



# Policy Manual

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**New Brunswick Nurses Union • Syndicat des infirmières et infirmiers du Nouveau-Brunswick**

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## ARTICLE 1 — ORIGIN, PRECEDENCE, ENFORCEMENT AND STATUS OF NBNU POLICIES

- (a) (1) The general membership at annual general meetings or at special meetings will make resolutions, motions and/or policies in the best interests of the organization and members.
  - (2) The board of directors, while in committee meeting or by teleconference, may make motions and/or policies in the best interests of the organization and members as required throughout the year.
  - (3) The executive council, while in council meeting, may refer matters requiring the establishment of Union policy to the board of directors or the annual general meeting.
  - (4) The President of the Union is responsible for any interpretation of these policies.
- (b) **NBNU Mandate** – The NBNU board of directors recognizes that, inherent within the objectives prescribed in the *Constitution and By-Laws* of NBNU, the mandate of NBNU is to protect positions held by nurses. The mission of NBNU is to enhance the social, economic and general work life of nurses.
- (c) **General** - For the purpose of clarification, whenever the expression “at the Union's expense” is used in this *Policy Manual*, it shall mean “as per Union Expense Account Policies”.

## ARTICLE 2 — ANNUAL GENERAL MEETING

- (a) **Guests** - An invitation to the NBNU annual general meeting will be sent to all provincial union presidents, the president of the Canadian Federation of Nurses' Unions and other guests deemed appropriate by the board of directors.
- (b) **Parliamentarian** - NBNU will employ a parliamentarian for the annual general meeting and/or special meetings of the Union.
- (c) All expenses of the annual general meeting shall be paid by provincial office except for entertainment and decorations at the banquet, which shall be the responsibility of the hosting local.
- (d) **Moment of Silence** - At the beginning of each annual general meeting, a moment of silence will be observed for those members who have passed away during the previous year.
- (e) **Reports** - All reports necessary for the printing in the *Parasol* and annual general meeting shall be available by the first Friday of August to provide for translation and photocopying.
- (f) **Fund-raising** - At the discretion of the board of directors, a local or individual member can hold a fund-raising activity at the annual general meeting, executive council or other NBNU event.
- (g) **Resolutions and Constitutional Changes** - Resolutions and constitutional changes must be submitted to NBNU provincial office no later than the last Friday of June. Only emergency resolutions will be accepted at the annual general meeting.
- (h) **Election of Officers** - The member(s) running for the position of president, vice-president, 2<sup>nd</sup> vice-president and secretary-treasurer shall be nominated **by the first Friday of August in the year of the election for that position**. All locals will be advised of the August deadline by May 15 of each year.

- (i)
  - (1) Nominations from the floor will be accepted for all elected positions except for the president, vice-president, 2<sup>nd</sup> vice-president and secretary-treasurer's position. Nomination forms and a biographical sheet must be completed and submitted to the annual general meeting operations committee prior to the nomination deadline. Copies of the biographical sheet will be available to voting delegates prior to the **"Meet the Candidates"**.
  - (2) Nominations will cease at noon on the first full business day.
  - (3) Voting will be held at 11:30 a.m. on the second business day.
  - (4) Scrutineers will distribute the ballots, which will be colour-coded and marked according to the position or committee for which the candidate is running.
  - (5) The results of the election will be announced before the closing of the meeting on the second business day; however, the number of votes received by each candidate will not be divulged to the assembly.
  - (6) Upon the request of a candidate, the results of the election shall be given to the candidate including the number of ballots cast and the number of votes received.
  - (7) No nominations from the floor will be accepted at the annual general meeting for any of the officer positions.

(j) **Appointment of Scrutineers**

- (1) Before an election is held or any vote is taken, the chairperson of the annual or special meeting shall appoint members who are not voting delegates or candidates for election to act as scrutineers. The chairperson shall arrange to provide each scrutineer with a list of the voting delegates entitled to vote at the meeting as well as the number of votes which each carries.
- (2) The scrutineers shall arrange for the holding of the election, counting of votes and reporting results in writing to the chairperson of the meeting.
- (3) For an annual general meeting of the Union, no less than five scrutineers shall be appointed, one of whom shall be designated as chairperson of scrutineers.
- (4) In accepting the appointment, the scrutineers understand that they are expected to attend all business meetings.
- (5) For an annual or special meeting of the Union, the appropriate number of sergeants-at-arms shall be appointed to guard entrances.
- (6) In accepting appointment, the sergeants-at-arms understand that they are expected to attend all business meetings.

(k) **Candidates Addressing the Annual General Meeting**

- (1) Candidates for committees have one (1) minute to address the annual general meeting.

- (2) Candidates for vice-president, 2<sup>nd</sup> vice-president and secretary-treasurer have two (2) minutes to address the annual general meeting.
- (3) Candidates for president have five (5) minutes to address the annual general meeting.
- (l) **Finance Committee** - All members of the finance committee shall be paid at the Union's expense to attend the annual general meeting.
- (m) **Annual General Meeting Minutes** - Minutes from the previous annual general meeting shall be sent to each local president with the annual general meeting package.
- (n) **Number of Voting Delegates** - NBNU bases the number of voting delegates for the annual general meeting on a number obtained by averaging the total number of dues paying members in the local over twelve (12) months namely August to July.

### ARTICLE 3 — AWARDS

#### Glenna Rowsell Award

- (a) The NBNU established a Glenna Rowsell Memorial Award to be awarded yearly at the annual general meeting of the Union to a current or former member of NBNU who has shown outstanding Union commitment.

The board of directors is charged with determining the successful candidate.

- (b) **Criteria**

- (1) Member of the New Brunswick Nurses Union bargaining unit for at least five (5) years.
  - (2) Demonstrated and upheld the objectives of the New Brunswick Nurses Union.
  - (3) Union involvement at the local and/or provincial level.
  - (4) Worked to advance nursing unionism.
  - (5) Organization and participation with nurses in lobbying government on legislation and other issues.
- (c) A suitable Glenna Rowsell Memorial Award memento will be purchased, inscribed, and presented to the winner of the award at each annual general meeting. The names of those winning the award will be inscribed on the Glenna Rowsell Memorial Award plaque to be maintained at the provincial office.
  - (d) The recipient is to be present at the annual general meeting with expenses paid by the New Brunswick Nurses Union.

#### NBNU Spirit Award

- (a) The NBNU board of directors established a NBNU Spirit Award recognizing a member that exemplifies true Union spirit throughout the year. It will be awarded at the annual general meeting.

## Criteria

- (a) A member will be chosen by the board of directors who has demonstrated Union commitment and enthusiasm the year prior.
- (b) Union involvement, either directly or indirectly within their local or at the provincial level.
- (c) A role model for other NBNU members.
- (d) Steps up to the challenges of NBNU.
- (e) A suitable memento will be purchased, inscribed and presented to the winner of the award at the annual general meeting.

## ARTICLE 4 — BURSARIES/SCHOLARSHIPS

- (a) NBNU will grant a total of fourteen \$800 scholarships for nursing students in all of the seven teaching institutions. The student body of each site will select the most deserving student from their group to receive the bursary.
- (b) The NBNU president or her/his delegate shall present the bursary where and when appropriate.
- (c) NBNU will award three (3) “Family Scholarships” each in the amount of \$1,000. All recipients must be enrolled in a registered nursing program at the entry level. These scholarships apply to a child, stepchild, grandchild or spouse of a present or past NBNU member.
- (d) NBNU will award a \$1,000 bursary to one nursing student currently enrolled in each of years two and three of the BN program.
- (e) NBNU will award three (3) \$1000 scholarships to children of NBNU members who are enrolled in a post-secondary college or university program and these scholarships will be provided on a yearly basis.

## ARTICLE 5 — CERTIFICATION

- (a) **Certification Hearings** - The New Brunswick Nurses Union shall provide for the attendance of two representatives from a local of nurses seeking certification with the NBNU at the certification hearing before the Labour and Employment Board. The expenses of the two representatives shall be covered in accordance with the NBNU Expense Account Policy.

## ARTICLE 6 — COMMITTEES

### (a) **Nominations**

- (1) Where any committee calls for nominations for the election of members to that committee, and if sufficient number of nominations are not received by the established deadline to conduct an election, those nominated prior to the deadline will be declared elected by acclamation.
  - (2) Following such deadline where an insufficient number of nominations were received, the board of directors shall issue a memorandum to the members of the Union affected by the committee requesting names for appointments to the committee. The board of directors will make the appointment(s), as necessary.
- (b) **Nurses, Part III Educational Assistance Committee(s)** – The committee will consist of five (5) members from NBNU. The NBNU president or designate shall be an ex-officio member of the nurses educational assistance committees to facilitate the administration process.

