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NOVA SCOTIA NURSES' UNION

TABLE OFFICER'S MANUAL

Nursing *led by* Nurses

Nova Scotia Nurses Union

TABLE OFFICER

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TABLE OFFICER MANUAL

Purpose

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

Vision, Mission, Values & Objectives

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

Our Vision

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

Our Mission

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

Our Values

INTEGRITY & PROFESSIONALISM

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

ACCOUNTABILITY & TRANSPARENCY

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

COMMUNICATION & EDUCATION

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

COMPASSION & CARING

We believe we must consistently demonstrate compassion and care for our nurses.

DEMOCRACY

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

SOLIDARITY

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

POLITICAL ACTION

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

QUALITY HEALTH CARE

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

Our Objectives

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

Statement of Conduct

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

Such an atmosphere must be based on mutual respect.

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

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

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

Duty to Accommodate

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

Typically, the clause will read as follows:

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

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

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

We encourage you to contact the Provincial office of the Nurses' Union to speak to a Labour Relations Representative if you feel that any type of discrimination is occurring.

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

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

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

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

An employer has to undertake an individual assessment of an employee's abilities and determine whether that employee can be "accommodated" or not.

How do you prove you need to be accommodated?

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

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

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

What the duty to accommodate requires

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

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

The duty to accommodate goes beyond investigating whether an employee can perform an existing job. It also involves diligently investigating whether something can be done to existing jobs (including their own and others) to enable the member to perform the job.

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

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

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

The duty to accommodate extends to the point of undue hardship

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

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

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

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

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

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

What is the Union obligated to do?

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

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

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

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

An employee requiring accommodation also has certain responsibilities

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

Nova Scotia Occupational Health & Safety

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

Local Union Presidents have a leadership role to perform in organizing and encouraging an effective Occupational Health and Safety program at their health care facility. Such a program should at least include the formation of a Joint Occupational Health and Safety (JOHS) Committee, established in accordance with the guidelines set forth by the Provincial Department of Labour and Advanced Education, the result of the enactment of the Occupational Health and Safety Act (RSNS 1989, Chapter 320).

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

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

1. An understanding of hazardous materials at the work site.
2. The right of employees to refuse work in unsafe conditions.
3. An employer's obligation to provide all necessary equipment, devices and training to protect the health and welfare of their employees.
4. Items identified by either Union or Management

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

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

To submit a safety concern or inquiry, please email **safety@nsnu.ca** to request an official form.
For more information, visit **nsnu.ca/safety.**

Membership

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

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

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

Union dues amount to 1.00% of a nurse's salary. The 1.00% dues deduction is based on all hours paid to the maximum a fulltime nurse would pay (inclusive of paid sick leave, paid vacation leaves and the straight time hourly equivalent of overtime hours paid). Members can claim union dues and professional membership fees when filing income tax.

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

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

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

Officers & Committees

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

Duty of Fair Representation

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

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

1. The exclusive power conferred on a union to act as spokesperson for the employees in a bargaining unit entails a corresponding obligation on the union to fairly represent all employees comprised in the unit.
2. The right to take a grievance to arbitration is reserved to the union. The employee does not have an absolute right to arbitration and the union enjoys considerable discretion.
3. The discretion must be exercised in good faith, objectively and honestly, after a thorough study of the grievance and the case taking into account the significance of the grievance and of its consequences for the employee on the one hand and the legitimate interest of the union on the other.
4. The union's decision must not be arbitrary, capricious, discriminatory or wrongful.
5. The representation by the union must be fair, genuine and not merely apparent, undertaken with integrity and

Officers & Committees

PRESIDENT/CO-PRESIDENT

The President calls and chairs all meetings of the Union Local. It is very important for the chair to be familiar with that role and the rules of parliamentary procedure. The President and the other executive members should also know the Constitution of NSNU, in particular, Article 14 - Chartered Locals and Appendices A" - Rules of Procedure and Order of Business at the Nurses' Union and "B" -By-laws Governing Chartered Locals. You can find these on the website www.nsnu.ca.

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

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

CONTINUED

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

VICE-PRESIDENT

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

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

SECRETARY

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

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

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

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

TREASURER

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

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

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

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

TRUSTEE

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

JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE MEMBER (JOHS COMMITTEE MEMBER)

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

Other Positions

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

Management Committees

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

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

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

Special Committees

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

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

ZUGLM Committees

The Zone Labour Management Committees are comprised of acute care employers and representatives of the four healthcare unions (NSNU, CUPE, Unifor, NSGEU). The ZLMCs meet to discuss matters of concern and issues inclusing staffing oreintation, workload scheduling, transfers, clinical capacity and more.

Managing a Meeting

Conducting a General Membership Meeting

1. Ensure the location and meeting time are known to the membership.
2. Start on time.
3. Have an Agenda. The Agenda may need to be modified for the needs of individual Locals and meetings, however, it would be somewhat as listed below:
   1. Approval of minutes
   2. Matters arising from the Minutes
   3. Treasurer's Report
   4. Communications
   5. Reports of Executive Council
   6. Reports of Committees
   7. Nominations, Elections and Appointments
   8. Unfinished Business
   9. New Business
   10. Adjournment

   The order of business shall be conducted at the discretion of the President.
4. The role of the Chairperson is to conduct the meeting on an impartial basis. The Chairperson only votesif there is a tie.
5. Discussion should be limited to the discussion of the topic "on the table". Suggest another time during the meeting when other issues may be raised.
6. Motions should be Moved and Seconded before discussion is allowed.
7. Make sure members understand what is being discussed or voted on.
8. Abstentions are not counted to determine whether a motion is defeated, or is passed. Abstention means "I choose not to vote".

