



# REGULATIONS

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**EXECUTIVE AFFAIRS**

**1. EXECUTIVE MEETINGS**

- a. The President shall call Full Executive Meetings at least three times a year, normally every fourth month, but in no event shall it exceed the fifth month and may be called earlier by the Union President 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, be advised of the dates and proposed travel arrangements 30 days prior to the start of travel. (Amended 92-05-11) (93 Convention)
- d. Water and juice, as well as coffee, will be available as refreshments for Executive Meeting participants. (Amended 91-01-12) (93 Convention)
- e. Meetings of the Full Executive shall be conducted smoke-free. (Amended 83-05-15) (84 Convention) (Amended 89-11-04) (90 Convention)
- f. The number of Rand deductees in each local will be reported at each Full Executive Meeting.
- g. At each Full Executive Meeting a written report must be submitted on all previously unreported expenditures made under the Public Relations policy.
- h. 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, shall 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)
- i. 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)
- j. Every effort is to be made by members of the Executive to have agenda items submitted early enough to be included on the mailed out agenda. (Amended 84-11-10) (87 Convention)
- k. All items for the agenda shall be brought forward in the form of a written motion. (Amended 94-05-14) (96 Convention) (Amended 02-05-11) (02 Convention)
- l. The Full Executive binders with the index dividers will remain in the Yellowknife office at all times. At the end of each meeting, the Executive will be given transfer duotangs for the purpose of removing full Executive meeting materials. (Amended 94-05-14) (96 Convention) (Amended 02-05/-1) (02 Convention)
- m. Any motion intended to be a policy or resolution of record must clearly state this in

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- the motion itself, or shall be considered direction only.(Amended 93-01-09) (93 Convention)
- n. Minutes of Full Executive meetings (including quorum calls) shall be distributed to all Full Executive Officers and all Locals and Alternate Regional Vice-Presidents who reside outside of their headquarters area. This shall be done within ten working days of the meeting taking place. (Amended 94-05-14) (96 Convention) (Amended 02-05-11) (02 Convention)
- o. While attending Executive meetings each member of the Executive is allowed his/her personal choice with regard to accommodation as long as the cost to the Union is no greater than the rate offered to the Union by the Explorer Hotel. Any costs above this rate will be borne by the Executive member. (Amended 86-10-11) (87 Convention)
- p. The following policy will guide the Local Presidents attendance at the Full Executive Meeting.(Amended 02-05-09)(02 Convention)
- i. Two Local Presidents shall 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 from that Local shall 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 shall be made by UNW Headquarters and any changes in people attending shall 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.(Amended 02-05-09) (02 Convention)
- q. Any Local wishing to send an observer(s) to a Full Executive Meeting may do so under these guidelines:
- i. The Union of Northern Workers office must be notified by the Local President in advance of the meeting date of whom will be attending and on what days 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

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Convention)

- r. Quorum calls will be kept to a minimum. Where quorum calls are required the subject matter and/or relevant information shall be forwarded, in advance, to those Officers included in the quorum call. (Amended 94-05-14) (96 Convention)
- s. Quorum meetings, as defined in UNW By-Laws, shall be conducted, in terms of Officers participation, on a rotational basis. (94-05-14) (96 Convention)
- t. Quorum minutes are to be circulated to the Full Executive within seven (7) working days of the date of the meeting. (Amended 91-05-08) (93 Convention) (Amended 02-05-11) (02 Convention)
- u. In order to stay abreast of Federation of Labour activities, the President or Vice President of the Federation of Labour will be invited to attend a one to two hour discussion session with the UNW, at one Full Executive Meeting per year (and the AGM of the Local Presidents). (Amended 93-01-10) (93 Convention) (Amended 94-05-14) (96 Convention)

**2. REGIONAL MEETINGS AND REGIONAL OFFICES** (Amended 09-09-03)

- a. The Union will fund related election costs for elections of Regional Vice Presidents and Alternate Regional Vice Presidents. In addition funding to a maximum of three hundred (300) dollars per meeting will be provided for up to two regional general membership meetings per year. (Amended 92-05-10) (93 Convention)
- b. Wherever practical, the Union of Northern Workers shall 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 shall 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 shall be given a set of Regional Office keys for their personal use. One set of "loaner" keys shall be available for each Regional Office. The Regional Vice-President shall control the release and return of the "loaner" set to authorized groups wishing to use the Regional Office.

Duplication of the Regional Office keys is strictly prohibited.

**3. EXECUTIVE COMMITTEES**

- a. The President will be an ex-officio member of all Committees, except any committee

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which has been struck to investigate the President. (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 shall 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)
  - ii. The Committee shall conduct a financial audit of the UNW accounts. The audit shall 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)
  - iii. The Committee shall 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)
  - iv. The Committee shall 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)
  - v. All resolutions moved at both Full and Quorum Meetings of the Executive requiring an unbudgeted expenditure of Union funds shall be referred to the Finance Committee. (Amended 88-03-30) (90 Convention)
  - vi. The Committee shall 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)
  - vii. The Committee shall be designated as the Convention Finance Committee. (Amended 92-05-10) (93 Convention)
  - viii. The Finance Committee has authority to determine the rental rates of offices and apartments. Any changes shall 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/Technological Change (Standing)
  - i. The Committee shall develop territorial health and safety policies.
  - ii. The Committee shall review health and safety legislation affecting Union members and coordinate with PAC to develop programs for legislative change. (Amended 01-04-29) (02 Convention)

