Policy Procedure Manual

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SECTION 1

OUR VISION, MISSION, VALUES AND OBJECTIVES

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

Our Vision

As a Union, we have the:

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

Our Mission

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

Our Values

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

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

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

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

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

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

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

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

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

Our Objectives

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

SECTION 2

GENERAL POLICIES

1) Political Affiliations

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

2) No Smoking

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

3) Statement of Conduct

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

Such an atmosphere must be based on mutual respect.

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

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

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

4) Gender Neutral Language

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

5) Scent Free Policy

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

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

6) NSNU Internet Usage Policy and Guidelines

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

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

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

Internet Usage Guidelines

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

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

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

- Fraudulent, harassing or obscene messages and/or material are not to be sent, printed, requested or stored by Users. Chain letters and other forms of mass mailings are not allowed.

- It shall be each User's personal responsibility to recognize and honour the intellectual property of others and to comply with all applicable laws and regulations and the legal protection provided by copyright and licenses, with respect to both programs and data downloaded from the Internet.

- Users must not engage in personal for profit commercial activities on the internet, including offering merchandise for sale.

- Sensitive information should never be transmitted via or exposed to the Internet without being sent by NSNU encrypted emails. Users connecting to the NSNU via our remote access system (Citrix), have all the transmissions encrypted automatically.

- Users must not engage in any activity which would compromise the security of any NSNU host computer or circumvent any computer security measures imposed by the NSNU or any other organizations of the Internet. All software (via the internet or otherwise) must be reviewed by Information Technology Services for technical approval to reduce the risk of conflicts with other standard software products, operating systems and LAN products.

- Currently iPads, iPhones and Blackberries have the capability to download and install non-Corporate applications from their associated "APP Stores". These types of applications are considered personal, and as such, will be up to the individual User to manage them. ITS does not support these types of applications, unless they are deemed Corporate, in which case they will be pre-loaded on the device.

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

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

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

- You agree to not use the confidential information in any manner save and except as reasonably necessary to discharge your obligations in your appointed/elected position.

- You agree that you will not, either during the term of your appointed/elected position or at any time thereafter, directly or indirectly, by any means whatsoever, divulge or use for any purpose other than the purposes of NSNU, such confidential information without the prior written consent of an officer of NSNU.

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

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

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

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

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

- You agree to not use the confidential information in any manner save and except as reasonably necessary to discharge your obligations as an employee of NSNU.

- You agree that you will not, either during the term of your employment or at any time thereafter, directly or indirectly, by any means whatsoever, divulge or use for any purpose other than the purposes of NSNU, such confidential information without the prior written consent of an officer of NSNU.

- Except under compulsion of the applicable laws or a court of competent jurisdiction, you will not directly or indirectly disclose, divulge, communicate, allow access to, or transfer the confidential information to third parties without the prior written consent of NSNU. In the event you are required to disclose confidential information under compulsion of law, you will give NSNU notice of such requirement so that NSNU can

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

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

9) Rewards Policy

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

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

10) NSNU Staff Anti-Harassment Policy

Statement of Belief

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

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

Purpose

To ensure that:

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

Definition of Abuse

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

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

Roles and Responsibilities

Board of Directors/Management

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

Staff

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

Complaint Procedure

Management/Staff Representatives (elected by staff) shall:

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

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

Workplace Issues

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

Abusive/Harassing Calls

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

Face-to-Face Situations

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

  ***Code Help**

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

Dealing with a Non-Member

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

11) Media Policy

- The President of the Nova Scotia Nurses' Union shall be the media spokesperson for the NSNU for all media inquiries.

- If the President is out of the office, any media inquiries should be redirected to the Communications Officer.

- In the absence of the President, the Executive Director may appoint a spokesperson to respond to media inquiries.

- If media contact members directly, they are advised to contact the Provincial Office, via the President, Communications Officer or Executive Director to determine if it is more appropriate for the President to respond or if it is appropriate for staff or a member to respond.

- Once the determination is made that staff or a member should respond to the inquiry, discussion should take place with the President and Communications Officer regarding the key messages to be used. This will ensure consistency of messaging should the President also be faced with the same questions.

- In some instances, the Provincial Office may provide approved speaking points to local representatives for use in media interviews. Prior approval for a media interview is not required in these circumstances.

- However, the President or Communications Officer should be advised that a media interview has taken place.

12) NSNU Privacy Policy

Membership Information

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

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

Collection and Use of Personal Information

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

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

Disclosure and Transfer of Personal Information

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

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

Consent

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

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

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

Accessing, Modifying, or Removing Member Information

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

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

Information Security and Integrity

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

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

NSNU Employee and Volunteer Member Responsibilities

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

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

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

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

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

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

External Health Information

- When NSNU employees require access to health information external to our sources, the member will be informed in writing about the requirement and asked to sign a consent form.

- The consent form will be used to obtain information pertinent only to the case or file specified on the form.

- If a member refuses to sign a consent form to allow the NSNU representative to access/use their health information, the member will be informed of the complications this will pose to providing further services.

- To assure the member of the integrity of the NSNU privacy policies, the member will be provided a copy of all of the NSNU Privacy Policy.

- If the member continues to refuse to sign the consent form, the matter should be referred to the NSNU Executive Director or designate.

- Correspondence and/or documents containing personal information about an NSNU member that are for circulation to other NSNU members not authorized to conduct business on the member's behalf must have all personal information removed or covered prior to copying.

Release of Information

- Prior to providing phone services to members, employees will ensure that the caller is screened appropriately to confirm the identity of the member.

- Suspect callers will be referred to the Executive Director or designate.

- Phone or other requests for personal information about members from non-authorized individuals will be referred to the Executive Director or designate.

- Unless legally required, confidential personal or health information will not be provided without the consent of the NSNU member whose information has been requested.

- Employees will not copy or send confidential personal or health information by electronic mail.

- The preferred method of communicating confidential health or personal information is by postal mail or courier. Should circumstances dictate that such information must be communicated by fax or electronically, the recipient will be asked to stand by the receiving machine and confirm receipt.

- Member's requests to view their original records must be referred to the Executive Director or designate. An employee must be present while a member views their original file. Information about a third party contained in a member's file or record will be separated or covered to protect the confidentiality of the third party.

- Confidentiality warnings shall be placed on all emails and faxes and relevant correspondence.

- Retention of material containing member information must conform to the NSNU information retention schedule in effect or under development and destroyed or erased in accordance to the dates and methods described.

Information Retention

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

formed the basis of a decision that affects them.

Contact re Concerns

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

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

Membership List (Database)

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

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

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

13) Membership in External Organizations & Coalitions

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

14) Registered Nurse / Licensed Practical Nurse / Resident Ratio

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

15) Pension Plans and Employee Benefits

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

16) LPN Component

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

17) Printed Materials

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

18) Member Service Standards

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

To this end, the Union will:

- Develop, implement and monitor standards for staff responses to members in a timely manner such that there is a membership rating of at least 85% when NSNU conducts a membership satisfaction survey of responsiveness.

- Allocate an annual budget to provide the tools and education required to support a member-responsive organization.

- Regularly monitor service standards.

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

19) Conflict of Interest

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

- An elected officer, or steward, who believes they have a conflict of interest or a potential conflict of interest on a particular issue, must declare their conflict of interest prior to debate of the issue.

- If the conflict of interest is clear, the elected officer must withdraw from the discussion and from voting on the issue.

- Where the elected officer, or steward, or another elected officer, believes there is a perception of or a potential conflict of interest, the conflict must be raised before the issue is debated and the potential or perception of conflict must be ruled on by the President or provincial Board of Directors before the issue is discussed.

20) Members in Good Standing

- **New Locals**

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

- **Suspended/Terminated Members**

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

- **Laid Off and Approved LOA**

  A member of the Nurses' Union who is temporarily laid off or on an approved leave of absence pursuant to the Collective Agreement in effect, shall continue to be a member in good standing of the Nurses' Union, without payment of dues for the period of such lay-off or leave of absence. Such member shall have all rights and privileges that membership entails.

- **Members outside Bargaining Unit**

  When a member of the Nurses' Union accepts a position with their Employer which is outside of the Nurses' Union Bargaining Unit for that Employer, that member shall continue to be a member in good standing of the Nurses Union, if the member continues to pay dues to the Union as required by the applicable Collective Agreement during the period of time the member holds the position.

21) Student Affiliate Membership Classification

A registered nursing student or a licensed practical nursing student is an affiliate who is enrolled in a nursing program in a University or College where students have membership in the Canadian Nursing Student Association.

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

One student affiliate member as a representative from each educational institution may attend meetings of the Union but shall not be entitled to move or second motions nor to vote at any such meeting.

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

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

22) Signing Authority

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

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

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

23) Attendance at Rallies and Demonstrations

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

(i) Salary or salary replacement and expenses shall apply.

(ii) For members, the attendance must be sanctioned by the Board of Directors.
(iii) For staff, the attendance must be sanctioned by the Executive Director or President.

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

24) Public/Private Partnership

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

25) Union Label and Canadian Products and Services

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

26) Union Office Equipment

Locals may use the Union Office Equipment when required if:

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

27) Disposal of Excess Office Furniture and Equipment

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

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

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

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

All items are sold on an "As is Where is" basis.

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

28) Purchase Policy

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

29) Hiring a Student

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

30) Retired Members Serving on Board or Committees

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

31) NSNU Occupational Health and Safety Policy

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

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

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

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

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

32) Chartered Locals and By-Laws

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

- Every Chartered Local shall have By-Laws as listed in Appendix "B" of the Constitution.

- The President/Co-President of each Chartered Local or designate shall have the right to attend the Council of Presidents which shall meet at the discretion of the Board of Directors.

Amendment of By-Laws

- The By-Laws of a Chartered Local may be amended with the approval of a two-third (2/3) majority vote of those Local members who vote at a meeting of the Chartered Local and with the approval of a majority of the Board of Directors of the Nurses' Union.

- No such amendment shall take effect until the approval of both the Chartered Local and the Board of Directors has been obtained. Full details of the proposed amendments must be set out clearly in the notice of the meeting to all members of the Chartered Local.

Amalgamation of Locals

- A Local may merge with, and transfer its jurisdiction, obligation, rights, privileges, duties and assets to one or more other Locals, provided that the Locals have each approved the said merger and transfer by a two-thirds (2/3) majority vote of those Local members who vote at a meeting called for that purpose.

- When these procedures have been completed and approved by the Board of Directors, the transfer of jurisdiction shall be deemed to be completed, and on receipt of all documents pertaining to the merger, the Vice President Finance of the Nurses' Union shall issue a new or amended Charter, as appropriate, to the Local which has resulted from the merger.

- Until any such merger is approved by the Board of Directors, the merger and transfer of jurisdiction, obligation, rights, privileges, duties and assets shall be deemed not to have occurred.

Transfer of Jurisdiction

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

33) Honorary Members

Criteria

- Nominations for Honorary Membership shall be submitted by at least one Local, to the Board of Directors. The Board of Directors shall make the final determination as to the granting of such membership.

- Locals submitting nominees for Honorary Membership must include in their submission, a detailed account of their nominee's activities and involvement in NSNU. This should include such things as length of time involved with NSNU, Boards, Executives or Committees the nominee was involved with, and any outstanding accomplishments the nominee performed.

- Nominations shall be submitted to the Union Office at least ninety (90) days prior to the Annual General Meeting.

- Honorary Membership may be conferred on an individual who is retired, or about to retire, is in receipt of permanent disability and is no longer employed as a member or staff for a period longer than six months. Honorary Membership may be conferred posthumously.

- Honorary Membership may only be conferred to an individual who has rendered distinguished service or valuable assistance to the Nova Scotia Nurses' Union.

- An Honorary Member shall be granted the right to:
    (i) Attend the banquet, at which time the Union shall pay for the accommodation and meals.
    (ii) Receive NSNU Newsletter.

34) Products and Services

Travel Insurance

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

Directors' and Officers' Insurance

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

Group Home and Auto Insurance

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

Life Insurance

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

Member Discounts

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

SECTION 3

BOARD OF DIRECTORS

1) Responsibilities of the Board of Directors

- The Board of Directors shall be responsible for and accountable to the membership for the administration of affairs and activities of the Nurses' Union when the Nova Scotia Nurses' Union is not meeting.

- The Board of Directors shall be responsible for the formulation and development of the general collective bargaining objectives of the Nurses' Union and for the presentation of the said objectives to the membership at meetings for discussion and approval. The Board of Directors may delegate to one or more committees any collective bargaining responsibilities.

- To the extent necessary for the proper functioning of the Nurses' Union, the Board of Directors, or, with its authorization, the Executive Director, shall employ, retain, direct, and fix compensations for staff personnel, consultants and legal, accounting and other professional personnel, and engage and pay for the use of premises and equipment.

- No money of the Nurses' Union shall be expended without the authorization of the Board of Directors or such person or persons as the Board of Directors or a meeting of the Nurses' Union may from time to time authorize for this purpose. The manner in which monies may be withdrawn or cheques issued by the Nurses' Union shall be determined from time to time by the Board of Directors.

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

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

    - to acquire, hold and dispose of real and personal property or any part thereof,

    - to invest money on behalf of the Nurses' Union and,

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

- The Board of Directors may conduct a referendum among those members of the Union affected by government legislation or proposed legislation to protest said legislation by

way of provincial job action, including withdrawal of services. The result of the vote shall be determined by a majority of those voting. In the event of a conflict between a provision of this Constitution and the referendum vote, the results of the referendum vote shall govern.

2) Roles of the Board of Directors

President

The following roles/responsibilities are not an exhaustive list:

- Official spokesperson of the Union. This authority may be delegated by the President.
- Chair of any Provincial Negotiating Committee and meetings of the Board of Directors. When acting as Chair, the President shall have the right to vote.
- Preside at all Annual General Meetings, Special Meetings, and Provincial Meetings of the Union and meetings of the Council of Presidents.
- A member of the Finance Committee and the Personnel Committee of the Board of Directors.
- Ex-officio member of any NSNU committee.
- Report on the execution and administration of the Presidential office and on the affairs of the Union to the Board of Directors and the Annual General Meeting.
- Shall cause to be maintained full minutes of all meetings of the Board of Directors and all meetings of the Union and shall cause to be maintained all records, documents and correspondence of the Union.
- When presiding at meetings, the President shall not have the right to vote, unless it is to break a tie. The President has the right to vote in any elections held at a meeting of the Nurses' Union.

1st Vice-President

The following roles/responsibilities are not an exhaustive list:

- in the event that the President ceases to act, the 1st Vice President shall automatically assume the position of President until the next scheduled Annual General Meeting, where a member shall be elected to fill the position for the unexpired term.
- a member of the Acute Care Provincial Negotiating Committee.

Vice-President Finance

The following roles/responsibilities are not an exhaustive list:

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

Area and Component Vice Presidents

The following roles/responsibilities are not an exhaustive list:

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

Eligibility for Board Members

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

3) Meetings of the Board of Directors

Orientation of New Board Members

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

- **VP Finance**

    - The VP Finance will be salary replaced for a minimum of two days with the Director of Finance in order to receive orientation to the position.

- **Other Board Positions**

    - Orientation of new Board members will be coordinated between the President, the Executive Director and the Director of Finance.
    - If there is a requirement for time off with salary replacement, it will be covered under policy.

Frequency and Notice

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

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

Attendance at Board Meetings

- The office of any member of the Board of Directors who is absent from two consecutive meetings without reason(s) satisfactory to the Board, shall be declared vacant by the Board and the appropriate provisions of the Constitution will be followed with regard to a replacement.
- No cell phones shall be used at the Board of Directors meetings without the permission of the chair.