- (1) **Nurses, Part III** - The two (2) members shall include the unit representative and one (1) or two (2) members of the bargaining unit nominated by the negotiating committee and appointed by the board of directors for the duration of the collective agreement.
- (2) **Nurse Managers and Nurse Supervisors** - The one (1) member shall be the unit representative and one (1) or two (2) members of the bargaining unit nominated by the negotiating committee as alternate and appointed by the board of directors for the duration of the collective agreement.
- (3) **Part III Community Care** - The one (1) member shall be the unit representative and one (1) member of the bargaining unit nominated as alternate and appointed by the board of directors for the duration of the collective agreement.

(c) **Nursing Homes Educational Assistance Committee**

- (1) The bargaining committee shall act as the educational assistance committee. The committee shall meet either in conjunction with negotiations or by teleconference. Meetings are up to 3 times per year, and either conducted face to face or by teleconference as determined by the committee, and number of applications submitted.
- (2) The nursing home unit representative and NBNU executive director will be signing officers for the Nursing Home Educational Assistance Fund.

(d) **Board of Directors/Executive Council/Annual General Meeting**

- (1) **Attendance** - In the event of a local president being unable to attend an executive council, annual general meeting or special meeting, the local is entitled to send a substitute member, with full voting privileges and expenses will be paid by the Union. Members will be permitted to attend executive council meetings as observers at the local's expense or personal expense.

Members serving on a provincial committee that are not local presidents, are invited to attend the annual general meeting and the executive meeting to keep themselves up-to-date.

- (2) **Minutes** - Annual general meeting minutes and executive council meeting minutes will be sent to the local presidents to use at local meetings. Board of directors meeting minutes can be requested by local presidents for information purposes only.
- (3) **Motions** - All motions at board of directors, annual general meetings and executive council meetings will be in writing, as will committee reports.
- (4) **Newly Elected Unit Representative, Secretary-Treasurer, Vice-President and 2<sup>nd</sup> Vice-President** - The newly elected and past unit representative, secretary-treasurer, vice-president and 2<sup>nd</sup> vice-president shall be allowed time for orientation prior to the first board of directors meeting following election.

- (e) **Health Coalition Representation** - The 2<sup>nd</sup> vice-president will be NBNU's member on the Health Coalition with expenses paid as per NBNU's Expense Account Policy and if unable to attend, then the president will attend.

(f) **Staff Relations Committee**

- (1) There shall be staff relations sub-committee of the board of directors consisting of the president, vice-president, secretary-treasurer and such other board members as the board of directors shall decide.
- (2) The duties of the staff relations committee shall be to:
  - (i) review and recommend to the board of directors personnel policies as recommended by the executive director,
  - (ii) recommend to the board of directors the creation of new positions,
  - (iii) participate in hiring committees and make recommendations on hiring of staff as assigned from time to time,
  - (iv) negotiate staff union collective agreements, and
  - (v) meet with the staff union in labour management meetings.
- (3) The executive director shall be an ex-officio member of this committee, and the manager, finance and human resources shall attend sub-committee meetings as a resource person from time to time.

(g) **Pension Committee(s)**

The Union delegation to the respective bargaining unit pension committee shall include:

- (1) **Pension Plan for Certain Bargaining Employees of the Hospital (CBESRP):** Two (2) NBNU representatives shall be appointed to the CBESRP along with the president of NBNU, (provided he or she is a member of the plan). If he or she is not a member of the plan then the third member of the committee will be appointed at the discretion of the board of directors.
- (2) **Nursing Homes:** The unit representative and one member appointed by the board of directors.
- (3) **Public Service Superannuation Plan (PSSRP):** One NBNU designate shall sit on the PSSRP board of directors.
- (4) **Part-time Pension Committee:** The president of NBNU or designate shall serve as the Union representative on the Part-Time Pension Committee.

(h) **Ad Hoc Committee**

If there is a need for such a committee, membership and guidelines shall be approved by the board of directors.

## ARTICLE 7 — FINANCE

- (a) **Accrual System** - The accrual system will be the accepted method of reporting financial statements.
- (b) **Bonding** - The following NBNU members and staff are to be officially bonded: president, secretary-treasurer, executive director, manager of finance and human resources and membership records co-ordinator.



- (c) **Financial Statements** - The latest financial statements will be distributed to the board of directors, executive council members and finance committee.
- (d) **Signing Cheques** - The president, secretary-treasurer, executive director and the manager of finance and human resources will be official signatories of cheques for NBNU. Whenever possible, all cheques are to be signed by one elected member and one staff member.
- (e) **Investment Interest Income** - Since July 1, 2001, interest accrued in the Membership Defence Fund will remain in place to allow the fund to grow. All interest earned in the Nursing Home Educational Assistance Fund and the General Fund shall remain within each individual fund. The status of the funds will be reviewed yearly by the finance committee.
- (f) **Investment Portfolio** - The complete investment portfolio will be included in the Treasurer's Report in the annual general meeting issues of the *Parasol*. The following items are to be included:
  - (1) amount of investment,
  - (2) name of investment,
  - (3) rate of interest, and
  - (4) term of investment.
- (g) **Payment of Local Expenses** - If a local has not repaid money owed to provincial office within ninety (90) days of invoice date, such funds will be deducted from subsequent monthly dues rebates to that local.
- (h) **Indemnifications** - The Union shall indemnify any member, past or present, of the board of directors, finance committee or the various pension committees, for any cost (including but not limited to legal defence costs and damage awards) arising from any legal action or claim against them resulting from the exercise of the functions on said committees as long as those actions were properly within the scope of their established duties.
- (i) **Revenue**
  - (1) NBNU dues are payable by all members as a flat monthly sum regardless of hours worked in the month or status as a full-time, part-time or casual employee, based on the formula as established from time to time by the annual general meeting and as set out in paragraph (4) below.
  - (2) For the purposes of this policy, members who are in receipt of employment income under a collective agreement negotiated by NBNU are required to pay dues. Employment income shall include paid sick leave and paid union leave by either the employer or the Union.
  - (3) Members who are not in receipt of employment income under a collective agreement negotiated by NBNU shall not be required to pay dues, which shall include members on approved leaves of absence without pay, long-term disability benefits, worker compensation benefits or maternity leave.
  - (4) NBNU dues will be 1.025% of an RNCA Step G annual salary, effective January 2005.
  - (5) Any dues increase will be effective on January 1.
  - (6) **Dues Rebate to Locals** – They are calculated as a percentage of monthly dues at a rate of 8.51%/member/month.

- (j) **Local Balance Sheet** - All locals who do not submit their yearly balance sheet to NBNU provincial office will have their dues rebate withheld until their balance sheet is submitted. Deadline for submitting balance sheets to provincial office is February 28 of each year.
- (k) **Local Elections** - All locals who do not submit local election results to provincial office by the deadline will have their dues rebate withheld until elections are confirmed.

### **Tendering Out**

- (l) When NBNU requires services, which exceed an estimated cost of \$10,000, provincial office will look for three (3) independent companies for their proposal. Then the president and executive director will decide if it is to be brought to the board of directors.
- (m) NBNU will support services, producers and manufacturers of union made, union label, Canadian goods and services when and wherever possible.

### **Capital Expenditures**

- (n) Capital expenditures relate to the acquirement of an asset, the benefit of which extends over one or more accounting periods beyond the current period that may be subject to depreciation (*Intermediate Accounting* by Welsh, Zlatkovich, Wilson and Zin).
- (o) A capital expenditure of NBNU could be:
  - (1) acquisition cost of property and/or equipment when acquired;
  - (2) outlays subsequent to acquisitions but before operational use, such as: installation costs, reinstallation costs, repairs and improvements prior to use, and other incidental costs;
  - (3) costs of replacement or renovations to existing property and or equipment; and
  - (4) demolition costs of existing property.
- (p) Costs associated with general repairs and maintenance of existing property and equipment are to be considered operational expenses.
- (q) Capital expenditures may be budgeted out of investments, operational budget or a combination of both and these expenditures shall be reported to the next executive council meeting.
- (r) Should the board of directors and the finance committee determine that a projected acquisition could be accounted as a capital expenditure, consultation shall be made with the Union's auditor for advice.
- (s) Approval of a capital expenditure shall be by motion or resolution at a board of directors, executive council, annual and/or special meeting of NBNU.

### **Vendors/Sponsorship**

- (t) Exhibit booths at any NBNU meetings must be focused on entire membership in accordance with NBNU goals and principles.

The booth should be for information purposes with no direct sales to members during the meeting. Charities may be considered when pre-approved by the board of directors.

The board of directors will approve up to a maximum of three (3) vendors if space outside meeting room permits. There shall be no fee charged to vendor.