- iii. The Committee shall develop bargaining proposals on health and safety concerns.
  - iv. The Committee shall raise the profile and increase the awareness of occupational health and safety among members.
  - v. The Committee shall devise strategies to improve health and safety in the workplace.
  - vi. The Committee shall encourage the election or appointment of health and safety representatives in all Locals, to act as link with Local representatives, and to ensure that they are equipped to deal with health and safety concerns. (Amended 88-05-21) (90 Convention)
  - vii. The Committee shall review technological change concerns affecting Union members.
  - viii. The Committee shall develop bargaining proposals on technological change in order to minimize its adverse impact on the membership.
  - ix. There shall be a standing Health and Safety Committee consisting of at least one elected Executive member who shall be the Committee Chairperson and serve as the Union of Northern Workers Health and Safety Coordinator. The Committee Chairperson shall appoint a maximum of two additional Committee members. (Amended 84-11-10) (87 Convention) (Amended 91-05-08) (93 Convention)
  - x. The Committee Chairperson shall report to each Full Executive Meeting on the Committee's progress and activities. (Amended 91-05-08) (93 Convention)
  - xi. The Committee shall promote the appointment or election of Health and Safety Representatives /Coordinators in all Locals and the establishment of functional work site Health and Safety Committees. (Amended 91-05-08) (93 Convention)
  - xii. The Committee shall 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)
- e. Convention Resolution Committee
- i. The Union of Northern Workers has a fully functional process of submitting bargaining proposals through the local to the Executive of the Union of Northern Workers therefore the Convention Resolution committee is empowered to disregard Convention resolutions concerning bargaining proposals.

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**4. ELECTION OF REGIONAL VICE PRESIDENTS AND ALTERNATE REGIONAL VICE PRESIDENTS**

The following procedures will be followed for the elections of Regional Vice Presidents and Alternate Regional Vice Presidents:

- a. Six 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 that is recorded as a signed member in the UNW records. (05-05-19) (05 Convention)
- b. Each nominee must be nominated in writing by two members and each nominee must sign a statement indicating that if elected he/she will accept the Regional Vice President or Alternate Regional Vice President position and perform the duties required of the position. Failing to meet these requirements the nomination of the candidate shall be invalid. (Amended 95-10-14) (96 Convention)
- c. All nominations must be received by the 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)
- d. Each member running for the position of Regional Vice President will provide evidence (to be confirmed by the Headquarters office) to the Committee that she/he has given to the UNW at least one full (continuous) year of voluntary service in the capacity of a Union officer.(Amended 95-10-14) (96 Convention) (Amended 02-05-11) (02 Convention)
- e. The Committee is required to 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 the Committee, within seven (7) days of close of nomination in an amount sufficient for the committee to enclose one with each ballot. (Amended 95-10-14) (96 Convention)
- f. Within two weeks of the closing of nominations the Committee will mail a ballot to the last known mailing address (showing each candidates name in alphabetical order) of the members within the region. 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)
- g. From the date of mailing the ballots to the members a total of four weeks will be given for the members to return their vote to the Committee. 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)
- h. The deadline for the return of the first ballot will be such that the Committee can count the ballots and submit the results to the UNW President three 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)
- i. Should no candidate, on the first ballot, receive a majority vote of ballots cast, the individual receiving the fewest number of votes shall 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 that were on the membership list at the date of the original nomination call (April 1st). (Amended 95-10-14) (96 Convention)

- j. Once a candidate has received a clear majority vote of ballots cast he/she shall be declared the Regional Vice President. (Amended 95-10-14) (96 Convention)
- k. In no case will an incumbent Regional Vice President or Alternate Regional Vice President 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)
- l. Notwithstanding any other provisions of the By-Laws regarding the election of Regional Vice Presidents, should any region have a Regional Vice President vacancy within six (6) months prior to Convention and should that region complete the election of a Regional Vice President shall immediately assume office, for that period prior to and subsequent to Convention. ( Amended 92-05-10) (Amended 93-05-19) (93 Convention).

## **5. DUTIES OF OFFICERS**

- a. A letter of congratulations signed by the President of the Union should be sent to all successful candidates upon their election as Local 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 UNW President 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 shall contain a brief outline of the Union's activities and goals. The report shall 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 or the Executive Vice-Presidents shall visit each region once each year. (Amended 91-01-12) (93 Convention)
- e. The President of the UNW shall keep current and up to date job descriptions for all Executive Members. (Amended 05-05-19) (05 Convention)
- f. The President of the UNW shall keep a current and up to date Code of Conduct. (Amended 05-05-19) (05 Convention)

