

CONSTITUTION

OF THE

NOVA SCOTIA NURSES' UNION

As amended at the April 2017
Annual General Meeting

NOVA SCOTIA NURSES' UNION
Founded June 15th, 1976

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ARTICLE 1 - NAME

- 1.01** This organization shall be known as the Nova Scotia Nurses' Union (hereinafter referred to as the "Nurses' Union").
- 1.02** In the interpretation of this Constitution, the feminine gender used herein shall mean and include the masculine and the singular shall include the plural and vice versa as applicable.
- 1.03** The Headquarters of the Nurses' Union shall be located in the Halifax Regional Municipality.

ARTICLE 2 - OBJECTIVES

- 2.01** The advancement of the social, economic and general welfare of the nurses and other allied personnel.
- 2.02** The regulation of relations between nurses and other allied personnel and their employers and the negotiation of written contracts with employers implementing progressively better conditions of employment.
- 2.03** The promotion of effective communication with employees.
- 2.04** The regulation of relations between nurses and other allied personnel and their employers and the negotiation of written contracts with employers implementing progressively better conditions of employment. The promotion of the knowledge of nurses and other allied personnel in all things related to their social and economic welfare through education and research.
- 2.05** The promotion of unity within the nursing profession and other allied fields through cooperation with and in support of other organizations.
- 2.06** To promote political awareness amongst the membership.
- 2.07** The promotion of the highest standards of health care.
- 2.08** The promotion of the nursing profession.

ARTICLE 3A – NOVA SCOTIA COUNCIL OF NURSING UNIONS

3A.01 Notwithstanding any other article in this Constitution, as long as the Nurses’ Union is affiliated to the Nova Scotia Council of Nursing Unions (the “Nursing Council”), Article 3A shall apply. For greater clarity, where there is a conflict between Article 3A and any other article in this Constitution, this article shall apply.

Without limiting the generality of the forgoing, the following articles in this Constitution shall not apply as long as the Nurses’ Union is affiliated to the Nursing Council:

- (i) Article 4:03(b)(ii)
- (ii) Article 4.03(c)(i)
- (iii) Article 4:03(e)(ii)
- (iv) Article 4:03(f)(ii)
- (v) Article 4.03(g)(ii)
- (vi) Article 4.03(h)(ii)
- (vii) Article 5.02
- (viii) ARTICLE 10 - COLLECTIVE BARGAINING

3A.02 President

- (i) The President may represent the Nurses’ Union on committees of the Nursing Council and may act as chair of any committee of the Nursing Council.
- (ii) The President may vote as a member of any committee of the Nursing Council.

3A.03 Collective Bargaining

- (i) The Nurses’ Union shall establish Provincial Negotiating Committees for all sectors to negotiate collective agreements with each Employer for which the Nurses’ Union or any of its Locals has been certified to represent employees of a bargaining unit.
- (ii) The Executive Director shall determine the appropriate non-voting staff resources to support the Provincial Negotiating Committees.
- (iii) The Board of Directors shall be responsible for the formulation and development of the general collective bargaining objectives of the Nurses' Union and for the presentation of the said objectives to the membership at meetings for discussion and approval. The Board of Directors may delegate to one or more committees any of its collective bargaining responsibilities.

3A.04 Acute Care Sector

3A.04 (a) The composition of the Acute Care Provincial Negotiating Committee is as follows:

- (i) The President;
- (ii) The First Vice President or a Board member designated by the Board if the Vice President is not employed in acute care;
- (iii) Members at Large, as follows:
 - a. Four (4) members at large employed by employers in the acute care sector, including one member at large from each of the four regions;
 - b. One (1) member at large employed by the IWK Health Centre;
 - c. One (1) member at large employed as a Licensed Practical Nurse by any employer for which the Nurses' Union has representation rights; and
 - d. Any remaining Nurses' Union representatives on the Nursing Council shall be members at large and shall be employed by employers in the acute care sector.

3A.04 (b) The Acute Care Provincial Negotiating Committee shall comprise the Nurses' Union representatives on the Nursing Council negotiating committee.

Selection of Members and Alternates

3A.04(c) One of the four (4) members at large employed by employers in the acute care sector will be elected by members in the acute care sector in each of the four (4) regions at a regional sectoral session organized for that purpose, normally at an Annual Meeting.

In the same session, each region should also elect at least one (1) alternate member at large. If the member at large from a region needs to be replaced, the alternate from that region with the most number of votes will be appointed and so on.

3A.04 (d) Members employed by the IWK Health Centre shall not attend the acute care sector meeting for the Central Region to elect a representative and alternates. The IWK members will elect their own representative and alternates to the Acute Care Negotiating Committee at an IWK Bargaining Unit meeting to be held for that purpose.

3A.04 (e) The one (1) member at large employed as a Licensed Practical Nurse by any employer for which the Nurses' Union has representation rights will be elected by members at an LPN/Graduates Component Meeting normally at an Annual Meeting.

In the same session, at least one (1) alternate member at large for this sector should be elected. If the member at large from this sector needs to be replaced, the alternate with the most number of votes will be appointed and so on.

3A.04 (f) Remaining members at large will be elected by members in the acute care sector at a session organized for that purpose, normally at an Annual Meeting.

In the same session, the members should also elect at least one (1) alternate member at large. If the member at large needs to be replaced, the alternate with the most number of votes will be appointed and so on.

3A.04(g) The Vice-President Finance, Area Vice Presidents and Vice President LPN/ Graduates may be elected as members at large on the Acute Care Negotiating Committee per Article 3A.04(a)(iii)(d) above.

3A.04(h) Appendix “F”, PART A - Provincial Bargaining Meeting shall apply to the Acute Care Sector.

Appendix “F”, PART B - Provincial Negotiating Committees shall not apply to the Acute Care Sector.

3A.05 Long Term Care Sector

3A.05(a) The mandate of the Long Term Care Provincial Negotiating Committee is set out in Appendix “F”.

3A.05(b) The composition of the Long Term Care Provincial Negotiating Committee is as follows:

- i) the President
- ii) The Vice President Long Term Care
- iii) four (4) members at large employed by employers in the long term care sector, with one member at large from each of the four regions

Selection of Members and Alternates

3A.05 (c) The four (4) members at large employed by an employer in the long term care sector will be elected to the Long Term Care Provincial Negotiating Committee by members in the long term care sector at a session organized for that purpose, normally at an Annual Meeting.

In the same session, each region should also elect at least one (1) alternate member at large for this sector. If the member at large from this sector needs to be replaced, the alternate with the most number of votes will be appointed and so on.

3A.06 Community Care Sector (Victorian Order of Nurses)

3A.06(a) The mandate of the Community Care (Victorian Order of Nurses) Provincial Negotiating Committee is set out in Appendix “F”.

3A.06(b) The composition of the Community Care (Victorian Order of Nurses) Provincial Negotiating Committee is as follows:

- i) the President
- ii) the Vice President Community Care
- iii) four (4) members at large employed by the Victorian Order of Nurses, with one member at large from each of the four regions.

Selection of Members and Alternates

3A.06(c) The four (4) members at large employed by the Victorian Order of Nurses will be elected to the Community Care (Victorian Order of Nurses) Provincial Negotiating Committee by members employed by the Victorian Order of Nurses at a session organized for that purpose, normally at an Annual Meeting.

In the same session, each region should also elect at least one (1) alternate member at large for this sector. If the member at large from this sector needs to be replaced, the alternate with the most number of votes will be appointed and so on.

3A.07 Community Care Sector (Canadian Blood Services)

3A.07(a) The mandate of the Community Care (Canadian Blood Services) Provincial Negotiating Committee is set out in Appendix “F”.

3A.07(b) The composition of the Community Care (Canadian Blood Services) Provincial Negotiating Committee is as follows:

- i) the President
- ii) the Vice President Community Care
- iii) two (2) members at large employed by Canadian Blood Services.

Selection of Members and Alternates

3A.07(c) The two (2) members at large employed by Canadian Blood Services will be elected to the Community Care (Canadian Blood Services) Provincial Negotiating Committee by members employed by Canadian Blood Services at a session organized for that purpose, normally at an Annual Meeting.

In the same session, at least one (1) alternate member at large for this sector should be elected. If the member at large from this sector needs to be replaced, the alternate with the most number of votes will be appointed and so on.

3A.08 Ratification and Strike Votes – Acute Care

None of the provisions of Article 3A.09, Article 10.08 and Article 10.09 of the Nurses' Union Constitution apply to ratification and strike votes for the acute care sector.

3A.09 Ratification and Strike Votes – Long Term Care and Community Care

A tentative collective agreement for long term care or community care sectors must be approved by seventy-five per cent (75%) of the voting members of the applicable Provincial Negotiating Committee.

3A.09 (a) Once a Provincial Negotiating Committee reaches a tentative collective agreement with an employer, or group of employers, such tentative collective agreement must be provided to the Board of Directors before such tentative collective agreement may be presented to the sectoral membership of the Union.

3A.09 (b) A secret ballot provincial ratification vote of the employees in the applicable bargaining unit will be held at such time, and under such conditions, as the Board of Directors may determine, keeping in mind the requirement to provide adequate information to the membership on the terms of the proposed tentative agreement, and the need to provide adequate time to review such information.

3A.09 (c) Voting on the long term care or community care tentative agreement must be done within five (5) business days of the information meetings. All aspects of the communication of information on the tentative agreement and the voting procedures shall be determined by the Board of Directors.

3A.09 (d) A majority of the members of the applicable sector who vote in a provincial ratification vote shall be required to vote in favour of accepting a tentative agreement before such can be entered into by the Union.

3A.09 (e) If a tentative agreement is accepted by a majority of the members of the applicable sector who vote in a Provincial ratification vote, the President, and the First Vice President of the Union, or if one of those is unavailable, at least two other members of the Provincial Negotiating Committee, shall sign a Collective Agreement on behalf of the Nurses' Union.

3A.09 (f) In the event that a majority of the members of the applicable sector who vote in a provincial ratification vote reject a tentative agreement, the Board of Directors shall determine the appropriate action.

3A.09 (g) In the event that the Board of Directors determines that a strike vote shall be held, strike votes will be conducted on such terms and time tables as the Board of Directors determines on a bargaining unit by bargaining unit basis in accordance with the provisions of the *Trade Union Act* or *Canada Labour Code* as required.

ARTICLE 3 - MEMBERSHIP

3.01 (a) All Registered Nurses, Nurse Practitioners, Speciality Nurse Practitioners or Licensed Practical Nurses or Graduate Nurses, which shall also include Grace Graduates and other allied personnel who are eligible to engage in collective bargaining are eligible for membership in the Nurses' Union, provided that no allied personnel shall be admitted to membership without the approval of the Board of Directors.

- 3.01(b)**
- (i) The Nurses' Union may establish a student affiliate membership classification.
 - (ii) A registered nursing student or a licensed practical nursing student is an affiliate who is enrolled in a nursing program in a University or College where students have membership in the Canadian Nursing Student Association.
 - (iii) A student affiliate membership will automatically cease when the student is no longer involved in a nursing program in accordance with (ii), and may be cancelled by the Board of Directors upon thirty (30) days notice to the member concerned.
 - (iv) One student affiliate member as a representative from each educational institution may attend meetings of the Union but shall not be entitled to move or second motions nor to vote at any such meeting.
 - (v) A student affiliate member is not eligible to stand as a candidate for Union office.
 - (vi) A student affiliate member is not required to pay dues to the Nurses' Union and is not represented by the Union.

3.02 Subject to other provisions of the Constitution, a member in good standing, is a member who has signed a membership card and who is actively participating in the affairs of the Nurses' Union. Without limiting the generalities of the foregoing, "actively participating" includes organizing and collective bargaining for the first Collective Agreement.

3.03 Pursuant to Article 3.02, a member in good standing of the Nurses' Union shall be a dues paying member, subject to Article 3.04, and as such shall be entitled to attend meetings, to hold office and to be a candidate for office.