Rules of Procedure & Order of Business at Meetings of the Union

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

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

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

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

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

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

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

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

8. If a member is called to order, such member shall, at the request of the chairperson, take a seat until the question of order has been decided.

9. Should a member persist in unparlimentary conduct, the chairperson shall name the member and submit such conduct to the judgment of the meeting. The member whose conduct is in question shall explain such conduct and then withdraw and the meeting will determine what course to pursue in the matter.

10. Before a question is put, the chairperson shall announce the question and shall then ask whether the meeting is ready for the question. If no member indicates a desire to speak, the question shall be put.

11. Any two (2) members may appeal the decision of the chair. The member initiating the appeal of the decision may state the reason for the appeal and the chairperson may give reasons for the decision. The chairperson shall then ask whether the decision of the chair shall be sustained. The question shall not be debatable except as outlined above, and the decision of the meeting shall be binding.

12. Committees may combine resolutions or prepare a composite to cover the intent of the question at issue. Reports of committees are not subject to amendment except such as is acceptable to the committee, provided that any resolutions contained in the report shall be considered by the meeting separately from the remainder of the report and may be amended in whole or in part. A motion to refer back to the committee for reconsideration shall be in order.

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

14. A motion to refer back is not debatable and when properly seconded, the question shall be immediately put to the meeting.

15. If the report of a committee is adopted, it becomes the decision of the meeting. If defeated, it may be referred back to the committee for reconsideration.

16. When a question is pending before the meeting, no motion shall be in order except to amend, to refer back, to adjourn, to postpone consideration of the question for a definite time or to put the question without further discussion. If any of the foregoing motions is defeated, it cannot be renewed until after an intermediate proceeding.

17. A motion may be reconsidered provided that a member who voted in favour of the original motion votes with the majority to reconsider. The vote to reconsider must be carried by a two-thirds (2/3) majority.

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

Local Elections

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

Local Executive Positions

- The affairs of the Chartered Local shall be administered by an Executive Committee which shall be composed of the following:
  - President or Co-Presidents
  - One (1) or more Vice-Presidents
  - Secretary
  - Treasurer
- It may be permissible to combine the offices of Secretary and Treasurer to become Secretary-Treasurer.
- Each Local should consider having an LPN/Graduate Component Representative, and a shop steward on its Executive.
- The Executive Committee shall meet at least once every four (4) months.
- The term of office for positions on the Executive Committee shall be no less than one (1) year and no greater than two (2) years as decided by the Local at an Annual Meeting.

Shop Stewards & Committees

- An appropriate number of shop stewards may be elected by the members of the Chartered Local to represent those members employed in specific areas or functions of their employer's establishment.
- Shop Stewards may be appointed by the Executive Committee if a majority of the members of the Chartered Local at a meeting authorize the Executive Committee to appoint such representatives.
- Members of each Standing Committee (if any) of a Chartered Local shall be elected by a majority vote of those Local members who vote at a Local Meeting.
- The Executive Committee may set up special committees of the Chartered Local and may appoint the members of each such committee from the members of the Chartered Local, the chairperson to be chosen by the Executive Committee and to be entitled to cast a vote in the case of a tie.
- The Executive Committee may delegate any of its powers to any such committees. These committees shall be subjectto any restrictions or regulations imposed upon them by the Executive Committee.

Posting Notice of Elections

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

Nomination & Voting

- Any member of the Chartered Local may be nominated provided that the nominator produces satisfactory proof that the consent of the nominee to stand for election has been attained.
- If a nominee is not able to attend the meeting where elections are to be held, the nominee shall have a member of the Local nominate them from the floor at the meeting. They may also ask the nominator to read a speech on their behalf.

- All elections shall be by secret ballot.
- The Executive Committee shall be elected by a majority vote of those Local members who vote at each Annual Meeting of the Local.

Vacancies Between Elections

- In the event that a member or members of the Executive Committee of the Chartered Local should cease to act, the Executive Committee shall appoint from the members of the Chartered Local a replacement until the next regular meeting.
- Notice of election for vacant positions shall be posted two (2) weeks in advance of the next regular meeting.

Election of Voting Delegates for AGM of Special Meetings

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

Grievances

Grievance Procedures

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

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

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

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

Grievance Committees

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

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

Confidentiality Agreement

Confidentiality Agreement for Appointed/Elected Members of the NSNU

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

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

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

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

Role of Labour Relations Representative

The Job of the Labour Relations Representative

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

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

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

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

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

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

Labour Relations Staffing Assignments

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

Dwayne MacKinnon | Labour Relations Representative

ACUTE CARE FACILITIES

Central Zone

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

LONG TERM CARE FACILITIES

- The Birches
- Braeside Home (Musq Valley)
- Dykeland Lodge
- Ivany Place
- Ivy Meadows Continuing Care
- Northwoodcare Halifax
- Oakwood Terrace
- Ocean View Continuing Care
- St. Vincent's Guest Home
- Windsor Elms
- The Sagewood
- The Meadows

Angela McKenna | Labour Relations Representative

IWK Labour Relations Representative | LPN Component Staff Advisor

ACUTE CARE FACILITIES

- IWK Health Centre

LONG TERM CARE FACILITIES

Shannex

- Arborstone
- Bissett Court
- Blomodin Court
- Cedarstone
- Celtic Court
- Debert Court
- Elk Court
- Glasgow Hall/Opal Ridge
- Harbourstone
- Lewis Hall
- Maplestone
- Mary's Court
- Northumberland Hall
- Orchard Court
- Parkstone Enhanced Care
  Including: London, Depaul and Moody Hall
- Parkland Clayton Park
- Ryan Hall
- Shannex Transitional Health Services Ltd.
- Vimy Court

