

# Table Officer Manual

## NURSING LED BY NURSES



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## TABLE OFFICER MANUAL

# Nova Scotia Nurses' Union

## PURPOSE:

The Table Officer Manual is developed and maintained by the NSNU Provincial Office and contains a variety of information enabling each Local Union Table Officer to be more effective in carrying out their responsibilities. The Manual will be revised periodically with updated information. It is intended to provide guidance on a wide range of topics which Local Union Table Officers frequently encounter in dealing with members, local committees, employers and the citizens in their community.

# Vision, Mission, Values & Objectives

The Nova Scotia Nurses' Union is a professional union representing Licensed Practical Nurses, Registered Nurses and Nurse Practitioners in Nova Scotia's hospitals, long term care facilities, adult residential centres, VON branches and Canadian Blood Services Centres. As a member organization of the Canadian Federation of Nurses Unions, we join with our 200,000 nurse colleagues across Canada to give a voice to nurses' and patients' concerns aimed at both protecting and improving the health care system.

## OUR VISION

As a Union, we have the courage to lead, confidence to challenge, commitment to care.

## OUR MISSION

The Nova Scotia Nurses' Union advances the social, economic and work lives of nurses.

## OUR VALUES

*Integrity and Professionalism* - We believe that fair representation must be guided at all times by the highest standards of integrity which in turn compels us to maintain a professional approach in all that we do.

*Accountability and Transparency* - We believe we are ultimately accountable to our members and this is demonstrated through transparent decision-making processes and results reporting.

*Communication and Education* – We believe open communication and education are prerequisites for building a strong, cohesive and effective nurses' union.

*Compassion and Caring* - We believe we must consistently demonstrate compassion and caring for our nurses.

*Democracy* - We believe democratic practices advance society, our members' well-being, and our internal and external work as a union.

*Solidarity* - We believe in the power of solidarity by harnessing collective power and common goals, ideals and values.

*Political Action* - We believe maintaining a non-partisan stance enables us to be more effective in our political activity in advocating for positive public policy.

*Quality Health Care* - As a union, we consistently reassert our fundamental support for the principles of the Canada Health Act that laid the foundation for a publicly funded health care system for Canadians.

*Advocacy and Representation* - We believe we must be guided by the principle of equity in our advocacy and representation activities.

*Communication and Education* – We believe open communication and education are prerequisites for building a strong, cohesive and effective nurses' union.



### OUR OBJECTIVES

- The advancement of the social, economic and general welfare of the nurses and other allied personnel.
- The regulation of relations between nurses and other allied personnel and their employers and the negotiation of written contracts with employers implementing progressively better conditions of employment.
- The promotion of effective communication.
- 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.
- The promotion of unity within the nursing profession and other allied field through cooperation with and support for other organizations.
- The promotion of awareness amongst the membership.
- The promotion of the highest standards of health care.
- The promotion of the nursing profession.

# Statement of Conduct

The Nova Scotia Nurses' Union will endeavour to provide a supportive working, learning and communication environment that gives an equal opportunity to all members.

Such an atmosphere must be based on mutual respect.

The NSNU will afford any members the right to express a difference of opinion but expression of their viewpoint must be done in such a manner as NOT to undermine the dignity, integrity or self esteem of another individual.

Any verbal attack on another member or an Executive member that creates a hostile, intimidating or offensive environment will not be accepted.

- Any member experiencing a hostile verbal attack should act immediately.
- If possible, make it clear you do not welcome such behaviour – do it verbally or in writing.
- Indicate that you will take further action if the behaviour continues.
- Refer the matter to the Board of Directors for further investigation.

# Duty to Accommodate

Most of the Nurses' Union collective agreements have a "no discrimination" clause. Further, the *Human Rights Act* also prohibits discrimination on certain named grounds. The Nurses' Union argues that this legislative protection is also incorporated into the collective agreements.

Typically, the clause will read as follows:

*The Employer and the Union agree that all Nurses will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, Employers' organization or Employees' organization, physical appearance, residence, or, the association with others similarly protected, or any other prohibition of the Human Rights Act of Nova Scotia.*

Some of the collective agreements also contain a clause like this one:

*The Employer and the Union recognize their respective obligations to accommodate a disabled Nurse to the point where it is impossible to do so without undue hardship.*

We encourage you to contact the Provincial office of the Nurses' Union to

Speak to a Labour Relations Representative if you feel that any type of discrimination is occurring.

Do not try to deal with this complicated area of law by yourself. The law changes regularly as a result of court, tribunal and arbitration decisions. You could open yourself (and the Union) up to a charge of discrimination if these matters are not handled properly.

The Supreme Court of Canada has eliminated the old distinctions between "direct discrimination" and "adverse effect discrimination". Now, if a standard, or requirement is challenged as being "discriminatory", the Employer must demonstrate the following:

1. The standard has a purpose that it rationally connected to the performance of the job;
2. The employer adopted the standard in an honest and good faith belief that it was necessary to the fulfillment of a legitimate work-related purpose; and
3. The standard is reasonably necessary to the accomplishment of that legitimate work-related purpose.

To show that the standard is "reasonably necessary", the employer must demonstrate that it is **impossible to accommodate** individual employees without imposing undue hardship on the employer.

An employer has to undertake an individual assessment of an employee's

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abilities and determine whether that employee can be “accommodated” or not.

### **How do you prove you need to be accommodated?**

It is appropriate to require “proof” of the disability (or other status). Most of the Nurses’ Union Collective Agreements provide for the protection of strict confidence with respect to medical information about a Nurse.

For the most part, the Employer doesn’t need to know the “diagnosis” of the Nurse. The Employer does need to know that the Nurse has a “disability”. The Employer needs to know what the abilities of the Nurse are, not just what restrictions exist on the functional ability of the Nurse to do her or his job.

\*Remember, there must be a documented disability or medical condition. This is not about what a nurse would like, or prefer; it is about what is needed in order to be able to continue to work.

### **What the duty to accommodate requires:**

The Nurses’ Union typically tries to encourage the Employer to accommodate the duties of the actual job or position held by the Nurse first, rather than trying to find a whole new position for the Nurse.

Sometimes however, it isn’t possible to modify the position of the Nurse.

The duty to accommodate goes beyond investigating whether an employee can

perform an existing job. It also involves diligently investigating whether something can be done to existing jobs (including her own and others) to enable the member to perform the job.

Accommodations in employment may include granting a leave of absence or altering work schedules to permit religious observance, and in the case of disability, making modifications to the work environment or job requirements.

Accommodations may include adapting the physical environment of the workplace or equipment to the needs of the employee; modifying job duties to remove non-essential tasks or shifting certain duties to other employees; changing shift, overtime or holiday schedules; or assigning the employee to another job, at least temporarily, and perhaps permanently.

There can be no exhaustive list of the type of action the duty to accommodate may require. While it may be reasonable to accommodate a disabled employee by assigning the employee to a vacant position, even though he or she has less seniority, skill and ability than another employee, displacement of a senior employee may well constitute undue hardship.

What is required in any given situation will depend on the particular needs of the employee involved, the nature of the job or workplace, what changes are required and what changes are possible, and the resources of the employer.



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### **The duty to accommodate extends to the point of undue hardship.**

An employer is required to accommodate an employee up to the point of “undue hardship”.

Undue hardship is excessive disruption or interference with the employer’s operation.

However, not every disruption or interference will constitute undue hardship; the term “undue” hardship implies that accommodating an employee may require some inconvenience, expense and disruption to the employer’s business.

In determining what constitutes undue hardship, relevant factors include the financial cost of the accommodation; outside sources of funding; health and safety risks; disruption of a collective agreement; the effect on other employees; interchangeability of work force and facilities.

This list is not exhaustive. The burden of accommodation changes depending upon the size and nature of the employer’s operation, but the burden must be *substantial* and not trivial in order to constitute undue hardship.

An employer cannot rely simply on a subjective belief of speculation about undue hardship; the onus is on the employer to demonstrate, on the basis of objective evidence, that the employee cannot be accommodated without undue hardship.

### **What is the Union obligated to do?**

The Union cannot refuse to modify a collective agreement if it is necessary to achieve an accommodation.

A Union will not be required to modify the collective agreement if the accommodation involves a *substantial* departure from the normal operation of the terms and conditions of employment in the collective agreement.

The duty to accommodate should not substitute discrimination against other employees for the discrimination suffered by the employee requiring accommodation.

Any *significant* interference with the rights of others will ordinarily justify the union in refusing to consent to a measure which would have this effect. What amounts to *significant* interference will depend on the facts of each situation. This is equally the case where seniority rights must be balanced against the needs of disabled employees.

### **An employee requiring accommodation also has certain responsibilities.**

An employee has an obligation to inform an employer of his or her need for accommodation if this is not apparent. In addition, throughout the process, the employee seeking accommodation has a duty to co-operate in facilitating the search for accommodation.

# Nova Scotia Occupational Health and Safety

The Employer, the Union and individual employees have a shared responsibility in ensuring Occupational Health and Safety.

Local Union Presidents have a leadership role to perform in organizing and encouraging an effective Occupational Health and Safety program at their health care facility.

Such a program should at least include the formation of a Joint Occupational Health and Safety Committee, established in accordance with the guidelines set forth by the Provincial Department of Labour and Advanced Education, the result of the enactment of the *Occupational Health and Safety Act* (RSNS 1989, Chapter 320).

All health care facilities employing more than twenty (20) employees are required to establish such a Committee; those facilities employing less than twenty (20) employees may also establish a joint Committee where the Minister requires that such a Committee be formed.

Primary issues that need to be addressed by this Committee will include:

1. An understanding of hazardous materials at the work site.
2. The right of employees to refuse work in unsafe situations.

3. An employer's obligation to provide all necessary equipment, devices and training to protect the health and welfare of their employees.

4. Items identified by either Union or Management

Each Local Union President, members of Committees and members at large should know what constitutes a safe and healthy work environment.

In addition to the formation of a JOHS Committee, Local Union Presidents may wish to review and provide screenings for Nurses' Union members of a variety of excellent videos, concentrating on workplace health and safety issues. These videos are available through the Provincial Department of Labour and Advanced Education and/or the Canadian Labour Congress on a loan basis. Please contact the NSNU office for assistance.

# Membership Dues

Union dues and assessments are set at Annual or special meetings of the Union. Locals have the right to levy dues on their members over and above the Union Dues and assessments.

Union and Local dues and assessments will be submitted from the Employer directly to the Union. The local dues will be returned by the Union to the Local Treasurer.

All newly certified locals will commence paying Union Dues following the signing of the first Collective Agreement.

Union dues are not prorated based on salary level or hours worked. Provincial union dues are set at \$29.24 for all RNs and NPs, and \$21.48 for all LPNs each biweekly pay period.”

Upon application to the Union, members who are employed by more than one employer at the same time and pay in excess of the bi-weekly union dues and assessments will be refunded the excess amount. Notify the provincial union office if this is happening.

Your Union dues allow the union to represent you on a variety of issues. These include:

1. Contract negotiations
2. Grievances
3. Arbitrations
4. Education
5. Legal representation in CRNNS matters
6. Grievance Co-ordinating Committee meetings
7. Regional joint union/management meetings
8. Component meetings, such as HFSC component, LPN/Grad component and more.

# Officers & Committees

It is important for the members of the bargaining unit to know the members of the Local Union Executive and the Local Grievance Committee or the Nurses' Union representatives to the Bargaining Union Grievance and Labour Management Committee (BUGLM). You should list the names of the Executive, Grievance Committee and/or BUGLM members on the bulletin boards provided for the Nurses' Union. Try to introduce yourself to new members.

## DUTY OF FAIR REPRESENTATION

All Union members acting in an official capacity on behalf of the Local or Provincial Union, whether volunteer or elected, are bound by the "duty of fair representation" in all actions and decisions.

Certain principles have been set by the Supreme Court of Canada in *Canadian Merchant Service Guild and Gagnon* (1984) 1 S.C.R. 509 and should guide you in your decision-making.

**1.** The exclusive power conferred on a union to act as spokesperson for the employees in a bargaining unit entails a corresponding obligation on the union to fairly represent all employees comprised in the unit.

**2.** The right to take a grievance to arbitration is reserved to the union. The

employee does not have an absolute right to arbitration and the union enjoys considerable discretion.

**3.** The discretion must be exercised in good faith, objectively and honestly, after a thorough study of the grievance and the case taking into account the significance of the grievance and of its consequences for the employee on the one hand and the legitimate interest of the union on the other.

**4.** The union's decision must not be arbitrary, capricious, discriminatory or wrongful.

**5.** The representation by the union must be fair, genuine and not merely apparent, undertaken with integrity and competence, without serious or major negligence, and without hostility towards the employee.

## OFFICERS AND COMMITTEES

### President

The President calls and chairs all meetings of the Union Local. It is very important for the chair to be familiar with that role and the rules of parliamentary procedure. The President and the other executive members should also know the Constitution of NSNU, in particular, Article 14 - Chartered Locals and Appendices



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“A” - Rules of Procedure and Order of Business at the Nurses’ Union and “B” - By-laws Governing Chartered Locals. You can find these on the website [www.nsnu.ca](http://www.nsnu.ca).

Communication to the members is very important. Since most correspondence from the Office is sent to the Local President, it is paramount that this information be passed on to the membership. This may be done at local general meetings, through shop stewards and/or posting information (that is not confidential) on union poster boards. Members can also have direct access to the website and “What’s NU?”.

According to By-Law VII (Appendix B) each Local must have an Annual Meeting. At least two weeks notice of such meeting shall be given. The notice should state that it is an Annual Meeting and if elections are to be held, the notice should say so. During the Annual Meeting, reports should be presented by each member of the Executive Committee, the affairs of the Chartered Local shall be reviewed and planned, and elections shall be held.

The President is an ex-officio member of all Local committees and is the chief spokesperson for the Local except where otherwise delegated by the members or the Constitution. The Local President is a signing officer for cheques and correspondence.

The Local President, as chair of the meeting, does not have a vote, except in the case of a tie when she/he must vote to break the tie.

### **Vice-President**

The Local Vice-President assumes the duties of the President in the absence or upon request of the President. The Vice-President also performs other duties assigned by the President, or the members at a meeting.

The Vice-President should be kept fully informed by the President regarding any matters at the Local level, or correspondence from the provincial office of the Nurses’ Union.

### **Secretary**

The Secretary issues the notice of meetings, receives and sends general correspondence, and keeps accurate minutes of all meetings.

Minutes must be taken at all meetings of the Local. In such minutes, the motions must always include the names of the mover and seconder, and whether the motion was carried or defeated.

Minutes taken at one meeting must be read at the next meeting and approved or amended by the membership.

Past minutes must be kept and filed and, after an election of officers, must be passed to the new secretary.

### **Treasurer**

The Treasurer of an established Local receives Local dues from the provincial office. The Treasurer has new members sign application forms and keeps a record

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of same.

The Treasurer keeps an accurate record of all financial transactions and gives a monthly report to the members at regular meetings and a yearly report to the provincial Department of Labour. Contact the Nurses' Union Office Administrator for help with this.

The dues refund from the provincial office should be deposited in the Local's bank account as soon as possible. Cheques must be cashed within 6 months from date of issue, otherwise they become "stale dated", and must be re-issued.

The Treasurer pays all expenses authorized by the members at a regular meeting. All cheques must bear two signatures, that of the Treasurer and the President.

### **Trustee**

Each Local appoints or elects at least one Trustee to keep watch over all monies and property of the Local. Along with the Secretary and Treasurer, the Trustee ensures that authorizations to spend money have been duly recorded (in the minutes) and ensures that an annual audit of the Local Union is completed.

### **Joint Occupational Health and Safety Committee member (JOHS Committee member)**

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.

## OTHER POSITIONS

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

## MANAGEMENT COMMITTEES

The composition and activities of these committees are normally set out in the collective agreement. These meetings are an important liaison with management and should be held on a regular basis.

It is helpful if the joint committee has a terms of reference outlining procedures such as how often meetings will be held, who will chair, take minutes, etc., particularly, if this is not defined in your collective agreement. Topics can include such issues as staffing, orientation, workload, scheduling, transfers, reassignment and short or long term absences, or any item that Union and the Employer agree will be discussed. Collective agreements normally allow for a meeting to be called upon notice.

It is very important that good minutes be taken at these meetings. If they contain

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errors or they do not accurately reflect what transpired at the meeting, correct and revise them before they are approved. All the minutes of these meetings should be carefully preserved, and when our representatives on the committees change, the past minutes are given to them.

### SPECIAL COMMITTEES

Special committees of a Local are formed in response to the immediate needs of the members. These committees are elected or appointed and remain in existence until the need for which they are created is satisfied. These committees should have a definite mandate, and should not go beyond that mandate. Once the appointed task is complete, the committee dissolves. An example of such a special committee would be a nominating committee. Before an election, this committee would seek out members in good standing who are interested and capable of being potential officers of the Union. Once the nominating committee presents the nominees to the membership at election time, they cease to exist as a committee.

Other examples of special committees could be organizing committees for unions in the founding stages, membership committees to assist the secretary and treasurer in signing up members, or an entertainment committee formed to set up a social function.

### BUGLM COMMITTEES

The BUGLM Committees have the responsibility to handle all grievances on behalf of the Bargaining Unit. Because of the knowledge gained through this they also act as a resource for negotiations and to deal with health and safety issues that cannot be handled by the site occupational health and safety committee.

Each BUGLM committee shall elect a chief shop steward, a chair, and a secretary. The Labour Relations Representatives act as advisors to the committees, but do not have a vote.

# Managing A Meeting

## CONDUCTING A GENERAL MEMBERSHIP MEETING

1. Ensure the location and meeting time are known to the membership.
2. Start on time.
3. Have an Agenda. The Agenda may need to be modified for the needs of individual Locals and meetings, however, it would be somewhat as listed below:

1. Approval of Minutes
2. Matters arising from the Minutes
3. Treasurer's Report
4. Communications
5. Reports of Executive Council
6. Reports of Committees
7. Nominations, Elections and Appointments
8. Unfinished Business
9. New Business
10. Adjournment

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

4. The role of the Chairperson is to conduct the meeting on an impartial basis. The Chairperson only votes if there is a tie.
5. Discussion should be limited to the discussion of the topic "on the table". Suggest another time during the meeting when other issues may be raised.

6. Motions should be Moved and Seconded before discussion is allowed.

7. Make sure members understand what is being discussed or voted on.

8. Abstentions are not counted to determine whether a motion is defeated, or is passed. Abstention means "I choose not to vote".

9. Meetings should end on time.

## 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:

1. 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.
2. The chairperson shall conduct the business of the meeting:

1. Approval of Minutes



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2. Matters arising from the Minutes
3. Treasurer's Report
4. Communications
5. Reports of Executive Council
6. Reports of Committees
7. Nominations, Elections and Appointments
8. Unfinished Business
9. New Business
10. Adjournment

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

3. No matter of a sectarian character shall be discussed.

4. No member shall speak until recognized by the chairperson. Remarks shall be confined to the question at issue.

5. Speeches shall be limited to five (5) minutes except in moving a motion when the member shall be allowed ten (10) minutes.

6. A member shall not speak more than once to a subject until all who wish to speak have had an opportunity to do so.

7. A member shall not interrupt another unless concerning a point of order.

8. 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.

9. Should a member persist in unparliamentary conduct, the chairperson shall name the member and submit such conduct to the judgment 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.

10. 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.

11. 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.

12. 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.

13. A member shall not move a motion to refer back after speaking on the question at issue.

14. A motion to refer back is not debatable and when properly seconded,

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the question shall be immediately put to the meeting.

15. 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.

16. 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.

17. 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.

18. In all matters not regulated by these rules of procedure, Bourinot's Rules of Order shall govern.

## LOCAL ELECTIONS

Details can be found in the Constitution (Appendix "B": By-Laws Governing Chartered Locals).

### Local Executive Positions

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

- President or Co-Presidents
- One (1) or more Vice-Presidents
- Secretary
- Treasurer

- It may be permissible to combine the offices of Secretary and Treasurer to become Secretary-Treasurer.
- Each Local should consider having an LPN/Graduate Component Representative, and a shop steward on its Executive.
- The Executive Committee shall meet at least once every four (4) months.
- 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.

### Shop Stewards and Committees

- An appropriate number of shop stewards may be elected by the members of the Chartered Local to represent those members employed in specific areas or functions of their employer's establishment.
- Shop Stewards may be appointed by the Executive Committee if a majority of the members of the Chartered Local at a meeting

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authorize the Executive Committee to appoint such representatives.

- 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.

### Posting Notice of Elections

- The local Executive shall post a notice of elections at least two (2) weeks in advance of elections and post the positions for election.

### Nomination and Voting

- 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.

- If a nominee is not able to attend the meeting where elections are to be held, the nominee shall have a member of the Local nominate them from the floor at the meeting. They may also ask the nominator to read a speech on their behalf.
- All elections shall be by secret ballot.
- The Executive Committee shall be elected by a majority vote of those Local members who vote at each Annual Meeting of the Local.

### Vacancies between Elections

- 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.
- Notice of election for vacant position shall be posted at least two (2) weeks in advance of next regular meeting.

### Election of Voting Delegates for AGM or Special Meetings

- Notice for election of voting delegates for the NSNU AGM or a special meeting of NSNU shall be

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posted at least two (2) weeks in advance of the election.

- 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.
- A voting delegate and an alternate voting delegate, to attend any meeting of the Nova Scotia 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.



# Grievances

## GRIEVANCE PROCEDURES

Each President needs to be familiar with the grievance procedure. The procedure for your local is described in your collective agreement. Make sure you read this article and become familiar with the deadlines. Meeting deadlines is essential; otherwise the grievance will be “out of time,” and thus may fail.

A legitimate grievance may be dismissed without the benefit of a hearing if the time limits are not followed. If the Employer does not respond to a grievance in the stated time, the Union should proceed on to the next step. The Employer’s failure to respond is treated as a “no”. If the time limits cannot be adhered to, then seek written agreement from the Employer to extend them.

Once a grievance is filed, it becomes the property of the Union. In order to proceed to arbitration, it must be supported by the grievance committee or Bargaining Unit Grievance Labour and Management Committee (BUGLM).

A Grievance Committee will recognize the relative strength and weaknesses of each article of the collective agreement as the committee works through various problems. This knowledge should be passed on to your Labour Relations Representative for corrective action at the next round of negotiations.

## GRIEVANCE COMMITTEES

Each long term and community care Local will have a grievance committee. The grievance committee helps administer the collective agreement. If possible, members of the grievance committee and shop stewards should participate in a training session on processing grievances.

Before a grievance is put in writing, check with the Provincial Office through your Labour Relations Representative to check on wording, articles to cite and remedies. They can also help you prepare arguments, and guide you on how to proceed with the meetings.

## BARGAINING UNIT GRIEVANCE LABOUR AND MANAGEMENT COMMITTEE (BUGLM)

In acute care, the BUGLM handles grievances. The assigned Labour Relations Representative provides guidance to the committee and helps ensure that interpretations of the contract are consistent across the province.

The BUGLM also participates in union/management meetings to discuss a variety of issues related to the welfare of nurses. Each BUGLM has terms of reference and By-Laws which they follow.

## TABLE OFFICER MANUAL

In Long Term Care and VON NSNU  
addresses workplace and labour issues  
through Union Management Consultation  
Committee (UMCC) meetings.

# Confidentiality Agreement

## CONFIDENTIALITY AGREEMENT FOR APPOINTED/ELECTED MEMBERS OF THE NOVA SCOTIA NURSES' UNION

In the course of your appointment or election to the NSNU Board of Directors, non-VP member of a NSNU Board of Directors Committee and/or NSNU Local Executive, you will have access to, and be entrusted with, confidential information concerning NSNU members, as well as the operations of the NSNU. NSNU's operations and the interests of its members would be irreparably harmed if such confidential information were disclosed to, or used by, any person outside of NSNU's operations.

As a condition of your appointment/election to the above NSNU positions, you acknowledge and agree to the following:

- You agree to not use the confidential information in any manner save and except as reasonably necessary to discharge your obligations in your appointed/elected position.
- You agree that you will not, either during the term of your appointed/elected position or at any time thereafter, directly or indirectly, by any means whatsoever, divulge or use for any purpose other than the purposes of NSNU, such confidential information without

the prior written consent of an officer of NSNU.

- Except under compulsion of the applicable laws or a court of competent jurisdiction, you will not directly or indirectly disclose, divulge, communicate, allow access to, or transfer the confidential information to third parties without the prior written consent of NSNU. In the event you are required to disclose confidential information under compulsion of law, you will give NSNU notice of such requirement so that NSNU can seek a protective order or other remedy and will assist NSNU in taking all steps necessary to narrow the scope of disclosure.

Any violation of this Confidentiality Agreement can result in internal NSNU discipline, up to and including termination of your membership from the NSNU, and/or legal action against you personally.

Dated at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_

\_\_\_\_\_  
Appointed/Elected NSNU Member

# Role of Labour Relations Representative

## THE JOB OF THE LABOUR RELATIONS REPRESENTATIVE

The Labour Relations Representatives are assigned on a geographical or community of interest basis. The purpose of these assignments is to create one principal contact person on staff with principal accountability to initially deal with the needs of that Local and that district and to provide a greater continuity of service. These assignments will also promote co-ordination of activities with the Locals of that area and should create a greater opportunity to contain costs in servicing locals by combining more activities on each trip to an area.

In addition to the Local and area assignments, the staff will be assigned other functions to perform that would include providing assistance to other Locals or to the Provincial Union. These would include being the staff advisor to components, research and education. Additionally, each Labour Relations Representative is responsible for at least one specialized portfolio, including:

- Negotiations
- Professional Practice
- Occupational Health and Safety
- Equity and Diversity
- Mental Health and Addictions

Where the needs of the Locals and provincial organization change over time, adjustments will be made to respond to these needs.

There will be times when the staff person assigned to your Local is unavailable due to vacation, other time off, heavy workload with another Local or with a provincial assignment. If you should call seeking assistance, in these situations you will be informed of when your assigned staff person will be available. If the matter cannot wait, another staff person will provide assistance and will pass the file to your assigned staff person at the earliest opportunity.

The Executive Director will be available to supplement the services offered by the Labour Relations staff, as well as directing and dealing with matters related to the Board, Committees of the Board, employer organization, government, counterparts, coalition, etc.

# Labour Relations Staffing Assignments

As is our practice, the NSNU has made changes to Labour Relations assignments. Where there have been a number of NSNU staff changes and recent reforms to the Health Authority zoning, staff assignments for the Labour Relations Representatives have been modified accordingly. If you have any questions, please do not hesitate to contact your Labour Relations Representative.

## PATTI HUMPHRIES

Labour Relations Representative

LPN/Grad Staff Advisor | RN/LPN Professional Practice Advisor

### ACUTE CARE FACILITIES

#### **Northern Zone**

Former DHA #4

- Colchester Regional Hospital
- Lillian Fraser Memorial Hospital

Former DHA #5

- All Saints Springhill Hospital
- Bayview Memorial Hospital
- Cumberland Regional Health Care Centre
- North Cumberland Memorial Hospital
- South Cumberland Community Care Centre

Former DHA #6

- Aberdeen Hospital
- Sutherland Harris Memorial Hospital

### LONG TERM CARE FACILITIES

- Glen Haven Manor
- Maritime Odd Fellows
- Shiretown Nursing Home/Ivey's Terrace
- Valley View Villa

#### **GEM Locals**

- Admiral, The
- Centennial/Gables
- Heart of the Valley
- Melville Gardens
- Melville Lodge
- Mira, The
- Whitehills

## TABLE OFFICER MANUAL

### ANGELA MCKENNA

Labour Relations Representative

Community Care Staff Advisor

#### COMMUNITY CARE FACILITIES

- Digby/Clare Home Support
- Yarmouth/Argyle Home Support

#### **Provincial VON Locals**

- VON Annapolis Valley
- VON Antigonish
- VON Cape Breton
- VON Colchester/East Hants
- VON Cumberland
- VON Digby County
- VON Lunenburg
- VON Greater Halifax
- VON Pictou County
- VON Queens
- VON Shelburne
- VON Yarmouth

#### LONG TERM CARE FACILITIES

- Annapolis Royal
- Bayside Home
- Hillside Pines
- Dykeland Lodge
- King's Regional Rehab
- Mountain Lea
- North Queen's Nursing Home
- Queens Manor
- Shoreham Village
- Surf Lodge
- Tideview Terrace
- Villa St. Joseph
- Windsor Elms
- Wolfville Nursing Home

## TABLE OFFICER MANUAL

### SHELLEY RICHARD

Labour Relations Representative

#### ACUTE CARE FACILITIES

- IWK Hospital

#### COMMUNITY CARE LOCAL

- Canadian Blood Services (CBS)

#### LONG TERM CARE FACILITIES

- High Crest Home
- Milford Haven
- Port Hawkesbury Nursing Home
- Richmond Villa
- RK MacDonald Nursing Home
- St. Anne Community & Nursing Care Ctr.

