



# Constitution and By-laws

(As amended by voting delegates at the  
NBNU Annual Meeting in October 2017)

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

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# CONSTITUTION

## ARTICLE 1 – NAME

- 1.01 This organization shall be known as the New Brunswick Nurses Union (hereinafter referred to as either the "Union" or "NBNU").
- 1.02 In the interpretation of this Constitution, the feminine gender used herein shall mean and include the masculine, and the singular shall include the plural and vice-versa as applicable.
- 1.03 The provincial office shall be in Fredericton, N.B.

## ARTICLE 2 – OBJECTIVES

- 2.01 The objective of NBNU shall be the advancement of the social, economic and general welfare of its members and potential members including particularly the following:
- (a) to regulate the employment relations between its members and their employers including, particularly, the negotiation and enforcement of collective agreements between them;
  - (b) to promote high professional standards of practice and appropriate working conditions with a view to achieving the best attainable patient care;
  - (c) to organize and recruit new members;
  - (d) to influence legislation so as to safeguard the rights of its members and the public at large;
  - (e) to encourage co-operation with related fields and organizations;
  - (f) to encourage the education of its members in such manner as may be deemed advisable to achieve these objectives;
  - (g) to provide as much employment security for the members as possible;
  - (h) to promote the important role of nurses in the health care system and to expand on its value publicly;
  - (i) The Union shall have English and French as its official languages.
  - (j) The Union may become affiliated with, or disaffiliated from, another central labour organization by a majority vote of delegates attending an annual meeting (October 2009).

### **ARTICLE 3 – AMENDMENTS**

3.01 Amendments to this Constitution shall be conducted in accordance with Article 29 of the By-Laws.

### **ARTICLE 4 – RULES OF PROCEDURE AT MEETINGS OF NBNU**

4.01 In all matters not regulated by the *Constitution and By-Laws* or the NBNU rules of procedure, *Robert's Rules of Order Newly Revised* shall govern.

### **ARTICLE 5 – INTERPRETATION OF THE CONSTITUTION AND BY-LAWS**

5.01 The President shall have the authority to interpret the *Constitution and By-Laws* and his/her interpretation is conclusive and in full force and effect unless reversed or changed by the Board of Directors, or the membership at the Annual or Special Meetings.

### **ARTICLE 6 – LOCAL CONSTITUTION AND BY-LAWS**

6.01 Locals of the Union shall be governed in accordance with a *Constitution and By-Laws*. Each local may either create a local *Constitution and By-Laws* or adopt the *Constitution and By-Laws* of NBNU. All local *Constitution and By-Laws* shall be in conformity with the *Constitution and By-Laws* of the New Brunswick Nurses Union. In the absence of a local *Constitution and By-Laws*, or in the event of a conflict, the *Constitution and By-Laws* of NBNU shall prevail.

### **ARTICLE 7 – INTERPRETATION**

7.01 In the *Constitution and By-Laws*:

"Union" shall mean the New Brunswick Nurses Union.

"Member" shall mean a person who is recognized by one of the bargaining units as an employee and who pays the monthly Union dues.

"Meeting" shall mean any meeting or conference of the Union.

"Day" shall mean a calendar day.

## ARTICLE 8 – FUNCTIONS

- 8.01 The Union shall act as bargaining agent:
- (a) under the *Public Service Labour Relations Act* for the locals of the hospitals and other portions of the Public Service listed in the First Schedule to the *Public Service Labour Relations Act* in accordance with the authority vested in the Union by the constitutions of the said locals; and
  - (b) under the *Industrial Relations Act* for those bargaining units of nurses and allied health workers (only those holding membership in NBNU in 1988) which are appropriate for collective bargaining under the *Industrial Relations Act*.
- 8.02 The Union shall provide:
- (a) each member of the appropriate bargaining unit the opportunity to vote during the ratification period on any proposed collective agreement which would apply to their bargaining unit before it is accepted by the Union; and
  - (b) a collective agreement which applies to a bargaining unit shall be accepted by the Union only after a vote has been conducted of the members of the bargaining unit to whom the agreement will apply, and a majority of those that have voted in favour of its acceptance.
- 8.03 The Union shall provide staff to assist the membership of the bargaining units to administer and enforce the terms.
- 8.04 The Union shall promote education and unity among its membership.
- 8.05 The Union shall actively participate in labour, health and social issues.
- 8.06 The Union shall provide pertinent information regarding the organization to all potential members of the Union.
- 8.07 The Union officers shall present a yearly report to the membership in attendance at the annual meeting.

