a copy of the adjudication officer's letter explaining why your case is not defensible."
  - iv. The above mentioned letters will be cc'd to the appropriate Regional Vice-President, the applicable local president, and the local officer who originally handled the grievance at its outset.

## **5. DISCIPLINE**

- a. The Union will assume no responsibility for legal costs incurred by a member who is required to appear before their professional organization for disciplinary or other purposes. (Amended 91-01-12) (93 Convention)

## **6. TRANSLATION**

- a. Upon request the Union of Northern Workers orientation package will be translated into one of the official languages of the NWT. (Amended 93-05-17) (93 Convention)
- b. The By-laws of the Union, and all relevant information, should be translated into other official languages of the NWT whenever feasible. (84 Convention)

## **7. UNION OF NORTHERN WORKERS CONVENTION**

- a. Observers will be admitted to Convention.
- b. Observers will be defined as:
  - i. Members of the Union
  - ii. Members of the Alliance (PSAC)
  - iii. Members of Unions affiliated to the Northern Territories Federation of Labour
  - iv. Accredited representatives of the press

- v. Other persons who request credentials and whose attendance is approved by the President of the Union of Northern Workers.
- c. At all Union of Northern Workers Conventions a committee will be struck to administer Public Relations expenditures for the hospitality room, hospitality expenses and entertainment.
- d. The first five (5) alternate delegates elected to the PSAC National Convention will attend that convention as fully funded observers of the Union of Northern Workers (Amended 11-07-08) (11 Convention)

## **8. PUBLIC SERVICE ALLIANCE OF CANADA CONVENTION**

- a. The Union should arrange to have a display erected promoting the Union and the North at each Public Service Alliance of Canada Convention (Amended 88-10-08) (91 Convention) (93 Convention)
- b. Union of Northern Workers delegates to the Public Service Alliance of Canada convention should be provided with five union pins to exchange with convention participants. (Amended 85-06-08) (87 Convention)
- c. For all conventions of Public Service Alliance of Canada an advance of three hundred fifty dollars (\$350) may be forwarded to the President of the Union of Northern Workers or Alternate with all expenditures to be supported by receipts and a written report to be submitted at the next full Executive meeting.
- d. The UNW will discuss with the other Northern Based Components the possibility to share the costs and responsibilities involved in hosting a joint Northern Hospitality suite at PSAC National Conventions. A hospitality room or suite will be utilised at all Public Service Alliance of Canada Conventions and any beverages supplied will be covered by Public Relations funds up to an expenditure of five hundred dollars (\$500).

## **9. ATTENDANCE OF UNION ACTIVITIES**

- a. Individuals travelling to attend meetings, conventions, courses, conferences, etc. will attend all scheduled sessions associated with those events, including but not limited to classes, caucuses, seminars, committees, and plenaries. (Amended 94-05-14) (96 Convention)
- b. Individuals travelling on union expenses will be responsible for serving the Union's ends to the extent that is possible. This means that such individuals should make union business their priority. If there is a union function or activity that would benefit from attention being paid to it by the traveller, he or she is expected to make it a priority over any other business.
- c. Individuals who fail to perform their responsibilities under this policy without just cause will forfeit their daily per diem on a pro rata basis. The amount of the reduction in per diem for the day will be equivalent to that portion of the day's

business which the individual failed to attend. For example, if a person arrives 2.5 hours late for a meeting that lasts 7.5 hours, he or she will forfeit 2.5/7.5 or 1/3 of the daily per diem rate. (A grace period of up to one hour should be considered for most activities.) This amount will be claimed from the regular hold back to the extent possible. If the hold back is not sufficient to cover the amount to be reclaimed, the Director of Finance and Administration will raise an invoice for the balance.

- d. A member who has an outstanding financial obligation to the Union for the reason stipulated in "c" above will be notified by UNW Headquarters. Failure to remit the outstanding amount (and/or completed travel claim form) within thirty days of that written notice will cause that member to be a MEMBER-NOT-IN-GOOD STANDING. (Amended 94-05-14) (96 Convention)(Amended 17-02-10)
  - e. Officers of the Union are obliged to bring to the attention of the President of the Union of Northern Workers or Director of Finance and Administration any breaches of this policy of which they become aware. The Director of Finance and Administration is obliged to investigate any such allegations and report his or her findings, along with a recommendation, to the President of the Union of Northern Workers. The President of the Union of Northern Workers will authorize the reduction in per diem if this policy is breached.
  - f. Instances wherein an individual has their per diem reduced will be reported by the Director of Finance and Administration to the Full Executive and all executive members of the local to which the member belongs. (Amended 17-02-10)
  - g. Individuals who are penalized under this policy have a right to appeal the decision of the Director of Finance and Administration and President of the Union of Northern Workers to the Finance Committee. The Finance Committee will have the right to receive evidence in the case in any manner they prescribe. The decision of the Finance Committee will be final and binding.
  - h. Upon submission of receipts the Union will reimburse such Child Care expenses as exceed a member's normal childcare costs where those additional costs are incurred as a result of the member having attended a Full Executive Meeting, union convention or course. The amount of the reimbursement by the Union of Northern Workers will be reduced by an amount equal to any reimbursements available to the member from other union subsidy programs. (Amended 17-02-10)
- All Union Full Executive Meetings, Union Conventions, or Courses advertised by print or online shall include on the event details "Childcare expenses incurred to attend this event will be reimbursed per UNW Regulations". (17 Convention)
- i. A representative of the Union on union business authorized by the President of the Union of Northern Workers will be entitled to Child Care expenses in accordance with the UNW Collective Agreement with the GNWT while attending Staffing Appeals, Hay Plan Evaluation Appeals, Junior and Senior Consultations with management, and all other assignments authorized by the President of the Union of Northern Workers.(Amended 02-05-09) (02 Convention) (Amended 17-02-10)
  - j. Compensation to members for lost wages incurred as a result of participation in Union activities will include regular wages and benefits only. Specifically, a member

will not be compensated for lost overtime opportunities. (Amended 88-10-08) (90 Convention) (Amended 17-02-10)

- k. A copy of Union of Northern Workers Part 1: Regulations, III Membership Affairs, 9 Attendance at Union Activities will be distributed with every travel advance. (Amended 91-05-08) (93 Convention) (Amended 17-10-02)

## **10. PUBLIC RELATIONS**

- a. All Public Relations expenditures will be supported by receipts and a written report must be submitted on all expenditures of Public Relations funds at each Full Executive Meeting. (Amended 79-10-27) (81 Convention) (Amended 17-10-02)
- b. No Public Relations funds are to be expended on a meal or luncheon for any person from either the Union of Northern Workers or Public Service Alliance of Canada who is in receipt of a per diem.
- c. The Union of Northern Workers may purchase, for resale, items such as, but not limited to, buckles, hats, key chains, etc., for promotion and advertisement purposes. (Amended 91-01-12) (93 Convention)
- d. Union Newsletter and/or Website (Amended 02-05-11) (02 Convention)
  - i. The Union will produce a newsletter for general membership distribution. (Amended 78-02-22) (78 Convention) (Amended 17-10-02)
  - ii. Union Newsletter will be published on a regular basis. (Amended 93-01-10) (93 Convention) (Amended 02-05-11) (02 Convention)
  - iii. Any comments that the Union makes on constitutional development in the Northwest Territories must be reported. (84 Convention)
  - iv. Policy Directives, Audit Reports and the Budget will be referenced in the Union Newsletter. (Amended 80-02-29) (81 Convention) (Amended 02-05-11) (02 Convention)
  - v. The Union of Northern Workers Website will contain a list of Local Presidents and a link to an electronic contact for each of them. (Amended 93-01-11) (93 Convention) (Amended 02-05-11) (02 Convention) (Amended 05-05-19) (05 Convention)
  - vi. Prior to the Territorial Elections the Union Newsletter will contain a "report card" on all candidates. (Amended 93-01-11) (93 Convention) (Amended 02-05-11) (02 Convention)