MacLeod Group

- Annapolis Royal
- Port Hawkesbury Nursing Home
- Shiretown Nursing Home/Ivey's Terrace
- Surf Lodge

Shannon Wark | Labour Relations Representative

Long Term Care Component Staff Advisor

ACUTE CARE FACILITIES

Eastern Zone

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

LONG TERM CARE FACILITIES

- Alderwood Rest Home
- Cove Guest Home
- Foyer Pere Fiset
- Highland Manor
- Inverary Manor
- MacGillivray Guest Home
- Maple Hill Manor
- Miner's Memorial Manor
- Northside Community Guest Home
- Seaview Manor
- Victoria Haven Nursing Home

Bev Strachan | Labour Relations Representative

ACUTE CARE FACILITIES

Northern Zone

- Colchester Regional Hospital
- Lillian Fraser Memorial Hospital
- All Saints Springhill Hospital
- Bayview Memorial Health Centre
- Cumberland Regional Health Care Centre
- North Cumberland Hospital
- South Cumberland Community Care Centre
- Aberdeen Hospital
- Sutherland Harris Memorial Hospital

LONG TERM CARE FACILITIES

- Glen Haven Manor
- High Crest Home
- Maritime Odd Fellows
- Valley View Villa

Farrel Huculak | Labour Relations Representative

Community Care Component Staff Advisor

ACUTE CARE FACILITIES

Eastern Zone

- Eastern Memorial Hospital
- Guysborough Memorial Hospital
- St. Mary's Hospital

LONG TERM CARE FACILITIES

- Richmond Villa
- RK MacDonald Nursing Home
- St. Anne Comm & Nursing Care Ctr

GEM LONG TERM CARE

- The Admiral
- Canso Seaside Manor
- Centennial/Gables
- Heart of the Valley
- Melville Gardens
- Melville Lodge Care Centre
- Milford Haven
- The Mira
- Whitehills

COMMUNITY CARE FACILITIES

Community Care Locals

- Breton Ability Centre
- Cape Breton County Homemakers
- Digby/Clare Home Support
- New Dawn Home Care
- New Waterford Homecare Service Society
- Quest
- Yarmouth/Argyle Home Support
- Yarmouth Heights
- Canadian Blood Services

VON Locals

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

Wendy Johnson | Labour Relations Representative

Professional Practice Advisor

ACUTE CARE FACILITIES

Western Zone

- Fisherman's Memorial Hospital (HSASS)
- South Shore Regional Hospital (HSASS)
- Queens General Hospital
- Digby General
- Roseway Hospital
- Yarmouth Regional Hospital
- Annapolis Community Health Centre
- Soldiers Memorial Hospital
- Valley Regional Hospital
- Western Kings Memorial Health Centre

LONG TERM CARE FACILITIES

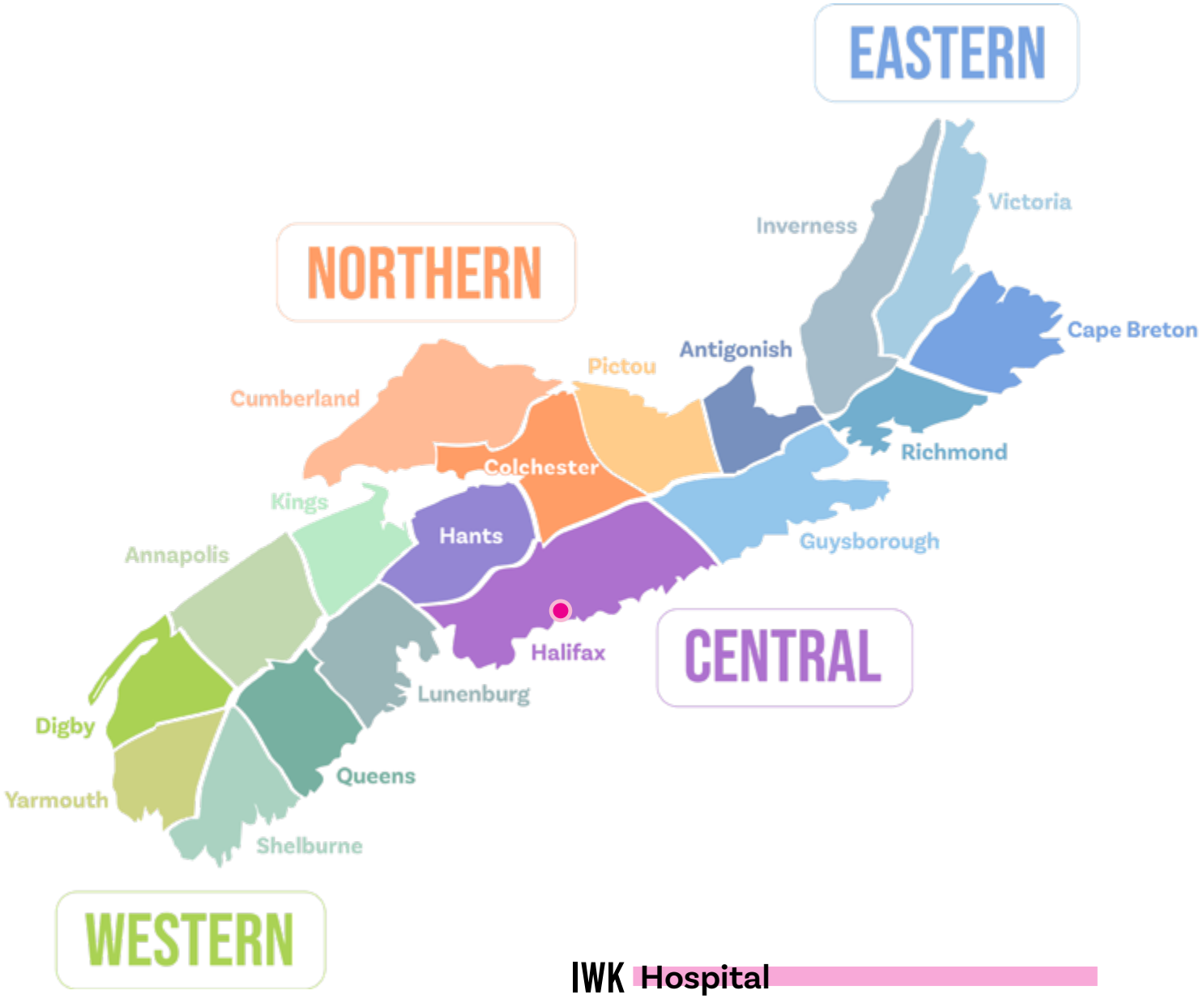
- Bayside Home
- Hillside Pines Home for Special Care
- Kings Rehab Centre
- Mountain Lea Lodge
- North Queens Nursing Home
- Queens Manor
- Shoreham Village Senior Citizens Assoc.
- Tideview Terrace
- Villa St. Joseph
- Wolfville Nursing Home