## **6. PAID EXECUTIVE OFFICERS AND STAFF WORKING CONDITIONS**

- i. The President's Pay Range shall be Pay Range 25, of Appendix B-1 of the UNW / GNWT Collective Agreement. The 1st Vice-President's Pay Range shall 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)
    - ii. The evaluation of the job descriptions of appointed staff of the Union shall be established through the evaluation process currently in place by the PSAC. Those results will be implemented immediately upon the completion of the evaluations, and will be reported to the UNW Triennial Convention. (Amended 05-05-20) (05 Convention)
  - b. The position of elected paid Executive Officers shall 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 shall be negotiated. These Executive members who resign their employment or are dismissed for cause, shall 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)
  - c. 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 shall 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 shall 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 shall be made prior to commencing office. However, all overtime provisions shall be excluded from either Collective Agreement and 25 days Lieu time shall be the only compensation for overtime worked for all full-time elected officers (and staff). (Amended 94-09-17) (96 Convention) (Amended 01-01-07) (02 Convention)
  - d. Full time elected officers will be permitted to carry over from year to year a maximum accumulation of seventy (70) days of annual and lieu time leave. 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:
  - iii. A lump sum payment for all unused annual leave and lieu time credits; or
  - iv. 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)
- e. Members of the Union who have filled or fill an elected position on the Executive of the Union on a full-time basis shall, 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)
- f. The Union will provide for staff, where they are not covered by the Public Service Alliance of Canada employee pension plan, a pension plan in the form of RRSP's of each staff members choosing. The pension plan shall be based on the staff's regular salary with both the staff member and the Union contributing an amount equal to six (6) percent of the salary. The contributions and deductions shall be made and recorded on the staff's bi-weekly pay and deposited to the staff's RRSP on a monthly basis. (Amended 94-05-14) (96 Convention)
- g. The Union will provide, on each bi-weekly pay, it's elected officers with an amount equal to six (6) percent on the difference only, between the pay provided to the Union officer by the officers regular employer and the rate of pay assigned to the position by the Union; provided that, the rate of pay assigned to the position by the Union is higher than the pay received by the officer from their regular employer. (Amended 92-05-10) (93 Convention)
- h. The payment of benefit premiums for the Director of Finance and Administration, and the Director of Membership Services shall be on a cost share basis in the same percentages as between the GNWT and UNW bargaining unit members.
- i. Notwithstanding h, the cost share for the present incumbents shall be as per the following:
- |    |           |              |              |
|----|-----------|--------------|--------------|
| 1. | LTD (DI)  | 85% employer | 15% employee |
| 2. | AD&D      | 50%          | 50%          |
| 3. | Life      | 50%          | 50%          |
| 4. | Ext. Ben. | 90%          | 10%          |
- (Amended 93-08-15)(93 Convention)
- j. i. Any Full-time paid Executive Officer who requests housing shall be provided housing in Yellowknife. (Amended 05-05-19) (05 Convention)
- ii. The rental rate for the union's house(s) will be \$1,110 per month. (Amended 05-05-19) (05 Convention)

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- iii. There shall be a housing subsidy of \$450.00 per month for all full-time paid Executive Officers who do not utilize union housing. (Amended 05-05-19) (05 Convention)
  - k. The Union shall provide removal 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)
  - l. The Union shall follow the Government of the Northwest Territories policy on moving expenses for full time elected UNW officers and the two Directors. (Amended 79-05-26) (81 Convention) (Amended 93-01-10) (93 Convention)

**7. HONORARIUM** (Convention 1999)

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

- a. The Honorarium shall 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 shall 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)
- c. The Director of Finance and Administration shall report on the payments annually to the Full Executive body and at Triennial Convention of the Union of Northern Workers. (Amended 00-05-09) (02 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. Regional Vice Presidents shall 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 shall be distributed to the Full Executive and Local Presidents. (Amended 02-05-11) (02 Convention)

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**9. ADVANCES**

- a. A Standing Advance of up to \$3,000 dollars be provided to each Regional Vice-President. (Amended 902-01-12)(93 Convention) (Amended 02-05-11) (02 Convention)
- b. A letter will be submitted from each Regional Vice-President in receipt of the standing advance that will acknowledge their indebtedness to the UNW for the advance. (Amended 91-10-18) (93 Convention) (Amended 02-05-11) (02 Convention)
- c. Regional Vice Presidents who wish to travel in their Region must submit travel plans to the President for pre-authorization, where such travel will exceed \$1,000.00 and where requested by the President a written trip report shall be submitted, such travel be charged against the budget item already established for staff travel. (Amended 93-01-09) (93 Convention) (Amended 94-05-14) (96 Convention)

**10. BUDGETS**

- a. The UNW Headquarters and all Regional Offices must 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 shall such movements result in an alteration to the approved bottom line. (Amended 05-05-19) (05 Convention)
- b. The President 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. At the end of every fiscal year, fifteen \$15.00 dollars per member shall be transferred from excess revenues to the Wage Disruption Fund. (Amended 02-05-11) (02 Convention)
- d. At the end of every fiscal year, twenty five \$25,000.00 thousand dollars shall be transferred from excess revenues to the Revenues Contingency Fund. (Amended 02-05-11) (02 Convention) (Amended 10-05-20) (11 Convention)
- e. The Union will provide an annual scholarship fund for the Union members and their offspring with the following criteria:(Amended 02-05-11) (02 Convention)
  - i. The ten (10) annual scholarships will be in the amount of \$3,000.00 dollars each. (Amended 02-05-11) (02 Convention) (Amended 05-05-20) (05 Convention)
  - ii. Scholarships will be open to UNW members, spouses, partners and children whose permanent place of residence is Canada, and who have been accepted for full-time post secondary study. (Amended 02-05-11) (02 Convention)

- iii. 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)
- iv. 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)  
  
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 of less than 8 months duration, the scholarships value will be prorated.(Amended 02-05-11) (Amended 02-08-29) (02 Convention)
- v. Scholarship applications will be received by June 30<sup>th</sup> of each year for study in the following academic year.(Amended 02-05-11) (02 Convention)
- vi. Announcement of winners will be made September 1<sup>st</sup> of each year.(Amended 02-05-11) (Amended 02-08-29) (02 Convention) (Amended 05-05-19) (05 Convention)
- vii. In order to qualify, candidates for scholarship will submit a 3 page essay, double spaced, outlining their course of studies and describing how they will use their studies to the benefit of labour in the future.(02-05-11 m/s 02.85) (Amended 02-08-29) (02 Convention) (Amended 05-05-19) (05 Convention)
- viii. Essays submitted for consideration will be judged by a panel of 3 members, at least one of whom shall be an Executive member. (Amended 02-05-11) (02 Convention) (Amended 05-05-19) (05 Convention)
- ix. The decision of whether or not to award scholarships in any given year will be at the sole discretion of the Committee.(Amended 02-05-11) (02 Convention)
- x. The decision of panel will be final.(Amended 02-05-11) (02 Convention)

Notice of the Scholarship be distributed to the UNW membership by April 1<sup>st</sup> of each year. (Amended 02-08-29) (02 Convention)

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)