## **11. MEMBERSHIP AFFAIRS GENERAL**

- a. Life members are to receive a certificate recognising that they have been granted Honorary Life Membership. The following procedures will be used for making Honorary Life Membership nominations:

### **Union of Northern Workers Life Membership Nomination Procedure**

UNW By-Law 5, Section 4 stipulates that “A life membership may be awarded to any member who, through personal and devoted efforts in the affairs of the Union has performed exemplary services for the membership provided, however, that there will not be more than ten (10) such life memberships at any one time. The awarding of life memberships will be decided at the discretion of the Executive. Unless a life member is an employee in a bargaining unit represented by the Union or PSAC, a life member will not be required to pay dues and will not be entitled to vote at meetings or to hold office in the Union or the PSAC.”

#### **Considerations:**

When determining the appropriateness of nominations for life membership, nominators should consider the following:

- length of volunteer service to the UNW and/or PSAC,
- union offices held,
- participation in union activities,
- degree of activism shown,
- initiatives, events, or actions associated with the member that have produced profound positive impacts for the Union, and
- enhancement of the Union’s public profile.

#### **Procedure:**

Nominations must be forwarded through the Regional Vice-President to the Full Executive and should contain full documentation of the above points. The greater the detail provided, the more compelling will be the nomination.

In the case where nominators wish to nominate a member of the Full Executive, such nominations will be forwarded directly to the President of the Union of Northern Workers. (Amended 07-02-25) (08 Convention)

- b. The Union of Northern Workers devise a ten year membership award and implement this award immediately. (Amended 80-02-29) (81 Convention)
- c. Any member owing money to the Union for more than thirty (30) days will be declared a MEMBER-NOT-IN-GOOD-STANDING. Disciplinary action will be taken against such persons in accordance with the By-laws. Prior to any action being taken, the member will be written to by the President of the Union of Northern Workers (or designate) to inform the member of the ramifications of being a MEMBER-NOT-IN-GOOD-STANDING.(Amended 81-05-29) (81 Convention)  
(Amended 94-05-14) (96 Convention)

## **IV. FINANCE AND ADMINISTRATION AFFAIRS**

### **1. FINANCIAL REPORTS**

- a. The Director of Finance and Administration will provide to the President of the Union of Northern Workers monthly financial statements, including a current balance sheet and variance report. (Amended 86-10-11) (87 Convention) (Amended 94-05-14) (96 Convention)
- b. The Director of Finance and Administration will present a balance sheet and variance report to the Finance Committee prior to each Full Executive Committee meeting.

## **2. ACCOUNTING**

- a. The Union will adhere to the Canadian Accounting Standards for Not-for-Profit Organizations. (Amended 17-02-10)
- b. The write off of Account receivables of over \$2500.00 will require the approval of the Executive. (Amended 94-05-15) (96 Convention)

## **3. EXPENSE CLAIMS**

Expense claims will be handled in the following manner:

- a. All expenses must be justified by the submission of expense claims with receipts. (Amended 75-03-25) (75 Convention) No further travel advances will be issued until unreconciled advances have been accounted. (Amended 80-02-29) (81 Convention)
- b. For members attending CLC sponsored conferences, seminars, workshops, etc., the Union of Northern Workers will pay lost wages directly to the member where appropriate, or to the employer upon invoice. The Union of Northern Workers will bill the Public Service Alliance of Canada for the portion of lost wages covered by them, and will deduct an amount equal to the CLC's portion of the lost wages and the member's airfare costs from future Union of Northern Workers dues rebates payable to the member's Local. Each Local is responsible for claiming, directly from the CLC, that portion of the member's lost wages covered by the CLC. It is the Local's responsibility to obtain fully completed expense claim form(s), with receipts, including the stub of plane ticket, for submission to CLC for reimbursement. (Amended 85-10-12) (87 Convention) (Amended 94-05-15) (96 Convention)
- c. Private Accommodation Allowance for members in travel status on authorised Union business will be \$50.00 per night. (Amended 80-05-18) (81 Convention) (Amended 94-05-14) (96) (Amended 02-05-11) (02 Convention)
- d. Executive Officers are entitled to use their own personal vehicle for union business in their home community when it is requested by the Officer and approved by the President of the Union of Northern Workers. It will be administered in the following manner: (Amended 95-05-14) (96 Convention)
  - i. the officer will submit a monthly report detailing the expenses claimed through a report which clearly indicates the kilometres (distance), point of origin, destination, purpose, date and respective times. (Amended 02-05-11) (02 Convention)

- ii. the monthly report must be received no later than 10 days following the end of the month, for the previous month which is being claimed. If not received within the prescribed period, the entitlement is forfeited.
- iii. reimbursement will be at Treasury Board of Canada rate. (Amended 02-05-11) (02 Convention)
- iv. the officer will provide the Union with a letter accepting full financial liability in the event to accident or damage to themselves or any passenger(s).

#### **4. PER DIEM /UNION BUSINESS**

Per Diem will be paid to members of the Executive and members of the Union when on Union business that is authorised by the President of the Union of Northern Workers and/or Director of Finance and Administration under the following policy:

- a. Per Diem will be paid when a member is authorized to attend, in an official capacity, a Convention of the Union, an Executive or Committee Meeting, or is on authorized travel status.
- b. Per Diem will be provided only when the UNW staff or employees participate or attend at Executive Meetings or Executive Committees for more than three (3) hours on any day. (Amended 92-09-14) (93 Convention)
- c. Per Diem will cover meals and incidentals only.
- d. Taxi expenses incurred while on authorised Union business will be reimbursed upon presentation of receipts.
- e. The Per Diem rate for meal expenses will be the maximum daily amount as set by Treasury Board of Canada. (Amended 83-01-15) (84 Convention) (Amended 17-02-10)
- f. No Per Diem will be paid by the Union when members are receiving Per Diem from the Alliance, the member's employer or some other source.
- g. The Union will pay laundry expenses while on authorised Union travel on the same basis as the Government of Northwest Territories. (Amended 83-01-15) (84 Convention) (Amended 93-01-11) (93 Convention) (Amended 17-02-10)

#### **5. TRAVEL ARRANGEMENTS**

- a. Union of Northern Workers members travelling by plane on union business are allowed to claim two working hours prior to departure and after arrival home. (Amended 91-01-12) (93 Convention)
- b. The Union will make travel arrangements which take advantage of any economizer fares available, and will use unionized airlines where possible. (Amended 17-02-10)