Conflict of Interest

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

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

Membership by Locals & Zones



IWK Hospital

IWK Health Centre, **Halifax**

While the IWK is located within the Central Region, there are no jurisdictional ties to the region and this facility.

Central Zone

CENTRAL Hospitals

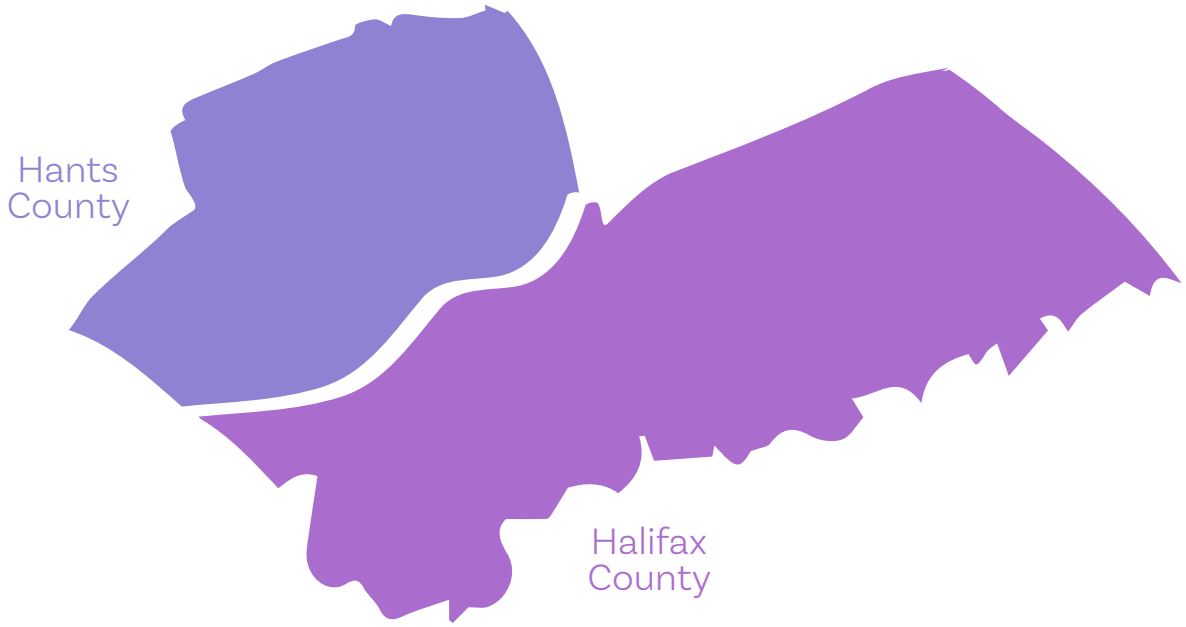
Cobequid Community Health Centre, **Lower Sackville**
Dartmouth General Hospital, **Dartmouth**
Eastern Shore Memorial Hospital, **Sheet Harbour**
Hants Community Hospital, **Windsor**
Musquodoboit Valley Memorial Hospital, **Middle Musquodoboit**
Twin Oaks Memorial Hospital, **Musquodoboit Harbour**