Vendors must submit a request in writing to the board of directors explaining purpose and brief description of information to be shared. Information should be bilingual whenever possible. Deadline for requests for annual general meetings will be September 1.

## ARTICLE 8 — DELEGATES

- (a) **Annual General Meeting** - All executive council members will be paid delegates to the NBNU annual general meeting.
- (b) NBNU shall pay the expenses incurred by a voting delegate of a local with less than one hundred (100) members when delegate attends an annual or special meeting of the Union in accordance with the expense policy.
- (c) **Funding Observers at Executive Council and Annual General Meetings:** NBNU will fund 10 observers for locals who demonstrate financial need to attend the annual and executive council meetings. These 10 observers will be paid by provincial office and accommodations will be shared with their local delegate(s). If more than 10 locals apply, a draw will be done according to NBNU policy.
- (d) **Canadian Federation of Nurses' Unions Biennium** - NBNU delegates to attend the Canadian Federation of Nurses' Unions Biennial Convention will be chosen at the annual general meeting. First, the draw will be done by bargaining unit to ensure representation from each group and the remaining draw will include all locals. It is intended that the local president who holds office at the time of the convention will attend and, if unable, the next alternate local will be chosen.
- (e) **Canadian Labour Congress Convention** - NBNU delegates to attend the Canadian Labour Congress will be chosen at the annual general meeting. First, the draw will be conducted by bargaining unit to ensure representation from each group and the remaining draw will include all locals. It is intended that the local president who holds office at the time of the convention will attend and, if unable, the next alternate local will be chosen.
- (f) **NB Federation of Labour** – NBNU delegates to attend the NB Federation of Labour will be chosen at the annual general meeting. First, the draw will be conducted by bargaining unit to ensure representation from each group and the remaining draw will include all locals. It is intended that the local president who holds office at the time of the convention will attend and, if unable, the next alternate local will be chosen.
- (g) **Draws for Delegates and Observers** – When draws are held and funded by NBNU to send delegates to events such as the CFNU Biennial Convention, CLC Convention, NBFL Convention, and once a local is chosen to send the local president or other member of the local executive to a particular event, that local shall not participate in the next draw for the same event.

When draws are held and funded by NBNU to send observers to the annual general meeting or executive council meetings and a local has been chosen, that local shall not participate in the draw the following year.

## ARTICLE 9 — DONATIONS

The board of directors will review annually requests for donations and make the appropriate decisions as per NBNU budget allocations.

## ARTICLE 10 — EXPENSE ACCOUNT POLICY

**The following is the expense policy for all members of the Union when engaged in Union activity unless otherwise stated in these policies.**

While attending meetings and/or educational sessions, members whose expenses will be paid by NBNU shall attend all scheduled sessions. If the NBNU member is not able to attend all sessions, she/he shall advise the president of NBNU. If any corrective measures are to be taken, the decision will be made by the board of directors.

(a) **Travel:**

- (1) Any mode of transportation, advisably the most economical, may be used. Inter-city taxi fare will be paid. When travelling by car, forty-two cents (.42¢) per kilometre shall be paid. Shared travel from the same area is encouraged.
- (2) If a NBNU member wishes to return home between Union business days rather than accept accommodation, NBNU shall pay in lieu of accommodation and actual mileage up to a maximum of \$100 per return trip. **Travel time will only be paid for one return trip.**
- (3) When travelling by air, only actual time flying and time travelling to and from airports will be considered travel time.
- (4) When the NBNU meeting is scheduled to start at 10:00 hours, NBNU members are expected to travel the morning of the meeting if travel is less than 250 kilometres one way.
- (5) When a member is travelling on NBNU business and reaches home by 17:00 hours, NBNU is not to be billed for the evening meal.

(b) **Meal Allowance:**

- (1) **In province** - sixty dollars (\$60.00) per day. Breakfast-\$12.00, lunch-\$20.00, dinner-\$28.00.
- (2) **Out of province** - eighty-five dollars (\$85.00) per day. Breakfast-\$15.00, lunch-\$25.00, dinner-\$45.00.
- (3) Where monthly accommodation in an apartment with kitchen facilities is provided to a member, a weekly meal allowance of \$150 shall be provided in lieu of the allowance provided in clause (1) or (2).

(c) **Accommodations:**

- (1) **In Province:**
  - i) NBNU pays for one (1) room for each local president attending the executive council meeting or any other meeting called by NBNU.

- ii) NBNU pays for one (1) room for each local president and each paid voting delegate attending the annual general meeting.
  - iii) NBNU members sponsored by NBNU to attend non-NBNU meetings, for example: NB Federation of Labour, Labour School, etc. shall share room accommodations.
  - iv) NBNU pays for one (1) room for each board member and negotiating committee member when attending required NBNU meetings.
  - v) Local presidents and paid voting delegates that reside within 50 kms of the city where the annual general meeting, executive council or a special meeting of NBNU are held will not be provided hotel accommodations. Special requests for hotel accommodations need to be submitted to the board of directors for consideration.
- (2) **Out of Province** - Room accommodations are to be shared by members while on Union business.
- i) When a member chooses to stay at a hotel other than the one where NBNU has negotiated a group rate, the local will be billed the difference.
  - ii) All members attending NBNU committee meetings will make their own hotel reservations, unless otherwise advised by provincial office.
- (3) If staying in a private home, a hostess gift to the value of \$25 per day is permitted when required. No receipt necessary.

(d) **Salary reimbursement:**

- (1) Definition of hours worked for Union business include: travel time, flying time, lunch time and meeting time.
- (2) If the total number of hours of meeting and travel time exceeds hours billed by the employer for a particular meeting, the member shall be paid for those hours by provincial office (**see examples below**).
- (3) Members will be paid actual time spent in meetings and travelling on their days off or when the employer does not invoice the Union for reimbursement.
- (4) In the event a scheduled union meeting has been cancelled less than 48 hours, and a member has requested Union leave from the employer, every effort should be made to return to work. If the member is normally replaced, and cannot get their shift back, then union leave will apply.
- (5) In the event a member has requested Union leave but is unable to attend the Union meeting, the employer should be notified so that the Union leave may be changed to the appropriate leave as per the collective agreement.
- (6) If a member is on her days off and is unable to attend the Union meeting, salary replacement will not be paid.
- (7) Provided that it is mutually agreed by the employer, a member may request to take a Union leave day in lieu of a Union meeting day when the meeting takes place on her day off.
- (8) NBNU does not expect a member to work the night/evening shift prior to the day she/he is to attend a Union meeting nor should she/he be expected to work the night/evening shift the day the meeting ends.

- (9) If a casual or a part-time nurse is offered a shift by her/his employer on a day she/he is participating in a Union meeting, she/he may request salary replacement for the shift. NBNU will request verification from the employer that the shift was offered.
- (10) Due to the fact that all earnings have to be declared within the Insurance Benefits Programs, members receiving WHSCC or long-term disability benefits or Employment Insurance benefits and who are participating in Union meetings will only be reimbursed travel, meals and accommodation expenses. There will be no salary replacement while on Union business.

**EXAMPLES - HOW THE POLICY IS APPLIED:**

**Example 1 – One (1) day meeting**

- Meeting day is April 20<sup>th</sup>.
- You travel in on the 19<sup>th</sup>. You are scheduled to work an 11.25 hour shift starting at 19:30 on the 19<sup>th</sup>.
- The meeting time is four (4) hours in duration. The 11.25 hour shift will be applied to cover the travel time on the 19<sup>th</sup>, plus meeting and travel time on the 20<sup>th</sup>.
- Total meeting time is four (4) hours; travel time is 4 hours for a total of eight (8) hours.
- Your employer will be reimbursed for 11.25 hours.
- You will be reimbursed for meals and mileage.

**Example 2 – Two and one-half (2 ½) day meeting**

- Meeting starts at 10:00 am on the 20<sup>th</sup> and finishes on the 22<sup>nd</sup> at 12:00 (noon).
- You are scheduled to work an 11.25 hour shift starting at 19:30 hours on the 19<sup>th</sup>. You are scheduled to work a 7.5 hour day on the 21<sup>st</sup> and 22<sup>nd</sup>.
- You travel on the 19<sup>th</sup> and 22<sup>nd</sup> for four (4) hours each day.
- Total meeting time over 2 ½ days is 18 hours, travel time is eight (8) hours for a total of 26 hours.
- Your employer will be reimbursed for 26.25 hours.
- You will be reimbursed for meals and mileage.