3.04(a) A member of the Nurses' Union, who is suspended or terminated from employment, who continues to be represented by the Nurses' Union through the grievance and/or arbitration procedure or labour legislation complaint or professional discipline process, shall continue to be a member in good standing of the Nurses' Union, without payment of dues until such time as such representation is ended. Such member shall have all rights and privileges that membership entails.

3.04(b) A member of the Nurses' Union who is temporarily laid off or on an approved leave of absence pursuant to the Collective Agreement in effect, shall continue to be a member in

good standing of the Nurses' Union, without payment of dues for the period of such lay-off or leave of absence. Such member shall have all rights and privileges that membership entails.

3.04(c) Notwithstanding the provisions of Article 3.04(b), when a member of the Nurses' Union accepts a position with his or her Employer which is outside of the Nurses' Union Bargaining Unit for that Employer, that member shall continue to be a member in good standing of the Nurses' Union, if the member continues to pay dues as required by the applicable Collective Agreement during the period of time she or he holds the position.

3.05 An Honourary Member is an individual who is, or was, a member of NSNU or an individual who is, or was, a member of NSNU staff. Criteria for Honourary Membership is outlined in the Policies.

ARTICLE 4 - BOARD OF DIRECTORS

4.01 The affairs of the Nurses' Union shall be managed by a Board of Directors which shall be composed of the following:

1. President
2. 1st Vice President
3. Vice President Finance
4. Northern Vice President
5. Central Vice President
6. Eastern Vice President
7. Western Vice President
8. IWK Area Vice President
9. Vice President Long Term Care
10. Vice President LPN / Graduates
11. Vice President Community Care

4.02 Executive Committee

4.02(a) The Board of Directors shall establish a Standing Committee called the Executive Committee which shall be composed of the following:

1. President
2. 1st Vice President
3. Vice President Finance
4. One other member of the Board of Directors selected by the Board of Directors.

4.02(b) Between meetings of the Board of Directors, the President or the Executive Director may refer matters to the Executive Committee which cannot be dealt with by them. The Executive Committee has the same rights and authority as the Board of Directors between meetings of the Board of Directors.

4.02(c) The Executive Committee must report any of its decisions in writing to the next meeting of the Board of Directors.

4.02(d) The Executive Committee will review any policy or policy change recommended by any NSNU Committee or any Committee of the Board of Directors and obtain any required clarifications or additional information and present all for review to the full Board of Directors.

4.03 Duties of the Members of the Board of Directors

The duties of the Board of Directors of the Nurses' Union shall be as follows:

4.03(a) President

i) The President shall be the official spokesperson of the Union. This authority may be delegated by the President.

ii) The President is the Chair of any Provincial Negotiating Committee, meetings of the Board of Directors, and the Executive Committee. When acting as Chair, the President shall have the right to vote.

iii) The President shall preside at all Annual, Special, and Provincial Meetings of the Union and meetings of the Council of Presidents.

iv) When presiding at meetings, the President shall not have the right to vote, unless it is to break a tie. The President has the right to vote in any elections held at a meeting of the Nurses' Union.

v) The President is a member of the Executive Committee, the Finance Committee and the Personnel Committee of the Board of Directors.

vi) The President shall be an ex-officio member of any Provincial Nurses' Union committee.

vii) The President shall cause to be maintained full minutes of all meetings of the Board of Directors, the Executive Committee and all meetings of the Union and shall cause to be maintained all records, documents and correspondence of the Union.

viii) The President shall report on the execution and administration of the Presidential office and on the affairs of the Union to the Board of Directors and the General Meeting.

4.03(b) 1st Vice President

i) In the event that the President ceases to act, the 1st Vice President shall automatically assume the position of President until the next scheduled Annual meeting, where a member shall be elected to fill the position for the unexpired term.

ii) The First Vice President is a member of the Acute Care Negotiating Committee, and

the Executive Committee of the Board of Directors.

iii) In the event that the First Vice President ceases to act, the Board of Directors shall elect, by and from themselves, a replacement for the vacant position until the next scheduled Annual Meeting wherein a member shall be elected to fill the position for the unexpired term.

4.03(c) Vice President Finance

- i) The Vice President Finance shall not be a member of any Provincial Negotiating Committee.
- ii) The Vice President Finance reports to the Board of Directors and prepares an annual report on the finances of the Union for the Annual Meeting. The Vice President Finance also prepares a proposed budget for the next fiscal year to the Annual Meeting.
- iii) The Vice President Finance is the Chair of the Finance Committee referred to in Article 5:05(a) and is a member of the Executive Committee of the Board of Directors.
- iv) In the event that the Vice President Finance ceases to act, the Board of Directors shall elect, by and from themselves, a replacement for the vacant position until the next scheduled Annual Meeting wherein a member shall be elected to fill the position for the unexpired term.

4.03(d) Five Area Vice Presidents

- i) The Area Vice Presidents shall carry out generally the objectives of the Nurses' Union and function as members of the Board of Directors. The terms of reference for Area Vice Presidents are as outlined in Appendix "C".
- ii) None of the Area Vice Presidents may be a member of any Provincial Negotiating Committee.
- iii) In the event that an Area Vice President ceases to act, the Board of Directors shall appoint the designated alternate Area Vice President elected at the Regional level for the unexpired term.
- iv) The Board of Directors shall assign to each of the **Five** Area Vice Presidents the responsibility to chair one of the following Standing Committees of the Board of Directors and of the Union as set out in Article 5:05:
 - a) Personnel Committee [Standing Committee of the Board]
 - b) Constitution and Resolutions Committee [Standing Committee of the Union]
 - c) Annual General Meeting Operations and Nominations Committee [Standing Committee of the Union]

d) Education Committee [Standing Committee of the Union]

The membership composition and particular terms of reference for these Standing Committees are as outlined in Appendix "G" of the Constitution and the NSNU Policy Manual.

4:03(e) Vice President - Long Term Care

i) The Vice President Long Term Care shall carry out generally the objectives of the Nurses' Union and function as a member of the Board of Directors. The terms of reference of the Vice President Long Term Care are as outlined in Appendix "D".

ii) The Vice President Long Term Care may not be a member of any Provincial Negotiating Committee.

iii) In the event that the Vice President Long Term Care ceases to act, the Board of Directors shall appoint the designated alternate elected by the Long Term Care Component for the unexpired term.

4:03(f) Vice President - Licensed Practical Nurses and Graduate Nurses Component

i) The Vice President LPN/Graduates shall carry out generally the objectives of the Nurses' Union and shall function as a member of the Board of Directors. The terms of reference of this Representative shall be as outlined in Appendix "E".

ii) The Vice President LPN/Graduates may not be a member of any Provincial Negotiating Committee.

iii) In the event that the Vice President LPN/Graduates ceases to act, the Board of Directors shall appoint the designated alternate elected by the LPN/Graduates Component for the unexpired term.

4:03(g) Vice President - Community Care

i) The Vice President Community Care shall carry out generally the objectives of the Nurses' Union and function as a member of the Board of Directors. The terms of reference of the Vice President Community Care are as outlined in Appendix "I".

ii) The Vice President Community Care may not be a member of any Provincial Negotiating Committee.

iii) In the event that the Vice President Community Care ceases to act, the Board of Directors shall appoint the designated alternate elected by the Community Care Component for the unexpired term.

4.04 Eligibility

- 4.04** No person shall be a member of the Board of Directors who is not a member in good standing of the Nurses' Union.
- 4.05** The office of any member of the Board of Directors who is absent from two consecutive meetings without reason(s) satisfactory to the Board, shall be declared vacant by the Board and the appropriate provisions of the Constitution will be followed with regard to a replacement.
- 4.06** Any member of the Board may resign from office by giving notice in writing to the President.
- 4.07** Any Board Member who shall for any reason cease to hold office shall forthwith turn over to the Board of Directors all documents, assets, and properties of the Nurses' Union.

ARTICLE 5 - POWERS OF THE BOARD OF DIRECTORS

- 5.01** The Board of Directors shall be responsible for and accountable to the membership for the administration of affairs and activities of the Nurses' Union when the Nova Scotia Nurses' Union is not meeting.
- 5.02** The Board of Directors shall be responsible for the formulation and development of the general collective bargaining objectives of the Nurses' Union and for the presentation of the said objectives to the membership at meetings for discussion and approval. The Board of Directors may delegate to one or more committees any collective bargaining responsibilities.
- 5.03** To the extent necessary for the proper functioning of the Nurses' Union, the Board of Directors, or, with its authorization, the Executive Director, shall employ, retain, direct, and fix compensations for staff personnel, consultants and legal, accounting and other professional personnel, and engage and pay for the use of premises and equipment.
- 5.04** No money of the Nurses' Union shall be expended without the authorization of the Board of Directors or such person or persons as the Board of Directors or a meeting of the Nurses' Union may from time to time authorize for this purpose. The manner in which monies may be withdrawn or cheques issued by the Nurses' Union shall be determined from time to time by the Board of Directors.
- 5.05(a)** The Board of Directors shall establish the following Standing Committees of the Union:
- i) Finance Committee
 - ii) Education Committee
 - iii) Constitution and Resolutions Committee
 - iv) Annual General Meeting Operations and Nominations Committee

The membership composition and particular terms of reference for these Standing Committees of the Union are as outlined in Appendix “G” of the Constitution and in the NSNU Policy Manual.

5.05(b) These Standing Committees are accountable to the Board of Directors.

5.05(c) The Board of Directors may set up additional committees of the Nurses' Union and may appoint a chairperson and members to the committees. The committees shall be subject to any restrictions or regulations imposed upon them by the Board of Directors.

5.06 The Board of Directors in addition to all other powers vested in it is hereby authorized and empowered subject to the approval of the Nurses' Union:

5.06(a) to acquire; hold and dispose of real and personal property or any part thereof,

5.06(b) to invest money on behalf of the Nurses' Union and,

5.06(c) to borrow money for the purpose of the Nurses' Union and to give security for any money so borrowed on any of the real, personal or mixed property of the Nurses' Union by way of mortgage, pledge, charge or otherwise.

5.07 The Board of Directors may conduct a referendum among those members of the Union affected by government legislation or proposed legislation to protest said legislation by way of provincial job action, including withdrawal of services.

5.08 Council of Presidents

The Board of Directors may, at its discretion, call and attend a Council of Presidents, which is a meeting of the President/Co-Presidents, or designate, (one representative only) of each of the Chartered Locals of the Union.

The purpose of this Council of Presidents is:

- i) to inform the Local Presidents/Co-Presidents (or designates) of ongoing issues, or emerging issues
- ii) give feedback and recommendations to the Board of Directors on issues raised by the Board or by the Presidents/Co-Presidents.

The Council of Presidents shall be advisory in nature only. It has no decision making powers.

ARTICLE 6 - EXECUTIVE DIRECTOR

6.01 The Executive Director shall be appointed by and be responsible to the Board of Directors.

6.02 The duties of the Executive Director are those outlined in the job description.

ARTICLE 7 - MEETINGS OF BOARD OF DIRECTORS

7.01 The Board of Directors shall meet at the call of the President or, at the request of no fewer than three (3) members of the Board of Directors in writing to the President. In any event, the Board of Directors shall meet at least once in every four (4) months.

7.02 The time and place of meetings of the Board of Directors shall be determined by the President, provided that any meetings requested by no fewer than three (3) members of the Board of Directors pursuant to the provisions of Article 7:01 shall be held within thirty (30) days of the receipt by the President of any such request. Every Board Member shall be given at least fourteen (14) days notice of such meetings.

7.03 A majority of members of the Board of Directors shall constitute a quorum for the transaction of business.

In the event that an Area Vice President is the sole representative of that Region or of the IWK on the Board of Directors, and will be absent for more than one consecutive meeting, the Designated Alternate Area Vice President for that Region or of the IWK shall attend such meetings of the Board of Directors as may be required. If this person is unavailable, the Board of Directors shall appoint a designated alternate representative for the period of the absence.