Quorum and Alternates

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

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

Voting at Meetings

- Unless otherwise provided in the Constitution, any questions arising at a meeting of the Board of Directors shall be decided by a majority vote of the members present. Each member of the Board of Directors shall be entitled to one vote. The President shall have the right to vote at meetings of the Board of Directors.

Approved Leave for Board Members

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

Resignation from the Board of Directors

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

- Any Board Member who shall for any reason cease to hold office shall forthwith turn over to the Board of Directors all documents, assets, and properties of the Nurses' Union.

Board Member Replacement

- **President**

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

- **Vice President**

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

- **Vice President Finance**

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

- **Area and Component Vice Presidents**

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

Board of Directors' Meeting Minutes

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

- Notes from "in camera" meetings will not be recorded in the minutes but will be kept as records for Board members' review.

Request for Board of Director Minutes

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

Teleconference Meetings of the Union

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

Members Attending Meetings of the Board of Directors

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

Communications

- Communications received by the Union and subsequently of value or interest to the Board should be organized into two files. One file for communications that require action, the other for communications read and noted. The contents of each piece of communication should be summarized and listed to allow for ease of reference. The summaries will be circulated to Board members.

- For the purpose of any communications, the author of a document shall indicate at the bottom of the document who should receive a copy of the document.

Board Communications with Members

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

Guidelines for Board Members Attending Education Seminars/Conferences

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

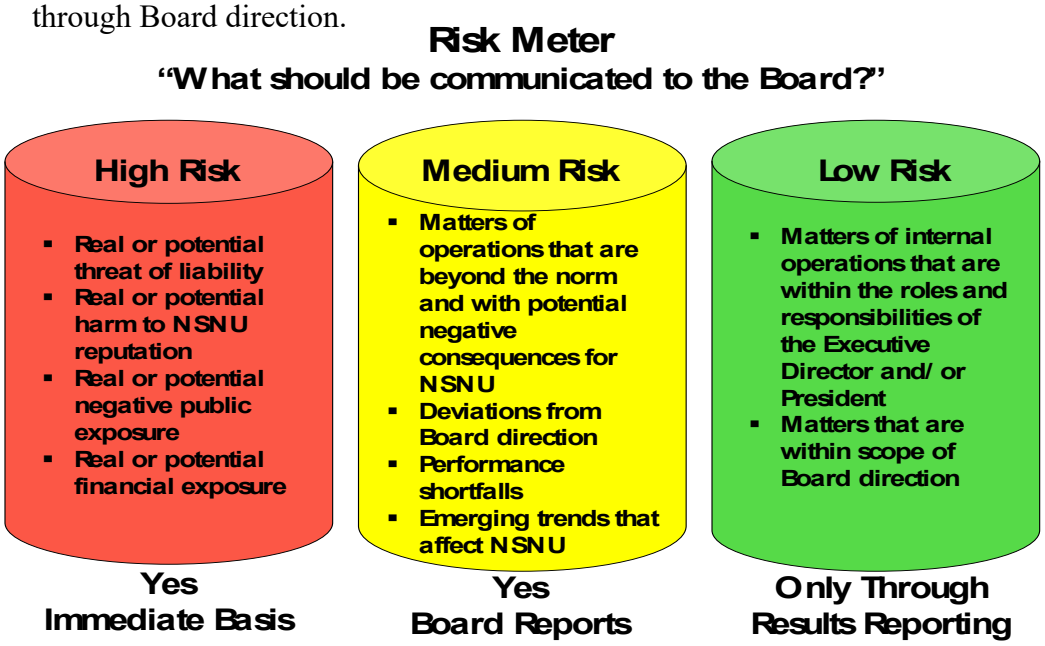
- The maximum cap (including expenses, salary and registration) is $2000 per Board member annually.

Risk Assessment

- The tool below is intended to signify that significant real or potential threats to NSNU should be communicated to the Board on an immediate basis. In the 'high risk' category, the Board could expect to craft the strategy and actions to resolve or mitigate the risk.

- Medium risks also need to be reported to the Board, but through the regular reporting of the President and Executive Director. In the 'medium risk' category, the Board might (1) require ongoing status reports, (2) expect a plan to be presented to mitigate the risks, and (3) establish principles to guide actions to resolve similar future risks in the future.

- Low risks do not require the heightened attention of the Board, but the Board must still be aware of such risks. In the 'low risk' category, the Board should be made aware, but through regular results reporting, especially with regard to matters that are established through Board direction.



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

Decision-Making

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

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

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

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

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

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

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

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

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

Conflict Resolution

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

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

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

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

Board Communication

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

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

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

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

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

- Developing and planning a message

- Determining when the message should be delivered

- Delivering the message to the appropriate person or committee

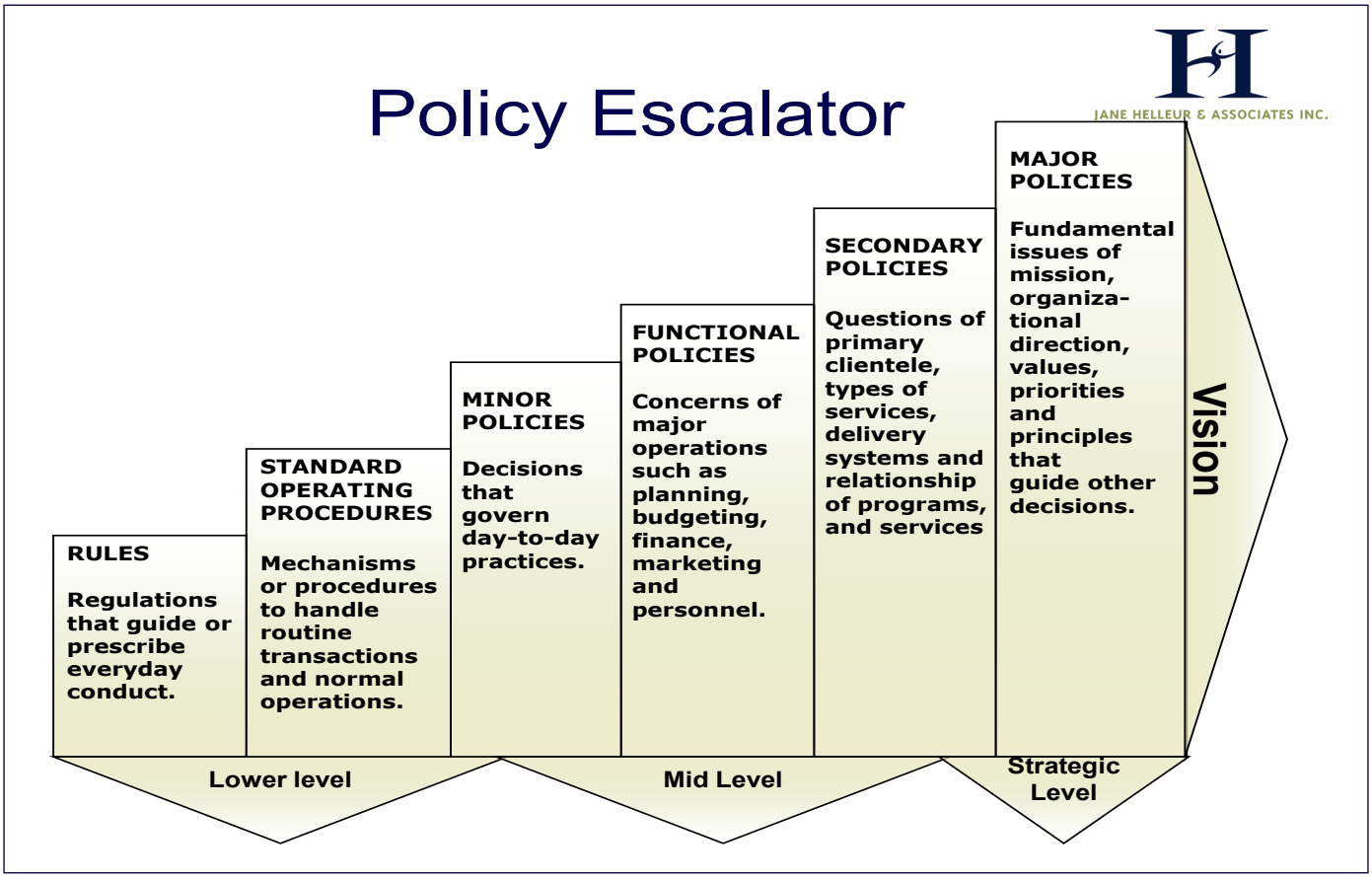
- Developing and subsequently following a policy that articulates what communication should be communicated by whom and by which method (e.g., meetings, newsletters, fax, website)

Policy Development

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

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

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



SECTION 4

COMMITTEES OF THE UNION

1) Committees of the Board

Personnel Committee

The Personnel Committee shall be composed of the following:

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

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

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

Standing Committees of the Union

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

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

These Standing Committees are accountable to the Board of Directors.

- **Appointment of Standing Committee Members and Alternates**

    - The members at large and alternates for the Annual General Meeting Operations and Nominations Committee will be appointed by the Board of Directors after calling for and reviewing expressions of interest. Following their selection, the members of that Committee will review the expressions of interests for the other Standing Committees of the Union and will select the members-at-large of those other Standing Committees. It will make recommendations to the Board of Directors regarding the appointment of the members-at-large of the other Standing Committees.

    - Using the same process, the AGM/Nominations Committee will also select alternate members at large for each Standing Committee. These alternates will fill the vacancy of a member at large for any meeting of a Standing Committee where required or on a permanent basis if the member at large ceases to act as a member of a Standing Committee.

    - The term of appointment of the members at large to the Standing Committees of the Union shall be the same as that of the Board of Directors.

    - Members at large of Standing Committees of the Union (but not alternates) shall have the right to attend the Annual General Meeting of the Union at the sponsorship of the Union. These members at large shall be observers only and will not have the right to vote.

- **Finance Committee**

The Finance Committee shall be composed of the following:

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

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

The Finance Committee has the following roles:

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

- **Education Committee**

The Education Committee shall be composed of the following:

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

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

The Education Committee has the following roles:

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

- **Constitution and Resolutions Committee**

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

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

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

The Constitution and Resolutions Committee has the following roles:

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

- Propose required amendments to the Constitution to implement a proposed resolution (if required)

- Combine two or more resolutions or constitutional amendments where the purpose is the same or similar

- Eliminate and/or combine duplications in resolutions submitted with the proposers' consent.

- Determine the order in which resolutions will be presented to the meeting.

- Refer proposed resolutions and constitutional amendments with financial implications to the Finance Committee

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

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

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

- **Annual General Meeting Operations and Nominations Committee**

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

- one Area Vice President as selected by the Board of Directors, who shall be the Chair of the Committee

- two members of the Union, to be appointed pursuant to the provisions of the Constitution

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

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

- nominations for provincially elected positions

- the election of provincially elected positions

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

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

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

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

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

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

The members of the Union Discipline Committee and the Union Discipline Appeals Committee shall be elected in accordance with the requirements of Article 15 of the Constitution.

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

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

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

The Chairperson of the Union Discipline Committee shall have no vote on matters before the Committee except in the case of a tie, in which case the Chairperson shall have the casting vote.

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

- **Union Discipline Appeal Committee**

There shall be a Union Discipline Appeal Committee to hear and determine disciplinary appeals from decisions of the Union Discipline Committee in accordance with Article 17 of the Constitution.

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

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

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

The Chairperson of the Union Discipline Appeal Committee shall have no vote on matters before the Committee except in the case of a tie, in which case, the Chairperson shall have the casting vote.

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

- **Chair Selection**

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

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

SECTION 5

MEETINGS OF NSNU

All Provincial meetings of the NSNU shall be opened by an appropriate land acknowledgement.

1) Annual General Meeting

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

Notice of Annual General Meeting

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

- The notice of meetings shall specify the subject(s) to be considered at the meeting.

a) Attendance at the AGM

Provincially Sponsored

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

Voting Delegates

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

- The number of delegates a Chartered Local would be entitled to, will be determined by the last membership list submitted to the Nurses' Union on or before ninety (90) days prior to the meeting.

- Each Chartered Local shall be entitled to elect or appoint one (1) voting delegate per one hundred members or portion thereof, all of whom shall be members of the Chartered Local.

Alternate Delegates

- Each Chartered Local may elect or appoint alternate delegate(s) in the event the voting delegate(s) are unable to attend the meeting of the Nurses' Union. Alternate delegates shall be members of the Chartered Local.

Observers

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

Other Members (Spectators)

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

- A registration fee may be imposed to cover associated costs of the members attending.

- The opportunity to attend would be dependent on the availability of space of the meeting room.

- Members attending in this manner would be there in a spectator role only (ie. there will be no voting or discussion afforded to them).

Registration Forms

- The Executive Director shall arrange to send to all Chartered Locals, at least thirty (30) days before each Annual General Meeting, proper registration forms for delegates and observers.

- The Chartered Local shall send the completed copy of this registration form to the Executive Director at least fifteen (15) days prior to the meeting.

b) Scrutineers

- The Annual General Meeting Operations and Nominations Committee shall appoint at least two (2) persons to act as scrutineers for voting other than in elections. These persons shall normally be selected from the observers.
- The scrutineers do not have the right to vote.

- The scrutineers shall arrange for the holding of any vote, shall distribute, collect and count ballots if used, and shall report the results in writing to the meeting.

c) Voting at Meetings (other than elections)

- **Quorum**
  - Two-thirds (2/3) of the voting delegates including a representative from each region shall constitute a quorum for the transaction of business.
- **Majority Vote**
  - Unless otherwise provided in the Constitution or as required by the amendment provisions of the Constitution, any resolution presented at a meeting of the Nurses' Union or of any of its committees, shall be deemed to have been carried if a majority (50%+1) of those who vote, vote in favour of it.
- **Voting Process**
  - Voting shall be a show of hands unless the chairperson directs otherwise.
- **Proxy Votes**
  - Each voting delegate shall be entitled to one vote, and there shall be no votes of proxy.
- **Board and Committee Voting Privileges**
  - Every member of the Board of Directors shall have a vote, with the exception of the President.
  - When presiding at meetings, the President shall not have the right to vote, unless it is to break a tie.
  - The President has the right to vote in any elections held at a meeting of the Nurses' Union.
  - The Area Vice President who chairs the Annual General Meeting Operations and Nominations Committee shall not have the right to vote in elections, nor shall the "at large" members of that Committee.
  - Any member of the Annual General Meeting Operations and Nominations Committee, who is a candidate for any provincially elected position on the Board of Directors, will withdraw from the Annual General Meeting Operations and Nominations Committee during the voting procedures for the position.

d) Resolutions

- Members of the Nurses' Union may submit resolutions which have been moved and seconded to the Executive Director of the Nurses' Union at least seventy-five (75) days prior to an Annual General Meeting.

- The Board of Directors, Standing Committees of the Nurses' Union and Components of the Nurses' Union may submit their own resolutions to an Annual General Meeting at least seventy-five (75) days prior to an Annual General Meeting.

- Any modification to the proposed budget shall be sent to the Union Office at least two (2) weeks in advance of the Annual General Meeting so that the office staff can prepare financial documents.

Constitution and Resolutions Committee

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

Circulation of Resolutions

- The Executive Director shall arrange to circulate all resolutions received by and reviewed by the Constitution and Resolutions Committee to each of the Locals, together with a notice of the Annual General Meeting, at least forty-five (45) days prior to the meeting.