## 11. 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 shall be held in strict confidence and is 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 shall 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 shall 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. All members of the Executive are entitled to a separate room if they so desire. (Amended 78-09-30) (78 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. (Amended 93-01-10) (93 Convention)
- e. All correspondence written by members of the Full Executive shall be copied to UNW HQ. (Amended 72-10-15) (75 Convention) (Amended 84-10-06) (84 Convention) (Amended 94-05-14) (96 Convention)
- f. The addresses for each regional mail box are to be distributed to each region.(Amended 73-04-13) (75 Convention)
- g. Plaque showing the Union crest shall be presented to each outgoing Full Executive Officers who have given 3 years continuous service or more, on the UNW Full Executive and are in good standing with the UNW. (Amended 93-01-10) (93 Convention) (Amended 94-05-15) (96 Convention)
- h. Alternate Regional Vice Presidents not residing in the same community as the Regional Vice President are to receive their own copy of the Reading File. (Amended 91-05-08) (93 Convention)
- i. The Union will provide business cards for the members of the Executive. (Amended 77-10-13) (78 Convention)
- j.

## **12. CONFLICT OF INTEREST**

### **UNW CODE of CONDUCT**

Contents:

- I. Introduction
  - A) What does ethics mean?
  - B) Why a Code of Conduct?
- II. Basic Principals Underlying the Code
  - A) Source of Duty
    - 1) Fiduciary Duties
    - 2) Democracy
    - 3) Confidence
  - B) Compliance and Enforcement
- III. Conflict of Interest
  - A) Compliance with Law
  - B) Fiduciary Duty
  - C) Bribes and Kick-backs

- D) Union Property
- E) Publications
- F) Theft and Embezzlement
- IV. Transition in Office
- V. Expenditure of Union Money
- VI. Privacy and Confidentiality

## **CODE OF CONDUCT FOR UNW**

### **I Introduction:**

#### **A) 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.

#### **B) 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 everyday. The Code is meant to compliment the PSAC Constitution, UNW Bylaws and Local Bylaws, not to substitute 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 behavior. The Union must encourage dialogue and discussion of ethical behavior. 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.

### **II Basic Principles Underlying the Code**

#### **A) Source of Duty**

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

They are:

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

**(1) 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 others, 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 labor organization, to:

- (A) hold its money and property solely for the benefit of the organization and its members;
- (B) to manage, invest, and expend the same in accordance with its Constitution, Bylaws and any resolution of the governing bodies adopted thereunder;
- (C) 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;
- (D) from holding or acquiring any pecuniary or personal interest which conflicts with the interest of such organization;
- (E) 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.

**(2) 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 requires members to stay abreast of 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.

**(3) 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 manor the code prohibits actions that would raise serious suspicions.

## **B) Compliance and Enforcement**

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

(1) The first priority is compliance. The Code and it's implementing structures should strive to make compliance easy. The goal is a user friendly system.

(2) 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.

(3) When enforcement is necessary, it should be both fair and effective.

### **General Rule:**

An agent of the union is prohibited in participating on behalf of the union:

(1) to do substantial business with the agent, the agent's spouse, or any of the agents immediate family.

(2) To enter into a transaction or engage in conduct that could significantly effect a company in which the agent has a substantial interest.

## **III Conflict of Interest**

### **A) 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.

### **B) 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 persons objectivity in dealing with the donor on behalf of the union.

### **C) 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.

### **D) 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:

(A) An agent of the Union may use union property if the use is authorized by the union.

(B) 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.

#### **E) 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 the discipline policy.

#### **F) Theft and Embezzlement**

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

### **IV 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 (ie: 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:

(A) Minutes of all meetings, including general membership meetings, executive board meetings, and committee meetings;

(B) Financial books and ledgers;

(C) Documentation necessary to support the financial books and ledgers;

(D) Records of grievance proceedings, including arbitrations;

(E) Collective bargaining agreements, whether or not still in effect;

(F) Official correspondence;

(G) Deeds, mortgages, leases, appraisals, insurance policies, and depreciation schedule on property;

(H) All documents originating from any other Union Affiliate.

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Wrongful destruction or retention of Union records is prohibited.

## V 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.

## VII 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

- (1) relates to Union strategy with respect to collective bargaining, organizing or contract enforcement, or
- (2) 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)

### 13. POLITICAL ACTION COMMITTEE (PAC) - (Amended 01-04-29) (02 Convention)

Purpose:

The primary objective of the PAC is to engage 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, as mandated in the UNW Bylaws.

- a. The PAC shall be the a committee of three (3) members of the Full Executive of the UNW. (Amended 10-05-20) (11 Convention)
- b. The PAC will allocate funds to each active Local of the UNW body, at the rate of \$10.00 per signed member, per annum. Total allocation shall not exceed established budget line item.
- c. For the purposes of allocation, per capita distribution will be based on membership lists as of the fourth quarter of the previous fiscal period.
- d. Any such funds shall be for the purposes as outlined in this Regulation above.
- e. Locals may allocate their funding to sister/brother Locals of the UNW for the purposes of cooperative initiatives.

- f. PAC funds will be distributed as follows:
  - i. The initial distribution will take place within 30 days of the approval of this regulation, directly to the Local Treasurer or President.
  - ii. The Finance Committee shall 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)

Additional PAC Funding

- a. All requests from Locals for PAC Funding, in excess of the regular per capita allocation shall be made in writing and supported by reasons, and a projected budget.
- b. It is incumbent on the Local seeking additional PAC Funding to demonstrate that a request for additional funding was made to the PSAC PAC fund administrators. If the additional funding was provided by PSAC, disclosure of the amount provided must be made, and if declined, confirmation of same with specific reasons must be given. All correspondence shall be in writing.