- c. To protect the Union when a hotel requires guaranteed confirmation to hold a reserved room:
  - i. The Union will make confirmed hotel reservations if the traveller so authorises.
  - ii. Persons travelling with confirmed hotel reservations will be responsible to ensure the room is used or to call the hotel by 18:00 hours (hotel's local time) to cancel the reservation.
  - iii. If the Union is subsequently billed for a reserved room that was not used the individual will be held responsible for the hotel charges and billed accordingly.(Amended 85-10-12) (87 Convention)
- d. All authorised Executive travel will be by the most direct route; no unauthorized stop-overs will be paid for by the Union. (Amended 76-08-26) (78 Convention)
- e. All authorized travel will be at no additional cost to the Union. Union members may choose to fly or drive at their discretion; however, the Union will incur no additional costs pertaining to per diems, accommodations and travel then incurred with the most direct method of transportation. (Amended 17-07-27)

## **6. FACILITIES AND EQUIPMENT**

- a. Union of Northern Workers Meeting Rooms will be available for rent by only UNW Locals, the Public Service Alliance of Canada, Public Service Alliance of Canada Locals, tenants that rent office space from the Union of Northern Workers and such organizations that the Union of Northern Workers is affiliated to or that are Union of Northern Workers affiliates.(Amended 91-05-08) (93 Convention)
- b. Rental of meeting rooms to organizations other than those listed above must be approved on an individual basis by the President of the Union of Northern Workers or his/her designate, with the rental rates being set at that time. (Amended 05-05-19) (05 Convention)
- c. All items declared obsolete by the President of the Union of Northern Workers or designate may be disposed of in a manner that will take advantage of all reasonable offers. Items sold must be at a price deemed acceptable to the President of the Union of Northern Workers or designate. (Amended 94-05-15) (96 Convention)

## **7. FINANCE AND ADMINISTRATION – GENERAL**

- a. A working library is to be set up in the main office. No original material is to leave the office under any circumstances. (Amended 76-08-26) (78 Convention)
- b. No personal long distance telephone calls by staff and employees of the Union will be billed through the Union of Northern Workers telephone account. (Amended 79-03-28) (81 Convention)



- c. The fax machines(s) will be used for Union business only. (Amended 93-01-10) (93 Convention)
- d. All policies adopted by the Union must be drawn up in a suitable form, and along with their implementation, be forwarded to all Local Executives. (Amended 79-05-26) (81 Convention)
- e. The Union of Northern Workers will produce and distribute its own durable membership card. The card will contain on it a reference that the Union of Northern Workers is affiliated with the Public Service Alliance of Canada.(Amended 91-01-12) (93 Convention)
- f. A copy of the mailing list for the entire Executive is to be sent to various organizations such as the Federations of Labour, CLC, etc., in order that if any of these organizations have a representative visiting any communities in the NWT, they will know who to contact. (Amended 72-11-05) (75 Convention)

**8. ELECTRONIC MAIL AND INTERNET ACCESS**

(Amended 97-09-05) (99 Convention) (Amended 17-02-10)

- a. All agents of the Union will abide by the UNW Computer Equipment Appropriate Use Policy and the UNW Network Access Policy.
- b. Users of the Union's email system will maintain Union standards of professionalism and ethics and will follow the UNW Privacy Policy and the UNW Confidentiality Policy.
- c. Passwords will not be released to anyone other than the Director of Finance and Administration.
- d. The Director of Finance and Administration will be responsible for the security of access codes and passwords.
- e. Employer email should not be used for any electronic communication regarding grievances, bargaining demands, or other sensitive communication.

## Part 2: POSITION PAPERS OF THE UNW

### I. EMPLOYEE ASSISTANCE PROGRAMME

The Union of Northern Workers recognises that members may suffer from a broad range of personal problems which may affect work performance. It is important from not only a productivity perspective, but also from simple humanitarianism, that every effort be made to help in such situations.

The Policy of the Union of Northern Workers is based on the following principles:

- a. That a Government of Northwest Territories Employee Assistance Programme be jointly union-management designed, implemented and administered.
- b. That the Employee Assistance Programme be a broad-brush programme addressing all of an individual's needs; not one limited to members suffering from alcohol or drug addiction.
- c. That the programme be voluntary, with discipline based on work performance not on whether a member decides to participate in the EAP.
- d. That professional assessors be used to ensure referral of members to an appropriate agency.
- e. That peer referral agents be encouraged for every work site. These agents would tell members how the programme works, and help members get in touch with qualified help.
- f. That there must be no access by the employer to the record of any member who participates in this programme.
- g. Where appropriate to enhance the chances of success, family members will be included in referrals and/or treatment programmes.

Based on these principles the Union of Northern Workers will continue in its efforts to establish a joint Employee Assistance Programme with the employer.

## II. HOURS OF WORK

(78 Convention)

A condition of employment of great concern to our employees is the determination of their particular hours of work.

In spite of tremendous pressure by Negotiating Teams, we have been unable to secure that kind of preciseness in hours of work clauses in our Collective Agreement.

At present, the Employer, because of the absence of a definitive clause regarding hours of work in our contract, endeavours to unilaterally adjust an employee's hours of work to suit a particular situation. This tactic is often used in an attempt to eliminate duty travel.

A trend gaining momentum in the public service is the five day flexible or staggered hours approach, where individual starting and quitting times can vary depending on the personal wish of the employee, or where such times are fixed for a particular section or branch of department, taking into account the location of the work place, traffic congestion, and the wishes of groups of employees. Procedures for presentation to government will be devised so that we too keep up with the times. Industry is waking to the tremendous potentialities of altered hours of work and it is time for the public sector of employees to plan for the future. The key to success in any flexible hours situation is full communication and concurrence between management and employees at all stages. This is vital to ensure the success of a flex time situation.

Every employee has a right to know, with reasonable certainty, the schedule of his working hours for a foreseeable future. It will, therefore, be the policy of the Union to seek a more restrictive set of clauses which would not permit unilateral changes in scheduled hours of work.

### III. HUMAN RIGHTS

(Amended 88-05-21) (90 Convention) (Amended 91-01-12) (93 Convention)

- A. The Union of Northern Workers unequivocally supports the principles of human rights as proclaimed in the Universal Declaration of Human Rights, the Canadian Charter of Rights and Freedoms and the Canadian Human Rights Act.