Resolutions Post Deadline

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

Effective Date of Resolutions

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

e) Rules of Order

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

f) Chair

- The President, or in the absence of the President or at the request of the President, a Vice President shall take the chair at the time specified at all Annual General Meetings and Special Meetings.

- In the absence of both the President and the Vice Presidents, a chairperson shall be elected by a show of hands by the delegates present at the meeting.

g) Order of Business

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

h) Rules of Business

- No matter of a sectarian character shall be discussed.

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

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

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

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

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

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

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

i) Appeal of Decisions of the Chair

- Any two (2) members may appeal the decision of the chair. The member initiating the appeal of the decision may state the reason for the appeal and the chairperson may give reasons for the decision.

- The chairperson shall then ask whether the decision of the chair shall be sustained. The question shall not be debatable except as outlined above, and the decision of the meeting shall be binding.

j) Process for Resolutions and Motions at Meetings

- When a question is pending before the meeting, no motion shall be in order except, to amend, to refer back, to adjourn, to postpone consideration of the question for a definite time or to put the question without further discussion.

- If any motion is defeated, it cannot be renewed until after an intermediate proceeding.

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

k) Amendment to the Constitution

- The Constitution may be amended only by a two-third (2/3) majority vote of those who vote at a meeting of the Nurses' Union. Full details of the proposed amendments must be set out in the notice of the meeting sent to every Chartered Local.

- Unless otherwise specified in the resolution, an amendment to the Constitution shall become effective at the conclusion of the meeting at which the amendment received the necessary two-third majority vote.

- Only if there is a two-third (2/3) majority consent of those who vote, an extraordinary constitutional amendment may be considered by the meeting where the amendment relates to a matter or development that has developed after the expiry date for receipt of resolutions.

l) Reports of Committees

- Reports of committees are not subject to amendment except such as is acceptable to the committee, provided that any resolutions contained in the report shall be considered by the meeting separately from the remainder of the report and may be amended in whole or in part.

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

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

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

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

- Committees may combine resolutions or prepare a composite to cover the intent of the question at issue.

m) Registration

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

n) Invited Guests

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

o) Meeting Location (adopted at Annual 1995)

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

2) Council of Presidents

Provincially Sponsored

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

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

The Purpose of this Council of Presidents is:

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

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

3) Provincial Bargaining Meeting

Provincially Sponsored

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

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

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

Eligibility for Attendance

- The members of the Board of Directors.
- All NSNU Locals will be entitled to be represented at a Provincial Bargaining Meeting on the same proportionate basis as they are represented by delegates (not observers) at an Annual General Meeting of the Union.
- All members and the first of each of the alternates of a Provincial Negotiating Committee will attend the Provincial Bargaining Meeting as non-voting participants.
- No Observers attend this meeting.

Voting Eligibility

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

4) Special Meetings

- A special meeting of the Nurses' Union may be called at any time and place at the request in writing of at least one-third (1/3) of the members of the Board of Directors or of at least one-third (1/3) of the Chartered Locals evidenced by notice in writing signed by the President/Co-President of each and shall be held within forty-five (45) days of the receipt by the President of the Nurses' Union of any such request. Any such request shall specify the subjects to be considered at such a special meeting. Locals will be given as much notice as is possible. In the case of special meetings, only such subjects as are specified in the notice calling the meeting may be considered and acted upon.
- In the event of a Special Meeting, the number of delegates will be determined by the most current Membership list in the possession of the Nurses' Union at the date the Special Meeting is called.

5) Regional Meetings

Attendance Eligibility

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

Purpose

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

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

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

Other Regional Meetings

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

Minutes

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

6) Local Meetings

Annual Local Meeting and Special Meetings

- Once in every calendar year, there shall be an Annual Meeting of the Chartered Local called by the President or Co-Presidents.

- At least two (2) weeks' notice of such a meeting shall be given. The affairs of the Chartered Local shall be reviewed and planned, and elections may be held.

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

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

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

Executive Committee

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

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

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

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

- Each Local should consider having an LPN Representative and a Shop Steward on its Executive (if applicable).

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

Quorum

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

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

7) Components

Definition

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

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

Current Components under the NSNU Constitution are:

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

Objectives of Component Meetings

The objective of these meetings shall be:

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

Vice President Responsibilities

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

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

Assistant Representatives

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

8) Component Meetings

The Components may have the opportunity to meet once a year. The Vice President of the Component shall choose the meeting date and location for the one-day Component Meeting. The locale and place of the meeting(s) will be subject to Board approval and budgeting restraints. Where possible, the Long Term Care Component and LPN Component Meetings shall be held in conjunction with one another.

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

Attendance at Component Meetings

Any member of the component may attend meetings.

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

Component Meetings, held in conjunction with the Annual General Meeting, shall include those members who would otherwise be attending the Annual General Meeting. However, any Component member may attend the Component Meeting provided there is no additional cost to the Provincial Union and other policies and/or guidelines are adhered to.

Provincially Sponsored (for meetings other than AGM)

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

Purpose

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

The Component cannot:

- do anything that is contrary to the Constitution (Article 2 - Objectives and Appendix "D", "E" and “I”) or policies
- make policies or act in a manner which binds the Nova Scotia Nurses' Union (since the component is not an autonomous branch of the Nova Scotia Nurses' Union)
- initiate anything which entails expenditure of monies without approval of the Board of Directors

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

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

Component Meetings other than AGM

The Vice President of each Component will consult with the Board of Directors and Component members and may hold a component meeting for the purpose of discussing issues pertinent to the

Component which may also include an education session. The Vice President Long Term Care shall choose the meeting date and location for the one-day Component Meeting. The locale and place of the meeting(s) will be subject to Board approval and budgeting restraints. Where possible, the Long Term Care Component and LPN Component Meetings shall be held in conjunction with one another.

Minutes

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

Meeting of Assistants

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

9) Provincial Negotiating Committee

All Sectors

The Nurses' Union shall establish a Provincial Negotiating Committee for all sectors to negotiate collective agreements with each Employer for which the Nurses' Union or any of its Locals has been certified to represent employees of a bargaining unit.

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

The Board of Directors shall be responsible for the formulation and development of the general collective bargaining objectives of the Nurses' Union and for the presentation of the said objectives to the membership at meetings for discussion and approval. The Board of Directors may delegate to one or more committees any of its collective bargaining responsibilities.

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

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

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

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

Role of NSNU President

i) The President may represent the Nurses' Union on committees of the Nursing Council and may act as chair of any committee of the Nursing Council.

ii) The President may vote as a member of any committee of the Nursing Council.

Composition

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

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

i) The President;

ii) The 1st Vice-President;

iii) Members at Large, as follows:

a) Four (4) members at large employed by employers in the acute care sector, including one member at large from each of the four regions;

b) One (1) member at large employed by the IWK Health Centre;

c) One (1) member at large employed as a Licensed Practical Nurse by any employer for which the Nurses' Union has representation rights; and

d) One (1) member at large employed as a Nurse Practitioner by any acute care employer for which the Nurses' Union has representation rights; and;

e) One (1) member at large employed in a small acute care facility (defined as a facility of less than one hundred (100) members) by any acute care employer for which the Nurses' Union has representation rights; and;

f) One (1) member at large who is thirty-five (35) years of age OR who has less than ten (10) years of nursing experience employed by any acute care employer for which the Nurses' Union has representation rights; and;

g) Any remaining Nurses' Union representatives on the Nursing Council shall be members at large and shall be employed by employers in the acute care sector.

Selection of Members and Alternates

Each of the four (4) members at large and alternates employed by employers in the acute care sector will be elected by members in the acute care sector in each of the four (4) regions.

The IWK members will elect their own representative and alternates to the Acute Care Negotiating Committee at an IWK Bargaining Unit meeting to be held for that purpose.

The one (1) member at large and alternates employed as a Licensed Practical Nurse by any Acute Care employer for which the Nurses' Union has representation rights will be elected by members of the LPN Component.

The one (1) member at large and alternates employed as a Nurse Practitioner by any Acute Care employer for which the Nurses' Union has representation rights will be elected to the Acute Care Negotiating Committee by the Acute Care Nurse Practitioners.

The one (1) member at large and alternates employed in a small acute care facility (defined as a facility of less than one hundred (100) members) by any acute care employer for which the Nurses' Union has representation rights will be elected and alternates to the Acute Care Negotiating Committee by members employed in the small acute care facilities.

One (1) member at large and alternates who is thirty-five (35) years of age OR who has less than ten (10) years of nursing experience employed by any acute care employer for which the Nurses' Union has representation rights will be elected by the acute care members.

Remaining members at large will be elected by members in the Acute Care Sector.

If any member at large needs to be replaced, the alternate with the most number of votes in the applicable sector will be appointed and so on.

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

b) Long Term Care Sector

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

Composition

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

i) The President;

ii) The Vice-President Long Term Care;

iii) Four (4) Members at Large employed by employers in the Long Term Care sector, with one (1) member at large from each of the four regions.

Selection of Members and Alternates

The four (4) members at large employed by an employer in the long term care sector will be elected to the Long Term Care Provincial Negotiating Committee by members in the long term care sector in each region.

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

c) Community Care Sector (Victorian Order of Nurses)

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

Composition

The composition of the Community Care (Victorian Order of Nurses) Provincial Negotiating Committee is as follows:

i) The President;

ii) The Vice-President Community Care;

iii) Four (4) Members at Large employed by the Victorian Order of Nurses, with one (1) member at large from each of the four regions.

Selection of Members and Alternates

The four (4) members at large and at least one (1) alternate per region employed by the Victorian Order of Nurses will be elected to the Community Care (Victorian Order of Nurses) Provincial Negotiating Committee by members employed by the Victorian Order of Nurses.

If the member at large from this sector needs to be replaced, the alternate with the most number of votes will be appointed and so on.

d) Community Care Sector (Canadian Blood Services)

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

Composition

The composition of the Community Care (Canadian Blood Services) Provincial Negotiating Committee is as follows:

i) The President;

ii) The Vice-President Community Care;

iii) Two (2) Members at Large employed by Canadian Blood Services.

Selection of Members and Alternates

The two (2) members at large and at least one (1) alternate employed by the Canadian Blood Services shall be elected to the Community Care (Canadian Blood Services) Provincial Negotiating Committee by members employed by Canadian Blood Services.

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

Role of the Labour Management Committees

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

Composition of NSHA ZLMC

- The ZLMC will be compromised of representation from the Constituent Unions as per Article 28.01 of the Collective Agreement.
- The NSNU representatives on ZLMC shall include the president of the locals referenced below. Alternates to the ZLMC will be elected by members of the appropriate Nurses' Union Local at a meeting called for that purpose.
- In the event that only one name comes forward for the position, that person will be declared elected by acclamation.

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

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

- South Shore Regional Hospital
- Fishermen's Memorial Hospital
- Queens' General Hospital
- Digby General Hospital
- Roseway Hospital
- Yarmouth Regional Hospital
- Valley Regional Hospital
- Soldiers Memorial Hospital
- Annapolis Community Health Centre and Western Kings Community Health Centre - one representative to alternate/rotate from site to site as per term of office.

Northern Zone – (11 NSNU, 1 NSGEU)

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

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

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

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

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

Central Zone – (6 NSNU, 10 NSGEU)

Six (6) representatives and six (6) alternates, one (1) each from the following sites:

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

Composition of IWK LMC

- The IWK LMC will be compromised of representation from the Constituent Unions as per Article 28.01 of the Collective Agreement. (6 NSNU, 1 NSGEU)

- The NSNU representatives on the IWK LMC shall include the president of the local. The other representatives and the alternates to the IWK LMC will be elected by members of the Local at a meeting called for that purpose.

Alternates

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

Term of Office

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

Quorum

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

Chair

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

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

Secretary

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

Chief Shop Steward

- Each NSNU portion of the ZLMC/IWK LMC must elect a Chief Shop Steward from within the Committee.

- The Chief Shop Steward shall be appointed for a one (1) year term and may serve consecutive terms. The Chief Shop Steward has the right to vote.

- The Labour Relations Representative assigned to the ZLMC/IWK LMC will develop a monthly inventory of all active grievances in consultation with the Chief Shop Steward, and review with the NSNU members of the ZLMC/IWK LMC.

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

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

Minutes

- The Secretary will be responsible for the taking of minutes, transcribing minutes and ensuring that a copy of the draft minutes is forwarded to the Labour Relations Representative.

- The Secretary shall be reimbursed for reasonable expenses for supplies, i.e. paper, ink, stamps, envelopes, etc.(receipts are required to support the claim).

- The Labour Relations Representative will edit the draft minutes and send a copy to each ZLMC/IWK LMC representative.

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

Role of Area Vice President

- The Area Vice President will attend at least one meeting a year (annually) of each ZLMC/IWK LMC in their area with appropriate notice to the chair of the ZLMC/IWK

LMC and to the Labour Relations Representative who will provide notice to the Employer regarding the attendance of the Area Vice President.

- The Area VP may attend any/all NSNU labour management caucus meetings.

- The Area Vice President will not have a vote at the ZLMC/IWK LMC.

- The Area Vice President shall be the liaison between the ZLMC/IWK LMC and the Board of Directors of the Nurses' Union.

Meetings and Teleconferences

- As provided in the Collective Agreements, a ZLMC/IWK LMC shall meet at least four (4) times, and not more than ten (10) times, per year unless mutually agreed otherwise.

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

Sub Committees

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

Observers at ZLMC/IWK LMC meetings

- All bargaining unit members may attend union caucus meetings of their designated ZLMC/IWK LMC meetings at their own expense, as non-voting observers, if they have notified the Union Chair of ZLMC/IWK LMC at least two (2) weeks prior to the meeting (or less if mutually agreed by the ZLMC/IWK LMC) that they wish to attend.

- Attendees shall be limited to two (2) people per meeting and must defer to the discretion of the Union Chair of ZLMC/IWK LMC in camera sessions when matters of a confidential nature are discussed.

11) Long Term Care Union Management Committees (UMCC)

- The Union and the Employer agree to establish/maintain a Union Management Consultation Committee which shall be comprised of representatives of the Local Union and representatives of the Employer. A person designated by the Union and the Employer shall alternate as the Chairperson.

- The committee shall meet no less than three (3) times per year.

- Either party may request additional meetings on two (2) weeks notice in which case the Parties shall schedule a meeting at a mutually agreeable time.

- Topics for discussion may be agreed upon by the Committee and the agenda shall be circulated one (1) week prior to the meeting. By mutual agreement, items may be discussed if a matter arose after the agenda has been finalized.

- Minutes are to be drafted by the person appointed to act as secretary to the committee. The draft minutes shall be typed and circulated by the Employer not later than three (3) calendar weeks following the meeting.

12) VON Union Management Consultation Committee

Composition of the Site Consultation Committee

- This Committee shall be comprised of representatives of the Local Union as set out below and up to an equal number of Employer representatives, including the Site Director or designate and Nurse Managers.

- Representation for Local Antigonish, Colchester, Cumberland, Digby, Lunenburg, Pictou, Queen's, Shelburne, Yarmouth - two (2) representatives,
  Representation for Local Annapolis, Cape Breton or Greater Halifax - three (3) representatives

- One Representative of the Local Union and one Representative of the Local Employer shall alternate as Chairperson for each meeting.

Schedule of Meetings

- This Committee shall determine a schedule of meetings setting out a meeting each second month.

- The Committee shall meet unless mutually agreed otherwise.

- Meetings may be scheduled more frequently where mutually agreed.