7.04 Unless otherwise provided in this Constitution, any questions arising at a meeting of the Board of Directors shall be decided by a majority vote of the members present. Each member of the Board of Directors shall be entitled to one vote. As set out in Article 4:03 (a), the President shall have the right to vote at meetings of the Board of Directors.

7.05 At the discretion of the Board of Directors, a member of the Board may be granted a leave of absence from the Board. The length of the leave shall be no longer than the next Annual Meeting.

ARTICLE 8 - MEETINGS OF THE NURSES' UNION

8.01 The Nurses' Union shall hold an Annual Meeting at such time and place as may be determined by the Board of Directors, provided that one Annual Meeting must be held in every calendar year.

8.02 A special meeting of the Nurses' Union may be called at any time and place at the request in writing of at least one-third (1/3) of the members of the Board of Directors or of at least

one-third (1/3) of the Chartered Locals evidenced by notice in writing signed by the President/Co-President of each and shall be held within forty-five (45) days of the receipt by the President of the Nurses' Union of any such request. Any such request shall specify the subjects to be considered at such a special meeting.

8.03 Every Chartered Local shall be given at least thirty (30) days notice of the Annual Meeting and as much notice as possible of special meetings. The President/Co-President and Secretary of each Chartered Local shall make every reasonable effort to inform the members of the Chartered Local of the said meetings.

8.04 The notice of meetings shall specify the subject(s) to be considered at the meeting, and, in the case of special meetings, only such subjects as are specified in the notice calling the meeting may be considered and acted upon.

8.05 (i) Members of the Nurses' Union may submit resolutions which have been moved and seconded to the Executive Director of the Nurses' Union at least ninety (90) days prior to an Annual Meeting.

(ii) The Board of Directors, Standing Committees of the Nurses' Union and Components of the Nurses' Union may submit their own resolutions to an Annual Meeting at least sixty (60) days prior to an Annual Meeting.

(iii) The Executive Director shall forward all resolutions to the Constitution and Resolutions Committee not less than fifty-eight (58) days prior to the next Annual Meeting for preparation and presentation.

(iv) The Executive Director shall arrange to circulate all resolutions received by and reviewed by the Constitution and Resolutions Committee to each of the Locals, together with a notice of the Annual Meeting, at least thirty (30) days prior to the meeting.

(v) Resolutions which have not been circulated in this manner may only be dealt with at an Annual Meeting with the consent of two-thirds majority of those who vote and where the proposed resolution relates to a matter or development that has developed after the expiry date for receipt of resolutions set out above.

ARTICLE 9 - VOTING AT MEETINGS OF THE NURSES' UNION

9.01 Every Chartered Local is entitled to be represented by at least one voting delegate at a meeting of the Nurses' Union. Pursuant to Article 9.02 (a), the number of delegates a Chartered Local would be entitled to, will be determined by the last Membership list submitted to the Nurses' Union on or before ninety (90) days prior to the meeting. In the event of a Special Meeting, the number of delegates will be determined by the most current Membership list in the possession of the Nurses' Union at the date the Special Meeting is called.

- 9.02(a)** Each Chartered Local shall be entitled to elect or appoint one (1) voting delegate per one hundred members or portion thereof, all of whom shall be members of the Chartered Local.
- 9.02(b)** Each Chartered Local may elect or appoint alternate delegate(s) in the event the voting delegate(s) are unable to attend the meeting of the Nurses' Union. Alternate delegates shall be members of the Chartered Local.
- 9.02(c)** Each Chartered Local Union may elect or appoint one (1) observer per one hundred members or portion thereof to attend the Annual or special Meetings of the Nurses' Union at the expense of the Chartered Local. Observers must be members of the Chartered Local.
- 9.03** The Executive Director shall arrange to send to all Chartered Locals, at least thirty (30) days before each Annual Meeting, proper credential forms for delegates and observers. The Chartered Local shall send the completed copy of this credential form to the Executive Director at least fifteen (15) days prior to the meeting.
- 9.04** The Annual General Meeting Operations and Nominations Committee shall appoint at least two (2) persons to act as scrutineers for voting other than in elections which shall be governed by the provisions of Article 11. These persons shall normally be selected from the observers. The scrutineers do not have the right to vote.
- 9.05** The scrutineers shall arrange for the holding of any vote, shall distribute, collect and count ballots if used, and shall report the results in writing to the meeting.
- 9.06** Two-thirds (2/3) of the voting delegates including a representative from each region shall constitute a quorum for the transaction of business.
- 9.07** Unless otherwise provided in this Constitution or as required by the amendment provisions of this Constitution, any resolution presented at a meeting of the Nurses' Union or of any of its committees, shall be deemed to have been carried if a majority of those who vote, vote in favour of it.
- 9.08** Voting shall be a show of hands unless the chairperson otherwise directs or unless otherwise provided hereinafter.
- 9.09** Each voting delegate shall be entitled to one vote, and there shall be no votes of proxy.
- 9.10(a)** Every member of the Board of Directors shall have a vote, with the exception of the President who shall be governed by the provisions of Article 4:03(a).
- 9.10(b)** The Area Vice President who chairs the Annual General Meeting Operations and Nominations Committee shall not have the right to vote in elections, nor shall the "at large" members of that Committee as set out in Article 11:03.
- 9.10(c)** Any member of the Annual General Meeting Operations and Nominations Committee

who is a candidate for any provincially elected position on the Board of Directors, will withdraw from the Annual General Meeting Operations and Nominations Committee during the voting procedures for the position.

9.11 With respect to Articles 9:09 and 9:10, no delegate shall have more than one vote.

9.12 Unless otherwise specified in the resolution, any decision taken at a meeting shall take effect forthwith at the conclusion of the meeting.

ARTICLE 10 - COLLECTIVE BARGAINING

10.01(a) The Union shall establish a Provincial Negotiating Committee to negotiate a collective agreement with each Employer for which the Union or any of its Locals has been certified to represent employees of a bargaining unit.

10.01(b) The Executive Director shall determine the appropriate non-voting staff resources to support a Provincial Negotiating Committee.

10.02 Sectoral Representation

The composition of a Provincial Negotiating Committee is as follows:

- i) the President
- ii) the 1st Vice President
- iii) four (4) members at large employed by employers in the acute care sector, one member at large from each of the four regions
- iv) one (1) member at large employed by the IWK Health Centre
- v) one (1) member at large employed by an employer in the long term care sector
- vi) one (1) member at large employed by either of the Victorian Order of Nurses, Canadian Blood Services, or an employer in the home support sector and the community care sector
- vii) one (1) member at large employed as a Licensed Practical Nurse by any employer for which NSNU has representation rights

The mandate of a Provincial Negotiating Committee is set out in Appendix “F”.

Selection of Members and Alternates

10.03(a) One of the four (4) members at large employed by employers in the acute care sector will be elected by members in the acute care sector in each of the four (4) regions at a regional sectoral session organized for that purpose, normally at an annual meeting.

10.03(b) In the same session, each region should also elect at least one alternate member at large. If the member at large from a region needs to be replaced, the alternate from that region with the most number of votes will be appointed and so on.

- 10.03(c)** Members employed by the IWK Health Centre shall not attend the acute care sector meeting for the Central Region to elect a representative and alternates. The IWK members will elect their own representative and alternates to the Provincial Negotiating Committee at an IWK Bargaining Unit meeting to be held for that purpose.
- 10.04(a)** The one (1) member at large employed by an employer in the long term care sector will be elected by members in the long term care sector at a session organized for that purpose, normally at an annual meeting.
- 10.04(b)** In the same session, at least one (1) alternate member at large for this sector should be elected. If the member at large from this sector needs to be replaced, the alternate with the most number of votes will be appointed and so on.
- 10.05(a)** The one (1) member at large employed by either of the Victorian Order of Nurses, Canadian Blood Services, or an employer in the home support sector and the community care sector will be elected by members who are employed in those sectors at a session organized for that purpose, normally at an annual meeting.
- 10.05(b)** In the same session, at least one (1) alternate member at large for this sector should be elected. If the member at large from this sector needs to be replaced, the alternate with the most number of votes will be appointed and so on.
- 10.06(a)** The one (1) member at large employed as a Licensed Practical Nurse by any employer for which NSNU has representation rights will be elected by members at an LPN/Graduates Component Meeting normally at an annual meeting.
- 10.06(b)** In the same session, at least one (1) alternate member at large for this sector should be elected. If the member at large from this sector needs to be replaced, the alternate with the most number of votes will be appointed and so on.
- 10.07** A tentative collective agreement must be approved by seventy-five per cent (75%) of the voting members of a Provincial Negotiating Committee.
- 10.08(a)** Once a Provincial Negotiating Committee reaches a tentative collective agreement with an employer, or group of employers, such tentative collective agreement must be provided to the Board of Directors before such tentative collective agreement may be presented to the membership of the Union.
- 10.08(b)** A secret ballot provincial ratification vote will be held at such time, and under such conditions, as the Board of Directors may determine, keeping in mind the requirement to provide adequate information to the membership on the terms of the proposed tentative agreement, and the need to provide adequate time to review such information.
- 10.08(c)** Voting on the tentative agreement must be done within five (5) business days of the information meetings. All aspects of the communication of information on the tentative agreement and the voting procedures shall be determined by the Board of Directors.

10.08(d) A majority of the members of the Union who vote in a provincial ratification vote shall be required to vote in favour of accepting a tentative agreement before such can be entered into by the Union.

10.08(e) If a tentative agreement is accepted by a majority of the members of the Union who vote in a Provincial ratification vote, the President, and the Vice President of the Union, or if one of those is unavailable, at least two other members of the Provincial Negotiating Committee, shall sign a Collective Agreement on behalf of the Nurses' Union.

10.09(a) In the event that a majority of the members of the Union who vote in a provincial ratification vote reject a tentative agreement, the Board of Directors shall determine the appropriate action.

10.09(b) In the event that the Board of Directors determines that a strike vote shall be held, strike votes will be conducted on such terms and time tables as the Board of Directors determines on a bargaining unit by bargaining unit basis in accordance with the provisions of the Trade Union Act or Canada Labour Code as required.

ARTICLE 11 - ELECTIONS

11.01(a) All officers shall be elected by a clear majority of those who vote and shall hold office for two years.

11.01(b) All members of the Board of Directors elected at the May-June 2007 Annual General Meeting shall hold office until replaced at the 2010 Annual General Meeting, after which time, this provision shall be of no force and effect and the provisions of Article 11.01(a) will be effective.

11.02(a) Election of the Board of Directors:

i) All candidates for the Board of Directors, as listed in Article 4.01, shall file nomination papers, as required by the Annual General Meeting Operations and Nominations Committee, 90 days in advance of the Annual General Meeting.

ii) Nominations from the floor will be accepted only if:

a) there are no nominations for the position submitted before the closing date of nominations as stated above; or

b) if the nominee withdraws from the contest or is elected to another position and the position is left with no nominee.

11.02(b) The Election of the IWK, Central, Eastern, Northern and Western Area Vice Presidents and Alternates shall be as outlined in Appendix "C" - Terms of Reference for Area Vice Presidents and this article.

- 11.02(c)** The Election of the Vice President - Long Term Care and Designated Alternate shall be as outlined in Appendix “D” - Terms of Reference for Vice President - Long Term Care and this article.
- 11.02(d)** The Election of the Vice President - LPN/Graduates and Designated Alternate shall be as outlined in Appendix “E” - Terms of Reference - Vice President LPN/Grad and this article.
- 11.02(e)** The Election of the Vice President Community Care and Designated Alternate shall be as outlined in Appendix “I” - Terms of Reference for Vice President - Community Care and this article.
- 11.02(f)** Nominations from the floor will be accepted for designated alternates for the various Vice President positions as referred to in Articles 11.02(a), (b), (c), (d), or (e).
- 11.03** All elections shall be by secret ballot, unless otherwise provided in the Constitution.

The members of the Annual General Meeting Operations and Nominations Committee will serve as scrutineers for elections of provincially elected members.