## ARTICLE 9 – MEMBERSHIP

- 9.01 All locals of hospitals and other portions of the Public Service listed under the First Schedule of the *Public Service Labour Relations Act* and pursuant to Section 27 of that *Act*, all registered or graduate nurses and allied health workers who are eligible to engage in collective bargaining, who are members of the said locals and all nurses and allied health workers who are included within bargaining units under the *Industrial Relations Act* are eligible for membership in the Union.

- 9.02 All persons who are eligible for membership as provided in Article 9.01 and who are employed in a unit for which the Union does not hold the certification of bargaining authority and who request such certification shall sign an application for membership in the Union.
- 9.03 A member in good standing of the Union shall be a dues paying member, subject to Article 9.04, who upholds the objectives of the Union.
- 9.04 A member in good standing of the Union may vote on any issue 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 the 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.

## **ARTICLE 10 – OFFICERS OF THE UNION**

- 10.01 The elected officers of the Union shall be composed of the following, each of whom shall be a member of the Union:
- 1) President,
  - 2) Vice-President
  - 3) 2<sup>nd</sup> Vice-President, and
  - 4) Secretary-Treasurer.
- 10.02 Members elected to the positions of President, Vice-President, 2<sup>nd</sup> Vice-President, Secretary-Treasurer shall hold office for a two (2) year term.
- 10.03 (a) The President and Secretary-Treasurer shall be elected in each even numbered year, and shall assume their term immediately following the Annual Meeting at which they were elected.
- (b) The Vice-President and 2<sup>nd</sup> Vice-President shall be elected in odd numbered years, and shall assume their term immediately following the Annual Meeting at which they were elected.

## **ARTICLE 11 – ELECTION OF OFFICERS**

- 11.01 (a) The Annual Meeting Operations Committee or any person or persons acting with its authority shall prepare, through consultation with the locals, nominations for the offices of President, Vice-President, 2<sup>nd</sup> Vice-President, Secretary-Treasurer and send them to the President of each local at least forty-five (45) days prior to the Annual Meeting at which an election of officers is to be held together with instructions for nominating candidates.
- (b) To be eligible for nomination to the office of President, Vice-President and 2<sup>nd</sup> Vice-President, a member must have previously served as an elected member on the Executive Council.

- (c) To be eligible for nomination to the office of Secretary-Treasurer, a member must have previously served as an elected member on the NBNU Finance Committee within the past five (5) years or must have previously served as an elected member on the Executive Council.
- 11.02 Election of members to the positions of President, Vice-President, 2<sup>nd</sup> Vice-President, Secretary-Treasurer, subject to other provisions of these By-Laws, shall be by majority vote of the accredited delegates voting at an Annual Meeting of the Union. Voting shall be by secret ballot.
- 11.03 The election to each office shall be completed before any subsequent election takes place.
- 11.04 Scrutineers shall be appointed by the presiding officer in accordance with Article 23.04.
- 11.05 (a) Balloting will continue by the voting delegates at the Annual Meeting until one candidate receives a majority of the votes.
- (b) If a subsequent ballot is required, the candidate receiving the least number of votes on the preceding vote will have her name dropped from the ballot.

## **ARTICLE 12 – THE BOARD OF DIRECTORS**

- 12.01 There shall be a Board of Directors composed of:
- (a) President,
  - (b) Vice-President,
  - (c) 2<sup>nd</sup> Vice-President
  - (d) Secretary-Treasurer,
  - (e) four Unit Representatives from three bargaining units.
    - (i) Hospitals – Hospital Bargaining Unit,
    - (ii) Community Care – Hospital Bargaining Unit,
    - (iii) Nursing Homes Bargaining Unit, and
    - (iv) Nurse Managers/Supervisors Bargaining Unit.
- 12.02 A Board of Director *member* who shall for any reason cease to hold office shall forthwith turn over to the Board of Directors all documents, records, books, furniture, funds, chattels, assets and other property of the Union then in her possession.
- 12.03 Any Board of Director member who absents herself from two (2) consecutive meetings, without reason satisfactory to the Board of Directors, shall no longer be a member of the Board of Directors and such office shall be declared vacant.
- (a) In the event that the President should resign, die or otherwise cease to act, the office will be filled in accordance with Article 13(b).



- (b) In the event that the Vice-President, 2<sup>nd</sup> Vice-President or Secretary-Treasurer should resign, die or otherwise cease to act, the Executive Council shall elect by and from themselves a replacement for the unexpired terms.
- (c) In the event that a Unit Representative should resign, die or otherwise cease to act, the replacement shall be elected by the particular unit concerned for the unexpired term.