#### Shannex Locals

- Arborstone
- Bissett Court
- Blomidon Court
- Cedarstone
- Celtic Court
- Debert Court
- Elk Court
- Glasgow Hall
- Harboursstone
- Lewis Hall
- Maplestone
- Mary's Court
- Northumberland Hall
- Orchard Court
- Parkstone
- Ryan Hall
- Vimy Court

## SHANNON WARK

Labour Relations Representative  
Long Term Care Component Staff Advisor

### ACUTE CARE FACILITIES

#### **Eastern Zone**

##### Former DHA #7

- Eastern Memorial Hospital
- Guysborough Memorial Hospital
- St. Martha's Hospital
- St. Mary's Hospital
- Strait Richmond

##### Former DHA #8

- Buchanan Memorial Hospital
- Cape Breton Regional Hospital
- Glace Bay Integrated Hospital
- Inverness Consolidated Hospital
- New Waterford Consolidated Hospital
- Northside Harbourview Hospital
- Sacred Heart Hospital
- Victoria County Hospital

### LONG TERM CARE FACILITIES

- Alderwood Rest Home
- Breton Ability Centre (Braemore)
- Cove Guest Home
- Foyer Pere Fiset
- Highland Manor
- Inverary Manor
- MacGillivray Guest Home
- Maple Hill Manor
- Miner's Memorial
- Northside Community Guest Home
- Seaview Manor
- Victoria Haven



## LILLO WESSELS

Labour Relations Representative  
Mental Health and Addictions Consultant

### ACUTE CARE FACILITIES

#### **Western Zone**

Former DHA #1

- Fisherman's Memorial Hospital (HSASS)
- South Shore Regional Hospital (HSASS)
- Queens General Hospital
- Former DHA #2
- Digby General Hospital
- Roseway Hospital
- Yarmouth Regional Hospital

Former DHA #3

- Annapolis Community Health Centre
- Soldiers Memorial Hospital
- Valley Regional Hospital
- Western Kings Memorial

#### **Central Zone**

Former DHA #9

- Cobequid Community Health Centre
- Dartmouth General Hospital
- Eastern Shore Memorial
- Hants Community Hospital
- Musquodoboit Valley Memorial
- Twin Oaks Memorial

### COMMUNITY CARE LOCAL

- Quest

### LONG TERM CARE FACILITIES

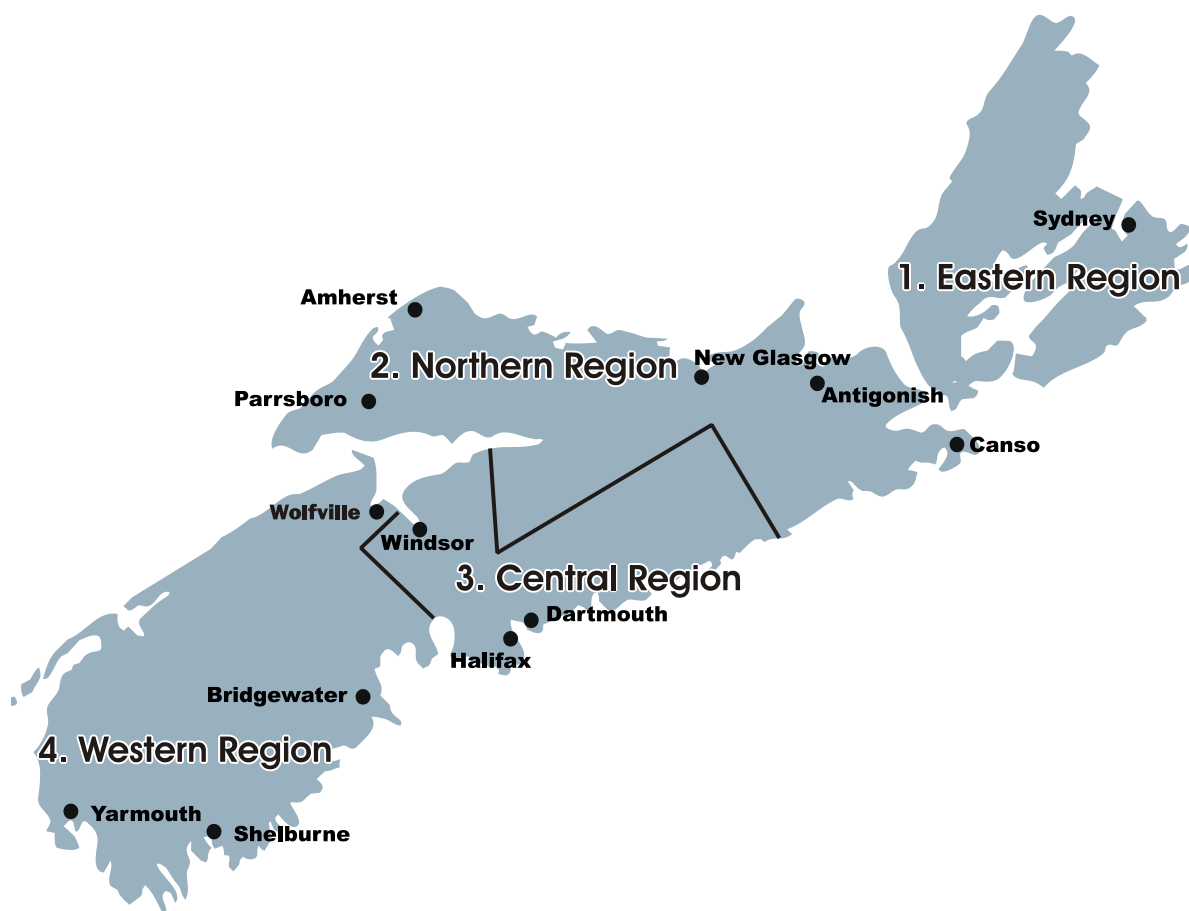
- Birches, The
- Braeside (Musq Valley)
- Ivy Meadows
- Ivany Place (Northwoodcare Bedford)
- Northwoodcare Halifax
- Oakwood Terrace
- Ocean View Continuing Care
- Sagewood Home
- St. Vincent's Nursing Home

# Conflict of Interest

A conflict of interest occurs when a union representative's private affairs or financial interests are in conflict or could result in a perception of conflict with the duties and responsibilities of their elected position in such a way that her/his (the union representative) actions or conduct could undermine or compromise confidence in their ability to discharge their union responsibilities or undermine the trust union members place in the NSNU.

- An elected officer, or steward, who believes she/he has a conflict of interest or a potential conflict of interest on a particular issue, must declare their conflict of interest prior to debate of the issues.
- If the conflict of interest is clear, the elected officer must withdraw from the discussion and from voting on the issue.
- Where the elected officer, or steward, or another elected officer, believes there is a perception of or a potential conflict of interest, the conflict must be raised before the issue is debated and the potential or perception of conflict must be ruled on by the President of provincial Board of Directors before the issues is discussed.

# Membership by Locals and Regions of Nova Scotia



## TABLE OFFICER MANUAL

### **CENTRAL REGION**

#### **Hospitals**

Cobequid Community Health Centre, Lower Sackville  
Dartmouth General Hospital, Dartmouth  
Eastern Shore Memorial Hospital, Sheet Harbour  
Hants Community Hospital, Windsor  
IWK Health Centre, Halifax  
Musquodoboit Valley Memorial Hospital, Middle Musquodoboit  
Twin Oaks Memorial Hospital, Musquodoboit Harbour

#### **Long Term Care**

The Admiral (Glades), Dartmouth  
Arborstone Enhanced Care, Halifax  
The Birches, Musquodoboit Harbour  
Bissett Court, Dartmouth  
Braeside Home, Middle Musquodoboit  
Dykeland Lodge, Windsor  
Glasgow Hall, Dartmouth  
Ivany Place, West Bedford  
Ivy Meadows Continuing Care, Beaverbank  
Lewis Hall, Dartmouth  
Maplestone Enhanced Care, Halifax  
Melville Gardens, Halifax  
Melville Lodge Care Centre, Halifax  
Northwoodcare Halifax Inc., Dartmouth  
Oakwood Terrace, Dartmouth  
Ocean View Continuing Care, Eastern Passage  
Parkstone Enhanced Care, Halifax  
Quest, Halifax  
The Sagewood, Lower Sackville  
St. Vincent's Guest Home, Halifax  
Whitehills Long Term Care, Hammonds Plains  
Windsor Elms, Falmouth

#### **Community Care**

Canadian Blood Services, Dartmouth  
VON of Greater Halifax, Halifax

### **EASTERN REGION**

#### **Hospitals**

Buchanan Memorial Hospital, Neils Harbour  
Cape Breton Regional Hospital, Sydney  
Glace Bay Integrated Hospital, Glace Bay  
Inverness Consolidated Hospital, Inverness  
New Waterford Consolidated, New Waterford  
Northside Harbourview Hospital, North Sydney  
Sacred Heart Hospital, Cheticamp  
Victoria County Memorial, Baddeck

#### **Long Term Care**

Alderwood Rest Home, Baddeck  
Breton Ability Centre (Braemore Home), Sydney  
Celtic Court, Sydney  
Cove Guest Home, Sydney  
Foyer Pere Fiset, Cheticamp  
Harbourstone Enhanced Care, Sydney  
Highland Manor, Neils Harbour  
Inverary Manor, Inverness  
Macgillivray Guest Home, Sydney  
Maple Hill Manor, New Waterford  
Miners Memorial Manor, Sydney Mines  
Northside Community Guest Home, North Sydney  
Seaview Manor, Glace Bay  
Victoria Haven Nursing Home, Glace Bay

#### **Community Care**

VON Cape Breton, Sydney

## TABLE OFFICER MANUAL

### **NORTHERN REGION**

#### **Hospitals**

Aberdeen Hospital, New Glasgow  
All Saints Springhill Hospital, Springhill  
Bayview Memorial Hospital, Advocate Harbour  
Colchester Regional Hospital, Truro  
Cumberland Regional Health Care, Upper Nappan  
Eastern Shore Memorial Hospital, Sheet Harbour  
Guysborough Memorial Hospital, Guysborough  
Lillian Fraser Memorial Hospital, Tatamagouche  
North Cumberland Memorial Hospital, Pugwash  
South Cumberland Community Care, Parrsboro  
St. Martha's Regional Hospital, Antigonish  
St. Mary's Hospital, Sherbrooke  
Strait Richmond Hospital, Cleveland  
Sutherland Harris Memorial Hospital, Pictou

#### **Long Term Care**

Cedarstone Enhanced Care, Truro  
Centennial/Gables, Amherst  
Debert Court, Debert  
Elk Court, Brookfield  
Glen Haven Manor, New Glasgow  
High Crest Home, Springhill  
Maritime Odd Fellows Home, Pictou  
Mary's Court, Antigonish  
Milford Haven, Guysborough  
The Mira, Truro  
Northumberland Hall, Amherst  
Port Hawkesbury Nursing Home, Port Hawkesbury  
Richmond Villa, St. Peters  
RK MacDonald Nursing Home, Antigonish  
Shiretown/Ivey's Terrace, Pictou  
St. Anne Community & Nursing Care Centre, Arichat  
Valley View Villa, Stellarton  
Vimy Court, Truro

#### **Community Care**

VON Antigonish, Antigonish  
VON Colchester/East Hants, Truro  
VON Cumberland, Amherst  
VON Pictou County, New Glasgow

### **WESTERN REGION**

#### **Hospitals**

Annapolis Community Health Centre, Annapolis Royal  
Digby General Hospital, Digby  
HSAS - Fishermans/South Shore, Bridgewater  
Queens General Hospital, Liverpool  
Roseway Hospital, Shelburne  
Soldiers Memorial Hospital, Middleton  
Valley Regional Hospital, Kentville  
Western Kings Memorial, Berwick  
Yarmouth Regional Hospital, Yarmouth

#### **Long Term Care**

Annapolis Royal Nursing Home, Annapolis Royal  
Bayside Home, Barrington  
Blomidon Court, Greenwich  
Heart of the Valley Long Term Care, Middleton  
Hillside Pines, Bridgewater  
Kings Regional Rehabilitation Centre, Waterville  
Mountain Lea Lodge, Bridgetown  
North Queens Nursing Home, Caledonia  
Orchard Court, Kentville  
Queens Manor, Liverpool  
Ryan Hall, Bridgewater  
Shoreham Village Senior Citizens Association, Chester  
Surf Lodge Community Care Centre, Lockeport  
Tideview Terrace, Digby  
Villa St. Joseph, Dayton  
Wolfville Nursing Home, Wolfville

#### **Community Care**

Digby/Clare Home Support Society, Weymouth  
VON Annapolis Valley, Kentville  
VON Digby County, Weymouth  
VON Lunenburg, Blockhouse  
VON Queens, Liverpool  
VON Shelburne, Barrington Passage  
VON Yarmouth, Yarmouth  
Yarmouth/Argyle Home Support

# Pension Plans

All nurses in acute care and most in long term care are members of the Nova Scotia Health Employees Pension Plan (NSHEPP). VON has its own plan specific to VON national. The NSHEPP Plan is jointly sponsored which means the Unions have equal representation to the employer representatives at the Trustee and the Sponsor tables. The NSNU President represents NSNU at the Trustee level and the NSNU Executive Director represents the Union at the Sponsor level.

If members have questions about the Pension Plan, they should contact NSHEPP or VON. See the last page of this section for contact information.

The following Frequently Asked Questions are courtesy of the NSHEPP website.

## NSHEPP FAQ

### Who is eligible to join NSHEPP?

Membership in the Plan is open to employees of those organizations that participate in the Plan. Each employee must:

- be in a group that is designated by the employer as “included in the Plan”; and,
- meet the Plan’s participation rules (See “When can I join?” below).

### When can I join?

There are two types of participation:

- *Compulsory* – If you meet the Plan’s *definition* of a full-time employee, you must join the Plan within three months of becoming a full-time employee (and you can join the Plan immediately upon your date of hire).
- *Optional* – If you meet the Plan’s *definition* of a part-time employee, you may choose to join the Plan once you have:
  - completed 24 months of continuous employment, and
  - either worked 700 hours *or* earned at least 35% of the Year’s Maximum Pensionable Earnings (YMPE) in each of the two calendar years prior to enrolling.

### How much do I have to contribute?

You and your employer share the cost of the benefits provided by the Plan. As a Plan member you are required to contribute:

7.82% of your annualized pensionable earnings up to the YMPE  
*plus*  
 10.18% of your annualized pensionable earnings above the YMPE

Your contributions, which are tax deductible, will be deducted from your pre-tax pensionable earnings each pay.

### **Is my pension secure?**

Yes. The Board of Trustees has a legal responsibility to ensure that there is enough money in the pension fund to meet the Plan's obligations.

To ensure the Plan is adequately funded, pension plan law requires that a valuation be conducted by an independent actuary at least every three years. This valuation is used to assess the Plan's financial status and to help set contribution rates.

To the extent that the Plan's assets fall short of required funding levels, there are both legal requirements and internal policies that would trigger an increase in contribution rates to bring the Plan back to an adequate funding level.

In addition, the Plan has implemented a number of safeguards to help protect the assets of the pension fund. These include:

- a well-defined governance structure,
- formal investment guidelines, and
- clearly documented controls and reporting procedures.

### **Who decides how the pension fund is invested?**

The Board of Trustees approves an Investment Asset Mix Policy and a "Risk Budget". This Policy establishes the percentage of the Plan's assets that can be invested in each asset class (e.g., Canadian equities, U.S. equities, and so on). The Risk Budget ensures that the

Plan's investments are run at an appropriate risk level.

Staff evaluates professional investment management entities from all over the world and allocates a small percentage of the total assets (usually less than 5% per investment management entity) to the most suitable candidates.

The Board of Trustees reviews the investment results and risk levels on an ongoing basis.

### **Can I opt out of the Plan if I reduce my hours?**

No. Once you are enrolled in the Plan, you cannot withdraw from the Plan as long as you remain an employee – *even if your hours of work and earnings fall below the initial enrolment criteria for part-time employees*. Your participation in the Plan will end only when you terminate your employment, or retire, or die.

### **Can I withdraw my money from the plan while I am a member?**

No. Cash withdrawals are not permitted by the Plan. As long as you are a member, your benefits must remain in the Plan.

### **What happens to my pension benefits if I terminate my employment before retirement?**

If you no longer work for an employer that participates in NSHEPP and have two or more years of Plan membership, you will be entitled to a benefit from the Plan.

The amount of that benefit, and the options available for receiving it, will depend on whether you already qualify for an immediate pension. In any event, your pension benefits must be used to

provide an income in retirement – which means you cannot withdraw the benefit as a lump-sum cash payment.

If you no longer work for an employer that participates in NSHEPP and have *less than two years* of Plan membership, and are not eligible for an immediate pension, you will receive a refund of your contributions, plus interest.

(Tell me more about termination benefits.)

### **What happens to my pension benefits if I die before retirement?**

If you have *two or more years* of Plan membership, a benefit will be paid to your surviving spouse, dependent children, named beneficiary or to your estate (as applicable). The amount of the benefit, and how it is paid, will depend on your years of continuous service and your marital status at *the date of your death*.

If you have *fewer than two years* of Plan membership, and are not eligible for an immediate pension, the contributions you made to the Plan, plus interest, will be paid to your spouse, common-law partner, named beneficiary or to your estate (as applicable).

### **How do I apply for my pension?**

Once you decide on the date you want to retire, you must inform your employer's Human Resources office.

You will need to:

- complete the required forms; and,
- provide other information needed to start your pension on your proposed retirement date.

The employer will communicate directly with Plan staff on all matters related to the start of your retirement pension.

### **When can I retire?**

The normal retirement age is 65; however, you can retire before that.

You can retire before age 65 with an unreduced pension if you are:

- age 60 or over with at least 10 years of continuous service; or
- from age 55 through age 59, if your age plus your years of continuous service equals 85 points or more (The Rule of 85).
- You can retire before age 65 with a reduced pension if:
- you are age 50 or over with 10 or more years of continuous service;
- you are age 55 or over (regardless of how much continuous service you have); or
- your age plus continuous service equals 80 points or more.

### **How much pension will I receive?**

Your pension is based on a pre-set formula that takes into account your annualized pensionable earnings and your years of credited service. In a nutshell, your monthly benefit will equal:

Your annualized pensionable earnings  
*multiplied by*  
Your years of credited service in the Plan  
*multiplied by*



Your applicable benefit percentage  
divided by 12

### Will I have enough to retire?

That depends on a number of factors, such as:

- how long you've contributed to the Plan,
- your retirement age,
- your personal savings,
- your government benefits, and,
- most importantly, your retirement income needs.

If you are a long-service member of the Plan, your pension will probably be a significant part of your total retirement income. But it's not the only part. Your total retirement income will come from your NSHEPP pension, government benefits, and personal assets.

To ensure that you reach your retirement income goals, you should consider talking to a qualified retirement planner.

### Will my pension be adjusted for inflation?

Yes, once you retire NSHEPP provides *guaranteed* cost-of-living adjustments (COLA) to your NSHEPP pension.

Each January 1st, your monthly lifetime pension (and your monthly bridging benefit, if applicable) will be adjusted by 100% of the increase in the previous year's cost of living index, up to a maximum of 3% per year.

If the year-over-year increase in the CPI exceeds the 3% maximum covered by the Plan, the Board of Trustees will consider whether further increases for any amount over 3% will be granted.

To measure the year-over-year increase in the cost of living, NSHEPP uses the Consumer Price Index (CPI) figures for Canada as of each September 30th.

Keep in mind that if you retire part way through the year, you will receive only part of the annual increase in the year following your retirement. For example, if you start to collect a pension July 1, you will receive one-half of the annual cost-of-living adjustment on the following January 1st.

### Will tax be deducted from my pension benefits?

NSHEPP must, by law, deduct tax from your pension if it exceeds prescribed levels. How much tax is deducted will depend on government tax tables, as well as other information.

You may be able to arrange for less tax to be deducted if you are eligible for federal or provincial tax credits. To tell us about any tax credits you may be eligible for, simply send us a completed TD1 form (Personal Tax Credits Return).

You can also use the TD1 form if you want to have more tax deducted from your pension (perhaps because you have income from other sources). Alternatively, you may write to us explaining the specifics. Please ensure that you specify the exact dollar amount of the extra tax that you want taken from your pension over and above any tax that will be deducted normally as required by government tax tables.

### **What is a past service purchase?**

As an active member of the Plan, you may have the opportunity to purchase certain periods of past service that had not been credited under the Plan.

Certain restrictions and time limits apply. Please review the Past Service Purchases section of the NSHEPP website for further details.

### **Why would I purchase past service?**

Purchasing periods of past service will increase the amount of your pension and, in some cases, *may* allow you to retire earlier.

### **What is a “pension adjustment” (PA)?**

A PA represents the deemed value of the pension benefit you earned in a registered pension during the calendar year. A PA will be calculated for you each year that you participate in the Plan.

Your PA is reported on your annual T4 tax slip. CRA will reduce your personal RRSP contribution room in a given year by the amount of your PA that was reported to them for the previous year. (Example: the PA reported on your 2007 T4 tax slip will be used by CRA in calculating your personal RRSP contribution room for 2008.)

### **Can I name anyone I want as my beneficiary?**

Yes. However, keep in mind the following:

- If you die before retirement, Nova Scotia pension law states that your spouse or common-law partner (as applicable) *as of your date of death* will automatically

receive death benefits from the Plan – even if you have named a different beneficiary.

- If you die after retirement, your spouse or common-law partner (as applicable) *as at your retirement date* will automatically receive death benefits from the Plan – even if you have named a different beneficiary.

### **How do I change my beneficiary?**

To change your beneficiary, simply complete the Change of Beneficiary section of the Employee Change of Information Form and submit it to your human resources department.

### **Can I continue to make contributions during a leave of absence?**

The short answer is yes you can contribute for a period of leave of up to two years. But here are some details:

- If you are on an approved leave *with* pay, both you and your employer will continue to contribute to the Plan as if you were at work, and you will continue to earn pension benefits based on those contributions.
- If you are on an approved pregnancy or parental leave *without* pay or in receipt of Workers' Compensation Board benefits, you can choose to contribute to the Plan during the period of your leave.
- If you choose to contribute, your employer must pay the employer's share, unless there is a collective agreement or employment contract that

requires a different cost sharing arrangement. You must decide before your leave begins whether to contribute during the leave.

- If you are on an approved leave *without* pay (for any reason other than a pregnancy or parental leave), you can choose to contribute to the Plan during the period of the leave. If you choose to contribute, you are required to pay *both* the employee and employer share of required contributions (unless there is a collective agreement or employment contract that requires a different cost sharing arrangement.) You must decide before your leave begins whether to contribute during the leave.

### **What happens if I become totally disabled?**

If you are receiving monthly benefits from your employer's Long Term Disability (LTD) plan:

- your Plan membership will continue and you will still earn continuous service;
- all your required contributions will be waived during the LTD benefit period;
- you will continue to earn credited service in the Plan; and
- your pensionable earnings during this period will be deemed by the Plan to be equal to your pensionable earnings as at your date of disability.

### **Is my spouse (or my common-law partner, if applicable) entitled to a share of my pension if our marriage/relationship breaks down?**

Under Nova Scotia pension law, if your marriage or common-law relationship breaks down, your spouse or common-law partner (as the case may be) *may* be assigned up to one-half of the pension benefits you earned during the years applicable to the marriage or the common-law relationship.

You and your spouse (or common-law partner, if applicable) must decide if the pension benefits will be split. However, in order to act on a direction to split pension benefits, the Plan must receive either a court order or a separation agreement.

**Note:** As with the splitting of any other assets upon marriage or common-law relationship breakdown, to split pension benefits (or not) may be a major financial decision. If you are involved in a marriage or common-law relationship breakdown, you should consider the advice of your lawyer and your financial advisor before you agree to split your pension.

### **Am I required to stop working and start to receive my retirement pension when I reach age 65?**

There are really two separate questions here:

1. can you continue to work with your Employer beyond age 65?  
And
2. if the answer to (1) is "yes", can you continue to participate in the pension Plan?

## TABLE OFFICER MANUAL

Please note the following:

1. Whether you continue to work with your Employer after you reach age 65 is a matter to be decided between you and your Employer. NSHEPP has a *Normal Retirement Date* (the first day of the month coincident with, or next following, your attainment of age 65), but it allows Members who continue to be employed with their employer beyond age 65 to postpone their pension start date and continue participation in the Plan, within certain limits-- see (2) below.  
You will need to finalize this matter with your Employer before you reach age 65.
2. If you continue your employment with your Employer beyond age 65, you will also continue normal participation in the Plan.  
However, even though you and your Employer may have agreed that you can work as long as you want to after you become age 65, the laws that govern the NSHEPP Pension Plan impose strict limits. The Income Tax Act of Canada requires that you end your participation in the NSHEPP Plan and begin to receive your monthly pension from the Plan not later than December 1 of the year in which you become age 71.

### **NSHEPP Contact:**

#### **Telephone:**

832-8500 (local call)  
1-866-400-4400 (Toll free in Canada)  
1-902-832-8500 (Toll charges apply)

#### **Fax:**

832-8506 (local fax)  
1-902-832-8506 (fax from outside of local call area)

#### **Email:**

[pensionplan@nshepp.ca](mailto:pensionplan@nshepp.ca)

#### **Website:**

<http://www.nshepp.ca/>

**Mailing Address:** Nova Scotia Health  
Employees' Pension Plan  
2 Dartmouth Road  
Bedford, NS B4A 2K7

### **VON Canada National Office Contact:**

#### **Telephone:**

(613) 233-5694 or  
1-888-VON-CARE (866-2273)

#### **Fax:**

(613) 230-4376

#### **E-mail:**

[national@von.ca](mailto:national@von.ca)

#### **Website:**

<http://www.von.ca/>

#### **Mailing Address:**

2315 St. Laurent Blvd, Suite 100  
Ottawa, Ontario K1G 4J8

**For information about your VON local, visit:**

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**CONSTITUTION**

**OF THE**

**NOVA SCOTIA NURSES' UNION**

As amended at the April 2021  
Annual General Meeting

**NOVA SCOTIA NURSES' UNION**  
**Founded June 15, 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 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 3 - MEMBERSHIP**

- 3.01** (a) All Registered Nurses, Nurse Practitioners, Specialty 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.

- (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 members 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.

(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 layoff or leave of absence. Such member shall have all rights and privileges that membership entails.

- (c) Notwithstanding the provisions of Article 3.04 (b), when a member of the Nurses' Union accepts a position with the Nurse's 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 the Nurse holds the position.

**3.05** An Honorary 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 Honorary 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. 1<sup>st</sup> Vice-President
3. Vice-President Finance
4. Northern Vice-President
5. Central Vice-President
6. Eastern Vice-President
7. Western Vice-President
8. IWK Vice-President
9. Vice-President Long Term Care
10. Vice-President LPNs
11. Vice-President Community Care

**4.02** [Removed per amendment at the April 2019 Annual General Meeting.]

#### **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:

(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 and meetings of the Board of Directors. When acting as Chair, the President shall have the right to vote.
  - (iii) The President shall preside at all Annual General Meetings, Special Meetings, 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 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 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 Annual General Meeting.
  - (ix) 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.
  - (x) The President may vote as a member of any committee of the Nursing Council.
- (b) 1<sup>st</sup> Vice-President
- (i) In the event that the President ceases to act, the 1<sup>st</sup> Vice-President shall automatically assume the position of President until the next scheduled Annual General Meeting, where a member shall be elected to fill the position for the unexpired term.
  - (ii) In the event that the 1<sup>st</sup> 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 General Meeting wherein a member shall be elected to fill the position for the unexpired term.

(c) Vice-President Finance

- (i) The Vice-President Finance reports to the Board of Directors and prepares an annual report on the finances of the Union for the Annual General Meeting. The Vice-President Finance also prepares a proposed budget for the next fiscal year to the Annual General Meeting.
- (ii) The Vice-President Finance is the Chair of the Finance Committee referred to in Article 5.04(a) and is a member of the Personnel Committee.
- (iii) 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 General Meeting wherein a member shall be elected to fill the position for the unexpired term.
- (iv) The Vice-President Finance will provide a copy of the audited financial statements, NSNU staff collective agreement, and the NSNU President's contract. These documents will be posted to the members-only section of the NSNU website no later than sixty (60) days prior to an Annual General Meeting. The documents will be updated yearly in the event an Annual General Meeting is not held.

(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) 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.
- (iii) 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 5.04:
  - (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.

(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) 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.

(f) Vice-President Licensed Practical Nurses

- (i) The Vice-President LPNs 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 the Vice-President LPNs are as outlined in Appendix “E”.
- (ii) In the event that the Vice-President LPNs ceases to act, the Board of Directors shall appoint the designated alternate elected by the LPN Component for the unexpired term.

(g) Vice-President Community Care

- (i) The Vice-President Community Care 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 the Vice-President Community Care are as outlined in Appendix “I”.
- (ii) 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**

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** 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.
- 5.03** 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.
- 5.04** (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.

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

**5.05** 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:

- (a) to acquire, hold and dispose of real and personal property or any part thereof;
- (b) to invest money on behalf of the Nurses' Union; and,
- (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.

**5.06** 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.

**5.07 Council of Presidents**

The Board of Directors may, at its discretion, call and attend a Council of Presidents, which is a meeting of the Presidents/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.

**5.08** The Board of Directors shall appoint representatives of the Nurses' Union to the Provincial Group Benefits Committee as established under the collective agreements in the acute care sector, under such terms and conditions as the Board of Directors may determine.

- 5.09** The Board of Directors shall appoint a representative of the Nurses' Union to the Health Association Nova Scotia LTD Board of Trustees, under such terms and conditions as the Board of Directors may determine.

## **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 THE 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 General Meeting.



## **ARTICLE 8 – MEETINGS OF THE NURSES’ UNION**

- 8.01** The Nurses’ Union shall hold an Annual General Meeting at such time and place as may be determined by the Board of Directors, provided that one Annual General 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 General 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 seventy-five (75) days prior to an Annual General 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 General Meeting at least seventy-five (75) days prior to an Annual General Meeting.
  - (iii) The Executive Director shall forward all resolutions to the Constitution and Resolutions Committee not less than seventy (70) days prior to the next Annual General 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 General Meeting, at least forty-five (45) days prior to the meeting.
  - (v) Resolutions which have not been circulated in this manner may only be dealt with at an Annual General Meeting with the consent of two-thirds (2/3)

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 of portion thereof, all of whom shall be members of the Chartered Local.
- (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.
- (c) Each Chartered Local may elect or appoint one (1) observer per one hundred members of portion thereof to attend the Annual General Meeting 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 General 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).
- (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.
- (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 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 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.
- (b) The Executive Director shall determine the appropriate non-voting staff resources to support the Provincial Negotiating Committees.
- (c) 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.

## **10.02 Acute Care Sector**

- (a) The composition of the Acute Care Provincial Negotiating Committee is as follows:
  - (i) The President;
  - (ii) The 1<sup>st</sup> 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 (1) member at large from each of the four (4) 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;
    - d. One (1) member at large employed as a Nurse Practitioner by any Acute Care employer for which the Nurses' Union has representation rights; and,
    - e. 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.
- (b) The Acute Care Provincial Negotiating Committee shall comprise the Nurses' Union representatives on the Nursing Council Negotiating Committee.

### **Selection of Members and Alternates**

- (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 General 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.

- (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.
- (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 Component Meeting, normally at an Annual General 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.

- (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 General 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.

- (g) The Vice-President Finance, Area Vice-Presidents and Vice-President LPNs may be elected as members at large on the Acute Care Negotiating Committee per Article 10.02 (a)(iii)(e) above.
- (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

### **10.03 Long Term Care Sector**

- (a) The mandate of the Long Term Care Provincial Negotiating Committee is set out in Appendix "F".
- (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 (1) member at large from each of the four (4) regions.

#### Selection of Members and Alternates

- (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 General 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 with the most number of votes will be appointed and so on.