The Regional Vice President who is the Chair of the Annual General Meeting Operations and Nominations Committee will assume the Chair of the meeting during elections.

- 11.04** Should three or more candidates be offering for the same office and no clear majority exists after the first ballot is conducted, the candidate receiving the least number of votes will be removed from the ballot until a clear majority is attained by a candidate.
- 11.05** The scrutineers shall compile a list specifying the votes received by each candidate on each ballot and shall report the results to the meeting, but not the actual number of votes cast for each candidate. The candidate receiving a clear majority of votes shall be declared elected for the ensuing term which will commence immediately following the conclusion of the meeting.
- 11.06** Nominations shall be called for each provincially elected office by the Chairperson of the Annual General Meeting Operations and Nominations Committee in the following order:

President
1st Vice President
Vice President Finance

- 11.07** The election shall be conducted in the following order:

President
1st Vice President
Vice President Finance

11.08(a) Before delegates are asked to vote at each election, the candidates will be given the opportunity to address the membership for a maximum of five (5) minutes. Candidates shall speak in alphabetical order (by surnames), except that, if any candidate currently holds the position for which they are running, they shall speak first.

11.08(b) Should the successful candidate in an election win by ten (10) votes or less, the scrutineers shall automatically conduct a recount before releasing the successful candidate's name to the assembly.

11.08(c) In the case of a tie vote for any office, the Chairperson of the Annual General Meeting Operations and Nominations Committee shall again call upon the candidates to address the meeting for a maximum of three (3) minutes.

Should a tie vote still exist after the second ballot, the Chairperson of the Annual General Meeting Operations and Nominations Committee shall again call upon the candidates to address the meeting for a maximum of three (3) minutes.

Prior to the announcement of the results of the third ballot, should a tie still exist, lots shall be drawn. The names of the candidates shall be placed in a hat. The Chairperson of the Annual General Meeting Operations and Nominations Committee shall be the member to draw the name from a hat.

ARTICLE 12 - REVENUE

12.01 The revenue of the Nurses' Union shall be derived as follows:

- (a) Each Chartered Local shall ensure that its dues are remitted to the Nurses' Union by the 15th day of the month following the month in which the revenue was collected.
- (b) Every person applying for membership in a new Bargaining Unit of the Nurses' Union for the purposes of an application for certification shall remit to the Nurses' Union an initiation fee, only if required under the applicable provincial or federal legislation. If an initiation fee is paid, there shall be a rebate of \$1.00 per initiation fee returned to the Nurses Union Local of the newly certified Bargaining Unit.
- (c) The Nurses' Union may accept any donation, grant, request, or other form of transfer of funds and properties from any charitable, governmental, educational or other source and may agree with the transfer to any specific purposes consistent with the objectives of the Nurses' Union.

12.02 The Board of Directors may grant dispensation from payment of fees or monthly dues when in its judgement such dispensations will promote the growth or interests of the Nurses' Union.

- 12.03** A Chartered Local may establish a dues structure including initiation fees providing for the payment of its members of larger dues than are determined from time to time by the Annual Meeting.
- 12.04** The Nurses' Union shall have the right to temporarily increase the dues upon its members, provided that such dues increase must first be approved at an Annual or Special Meeting of the Nurses' Union.
- 12.05** Any Funds owed to the Nurses' Union by a Chartered Local pursuant to the provisions of this Constitution shall constitute a preferred claim and must be paid promptly by the Chartered Local each month prior to the payment of any other obligations of the Chartered Local.

ARTICLE 13 - AUDIT

- 13.01** The fiscal year of the Nurses' Union shall be January 1st to December 31st, unless otherwise designated by the Board of Directors. There shall be an auditor of the Nurses' Union who shall not be a member or employee of the Nurses' Union and who shall be a Chartered Accountant. The Board of Directors shall appoint the auditor annually. The auditor shall conduct an audit once every year and shall submit a written report to the Annual Meeting.

ARTICLE 14 - CHARTERED LOCALS

- 14.01** The Nurses' Union may issue a charter to any group eligible for membership under Article 3, and the group shall thereafter be referred to as a "Chartered Local" or "Local".
- 14.02(a)** Subject to the provisions of Article 14:03, every Chartered Local shall have By-Laws as listed in Appendix "B".
- 14.02(b)** The **President/Co-President** of each Chartered Local or designate shall have the right to attend the Council of Presidents which shall meet at the discretion of the Board of Directors.
- 14.03** The By-Laws of a Chartered Local may be amended with the approval of a two-third (2/3) majority vote of those Local members who vote at a meeting of the Chartered Local and with the approval of a majority of the Board of Directors of the Nurses' Union. No such amendment shall take effect until the approval of both the Chartered Local and the Board of Directors has been obtained. Full details of the proposed amendments must be set out clearly in the notice of the meeting to all members of the Chartered Local.
- 14.04** A Local may merge with, and transfer its jurisdiction, obligation, rights, privileges, duties and assets to one or more other Locals, provided that the Local which is transferring its jurisdiction, obligation, rights, privileges, duties and assets and the Local(s) which are

receiving the said jurisdiction, obligation, rights, privileges, duties and assets have each approved the said merger and transfer by a two-thirds (2/3) majority vote of those Local members who vote at a meeting called for that purpose. When these procedures have been completed and approved by the Board of Directors, the transfer of jurisdiction shall be deemed to be completed, and on receipt of all documents pertaining to the merger, the Vice President Finance of the Nurses' Union shall issue a new or amended Charter, as appropriate, to the Local which has resulted from the merger. Until any such merger is approved by the Board of Directors, the merger and transfer of jurisdiction, obligation, rights, privileges, duties and assets shall be deemed not to have occurred.

14.05(a) The Provincial Union shall accept transfers of jurisdiction and bargaining rights from any Chartered Local.

14.05(b) A Chartered Local may, by a simple majority vote of those Local members who vote at the meeting called for that purpose of which notice has been given, transfer its jurisdiction and bargaining rights to the Provincial Union.

14.05(c) On or before November 15, 1988, or such other date determined by the Board of Directors, each Chartered Local shall hold a meeting for the purpose of determining the membership's view on transferring its bargaining rights to the Provincial Union.

14.05(d) The Local Executive shall cause the following resolution to be voted upon:

Be it resolved that (name of Local) transfers its jurisdiction and bargaining rights under the Nova Scotia *Trade Union Act* to the Nova Scotia Nurses' Union.

ARTICLE 15 - UNION DISCIPLINE COMMITTEE AND UNION DISCIPLINE APPEAL COMMITTEE

15.01 There shall be a Union Discipline Committee to hear and determine disciplinary charges in accordance with Article 16 of this Constitution.

15.02 The Union Discipline Committee shall be a committee of the Union in accordance with Appendix "H".

15.03 The Union Discipline Committee shall be comprised of one representative from each region and one alternate member who is a member of a different Local in the region and a Chairperson designated by the President of the Union.

15.04 Where a member from the region is not available for a hearing of the Union Discipline Committee or where the member has been previously involved in the events giving rise to the disciplinary charges or otherwise has a conflict of interest, the alternate member from that region shall serve for that hearing. If the Chairperson is not available to serve for a hearing, or where the member has been previously involved in the events giving rise to the disciplinary charges or otherwise has a conflict of interest, the President shall designate an alternate Chairperson for that hearing.

- 15.05** The Chairperson of the Union Discipline Committee shall have no vote on matters before the Committee except in the case of a tie, in which case the Chairperson shall have the casting vote.
- 15.06** In conducting its duties, the Union Discipline Committee shall have available to them the services of legal counsel as determined by the Executive Director.
- 15.07** There shall be a Union Discipline Appeal Committee to hear and determine disciplinary appeals from decisions of the Union Discipline Committee in accordance with Article 18 of the Constitution.
- 15.08** The Union Discipline Appeal Committee shall be a committee of the Union appointed in accordance with Appendix "H".
- 15.09** The Union Discipline Appeal Committee shall be comprised of one representative from each region and one alternate member who is a member of a different local in the region and a Chairperson designated by the President of the Union.
- 15.10** Where a member from the Region is not available for a hearing of the Union Discipline Appeal Committee or where the member has been previously involved in the events giving rise to the disciplinary charges or otherwise has a conflict of interest, the alternate member from the Region shall serve for that hearing. If the Chairperson is not available to serve for a hearing, or where the member has been previously involved in the events giving rise to the disciplinary charges or otherwise has a conflict of interest, the President shall designate an alternate Chairperson for that hearing.
- 15.11** The Chairperson of the Union Discipline Appeal Committee shall have no vote on matters before the Committee except in the case of a tie, in which case, the Chairperson shall have the casting vote.
- 15.12** In conducting its duties, the Union Discipline Appeal Committee shall have available to them the services of legal counsel as determined by the Executive Director.

ARTICLE 16 - DISCIPLINE PROCEDURES

- 16.01** Any member of the Nova Scotia Nurses' Union, including a member of the Board of Directors, a committee member, an officer of the Union or an officer of a Local found guilty of violating alone, or in concert with other members, any provision of this constitution, or a decision of a Local, or a decision of the Board of Directors, or of dishonesty, misconduct, conduct unbecoming a member, or conduct detrimental to the welfare and interests of the Nova Scotia Nurses' Union or its members, shall be subject to discipline in accordance with the procedures in this Article.
- 16.02** In the following procedures, the word "member" includes a member, a member of the Board of Directors, an officer of the Union or an officer of a Local or a committee member.

- 16.03** A charge against a member must be made in writing, shall include specific details of the alleged offence and shall be filed with the Executive Director within fourteen (14) calendar days of when the member bringing the charge became aware of the alleged offence. The Executive Director will arrange for transmission of the charge to the Union Discipline Committee members.
- 16.04** A member of the Board of Directors, an officer of the Union or an Officer of a Local or a member of a committee against whom a charge has been brought shall continue in office until a determination of the charge has been arrived at except where the member has been suspended under Article 18 of the Constitution.
- 16.05** The Executive Director shall cause a copy of the charge to be served upon the member within seven (7) working days of the filing of the charge.
- 16.06** Within four (4) weeks of the copy of such charges being served upon the member, or within such further time as the Union Discipline Committee may determine, the Chairperson of the Union Discipline Committee shall call a meeting of the Committee for the purpose of conducting a hearing at which evidence concerning the charge laid will be presented.
- 16.07** No evidence shall be considered at this hearing unless the complainant and the accused member have at least ten (10) working days notice of the hearing and has been given a reasonable opportunity to be present. The accused member shall be given every reasonable opportunity to be heard and shall have the right to cross-examine the member who filed the charge or witnesses called by the member, and shall be permitted to present evidence. All evidence shall be given under oath or affirmation. The accused member may choose to have legal counsel for assistance or may waive any or all rights set forth herein. The cost of counsel for the accused shall not be the responsibility of the Union. The Union Discipline Committee has the authority to adjourn, as the Committee may determine. If the member who makes the complaint does not appear at the hearing without reasonable excuse, the complaint will be considered to be withdrawn.
- 16.08** Upon the conclusion of the hearing, the Union Discipline Committee shall decide whether the charges are warranted. If the charges are warranted, the Committee shall decide as to penalty. The Committee's decision as to the charges and the penalty shall be issued within two weeks of the conclusion of the hearing. The decision of the Committee will be communicated in writing to the member who filed the charges, and the accused member, the Executive Director and the President of the Nurses' Union.
- 16.09** Penalties that may be imposed by the Union Discipline Committee include, without limitation, the following:
1. Reprimand
 2. Fine
 3. Suspension from membership in the Nova Scotia Nurses' Union
 4. Expulsion from Board of Directors, Committees or office in a Local
 5. Expulsion from membership in the Nova Scotia Nurses' Union

Article 3.02 does not apply to a member who has been suspended or expelled from membership in accordance with Article 16.