**Example 3 – Two and one-half (2 ½) day meeting**

- Meeting starts at 10:00 am on April 20<sup>th</sup> and finishes on the 22<sup>nd</sup> at 12:00 (noon)
- You are scheduled to work 3 x 7.5 hour evening shifts starting on the 19<sup>th</sup>.
- You travel on the 19<sup>th</sup> and 22<sup>nd</sup> for 4 hours each way.
- Total meeting time over 2 ½ days is 18 hours, travel time is eight (8) hours for a total of 26 hours.
- Your employer will be reimbursed for 22.5 hours.
- You will be reimbursed for 3.5 hours, as well as for meals and mileage.

- (e) The chairperson of any standing committee of NBNU attending the annual general meeting shall have their expenses paid in accordance with the NBNU expense account policy.
- (f) A member of NBNU requiring exemption under the terms of the expense account policy must submit such request in writing to the NBNU board of directors for consideration.
- (g) Expense accounts with receipts for registration fees, hotel accommodations, air or bus travel should be forwarded to the New Brunswick Nurses' Union, 103 Woodside Lane, Fredericton, NB, E3C 2R9.

- (h) Cheques to cover expenses will be issued within two (2) weeks after receipt of expense sheets at provincial office. Expense cheques will not be issued the same day as the meeting(s).
- (i) **Secretary-Treasurer** - The board of directors approves to a maximum of one (1) day salary and expenses after each annual general meeting to be utilized by the secretary-treasurer in accomplishing her/his tasks and responsibilities.
- (j) **Executive Director's Expenses** - All expenses of the executive director shall be approved by the president.
- (k) **President's Expenses** - All expenses of the president shall be approved by the executive director.

## ARTICLE 11 — REPRESENTATION AT GRIEVANCES AND ADJUDICATIONS

- (a) All members and locals shall have the right to file grievances under their respective collective agreements at any time.
- (b) All grievances that do not solely involve disciplinary action against individual members under the *Public Service Labour Relations Act* shall be considered the property of the Union and, subject to the *Constitution and By-Laws* and *Policies* of the Union, including the appeal process set forth herein, the Union has the sole discretion to advance any grievance.
- (c) Individual members do have the right, independent of permission of the Union, to advance disciplinary grievances, and, if necessary, refer grievances to adjudication under the *Public Service Labour Relations Act*. However, unless supported by the Union, such individual decisions shall be made without the resources of the Union and the members shall bear all costs of such grievance and adjudication.
- (d) The initial decision with respect to whether to advance or withdraw a grievance shall be made by the labour relations officer (LRO) assigned. The following rules apply to appeals of decisions made by labour relations officers to not advance a grievance to adjudication or arbitration or to withdraw a grievance once filed:
  - (1) A grievance can be withdrawn by an individual grievor at any time. Should an LRO determine that the grievance should not proceed; the best practice is for the LRO to meet with the grievor and the local president or grievance officer of the local involved, to discuss the merits of a grievance and the reasons for the withdrawal of the grievance. When a decision is made to withdraw a grievance, either at the request of the grievor or by the LRO, a letter confirming the decision shall be sent by the LRO to the grievor. Notification of withdrawal of the grievance where the grievor does not agree shall not be made to the employer until the following process is completed.
  - (2) The LRO shall recommend in writing to the executive director, with substantiating documentation, when a grievance should not be referred to adjudication or arbitration, or should be withdrawn from adjudication or arbitration, with a copy to the local president.
  - (3) The executive director shall either agree or disagree with the recommendation made and, in doing so, may seek further information or clarification from the LRO.
  - (4) Where the executive director agrees with the recommendation of the LRO, notice of such decision and the reason for such decision shall be given in writing to the grievor(s) and the local.

- (5) The grievor(s) or the local shall have the right to appeal the decision of the executive director to the board of directors. An appeal must be made within 30 days of the receipt of the decision of the executive director.
- (6) Should objection be received from the grievor(s) or the local, a hearing shall be held by the board of directors at a time and location to be established by the committee.
- (7) The board of directors shall conduct itself and hear such evidence as it sees fit, whether or not such evidence would be acceptable in a court of law.
- (8) The grievor(s) or the local may be represented by witnesses or counsel at the hearing at their own expense and said expenses can be considered by the board of directors at the request of the grievor(s).
- (9) A decision shall be made by the board of directors on whether to uphold the decision of the executive director. Such decision shall be final and binding on the parties and shall be communicated to the respective participants in the hearing by registered mail.
- (10) Throughout this procedure, the Union will take such steps necessary to ensure that the grievance continues to be processed in accordance with the prescribed procedure in accordance with the time limits contained herein.
- (11) Recognizing that there is no full appeal of the decision of an adjudicator or arbitrator to the courts, the Union shall have the sole discretion to determine whether an application for judicial review should be brought to the courts from the decision of an adjudicator or arbitrator.
- (12) Upon application, in writing, to the executive director within 30 days of the decision of the adjudicator or arbitrator, a member may request that an application for judicial review be made. Should the executive director decide not to apply for judicial review, the executive director shall respond in writing to the member within 30 days providing the reasons for his decision.

#### **Representation before the Nurses Association of New Brunswick**

- (e)
  - (1) The New Brunswick Nurses Union policy is to provide representation to members who are involved in disciplinary proceeding and/or complaints before the Nurses Association of New Brunswick provided the nurse had been functioning as an employee covered by the New Brunswick Nurses Union bargaining unit at the time of the incident.
  - (2) The New Brunswick Nurses Union reserves the right to refuse representation to a nurse in any subsequent complaints or disciplinary proceedings that involve substantially the same complaints as involved in previous complaints.
  - (3) A decision to not provide representation to a nurse in a matter before the Nurses Association of New Brunswick shall be subject to the same appeal rules as applied with respect to grievances.
  - (4) A decision not to represent a nurse in an appeal under the Nurses Association of New Brunswick appeals process or any judicial review of a Nurses Association of New Brunswick decision shall be at the sole discretion of the Union.



## ARTICLE 12 — LEGAL EXPENSE ASSISTANCE FUND

- (a) The labour relations officers of NBNU provide legal and other representational services to members on all matters pertaining to the administration of their collective agreement including questions regarding duty to accommodate and return to work. Representation is also provided on disciplinary matters before the NANB. Access to these services is available to all members and is governed by Article 11 above.
- (b) NBNU shall maintain a fund to assist members in legal representation on matters as set out in this policy. The amount of the fund shall be established on an annual basis by the board of directors. The fund shall be administered by the executive director.
- (c) Representation for worker compensation claims, long-term disability claims (LTD), CPP disability claims and unemployment insurance claims shall be provided by NBNU labour relations officers at the request of a member.
- (d) **Coroner's Inquests** - For a member required to participate at a Coroner's Inquest, the NBNU staff will provide initial consultation to orientate the member to the Coroner's Inquest procedure upon the member's application to the Union. Should a member require outside legal counsel, she/he may request and, with the approval of the NBNU, be entitled to an initial consultation with a lawyer of her/his choice, with up to \$300 paid by the Union.
- (e) **Civil Actions** - For a member who has a civil suit lodged against her/him as a result of an employment related incident, upon request and approval by NBNU, she/he will be entitled to an initial consultation with a lawyer of her/his choice, with up to \$300 paid by the Union towards the cost of this initial consultation.
- (f) **Criminal Charges** - For a member who is charged with criminal negligence related to her/his job, upon request and approval by NBNU, she/he will be entitled to an initial consultation with a lawyer of her/his choice, with up to \$300 paid by the Union.
- (g) **Medical Reports** - Members who require specialist reports to verify illness, disability or accommodation request in regards to an LTD, worker compensation, CPP disability claim, duty to accommodate, or in relation to an NANB disciplinary hearing, may make application to the executive director for payment from the fund. The executive director shall consult with the LRO on the file before making a decision. The criterion for payment shall be:
  - (1) necessity of such report for the success of the claim or defence,
  - (2) inability of member to pay for reports due to loss of regular income, and
  - (3) fund limits.
- (h) **Conditions and Limitations:**
  - (1) The member must be a dues paying member of NBNU at the time of the incident.
  - (2) The incident giving rise to a need for legal representation must have occurred at the nurse's place of employment where the nurse is functioning as an employee covered by an NBNU bargaining unit or where the member was representing the Union.

- (i) No representational costs shall be paid by NBNU where a member chooses to represent herself/himself or where she/he engages a lawyer of her/his choice.
- (j) NBNU reserves the right to investigate any request for representation and to approve, reject or withdraw from any representation for good cause. Decisions on representation under this policy shall be subject to Article 12.
- (k) NBNU will not provide assistance for a second opinion or any outside counsel in relation to any labour law matter.

### ARTICLE 13 — LABOUR SCHOOL

- (a) **Dates of School** - Labour School should be held, if possible, every two (2) years.
- (b) **Location** - The practice of rotating the host province for labour school should continue.
- (c) **Provincial Office Financial Responsibilities** - Provincial office will pay registration, accommodations and salary for the duration of the school for all local presidents' to attend labour school. If the local president cannot attend, another member from the local executive can take his/her place and be covered by the NBNU expense policy.
- (d) **Travel to Labour School** - Salary will be paid for travel time for labour school.
- (e) **NBNU Staff Attendance** - As required, one labour relations officer shall attend labour school.

