



POLICY MANUAL

Updated December 2025

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Section 1

NBNU the Organization

Mandate

The NBNU Board of Directors recognize that, inherent within the objectives prescribed in the *Constitution and By-Laws* of NBNU, the mandate of NBNU is to protect positions held by nurses. The mission of NBNU is to enhance the work-life, as well as, the social, economic and personal well-being of nurses

Interpretation

The President of the Union is responsible for any interpretation of these policies.

Organizational Chart

Constitution: Foundational document 2. Executive Council: Amendments to Constitution, overall direction for NBNU

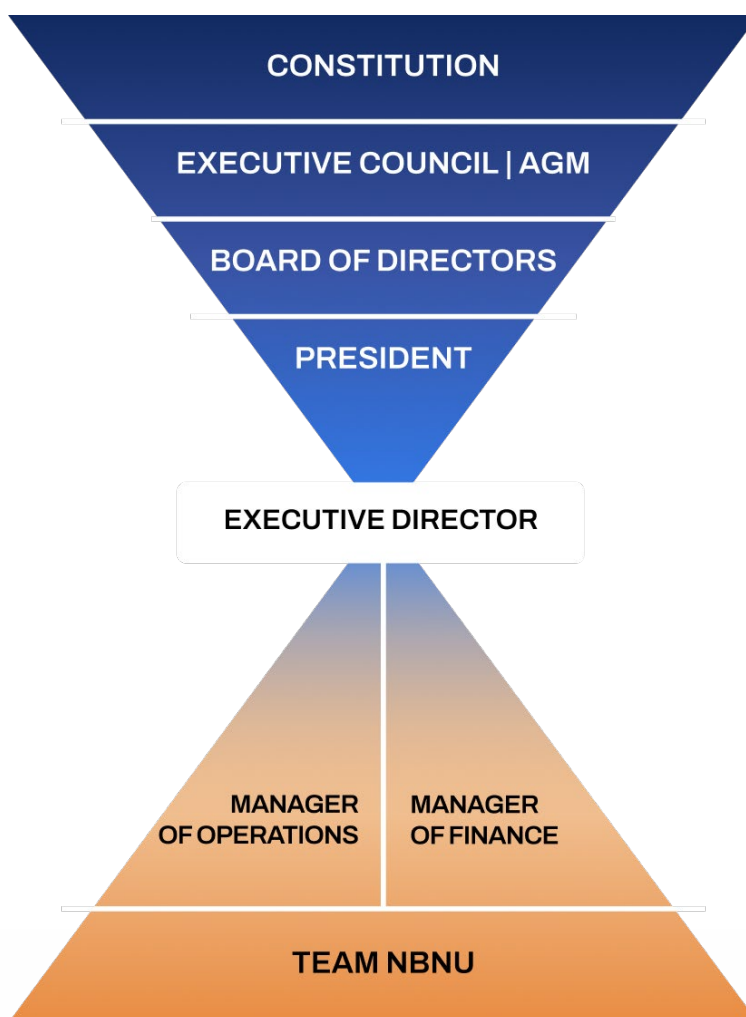
Board of Directors: provides direction and decision making led by the

President: Leader of NBNU, the face and voice for NB nurses

Executive Director: provides advice and support to Board and President, overall responsibility for Team NBNU

Manager of Finance & Manager of Operations: supports Team NBNU and the Executive Director

Team NBNU: the people who support the frontline members in membership records, labour relations, research, communication, education & legal



Section 2

Board of Directors

Responsibilities of the NBNU Board of Directors

- The board of directors, while in committee meeting or by teleconference, or email exchange may make motions and/or policies in the best interests of the organization and members as required throughout the year.
- The Board of Directors shall be responsible for and accountable to the membership for the administration of affairs and activities of NBNU when the Executive Council is not meeting.
- To the extent necessary for the proper functioning of NBNU, 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 NBNU 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 The manner in which monies may be withdrawn or cheques issued by the Nurses' Union shall be determined from time to time by the Board of Directors

Roles of the Members of the Board of Directors

Inner Executive

President

The following roles/responsibilities are not an exhaustive list:

- preside at all meetings of the Union;
- be the official spokesperson of the Union;
- be ex-officio member of all committees of the Union;
- be responsible for carrying out the policies of the Union;
- be responsible for preparation for meetings and action to be taken on matters arising from the meeting;
- be responsible with the Executive Director, for internal and external communications with membership, the public, other unions, organizations, and the government;
- be the NBNU National Executive Officer on the CFNU Board (as the National Executive Officer, they shall be charged with the responsibility of representing the interests of NBNU at meetings of CFNU and shall assist in establishing and maintaining communication between NBNU and CFNU.);
- present a report to all general meetings;
- be responsible, with the Executive Director, for the overall management and direction of NBNU;
- be accountable to the NBNU Board of Directors;
- act as a signatory on documents and cheques as required to conduct Union business;
- perform other duties as directed by the Board of Directors; and
- have the authority to delegate duties as required.

1st Vice-President

The following roles/responsibilities are not an exhaustive list:

- preside at all meetings where the President is absent;
- act as interim President should the President resign, die or otherwise cease to act, until such time as a new President is elected;
- be NBNU's representative on the Health Coalition with expenses paid as per NBNU's Expense Account Policy and if unable to attend, then the President will attend; and
- be a member of the Staff Relations Committee.

Note: That the NBNU 1st Vice-President should be aware of all Union policies and be prepared to make decisions on policy interpretation in the President's absence as well as have a general understanding of the operation of all Union committees. The 1st vice-president will be responsible for making an action list during the board of directors meetings, executive council meetings and annual meetings. This list will be reviewed at the end of such meetings.

2nd Vice-President

The following roles/responsibilities are not an exhaustive list:

- be a member of the board of directors and all committees as determined by the President and the board of directors;
- participate in all lobbying activities;
- be the board member responsible for overseeing liaison between NBNU and all coalitions and allies that NBNU supports and are actively part of, as assigned by the President or Board of Directors.

Vice-President of Finance

The following roles/responsibilities are not an exhaustive list:

- be a member of the Staff Relations Committee and Finance Committee;
- be involved in all financial matters of the Union including budgeting and investments;
- chair the finance committee and, in consultation with the Director of Operations, be involved in all financial matters including the budget process and investments, establishing the time and place for meetings and liaising with provincial office as needed;
- ensure that all expenditures above the approved annual budget be directed to the finance committee for a financial implication assessment including approval by the executive council;
- ensure that an NBNU auditor is selected to conduct an audit once a year, that the audited financial statement is signed by the Vice-President of Finance and the President and that the Vice-President of Finance presents the audited statements at the annual meeting
- Ensure that the budget and financial statements are in compliance with the *Policy Manual* and the Constitution and By-Laws of NBNU,
- Move motions and resolutions regarding the finance committee meetings and answering questions on budget investments, financial position, and the finance committee meetings.
- review the monthly financial statements and present a report to the Board of Directors and Council, which may be delegated to the Director of Operations from time to time;
- be responsible for records of minutes of the Board of Directors, Executive Council and Annual Meetings;
- present a report in conjunction with the Director of Operations to the Annual Meeting which includes:
 - current financial position,
 - audited financial statements,

- investment portfolio,
- budget and notes, and
- any other report as directed by the Board of Directors, Council or from the Finance Committee;
- report finance committee meeting outcomes to the board of directors and executive council meeting including a review of the monthly financial statements;
- act as signatory on cheques as required to conduct Union business;

Note: the past Vice-President of Finance shall be an ex-officio member of the finance committee for a period of one year.

General Responsibilities for the 1st Vice-President, 2nd Vice-President and Vice-President of Finance:

- Carry out the general objectives of the Union for all Union members, through active participation as a member of the board of directors, including, but not limited to:
- reporting to the board of directors, executive council and annual general meeting, on all meetings, conferences, where applicable;
- making themselves available, at the discretion of the President, to attend any pertinent meetings;
- engaging with membership at all NBNU meetings and/or functions; and,
- be accountable to the Board of Directors.
- Be knowledgeable of the NBNU Constitution and By-Laws, policies and collective agreements,
- Be a voting delegate at all meetings of the Union; and
- Perform other duties as directed by the President and/or the Board of Directors.

Executive Committee (Unit Representatives, Members at Large)

The following roles/responsibilities are not an exhaustive list:

- Carry out the general objectives of the Union for all Union members, through active participation as a member of the board of directors, executive council, negotiation committee, and educational leave committee of respective bargaining unit; including but not limited to:
 - reporting to the board of directors, executive council and annual general meeting, on all meetings, conferences and their bargaining activities including but not limited to the educational leave committee and negotiation committee, where applicable;
 - representing the views of their bargaining unit at board of directors, and executive council meetings;
 - elevating issues affecting their bargaining unit to Board of Directors;
 - making themselves available, at the discretion of the President, to attend any pertinent meetings concerning their respective bargaining unit; and,
 - engage with membership at all NBNU meetings and/or functions.
- be accountable to the Board of Directors and full membership of NBNU, and not just their specific bargaining unit.
- Act as the chairperson of the negotiation committee of the respective bargaining unit.
- prepare reports for *The Parasol*/Newsletters on the activities of their respective bargaining unit;
- be a voting delegate at all meetings of the Union.
- be knowledgeable of the *Constitution and By-Laws*, all Union policies and the board of directors' *Code of Solidarity and Conduct*;
- be knowledgeable of all NBNU collective agreements; and
- be a signatory of the collective agreement for their respective bargaining unit

Past President

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

Newly Elected Unit Representative(s), Members-at-Large, Vice-President of Finance, 1st Vice-President and 2nd Vice-President

The newly elected members shall be allowed time for orientation prior to the first board of directors meeting following election.

Meetings of the Board of Directors

Attendance at Board Meetings

- The office of any member of the Board of Directors who is absent from two consecutive meetings without reason(s) satisfactory to the Board, shall be declared vacant by the Board and the appropriate provisions of the Constitution will be followed with regard to a replacement.

Quorum

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

Board of Directors' Meeting Minutes

- Board of directors meeting minutes can be requested by local presidents for information purposes only.

Board of Director's Motions

- All motions at board of directors will be in writing.

NBNU Board Norms

| People | Process |
|--|--|
| <ul style="list-style-type: none">○ Deal with differences at the lowest level○ Assume positive intent○ Focus on the issue, situation or behaviour, not the person.○ Strive for consensus decisions○ Maintain Board solidarity○ Be open, honest and respectful in communications.○ Behave in ways that builds mutual trust and respect. | <ul style="list-style-type: none">○ Use our decision-making framework as a decision making tool○ Use our Policy Escalator to focus on strategic governance policy.○ Ensure follow-up requirements are articulated to support Board decisions.○ Develop an action list at the conclusion of a meeting. |

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 NBNU?
- 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?

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

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

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

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

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

All board members must take a provincial perspective in formulating policy and making decisions.

President's Policies

Position

The elected member agrees to serve as full-time President of the Union and perform the duties as set out in the *Constitution and By-Laws* of the New Brunswick Nurses Union; as well as any further duties as directed by the board of directors, executive council and/or membership at an annual general meeting, which are consistent with the *Constitution and By-Laws*.

Term

The term of the incoming President will begin the earlier of:

- 1) the incumbent ceasing to act as President,

or

2) following their election at the annual general meeting. In the event of election by acclamation, the incoming President's term will begin after the annual general meeting at which the election would have occurred at.

The term of the President will expire in accordance with Article 7.02(a) of the *Constitution and By-Laws*.

Salary

The president will be paid 15% above the top step of the highest paid unionized nurse in New Brunswick, and shall receive all applicable wage adjustments as contained in the applicable collective agreement.

For the purposes of determining the "highest paid unionized nurse", reference shall be made to the Nurses, Part III salary scale(s). Where the President has 25 years of active registration, reference shall be made to the "Retention Premium" amounts as the basis for the calculation.

Hours of work

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

In recognition of the extra hours worked, the President shall have in addition to their regular vacation, an additional two (2) weeks of vacation in lieu of overtime.

These vacation weeks if not taken in the current year may be carried over to the next vacation year. If not taken in that year, they will be paid out.

Benefits

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

Sick leave

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

LTD

The President will make arrangements to maintain the Long-Term Disability Plan with their employer during the leave of absence. The payments will be deducted from the President's salary by NBNU and remitted to the employer.

* It is important to note that given the terms of the LTD policy, the President may be required to perform some duties at their facility during their leave of absence in order to ensure that their LTD premiums/benefits align with their actual salary.

Pension

The President remains in their current plan, and NBNU pays the employer portion of that benefit.

Health and Dental

The president will remain in their present plan. The President will be required to make arrangements with their employer to have NBNU pay the employer portion.

Union Dues

The President will pay `.

Professional Fees

Annual professional fees will be paid by NBNU.

President's allowance

The President is entitled to the mileage compensation for 52 return trips home per year, if taken. The President will also receive a car allowance of \$6,000/year paid in monthly instalments of \$500. Mileage and meal compensation as per NBNU's policy.

Amount of four hundred dollars (\$400) towards a gym membership, fitness classes, fitness equipment/gear, weight loss or any health and wellness initiative program.

The President shall receive an annual maximum employer contribution for combined pension and RRSP equal to 10.5% of the president's annual salary. RRSP portion not to exceed \$5,000.

Accommodations

NBNU is responsible to provide accommodation for an elected President whose place of residence is greater than 50km radius of provincial office. Such accommodations will include utilities, heat, water, sewage, electricity, basic cable, Internet and telephone including a long-distance plan.

Moving Expenses

The President will be entitled to reasonable moving expenses, from their place of residence (within New Brunswick), at the outset and completion of their Presidential mandate in order to facilitate the transition to and from provincial office.

Education Leave

The President's education leave must be within the NBNU's yearly operational budget.

Practicum

The Union will grant a two week leave of absence for the President to return to their previous workplace to maintain a proficiency in their nursing practice. This leave will be taken in consideration of the operational requirements of the Union.

Orientation for the President

Upon the completion of the Presidential mandate, or in the event the President resigns prior to the completion of their mandate, the Union will be responsible to their former employer for the salary of the President to a maximum of four months to cover their orientation to their former position or any comparable position with the former employer.

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

The past president is paid five (5) weeks to orientate the new president.

Review of Policy

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

1st Vice-President's Policies

Position

The elected member agrees to serve as full-time 1st Vice-President of the Union and perform the duties as set out in the *Constitution and By-Laws* of the New Brunswick Nurses Union; as well as any further duties as directed by the board of directors, executive council and/or membership at an annual general meeting, which are consistent with the *Constitution and By-Laws*.