ARTICLE 17 - APPEAL PROCEDURE

- 17.01** A member, member of the Board of Directors, a Committee member, officer of the Union or officer of a Local upon whom discipline is imposed or the member who has laid charges may appeal a decision of the Union Discipline Committee to the Union Discipline Appeal Committee provided such appeal is made within two months after a decision of the Union Discipline Committee.
- 17.02** The Appellant shall file a request for an Appeal in writing to the Chairperson of the Union Discipline Appeal Committee care of the Executive Director and shall specify the grounds of the Appeal and the relief sought from the Union Discipline Appeal Committee.
- 17.03** Within four weeks of a copy of an Appeal being filed with the Chairperson of the Union Discipline Appeal Committee care of the Executive Director or such longer time as the Committee may determine, the Chairperson of the Union Discipline Appeal Committee shall call a meeting of the Committee for the purpose of conducting a hearing into the Appeal.
- 17.04** Notice of the hearing of the Union Discipline Appeal Committee shall be provided to all persons affected by the Appeal not less than ten (10) working days before the hearing.
- 17.05** The Appeal shall be heard on the basis of the record produced by the Union Discipline Committee unless, in the opinion of the Union Discipline Appeal Committee, new evidence should be considered on the appeal. In the event new evidence is heard all parties should be given a reasonable opportunity to be heard and shall have the right to present evidence and make representations to the Committee.
- 17.06** Upon the conclusion of the hearing, the Union Discipline Appeal Committee shall determine the appeal. The Union Discipline Appeal Committee may accept or change the decision of the Union Discipline Committee including dismissing the complaint. The Union Discipline Appeal Committee shall have the right to substitute a penalty that it considers just and reasonable if it determines that discipline is warranted. The decision of the Union Discipline Appeal Committee shall be final and binding.
- 17.07** Any party to an appeal before the Union Discipline Appeal Committee shall have the right to appeal to the next Annual Meeting following the decision of the Committee. At the Annual Meeting, the affected parties shall have the right to make representations in writing only.

17.08 During any period of appeal, if discipline is imposed, the accused member shall have the right to request the Union Discipline Appeal Committee that the implementation of discipline be delayed until the appeal process is completed and the Union Discipline Appeal Committee shall decide whether to do so.

ARTICLE 18 - EMERGENCY SITUATIONS

18.01 The President of the Union or the Board of Directors may, in an emergency, suspend temporarily any person from office in the Union or a Local, should there be serious reasons to believe:

- a) That a fraudulent or dishonest act has been committed or is about to be committed against the Union or a Local:
- b) That a serious danger threatens the Union, its members or a Local by reason of an action or omission on the part of a person holding an office of responsibility.

18.02 When a temporary suspension has been imposed by the President, it shall immediately be submitted to the Board of Directors for approval. In the event that the Board of Directors approves the temporary suspension, the member may appeal to the Union Disciplinary Appeal Committee in accordance with the procedures in this Constitution.

18.03 In any situation in which there is reason to believe that a Local has adopted or undertaken policies or activities contrary to the principles, policies and Constitution of the Nurses' Union, the Board of Directors shall have the power upon a two-thirds (2/3) majority vote of the Board of Directors to conduct an investigation into the affairs of the Local and to require the Local to amend and rectify any policies or activities contrary to the principles, policies or Constitution of the Nurses' Union and the Board of Directors may:

- a) appoint a Trustee(s) for the Local, or may,
- b) suspend the Charter of the Local on such terms and conditions as the Board of Directors may see fit.

Where a Charter of a Local is suspended or a Trustee(s) is appointed pursuant to the provisions of this Article, the Local shall be entitled to a fair hearing before the Board of Directors within three (3) months. Any action by the Board of Directors under this Article may be appealed through the Union Disciplinary Appeal Committee in accordance with this Constitution.

18.04(a) Where the Board of Directors makes an order provided for in Article 18.03, the Board of Directors or the Trustees(s) may order that all funds and properties of any nature held by the Local shall be held in trust for the purpose of effecting a re-organization of the said Local. If such re-organization is effected, those funds and properties shall be re-invested with the Local for its use and benefit; if not re-organized within a period of one (1) year, such funds and properties shall revert to the members.

18.04(b) Where the Board of Directors orders that all funds and properties held by a Local shall

be held in trust of the Nurses' Union, it shall be the duty of the officers of the Local to deliver forthwith all funds and properties of any nature held by the Local to the Executive Directors of the Nurses' Union. The Executive Director, or duly authorized agent, shall be entitled to take immediate possession of all funds, properties, books and records of the Local and shall have authority to bring appropriate legal proceedings to secure such funds, properties, books and records.

- 18.04(c)** Where the Board of Directors appoints a Trustee, the Trustee shall perform all the functions of a Local under this Constitution and shall have all the authority required to conduct the affairs and administer the funds of the Local.

ARTICLE 19 - AMENDMENTS

- 19.01** This Constitution may be amended only by a two-third (2/3) majority vote of those who vote at a meeting of the Nurses' Union. Full details of the proposed amendments must be set out in the notice of the meeting sent to every Chartered Local.
- 19.02** Unless otherwise specified in the resolution, an amendment to the Constitution shall become effective at the conclusion of the meeting at which the amendment received the necessary two-third majority vote.
- 19.03** Notwithstanding Article 8.05, and Article 19.01, and subject to two-third (2/3) majority consent of those who vote, an extraordinary constitutional amendment may be considered by the meeting where the amendment relates to a matter or development that has developed after the expiry date for receipt of resolutions.

APPENDIX "A"
**RULES OF PROCEDURE AND ORDER OF BUSINESS AT MEETINGS OF THE
NURSES' UNION**

The following rules of procedure and order of business governing meetings of the Nurses' Union shall be as follows:

- (a) The President, or in the absence of the President or at the request of the President, a Vice President shall take the chair at the time specified at all Annual and Special Meetings. In the absence of both the President and the Vice Presidents, a chairperson shall be elected by a show of hands by the delegates present at the meeting.
- (b) The chairperson shall conduct the business of the meeting.
 - 1. Approval of Minutes
 - 2. Matters Arising from the Minutes
 - 3. Report of the Vice President Finance
 - 4. Communications
 - 5. Reports of the President, Board of Directors and Executive
 - 6. Report of Committees
 - 7. Nominations, Elections & Appointments
 - 8. Unfinished Business
 - 9. New Business
 - 10. Adjournment

The order of business shall be conducted at the discretion of the Chairperson.

- (c) No matter of a sectarian character shall be discussed.
- (d) No member shall speak until recognized by the chairperson. Remarks shall be confined to the question at issue.
- (e) Speeches shall be limited to five (5) minutes except in moving a motion when the member shall be allowed ten (10) minutes.
- (f) A member shall not speak more than once to a subject until all who wish to speak have had an opportunity to do so.
- (g) A member shall not interrupt another unless concerning a point of order.
- (h) If a member is called to order, such member shall, at the request of the chairperson, take a seat until the question of order has been decided.
- (i) Should a member persist in unparliamentary conduct, the chairperson shall name the member and submit such conduct to the judgement of the meeting. The member

whose conduct is in question shall explain such conduct and then withdraw and the meeting will determine what course to pursue in the matter.

- (j) Before a question is put, the chairperson shall announce the question and shall then ask whether the meeting is ready for the question. If no member indicates a desire to speak, the question shall be put.
- (k) Any two (2) members may appeal the decision of the chair. The member initiating the appeal of the decision may state the reason for the appeal and the chairperson may give reasons for the decision. The chairperson shall then ask whether the decision of the chair shall be sustained. The question shall not be debatable except as outlined above, and the decision of the meeting shall be binding.
- (l) Committees may combine resolutions or prepare a composite to cover the intent of the question at issue. Reports of committees are not subject to amendment except such as is acceptable to the committee, provided that any resolutions contained in the report shall be considered by the meeting separately from the remainder of the report and may be amended in whole or in part. A motion to refer back to the committee for reconsideration shall be in order.
- (m) A member shall not move a motion to refer back after speaking on the question at issue.
- (n) A motion to refer back is not debatable and when properly seconded, the question shall be immediately put to the meeting.
- (o) If the report of a committee is adopted, it becomes the decision of the meeting. If defeated, it may be referred back to the committee for reconsideration.
- (p) When a question is pending before the meeting, no motion shall be in order except, to amend, to refer back, to adjourn, to postpone consideration of the question for a definite time or to put the question without further discussion. If any of the foregoing motions is defeated, it cannot be renewed until after an intermediate proceeding.
- (q) A motion may be reconsidered provided that a member who voted in favour of the original motion votes with the majority to reconsider. The vote to reconsider must be carried by a two thirds (2/3) majority.
- (r) In all matters not regulated by these rules of procedure, Bourinot's Rules of Order shall govern.

APPENDIX "B"
BY-LAWS GOVERNING CHARTERED LOCALS

BY-LAW I - NAME

This organization shall be known as the XXXX Local of the Nova Scotia Nurses' Union (hereinafter referred to as the "Chartered Local").

BY-LAW II - EXECUTIVE COMMITTEE

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

- 1) President or Co-Presidents
- 2) One (1) or more Vice-Presidents
- 3) Secretary
- 4) Treasurer
- 5) Joint Occupational Health and Safety Committee Member (JOHS Committee Member)

It may be permissible to combine the offices of Secretary and Treasurer to become Secretary-Treasurer.

It may be permissible to combine the offices of JOHS Committee member and any other Executive position if the local approves. If there is more than one JOHS Committee member for the local (multiple sites), one member may be elected to sit on the Executive for the full term or the local may decide to rotate the position. This position shall have the same rights and privileges as other local Executive members.

Each Local should consider having an LPN/Graduate Component Representative, and a shop steward and a political action representative on its Executive.

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

BY-LAW III - REPRESENTATIVES

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

BY-LAW IV - COMMITTEES

Members of each Standing Committee (if any) of a Chartered Local shall be elected by a majority vote of those Local members who vote at a Local Meeting. The Executive Committee may set up special committees of the Chartered Local and may appoint the members of each

such committee from the members of the Chartered Local, the chairperson to be chosen by the Executive Committee and to be entitled to cast a vote in the case of a tie. The Executive Committee may delegate any of its powers to any such committees. These committees shall be subject to any restrictions or regulations imposed upon them by the Executive Committee.

BY-LAW V - ELECTIONS

1. The Executive Committee shall be elected by a majority vote of those Local members who vote at each Annual Meeting of the Local.
2. Nominations for the Executive Committee and for any other positions for which elections are held shall be received from the floor.
3. Any member of the Chartered Local may be nominated provided that the nominator produces satisfactory proof that the consent of the nominee to stand for election has been attained.
4. All elections shall be by secret ballot.
5. The term of office for positions on the Executive Committee shall be no less than one (1) year and no greater than two (2) years as decided by the Local at an Annual Meeting.

BY-LAW VI - VACANCIES

In the event that a member or members of the Executive Committee of the Chartered Local should cease to act, the Executive Committee shall appoint from the members of the Chartered Local a replacement until the next regular meeting.

BY-LAW VII - ELECTION OF VOTING DELEGATE

1. Any member of the Chartered Local may nominate a voting delegate(s) or alternate voting delegate(s) to an Annual or special meeting of the Nurses' Union by filing with the Secretary or Secretary-Treasurer of the Chartered Local, at any time before the election, a form of nomination signed by the member and containing a statement in writing by the nominee with consent to stand for election.
2. A voting delegate and an alternate voting delegate, to attend any meeting of the Nova Scotia Nurses' Union (hereinafter referred to as the Nurses' Union), shall be elected by a majority vote of those Local members who vote at a meeting of the Chartered Local. The alternate voting delegate shall act whenever the voting delegate is unable to do so.
3. Both voting delegates(s) and the alternate voting delegate(s) shall be members of the Chartered Local.

BY-LAW VIII - MEETINGS

1. Once in every calendar year there shall be an Annual Meeting of the Chartered Local called by the President or Co-Presidents. At least two (2) weeks' notice of such a meeting shall be given. The affairs of the Chartered Local shall be reviewed and planned, and elections may be held. Elections shall be held in accordance with By-Law V.