### ARTICLE 14 — MEMBERSHIP AND DUES

- (a) **Reimbursing Double Dues** - The NBNU shall reimburse an amount equivalent to the monthly union dues minus the local rebate to any nurse who pays monthly union dues to two separate employers for the same month. The Union will only reimburse dues, where applicable, for a retroactive period of twelve (12) months on the request of a member. This policy is to be included in the *Parasol* yearly.
- (b) **Bereavement** - A memorial to the value of \$25 shall be sent to the family of a Union member if either the Union member or a member of the member's immediate family dies, upon notification to the union office.
- (c) **Retirees** - An NBNU member who has fully retired shall be entitled to attend meetings of the local in which they were a member, meetings of the executive council or the annual general meeting. The retired member shall be entitled to speak at such meetings, but not have a vote.

### ARTICLE 15 — LOCALS

- (a) **Communication**
  - (1) All local presidents shall maintain a current home mailing address and e-mail address with provincial office.
  - (2) Notification will be sent to all local presidents and treasurers in December requesting that local balance sheets (as referred to under Article 7 (j)) and election results are to be sent to provincial office by February 28. A second reminder will be sent on February 1 (as referred to under Article 7 (k)).

- (3) If still non-compliant with the policy after March 1<sup>st</sup>, provincial office shall send a letter to the local president and local treasurer reiterating this policy and consequences of non-compliance.
- (4) If local balance sheets and election results are not received by March 1<sup>st</sup>:
  - (i) dues refunds and all other funds owing to the local will not be disbursed and will be held in trust for the local pending filing;
  - (ii) the local will not have voting rights at executive council or the AGM;
  - (iii) local presidents and other local executive will not be permitted to submit expenses to NBNU to attend executive council or the AGM;
  - (iv) local will not be eligible to attend other meetings paid by NBNU (i.e. CFNU, labour school, NB Federation of Labour); and
  - (v) no funding will be provided for National Nursing Week.
- (5) Locals will be reinstated in good standing upon receipt of outstanding election results and balance sheets.

(b) **Non-Functioning Local**

- (1) The executive director shall report to the president if any local has not held an election as provided under Article 20 of the *Constitution and By-laws*.
- (2) The president shall assign the appropriate labour relations officer the task of organising a meeting of all the members of such local for the purpose of determining whether executive positions can be filled (within a reasonable time) or whether the local should be determined to be non-functioning
- (3) Upon report to the president that the local is non-functioning, the president may direct that,
  - (i) the affairs of the local be conducted by the LRO assigned to the local;
  - (ii) the dues of the members of such local be held in trust at provincial office;
  - (iii) the local will not have voting rights at executive council or the AGM.
  - (iv) local will not be eligible to attend other meetings paid by NBNU (i.e. CFNU, labour school, NB Federation of Labour).
  - (v) such local may not participate in executive council, annual general meeting or draws for paid representation at conventions or labour school; and
  - (vi) communications ordinarily sent to the local shall be sent directly to individual members.
- (4) The president shall consider the merger of the local under Article 15 (c).
- (5) Upon election of a new local executive, the special conditions if any imposed by the president under section 3 shall be lifted.

(c) **Merger of Locals**

- (1) In accordance with the following procedures, the board of directors may at their discretion discontinue or merge a local where either the number of members does not reach the minimum established under the *Constitution and by-laws*, or the local is no longer functioning. Such members shall then be placed in another local.

- (2) On March 1<sup>st</sup> of each year, the membership records coordinator shall advise the president who shall then bring it to the attention of the board of directors whenever a local has dropped below the constitutional minimum of five members.

A letter will be sent to the local president to inform the local that their membership total does not meet the minimum requirements and that if such condition continues to exist for three months, their local status will be reviewed at the next board of directors meeting. The affected local may submit a written request for special consideration to maintain local status and the board may approve such request upon such terms as it may deem advisable.

- (3) In addition to the procedure set out above, where in the opinion of the NBNU president, a local is not functioning because of the inability to fill the position of local president after a reasonable period of time; a recommendation may be made to the board of directors to merge such local with another local. Before proceeding with such a recommendation, a letter will be sent to all members of the affected local, and the president or her delegate shall hold a meeting of the affected members to determine if anyone is willing to offer as local president and to canvass their views, and shall also hold a meeting with the local executive of the local into which the members are proposed to be merged.
- (4) Where the board of directors determines that a local shall be discontinued and its members merged with another local, arrangements shall be made to select a workplace representative in the affected common workplace(s). Such representative may serve on the local executive of the merged local.
- (5) Every effort shall be made to merge such locals before September 15 of each year to ensure participation by the newly merged local in the affairs of NBNU.

(d) **Workplace Representative**

- (1) The workplace representative shall be:
  - (i) the contact person, between the common workplace, the local executive and provincial office,
  - (ii) responsible for assisting the local president or the local executive member for the administration of grievances, and the servicing of grievances in the common workplace,
  - (iii) the representative of the common workplace on the professional practices committee, if necessary, and
  - (iv) responsible for the communication of Union issues within the common workplace, under the direction of the local president.

**ARTICLE 16 — LOCAL ASSISTANCE PLAN**

- (a) The finance committee will establish, on an annual basis, a fund for financial assistance to locals over and above their share of dues collected.
- (b) The purpose of the local assistance plan is to compensate a local president or designate for loss of salary for work performed as directed by provincial office, for duties to include but not limited to the conduct of elections, ratification and strike votes, labour management meetings, or workforce adjustment meetings where local funds are insufficient to pay for such work.

- (c) Access to the fund shall be upon written application by the local to the board of directors after the tasks have been completed.
- (d) The criteria for access to the fund shall be as follows:
  - (1) tasks as directed by provincial office,
  - (2) where performance of the task is under a deadline,
  - (3) where work cannot be reasonably performed on a volunteer basis,
  - (4) where a local has insufficient funds to pay for this work.

#### ARTICLE 17 — WORKFORCE ADJUSTMENT

- (a) **Workforce Adjustment Activities and Public Campaigns** - In recognition of the public campaigns established from time to time throughout the communities of the province relating to health care service cuts and members' job loss in which the Union's locals and/or regions will be involved and to address the financial strain on locals caused by workforce adjustment initiatives, NBNU establishes the following local/regional campaign assistance program:
  - (1) Upon written application to the board of directors, a local/region may be provided with up to \$1,000 to assist the local/region public campaign regarding service cuts and members' job loss or to address the financial strain on locals caused by workforce adjustment initiatives.
  - (2) The applying local/region will provide the following information in their application:
    - (i) what level of involvement will the local/region have in the planning, directing and responsibility of the campaign;
    - (ii) the plans anticipated for the use of the assistance; and
    - (iii) what recognition will the local/region receive with the contribution; i.e. with the local/region members, other participants in the campaign, the media.
  - (3) Following the conclusion of the campaign, the receiving local/region, through the applying representative, should provide the Union with a report of the campaign, including:
    - (i) the impact of the campaign, and
    - (ii) the use of the assistance.
  - (4) Should any printed material be produced for the campaign, the Union logo is to be displayed with those of other participating organizations, if any logos are to be displayed.
  - (5) This program serves to complement the Union's current practice of providing organizational, media and moral support.

#### ARTICLE 18 — OFFICIAL LANGUAGES POLICY

- (a) **Official Languages** – NBNU adheres to the following:
  - (i) that the provision of bilingual services be a priority of the New Brunswick Nurses Union;
  - (ii) that the New Brunswick Nurses Union strive to offer services in both official languages at all levels of the organization; and
  - (iii) that no employees be negatively affected by these initiatives.

- (b) **Translation Services** - All NBNU documents for the annual general meeting, executive council, local presidents or general membership, shall not be distributed unless they are available in both official languages at the time of distribution.

## ARTICLE 19 — NEGOTIATIONS

### (a) **Pre-negotiation preparations**

After the election of a new negotiating committee for the nurses, part III, nursing homes, and nurse managers and supervisors bargaining units (hereinafter referred to as the negotiating committee) and before commencement of bargaining, the NBNU will conduct the following process:

- (1) conduct an orientation for the new negotiating committee;
- (2) conduct a pre-bargaining survey of all members in the bargaining unit to gather information and determine bargaining priorities of the members;
- (3) conduct a bargaining conference comprised of all local presidents, the negotiating committee and the board of directors (and where practical in conjunction with the AGM in which case all delegates to the AGM shall be entitled to attend). This conference will review the results of the bargaining survey and establish broad bargaining priorities for the direction of the negotiating committee; and
- (4) conduct, following the bargaining conference, a regional tour of locals, or utilize telephone town hall meetings to present the results of the survey, report on the bargaining conference, and receive input from members directly in regards to bargaining priorities.