**14. VISUAL IDENTITY PROGRAMME - (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:

- a. to project a professional image;
- b. 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
- c. 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 must 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" is the official logo.



Locals may develop their own logos, but these cannot be used without the approval of UNW

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headquarters. All logos developed by locals must 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" must 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 must 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 who have questions concerning the appropriate use of the UNW logo and the UNW Visual Identity Programme should direct their inquiries to the Public Relations and Research Officer.

## **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 must 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 must be given to the RVP. 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 via their reading file. (Amended 01-04-29) (02 Convention)
  - (1) A copy of all grievance minutes of settlement along with a copy of the appropriate level grievance, that shows what the grievance was about,
  - (2) A copy of Memorandums of Understanding that are of interest.
  - (3) Prior to its release, all communication designed for consumption by the membership at large, or by members of the general public, shall be reviewed by Headquarters for the purpose of verifying factual accuracy, content appropriateness, and liability implications for the Union. Such communication shall 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 by means of Traceable Mail 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)
- c. The Local dues rebate shall be a minimum of \$400.00 per quarter. (Amended 02-05-09) (02 Convention)
- d. Forfeiture of Rebate
  - i. Union of Northern Workers By-laws require Locals to report on their financial operations on a quarterly basis.
  - 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, shall be entitled to receive seventy-five (75%) percent of their outstanding normal Rebate entitlement.
  - iii. For each month-end thereafter, delinquent locals shall 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:
    - v. That they provide reasons in writing to the Finance Committee;
    - vi. That the Finance Committee finds the reasons sufficient;
    - vii. 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)
    - viii. 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)

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**3. STRIKE WELFARE FUND**

- a. In every instance of a strike involving members of the Union the responsible Local President shall cause to be created a Strike Welfare Fund.
- b. Where practical, Strike Welfare Funds shall 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 shall 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 shall 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 shall 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, i.e., food and shelter.
- g. Full particulars of all monies raised by the Fund shall 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, shall be recorded and reported bi-weekly to the Union.
- i. At the end of the strike all funds remaining in the Strike Welfare Fund shall be forwarded to the Yellowknife head office of the Union of Northern Workers. Such funds shall be held in a special account to be used for the sole purpose of assisting other units forced to strike.
- j. Any fund raising activities intended to raise money for the strikers that are conducted by the Union, or any of its Locals or sub-Locals, shall 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 Welfare Fund sanctioned by this policy.
- l. Any member not participating in strike duties will not be entitled to any payments from the fund.

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- m. The Union will only sanction Strike Welfare Fund 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 shall cease to receive dues rebates for those members on strike. (Amended 94-05-14) (96 Convention)

#### **4. 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 their Regional Vice President in order that their issues are addressed by the Full Executive.(Amended 94-05-14) (96 Convention)
- c. The local presidents shall meet annually in Yellowknife: (02 Convention)
  - i. To identify measures to build stronger locals
  - ii. For the purpose of communication, and direction setting
  - iii. To network ideas and support; and
  - iv. To determine priorities for upcoming conventions

#### **5. 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 shall 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, i.e., letterhead,

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envelopes, and memos, at least once yearly. If required the supply will be replenished each year. (Amended 85-10-12) (87 Convention)

## **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 which 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 shall 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 shall 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 shall be met by that Local. (Amended 94-05-14) (96 Convention) (Amended 02-05-11) (02 Convention)
- e. All elected officers shall 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. Whenever possible the first course to be put on in a community will be the Union of Northern Workers orientation course. Effective January 1, 1994. (Amended 93-01-09) (93 Convention)
- h. 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)

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**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 shall be made up of members from the appropriate bargaining unit only, plus a negotiator and/or UNW representative who shall have voice but no vote. (Amended 10-10-29) (11 Convention)
  - ii. Delegates to the Bargaining Conference for members employed by the NWTPC shall be made up of the President of the UNW (or their designate), a maximum of 2 members per affected Local, and any technical support as deemed necessary by the President of the UNW. The UNW President 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 shall be made up of the President of the UNW 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 UNW. (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 shall attend. (Amended 10-10-29) (11 Convention)

(3) Where the RVP is not a member of the GNWT bargaining unit a regional delegate shall be chosen by the RVP. Only members of the GNWT bargaining unit shall 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 shall be chosen by the EVP. Only members of the GNWT bargaining unit who have also declared themselves as an equity group member shall 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 be comprised of the President 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 UNW. (Amended 89-10-08) (90 Convention) ( Amended 91-05-08) (93 Convention) (Amended 94-09-16) (96 Convention) (Amended 10-10-29) (11 Convention)

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- ii. The Union of Northern Workers negotiating team for the employees of the NWTPC will be comprised of the President 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 UNW. (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 member 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, as required.
  - vii. The President of the UNW 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 be comprised of 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 shall 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 shall be researched and submitted through the Local level bargaining committee. (Amended 80-02-29) (81 Convention)
    - ii. Local Level Bargaining Committees must 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: i.e. 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 shall be of a manageable size, containing only worthwhile and justifiable demands.
    - v. The Local Level Bargaining Committee must 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 shall elect Local Level Bargaining Committees. Each Committee shall 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 shall distribute the input call and any attached documents to members of the bargaining unit in the Local. This can be done through mailouts, posting on job site bulletin boards or a combination of both. (Amended 10-10-29) (11 Convention)
    - iii. The Local Level Bargaining Committee shall 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 shall 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 shall 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 must be present at all committee meetings and at the Local meeting called to ratify the work of the Committee.