CENTRAL Long Term Care

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

CENTRAL Community Care

Canadian Blood Services, **Dartmouth**
VON of Greater Halifax, **Halifax**



Eastern Zone

EASTERN Hospitals

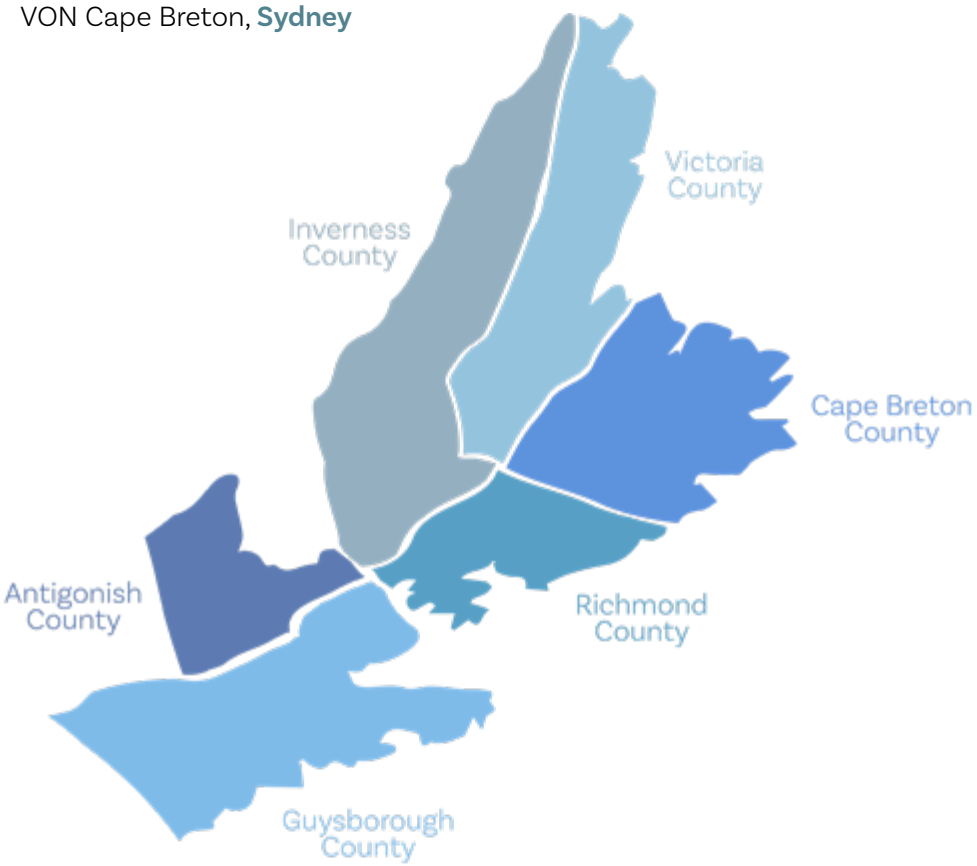
Antigonish Memorial Regional Hospital, **Antigonish**
Buchanan Memorial Hospital, **Neils Harbour**
Cape Breton Regional Hospital, **Sydney**
Eastern Memorial Hospital, **Canso**
Glace Bay Integrated Hospital, **Glace Bay**
Guysborough Memorial Hospital, **Guysborough**
Inverness Consolidated Hospital, **Inverness**
New Waterford Consolidated, **New Waterford**
Northside Harbourview Hospital, **North Sydney**
Sacred Heart Hospital, **Cheticamp**
St. Mary's Hospital, **Sherbrooke**
Strait Richmond Hospital, **Cleveland**
Victoria County Memorial, **Baddeck**

EASTERN Community Care

Cape Breton County Homemakers, **Sydney**
New Dawn Home Care, **Sydney**
New Waterford Homecare Service, **Sydney**
VON Antigonish, **Antigonish**
VON Cape Breton, **Sydney**

EASTERN Long Term Care

Alderwood Rest Home, **Baddeck**
Canso Seaside Manor, **Canso**
Celtic Court, **Sydney**
Cove Guest Home, **Sydney**
Foyer Pere Fiset, **Cheticamp**
Harbourstone Enhanced Care, **Sydney**
Highland Manor, **Neils Harbour**
Inverary Manor, **Inverness**
Macgillivray Guest **Home, Sydney**
Maple Hill Manor, **New Waterford**
Mary's Court, **Antigonish**
Milford Haven, **Guysborough**
Miners Memorial Manor, **Sydney Mines**
Northside Community Guest Home, **North Sydney**
Port Hawkesbury Nursing Home, **Port Hawkesbury**
Richmond Villa, **St. Peters**
RK MacDonald Nursing Home, **Antigonish**
Seaview Manor, **Glace Bay**
St. Anne Community & Nursing Care Centre, **Arichat**
Victoria Haven Nursing Home, **Glace Bay**



Northern Zone

NORTHERN Hospitals

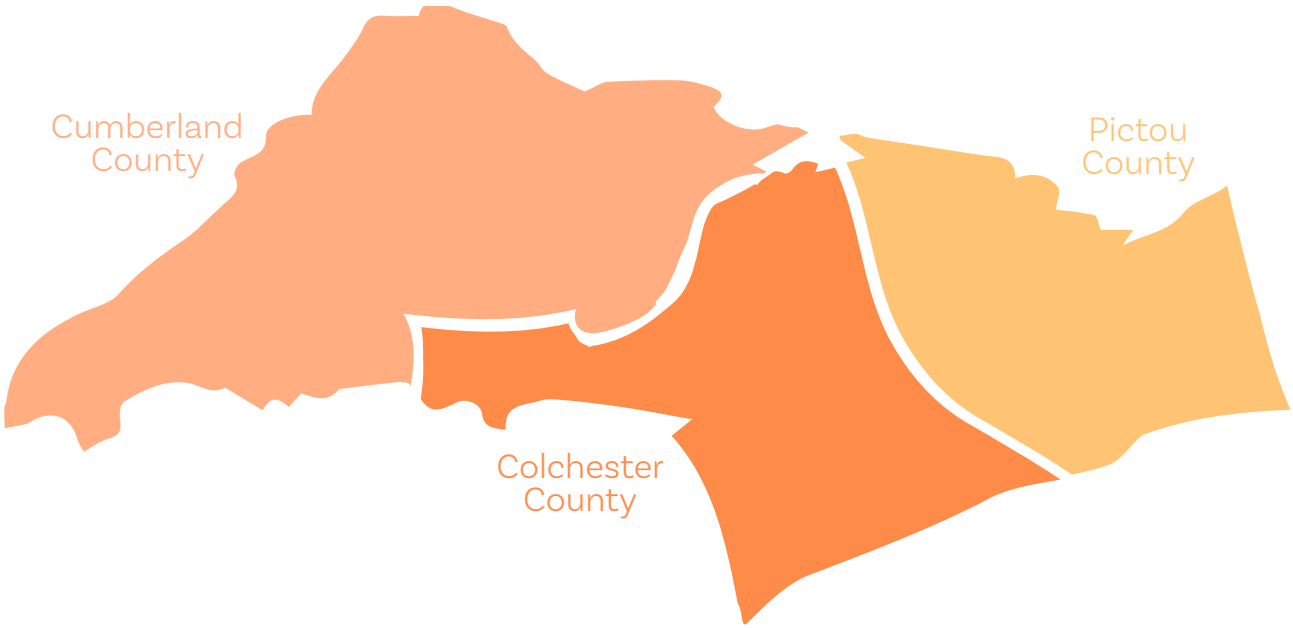
Aberdeen Hospital, **New Glasgow**
All Saints Springhill Hospital, **Springhill**
Bayview Memorial Hospital, **Advocate Harbour**
Colchester Regional Hospital, **Truro**
Cumberland Regional Health Care, **Upper Nappan**
Lillian Fraser Memorial Hospital, **Tatamagouche**
North Cumberland Memorial Hospital, **Pugwash**
South Cumberland Community Care, **Parrsboro**
Sutherland Harris Memorial Hospital, **Pictou**