The Union recognizes that there are members who have been and continue to be victimized by discrimination and that their problems therefore require special attention and measures, in order to be alleviated. The Union will not condone discriminatory actions taken on any ground including age, race, colour, sex, gender identity, marital status, family status, religion, national or ethnic origin, disability, sexual orientation, language, political belief, union activity or criminal record. (Convention 2008)

The Union pledges to work toward the achievement of equality for all its members and to eliminate discrimination and increase the participation of disadvantaged groups in the workforce. We will institute the following measures to facilitate the achievement of these goals:

1. Promote human rights issues through educational and sensitization measures aimed at our members and public awareness programs.
2. Support collective bargaining proposals for articles which further our human rights goals, including but not limited to protection against personal harassment; protection for workers who are or become disabled; child care; equal pay for work of equal value; joint and equal participation in union-management affirmative action programs; improvements to current "no discrimination" and "sexual harassment" articles.
3. Pressure the employer at all levels to end discriminatory practices, implement special measures to eliminate barriers to employment and redress past and present systemic discrimination which has an adverse impact on our membership.
4. Continue to lobby for changes in legislation to achieve full bargaining rights in the public service and strengthen the Canadian Human Rights Act, the Employment Equity Act and parallel territorial acts.
5. Participate with other groups with similar goals to improve benefits and conditions for disadvantaged people in Canada.

#### **IV. JOB SECURITY**

(78 Convention)

Unions have gone on record as generally supporting technological change and automation. But if we are to endorse changes in our ways of doing things, it is important to minimize adverse effects to the point that job insecurity is virtually non-existent. Within the public service, we firmly believe that we can have a virtual no-lay-off policy by pressing for the adoption of revised Manpower utilization which would provide enough time for redundant employees to be transferred and/or fully retrained so that careers can be continued without interruption.

The Union will continue to press for the amendment of the Public Service Ordinance in order that bargaining agents have the right to negotiate issues associated with job security of employees. We firmly believe that seniority should be a major factor in the establishment of any redundancy and lay-off lists and in determining recall of laid-off employees. This means that normally the least senior person will be the first on the lay-off list and the most senior person among the laid-off employees will be the first on the recall list.

If a job disappears and an employee must eventually lose his job, all employees who are qualified to perform a similar function must be considered as equals in any redundancy program and the obvious deciding factor must be length of service with the present employer.

The subject of seniority raises the question of whether seniority procedures should be service-wide, regional, departmental or occupational. This question is difficult to answer because of the great variation in the nature and structure of groups we represent, and the matter would have to be resolved on an individual group basis. However, factors such as competition vacancies and mobility of employees within each group would be major guidelines in the determination of application of seniority procedures.

The present Legislation calls for a minimum period of redundancy of three months. Our experience has shown that, in the majority of cases, a minimum notice period of three months may be too short to carry out effectively the necessary staffing actions required in placing an employee in another job elsewhere in the public service.

Further, one cannot help but question the re-training period or periods required to groom an employee for a changed set of duties for which s/he would qualify given adequate training time.

Therefore, the Union proposes that redundancy notices will be of no less duration than 12 months as a norm and that the minimum period be six months' minimum duration in situations where it is highly likely that public service job markets, as a result of attrition and other factors, would produce adequate numbers of job vacancies to which redundant employees would have priority without competition. The 6-month minimum would be extended if placement fails.

## V. RELOCATION OF GOVERNMENT OPERATIONS

With regard to relocation of a governmental operation, there must be greater prior consultation and negotiation with the employer. Prior to any announcement officially or otherwise by the employer that a particular operation of government is to be relocated, the employer will notify the Union of the proposed change so that there be full understanding on the rights of employees.

The goal of the Union is to achieve a no-lay-off policy in the public Service. Until such time as the legislation is amended to permit us to negotiate job security, our policy will be based on the following principles:

1. a notice of redundancy will be of no less duration than 12 months as a norm;
2. seniority will be major factor in the establishment of redundancy and lay-off lists and in determining reassignment of laid-off employees;
3. as a means for qualified employees to be given maximum opportunity for reassignment, Employer sponsored retraining programmes will play a dominant role in insuring adaptability to new work environments; and,
4. no relocation of governmental operation will take place without prior consultation and agreement of the Union respecting procedures to be followed in easing the impact of such relocation on employees.

## VI. WAGES AND SALARIES

(78 Convention)

Comparison with wages and salaries paid outside the Public Service is basic to collective bargaining in the Public Service. Even among unions in the private sector, comparison of wages and salaries for similar occupation is important. But this approach assumes greater significance in the public sector mainly because of (a) the nature of the public employer, i.e., absence of a profit-motive; (b) the source of public servants' salaries, i.e., taxes paid by the general public; and (c) a lack of other indicators such as productivity in the Public Service.

There are certain occupations unique to the public Service for which comparable jobs are not found outside the Public Service. There are certain other occupational groups for which comparable jobs may be found outside the Public Service, but because of the great diversity of duties of jobs in these groups in the Public Service, it is not possible to obtain uniform and comparable data on outside wages and salaries. Even where outside data are available, there is the difficulty of matching jobs to those outside the Public Service. The timeliness of data; population included in the results; employers surveyed; appropriateness of rat measures used; and statistical validity of results are considerations. Because of these difficulties, the Union in conjunction with the Alliance has continuously been endeavouring to improve the techniques, methods, contents, samples and populations used in collecting compiling various data on wages and salaries, and to refine the uses to which these data are put.

The aim of this policy is not limited to ensuring that public servants' salaries and increases in their salaries are commensurate with those of employees outside the Public Service, but in a broader sense, the goal is to secure for public servants their fair share of the economic progress and prosperity of the country.

Our policy and salaries will be continued to be directed:

1. to securing for public servants their fair share of the economic progress and prosperity of the country and to protecting the purchasing power of members' dollar against inflation;
2. to ensuring that wages and salaries and/or increases in wages and salaries of public servants do not lag behind those obtained by employees outside the Public Service, and towards this end, to continuing our efforts for improvement in techniques and contents of data compiled by the Pay Research Bureau and other sources; and,
3. to maintaining appropriate relationships in rates of pay as between different grade levels within an occupation and as between occupations in the Public Service to the extent that such relativity is meaningful and equitable.

In the course of Joint Consultation meeting with the representatives of the Territorial Government it has been suggested that the Government is thinking of implementing performance pay plans. Performance pay plans, where the amount of salary increases can vary from one individual employee to another have been suggested. During the next few years our Union may very well face performance pay plan proposals advanced by the Employer.

Since certain types of performance pay plans can even deny salary increases to some employees, we must voice downright opposition to the introduction of performance pay plans embodying such principles; collective bargaining on rated of pay cannot be substituted for unilateral managerial discretion.

One of the most crucial functions of the collective bargaining process is the determination of wages and salaries. Under performance pay plans, on the other hand, wages and salaries are determined by the Employer. The Employer may grant varying amounts of increases to different employees depending on their performance as judged by him, and he may even deny wage increases to certain employees. Thus, performance plans substitute managerial discretion for collective bargaining in determining individual salaries. Therefore, the Union cannot support such plans if they are to be determined solely by the Employer.

While the Union accepts that the recognition of employees' superior performance and improved efficiency may deserve additional financial rewards, our Union will be prepared to support any scheme for granting performance pay unless:

- a. every employee is assured of negotiated increases to wages and salaries,
- b. the Union is assured of full participation in the development of procedures and criteria for evaluating employees' performances; and,
- c. the employee and the Union have the right to grieve the decision of the Employer if it is felt that any provision of a performance pay plan is being violated.