Term

The term of the incoming 1st Vice-President will begin the earlier if:

1) the incumbent ceasing to act as 1st Vice-President,

or

2) following their election at the annual general meeting. In the event of election by acclamation, the incoming 1st Vice-President's term will begin after the annual general meeting at which the election would have occurred at.

The term of the 1st Vice-President will expire in accordance with Article 7.02(a) of the *Constitution and By-Laws*.

Salary

The vice-president will be paid 7.5% above the top step of the highest paid unionized nurse in New Brunswick, and shall receive all applicable wage adjustments as contained in the applicable collective agreement.

For the purposes of determining the "highest paid unionized nurse", reference shall be made to the Nurses, Part III salary scale(s). Where the President has 25 years of active registration, reference shall be made to the "Retention Premium" amounts as the basis for the calculation.

Hours of work

New Brunswick Nurses Union's provincial office hours of work are 08:30 – 16:30 hrs, Monday to Friday. The office is closed during statutory holidays. The regular working day will consist of seven (7) hours; however, the 1st Vice-President is expected to work the hours required to manage the affairs of the Union.

In recognition of the extra hours worked, the 1st Vice-President shall have in addition to their regular vacation, an additional one (1) week of vacation in lieu of overtime.

These vacation weeks if not taken in the current year may be carried over to the next vacation year. If not taken in that year, they will be paid out.

Benefits

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

Sick leave

The 1st vice-president shall be granted a sick leave bank of 20 days at the beginning of their term. The 1st vice-president will accumulate sick leave credits as per their collective agreement. If the vice-president has need for further sick leave days, beyond what is available in their bank, and what has accumulated during their term, application may be made to the board of directors for consideration. Partial use of sick leave for illness or appointments will be as per the incumbent's collective agreement.

LTD

The 1st vice-president will make arrangements to maintain the Long-Term Disability Plan with their employer during the leave of absence. The payments will be deducted from the 1st Vice-President's salary by NBNU and remitted to the employer.

* It is important to note that given the terms of the LTD policy, the 1st Vice-President may be required to perform some duties at their facility during their leave of absence in order to ensure that their LTD premiums/benefits align with their actual salary.

Pension

The 1st Vice-President remains in their current plan, and NBNU pays the employer portion of that benefit.

Health and Dental

The 1st Vice-President will remain in their present plan. The 1st Vice-President will be required to make arrangements with their employer to have NBNU pay the employer portion.

Union Dues

The 1st Vice-President will pay Union dues.

Professional Fees

Annual professional fees will be paid by NBNU.

Vice-President's allowance

The 1st Vice-President is entitled to the mileage compensation for 52 return trips home per year, if taken. The 1st Vice-President will also receive a car allowance of \$6,000/year paid in monthly instalments of \$500. Mileage and meal compensation as per NBNU's policy.

Amount of four hundred dollars (\$400) towards a gym membership, fitness classes, fitness equipment/gear, weight loss or any health and wellness initiative program.

Accommodations

NBNU is responsible to provide accommodation for an elected 1st Vice-President whose place of residence is greater than 50km radius of provincial office. Such accommodations will include utilities, heat, water, sewage, electricity, basic cable, internet and telephone including a long-distance plan.

Moving Expenses

The 1st Vice-President will be entitled to reasonable moving expenses, from their place of residence (within New Brunswick), at the outset and completion of their 1st Vice-Presidential mandate in order to facilitate the transition to and from provincial office.

Education Leave

The 1st Vice-President's education leave must be within the NBNU's yearly operational budget.

Practicum

The Union will grant a two week leave of absence for the 1st Vice-President to return to their previous workplace to maintain a proficiency in their nursing practice. This leave will be taken in consideration of the operational requirements of the Union.

Orientation for the 1st Vice-President

Upon the completion of the 1st Vice-Presidential mandate, or in the event the 1st Vice-President resigns prior to the completion of their mandate, the Union will be responsible to their former employer for the salary of the 1st Vice-President to a maximum of four months to cover their orientation to their former position or any comparable position with the former employer.

In the event the 1st Vice-President chooses not to return to the position, they held at the time of becoming 1st Vice-President, they will be paid an amount equal to five days salary for each year they held the office of 1st Vice-President.

The past 1st Vice-President is paid five (5) weeks to orientate the new 1st Vice-President.

Review of Policy

Upon signing of NBNU collective agreements, the board of directors will review the 1st *Vice-President's Policies* and make any necessary adjustments.

Section 3

Committees of the Union

Sub-Committees of the Board

Staff Relations Committee

There shall be staff relations committee consisting of the President, 1st Vice-President, VP Finance and such other board members as the board of directors shall decide.

The Executive Director shall be an ex-officio member of this committee, and the Director of Operations shall attend sub-committee meetings as a resource person from time to time.

The duties of the staff relations committee shall be to:

- meet with representatives of the Unifor Local 3535.02 for contract negotiations, interpretation, labour management and review of job descriptions.
- review and recommend to the board of directors personnel policies as recommended by the Executive Director,
- recommend to the board of directors the creation of new positions, and
- participate in the interview process and make recommendations on hiring of staff as assigned from time to time.

Standing Committees of the Union

These Standing Committees are accountable to the Board of Directors

Ad Hoc Committee

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

Annual Meeting Operations Committee

The Annual Meeting Operations Committee shall be composed of three (3) members elected from the membership at the Annual Meeting for a term of two (2) years and the 2nd Vice-President as ex-officio. The Chairperson shall be elected by and from the members of the committee. Replacement members may be added to the Annual Meeting Operations Committee at the discretion of the Board of Directors.

The role of the Annual Meeting Operations Committee shall include, but is not limited to the following:

- Prepare and submit a written report to be published in the *Parasol*.

Constitution & By Law Changes

- Review the submissions for *Constitution and By-laws* changes from the membership by the deadline date. If necessary, clarify the intent, by contacting the submitter and editing the submissions, if necessary;
- Ensure the submissions for *Constitution and By-law* change are circulated to the membership, via the *Parasol*, prior to the Annual Meeting,
- Present the recommendations for changes to the *Constitution and By-law* to the Annual Meeting.

Resolutions

- Review the received written resolutions from the membership by the deadline date. If necessary, clarify the intent by contacting the mover and edit the resolutions.

- Ensure the Resolutions are circulated to the membership, via the *Parasol*, prior to the Annual Meeting.
- Accept emergency resolutions submitted at the Annual Meeting. The Committee may also meet at the Annual Meeting to consider emergency resolutions.

Nominations:

- Review all received officer and committee nominations to ensure they comply with the nomination procedures and *Constitution and By-laws* of NBNU;
- Ensure received nominations are circulated to the membership, via the *Parasol*, prior to the annual meeting.
- Accept nominations from the floor of the annual meeting for committee positions.

Finance Committee

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

The Finance Committee shall:

- recommend, in consultation with the Director of Operations, an annual budget for approval by the membership at the annual meeting;
- determine criteria for disbursement and make recommendations to the membership how monies will be used;
- develop and maintain an investment philosophy for the Union.
- meet on a regular basis to provide interim reviews of the budget and investment portfolio;
- attend the Annual Meeting and Executive Council meetings of NBNU at the expense of the Union;
- assist the Vice-President of Finance in their report to the annual meeting;

Negotiating Committees

There shall be a Negotiating Committee for each bargaining unit comprising the Union. These units are:

- Nurses, Part III (Hospitals and Community Care),
- Nursing Homes,
- Nurse Managers and Nurse Supervisors.

The Negotiating Committee for each bargaining unit shall be made up of members in good standing, elected from each geographic healthcare zone (Zone 1B, 1SE, 2-7), as well as the applicable provincial Unit Representative, President, Chief Negotiator and staff support. The Negotiating Committee may identify and request additional representation from the Board of Directors as require. For example, where an NP or LPN may not be elected to the Part III negotiating committee, the committee request that a representative from either or both classification(s) be appointed to (or assist) the Negotiating Committee.

Nominations will be accepted in January in the expiration year of the Collective Agreement, with voting taking place by end of February.

The role of the negotiating committee shall include, but is not limited to, the following:

- bargain collectively with the Employer.
- Using membership survey results as a basis to draft bargaining proposals
- Determine the best settlement which the Employer is prepared to offer;
- Referring, through the Local Presidents of the bargaining unit concerned, the settlement offered by the Employer to the membership of the bargaining unit for acceptance or rejection;
- Establish a communication network with the local presidents of the bargaining unit;
- Keep all documents and notes from negotiations and then returning them to provincial office to be destroyed.
- Adhere to *Code of Conduct for Negotiating Committees*.

External Committee Representation

Health Coalition Representation

The 2nd vice-president will be NBNU's member on the Health Coalition with expenses paid as per NBNU's Expense Account Policy and if unable to attend, then the President will attend.

Nurses, Part III & Nurse Manager & Nurse Supervisor Educational Assistance Committee

The committee will consist of five (5) members from NBNU. The NBNU President or designate shall be an ex-officio member of the nurses educational assistance committee to facilitate the administration process.

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

Nursing Homes Educational Assistance Committee

Members of the negotiating committee shall act as the educational assistance committee, along with one (1) representative from the Nursing Home Association of New Brunswick. The committee shall meet 3 times per year. Meetings will be held either in-person or through technological mediums.

The nursing home educational assistance fund will be administered by NBNU.

Pension Committees

The Board of Directors shall appoint representatives of the Union to the respective bargaining unit pension committees as follows:

- **Shared Risk Plan for Certain Bargaining Employees (SRP CBE):** Two (2) NBNU representatives within the public sector, shall be appointed to the SRP CBE committee along with the President of NBNU, (provided they are a member of the plan). If they are not a member of the plan then the third member of the committee will be appointed at the discretion of the board of directors.

- **Nursing Home and Paramedical Plan:** The unit representative and one member of the nursing home bargaining unit shall be the union representatives on this plan.
- **New Brunswick Public Service Shared Risk Plan (NBPSSRP):** The NBNU board of directors shall appoint one NBNU designate to serve on the PSSRP board of directors.
- **Part-time and Seasonal Pension Committee:** The President of NBNU or designate shall serve as the Union representative on the Part-Time and Seasonal Pension Committee.

Section 4

Meetings of NBNU

Annual General Meeting

The general membership at annual general meetings will make resolutions, motions and/or policies in the best interests of the organization and members.

→ Attendance

Provincially sponsored (at the Union's expense):

- Voting Delegates as per Article 11.02 of the *Constitution & By-Laws*. Voting delegates for the annual meeting is based on a number obtained by averaging the total number of dues paying members in the local over twelve months, namely August to July.
- Board of Directors
- Members serving on a provincial committee (negotiating committee, annual meeting operations, etc) who are not local presidents, are invited to attend the annual general meeting as an observer, at the Union's expense, to keep themselves up to date.
- All members of the finance committee shall be paid at the Union's expense to attend the annual general meeting.
- Observers from chosen locals who have demonstrated financial need, maximum 10.

Voting Delegates

- Every Chartered Local is entitled to be represented by at least one voting delegate at a meeting of NBNU.
- NBNU bases the number of voting delegates for the annual general meeting on Article 11.02 of the NBNU Constitution.
- In the event of a local president being unable to attend the annual general meeting, the local is entitled to send a substitute member, with full voting privileges and expenses will be paid by the Union.

Observers

- Chartered Locals may send observers to the Annual General Meeting at the expense of the Chartered Local.
- Members will be permitted to attend the annual general meeting as observers at the local's expense or personal expense.

Guests

An invitation to the NBNU annual general meeting will be sent to all provincial nurses' union presidents, the president of the Canadian Federation of Nurses' Unions and other guests deemed appropriate by the board of directors.

Funding Observers at Annual General Meetings:

NBNU will fund 10 observers for locals who demonstrate financial need, by having a balance of less than \$5,000 in their local account, to attend the annual and executive council meetings. These 10 observers will be paid by provincial office, travel and accommodations will be shared with their local voting delegate(s). If more than 10 locals apply, a draw will be done according to NBNU policy.

→ Appointment of Scrutineers

- Before an election is held or any vote is taken, the chairperson of the annual or special meeting shall appoint members who are not voting delegates or candidates for election to act as scrutineers.
- The scrutineers, with the assistance of the Parliamentarian, shall arrange for the holding of the election, counting of votes and reporting results in writing to the chairperson of the meeting.

- For an annual general meeting of the Union, no less than five scrutineers shall be appointed, one of whom shall be designated as chairperson of scrutineers. In accepting the appointment, the scrutineers understand that they are expected to attend all business meetings.
- For an annual or special meeting of the Union, the appropriate number of sergeants-at-arms shall be appointed to guard entrances. In accepting appointment, the sergeants-at-arms understand that they are expected to attend all business meetings.

→ **Election of Officers**

The member(s) running for the position of president, 1st vice-president, 2nd vice-president and vice-president of finance shall be nominated **by the first Friday of August in the year of the election for that position.**

- Nominations from the floor will be accepted for all elected positions except for the president, 1st vice-president, 2nd vice-president and vice-president of finance positions. A Nomination form and biographical sheet must be completed and submitted to the annual meeting operations committee prior to the nomination deadline. Nominations will be circulated to the membership via the *Parasol* prior to the annual meeting.
- Committee nominations will cease at noon on the first full business day. No nominations from the floor will be accepted at the annual general meeting for any of the officer positions.
- Voting will be held at 11:30 a.m. on the second business day.
- Scrutineers will distribute the ballots, which will be colour-coded and marked according to the position or committee for which the candidate is running.
- The results of the election will be announced before the closing of the meeting on the second business day; however, the number of votes received by each candidate will not be divulged to the assembly.
- Upon the request of a candidate, the results of the election shall be given to the candidate including the number of ballots cast and the number of votes received.

Candidates Addressing the Annual General Meeting

- Candidates for committees have one (1) minute to address the annual general meeting.
- Candidates for 1st Vice-President, 2nd Vice-President and Secretary-Treasurer have two (2) minutes to address the annual general meeting.
- Candidates for President have five (5) minutes to address the annual general meeting.

→ **Resolutions and Constitutional Changes**

Resolutions and constitutional changes must be submitted to NBNU provincial office no later than the last Friday of June. Only emergency resolutions will be accepted at the annual general meeting.

→ **Parliamentarian**

NBNU will employ a parliamentarian for the annual general meeting and/or special meetings of the Union.

→ **Host Local**

The host local shall be responsible for all expenses relating to the banquet.

→ **Moment of Silence**

At the beginning of each annual general meeting, a moment of silence will be observed for members who have passed away during the previous year.

→ **Reports**

All reports necessary for the printing in the *Parasol* shall be available by the first Friday of August.