### **10.04 Community Care Sector (Victorian Order of Nurses)**

- (a) The mandate of the Community Care (Victorian Order of Nurses) Provincial Negotiating Committee is set out in Appendix “F”.
- (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 (1) member at large from each of the four (4) regions.

#### Selection of Members and Alternates

- (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 General 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 with the most number of votes will be appointed and so on.

### **10.05 Community Care Sector (Canadian Blood Services)**

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

- (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

- (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 General 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.

#### **10.06 Ratification and Strike Votes – Acute Care**

None of the provisions of Article 10.07 of the Nurses' Union Constitution apply to ratification and strike votes for the Acute Care Sector.

#### **10.07 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 percent (75%) of the voting members of the applicable Provincial Negotiating Committee.

- (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.
- (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.

- (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.
- (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.
- (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 1<sup>st</sup> 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.
- (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.
- (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 11 – ELECTIONS**

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

**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.



- (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.
- (c) The election of 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.
- (d) The election of Vice-President LPNs and designated Alternate shall be as outlined in Appendix “E” – Terms of Reference for Vice President LPNs and this article.
- (e) The election of 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.
- (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 Area 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 (3) 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
- 1<sup>st</sup> Vice-President
- Vice-President Finance

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

- President
- 1<sup>st</sup> 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.

(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.

(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 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 fifteenth (15<sup>th</sup>) 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 General 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 General Meeting 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 1<sup>st</sup> to December 31<sup>st</sup>, 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 General 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".

- (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-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 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.

- (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.

## **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 (1) representative from each region and one (1) 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 (1) representative from each region and one (1) 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 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.
- 15.11** 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 (2) weeks of the conclusion of the hearing. The decision of the Committee will be communicated in writing to the member who filed the charges, 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, a member of the Board of Directors, a Committee member, an officer of the Union or an 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 (2) 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 (4) 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 General Meeting following the decision of the Committee. At the Annual General 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 Discipline 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 Discipline 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 Trustee(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.
- (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 Director 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.
- (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-thirds (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-thirds (2/3) majority vote.
- 19.03** Notwithstanding Article 8.05 and Article 19.01, and subject to two-thirds (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 General Meetings and Special Meetings. In the absence of both the President and the Vice-President, 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 and Appointments
  - 8. Unfinished Business
  - 9. New Business
  - 10. Adjournment

The order of business shall be conducted as 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-President
- 2) One (1) or more Vice-President(s)
- 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 (1) JOHS Committee member for the Local (multiple sites), one (1) 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 Component Representative, 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 General 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 delegate(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 the 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 - DUTIES**

#### **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 Chartered 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 (2) 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(s):

- (a) Each Chartered Local shall appoint or elect at least one (1) Trustee or three (3) 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 one (1) 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.

## **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 General Meeting.
2. At the Annual General Meeting when elections are to be held, Regional Meetings shall take place for the purposes of electing an Area Vice-President and two (2) 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 (2) Alternate Vice-Presidents. The IWK members will elect their own Area Vice-President and two (2) 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 that 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 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 Area 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 Area 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. The designated Alternate Vice-President Long Term Care shall then assume the Vice-President Long Term Care position for the remainder of the term of office.
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 General 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 (1) 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 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 General 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 General Meeting, shall include those members who would otherwise be attending the Annual General 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 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 LPNs**

1. At the Annual General Meeting when elections are to be held, an LPN Component meeting shall take place for the purposes of electing a Vice-President LPNs and two (2) Alternate Vice-Presidents LPNs, chosen from among the newly-elected Regional LPN Assistants.
2. The Vice-President LPNs and the designated Alternates must be Licensed Practical Nurses working in that capacity and must be members in good standing of the Union.
3. Only Licensed Practical Nurses who are members of a Chartered Local are entitled to attend an LPN Component Meeting and entitled to vote in an election of the Vice-President LPNs and designated Alternates and Regional Assistants.
4. In the event that the Vice-President LPNs changes status of employment from being a Licensed Practical Nurse or for any other reason cease to qualify for membership in the Nurses’ Union, such person shall resign forthwith. The designated Alternate Vice-President LPNs shall then assume the Vice-President LPNs position for the remainder of the term of office.
5. The Vice-President LPNs 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 LPNs 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 LPNs 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 Component may have the opportunity to meet once a year, and further, each Chartered Local of this Component will be able to send one (1) 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 LPNs 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 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 General 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 General Meeting, shall include those members who would otherwise be attending the Annual General 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 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.



**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 General 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 General 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 1<sup>st</sup> 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 Negotiating Meeting.

**APPENDIX “G”**  
**STANDING COMMITTEES**

1. Pursuant to Article 5.04 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 the 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 General 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 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. The designated Alternate Vice-President Community Care shall then assume the Vice-President Community Care position for the remainder of the term of office.
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 General 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 (1) 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 General 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 General Meeting, shall include those members who would otherwise be attending the Annual General 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:
  - (d) do anything that is contrary to the Constitution or policies;
  - (e) 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);
  - (f) 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.



# **NOVA SCOTIA NURSES' UNION STRATEGIC PLAN**

**March 2017**

## **Strategic Direction 1**

- ***Develop and implement communications strategies that promote greater visibility, identity and participation in the NSNU, provide enhanced educational opportunities for members and locals, and heighten the respect and value of nursing in the workplace and in the eyes of the public.***

### **Planning Context:**

This is all about communications, both *internal* within the Union and *external* within healthcare with the greater public. This Strategic Direction recognizes that good communications plans do not just happen by themselves; rather, they are the result of deliberate strategies that are designed to achieve clearly articulated goals.

These goals are:

- Achieving greater visibility and participation in the Union. This goal speaks to finding ways to promote the Union in the workplaces as a means of attracting greater participation by members in our Union. A good part of this has to do with 'communicating our successes' so that members see the benefits of union participation.
- Education. This goal recognizes the great importance of educating our members at the local level in all aspects of the Union's values and objectives. The strategic objective is to develop continuing leadership and organizational capacity within the Union membership.
- Enhancing the respect and value of nursing. This goal addresses the need to reinforce the importance of nursing within the healthcare system and to the general public. To those of us in nursing, it may seem self-evident that nursing is an important and respected profession, but we cannot 'rest on our laurels' and assume that, because we understand it, that everybody does. It is a message that needs to be constantly repeated for the benefit leaders in our healthcare system and, beyond them, to the public.

#### **Objective 1.1 *Increase member engagement in local and provincial NSNU initiatives.***

<b>Actions</b>	<b>Responsibility</b>	<b>By When</b>	<b>Status</b>
Choose and adopt an engagement tool for use by NSNU.	Board	March 2017	
Share engagement tool with members at the AGM in April	Board	April 2017	



2017.			
Consult with members for feedback around the engagement tool.	Board	April 2017	
Educate nurses about NSNU's value and services, featuring increases in nurses' well-being which have occurred through unionism.	Executive Director	Ongoing	
Encourage members to stay up to date on topics and issues via the website, Facebook, NSNU app and newsletter	President and Executive Director	Ongoing	
Contact all Locals to offer education sessions at convenient times.	Executive Director	Ongoing	
Survey the membership to determine levels of satisfaction and identify members' perceptions of strengths and weaknesses of NSNU. This will assist the Union leadership in planning strategy.	Executive Director	Ongoing	
Continue to sponsor additional members for NSNU provincial events to engage members and promote interest in Union positions and activities on a provincial and national level.	Board and President	Ongoing	
Contact Locals who don't register to attend provincial Union meetings to determine issue and attempt to facilitate attendance, if possible.	President	Ongoing	
Promote to members the opportunity to attend and	President	Ongoing	

observe NSNU Board meetings.			
<b>Objective 1.2 <i>Develop leaders to take the NSNU vision into the future.</i></b>			
Develop a process for staff to support members to become leaders.	President and Executive Director	March 2017	
Develop succession plan for NSNU staff.	Executive Director	Ongoing	
Develop and implement a leadership development action plan for NSNU.	Executive Director and Board	May 2017	
Report on the status of leadership action plan on an annual basis and any risks or issues, as required.	Executive Director	Annually	

## **Strategic Direction 2**

- ***Strive for bargaining that will ensure that improved benefits and conditions of work will apply equally to all nurses in every healthcare sector.***

### **Planning Context:**

Seeking ‘**improved benefits and conditions of work**’ involves every member of the Union in some way. From the thousands of members who fill out the Bargaining Survey in order to help define our bargaining objectives, from the locals, NSNU staff and BUGLMs who know and deal with the day-to-day realities in every workplace, to the members of the negotiating committees and who refine the issues and work out bargaining strategies to the Union leadership who maintain our strategic directions, all contribute to the success of our Union at the bargaining table.

Our new bargaining structure for acute care nurses is a Nursing Bargaining Council with staff and members from all four healthcare unions. This structure will pose many new challenges for NSNU but we will continue to maintain a strong and influential voice for our members throughout the negotiation process.

This Strategic Direction re-affirms the Union’s longstanding position that nurses are entitled to receive essentially the same pay, benefits and conditions of work regardless of the healthcare sector in which they are working. The Union views this as a form of ‘equal pay for work of equal value’. The Board, staff and elected negotiating committees for long term care and community care will continue the work to achieve parity in benefits across all sectors.

NSNU will continue to participate in developing strategic negotiation directions in alignment with CFNU.

### ***Objective 2.1 Continue to lobby the Department of Health and Wellness and employers to achieve improved benefits and conditions of work for all nurses in every healthcare sector.***

<b>Actions</b>	<b>Responsibility</b>	<b>By When</b>	<b>Status</b>
Develop strategies designed to achieve uniform benefits and Collective Agreement language, and lobby the employers and Department of Health and Wellness accordingly.	President	Ongoing	

Engage members to lobby for equality of pay benefits and working conditions.	President and Board	Ongoing	
<b>Objective 2.2 Continue to implement public relations initiatives and other measures aimed at influencing MLAs and Government decision-makers.</b>			
Prepare a communications plan and associated budget to support public relations initiatives.	Executive Director	Ongoing	
<b>Objective 2.3 Demand safe and healthy workplaces that offer high quality patient care.</b>			
Engage with CFNU and other stakeholders to negotiate strong contractual language around safe and healthy workplaces and quality patient care.	President and Executive Director	Ongoing	
Ensure that NSNU members understand and are compliant with their rights and responsibilities under the Occupational Health & Safety Act.	President and Executive Director	Ongoing	

## **Strategic Direction 3**

- ***Continue to strengthen the role of the NSNU as an important stakeholder and active and respected participant in public policy deliberations about nursing, the Social Determinants of Health and the future of healthcare in Nova Scotia.***

### **Planning Context:**

It is imperative that the NSNU be – and be *seen* to be – the voice of nurses in Nova Scotia in any public policy discussions about the future of our healthcare system.

At the local level, this would include encouraging the Employer to consider greater involvement of the local representatives in discussions about substantial changes in nursing roles in the workplace. Members should be encouraged to contribute their expertise to the Union's efforts to influence public policy in this time of great and rapid change.

The NSNU recognizes that the primary factors that shape the health of Canadians include medical treatments, health services and the living conditions they experience. In alignment with the CFNU Strategic Plan (2017 - 2019), the NSNU needs to continue to contribute to provincial, national and international discussions that impact these social determinants of health.<sup>1</sup>

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<sup>1</sup> Improving the health of Canadians requires we think about health and its determinants in a more sophisticated manner than has been the case to date. *Social Determinants of Health: The Canadian Facts* considers 14 social determinants of health:

1. Income and Income Distribution
2. Education
3. Unemployment and Job Security
4. Employment and Working Conditions
5. Early Childhood Development
6. Food Insecurity
7. Housing
8. Social Exclusion
9. Social Safety Network
10. Health Services
11. Aboriginal Status
12. Gender
13. Race
14. Disability

**Objective 3.1 Refine and promote NSNU's position regarding the appropriate utilization of nurses' skills.**

<b>Actions</b>	<b>Responsibility</b>	<b>By When</b>	<b>STATUS</b>
Seek members input about the NSNU's position regarding the appropriate utilization of nurses' skills.	President	Ongoing	
Communicate to relevant stakeholders the current research regarding nursing skill mix.	President	Ongoing	
Encourage the use of "Clinical Capacity Reports" for use in identifying skill mix issues.	President and Executive Director	Ongoing	

**Objective 3.2 Advocate for enforceable, evidence-based staffing standards in long term care that allow nurses to deliver the high quality care that residents deserve.**

Continue to conduct research and use data to present solid evidence to support changes to the HFSC Act.	President and Executive Director	Ongoing	
Work with stakeholders to lobby Government to ensure appropriate changes to the HFSC Act.	President and Executive Director	Ongoing	

**Objective 3.3 Collaborate with stakeholders while maintaining our organizational identity, integrity and professional conduct under our license.**

Promote to the public the value of unions.	President and Executive Director	Ongoing	
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Encourage engagement of NSNU members in other unions' displays of solidarity.	President	Ongoing	
<b>Objective 3.4 <i>Actively support and/or engage in initiatives that promote the health and wellness of Nova Scotians.</i></b>			
Work with the Federation of Labour and other stakeholders to support initiatives that would improve the health of Nova Scotians.	President	Ongoing	

## Spectrum of Member and Stakeholder Engagement

*Increasing Level of Member Impact*

	<b>INFORM</b>	<b>CONSULT</b>	<b>INVOLVE</b>	<b>COLLABORATE</b>	<b>EMPOWER</b>
<b>Member Engagement Tool</b>	To provide the members with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.	To obtain member feedback on analysis, alternatives and/or decisions.	To work directly with the members through the process to ensure that member concerns and aspirations are consistently understood and considered.	To partner with the members and stakeholders in the development of alternatives and the identification of the preferred solution.	To place final decision-making in the hands of the Board of Directors.
<b>Promise To the Members</b>	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how member and stakeholder input influenced the decision.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how member and stakeholder input influenced the decision.	We will look to you for advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.
<b>Example Techniques</b>	<ul style="list-style-type: none"> <li>• Fact Sheets</li> <li>• Web Sites</li> </ul>	<ul style="list-style-type: none"> <li>• Focus Groups</li> <li>• Surveys</li> </ul>	<ul style="list-style-type: none"> <li>• Workshops</li> <li>• Deliberative polling</li> </ul>	<ul style="list-style-type: none"> <li>• Advisory Committees</li> <li>• Consensus-building</li> <li>• Participatory decision-making</li> </ul>	<ul style="list-style-type: none"> <li>• Ballots</li> <li>• Delegated decision</li> </ul>





# **Policy Procedure Manual**

**Updated: May 2021**

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## **SECTION 1**

### **OUR VISION, MISSION, VALUES AND OBJECTIVES**

The Nova Scotia Nurses' Union is a professional union representing Licensed Practical Nurses, Registered Nurses and Nurse Practitioners in Nova Scotia's hospitals, long term care facilities, adult residential centers, VON branches and Canadian Blood Services Centres. As a member organization of the Canadian Federation of Nurses Unions, we join with our nurse colleagues across Canada to give a voice to nurses' and patients' concerns aimed at both protecting and improving the health care system.

#### **Our Vision**

As a Union, we have the:

Courage to lead, confidence to challenge, commitment to care.

#### **Our Mission**

The Nova Scotia Nurses' Union advances the social, economic and work lives of nurses.

#### **Our Values**

*Integrity and Professionalism* - We believe that fair representation must be guided at all times by the highest standards of integrity which in turn compels us to maintain a professional approach in all that we do.

*Accountability and Transparency* - We believe we are ultimately accountable to our members and this is demonstrated through transparent decision-making processes and results reporting.

*Compassion and Caring* - We believe we must consistently demonstrate compassion and caring for our nurses.

*Democracy* - We believe democratic practices advance society, our members' well-being, and our internal and external work as a union.

*Solidarity* - We believe in the power of solidarity by harnessing collective power and common goals, ideals and values.

*Political Action* - We believe maintaining a non-partisan stance enables us to be more effective in our political activity in advocating for positive public policy.

*Quality Health Care* - As a union, we consistently reassert our fundamental support for the principles of the *Canada Health Act* that laid the foundation for a publicly funded health care system for Canadians.

*Advocacy and Representation* - We believe we must be guided by the principle of equity in our advocacy and representation activities.

*Communication and Education* - We believe open communication and education are prerequisites for building a strong, cohesive and effective nurses' union.

## **Our Objectives**

- The advancement of the social, economic and general welfare of the nurses and other allied personnel.
- The regulation of relations between nurses and other allied personnel and their employers and the negotiation of written contracts with employers implementing progressively better conditions of employment.
- The promotion of effective communication.
- 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.
- The promotion of unity within the nursing profession and other allied fields through cooperation with and support of other organizations.
- To promote political awareness amongst the membership.
- The promotion of the highest standards of health care.
- The promotion of the nursing profession.



## **SECTION 2**

### **GENERAL POLICIES**

#### **1) Political Affiliations**

The Nova Scotia Nurses' Union is not directly affiliated with any Federal or Provincial political party.

#### **2) No Smoking**

There shall be no smoking at any meeting of NSNU, other than in designated areas outside the meeting room.

#### **3) Statement of Conduct**

The Nova Scotia Nurses' Union will endeavour to provide a supportive working, learning and communication environment that gives an equal opportunity to all members.

Such an atmosphere must be based on mutual respect.

The NSNU will afford any member the right to express a difference of opinion but expression of their viewpoint must be done in such a manner as NOT to undermine the dignity, integrity or self-esteem of another individual.

Any verbal attack on another member or an Executive member that creates a hostile, intimidating or offensive environment will not be accepted.

- Any member experiencing a hostile verbal attack should ACT immediately.
- If possible, make it clear you do not welcome such behaviour - do it verbally or in writing.
- Indicate that you will take further action if the behaviour continues.
- Refer the matter to the Board of Directors for further investigation.

#### **4) Gender Neutral Language**

The Nova Scotia Nurses' Union and all its committees and Locals shall use gender neutral language in its communication.

## **5) Scent Free Policy**

The Nova Scotia Nurses Union and all its committees and Locals shall have a “scent free” policy for all meetings they hold.

- Scent free signs shall be displayed in NSNU Office.
- Members shall be reminded of the scent free policy in any advanced mail outs prior to a Union function.
- Members may be asked to leave if they do not comply with this policy.

## **6) NSNU Internet Usage Policy and Guidelines**

The Nova Scotia Nurses’ Union (NSNU) provides to its employees, consultants, contractors and elected officials (hereinafter referred to as “Users”) internet access as a tool for Users to better carry out their daily business activities on behalf of the NSNU.

This Policy presents Internet Usage Guidelines, which outline the acceptable use of the internet by Users who utilize NSNU owned or leased facilities, equipment, software, and Internet addresses or Domain names registered to the NSNU in order to access the internet.

As a component of the hiring, contracting or assumption of elected position process, the User will sign the “Internet Usage Agreement” (see attached as Appendix C), which will become a permanent part of the User’s personnel file and/or contract.

### **Internet Usage Guidelines**

The following Guidelines are to be utilized by Users at all times, during working and non-working hours, when accessing the internet using NSNU facilities, equipment, software, and Internet addresses or Domain names registered to the NSNU:

- It is the responsibility of each User to respect and value the rights and privacy of all; to recognize and respect the diversity of the population and opinions of other internet users; and to behave ethically and to comply with legal restrictions regarding the use of the internet.
- The User’s internet usage must be able to survive public scrutiny and/or disclosure. Users must avoid accessing sites or performing any activities that might in any way bring discredit on the NSNU, such as those sites which carry offensive material. Accessing or disseminating information that is illegal, defamatory, abusive, racially offensive, and/or adult-oriented will be deemed a violation of these Guidelines.
- All User communication on the internet will be regarded as “on the record” and attributable to the User who posted, viewed or sent the information. Users should

therefore limit their communications via the internet to topics in which they have a professional responsibility and expertise.

- Fraudulent, harassing or obscene messages and/or material are not to be sent, printed, requested or stored by Users. Chain letters and other forms of mass mailings are not allowed.
- It shall be each User's personal responsibility to recognize and honour the intellectual property of others and to comply with all applicable laws and regulations and the legal protection provided by copyright and licenses, with respect to both programs and data downloaded from the Internet.
- Users must not engage in personal for profit commercial activities on the internet, including offering merchandise for sale.
- Sensitive information should never be transmitted via or exposed to the Internet without being sent by NSNU encrypted emails. Users connecting to the NSNU via our remote access system (Citrix), have all the transmissions encrypted automatically.
- Users must not engage in any activity which would compromise the security of any NSNU host computer or circumvent any computer security measures imposed by the NSNU or any other organizations of the Internet. All software (via the internet or otherwise) must be reviewed by Information Technology Services for technical approval to reduce the risk of conflicts with other standard software products, operating systems and LAN products.
- Currently iPads, iPhones and Blackberries have the capability to download and install non-Corporate applications from their associated "APP Stores". These types of applications are considered personal, and as such, will be up to the individual User to manage them. ITS does not support these types of applications, unless they are deemed Corporate, in which case they will be pre-loaded on the device.

## **7) Confidentiality Agreement for Appointed/Elected Members of the Nova Scotia Nurses' Union**

In the course of your appointment or election to the NSNU Board of Directors, non-VP member of a NSNU Board of Directors Committee and/or NSNU Local Executive, you will have access to, and be entrusted with, confidential information concerning NSNU members, as well as the operations of the NSNU. NSNU's operations and the interests of its members would be irreparably harmed if such confidential information were disclosed to, or used by, any person outside of NSNU's operations.

As a condition of your appointment/election to the above NSNU positions, you acknowledge and agree to the following:

- You agree to not use the confidential information in any manner save and except as reasonably necessary to discharge your obligations in your appointed/elected position.
- You agree that you will not, either during the term of your appointed/elected position or at any time thereafter, directly or indirectly, by any means whatsoever, divulge or use for any purpose other than the purposes of NSNU, such confidential information without the prior written consent of an officer of NSNU.
- Except under compulsion of the applicable laws or a court of competent jurisdiction, you will not directly or indirectly disclose, divulge, communicate, allow access to, or transfer the confidential information to third parties without the prior written consent of NSNU. In the event you are required to disclose confidential information under compulsion of law, you will give NSNU notice of such requirement so that NSNU can seek a protective order or other remedy and will assist NSNU in taking all steps necessary to narrow the scope of disclosure.

Any violation of this Confidentiality Agreement can result in internal NSNU discipline, up to and including termination of your membership from the NSNU, and/or legal action against you personally. (See Appendix A)

## **8) Confidentiality Agreement for Employees of the Nova Scotia Nurses' Union**

In the course of your employment with the NSNU, you will have access to, and be entrusted with, confidential information concerning NSNU members, as well as the operations of the NSNU. NSNU's operations and the interests of its members would be irreparably harmed if such confidential information were disclosed to, or used by, any person outside of NSNU's operations.

As a condition of your employment with the NSNU, you acknowledge and agree to the following:

- You agree to not use the confidential information in any manner save and except as reasonably necessary to discharge your obligations as an employee of NSNU.
- You agree that you will not, either during the term of your employment or at any time thereafter, directly or indirectly, by any means whatsoever, divulge or use for any purpose other than the purposes of NSNU, such confidential information without the prior written consent of an officer of NSNU.
- Except under compulsion of the applicable laws or a court of competent jurisdiction, you will not directly or indirectly disclose, divulge, communicate, allow access to, or transfer the confidential information to third parties without the prior written consent of NSNU. In the event you are required to disclose confidential information under compulsion of law, you will give NSNU notice of such requirement so that NSNU can

seek a protective order or other remedy and will assist NSNU in taking all steps necessary to narrow the scope of disclosure.

Any violation of this Confidentiality Agreement can result in discipline, up to and including termination of your employment with the NSNU, and/or legal action against you personally. (See Appendix B)

## **9) Rewards Policy**

The Nurses' Union understands that both staff and members receive points and other rewards using various promotions from hotels, airlines, etc. while on union business either through reimbursements or direct payment with union funds.

The Union acknowledges that although there is some potential benefit to the Union related to these reward programs, the administrative effort and costs required to track, quantify and realize these benefits more than likely exceeds the potential benefits to the Union and therefore agrees to maintain its current administrative practice of allowing these rewards to be redeemed by the individuals earning these rewards.

## **10) NSNU Staff Anti-Harassment Policy**

### **Statement of Belief**

- The Nova Scotia Nurses' Union is committed to providing a healthy, social and physical work environment for its staff.
- We believe in the prevention of abuse and promotion of an abuse free environment in which all people respect one another and work together to achieve common goals.
- Any act of abuse committed towards any staff member is unacceptable conduct and will not be tolerated.
- A staff member who makes a complaint or gives evidence in an abuse investigation shall not be penalized in any way.

This policy is in addition to, and not a substitute for, such rights as an individual may have under the laws of Nova Scotia and Canada.

### **Purpose**

To ensure that:

- There shall be 'zero tolerance' of abuse.
- Members and staff are aware that the Nova Scotia Nurses' Union views abuse as unacceptable in our workplaces.
- Corrective action is taken in a timely manner.
- Members and staff are educated with respect to the policy and its procedure.
- Members and staff shall be educated as to what constitutes abuse.

## **Definition of Abuse**

Abuse is defined as any activity that causes discomfort, elicits fear, takes unfair advantage of another individual or causes damage or injury and may be verbal, psychological, physical and/or of a sexual nature.

- **Verbal Abuse:** The use of comments known or that ought to be known, to be unwelcome, embarrassing, offensive, threatening, or degrading to another person.
- **Psychological Abuse:** Any act which provokes fear or diminishes the individual's self-worth.
- **Physical Abuse:** Any action that results in discomfort, bodily harm, or injury caused to another person.
- **Sexual Abuse:** Any conduct, comment, gesture, or contact of a sexual nature that causes discomfort or embarrassment, offence, or humiliation to another person.
- **Harassment/Abuse:** Harassment/Abuse is any unwelcome behaviour that puts down, insults, or offends another person.

## **Roles and Responsibilities**

### **Board of Directors/Management**

- Act with sensitivity and protect the privacy of the complainant to the greatest extent possible.
- Develop and evaluate a policy to promote awareness, prevent and address occurrences of an abusive nature.
- Increase awareness of workplace abuse through ongoing education.
- Ensure that there are designated representatives, one each of management and staff, to review and make recommendations about any incident of documented abuse/harassment.

### **Staff**

- Document objectively any incident of abuse/harassment and include times, dates, place and witnesses (if any).
- Inform management and the staff representative.
- Submit the documented account of any incident to the designated management and staff representative.

## **Complaint Procedure**

### **Management/Staff Representatives (elected by staff) shall:**

- Review the nature of the incident.
- Meet with the staff member to discuss the details of the incident.
- Ensure that the staff member is kept informed of the review process.

- Ensure that all documented incidents are kept confidential in consultation with the staff member representative.
- Determine and agree on what course of action should be taken.

## **Workplace Issues**

Steps to take should a staff member find themselves in any uncomfortable situation:

### **Abusive/Harassing Calls**

- Ask name of the caller.
- Suggest transferring call or speaking to management.
- If the situation persists and the individual declines the suggestion of talking to management, then the staff member should politely advise the individual that she/he will be terminating the call.
- Document the incident with details – date, time, place, and witnesses (if any).
- Notify the Executive Director or designate.

### **Face-to-Face Situations**

- Give individual the option of meeting with a management representative (if appropriate).
- If it is felt by the staff member that the situation is in any way threatening, initiate “CODE HELP” \*.
- Document the incident with details – date, time, place, and witnesses (if any).

#### **\*Code Help**

- Staff member will call receptionist and will state “CODE HELP” and location.
- Receptionist will announce “CODE HELP” and location on intercom.
- ALL staff in the building will immediately respond to the location of the “CODE HELP”.
- If staff member does not have access to intercom system, they shall shout “CODE HELP”.

### **Dealing with a Non-Member**

- Staff shall have the right to refuse to speak to, or meet with, non-members.

## **11) Media Policy**

- The President of the Nova Scotia Nurses’ Union shall be the media spokesperson for the NSNU for all media inquiries.
- If the President is out of the office, any media inquiries should be redirected to the Communications Officer.

- In the absence of the President, the Executive Director may appoint a spokesperson to respond to media inquiries.
- If media contact members directly, they are advised to contact the Provincial Office, via the President, Communications Officer or Executive Director to determine if it is more appropriate for the President to respond or if it is appropriate for staff or a member to respond.
- Once the determination is made that staff or a member should respond to the inquiry, discussion should take place with the President and Communications Officer regarding the key messages to be used. This will ensure consistency of messaging should the President also be faced with the same questions.
- In some instances, the Provincial Office may provide approved speaking points to local representatives for use in media interviews. Prior approval for a media interview is not required in these circumstances.
- However, the President or Communications Officer should be advised that a media interview has taken place.

## **12) NSNU Privacy Policy**

### **Membership Information**

NSNU is responsible for personal information under its control and shall designate an individual or individuals who are accountable for the organization's compliance with the principles of PIPEDA (Personal Information Protection and Electronic Documents Act).

NSNU respects the privacy of its members and to support this commitment, we have adopted the following privacy policy:

### **Collection and Use of Personal Information**

The purposes for which personal information is collected shall be identified by NSNU at or before the time the information is collected. The collection of personal information shall be limited to that which is necessary for the purposes identified by NSNU. Information shall be collected by fair and lawful means.

Personal information such as name, postal address, e-mail address, and telephone and fax numbers may be collected in order for NSNU to communicate with its members by mail, telephone or e-mail for a variety of purposes such as updates or newsletters. If a member contacts us, we usually keep a record of that call or correspondence for our records. We may request information for our database and mailing list and we may also occasionally request that members complete surveys that we use for research.



## **Disclosure and Transfer of Personal Information**

Personal information shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law. Personal information shall be retained only as long as necessary for the fulfillment of those purposes.

NSNU may only disclose personal information to a third party, such as a mailing house for the purposes of communicating with NSNU members. We will otherwise only release personal information with the express consent of the member, unless releasing such information is required by law. Where NSNU releases personal information to third parties, NSNU first requires them to agree to use such personal information in accordance with this Privacy Policy and Canadian privacy laws.

## **Consent**

The knowledge and consent of the individual member are required for the collection, use, or disclosure of personal information, except where inappropriate.

NSNU will collect, use, store, maintain, transfer, and remove members' personal information in accordance with this Privacy Policy. If a member indicates preference that we not use or disclose personal information for any or all of the purposes specified in this Privacy Policy they may notify us at any time.