### (b) **Bargaining Procedures**

- (1) The negotiating committee will be responsible for and approve all proposals presented to the employer during bargaining.
- (2) During bargaining, the negotiating committee is not required to communicate the content of Union or employer proposals presented, agreed or rejected, to local presidents or any members until a tentative agreement is concluded between the committee and the employer.
- (3) The bargaining committee may conduct such additional surveys of members, locals and may consult with members and locals as to the direction of negotiations during the bargaining process.
- (4) All final agreements reached between the negotiating committee and the employer, are subject to the ratification process set out herein. Accordingly such agreements shall be considered as tentative and subject to ratification. The negotiating committee shall have the discretion to make to the membership any recommendation it wishes in relation to a tentative agreement.
- (5) The contents of the tentative agreement will be first presented to local presidents in the bargaining unit at a special meeting called for this purpose.
- (6) Contents of the tentative agreement will then be distributed to all members of the unit in advance of the ratification vote.

- (7) The negotiating committee shall conduct a ratification tour throughout the province at regional meetings or through other technologies (ie: telephone town hall) to explain the tentative agreement to members.
- (8) Details of a tentative agreement will not be provided to the media or the public until a ratification vote has been held and announced to local presidents.

(c) **Nursing Homes and Nurse Managers and Supervisors Bargaining Units**

The pre-bargaining process outlined above shall be followed in relation to the other provincial bargaining units where time permits and can be modified at the discretion of the board of directors and the negotiating committee. Surveys of members in these bargaining units may be conducted in conjunction with the Nurses, Part III survey and/or at a later time at the direction of the negotiating committee concerned.

(d) **Signing of contracts**

The following persons are to sign negotiated contracts for hospitals and nurse managers and supervisors: 1) the president of NBNU; 2) the unit representatives; 3) the executive director; 4) the negotiating committee members. The following persons are to sign negotiated contracts for nursing homes: 1) the president of NBNU; 2) the unit representative; 3) the executive director; 4) the negotiating committee members.

## **ARTICLE 20 — RATIFICATION PROCEDURES AND STRIKE VOTES**

- (a) The local ratification voting process is the responsibility of NBNU provincial office. It is noted that at the request of a negotiation committee, the board of directors may approve the utilization of an electronic voting method.
- (b) Voting on the tentative agreement shall take place following the provincial tentative agreement explanation meeting for local presidents.
- (c) Information regarding the tentative agreement should be made known to the membership prior to voting.
- (d) If a strike vote is required, it will be conducted under the direction of the Labour Board, and locals will be advised of the process to follow.
- (e) In the event that the board of directors does not approve the utilization of electronic voting for ratification votes, the voting process shall be the responsibility of the local president, who shall ensure the following process is adhered to:
  - (1) Voting shall be conducted by secret ballot only, placed in a secure ballot box. The ballot box should not be left unattended during the voting period.
  - (2) Each local must ensure that each member has cast only one vote.
  - (3) Votes shall be cast on ballots provided by provincial office.
  - (4) Scrutineers will work in pairs to count the vote.

- (5) To be eligible to vote, an individual must be currently recognized as a "member." To validate "members of a bargaining unit," refer to your most recent dues deductions list for those currently paying dues.
- (6) **Exception:**
- (i) A member in good standing of the Union may vote on issues presented to the general membership. A member of the Union who, at the time of such vote, is on layoff, a leave of absence pursuant to the collective agreement, including maternity or child care leave and nurses returning to work under employment insurance legislation before the end of their maternity or child care leave, shall continue to be a member in good standing of the Union without paying union dues and maintain all rights and privileges that this entails.
- (7) Results of the voting shall be called, faxed or e-mailed to the provincial office in Fredericton.
- The results of the vote should not be disclosed by the local president except to provincial office.
- (8) Results of the voting should include:
- (i) identification of local and member calling,
  - (ii) number of votes cast,
  - (iii) number of votes "ACCEPT,"
  - (iv) number of votes "REJECT," and
  - (v) number of votes "SPOILED."
- (9) Ballots are to be retained for a period of seven (7) days following the voting deadline and then disposed of unless instructed otherwise by provincial office.

(f) **Defense Fund**

- (1) NBNU shall establish a Membership Defense Fund.
  - (2) The fund shall not exceed the amount of \$5,000,000.
  - (3) All payments out of this fund shall be approved in advance by the board of directors.
  - (4) The purpose of the fund shall be restricted to the following:
    - (i) Payment of strike pay in accordance with the policies and rules as established by the board of directors in the event of a strike or lockout.
    - (ii) Extraordinary expenses of the Union incurred during a strike or lockout or in the lead up to a labour dispute.
    - (iii) Legal and other related expenses in the defense of fundamental labour rights of NBNU or its members.
- (g) In the event of a strike, the Union may place a levy of up to 50% of the wages of designated employees to support non-designated nurses assigned to strike duty.

**ARTICLE 21 — GENERAL**

- (a) NBNU will not release any information that could adversely affect the Union membership.
- (b) For all documents requiring an official seal, the NBNU seal will be affixed.



- (c) **Governor General Canadian Leadership Conference** - Every four (4) years, the NBNU board of directors will accept applications and will then forward eligible candidates to the Governor General's selection committee. The final selection of the participants is vested in the Governor General's Canadian Leadership Conference board of directors.
- (d) A copy of the updated *Constitution and By-laws* shall be maintained on the website.

## ARTICLE 22 — PRESIDENT'S POLICIES

- (a) **Position** - The member agrees to serve as full-time president of the Union and perform the duties as set out in the *Constitution and By-Laws* of the New Brunswick Nurses Union and any further duties as directed by the board of directors, executive council and/or membership at an annual general meeting.

- (b) **Term** - The term will expire in accordance with Article 13.01 e) of the *Constitution and By-Laws*.

Following the election of a new president at the annual general meeting or when the incumbent ceases to act as president as set out in the *Constitution and By-laws* of the New Brunswick Nurses Union whichever occurs first.

- (c) **Salary** - The president will be paid 15% above the top step of the highest paid unionized nurse in New Brunswick.

- (d) **Hours of work** - New Brunswick Nurses Union's office normal hours of work are 08:30 - 16:30 hrs, Monday to Friday. The office is closed during statutory holidays. The regular working day will consist of seven (7) hours, however, the president is expected to work the hours required to manage the affairs of the Union.

- (1) In recognition of the extra hours worked, the president shall have in addition to her regular vacation, an additional three (3) weeks' vacation in lieu of overtime.

- (2) These vacation weeks if not taken in the current year may be carried over to the next vacation pay year. If not taken in that year they will be paid out.

- (e) **Benefits** - Vacation accumulation and bereavement leave shall be as per the incumbent's collective agreement. NBNU will pay the employer portion of premiums for group life insurance.

- (f) **Sick leave** - The president shall be granted a sick leave bank of 20 days at the beginning of her term. The president will accumulate sick leave credits as per her/his collective agreement. If the president has need for further sick leave days, beyond what is available in the bank, and what has accumulated during her/his term, application may be made to the board of directors for consideration. Partial use of sick leave for illness or appointments will be as per the incumbent's collective agreement.

- (g) **LTD** - The president will make arrangements to maintain the Long Term Disability Plan with her employer during the leave of absence. The payments will be deducted from the president's salary by NBNU and remitted to the employer.

- (h) **Pension** - The president remains in her/his current plan, and NBNU pays the employer portion of that benefit.

- (i) **Health and Dental** - The president will remain in her/his present plan. The president will be required to make arrangements with her/his employer to have NBNU pay the employer portion.
- (j) **Union Dues** - The president will pay Union dues.
- (k) **Professional Fees** - Annual professional fees will be paid by NBNU.
- (l) **President's allowance** - The president is entitled to the mileage compensation for 52 return trips home per year if taken. The president will also receive a car allowance of \$6000/year paid in monthly instalments of \$500. Mileage and meal compensation as per NBNU's policy.
  - (1) Amount of four hundred dollars (\$400) towards a gym membership.
  - (2) The president shall receive an annual maximum employer contribution for combined pension and RRSP equal to 10.5% of the president's annual salary. RRSP portion not to exceed \$5,000.
- (m) **Accommodations** - NBNU is responsible to provide accommodation for an elected president whose place of residence is greater than 50 km radius of provincial office. Such accommodations will include utilities, heat, water, sewage, electricity, basic cable and telephone plus a long distance plan.
- (n) **Education Leave** – The president's education leave must be within the NBNU's yearly operational budget.
- (o) **Practicum** - The Union will grant a two week leave of absence for the president to return to her/his previous workplace to maintain a proficiency in her/his nursing practice. This leave will be taken in consideration of the operational requirements of the Union.
- (p) **Orientation for the President** - Upon the completion of the presidential mandate, or in the event the president resigns prior to the completion of the presidential mandate, the Union will be responsible to her/his former employer for the salary of the president to a maximum of four months to cover her/his orientation to her/his former position or any comparable position with the former employer.