- a) A special meeting may be called at any time and place by the President or Co Presidents of the Local, members shall be given reasonable notice.

A special meeting of the Chartered Local may be called at the request of any three (3) members of the Chartered Local made in writing to the President or Co-Presidents. As much notice as possible will be given and the meeting will be held within three (3) to five (5) days of request.

The rules of procedure and order of business governing meetings of the Chartered Local shall be as outlined in Appendix "A".

BY-LAW IX - QUORUM

1. The lesser of five (5) members of the Chartered Local or ten (10) percent of the members shall constitute a quorum of the Chartered Local for the transaction of business.
2. Three (3) members of the Executive Committee shall constitute a quorum of the Executive Committee for the transaction of business.

BY-LAW X

PRESIDENT

The President or Co-Presidents shall be the senior executive officer of the Chartered Local and shall act as chairperson at all meetings of the Executive Committee and the Chartered Local. In the case of a tie in a vote of the Executive Committee or the Chartered Local or of any other committee the President or Co-Presidents chairs, the President or Co-Presidents shall have a single casting vote.

The President or Co-Presidents shall be an ex-officio member of all committees.

VICE PRESIDENT(S)

The Vice President(s) shall carry out duties as assigned by the President or Co-Presidents and act in lieu of the President or Co-Presidents in the absence of the President or Co-Presidents.

SECRETARY

The Secretary:

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

TREASURER

The Treasurer:

- a) shall be responsible for arranging for the collection and forwarding of members' dues to the Nurses' Union.
- b) shall be responsible for the safe-keeping of the money of the Chartered Local and shall keep a record of all financial transactions.
- c)
 - (1) shall make a financial report at regular meetings, the annual meeting of the Chartered Local and at meetings of the Executive Committee. The Treasurer shall also prepare the financial report for the Department of Labour (N.S.) annually.
 - (2) the financial report to the Local at regular meetings shall include the following:
 - i) The income and sources of income since the last report
 - ii) An itemized list of expenses incurred since the last report
 - iii) The balance carried forward from the previous reporting period and a balance to be carried forward as a result of the report being presented.
 - iv) A full report on any investment held by the Local.
- d) in conjunction with the Secretary, shall keep a record of the membership of the Chartered Local.
- e) shall ensure that new employees have had an opportunity to sign a membership card
- f) Salary or salary loss payments to be made to members by the provincial union, to be billed back to the Local, shall be signed by two officers of the Local other than the member receiving the payment.
- g) Expenditures of funds shall be by a specific motion or policy duly approved at a Local meeting.

JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE MEMBER (JOHS
Committee Member)

The JOHS Committee Member:

- a) shall be responsible for attending JOHS Committee meetings as scheduled.
- b) shall report on issues discussed at JOHS committees at local meetings.
- c) shall inform, if necessary, the Executive of any occupational health and safety issues between local meetings.
- d) shall reflect the positions and values of NSNU at JOHS Committee meetings.

TRUSTEE(S)

The Trustee:

- a) Each Chartered Local shall appoint or elect at least one Trustee or three Trustees.
- b) It shall be the duty of the Trustee(s) to keep watch over all monies and property of the Chartered Local.
- c) The Trustee(s) shall, along with the Treasurer and Secretary or, the Secretary/Treasurer, ensure that authorization to expend funds have been duly recorded and ensure that an annual audit of the Local Union is completed.
- d) The Secretary and Treasurer or the Secretary/Treasurer shall make available to the Trustee(s) upon demand the books and records for the purpose of an audit.

BY-LAW XI - FINANCES

- 1. Money of the Chartered Local shall be kept in a chartered bank or Credit Union.
- 2. Transactions shall be by cheque.
- 3. The Treasurer and the President or or one of the Co-Presidents shall co-sign cheques.
- 4. There shall be an annual audit each year which will be tabled at the Annual Meeting of the Chartered Local.

BY-LAW XII - DUES AND ASSESSMENTS

- 1. The Chartered Local may establish initiation fees and monthly dues higher than those set by the Nurses' Union.

2. The Chartered Local may levy assessments for special purposes upon its members, provided that any such assessment must first be approved at a meeting of the Chartered Local.

BY-LAW XIII - MERGER

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

BY-LAW XIV - TRUSTEESHIP

Whenever a Trustee for the Local has been appointed pursuant to Article 18.03 of the Constitution of the Nurses' Union, such Trustee shall take over the complete direction, control and supervision of the Local. The Trustee's acts and decisions shall not be subject to review or reversal by the Local of the Nurses' Union. Such Trustee may, in the performance of the duties of the office, with sole discretion, replace or supplant the elected officers of the Local. The Trustee shall be solely capable of, and responsible to act for, and in the name of the Local.

BY-LAW XV - AMENDMENTS

The By-Laws of a Chartered Local may be amended or altered only with the approval of a two-thirds (2/3) majority vote of those Local members who vote at a meeting of the Chartered Local and with the approval of a majority of the Board of Directors of the Nurses' Union. No such amendment shall take effect until the approval of both the Chartered Local and the Board of Directors has been obtained. Full details of the proposed amendments must be set out clearly in the notice of the meeting sent to all members of the Chartered Local.

BY-LAW- XVI - BY-LAWS FOR ACUTE CARE BARGAINING UNIT GRIEVANCE AND LABOUR MANAGEMENT COMMITTEES

Each Acute Care Bargaining Unit shall establish a Bargaining Unit Grievance and Labour Management Committee on a bargaining unit wide basis.

Effective at the May 2005 Annual General Meeting, the By-Laws for each BUGLM Committee may be amended at an Annual General Meeting of the Nova Scotia Nurses' Union effective as of the terms of the resolution.

In between Annual General Meetings, the By-Laws may be amended by the approval of a 2/3 majority vote of those BUGLM Committee members who vote at a meeting of the Committee. Full details of the proposed amendment(s) must be set out clearly in the notice of the meeting of the Committee. If such a 2/3 majority vote is achieved, the amendment shall be forwarded to the Board of Directors of the Nurses' Union for its majority approval.

1. ROLE OF THE BULGM COMMITTEE

1. To carry out the responsibilities set out in the Acute Care Collective Agreement, which currently includes (but which can be amended as the Collective Agreement is amended):
 - i. responsible for the day to day administration of the Collective Agreement (Article 5.02)
 - a) to create on an issue by issue basis, a subcommittee comprised of work site specific Employer and Union representatives for the purpose of dealing with matters of concern between the Parties which are limited to that work site (article 5.07).
 - b) To develop, as required, a “Memorandum of Agreement” with the Employer if any changes in regular shift length from the usual 7.5 hrs. or 11.25 hrs. shifts is agreed (Article 7.01). Each Memorandum of Agreement shall be reviewed by the Board of Directors before it can be entered into by representatives of a BUGLM Committee. The ultimate decision is up to the representatives of a BUGLM Committee.
 - c) To develop, as required a “Memorandum of Agreement” with the Employer if any change in the shift rotation is to occur. (Article 7.06). Each Memorandum of Agreement shall be reviewed by the Board of Directors before it can be entered into by representatives of a BUGLM Committee. The ultimate decision is up to the representatives of a BUGLM Committee.
 - d) To agree to a different time period for the posting of the hours of work if required (Article 7.13)
 - e) To meet, as required, with the Employer to agree to procedure(s) for assigning Stand-By in an equitable manner. (Article 7.25)
 - f) To decide the rate of pay for a new position, new classification, or a current position, or a current classification that is not included in Appendix “A”(Article 8.08). This shall be done by way of a Memorandum of Agreement. Each Memorandum of Agreement shall be reviewed by the Board of Directors before it can be entered into by representatives of a BUGLM Committee. The ultimate decision is up to the representatives of a BUGLM Committee.
 - g) To increase (as required and if agreed) the number of Permanent Resource Nurse positions in the Bargaining Unit (Article 8.14). This shall be done by way of a Memorandum of Agreement. Each Memorandum of Agreement shall be reviewed by the Board of Directors before it can be entered into by representatives of a BUGLM Committee. The ultimate decision is up to the representatives of a BUGLM Committee.
 - h) To agree, as reasonably required, to extensions beyond 56 weeks for leaves of absence to a position with the Employer outside the Bargaining Unit (Article 11.05)

- i) To be informed by the Employer, as required, as early as is reasonably possible regarding the possibility of displacement and layoff. (Article 11.08)
- j) To meet with the Employer, before any notice of lay off is sent to any Nurse to review certain issues related to the possibility of displacement and lay off . Each BUGLM Committee must look at the situation of each individual site and displacement proposal to ensure that the best decisions are made. A Labour Relations Representative must be contacted by a BUGLMC when a BUGLMC is involved in a displacement or layoff situation. (Article 11.08)
- k) To receive postings of job vacancies (Article 12.01)
 - l) To accept grievances from the Employer as required (Article 14.03). All other matters dealing with grievances are discussed in a separate provision regarding Grievances below.
 - m) To review all revised position descriptions within fifteen (15) days of revision. (Article 15.05)
 - n) To review, meet, hear and attempt to resolve workload complaints which have not been resolved to the satisfaction of the Nurse and to refer to Senior Management if unresolved. (Article 17)
 - o) To meet with the employer to discuss matters of concern between the Parties and in particular, but not limited to, the items set out in Article 28, as follows:
 - i. Staffing
 - ii. Orientation
 - iii. Workload
 - iv. Scheduling
 - v. Transfers
 - vi. Reassignment
 - vii. Scheduling difficulties created by short-term and long-term absences
 - viii. Displacements
 - ix. Layoffs
 - x. An amalgamation, merger, or restructuring of existing facilities
- 2. To receive for information purposes all Memoranda of Agreement that other BUGLM Committees have with other District Health Authorities.
- 3. To deal with other issues that may be delegated to the Committee by the Board of Directors.

2. COMPOSITION OF THE BUGLM COMMITTEE

The Union representatives and the alternates to the BUGLM Committee will be elected by members of the appropriate Nurses' Union Local at a meeting called for that purpose.

In the event that only one name comes forward for the position, that person will be declared elected by acclamation.

Where the Employer is the **South Shore** District Health Authority - three (3) representatives and three (3) alternates, one (1) each from the following sites:

- South Shore Regional Hospital
- Fishermen's Memorial Hospital
- Queens' General Hospital

Where the Employer is the **South West Nova** District Health Authority - three (3) representatives and three (3) alternates, one (1) each from the following sites:

- Digby General Hospital
- Roseway Hospital
- Yarmouth Regional Hospital

Where the Employer is the **Annapolis Valley** District Health Authority - three (3) representatives and three (3) alternates, from the following sites:

- Valley Regional Hospital
- Soldiers Memorial Hospital
- Annapolis Community Health Centre and Western Kings Community Health Centre - one representative to alternate/rotate from site to site as per term of office."

Where the Employer is the **Colchester East Hants** Health Authority - three (3) representatives and three (3) alternates, on the following basis:

- Colchester Hospital - two (2) representatives who will be the Co-Presidents or President and First Vice President of the Colchester Local
- Lillian Fraser Hospital - one (1) representative who will be the President of the Lillian Fraser Local

Where the Employer is the **Cumberland Health Authority** - five representatives, one from each of the following sites, and five alternates, on the following basis:

- Cumberland Regional
- Bayview
- South Cumberland Hospital
- North Cumberland Hospital
- All Saints' Hospital

Where the Employer is the **Pictou County** Health Authority - three (3) representatives and three (3) alternates, on the following basis:

- Aberdeen Hospital - two (2) representatives
- Sutherland Harris Hospital - one (1) representative

Where the Employer is the **Guysborough Antigonish Strait** Health Authority - four (4) representatives and four (4) alternates, on the following basis:

- St. Martha's Hospital
- St. Mary's Memorial Hospital
- Strait Richmond Hospital
- Eastern Memorial Hospital & Guysborough Memorial Hospital - one (1) representative to alternate/rotate from site to site as per term of office.