→ **Fundraising**

At the discretion of the board of directors, a local or individual member can hold a fundraising activity at the annual general meeting, executive council or other NBNU event.

→ **Annual General Meeting**

Minutes from the previous annual general meeting shall be sent to each local president with the annual general meeting package.

→ **Annual General Meeting Motions**

All motions at annual general meetings will be in writing.

→ **Awards**

○ **Glenna Rowsell Award**

- NBNU established a Glenna Rowsell Memorial Award to be awarded yearly at the annual general meeting of the Union to a current or former member of NBNU who has shown outstanding Union commitment.
- The board of directors is charged with determining the successful candidate.
- A suitable Glenna Rowsell Memorial Award memento will be purchased, inscribed, and presented to the winner of the award at each annual general meeting. The names of those winning the award will be inscribed on the Glenna Rowsell Memorial Award plaque to be maintained at the provincial office.
- The recipient is to be present at the annual general meeting with expenses paid by the New Brunswick Nurses Union.

Criteria

- Member of the New Brunswick Nurses Union for at least five (5) years.
- Demonstrated and upheld the objectives of the New Brunswick Nurses Union.
- Union involvement at the local and/or provincial level.
- Worked to advance nursing unionism.
- Organization and participation with nurses in lobbying government on legislation and other issues.

○ **NBNU Spirit Award**

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

Criteria

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

○ **Years of Service Pin**

The NBNU established a Years of Service pin recognizing members who have dedicated time to NBNU by serving at the local and/or provincial level.

- Pins are awarded at each annual general meeting.
- Members are eligible for a service pin in the year in which they complete 5, 10, 15, 20, 25 etc years of cumulative service* and will receive a pin at the annual meeting the year they reach the milestone.
- Names of members eligible for a years of service pin are to be submitted by the Local President at the request of Provincial Office prior to the Annual Meeting.
- Service Period: a period of service would be defined as any 12-month period serving on a local and/or provincial committee or executive position. Examples: Local Executive Member, Provincial Negotiating Committee, Provincial Board of Directors' position, Local Committee.
- Onus is on member to capture time on committee or elected positions.
 - *Cumulative service: Total cumulative time in years.

Executive Council and Special Meetings of NBNU

The executive council while, in council meeting, may refer matters requiring the establishment of Union policy to the board of directors or the annual general meeting.

Attendance

Provincially Sponsored for Executive Council or Special Meetings of NBNU

- Local President*
- Board of Directors
- Members serving on a provincial committee (negotiating committee, annual meeting operations, etc) who are not local presidents, are invited to attend the executive council meeting as an observer, at the Union's expense, to keep themselves up to date.
- Observers from chosen locals who have demonstrated financial need, maximum 10.

*In the event of a local president being unable to attend the annual general meeting, the local is entitled to send a substitute member, with full voting privileges and expenses will be paid by the Union.

Observers

- Chartered Locals may send observers to the Annual General Meeting at the expense of the Chartered Local.

Retirees

Any NBNU member who has fully retired shall be entitled to attend meetings of the local in which they were a member, meetings of the executive council or the annual general meeting. The retired member shall be entitled to speak at such meetings, but not have a vote. Prior notice to attend shall be given to the local or provincial office.

Section 5

Locals

Communication

All local presidents and executives shall maintain a current home mailing address, phone number and personal e-mail address with provincial office. Union correspondence will not be sent to employer email addresses.

Chartered Locals and By-Laws

- NBNU may issue a charter to any local under Article 6 of the Constitution, and the group shall be referred to as a "Chartered Local" or "Local".
- Every Chartered Local shall have a Constitution & By-Laws as listed in Appendix "B" of the Constitution.

Duties & Responsibilities of Locals

Local Executive

The role and responsibilities of the local executive shall include, but is not limited to, the following:

- Represent NBNU at the local level in the workplace and working in consultation with provincial office and its labour relations officers to uphold the collective agreement and objectives of the Union, facilitating communication between the local and the provincial office and board of directors, and representing members at the local level in meetings between the employer/facility management;
- Encourage the active involvement of members of the local and keeping them informed;
- Enforce resolutions or proposals adopted by members at the local annual or monthly meeting;
- Attend all meetings of the local (After being absent for three (3) meetings during the year, without any valid excuse, the executive member shall submit their resignation. If the member of the executive knows that they will be absent for a meeting, they shall advise the president.);
- Encourage the involvement of members at meetings outside the local; and
- Help a substitute for a period of three months or more until the person becomes familiar with their tasks.

Local President

The role of the local presidents shall include, but is not limited to, the following:

- Be a participating member of the Executive Council. Participation includes, but not limited to the following:
 - Be a voting delegate at the Annual or Special Meetings of the Union
 - Be responsible for Local Political Lobbying,
 - being aware of all activities of the local (i.e.: grievances);
 - carrying out the objectives of the Union;
 - establishing and maintaining communication between the board of directors and members of their local via e-mail or other means of correspondence.
 - Represent the interest of the local to the Union through the Executive Council, and
- Act as the official spokesperson for members of the local with the respective employer, NBNU provincial office and other agencies if necessary;
- Act, with the treasurer, as a signing officer for bank accounts and jointly responsible for submission of Annual Local Report and bank statements as requested by provincial office
- Attend all meetings called by the provincial office or find a substitute;
- Be an ex-officio member of all the committees of the local, (i.e.: professional practice committee, etc.);
- Enforce the *Constitutions and By-Laws* of the local;

- Chair all local meetings (Note: the chairperson may not make a motion and only has the right to vote to break a tie.);
- Hold regular local meetings with a minimum of three (3) per year using available mediums;
- Inform and encourage local members' active involvement;
- Interpret the collective agreement in consultation with the labour relations officers;
- Maintain established communication as per NBNU policy (i.e.: e-mail).
- Prepare the agenda for the local meeting;
- Submit a bi-annual report to respective unit representative for executive council and annual meetings;
- Verify the content of employer policies relating to nurses and keeping members informed of said policies; and
- Work in cooperation with the local executive and keep them informed of the activities of the local and of the Union.

Vice-President/Grievance Officer

The role of the vice-president/grievance officer shall include, but is not limited to, the following:

- Chair all meetings when the president is absent;
- File grievances with the approval of respective labour relations officer;
- Submit reports at each local meeting regarding the grievance and professional practice committees;
- Replace the president in their absence, or if the position becomes vacant before the election period;
- Enforce the *Constitutions and By-Laws* of the local;
- Ensure that the rules of order in *Robert's Rules of Order Newly Revised* are followed at local meetings; and
- Carry out other duties delegated by the president.

Local Secretary

The role of the local secretary shall include, but is not limited to, the following:

- Carry out other duties delegated by the president.
- Ensure the continuity of information regarding the local executive and its members to the employer and Provincial office;
- Keep a record of members present at local meetings;
- Keep all files, documents and correspondence of the local;
- Keep an adequate local members' list for distribution to provincial office;
- Keep the files and the minutes of all the local's meetings;
- Prepare minutes for all the local meetings;
- Read the minutes of the last local meeting;

Local Treasurer

The role & responsibilities of the local treasurer shall include, but is not limited to, the following:

- Maintain and organize all financial records of the local;
- Be a co-signer on the locals bank account(s)
- Submit the previous year's financial report at the local annual meeting and prepare an annual budget in conjunction with the local president
- Request the member's approval for all expenses in excess of (\$100) except in emergency;
- Ensure all local expenditures are supported by motions, budget or policy;
- Ensure that all authorized expenses are paid in a timely manner (including monies owed to provincial office)
- Ensure sound financial management of the local's assets, with the involvement of the executive and the members present at the meeting; and

- Prepare the annual financial report in conjunction with the local president and report is submit to ensure the local remains compliant as per NBNU policy.

Local Compliance

- Notification will be sent to all local executives after the Annual General Meeting requesting that local elections be held and reported to the Union by the specified date. Even numbered locals will have elections in even numbered year and odd numbered locals will have elections in odd numbered years.
- Notification will be sent to all local presidents and treasurers in December requesting the annual local report along with copies of local bank statements for both December 31st (current year) as well as following month (January) of new year (as referred to under Section 7a) be submitted to provincial office by February 28. A second reminder will be sent on February 1 (as referred to under Section 7a).
- If a local has not submitted their annual local report and/or local election results by the specified date, they shall be considered non-compliant. Locals not compliant with the above policy on March 1st, will be sent a letter from provincial office to the local president and local treasurer reiterating the policy. The consequences of non-compliance are as follows:
 - dues refunds and all other funds owing to the local will not be disbursed and will be held in trust for the local;
 - the local will not have voting rights at executive council or the AGM;
 - local presidents and other local executive will not be permitted to have their expenses paid by ~~to~~ NBNU to attend executive council or the AGM;
 - local will not be eligible to attend other meetings paid by NBNU (i.e. CFNU, labour school, NB Federation of Labour, CLC Convention); and
 - no funding will be provided for National Nursing Week.

until such time the local election results and/or local annual report is received.

The consequences of non-compliance will be lifted and the locals will be reinstated in good standing upon receipt of outstanding reports. Dues refunds and other funds owing will be refunded back to the local for all months owed in the current calendar year.

Financial Governance

Chartered Locals may choose to handle their finances in two (2) ways:

- Chartered Local with Local Bank Account ("*Type 1 Chartered Local*") will be required to maintain their own bank account, with up-to-date and bonded signing officers and be responsible for all funds dispersed to it through NBNU's financial policies.
- Chartered Local with NBNU Account ("*Type 2 Chartered Local*") will have their local funds administered by NBNU provincial office.

1. Type 1 Chartered Local

Local Financial Responsibilities

- The responsibility for setting up a chequing account in the name of the Local, depositing any cheques for the local, signing cheques for the local expenditures, maintaining financial records of receipts and disbursements and reporting financial results at local meeting rests with the Local Executive, primarily the elected Treasurer.
- For good financial control cheques should have two signatures. If the Local Executive changes, the newly elected president and treasurer are responsible to make arrangements to have the signing officers updated on the local bank account. Provincial office can assist with this process.

- Salary replacements and stipends for observers are taxable and should be processed through the Provincial Office so that proper payroll deductions can be made and remitted to the Canada Revenue Agency. An invoice will then be issued to the local. Reimbursement of observer expenses (other than salary) shall be paid directly by the local.

Compliant

- Type 1 Chartered Locals must adhere to good financial governance and strict reporting requirements to maintain their status as “*compliant*”.
- Maintaining two (2) signing officers current and ensure to advise provincial office of any changes. When the Local Executive changes, the newly elected president, and treasurer are responsible to make arrangements to have the signing officers updated on the local bank account and advise provincial office. Provincial office can assist with this process.
- The responsibility for setting up and maintaining a chequing account in the name of the Chartered Local, depositing any cheques, signing cheques for the local expenditures, maintaining financial records of receipts and disbursements, and reporting financial reports at local meetings rests with the Local Executive, primarily the elected Treasurer.
- Maintain good credit with NBNU by ensuring all invoices are paid within 30 days of the invoice date.
- For good financial control cheques should have two signatures, blank cheques should never be signed.
- Salary replacements and stipends for observers are taxable and should be processed through the Provincial Office so that proper payroll deductions can be made and remitted to the Canada Revenue Agency. An invoice will then be issued to the local. Reimbursement of observer expenses (other than salary) shall be paid directly by the local.
- Adhering to the reporting schedule below. Failure to adhere to the reporting schedule, or to not provide proper documentation may be deemed “*non-compliant*” or have their Charter revoked depending on the severity of the issue.

| Type 1 Chartered Local Reporting Structure | | |
|--|---|---|
| Date | Requirement | Comments |
| November 30 (no later than) | Informing Locals to hold local elections | Notification will be sent to all local executives after the Annual General Meeting requesting that local elections be held and reported to the Union within 120 days of the AGM. Even numbered locals will have elections in even numbered year and odd numbered locals will have elections in odd numbered years. Reminder sent to all locals who are required to hold elections |
| December 1 | Request sent to Local Presidents & Treasurers to complete Annual Local Report Minutes from Local Meetings + Bank statements (last quarter) | Notification will be sent to all local presidents and treasurers in December requesting the annual local report along with copies of local bank statements for both December 31 st (current year) as well as following month (January) of new year (as referred to under Section 7a)) be submitted to provincial office by February 28. |

| | | |
|-------------|---|--|
| January | Minutes Local Meetings for last quarter (financial motions) | |
| February 28 | Annual Local reports, Results of Elections, list of current signing officers | A second reminder will be sent on February 1 (as referred to under Section 7a)). |
| June 1 | Minutes from Local Meetings + Bank statements (last quarter) | |
| October 1 | Minutes from Local Meetings + Bank statements (last quarter) | |
| Ad-Hoc | Advise provincial office at anytime of the year should the local executive members and/or signing officers change | Failure to do so will result in a status of non-compliant |

Non-Compliant

Failure to comply with the above list on March 1, a Chartered Local will be deemed non-compliant, it will receive notice from NBNU Provincial Office advising it of the issue(s) in non-compliance and the consequences of the Chartered Local's continued non-compliance. The results of non-compliance are as follows:

- Dues refunds immediately and all other funds (nurses week) owing to the local will cease, with the funds being held in trust by NBNU until the Chartered Local becomes compliant;
- No voting rights at either Executive Council or the Annual General Meeting;
- No paid attendance (salary and expenses) to attend NBNU sanctioned events, such as Executive Council, Annual General Meeting, Eastern Labour School.
- Local will not be eligible to attend other meetings paid by NBNU (ie: CLC convention, CFNU events, NB Federation of Labour events, etc); and
- Local will not be eligible to be placed in the draw to attend other meetings paid by NBNU (ie: CLC Convention, CFNU events, NBFL events, etc.)
- No funding for National Nurses Week will be provided.