In particular, NSNU will honour all requests not to disclose personal information, whether made at the time the information is provided or subsequently, and will promptly remove that member's name from our e-mail or postal mailing lists, upon request. If the member does not notify us, we will consider it as consent to our continued use and disclosure of their information for the specified purposes.

## **Accessing, Modifying, or Removing Member Information**

Personal information shall be as accurate, complete, and up-to-date as is necessary for the purposes for which it is to be used. Upon request, an individual shall be informed of the existence, use, and disclosure of her/his personal information and shall be given access to that information. An individual shall be able to challenge the accuracy and completeness of the information and have it amended as appropriate.

Under Canadian privacy laws, members have the right to inquire whether NSNU holds personal information about them and may access such personal information and correct any personal information that is inaccurate.

## **Information Security and Integrity**

Personal information shall be protected by security safeguards appropriate to the sensitivity of the information. NSNU will take all reasonable steps to protect personal information from loss, misuse, or other unauthorized uses, and to remove personal information when it is no longer

required for its intended purposes. NSNU cannot, however, guarantee that loss, misuse, or unauthorized use will never occur and makes no representations or warranties to this effect.

### **NSNU Employee and Volunteer Member Responsibilities**

NSNU employees shall familiarize themselves with the content of and conform to the standards established in the NSNU Privacy Policy.

Employees and Union volunteers will ensure that access to member information will be limited to the individuals required to use it, and will be minimized to that extent.

Files or documents removed from the Provincial Office work site are for the conduct of business only. In such cases, the material must not be left unattended, unless locked in a secure location accessible only by the employee.

Employees must advise members that personal information contained in NSNU files will be used for the normal conduct of business, within our office by NSNU employees, or by a designated NSNU member holding a volunteer union position - NSNU Board of Directors, Local Executives, shop stewards, committee members, etc. - who is the member's authorized union representative and/or is required to obtain the information from Provincial Office in order to conduct business on behalf of the NSNU.

Although there is an implied consent to share such personal information as is necessary to perform the service requested by a member, Employees will inform the member that such sharing of information is necessary.

NSNU member information includes membership records, files or notations—including, but not exclusive to grievance files, note books, accommodation files, performance appraisals, return to work issues and personal data, correspondence, dues lists, expense claims, travel claims and is protected as follows:

### **External Health Information**

- When NSNU employees require access to health information external to our sources, the member will be informed in writing about the requirement and asked to sign a consent form.
- The consent form will be used to obtain information pertinent only to the case or file specified on the form.
- If a member refuses to sign a consent form to allow the NSNU representative to access/use their health information, the member will be informed of the complications this will pose to providing further services.
- To assure the member of the integrity of the NSNU privacy policies, the member will be provided a copy of all of the NSNU Privacy Policy.

- If the member continues to refuse to sign the consent form, the matter should be referred to the NSNU Executive Director or designate.
- Correspondence and/or documents containing personal information about an NSNU member that are for circulation to other NSNU members not authorized to conduct business on the member's behalf must have all personal information removed or covered prior to copying.

### **Release of Information**

- Prior to providing phone services to members, employees will ensure that the caller is screened appropriately to confirm the identity of the member.
- Suspect callers will be referred to the Executive Director or designate.
- Phone or other requests for personal information about members from non-authorized individuals will be referred to the Executive Director or designate.
- Unless legally required, confidential personal or health information will not be provided without the consent of the NSNU member whose information has been requested.
- Employees will not copy or send confidential personal or health information by electronic mail.
- The preferred method of communicating confidential health or personal information is by postal mail or courier. Should circumstances dictate that such information must be communicated by fax or electronically, the recipient will be asked to stand by the receiving machine and confirm receipt.
- Member's requests to view their original records must be referred to the Executive Director or designate. An employee must be present while a member views their original file. Information about a third party contained in a member's file or record will be separated or covered to protect the confidentiality of the third party.
- Confidentiality warnings shall be placed on all emails and faxes and relevant correspondence.
- Retention of material containing member information must conform to the NSNU information retention schedule in effect or under development and destroyed or erased in accordance to the dates and methods described.

### **Information Retention**

Personal information should not be held for longer than is necessary to fulfill the purpose for which it was collected, but must be retained long enough to allow individuals to access it if it has

formed the basis of a decision that affects them.

### **Contact re Concerns**

Members of NSNU shall be able to address a challenge concerning compliance with the above principles to the designated individual or individuals accountable for the organization's compliance.

If members have any questions, comments, complaints or concerns or require more information about this Privacy Policy, about how NSNU manages personal information or responds to complaints, or about how we use personal information, they may contact the Executive Director or designate.

### **Membership List (Database)**

The Union shall make available to the President of each Local, the names, addresses and telephone numbers (directory) of all other Local Executives. This list is confidential to the Executive and may not be released to any other person or persons.

Membership lists will not be given to any person or organizations outside the Union. No address or telephone number of any member will be given to any person or organization outside the Union, without the member's permission and with the exception of the Canadian Federation of Nurses Unions, (CFNU), Nova Scotia Federation of Labour (NSFL) and the Canadian Labour Congress (CLC).

The NSNU will provide the CFNU, NSFL and the CLC the names and addresses of the Local presidents and Board of Directors for the purpose of mail outs. The CFNU, NSFL and CLC will not give this list to any other group or organization.

## **13) Membership in External Organizations & Coalitions**

Any membership or coalitions which the Union joins must be approved by the Board of Directors and/or Annual General Meeting.

## **14) Registered Nurse / Licensed Practical Nurse / Resident Ratio**

The Nova Scotia Nurses' Union supports efforts to increase the ratio of Registered Nurses and Licensed Practical Nurses to the patients/residents/clients in all facilities, but in particular, in long term care facilities.

## **15) Pension Plans and Employee Benefits**

The Nova Scotia Nurses' Union supports efforts to improve the pensions and benefits packages available to its members in all sectors.

## **16) LPN Component**

The Nova Scotia Nurses' Union continues to have an active voice in supporting standardization in the role of the LPNs across the province through effective communication with the Nova Scotia College of Nursing, government, employers, other unions and the public.

## **17) Printed Materials**

The Nova Scotia Nurses' Union supports the use of environmentally friendly methods of communication and delivery of its printed materials. All photocopying will be double sided, and documents will be provided electronically when possible.

## **18) Member Service Standards**

The Board of Directors is fully committed to the development of an office that provides efficient, timely, responsive and knowledgeable staff resources to meet the needs of members. The Board of Directors supports responsive staff services by providing the necessary resources and by supporting and monitoring service standards.

To this end, the Union will:

- Develop, implement and monitor standards for staff responses to members in a timely manner such that there is a membership rating of at least 85% when NSNU conducts a membership satisfaction survey of responsiveness.
- Allocate an annual budget to provide the tools and education required to support a member-responsive organization.
- Regularly monitor service standards.

Standards for efficient, timely, responsive and knowledgeable staff resources to meet the needs of members are to be developed by the Executive Director for Board approval. The Executive Director shall also develop for the approval of the Board mechanisms for annually assessing membership satisfaction.

## **19) Conflict of Interest**

A conflict of interest occurs when a union representative's private affairs or financial interests are in conflict or could result in a perception of conflict with the duties and responsibilities of their elected position in such a way that the union representative actions or conduct could undermine or compromise confidence in their ability to discharge their union responsibilities or undermine the trust union members place in the NSNU.

- An elected officer, or steward, who believes they have a conflict of interest or a potential conflict of interest on a particular issue, must declare their conflict of interest prior to debate of the issue.
- If the conflict of interest is clear, the elected officer must withdraw from the discussion and from voting on the issue.
- Where the elected officer, or steward, or another elected officer, believes there is a perception of or a potential conflict of interest, the conflict must be raised before the issue is debated and the potential or perception of conflict must be ruled on by the President or provincial Board of Directors before the issue is discussed.

## **20) Members in Good Standing**

- **New Locals**

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.

- **Suspended/Terminated Members**

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.

- **Laid Off and Approved LOA**

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.

- **Members outside Bargaining Unit**

When a member of the Nurses' Union accepts a position with her/his 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 to the Union as required by the applicable Collective Agreement during the period of time the member holds the position.

## **21) Student Affiliate Membership Classification**

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.

A student affiliate membership will automatically cease when the student is no longer involved in a nursing program, and may be cancelled by the Board of Directors upon thirty (30) days' Notice to the member concerned.

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.

A student affiliate member is not eligible to stand as a candidate for Union office.

A student affiliate member is not required to pay dues to the Nurses' Union and is not represented by the Union.

## **22) Signing Authority**

Any Memoranda of Agreement must be signed by any two of the following:

- Provincial President
- First Vice-President
- Executive Director
- Labour Relations Representative
- Union Legal Counsel
- One elected representative of the Zone Labour Management Committee or Union Management Consultation Committee

Cheques must have two signatures, and those over \$5,000 must be signed by any two of: President, Executive Director, and Director of Finance and Operations.

## **23) Attendance at Rallies and Demonstrations**

If the Board of Directors requires a member or staff person to represent the Union at rallies or demonstrations, the following will apply:

- (i) Salary or salary replacement and expenses shall apply.
- (ii) For members, the attendance must be sanctioned by the Board of Directors.
- (iii) For staff, the attendance must be sanctioned by the Executive Director or President.

Staff or members attending rallies or demonstrations without the above sanctions will not be representing the Union.

## **24) Public/Private Partnership**

The Nurses' Union will call for all levels of government (federal, provincial, territorial, and municipal) to not enter into Public-Private Partnerships.

## **25) Union Label and Canadian Products and Services**

The Nurses' Union will support services, producers, and manufacturers of Union made, Union Label, Canadian goods and services when and wherever possible.

## **26) Union Office Equipment**

Locals may use the Union Office Equipment when required if:

- The member of the Local shall contact the office for permission to use the equipment and to arrange a suitable time; and
- Locals must recognize that the Union office has priority over the equipment;
- Members shall state the amount of time required on the equipment.
- Information and materials developed and reproduced must be consistent with the objectives and constitution of the Union.
- The Union Logo can only be used with the approval of the Executive Director or designate. If a Local has obtained permission to use the Union's Logo on a letterhead, the name of the Local must be prominent and larger than the Union Logo.
- All costs for the use of the equipment shall be borne by the Local(s) involved. A mechanism to track the use of the equipment and to bill for its use shall be developed by the office staff.
- If NSNU staff request use of office equipment for business other than that of the Union, they will seek authorization from the Executive Director or designate.



## **27) Disposal of Excess Office Furniture and Equipment**

Office equipment/furniture that is no longer required for use by Provincial Office may be made available for auction to NSNU Board, members and staff. NSNU reserves the right to place minimum bid requirements on merchandise to be auctioned.

Board members, members and staff will be given a list of what equipment is available for sale and will be able to view this equipment before placing their bid.

All interested parties will have an opportunity in a designated time frame to submit bids on any items they are interested in to the Director of Finance and Operations.

The highest bid will be accepted and payment must be received prior to acquisition of the item.

All items are sold on an “As is Where is” basis.

If no bids are received, the equipment/furniture will be donated to charities, other Unions or disposed of.

## **28) Purchase Policy**

The Director of Finance is authorized to make or approve purchases or financial expenditures on behalf of NSNU Board of Directors in accordance to the following policy. It is expected that employees will adhere to the concept of “best business practices,” ensuring that all financial purchases and decisions are evaluated against competing priorities, and that a reasonable effort is made to make a prudent decision based on rational cost/benefit analysis and comparison.

## **29) Hiring a Student**

NSNU Board of Directors will consider applying for annual funding to hire a student each year for select projects that are supported by the staff bargaining unit.

## **30) Retired Members Serving on Board or Committees**

Retired nurses who have changed their status to casual and who have been elected/appointed members of the Board of Directors or a committee member of NSNU shall ask their employers to schedule their Union shifts/hours with salary continuation.

## **31) NSNU Occupational Health and Safety Policy**

NSNU is responsible for workers' occupational health and safety in the workplace. The NSNU will strive to protect workers from injury and illness related to work; and will provide the resources necessary to keep the workplace healthy and safe.

The Board and Management of NSNU will make every effort to provide and maintain a safe and healthy workplace by following industry standards and complying with OH&S legislation. In keeping with OH&S legislation, a healthy and safe workplace will be created in consultation and cooperation with management and workers, in particular the health and safety committee.

Managers will be held accountable for the health and safety of employees under their supervision. Responsibilities include ensuring machinery and equipment are safe and established safe work practices are followed. To protect their health and safety, employees must receive an OH&S orientation and specific work task training.

Every employee must protect her/his health and safety and the health and safety of other employees by following legislative requirements and safe work practices and by reporting unsafe conditions they observe.

Contractors will be required to meet legislative requirements and follow NSNU policies and procedures regarding health and safety.

## **32) Chartered Locals and By-Laws**

- The Nurses' Union may issue a charter to any group eligible for membership under Article 3 of the Constitution, and the group shall be referred to as a "Chartered Local" or "Local".
- Every Chartered Local shall have By-Laws as listed in Appendix "B" of the Constitution.
- 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.

### **Amendment of By-Laws**

- 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.

### **Amalgamation of Locals**

- A Local may merge with, and transfer its jurisdiction, obligation, rights, privileges, duties and assets to one or more other Locals, provided that the Locals 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.

### **Transfer of Jurisdiction**

- All Chartered Locals shall transfer its jurisdiction and bargaining rights to the NSNU.

## **33) Honorary Members**

### **Criteria**

- Nominations for Honorary Membership shall be submitted by at least one Local, to the Board of Directors. The Board of Directors shall make the final determination as to the granting of such membership.
- Locals submitting nominees for Honorary Membership must include in their submission, a detailed account of their nominee's activities and involvement in NSNU. This should include such things as length of time involved with NSNU, Boards, Executives or Committees the nominee was involved with, and any outstanding accomplishments the nominee performed.
- Nominations shall be submitted to the Union Office at least ninety (90) days prior to the Annual General Meeting.
- Honorary Membership may be conferred on an individual who is retired, or about to retire, is in receipt of permanent disability and is no longer employed as a member or staff for a period longer than six months. Honorary Membership may be conferred posthumously.
- Honorary Membership may only be conferred to an individual who has rendered distinguished service or valuable assistance to the Nova Scotia Nurses' Union.
- An Honorary Member shall be granted the right to:
  - (i) Attend the banquet, at which time the Union shall pay for the accommodation and meals.

- (ii) Receive NSNU Newsletter.

### **34) Products and Services**

#### **Travel Insurance**

Travel Insurance for all levels of the Union including members and staff shall be provided when traveling on Union business.

#### **Directors' and Officers' Insurance**

Liability Insurance shall be provided for Board of Directors, Union Committees, Local Officers and Committees, and Staff.

#### **Group Home and Auto Insurance**

Group Home and Auto Insurance is available to NSNU members at preferred rates through Johnson Insurance. Members are notified about this opportunity through periodic mailouts.

#### **Life Insurance**

Life Insurance is available through American Income Life Insurance Company (AIL), who will also provide union members with AD&D insurance free of charge.

#### **Member Discounts**

The NSNU will continue to lobby the goods and services industries in the province for discounts for our members.

## **SECTION 3**

### **BOARD OF DIRECTORS**

#### **1) Responsibilities of the Board of Directors**

- 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.
- 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.
- 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.
- 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.
- 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.
- 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:
  - to acquire; hold and dispose of real and personal property or any part thereof,
  - to invest money on behalf of the Nurses' Union and,
  - 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.
- 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. The result of the vote shall be determined by a majority of those voting. In the event of a conflict between a provision of this Constitution and the referendum vote, the results of the referendum vote shall govern.

## **2) Roles of the Board of Directors**

### **President**

The following roles/responsibilities are not an exhaustive list:

- Official spokesperson of the Union. This authority may be delegated by the President.
- Chair of any Provincial Negotiating Committee and meetings of the Board of Directors. When acting as Chair, the President shall have the right to vote.
- Preside at all Annual General Meetings, Special Meetings, and Provincial Meetings of the Union and meetings of the Council of Presidents.
- A member of the Finance Committee and the Personnel Committee of the Board of Directors.
- Ex-officio member of any NSNU committee.
- Report on the execution and administration of the Presidential office and on the affairs of the Union to the Board of Directors and the Annual General Meeting.
- Shall cause to be maintained full minutes of all meetings of the Board of Directors and all meetings of the Union and shall cause to be maintained all records, documents and correspondence of the Union.
- 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.

### **1st Vice-President**

The following roles/responsibilities are not an exhaustive list:

- 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 General Meeting, where a member shall be elected to fill the position for the unexpired term.
- a member of the Acute Care Provincial Negotiating Committee.

## **Vice-President Finance**

The following roles/responsibilities are not an exhaustive list:

- Reports to the Board of Directors and prepares an annual report on the finances of the Union for the Annual General Meeting.
- Prepares a proposed budget for the next fiscal year to the Annual General Meeting.
- Chair of the Finance Committee

## **Area and Component Vice Presidents**

The following roles/responsibilities are not an exhaustive list:

- Carry out generally the objectives of the Nurses' Union and function as members of the Board of Directors, reporting to the Board on area or region at each Board Meeting.
- Chair Regional Bursary Committee, and may chair one of the Standing Committees of the Board of Directors and of the Union as designated by the President.

## **Eligibility for Board Members**

- No person shall be a member of the Board of Directors who is not a member in good standing of the Nurses' Union.

## **3) Meetings of the Board of Directors**

### **Orientation of New Board Members**

- **Provincial President**
  - An orientation of up to 6 weeks shall be provided with the past President. This may be extended upon decision of the Board of Directors.
  - Orientation begins when the newly elected President begins work at Union Office full time.
  - Both individuals shall receive the full salary and benefits as outlined in the President's policies.
  - If there is a period when the newly elected President is unable to obtain leave from the Employer until after the commencement of the term of office, the newly elected President's regular salary shall be topped up to salary as outlined in the President's policies.
- **VP Finance**

- The VP Finance will be salary replaced for a minimum of two days with the Director of Finance in order to receive orientation to the position.
- **Other Board Positions**
  - Orientation of new Board members will be coordinated between the President, the Executive Director and the Director of Finance.
  - If there is a requirement for time off with salary replacement, it will be covered under policy.

### **Frequency and Notice**

- 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.
- 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 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.

### **Attendance at Board Meetings**

- 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.

### **Quorum and Alternates**

- 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 on the Board of Directors, and will be absent for more than one consecutive meeting, the Designated Alternate Area Vice President for that Region 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.

### **Voting at Meetings**

- Unless otherwise provided in the 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. The President shall have the right to vote at meetings of the Board of Directors.

### **Approved Leave for Board Members**

- 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 General Meeting.

### **Resignation from the Board of Directors**

- Any member of the Board may resign from office by giving notice in writing to the President.
- 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.

### **Board Member Replacement**

- **President**

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 General Meeting, where a member shall be elected to fill the position for the unexpired term.

- **Vice President**

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

- **Vice President Finance**

In the event that the Vice President Finance ceases to act, the Board of Directors shall elect, from the current Board members, a replacement for the vacant position until the next scheduled Annual General Meeting wherein a member shall be elected to fill the position for the unexpired term.

- **Area and Component Vice Presidents**

In the event that an Area or Component Vice President ceases to act, the Board of Directors shall appoint the designated alternate Area or Component Vice President elected at the Regional level for the unexpired term.

### **Board of Directors' Meeting Minutes**

- The President shall cause to be maintained full minutes of all meetings of the Board of Directors and all meetings of the Union and shall cause to be maintained all records, documents and correspondence of the Union.
- Notes from “in camera” meetings will not be recorded in the minutes but will be kept as records for Board members’ review.

### **Request for Board of Director Minutes**

- A copy of the Minutes of any meeting of the NSNU Board of Directors will be provided upon the request of any member of the Union, once such Minutes have been approved by the Board of Directors and signed by the President.

### **Teleconference Meetings of the Union**

- Any Board or Committee Meetings of the Union except for Annual General Meetings or Special Meetings may be conducted by Teleconference.

### **Members Attending Meetings of the Board of Directors**

- All members of the Nurses’ Union may attend meetings of the Board of Directors at their own expense, as non-voting observers, if they have notified the office of the Nurses’ Union at least two (2) weeks prior to the meeting (or less if mutually agreed by the Board) that they wish to attend.

### **Communications**

- Communications received by the Union and subsequently of value or interest to the Board should be organized into two files. One file for communications that require action, the other for communications read and noted. The contents of each piece of communication should be summarized and listed to allow for ease of reference. The summaries will be circulated to Board members.
- For the purpose of any communications, the author of a document shall indicate at the bottom of the document who should receive a copy of the document.

### **Board Communications with Members**

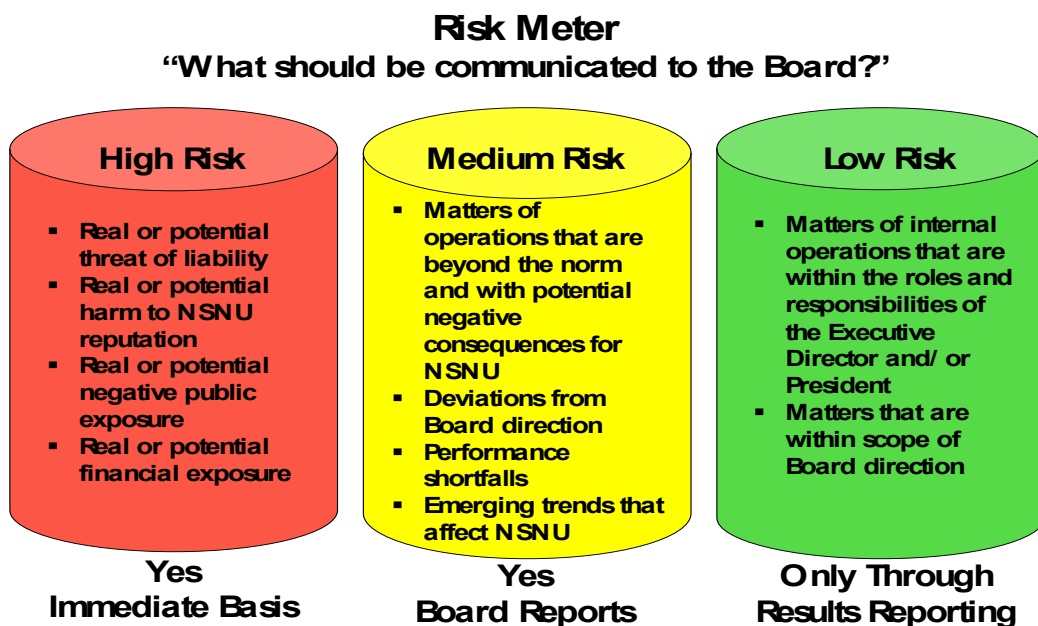
- Board members will communicate with members through a method approved by the Board of Directors. Board members will not set up constituent-specific Facebook or chat groups to communicate with members.

## Guidelines for Board Members Attending Education Seminars/Conferences

- On an annual basis, each Board member may apply, in writing, to the President for authorization to enroll in a course or conference which is offered in Nova Scotia. The Board member shall indicate how the course/conference will enhance the role of the Board member or benefit the Union. If the course or conference is outside of Nova Scotia, the application shall be brought before the full Board for authorization. It shall be the discretion of the President and the applying Board member to defer the matter of authorization to the full Board of Directors.
- The maximum cap (including expenses, salary and registration) is \$1500 per Board member annually.

## Risk Assessment

- The tool below is intended to signify that significant real or potential threats to NSNU should be communicated to the Board on an immediate basis. In the ‘high risk’ category, the Board could expect to craft the strategy and actions to resolve or mitigate the risk.
- Medium risks also need to be reported to the Board, but through the regular reporting of the President and Executive Director. In the ‘medium risk’ category, the Board might (1) require ongoing status reports, (2) expect a plan to be presented to mitigate the risks, and (3) establish principles to guide actions to resolve similar future risks in the future.
- Low risks do not require the heightened attention of the Board, but the Board must still be aware of such risks. In the ‘low risk’ category, the Board should be made aware, but through regular results reporting, especially with regard to matters that are established through Board direction.



#### **4) NSNU Board Norms** **(Reviewed and approved, October 2007)**

##### **Decision-Making**

The Board agrees that decision-making can become more structured and efficient by ensuring that the following questions are addressed:

- What is the decision that needs to be made?
- When does the decision need to be made?
- How does this decision fit with the goals, guiding principles and legal obligations of NSNU?
- What are the alternatives available?
- How realistic and achievable are these alternatives?
- What are the risks inherent in each alternative?
- What are the possible and/or likely outcomes of each alternative?
- What is the effect on stakeholders and various constituent groups?
- What is the decision's impact on resource requirements?
- What is our plan for evaluation of this decision?
- How (and by whom) will the decision be communicated?

It is agreed that, insofar as possible, information that addresses these above decision-making questions will be prepared by paid staff, committees, and others as may be appropriate, and pre-circulated to Board Members prior to Board meetings.

Consensus shall be the Board's method of decision-making with voting being reserved as a 'last resort' method. This is not intended to preclude the need to meet parliamentary requirements for minutes and other meeting records.

The Board defines 'consensus' as follows: Consensus decisions occur when each Board member has voiced their needs, interests and concerns, when there has been full consideration of these needs, interests and concerns, and when all Board members agree, "I can live with and support this decision".

Board decisions are ultimately always supported by individual Board and staff members and individuals will be held accountable for any breach of this agreement.

Communication of decision-making requires prior development of a communication strategy, including key messages that individual Board Members agree to communicate.

The Board must make decisions with shared conviction, but there will be occasions where there has been a substantive change in the nature of the information initially provided to the Board. In these situations, the Board will be amenable to revisiting decisions.

Although Regional and Component Representatives are elected, all Board Members must take a provincial perspective in formulating policy and in making decisions.

## **Conflict Resolution**

Conflict is a naturally occurring phenomenon in any group and it is healthy and constructive if it is dealt with in the following manner:

- Determine what the conflict is about
- Determine how important the conflict is
- Focus on the issue, not the person
- Deal with the conflict on the lowest level possible.

Conflict will only be escalated to the next level when there has been notification to the other person that this is the next step being taken to resolve the conflict

In a situation where a conflict becomes unhealthy, or beyond the capacity of the Board to deal with in the above manner, the Board will follow a formal conflict resolution process.

## **Board Communication**

Communication between individuals is healthiest when there is a shared perception and assumption of positive intent. Board members will first assume positive intent and seek to clarify it if it is not readily apparent.

Individual Board Members have information needs that must be met on a timely basis. However, where individuals are experiencing an information void, they will take the initiative to seek this information or, if necessary, raise the information void as an issue.

To facilitate the need to obtain Board member input on issues, each Board member agrees to respond to these voice messages with a message that either:

- Provides the input requested, or
- Indicates that input will be forthcoming and when this input can be expected, or
- Indicates that the voice message has been received, but that addressing the issue should proceed without that Board member's input.

To facilitate internal and external communication, the Board individually agree to assume responsibility for:

- Developing and planning a message
- Determining when the message should be delivered

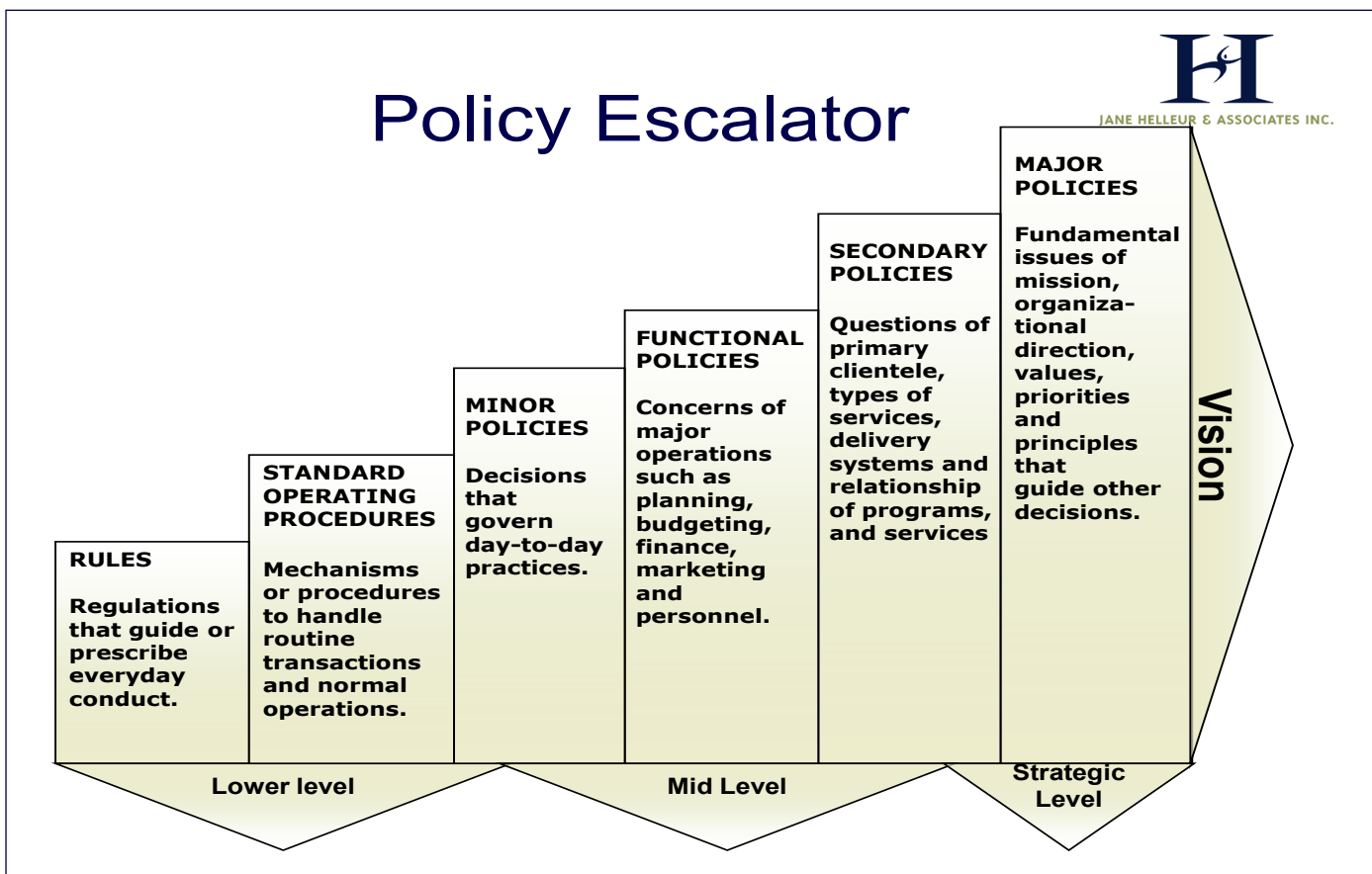
- Delivering the message to the appropriate person or committee
- Developing and subsequently following a policy that articulates what communication should be communicated by whom and by which method (e.g., meetings, newsletters, fax, website)

## Policy Development

The Board agrees to use a policy development process that has the following features:

- Define policy objectives (what are we trying to achieve with this policy?)
- Formulate the policy statement
- Define policy-monitoring requirements (who should monitor this policy and how often does the Board require an update?)
- Determine policy evaluation requirements (who, when, and on what basis will we evaluate if the policy has met our policy objectives?)