Multi Site Consultation Committee

- The Multi Site Consultation Committee shall normally meet at least two (2) times per calendar year.

- The meeting shall include one representative of each Union Local to discuss issues of general concern. Representatives of the Union may attend as well. The Employer will determine its representatives.

SECTION 6

ELECTIONS

1) Elections of Board of Directors

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

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

Nominations

- Nominations from the floor will be accepted for Board positions only if:

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

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

- Nominations from the floor of the Regional and Component meetings will be accepted for designated alternates for the various Vice President positions.

Campaigning

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

Candidate's Speeches

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

Voting Process

- All elections shall be by secret ballot, unless otherwise provided in the Constitution.

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

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

- Should three or more candidates be offering for the same office and no clear majority exists after the first ballot is conducted, the candidate receiving the least number of votes will be removed from the ballot until a clear majority is attained by a candidate.

- The election scrutineers shall compile a list specifying the votes received by each candidate on each ballot and shall report the results to the meeting, including the actual number of votes cast for each candidate as well as the percentage of votes cast.

- The election results shall be reported to the meeting as the last order of business.

- The candidate receiving a clear majority of votes shall be declared elected for the ensuing term which will commence immediately following the conclusion of the meeting.

- Nominations shall be called for each provincially elected office by the Chairperson of the Annual General Meeting Operations and Nominations Committee and the election shall be conducted at the General Assembly in the following order:

    - President
    - 1st Vice President
    - Vice President Finance

- The results of all elections shall be reported to the general membership in a comprehensive manner. This shall include the vote tally and the percentage of votes received by all candidates for all elections. These results shall be published on the members-only section of the NSNU website no later than seven (7) days after the election. Additionally, the results shall be disseminated to the membership using appropriate and diverse forms of communication, as deemed suitable by the organization, to ensure the widest reach and accessibility.

Vote Count

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

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

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

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

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

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

- Each local will cast votes in proportion to the number of votes carried at an annual meeting.

- Should a tie vote occur, a run off vote will be done within two weeks of the counting of ballots.

- The person(s) with the second highest vote count shall be the alternate.

2) Regional Elections

- Area and Component VP positions are conducted as per the following NSNU Appendices**:**

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

  (b) The election of Vice-President Long Term Care and designated Alternate shall be as outlined in Appendix "D" – Terms of Reference for Vice President Long Term Care and this article.

  (c) The election of Vice-President LPNs and designated Alternate shall be as outlined in Appendix "E" – Terms of Reference for Vice President LPNs and this article.

(d) The election of Vice-President Community Care and designated Alternate shall be as outlined in Appendix "I" – Terms of Reference for Vice President Community Care and this article.

- The following positions shall be chosen at each Regional meeting in an election year:

    - Two (2) designated Area VPs which will follow a replacement sequence.
    - One (1) Union Discipline Committee member and one (1) alternate (both from different Locals)
    - Three (3) Regional Bursary Committee members

Voting

- Each member attending a Regional Meeting shall have the right to vote at such meetings.

- If there are more than two candidates, and no candidate receives a majority (50+1%) vote, the candidate with the lowest vote count is dropped from the ballot and the vote is conducted again until one candidate achieves the majority vote count.

- The election results with names and locals of the elected members shall be recorded and the form shall be submitted to the Provincial Office.

3) Local Elections

- Once in every calendar year, there shall be an Annual Meeting of the Chartered Local called by the President or Co-Presidents where local elections may be held.

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

Local Executive Positions

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

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

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

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

- Each Local should consider having an LPN Representative, and a shop steward on its Executive.

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

- The term of office for positions on the Executive Committee shall be no less than one (1) year and no greater than two (2) years as decided by the Local at an Annual Meeting.

Shop Stewards and Committees

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

- Shop Stewards may be appointed by the Executive Committee if a majority of the members of the Chartered Local at a meeting authorize the Executive Committee to appoint such representatives.

- Members of each Standing Committee (if any) of a Chartered Local shall be elected by a majority vote of those Local members who vote at a Local Meeting.

- The Executive Committee may set up special committees of the Chartered Local and may appoint the members of each such committee from the members of the Chartered Local, the chairperson to be chosen by the Executive Committee and to be entitled to cast a vote in the case of a tie.

- The Executive Committee may delegate any of its powers to any such committees. These committees shall be subject to any restrictions or regulations imposed upon them by the Executive Committee.

Posting Notice of Elections

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

Nomination and Voting

- Nominations for the Executive Committee and for any other positions for which elections are held shall be received from the floor.

- Any member of the Chartered Local may be nominated provided that the nominator produces satisfactory proof that the consent of the nominee to stand for election has been attained in case the nominee is not able to attend the election meeting.

- If a nominee is not able to attend the meeting where elections are to be held, the nominee shall have a member of the Local nominate them from the floor at the meeting. They may also ask the nominator to read a speech on their behalf.

- All elections shall be by secret ballot.

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

Vacancies between Elections

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

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

- The process of regular elections shall be followed.

Election of Voting Delegates for AGM or Special Meetings

- Notice for election of voting delegates for the NSNU AGM or a special meeting of NSNU shall be posted at least two (2) weeks in advance of the election.

- Any member of the Chartered Local may nominate a voting delegate(s) or alternate voting delegate(s) to an Annual General Meeting or Special Meeting of the Nurses' Union by filing with the Secretary or Secretary-Treasurer of the Chartered Local, at any time before the election, a form of nomination signed by the member and containing a statement in writing by the nominee with consent to stand for election.

- A voting delegate and an alternate voting delegate, to attend any meeting of the Nova Scotia Nurses' Union, shall be elected by a majority vote of those Local members who vote at a meeting of the Chartered Local. The alternate voting delegate shall act whenever the voting delegate is unable to do so.

4) Component Elections

- At the Annual General Meeting when elections are to be held, Component (Long Term Care, LPN and Community) meetings shall take place for the purposes of electing alternates and assistants. The following positions shall be chosen at each Component meeting in an election year:

    - Four (4) Assistants (one from each Region)
    - Two (2) designated alternate VPs (chosen from the 4 assistants) which will follow a designated replacement sequence

Voting

- Each member attending a Component meeting shall have the right to vote at such meetings.

- If there are more than two candidates, and no candidate receives a majority (50+1%) vote, the candidate with the lowest vote count is dropped from the ballot and the vote is conducted again until one candidate achieves the majority vote count.

- The election results with names and locals of the elected members shall be recorded and the form shall be submitted to the Provincial Office.

5) Acute Care Labour Management Committees Elections

- The composition of the NSHA Zone Labour Management Committee (ZLMC) and the IWK Labour Management Committee (IWK LMC) shall be defined under the Collective Agreement.

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

- The Union representatives and the alternates to the ZLMC/IWK LMC will be elected at a meeting called for that purpose or as directed by the Board of Directors.

Chair

- The Union Chair of the ZLMC/IWK LMC shall be chosen by and from the Committee representatives, with the exception of Central Zone where the Union chair shall be an NSGEU member. The Chair shall be appointed for a one (1) year term but may serve consecutive terms. An interim Chair may be selected from among the attending regular representatives in the event the usual chair is not present for a properly constituted meeting of the Committee.

Secretary

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

Chief Shop Steward

- Each ZLMC/IWK LMC must elect a Chief Shop Steward from within the Committee.

- The Chief Shop Steward shall be appointed for a one (1) year term and may serve consecutive terms.

SECTION 7

PROVINCIAL VOTING FOR TENTATIVE AGREEMENT

1) Voting Procedures

In a round of bargaining there may be several occasions when the membership may be asked to vote on issues. Time is of great importance; for this reason, and others, it would be unwise to lock the Union into a rigid set of policies and procedures to conduct the vote. The principles that should apply to the voting process are as follows:

a. All votes shall be by secret ballot.

b. A majority of those who voted shall prevail.

c. Every member who is entitled to vote shall have a reasonable opportunity to vote.

d. Every member should have an opportunity to know what they are voting on.

e. The Board of Directors shall determine the appropriate mode of communication to the members on the issues to be voted on and the procedure to be used in the voting.

f. No voting by proxy is permitted.

2) Ratification and Strike Votes – Acute Care Sector

a) The Council Negotiating Committee shall recommend that the members either ratify or reject a proposed collective agreement when it determines or is required to do so.

b) In each round of bargaining, the Lead Union, in consultation with the Constituent Unions, shall determine the method of conducting membership votes which will be applicable to all members of the Constituent Unions and the wording of the ballots to be cast by members of the Constituent Unions. However, in every case, the votes of the members of the Constituent Unions shall be counted as a single vote and not counted separately for each Constituent Union.

c) Tentative agreements will require approval by a majority of voting members of the Constituent Unions in the bargaining units.

d) Authority to conduct a strike in support of bargaining demands will require the support of a majority of employees in the bargaining units.

e) For the sake of clarity, it is understood that voting for ratification or for authority to conduct a strike will be a vote of the Provincial Health Authority and IWK Health Centre bargaining units combined.

f) All members of the Council Negotiating Committee will be bound to support decisions of the Committee and not to undermine decisions made in the course of bargaining.

3) Ratification and Strike Votes – Long Term Care and Community Care

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

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

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

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

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

f) If a tentative agreement is accepted by a majority of the members of the applicable sector who vote in a provincial ratification vote, the President, and the 1st Vice President of the Union, or if one of those is unavailable, at least two (2) other members of the Provincial Negotiating Committee, shall sign a Collective Agreement on behalf of the Nurses' Union.

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

Strike Vote (Long Term Care and Community Care)

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

SECTION 8

STRIKE POLICY

- The Labour Laws of this Province provides for a strike or a lockout to be the ultimate actions to be taken by a Union or an Employer respectively to break an impasse in an effort to conclude a collective agreement.

- The policies and disbursement of Union Funds apply only after the strike action has been sanctioned by the Board of Directors, or Executive Director, acting on behalf of the Board, or in case of a lockout by an Employer.

- The Board of Directors will be responsible for communicating strike plans with the members involved.

- Committees will be formed at the local level after direction from the Board:

Finance and Welfare Sub-Committee

- The Committee keeps daily accounts of who is actively participating in the strike action and who is therefore eligible for strike pay.

- Reports to Strike Steering Committee.

- Establishes a budget and budget control for each of the various committees (ie: amount allowed from local funds for picket signs, beverages, etc.)

- Locates and leases on a short-term basis suitable space for use as a strike headquarters.

- Obtains equipment and furnishings (ie: telephones, coffee urns, etc.) as necessary as well as materials for picket signs.

- Ensures that necessary supplies are maintained for the duration of the dispute.

- Ensures picket duty committee supply the Finance Committee with copies of picket duty schedules. This will assist in the determination of eligibility for strike pay.

- Ensures that proper forms for strike pay are completed on a daily basis.

- Distributes strike pay and ensures that the guidelines for distribution of strike pay are followed.

- Signs up people who are not already members and places their name on the list for strike pay.

- Keeps a record of all financial transactions including donations.

- Establishes proper controls and mechanisms for disbursement of strike pay.

- Identifies members with special needs and communicates these to the special Provincial Committee established to deal with such needs. In this role, in particular, the subcommittee would exercise discretion and maintain as much confidentiality as possible.

Picket Control Sub-Committee

- Picket schedules should be drawn up for seven (7) day periods with adequate days of rest for members.

- One picket-line captain is in charge of the pickets for each shift.

- Responsible for ensuring that picket lines are established and adequately staffed at the times required by the Local Strike Steering Committee.

- Inform members of strike activities and progress in negotiations.

- Reports to Local's Strike Steering Committee.

- Establishes picket lines during the hours determined by the Local's Strike Steering Committee.

- Establishes shifts and transportation for picketers. Staffing of the picket line should result in the maximum number of individuals picketing at peak traffic periods and shift changes.

- Scheduling of members should be done after consultation with the Local Steering Committee and Communications Committees.

- Instructs picketers regarding proper picket-line decorum, such as:
  - No obstruction of movement of people or vehicles.
  - No trespassing on institution property.
  - Keep in motion on the picket line. "Bunching" minimizes the number of picketers to on-lookers and it gives the appearance of attempts to obstruct movement.
- Originates slogans for pickets (impact and originality in ten words or less). The purpose of a picket is to inform the public that a strike is in progress as well as the reasons behind the strike.

- Creates automobile and store-front display signs.

- Organizes any other public demonstrations under the direction of the Strike Steering Committee. A demonstration may require a parade permit - check with the police. If you are having a rally, hold it in a central location and provide a megaphone for speakers.

Social Sub-Committee

- To maintain a high level of morale among the members.
- Organize events that will keep the members together such as rallies, information meetings and social events.
- Provide refreshments to members working in the headquarters and on the picket lines.

Essential Services

- Direction from the Provincial Office and will be based on any agreement to provide essential services.

Strike Pay

- There will be no loans from Provincial funds to any members during a strike or lockout.
- Locals shall submit strike pay claims to NSNU Provincial Office. NSNU shall issue cheques to the Local for distribution.
- Each Local shall be given a small strike fund grant when a strike or lockout occurs. The amount will be determined by the Provincial Finance Committee, and will be based on the size of the Local. This grant shall be used to finance strike setup (ie: rent, coffee, phones, etc.)
- All Locals participating in a strike shall receive grants from the Emergency Fund on the following basis:
    - Locals with greater than 750 members shall receive fifteen hundred dollars ($1,500)
    - Locals with 500 - 749 shall receive one thousand ($1,000)
    - Locals with 50 - 499 members shall receive seven hundred ($700)
    - and Locals with less than 50 members shall receive three hundred ($300)
- The Provincial Secretary/Treasurer will send a letter along with the grant explaining other aspects of the policy including appropriate use of this grant, necessity of recording the use of this grant and the return of unused funds.
- Locals receiving grants from the Strike Fund for strike related expenses shall keep strict records of the use of such funds, and further, at the end of the strike shall return any

unused monies from the strike fund, and on the "appropriate forms" shall itemize the use of such funds.

Eligibility for Strike Pay

For the purpose of strike pay eligibility, a pay week will be a seven (7) calendar day period commencing on the first day of the strike and continuing until the same day of the week following the strike. For example, if a strike commenced on a Wednesday and an agreement is reached on a Saturday, the end of the strike, for strike pay purposes, will be the following Wednesday.

Provincial/Local Negotiating Committee

Negotiating Committee Members shall be entitled to salary replacement or salary from the employer and expenses for the number of days spent in negotiations.

Board of Directors

If a Board Member, or any Member(s) designated by the Union to perform Union activities is on strike or is locked out, the Member(s) will not receive salary replacement/honorarium for meetings as work performed for the Union. Such time will be considered as time worked and is eligible for strike pay.

Members

To be eligible for strike benefits the member must actively participate in the strike. That is, the member must perform the assigned task(s) when the member is called upon by the Strike Steering Committee or one of the sub-committees.

- Must be a member of the bargaining unit of the Local on strike.
- The strike that the NSNU Local is directly involved must be a legal one.
- Members of an NSNU Local who were locked out by their Employer.
- The member must have lost pay for a full week in order to qualify for strike pay for that week.
- Any monies received from employment, excluding vacation pay, will be deducted from the strike pay amount for that week.
- A member on Worker's Compensation or on an unpaid leave of absence which began prior to the strike will not be entitled to receive strike pay.

Pay Period

- The strike pay period will be each fourteen (14) day period commencing the first day of the strike and ending on the same day of the week following the strike.

- The cheques will be processed by the Provincial Office Staff upon receipt of appropriate forms indicating the names and other required information needed for processing.

- The cheques will be forwarded to the Local Treasurer or Site Representative on the Finance and Welfare Steering Committee by the fastest reasonable means possible for distribution to the members.