Reinstatement of Compliance

When a Type 1 Chartered Local is reinstated to being compliant:

| For a period of non-compliance of six (6) months or less: | For a period of non-compliance greater than six (6) months: |
|--|--|
| <ul style="list-style-type: none"> a. Dues refunds and all other funds owing to the local (up to six months) will be deposited to the Chartered Local bank account as soon as practical. b. Chartered Local's voting and attendance rights will be reinstated immediately. | <ul style="list-style-type: none"> a. it will be determined whether the local is functioning or non-functioning in accordance with this policy (see below). b. Dues refunds and all other funds owing to the local will only be refunded for the last twelve (12) calendar months. |

2. Type 2 Chartered Local

Compliance

- Type 2 Chartered Locals must adhere to good financial governance and strict reporting requirements to maintain their status as "*compliant*".
- Type 2 Chartered Locals are required to provide minutes of the Local meeting, which include all motions passed for the expenditures of Chartered Local funds.
- Type 2 Chartered Locals can provide an approved budget for known expenses for the upcoming year.
- Type 2 Chartered Locals shall receive funds as follows:
 - Request for reimbursement shall be made via the NBNU Expense Form and include all necessary documentation (meeting minutes with motion or approved budget, copy of receipt, etc).
 - Upon confirmation of documents above, funds will be sent directly to the member who submitted the NBNU Expense Form via cheque or electronic fund transfer (EFT).
 - In exceptional circumstances, and subject to pre-approval from NBNU provincial office, where the Local is unable to pay in advance and seek reimbursement, after submitting the NBNU Expense form prior to the local expenditure, the Funds may be sent directly to the Local officer via cheque or electronic fund transfer (EFT) and any excess or shortfall in the expenditure will be reported to NBNU for proper accounting, including the relevant documentation (ie: invoice, receipts, etc).
- Adhering to the reporting schedule below. Failure to not adhere to the reporting schedule, or do not provide proper documentation may be deemed "*non-compliant*" or have their Charter revoked depending on the severity of the issue.

| Type 2 Chartered Local Reporting Structure | | |
|--|--|---|
| Date | Requirement | Comments |
| November 30 (no later than) | Informing Locals to hold local elections | <p>Notification will be sent to all local executives after the Annual General Meeting requesting that local elections be held and reported to the Union within 120 days of the AGM. Even numbered locals will have elections in even numbered year and odd numbered locals will have elections in odd numbered years.</p> <p>Reminder sent to all locals who are required to hold elections</p> |

| | | |
|-------------|--|--|
| December 1 | Request sent to Local Presidents & Treasurers to complete an annual budget Minutes from Local Meetings + Bank statements (last quarter) | Notification will be sent to Type 2 Chartered Locals to submit a budget to provincial office by February 28. |
| January 1 | Minutes Local Meetings for last quarter | |
| February 28 | Annual Budget, Results of Elections | |
| June 1 | Minutes from Local Meetings + Bank statements (last quarter) | |
| October 1 | Minutes from Local Meetings + Bank statements (last quarter) | |
| Ad-Hoc | Advise provincial office at anytime of the year should the local executive members and/or signing officers change | Failure to do so will result in a status of non-compliant |

Non-Compliance

Failure to comply with the above list on March 1, a Chartered Local will be deemed non-compliant, it will receive notice from NBNU Provincial Office advising it of the issue(s) in non-compliance and the consequences of the Chartered Local's continued non-compliance. The results of non-compliance are as follows:

- 1) Dues refunds immediately and all other funds (nurses week) owing to the local will cease, with the funds being held in trust by NBNU until the Chartered Local becomes compliant;
- 2) No voting rights at either Executive Council or the Annual General Meeting;
- 3) No paid attendance (salary and expenses) to attend NBNU sanctioned events, such as Executive Council, Annual General Meeting, Eastern Labour School.
- 4) Local will not be eligible to attend other meetings paid by NBNU (ie: CLC convention, CFNU events, NB Federation of Labour events, etc); and
- 5) Local will not be eligible to be placed in the draw to attend other meetings paid by NBNU (ie: CLC Convention, CFNU events, NBFL events, etc.)

Reinstatement of Compliance

When a Type 2 Chartered Local is reinstated to being compliant:

| For a period of non-compliance of six (6) months or less: | For a period of non-compliance greater than six (6) months: |
|--|--|
| a. Dues refunds and all other funds owing to the local (up to six months) will be added to the Chartered Locals account within NBNU b. Chartered Local's voting and attendance rights will be reinstated immediately. | a. it will be determined whether the local is functioning or non-functioning in accordance with this policy (see below). b. Dues refunds and all other funds owing to the local will only be refunded for the last 12 calendar months |

Reversion from Type 2 Local to Type 1 Local

Purpose:

To establish a clear process for Type 2 locals who wish to transition to Type 1 status and regain financial independence, ensuring proper governance and accountability throughout the transition.

Policy Guidelines:

1. Eligibility:

- The local must have operated as a Type 2 local for a minimum of one (1) year before the request.

2. Notice Period:

- The local must submit a formal written notice to the Vice-President of Finance expressing the intention to revert to a Type 1 local.
- This notice must be provided at least one (1) year before the desired transition date.

3. Transition Requirements:

Within the one-year notice period, the local must:

- Special Local Meeting: Hold a special meeting with the majority of members in attendance. The decision to revert to a Type 1 local requires a majority vote in favor. NBNU's President, Vice-President of Finance and Executive Director shall be invited to the meeting to answer member questions.
- Presentation to the Board: Prepare and present a sound financial governance model to the NBNU Board of Directors. The presentation must:
 - Demonstrate a robust financial management plan for functioning as a Type 1 local.
 - Provide reasoning and justification for the decision to become financially independent.

4. Decision Timeline:

- A decision will be made by the NBNU Board of Directors within thirty (30) days following the presentation.
- The Vice-President of Finance will notify the local in writing of the Board's decision.

Review and Updates:

This section will be reviewed as part of the overall Local Financial Governance Policy during scheduled updates.

3. Non-Functioning Local

Terms of Non-Functioning Local

- The Executive Director or Director of Operations shall report to the President if any local has not submitted election results or been able to appoint a local executive.
- The President shall organize a meeting of all the members of such local for the purpose of determining whether executive positions can be filled (within a reasonable time) or whether the local should be determined to be non-functioning.
- Upon report to the President that the local is non-functioning, the President may direct that,
 - the affairs of the local be conducted by an NBNU delegate assigned to the local;
 - the local bank account to be closed and the funds forwarded to provincial office to be held in trust;
 - the dues of the members of such local be held in trust at provincial office on a go-forward basis until the Local becomes compliant.
 - the local will not have voting rights at executive council or the AGM.
 - local will not be eligible to attend other meetings paid by NBNU (i.e. CFNU, labour school, NB Federation of Labour), and
 - communications ordinarily sent to the local shall be sent directly to individual members.

- The President shall consider the merger of the local under d) below.
- Upon election of a new local executive, the special conditions if any imposed by the President under this section shall be lifted.

If a local becomes non-functioning:

1. The local charter will be revoked
2. Local Funds:
 - a. the local bank account to be closed and the funds forwarded to provincial office to be held in trust;
 - b. the dues of the members of such local be held at provincial office on a go-forward basis until the Local becomes compliant;
 - c. In the event a local fails to become compliant within twelve (12) months, the funds from the local bank account and dues being held will be reabsorbed into the NBNU general fund;
3. The local will not have voting rights at Executive Council or the AGM.
4. Local members will not be eligible to attend other meetings paid by NBNU (i.e. CFNU, labour school, NB Federation of Labour); and
5. Communications ordinarily sent to the local shall be sent directly to individual members or the Workplace Representative for distribution.

Non-functioning Local: Reinstatement of Compliance

In the event a non-functioning local reforms and has their charter reinstated, the NBNU Finance Committee will work with the new Chartered Local to determine whether it will be Type 1 or Type 2 and set it up with the appropriate funds.

Merger of Locals

- In accordance with the following procedures, the board of directors may at their discretion discontinue or merge a local where either the number of members does not reach the minimum established under the *Constitution and By-Laws*, or the local is non-functioning. Such members shall then be placed in another local.
- On March 1st of each year, the shall advise the President who shall then bring it to the attention of the board of directors whenever a local has dropped below the constitutional minimum of five members.
- A letter will be sent to the Local President to inform them that their membership total does not meet the minimum requirements and that if such condition continues to exist for three months, their local status will be reviewed at the next board of directors meeting. The affected local may submit a written request for special consideration to maintain local status and the board may approve such request upon such terms as it may deem advisable.
- In addition to the procedure set out above, where in the opinion of the NBNU President, a local is not functioning because of the inability to fill the position of Local President after a reasonable period of time; a recommendation may be made to the board of directors to merge such local with another local. Before proceeding with such a recommendation, a letter will be sent to all members of the affected local, and the president or their delegate shall hold a meeting of the affected members to determine if anyone is willing to offer as local president and to canvass their views, and shall also hold a meeting with the local executive of the local into which the members are proposed to be merged.
- Where the board of directors determines that a local shall be dissolved and its members merged with another local, arrangements shall be made to select a workplace representative in the affected common workplace(s). Such representative may serve on the local executive of the merged local.

- Every effort shall be made to merge such locals before September 15 of each year to ensure participation at the annual meeting by the newly merged local in the affairs of NBNU.

Workplace Representative for Non-Functioning Locals

- The workplace representative shall be:
 - the contact person, between the local workplace and provincial office,
 - responsible for assisting the local members ~~for~~ with the proper administration of the local.
- Assistance may include: grievances, and the servicing of grievances in the local workplace, professional practices committee, if necessary, and responsible for the communication of Union issues within the common workplace, under the direction of the local president.

Section 6

Other Conventions/Meetings

Draws for Delegates and Observers

When draws are held and funded by NBNU to send funded delegates to events such as the CFNU Biennial Convention, CLC Convention, NBFL Convention, and once a local is chosen to send the local president or other member of the local executive to a particular event, that local shall not participate in the next draw for the same event.

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

Canadian Federation of Nurses' Unions Biennium

NBNU delegates to attend the Canadian Federation of Nurses' Unions Biennial Convention will be chosen at the preceding annual general meeting. The draw will be done based on a) in this section. First, the draw will be done by bargaining unit to ensure representation from each group and the remaining draw will include all locals. It is intended that the local president who holds office at the time of the convention will attend and, if unable, the next alternate local will be chosen.

Canadian Labour Congress Convention

NBNU delegates to attend the Canadian Labour Congress will be chosen at the annual general meeting. The draw will be done based on a) in this section. Contingent, on the number of funded delegates to attend, the draw will be conducted by bargaining unit to ensure representation from each group and the remaining draw will include all locals. It is intended that the local president who holds office at the time of the convention will attend and, if unable, the next alternate local will be chosen.

NB Federation of Labour

NBNU delegates to attend the NB Federation of Labour will be chosen at the annual general meeting. The draw will be done based on a) in this section. Contingent, on the number of funded delegates to attend, the draw will be conducted by bargaining unit to ensure representation from each group and the remaining draw will include all locals. It is intended that the local president who holds office at the time of the convention will attend and, if unable, the next alternate local will be chosen.

Governor General Canadian Leadership Conference

The NBNU board of directors will accept applications and will then forward eligible candidates to the Governor General's selection committee. The final selection of the participants is vested in the Governor General's Canadian Leadership Conference board of directors.

Section 7

Elections

Elections Information

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

Committee Nominations

- Where any committee calls for nominations for the election of members to that committee, and if a sufficient number of nominations are not received by the established deadline to conduct an election, those nominated prior to the deadline will be declared elected by acclamation.
- Following such deadline where an insufficient number of nominations were received, the board of directors shall issue a memorandum to the members of the Union affected by the committee requesting names for appointments to the committee. The board of directors will make the appointment(s), as necessary.

Unit Representative and Negotiating Committee Elections

- NBNU will conduct the voting via a 3rd party electronic voting platform, if possible. Information regarding candidates for the positions shall be circulated by NBNU on the NBNU website and e-mailed to local presidents prior to voting.
- Voting rules shall be as follows:
 - To be eligible to vote, an individual must be currently recognized as a "member in good standing." To validate members, locals shall refer to your most recent dues deductions list for those currently paying dues.
 - **Exception** – A member in good standing of the Union may vote on issues presented to the general membership. A member of the Union who, at the time of such vote, is on layoff, a leave of absence pursuant to the collective agreement, including LTD/WSNB, maternity or childcare leave and nurses returning to work under employment insurance legislation before the end of their maternity or childcare leave, shall continue to be a member in good standing of the Union without paying union dues and maintain all rights and privileges that this entails.

Campaign Guidelines

In respect of electoral campaigns for the election of officers and/or provincial committees, the following guidelines shall apply:

- Active campaigning within the AGM Meeting Room is prohibited. Passive campaign activity within the AGM Meeting Room is permitted;
- Locals are prohibited from directly making any contribution (monetary or non-monetary) to any candidate's campaign. Such contributions do not include expenditure of funds designated for the Local (e.g. Local hospitality room).

- Campaign spending by or on behalf of each candidate may not exceed \$500. Such expenses are the sole responsibility of the candidate.
- All candidates must submit an approved financial statement report form to the Annual Meeting Operations Committee within sixty (60) days from the conclusion of AGM. This statement is to include a list of all contributions with non-monetary items being assessed at dollar value, and an itemized list of expenditures;
- The Annual Meeting Operations Committee shall refer the financial statements of candidates to the Provincial Board of Directors for review.
- Publicity: Each candidate is permitted to insert in The Parasol prior to the AGM (the "Candidate Insert"):
 - One head and shoulder photograph of themselves;
 - Biography of personal, educational and career achievements, of no more than 100 words;
 - The Candidate Insert must be sent to NBNU's Communications Officer by the deadline for submissions to the *Parasol* and these will appear in alphabetical order in the *Parasol*;
 - Paid advertisements in any medium (press, radio, TV, the *Parasol*) are prohibited; and
 - The number of campaign posters and/or banners on display in the hotel at the AGM may not exceed a total of twenty-five (25) for each candidate. A campaign poster shall include any poster, banner or sign posted by or for a member running for an elected position that makes a reference to the candidate and/or the position being sought.
- Candidates nominated at the AGM shall be responsible for the creation of their own Candidate Insert and its submission to the Annual Meeting Operations Committee, who shall then be responsible for the copying and distribution to all voting delegates.

General Campaign Guidelines – Active and Passive Campaigning

With respect to all elections, the following definitions shall apply:

- Active campaigning shall be considered any display or action that involves the presentation of partisan information in a manner that is difficult for a group of delegates to avoid. Examples of such active campaigning include the display of campaign posters, the shouting of campaign slogans, shouting out in support of a candidate other than during the normal address to delegates, distributing materials throughout the AGM room including the placing of campaign materials anywhere within the AGM room prior to, during or following a session, and demonstrations in support of a given candidate.
- Passive campaigning shall be considered any display or action that is observable only by people in the immediate vicinity of the campaign material and involves no explicit action to promote or advance those materials at the time at which the material is seen or heard. Examples of such passive campaigning include the use of writing materials containing references to a candidate, the wearing of campaign clothing, buttons or ornaments, and the presence of a single copy of a candidate's campaign literature at the delegate's seat and table spot.
- A candidate or representative of the candidate is permitted to place up to one (1) item per delegate per session at the tables in AGM room prior to the start of the session. A candidate would still be permitted to greet delegates as they enter the AGM room.
- In the event that campaigning for any other NBNU election takes place during the AGM, these guidelines shall apply.
- Active campaigning for election to a position not related to the structure of NBNU is prohibited.