## Part 3: POLICIES OF THE UNW

### I. POLICY: Competing Interests: Acting Assignments, Excluded Positions, and Bargaining Unit Work

(Amended 16-10-26)

#### Introduction

In order to answer questions arising about member participation in the union activities, particularly for union officers, in different circumstances, this policy was developed to treat everyone fairly, and with transparency. This policy is not meant to cover such situations as union activity when the member sits on employer boards or other political offices such as City Council, Legislative Assembly, etc.

#### Policy

Union activity in this policy is meant to include (not an exhaustive list):

- Attending union meetings;
- Attending conventions or conferences;
- Attending union training;
- Representing the union in any way;
- Holding any union officer position (whether Local or Executive).

The UNW will mirror the PSAC practice which allows union members to hold employment positions temporarily excluded from the bargaining unit, for up to 4 months before they can no longer hold a union officer position.

When a member is in an excluded position for 4 months or less, and holds an officer position in the UNW, he/she cannot participate in union activities.

- He/she still holds the union officer position, but cannot act or participate – it will be treated as a leave of absence from the union officer position.

When a member is in an excluded position, and also holds a bargaining unit position, that member is only eligible to hold union office in relation to their substantive position.

- For example, if the member has a full time indeterminate position which is excluded, and a part time position which is in the bargaining unit, that member cannot be involved in any union activity.
- In an example where a member holds two equal indeterminate positions, where one job is excluded and one job is included in the bargaining unit, he/she cannot be involved in union activity.

Any member who is in an excluded position, while unable to participate in union activities or office, is still entitled to representation by the UNW in relation to bargaining unit employment.

## II. POLICY: MEMBERSHIP STATUS AND PARTICIPATION IN UNION ACTIVITIES

(Amended 16-10-26)

### Introduction

This policy was developed after receiving a Constitutional interpretation regarding the membership status of relief workers and their ability to hold office.

### Policy

Members who are casual or term employees can be involved in union activities and hold office until their term of employment expires. The member's union activity may continue if he/she has another term position immediately following the expiration of the previous term, with no break in service.

Members working as and when, as required by an Employer, but with no guarantee of hours, are not eligible to hold office.

Members who are seasonal employees and who voluntarily continue to pay dues can be involved in union activity throughout the year.

A member who's only bargaining unit position is that of a relief employee is unable to hold office. They may not hold a union officer position; be elected or appointed to attend union conventions or conferences; or represent the union in any way. They may attend local meetings if they have paid union dues at any time in the three months preceding the date of the meeting. They may take part in union education at the discretion of the local if they have paid union dues at any time in the three months preceding the application deadline for the education event.

While unable to participate in union activities or office, the member is still entitled to representation by the UNW in relation to bargaining unit employment.

Whether an Honourary Member or not, retired members cannot hold union office within the UNW.

### III. HIRING POLICY

(Amended 17-02-10)

#### UNW STAFFING POLICY/PROCEDURE

The following is the Policy/Procedure that will be followed in filling vacant, new, or term positions within the Union of Northern Workers exclusive of Elected Officials and Director positions.

These Policy and Procedures are to be in effect after the UNW's obligations under the United Steelworkers of America Collective Agreement are met.

#### STAFFING PROCESS

- a. The President of the Union of Northern Workers will declare a position vacant, newly created, or the intent to hire a term.
- b. The Director responsible for the position will ensure an advertisement is created for the position that is to be filled.
  - i. For administrative positions, advertising will take place in northern newspapers, EI employment site, and the UNW and PSAC web sites.
  - ii. For all other positions advertising will take place in northern newspapers, and any provincial newspapers deemed necessary by the President of the Union of Northern Workers or their designate. It will also be advertised with the EI employment site, and the UNW and PSAC web sites, as well as being sent out in Fax Facts.
- c. The staffing committee will normally consist of the Director to whom the position reports, the other Director, the Assistant to the President, or as appointed by the President. (Amended 06-09-14) (08 Convention)(Amended 17-11-28)
- d. The responsibility of the Staffing committee includes:
  - i. Screening
    1. Reviewing screening criteria and revising as deemed necessary by the majority of the Staffing Committee.
    2. Screening of all applications to determine which applicants are qualified for the positions.
    3. Deciding which of the qualified applicants to interview, based on the agreed to screening criteria.
      - A. All Members in Good Standing, including members of the Full Executive, having one year of active voluntary service, or one year of full-time paid service who are qualified should be interviewed.

- B. Consideration of a candidate's age, sex, creed, colour, national origin, political or religious affiliation, sexual orientation, family status or disability should not enter into the selection process in any way.

- ii. Choosing a Candidate

1. Unless otherwise indicated, all members of the Staffing Committee will fully participate in the interview process, by taking turns asking questions, keeping their own accurate notes, participating in the grading of each candidate, and determining which of the candidates, if any, to offer the position to.
2. All candidates will take part in the interview process (oral and/or written).
3. All candidates will be asked the same questions and given the same opportunity to answer these questions.
4. Members of the Union of Northern Workers should be given preference where, through the interview process, they are found able and suitable to perform the duties of the position, and are Members in Good Standing.

- iii. Reference Checks

1. The Staffing Committee will be responsible for reviewing the reference check questions.
2. The Staffing Committee will appoint a member of the Committee who will be charged with doing the reference checks.
3. Reference checks will be performed on all successful candidates.
  - A. At least three references must be provided by the successful candidate.
  - B. Wherever possible, at least one of the references must be a previous supervisor, (preferably the most recent supervisor)
  - C. At least two of the three references must be positive for an offer to be made to the successful candidate.
  - D. If the successful candidate was or is employed by the PSAC or another Component of PSAC, the appropriate Director of the PSAC or the relevant Component will be contacted. The successful candidate will be informed that this will occur and will be given an opportunity to comment.

This check is done not only to protect the interest of the UNW, but also as a courtesy to PSAC and/or the other Component.

- iv. Making a Written Offer

1. The Supervisor for the position, in consultation with the President of the Union of Northern Workers, is responsible to ensure an appropriate offer is made regarding wages, start dates, and removal (if relevant).
  - A. The successful candidate will be informed of the appeal rights of the Members of the UNW, and the possibility of the offer being withdrawn if the appeal is successful.

- B. If there were any Members In Good Standing who applied on the position and were unsuccessful, the job offer will be made pending an appeal. Once the appeal period has expired, or the appeal has been heard and denied, the official offer can be made. If the appeal is upheld, the job offer will be withdrawn.
  - C. Once the above has been met and two successful reference checks have been made, a letter of offer is drawn up.
  - D. The Director of Finance and Administration will ensure the letter of offer is duly signed and received by the Headquarters office, prior to arranging relocation costs and/or prior to the start date.
- v. Informing Unsuccessful Candidates
- 1. The Staffing Committee will appoint a member of the Committee who will be charged with contacting the unsuccessful candidates.
    - A. Only those candidates who were interviewed or Members in Good Standing will be contacted.
    - B. Members in Good Standing will be informed of their appeal rights and provided a copy of the Staffing Policy/Procedure and the Staffing Appeals Policy/Procedure.

### **STAFFING APPEALS POLICY/PROCEDURE**

Any Members in Good Standing who have applied on the position, and who have identified themselves as a member prior to the end of the application date, will have the right to appeal. The member must provide their membership number as proof of their membership.