Amount of Benefit

- Strike pay will be determined by the Board of Directors. Any income earned from employment during that week will be deducted from the strike pay.

- Members applying for strike pay must complete a strike pay claim form and submit it to the Site Representative on the Finance Committee.

Members with Special and Urgent Needs

- There may be members who develop urgent financial needs during the strike that require special attention. A special committee called the Special and Urgent Needs Committee should be formed which should bring any such extreme hardship cases to the attention of their regional representative.

- The Board of Directors will set up a parallel committee to work with this Bargaining Unit Committee to assess and deal with these urgent and special needs within the confines of the strike fund budget.

Disciplinary Action During a Strike

- A member who crosses the picket line of the Local Union, without having been designated by that Local, to perform essential services, or who engages in any conduct detrimental to the Union, may be subject to disciplinary action in accordance with Article 16 of the Constitution.

SECTION 9

DISCIPLINE PROCESS FOR NSNU MEMBERS

Any member of the Nova Scotia Nurses' Union, including a member of the Board of Directors, a committee member, an officer of the Union or an officer of a Local found guilty of violating alone, or in concert with other members, any provision of the NSNU Constitution, or a decision of a Local, or a decision of the Board of Directors, or of dishonesty, misconduct, conduct unbecoming a member, or conduct detrimental to the welfare and interests of the Nova Scotia Nurses' Union or its members, shall be subject to discipline.

Charge Process

- A charge against a member must be made in writing, shall include specific details of the alleged offence and shall be filed with the Executive Director within fourteen (14) calendar days of when the member bringing the charge became aware of the alleged offence.

- The Executive Director will arrange for transmission of the charge to the Union Discipline Committee members.

- A member of the Board of Directors, an officer of the Union or an Officer of a Local or a member of a committee against whom a charge has been brought shall continue in office until a determination of the charge has been arrived at except where the member has been suspended under Article 18 of the Constitution.

- The Executive Director shall send a copy of the charge to be served upon the member within seven (7) working days of the filing of the charge.

Union Discipline Meeting

- Within four (4) weeks of the copy of such charges being served upon the member, or within such further time as the Union Discipline Committee may determine, the Chairperson of the Union Discipline Committee shall call a meeting of the Committee for the purpose of conducting a hearing at which evidence concerning the charge laid will be presented.

- No evidence shall be considered at this hearing unless the complainant and the accused member have at least ten (10) working days notice of the hearing and have been given a reasonable opportunity to be present.

- The accused member shall be given every reasonable opportunity to be heard and shall have the right to cross-examine the member who filed the charge or witnesses called by the member and shall be permitted to present evidence. All evidence shall be given under oath or affirmation.

- The accused member may choose to have legal counsel for assistance or may waive that right. The cost of counsel for the accused shall not be the responsibility of the Union.

- The Union Discipline Committee has the authority to adjourn, as the Committee may determine. If the member who makes the complaint does not appear at the hearing without reasonable excuse, the complaint will be considered to be withdrawn.

- Upon the conclusion of the hearing, the Union Discipline Committee shall decide whether the charges are warranted. If the charges are warranted, the Committee shall decide as to penalty.

- The Committee's decision as to the charges and the penalty shall be issued within two weeks of the conclusion of the hearing. The decision of the Committee will be communicated in writing to the member who filed the charges, and the accused member, the Executive Director and the President of the Nurses' Union.

- Penalties that may be imposed by the Union Discipline Committee include, without limitation, the following:

    - Reprimand
    - Fine
    - Suspension from membership in the Nova Scotia Nurses' Union
    - Expulsion from Board of Directors, Committees or office in a Local
    - Expulsion from membership in the Nova Scotia Nurses' Union

Appeal Procedure

- A member, member of the Board of Directors, a Committee member, officer of the Union or officer of a Local upon whom discipline is imposed or the member who has laid charges may appeal a decision of the Union Discipline Committee to the Union Discipline Appeal Committee provided such appeal is made within two months after a decision of the Union Discipline Committee.

- The Appellant shall file a request for an Appeal in writing to the Chairperson of the Union Discipline Appeal Committee care of the Executive Director and shall specify the grounds of the Appeal and the relief sought from the Union Discipline Appeal Committee.

- Within four (4) weeks of a copy of an Appeal being filed with the Chairperson of the Union Discipline Appeal Committee care of the Executive Director or such longer time as the Committee may determine, the Chairperson of the Union Discipline Appeal Committee shall call a meeting of the Committee for the purpose of conducting a hearing into the Appeal.

- Notice of the hearing of the Union Discipline Appeal Committee shall be provided to all persons affected by the Appeal not less than ten (10) working days before the hearing.

- The Appeal shall be heard on the basis of the record produced by the Union Discipline Committee unless, in the opinion of the Union Discipline Appeal Committee, new evidence should be considered on the appeal. In the event new evidence is heard all parties should be given a reasonable opportunity to be heard and shall have the right to present evidence and make representations to the Committee.

- Upon the conclusion of the hearing, the Union Discipline Appeal Committee shall determine the appeal. The Union Discipline Appeal Committee may accept or change the decision of the Union Discipline Committee including dismissing the complaint. The Union Discipline Appeal Committee shall have the right to substitute a penalty that it considers just and reasonable if it determines that discipline is warranted. The decision of the Union Discipline Appeal Committee shall be final and binding.

- Any party to an appeal before the Union Discipline Appeal Committee shall have the right to appeal to the next Annual Meeting following the decision of the Committee. At the Annual Meeting, the affected parties shall have the right to make representations in writing only.

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

Emergency Situations for Discipline

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

    - That a fraudulent or dishonest act has been committed or is about to be committed against the Union or a Local.

    - That a serious danger threatens the Union, its members or a Local by reason of an action or omission on the part of a person holding an office of responsibility.

Process

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

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

require the Local to amend and rectify any policies or activities contrary to the principles, policies or Constitution of the Nurses' Union and the Board of Directors may:

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

Appeal

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

Trusteeship/Reorganization of a Local

- The Board of Directors or the Trustees(s) may order that all funds and properties of any nature held by the Local shall be held in trust for the purpose of effecting a re-organization of the Local.
- If such re-organization is effected, those funds and properties shall be re-invested with the Local for its use and benefit; if not re-organized within a period of one (1) year, such funds and properties shall revert to the members.
- Where the Board of Directors orders that all funds and properties held by a Local shall be held in trust of the Nurses' Union, it shall be the duty of the officers of the Local to deliver all funds and properties of any nature held by the Local to the Executive Director of the Nurses' Union.
- The Executive Director, or duly authorized agent, shall be entitled to take immediate possession of all funds, properties, books and records of the Local and shall have authority to bring appropriate legal proceedings to secure such funds, properties, books and records.
- Where the Board of Directors appoints a Trustee, the Trustee shall perform all the functions of a Local under this Constitution and shall have all the authority required to conduct the affairs and administer the funds of the Local**.**

SECTION 10

MEMBER EDUCATION

1.0 Education

NSNU is committed to:

- Enhancing educational opportunities for members and locals.
- Educating nurses about NSNU's value and services, featuring improvements in nurses' well-being through unionism.
- Developing a process to identify and encourage potential leaders.
- Building awareness and positive action for members and public.

Shop Steward/Local Executive Training:

- Training for Shop Stewards and Local Executives members may be requested at any time through the Education and Technology Officer.
- Arrangements will be made to provide optimal benefit to the local representatives onsite, offsite or at the Union office.
- Opportunities for group training (several locals at same time/place) may be offered as required and will be authorized by the Board of Directors.
- The Union shall provide educational materials for the educational sessions as required.

Provincial Education Sessions

- Educational sessions will be planned by the Education Committee and staff normally in conjunction with the Annual General Meeting.
- Other opportunities for provincial educational sessions will be determined by the Board (such as Component or Regional meetings).

Eastern Labour School (ELS)

1. ELS shall be held every second year.
2. Location shall rotate within four Atlantic provinces.
3. Planning for each Labour School will be done through consultation with the Executive Directors and Presidents.
4. The hosting province shall make arrangements for site, accommodations, facilitators, entertainment etc.
5. NSNU will attempt to maximize opportunities for members to attend ELS.

2.0 Scholarships, Grants and Bursaries

The Union shall support the administration of the following scholarships, grants, and bursaries to NSNU Members on an annual basis.

2.1 Annual Scholarships

All Scholarships are subject to the two following notes:

- Preference will be given to applicants who have not previously received an award.
- The application form must be completed and received by the Education Committee by the deadline set each year.
- The Winnifred Kettleson and Glenna Rowsell Memorial Scholarships are only available in years when Eastern Labour School is offered.
- The Winnifred Kettleson Scholarship commences in 2026 and will end after 10 awards.

Scholarship Name:	NSNU Annual Scholarship
Awarded Amount:	$2,000
Number of Awards:	3
Awarded Categories:	• Dolores Chase • Nursing Degree/Diploma Program • Continuing Education
Selected By:	NSNU Education Committee
Scholarship Criteria:	• A member in good standing at the time of application review by the Education Committee. • The Delores Chase Award Category shall be granted to a member enrolled in a Nursing Degree Program and maintains a robust level of union engagement and activity. • The Nursing Degree/Diploma Award Category shall be granted to a member enrolled in a Nursing Degree/Diploma Program. • The Continuing Education Award Category shall be granted to a member enrolled in relevant Continuing Education.

Scholarship Name:	NSNU Family Scholarship
Awarded Amount:	$2,000
Number of Awards:	2
Awarded Categories:	• Nursing Degree Program • LPN Program
Selected By:	NSNU Education Committee
Scholarship Criteria:	• A member in good standing at the time of application review by the Education Committee.

	• The LPN Award Category shall be granted to a family member of an NSNU member enrolled in the Licensed Practical Nursing Program. • The Nursing Degree Program Award Category shall be granted to a family member of an NSNU member enrolled in a Nursing Degree Program. • For the purposes of the scholarship policy, family members include: son, daughter, stepson, stepdaughter, grandchild, step grandchild or spouse of a current member in good standing of NSNU.

Scholarship Name:	CFNU Scholarships
Awarded Amount:	$1,000
Number of Awards:	3
Awarded Categories:	• Nursing Student Scholarship • Indigenous Nursing Student Scholarship • Kathleen Connors Rural and Remote Nursing Bursary
Selected By:	NSNU Education Committee
Scholarship Criteria:	• These scholarships, funded by CFNU, are awarded to an unlicensed student enrolled in an accredited nursing education program in Nova Scotia. It is hoped that the recipient of this scholarship will one day show leadership within the CFNU. • The Indigenous Applicant Award Category is intended for a nursing student who identifies as Indigenous. CFNU's goal is to assist Indigenous students in accredited nursing education programs throughout Canada. • The Kathleen Connors Rural and Remote Award Category is intended for nursing students who are from and intend to work in a rural area in Nova Scotia. • All applicants must complete the appropriate application form and write a one thousand (1000) word essay on the following Award Category topics • General Applicants - Why is it important for a nurse to practice within a unionized environment? • Indigenous Applicants - Why is nursing important to me? • The successful applicant will be chosen by the Education Committee using a blind selection process and notified at the completion of the NSNU Annual General Meeting. • Preference will be given to applicants who have not previously received a scholarship. • In consideration of receiving a scholarship from CFNU, a recipient agrees to grant permission to CFNU and/or Member Organizations or the CNSA to publish their name and/or photo.

Scholarship Name:	Elizabeth and Brittany MacPherson Scholarship
Awarded Amount:	$1,000
Number of Awards:	1
Awarded Categories:	N/A
Selected By:	NSNU Education Committee
Scholarship Criteria:	• This scholarship has been established in memory of Elizabeth and her daughter Brittany MacPherson who tragically lost their lives to domestic violence. Elizabeth was a Registered Nurse with the Victorian Order of Nurses and was very proud of her daughter's accomplishment as a graduate of Saint Mary's University with a bachelor's degree of Psychology. Funding for this scholarship is provided by the NSNU VON Colchester-East Hants Local. • The scholarship is awarded to a resident of Colchester or East Hants. • The applicant must be enrolled in a nursing degree program. • Preference will be given to single parents.

Scholarship Name:	Glenna Rowsell Memorial Scholarship to Labour School
Awarded Amount:	Funding for 1 Attendee to Eastern Labour School
Number of Awards:	1
Awarded Categories:	N/A
Selected By:	NSNU Education Committee
Scholarship Criteria:	• The Union shall provide a sum of money in each budget sufficient to fund one Member to attend Labour School in a year when Labour School will be held. • The application form may be completed by an individual Member or by a Local who wishes to nominate an individual Member. • A member in good standing at the time of application review by the Education Committee. • The applicant must be attending Eastern Labour School for the first time. • The applicant must be interested in attending the General Labour Relations course at Eastern Labour School.

Scholarship Name:	Winnifred Kettleson General Labour Relations Scholarship
Awarded Amount:	Funding for 1 Attendee to Eastern Labour School
Number of Awards:	1
Awarded Categories:	N/A
Selected By:	NSNU Education Committee
Scholarship Criteria:	• The Winnifred Kettleson scholarship was established in memory of Winnifred Kettleson. This scholarship will provide an opportunity

	for an NSNU member to be awarded up to $1000.00 to attend Eastern Labour School. • The application form may be completed by an individual Member or by a Local who wishes to nominate an individual Member. • A member in good standing at the time of application review by the Education Committee. • The applicant must be attending Eastern Labour School for the first time. • The applicant must be interested in attending the General Labour Relations course at Eastern Labour School.

2.2 Grants

NSNU offers the following grant(s) subject to:

- Preference will be given to applicants who have not previously received an award.
- The application form must be completed and received by January 31st, annually.

Name:	Shirley Farrell Memorial Solidarity & Wellness Grant
Amount:	Up to $2,000 per year
Selected By:	NSNU Board of Directors – Grant Committee
Rational:	Shirley Farrell graduated with a diploma from St. Martha's School of Nursing in 1985. Her dedication to nursing and her pursuit of justice for her colleagues led her to many positions within the Nova Scotia Nurses' Union where she served as shop steward and local president. Her career in nursing and her involvement in the NSNU brought her great joy; she formed many friendships and loved representing her members. A fixture at NSNU gatherings and events, she was known for her outspoken demeanor and strongly held beliefs. Shirley will be remembered for her steadfast dedication to her family and her limitless generosity. In Shirley's honour, NSNU has introduced the Shirley Farrell Memorial Solidarity and Wellness Grant to be awarded annually to a Local(s) for an event(s) that promote Union activism. The grant will provide funding to NSNU local organizations in good standing to support projects, events or activities that encourage union growth, participation, and solidarity. This grant is to encourage local engagement in union solidarity and wellness. Locals can apply for funds in support of a local event, activity or initiative.
Grant Criteria:	• Apply as a local, not as an individual. Submissions require local executive approval or sign-off. If absent, contact your representative Board of Director for approval. • How the activity, event or initiative will promote solidarity, and wellness should be clearly described in the application. • A detailed budget showing how the proposed awarded funds will be spent is required.

	• A local can only receive this grant once per year, and priority will be given to locals who have not been awarded previously. • A plan on how the locals will disseminate their activity, event or initiative should be clearly explained, so the outcome can be shared across all NSNU channels needed. This includes photos, stories, data or other relevant information. • All applications must be submitted by the deadline and fully completed.

2.3 NSNU Bursaries

The following Area VPs shall be responsible for chairing a Bursary Committee for their area: Central VP, Eastern VP, Northern VP, Western VP and VP IWK. Each Bursary Committee shall consist of two (2) other members elected during a meeting of the region/IWK normally held at the Annual General Meeting during a year where elections are taking place.