Section 8

Collective Bargaining

The pre-negotiation preparations and bargaining procedures outlined below shall be followed in relation to the other provincial bargaining units where time permits and can be modified at the discretion of the board of directors and the negotiating committee.

Pre-negotiation preparations

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

- conduct an orientation for the new negotiating committee;
- conduct a pre-bargaining survey of all members in the bargaining unit to gather information and determine bargaining priorities of the members;
- conduct a bargaining conference comprised of all local presidents, the negotiating committee and the board of directors (and where practical in conjunction with the AGM or executive council in which case all delegates to the AGM shall be entitled to attend). This conference will help establish broad bargaining priorities for the direction of the negotiating committee; and
- conduct a regional tour of locals either in person or virtually, or utilize telephone town hall meetings to gather input from members directly in regards to bargaining priorities.

Bargaining Procedures

- The negotiating committee will be responsible for and approve all proposals presented to the employer during bargaining.
- During bargaining, the negotiating committee is not permitted to communicate the content of Union or employer proposals presented, agreed or rejected, to local presidents or any members until a tentative agreement is concluded between the committee and the employer.
- The bargaining committee may conduct such additional surveys of members, locals or specific groups and may consult with members and locals as to the direction of negotiations during the bargaining process.
- All final agreements reached between the negotiating committee and the employer, are subject to the ratification process set out herein. Accordingly, such agreements shall be considered as tentative and subject to ratification. The negotiating committee shall have the discretion to make to the membership any recommendation it wishes in relation to a tentative agreement.
- The contents of the tentative agreement will be first presented to local presidents in the bargaining unit at a special meeting called for this purpose.
- Contents of the tentative agreement will then be distributed to all members of the unit in advance of the ratification vote.
- The negotiating committee shall conduct a ratification meetings for members of the affected bargaining unit, either via regional meetings or other technologies (ie: telephone town hall) to explain the tentative agreement to members.
- Details of a tentative agreement will not be provided to the media or the public until a ratification vote has been held and announced to local presidents.

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, 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:

- All votes shall be by secret ballot.
- A majority of those who vote shall prevail.
- Every member who is entitled to vote shall have a reasonable opportunity to vote.
- Every member should have an opportunity to know what they are voting on.
- 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.
- No voting by proxy is permitted.

Ratification Procedures and Strike Votes

- The negotiating committee shall recommend that the members either ratify or reject a proposed collective agreement when it determines or is required to do so.
- The ratification voting process is the responsibility of NBNU provincial office. It is noted that at the request of a negotiation committee, the board of directors may approve the utilization of an electronic voting method.
- Voting on the tentative agreement shall take place following the ratification meetings for members in the bargaining unit.
- Information regarding the tentative agreement should be made known to the membership prior to voting.
- Tentative agreements will require approval by a majority of voting members in the bargaining unit.
- Authority to conduct a strike in support of bargaining demands will require the support of a majority of members in the bargaining unit.
- All members of the negotiating committee will be bound to support decisions of the committee and not undermine decisions made in the course of bargaining.
- In the event that the board of directors does not approve the utilization of electronic voting for ratification votes, the voting process shall be the responsibility of the local president, who shall ensure the following process is adhered to:
 - Local executive members should conduct the vote and maintain custody of the ballots and ballot box at all times.
 - Voting shall be conducted by secret ballot only, placed in a secure ballot box. The ballot box should not be left unattended during the voting period.
 - A record of members who voted should be kept to ensure that each member has cast only one vote.
 - Votes shall be cast on ballots provided by provincial office.
 - At the end of the voting period at least two scrutineers will count the vote.
 - To be eligible to vote, an individual must be currently recognized as a "member." To validate "members of a bargaining unit," refer to your most recent dues deductions list for those currently paying dues.

- **Exception:**

- A member in good standing of the Union may vote on issues presented to the general membership.
- Members in good standing in two or more bargaining units shall be entitled to vote in each ratification vote;
- Members in good standing who are temporarily seconded outside of the bargaining unit shall be permitted to vote for the ratification of the contract where their permanent position resides.
- A member of the Union who has been on long-term disability (LTD) shall be entitled to vote so long as they currently hold or are currently eligible to hold registration with either NANB or ANBLPN. Members who are on LTD, but do not hold, or are not eligible to hold registration with their regulatory body are not considered members in good standing.
- A casual member of the Union shall be entitled to vote only if they have been a dues-paying member for at least the previous ninety (90) days at the time of the vote. This means they must be able to show a dues payment during that period.
- A member of the Union who, at the time of such vote, is on layoff, a leave of absence pursuant to the collective agreement, including maternity or child care leave and nurses returning to work under employment insurance legislation before the end of their maternity or child care leave, shall continue to be a member in good standing of the Union without paying union dues and maintain all rights and privileges that this entails.
- Members who work in more than one bargaining unit, for the same employer by virtue of a "secondary job code", as opposed to two distinct "positions" shall be eligible to vote in both bargaining units subject to them: 1) self-identifying to NBNU prior to the vote as a holder of a secondary job code and 2) providing proof of shifts worked in the past 90 days in the bargaining unit where the secondary job code is held.
- Results of the voting shall be called, faxed or e-mailed to the provincial office in Fredericton by the deadline established by provincial office, no late votes will be counted.
 - The results of the vote should not be disclosed by the local president except to provincial office.
 - Results of the voting should include:
 - ◆ identification of local and member reporting,
 - ◆ number of votes cast,
 - ◆ number of votes "ACCEPT,"
 - ◆ number of votes "REJECT," and
 - ◆ number of votes "SPOILED."
- Ballots are to be retained for a period of seven (7) days following the voting deadline and then disposed of unless instructed otherwise by provincial office.
- If a strike vote is required, it will be conducted under the direction of the Labour Board, and locals will be advised of the process to follow.

Signing of contracts

The following persons are to sign negotiated contracts: 1) the president of NBNU; 2) the unit representatives; 3) the executive director; 4) the negotiating committee members

Membership Defense Fund

- NBNU shall establish a Membership Defense Fund to be used in the event of a strike.
- The fund shall not be less than \$5,000,000.
- All payments out of this fund shall be approved in advance by the board of directors.
- The purpose of the fund shall be restricted to the following:
 - Payment of strike pay in accordance with the policies and rules as established by the board of directors in the event of a strike or lockout.
 - Extraordinary expenses of the Union incurred during a strike or lockout or in the lead up to a labour dispute.
 - Legal and other related expenses in the defense of fundamental labour rights of NBNU or its members.

Strike Policies

- 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.
- In the event of a strike, the Union may place a levy of up to 50% of the wages of designated employees to support non-designated nurses assigned to strike duty.

NBNU Strike Pay & Benefits Policy

- To be eligible for strike duty pay (to be determined by the board of directors at the time of a strike) the member must actively participate in the strike. That is, they must perform the task(s) assigned to them when they are called upon by the Strike Steering Committee or one of the sub-committees.
- Any member receiving benefits from WorkSafe NB, LTD or on an unpaid leave of absence which began prior to the strike will not be entitled to receive strike pay.
- Health & Dental premiums will be reimbursed to the employer for those on picket duty so there is no interruption in health benefits.
- At the conclusion of the strike, the Board of Directors will determine whether any remaining strike funds can be distributed to members who suffered a financial loss during the strike.

Section 9

Discipline

- Any member who shall be guilty of conduct detrimental to the Union shall be subject to expulsion, suspension, fine or reprimand after a fair hearing conducted by the board of directors.
- For greater certainty, but not so as to restrict the generality thereof, conduct detrimental to the Union, shall be deemed to include, but not be limited to:
 - Violating any provision of the *Constitution and By-Laws* of the Union, or the by-laws of the local.
 - Engaging in any activity or course of conduct contrary or detrimental to the welfare or best interest of the Union or local.
 - Working membership in any organization competing with the Union to represent persons eligible for membership in the Union.
 - Urging or advocating that a member or local bring any action relating to Union or local business in a court of law against the Union or local without first exhausting all remedies available under the *Constitution and By-Laws*.
 - Obtaining membership under fraudulent means or by misrepresentation.
 - Revealing information about the affairs of the Union or local to a person or persons not entitled to such knowledge in a manner detrimental to the welfare or best interest of the Union or local.
 - Causing or advocating a stoppage of work because of any alleged grievance or dispute in violation of any existing collective agreement or without the consent of the board of directors.
 - Willfully circulating false or defamatory statement or reports concerning members of the Union or local.
 - Bringing false charges under this article without reasonable grounds for believing such charges to be true.
 - Misappropriation of Union funds and/or resources.
 - Willfully engaging in acts of harassment and/or discrimination.
- Complaints can be made under this article by any member or initiated by the board of directors. All complaints shall be in writing and submitted to the President.
- The rules governing the hearing by the board of directors shall be as follows:
 - A member named in the complaint shall be notified in writing of the complaint.
 - The member concerned shall be given not less than 30 days' notice in writing by registered mail of the meeting of the board of directors at which time, the board of directors will hear the complaint made against the member.
 - Such notice shall set out in detail the complaint made against the member.
 - The member shall be entitled to be assisted at the meeting by a legal representative or other representative of their choice but at their own cost. Employees of NBNU shall not be eligible to provide such representation.
 - Witnesses may be called to present statements.
 - The member shall be notified, in writing by registered mail of the decision of the board of directors following the meeting.
 - If a complaint is made against a board member, the board member shall not participate in any deliberations by the board of directors in relation to the complaint.
 - Where the board of directors in whole or in part is the subject of a complaint, the president in their discretion may refer the complaint to an independent investigator. The outside investigator may

investigate the complaint, provide mediation if required and make findings with respect to the breach of this article and make recommendations to the President for resolution of such complaint.

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

Section 10

Financial Policies

General

Accrual System

The accrual system will be the accepted method of reporting financial statements.

Bonding

The following NBNU members and staff are to be officially bonded: President, Vice-President of Finance, Executive Director, Director of Operations and Administrative Officer.

Financial Statements

The latest financial statements will be distributed to the board of directors, executive council members and finance committee.

Signing Cheques

The President, Vice-President of Finance, Executive Director and the Director of Operations will be official signatories of cheques for NBNU. Whenever possible, all cheques are to be signed by one elected member and one staff member.

Investment Interest Income

Since July 1, 2001, interest accrued in the Membership Defence Fund will remain in place to allow the fund to grow. All interest earned in the Nursing Home Educational Assistance Fund and the General Fund shall remain within each individual fund. The status of the funds will be reviewed yearly by the finance committee.

Investment Portfolio

The complete investment portfolio will be included in the Vice-President of Finance Report in the annual general meeting issues of the Parasol. The following items are to be included:

- amount of investment,
- name of investment,
- rate of interest, and
- term of investment.

Payment of Local Expenses

If a local has not repaid money owed to provincial office within thirty (30) days of invoice date, such funds will be deducted from subsequent monthly dues rebates to that local.

Indemnifications – The Union shall indemnify any member, past or present, of the board of directors, finance committee or the various pension committees, for any cost (including but not limited to legal defence costs and damage awards) arising from any legal action or claim against them resulting from the exercise of the functions on said committees as long as those actions were properly within the scope of their established duties.

Revenue

- NBNU dues are payable by all members as a flat monthly sum regardless of hours worked in the month or status as a full-time, part-time or casual employee, based on the formula as established from time to time by the annual general meeting and as set out below.
- For the purposes of this policy, members who are in receipt of employment income under a collective agreement negotiated by NBNU are required to pay dues. Employment income shall include paid sick leave and paid union leave by either the employer or the Union.
- Members who are not in receipt of employment income under a collective agreement negotiated by NBNU shall not be required to pay dues, which shall include members on approved leaves of absence without pay, long-term disability benefits, worker compensation benefits or maternity leave.

- NBNU dues will be 1.025% of an RNCA Step G annual salary, effective January 2021.
- Any dues increase will be effective on January 1.

Dues Rebate to Locals

They are calculated as a percentage of monthly dues at a rate of 8.51%/member/month.

Annual Local Report

All locals who do not submit their annual local report to NBNU provincial office will have their dues rebate withheld until it has been received. Allowances will be made, providing provincial office has been made aware of any extenuating circumstances. Deadline for submitting this is February 28th

Local Elections

All locals who do not submit local election results to provincial office by the deadline will have their dues rebate withheld until elections are confirmed.

Reimbursing Double Dues

NBNU shall reimburse an amount equivalent to the monthly union dues minus the local rebate to any nurse who pays monthly union dues to two or more separate employers for the same month. NBNU will calculate the refund based on dues collected in the previous calendar year and will provide automatic payment to members by March 31 of the following year. This policy is to be included in the *Parasol* yearly.

Dues Errors

Members are solely responsible for the accuracy of their dues remittances and are responsible for notifying NBNU Provincial Office of any errors in a timely manner. As such, in the absence of extraordinary circumstances, any dues correction, either in favour of NBNU or in favour of the individual member shall not go back more than three (3) months.

Bereavement

Upon notification to NBNU Provincial Office, a donation to the value of \$25 shall be made in memory of a deceased Union member or a member of their immediate family.

Nurses Week Sponsorship

Annually, NBNU provides each local with a financial amount to use to celebrate Nurses' Week in May.

Dues Deductions by Employer

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

Tendering Out

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

Capital Expenditures

- Capital expenditures relate to the acquirement of an asset, the benefit of which extends over one or more accounting periods beyond the current period that may be subject to depreciation (*Intermediate Accounting* by Welsh, Zlatkovich, Wilson and Zin).
- A capital expenditure of NBNU could be:
 - acquisition cost of property and/or equipment when acquired;

- outlays subsequent to acquisitions but before operational use, such as: installation costs, reinstallation costs, repairs and improvements prior to use, and other incidental costs;
- costs of replacement or renovations to existing property and or equipment; and
- demolition costs of existing property.
- Costs associated with general repairs and maintenance of existing property and equipment are to be considered operational expenses.
- Capital expenditures may be budgeted out of investments, operational budget or a combination of both and these expenditures shall be reported to the next executive council meeting.
- Should the board of directors and the finance committee determine that a projected acquisition could be accounted as a capital expenditure, consultation shall be made with the Union's auditor for advice.
- Approval of a capital expenditure shall be by motion or resolution at a board of directors, executive council, annual and/or special meeting of NBNU.