The Board agrees to focus on its policy development role and in particular will focus on its role in formulating major and secondary policies. We agree to use the Policy Escalator as a tool to help us maintain this important focus.



## **SECTION 4**

### **COMMITTEES OF THE UNION**

#### **1) Committees of the Board**

##### **Personnel Committee**

The Personnel Committee shall be composed of the following:

- Area Vice President - Chair
- One (1) other member of the Board of Directors selected by the Board of Directors.

Each member of the Personnel Committee has the right to vote at its meetings. The Personnel Committee has the following roles:

- To act as a negotiating committee on behalf of the Union in its relations with its unionized employees
- To deal with matters related to non-unionized employees of the Union
- To deal with any other matters as assigned by the Board of Directors

##### **Standing Committees of the Union**

Pursuant to Article 5.05 of the Constitution, there shall be Standing Committees of the Union as follows:

- Finance Committee
- Education Committee
- Constitution and Resolutions Committee
- Annual General Meeting Operations and Nominations Committee

These Standing Committees are accountable to the Board of Directors.

- **Appointment of Standing Committee Members and Alternates**
  - The members at large and alternates for 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.

- Using the same process, the AGM/Nominations Committee will also select 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.
- 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.
- Members at large of Standing Committees of the Union (but not alternates) shall have the right to attend the Annual General Meeting 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.

- **Finance Committee**

The Finance Committee shall be composed of the following:

- the Vice President Finance, who shall be the Chair of the Finance Committee
- the President
- two members of the Union, to be appointed pursuant to the provisions of the Constitution (Appendix “G”)

Each member of the Finance Committee shall have the right to vote at its meetings.

The Finance Committee has the following roles:

- to develop, oversee, and present the budget of the Union
- to develop, oversee and present the investments and financial policies of the Union
- any other matter assigned by the Board of Directors

- **Education Committee**

The Education Committee shall be composed of the following:



- One Area Vice President as selected by the Board of Directors, who shall be the Chair of the Education Committee
- Two members of the Union, to be appointed pursuant to the provisions of the Constitution

Each member of the Education Committee shall have the right to vote at its meetings.

The Education Committee has the following roles:

- Examine, in consultation with employees of the Union, the educational needs of the NSNU members and recommend educational programs to the Board of Directors.
  - plan, at the discretion of the Board of Directors, an educational activity to be held in conjunction with the Annual General Meeting.
  - select the recipients of the provincial scholarships as set out in Section 10 of the Policy Manual
  - any other matter assigned by the Board of Directors
- **Constitution and Resolutions Committee**

The Constitution and Resolutions Committee shall be composed of the following:

- One Area Vice President as selected by the Board of Directors, who shall be the Chair of the Constitution and Resolutions Committee
- Two members of the Union, to be appointed pursuant to the provisions of the Constitution

Each member of the Constitution and Resolutions Committee shall have the right to vote at its meetings.

The Constitution and Resolutions Committee has the following roles:

- Receive proposed resolutions and constitutional amendments from the Board of Directors, Locals, Standing Committees and NSNU members for presentation to meetings of the Union in accordance with Article 8 of the Constitution
- Determine whether a resolution requires a constitutional amendment
- Propose required amendments to the Constitution to implement a proposed resolution (if required)

- Combine two or more resolutions or constitutional amendments where the purpose is the same or similar
- Eliminate and/or combine duplications in resolutions submitted with the proposers' consent.
- Determine the order in which resolutions will be presented to the meeting.
- Refer proposed resolutions and constitutional amendments with financial implications to the Finance Committee

The Committee will present its report, including resolutions, without any recommendations as to acceptance or rejection. The Committee shall ensure that each resolution is identified by the mover and seconder of the motion. The name of the NSNU Local or Committee, where applicable, of each mover and seconder should be included for information and identification purposes.

The members of the Committee will annually review the Constitution and By-Laws to ensure compliance with the resolutions passed at the Annual General Meeting and internal consistency.

Where the Committee identifies conflict, the Chairperson shall report such conflict to the Board of Directors, together with a recommendation to resolve such conflict from the Committee. The Board of Directors will render an interim interpretation pending the next Annual General Meeting.

#### • **Annual General Meeting Operations and Nominations Committee**

The Annual General Meeting Operations and Nominations Committee shall be composed of the following:

- one Area Vice President as selected by the Board of Directors, who shall be the Chair of the Committee
- two members of the Union, to be appointed pursuant to the provisions of the Constitution

Each member of the Committee shall have the right to vote at its meetings.

The Annual General Meeting Operations and Nominations Committee has the following responsibilities:

- nominations for provincially elected positions
- the election of provincially elected positions
- registration of delegates
- the appointment of scrutineers

- the establishment of display booths at meetings of the Union
- entertainment for meetings of the Union
- any other matter assigned by the Board of Directors

Standing Committees of the Union are required to submit, in writing, to the Finance Committee, their proposed yearly budget, 90 days before the Annual General Meeting. The number of meetings per year for standing committees shall be incorporated into the budget. Any committee which will exceed its budgeted amount will require prior approval from the BOD for extra meeting(s).

- **Union Discipline Committee and Union Discipline Appeal Committee**

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

Each Committee shall be comprised of four (4) members, one representative from each region and one alternate member who is a member of a different Local in the region

A Chairperson is designated by the President of the Union, in accordance with Article 15.03 of the Constitution.

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.

The Chairperson for each Committee shall be chosen in accordance with Article 15 of the Constitution, and the Guidelines for designation of the Chairpersons (see “Chair Selection”).

The term of office for each Committee member shall be the same as that of the Board of Directors.

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.

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.

In conducting its duties, the Union Discipline Committee shall have available to them the services of legal counsel as determined by the Executive Director.

- **Union Discipline Appeal Committee**

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 17 of the Constitution.

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

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.

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.

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.

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.

- **Chair Selection**

In designating a Chairperson or alternate Chairperson of the Union Discipline Committee or the Union Discipline Appeal Committee, the President shall select a member who best meets the following criteria:

- active membership in the Union for at least five (5) years
- demonstrated experience and ability in conducting meetings
- knowledge of the Nova Scotia Nurses' Union Constitution
- ability to perform the duties of Chairperson on a timely basis.
- cannot be in a conflict of interest regarding the matter referred to the Committee.

## **SECTION 5**

### **MEETINGS OF NSNU**

#### **1) Annual General Meeting**

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

#### **Notice of Annual General Meeting**

- Every Chartered Local shall be given at least thirty (30) days notice of the Annual General Meeting. 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 meetings.
- The notice of meetings shall specify the subject(s) to be considered at the meeting.

#### **a) Attendance at the AGM**

##### **Provincially Sponsored**

- Voting Delegates (based on 1 per 100 members)
- Board of Directors
- Standing Committee members (observer status)
- Seven first time attendees (chosen by random draw)
- Five members under age 35 (chosen by random draw)

##### **Voting Delegates**

- Every Chartered Local is entitled to be represented by at least one voting delegate at a meeting of the Nurses' Union.
- 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.
- 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.

### **Alternate Delegates**

- 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.

### **Observers**

- Each Chartered Local Union may elect or appoint one (1) observer per one hundred members or portion thereof to attend the Annual General Meeting or Special Meetings of the Nurses' Union at the expense of the Chartered Local. Observers must be members of the Chartered Local.

### **Other Members (Spectators)**

It is a right of each member of the Union to have the opportunity to attend the Annual General Meeting of the Union at the members' own expense under the following conditions:

- A registration fee may be imposed to cover associated costs of the members attending.
- The opportunity to attend would be dependent on the availability of space of the meeting room.
- Members attending in this manner would be there in a spectator role only (ie. there will be no voting or discussion afforded to them).

### **Registration Forms**

- The Executive Director shall arrange to send to all Chartered Locals, at least thirty (30) days before each Annual General Meeting, proper registration forms for delegates and observers.
- The Chartered Local shall send the completed copy of this registration form to the Executive Director at least fifteen (15) days prior to the meeting.

### **b) Scrutineers**

- 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. These persons shall normally be selected from the observers.
- The scrutineers do not have the right to vote.

- 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.

### **c) Voting at Meetings (other than elections)**

- **Quorum**
  - Two-thirds (2/3) of the voting delegates including a representative from each region shall constitute a quorum for the transaction of business.
- **Majority Vote**
  - Unless otherwise provided in the Constitution or as required by the amendment provisions of the 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 (50%+1) of those who vote, vote in favour of it.
- **Voting Process**
  - Voting shall be a show of hands unless the chairperson directs otherwise.
- **Proxy Votes**
  - Each voting delegate shall be entitled to one vote, and there shall be no votes of proxy.
- **Board and Committee Voting Privileges**
  - Every member of the Board of Directors shall have a vote, with the exception of the President.
  - 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.
  - 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.
  - 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.

#### **d) Resolutions**

- Members of the Nurses' Union may submit resolutions which have been moved and seconded to the Executive Director of the Nurses' Union at least seventy-five (75) days prior to an Annual General Meeting.
- The Board of Directors, Standing Committees of the Nurses' Union and Components of the Nurses' Union may submit their own resolutions to an Annual General Meeting at least seventy-five(75) days prior to an Annual General Meeting.
- Any modification to the proposed budget shall be sent to the Union Office at least two (2) weeks in advance of the Annual General Meeting so that the office staff can prepare financial documents.

#### **Constitution and Resolutions Committee**

- The Executive Director shall forward all resolutions to the Constitution and Resolutions Committee not less than seventy (70) days prior to the next Annual General Meeting for preparation and presentation.

#### **Circulation of Resolutions**

- 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 General Meeting, at least forty-five (45) days prior to the meeting.

#### **Resolutions Post Deadline**

- Resolutions which have not been circulated in this manner may only be dealt with at an Annual General 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.

#### **Effective Date of Resolutions**

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

#### **e) Rules of Order**

- Bourinot's Rules of Order shall apply at all Annual General Meetings and Special Meetings of NSNU.



#### **f) Chair**

- 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 General Meetings 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.

#### **g) Order of Business**

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

#### **h) Rules of Business**

- No matter of a sectarian character shall be discussed.
- No member shall speak until recognized by the chairperson. Remarks shall be confined to the question at issue.
- Speeches shall be limited to five (5) minutes except in moving a motion when the member shall be allowed ten (10) minutes.
- A member shall not speak more than once to a subject until all who wish to speak have had an opportunity to do so.
- A member shall not interrupt another unless concerning a point of order.
- 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.
- 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.
- 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.

#### **i) Appeal of Decisions of the Chair**

- 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.

#### **j) Process for Resolutions and Motions at Meetings**

- 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 motion is defeated, it cannot be renewed until after an intermediate proceeding.
- 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 third (2/3) majority.

#### **k) Amendment to the Constitution**

- The 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.
- 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.
- Only if there is a 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.

#### **l) Reports of Committees**

- 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.
- 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.
- A motion to refer back to the committee for reconsideration shall be in order.

- A member shall not move a motion to refer back after speaking on the question at issue.
- A motion to refer back is not debatable and when properly seconded, the question shall be immediately put to the meeting.
- Committees may combine resolutions or prepare a composite to cover the intent of the question at issue.

#### **m) Registration**

- Members will be registered each morning and after lunch break.

#### **n) Invited Guests**

- Invitations may be sent to Presidents or designates in other Nurse Unions to attend the Annual General Meeting as guests.

#### **o) Meeting Location** (adopted at Annual 1995)

- The Annual Meeting of the Union shall be centralized in a location that can be arranged by the Board of Directors (i.e. Halifax/Dartmouth/Truro).

## **2) Council of Presidents**

### **Provincially Sponsored**

- Board of Directors
- President
- One (1) Co-President (or designate)

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:

- to inform the Local Presidents/Co-Presidents (or designates) of ongoing issues, or emerging issues
- to 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.

## **3) Provincial Bargaining Meeting**

### **Provincially Sponsored**

- Board of Directors
- Voting Delegates (1 per 100)
- Provincial Negotiating Committees and Alternates (non-voting)

A Provincial Bargaining Meeting shall be held prior to the expiry of the collective agreements for the purpose of developing bargaining objectives.

Wherever possible, this meeting will be held in conjunction with the Annual General Meeting.

### **Eligibility for Attendance**

- The members of the Board of Directors.
- 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 General Meeting of the Union.
- All members and the first of each of the alternates of a Provincial Negotiating Committee will attend the Provincial Bargaining Meeting as non-voting participants.
- No Observers attend this meeting.

### **Voting Eligibility**

- Delegates (same proportionate basis as for AGM).
- The members of the Board of Directors may attend this meeting as non-voting participants.
- Alternates of a Provincial Negotiating Committee will attend as non-voting participants.
- The President of the Provincial Union or designate shall Chair the Provincial Bargaining Meeting and shall only vote in the event of a tie.

## **4) Special Meetings**

- 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. Locals will be given as much

notice as is possible. In the case of special meetings, only such subjects as are specified in the notice calling the meeting may be considered and acted upon.

- 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.

## **5) Regional Meetings**

### **Attendance Eligibility**

- The right to attend shall be extended to all members from each region.

### **Purpose**

- Increase communications between the Locals.
- Co-ordinate efforts for a common purpose.
- Act as a liaison between the Locals and the Board.

The Area Vice Presidents shall have the following duties and limitations:

- Chair regional meetings.
- Draft an agenda (in association with Locals in the area), which shall be forwarded with the notice of meeting.
- Represent the interests of the Board of Directors at Regional Meetings.

### **Other Regional Meetings**

- Other Regional Meetings are to be held at the call of the Board of Directors or at the call of the majority of Locals within the region.

### **Minutes**

- A secretary for each region shall be elected to record the minutes of the Regional Meetings. A copy of the minutes shall be forwarded to the Provincial Office. They will be typed and forwarded to the Locals of that area. The Secretaries are not members of the Board of Directors. These minutes will be circulated as draft and approved at the next Regional Meeting.

## **6) Local Meetings**

### **Annual Local Meeting and Special Meetings**

- 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.
- 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" of the NSNU Constitution.

### **Executive Committee**

- The affairs of the Chartered Local shall be administered by an Executive Committee which shall be composed of the following:
  - President or Co-Presidents
  - One (1) or more Vice-Presidents
  - Secretary
  - Treasurer
  - 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 Representative and a Shop Steward on its Executive (if applicable).
- The Executive Committee shall meet at least once every four (4) months.

### **Quorum**

- The lesser of five (5) members of the Chartered Local or ten percent (10%) of the members shall constitute a quorum of the Chartered Local for the transaction of business.

- Three (3) members of the Executive Committee shall constitute a quorum of the Executive Committee for the transaction of business.

## **7) Components**

### **Definition**

A Component is an interest group established by the Union at an Annual General Meeting to deal with issues specific to that Group.

Components may only be created with a two-third (2/3) majority vote of those delegates who vote at a Meeting of the Provincial Union.

Current Components under the NSNU Constitution are:

- Long Term Care Component
- Community Care Component
- LPN Component

### **Objectives of Component Meetings**

The objective of these meetings shall be:

- increase communications within the Component
- co-ordinate efforts for a common purpose
- act as a liaison between the Component and the Board of Directors

### **Vice President Responsibilities**

The Vice President of each Component shall have the following limitations and duties:

- co-ordinate activities of the Component
- voice the interests of the Component at Board of Directors meetings
- represent the interests of the Board of Directors to the Component

### **Assistant Representatives**

The Assistant Representatives shall have the opportunity to meet with the Vice President of each Component, at least once a year. When required, they shall assist the Vice President in the performance of the Vice President's duties. They shall not be members of the Board of Directors.

## **8) Component Meetings**

The Components may have the opportunity to meet once a year. The Vice President of the Component 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 Component Meetings shall be held in conjunction with one another.

Any recommendations, motions or resolutions made at a Component Meeting must be referred to the Board of Directors, or the Annual General Meeting.

### **Attendance at Component Meetings**

Any member of the component may attend meetings.

The Board of Directors and the Executive Director may attend the entire Component Meeting as observers.

Component Meetings, held in conjunction with the Annual General Meeting, shall include those members who would otherwise be attending the Annual General 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.

### **Provincially Sponsored (for meetings other than AGM)**

- One (1) component member per local
- Board of Directors
- Assistant Component Reps

### **Purpose**

- Increase communication
- Co-ordinate efforts for a common purpose.
- Act as a liaison between the Component and the Board.

### **The Component cannot:**

- do anything that is contrary to the Constitution (Article 2 - Objectives and Appendix "D", "E" and "I") or policies
- 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)
- initiate anything which entails expenditure of monies without approval of the Board of Directors

Any recommendations, motions or resolutions made at a Component Meeting must be referred to the Board of Directors, or the Annual General Meeting.



The President of NSNU or designate and/or the Executive Director or designate may attend the entire Component Meeting as observers.

### **Component Meetings other than AGM**

The Vice President of each Component will consult with the Board of Directors and Component members and may hold a component meeting for the purpose of discussing issues pertinent to the Component which may also include an education session. 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 Component Meetings shall be held in conjunction with one another.

### **Minutes**

A secretary shall be elected to record the minutes of the Component meetings. A copy of the minutes shall be forwarded to the Provincial Office. They will be typed and forwarded to the Locals of that area. The Secretaries are not members of the Board of Directors. These minutes will be circulated as draft and approved at the next Component meeting.

### **Meeting of Assistants**

The Assistant Representatives shall have the opportunity to meet with the Vice President at least once a year. When required, they shall assist the Vice President in the performance of the Vice President's duties. They shall not be members of the Board of Directors.

## **9) Provincial Negotiating Committee**

### **All Sectors**

The Nurses' Union shall establish a Provincial Negotiating Committee 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.

The Executive Director shall determine the appropriate non-voting staff resources to support the Provincial Negotiating Committees.

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.

Appendix "F", Part A of the NSNU Constitution – Provincial Bargaining Meeting shall apply to the Acute Care Sector.

Appendix “F”, Part B of the NSNU Constitution – Provincial Negotiating Committees shall **not** apply to the Acute Care Sector.

#### **a) Acute Care Sector – Nova Scotia Council of Nursing Unions**

NSNU Acute Care Sector is affiliated to the Nova Scotia Council of Nursing Unions (the “Nursing Council”) and shall follow the terms set out in the Constitution of the Nursing Council.

#### **Role of NSNU 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.

#### **Composition**

The Acute Care Provincial Negotiating Committee shall comprise the Nurses’ Union representatives on the Nursing Council Negotiating Committee.

The composition of the Acute Care Provincial Negotiating Committee is as follows:

- i) The President;
- ii) The 1<sup>st</sup> Vice-President;
- 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) One (1) member at large employed as a Nurse Practitioner by any acute care employer for which the Nurses’ Union has representation rights; and
  - e) 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.

#### **Selection of Members and Alternates**

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 General 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.

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.

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 Component Meeting normally at an Annual General 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.

The Nurse Practitioners will elect their own representative and alternates to the Acute Care Negotiating Committee at a meeting to be held for that purpose.

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 General 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.

The Vice President Finance, Area Vice Presidents and Vice President LPN may be elected as members at large on the Acute Care Negotiating Committee.

## **b) Long Term Care Sector**

The mandate of the Long Term Care Provincial Negotiating Committee is set out in Appendix "F" of the NSNU Constitution.

### **Composition**

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 (1) member at large from each of the four regions.

### **Selection of Members and Alternates**

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 General 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.

### **c) Community Care Sector (Victorian Order of Nurses)**

The mandate of the Community Care (Victorian Order of Nurses) Provincial Negotiating Committee is set out in Appendix “F” of the NSNU Constitution.

### **Composition**

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 (1) member at large from each of the four regions.

### **Selection of Members and Alternates**

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 General 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.

### **d) Community Care Sector (Canadian Blood Services)**

The mandate of the Community Care (Canadian Blood Services) Provincial Negotiating Committee is set out in Appendix “F” of the NSNU Constitution.

### **Composition**

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**

The two (2) members at large employed by the 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 General 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.

## **10) NSHA Zone Labour Management Committee (ZLMC) IWK Labour Management Committee (IWK LMC)**

### **Role of the Labour Management Committees**

- To carry out the responsibilities set out in the Collective Agreement.
- To be responsible for the day to day administration of the Collective Agreement.
- To develop, as required, a Memorandum of Agreement with the Employer if any changes are made to terms of the Collective Agreement (such as shift length, rate of pay for new classifications, secondments etc).
- Each Memorandum of Agreement shall be reviewed by the Board of Directors before it can be entered into by representatives of a ZLMC/IWK LMC.
- To deal with other issues that may be delegated to the Committee by the Board of Directors.

### **Composition of NSHA ZLMC**

- The ZLMC will be compromised of representation from the Constituent Unions as per Article 28.01 of the Collective Agreement.

- The NSNU representatives on ZLMC shall include the president of the locals referenced below. Alternates to the ZLMC 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.

**Western Zone** – (9 NSNU, 3 CUPE, 1 NSGEU)

Nine (9) representatives and nine (9) alternates, one (1) each from the following sites:

- South Shore Regional Hospital
- Fishermen's Memorial Hospital
- Queens' General Hospital
- Digby General Hospital
- Roseway Hospital
- Yarmouth Regional Hospital
- 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.

**Northern Zone** – (11 NSNU, 1 NSGEU)

Eleven (11) representatives and eleven (11) alternates, on the following basis:

- Colchester Hospital - two (2) representatives
- Lillian Fraser Hospital
- Cumberland Regional
- Bayview
- South Cumberland Hospital
- North Cumberland Hospital
- All Saints Hospital
- Aberdeen Hospital - two (2) representatives
- Sutherland Harris Hospital

**Eastern Zone** – (12 NSNU, 1 Unifor, 1 NSGEU)

Fourteen (14) representatives and fourteen (14) alternates, on the following basis:

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

- 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.

### **Central Zone – (6 NSNU, 10 NSGEU)**

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

### **Composition of IWK LMC**

- The IWK LMC will be compromised of representation from the Constituent Unions as per Article 28.01 of the Collective Agreement. (6 NSNU, 1 NSGEU)
- The NSNU representatives on the IWK LMC shall include the president of the local. The other representatives and the alternates to the IWK LMC will be elected by members of the Local at a meeting called for that purpose.

### **Alternates**

Where adequate notice has been given, alternate representatives shall attend a ZLMC/IWK LMC meeting in the event that the regular representative is unable to attend.

### **Term of Office**

Term of Office for ZLMC/IWK LMC representatives shall be two (2) years. A representative may serve consecutive terms.

### **Quorum**

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

### **Chair**

The Union Chair of the ZLMC/IWK LMC shall be chosen by and from the Committee representatives, with the exception of Central Zone where the Union chair shall be an NSGEU member. The Chair shall be appointed for a one (1) year term but may serve consecutive terms. The Chair of the ZLMC/IWK LMC 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.

### **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.

### **Chief Shop Steward**

- Each NSNU portion of the ZLMC/IWK LMC 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 ZLMC/IWK LMC will develop a monthly inventory of all active grievances in consultation with the Chief Shop Steward, and review with the NSNU members of the ZLMC/IWK LMC.
- 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 ZLMC/IWK LMC may attend arbitrations on their own time depending on space at the hearing and whether it is a closed hearing or not.

### **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 ZLMC/IWK LMC representative.



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

### **Role of Area Vice President**

- The Area Vice President will attend at least one meeting a year (annually) of each ZLMC/IWK LMC in their area with appropriate notice to the chair of the ZLMC/IWK LMC and to the Labour Relations Representative who will provide notice to the Employer regarding the attendance of the Area Vice President.
- The Area VP may attend any/all NSNU labour management caucus meetings.
- The Area Vice President will not have a vote at the ZLMC/IWK LMC.
- The Area Vice President shall be the liaison between the ZLMC/IWK LMC and the Board of Directors of the Nurses' Union.

### **Meetings and Teleconferences**

- As provided in the Collective Agreements, a ZLMC/IWK LMC shall meet at least four (4) times, and not more than ten (10) times, per year unless mutually agreed otherwise.
- The meeting may be attended at a specific location in person or held by teleconference/virtually.

### **Sub Committees**

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

### **Observers at ZLMC/IWK LMC meetings**

- All bargaining unit members may attend union caucus meetings of their designated ZLMC/IWK LMC meetings at their own expense, as non-voting observers, if they have notified the Union Chair of ZLMC/IWK LMC at least two (2) weeks prior to the meeting (or less if mutually agreed by the ZLMC/IWK LMC) that they wish to attend.
- Attendees shall be limited to two (2) people per meeting and must defer to the discretion of the Union Chair of ZLMC/IWK LMC in camera sessions when matters of a confidential nature are discussed.

## **11) Long Term Care Union Management Committees (UMCC)**

- The Union and the Employer agree to establish/maintain a Union Management Consultation Committee which shall be comprised of representatives of the Local Union and representatives of the Employer. A person designated by the Union and the Employer shall alternate as the Chairperson.
- The committee shall meet no less than three (3) times per year.
- Either party may request additional meetings on two (2) weeks notice in which case the Parties shall schedule a meeting at a mutually agreeable time.
- Topics for discussion may be agreed upon by the Committee and the agenda shall be circulated one (1) week prior to the meeting. By mutual agreement, items may be discussed if a matter arose after the agenda has been finalized.
- Minutes are to be drafted by the person appointed to act as secretary to the committee. The draft minutes shall be typed and circulated by the Employer not later than three (3) calendar weeks following the meeting.

## **12) VON Union Management Consultation Committee**

### **Composition of the Site Consultation Committee**

- This Committee shall be comprised of representatives of the Local Union as set out below and up to an equal number of Employer representatives, including the Site Director or designate and Nurse Managers.
- Representation for Local Antigonish, Colchester, Cumberland, Digby, Lunenburg, Pictou, Queen's, Shelburne, Yarmouth - two (2) representatives,  
Representation for Local Annapolis, Cape Breton or Greater Halifax - three (3) representatives
- One Representative of the Local Union and one Representative of the Local Employer shall alternate as Chairperson for each meeting.

### **Schedule of Meetings**

- This Committee shall determine a schedule of meetings setting out a meeting each second month.
- The Committee shall meet unless mutually agreed otherwise.
- Meetings may be scheduled more frequently where mutually agreed.

**Multi Site Consultation Committee**

- The Multi Site Consultation Committee shall normally meet at least two (2) times per calendar year.
- The meeting shall include one representative of each Union Local to discuss issues of general concern. Representatives of the Union may attend as well. The Employer will determine its representatives.

## **SECTION 6**

### **ELECTIONS**

#### **1) Elections of Board of Directors**

- All officers shall be elected by a clear majority of those who vote and shall hold office for two years.
- All candidates for the Board of Directors, as listed in Article 4.01 of the Constitution, shall file nomination papers, as required by the Annual General Meeting Operations and Nominations Committee, 90 days in advance of the Annual General Meeting.

#### **Nominations**

- Nominations from the floor will be accepted for Board positions only if:
  - there are no nominations for the position submitted before the closing date of nominations as stated above; or
  - if the nominee withdraws from the contest or is elected to another position and the position is left with no nominee.
- Nominations from the floor of the Regional and Component meetings will be accepted for designated alternates for the various Vice President positions.

#### **Campaigning**

- Candidates running for a position on the Board of Directors should conduct their campaigns in a respectful manner which reflects the core values of NSNU.
- Members running for an elected position on the NSNU Board or any other member on a nominee's behalf, are precluded from campaigning outside of NSNU or communicating publicly outside of NSNU about another candidate or the NSNU, either through paid or earned media, social media or at public venues.
- If any member is found to contravene this policy, the Board of Directors shall meet as soon as possible to determine appropriate measures.

#### **Candidate's Speeches**

- 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.

## **Voting Process**

- 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.
- 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.
- 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.
- Nominations shall be called for each provincially elected office by the Chairperson of the Annual General Meeting Operations and Nominations Committee and the election shall be conducted at the General Assembly in the following order:
  - President
  - 1<sup>st</sup> Vice President
  - Vice President Finance
- Area and Component VP positions are conducted at Regional and Component meetings.

## **Area Vice Presidents and Alternates**

- At the Annual General Meeting when elections are to be held, Regional Meetings shall take place for the purposes of electing an Area Vice President and two Designated Alternate Area Vice Presidents. Each Region shall inform the assembly of the Annual General Meeting as to who their Area Vice President and two Designated Alternate Area Vice Presidents for the ensuing term shall be.
- The right to vote shall be extended to each member attending a Regional Meeting held in that member's region.
- The IWK Local shall elect their Area Vice-President and two (2) Alternate Vice-Presidents at an IWK Local meeting held for that purpose. IWK elections and deadlines shall conform to the same rules as for the other Vice-President positions.

### **Component Vice Presidents and Alternates**

- At the Annual General Meeting when elections are to be held, a Component meeting shall be held for the purpose of electing a Component Vice President, four (4) Regional Assistants, and two designated alternate Vice Presidents, who shall be two of the four (4) Regional Assistants. A Regional Assistant shall be chosen from each region. The Component shall inform the Annual General Meeting assembly of the names of the Vice President and two designated alternate Vice Presidents and Regional Assistants.
- Only members from the Component are entitled to vote in the election of their Vice President and Alternate Vice Presidents.

### **Vote Count**

- 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.
- 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.

### **Process for Special Elections, Other than Those Outlined in Constitution or Bylaws**

Should a Provincial mailout ballot for an election become necessary, the following procedure shall be used:

- Each local will cast votes in proportion to the number of votes carried at an annual meeting.
- Should a tie vote occur, a run off vote will be done within two weeks of the counting of ballots.
- The person(s) with the second highest vote count shall be the alternate.