On an annual fiscal basis, the Union shall allocate two thousand dollars ($2,000) per region/IWK in bursary funds for members of that region to use for educational workshops, seminars, certificate programs, or courses related to the job of a member. The bursary shall be used by the members to help defray the costs of registration fees for the educational activity.

$500 is allocated towards bursaries each quarter, with any remaining money at the end of each quarter being carried to the final quarter of the year.

The deadlines for each quarter are as follows:

- Q1 - March 31
- Q2 - June 30
- Q3 - September 30
- Q4 - November 30 (to account for any leftover funds from previous quarters and to ensure all payments are processed before the end of the year)

Members in the region/IWK shall apply to the appropriate Bursary Committee and shall include their name, the name of their NSNU Local, their address, the educational activity attended, including the date, location and description of the topic. Members can be approved prior to training. Payment of the bursary can only be provided if receipt for the fees paid is submitted. The regional bursary form should be completed and submitted to the area/IWK vice president.

Submissions should be made in the year that the course takes place, however the committee will accept applications that have receipts which are dated within 2 months of the current calendar year. The Bursary Committees intend to meet within two weeks of each of the respective deadlines. Approved bursary amounts are forwarded by the Bursary Committee to the Provincial Union office where payment will be forwarded to the member.

SECTION 11

FINANCIAL POLICIES

1) Member Reimbursements

Objective

To ensure members are adequately reimbursed for their time and expenses while participating in the business of the Union.

Reimbursement

Claims for salary replacement, travel, accommodation, and meal expenses submitted to the Union will be paid to members of the Union who are eligible and attend functions sanctioned by the Union in compliance with other policies and the Constitution.

Union Sanctioned Functions

Only members elected, delegated or appointed by the NSNU will be reimbursed when attending the following Union sanctioned functions:

- Annual General Meeting and Education Day
- Provincial Bargaining Conference
- Component and Regional Meetings
- Board of Director Meetings
- Standing Committee Meetings
- NSHA Zone Labour Management Committee (ZLMC), IWK Labour Management Committee, Long Term Care Union Management (UMCC) Committee Meetings or VON Multi Site Meetings
- Joint Education Sessions
- Negotiations (Provincial Committee or individual Bargaining Unit)
- Council of Presidents Meeting
- Labour School
- Grievance Mediation, Arbitration Hearings or Labour Board Meetings, where the member is required by NSNU to attend as a witness or for support
- Public Relations photo shoots for NSNU videos or commercials
- Long Term Disability Board of Trustees meetings
- CFNU Biennium AGM
- Federal Committee meetings where the member has been chosen to represent the NSNU
- Nova Scotia Federation of Labour AGM Conference
- CLC Committees and AGM Conference
- Other meetings specifically sanctioned by the Board of Directors of the Union
- Special meetings as defined in the Constitution

These financial policies cover both virtual and in-person meetings.

Eligibility to Attend

In most cases, to be eligible to attend, members must be Committee or negotiating team members, or be chosen to represent NSNU or their Local at the event. As a general rule, the Provincial Union may sponsor one member from each Local for provincial meetings or for some events, such as our AGM, one member per hundred. Locals who have merged since 1980 retain their original Union paid seat for Labour School as well.

NSNU will also sponsor an additional twelve members for the AGM and Education Day conference through a draw for seven first time attendees and five members age thirty-five or less.

For Labour School an additional ten members are sponsored through draws for five first timers and five members age thirty-five or less.

NSNU sponsors ten additional members for the CFNU and Federation of Labour Biennium through draws for eight Locals and two individual members at large.

Salary replacement for attending most Regional and Local meetings is not covered by the Provincial Union.

Completing the Forms

Members who are eligible to be provincially sponsored to attend meetings based on Union Policy and the Constitution must submit properly completed Salary Replacement and Expense forms to be reimbursed for their costs.

When completing the forms, the proper hourly rate and the actual number of hours worked in a shift should be filled in. The proper hourly rates are referred to in Appendix "A" of the Collective Agreements.

Failure to accurately complete the forms will delay processing of reimbursement cheques.

2) Salary Replacement

Maximum Number of Shifts and/or Days Off

The maximum number of shifts or days off a member can claim is the same as the number of days of the meeting or function. For example, for a three-day meeting, three shifts (or combination of shifts and days off) can be claimed under Union policy. For a one-day meeting only one shift can be claimed. *Members on a day off or vacation should claim the actual length of the meeting up to a maximum of 7.5 or 8 hours depending on the hours of work in their Collective Agreement.*

Night Shift Before or After a Meeting

When a member must be absent from a scheduled evening or night shift immediately prior to or immediately after a meeting, the Union will be responsible for covering that lost shift. If the NSNU is responsible for the night shift, additional hours of direct pay on the day of the meeting cannot also be claimed.

Travel Time

If a member travels more than 100 km (one way) to attend a Union sanctioned function, and this travel time is not covered by the salary continuation or replacement hours already being claimed for the meeting day, they may add a claim for their total travel time to their salary replacement form. The salary replacement form must include the length of the meeting (hours), the travel (km & hours) and the total hours requested for direct pay from NSNU.

If a member travels more than 300 km to attend a Union sanctioned function, and gives up a day shift ending after 3pm in order to travel to the meeting, the Union will be responsible to cover one lost shift, in lieu of a travel time claim.

Typically, most Union sanctioned meetings start prior to 9am. If the meeting starts after this time, the Board of Directors can choose to amend how far a member is expected to travel to attend (within a reasonable expectation).

Travel after a Meeting

In the interest of safe driving, a member shall not be required to travel more than the following amounts unless they choose to do so:

- 300 km after a full day meeting
- 450 km after a half-day meeting
- 600 km on a day the member was not scheduled to work

If a member stays overnight after a meeting, there is an expectation that the member will travel up to 100km to attend a day shift (the next day). If the distance they have to travel is greater than 100km, they can claim the actual travel time (if on a day off) or one lost shift (in lieu of travel time).

Cancellation of a Meeting

If a meeting is cancelled by the NSNU on short notice or without notice due to a storm, flight cancellation and/or lack of a quorum, a member that is on a leave of absence from a scheduled shift, and cannot retrieve the shift, shall have the cost of that shift covered by the Union.

The member that is on a day off shall be paid salary replacement for the time spent in an attempt to get to and from the meeting.

Authorization to Leave a Meeting

If a member being paid by the Union leaves a meeting before it adjourns, without permission of the Chair or the Meeting as a whole, the member shall lose salary replacement for the entire meeting. The entire meeting may consist of one or more days.

Leave of Absence

Members on a leave of absence from scheduled shifts to attend a Union sanctioned function shall complete the appropriate forms and submit them by the specified deadline to their Employer and the Union so that their salary will continue for the missed shifts and the Union will have a record of the leave of absence hours taken to attend the meeting. The Union will reimburse the Employer their salary and benefit costs for Union sponsored members upon receipt of an invoice from the Employer. This arrangement is available to all members from Acute Care and to most members from other sectors as per their Collective Agreements.

Salary replacement is paid directly to the member through the Union payroll if the member's employer is not continuing their salary for the leave of absence days.

Day Off, Vacation, Lieu Time

Salary replacement is paid directly to a member through the Union payroll if the member is on a day off, vacation or lieu day to attend the meeting. A maximum of 7.5 hours (or 8 hours for Long Term Care members) will be paid per day.

Employer Sponsored Members

Under the Acute Care Collective Agreement, the Employer is responsible for covering salary costs for leave of absence shifts for members to attend Annual General Meeting and/or Provincial meetings. Also the Employer has the responsibility to cover leave of absence shifts for NSHA Zone Labour Management Committee (ZLMC) and IWK Labour Management Committee members to attend all such meetings with the Employer, and for Provincial Negotiating Committee members in Acute Care Negotiation Meetings with the Employer. For these costs the employer will not invoice the Union.

Locally Sponsored Members

If a Local, via a motion, agrees to pay for salary replacement or salary continuation over and above the hours covered under Union policy, a member can claim salary replacement through the Union, and the Union will bill the Local for those costs.

The salary replacement form must be authorized and signed by two Officers of the Local, other than the member receiving payment.

It is understood that the Union will pay the salary replacement and the Local will be billed for the gross salary replacement plus the employer's contribution to Canada Pension and Employment Insurance.

Self-Sponsored Members

Extra members may be permitted to attend the Annual Meeting and/ or education functions providing sufficient meeting space is available. A registration fee may be charged to those members who self-sponsor.

Invited Guests

Invited Guests such as Honorary Members will not be reimbursed for their time, but their expenses will be paid by the Union.

Discretionary Responsibility

Unusual situations not covered under written policy will be determined at the discretion of the President, Executive Director or Director of Finance & Operations.

Honoraria for Chief Shop Steward / Secretary

Annually, an honorarium of $500 is paid to the member(s) who serve as a Chief Shop Steward and/or a Secretary of each NSHA Zone Labour Management Committee/IWK Labour Management Committee. This is compensation for time spent on duties over and above the regular meetings with the Employer already sponsored by the Union.

Retroactive Pay

Upon conclusion of a new collective agreement, retroactive pay will be paid to any member who was paid salary replacement from the Union during the time a collective agreement was being negotiated.

Deadlines for Salary Replacement Claims

For preplanned organized events, such as the Annual General Meeting, Component Meetings, Labour School and other Education activities, deadlines for submission of salary replacement forms will be set by the Union. Completed forms received by the deadline will be processed and salary replacement will be paid within two weeks following the function or by the date specified in the “Notice of Meeting”. Forms submitted after the deadline will be processed and the salary replacement will be paid as soon as reasonably possible.

3) Expense Policies

Travel

Wherever available, the Union will use unionized vendors for travel and accommodation.

In order for members to be reimbursed for travel costs, members are required to use the mode of transportation recommended by the Union.

Union sponsored members travelling by automobile to and from a Union sanctioned function shall be paid 59 cents ($.59) per kilometer for the number of kilometers travelled.

For members travelling in groups, only the automobile owner shall be reimbursed for the number of kilometers travelled to and from the function.

Parking expenses incurred will be reimbursed upon submission of a receipt.

Air fare will be paid by the Union if a provincially sponsored member or Board member is required to travel by air to and from a Union sanctioned event. Travel arrangements must be made to obtain the most economical ticket.

Taxi fare will be paid by the Union for members required to travel while on Union sanctioned business. Receipts must be provided for reimbursement of taxi fares included on member expense reports.

Accommodations

Members required to travel to attend Union sanctioned functions shall have their accommodation paid for by the Union as noted below. Accommodation for Labour School are included in the registration fee. For most provincial meetings, the Union will arrange accommodation and pay the hotel directly.

Incidental costs at hotels are not the responsibility of the Union and must be paid by the member upon checkout. Meals are not to be charged to the room but paid separately and the meal allowance claimed on an expense report.

The Union will consider extending the policy based on late night meetings or inclement weather

<u>Travel more than 100 km</u>
For meetings that are one day or more where members must travel more than 100 kilometers or one hour to attend, and if accommodation costs are normally paid by the Union, members may opt to stay overnight the night before each day of the meeting.

<u>Travel less than 100 km</u>
Members who travel less than 100 kilometers or one hour to attend meetings that are more than one day shall not have their accommodation costs paid by the Union for the night before the first

day of the meeting. For the night(s) before each subsequent meeting day, the Union shall pay the cost of the accommodation.

Travel less than 40 km

Members traveling less than 40 kilometers away from the meeting place shall not have their accommodation costs paid by the Union.

Travel after Meetings

After a Union sanctioned function, if a member lives beyond the kms noted below, the Union shall pay for one night accommodation costs should the member choose to stay and travel the next day:

- 300 km after a full day meeting receipt
- 450 km after a half-day meeting
- 600 km on a day the member was not scheduled to work

If the members are attending a Union sanctioned function, there will generally be the option of staying in the same hotel if chosen beforehand and based on availability.

Members travelling further than the distances noted above can also choose to stop after travelling these distances. If this is the case, they can stay in a hotel of their choice which they are responsible for booking themselves (at a reasonable cost). This can be included in an expense claim to the Union along with the receipt.

Meals

When group meals are provided for members attending Union sanctioned events, members are expected to take advantage of them. If they choose not to, their expenses will not be reimbursed for that meal.

If group meals are not provided or when a member is en route to a function over a meal period, the allowable expense claim for each meal is as follows:

Breakfast	$14.00
Lunch	$20.00
Dinner	$35.00
Total per day	**$69.00**

The above amounts include taxes and gratuity.

Receipts for meal expenses are not required.

Locally Sponsored Members

Observers and Locally sponsored members attending Union sanctioned functions will have accommodation provided by the Union and the Local will be billed for the cost after the meeting.

Where group meals are provided, the cost of those meals will be billed to the Local after the function.

Any Observers or Locally sponsored members that have meals enroute or other expenses should submit their claims directly to their Locals for approval and reimbursement.

Individually Sponsored Members

Individually sponsored members may be required to pay a registration fee. The amount of the fee will be set by the Director of Finance and Operations.

Public Relations/Donations

An amount equal to the cost of supporting three foster children through Foster Parents Plan shall be designated in the Public Relations budget on an annual basis.

Additional donations may be made annually with Board of Directors' approval.

Support for Other Striking Unions

If another Nursing Union is on strike a maximum amount of $1,000 may be donated.

At the discretion of the Board of Directors an amount not to exceed $500 may be donated to support another Union on a legal strike.

Attendance at Professional Association Annual Meetings

If NSNU is paying the expenses/salary of a member attending these meetings, the member is there to represent the views of NSNU and no other group.

Expenses Not Covered Under Policy

Traffic or parking violations and tickets will not be paid.

Completing the Expense Report

Completion of the Expense Form is required in order to receive any reimbursement for expenses incurred. Any required receipts must be attached.

4) Board of Directors (BOD)

The Board of Directors are bound by the same salary replacement and expense reimbursement rules as all other members except for the following areas specific to their role:

Board of Directors Honoraria

Board members will be reimbursed at the top salary rate for an RN2 for 7.5 (or 8) hours per day when they attend BOD Meetings. In the case where their salary does not match that rate the Union will pay them the difference.

Holiday Pay for Board of Directors

A Board Member who must give up a shift on a contract holiday to attend a Union sanctioned meeting or function will receive time and one-half for that holiday.

Education Seminars

Salary replacement and expenses will be paid to Board Members attending education seminars or meetings as required by the Union up to a maximum of $2,000 per Board member per year. Excluded from this amount is kilometer and meal reimbursement.

Public Relations/Hospitality

If a Board Member incurs a reasonable cost aimed at improving the image of the Union or to establish or enhance our relationship with other organizations or individuals, the Union will reimburse that member upon presentation of such reasonable claim.

Provincial Negotiating Committee (PNC)

The PNC also follows the same policies for reimbursement as all other members, with the following exception:

If negotiations extend beyond the normal shift hours the Union will pay the member directly for the additional hours spent in negotiation.

5) Other Financial Policies

Standing Committees

The number of meetings per year for standing committees shall be incorporated into the budget. Any committee which will exceed its budgeted amount will require prior approval from the BOD for extra meeting(s) or expenses.

Signing Officers

All Union cheques must be signed by two signing officers as defined by the Board of Directors.

Cheques over $5,000 must be signed by two of the following: President, Executive Director, or Director of Finance and Operations.

Electronic Funds Transfer (EFT) Payments must follow a two-stage approval process. EFT payments can only be released by the President, Executive Director, or Director of Finance and Operations.