NORTHERN Long Term Care

Cedarstone Enhanced Care, **Truro**
Centennial Villa, **Amherst**
Debert Court, **Debert**
Elk Court, **Brookfield**
Gables Lodge, **Amherst**
Glen Haven Manor, **New Glasgow**
High Crest Home, **Springhill**
Maritime Odd Fellows Home, **Pictou**
The Mira, **Truro**
Northumberland Hall, **Amherst**
Shiretown/Ivey's Terrace, **Pictou**
Valley View Villa, **Stellarton**
Vimy Court, **Truro**

NORTHERN Community Care

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



Western Zone

WESTERN Hospitals

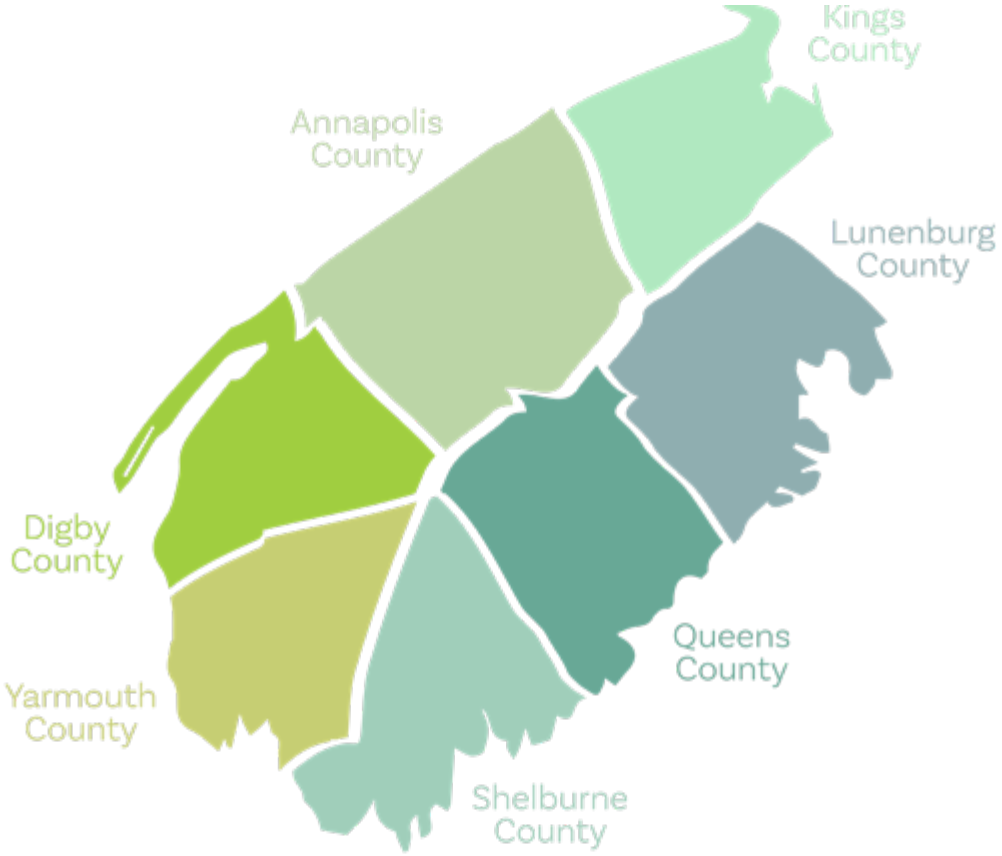
Annapolis Community Health Centre, **Annapolis Royal**
Digby General Hospital, **Digby**
HSAS - Fishermans/South Shore, **Bridgewater**
Queens General Hospital, **Liverpool**
Roseway Hospital, **Shelburne**
Soldiers Memorial Hospital, **Middleton**
Valley Regional Hospital, **Kentville**
Western Kings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

WESTERN Community Care

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

WESTERN Long Term Care

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



Pension Plans

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

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

NSHEPP FAQ

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

Who is eligible to join NSHEPP?

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

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

When can I join?

There are two types of participation:

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

How much do I have to contribute?

You and your employer share the cost of the benefits provided by the Plan.