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

The Local Level Bargaining Committee shall 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 Committees 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, then 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 shall discuss, debate and vote on all bargaining proposals, as time allows. Only those voted to go forward shall be sent to the Bargaining Team. (Amended 10-10-29) (11 Convention)

- xi. The Bargaining Conference delegates shall prioritize the proposals, and shall 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 to serve as his/her representative on Competition Appeal Boards shall be required to keep proceedings and documents confidential unless otherwise authorised/instructed by the President. (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. The outcome of grievances pertaining to fellow members, except in instances of requested confidentiality, shall be made public to members. (72 Convention)
- c. Active files on final grievances and arbitration cases should be set up in the office. (Amended 75-03-25) (75 Convention)
- d. No grievance shall 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 shall be convened in which the concerned Regional Vice President shall participate. (Amended 82-10-23) (Amended 83-01-15) (84 Convention)
- e. Grievances not supported by the Public Service Alliance shall 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:
  - ii. Send a copy of the Public Service Alliance of Canada response to the appropriate Regional Vice President along with a covering letter.
  - iii. 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.

- iv. 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.
- v. 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.
- vi. 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 shall consult with the Director of Membership Services and/or the President. They will make a decision as to referring the matter to the Full Executive or not.
- vii. 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.
- f. Closing files and notification to grievors:
  - i. The officer closing the file shall 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 recognized languages of the NT. (Amended 93-05-17) (93 Convention)
- b. The By-laws of the Union, and all relevant information, should be translated into northern native languages whenever feasible. (84 Convention)

**7. UNION OF NORTHERN WORKERS CONVENTION**

- a. Observers shall be admitted to Convention.
- b. Observers shall be defined as:
  - i. Members of the Union
  - ii. Members of the Alliance
  - iii. Members of Unions affiliated to the NWT Federation of Labour
  - iv. Accredited representatives of the press
  - v. Other persons who request credentials and whose attendance is approved by the President.
- c. Smoking is prohibited in the Convention Hall while meetings are in session. (Convention 87)
- d. At all Union of Northern Workers Conventions a committee shall be struck to administer Public Relations expenditures for the hospitality room, hospitality expenses and entertainment.
- e. The first five (5) alternate delegates elected to the PSAC National Convention shall attend that convention as fully funded observers of the Union of Northern Workers (Amended 11-07-08) (11 Convention)

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**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. (Amended 85-06-08) (87 Convention)
- c. For all conventions of Public Service Alliance of Canada an advance of three hundred fifty dollars (\$350) be forwarded to the President or Alternate with all expenditures to be supported by receipts and a written report to be submitted at the next full Executive meeting.
- d. A hospitality room or suite will be utilised at all Public Service Alliance of Canada Conventions and any beverages supplied shall 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. shall 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 shall 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 shall forfeit their daily per diem on a pro rata basis. The amount of the reduction in per diem for the day shall 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 "a" above will be notified by UNW HQ. 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)

- e. Officers of the Union are obliged to bring to the attention of the President 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. The President 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 Reading File. All members of the Executive of the Local to which the member belongs are also to receive the notice.
- g. Individuals who are penalized under this policy have a right to appeal the decision of the Director of Finance and Administration and President to the Finance Committee. The Finance Committee shall have the right to receive evidence in the case in any manner they prescribe. The decision of the Finance Committee shall be final and binding.
- h. A short summary of this policy will be distributed with every travel advance. Persons who accept a union travel advance must agree to abide by all the policies of the union while on the trip or business for which the advance is provided. (Amended 91-05-08) (93 Convention)

## 10. PUBLIC RELATIONS

- a. A Public Relations advance of one hundred dollars (\$100) will be available to the President or Alternate when on duty travel. All Public Relations expenditures must 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)
- 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 financing of any meal and banquet room must be approved by the Executive. (Amended 79-05-26) (81 Convention)
- d. The Union of Northern Workers 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)
- e. Union Newsletter and/or Website (Amended 02-05-11) (02 Convention)
  - i. The Union shall produce a newspaper for general membership distribution. (Amended 78-02-22) (78 Convention)

- ii. Union Newsletter shall 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 shall 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 shall 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 shall not be more than ten (10) such life memberships at any one time. The awarding of life memberships shall 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 shall not be required to pay dues and shall 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 shall be forwarded directly to the President. (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. 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.
- d. A representative of the Union on union business authorized by the President 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.(Amended 02-05-09) (02 Convention)
- e. Any member owing money to the Union for more than thirty (30) days will be declared a MEMBER-NOT-IN-GOOD-STANDING. Disciplinary action shall be taken against such persons in accordance with the By-laws. Prior to any action being taken, the member shall be written to by the President (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)
- f. Compensation to members for lost wages incurred as a result of participation in Union activities shall include regular wages and benefits only. Specifically, a member will not be compensated for lost overtime opportunities. (Amended 88-10-08) (90 Convention)

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**FINANCE AND ADMINISTRATION AFFAIRS**

**1. FINANCIAL REPORTS**

- a. The Director of Finance shall prepare monthly financial statements, including a balance sheet, according to program areas, which shall be circulated to the Full Executive Officers. (Amended 86-10-11) (87 Convention) (Amended 94-05-14) (96 Convention)
- b. Adjustments for expenses which have been incurred but for which the Union has not been billed should be made on each Variance Report. (Amended 91-05-08) (93 Convention)
- c. A Regional Variance report will be distributed monthly indicating budget less expenses. (Amended 91-10-18) (93 Convention)

**2. ACCOUNTING**

- a. Invoices must be initialled as approved for payment. (Amended 91-05-08) (93 Convention)
- b. All payables of the Union will be initialled and approved by the Director of Finance and Administration or a signing officer prior to the drafting of a cheque.
- c. Account receivables of over \$250.00 shall require approval of the Executive to be written off. (Amended 94-05-15) (96 Convention)
- d. An itemised account shall accompany all cheques to be signed. (Amended 76-08-26) (78 Convention)