**ARTICLE 13 – DUTIES AND RESPONSIBILITIES OF THE MEMBERS OF THE BOARD OF DIRECTORS**

- 13.01 (a) **President** – The President of NBNU shall:
- (1) preside at all meetings of the Union;
  - (2) be the official spokesperson of the Union;
  - (3) be ex-officio member of all committees of the Union;
  - (4) be responsible for carrying out the policies of the Union;
  - (5) be responsible for preparation for meetings and action to be taken on matters arising from the meeting;
  - (6) be responsible with the Executive Director, for internal and external communications with membership, the public, other unions, organizations, and the government;
  - (7) be the NBNU National Officer on the CFNU Board (As the National Officer, she shall be charged with the responsibility of representing the interests of NBNU at meetings of CFNU and shall assist in establishing and maintaining communication between NBNU and CFNU.);
  - (8) present a report to all general meetings;
  - (9) be responsible, with the Executive Director, for the overall management and direction of NBNU;
  - (10) be accountable to the NBNU Board of Directors;
  - (11) be responsible for developing and maintaining communication with NANB;
  - (12) act as a signatory on documents and cheques as required to conduct Union business;
  - (13) perform other duties as directed by the Board of Directors; and
  - (14) have the authority to delegate duties as required.
- (b) **Vice-President** – The Vice-President of NBNU shall:
- (1) preside at all meetings where the President is absent;
  - (2) act as interim President should the President resign, die or otherwise cease to act, until such time as a new President is elected;
  - (3) be a member of the Board of Directors, Executive Council, and Staff Relations Committee;
  - (4) be a voting delegate at the Annual and Special Meetings of NBNU;
  - (5) perform other duties as directed by the President and/or the Board of Directors; and
  - (6) be accountable to the Union through the Board of Directors.
- (c) **2<sup>nd</sup> Vice-President** - The 2<sup>nd</sup> Vice-President of NBNU shall:
- (1) carry out generally the objectives of the Union;

- (2) be a member of the board of directors, the executive council and all other committees as determined by the president and the board of directors;
- (3) be a voting delegate at the annual or special meetings of NBNU;
- (4) be familiar with all contracts;
- (5) participate in all lobbying activities; and,
- (6) be the board member responsible for overseeing liaison between NBNU and affiliated labour, community and social networks, health coalitions and all related projects as assigned by the board of directors.

(d) **Secretary-Treasurer** – The Secretary-Treasurer of NBNU shall:

- (1) be a member of the Board of Directors, Executive Council, Staff Relations Committee and Finance Committee;
- (2) be a voting delegate at the Annual and Special Meetings of NBNU;
- (3) be involved in all financial matters of the Union including budgeting and investments;
- (4) review the monthly financial statements and present a report to the Board of Directors and Council;
- (5) be responsible for records of minutes of the Board of Directors, Executive Council and Annual Meetings;
- (6) present a report to the Annual Meeting which includes:
  - (a) minutes of the previous Annual Meeting and any intervening special meetings,
  - (b) current financial position,
  - (c) audited financial statements,
  - (d) investment portfolio,
  - (e) budget and notes, and
  - (f) any other report as directed by the Board of Directors, Council or Finance Committee;
- (7) act as signatory on cheques as required to conduct Union business;
- (8) perform other duties as directed by the Board of Directors; and
- (9) be accountable to the Union through the Board of Directors.

(e) **The Unit Representative(s)** – The Unit Representative(s) of NBNU shall:

- (1) carry out the general the objectives of the Union for all Union members;
- (2) be a member of the Board of Directors, Executive Council, Negotiating Committee, and Educational Leave Committee of respective bargaining unit;
- (3) be a voting delegate at all meetings of the Union;
- (4) representing the views of their bargaining unit at the board of directors and executive council meetings;
- (5) act as a liaison between the membership of the bargaining unit from which the member was elected and the Board of Directors and Executive Council;
- (6) act as the chairperson of the negation committee of their respective bargaining unit;
- (7) encourage participation and input from the bargaining unit membership;
- (8) be available to membership of the bargaining unit; and
- (9) be knowledgeable of NBNU collective agreements.

- (f) **Past President:** The Past President of NBNU shall serve for five (5) weeks following the election of a new President and during that time shall be responsible for orientation of the new President.

#### **ARTICLE 14 – DUTIES AND RESPONSIBILITIES OF THE BOARD OF DIRECTORS**

- 14.01 The Board of Directors shall be responsible for the administration of the affairs and activities of the Union when the Union is not in meeting.
- 14.02 The Board of Directors shall, subject to any general policies established by the Annual Meeting and the Executive Council, assist the Negotiating Committee in the development of bargaining positions and tactics in the interests of obtaining the best possible proposed agreement for submission to the membership.
- 14.03 No monies of the Union shall be expended without the authorization of the Board of Directors. If expenses up to an excess of \$10,000 beyond the approved annual budget are contemplated, approval of the Board of Directors in consultation with the Finance Committee will be required. Over \$10,000 beyond the approved annual budget, approval of Executive Council will then be required.