Vendors/Sponsorship

- Exhibit booths at any NBNU meetings must be focused on entire membership in accordance with NBNU goals and principles.
- The booth should be for information purposes with no direct sales to members during the meeting. Charities may be considered when pre-approved by the board of directors.
- The board of directors will approve up to a maximum of three (3) vendors if space outside meeting room permits. There shall be no fee charged to vendor.
- Vendors must submit a request in writing to the board of directors explaining purpose and brief description of information to be shared. Information should be bilingual whenever possible. Deadline for requests for annual general meetings will be September 1.

Donations, Charitable Contributions and Sponsorships

NBNU's social responsibility is to support provincial, non-profit community organizations that impact the health and wellness of women and children.

This article ensures that all donations, sponsorship, and in-kind services are coordinated and aligned with our organizational and social responsibility goals within our budget and resource limitations.

This policy provides clarity for all parties and establishes a central point of contact for requests. All expenditures for charitable donations and sponsorships will be handled accordingly:

- All incoming requests for donations and sponsorships will be coordinated and administered by the Board of Directors
- Requests from NBNU Board members, staff and/or family members of either staff or Board members will not be entertained unless the request aligns with NBNU's goals and is not deemed a conflict of interest.
- All requests for donations and sponsorships must be made in writing and forwarded to the President.
- All requests for financial support require approval from the board of directors. All requests will be reviewed by the board of directors at each board meeting and make the appropriate decisions as per NBNU budget allocations. At the board of directors' discretion, NBNU may choose to decline or support financial requests.

The following guidelines will be used in reviewing requests for charitable contributions and sponsorships:

- The major focus of contributions will be health-related causes, nursing and support for other organizational priorities. Such as the health and welfare of community, women and children, province wide.
- Requests that solicit financial support for individuals, political candidates, and political campaigns, or entities that are not non-profit organizations,

Expense Account Policy

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

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

(a) Travel:

- (1) Any mode of transportation, advisably the most economical, may be used. Inter-city taxi fare will be paid. When travelling by car, fifty-two cents (.58¢) per kilometre shall be paid. Shared travel from the same area is encouraged.
- (2) If an NBNU member wishes to return home between Union business days rather than accept accommodation, NBNU shall pay in lieu of accommodation and actual mileage up to a maximum of \$100 per return trip. **Travel time will only be paid for one return trip.**
- (3) When travelling by air, only actual time flying and time travelling to and from airports will be considered travel time.
- (4) When an NBNU meeting is scheduled to start at 10:00 hours, NBNU members are expected to travel the morning of the meeting if travel is less than 250 kilometres one way.
- (5) When a member is travelling on NBNU business and must travel before 8:00am or reaches home after 17:00 hours, a meal allowance can be claimed.
- (6) For members travelling in groups, only the automobile owner shall be reimbursed for the number of kilometres travelled to and from the function.
- (7) Airfare will be paid/reimbursed by the Union if a provincially sponsored member or Board member is required to travel by air to and from a union event. Travel arrangements must be made to obtain the most economical ticket.
- (8) Taxi fare will be paid/reimbursed by the Union for members required to travel while on union business. Receipts must be provided for reimbursement of taxi fares included on member expense forms.
- (9) Parking expenses incurred will be reimbursed upon submission of a receipt.

(b) Meal Allowance:

- (1) In province – sixty-nine dollars (\$69.00) per day. Breakfast-\$15.00, lunch-\$23.00, dinner-\$31.00.
- (2) Out of province – ninety-four dollars (\$94.00) per day. Breakfast-\$18.00, lunch-\$28.00, dinner-\$48.00.
- (3) Where monthly accommodation in an apartment with kitchen facilities is provided to a member, a weekly meal allowance of \$150 shall be provided in lieu of the allowance provided in clause (1) or (2).
- (4) Where the Union provides a meal, meal allowance shall not be paid.

(c) Accommodations:

(1) In Province:

- i) NBNU pays for one (1) room for each local president attending the executive council meeting or any other meeting called by NBNU.
- ii) NBNU pays for one (1) room for each local president and each paid voting delegate attending the annual general meeting.
- iii) NBNU members sponsored by NBNU to attend non-NBNU meetings, for example: NB Federation of Labour, Labour School, etc. shall share room accommodations.
- iv) NBNU pays for one (1) room for each board member and negotiating committee member when attending required NBNU meetings.
- v) Local presidents and paid voting delegates that reside within 50 kms of the city where the annual general meeting, executive council or a special meeting of NBNU are held will not be provided hotel accommodations. Special requests for hotel accommodations need to be submitted to the board of directors for consideration.
- vi) When a member chooses to stay at a hotel other than the one where NBNU has negotiated a group rate, the member will be reimbursed up to the negotiated group rate.

(2) Out of Province - Room accommodations are to be shared by members while on Union business.

- i) When a member chooses to stay at a hotel other than the one where NBNU has negotiated a group rate, the local will be billed the difference.
- ii) All members attending NBNU committee meetings will make their own hotel reservations, unless otherwise advised by provincial office.

(3) Incidental costs such as telephone and movie charges are not the responsibility of the Union and must be paid by the member upon checkout. Meals should not be charged to the room but paid separately and claimed as per the expense policy.

(4) If staying in a private home, a hostess gift to the value of \$25 per day is permitted when required. No receipt necessary.

(d) Salary reimbursement:

- (1) Definition of hours worked for Union business include: travel time, flying time, lunch time and meeting time.
- (2) If the total number of hours of meeting and travel time exceeds hours billed by the employer for a particular meeting, the member shall be paid for those hours by provincial office (see examples below).
- (3) Members will be paid actual time spent in meetings and travelling on their days off or when the employer does not invoice the Union for reimbursement.
- (4) In the event a scheduled union meeting has been cancelled less than 48 hours, and a member has requested Union leave from the employer, every effort should be made to return to work. If the member is normally replaced, and cannot get their shift back, then union leave will apply.
- (5) In the event a member has requested Union leave but is unable to attend the Union meeting, the employer should be notified so that the Union leave may be changed to the appropriate leave as per the collective agreement.
- (6) If a member is on their days off and is unable to attend the Union meeting, salary replacement will not be paid.
- (7) Provided that it is mutually agreed by the employer, a member may request to take a Union leave day in lieu of a Union meeting day when the meeting takes place on their day off.

- (8) NBNU does not expect a member to work the night/evening shift prior to the day they are to attend a Union meeting nor should they be expected to work the night/evening shift the day the meeting ends.
- (9) If a casual or a part-time nurse is offered a shift by their employer on a day they are participating in a Union meeting, they may request salary replacement for the shift. NBNU will request verification from the employer that the shift was offered.
- (10) Due to the fact that all earnings have to be declared within the Insurance Benefits Programs, members receiving WHSCC or long-term disability benefits or Employment Insurance benefits and who are participating in Union meetings will only be reimbursed travel, meals and accommodation expenses. There will be no salary replacement while on Union business.
- (11) It is the responsibility of the member to complete an expense form after attending an NBNU meeting. The member must ensure they submit their proper hourly rate and actual shifts to be billed by the employer. Failure to accurately complete the employer billing portion the form could result in an overpayment of salary (by being paid by NBNU and the employer). Any overpayment to the member is their responsibility to reimburse the employer.
- (12) Retroactive pay will be paid to a member who was paid salary replacement from the Union during the time a collective agreement was being negotiated.
- (13) Traffic or parking violations will not be paid.
- (14) Vehicle Rentals: No vehicle shall be rented in the name of the Union. The member may claim reimbursement for the total cost of the vehicle rentals, insurance and gas. However, the total amount reimbursed shall not exceed the cost the Union would have paid if the member had used their own vehicle and claimed kilometers.

Examples – How the policy is applied:

Example 1 – One (1) day meeting

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

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

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

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

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

You will be reimbursed for 3.5 hours, as well as for meals and mileage. The chairperson of any standing committee of NBNU attending the annual general meeting, executive council meeting or special meeting of NBNU, shall have their expenses paid in accordance with the NBNU expense account policy.

A member of NBNU requiring exemption under the terms of the expense account policy must submit such request in writing to the NBNU board of directors for consideration.

Expense accounts with receipts for registration fees, hotel accommodations, air or bus travel should be forwarded to the New Brunswick Nurses' Union, 103 Woodside Lane, Fredericton, NB, E3C 0C5 or by email to accounting@nbnu.ca.

Cheques to cover expenses will be issued within two (2) weeks after receipt of expense sheets at provincial office. Expense cheques will not be issued the same day as the meeting(s).

Vice-President of Finance Expenses

The board of directors approves to a maximum of one (1) day salary and expenses after each annual general meeting to be utilized by the Vice-President of Finance in accomplishing their tasks and responsibilities.

Executive Director's Expenses

All expenses of the executive director shall be approved by the president.

President's Expenses

All expenses of the president shall be approved by the executive director.

Locally Funded Members

The local is responsible for the following expense for any members attending a union meeting who are not paid by provincial office.

Salary & Benefits

- The member must complete an expense form and submit to NBNU, and then the Local will be billed for those costs.
- The Union will pay the salary of the locally funded member and the Local will be billed for the gross salary replacement plus the employer's contribution to Canada Pension and Employment Insurance.

Meals, Mileage and Accommodations

- Observers or Locally sponsored members that have meals or other expenses should submit their claims directly to their Locals for approval and reimbursement.
- The Local will be billed for the cost of hotel accommodations for observers after the meeting.

Section 11

Member Education

Eastern Labour School

Dates of School

Eastern Labour School should be held, if possible, every two (2) years.

Location

The practice of rotating the host province for labour school should continue.

Expenses

Provincial office will pay registration, accommodations and salary for the duration of the school for all local presidents' to attend labour school. If the local president cannot attend, another member from the local executive can take their place and be covered by NBNU expense policy.

Travel to Labour School

Salary will be paid for travel time for labour school.

NBNU Staff Attendance

As required, NBNU staff shall attend labour school.

Bursaries

NBNU will grant two (2) \$800 bursaries per institution for nursing students. The student body of each site will select the most deserving student from their group to receive the bursary. The NBNU President or appointed delegate shall present the bursary where and when appropriate.

Scholarships

- "NBNU 1st Year Nursing Scholarship" – NBNU will award three (3) \$1,000 scholarships, to students entering their first year of a nursing program (BScN or LPN). All recipients must be enrolled in a registered nursing program at the entry level. These scholarships apply to a relatives of a present or past NBNU member.
- "2nd Year Nursing Scholarship" – NBNU will award a one (1) \$1,000 scholarship to a full-time student enrolled in the 2nd year of a baccalaureate in nursing or practical nurse program. This scholarship apply to a relatives of a present or past NBNU member.
- "Post-Secondary Scholarship" – NBNU will award three (3) \$1,000 scholarships to children of NBNU members who are enrolled in a non-nursing post-secondary college or university program.
- NBNU will award a \$1,000 scholarship to an NBNU member or relative of an NBNU member in the memory of John MacDonald. This scholarship will be provided on a yearly basis.
- All NBNU scholarships are awarded on a yearly basis with the deadline date to be received at NBNU Provincial Office will be September 30.

Section 12

Labour/Legal Representation

Certification Hearings

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

Representation at Grievances and Adjudications

- All members and locals shall have the right to file grievances under their respective collective agreements at any time.
- If more than one member is involved in a grievance or matter, all members will be provided with joint representation by one LRO. If there is a conflict of interest between two or more members, the Executive Director may appoint separate legal representation.
- All grievances that do not solely involve disciplinary action against individual members under the *Public Service Labour Relations Act* shall be considered the property of the Union and, subject to the *Constitution and By-Laws and Policies* of the Union, including the appeal process set forth herein, the Union has the sole discretion to advance any grievance.
- Individual members do have the right, independent of permission of the Union, to advance disciplinary grievances, and, if necessary, refer grievances to adjudication under the *Public Service Labour Relations Act*. However, unless supported by the Union, such individual decisions shall be made without the resources of the Union and the member(s) shall bear all costs of such grievance and adjudication.
- The initial decision with respect to whether to advance or withdraw a grievance shall be made by the labour relations officer (LRO) assigned. The following rules apply to appeals of decisions made by labour relations officers to not advance a grievance to adjudication or arbitration or to withdraw a grievance once filed:
 - A grievance can be withdrawn by individual grievor(s) at any time. Should an LRO determine that the grievance should not proceed; the best practice is for the LRO to meet with the grievor(s) and the local president or grievance officer of the local involved, to discuss the merits of a grievance and the reasons for the withdrawal of the grievance. When a decision is made to withdraw a grievance, either at the request of the grievor(s) or by the LRO, a letter confirming the decision shall be sent by the LRO to the grievor(s). Notification of withdrawal of the grievance where the grievor does not agree shall not be made to the employer until the following process is completed.
 - The LRO shall recommend in writing to the executive director, with substantiating documentation, when a grievance should not be referred to adjudication or arbitration, or should be withdrawn from adjudication or arbitration, with a copy to the local president.
 - The Executive Director shall either agree or disagree with the recommendation made and, in doing so, may seek further information or clarification from the LRO.
 - Where the Executive Director agrees with the recommendation of the LRO, notice of such decision and the reason for such decision shall be given in writing to the grievor(s) and the local.
 - The grievor(s) or the local shall have the right to appeal the decision of the Executive Director to the Board of Directors. An appeal must be made within 30 days of the receipt of the decision of the Executive Director.

- Should objection be received from the grievor(s) or the local, a hearing shall be held by the Board of Directors at a time and location to be established by the committee.
- The Board of Directors shall conduct itself and hear such evidence as it sees fit, whether or not such evidence would be acceptable in a court of law.
- The grievor(s) or the local may be represented by witnesses or counsel at the hearing at their own expense and said expenses can be considered by the Board of Directors at the request of the grievor(s).
- A decision shall be made by the Board of Directors on whether to uphold the decision of the Executive Director. Such decision shall be final and binding on the parties and shall be communicated to the respective participants in the hearing by registered mail.
- Throughout this procedure, the Union will take such steps necessary to ensure that the grievance continues through the process as outline in the respective collective agreement, to keep within time limits specified.
- Recognizing that there is no full appeal of the decision of an adjudicator or arbitrator to the courts, the Union shall have the sole discretion to determine whether an application for judicial review should be brought to the courts from the decision of an adjudicator or arbitrator.
- Upon application, in writing, to the Executive Director within 30 days of the decision of the adjudicator or arbitrator, a member may request that an application for judicial review be made. Should the Executive Director decide not to apply for judicial review, the Executive Director shall respond in writing to the member within 30 days providing the reasons for their decision.

Representation before the Nurses Association of New Brunswick or the Association of New Brunswick Licensed Practical Nurses

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

Payment for Representation and Related Expenses

All fees and disbursements for legal services rendered by the Union that are reasonable and necessary will be paid by the Union.