**3. EXPENSE CLAIMS**

Expense claims shall 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. A hold back of approximately 10% of the total advance, to a maximum of \$100.00, will be retained until completion and return to headquarters of claims, receipts and forms. (Amended 82-02-05) (84 Convention)
- c. 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 members airfare costs from future Union of Northern Workers dues rebates payable to the members Local. Each Local is responsible for claiming, directly from the CLC, that portion of the members lost wages covered by the CLC. It is the Local's responsibility to obtain fully

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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)

- d. Private Accommodation Allowance for members in travel status on authorised Union business shall be \$50.00 per night. (Amended 80-05-18) (81 Convention) (Amended 94-05-14) (96) (Amended 02-05-/11) (02 Convention)
- e. That Union administration procedures be such that members eligible for Union child care subsidy programmes will be entitled to receive an appropriate amount as part of their normal travel expenses advance. (90 Convention)
- f. 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. It shall be administered in the following manner: (Amended 95-05-14) (96 Convention)
  - i. the officer shall 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 shall 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**

- a. 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 and/or Director of Finance and Administration under the following policy:
- b. 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.
- c. 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)
- d. Per Diem will cover meals and incidentals only.
- e. Taxi expenses incurred while on authorised Union business will be reimbursed upon

- presentation of receipts.
- f. The Per Diem rate for meal expenses shall be the maximum daily amount allowed the membership in Article 45 of the collective agreement. (Amended 83-01-15) (84 Convention)
  - g. Employees of the Union will receive Per Diem only when in travel status on authorised Union business.
  - h. Staff will receive Per Diem at the appropriate rate for attendance at Executive meetings, Conventions or when in travel status.
  - i. 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.
  - j. When members on Union business are away from home on a week-end they shall be reimbursed at the rate of \$8.00 for a personal long distance telephone call.
  - k. The Union will pay laundry expenses while on authorised Union travel on the same basis as the Government of Northwest Territories, except that laundry expenses shall be claimable on the fifth (5) day of travel to a maximum of thirty five (35) dollars supported by receipts. (Amended 83-01-15) (84 Convention) (Amended 93-01-11) (93 Convention)

## **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 shall make travel arrangements which take advantage of any economizer fares available.
- 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 shall be by the most direct route; no unauthorized stop-overs shall be paid for by the Union. (Amended 76-08-26) (78 Convention)

**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 Union of Northern Workers President or his/her designate, with the rental rates being set at that time. (Amended 05-05-19) (05 Convention)
- c. The rental fee for use of the meeting rooms will be five dollars (\$5.00) per utilized hour with a minimum two hour charge for each occasion. Where the Union of Northern Workers must invoice for the use of the meeting room the fee will be increased by a total of five dollars (\$5.00) for each occasion the meeting room is utilized, and for which invoicing is required.
- d. All items declared obsolete by the President 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 or designate. (Amended 94-05-15) (96 Convention)
- e. Alternate Regional Vice Presidents will have access to the Regional Office by means of care & custody of an office key, to perform the duties of the Regional Vice President in the event of the absence or incapacity of that officer or upon delegation of such duties by the Regional Vice President for his/her term of Office. (Amended 02-01-09) (02 Convention)

**7. HIRING POLICY**

**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 UNW shall declare a position vacant, newly created, or the intent to hire

- a term.
- b. The Director responsible for the positions shall ensure an advertisement is created for the position that is to be filled.
- i. For administrative positions, advertising shall take place in northern news papers, EI employment site, and the UNW , and PSAC web sites.
- ii. For all other positions advertising shall take place in northern news papers, and any Provincial news papers deemed necessary by the President or their designate. It shall 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 shall normally consist of the person to whom the position reports, one member of the Full Executive who shall where ever possible be a member of the UNW HR Committee and one other member. (Amended 06-09-14) (08 Convention)
- 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 candidates'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 shall 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 shall take part in the interview process (oral and/or written).
3. All candidates shall 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 shall be responsible for reviewing the reference check questions.
2. The Staffing Committee shall appoint a member of the Committee who will be charged with doing the reference checks.
3. Reference checks shall 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 shall 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, is responsible to ensure an appropriate offer is made regarding wages, start dates, and removal (if relevant).
  - A. The successful candidate shall 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.

If there were any Members In Good Standing who applied on the position and were unsuccessful, the job offer shall 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.
  - B. Once the above has been met and two successful reference checks have been made, a letter of offer is drawn up.
  - C. The Director of Finance and Administration shall ensure the letter of offer is duly

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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 shall 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, shall have the right to appeal. The member must provide their membership number as proof of their membership.

Upon, submitting an appeal, the Member shall 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 shall be ruled invalid.

If any valid appeals are received, the President or their designate shall 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 shall sit as a member of the Staffing Review Committee.) The President or their designate shall appoint one of the three Committee members as the Chairperson..

The Staffing Review Committee shall:

- 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 shall be by majority, where consensus cannot be reached. If the decision is to uphold the appeal, the

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Committee shall choose one of the following resolutions. (The Committee shall 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 shall be appointed by the President or their designate.

The findings of the Staffing Review Committee shall 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 shall be presented to the President 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 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 shall 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)

## **8. 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

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- 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)
  - g. With the President's approval a petty cash fund of \$200.00 may be set up in any UNW Office. (Amended 70-05-16) (72 Convention) (Amended 94-05-14) (96 Convention)
  - h. A safety deposit box is to be rented for the off-premises storage of original legal documents (Amended 85-06-08) (87 Convention). The Director of Finance, along with the normal signing officers, as designated by By-law 15, shall have access to the box (Amended 88-08-12) (90 Convention)
  - i. That performance appraisals be done on Union of Northern Workers staff annually.
  - j. The policy of the Union concerning year-end (Christmas) gifts for staff is that there be none provided. (Amended 83-05-15) (84 Convention)
9. **ELECTRONIC MAIL AND INTERNET ACCESS** (Amended 97-09-05) (99 Convention)
- a. **Definitions:**
    - i. **E-Mail:** Electronic Mail/Communication via the Internet or internal communication system.
    - ii. **Internet:** A decentralized communication system which allows uninterrupted electronic information transfer. Sometimes referred to as the "Net".
    - iii. **Internet Server:** The company which provides access to the Internet.
    - iv. **User Name:** A unique name for each Internet account with an Internet

Server.