#### **ARTICLE 15 – MEETINGS OF THE BOARD OF DIRECTORS**

- 15.01 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, made in writing to the President. In any event, the Board of Directors shall meet at least six (6) times a year.
- 15.02 The time and place of meetings of the Board of Directors shall be determined by the President. Any meeting requested by no fewer than three (3) members of the Board of Directors pursuant to the provisions of Article 15.01 shall be held within thirty (30) days of the receipt by the President of any such request. Every member shall be given at least twenty-one (21) days' notice of such meetings, except in cases of emergency meetings.
- 15.03 A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business.
- 15.04 Unless otherwise provided in these By-Laws, any questions arising at a meeting of the Board of Directors shall be decided by a majority vote of the members present. Voting shall be made by a show of hands unless a poll is requested.
- 15.05 Each member of the Board of Directors, excluding the President, shall be entitled to one vote on each question which is voted upon at the meeting. In the case of a tie, the President shall be entitled to cast a deciding vote.

- 15.06 When it is necessary that the Board of Directors take action and it is not possible or feasible to hold a meeting, the President or anyone acting with her authority may contact members of the Board of Directors by phone or other means of communication to determine the action to be taken. Any action so taken shall constitute action of the Board of Directors if it had acted in formal meetings and shall be reviewed at the next meeting of the Board of Directors and shall be a part of the minutes thereof.

#### **ARTICLE 16 – THE EXECUTIVE COUNCIL**

- 16.01 There shall be an Executive Council composed of:
- (a) President,
  - (b) Vice-President,
  - (c) 2<sup>nd</sup> Vice-President,
  - (d) Secretary-Treasurer,
  - (e) One Unit Representative from each of the bargaining units for which the Union is bargaining agent, and
  - (f) Local Presidents from each of the locals defined in Appendix "A" to these By-Laws.

#### **ARTICLE 17 – DUTIES AND RESPONSIBILITIES OF THE MEMBERS OF THE EXECUTIVE COUNCIL**

- 17.01 The Local Presidents as members of Executive Council shall:
- (1) carry out generally the objectives of the Union,
  - (2) be a member of the Executive Council,
  - (3) be a voting delegate at the Annual or Special Meetings of the Union,
  - (4) be responsible for Local Political Lobbying,
  - (5) represent the interest of the local to the Union through the Executive Council, and
  - (6) establish and maintain communication between the Board of Directors and members of their local.

#### **ARTICLE 18 - DUTIES AND RESPONSIBILITIES OF THE EXECUTIVE COUNCIL**

- 18.01 The Executive Council shall be responsible for receiving and approving reports from the Board of Directors at its meetings. Executive Council members shall be responsible for reporting on concerns and matters of provincial interest from their local.

#### **ARTICLE 19 – MEETINGS OF THE EXECUTIVE COUNCIL**

- 19.01 The Executive Council shall meet at the call of the President or at the request of no fewer than thirty-five (35) members of the Executive Council, made in writing to the President. In any event, the Executive Council shall meet at least once a year.

- 19.02 The time and place of meetings of the Executive Council shall be determined by the President. Any meeting requested by no fewer than thirty-five (35) members of the Executive Council pursuant to the provision of Article 19.01 shall be held within thirty (30) days of the receipt by the President of any such request. Every member shall be given at least twenty-one (21) days' notice of such meetings, except in the circumstance of an emergency meeting as determined by the Board of Directors.
- 19.03 A majority of the members of the Executive Council shall constitute a quorum for the transaction of business.
- 19.04 Subject to Article 19.03, any questions arising at a meeting of the Executive Council shall be decided by a majority vote of the members present. Voting shall be made by a show of hands unless a poll is requested. Each member of the Executive Council, excluding the President, shall be entitled to one vote on each question which is voted upon at the meeting. In the case of a tie, the President shall be entitled to cast a deciding vote.
- 19.05 When it is necessary that the Executive Council take action and it is not possible or feasible to hold a meeting, the President or anyone acting with her authority may contact members of the Executive Council by phone or other means of communication to determine the action to be taken. Any action so taken shall constitute action of the Executive Council as if it had acted in formal meetings and shall be reviewed at the next meeting of the Executive Council and shall be a part of the minutes thereof.