EFTs above $20,000 must be approved by two of the following: President, Executive Director, or Director of Finance and Operations.

Accounts Payable

All invoices, salary replacement forms and expense reports must be approved and initialed by the Director of Finance & Operations (or designate) prior to payment.

Every effort will be made to process all payments and reimbursements in a timely fashion.

Revenues

Union dues and assessments are set at the Annual General Meeting or Special Meetings of the Union.

Locals have the right to levy dues on their members over and above the Provincial Union dues and assessments.

Union dues are paid by members through payroll deduction and remitted by Employers directly to the Union.

The Provincial Union office will process the Employer payments and forward any local dues to the Treasurer of each Local.

All newly certified Locals will commence paying dues following the signing of the first Collective Agreement.

In the event an employer informs NSNU that they have neglected to deduct proper dues from a member, it is the employer's responsibility to correct the error, pay the back dues to the NSNU office, and work out a repayment plan with the member so as to avoid any undue hardship to our member as a result of the employer's error.

Accounts Receivable

Accounts receivable consists primarily of Union dues receivable from Employers, and billings to Locals for salary replacements paid by the Union for locally sponsored members.

The Union has a 30 day payment policy. Notices will be sent at thirty day intervals.

After 90 days the Union will have the right to withhold Local dues to pay for any overdue receivable amounts owing by a Local.

If Locals merge any debt will become the responsibility of the successor Local.

The Union reserves the right to refuse credit to any Locals who are in arrears.

Nurses Week Sponsorship

Annually, the Board of Directors of the Provincial Union provides each Local with $100 to use to celebrate Nurses' Week in May.

Local Financial Responsibilities

The responsibility for setting up a bank account in the name of the Local, depositing Local dues EFT received from the Provincial office, signing cheques for Local expenditures, maintaining financial records of receipts and disbursements, and reporting financial results at Local meetings rests with the Local Executive, primarily the elected Treasurer.

For good financial control all cheques should have two signatures. If the Local Executive changes, the departing Executive members should arrange the changes in signing officers with the bank. There is a standard letter available from the NSNU Provincial Office to achieve this.

Salary replacement, stipends or honorariums are considered taxable income and should be processed through the Provincial Union office so that proper income tax, EI and CPP deductions can be made and remitted to Canada Revenue. Locally sponsored salary replacement will then be billed to the Local by the NSNU Provincial Office. Reimbursement of locally sponsored members' expenses as well as other Local spending can be paid directly using Local cheques or funds.

Locals with annual dues income of more than $20,000 must have an annual review performed and statements prepared by an independent accountant. Locals with annual income of $20,000 or less shall appoint at least one member of the Local as a trustee to review the books and sign the Annual Financial Report. The results of these reviews should be presented to the Local Executive and a report tabled at the Local Annual Meeting. Copies of the reports should be forwarded to the NSNU Provincial Union office for review.

SECTION 12

LABOUR/LEGAL ASSISTANCE POLICY

1) Policy

The Union may provide labour or legal representation, subject to the terms, conditions and limitations set out below, to assist Members of the Union with certain matters in employment-related situations falling outside the Collective Agreement.

This Policy, and its terms, conditions and limitations, may be amended, suspended or terminated by the Board of Directors at any time. Upon suspension or termination of this Policy, no further requests for representation in matters other than those arising out of the Collective Agreement will be accepted. Matters commenced before the suspension or termination of this Policy will be completed.

2) Terms, Conditions and Limitations of the NSNU Labour/Legal Assistance Policy

Section I - Scope and Coverage

1. Scope of the Policy

Subject to the terms, conditions and limitations of this Policy, including Section IV (Benefits and Limitations), the Union may provide labour or labour/legal representation or assistance to eligible Members in the following employment-related situations falling outside the Collective Agreement:

i. Proceedings before the Member's regulatory body (i.e.: Nova Scotia College of Nursing)

ii. Inquiries under the *Fatalities Inquiries Act* in which the Member has a direct and substantial interest

iii. Civil lawsuits involving the Member

iv. Criminal charges laid against the Member

v. Participation as a witness in an inquiry, or a civil or criminal proceeding

vi. Appeal of decisions on Canada Pension Plan applications and Long-Term Disability claims

Section II - Eligibility

1. Eligibility of Members

Eligibility for representation or labour/legal assistance under this Policy is limited to all Nurse Practitioners, Registered Nurses, Licensed Practical Nurses, Graduate Nurses and Undergraduate Student Nurses, who:

i. At the time of the incident(s) giving rise to the need for representation, were included within a bargaining unit for which the Union was certified as the bargaining agent; and

ii. Were Members of, or regularly paying dues to, the Union on or before the date of the incident or incidents that gave rise to a claim for representation under this Policy. This includes Members who are:

   a. On an authorized paid or unpaid leave of absence

   b. On Long Term Disability

   c. On Workers' Compensation

   d. Laid off for a period permitted by the applicable Collective Agreement governing the Member's employment

   e. Terminated or suspended by the Employer without just cause

2. Eligibility of Matters

A. Eligibility for representation or labour/legal assistance under this Policy is limited to matters where the events giving rise to the matter(s) arose out of or occurred in the course of the Member's employment as a Nurse Practitioner, Registered Nurse, Licensed Practical Nurse, Graduate Nurse or Undergraduate Student Nurse at an agency where the Member was functioning as a Member of an NSNU bargaining unit.

B. Otherwise, eligible matters are excluded for representation or labour/legal assistance under this Policy where the Member is eligible to receive representation from the Member's liability insurer (i.e.: Canadian Nurse Protective Society).

Section III - Representation

1. Appointment of Representation

A. If it is determined that the Member and the matter are eligible for labour/legal representation or labour/legal assistance in accordance with this Policy, the Executive Director may appoint a representative for the Member in accordance with the terms, conditions and limitations of this Policy.

B. The Executive Director shall have full discretion in the appointment of a legal representative or the Union's Labour Relations Representative.

C. The Executive Director may permit a Member's request for representation other than the Union's appointed lawyer, in the following circumstances:

   i. Where is a conflict of interest between the Member and the other Member(s) being represented by the Union's appointed lawyer on the same legal matter

   ii. There are extraordinary circumstances, as determined by the Executive Director

D. If the Executive Director appoints a representative other than the Union's appointed lawyer or Union's Labour Relations Representative, the Executive Director may do the following:

   i. Obtain an estimate of fees and disbursements of the lawyers in advance of the case

   ii. Require the lawyer to provide frequent updates on the progress of the case

   iii. Require the lawyer to bill on a monthly basis

   iv. If the projection of costs increases, the lawyer is required to notify the Executive Director as soon as these projected increases are known

   v. If bills appear to be excessive, have the bills taxed

E. The Union will be the client of the appointed legal representative. While the appointed legal representative will represent and take instructions from the Member, the provision by the Union of these legal services to its Members is subject to the overall policy and direction of the Union. This means:

   i. Information provided by the Member to the appointed representative will be shared with the Union as the client, including the Board of Directors, the Executive Director and Labour Relations Representatives

   ii. The Executive Director will give instructions on the general handling of the matter and shall have full discretion in the conduct of any proceedings and in any settlement of any matter

iii. If the Member's appointed representative is of the opinion that the matter ought to be settled and the Member disagrees, the issue shall be referred onto the Executive Director who shall decide whether to continue providing the Member with labour/legal assistance under this Policy, after consulting any supporting material the Executive Director may require, including a legal opinion, and taking into account the significance of the issue and its consequences for the Member on the one hand and the legitimate interests of the Union on the other hand.

F. In the event that the Member does not agree with the instructions given by the Executive Director to the appointed representative, the Member may, at the Member's own expense, obtain independent legal advice and/or retain their own legal counsel to continue the representation of the Member in the matter.

G. In the event that the Member retains their own legal representative for the matter subject to legal representation under this Policy, the Union's representation under this Policy shall end. The file concerning the matter subject to representation under this Policy will be closed and, upon written request by the Member, forwarded to the Member's new legal representative.

2. Appointment of Labour/Legal Representation – Multiple Members

If more than one Member is involved in an eligible matter under this Policy, all Members will normally be provided with joint representation by one Union appointed representative.

If there is a conflict of interest between two or more members, the Executive Director may appoint separate representatives.

3. Payment for Labour/Legal Representation and Related Expenses

A. All fees and disbursements for legal services rendered by the Union appointed representative that are reasonable and necessary will be paid by the Union.

B. Payment for unusual expenses, such as medical assessments, shall be at the discretion of the Executive Director and is subject to prior approval from the Executive Director.

C. The Policy will not reimburse a Member for any of the following:

i. Fines, penalties and damages levied against a Member by a court, tribunal or committee of a regulatory body

ii. Costs awarded by a court, tribunal or committee of a regulatory body against a Member

iii. Fees and/or costs associated with complying with any order of a court, tribunal or committee of a regulatory body

iv. Personal expenses (including but not limited to travel, food and accommodation) incurred in order to attend meetings with the appointed representative, to be assessed by a court, tribunal or committee appointed assessor, and/or to appear before a court, tribunal or committee of a regulatory body

v. Loss of income

D. Costs awarded to the Member by a court, tribunal or committee of a regulatory body shall be assigned to the Union and applied to the costs of providing legal assistance to the Member. All awards of costs are to be paid directly to the Union.

4. Legal Expenses Incurred by Member

A. The Union will accept no responsibility for legal expenses incurred by a Member, except those permitted under the terms, conditions and limitations of this Policy.

B. If the Member chooses self-representation or a legal representative other than the one appointed by the Union, no costs or legal fees shall be paid by the Union and the Union's representation under this Policy shall end. The file concerning the matter subject to representation under this Policy will be closed and, upon written request by the Member, forwarded to the Member's new legal representative.

5. Responsibilities of the Member

A. The Member shall provide the Union and the appointed representative with full cooperation in the preparation of the eligible matter under this Policy for the duration of the proceedings, including settlement.

B. The Member must maintain reasonably regular contact with the appointed representative for the duration of the proceedings of the eligible matter under this Policy, including settlement.

C. Failure to provide full cooperation or maintain reasonably regular contact may result in the Union withdrawing the representation. The file concerning the matter subject to representation under this Policy will be closed and, upon written request by the Member, forwarded to the Member's new legal representative.

6. Conflict between Union and Member

Should a conflict arise between the Union and the Member (such as a duty of fair representation complaint filed by the Member against the Union), the Member shall be responsible for retaining their own legal representation at their own expense, and the Union's representation under this Policy shall end. The file concerning the matter subject

to representation under this Policy will be closed and, upon written request by the Member, forwarded to the Member's new legal representative.

Section IV - Benefits and Limitations

1. Regulatory Body Proceedings

A. Subject to the eligibility criteria and other terms, conditions and limitations of this Policy, the Executive Director may appoint a representative to provide Members with representation for the following regulatory body proceedings within the professional conduct process:

   i. Complaints before the Executive Director/Registrar of the regulatory body

   ii. Complaints Committee

   iii. Fitness to Practice Committee

   iv. Professional Conduct Committee

B. The Policy will not provide members with representation with respect to matters or proceedings concerning:

   i. Registration and licencing

   ii. Reinstatement following revocation

   iii. Providing proof of adherence to or completion of conditions and/or restrictions imposed on the Member's licence

   iv. Restoration of a Member's licence where:

      a. The period of suspension has expired, or the suspension has been lifted

      b. The voluntary undertaking to not practice has expired or has been lifted

      c. The terms, conditions or restrictions on the Member's licence have been satisfied, varied or removed resulting in the lifting of the suspension

C. In the event the Member has had terms, conditions or restrictions imposed on the Member's licence, this Policy will not provide representation for any proceedings which arise from or relate to the Member's failure to meet such terms, conditions or restrictions, except where such failure is because of a disability within the meaning of the Nova Scotia *Human Rights Act.*

D. The Executive Director has the discretion to determine whether this Policy will provide representation to eligible Members who wish to appeal and/or review decisions from the proceedings listed in paragraph A above.

    i. If an appeal and/or review is initiated by a Member without the prior approval of the Executive Director, all legal expenses and costs shall be at the Member's expense, and the Union's legal representation under this Policy shall end. The file concerning the matter subject to representation under this Policy will be closed and, upon written request by the Member, forwarded to the Member's new legal representative.

E. Subject to the eligibility criteria and other terms, conditions and limitations of this Policy, the Executive Director may appoint a representative to provide eligible Members with representation for an appeal and/or review of decisions from the proceedings listed in paragraph A above, when the appeal and/or review is initiated by a complainant or the regulatory body.

2. Inquiries under the Fatalities Inquiries Act

A. Subject to the eligibility criteria and the terms, conditions and limitations of this Policy, the Executive Director may appoint a legal representative to provide legal representation for all or part of an inquiry if the Executive Director is satisfied, by such supporting material as the Executive Director may require, including a legal opinion, that the Member has a substantial and direct interest in the subject matter of the inquiry, including a conflict between the Member's interest and those of the Employer that could lead to the Member receiving inadequate representation from the Employer.

B. Legal representation under this clause shall be provided until the conclusion of the inquiry or until such time as the Member is advised by the Executive Director of the termination date of the legal assistance. Thereafter there shall be no reimbursement for additional legal expenses arising from the inquiry that gave rise to legal representation under this Policy regardless of whether or not the inquiry has concluded nor shall reimbursement be made for any inquiry held on or after said termination date.

C. The Executive Director may at any time ask for a reporting letter from the appointed legal representative setting out the status of the proceeding and providing an update on legal expenses incurred to date together with an estimate of future expenses.

D. The Executive Director has the right to give notice at any time to the Member and the appointed legal representative that legal representation in accordance with this Policy will be terminated, and shall give such notice when legal expenses and disbursements reach $8000.

E. The Executive Director has the discretion to approve legal representation for legal services and disbursements greater than $8000 if satisfied, by such supporting material as the

Executive Director may require, including a legal opinion, that continuation of legal representation is warranted, taking into account the significance of the inquiry and its consequences for the Member on the one hand, and the legitimate interests of the Union on the other hand.

3. Criminal Prosecutions

A. Subject to the eligibility criteria and other terms, conditions and limitations of this Policy, the Executive Director may provide legal assistance for the defence of, representation of, and/or counselling of Members who are charged with a criminal offence under the Criminal Code of Canada.

B. The legal assistance described in this clause shall consist of up to $500 for an initial consultation with a lawyer of the Member's choice, upon prior approval of the Executive Director.

4. Witness Representation/Advice

A. Subject to the eligibility criteria and other terms, conditions and limitations of this Policy, the Executive Director may appoint a legal representative to provide assistance to a Member who is summoned as a witness in matters arising from an inquiry, or a civil or criminal case, and there exists significant risk of legal repercussion.

B. The appointed legal representative will meet with the Member to provide preliminary advice to the Member appearing as a witness and obtain any information required to determine if the Member requires legal representation at the proceeding.

5. Appeals of decisions concerning CPP applications and LTD claims

A. Subject to the eligibility criteria and other terms, conditions and limitations of this Policy, the Executive Director may appoint a legal representative to provide legal assistance and/or legal representation to Members appealing a decision concerning a Canada Pension Plan application or a Long-Term Disability claim.

B. With regards to appealing the decision to deny a Long-Term Disability claim, the Member may be required to sign a waiver indicating that the Member will forego the Member's rights to engage in civil litigation for breach of contract as a result of the denial of long term disability benefits.

Section V - Administration and Oversight

1. Administration

Administration of this Policy is delegated to the Executive Director of the Union, or their designate. Any dispute concerning the interpretation or application of this Policy shall be

decided by the Executive Director in accordance with Section VI (Disputes, Complaints and Appeals) of this Policy.