Where the Employer is the **Cape Breton** District Health Authority - eight (8) representatives and six (6) alternates on the following basis. Each of the six (6) alternates must hold an executive position in one of the Local Union Executives:

- Cape Breton Regional Hospital - three representatives from the site, one of whom shall be the President of the Local, + two additional representatives) (1 alternate only).
- New Waterford - the President of the Local
- Glace Bay - the President of the Local
- Northside - the President of the Local
- Inverness and Sacred Heart - one representative to alternate/rotate from site to site as per term of office.
- Buchanan Memorial and Victoria County -one representative to alternate/rotate from site to site as per term of office.

Where the Employer is the **Capital** District Health Authority - six (6) representatives and six (6) alternates, one (1) each from the following sites:

- Eastern Shore
- Hants Community
- Musquodoboit Valley
- Cobequid Multi-Service Centre
- Twin Oaks
- Dartmouth General

Where the Employer is the **Izaak Walton Killam** Health Centre - six (6) representatives, one of whom must be the Local President, and one alternate chosen by election.

3. ALTERNATES

Where adequate notice has been given, alternate representatives shall attend a BUGLM Committee meeting in the event that the regular representative is unable to attend.

4. TERM OF OFFICE

Term of Office for BUGLM Committee representatives shall be two (2) years. A representative may serve consecutive terms.

5. QUORUM

A quorum for the Committee shall be a majority of the Committee representatives.

6. CHAIR

The Union Chair of the BUGLM Committee shall be chosen by and from the Committee representatives. The Chair shall be appointed for a one (1) year term but may serve consecutive terms. The Chair of the BUGLM Committee has the right to vote.

An interim Chair may be selected from among the attending regular representatives in the event the usual chair is not present for a properly constituted meeting of the Committee.

7. SECRETARY

The Committee shall appoint a secretary from within the Committee. The Union Secretary shall be appointed for a one (1) year term and may serve consecutive terms. The Union Secretary has the right to vote.

Minutes

The Secretary will be responsible for the taking of minutes, transcribing minutes and ensuring that a copy of the draft minutes is forwarded to the Labour Relations Representative. The Secretary shall be reimbursed for reasonable expenses for supplies, i.e. paper, ink, stamps, envelopes, etc.

Receipts are required to support the claim.

The Labour Relations Representative will edit the draft minutes and send a copy to each BUGLM Committee representative.

Once the minutes are approved by the BUGLM Committee (including representatives of the Employer), the Labour Relations Representative will ensure that copies are sent to the alternate BUGLM Committee representatives, the appropriate Area Vice President of the Nurses' Union Board of Directors and each Local President in the Bargaining Unit.

8. CHIEF SHOP STEWARD

Each BUGLM must elect a Chief Shop Steward from within the Committee. The Chief Shop Steward shall be appointed for a one (1) year term and may serve consecutive terms. The Chief Shop Steward has the right to vote.

The Labour Relations Representative assigned to the Bargaining Unit will develop a monthly inventory of all active grievances in consultation with the Chief Shop Steward, other representatives of the BUGLM Committee, and Local stewards/representatives.

The Chief Shop Steward, or designate, shall meet with the appropriate Employer representative at Step 3, at all times with the assistance of a Labour Relations Representative of the Union.

The Chief Shop Steward or designate shall attend arbitrations. Other representatives of the BUGLM may attend arbitrations on their own time depending on space at the hearing and whether it is a closed hearing or not.

GRIEVANCES

- a) The BUGLM Committee shall deal with grievances at the appropriate level of the grievance procedure with due regard to the common law principles of the “duty of fair representation” which requires the exercise of discretion in good faith, objectively and honestly, after a thorough study of the grievance which takes into account the significance of the grievance and of its consequences for the grievor on the one hand and the legitimate interests of the Nurses’ Union on the other hand.
- b) The decisions of the BUGLM Committee will not be arbitrary, discriminatory or wrongful. The representation shall be fair, genuine, and shall be undertaken with integrity and competence, without major or serious negligence and without hostility to the Grievor.
- c) Any member who seeks to file a written grievance must notify the appropriate Labour Relations Representative or Chief Shop Steward, who will then ensure that the Chief Shop Steward or Labour Relations Representative (as the case may be) is so advised.
- d) The BUGLM Committee shall decide whether to refer a grievance to the next step of the grievance procedure and /or to arbitration or to withdraw a grievance.
- e) No grievance may proceed to Step 3 or to arbitration unless the BUGLM Committee representatives have considered the grievance and supported proceeding to the next step.
- f) The BUGLM Committee shall provide instructions to a Labour Relations Representatives as to possible settlement options to resolve a grievance.
- g) The BUGLM Committee shall accept, amend or reject, settlement options regarding a grievance.
- h) In all cases dealing with termination of employment, a Labour Relations Representative must be involved from the initial filing of the grievance.

9. ROLE OF AREA VICE PRESIDENT

The Area Vice President will attend at least one meeting a year (annually) of each BUGLM in their area with appropriate notice to the chair of the BUGLM and to the Labour Relations Representative who will provide notice to the Employer regarding the attendance of the Area Vice President. The Area Vice President will not have a vote at the BUGLM Committee.

The Area Vice President shall be the liaison between the BUGLM Committee and the Board of Directors of the Nurses’ Union.

10. LABOUR RELATIONS REPRESENTATIVE

The Labour Relations Representative assigned to the Bargaining Unit will provide guidance to the Committee. The Labour Relations Representative does not have a vote on the Committee.

11. MEETINGS & TELECONFERENCES

As provided in Article 28.05 of the Acute Care Collective Agreement, a BUGLM Committee shall meet at least six (6) times, but normally not more than ten (10) times, per year, with the exception of DHA 8, which may meet up to twenty (20) times per year.

The meeting may be attended at a specific location in person or held by teleconference.

12. DELEGATION

The Committee may delegate functions of the Committee to a representative of the Committee or a Sub-committee.

13. FINANCIAL POLICIES & SALARY REPLACEMENT

NSNU Salary Replacement and Expense Policies shall apply to the operation of the Committee, and its representatives, only when not covered by the Employer or the Collective Agreement.

14. HONOURARIUM

Annually, an honoraria is paid to the Union Member(s) who serve as a Chief Shop Steward and/or a Secretary of each District Health Authority of Provincial Center of Care, Bargaining Unit Grievance and Labour Management Committee.

The amount paid is based on member population of the Locals within each District Health Authority as follows:

1. For 750 members or more, each of the Chief Shop Steward and Secretary will receive five hundred (\$500) dollars.
2. For 450 members up to 749 each of the Chief Shop Steward and Secretary will receive two hundred and fifty (\$250) dollars.
3. For less than 450 members, two hundred and fifty (\$250) dollars is paid to one member working in the capacity of Chief Shop Steward and Secretary.

APPENDIX "C"
TERMS OF REFERENCE FOR FIVE (5) AREA VICE PRESIDENTS

1. The number of regions and the area covered by each region shall be determined at the Annual meeting.
2. At the Annual Meeting when elections are to be held, Regional Meetings shall take place for the purposes of electing an Area Vice President and two Alternate Vice Presidents. Members employed by the IWK Health Centre shall attend the meeting for the Central Region but shall not vote in the election of the Central Area Vice President and two Alternate Vice Presidents. The IWK members will elect their own Area Vice President and two Alternate Vice Presidents at an IWK Local meeting to be held for that purpose.
3. Each Area Vice President and designated alternate Area Vice Presidents must be a member of a Chartered Local in the Region being represented, and only members from the said Region are entitled to vote in the election of the Area Vice President and designated alternate Area Vice Presidents. The IWK Area Vice President and designated alternate Area Vice Presidents must be members of the IWK Chartered Local, and only members from the IWK Local are entitled to vote in the election of the IWK Area Vice President and designated Alternate Vice Presidents.
4. In the event that the Area Vice President or designated alternate Area Vice Presidents shall change place of employment from the IWK or from one Region to another, or for any reason cease to qualify for membership in the Nurses' Union during that term of office, such person shall resign forthwith. The designated alternate Area Vice President shall then assume the Area Vice President position for the remainder of the term of office.
5. Regional meetings are to be held at the call of the Board of Directors or on the call of the majority of Locals within the region.
6. The object of these meetings shall be:
 - a) to increase communications between the Locals.
 - b) to co-ordinate efforts for a common purpose.
 - c) to act as a liaison between the Locals and the provincial body.
7. Meetings of the IWK Local may be held at the call of the Board of Directors. The object of these meetings shall include those matters set out in section 6 of Appendix "C", above. Meetings of the IWK Local called by the Board of Directors are distinct from the regular meetings of the IWK Local, called in accordance with the Local By-Laws.
8. The Area Vice Presidents shall have the following duties and limitations:
 - a) to chair regional meetings, or IWK meetings called by the Board of Directors or called to elect the Area Vice President and the designated Alternate Vice Presidents.

- b) to draft an agenda (in association with Locals in the area), which shall be forwarded with the notice of meeting.
 - c) to represent the interests of the Board of Directors at regional or IWK meetings.
9. A secretary for each region and the IWK shall be elected to record the minutes of the regional meetings, and IWK meetings called by the Board of Directors or called to elect the Area Vice President and the designated Alternate Vice Presidents.

A copy of the minutes shall be forwarded to the provincial office. They will be typed and forwarded to the Locals of that area or the IWK. The Secretaries are not members of the Board of Directors.

10. The right to vote shall be extended to each member attending a Regional Meeting held in that member's region or each IWK member attending the IWK meeting.

APPENDIX “D”
TERMS OF REFERENCE VICE PRESIDENT LONG TERM CARE
AND ALTERNATE AND REGIONAL ASSISTANTS

1. At the Annual General Meeting when elections are to be held, a Long Term Care Component meeting shall take place for the purposes of electing a Vice President Long Term Care, four (4) Regional Long Term Care Assistants and two (2) Alternate Vice Presidents Long Term Care, chosen from among the newly-elected Regional Long Term Care Assistants.
2. Only members from the Long Term Care Locals, are entitled to vote in the election of their Vice President and Alternate Vice Presidents.
3. The Vice President Long Term Care, four (4) Regional Long Term Care Assistants, and the designated alternate Vice Presidents Long Term Care must be members of a Chartered Long Term Care Local.
4. In the event that the Vice President Long Term Care, four (4) Regional Long Term Care Assistants, or the designated alternate Vice Presidents Long Term Care shall change place of employment from working in a Long Term Care facility to another type of facility or for any other reason cease to qualify for membership in the Nurses' Union, such person shall resign forthwith.
5. The Vice President Long Term Care will preside over any meetings of the component and shall call a Component Meeting in conjunction with the Annual Meeting. The Vice President Long Term Care shall not have the right to vote when presiding, except in the case of a tie.
6. The object of these meetings shall be:
 - a) to increase communications between the Long Term Care Locals.
 - b) to co-ordinate efforts for a common purpose.
 - c) to act as a liaison between the Long Term Care Locals and the provincial body.
7. The Vice President Long Term Care shall have the following limitations and duties:
 - a) to co-ordinate activities of the Long Term Care Component.
 - b) to voice the interests of the Long Term Care Component at Board of Directors meetings.
 - c) to represent the interests of the Board of Directors to the Long Term Care Component.
8. The Assistant Representatives shall have the opportunity to meet with the Vice President Long Term Care, at least once a year. When required, they shall assist the Vice President

Long Term Care in the performance of the Vice President's duties. They shall not be members of the Board of Directors.