## **ARTICLE 20 – LOCAL REPRESENTATION**

- 20.01 (a) Within 120 days after the date of the Annual Meeting, the locals designated under the even numbered locals (2, 4, 6, 8, 10, etc...) shall conduct elections among their members for their Local President to sit on Executive Council, following the Annual Meeting in even numbered years. The results of this vote shall be reported to the Union office. Elections from odd numbered locals (1, 3, 5, 7, 9, etc...) shall be conducted within 120 days following the Annual Meeting in odd numbered years.
- 20.02 (a) In the event that any local does not elect its Local President to the Executive Council within 120 days, the President of the Union shall call a meeting of the members of the local for the purpose of electing the Local President to the Executive Council from that local.
- (b) In the event that a dispute occurs within the local over the election of the Local President to the Executive Council, the President of the Union shall call a meeting of the members of the local for the purpose of resolving a dispute.
- 20.03 In the event of a Local President being unable to attend an Executive Council, Annual or Special Meeting, the local is entitled to send a substitute member, with full voting privileges.
- 20.04 Members of the Union may attend Executive Council meetings as observers.

## **ARTICLE 21 – ELECTION OF UNIT REPRESENTATIVES AND NEGOTIATING COMMITTEE MEMBERS**

- 21.01 (a) Within ninety (90) days after the signing of a Collective Agreement for the Unit, the members of the bargaining unit shall elect their respective Unit Representative. Nomination forms shall be sent out within thirty (30) days of the signing of the agreement.
- (b) Nine (9) months prior to the expiry date of a collective agreement, the members of the bargaining unit shall elect the members of the Bargaining Unit's Negotiating Committee. Nomination forms shall be sent out eleven (11) months prior to the expiry date of the agreement.

## **ARTICLE 22 - MEETINGS OF THE UNION**

- 22.01 The Union shall hold an Annual Meeting each year at such time and place as is determined at the previous Annual Meeting.
- 22.02 A special meeting of the Union may be called at any time and place at the request in writing of at least thirty-five (35) members of the Executive Council or of at least one-third (1/3) of the locals evidenced by notice in writing signed by the President of each and shall be held within forty-five (45) days of the receipt by the President of the Union of any such request. Any such request shall specify the subjects to be considered at such a special meeting.
- 22.03 Every local shall be given at least thirty (30) days' notice of Annual Meetings and at least twenty (20) days' notice of Special Meetings. The notice shall be sent to the Local President. The President of each local shall make every reasonable effort to inform the members of the local of the said meetings.
- 22.04 The form of notice of meetings shall specify the subjects 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 at that meeting.
- 22.05 The rules of procedure and order of business governing meetings of the Union shall be presented to the membership in attendance at the meeting for approval at the beginning of the meetings. If a procedural matter is brought into issue at any meeting of the Union, *Robert's Rules of Order Newly Revised* shall govern.

## **ARTICLE 23 – VOTING AT MEETINGS OF THE UNION**

- 23.01 Any member of a local may attend and participate in any Annual or Special Meeting of the Union, but only those voting delegates hereinafter described shall be entitled to vote at any such meeting.

- 23.02 Each local shall, from among its members, be entitled to send voting delegates to meetings of the Union according to the following scale and one of whom shall be the Local President (Executive Council members):  
1-100 members in the local – to be represented by its member sitting at Executive Council,  
101-300 members in the local – two (2) delegates,  
301-500 members in the local – three (3) delegates,  
501-700 members in the local – four (4) delegates, and  
701-plus members in the local – five (5) delegates.
- 23.03 The Provincial Office shall send to each local at least thirty (30) days before each Annual Meeting and at least twenty (20) days before each Special Meeting proper forms for credentials for voting delegates and observers. The local shall send the completed copy of this credential to the Provincial Office by the deadline established by Provincial Office (October 2009).
- 23.04 The Chairperson of the meeting shall appoint three (3) or more members of the Union who shall not be voting delegates to act as scrutineers.
- 23.05 The Provincial Office shall furnish a certified list of the voting delegates entitled to vote at the meeting for use by the scrutineers (October 2009).
- 23.06 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 Chairperson who in turn shall report to the meeting.
- 23.07 Three-quarters (3/4) of the voting delegates accredited to the meeting shall constitute a quorum for the transaction of business.
- 23.08 Subject to Article 23.07, any resolution presented at a meeting of the Union or any of its committees shall be deemed to have been carried if a majority of the voting delegates present vote in favour of it.
- 23.09 In an election of members to committees of the Union, the candidate(s) receiving the highest number of votes shall be the successful candidate(s).
- 23.10 Voting shall be by a show of hands unless another manner of voting is requested by the voting delegates.
- 23.11 Each voting delegate shall be entitled to one vote.
- 23.12 The date of implementation of any decision or resolution not requiring a *Constitution and By-Laws* amendment taken at a meeting shall be determined by the members of the assembly at that meeting.
- 23.13 The Board of Directors may authorize the payment of all or part of the expenses incurred by a voting delegate in attending a meeting.