2. Discretion

Where the Executive Director is permitted to exercise discretion under this Policy, the Executive Director shall do so after consulting any supporting material or opinions the Executive Director may require, including a legal opinion, and taking into account the significance of the issue and its consequences for the Member on the one hand and the legitimate interests of the Union on the other hand.

3. Oversight

The Executive Director shall provide the Board of Directors with regular reports on the number of cases approved and declined under this Policy, including but not limited to, the general details and status of each case.

Section VI - Disputes, Complaints and Appeals

1. Procedure

A. A Member may submit, in writing, any dispute or complaint concerning the interpretation or application of this Policy to the Executive Director, who will attempt to result the dispute or complaint.

B. If the dispute or complaint is not resolved, a Member may file a written appeal concerning their dispute or complaint concerning the interpretation or application of this Policy to the Board of Directors within 30 days of the Executive Director's decision on the dispute or complaint.

C. The Board of Directors will consider the appeal and take such action as it, in its discretion, considers appropriate in the circumstances, taking into account the significance of the appeal and its consequences for the Member on the one hand, and the legitimate interests of the Union on the other hand.

2. Finality of Decision

The decision of the Board of Directors on the Member's appeal shall be final and binding and shall not be subject to any appeal or judicial review.

SECTION 13

NSNU FILE RETENTION AND DESTRUCTION POLICY

1) Retention and Destruction of Files

Purpose

This outlines the NSNU's policy concerning the retention and destruction of Labour files, Labour Legal Assistance Policy files and Administrative files ("NSNU Files").

This Policy has been developed to:

- Ensure that each NSNU document and electronic record is stored in the appropriate file, and not in any other location;
- Identify NSNU Files that need to be stored;
- Identify a retention period for closed NSNU Files that takes into consideration the organization's need to:
    - provide labour service to its members in accordance with the principles of fair representation
    - provide legal services to members under the organization's Labour Legal Assistance Policy
    - preserve important historical information for future use
    - defend itself and its employees against lawsuits and/or complaints
    - adhere to legal requirements for retaining documentation
    - meet the above noted obligations in a cost-effective manner
- Outline a procedure for destroying Files at the end of the retention period.

Scope

This Policy will:

- Identify parties responsible for the administration of this policy;
- Describe the proper location for storage of documents and electronic records;

- Set out a file retention schedule for NSNU Files; and
- Outline the manner in which NSNU Files will be destroyed.

Responsible Party and Staff Compliance

The Director of Finance and Operations will be responsible for the administration of this Policy. All NSNU staff must comply with this Policy and must assist in the administration of the Policy as requested or directed by the Director of Finance and Operations.

Definitions

"Administrative Files" means any files related to the operation of the NSNU as an organization, as distinct from Grievance, Labour, and Labour Legal Assistance Policy Files. Examples of Administrative Files include:

- Human resources files
- Files related to dealings with vendors or service providers

"File" means both the paper file and the electronic file of electronic records, including e-mails

"Electronic record" means a digital record that is perceived with the assistance of a computer as a text, spreadsheet, image, sound, or other intelligible thing. Examples of electronic records include e-mails, word files, PDF files, spreadsheets, image files, sound files, and video files.

"Grievance file" includes both formally filed grievances, as well as files kept by staff to deal with members' informal issues under the Union's collective agreements

"Labour files" means any of the following files, up to and including resolution in a separate court action:

- Grievance files
- Labour arbitration files
- Labour Board files
- Collective Bargaining files
- Labour Legal Minutes

"Labour Legal Assistance Policy" means the organization's Labour Legal Assistance Policy, as updated from time to time, which outlines the scope of the organization's legal assistance to members concerning non-labour matters.

"Labour Legal Assistance Policy (LLAP) files" means any of the following files, up to and including resolution in a separate court action:

- CRNNS defence files
- CLPNNS defence files
- NSCN defence files
- Inquiries under Fatalities Inquiries Act

- Civil law suits against nurse personally
- Criminal charges
- CPP applications and/or appeals
- LTD claims and/or appeals

"Mobile devices" means cell phones, tablet computers, laptop computers, portable electronic storage media such as flash drives, or any other digital device.

Appropriate Filing of Documents and Electronic Records

Physical file material must be stored only in the appropriate file. Physical file materials must not be stored in any other location, including staff offices, except when files are stored in an office designated for that purpose as part of the NSNU filing system. When documents are not in use, they must be returned to the appropriate physical file in the NSNU filing system.

Electronic records related to a particular file must be stored only in the appropriate folder on the NSNU dedicated SharePoint. Staff must not save or store electronic records in any other location. Staff may utilize electronic records on NSNU-issued mobile devices, but should ensure that such information is saved on the SharePoint.

When staff members use a mobile device for work purposes, they must ensure that the mobile device is password-protected.

Duplication of electronic records should be avoided. Once a file has been saved on the network drive, other copies should be deleted.

All NSNU computer servers are backed up to cloud storage daily. These backups are securely stored.

Retention Periods

All NSNU Files will be closed in accordance with the NSNU File Closure Policy and retained for the following periods of time:

Administrative Files	Retention Period
Human resources files	6 years after end of employment
Files related to dealings with vendors or service providers	6 years from date of last transaction
Files related to dealings with government	6 years from event giving rise to document

Labour Files	Retention Period
Grievance – settled before Step 3	6 years after file close
Labour Arbitration	6 years after file close
Labour Board	6 years after file close
Collective Bargaining	Permanent
Labour Legal Minutes	Permanent

Labour Legal Assistance Policy Files	Retention Period
CRNNS defence	6 years after file close
CLPNNS defence	6 years after file close
NSCN defence	6 years after file close
Inquiries under *Fatalities Inquiries Act*	6 years after file close
Civil law suits against nurse personally	6 years after file close
Criminal charges	6 years after file close
CPP applications and/or appeals	6 years after file close
LTD claims and/or appeals	6 years after file close

File Retention and Destruction Procedure

1. All NSNU Files are to be closed and entered into the Closed File List in accordance with the NSNU File Closure Policy.

2. At least once per year, or as directed by the Executive Director, the Closed File List will be reviewed to identify which closed files have reached the end of their retention period, and Administrative Files will be reviewed to identify which files have reached the end of their retention period.

3. Closed files that have reached the end of their retention period shall be reviewed by the Executive Director, or delegate, to determine if the retention period should be extended due to, but not limited to, the following reasons:

    a. Litigation (including complaints to the Labour Board) concerning the file has commenced;

    b. There is a strong likelihood that litigation (including complaints to the Labour Board) concerning the file could commence in the future; or

    c. The file has historical or precedential significance to the organization in future matters.

4. If the retention period is not to be extended, the Executive Director, or delegate, shall review the file to ensure the following documents are not destroyed and are stored centrally according to organizational policy:

Labour Files

a. Legal opinions
b. Settlement Agreements – either signed formal agreements or letter agreements between the parties settling grievances (grievance form to be attached)
c. Agreements or without prejudice letters concerning the interpretation of the Collective Agreement (grievance form to be attached)
d. Arbitration awards
e. Court decisions
f. Certification orders
g. Labour Board orders/decisions

Labour Legal Assistance Policy files

a. Legal opinions
b. Settlement Agreements
c. Decisions or awards of the regulatory body or decision maker
d. Court decisions

Administrative Files

a. Any individual documents that have historical or precedential significance to the organization in future matters.

5. Once documents requiring central storage are identified and stored centrally according to organizational policy, the file is to be listed on a Master Destroyed File List (the "Killed List"), which includes the following information (where applicable):

    a. File number
    b. DHA
    c. Local

d. Employer
e. Grievor's name
f. Brief description of file – i.e.: Acute Care grievance re vacation leave, Art. X
g. Documents saved centrally – list of documents which are not destroyed
h. File close date
i. File destruction date/File sent to member date
j. Electronic file deletion date
k. Name of person reviewing/authorizing destruction

6. When Labour and Administrative files are destroyed the physical file materials must be shredded and all associated electronic records must be deleted from every location in which they are stored.

7. When Labour Legal Assistance Policy files are to be destroyed, documents belonging to members must first be returned to members. The remaining physical file materials must be shredded and all associated electronic records must be deleted from every location in which they are stored.

Suspension of Policy Where Litigation Possible

The application and administration of the document destruction provisions of this policy are to be suspended with respect to any files or electronic records that may become the subject of litigation.

When any member of the staff becomes aware that litigation has commenced, or may possibly commence, the staff member must inform the Director of Finance and Operations. The Director of Finance and Operations will suspend the document destruction provisions of this policy with respect to all files or electronic records that may have relevance to the litigation. All such files must be preserved.

When the Director of Finance and Operations becomes aware that litigation has commenced or may possibly commence, the Director must ensure that any electronic records that may be relevant to the matter are preserved, and that such records are preserved by "mirror imaging" to ensure that they are preserved in their presently-existing form and that the metadata within the electronic records is not changed.

The resulting mirror image copy must be preserved on a separate storage device until the conclusion of any litigation.

2) NSNU File Closure Policy - Labour and Legal Assistance Policy Files

Purpose

This outlines the NSNU's policy concerning the closure procedure for Labour and Legal Assistance Policy files (together, often referred to as "Labour Legal files") that are concluded.

This Policy has been developed to:

- Identify Labour and Legal Assistance Policy files that need to be closed
- Outline a closure procedure that takes into consideration the organization's need to:
    - provide labour service to its members in accordance with the principles of fair representation
    - provide legal services to members under the organization's Legal Assistance Policy
    - preserve important historical information for future use
    - defend itself and its employees against lawsuits and/or complaints
    - adhere to legal requirements for retaining documentation
    - meet the above noted obligations in a cost effective manner

Scope

This Policy will:

- Set out a file closure procedure for NSNU Labour and Legal Assistance Policy files once the matter is concluded.

Definitions

"File" means both the paper file and the electronic file, including e-mails (both paper and electronic)

"Grievance file" includes both formally filed grievances, as well as files kept by staff to deal with member's informal issues under the Union's collective agreements

"Labour files" means any of the following files, up to and including resolution in a separate court action:

- Grievance files
- Labour arbitration files

- Labour Board files
- Collective Bargaining files
- Labour Legal Minutes

"Legal Assistance Policy" means the organization's Legal Assistance Policy, as updated from time to time, which outlines the scope of the organization's legal assistance to members concerning non-labour matters.

"Legal Assistance Policy (LAP) files" means any of the following files, up to and including resolution in a separate court action:

- CRNNS defence files
- CLPNNS defence files
- NSCN defence files
- Inquiries under Fatalities Inquiries Act
- Civil law suits against nurse personally
- Criminal charges
- CPP applications and/or appeals
- LTD claims and/or appeals

File Closure

After a matter concludes, its file should remain in the same location as the active files for six months. After six months, and if there has been no activity related to the file, the file should be closed.

If litigation has commenced, or may possibly commence, with respect to a file, the file shall not be closed.

Prior to file closure, the Labour Relations Representative responsible for the file, working with the Labour Legal Administrative Staff Person, must do all of the following:

1. Create a File Closure memo that contains the following information respecting the file:

    a. File name
    b. File number
    c. Date file was opened
    d. Brief description of nature of file
    e. Brief description of how the matter was resolved
    f. Date the matter was resolved
    g. Date of file closure
    h. Retention Period
    i. Location of associated electronic file

2. If a file contains exhibits entered into evidence during a hearing, create an Exhibits Memo that lists each exhibit. The exhibits should be placed in a separate folder and

stored in the file with the Exhibits Memo. If the exhibits cannot be stored in the file because of their size or other factors, they should be packaged together, clearly marked with the file name, and stored in an appropriate location. In such cases, the Exhibits Memo must include a notation indicating the location of the exhibits.

3. If a file contains research, create a Research Memo that records the name and citation for each decision. The Research Memo must be saved in the file, so that the decisions can be retrieved later should the need arise. The physical copies of the decisions do not have to be retained.

4. Organize the paper file for storage. This must include removing all duplicate documents, and sorting the remaining documents into chronological order.

5. Organize the electronic file. This must include the removal of all duplicate electronic records. The Labour Relations Representative, working with the Labour Legal Administrative Staff Person, must ensure that all electronic records related to a file are stored in the electronic file on the SharePoint, and are not stored in any other location.

6. Organize the e-mail correspondence. Any printed e-mails must be stored in the physical file. All electronic e-mail files related to the file should be removed from the e-mail program and saved in a separate folder in the electronic file on the network drive.

File Closure List

A File Closure List must be created and maintained. The File Closure List will list all closed files. When a file is closed pursuant to this Policy, its closure must be recorded on the File Closure List. The information recorded must include the file name, file number, the date the file was closed, and the location of the file.

File Storage

Active files must be stored in the designated active file area when not in use. Active files should not be kept in staff offices except when the files are being used.

Closed files must be stored in the designated closed file area, or in such other appropriate location as decided upon by the Executive Director, including outside storage services. Closed files must be stored until such time as they may be destroyed. File destruction must be in accordance with the NSNU File Retention and Destruction Policy.

SECTION 14

GRIEVANCE/ARBITRATION APPEAL PROCESS

1. Procedure

A. When there is an alleged breach of an NSNU collective agreement, the Labour Relations Representatives shall decide in each case whether to initiate a formal grievance and whether the NSNU will carry a grievance forward to arbitration.

B. If a Member does not agree with the Labour Relations Representative's decision, the Member may appeal the decision in writing to the Board of Directors within fourteen (14) calendar days of receiving the Labour Relations Representative's decision.

C. The Board of Directors shall, where possible, consider and decide the appeal within thirty (30) calendar days after receipt of the member's written appeal.

D. The Board of Directors will take such action as it, in its discretion, considers appropriate in the circumstances, taking into account the significance of the appeal and its consequences for the Member on the one hand, and the legitimate interests of the Union on the other hand.

2. Finality of Decision

The decision of the Board of Directors on the Member's appeal shall be final and binding.

Appendix A

Confidentiality Agreement for Appointed/Elected Members of the Nova Scotia Nurses' Union

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

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

- You agree to not use the confidential information in any manner save and except as reasonably necessary to discharge your obligations in your appointed/elected position.

- You agree that you will not, either during the term of your appointed/elected position or at any time thereafter, directly or indirectly, by any means whatsoever, divulge or use for any purpose other than the purposes of NSNU, such confidential information without the prior written consent of an officer of NSNU.

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

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

Dated at _____ this _____ day of _____, 20_____

_____
Appointed/Elected NSNU Member

Appendix B

Confidentiality Agreement for Employees of the Nova Scotia Nurses' Union

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

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

- You agree to not use the confidential information in any manner save and except as reasonably necessary to discharge your obligations as an employee of NSNU.

- You agree that you will not, either during the term of your employment or at any time thereafter, directly or indirectly, by any means whatsoever, divulge or use for any purpose other than the purposes of NSNU, such confidential information without the prior written consent of an officer of NSNU.

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

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

Dated at _____ this _____ day of _____, 20_____

_____

Employee of the NSNU

Appendix C

Internet Usage Agreement

I, _____, acknowledge that I am being granted Internet access using NSNU facilities, equipment, software or internet addresses or domain names registered to the NSNU and agree that my use of the internet will be conducted in accordance with attached NSNU Internet NSNU Internet Usage Policy and Guidelines.

I understand that my usage may be monitored without further warning and that inappropriate usage may be cause for disciplinary action up to and including dismissal, cancellation of a contract and/or legal action.

_____
Signed

_____
Date