As a Plan member you are required to contribute:

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

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

Is my pension secure?

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

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

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

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

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

Who decides how the pension fund is invested?

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

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

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

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

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

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

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

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

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

The amount of that benefit, and the options available for receiving it, will depend on whether you already qualify for an immediate pension. In any event, your pension benefits must be used to provide an income in retirement – which means you cannot withdraw the benefit as a lump-sum cash payment.

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

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

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

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

How do I apply for my pension?

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

You will need to:

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

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

When can I retire?

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

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

- age 60 or over with at least 10 years of continuous service; or
- from age 55 through age 59, if your age plus your years of continuous service equals 85 points or more (The Rule of 85).

You can retire before age 65 with a reduced pension if:

- you are age 50 or over with 10 or more years of continuous service;
- you are age 55 or over (regardless of how much continuous service you have); or
- your age plus continuous service equals 80 points or more.

How much pension will I receive?

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

Your annualized pensionable earnings
multiplied by
Your years of credited service in the Plan
multiplied by
Your applicable benefit percentage
divided by 12

Will I have enough to retire?

That depends on a number of factors, such as:

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

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

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

Will my pension be adjusted for inflation?

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

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

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

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

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

Will tax be deducted from my pension benefits?

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

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

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

What is a past service purchase?

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

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

Why would I purchase past service?

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

What is a "pension adjustment" (PA)?

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

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

Can I name anyone I want as my beneficiary?

Yes. However, keep in mind the following:

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

How do I change my beneficiary?

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

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

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

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

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

What happens if I can no longer perform essential duties of the job?

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

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

Is my spouse/common-law partner entitled to a share of my pension if our marriage/relationship breaks down?

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

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

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

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

There are really two separate questions here:

1. ***Can you continue to work with your Employer beyond age 65?*** and
2. if the answer to (1) is "yes", ***Can you continue to participate in the Pension Plan?***

Please note the following:

1. Whether you continue to work with your Employer after you reach age 65 is a matter to be decided between you and your Employer. NSHEPP has a Normal Retirement Date (the first day of the month coincident with, or next following, your attainment of age 65), but it allows Members who continue to be employed with their employer beyond age 65 to postpone their pension start date and continue participation in the Plan, within certain limits - see (2) below. You will need to finalize this matter with your Employer before you reach age 65.

2. If you continue your employment with your Employer beyond age 65, you will also continue normal participation in the Plan. However, even though you and your Employer may have agreed that you can work as long as you want to after you become age 65, the laws that govern the NSHEPP Pension Plan impose strict limits. The Income Tax Act of Canada requires that you end your participation in the NSHEPP Plan and begin to receive your monthly pension from the Plan not later than December 1 of the year in which you become age 71.

NSHEPP Contact

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

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

Email
pensionplan@nshepp.ca

Website
www.nshepp.ca

Mailing Address
Nova Scotia Health Employee's Pension Plan
2 Dartmouth Road

VON Canada National Office Contact

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

Fax
(613) 230-4376

Email
national@von.ca

Website
www.von.ca

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

For more information on your VON local, visit:
www.von.ca/NationalDirectory/Default.aspx

NSNU Constitution

Please find the most up-to-date version of the NSNU Constitution here.

NSNU Strategic Plan

Please find the most up-to-date version of the NSNU Strategic Plan here.

NSNU Policy Procedure Manual

Please find the most up-to-date version of the NSNU Policy Procedure Manual here.

NS Council of Nursing Unions Constitution

Please find the most up-to-date version of the Nova Scotia Council of Nursing Constitution here.

NSNU Staff Directory

LEADERSHIP

President	✉ **Janet Hazelton**	902-468-0737
Executive Director	✉ **Chris Albrecht**	902-468-0286
Director of Finance & Operations	✉ **Tom Daniels**	902-468-8046

LABOUR RELATIONS

Labour Relations Representative	✉ **Dwayne MacKinnon**	902-468-0723
Labour Relations Representative	✉ **Angela McKenna**	902-468-6784
Labour Relations Representative	✉ **Shannon Wark**	902-468-0793
Labour Relations Representative	✉ **Bev Strachan**	902-468-0284
Labour Relations Representative	✉ **Wendy Johnson**	902-468-6914
Labour Relations Representative	✉ **Farrel Huculak**	902-468-0864

COMMUNICATIONS

Communications Officer	✉ **Coleen Logan**	902-468-0283
Communications Assistant	✉ **Kaitlyn MacLean**	902-468-6737

RESEARCH & GOVERNMENT RELATIONS

Research | Government Relations	✉ **Justin Hiltz**	902-468-1862

EDUCATION & TECHNOLOGY

Education and Technology Officer	✉ **Chad O'Brien**	902-468-6751

OCCUPATIONAL HEALTH & SAFETY

Occupational Health & Safety Advisor	✉ **Heather Matthews**	902-468-0737

ACCOUNTING

Accounts Receivable	✉ **B.L. Moran**	902-468-6748
Accounts Payable	✉ **Cindy MacPhee**	902-468-6770

ADMINISTRATION

Legal Assistant	✉ **Carol Crane**	902-468-0269
Receptionist	✉ **Nancy MacDonald**	902-469-1474
Executive Assistant	✉ **Debbie Grady**	902-468-6740
Labour Relations Assistant	✉ **Erin McInnis**	902-468-6769

Board of Directors (BOD)