## **ARTICLE 24 – COMMITTEES OF THE UNION**

### **A. FINANCE COMMITTEE**

24.01 There shall be a Finance Committee consisting of four (4) members, one of whom shall be the Treasurer of the Union, who shall be Chairperson, and three (3) members elected from the membership at an Annual Meeting in the even numbered years for a term of two (2) years. The past Secretary-Treasurer shall be ex-officio member of this committee for one (1) year. Replacement members may be added to the Finance Committee at the discretion of the Board of Directors.

24.02 The Finance Committee shall:

- (a) recommend an annual budget for approval by the membership;
- (b) determine criteria for disbursements and recommend to membership how monies will be used;
- (c) prepare a financial statement for acceptance by the membership; and
- (d) develop and maintain an investment philosophy for the Union.

### **B. NEGOTIATING COMMITTEE**

24.03 There shall be a Negotiating Committee for each bargaining unit comprising the Union. These units are: 1. Nurses, Part III (Hospitals) which will also include members of the community care bargaining unit, 2. Nursing Homes, 3. Nurse Managers and Nurse Supervisors. Each Negotiating Committee shall be comprised of the Unit Representative and four (4) other persons elected by members of that bargaining unit. Additional members may be added at the discretion of the Board of Directors on the recommendation of the Negotiating Committee concerned.

The unit representative for community care shall be a member of the Nurses, Part III (Hospital) negotiating committee.

24.04 The Negotiating Committee shall:

- (a) bargain collectively with the Employer using as a basis for bargaining proposals submitted by the membership and drafted by the Negotiating Committee;
- (b) determine the best settlement which the Employer is prepared to offer; and
- (c) through the Local Presidents of the bargaining units concerned refer the settlement offered by the Employer to the membership of the bargaining unit for acceptance or rejection.

### **C. STAFF RELATIONS COMMITTEE**

24.05 The Staff Relations Committee shall consist of members in accordance with Article 13, as well as, those additional members who may be appointed by the Board of Directors.

24.06 (a) The Staff Relations Committee shall meet with representatives of the Unifor local 3535.02 for contract negotiations, interpretation, and review of job descriptions.



- (b) The Staff Relations Committee and the staff of the New Brunswick Nurses Union shall meet at regular intervals to discuss matters of mutual concern.

24.07 The Staff Relations Committee shall interview candidates for staff positions of the New Brunswick Nurses Union.

**D. NANB/NBNU COMMUNICATIONS COMMITTEE**

24.08 The Board of Directors shall represent NBNU on the NANB-NBNU Communications Committee. The NANB-NBNU Communications Committee shall: 1. communicate; 2. inform; 3. promote unity among its members.

24.09 The Committee terms of reference are established by the Committee. The Union representatives on this Committee will attend the Annual Meeting of NANB.

**E. ANNUAL MEETING OPERATIONS COMMITTEE**

24.10 The Annual Meeting Operations Committee shall be composed of three (3) non-Board of Director members elected from the membership at the Annual Meeting for a term of two (2) years. The Chairperson shall be elected by and from the members of the Annual Meeting Operations Committee. Replacement members may be added to the Annual Meeting Operations Committee at the discretion of the Board of Directors.

24.11 The Annual Meeting Operations Committee shall:

- (a) compile and review the submissions for *Constitution and By-laws* changes from the membership, clarify the intent, if necessary, by contacting the submitter and edit the submissions, if necessary;
- (b) circulate the submissions for *Constitution and By-Law* changes to the membership prior to the Annual Meeting, and
- (c) present the recommendations for *Constitution and By-Law* changes from the membership to the Annual Meeting.

24.12 The Annual Meeting Operations Committee shall:

- (a) deal with resolutions submitted by individual members, locals, regions and NBNU committees, and
- (b) review the resolutions, clarify the intent by contacting the mover and edit the resolutions if necessary,
- (c) resolutions must be submitted in writing to the Provincial Office prior to the designated date for consideration by the Annual Meeting Operations Committee,
- (d) resolutions shall be circulated to the membership, via the *Parasol*, prior to the Annual Meeting,
- (e) the Annual Meeting Operations Committee may also meet at Annual Meeting to consider emergency resolutions.

- 24.13 The Annual Meeting Operations Committee shall:
- (a) deal with the nominations procedures relating to the next Annual Meeting at which election of officers of the Union are to be held; and
  - (b) publish the biography of each nominee.

**F. EXECUTIVE DIRECTOR**

- 24.14 The Executive Director shall be a member without voting rights of all committees of the Union.