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.

The Union will not reimburse a member for any of the following:

- Fines, penalties and damages levied against a Member by a court, tribunal or committee of a regulatory body
- Costs awarded by a court, tribunal or committee of a regulatory body against a Member

- Fees and/or costs associated with complying with any order of a court, tribunal or committee of a regulatory body

Responsibilities of the Member

- The Member shall provide the Union and the LRO with their full cooperation in the preparation of the eligible matter under this Policy for the duration of the proceedings, including settlement.
- The Member must maintain reasonable regular contact with the appointed LRO for the duration of the proceedings of the eligible matter under this Policy, including settlement.
- Failure to provide full cooperation or maintain reasonable regular contact may result in the Union withdrawing 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.

Legal Expense Assistance Fund

- The labour relations officers of NBNU provide legal and other representational services to members on all matters pertaining to the administration of their collective agreements including questions regarding duty to accommodate and return to work. Representation is also provided on disciplinary matters before NANB or ANBLPN. Access to these services is available to all members and is governed by c) above.
- Representation to assist members in filing worker compensation claims, long-term disability claims (LTD), CPP disability claims, and unemployment insurance claims shall be provided by NBNU labour relations officers at the request of a member. NBNU does not provide legal representation to any subsequent appeals hearing on such matters.
- Coroner's Inquests – For a member required to participate at a Coroner's Inquest, NBNU staff will provide initial consultation to orientate the member to the Coroner's Inquest procedure upon the member's request to the Union.

Civil Actions

For a member who has a civil suit lodged against them as a result of an employment related incident. NBNU will assist the member in accessing legal representation as provided for with the Canadian Nurses Protective Society (CNPS). Members must sign-up for CNPS coverage on their own.

Criminal Charges

For a member who is charged with criminal negligence related to their job, NBNU will assist the member in accessing legal representation as provided for with the Canadian Nurses Protective Society (CNPS). Members must sign-up for CNPS coverage on their own.

Medical Reports

Members who require specialist reports to verify illness, disability or accommodation request in regard to an LTD, worker compensation, CPP disability claim, duty to accommodate, or in relation to an NANB disciplinary hearing, may make application to the Executive Director for fees to be paid by NBNU. The Executive Director shall consult with the LRO on the file before making a decision. The criterion for payment shall be:

- necessity of such report for the success of the claim or defence,
- inability of member to pay for reports due to loss of regular income, and
- fund limits.

Conditions and Limitations:

- The member must be a dues-paying member of NBNU at the time of the incident.
- The incident giving rise to a need for legal representation must have occurred at the nurse's place of employment where the nurse is functioning as an employee covered by an NBNU bargaining unit or where the member was representing the Union.
- No representational costs shall be paid by NBNU where a member chooses to represent themselves or where they engage a lawyer of their choice.
- NBNU reserves the right to investigate any request for representation and to approve, reject or withdraw from any representation for good cause. Decisions on representation under this policy shall be subject to policy.
- NBNU will not provide assistance for a second opinion or any outside counsel in relation to any labour law matter.

Workforce Adjustment

Workforce Adjustment Activities and Public Campaigns – In recognition of the public campaigns established from time to time throughout the communities of the province relating to health care service cuts and members' job loss in which the Union's locals and/or regions will be involved and to address the financial strain on locals caused by workforce adjustment initiatives, NBNU establishes the following local/regional campaign assistance program:

- Upon written application to the board of directors, a local/region may be provided with up to \$1,000 to assist the local/region public campaign regarding service cuts and members' job loss or to address the financial strain on locals caused by workforce adjustment initiatives.

The applying local/region will provide the following information in their application:

- what level of involvement will the local/region have in the planning, directing and responsibility of the campaign;
- the plans anticipated for the use of the assistance; and
- what recognition will the local/region receive with the contribution; i.e. with the local/region members, other participants in the campaign, the media.
- Following the conclusion of the campaign, the receiving local/region, through the applying representative, should provide the Union with a report of the campaign, including:
 - the impact of the campaign, and
 - the use of the assistance.
- Should any printed material be produced for the campaign, the Union logo is to be displayed with those of other participating organizations, if any logos are to be displayed.
- This program serves to complement the Union's current practice of providing organizational, media and moral support.

Section 13

General Policies

Gender Neutral Language

NBNU and all its committees shall do their best to use inclusive and gender-neutral language.

Scent Free Policy

NBNU and all its committees shall have a “scent free” policy for all meetings they hold. Members shall be reminded of the scent free policy in advance of Union functions. Members may be asked to leave if they do not comply with this policy.

Political Affiliation

NBNU is not directly affiliated with any Federal or Provincial political party.

No Smoking Policy

There shall be no smoking at any meeting of NBNU, other than in designated areas outside the meeting facility and in compliance with any facility policies.

Official Languages Policy

NBNU adheres to the following:

- that the provision of bilingual services be a priority;
- to offer services in both official languages at all levels of the organization; and
- that no employees be negatively affected by these initiatives.

Translation Services

- All NBNU documents shall not be distributed unless they are available in both official languages at the time of distribution.

Confidentiality Policy

In the course of your appointment or election to the NBNU Board of Directors, any NBNU Committee (internal or external) and/or NBNU Local Executive, you will have access to, and be entrusted with, confidential information concerning NBNU members, as well as the operations of NBNU. NBNU'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 NBNU's operations.

As a condition of your appointment/election to any NBNU 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 NBNU, such confidential information without the prior written consent of an officer of NBNU.
- 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 NBNU. In the event you are required to disclose

confidential information under compulsion of law, you will give NBNU notice of such requirement so that NBNU can seek a protective order or other remedy and will assist NBNU in taking all steps necessary to narrow the scope of disclosure.

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

Media Policy

- The President of the New Brunswick Nurses' Union is the only official spokesperson for NBNU and the President/designate shall be the media spokesperson for NBNU for all media inquiries.
- If the President is out of the office/unavailable, any media inquiries should be redirected to the Communications Officer and in consultation with the Board of Directors another board member may be appointed to be the designated spokesperson.
- If media contact members directly, they are advised to contact the Provincial Office, via the President, to determine the most appropriate person to respond.
- Should it be determined that an NBNU staff member or a NBNU 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.
- 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.

NBNU Privacy Policy

Membership Information

NBNU 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*).

NBNU 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 NBNU 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 NBNU. Information shall be collected by fair and lawful means.

Personal information such as name, postal address, e-mail address, and telephone number(s) shall be collected for NBNU to communicate with its members by mail, telephone or e-mail for a variety of purposes such as updates or newsletters. When 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.

NBNU may only disclose personal information to a third party, such as a mailing house for the purposes of communicating with NBNU members. We will otherwise only release personal information with the express consent of the member, unless releasing such information is required by law. Where NBNU releases personal information to third parties, NBNU 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.

NBNU 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.

NBNU 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 NBNU 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. NBNU 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. NBNU cannot, however, guarantee that loss, misuse, or unauthorized use will never occur and makes no representations or warranties to this effect.

NBNU Employee and Union Representative Responsibilities

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

Employees and Union Representatives 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 NBNU files will be used for the normal conduct of business, within our office by NBNU employees, or by a designated NBNU member holding a representative position (NBNU Board of Directors Local Executives, unit representatives, 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 NBNU.

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.

NBNU member information includes membership records, files or notations—including, but not exclusive to grievance files, notebooks, 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 NBNU 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 NBNU 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 NBNU privacy policies, the member will be provided a copy of the NBNU Privacy Policy.
- If the member continues to refuse to sign the consent form, the matter should be referred to the NBNU Executive Director or designate.
- Correspondence and/or documents containing personal information about an NBNU member that are for circulation to other NBNU 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 NBNU member whose information has been requested.
- Members' 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, faxes and relevant correspondence.
- Retention of material containing member information must conform to the NBNU 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 Regarding Concerns

Members of NBNU 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 NBNU 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, with the exception of the Canadian Federation of Nurses Unions, (CFNU), New Brunswick Federation of Labour (NBFL) and the Canadian Labour Congress (CLC).

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

Conflict of Interest Policy

Purpose

It is in the best interest of NBNU to be aware of and properly manage all conflicts of interest and appearances of a conflict of interest. This conflict-of-interest policy is designed to help board of directors, local executive members and/or members of NBNU to identify situations that present potential conflicts of interest and to provide NBNU with a procedure to appropriately manage conflicts in accordance with legal requirement and the goals of accountability and transparency in NBNU operations.

Conflict of Interest Defined

In this policy, a person with a conflict of interest is referred to as an "interested person." For purposes of this policy, the following circumstances shall be deemed to create a conflict of interest:

- An NBNU Board member, local executive member and/or member (or family member of any of the foregoing) is a party to a contract, or involved in a transaction with NBNU for goods or services.
- An NBNU Board member, local executive member and/or member (or family member of any of the foregoing) has a material financial interest in a transaction between NBNU and an entity in which the board member, local executive member and/or member (or a family member of the foregoing), is a director, officer, agent, partner, associate, employee, trustee, personal representative, receiver, guardian, custodian, or other legal representative.
- An NBNU Board member, local executive member and/or member (or a family member of the foregoing) is engaged in some capacity or has a material financial interest in a business or enterprise that competes with NBNU.
- Other situations may create the appearance of a conflict, or present a duality of interests in connection with a person who has influence over the activities or finances of NBNU. All such circumstances should be disclosed to the board of directors, president or executive director, as appropriate, and a decision made as to what course of action the organization or individuals should take so that the best interests of NBNU are not compromised by the personal interests of stakeholders in NBNU.

Gifts, Gratuities and Entertainment – Accepting gifts, entertainment or other favors from individuals or entities can also result in a conflict or duality of interest when the party providing the gift/entertainment/ favor does so under circumstances where it might be inferred that such action was intended to influence or possibly would influence the interested person in the performance of their duties. This does not preclude the acceptance of items of nominal or insignificant value or entertaining of nominal or insignificant value which are not related to any particular transaction or activity of NBNU.

Definitions

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

Procedures

- Prior to a board or local committee action on a contract or transaction involving a conflict of interest, an NBNU board member or member having a conflict of interest and who is in attendance at the meeting shall disclose all facts material to the conflict of interest. Such disclosure shall be reflected in the minutes of the meeting. If Board members are aware that staff or other volunteers have a conflict of interest, relevant facts should be disclosed by the board member or by the interested person himself/herself if invited to the board meeting as a guest for purposes of disclosure.
- An NBNU board member or local executive member or other member who plans not to attend a meeting at which they have reason to believe that the Board or local committee will act on a matter in which the person has a conflict of interest shall disclose to the chair of the meeting all facts material to the conflict of interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
- A person who has a conflict of interest shall not participate in or be permitted to hear the board’s or local committee’s discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert their personal influence with respect to the matter, either at or outside the meeting.
- A person who has a conflict of interest with respect to a contract or transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote.
- The person having a conflict of interest may not vote on the contract or transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person’s ineligibility to vote shall be reflected in the minutes of the meeting.
- Interested persons who are not members of the board of directors of NBNU, or who have a conflict of interest with respect to a contract or transaction that is not the subject of Board action, shall disclose to the president any conflict of interest that such interested person has with respect to a contract or transaction. Such disclosure shall be made as soon as the conflict of interest is known to the interested person. The interested person shall refrain from any action that may affect NBNU’s participation in such contract or transaction.

Harassment Policy

Policy Statement

Members are entitled to interact within the Union in an environment free from harassment. NBNU is committed to a harassment free Union where everyone is treated with dignity and respect.

Scope

This policy covers all members in their relation to each other as members of NBNU. It does not apply to workplace situations not directly related to Union activities but includes interactions which occur at any place where NBNU business is being conducted, at NBNU sponsored social gatherings and events, while travelling on NBNU business, attending seminars, conferences or meetings. This policy also applies to all local meetings and events.

Definitions

Harassment means any objectionable conduct, comment or display by a person that is known, or ought reasonably be known to be unwelcome, and:

- (1) is directed at a member;
- (2) is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry, or place of origin;
- (3) constitutes a threat to the health or safety of the member;
- (4) involves sexual harassment, which is conduct, comments, gestures or contact of a sexual nature that is offensive, unsolicited or unwelcome;
- (5) includes personal harassment which is unwelcome, comments or actions directed at a member, which is not necessarily based on one of the prohibited grounds described above, but may be abusive and/or humiliating and/or interfere with a member's ability to participate in Union activities. Personal harassment may include but is not limited to:
 - (i) verbal abuse or threats;
 - (ii) insulting, derogatory or degrading comments, jokes or gestures;
 - (iii) refusing to work or cooperate with others,
 - (iv) unwelcome physical contact, and
 - (v) Cyberbullying – which includes, but is not limited to: personal attacks, threats, degradation, malicious embarrassment, humiliation and/or defamation through the use of a computer taking place in social networks and/or internet tools (Facebook, Email, Blogs, etc.)

Complaints Procedure

- (1) Complaints concerning breach of this policy shall be made in writing to the President.
- (2) The President shall conduct an investigation in an attempt to mediate the complaint in a manner satisfactory to the complainant.
- (3) After investigation and where the complaint cannot be resolved through mediation, the President, in their absolute discretion, may refer the matter to the board of directors to be dealt with under Article 14 of the NBNU Constitution (Section 9 of the Policy Manual) as a disciplinary matter.
- (4) If a member of the board of directors is directly involved in the complaint, the board of directors may refer the complaint to an independent investigator for investigation, report and recommendation to the board.
- (5) In the event the complaint proceeds to the board of directors and/or an independent investigator under paragraph 4, both the complainant(s) and the respondent(s) shall have the right to:
 - (i) receive written information relating to the complaint,
 - (ii) respond to the complaint in writing,
 - (iii) be present and be heard by the investigator or board of directors,
 - (iv) the investigator and/or board of directors may, at their sole discretion, interview and hear other witnesses. All questions to any such witness will be made by the investigator and/or president.

- (6) In determining a complaint, the board of directors shall exercise its powers under Article 8 of the *Constitution and Bylaws*, including the power to suspend or remove a local officer or executive member from their position, suspend or fine a member, or prohibit a member from attending meetings.
- (7) Decisions of the board of directors upon conclusion of a hearing or upon acceptance of the recommendation of an investigator shall be final and binding on all parties.

Social Media Policy

Purpose

Communicating with members and the general public through select social media channels provides an opportunity to convey information to online networks about the mandate, mission, actions and issues related to NBNU.

Social media is a powerful communications medium. It creates opportunities for NBNU to engage diverse communities that it would not otherwise reach through traditional channels.