Upon, submitting an appeal, the Member will be provided with a copy of the Staffing Policy/Procedure and a copy of the Staffing Appeals Policy/Procedure. They will be informed of the deadline date for their appeal to be submitted.

Any appeals must be done in writing three (3) calendar days from the date the Member was informed they were unsuccessful in the competition. Any late appeals will be ruled invalid.

If any valid appeals are received, the President of the Union of Northern Workers or their designate will strike a three member Staffing Review Committee within three (3) calendar days of the closing of the appeal period. (No member of the Staffing Committee will sit as a member of the Staffing Review Committee.) The President of the Union of Northern Workers or their designate will appoint one of the three Committee members as the Chairperson.

The Staffing Review Committee will:

- a. Meet and make a determination within three (3) calendar days of being appointed.
- b. Review all documents pertaining to the staffing competition in question.

- c. Interview
  - i. the appellant to determine the reasons for their appeal,
  - ii. one or all of the Staffing Committee Members to determine if procedure was followed, if necessary,
  - iii. the proposed appointee, if necessary,
  - iv. any other individuals that the committee deems necessary.
- d. Determine if the appeal should be upheld or denied. The decision of the Committee will be by majority, where consensus cannot be reached. If the decision is to uphold the appeal, the Committee will choose one of the following resolutions. (The Committee will not have the ability to appoint an individual to the position.)
  - i. Re-run the competition from the point the error was found to have occurred, with no further right of appeal.
  - ii. Re-run the interview process between the proposed appointee and the appellant, with no further right of appeal.

Either choice can be with the same or with a different Staffing Committee. If the choice is to have a different Staffing Committee, the members of the Staffing Committee will be appointed by the President of the Union of Northern Workers or their designate.

The findings of the Staffing Review Committee will be final and binding on all parties.

- e. Write a clear, complete and concise report including the findings of the majority of the Staffing Review Committee, and the reasons for the findings.

The report will be presented to the President of the Union of Northern Workers and/or their designate within three (3) calendar days of the decision to uphold or deny the appeal.

- f. Contact the appellant and review the findings with them. A summary of the report can be provided to the appellant, without the names of witnesses interviewed or the content of the interviews.
- g. Make further recommendations to the President of the Union of Northern Workers and/or their designate to improve the staffing and/or staffing review process.

### **STAFFING FOR DIRECTOR POSITIONS**

In the event of a vacancy in either Director positions, the President of the Union of Northern Workers will have the authority to pursue qualified skilled individuals who are suitable for the vacant Director position.

Appointment to either position will be subject to confirmation of the Full Executive.

The Staffing Appeals Procedure will not apply. (Amended 05-05-19) (05 Convention)

#### **IV. DONATION POLICY**

(Amended 17-07-27)

##### **Overview**

The Union of Northern Workers has a strong tradition of supporting our members, their families, and community needs throughout the NWT. The UNW is frequently asked for donations from a wide range of community groups, organizations and event organizers. This policy has been developed in order to provide a system of awarding donations that ensures that:

1. Funds are provided only for initiatives that align with the UNW's mission, vision, and goals, and
2. Funds are distributed equitably amongst the regions comprising the UNW's organizational structure.

##### **Policy**

In order to achieve the greatest benefit, approved donations will focus on events, activities, projects, and programs that directly affect our members, their families, and their communities.

To be eligible for donations, projects and activities must have a clear ability to improve and benefit the UNW by doing one or more of the following:

- Enhancing the UNW's image in the community
- Increasing the UNW's presence in the community
- Heightening awareness of the UNW and/or the labour movement
- Increasing the UNW's membership in both the short and long terms
- Creating bridges, linkages, and goodwill with other groups and organizations
- Addressing specific labour-related needs of UNW members and/or their families.

In general, donations are made to:

- Organizations which offer their services for the benefit of the public and contribute to community well-being
- Groups which devote their time and resources to helping social and/or labour problems
- Organizations undertaking charitable activities.

UNW Headquarters donations will, in general, benefit NWT-wide organizations and projects.

Donations are not made:

- To organizations run for profit
- For salaries and wages
- For activities having a religious focus
- For activities, groups, or organizations that discriminate on the basis of any of the NWT Human Rights' areas or prohibited grounds.

Successful applicants must agree to recognize the donation by representation of the UNW logo/identity within their endeavour.

Locals may develop their own donation policy, but it must not contradict this Donation Policy. Any Local Donation Policy must be approved by the Local membership at a general meeting and forwarded to the Director of Finance and Administration for approval and record-keeping.

### **Procedures**

1. Applications shall be reviewed on a case by case basis.
2. Donation requests which are specific to a community or region will be sent to the Local or Region.
3. Donation requests of \$3,000 or less shall be directed to the President of the UNW for approval.
4. Donation requests of over \$3,000 shall be directed to the Executive of the UNW for approval.
5. The Director of Finance and Administration shall be responsible for administering all approved donation funds.
6. All approved donations will be reported at each Full Executive Meeting.



**V. CONFIDENTIALITY POLICY****ELECTED OFFICERS, EMPLOYEES, AND STAFF**

(Amended 17-07-27)

1. UNW is committed to protecting the privacy, confidentiality, accuracy, and security of personal information it collects, uses, and retains in the course of fulfilling its legitimate purposes as a certified bargaining agent.
2. The collection, use, disclosure, and retention of personal information by UNW is governed by the UNW Privacy Policy and by this Confidentiality Policy.
3. All employee and member information held by UNW is confidential and is not to be communicated to anyone in any manner, except in accordance with UNW policies or as required by law.
4. All elected officers, employees, and staff of UNW are required to sign the Confidentiality Agreement.
5. Information may be shared internally within UNW for the purposes of carrying out UNW's legitimate purposes, providing representation to members in grievances or other matters, and in performing human resources functions.
6. Consent must be obtained before disclosing a member's personal information to any external organization, except as may be outlined in the Privacy Policy or required by law.
7. The confidentiality obligations regarding employee and member information remain in effect after termination of the employment relationship and/or executive appointment.
8. A breach of confidentiality is considered a serious matter and may be determined just cause for discipline.

## CONFIDENTIALITY AGREEMENT

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### Statement of Confidentiality

I have read and reviewed the policies on privacy and confidentiality of employee and member files of UNW, including information in the LabourWare system.

I understand that all employee and member information to which I have access is confidential and is not to be communicated or disclosed to anyone in any manner, except in accordance with UNW policies or as required by law.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_

## VII. CELL PHONE POLICY

(Amended 17-07-27)

### Overview

The intention of this policy is to provide guidelines to Union Officers for the appropriate use of their cell phones or other communication devices.

### Purpose

On being elected an Executive Officer of the Union of Northern Workers, each elected Officer takes an oath of office and, then, has an express fiduciary responsibility to the Union and the membership it represents. Given that, it is expected that Union Officers will use their cell phones for the purposes for which they are issued.

Cell phones are issued to Union Officers for the following purposes:

- to facilitate their work as Union Officers;
- to increase their availability to their locals and the broader Union membership; and
- to assist them in balancing their personal lives and their lives as Union Officers.