## **2) Regional Elections**

- At the Annual General Meeting when elections are to be held, Regional meetings shall take place for the purposes of electing a Vice President, alternates and committee members. The following positions shall be chosen at each Regional meeting in an election year:
  - Area Vice President
  - Two (2) designated Area VPs which will follow a replacement sequence.
  - One (1) Union Discipline Committee member and one (1) alternate (both from different Locals)
  - Three (3) Regional Bursary Committee members

### **Voting**

- Each member attending a Regional Meeting shall have the right to vote at such meetings.
- If there are more than two candidates, and no candidate receives a majority (50+1%) vote, the candidate with the lowest vote count is dropped from the ballot and the vote is conducted again until one candidate achieves the majority vote count.
- The election results with names and locals of the elected members shall be recorded and the form shall be submitted to the Provincial Office.

### **3) Local Elections**

- Once in every calendar year, there shall be an Annual Meeting of the Chartered Local called by the President or Co-Presidents where local elections may be held.
- Details can be found in the Constitution (Appendix “B”: By-Laws Governing Chartered Locals).

### **Local Executive Positions**

- The affairs of the Chartered Local shall be administered by an Executive Committee which shall be composed of the following:
  - ❖ President or Co-Presidents
  - ❖ One (1) or more Vice-Presidents
  - ❖ Secretary
  - ❖ Treasurer
  - ❖ 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 Representative, and a shop steward on its Executive.
- The Executive Committee shall meet at least once every four (4) months.
- 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.

### **Shop Stewards and Committees**

- An appropriate number of shop stewards may be elected by the members of the Chartered Local to represent those members employed in specific areas or functions of their employer's establishment.
- Shop Stewards 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.
- 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.

### **Posting Notice of Elections**

- The local Executive shall post a notice of elections at least two (2) weeks in advance of elections and post the positions for election.

### **Nomination and Voting**



- Nominations for the Executive Committee and for any other positions for which elections are held shall be received from the floor.
- 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 in case the nominee is not able to attend the election meeting.
- If a nominee is not able to attend the meeting where elections are to be held, the nominee shall have a member of the Local nominate them from the floor at the meeting. They may also ask the nominator to read a speech on their behalf.
- All elections shall be by secret ballot.
- The Executive Committee shall be elected by a majority vote of those Local members who vote at each Annual Meeting of the Local.

#### **Vacancies between Elections**

- 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.
- Notice of election for vacant position shall be posted at least two (2) weeks in advance of next regular meeting.
- The process of regular elections shall be followed.

#### **Election of Voting Delegates for AGM or Special Meetings**

- Notice for election of voting delegates for the NSNU AGM or a special meeting of NSNU shall be posted at least two (2) weeks in advance of the election.
- Any member of the Chartered Local may nominate a voting delegate(s) or alternate voting delegate(s) to an Annual General Meeting 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.
- A voting delegate and an alternate voting delegate, to attend any meeting of the Nova Scotia 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.

### **4) Component Elections at AGM**

- At the Annual General Meeting when elections are to be held, Component (Long Term Care, LPN and Community) meetings shall take place for the purposes of electing a Vice President, alternates and assistants. The following positions shall be chosen at each Component meeting in an election year:
  - Vice President
  - Four (4) Assistants (one from each Region)
  - Two (2) designated alternate VPs (chosen from the 4 assistants) which will follow a designated replacement sequence

## **Voting**

- Each member attending a Component meeting shall have the right to vote at such meetings.
- If there are more than two candidates, and no candidate receives a majority (50+1%) vote, the candidate with the lowest vote count is dropped from the ballot and the vote is conducted again until one candidate achieves the majority vote count.
- The election results with names and locals of the elected members shall be recorded and the form shall be submitted to the Provincial Office.

## **5) Acute Care Labour Management Committees Elections**

- The composition of the NSHA Zone Labour Management Committee (ZLMC) and the IWK Labour Management Committee (IWK LMC) shall be defined under the Collective Agreement.
- Term of Office for NSNU ZLMC/IWK LMC representatives shall be two (2) years. A representative may serve consecutive terms.
- The Union representatives and the alternates to the ZLMC/IWK LMC will be elected at a meeting called for that purpose or as directed by the Board of Directors.

## **Chair**

- The Union Chair of the ZLMC/IWK LMC shall be chosen by and from the Committee representatives, with the exception of Central Zone where the Union chair shall be an NSGEU member. The Chair shall be appointed for a one (1) year term but may serve consecutive terms. 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.

**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.

**Chief Shop Steward**

- Each ZLMC/IWK LMC 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.

## **SECTION 7**

### **PROVINCIAL VOTING FOR TENTATIVE AGREEMENT**

#### **1) Voting Procedures**

In a round of bargaining there may be several occasions when the membership may be asked to vote on issues. Time is of great importance; for this reason, and others, it would be unwise to lock the Union into a rigid set of policies and procedures to conduct the vote. The principles that should apply to the voting process are as follows:

- a. All votes shall be by secret ballot.
- b. A majority of those who voted shall prevail.
- c. Every member who is entitled to vote shall have a reasonable opportunity to vote.
- d. Every member should have an opportunity to know what they are voting on.
- e. The Board of Directors shall determine the appropriate mode of communication to the members on the issues to be voted on and the procedure to be used in the voting.
- f. No voting by proxy is permitted.

#### **2) Ratification and Strike Votes – Acute Care Sector**

- a) The Council Negotiating Committee shall recommend that the members either ratify or reject a proposed collective agreement when it determines or is required to do so.
- b) In each round of bargaining, the Lead Union, in consultation with the Constituent Unions, shall determine the method of conducting membership votes which will be applicable to all members of the Constituent Unions and the wording of the ballots to be cast by members of the Constituent Unions. However, in every case, the votes of the members of the Constituent Unions shall be counted as a single vote and not counted separately for each Constituent Union.
- c) Tentative agreements will require approval by a majority of voting members of the Constituent Unions in the bargaining units.
- d) Authority to conduct a strike in support of bargaining demands will require the support of a majority of employees in the bargaining units.
- e) For the sake of clarity, it is understood that voting for ratification or for authority to conduct a strike will be a vote of the Provincial Health Authority and IWK Health Centre bargaining units combined.
- f) All members of the Council Negotiating Committee will be bound to support decisions of the Committee and not to undermine decisions made in the course of bargaining.

### **3) Ratification and Strike Votes – Long Term Care and Community Care**

- a) A tentative collective agreement for long term care or community care sectors must be approved by seventy-five percent (75%) of the voting members of the applicable Provincial Negotiating Committee.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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 1<sup>st</sup> Vice President of the Union, or if one of those is unavailable, at least two (2) other members of the Provincial Negotiating Committee, shall sign a Collective Agreement on behalf of the Nurses' Union.
- g) 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.

#### **Strike Vote (Long Term Care and Community Care)**

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.

## **SECTION 8**

### **STRIKE POLICY**

- The Labour Laws of this Province provides for a strike or a lockout to be the ultimate actions to be taken by a Union or an Employer respectively to break an impasse in an effort to conclude a collective agreement.
- The policies and disbursement of Union Funds apply only after the strike action has been sanctioned by the Board of Directors, or Executive Director, acting on behalf of the Board, or in case of a lockout by an Employer.
- The Board of Directors will be responsible for communicating strike plans with the members involved.
- Committees will be formed at the local level after direction from the Board:

#### **Finance and Welfare Sub-Committee**

- The Committee keeps daily accounts of who is actively participating in the strike action and who is therefore eligible for strike pay.
- Reports to Strike Steering Committee.
- Establishes a budget and budget control for each of the various committees (ie: amount allowed from local funds for picket signs, beverages, etc.)
- Locates and leases on a short-term basis suitable space for use as a strike headquarters.
- Obtains equipment and furnishings (ie: telephones, coffee urns, etc.) as necessary as well as materials for picket signs.
- Ensures that necessary supplies are maintained for the duration of the dispute.
- Ensures picket duty committee supply the Finance Committee with copies of picket duty schedules. This will assist in the determination of eligibility for strike pay.
- Ensures that proper forms for strike pay are completed on a daily basis.
- Distributes strike pay and ensures that the guidelines for distribution of strike pay are followed.
- Signs up people who are not already members and places their name on the list for strike pay.

- Keeps a record of all financial transactions including donations.
- Establishes proper controls and mechanisms for disbursement of strike pay.
- Identifies members with special needs and communicates these to the special Provincial Committee established to deal with such needs. In this role, in particular, the subcommittee would exercise discretion and maintain as much confidentiality as possible.

### **Picket Control Sub-Committee**

- Picket schedules should be drawn up for seven (7) day periods with adequate days of rest for members.
- One picket-line captain is in charge of the pickets for each shift.
- Responsible for ensuring that picket lines are established and adequately staffed at the times required by the Local Strike Steering Committee.
- Inform members of strike activities and progress in negotiations.
- Reports to Local's Strike Steering Committee.
- Establishes picket lines during the hours determined by the Local's Strike Steering Committee.
- Establishes shifts and transportation for picketers. Staffing of the picket line should result in the maximum number of individuals picketing at peak traffic periods and shift changes.
- Scheduling of members should be done after consultation with the Local Steering Committee and Communications Committees.
- Instructs picketers regarding proper picket-line decorum, such as:
  - No obstruction of movement of people or vehicles.
  - No trespassing on institution property.
  - Keep in motion on the picket line. "Bunching" minimizes the number of picketers to on-lookers and it gives the appearance of attempts to obstruct movement.
- Originates slogans for pickets (impact and originality in ten words or less). The purpose of a picket is to inform the public that a strike is in progress as well as the reasons behind the strike.

- Creates automobile and store-front display signs.
- Organizes any other public demonstrations under the direction of the Strike Steering Committee. A demonstration may require a parade permit - check with the police. If you are having a rally, hold it in a central location and provide a megaphone for speakers.

### **Social Sub-Committee**

- To maintain a high level of morale among the members.
- Organize events that will keep the members together such as rallies, information meetings and social events.
- Provide refreshments to members working in the headquarters and on the picket lines.

### **Essential Services**

- Direction from the Provincial Office and will be based on any agreement to provide essential services.

### **Strike Pay**

- There will be no loans from Provincial funds to any members during a strike or lockout.
- Locals shall submit strike pay claims to NSNU Provincial Office. NSNU shall issue cheques to the Local for distribution.
- Each Local shall be given a small strike fund grant when a strike or lockout occurs. The amount will be determined by the Provincial Finance Committee, and will be based on the size of the Local. This grant shall be used to finance strike setup (ie: rent, coffee, phones, etc.)
- All Locals participating in a strike shall receive grants from the Emergency Fund on the following basis:
  - Locals with greater than 750 members shall receive fifteen hundred dollars (\$1,500)
  - Locals with 500 - 749 shall receive one thousand (\$1,000)
  - Locals with 50 - 499 members shall receive seven hundred (\$700)
  - and Locals with less than 50 members shall receive three hundred (\$300)
- The Provincial Secretary/Treasurer will send a letter along with the grant explaining other aspects of the policy including appropriate use of this grant, necessity of recording the use of this grant and the return of unused funds.



- Locals receiving grants from the Strike Fund for strike related expenses shall keep strict records of the use of such funds, and further, at the end of the strike shall return any unused monies from the strike fund, and on the “appropriate forms” shall itemize the use of such funds.

### **Eligibility for Strike Pay**

For the purpose of strike pay eligibility, a pay week will be a seven (7) calendar day period commencing on the first day of the strike and continuing until the same day of the week following the strike. For example, if a strike commenced on a Wednesday and an agreement is reached on a Saturday, the end of the strike, for strike pay purposes, will be the following Wednesday.

### **Provincial/Local Negotiating Committee**

Negotiating Committee Members shall be entitled to salary replacement or salary from the employer and expenses for the number of days spent in negotiations.

### **Board of Directors**

If a Board Member, or any Member(s) designated by the Union to perform Union activities is on strike or is locked out, the Member(s) will not receive salary replacement/honorarium for meetings as work performed for the Union. Such time will be considered as time worked and is eligible for strike pay.

### **Members**

To be eligible for strike benefits the member must actively participate in the strike. That is, the member must perform the assigned task(s) when the member is called upon by the Strike Steering Committee or one of the sub-committees.

- Must be a member of the bargaining unit of the Local on strike.
- The strike that the NSNU Local is directly involved must be a legal one.
- Members of an NSNU Local who were locked out by their Employer.
- The member must have lost pay for a full week in order to qualify for strike pay for that week.
- Any monies received from employment, excluding vacation pay, will be deducted from the strike pay amount for that week.
- A member on Worker's Compensation or on an unpaid leave of absence which began prior to the strike will not be entitled to receive strike pay.

### **Pay Period**

- The strike pay period will be each fourteen (14) day period commencing the first day of the strike and ending on the same day of the week following the strike.
- The cheques will be processed by the Provincial Office Staff upon receipt of appropriate forms indicating the names and other required information needed for processing.
- The cheques will be forwarded to the Local Treasurer or Site Representative on the Finance and Welfare Steering Committee by the fastest reasonable means possible for distribution to the members.

### **Amount of Benefit**

- Strike pay will be determined by the Board of Directors. Any income earned from employment during that week will be deducted from the strike pay.
- Members applying for strike pay must complete a strike pay claim form and submit it to the Site Representative on the Finance Committee.

### **Members with Special and Urgent Needs**

- There may be members who develop urgent financial needs during the strike that require special attention. A special committee called the Special and Urgent Needs Committee should be formed which should bring any such extreme hardship cases to the attention of their regional representative.
- The Board of Directors will set up a parallel committee to work with this Bargaining Unit Committee to assess and deal with these urgent and special needs within the confines of the strike fund budget.

### **Disciplinary Action During a Strike**

- A member who crosses the picket line of the Local Union, without having been designated by that Local, to perform essential services, or who engages in any conduct detrimental to the Union, may be subject to disciplinary action in accordance with Article 16 of the Constitution.

## **SECTION 9**

### **DISCIPLINE PROCESS FOR NSNU MEMBERS**

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 the NSNU 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.

#### **Charge Process**

- 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.
- 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.
- The Executive Director shall send a copy of the charge to be served upon the member within seven (7) working days of the filing of the charge.

#### **Union Discipline Meeting**

- 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.
- 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 have 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 that right. 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.
- 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.
- Penalties that may be imposed by the Union Discipline Committee include, without limitation, the following:
  - Reprimand
  - Fine
  - Suspension from membership in the Nova Scotia Nurses' Union
  - Expulsion from Board of Directors, Committees or office in a Local
  - Expulsion from membership in the Nova Scotia Nurses' Union

### **Appeal Procedure**

- 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.
- 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.
- Within four (4) 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.

- 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.
- 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.
- 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.
- 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.
- 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.

### **Emergency Situations for Discipline**

- 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:
  - That a fraudulent or dishonest act has been committed or is about to be committed against the Union or a Local.
  - 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.

### **Process**

- 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.

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

### **Appeal**

- Where a Charter of a Local is suspended or a Trustee(s) is appointed, 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 the Constitution.

### **Trusteeship/Reorganization of a Local**

- 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 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.
- 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 all funds and properties of any nature held by the Local to the Executive Director 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.
- 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.

## **SECTION 10**

### **MEMBER EDUCATION**

#### **1) Education**

NSNU is committed to:

- Enhancing educational opportunities for members and locals.
- Educating nurses about NSNU's value and services, featuring improvements in nurses' well-being through unionism.
- Developing a process to identify and encourage potential leaders.
- Building awareness and positive action for members and public.

#### **Shop Steward/Local Executive Training**

- Training for Shop Stewards and Local Executives members may be requested at any time through the Education and Technology Officer.
- Arrangements will be made to provide optimal benefit to the local representatives onsite, offsite or at the Union office.
- Opportunities for group training (several locals at same time/place) may be offered as required and will be authorized by the Board of Directors.
- The Union shall provide educational materials for the educational sessions as required.

#### **Provincial Education Sessions**

- Educational sessions will be planned by the Education Committee and staff normally in conjunction with the Annual General Meeting.
- Other opportunities for provincial educational sessions will be determined by the Board (such as Component or Regional meetings).

#### **Eastern Labour School**

- Shall be held every second year.
- Location shall rotate within four Atlantic provinces.

- Planning for each Labour School will be done through consultation with the Executive Directors and Presidents.
- The hosting province shall make arrangements for site, accommodations, facilitators, entertainment etc.
- NSNU will attempt to maximize opportunities for members to attend ELS.

## 2) Bursaries and Scholarships

The Union shall offer seven scholarships to NSNU Members on an annual fiscal year basis:

### Annual Union Scholarships

- Dolores Chase \$1,500 Scholarship
- Nursing degree or diploma program - \$1,500 Scholarship
- Certificate program - \$1,500 Scholarship
- Two (2) \$1,000 Family Scholarships

### Other Scholarships

- CFNU \$1,000 Scholarship
- Elizabeth and Brittany MacPherson \$1,000 Scholarship

The Education Committee shall select the recipient for:

- **Dolores Chase \$1,500 Scholarship** - This scholarship is awarded to a Member enrolled in a Nursing degree program.
- **\$1,500 Scholarship** - This scholarship is awarded to a Member enrolled in a Nursing degree or diploma program.
- **Scholarship valued up to a maximum of \$1,500** - This scholarship is awarded to a Member enrolled in a certificate program. The value granted will be determined by the Education Committee and will depend upon the cost of the certificate program.

### Criteria for Union Scholarships

The Education Committee shall make its selections based on the following criteria:

- Must be a member in good standing at the time of application, a dues paying member, or a member on an approved leave of absence.



- Must be enrolled in a full-time or part-time nursing Certificate, Diploma, or Degree granting program.
- Preference will be given to applicants who have not previously received a scholarship.
- The application form must be completed and received by the Education Committee by the deadline set by the Committee each year.

The Education Committee shall select recipients of two \$1,000 Family Scholarships on an annual fiscal year basis.

### **Criteria for Family Scholarships**

Based on the following criteria, the Education Committee shall select the recipient of each \$1,000 scholarship:

- One scholarship shall be granted to a family member of an NSNU member enrolled in the Licensed Practical Nursing Program.
- One scholarship shall be granted to a family member of an NSNU member enrolled in a Nursing Degree Program.
- For the purposes of the scholarship policy, family members include: son, daughter, stepson, stepdaughter, grandchild, step grandchild or spouse of a current member in good standing of NSNU.
- The application form must be completed and received by the Education Committee by the deadline set by the Committee each year.
- Preference will be given to applicants who have not previously received a scholarship.

The Education Committee shall also select the recipient for:

**CFNU \$1,000 Scholarship** - This scholarship, funded by CFNU, is awarded to an unlicensed student enrolled in an accredited nursing education program in Nova Scotia. It is hoped that the recipient of this scholarship will one day show leadership within the CFNU.

### **Criteria for CFNU Scholarship**

- All applicants must complete the appropriate application form and write a one thousand (1000) word essay on the following topic - *Why is it important for a nurse to practice within a unionized environment?*
- The successful applicant will be chosen by the Education Committee using a blind selection process and notified at the completion of the NSNU Annual General Meeting.

- Preference will be given to applicants who have not previously received a scholarship.
- In consideration of receiving a scholarship from CFNU, a recipient agrees to grant permission to CFNU and/or Member Organizations or the CNSA to publish their name and/or photo.

The Education Committee shall also select the recipient for:

**Elizabeth and Brittany MacPherson \$1,000 Scholarship** – This scholarship has been established in memory of Elizabeth and her daughter Brittany MacPherson who tragically lost their lives to domestic violence. Elizabeth was a Registered Nurse with the Victorian Order of Nurses and was very proud of her daughter's accomplishment as a graduate of Saint Mary's University with a Bachelors Degree of Psychology. Funding for this scholarship is provided by the NSNU VON Colchester-East Hants Local.

The scholarship is awarded to a resident of Colchester or East Hants enrolled in a nursing degree program. Preference will be given to single parents.

### **Annual Regional Union Bursaries**

At each Annual General Meeting where elections take place, each Region of the Union shall elect up to three persons to be members of a Regional Bursary Committee. The Committees will be chaired by the Area VP.

On an annual fiscal year basis, the Union shall allocate \$1,500 per region in bursary funds for members of that region to use for educational workshops, seminars, certificate programs, or courses related to the job of a member.

Members in the Region shall apply to the appropriate Regional Bursary Committee and shall include their name, the name of their NSNU Local, their address, the educational activity attended, including the date, location and description of the topic and a receipt for the fees paid.

The bursary shall be used by the Member to help defray the costs of registration fees for the educational activity.

Each Regional Bursary Committee shall establish its own criteria for eligibility, and its own deadline for applications. Approved bursary amounts are forwarded by the Bursary Committee to the Provincial Union office where cheques will be produced and forwarded to the member.

### **Glenna Rowsell Memorial Scholarship to Labour School**

The Union shall provide a sum of money in each budget sufficient to fund one Member to attend Labour School in a year when Labour School will be held.

The Education Committee shall select the recipient of the Glenna Rowsell Memorial Scholarship based on the following criteria:

- must be a Member in good standing at the time of application
- must be a first-time applicant
- must be interested in attending the General Labour Relations course
- The application form must be completed and received by the Education Committee by the deadline set by the committee each year
- the application form may be completed by an individual Member or by a Local who wishes to nominate an individual Member

## **SECTION 11**

### **FINANCIAL POLICIES**

#### **1) Member Reimbursements**

##### **Objective**

To ensure members are adequately reimbursed for their time and expenses while participating in the business of the Union.

##### **Reimbursement**

Claims for salary replacement, travel, accommodations, and meal expenses submitted to the Union will be paid to members of the Union who are eligible and attend functions sanctioned by the Union in compliance with other policies and the Constitution.

##### **Union Sanctioned Functions**

Only members elected, delegated or appointed by the NSNU will be reimbursed when attending the following Union sanctioned functions:

- Annual General Meeting and Education Day
- Provincial Bargaining Conference
- Component and Regional Meetings
- Board of Director Meetings
- Standing Committee Meetings
- NSHA Zone Labour Management Committee (ZLMC), IWK Labour Management Committee, Long Term Care Union Management (UMCC) Committee Meetings or VON Multi Site Meetings
- Joint Education Sessions
- Negotiations (Provincial Committee or individual Bargaining Unit)
- Council of Presidents Meeting
- Labour School
- Grievance Mediation, Arbitration Hearings or Labour Board Meetings, where the member is required by NSNU to attend as a witness or for support
- Public Relations photo shoots for NSNU videos or commercials
- Long Term Disability Board of Trustees meetings
- CFNU Biennium AGM
- Federal Committee meetings where the member has been chosen to represent the NSNU
- Nova Scotia Federation of Labour AGM Conference
- CLC Committees and AGM Conference
- Other meetings specifically sanctioned by the Board of Directors of the Union
- Special meetings as defined in the Constitution

These financial policies cover teleconference/virtual meetings as well as face to face meetings.

### **Eligibility to Attend**

In most cases, in order to be eligible to attend, members must be Committee or negotiating team members, or be chosen to represent NSNU or their Local at the event. As a general rule, the Provincial Union may sponsor one member from each Local for provincial meetings (Labour School, Components, Council of Presidents, CFNU and Federation of Labour Bienniums) or for some events, such as our AGM and Bargaining Conferences, one member per hundred. Locals who have merged since 1980 retain their original Union paid seat for Labour School as well.

NSNU will also sponsor an additional twelve members for the AGM and Education Day conference through a draw for seven first time attendees and five members age thirty-five or less.

For Labour School an additional ten members are sponsored through draws for five first timers and five members age thirty-five or less.

NSNU sponsors ten additional members for the CFNU and Federation of Labour Bienniums through draws for eight Locals and two individual members at large.

Salary replacement for attending most Regional and Local meetings is not covered by the Provincial Union.

### **Completing the Forms**

Members who are eligible to be provincially sponsored to attend meetings based on Union Policy and the Constitution must submit properly completed Salary Replacement and Expense forms to be reimbursed for their costs.

When completing the salary replacement forms, the proper hourly rate and the actual number of hours worked in a shift should be filled in. The proper hourly rates are referred to in Appendix "A" of the Collective Agreements.

Failure to accurately complete the forms will delay processing of reimbursement cheques.

## **2) Salary Replacement**

### **Maximum Number of Shifts and/or Days Off**

The maximum number of shifts or days off a member can claim is the same as the number of days of the meeting or function. For example, for a three-day meeting, three shifts (or combination of shifts and days off) can be claimed under Union policy. For a one day meeting only one shift can be claimed. *Members on a day off or vacation should claim the actual length of the meeting up to a maximum of 7.5 or 8 hours depending on the hours of work in their Collective Agreement.*

### **Night Shift Before or After a Meeting**

When a member has to be absent from a scheduled evening or night shift immediately prior to or immediately after a meeting, the Union will be responsible to cover that lost shift. If the NSNU is responsible for the night shift, additional hours of direct pay on the day of the meeting cannot also be claimed.

### **One Way Travel Time**

If a member travels more than 100 km (one way) to attend a Union sponsored function, and this travel time is not covered by the salary continuation or replacement hours already being claimed for the meeting day, they may add a claim for their actual one way travel time to their salary replacement form. The Salary replacement form must include the length of the meeting (hours), the one way travel (km & hours) and the total hours requested for direct pay from NSNU.

If a member travels more than 300 km to a meeting, and gives up a day shift ending after 3 pm in order to travel to or from the meeting, the Union will be responsible to cover one lost shift, in lieu of a travel time claim.

### **Cancellation of a Meeting**

If a meeting is cancelled by the NSNU on short notice or without notice due to a storm, flight cancellation and/or lack of a quorum, a member that is on a leave of absence from a scheduled shift, and cannot retrieve the shift, shall have the cost of that shift covered by the union.

The member that is on a day off shall be paid salary replacement for the time spent in an attempt to get to and from the meeting.

### **Authorization to Leave a Meeting**

If a member being paid by the Union leaves a meeting before it adjourns, without permission of the Chair or the Meeting as a whole, the Member shall lose salary replacement for the entire meeting. The entire meeting may consist of one or more days.

### **Leave of Absence**

Members on a leave of absence from scheduled shifts to attend a Union sanctioned meeting shall complete the appropriate forms and submit them by the specified deadline to their Employer and the Union so that their salary will continue for the missed shifts and the Union will have a record of the leave of absence hours taken to attend the meeting. The Union will reimburse the Employer their salary and benefit costs for Union sponsored members upon receipt of an invoice from the Employer. This arrangement is available to all members from Acute Care and to most members from other sectors as per their Collective Agreements.

Salary replacement is paid directly to the member through the Union payroll if the member's employer is not continuing their salary for the leave of absence days.

### **Day Off, Vacation, Lieu Time**

Salary replacement is paid directly to a member through the Union payroll if the member is on a day off, vacation or lieu day to attend the meeting. A maximum of 7.5 hours (or 8 hours for Long Term Care members) will be paid per day.

### **Employer Sponsored Members**

Under the Acute Care Collective Agreement, the Employer is responsible to cover salary costs for leave of absence shifts for members to attend Annual General Meeting and/or Provincial meetings. Also the Employer has the responsibility to cover leave of absence shifts for NSHA Zone Labour Management Committee(ZLMC) and IWK Labour Management Committee members to attend all such meetings with the Employer, and for Provincial Negotiating Committee members in Acute Care Negotiation Meetings with the Employer. For these costs the employer will not invoice the Union.

### **Locally Sponsored Members**

If a Local, via a motion, agrees to pay for salary replacement or salary continuation over and above the hours covered under Union policy, a member can claim salary replacement through the Union, and the Union will bill the Local for those costs.

The salary replacement form must be authorized and signed by two Officers of the Local, other than the member receiving payment.

It is understood that the Union will pay the salary replacement and the Local will be billed for the gross salary replacement plus the employer's contribution to Canada Pension and Employment Insurance.

### **Self Sponsored Members**

Extra members may be permitted to attend the Annual Meeting and or education functions providing sufficient meeting space is available. A registration fee may be charged to those members who self sponsor.

### **Invited Guests**

Invited Guests such as Honorary Members will not be reimbursed for their time, but their expenses will be paid by the Union.

### **Discretionary Responsibility**

Unusual situations not covered under written policy will be determined at the discretion of the President or Executive Director or Director of Finance.

### **Honoraria for Chief Shop Steward / Secretary**

Annually, an honorarium of \$500 is paid to the Union Member(s) who serve as a Chief Shop Steward and/or a Secretary of each NSHA Zone Labour Management Committee/IWK Labour Management Committee. This is compensation for time spent on duties over and above the regular meetings with the Employer already sponsored by the Union.

### **Retroactive Pay**

Retroactive Pay will be paid to a member who was paid salary replacement from the Union during the time a collective agreement was being negotiated.

### **Deadlines for Salary Replacement Claims**

For preplanned organized events, such as the Annual General Meeting, Component Meetings, Labour School and other Education activities, deadlines for submission of salary replacement forms will be set by the Union. Completed forms received by the deadline will be processed and salary replacement will be paid within two weeks following the function or by the date specified in the "Notice of Meeting". Forms submitted after the deadline will be processed and the salary replacement will be paid as soon as reasonably possible.

## **3) Expense Policies**

### **Travel**

Wherever available, the Union will use unionized vendors for travel and accommodations.

In order for members to be reimbursed for travel costs, members are required to use the mode of transportation recommended by the Union.

Union sponsored members travelling by automobile to and from a Union sanctioned function shall be paid forty cents per kilometer for the number of kilometers travelled.

For members travelling in groups, only the automobile owner shall be reimbursed for the number of kilometers travelled to and from the function at a rate of 40 cents per kilometer.

Members who travel more than 5,000 kilometers in a year shall be paid fifty cents (\$.50) per kilometer for those kilometers driven in excess of 5,000 in a fiscal/calendar year.

Members who travel more than 10,000 kilometers in a year shall be paid fifty cents (\$.51) per kilometer for those kilometers driven in excess of 10,000 in a fiscal/calendar year.

Parking expenses incurred will be reimbursed upon submission of a receipt.



Air fare will be paid by the Union if a provincially sponsored member or Board member is required to travel by air to and from a Union sanctioned event. Travel arrangements must be made to obtain the most economical ticket.

Taxi fare will be paid by the Union for members required to travel while on Union sanctioned business. Receipts must be provided for reimbursement of taxi fares included on member expense reports.

### **Accommodations**

Members required to travel out of their area to attend Union sanctioned functions shall have their accommodations paid for by the Union. Accommodations for Labour School are included in the registration fee. For most provincial meetings, the Union will arrange accommodations and pay the hotel directly.

Incidental costs such as telephone and movie charges are not the responsibility of the Union and must be paid by the member upon checkout. Meals should not be charged to the room but paid separately and the meal allowance claimed on an expense report.