**ARTICLE 25 – UNION LOCALS**

- 25.01 (a) A group of five (5) or more members of the Union, identifiable by a common workplace and bargaining unit, may form a local of the Union, subject to the approval of the Board of Directors.
- (b) Special consideration will be given to a group of less than five (5) members of the Union who otherwise qualify under the provisions of 25.01 (a), to form a local of the Union (October 2009).

**ARTICLE 26 – DISCIPLINE**

- 26.01 Any member or local who shall be guilty of conduct detrimental to the advancement of or reflecting discredit upon the objectives of the Union shall be subject to reprimand, fine, suspension or expulsion after an investigation and a fair hearing conducted by the Board of Directors.

**ARTICLE 27 – REVENUE**

- 27.01 The revenue of the Union shall be derived as follows:
- (a) the Union shall receive monthly dues of nurses under a collective agreement as determined at an Annual Meeting;
  - (b) the Union shall remit to the locals such per capita amounts as is determined at an Annual Meeting of the Union; and
  - (c) the Union may accept any donation, grant, bequest, or other form of transfer of funds of properties from any charitable, governmental, educational or other source and may agree with the transfer to any specific purpose consistent with the objectives of the Union.

- 27.02 The Union shall have the right to levy assessments for special purposes upon its members, provided that any such assessment must first be approved at an Annual or Special Meeting of the Union. Where, in the opinion of the Board of Directors, urgency dictates that additional assessments are required; the Board of Directors may impose such assessments subject to review at the next Annual or Special meeting of the Union.
- 27.03 Any funds owed to the Union by a local pursuant to the provisions of these By-Laws shall constitute a preferred claim and must be paid promptly by the local each month prior to the payment of any other obligations of the local.

#### **ARTICLE 28 – AUDIT**

- 28.01 The fiscal year of the 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 Union who shall not be a member or employee of the Union and shall be a chartered accountant. The auditor shall be appointed by an Annual or Special Meeting. In the event that the auditors should resign or otherwise be unable to carry out their duties, the Board of Directors shall appoint a new auditor until the following Annual or Special Meeting. The auditor shall conduct an audit once every year and presented it to the Annual Meeting by the Secretary-Treasurer.

#### **ARTICLE 29 – AMENDMENTS**

- 29.01 Subject to Article 23.07, these By-Laws may be amended when two-thirds (2/3) of the accredited delegates attending an Annual or Special meeting of the Union vote in favour of the amendment. Full details of the proposed amendments shall be sent out in the notice of the meeting sent to every local.
- 29.02 No such amendment shall take effect until the first day following the adjournment of the Annual or Special meeting where such amendment was passed in accordance with Article 29.01.

#### **ARTICLE 30 – WAIVER**

- 30.01 Procedural and notice of requirements of these By-Laws relating to nominations and election may be waived or varied at any meeting of the Union provided two-thirds (2/3) of the voting delegates attending the meeting vote in favour of the waiver or variation.

## APPENDIX "A"

1. The Moncton Hospital, Moncton
2. Extra Mural Program, Driscoll Unit, Moncton
3. Sackville Memorial Hospital, Sackville
4. Albert County Health & Wellness Centre, Albert County
5. Forest Dale Nursing Home Inc., Albert County
6. Dr. Georges L.-Dumont University Hospital Centre, Moncton
7. Stella-Maris-de-Kent Hospital, Sainte-Anne-de-Kent
8. Villa du Repos Inc., Moncton
9. Villa Providence Shediac Inc., Shediac
10. Kiwanis Nursing Home, Sussex
11. Beauséjour Community Health, Moncton
12. Restigouche Community Health, Campbellton
13. Jordan Lifecare Centre, River Glade
14. Dr. Georges L.-Dumont University Hospital Centre, Moncton, Nurse Managers/Supervisors
15. The Moncton Hospital, Moncton, Nurse Managers/Supervisors
16. The Kenneth E. Spencer Memorial Home Inc., Moncton
17. Saint John Regional Hospital, Saint John
18. St. Joseph's Hospital, Saint John
19. Sussex Health Centre, Sussex
20. Charlotte County Hospital, St. Stephen
21. Fundy Health Center, Black's Harbour
22. Grand Manan Hospital, Grand Manan
23. Centracare Inc., Saint John
24. Extra Mural Program, Saint John
25. Campobello Lodge Inc., Campobello
26. Passamaquoddy Lodge Inc., Saint Andrews
27. Lincourt Manor Inc., St. Stephen
28. Church of St. John and St. Stephen Inc., Saint John
29. Rocmaura Inc., Saint John
30. Grand Manan Nursing Home Inc., North Head, Grand Manan
31. Public Health, Community Mental Health and Public Safety Nurses, Saint John
32. Zone 2, Nurse Managers/Supervisors
33. Public/Mental Health, Upper River Valley
34. Kennebec Manor Home Inc., Saint John
35. South-East Community Health, Moncton
36. Pine Grove Nursing Home, Fredericton
37. Dr. Everett Chalmers Regional Hospital, Fredericton
38. Extra Mural Program, Fredericton