It is, therefore, understood that Union Officers will make use of their cell phones for both Union work and personal reasons. Officers will take measures to minimize the costs to the Union for personal communication when possible.

### Scope

This policy applies to all Union Officers using UNW cell phones.

### Policy

#### Plans and Appropriate Use

The Union of Northern Workers will negotiate a plan which will ensure a consistent level of coverage for all Union Officers while trying to address the issue of cost containment. Individual officers will not have the authority to unilaterally change the terms of the negotiated cell phone plans.

For Union Officers who already have cell phone plans that they are unwilling or unable to change (because of contractual reasons, availability of coverage, etc) an amount equal to the negotiated monthly cost for the UNW plan, or where the cost is less the actual cost, will be provided to them on receipt of their cell phone invoice.

Should a Union Officer leave the country for personal reasons or for work, and believes s/he will need to make use of the phone while out of the country, s/he will make a written request to have the plan amended, for the period in question, to minimize the cost of such use. Requests will be made to the Director of Finance and Administration **and** the Finance Assistant. If the Officer is expected or required to work while out of the country or is out of the country for work purposes, costs for the change in plan and any work related costs will be covered. If, however, steps are

not taken to ensure appropriate cost containment the Finance Committee will review the situation and take appropriate action. Appropriate action includes the recovery of all costs related to the use of the cell phone while outside the country.

In the case of a lost or stolen cell phone, the Union Officer must report the incident to UNW management immediately.

Users who fail to adhere to this policy will be subject to disciplinary action as set forth by the UNW.

### **Prohibited Conduct**

If a Union Officer wishes to use UNW property cell phones for personal or commercial monetary gain, a request must be made in writing to the Director of Finance and Administration for review and approval.

### **Copyright Guidelines**

UNW Officer cell phones are UNW property. The UNW respects copyright and software licensing laws; illegally copied software and media exposes the UNW to risk of litigation. Users found to be making unlicensed copies of software and media may face disciplinary action.

## VIII. COMPUTER EQUIPMENT POLICY

(Amended 17-07-27)

### **Overview**

The intention of this policy is to protect UNW's employees, members, officers, partners and business from damaging actions by individuals, either knowingly or unknowingly. All computer equipment is the property of the Union of Northern Workers and is to be used for business purposes in the course of normal operations.

### **Purpose**

The purpose of this document is to identify acceptable use of computer equipment at the UNW. Inappropriate use could expose users to risks including viruses or compromise of networking systems and sensitive data.

### **Scope**

This Policy applies to all employees, members, contractors, consultants, temporary and other workers using UNW computer equipment.

### **Policy**

#### **Ownership, Stewardship Guidelines, and Appropriate Use of Computer Equipment**

Staff/Employee/UNW Officer computer equipment is the Property of the Union of Northern Workers and shall be used for UNW business, research, and administration.

A user may be granted permission to use the computer equipment for personal functions, at the discretion of the Director of Finance and Administration (DFA), if the use does not interfere with the mission of the UNW.

Users of Staff/Employee/UNW Officer computer equipment are responsible for the proper physical care and are fully liable for lost and stolen computer equipment. Any damages to the computer equipment which arise due to negligence on the part of the employee will be billed to the Staff/Employee/UNW Officer.

In the case of lost or stolen computer equipment, users must report the incident to UNW management immediately.

Users who fail to adhere to this policy will be subject to disciplinary action as set forth by the UNW.

### **Prohibited Conduct**

If staff or employees wish to use UNW computer equipment for personal or commercial monetary gain, a request must be put in writing to the DFA for review and approval.

Copyright Guidelines

Staff/Employee/UNW Officer computer equipment is UNW property. The UNW respects copyright and software licensing laws; illegally copied software and media exposes the UNW to risk of litigation. Users found to be making unlicensed copies of software and media may face disciplinary action.

### **Local Administrative Rights & Responsibilities**

Staff/Employee/UNW Officer computer equipment may have security restrictions preventing the modification of system files or installation of programs. Because computer equipment is used away from the central office, for convenience users may, at the discretion of the DFA, be provided with local administrative access to allow users to make modifications the system and install software.

The UNW will provide no support for non-standard software installed by the user. In the case that the system becomes unstable due to software issues caused by user administrative access, the UNW can restore the system to a usable state, but future local administrative access may be denied.

## IX. NETWORK ACCESS POLICY

(Amended 17-07-27)

### Overview

The intention of this policy is to protect UNW's employees, members, officers, partners and business from damaging actions by individuals, either knowingly or unknowingly.

All computer equipment, Internet, Intranet and Extranet systems, including but not limited to e-mail, world wide web site and WWW access are the property of the Union of Northern Workers and are to be used for business purposes in the course of normal operations.

### Purpose

The purpose of this document is to identify acceptable use of computer and networking equipment at the UNW. Inappropriate use could expose users to risks including viruses or compromise of networking systems and sensitive data.

### Scope

This Policy applies to all employees, members, officers, contractors, consultants, temporary and other workers using UNW computer equipment.

### Policy

#### Use and Ownership

1. Data created on Union of Northern Workers systems remains the property of the UNW.
  - a. All data must be accessible for backup and disaster recovery.
2. Staff/Employees/UNW Officers are expected to exercise good judgment when using the UNW network for personal or UNW work. Staff/Employees/UNW Officers are expected to adhere to all guidelines set forth in the UNW Computer Equipment Appropriate Use policy.
  - a. If there is uncertainty on whether personal use is acceptable, consult the DFA.
3. For the purposes of network security and maintenance, the equipment, system and network traffic may be monitored by authorized personnel.
4. UNW reserves the right to audit systems and network traffic to ensure adherence to this policy.

#### Security and Proprietary Information

1. The UNW must adhere to the *Personal Information Protection and Electronic Documents Act* (S.C. 2000, c. 5). Staff/Employees/UNW Officers have a responsibility to ensure that personal information collected is safeguarded from unauthorized access.

2. All information stored on network drives, or in the paperless filing system shall be considered confidential by default. Staff/Employees/UNW Officers are expected to take all necessary steps to prevent unauthorized access to confidential information.
3. Passwords must be kept secure, and shall not be shared.
4. Staff/Employees/UNW Officers must be cautious about opening attachments or links in e-mail messages from untrusted sources. Attachments may contain malicious software or contribute to e-mail attacks.

### **Unacceptable Use**

Under no circumstances shall users engage in any activity that is illegal under municipal, territorial, federal or international law while using UNW network resources.

Users are prohibited from the following activities unless given express permission from UNW administration in order to fulfill job duties.

The following lists outline unacceptable behaviour, but are in no means exhaustive.

### **Network and System Access and Use:**

1. Violation of copyright or intellectual property rights, including, but not limited to installation, duplication, or distribution of pirated (unlicensed copies of) software or media.
2. Export of software, encryption, or technology in violation of international or national export laws.
3. Intentional introduction of malicious software such as viruses or Trojan horses to the UNW network.
4. Using the UNW network or computer system to transmit or procure materials in order to violate sexual harassment or hostile workplace laws.
5. Creating or assisting security breaches or disruptions of network communications, including but not limited to attempting to access information that the employee, staff, or officer is not authorized to access.