- v. **User Password:** A highly confidential and unique combination of digits and/or letters allowing open access to the Internet. Note: anyone can know a User name, but it requires the Password to access the Internet.
- vi. **Central Co-ordinator:** Individual responsible for the monitoring, time constraints, payment and access to Internet/E-Mail including user names and passwords.
- vii. **E-Mail Address:** A combination of a user name and the Internet Server's name used to identify a specific individual or location. No address on the Internet is the same.

b. **General**

- i. All E-Mail accounts shall be monitored in the same manner as current telephone accounts.
- ii. The Director of Finance and Administration shall be responsible for the security of access codes and passwords.
- iii. The President shall require all UNW Executive Officers and/or Staff and Employees to account for additional time above that allocated to everyone.(99 Convention)
- iv. Passwords may not be released to anyone other than the Director of Finance and Administration. All correspondence shall contain the name of the sender, date and subject matter.
- v. Users of the electronic mail are expected to maintain Union standards of professionalism and ethics. (Amended 07-02-24) (08 Convention)

c. **Communications**

- i. All E-Mail correspondence shall contain the name of the originator and any names of people who are copied on the correspondence, date and subject matter.
- ii. E-Mail messages shall contain professional and concise information.
- iii. All correspondence must reference a file number, or grievance number, whichever is applicable.
- iv. Official Union Communication must have a hard copy retained by the originator, on the appropriate file, signed and dated.
- v. All Grievance, Bargaining Demands and other sensitive communication is discouraged through E-Mail, but without exception, must be done in formal, written fashion which shall still be considered as the official document.

- vi. All communication with the PSAC shall be copied to the appropriate file.
- vii. No E-Mail communication related to UNW business should be removed from any computer, unless it is copied to a disc and sent to the library with a label indicating which computer it originates from and for what time frame. (99 Convention).
- viii. Official Union Communication must have a hard copy retained by the originator, on the appropriate file, signed and dated.
- ix. All Grievance, Bargaining Demands and other sensitive communication is discouraged through E-Mail, but without exception, must be done in formal, written fashion which shall still be considered as the official document.
- x. All communication with the PSAC shall be copied to the appropriate file.
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# POLICY PAPERS

## OF THE UNION OF NORTHERN WORKERS

DATE OF LAST REVIEW

October 2011

### 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. HEALTH AND SAFETY**

**A. GENERAL STATEMENT OF PRINCIPLE**

The Union of Northern Workers is committed to work for the prevention and elimination of occupational health and safety problems in the workplace. (Amended 91-01-12) (93 Convention)

**B. SMOKING IN GOVERNMENT WORK-SITES (Amended 85-10-12) (87 Convention)**

The employer must be called upon to introduce a policy that restricts tobacco smoking within buildings owned or leased by the employer to enclosed areas specifically designated for that purpose. Areas designated for the smoking of tobacco shall be maintained at a lower pressure than adjacent areas by exhausting sufficient air from these areas directly to the exterior of the building. Assistance should be provided to Union members who wish to desist in the use of tobacco by means of clinics conducted by persons trained for that purpose. All costs associated with the provision of such clinics including, where applicable, time off work without loss of pay or benefits and travel and accommodation expenses for Union members who, in order to attend a clinic sponsored by the employer, must travel to a location other than that in which his normal workplace exists, shall be the responsibility of the employer.

III. **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.

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IV. **HUMAN RIGHTS** (Amended 88-05-21) (90 Convention) (Amended 91-01-12) (93 Convention)

- A. The Union of Northern Workers unequivocally support 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.

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V. **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 quality 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.

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VI. **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 shall 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 shall be of no less duration than 12 months as a norm;
2. seniority shall 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 shall play a dominant role in insuring adaptability to new work environments; and,
4. no relocation of governmental operation shall take place without prior consultation and agreement of the Union respecting procedures to be followed in easing the impact of such relocation on employees.

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**VII. 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 shall 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.

VIII. **PORNOGRAPHY** (84 Convention)

Being the union representing a majority of Northwest Territories employees in a wide variety of occupational groups, the Union of Northern Workers is concerned with the standard of living and working conditions of its members. This Union also believes that every member has the right to dignity and respect in the Union, the work site, and their communities.

In developing its policy on Pornography the UNW has taken the following facts into account:

1. That sexually explicit materials portraying women and children in submissive and humiliating situations are offensive and degrading;
2. That pornography injures women by displaying them as powerless in dehumanised and degrading sexual situations;
3. That marketing the images of people in demeaning or violent situations undermines values that are essential to our society;
4. that exposure to pornography results in desensitisation of individuals, especially children, and negatively affects the development of a healthy sexual self; ,and
5. that pornography is an example of institutionalised sexism.

Based on the above the Union of Northern Workers will:

- a. continue to combat all forms of sexism on the job;
- b. lobby for the establishment of guidelines on sex role stereotyping to be enforced by the Canadian Radio Television Commission and other regulatory agencies within the scope of their supervisory and regulatory role;
- c. develop an affirmative action policy to promote a positive portrayal of women;
- d. recommend that funding be allocated to educational programming designed to combat sexism of the Northwest Territories; and
- e. lobby for the development of legislation governing the availability of pornographic materials in the Northwest Territories.