President

Janet Hazelton, RN

1st Vice-President

Donna Gillis, RN

Vice-President Finance

Jamie Stewart, RN

Eastern Vice-President

Laurie Forrest, NP

Central Vice-President

Anne Boutilier, LPN

Northern Vice-President

Denise Elms, RN

Western Vice-President

Tracy d'Entremont, LPN

Vice-President LPNs

Alaine Halliday, LPN

Vice-President NPs

Duana d'Entremont, NP

Vice-President Long Term Care

Glenda Sabine, RN

Vice-President Community Care

Kim Williams, RN

IWK Vice-President

Natalie Nymark, RN

BOD Alternates

Eastern VP
Christine LeBlanc
Brooke MacKinnon

Northern VP
Brenda Mingo
Jackie Pratt

Western VP
Sarah Lace
Tammie Dunn

VP LPNs
Laurie Palmer
Shawna McFarlane

VP Long Term Care
Michelle Swan
Andrea Casey

VP Community Care
Misty Hynes
Sarah Gayton

VP IWK
TBD
TBD

Personnel Committee

Members

Natalie Nymark, Chair
Janet Hazelton, NSNU President
Donna Gillis, 1st Vice-President
Jamie Stewart, VP Finance

Staff Advisor

Chris Albrecht, Executive Director

Standing Committees of the Union

AGM Operations/Nominations Committee

Chair

Donna Gillis

Members

Brooke MacKinnon
Lisa Creed

Staff Advisor

Coleen Logan, Communications Officer

Staff Assistants

Debbie Grady, Executive Assistant
Tom Daniels, Director of Finance & Operations

Alternate

Yolanda Baker

Constitution/Resolutions Committee

Chair

Anne Boutilier

Members

Sarah Lace
Adeline Hersey

Staff Advisor

Chris Albrecht, Executive Director

Alternates

Santina Weatherby

Finance Committee

Chair

Jamie Stewart

Members

Kelly Glabais-Cummings
Brenda Mingo

Staff Advisor

Tom Daniels, Director of Finance & Operations

Alternate

Natasha Denney

Education Committee

Chair

Tracy d'Entremont

Staff Assistant

Coleen Logan, Communications Officer

Members

Laura Homans
Jacob Daley

Alternate

Audra McNeil

Staff Advisor

Chad O'Brien, Education & Technology Officer

Union Discipline Committee

Members

Central - Jennifer Rossetti
Northern - Vicki Royles
Eastern - Christine LeBlanc
Western - Tammie Dunn

Alternates

Central - Laurie Hirtle
Northern - Nicole Langille
Eastern - Pierette Pelly
Western - Geraldine Griffin

Union Discipline Appeal Committee

Members

Central - Misty Hynes
Northern - Olivia Morris
Eastern - Anne Jamieson
Western - Kim Forsythe

Alternates

Central - Christal Rayner
Northern - Latitia Pelley-George
Eastern - Laurie Palmer
Western - Karen Roberts

Bursary Committee

Central Region

Anne Boutilier (Chair)
Tammy Jones
Jenn MacLeod

Alternates

Melissa Humphrey
Jennifer Rossetti

Eastern Region

Laurie Forrest (Chair)
Dawn McKenna
Michelle Swan

Alternates

Amanda Figuary
Laurie Palmer
Jessica Forrest

Northern Region

Denise Elms (Chair)
Latitia Pelley-George
Jayne Green

Alternates

Nicole Robinson
Susan MacKay-Falcitelli
Tasha Berry

Western Region

Tracy d'Entremont (Chair)
Karen Roberts
Jessica Gillis

Alternates

Tiffany Hamilton
Geraldine Griffin
Ashley MacKay

Acute Care Provincial Negotiating Committee

President

Janet Hazelton

Vice-President

Donna Gillis

Central

Shawna McFarlane

Alternate: Central

Jennifer Rossetti

Western

Sarah Lace

Alternate: Western

Tammie Dunn

Early Career Nurse

Anthony Bernas

Alternate: Early Career Nurse

Haileigh MacLeod

IWK

Alanna Ferguson

Alternate: IWK

Geoff Bennett

Eastern

Laura Lee Sharpe

Alternate: Eastern

David Fox

LPN

Alaine Halliday

Alternate: LPN

Jennifer MacLeod

Northern

Jackie Pratt

Alternate: Northern

Vicki Royles

NP

Duana d'Entremont

Alternate: NP

Lenora Brace

Small Rural Hospital

Tiah Skutnik

Alternate: Small Rural Hospital

Charmaine Boudreau

Community Care Provincial Negotiating Committee

President
Janet Hazelton

Vice-President
Donna Gillis

Central
Tammy Jones

Alternate: Central
None

Eastern
Michelle Luker

Alternate: Eastern
None

Western
Tracy d'Entremont

Alternate: Western
Mandy Wagner

Northern
Tammy Dupuis

Alternate: Northern
None

Long Term Care Provincial Negotiating Committee

President
Janet Hazelton

Vice-President
Donna Gillis

Central
Audra McNeil

Alternate: Central
None

Eastern
Michelle Swan

Alternate: Eastern
None

Western
Sandi Power

Alternate: Western
Shelley Pyne

Northern
EJ Murray-Clark

Alternate: Northern
None

Component Chairs & Assistants

Licensed Practical Nurses Component

Chair

Alaine Halliday

Assistants

Central - Shawna McFarlane
Northern - Tasha Berry
Eastern - Laurie Palmer
Western - Tracy d'Entremont

Community Care Component

Chair

Kim WIlliams

Assistants

Central - Misty Hynes
Western - Mandy Wagner
Northern - Sarah Gayton
Eastern - Michelle Luker

Long Term Care Component

Chair

Glenda Sabine

Assistants

Central - Audrey Bartlett
Eastern - Michelle Swan
Western - Kim Forsythe
Northern - Debi Fraser