The Union will consider extending the policy based on late night meetings or inclement weather.

#### Travel more than 100 km

For meetings that are one day or more where members have to travel more than 100 kilometers or 1 hour to attend, and if accommodation costs are normally paid by the Union, members may opt to stay overnight the night before each day of the meeting.

#### Travel less than 100 km

Members who travel less than 100 kilometers or 1 hour to attend meetings that are more than 1 day shall not have their accommodation costs paid by the Union for the night before the first day of the meeting. For the night(s) before each subsequent meeting day, the Union shall pay the cost of the accommodations.

#### Travel less than 40 km

Members traveling less than 40 kilometers away from the meeting place shall not have their accommodation costs paid by the Union.

### **Meals**

When group meals are provided for members attending Union sanctioned events, members are expected to take advantage of them. If they choose not to, their expenses will not be reimbursed for that meal.

If group meals are not provided or when a member is en route to a function over a meal period, the allowable expense claim for each meal is as follows:

Breakfast	\$12.00
Lunch	\$15.00
Dinner	\$25.00
Total per day	<u>\$52.00</u>

The above amounts include taxes and gratuity.

Receipts for meal expenses are not required.

### **Locally Sponsored Members**

Observers and Locally sponsored members attending Union sanctioned functions will have accommodations provided by the Union and the Local will be billed for the cost after the meeting.

Where group meals are provided, the cost of those meals will be billed to the Local after the function.

Any Observers or Locally sponsored members that have meals en route or other expenses should submit their claims directly to their Locals for approval and reimbursement.

### **Individually Sponsored Members**

Individually sponsored members may be required to pay a registration fee. The amount of the fee will be set by the Director of Finance and Operations.

### **Telephone Calls to the Union**

Members may call toll free to the Union to deal with matters related to Union business. It is recommended that the first point of contact with the Union be the Local Executive or BUGLM Committee member.

Members of Union Committees or Board members required to make long distance telephone calls in the course of their duties, shall submit an expense claim form with attached receipts to recover the costs.

Members are encouraged to do the following:

1. make phone calls as brief as possible;
2. use discount hours, if possible;
3. use resource persons in your own area, if possible

Committee Members or Board of Directors who are subscribers to a flat rate long distance plan and who are submitting telephone bills to NSNU for union calls shall be reimbursed for half the cost of the monthly fee. A copy of the telephone bill must be included with expense claim.

### **Public Relations/Donations**

An amount equal to the cost of supporting three foster children through Foster Parents Plan shall be designated in the Public Relations budget on an annual basis.

Additional donations may be made annually with Board of Director approval.

### **Support for Other Striking Unions**

If another Nursing Union is on strike a maximum amount of \$1,000 may be donated.

At the discretion of the Board of Directors an amount not to exceed \$500 may be donated to support another Union on a legal strike.

### **Support for Members Running for Federal or Provincial Office**

The Nova Scotia Nurses' Union will financially support any member running for a political party in a Federal or Provincial election campaign. The amount of the financial support will be one thousand dollars (\$1,000).

### **Attendance at Professional Association Annual Meetings**

If NSNU is paying the expenses/salary of a member attending these meetings, the member is there to represent the views of NSNU and no other group.

### **Expenses Not Covered Under Policy**

Traffic or parking violations and tickets will not be paid.

### **Completing the Expense Report**

Completion of the Expense Form is required in order to receive any reimbursement for expenses incurred. Any required receipts must be attached.

## **4) Board of Directors (BOD)**

The Board of Directors are bound by the same salary replacement and expense reimbursement rules as all other members except for the following areas specific to their role:

### **Board of Directors Honoraria**

Board members will be reimbursed at the top salary rate for an RN2 for 7.5 (or 8) hours per day when they attend BOD Meetings. In the case where their salary does not match that rate the Union will pay them the difference.

### **Holiday Pay for Board of Directors**

A Board Member who must give up a shift on a contract holiday to attend a Union sanctioned meeting or function will receive time and one-half for that holiday.

### **Education Seminars**

Salary replacement and expenses will be paid to Board Members attending education seminars or meetings as required by the Union up to a maximum of \$1,500 per Board member per year.

### **Public Relations/Hospitality**

If a Board Member incurs a reasonable cost aimed at improving the image of the Union or to establish or enhance our relationship with other organizations or individuals, the Union will reimburse that member upon presentation of such reasonable claim.

### **Provincial Negotiating Committee (PNC)**

The PNC also follows the same policies for reimbursement as all other members, with the following exception:

If negotiations extend beyond the normal shift hours the Union will pay the member directly for the additional hours spent in negotiation.

## **5) Other Financial Policies**

### **Standing Committees**

The number of meetings per year for standing committees shall be incorporated into the budget. Any committee which will exceed its budgeted amount will require prior approval from the BOD for extra meeting(s) or expenses.

### **Signing Officers**

All Union cheques must be signed by two signing officers as defined by the Board of Directors. Cheques over \$5,000 must be signed by two of the following: President, Executive Director, or Director of Finance and Operations.

### **Accounts Payable**

Purchase orders should be completed for purchases of goods or services. All purchase orders must be signed by the Director of Finance or Executive Director or President.

All invoices, salary replacement forms and expense reports must be approved and initialed by the Director of Finance (or designate) prior to payment.

Every effort will be made to process all payments and reimbursements in a timely fashion.

### **Revenues**

Union dues and assessments are set at the Annual General Meeting or Special Meetings of the Union.

Locals have the right to levy dues on their members over and above the Provincial union dues and assessments.

Union dues are paid by members through payroll deduction and remitted by Employers directly to the Union.

The Provincial Union office will process the Employer payments and forward any local dues to the Treasurer of each Local.

All newly certified Locals will commence paying dues following the signing of the first Collective Agreement.

Members who work less than 7.5 hours (8 hours for Long Term Care) in a bi-weekly pay period may apply to the Union to have their provincial union dues refunded for that pay period.

Members who work for more than one employer in a bi-weekly pay period, may apply to the Union to have any excess provincial union dues refunded.

Refunds of union dues are calculated and paid quarterly and can be retroactive for one year from the time the NSNU office is notified of the situation.

In the event an employer informs NSNU that they have neglected to deduct proper dues from a member, it is the employer's responsibility to correct the error, pay the back dues to the NSNU office, and work out a repayment plan with the employee so as to avoid any undue hardship to our member as a result of the employer's error.

### **Accounts Receivable**

Accounts receivable consists primarily of union dues receivable from Employers, and billings to Locals for salary replacements paid by the Union for locally sponsored members.

The Union has a 30 day payment policy. Notices will be sent at thirty day intervals.

After 90 days the Union will have the right to withhold Local dues to pay for any overdue receivable amounts owing by a Local.

If Locals merge any debt will become the responsibility of the successor Local.

The Union reserves the right to refuse credit to any Locals who are in arrears.

### **Nurses Week Sponsorship**

Annually, the Board of Directors of the Provincial Union provides each Local with \$100 to use to celebrate Nurses' Week in May.

### **Local Financial Responsibilities**

The responsibility for setting up a chequing account in the name of the Local, depositing Local dues cheques received from the Provincial office, signing cheques for Local expenditures, maintaining financial records of receipts and disbursements, and reporting financial results at Local meetings rests with the Local Executive, primarily the elected Treasurer.

For good financial control all cheques should have two signatures. If the Local Executive changes, the departing Executive members should arrange the changes in signing officers with the bank. There is a standard letter available from head office to achieve this.

Salary replacement, stipends or honorariums are considered taxable income and should be processed through the Provincial Union office so that proper income tax, EI and CPP deductions can be made and remitted to Canada Revenue. Locally sponsored salary replacement will then be billed to the Local by the Provincial Head Office. Reimbursement of locally sponsored members' expenses as well as other Local spending can be paid directly using Local cheques or funds.

Locals with annual dues income of more than \$20,000 must have an annual review performed and statements prepared by an independent accountant. Locals with annual income of \$20,000 or less shall appoint at least one member of the Local as a trustee to review the books and sign the Annual Financial Report. The results of these reviews should be presented to the Local Executive and a report tabled at the Local Annual Meeting, and copies of the reports should be forwarded to the Provincial Union office as well.

## **SECTION 12**

### **LABOUR/LEGAL ASSISTANCE POLICY**

#### **1) Policy**

The Union may provide labour or legal representation, subject to the terms, conditions and limitations set out below, to assist Members of the Union with certain matters in employment-related situations falling outside the Collective Agreement.

This Policy, and its terms, conditions and limitations, may be amended, suspended or terminated by the Board of Directors at any time. Upon suspension or termination of this Policy, no further requests for labour/legal representation in matters other than those arising out of the Collective Agreement will be accepted. Matters commenced before the suspension or termination of this Policy will be completed.

#### **2) Terms, Conditions and Limitations of the NSNU Labour/Legal Assistance Policy**

##### **Section I - Scope and Coverage**

##### **1. Scope of the Policy**

Subject to the terms, conditions and limitations of this Policy, including Section IV (Benefits and Limitations), the Union may provide labour or labour/legal representation or assistance to eligible Members in the following employment-related situations falling outside the Collective Agreement:

- i. Proceedings before the Member's regulatory body (i.e.: Nova Scotia College of Nursing)
- ii. Inquiries under the *Fatalities Inquiries Act* in which the Member has a direct and substantial interest
- iii. Civil law suits involving the Member
- iv. Criminal charges laid against the Member
- v. Participation as a witness in an inquiry, or a civil or criminal proceeding before a
- vi. Appeal of decisions on Canada Pension Plan applications and Long Term Disability claims

## **Section II - Eligibility**

### **1. Eligibility of Members**

Eligibility for representation or labour/legal assistance under this Policy is limited to all Nurse Practitioners, Registered Nurses, and Licensed Practical Nurses, who:

- i. At the time of the incident(s) giving rise to the need for representation, were included within a bargaining unit for which the Union was certified as the bargaining agent; and
- ii. Were Members of, or regularly paying dues to, the Union on or before the date of the incident or incidents that gave rise to a claim for representation under this Policy. This includes Members who are:
  - a. On an authorized paid or unpaid leave of absence
  - b. On Long Term Disability
  - c. On Workers Compensation
  - d. Laid off for a period permitted by the applicable Collective Agreement governing the Member's employment
  - e. Terminated or suspended by the Employer without just cause

### **2. Eligibility of Matters**

- A. Eligibility for representation or labour/legal assistance under this Policy is limited to matters where the events giving rise to the matter(s) arose out of or occurred in the course of the Member's employment as a Nurse Practitioner, Registered Nurse, or Licensed Practical Nurse at an agency where the Member was functioning as a Member of an NSNU bargaining unit.
- B. Otherwise eligible matters are excluded for representation or labour/legal assistance under this Policy where the Member is eligible to receive representation from the Member's liability insurer (i.e.: Canadian Nurse Protective Society).

## **Section III - Representation**

### **1. Appointment of Representation**

- A. If it is determined that the Member and the matter are eligible for labour/legal representation or labour/legal assistance in accordance with this Policy, the Executive Director may appoint a labour/legal representative for the Member in accordance with the terms, conditions and limitations of this Policy.



- B. The Executive Director shall have full discretion in the appointment of a legal representative or the Union's Labour Relations Representative.
- C. The Executive Director may permit a Member's request for labour/legal representation other than the Union's appointed lawyer, in the following circumstances:
  - i. Where is a conflict of interest between the Member and the other Member(s) being represented by the Union's appointed lawyer on the same legal matter
  - ii. There are extraordinary circumstances, as determined by the Executive Director
- D. If the Executive Director appoints a representative other than the Union's appointed lawyer or Union's Labour Relations Representative, the Executive Director may do the following:
  - i. Obtain an estimate of fees and disbursements of the lawyers in advance of the case
  - ii. Require the lawyer to provide frequent updates on the progress of the case
  - iii. Require the lawyer to bill on a monthly basis
  - iv. If the projection of costs increases, the lawyer is required to notify the Executive Director as soon as these projected increases are known
  - v. If bills appear to be excessive, have the bills taxed
- E. The Union will be the client of the appointed legal representative. While the appointed legal representative will represent and take instructions from the Member, the provision by the Union of these legal services to its Members is subject to the overall policy and direction of the Union. This means:
  - i. Information provided by the Member to the appointed labour/legal representative will be shared with the Union as client, including the Board of Directors, the Executive Director and Labour Relations Representatives
  - ii. The Executive Director will give instructions on the general handling of the matter and shall have full discretion in the conduct of any proceedings and in any settlement of any matter
  - iii. If the Member's appointed labour/legal representative is of the opinion that the matter ought to be settled and the Member disagrees, the issue shall be referred onto the Executive Director who shall decide whether to continue providing the Member with labour/legal assistance under this Policy, after consulting any supporting material the Executive Director may require, including a legal opinion, and taking into account the significance of the issue and its consequences for the Member on the one hand and the legitimate interests of the Union on the other hand.

- F. In the event that the Member does not agree with the instructions given by the Executive Director to the appointed labour/legal representative, the Member may, at the Member's own expense, obtain independent legal advice and/or retain their own legal counsel to continue the representation of the Member in the matter.
- G. In the event that the Member retains their own legal representative for the matter subject to legal representation under this Policy, the Union's labour/legal representation under this Policy shall end. The file concerning the matter subject to labour/legal representation under this Policy will be closed and, upon written request by the Member, forwarded to the Member's new legal representative.

## **2. Appointment of Labour/Legal Representation – Multiple Members**

If more than one Member is involved in an eligible matter under this Policy, all Members will normally be provided with joint representation by one Union appointed labour/legal representative.

If there is a conflict of interest between two or more members, the Executive Director may appoint separate legal representation.

## **3. Payment for Labour/Legal Representation and Related Expenses**

- A. All fees and disbursements for legal services rendered by the Union appointed labour/legal representative that are reasonable and necessary will be paid by the Union.
- B. Payment for unusual expenses, such as medical assessments, shall be at the discretion of the Executive Director and is subject to prior approval from the Executive Director.
- C. The Policy will not reimburse a Member for any of the following:
  - i. Fines, penalties and damages levied against a Member by a court, tribunal or committee of a regulatory body
  - ii. Costs awarded by a court, tribunal or committee of a regulatory body against a Member
  - iii. Fees and/or costs associated with complying with any order of a court, tribunal or committee of a regulatory body
  - iv. Personal expenses (including but not limited to travel, food and accommodation) incurred in order to attend meetings with the appointed labour/legal representative, to be assessed by a court, tribunal or committee appointed assessor, and/or to appear before a court, tribunal or committee of a regulatory body
  - v. Loss of income

- D. Costs awarded to the Member by a court, tribunal or committee of a regulatory body shall be assigned to the Union and applied to the costs of providing legal assistance to the Member. All awards of costs are to be paid directly to the Union.

#### **4. Legal Expenses Incurred by Member**

- A. The Union will accept no responsibility for legal expenses incurred by a Member, except those permitted under the terms, conditions and limitations of this Policy.
- B. Except in a grievance arbitration where self-representation or other representation is not permissible, if the Member chooses self-representation or a legal representative other than the one appointed by the Union, no costs or legal fees shall be paid by the Union and the Union's labour/legal representation under this Policy shall end. The file concerning the matter subject to labour/legal representation under this Policy will be closed and, upon written request by the Member, forwarded to the Member's new legal representative.

#### **5. Responsibilities of the Member**

- A. The Member shall provide the Union and the appointed labour/legal representative with full cooperation in the preparation of the eligible matter under this Policy for the duration of the proceedings, including settlement.
- B. The Member must maintain reasonably regular contact with the appointed labour/legal representative for the duration of the proceedings of the eligible matter under this Policy, including settlement.
- C. Failure to provide full cooperation or maintain reasonably regular contact may result in the Union withdrawing the labour/legal representation. The file concerning the matter subject to labour/legal representation under this Policy will be closed and, upon written request by the Member, forwarded to the Member's new legal representative.

#### **6. Conflict between Union and Member**

Should a conflict arise between the Union and the Member (such as a duty of fair representation complaint filed by the Member against the Union), the Member shall be responsible for retaining their own legal representation at their own expense, and the Union's labour/legal representation under this Policy shall end. The file concerning the matter subject to labour/legal representation under this Policy will be closed and, upon written request by the Member, forwarded to the Member's new legal representative.

### **Section IV - Benefits and Limitations**

#### **1. Regulatory Body Proceedings**

- A. Subject to the eligibility criteria and other terms, conditions and limitations of this Policy, the Executive Director may appoint a labour/legal representative to provide Members with labour/legal representation for the following regulatory body proceedings within the professional conduct process:
- i. Complaints before the Executive Director/Registrar of the regulatory body
  - ii. Complaints Committee
  - iii. Fitness to Practice Committee
  - iv. Professional Conduct Committee
- B. Subject to the eligibility criteria and other terms, conditions and limitations of this Policy, the Executive Director may appoint a labour/legal representative to provide Members with labour/legal representation for the following regulatory body proceedings within the professional conduct process:
- i. Registration and licencing
  - ii. Reinstatement following revocation
  - iii. Providing proof of adherence to or completion of conditions and/or restrictions imposed on the Member's licence
  - iv. Restoration of a Member's licence where:
    - a. The period of suspension has expired or the suspension has been lifted
    - b. The voluntary undertaking to not practice has expired or has been lifted
    - c. The terms, conditions or restrictions on the Member's licence has been satisfied, varied or removed resulting in the lifting of the suspension
- C. The restrictions listed in Section IV (1)(B)(iii) and (iv) do not extend to matters arising because of the Member's disability within the meaning of the Nova Scotia *Human Rights Act*, provided the Member continues to meet the eligibility criteria set out in Section II.
- D. In the event the Member has had terms, conditions or restrictions imposed on the Member's licence, this Policy will not provide labour/legal representation for any proceedings which arise from or relate to the Member's failure to meet such terms, conditions or restrictions, except where such failure is because of a disability within the meaning of the Nova Scotia *Human Rights Act*.

- E. The Executive Director has the discretion to determine whether this Policy will provide labour/legal representation to eligible Members who wish to appeal and/or review decisions from the proceedings listed in paragraph A above.
  - i. If an appeal and/or review is initiated by a Member without the prior approval of the Executive Director, all legal expenses and costs shall be at the Member's expense, and the Union's legal representation under this Policy shall end. The file concerning the matter subject to labour/legal representation under this Policy will be closed and, upon written request by the Member, forwarded to the Member's new legal representative.
- F. Subject to the eligibility criteria and other terms, conditions and limitations of this Policy, the Executive Director may appoint a labour/legal representative to provide eligible Members with labour/legal representation for an appeal and/or review of decisions from the proceedings listed in paragraph A above, when the appeal and/or review is initiated by a complainant or the regulatory body.

## **2. Inquiries under the Fatalities Inquiries Act**

- A. Subject to the eligibility criteria and the terms, conditions and limitations of this Policy, the Executive Director may appoint a legal representative to provide legal representation for all or part of an inquiry if the Executive Director is satisfied, by such supporting material as the Executive Director may require, including a legal opinion, that the Member has a substantial and direct interest in the subject matter of the inquiry, including a conflict between the Member's interest and those of the Employer that could lead to the Member receiving inadequate representation from the Employer.
- B. Legal representation under this clause shall be provided until the conclusion of the inquiry or until such time as the Member is advised by the Executive Director of the termination date of the legal assistance. Thereafter there shall be no reimbursement for additional legal expenses arising from the inquiry that gave rise to legal representation under this Policy regardless of whether or not the inquiry has concluded nor shall reimbursement be made for any inquiry held on or after said termination date.
- C. The Executive Director may at any time ask for a reporting letter from the appointed legal representative setting out the status of the proceeding and providing an update on legal expenses incurred to date together with an estimate of future expenses.
- D. The Executive Director has the right to give notice at any time to the Member and the appointed legal representative that legal representation in accordance with this Policy will be terminated, and shall give such notice when legal expenses and disbursements reach \$8000.
- E. The Executive Director has the discretion to approve legal representation for legal services and disbursements greater than \$8000 if satisfied, by such supporting material as the Executive Director may require, including a legal opinion, that continuation of legal

representation is warranted, taking into account the significance of the inquiry and its consequences for the Member on the one hand, and the legitimate interests of the Union on the other hand.

### **3. Criminal Prosecutions**

- A. Subject to the eligibility criteria and other terms, conditions and limitations of this Policy, the Executive Director may provide legal assistance for the defence of, representation of, and/or counselling of Members who are charged with a criminal offence under the Criminal Code of Canada.
- B. The legal assistance described in this clause shall consist of up to \$500 for an initial consultation with a lawyer of the Member's choice, upon prior approval of the Executive Director.

### **4. Witness Representation/Advice**

- A. Subject to the eligibility criteria and other terms, conditions and limitations of this Policy, the Executive Director may appoint a legal representative to provide assistance to a Member who is summoned as a witness in matters arising from an inquiry, or a civil or criminal case, and there exists significant risk of legal repercussion.
- B. The appointed legal representative will meet with the Member to provide preliminary advice to the Member appearing as a witness and obtain any information required to determine if the Member requires legal representation at the proceeding.

### **5. Appeals of decisions concerning CPP applications and LTD claims**

- A. Subject to the eligibility criteria and other terms, conditions and limitations of this Policy, the Executive Director may appoint a legal representative to provide legal assistance and/or legal representation to Members appealing a decision concerning a Canada Pension Plan application or a Long Term Disability claim.
- B. With regards to appealing the decision to deny a Long Term Disability claim, the Member may be required to sign a waiver indicating that the Member will forego the Member's rights to engage in civil litigation for breach of contract as a result of the denial of long term disability benefits.

## **Section V - Administration and Oversight**

### **1. Administration**

Administration of this Policy is delegated to the Executive Director of the Union, or his/her designate. Any dispute concerning the interpretation or application of this Policy shall be decided by the Executive Director in accordance with Section VI (Disputes, Complaints and Appeals) of this Policy.

## **2. Discretion**

Where the Executive Director is permitted to exercise discretion under this Policy, the Executive Director shall do so after consulting any supporting material or opinions the Executive Director may require, including a legal opinion, and taking into account the significance of the issue and its consequences for the Member on the one hand and the legitimate interests of the Union on the other hand.

## **3. Oversight**

The Executive Director shall provide the Board of Directors with regular reports on the number of cases approved and declined under this Policy, including but not limited to, the general details and status of each case.

# **Section VI - Disputes, Complaints and Appeals**

## **1. Procedure**

- A. A Member may submit, in writing, any dispute or complaint concerning the interpretation or application of this Policy to the Executive Director, who will attempt to result the dispute or complaint.
- B. If the dispute or complaint is not resolved, a Member may file a written appeal concerning their dispute or complaint concerning the interpretation or application of this Policy to the Board of Directors within 30 days of the Executive Director's decision on the dispute or complaint.
- C. The Board of Directors will consider the appeal and take such action as it, in its discretion, considers appropriate in the circumstances, taking into account the significance of the appeal and its consequences for the Member on the one hand, and the legitimate interests of the Union on the other hand.

## **2. Finality of Decision**

The decision of the Board of Directors on the Member's appeal shall be final and binding and shall not be subject to any appeal or judicial review.

## **SECTION 13**

### **NSNU FILE RETENTION AND DESTRUCTION POLICY**

#### **1) Retention and Destruction of Labour Files**

##### **Purpose**

This outlines the NSNU's policy concerning the retention and destruction of Labour files, Labour Legal Assistance Policy files and Administrative files ("NSNU Files").

This Policy has been developed to:

- Ensure that each NSNU document and electronic record is stored in the appropriate file, and not in any other location;
- Identify NSNU Files that need to be stored;
- Identify a retention period for closed NSNU Files that takes into consideration the organization's need to:
  - provide labour service to its members in accordance with the principles of fair representation
  - provide legal services to members under the organization's Labour Legal Assistance Policy
  - preserve important historical information for future use
  - defend itself and its employees against lawsuits and/or complaints
  - adhere to legal requirements for retaining documentation
  - meet the above noted obligations in a cost effective manner
- Outline a procedure for destroying Files at the end of the retention period.

##### **Scope**

This Policy will:

- Identify parties responsible for the administration of this policy;
- Describe the proper location for storage of documents and electronic records;
- Set out a file retention schedule for NSNU Files; and
- Outline the manner in which NSNU Files will be destroyed.



## **Responsible Party and Staff Compliance**

The Director of Finance and Operations will be responsible for the administration of this Policy. All NSNU staff must comply with this Policy and must assist in the administration of the Policy as requested or directed by the Director of Finance and Operations.

## **Definitions**

“Administrative Files” means any files related to the operation of the NSNU as an organization, as distinct from Grievance, Labour, and Labour Legal Assistance Policy Files. Examples of Administrative Files include:

- Human resources files
- Files related to dealings with vendors or service providers

“File” means both the paper file and the electronic file of electronic records, including e-mails

“Electronic record” means a digital record that is perceived with the assistance of a computer as a text, spreadsheet, image, sound, or other intelligible thing. Examples of electronic records include e-mails, word processing files, PDF files, spreadsheets, image files, sound files, and video files.

“Grievance file” includes both formally filed grievances, as well as files kept by staff to deal with members’ informal issues under the Union’s collective agreements

“Labour files” means any of the following files, up to and including resolution in a separate court action:

- Grievance files
- Labour arbitration files
- Labour Board files
- Collective Bargaining files
- Labour Legal Minutes

“Labour Legal Assistance Policy” means the organization’s Labour Legal Assistance Policy, as updated from time to time, which outlines the scope of the organization’s legal assistance to members concerning non-labour matters.

“Labour Legal Assistance Policy (LLAP) files” means any of the following files, up to and including resolution in a separate court action:

- CRNNS defence files
- CLPNNS defence files
- NSCN defence files
- Inquiries under Fatalities Inquiries Act
- Civil law suits against nurse personally
- Criminal charges

- CPP applications and/or appeals
- LTD claims and/or appeals

“Mobile devices” means cellular phones, smart phones, tablet computers, notebook computers, portable electronic storage media such as flash drives, or any other mobile computing device.

### **Appropriate Filing of Documents and Electronic Records**

Physical file material must be stored only in the appropriate file. Physical file materials must not be stored in any other location, including staff offices, except when files are stored in an office designated for that purpose as part of the NSNU filing system. When documents are not in use, they must be returned to the appropriate physical file in the NSNU filing system.

Electronic records related to a particular file must be stored only in the appropriate electronic file on the network drive (the “M” drive). Staff must not save or store electronic records in any other location, including the hard drives of office desktop computers. Staff may save or store electronic records on NSNU-issued mobile devices, but should ensure that such information is also saved on the network.

When staff members use a mobile device for work purposes, they must ensure that the mobile device is password-protected. Electronic records saved on mobile devices should be backed up on the network drive.

Duplication of electronic records should be avoided. Once a file has been saved on the network drive, other copies should be deleted.

All NSNU computer servers will be backed up on a portable backup disk at the end of every day. These backup disks will be securely stored, and rotated as necessary to ensure a complete and recent backup exists at all times.

### **Retention Periods**

All NSNU Files will be closed in accordance with the NSNU File Closure Policy and retained for the following periods of time:

Administrative Files	Retention Period
Human resources files	10 years after end of employment
Files related to dealings with vendors or service providers	10 years from date of last transaction
Files related to dealings with government	10 years from event giving rise to document

Labour Files	Retention Period
Grievance – settled before Step 3	Pre 2005 – 10 years after file close Post 2005 – 10 years after file close
Labour Arbitration	Pre 2005 – 10 years after file close Post 2005 – 10 years after file close
Labour Board	10 years after file close
Collective Bargaining	Permanent
Labour Legal Minutes	Permanent

Labour Legal Assistance Policy Files	Retention Period
CRNNS defence	10 years after file close
CLPNNS defence	10 years after file close
Inquiries under <i>Fatalities Inquiries Act</i>	10 years after file close
Civil law suits against nurse personally	10 years after file close
Criminal charges	10 years after file close
CPP applications and/or appeals	10 years after file close
LTD claims and/or appeals	10 years after file close

### **File Retention and Destruction Procedure**

1. All NSNU Files are to be closed and entered into the Closed File List in accordance with the NSNU File Closure Policy.
2. At least once per year, or as directed by the Executive Director, the Closed File List will be reviewed to identify which closed files have reached the end of their retention period, and Administrative Files will be reviewed to identify which files have reached the end of their retention period.

3. Closed files that have reached the end of their retention period shall be reviewed by the Executive Director, or delegate, to determine if the retention period should be extended due to, but not limited to, the following reasons:
  - a. Litigation (including complaints to the Labour Board) concerning the file has commenced;
  - b. There is a strong likelihood that litigation (including complaints to the Labour Board) concerning the file could commence in the future; or
  - c. The file has historical or precedential significance to the organization in future matters.
4. If the retention period is not to be extended, the Executive Director, or delegate, shall review the file to ensure the following documents are not destroyed and are stored centrally according to organizational policy:

#### **Labour Files**

- a. Legal opinions
- b. Settlement Agreements – either signed formal agreements or letter agreements between the parties settling grievances (grievance form to be attached)
- c. Agreements or without prejudice letters concerning the interpretation of the Collective Agreement (grievance form to be attached)
- d. Arbitration awards
- e. Court decisions
- f. Certification orders
- g. Labour Board orders/decisions

#### **Labour Legal Assistance Policy files**

- a. Legal opinions
- b. Settlement Agreements
- c. Decisions or awards of the regulatory body or decision maker
- d. Court decisions

#### **Administrative Files**

- a. Any individual documents that have historical or precedential significance to the organization in future matters.
5. Once documents requiring central storage are identified and stored centrally according to organizational policy, the file is to be listed on a Master Destroyed File List (the “Killed List”), which includes the following information (where applicable):
    - a. File number
    - b. DHA
    - c. Local

- d. Employer
  - e. Grievor's name
  - f. Brief description of file – i.e.: Acute Care grievance re vacation leave, Art. X
  - g. Documents saved centrally – list of documents which are not destroyed
  - h. File close date
  - i. File destruction date/File sent to member date
  - j. Electronic file deletion date
  - k. Name of person reviewing/authorizing destruction
6. When Labour and Administrative files are destroyed the physical file materials must be shredded and all associated electronic records must be deleted from every location in which they are stored.
  7. When Labour Legal Assistance Policy files are to be destroyed, documents belonging to members must first be returned to members. The remaining physical file materials must be shredded and all associated electronic records must be deleted from every location in which they are stored.

### **Suspension of Policy Where Litigation Possible**

The application and administration of the document destruction provisions of this policy are to be suspended with respect to any files or electronic records that may become the subject of litigation.