In the event the president chooses not to return to the position, she/he held at the time of becoming president, she/he will be paid an amount equal to five days salary for each year she/he has held the office of president.

The president's term ends on the day of the election of the new president and the past president is paid five (5) weeks to orientate the new president.

Upon signing of NBNU collective agreements, the board of directors will review the *President's Policies* and make any necessary adjustments.

## ARTICLE 23 — STAFF POLICIES

- (a) **Staff Policy Manual** - The NBNU office shall have an office staff *Policy Manual* which will be under the administration of the executive director.
- (b) **Representation at Union Meetings** - The executive director shall attend all board of directors, annual general meetings and executive council meetings.

- (c) **NBNU Staff Union Contract, Executive Director, Manager of Finance and Human Resources and/or President's Policy Information** - All requests for information regarding the NBNU Staff Union collective agreement, the executive director's contract and/or manager of finance and human resources will be made to the president.
- (d) Contract information detailing salaries and benefits of all Union office personnel, including the president and executive director, will be made available to local presidents of NBNU, should such a request be made.

#### ARTICLE 24 — ELECTIONS INFORMATION

- (a) Any candidate offering for an elected position within NBNU will be given only the local president's contact information.
- (b) Biographical sheets will be e-mailed to all local presidents and placed on NBNU's website and/or newsletter.
- (c) The candidate can only contact individual members through the local president by sending mail or e-mail to be forwarded to individuals.
- (d) Campaign expenses are the sole responsibility of candidates.

#### ARTICLE 25 — INTERNSHIP PROGRAM

- (a) **Purpose:** The purpose of the Internship program is to provide advanced training and experience for NBNU activists.
- (b) The long-term goal is to enhance succession planning by introducing a number of activists to the work of the Union and to have available a number of trained activists to fill temporary and permanent vacancies as they arise.
- (c) **Process:** Interns will be selected at the beginning of each year for a six week internship program and in addition can be scheduled for relief work, special projects or assistance as operational requirements dictate and in accordance with the budget set for this program from time to time.
- (d) **Duties:** Interns will receive an orientation at the beginning of their internship and a review and evaluation at the end.
- (e) Interns will be under the direct supervision of an LRO or the executive director and when performing relief work in a territory will assist an LRO in servicing tasks and be gradually introduced to more complex duties as they gain experience.
- (f) Internships may also be available for specific projects of NBNU such as lobby campaigns, organizing, or strike preparations.
- (g) **Qualifications:** Interns will have some previous experience as a local president or local executive officer (minimum 2 years).
- (h) Interns will be required to demonstrate an ability to work effectively with members and solve problems at the local level.

- (i) Selection of interns shall be made by the board of directors.
- (j) Members of the board of directors will not ordinarily be eligible for internships.
- (k) **Salary and Benefits:** Interns will be required to obtain Union leaves of absence from their positions and will be paid salary and benefits in accordance with their bargaining unit positions as per their collective agreement. Interns will not be members of the staff union. Accommodation and per diem expenses will be as per directive of the board of directors (or as per policy).
- (l) NBNU will advertise the program and invite applications on the website and its publications.

## ARTICLE 26 — CONFLICT OF INTEREST POLICY

- (a) **Purpose:** It is in the best interest of NBNU to be aware of and properly manage all conflicts of interest and appearances of a conflict of interest. This conflict of interest policy is designed to help board of directors, local executive members and/or members of NBNU to identify situations that present potential conflicts of interest and to provide NBNU with a procedure to appropriately manage conflicts in accordance with legal requirement and the goals of accountability and transparency in NBNU operations.
- (b) **Conflict of Interest Defined** – In this policy, a person with a conflict of interest is referred to as an “interested person.” For purposes of this policy, the following circumstances shall be deemed to create a conflict of interest:
  - (1) A director, local executive member and/or member (or family member of any of the foregoing) is a party to a contract, or involved in a transaction with NBNU for goods or services.
  - (2) A director, local executive member and/or member (or family member of any of the foregoing) has a material financial interest in a transaction between NBNU and an entity in which the director, local executive member and/or member (or a family member of the foregoing), is a director, officer, agent, partner, associate, employee, trustee, personal representative, receiver, guardian, custodian, or other legal representative.
  - (3) A director, local executive member and/or member (or a family member of the foregoing) is engaged in some capacity or has a material financial interest in a business or enterprise that competes with NBNU.
  - (4) Other situations may create the appearance of a conflict, or present a duality of interests in connection with a person who has influence over the activities or finances of NBNU. All such circumstances should be disclosed to the board of directors, president or executive director, as appropriate, and a decision made as to what course of action the organization or individuals should take so that the best interests of NBNU are not compromised by the personal interests of stakeholders in NBNU.
- (c) **Gifts, Gratuities and Entertainment** – Accepting gifts, entertainment or other favors from individuals or entities can also result in a conflict or duality of interest when the party providing the gift/entertainment/favor does so under circumstances where it might be inferred that such action was intended to influence or possibly would influence the interested person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertaining of nominal or insignificant value which are not related to any particular transaction or activity of NBNU.

(d) **Definitions**

- (1) A “Conflict of Interest” is any circumstance described in part 2 of this policy.
- (2) An “Interested Person” is any person serving as a director, local executive member or member who has a personal interest that is in conflict with the interests of NBNU.
- (3) A “Family Member” is a spouse, parent, child or spouse of a child, brother, sister, or spouse of a brother or sister, of an interested person.
- (4) A “Material Financial Interest” in an entity is a financial interest of any kind, which, in view of all the circumstances, is substantial enough that it would, or reasonably could affect an interested person’s or family member’s judgment with respect to transactions to which the entity is a party.
- (5) A “Contract or Transaction” is any agreement or relationship involving the sale or purchase of goods or services, the providing or receipt of a loan or grant, the establishment of any other type of financial relationship, or the exercise of control over another organization. The making of a gift to NBNU is not a contract or transaction.

(e) **Procedures**

- (1) Prior to a board or local committee action on a contract or transaction involving a conflict of interest, a director or member having a conflict of interest and who is in attendance at the meeting shall disclose all facts material to the conflict of interest. Such disclosure shall be reflected in the minutes of the meeting. If Board members are aware that staff or other volunteers have a conflict of interest, relevant facts should be disclosed by the board member or by the interested person himself/herself if invited to the board meeting as a guest for purposes of disclosure.
- (2) A director or local executive member or other member who plans not to attend a meeting at which he or she has reason to believe that the Board or local committee will act on a matter in which the person has a conflict of interest shall disclose to the chair of the meeting all facts material to the conflict of interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
- (3) A person who has a conflict of interest shall not participate in or be permitted to hear the board’s or local committee’s discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
- (4) A person who has a conflict of interest with respect to a contract or transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote.
- (5) The person having a conflict of interest may not vote on the contract or transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person’s ineligibility to vote shall be reflected in the minutes of the meeting.

- (6) Interested persons who are not members of the board of directors of NBNU, or who have a conflict of interest with respect to a contract or transaction that is not the subject of Board action, shall disclose to the president any conflict of interest that such interested person has with respect to a contract or transaction. Such disclosure shall be made as soon as the conflict of interest is known to the interested person. The interested person shall refrain from any action that may affect NBNU's participation in such contract or transaction.

## ARTICLE 27 — HARASSMENT POLICY

- (a) **Scope** – This policy covers all members in their relation to each other as members of NBNU. It does not apply to workplace situations not directly related to Union activities but includes interactions which occur at any place where NBNU business is being conducted, at NBNU sponsored social gatherings and events, while travelling on NBNU business, attending seminars, conferences or meetings. This policy also applies to all local meetings and events.
- (b) **Policy Statement** – Members are entitled to interact within the Union in an environment free from harassment. NBNU is committed to a harassment free Union where everyone is treated with dignity and respect.
- (c) **Definitions** – Harassment means any objectionable conduct, comment or display by a person that is known, or ought reasonably be known to be unwelcome, and:
- (1) is directed at a member;
  - (2) is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry, or place of origin;
  - (3) constitutes a threat to the health or safety of the member;
  - (4) involves sexual harassment, which is conduct, comments, gestures or contact of a sexual nature that is offensive, unsolicited or unwelcome;
  - (5) includes personal harassment which is unwelcome, comments or actions directed at a member, which is not necessarily based on one of the prohibited grounds described above, but may be abusive and/or humiliating and/or interfere with a member's ability to participate in Union activities. Personal harassment may include but is not limited to:
    - (i) verbal abuse or threats;
    - (ii) insulting, derogatory or degrading comments, jokes or gestures;
    - (iii) refusing to work or cooperate with others,
    - (iv) unwelcome physical contact, and
    - (v) Cyberbullying – which includes, but is not limited to: personal attacks, threats, degradation, malicious embarrassment, humiliation and/or defamation through the use of a computer taking place in social networks and/or internet tools (Facebook, Email, Blogs, etc.)
- (d) **Complaints Procedure**
- (1) Complaints concerning breach of this policy shall be made in writing to the president.