### **E-mail and Communications Activities:**

1. Any form of harassment via any UNW networking system.
2. Forging of e-mail header information, for instance to misrepresent the source or destination of messages.
3. Creating or forwarding chain letters or pyramid schemes of any type.
4. Use of UNW network system to post large amounts of non-business-related messages to social media and other websites.

### **Enforcement:**



1. Any Staff/Employees who have been found to have violated this policy may face disciplinary action up to and including termination of employment.
2. UNW Officers are governed by the Code of Conduct.

## **X. PRIVACY POLICY – MEMBERSHIP**

(Amended 17-07-27)

### **Overview**

This policy guides UNW's practices concerning the collection, use, disclosure, and protection of personal information.<sup>1</sup>

UNW is committed to protecting the privacy, confidentiality, accuracy, and security of members' personal information it collects, uses, and retains in the course of fulfilling its legitimate purposes as a certified bargaining agent.

### **What is Personal Information?**

"Personal Information" is defined as information concerning an identifiable individual, such as their home address, home email address, home telephone number, social insurance number, family status, national or ethnic origin, or record of union interests and involvement.

Personal information does not include aggregate information which cannot be associated with a specific individual, and it does not include the name, title, business address, business email address, or business telephone number of an individual.

### **Why does UNW Need Personal Information?**

UNW collects personal information of employees working in bargaining units it represents in order to fulfill its legitimate purposes. UNW needs personal information to carry out its representational obligations and provide a variety of member services, and to communicate and engage members in union business.

For example, UNW may need to communicate with its members outside the workplace for a final offer or strike vote or to comply with other statutory obligations; to provide services related to grievances, legal services, and other advocacy and assistance; or to conduct research. Accordingly, UNW collects personal information in order to:

- Assist the union in representing its members with respect to employment under collective agreements and applicable legislation;
- Investigate and resolve grievances, appeals, and claims;
- Maintain a complete record of membership in the union;
- Communicate and engage with members in union business and respond to their enquiries;
- Provide information to members about union membership programs and benefits;
- Provide print and online information services;
- Administer the business of the union, including component/local business, correspondence, and research (for example member surveys);

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<sup>1</sup> For purposes of this Privacy Policy, "UNW" refers and applies to the Union of Northern Workers (including its regional offices) and its locals, sub-locals, and other related or affiliated organizations.

- Consult with members with respect to union programs, priorities, and activities;
- Facilitate participation in union events;
- Collect and manage dues and assessments;
- Collect members' demographic information (e.g., language preference, years of membership);
- Verify eligibility for and administer strike pay and benefits;
- Process members' expense claims for participation in union events or activities;
- For social and political advocacy in accordance with the mandate set out in the UNW constitution; and
- Comply with other statutory or regulatory requirements.

### **What Personal Information does UNW Collect?**

In order to fulfill its legitimate purposes, UNW may collect personal information including name, home mailing address, email address, telephone number, social insurance number, and demographic information such as birth date, gender, and language preference. UNW may also collect employment-related information including work history, job classification, duties, rates of pay, and dues records.

Additional information may also be collected to fulfill other representational obligations or to provide specific services to members. For example, UNW officers may collect or use additional personal information in the course of providing representation in respect of grievances or other matters arising under a collective agreement or otherwise related to a member's employment, or it may collect self-identification information in relation to the provision of specific services.

UNW is committed to ensuring that any personal information it collects, uses, discloses or retains is as accurate, current, and complete as necessary for the purposes for which it uses the data.

### **How does UNW Collect Personal Information?**

As a general rule, UNW will not collect, use, or disclose personal information without consent. However, there are some circumstances in which consent is not required or cannot be obtained. For example, UNW may collect and use personal information provided by employers in accordance with collective agreements or by order of a court or administrative tribunal.

UNW may collect and retain personal information from the following sources:

- Dues and membership forms;
- Grievance, appeal, or claim forms;
- Information provided by employers in accordance with collective agreements or by order of a court or administrative tribunal;
- Information provided pursuant to statutory or regulatory requirements;
- Other information provided by members through surveys, registration forms, etc.; and
- Through members' interactions with union officers and staff, including email and other correspondence.

## How does UNW Protect Personal Information?

UNW is committed to protecting members' personal information from unauthorized use and disclosure. Our commitment means that:

- All personal information collected by UNW is held in strict confidence;
- We will employ appropriate safeguards and security standards to protect and maintain the confidentiality of members' personal information and to ensure only authorized individuals have access to members' personal information;
- We will ensure that access to personal information is limited to authorized UNW employees, officers, and representatives in the performance of their job function and/or for fulfilment of UNW's legitimate purposes. In some circumstances, UNW may also share personal information with external legal or financial advisors, consultants, contractors, or regulators who require access to this information in fulfillment of UNW's legitimate purposes;
- We will use members' personal information only for the purposes we have identified;
- We will retain personal information only as long as required to fulfil the purpose for which it was collected. When members' personal information is no longer required we will destroy it in a confidential, secure method.
- UNW will not distribute personal information to a third party without your consent unless required to do so by law, in which case the information released will be limited to what is legally required. In some circumstances, UNW may share members' personal information with legal or financial advisors, consultants, benefit and pension plan administrators, insurers, or contractors retained by UNW to fulfill its legitimate purposes. Membership lists and personal information about members will never be sold or used for any commercial purposes.

Although UNW does not take responsibility for any theft, misuse, unauthorized disclosure, loss, alteration or destruction of data by other parties, UNW takes reasonable precautions to prevent such an event (see also the UNW's *Network Access Policy*). UNW staff or elected officers found to be abusing membership information can be subject to disciplinary action.

## Personal Information Inquiries

Individuals have the right to request access to their personal information under the control of UNW, and may request corrections to personal information so that it is complete, accurate, and up to date.

In certain situations, we may not be able to provide access to certain personal information that we hold about an individual. Such instances may include, but are not limited to:

- Where provision may reveal personal information about another individual.
- Where the information is subject to solicitor-client privilege.
- Where the information was collected in relation to an investigation or a contravention of federal or provincial law.

- Where provision could reasonably be expected to threaten the health or safety of an individual.

If access cannot be provided, UNW will notify the individual making the request, in writing, of the reasons for the refusal. Where access has been provided and where the information is demonstrated to be inaccurate or incomplete, UNW will amend the information as required.

UNW has a designated Privacy Officer who is responsible for ensuring compliance with this policy and assisting members with their inquiries. The Privacy Officer also has delegated authority to issue directives or decisions regarding the interpretation and application of this Policy.

Questions, concerns, or complaints regarding privacy matters may be directed to:

Director of Finance and Administration  
UNW Privacy Officer  
4910 – 53 Street, Suite 400  
Yellowknife, NT X1A 1V2  
[dfa@unw.ca](mailto:dfa@unw.ca)

Within fifteen (15) days of receiving a complaint, the Privacy Officer will contact you to acknowledge the complaint has been received and to establish a timeframe for its resolution. If you are not satisfied with the resolution of your complaint, or if your complaint is about the Privacy Officer, the matter may then be referred to the Office of the UNW President.