39. Oromocto Public Hospital, Oromocto
40. Queens North Community Health Centre, Minto
41. Harvey Health Centre, Harvey Station
42. Stan Cassidy Rehabilitation Centre, Fredericton
43. McAdam Health Centre, McAdam
44. Fredericton Junction Health Centre, Fredericton Junction
45. Community Health Centres, Stanley/Doaktown/Boiestown
46. Air Ambulance, Moncton
47. Hotel-Dieu of Saint Joseph, Perth-Andover
48. Upper River Valley Hospital, Waterville
49. Tobique Valley Community Health Centre Inc., Plaster Rock
50. York Manor Inc., Fredericton
51. Mill Cove Nursing Home Inc., Youngs Cove Road
52. Public Health, Community Mental Health, Fredericton
53. Dr. Everett Chalmers Regional Hospital and Oromocto Public Hospital, Nurse Managers/Supervisors
54. Upper River Valley Hospital, Waterville, Nurse Managers/Supervisors
55. Loch Lomand Villa, Saint John
56. Extra Mural Program, Perth
57. Edmundston Regional Hospital, Edmundston
58. Grand Falls General Hospital Inc., Grand Falls
59. Hôtel-Dieu de Saint Joseph Hospital, Saint-Quentin
60. La Villa des Chutes, Grand Sault
61. Foyer Ste-Elizabeth Inc., Baker Brook
62. Edmundston Regional Hospital, Edmundston, Nurse Managers/Supervisors
63. Campbellton Regional Hospital, Campbellton
64. St-Joseph Community Health Centre, Dalhousie
65. Restigouche Hospital Centre Inc., Campbellton
66. Campbellton Nursing Home Inc., Campbellton
67. Dalhousie Nursing Home, Dalhousie
68. Campbellton Regional Hospital, Campbellton, Nurse Managers/Supervisors
69. Complexe Rendez-vous, Néguaç
70. Chaleur Regional Hospital, Bathurst
71. l'Enfant-Jésus Hospital, Caraquet
72. Tracadie-Sheila Hospital, Tracadie
73. Lamèque Hospital & Community Health Centre, Lamèque
74. Central New Brunswick Nursing Home, Boiestown
75. Le Foyer Notre Dame de Lourdes Inc., Bathurst
76. Villa Sormany Inc., Robertville
77. Les Résidences Lucien Saindon Inc., Lamèque
78. Les Résidences Mgr. Chiasson Inc., Shippagan
79. Les Résidences Inkerman Inc., Inkerman

80. Public Health, Péninsule Acadienne
81. Public Health, Community Mental Health and Public Safety Nurses, Bathurst
82. Chaleur Regional Hospital, Bathurst, Nurse Managers/Supervisors
83. Tracadie-Sheila Hospital, Tracadie, Nurse Managers/Supervisors
84. Miramichi Hospital, Miramichi
85. (Vacant)
86. Extra Mural Program, Miramichi
87. Miramichi Senior Citizens Home, Miramichi
88. Public Health, Community Mental Health and Public Safety Nurses, Miramichi
89. Extra Mural Program, Campbellton
90. Mount St. Joseph Inc., Miramichi
91. Miramichi Hospital, Miramichi, Nurse Managers/Supervisors
92. Region 3 Health Centres, Stanley/Doaktown/Boiestown, Nurse Managers/Supervisors
93. Kingsway Care Center Inc., Quispamsis
94. Foyer Notre-Dame de Saint Léonard, Saint Léonard
95. Westford Nursing Home, Port Elgin
96. Restigouche Hospital Centre, Campbellton, Nurse Managers/Supervisors
97. Public Health, Community Mental Health and Public Safety Nurses, and Extra Mural Program, Edmundston/Grand-Falls
98. Villa St-Joseph, Tracadie
99. Villa Beauséjour, Caraquet
100. Villa Maria, Saint-Louis-de-Kent
101. Extra Mural Program Péninsule Acadienne
102. Extra Mural Program Shediac/Kent
103. Les Résidences Jodin Inc., Edmundston
104. Tobique Valley Manor Inc.
105. Villa Chaleur Inc., Bathurst
106. Tabusintac Nursing Home Inc., Tabusintac