- (2) The president shall conduct an investigation in an attempt to mediate the complaint in a manner satisfactory to the complainant.
- (3) After investigation and where the complaint cannot be resolved through mediation, the President, in her absolute discretion, may refer the matter to the board of directors to be dealt with under Article 26 as a disciplinary matter.
- (4) If a member of the board of directors is directly involved in the complaint, the board of directors may refer the complaint to an independent investigator for investigation, report and recommendation to the board.
- (5) In the event the complaint proceeds to the board of directors and/or an independent investigator under paragraph 4, both the complainant(s) and the respondent(s) shall have the right to:
  - (i) receive written information relating to the complaint,
  - (ii) respond to the complaint in writing,
  - (iii) be present and be heard by the investigator or board of directors,
  - (iv) the investigator and/or board of directors may, at their sole discretion, interview and hear other witnesses. All questions to any such witness will be made by the investigator and/or president.
- (6) In determining a complaint, the board of directors shall exercise its powers under Article 26 of the *Constitution and Bylaws*, including the power to suspend or remove a local officer or executive member from her position, suspend or fine a member, or prohibit a member from attending meetings.
- (7) Decisions of the board of directors upon conclusion of a hearing or upon acceptance of the recommendation of an investigator shall be final and binding on all parties.

#### **ARTICLE 28 — DISCIPLINE**

- (a) Any member who shall be guilty of conduct detrimental to the Union shall be subject to expulsion, suspension, fine or reprimand after a fair hearing conducted by the board of directors.
- (b) For greater certainty, but not so as to restrict the generality thereof, conduct detrimental to the Union, shall be deemed to include, but not be limited to:
  - (1) Violating any provision of the Constitution and By-Laws of the Union, or the by-laws of the local.
  - (2) Engaging in any activity or course of conduct contrary or detrimental to the welfare or best interest of the Union or local.
  - (3) Working membership in any organization competing with the Union to represent persons eligible for membership in the Union.
  - (4) Urging or advocating that a member or local bring any action relating to Union or local business in a court of law against the Union or local without first exhausting all remedies available under the Constitution and By-Laws.
  - (5) Obtaining membership under fraudulent means or by misrepresentation.

- (6) Revealing information about the affairs of the Union or local to a person or persons not entitled to such knowledge in a manner detrimental to the welfare or best interest of the Union or local.
  - (7) Causing or advocating a stoppage of work because of any alleged grievance or dispute in violation of any existing collective agreement or without the consent of the board of directors.
  - (8) Willfully circulating false or defamatory statement or reports concerning members of the Union or local.
  - (9) Bringing false charges under this article without reasonable grounds for believing such charges to be true.
  - (10) Misappropriation of Union funds and/or resources.
  - (11) Willfully engaging in acts of harassment and/or discrimination.
- (c) Complaints can be made under this article by any member or initiated by the board of directors. All complaints shall be in writing and submitted to the president.
- (d) The rules governing the hearing by the board of directors shall be as follows:
- (1) A member named in the complaint shall be notified in writing of the complaint.
  - (2) The member concerned shall be given not less than 30 days' notice in writing by registered mail of the meeting of the board of directors at which time, the board of directors will hear the complaint made against the member.
  - (3) Such notice shall set out in detail the complaint made against the member.
  - (4) The member shall be entitled to be assisted at the meeting by a legal representative or other representative of her choice but at her own cost. Employees of NBNU shall not be eligible to provide such representation.
  - (5) Witnesses may be called to present statements.
  - (6) The member shall be notified, in writing by registered mail of the decision of the board of directors following the meeting.
  - (7) If a complaint is made against a board member, the board member shall not participate in any deliberations by the board of directors in relation to the complaint.
  - (8) Where the board of directors in whole or in part is the subject of a complaint, the president in her discretion may refer the complaint to an independent investigator. The outside investigator may investigate the complaint, provide mediation if required and make findings with respect to the breach of this article and make recommendations to the President for resolution of such complaint.
- (e) A member who is reprimanded shall remain a member in good standing of the Union.



- (f) A member who is fined shall be deemed to be a member not in good standing until such time as the amount of the fine specified by the board of directors is paid in full.
- (g) A member deemed not to be in good standing shall remain a member of the Union eligible to vote in a strike vote and attend information sessions regarding negotiations prior to a strike vote, but is not eligible to attend other meetings, participate in other votes held by the Union or local, hold office or be a nominee for office of the Union or local for such period of time as specified by the board of directors.
- (h) In any situation in which there is reason to believe that a local has adopted or undertaken policies or activities contrary to the objectives and policies of the Union, or engaged in conduct detrimental to the Union as set forth in paragraph (b) above, the board of directors shall conduct an investigation into the affairs of the local and the board of directors may:
  - (1) suspend the local on such terms and conditions as the board of directors may see fit. Suspension of the local means all members of said local shall lose their good standing until the terms and conditions as set by the board of directors have been met; or
  - (2) appoint the Union as the representative of the local;
  - (3) require the local to amend and rectify any policies or activities contrary to the principles and policies of the Union. This request will be given in writing to the local stating a period of time allowed to rectify the situation.
- (i) Where the board of directors determines that the rights of a local are to be revoked, the Local shall be entitled to a hearing before the board of directors within 3 months.
- (j) Where a local is suspended, the board of directors may order that all funds and properties of any nature held by the local shall be in trust for the purpose of affecting 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 1 year, such funds and properties shall remain with the Union.
- (k) Where the board of directors orders that all funds and properties held by a local shall be held in trust of the Union, it shall be the duties 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 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.
- (l) Where the board of directors appoints the Union in trust of a local, the Union shall perform all functions of the local under this Constitution, and shall have all the authority required to conduct the affairs of the local.
- (m) The president shall have the authority, upon the hearing and determination of a complaint, to remove all or any elected officers of a local found to be in breach of this article and to place the local under direct supervision of the president or her delegate for such time is necessary (provided however such supervision shall not last more than one year). Prior to the end of supervision, the President may conduct new elections for the election of officers in such local.

## ARTICLE 29 — UNIT REPRESENTATIVE AND NEGOTIATING COMMITTEE ELECTIONS

- (a) The conduct of votes in elections for unit representatives and members of the bargaining unit negotiating committees are the responsibility of the local presidents in that bargaining unit.
- (b) Elections under this article shall be administered by a designated staff member who shall be the Chief Electoral Officer.
- (c) Information regarding candidates for the positions shall be circulated by NBNU on the NBNU website and e-mailed to local presidents prior to voting.
- (d) Each local shall determine its own dates and hours of voting to make the voting available to the greatest number of members.
- (e) Voting rules shall be as follows:
  - (1) Voting shall be conducted by secret ballot only.
  - (2) Each local must ensure that each member has cast only one vote.
  - (3) Votes shall be cast on ballots provided by provincial office.
  - (4) Scrutineers will work in pairs to count the vote.
  - (5) To be eligible to vote, an individual must be currently recognized as a "member in good standing." To validate members, locals shall refer to your most recent dues deductions list for those currently paying dues.
  - (6) **Exception:**
    - (i) A member in good standing of the Union may vote on issues presented to the general membership. A member of the Union who, at the time of such vote, is on layoff, a leave of absence pursuant to the collective agreement, including maternity or child care leave and nurses returning to work under employment insurance legislation before the end of their maternity or child care leave, shall continue to be a member in good standing of the Union without paying union dues and maintain all rights and privileges that this entails.
- (f) Results of the voting shall be called, faxed or e-mailed to the provincial office in Fredericton, to the phone number and contact indicated in the memo to local presidents before the deadline established in such memo. The results of the vote should not be disclosed by the local president except to provincial office.
- (g) Results of the voting should include:
  - (1) identification of local;
  - (2) number of votes cast; and
  - (3) number of votes for each candidate.
- (h) Ballots are to be retained for a period of seven (7) days following the voting deadline and then disposed of unless instructed otherwise by provincial office.