Given this potential for global dissemination of information, NBNU's use of social media must be managed correctly to mitigate the potential risk. The purpose of this policy is to ensure that NBNU manages a social media presence that accurately reflects its mandate, while ensuring the maintenance of its integrity.

Definitions

In this policy, social media means any facility, channel or outlet for online publication and commentary, including (but not limited to) blogs, discussion forums, wikis, and social networking sites such as Facebook, LinkedIn, Twitter, Instagram and YouTube.

Scope

This policy applies to NBNU members, staff, and board members who are participating in social media. If your affiliation with NBNU overlaps with your personal participation in social media, this policy will apply.

Participation

NBNU does not share opinions or information unrelated to its mandate and will use discretion in determining whether or not to participate in conversations.

While your use of social media is a personal choice, it is imperative that you represent NBNU as a respectful member of social media communities.

Any NBNU member, staff, or board member who views content on a website, blog, or social media channel that is inappropriate and may require a response from NBNU should inform the President, Executive Director and/or Communications Specialist immediately.

Authority to Post Content

The President, or their designate, is the official spokesperson for NBNU.

NBNU members, staff or board members who have a social media presence in a personal capacity or on behalf of another organization outside of their role and relationship with NBNU shall not comment on or post original content that could be perceived as an official act or representation of NBNU.

Content (in general)

Whether or not it is your responsibility, you may still choose to talk about NBNU, or issues related to NBNU's mandate on social media. You are allowed to talk about NBNU on social media and we encourage you to share your enthusiasm for NBNU and its mandate, but remember that you still represent the organization and must at all times abide by all applicable NBNU policies and the law.

Therefore, in addition to making it clear that the view you are expressing is your own personal opinion and may not be that of NBNU, please adhere to these guidelines:

Be respectful

You represent NBNU and your “online” actions will reflect back onto NBNU. NBNU members should be proud of NBNU and the work that is performed on behalf of Nurses every day. Please act as you would at work and respect others on social media platforms.

NBNU will not tolerate any form of harassment and/or discrimination (including age, sex, race, color, creed, religion, ethnicity, sexual orientation, gender identity, national origin, citizenship, disability, or marital status or any other legally recognized protected basis under federal, provincial, or local laws).

Be clear about your affiliation

Be forthright about your affiliation with NBNU and the role you perform within the organization. Do not make any statements on behalf of the organization unless it is your responsibility to do so.

Expect an audience

Remember: the Internet is public and once a statement, image or other document enters the digital space, it is there for everyone for all time. It is easy for a statement or photo, to be taken out of context at a later date. Don’t underestimate the size of your *potential* audience. It is also important to remember that the scope of your audience may be much broader than initially intended; it may include media, government officials, as well as lobbyists and other types of stakeholders.

General language use should be consistent of language appropriate for the workplace. Members should not swear or use discriminating, aggressive or derogatory language.

Follow the law

Ignorance of the law will not be an excuse. It is members’ responsibility to follow the law and understand any legal impact their actions on social media might create. Be cognizant of legal issues, including but not limited to: intellectual property rights, copyright, defamation, harassment, privacy, etc.

Be ready for responses

Not everyone will share the views and/or opinions members’ may share on social media. There will be people who legitimately disagree and there will be others looking to prompt a reaction. In either instance, members must maintain professionalism and treat others with respect.

From a broader perspective, a member’s position on an issue could be misinterpreted as that of NBNU and potentially compromise NBNU’s position on the issue. If members feel an issue might affect the greater goals of NBNU, it is better to stay clear of the issue and/or seek consensus about NBNU’s position on the issue.

Respect confidential information

NBNU deals with confidential information regarding a variety of different subject matters: for example: personal, health information, grievances, financial, negotiating, legal, or anything else NBNU deems sensitive or confidential. Do not share confidential information.

Protect co-workers, volunteers, clients and colleagues

Being involved on social media is a personal choice. Therefore, members have a responsibility to not speak on behalf or involve others in situations without their consent. This may include not posting personal information (for example: a birthday, a wedding, a birth, a social event, etc.) that involves another person. Although it is not always possible, as a best practice, members should notify people when taking photos that they may appear on social media and respect any wishes to not be included.

If members are unsure, request permission from the other person(s) before posting any content that involves them.

External links

Members are responsible for the content they post. Therefore, be sure that the content is from a trusted source of any external links/sources you may post. The source should be credible and relevant and it should not violate NBNU principles.

Social media use during work time

Unless managing NBNU's social media presence is part of a members work responsibility, personal use of social media is expected to be limited to personal time.

Risk Management

NBNU members, board members and staff are often tasked with attending education, conferences and/or other events as part of their duties in fulfilling NBNU's mandate. These opportunities may require travel and entail social activities, in addition to, official NBNU business.

The multi-faceted nature of these opportunities presents a potential reputational risk to NBNU. In order to minimize this risk, NBNU members, board members and staff shall exercise good judgement and discretion when posting on their personal social media any content (photos, location information, etc.) which could be misconstrued by the membership-at-large, or the public. If in doubt, err on the side of caution.

Internship Program

Purpose

The purpose of the Internship program is to provide advanced training and experience for NBNU activists.

The long-term goal is to enhance succession planning by introducing activists to the work of the Union and to have available trained activists to fill temporary and permanent vacancies as they arise.

Process

Interns will be for a twelve (12) month internship program and in addition could be scheduled for relief work, special projects or assistance as operational requirements dictate and in accordance with the budget set for this program from time to time.

Duties

Interns must be able to work from Provincial Office in Fredericton for twelve (12) continuous months.

Interns will receive an orientation at the beginning of their internship and a review and evaluation at the end.

Interns will be under the direct supervision of an LRO or the Executive Director and when performing relief work in a territory will assist an LRO in servicing tasks and be gradually introduced to more complex duties as they gain experience.

Internships may also be available for specific projects of NBNU such as lobby campaigns, organizing, or strike preparations.

Qualifications

Interns will have some previous experience as a local president or local executive officer (minimum 2 years).

Interns will be required to demonstrate an ability to work effectively with members and solve problems at the local level.

Selection

Interns selections shall be made by the board of directors. Members of the board of directors will not ordinarily be eligible for internships.

Salary and Benefits

Interns will be seconded to NBNU and will be required to obtain Union leaves of absence from their positions and will be paid salary and benefits in accordance with their bargaining unit positions as per their collective agreement. Interns will not be members of the staff union. Accommodations and per diem expenses will be as per directive of the board of directors (or as per policy).

NBNU will advertise the program and invite applications on the website and its publications.

Services - Group Home and Auto Insurance

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

Appendix A

Code of Confidentiality

NBNU Code of Confidentiality

Negotiating Committee and Board members (“Team Members”) will have access to confidential information relating to the NBNU’s bargaining strategy, including sensitive financial information and other personal information of NBNU’s members.

Unless authorized by the President or required by law, Team Members cannot share confidential information with any person or party outside the negotiating committee or NBNU Board. Furthermore, Team Members cannot use this information for their personal gain or that of someone else.

Team Members continue to be bound by this requirement after the Team Member leaves the Board or Committee.

NBNU Does not tolerate non-compliance with this Code. Should a Team Member fail to comply and depending on the severity and extent of the incident, as well as the results of the resolution process, the Team Member could be subject to internal NBNU discipline and/or a complaint to NANB/ANBLPN.

I _____ (please print name), hereby certify that:

- I have received a copy of the Code of Conduct and Code of Confidentiality;
- I have read each Code and sought any necessary clarifications; and
- I agree to uphold my professionalism and duty to my fellow nurses by honouring my obligations.

Signature

Date

Appendix B

Strike Manual

a) Provincial Strike Headquarters (Central)

NBNU provincial office will lead the communication network. There will be a staff member on call on a 24-hour basis who will be available to all Striking Locals.

NBNU provincial office will:

- a) provide up to date strike information to the Local Presidents.
- b) answer questions for Local Presidents and Members.
- c) handle all media relations through the NBNU Provincial President who possesses expertise in media relations. During negotiations and strike action they are the official spokesperson for the organization. They will also act as spokesperson on behalf of the local if the Strike Steering Committee requests assistance.

However, the news media will probably contact the nurses in the area to add a local perspective to the story. The local media spokesperson will work with the NBNU President in providing information to the media. This person will most likely be the Local President. It is strongly suggested that striking locals seek the assistance of NBNU provincial office before disseminating any information to the media and the public.

- d) ensure notification of the strike to police, ambulances, other unions, etc.
- e) place advertising in newspapers, and on radio and television, if necessary.
- f) provide fact sheet(s) to each local for distribution to the general public by the picketers.
- g) provide "Guidelines for Picket Duty" to each Local.

b) Local Strike Headquarters

Each bargaining unit Local will:

- establish a Strike Steering Committee appointed or elected by the local.
- establish sub-committees as your local situation demands. Each sub-committee should have a chairperson responsible for assigning duties to committee members; however, the size of each committee will vary according to the needs of each local. The sub-committees suggested are:
 - Phone and Communication sub-committee
 - Finance and Welfare sub-committee
 - Picket Control sub-committee
 - Poster sub-committee
- Consult with NBNU regarding the coordination between geographically close locals to set up a local/regional strike headquarters, preferably near your place of employment. Suggestions are: a church basement, a legion hall, a union building or even a member's home i.e. recreation room. The essential point is to appoint a dedicated phone number as quickly as possible and ensure provincial office has that number.
- set up an official line of communication with the employer once the Strike Steering Committee is established. Inform the employer that contact with members of the bargaining unit must be through Provincial Strike Headquarters.
- ask members to cooperate and refer to Strike Headquarters any individual telephone calls from the employer.

c) Strike Steering Committee

The Strike Steering Committee is responsible for the overall coordination of all the activities of the local related to job action. It must ensure that each member of the local feels that they have a role to play, and an obligation to contribute to this collective effort for the successful outcome of the strike.

Structure

The chairperson selected should be well-known to the members of the Local and easily available. They are not necessarily the Local President.

The Committee consists of the Local President, the chairperson of the committee (if not the Local President), the chairpersons of the various sub-committees and the person chosen to be the media spokesperson (if not the Local President).

Duties of the Strike Steering Committee:

- ensure that strike action is carried out as and when required, and as directed by the Board of Directors.
- develop a local master membership list with individual members' phone numbers (there will be a list for each bargaining unit).
- ensure that the various sub-committees are adequately staffed and evaluate their effectiveness.
- meet to receive activity reports from the chairpersons of the various sub-committees to ensure a coordinated effort. Once a strike is in progress, daily meetings will be necessary.
- maintain contact with Provincial Strike Headquarters. Instructions will be issued from the Provincial President or the Executive Director.
- establish a liaison with Picket Coordinators.
- establish a communication link with other NBNU locals, if necessary, by using the phone fan-out system.
- make preparations in conjunction with NBNU Provincial Office for the payment of strike pay according to NBNU policy (see Finance and Welfare sub-committee).
- appoint a small committee or delegation to visit politicians and community leaders for purposes of political lobbying, if you wish.

d) Phone and Communication sub-committee

The Phone and Communication sub-committee establishes the communication link with members and is responsible for gathering and disseminating required information.

Structure

The sub-committee consists of a chairperson and members as determined by the Local and selected by the Strike Steering Committee.

Duties of the Phone and Communication sub-committee:

- provide updated information to the local membership in the event of job action.
- notify members scheduled by the Picket Control sub-committee for picket duty.
- establish a liaison with the Picket Coordinators.
- relay information as required, since the sub-committee is responsible for all telephone communication, to the membership.
- notify members of scheduled meetings and rallies during the strike and keep a list of members present.
- establish and update a list of each member of the Local bargaining unit and their telephone number.
- inform members of the location of Strike Headquarters.

- set up a telephone recording number for members to call which will inform them of the status of the strike, who to phone, where to phone and who to contact. The message will be updated regularly. They will ensure that each member has this number.
- ensure that each member has NBNU telephone number (#1-800-442-4914) for them to call in case of urgent matters.

e) Finance and Welfare sub-committee

The Finance and Welfare sub-committee oversees all local expenses related to the strike and coordinates with Provincial Office all aspects of the records and control for Strike Pay and its distribution.

Structure

The sub-committee consists of the Local Treasurer who acts as chairperson and members as determined by the Local and selected by the Strike Steering Committee.

Duties of the Finance and Welfare sub-committee:

- locate suitable space for use as Strike Headquarters.
- arrange for telephone access at Strike Headquarters.
- establish accurate records for the names of those members who are involved in:
 - i. picketing;
 - ii. other tasks as determined by the Local and therefore eligible for strike pay.
- establish a budget and budget control for the strike, taking into consideration the needs of the various strike sub-committees.
- ensure proper forms for strike pay are completed on a daily basis and forwarded weekly to the NBNU Provincial Office for strike pay distribution.
- distribute strike pay and establish proper controls for each disbursement.
- pay any expenses related to the strike.
- obtain from Provincial Office the necessary material to vote such as ballots and ballot boxes.

f) Picket Control Sub-committee

The Picket Control sub-committee assures the presence of members at strategic areas and peaceful demonstrations during the strike.

Structure

This sub-committee consists of the Local Vice President who acts as chairperson and members as determined by the Local and selected by the Strike Steering Committee.

Duties of the Picket Control sub-committee:

- elect or select picket coordinators. One coordinator is in charge of pickets on each shift. (Refer to Duties of the Picket Coordinator).
- ensure picket signs are taken from and returned to Strike Headquarters.
- establish picket lines during each day of the strike, and set the hours of picketing.
- schedule members for picket duty in cooperation with the Phone and Communication sub-committee.
- provide to the Phone and Communication Sub-committee a list of the members who did not report for picket duty as scheduled.
- organize the largest number of pickets to be present during peak traffic periods.
- ensure that peaceful behaviour is maintained during picketing.
- report to the Strike Steering Committee daily on events or concerns which may have arisen.

g) Poster sub-committee

The Poster sub-committee is responsible for the production of picket signs and the quantity required during the strike.

Structure

The sub-committee consists of a chairperson and members as determined and selected by the Local.

Duties of the Poster sub-committee:

- assure sufficient quantity of picket signs are received from Provincial Office.
- provide guidance and be involved in the actual production of picket signs if more are required.
- develop slogans which pertain directly to the Local's situation.
- prepare picket signs that are large, easy-to-read and in good taste. The reputation of NBNU must be maintained.
- prepare sufficient copies of Fact Sheet(s) for picketers to distribute to the general public.
- ensure adequate supplies are available for making picket signs – white bristol boards, magic markers, sticks, staples and string. Order these supplies through the Finance and Welfare sub-committee.