When any member of the staff becomes aware that litigation has commenced, or may possibly commence, the staff member must inform the Director of Finance and Operations. The Director of Finance and Operations will suspend the document destruction provisions of this policy with respect to all files or electronic records that may have relevance to the litigation. All such files must be preserved.

When the Director of Finance and Operations becomes aware that litigation has commenced or may possibly commence, the Director must ensure that any electronic records that may be relevant to the matter are preserved, and that such records are preserved by “mirror imaging” to ensure that they are preserved in their presently-existing form and that the metadata within the electronic records is not changed.

The resulting mirror image copy must be preserved on a separate storage device until the conclusion of any litigation.

## **2) NSNU File Closure Policy - Labour and Legal Assistance Policy Files**

### **Purpose**

This outlines the NSNU's policy concerning the closure procedure for Labour and Legal Assistance Policy files (together, often referred to as “Labour Legal files”) that are concluded.

This Policy has been developed to:

- Identify Labour and Legal Assistance Policy files that need to be closed
- Outline a closure procedure that takes into consideration the organization's need to:
  - provide labour service to its members in accordance with the principles of fair representation
  - provide legal services to members under the organization's Legal Assistance Policy
  - preserve important historical information for future use
  - defend itself and its employees against lawsuits and/or complaints
  - adhere to legal requirements for retaining documentation
  - meet the above noted obligations in a cost effective manner

## **Scope**

This Policy will:

- Set out a file closure procedure for NSNU Labour and Legal Assistance Policy files once the matter is concluded.

## **Definitions**

“File” means both the paper file and the electronic file, including e-mails (both paper and electronic)

“Grievance file” includes both formally filed grievances, as well as files kept by staff to deal with member's informal issues under the Union's collective agreements

“Labour files” means any of the following files, up to and including resolution in a separate court action:

- Grievance files
- Labour arbitration files
- Labour Board files
- Collective Bargaining files
- Labour Legal Minutes

“Legal Assistance Policy” means the organization's Legal Assistance Policy, as updated from time to time, which outlines the scope of the organization's legal assistance to members concerning non-labour matters.

“Legal Assistance Policy (LAP) files” means any of the following files, up to and including resolution in a separate court action:

- CRNNS defence files
- CLPNNS defence files
- NSCN defence files
- Inquiries under Fatalities Inquiries Act
- Civil law suits against nurse personally
- Criminal charges
- CPP applications and/or appeals
- LTD claims and/or appeals

### **File Closure**

After a matter concludes, its file should remain in the same location as the active files for six months. After six months, and if there has been no activity related to the file, the file should be closed.

If litigation has commenced, or may possibly commence, with respect to a file, the file shall not be closed.

Prior to file closure, the Labour Relations Representative responsible for the file, working with the Labour Legal Administrative Staff Person, must do all of the following:

1. Create a File Closure memo that contains the following information respecting the file:
  - a. File name
  - b. File number
  - c. Date file was opened
  - d. Brief description of nature of file
  - e. Brief description of how the matter was resolved
  - f. Date the matter was resolved
  - g. Date of file closure
  - h. Retention Period
  - i. Location of associated electronic file
2. If a file contains exhibits entered into evidence during a hearing, create an Exhibits Memo that lists each exhibit. The exhibits should be placed in a separate folder and stored in the file with the Exhibits Memo. If the exhibits cannot be stored in the file because of their size or other factors, they should be packaged together, clearly marked with the file name, and stored in an appropriate location. In such cases, the Exhibits Memo must include a notation indicating the location of the exhibits.
3. If a file contains research, create a Research Memo that records the name and citation for each decision. The Research Memo must be saved in the file, so that the decisions can be

retrieved later should the need arise. The physical copies of the decisions do not have to be retained.

4. Organize the paper file for storage. This must include removing all duplicate documents, and sorting the remaining documents into chronological order.
5. Organize the electronic file. This must include the removal of all duplicate electronic records. The Labour Relations Representative, working with the Labour Legal Administrative Staff Person, must ensure that all electronic records related to a file are stored in the electronic file on the network drive, and are not stored in any other location.
6. Organize the e-mail correspondence. Any printed e-mails must be stored in the physical file. All electronic e-mail files related to the file should be removed from the e-mail program and saved in a separate folder in the electronic file on the network drive.

### **File Closure List**

A File Closure List must be created and maintained. The File Closure List will list all closed files. When a file is closed pursuant to this Policy, its closure must be recorded on the File Closure List. The information recorded must include the file name, file number, the date the file was closed, and the location of the file.

### **File Storage**

Active files must be stored in the designated active file area when not in use. Active files should not be kept in staff offices except when the files are being used.

Closed files must be stored in the designated closed file area, or in such other appropriate location as decided upon by the Executive Director, including outside storage services. Closed files must be stored until such time as they may be destroyed. File destruction must be in accordance with the NSNU File Retention and Destruction Policy.



## **SECTION 14**

### **GRIEVANCE/ARBITRATION APPEAL PROCESS**

#### **1. Procedure**

- A. When there is an alleged breach of an NSNU collective agreement, the Labour Relations Representatives shall decide in each case whether to initiate a formal grievance and whether the NSNU will carry a grievance forward to arbitration.
- B. If a Member does not agree with the Labour Relations Representative's decision, the Member may appeal the decision in writing to the Board of Directors within fourteen (14) calendar days of receiving the Labour Relations Representative's decision.
- C. The Board of Directors shall, where possible, consider and decide the appeal within thirty (30) calendar days after receipt of the member's written appeal.
- D. The Board of Directors will take such action as it, in its discretion, considers appropriate in the circumstances, taking into account the significance of the appeal and its consequences for the Member on the one hand, and the legitimate interests of the Union on the other hand.

#### **2. Finality of Decision**

The decision of the Board of Directors on the Member's appeal shall be final and binding.

## **Appendix A**

### **Confidentiality Agreement for Appointed/Elected Members of the Nova Scotia Nurses' Union**

In the course of your appointment or election to the NSNU Board of Directors, non-VP member of a NSNU Board of Directors Committee and/or NSNU Local Executive, you will have access to, and be entrusted with, confidential information concerning NSNU members, as well as the operations of the NSNU. NSNU's operations and the interests of its members would be irreparably harmed if such confidential information were disclosed to, or used by, any person outside of NSNU's operations.

As a condition of your appointment/election to the above NSNU positions, you acknowledge and agree to the following:

- You agree to not use the confidential information in any manner save and except as reasonably necessary to discharge your obligations in your appointed/elected position.
- You agree that you will not, either during the term of your appointed/elected position or at any time thereafter, directly or indirectly, by any means whatsoever, divulge or use for any purpose other than the purposes of NSNU, such confidential information without the prior written consent of an officer of NSNU.
- Except under compulsion of the applicable laws or a court of competent jurisdiction, you will not directly or indirectly disclose, divulge, communicate, allow access to, or transfer the confidential information to third parties without the prior written consent of NSNU. In the event you are required to disclose confidential information under compulsion of law, you will give NSNU notice of such requirement so that NSNU can seek a protective order or other remedy and will assist NSNU in taking all steps necessary to narrow the scope of disclosure.

Any violation of this Confidentiality Agreement can result in internal NSNU discipline, up to and including termination of your membership from the NSNU, and/or legal action against you personally.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Appointed/Elected NSNU Member

## **Appendix B**

### **Confidentiality Agreement for Employees of the Nova Scotia Nurses' Union**

In the course of your employment with the NSNU, you will have access to, and be entrusted with, confidential information concerning NSNU members, as well as the operations of the NSNU. NSNU's operations and the interests of its members would be irreparably harmed if such confidential information were disclosed to, or used by, any person outside of NSNU's operations.

As a condition of your employment with the NSNU, you acknowledge and agree to the following:

- You agree to not use the confidential information in any manner save and except as reasonably necessary to discharge your obligations as an employee of NSNU.
- You agree that you will not, either during the term of your employment or at any time thereafter, directly or indirectly, by any means whatsoever, divulge or use for any purpose other than the purposes of NSNU, such confidential information without the prior written consent of an officer of NSNU.
- Except under compulsion of the applicable laws or a court of competent jurisdiction, you will not directly or indirectly disclose, divulge, communicate, allow access to, or transfer the confidential information to third parties without the prior written consent of NSNU. In the event you are required to disclose confidential information under compulsion of law, you will give NSNU notice of such requirement so that NSNU can seek a protective order or other remedy and will assist NSNU in taking all steps necessary to narrow the scope of disclosure.

Any violation of this Confidentiality Agreement can result in discipline, up to and including termination of your employment with the NSNU, and/or legal action against you personally.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Employee of the NSNU

## **Appendix C**

### **Internet Usage Agreement**

I, \_\_\_\_\_, acknowledge that I am being granted Internet access using NSNU facilities, equipment, software or internet addresses or domain names registered to the NSNU and agree that my use of the internet will be conducted in accordance with attached NSNU Internet NSNU Internet Usage Policy and Guidelines.

I understand that my usage may be monitored without further warning and that inappropriate usage may be cause for disciplinary action up to and including dismissal, cancellation of a contract and/or legal action.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

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# Nova Scotia Council of Nursing Unions Constitution

## Article 1 - Name and Composition

- (a) The Council shall be known as the Nova Scotia Council of Nursing Unions ("the Council").
- (b) The Council shall be composed of the Nova Scotia Nurses Union, the Nova Scotia Government and General Employees' Union, the Canadian Union of Public Employees Local 8920 ("CUPE"), and Unifor Local 4600 ("Unifor") (the "Constituent Unions").

## Article 2 - Purpose and Objects

The purpose and objects of the Council shall be:

- (a) To have exclusive jurisdiction to bargain the collective agreements covering employees in the Nursing bargaining units of the Provincial Health Authority and the IWK Health Center on behalf the Constituent Unions.
- (b) To promote cooperation among the Constituent Unions in collective bargaining and to establish the best possible wages and working conditions for the members of the unions.
- (c) To promote cooperation among Constituent Unions in the administration of the collective agreements.
- (d) To adopt a voting system on decisions that reflects the relative size of the membership of the Constituent Unions within the Council.
- (e) To develop a system for the efficient and effective administration of the Collective Agreement between the Council, its Constituent Unions and the employers.

## Article 3 – Jurisdiction

The jurisdiction of the Council shall be limited and restricted to such areas as defined within the Constitution, the *Health Authorities Act* and the *Trade Union Act*.

## Article 4 – Council Executive Committee

- (a) The work of the Council and its Committees shall be supervised by a Council Executive Committee comprised of the President of the Nova Scotia Government and General Union, the Provincial President of the Nova Scotia Nurses' Union,

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the President of CUPE Nova Scotia, the Atlantic Director for CUPE and the Atlantic Director for Unifor with the senior staff of those unions designated by the Presidents and the Atlantic Directors.

The Council Executive Committee shall develop strategy and coordinate the work of the Council and its Committees with the work of the other Councils of Unions bargaining with the Provincial Health Authority and the IWK Health Centre to advance the common good of the members of the Unions and to ensure constructive labour relations with the employers.

### **Article 5 - Operation of the Council**

- (a) The affairs of the Council shall be conducted by the Council Negotiating Committee, the Council Essential Services Committee and the Council Administration of the Collective Agreement Committee.
- (b) Each Committee shall consist of voting members selected by each Constituent Union as follows:
  - NSNU-11
  - NSGEU-7
  - CUPE-1
  - Unifor-1
- (c) A designated Committee Member for a Constituent Union may cast votes on behalf of its members on a Committee.
- (d) Constituent Unions may provide the assistance of other union representatives and resources with the agreement of the Committee.
- (e) The composition of Committees will be reviewed annually, when seniority lists are finalized, to ensure that they continue to reflect the relative membership size of the Constituent Unions' memberships in the two bargaining units represented by the Council.
- (f) If there is any disagreement on the application of Clause (e) that disagreement shall be referred to the independent umpire for final and binding resolution.
- (g) Council Committees shall make decisions by consensus if possible but, failing consensus, decisions will be made by majority vote.
- (h) Members of Council Committees will be bound to support decisions of the Committee and not to undermine decisions made by the Committee.
- (i) A quorum of a Committee shall consist of at least two of the Constituent Unions which have a majority of members on the Committee. Notice shall be given to all

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Committee Members of the dates, times and places of meetings and where the Committee is dealing with an issue specific to a Constituent Union that union must be advised and given an opportunity to have its representatives present.

### **Article 6 - Finances**

- (a) The Constituent Unions shall pay for the time and expenses of their members, which are not paid by the employers, for attendance at meetings of Council committees and for administration of the Council's collective agreements on issues involving only their members.
- (b) The Constituent Unions will share the joint costs of the Council in proportion to the relative membership size of the Constituent Union's memberships in the two bargaining units represented by the Council.

### **Article 7 - The Nova Scotia Council of Nursing Unions Negotiating Committee ("the Council Negotiating Committee")**

- (a) Each Council shall have a Lead Union for the purposes of collective bargaining and in external communication with respect to collective bargaining. The Lead Union for the Council Negotiating Committee for collective bargaining on behalf of the Constituent Unions representing employees in the Nursing bargaining units is NSNU.
- (b) The Lead Union shall appoint a member of its staff as Chief Negotiator. NSGEU will appoint a member of its staff as Deputy Chief Negotiator to assist the Chief Negotiator as required.
- (c) The Lead Union will also appoint one of the members of the Council Negotiating Committee as Chair of the Committee. The Constituent Union, apart from the Lead Union, with the largest union membership in the bargaining units of the provincial health authority and the IWK Health Centre combined shall appoint a member of the Committee as Co-Chair.
- (d) In the rounds of bargaining that take place after the conclusion of the first collective agreement, the Council Negotiating Committee shall meet at least four months before the expiry date of the collective agreement. At this meeting, the Council Negotiating Committee will call for bargaining proposals and address other relevant issues.
- (e) The Lead Union will give the notice required by Bill 37 and the appropriate notice to bargain to initiate collective bargaining.
- (f) Bargaining demands for the Council Negotiating Committee will be generated within each Constituent Union using its normal preferred process and the Council

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Negotiating Committee will determine from the demands provided by the Constituent Unions what contract proposals will be made in collective bargaining.

- (g) Before collective bargaining begins, the Council Negotiating Committee shall forward to the Provincial Health Authority and the IWK Health Centre the names of:
  - i. The members of the Council Negotiating Committee; and
  - ii. The Chief Negotiator, Deputy Chief Negotiator and the Lead Communications staff person.
- (h) Decisions of the Council Negotiating Committee including contract proposals, positions taken in bargaining and recommendations for tentative agreements or final positions from the employers will be made by consensus if possible, but failing consensus, decisions will be made by majority of Committee members.
- (i) The Negotiating Committee will determine a communications plan or strategy for each round of bargaining and the Constituent Unions will be governed by the agreed plan in public communications:
  - 1. The Lead Union will appoint a lead communications staff person for each set of negotiations.
  - 2. The staff person will work with communication staff from each of the Unions to develop a formal communications plan including messaging and strategy. This plan must be approved by the Negotiation Committee.
  - 3. Each Constituent Union will appoint a spokesperson who will work within the messages and the strategy in the communications plan.
  - 4. Each spokesperson will advise their own communication staff of any media requests and details of any interviews.
  - 5. Communications staff from each Constituent Union must keep the lead communication staff person for the bargaining committee informed of the interviews.
  - 6. All Constituent Union spokespersons must respect a media blackout when one is agreed to by the Negotiating Committee.

### **Article 8 – Ratification and Strikes**

- (a) The Council Negotiating Committee shall recommend that the members either ratify or reject a proposed collective agreement when it determines or is required to do so.

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- (b) In each round of bargaining, the Lead Union, in consultation with the Constituent Unions, shall determine the method of conducting membership votes which will be applicable to all members of the Constituent Unions and the wording of the ballots to be cast by members of the Constituent Unions. However, in every case, the votes of the members of the Constituent Unions shall be counted as a single vote and not counted separately for each Constituent Union.
- (c) Tentative agreements will require approval by a majority of voting members of the Constituent Unions in the bargaining units.
- (d) Authority to conduct a strike in support of bargaining demands will require the support of a majority of employees in the bargaining units.
- (e) For the sake of clarity, it is understood that voting for ratification or for authority to conduct a strike will be a vote of the provincial health authority and IWK Health Centre bargaining units combined.
- (f) All members of the Council Negotiating Committee will be bound to support decisions of the Committee and not to undermine decisions made in the course of bargaining.

### **Article 9 - The Council Essential Services Committee**

- (a) The negotiation of an essential service agreement shall occur as required by legislation before or in parallel with collective bargaining.
- (b) Essential service agreements for each bargaining unit will be subject to approval by the Council Essential Services Committee which shall be comprised of members or staff of the Constituent Unions

### **Article 10 – Execution of the Collective Agreement**

The Council Negotiating Committee shall have exclusive authority, subject to the provision of this constitution, to negotiate, reach and conclude a collective agreement on behalf of the Council. The collective agreement reached and executed by the Council Negotiating Committee on behalf of the Council shall bind the Council, all Constituent Unions in the Council and the employees in the bargaining units for which the Council is responsible.

### **Article 11 - Administration of the Collective Agreements**

- (a) Each Constituent Union will be responsible for the administration and enforcement of the collective agreement with respect to its own members.

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- (b) The Council Administration of the Collective Agreement Committee shall be comprised of staff of the Constituent Unions in the proportion required by Article 4(b).
- (c) The Council Administration of the Collective Agreement Committee shall be responsible to make the determinations required by Clauses (d) and (e) and any expanded role that is agreed to in collective bargaining with the employers.
- (d) Before a Constituent Union schedules a grievance which has been referred to arbitration for hearing, or enters into a “with prejudice” settlement of a grievance concerning the interpretation of the collective agreement which has been scheduled for hearing, the Constituent Union must obtain the approval of the Council Administration of the Collective Agreement Committee.
- (e) Notwithstanding Clause (d), grievances or settlements concerning discipline or grievances which do not involve the interpretation of the collective agreement do not require approval of the Council Administration of the Collective Agreement Committee.
- (f) Each Constituent Union will bear the cost of the arbitration of a grievance referred to arbitration unless other Constituent Unions wish to share the cost because the grievance affects more than one union.
- (g) Constituent Unions shall not be entitled to intervene in arbitration cases involving their bargaining units, if the case is being advanced by another Constituent Union.

### **Article 12 – Union Membership and Mobility**

- (a) The Constituent Unions will continue to represent their own members except where a member is transferred to a position in a location or program for which another Constituent Union has jurisdiction.
- (b) Where a member voluntarily transfers, either permanently or temporarily, to a position in a location or program for which another Constituent Union has jurisdiction, that person will become a member of the Constituent Union representing employees in that position.
- (c) If the Provincial Health Authority re-organizes its operations or relocates positions so that members now work in positions and a location for which another Constituent Union has jurisdiction, the employee will become a member of the Constituent Union representing employees in that position or location.
- (d) If the Provincial Health Authority creates new positions or new classifications, the employee appointed to the position shall become a member of the Constituent Union which has jurisdiction.

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- (e) For the purposes of determining the jurisdiction of each union, each union will retain the jurisdiction defined by the bargaining units as of March 31, 2015 for which the Constituent Unions were certified or recognized with respect to the District Health Authorities and the IWK Health Centre.
- (f) The Nova Scotia Government and General Employees Union has jurisdiction with respect to employees engaged in Public Health, Drug Dependency and Continuing Care programs except for the Addiction Services of the former South Shore District Health Authority who are represented by CUPE.
- (g) The jurisdiction of the Nova Scotia Government and General Employees Union and the Nova Scotia Nurses Union in the former Capital District will continue to be based on the location or program in which Registered Nurses or Licensed Practical Nurses (“nurses”) work:
  - i. If work is transferred from one location where a union represents nurses to another location where nurses are represented by the other union, the employees will become members of the union in their new work location.
  - ii. Where work is transferred to an entirely new location, the nurses in that location will continue to be members of the union from their original location from which the work was transferred.
  - iii. Where nurses are assigned to work part of the time in a location where one of the unions represents nurses and part of the time in a location where the nurses are represented by the other union, the nurses shall become or remain members of the Constituent Union in which they spend the majority of their work time.
- (h) Employees transferring from membership in one Union to another shall continue under the provincial agreement for their bargaining unit without any adverse affect due to Union membership.
- (i) Where a difference arises with respect to which of the Constituent Unions has jurisdiction that difference shall be referred to the independent umpire who shall make a final and binding decision based on the principles in this Constitution:
  - i. The umpire shall determine the procedure for resolving this difference but in every case shall render a decision within two weeks of the referral.
  - ii. The decision of the umpire shall be final and binding on the Council and all of its Constituent Unions.

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### Article 13 - Relations between Constituent Unions

- (a) No Constituent Union will try to organize or represent employees who are members of another Constituent Union or otherwise seek to disrupt the relationship between another Constituent Union and its members.
- (b) No Constituent Union will circulate information designed to publicly discredit another Constituent Union or any information that results in such discredit.

### Article 14 - Duty of Fair Representation

- (a) If a Constituent Union believes that it, one of its members or a group of its members have been treated in a manner that is arbitrary, discriminatory or in bad faith by the Council, the Constituent Union shall apply to the Council Executive Committee to reconsider the Council's action and the Council Executive Committee shall issue its decision within two weeks of the application.
- (b) The Constituent Union may appeal the Council Executive Committee's action within seven days of the Committee's decision to the independent umpire and the umpire's decision shall be final and binding on the Council and the Constituent Unions.

### Article 15 - Amendment

- (a) This constitution shall be amended only with the agreement of two of the Constituent Unions representing 75% of the total membership represented by the Council and with the approval of the Labour Board.
- (b) The Labour Board shall be guided by the requirements in the *Health Authorities Act* for approval of a Council Constitution and by the fundamental principles upon which the Council of Unions' method of bargaining are founded:
  - i. Each Council of Unions will have a lead negotiator chosen by the Lead Union; namely, NSNU for Nurses, NSGEU for Health Care, CUPE for Administrative Professional and Unifor for Support;
  - ii. The make-up of Council Negotiating Committees is determined by the Council.
  - iii. All collective agreements are subject to a common ratification process by all employees in the provincial health authority and IWK bargaining units combined.
  - iv. Strike votes will require the support of a majority of employees in the provincial health authority and IWK Health Centre bargaining units combined.



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- v. The Unions certified or recognized as bargaining agents under the former district health authorities and the IWK Health Centre shall continue to be recognized to represent their members.
- vi. There shall be no raids by a Constituent Union with respect to the bargaining units represented by the Council.

### **Article 16 – Interpretation**

Any dispute between or among Constituent Unions regarding the interpretation, application or administration of this Constitution shall be referred to the independent umpire who shall make a final and binding decision on the dispute.

### **Article 17 – Independent Umpire**

- (a) The unanimous agreement of all Constituent Unions is required to appoint or remove an umpire under the Constitution.
- (b) No later than April 1, 2015, the Constituent Unions shall meet and agree on a panel of three umpires, who shall be appointed on a rotating basis provided that the umpire is available to hear and determine an issue of union membership within two weeks of the appointment.
- (c) If an appointed umpire is unable to act, the umpire shall be removed from the panel and the Constituent Unions shall meet and agree on a replacement umpire.
- (d) If the Constituent Unions are unable to agree on the appointment of umpires, the Council will request the Chair of the Labour Board to make the necessary appointments.
- (e) The decision of an umpire is binding on the Council and on the Constituent Unions.
- (f) The fees and expenses of the umpire shall be the responsibility of the Council but the umpire shall have discretion to impose these costs on a Constituent Union to the extent that the umpire determines that it is reasonable.

# NSNU Directory: NSNU Staff List

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**Fax:** 902-466-6935

<b>Leadership</b>		
President	Janet Hazelton	902-468-0737
Executive Director	Chris Albrecht	902-468-0286
Director of Finance & Operations	Cindy Herbert	902-468-8046
<b>Labour Relations</b>		
Labour Relations Representative	Patti Humphries	902-468-0723
Labour Relations Representative	Angela McKenna	902-468-6784
Labour Relations Representative	Shelley Richard	902-468-0864
Labour Relations Representative	Shannon Wark	902-468-0793
Labour Relations Representative	Lilo Wessels	902-468-0284
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Communications Officer	Coleen Logan	902-468-0283
Communications Assistant	Christie Blotnick	902-468-6737
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Accounts Payable	Cindy MacPhee	902-468-6770
<b>Administration</b>		
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Receptionist	Nancy MacDonald	902-469-1474
Executive Assistant	Lorna Myers	902-468-6769
Labour/Legal Assistant	Debbie Grady	902-468-6740

# Board of Directors

## Board of Directors (BOD)

### **President**

Janet Hazelton

### **First Vice President**

Jen Thiele

### **VP Finance**

Jamie Stewart

### **VP Central Region**

Anne Boutilier

### **VP Western Region**

Michelle Lowe

### **VP Northern Region**

Donna Gillis

### **VP Eastern Region**

Geraldine Oakley

### **VP Long Term Care**

Glenda Sabine

### **VP Community Care**

Kim Williams

### **VP LPN/Grad**

Maria Langille

### **VP IWK**

Natalie Nymark

## BOD Alternates

### **VP Western Region**

1<sup>st</sup> Karen MacDonald

2<sup>nd</sup> Karen Roberts

### **VP Northern Region**

1<sup>st</sup> Denise Elms

2<sup>nd</sup> Alaine Halliday

### **VP Eastern Region**

1<sup>st</sup> Shannon Sidney

2<sup>nd</sup> Laurie Forrest

### **VP Long Term Care**

1<sup>st</sup> Michelle Swan

2<sup>nd</sup> Kim Grant

### **VP Community Care**

1<sup>st</sup> Tracy d'Entremont

2<sup>nd</sup> Misty Hynes

### **VP LPN/Grad**

1<sup>st</sup> Laurie Hirtle

2<sup>nd</sup> Alaine Halliday

### **VP LPN/Grad**

1<sup>st</sup> Edson Castilho

2<sup>nd</sup> Wendy Johnson

## Personnel Committee

### **Members**

Michelle Lowe (Chair)

Gerri Oakley

### **Staff Advisor**

Chris Albrecht, Executive Director

# Standing Committees of the Union

## AGM Operations/ Nominations Committee

### **Chair**

Anne Boutilier

### **Members**

Jayne Fryday

Tracey MacRae

### **Staff Advisor**

Coleen Logan, Communications Officer

### **Staff Assistants**

Lorna Myers, Executive Assistant

Cindy Herbert, Director of Finance &  
Operations

### **Technical Advisor**

Chad O'Brien, Education & Technology  
Officer

### **Alternates**

Pending

## Constitution / Resolutions Committee

### **Chair**

Donna Gillis

### **Members**

Joanne Boutilier

Karen Eldridge

### **Staff Advisor**

Chris Albrecht, Executive Director

### **Alternates**

Denise Elms

Tracey MacRae

## Finance Committee

### **Chair**

Jamie Stewart

### **Members**

Alaine Halliday

David Fox

### **Staff Advisor**

Cindy Herbert, Director of Finance and  
Operations

### **Alternates**

Vicki Royles

Barbara Blays

## Education Committee

### **Chair**

Gerri Oakley

### **Members**

Misty Hynes

Kayla Holleran

### **Staff Advisor**

Chad O'Brien, Education & Technology  
Officer

### **Staff Assistant**

Coleen Logan, Communications Officer

### **Alternates**

Jessica McCormick

Chanda MacDonald

## Union Discipline Committee

### **Members**

Alanna Ferguson

David Fox

# Standing Committees of the Union

Vicki Royles  
Crystal Thibodeau

## **Alternates**

Emma Covey  
Deana Dixon  
Alaine Halliday  
Dianna Hutt

## Union Discipline Appeal Committee

### **Members**

Tracy d'Entremont  
Denise Elms  
Laurie Forrest  
Laurie Hirtle  
Marilyn Malis

### **Alternates**

Geraldine Griffin  
Melissa Humphrey  
Santina Weatherby

## Bursary Committee

### **Central Region**

Anne Boutilier (chair)  
Janis Ritcey  
Karen Eldridge

### **Chair Alternates**

Laurie Hirtle  
Melissa Humphrey

### **Alternates**

Andrea Casey

Wendy Johnson  
Jennifer MacLeod

### **Eastern Region**

Geraldine Oakley (Chair)  
Christine Aucoin  
Brandy Lyle

### **Chair Alternates**

Laurie Forrest  
Dawn McKenna

### **Alternates**

Thomas MacKenzie  
Marilyn Malis

### **Northern Region**

Donna Gillis (chair)  
Maria Langille  
Denise Elms

### **Chair Alternates**

Stephanie Roberts  
Santina Weatherby

### **Alternates**

Alaine Halliday  
Vicki Royles

### **Western Region**

Michelle Lowe (Chair)  
Sarah Lace (Alt. Chair)  
Esther Stamm

### **Alternates**

Dianna Hutt  
Tracy d'Entremont (Alt. Chair)

# Standing Committees of the Union

## Acute Care Provincial Negotiating Committee

### ***President***

Janet Hazelton

### ***Vice President***

Jen Thiele

### ***IWK***

Edson Castilho

### ***Northern***

Donna Gillis

### ***Western***

Sarah Lace

### ***Central***

Janis Ritcey

### ***Eastern***

Laura Lee Sharpe

### ***NP***

Santina Weatherby

### ***LPN***

Dawn McKenna

### ***Members at Large***

Dianna Hutt

Vicki Royles

### ***Alternate: Northern***

Dan Scott

### ***Alternate: Central***

Mitchell Procter

### ***Alternate: Eastern***

David Fox

### ***Alternate: NP***

Robert Burrows

### ***Alternate: LPN***

Daniel Scott

### ***Alternate: IWK***

Alanna Ferguson

### ***Alternate: Members at Large***

Ann Marie Murdock

David Fox

# Component Chairs and Assistants

## LPN/Grad Component

Maria Langille – Chair

Assistants:

Tammy Woodland – Western Region

Alaine Halliday – Northern Region

Laurie Hirtle – Central Region

Cheryle Hussey – Eastern Region

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## Community Care Component

Kim Williams – Chair

Assistants:

Tammy Woodland – Western Region

Vanessa Richardson – Northern Region

Karen Graves – Central Region

Benedicta Williams – Eastern Region

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## Long Term Care Component

Glenda Sabine – Chair

Assistants:

Kim Grant – Western Region

Robert Dean – Northern Region

Allison Wheaton – Central Region

Michelle Swan – Eastern Region