9. Each member attending a Long Term Care Component meeting must be a member of a Chartered Long Term Care Local and such shall have the right to vote at such meetings.
10. The Long Term Care Component may have the opportunity to meet once a year, and further, each Chartered Local of this Component will be able to send one delegate paid by the Provincial Union and any other members of the Chartered Local whose salary and expenses would be paid by the Chartered Local. The Vice President Long Term Care shall choose the meeting date and location for the one day Component Meeting. The locale and place of the meeting(s) will be subject to Board approval and budgeting restraints. Where possible, the Long Term Care Component and LPN/Graduate Component Meetings shall be held in conjunction with one another.
11. Any recommendations, motions or resolutions made at a Component Meeting must be referred to the appropriate governing body, that is the Board of Directors, or the Annual Meeting.
12. The President of NSNU or designate and/or the Executive Director or designate may attend the entire Component Meeting as observers.
13. Component Meetings, held in conjunction with the Annual Meeting, shall include those members who would otherwise be attending the Annual Meeting. However, any Component member may attend the Component Meeting provided there is no additional cost to the Provincial Union and other policies and/or guidelines are adhered to.
14. The Component cannot:
 - a) Do anything that is contrary to the Constitution (Article 2 - Objectives and Appendix "D" and "E") or policies.
 - b) make policies or act in a manner which binds the Nova Scotia Nurses' Union (since the component is not an autonomous branch of the Nova Scotia Nurses' Union).
 - c) initiate anything which entails expenditure of monies without approval of the Board of Directors.
15. For the purpose of this constitution, Long Term Care facilities shall include nursing homes, homes for special care and adult residential facilities.

APPENDIX "E"
VICE PRESIDENT - LPN/GRADUATES

1. At the Annual General Meeting when elections are to be held, a LPN/Graduates Component Meeting shall take place for the purposes of electing a Vice President – LPN/Graduates and two (2) Alternate Vice Presidents – LPN/Graduates, chosen from among the newly-elected Regional Long Term Care Assistants.
2. The Vice President - LPN/Graduate and the Designated Alternates must be a Licensed Practical Nurse or a Graduate Nurse working in that capacity and must be a member in good standing of the Union.
3. Only Licensed Practical Nurses or Graduate Nurses who are members of a Chartered Local are entitled to attend an LPN/Grad Component meeting and entitled to vote in an election of the Vice-President - LPN/Graduate and Designated Alternates and Regional Assistants.
4. In the event that the Vice President - LPN/Graduate changes status of employment from being a Licensed Practical Nurse or Graduate Nurse or for any other reason ceases to qualify for membership in the Nurses' Union, such person shall resign forthwith.
5. The Vice President - LPN/Graduate will chair any meetings of the component.
6. The object of these meetings shall be:
 - a) to increase communications between the Locals
 - b) to co-ordinate efforts for a common purpose
 - c) to act as a liaison between the Locals and the Provincial Body
7. The Vice President - LPN/Graduate shall have the following limitations and duties:
 - a) to co-ordinate activities of the component
 - b) to voice the interests of the Component to the Board of Directors
 - c) to represent the interests of the Board of Directors to the Component
8. The Assistant Representatives shall have the opportunity to meet with the Vice President - LPN/Graduate at least once a year. They shall assist the Vice President in the performance of the duties of the Vice President. They shall not be members of the Board of Directors.
9. The LPN/Graduate Component may have the opportunity to meet once a year and further, each Chartered Local of this Component will be able to send one delegate paid by the Provincial Union and any other members of the Chartered Local whose salary and expenses would be paid by the Chartered Local. The Vice President LPN/Graduate shall choose the meeting date and location for the one day Component Meeting. The locale and place of the meeting(s) will be subject to Board approval and budgeting restraints.

Where possible, the Long Term Care Component and LPN/Graduate Component Meetings shall be held in conjunction with one another.

10. Any recommendations, motions or resolutions made at a Component Meeting must be referred to the appropriate governing body from which the mandate originated, that is the Board of Directors, or the Annual Meeting.
11. The President of NSNU or designate and/or the Executive Director or designate may attend the entire Component Meeting as observers.
12. Subject to # 9, Component Meetings, held in conjunction with the Annual Meeting, shall include those members who would otherwise be attending the Annual Meeting. However, any Component member may attend the Component Meeting provided there is no additional cost to the Provincial Union and other policies and/or guidelines are adhered to.
13. The Component cannot:
 - a) Do anything that is contrary to the Constitution (Article 2 - Objectives and Appendix "D" and "E") or policies.
 - b) make policies or act in a manner which binds the Nova Scotia Nurses' Union (since the component is not an autonomous branch of the Nova Scotia Nurses' Union).
 - c) initiate anything which entails expenditure of monies without approval of the Board of Directors.
14. For the purpose of this Appendix, Graduate Nurse shall include Grace Graduates.

**APPENDIX “F”
PROVINCIAL BARGAINING**

PART A – Provincial Bargaining Meeting

1. A Provincial Bargaining Meeting shall be held prior to the expiry of the collective agreements for the purpose of developing bargaining objectives.
2. Wherever possible, this meeting will be held in conjunction with the Annual Meeting.
3. The President of the Nurses’ Union or designate shall Chair the Provincial Bargaining Meeting and shall only vote in the event of a tie.
4. The members of the Board of Directors may attend this meeting as non-voting participants
5. All members and the first of each of the alternates of the acute care, long term care and community care Provincial Negotiating Committees will attend the Provincial Bargaining Meeting as non-voting participants.
6. All NSNU Locals will be entitled to be represented at a Provincial Bargaining Meeting on the same proportionate basis as they are represented by delegates (not observers) at an Annual Meeting of the Union.

PART B – Provincial Negotiating Committees

1. The Board of Directors of the Union shall be empowered to increase the size of the voting members on the Committees if the need arises. A quorum for a meeting of the Provincial Negotiating Committees shall be a simple majority.
2. Confidentiality of the Provincial Negotiating Teams

Any planning or strategy discussions engaged in by the Provincial Negotiating Committees shall not be communicated to anyone outside the Committee in whole or in part except in a report as approved by a majority of the committee. Nothing within this policy prohibits a member(s) not supporting the report of the majority or filing a minority report. Further, nothing within this policy limits the communication between the Provincial Negotiating Committee and the NSNU Board of Directors. The Provincial Negotiating Committees will communicate on a regular basis with the NSNU Board of Directors in a manner to be determined by the President and First Vice President.

3. The mandate of a Provincial Negotiating Committee is:
 - a) to negotiate terms and conditions of employment for all NSNU members in the respective sector in the Province of Nova Scotia with the various employers who

employ NSNU members in those sectors.

- b) to attempt to negotiate the bargaining objectives established at the Provincial Bargaining Meeting
 - c) to function as a team with cohesiveness and solidarity in dealing with the employers, the public and the membership in representing the members to achieve the bargaining objectives of the Union;
 - d) to use the best collective judgement to determine when a tentative agreement reached with an employer or employers should be brought to the NSNU Board of Directors
4. A member of the Committee who fails to act in accordance with the mandate of the Committee shall be considered to be engaging in conduct detrimental to the welfare of the Union.
5. Each NSNU Local should determine its own process to establish the views of the NSNU membership regarding the bargaining objectives to be presented by the Local representatives at a Provincial Bargaining Meeting.

APPENDIX "G"
STANDING COMMITTEES

1. Pursuant to Article 4:03(b), 4:03 (e) and Article 5:05 of the Constitution, there shall be Standing Committees of the Union as follows:
 - a) Finance Committee
 - b) Education Committee
 - c) Constitution and Resolutions Committee
 - d) Annual General Meeting Operations and Nominations Committee
2. The members at large of the Annual General Meeting Operations and Nominations Committee will be appointed by the Board of Directors after calling for and reviewing expressions of interest. Following their selection, the members of that Committee will review the expressions of interests for the other Standing Committees of the Union and will select the members-at-large of those other Standing Committees. It will make recommendations to the Board of Directors regarding the appointment of the members-at-large of the other Standing Committees.
3. Using the same process, the Board will also appoint alternate members at large for each Standing Committee. These alternates will fill the vacancy of a member at large for any meeting of a Standing Committee where required or on a permanent basis if the member at large ceases to act as a member of a Standing Committee.
4. The term of appointment of the members at large to the Standing Committees of the Union shall be the same as that of the Board of Directors.
5. Members at large of Standing Committees of the Union (but not alternates) shall have the right to attend Annual Meetings of the Union at the sponsorship of the Union. These members at large shall be observers only and will not have the right to vote.

APPENDIX "H"
UNION DISCIPLINE COMMITTEE AND
UNION DISCIPLINE APPEALS COMMITTEE

1. There shall be a Union Discipline Committee and a Union Discipline Appeals Committee.
2. Each Committee shall be comprised of four (4) members, one from each region, and a chairperson chosen by the President in accordance with Article 15.03.
3. The members of the Union Discipline Committee and the Union Discipline Appeals Committee shall be elected in accordance with the requirements of Article 15 of the Constitution.
4. The Chairperson for each Committee shall be chosen in accordance with Article 15 of the Constitution, and the Guidelines for designation of the Chairpersons.
5. The term of office for each Committee member shall be shall be the same as that of the Board of Directors.

APPENDIX “I”
TERMS OF REFERENCE VICE PRESIDENT COMMUNITY CARE
AND ALTERNATE AND REGIONAL ASSISTANTS

1. At the Annual General Meeting when elections are to be held, a Community Care Component Meeting shall take place for the purposes of electing a Vice President Community Care, four (4) Regional Community Care Assistants and two (2) Alternate Vice Presidents Community Care, chosen from among the newly-elected Regional Community Care Assistants.
2. Only members from the Community Care Locals, are entitled to vote in the election of their Vice President and Alternate Vice Presidents.
3. The Vice President Community Care, four (4) Regional Community Care Assistants, and the designated alternate Vice Presidents Community Care must be members of a Chartered Community Care Local.
4. In the event that the Vice President Community Care, four (4) Regional Community Care Assistants, or the designated alternate Vice Presidents Community Care shall change place of employment from working in a Community Care facility to another type of facility or for any other reason cease to qualify for membership in the Nurses' Union, such person shall resign forthwith.
5. The Vice President Community Care will preside over any meetings of the component and shall call a Component Meeting in conjunction with the Annual Meeting. The Vice President Community Care shall not have the right to vote when presiding, except in the case of a tie.
6. The object of these meetings shall be:
 - a) to increase communications between the Community Care Locals.
 - b) to co-ordinate efforts for a common purpose.
 - c) to act as a liaison between the Community Care Locals and the provincial body.
7. The Vice President Community Care shall have the following limitations and duties:
 - a) to co-ordinate activities of the Community Care Component.
 - b) to voice the interests of the Community Care Component at Board of Directors meetings.
 - c) to represent the interests of the Board of Directors to the Community Care Component.
8. The Assistant Representatives shall have the opportunity to meet with the Vice President Community Care, at least once a year. When required, they shall assist the Vice President Community Care in the performance of the Vice President's duties. They shall not be members of the Board of Directors.

9. Each member attending a Community Care Component meeting must be a member of a Chartered Community Care Local and such shall have the right to vote at such meetings.
10. The Community Care Component may have the opportunity to meet once a year, and further, each Chartered Local of this Component will be able to send one delegate paid by the Provincial Union and any other members of the Chartered Local whose salary and expenses would be paid by the Chartered Local. The Vice President Community Care shall choose the meeting date and location for the one day Component Meeting. The locale and place of the meeting(s) will be subject to Board approval and budgeting restraints.
11. Any recommendations, motions or resolutions made at a Component Meeting must be referred to the appropriate governing body, that is the Board of Directors, or the Annual Meeting.
12. The President of NSNU or designate and/or the Executive Director or designate may attend the entire Component Meeting as observers.
13. Component Meetings, held in conjunction with the Annual Meeting, shall include those members who would otherwise be attending the Annual Meeting. However, any Component member may attend the Component Meeting provided there is no additional cost to the Provincial Union and other policies and/or guidelines are adhered to.
14. The Component cannot:
 - a) Do anything that is contrary to the Constitution (Article 2 - Objectives and Appendix "D" and "E") or policies.
 - b) make policies or act in a manner which binds the Nova Scotia Nurses' Union (since the component is not an autonomous branch of the Nova Scotia Nurses' Union).
 - c) initiate anything which entails expenditure of monies without approval of the Board of Directors.
15. For the purpose of this constitution, Community Care facilities shall include the Victorian Order of Nurses, Canadian Blood Services, home care and community care service providers.