SIINB NBNU

Constitution & By-Laws

As amended by voting delegates at the NBNU Annual Meeting - October 2026

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ARTICLE 1 – NAME

1.01 This organization shall be known as the New Brunswick Nurses Union (hereinafter referred to as either the "Union" or "NBNU").

1.02 In the interpretation of this Constitution, a gender-neutral language will be utilized.

1.03 The provincial office shall be in Fredericton, N.B.

ARTICLE 2 – OBJECTIVES

2.01 The objective of NBNU shall be the advancement of the social, economic and general welfare of its members and potential members including particularly the following:

(a) to regulate the employment relations between its members and their employers including, particularly, the negotiation and enforcement of collective agreements between them;

(b) to promote high professional standards of practice and appropriate working conditions with a view to achieving the best attainable patient care;

(c) to organize and recruit new members;

(d) to influence legislation so as to safeguard the rights of its members and the public at large;

(e) to encourage co-operation with related fields and organizations;

(f) to encourage the education of its members in such manner as may be deemed advisable to achieve these objectives;

(g) to provide as much employment security for the members as possible;

(h) to promote the important role of nurses in the health care system and to expand on its value publicly;

ARTICLE 3 – INTERPRETATION

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

3.02 In the Constitution and By-Laws:

"Day" shall mean a calendar day.

“Local” shall mean a chartered local of the Union.

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

"Member" shall mean a person who is recognized by one of the bargaining units as an employee.

"Member in Good Standing" shall mean a person who is recognized by one of the bargaining units as an employee and who, subject to Article 5.04, pays monthly union dues and maintains a current registration with their applicable regulatory body (ie NANB, ANBLPN).

"Union" shall mean the New Brunswick Nurses Union.

ARTICLE 4 – FUNCTIONS

4.01 The Union shall act as bargaining agent:

(a) under the Public Service Labour Relations Act for the locals of the hospitals and other portions of the Public Service listed in the First Schedule to the Public Service Labour Relations Act in accordance with the authority vested in the Union by the constitutions of the said locals; and

(b) under the Industrial Relations Act for those bargaining units of nurses and allied health workers (only those holding membership in NBNU in 1988) which are appropriate for collective bargaining under the Industrial Relations Act.

4.02 The Union shall provide:

(a) each member of the appropriate bargaining unit the opportunity to vote during the ratification period on any proposed collective agreement which would apply to their bargaining unit before it is accepted by the Union; and

(b) a collective agreement which applies to a bargaining unit shall be accepted by the Union only after a vote has been conducted of the members of the bargaining unit to whom the agreement will apply, and a majority of those that have voted in favour of its acceptance.

4.03 The Union shall have English and French as its official languages.

4.04 The Union may become affiliated with, or disaffiliated from, another central labour organization by a majority vote of delegates attending an annual meeting.

4.05 The Union shall provide staff to assist the membership of the bargaining units to administer and enforce the terms.

4.06 The Union shall promote education and unity among its membership.

4.07 The Union shall actively participate in labour, health and social issues.

4.08 The Union shall provide pertinent information regarding the organization to all potential members of the Union.

4.09 The Union officers shall present a yearly report to the membership in attendance at the annual meeting.

ARTICLE 5 – MEMBERSHIP

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

5.02 All persons who are eligible for membership as provided in Article 5.01 and who are employed in a unit for which the Union does not hold the certification of bargaining authority and who request such certification shall sign an application for membership in the Union.

5.03 (a) A member shall be entitled to representation by NBNU for matters arising during their period of membership.

(b) A Member in good standing of the Union may vote on any issue presented to the general membership and maintains all the rights and privileges that membership entails.

5.04 A member of the Union who is on layoff or an approved leave of absence pursuant to the collective agreement, including maternity or childcare leave and nurses returning to work under the 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.

ARTICLE 6 – UNION LOCALS

6.01 (a) A group of five (5) or more members of the Union, identifiable by a common workplace and bargaining unit, may form a Chartered Local of the Union, subject to the approval of the Board of Directors.

(b) Special consideration will be given to a group of less than five (5) members of the Union who otherwise qualify under the provisions of 6.01 (a), to form a Chartered Local of the Union.

(c) The Board of Directors shall have authority to, establish, configure, and reconfigure Chartered Locals in a fair and reasonable manner, keeping the best interests of NBNU and its membership as the guiding principle.

1) Where the Board of Directors determines that the configuring or reconfiguring of a Chartered Local or Chartered Locals may be warranted it shall:

- provide reasonable notice of its intention to the affected Chartered Local or Chartered Locals,
- consult with the affected Chartered Local or Chartered Locals; and
- provide a reasonable opportunity for those affected Chartered Locals to make representations or submissions to the Board of Directors, where appropriate.

These requirements may be waived if the Chartered Local(s) are non-functioning or has indicated its consent.

2) The Board of Directors may, on its own motion and by a two-thirds ⅔ vote:

(i) determine the configuration of Chartered Locals;

(ii) determine whether existing Chartered Locals should be merged;

(iii) determine whether an existing Chartered Local should be divided to create two or more new Chartered Locals;

(iv) determine the allocation and assignment of dues paying members to existing or new Chartered Locals.

6.02 (a) Locals of the Union shall be chartered and governed in accordance with a Constitution and By-Laws.

(b) Each chartered local shall have a local Constitution and By-Laws consistent with Appendix "B" and shall not conflict with the Constitution and By-Laws of NBNU.

(c) The By-Laws of a Chartered Local may be amended with the approval of a two-thirds (2/3) majority vote of those Local members who are present at a meeting of the Chartered Local and with the approval of the majority of the NBNU Board of Directors. No such amendment shall take effect until the approval of both the Chartered Local and the NBNU Board of Directors has been obtained. Full details of the proposed amendments must be set out clearly in the notice of the meeting to all members of the Chartered Local.

6.03 Local Representation

(a) Within 120 days after the date of the Annual Meeting, the locals designated under the even numbered locals (2, 4, 6, 8, 10, etc...) shall conduct elections among their members for their Local President to sit on Executive Council, following the Annual Meeting in even numbered years. The results of this vote shall be reported to the Union office. Elections from odd numbered locals (1, 3, 5, 7, 9, etc...) shall be conducted within 120 days following the Annual Meeting in odd numbered years.

(b) In the event that any local does not elect its Local President to the Executive Council within 120 days, the local shall be deemed non compliant until a new local executive is elected.

(c) In the event that a dispute occurs within the local over the election of the Local President to the Executive Council, the President of the Union shall call a meeting of the members of the local for the purpose of resolving a dispute.

6.04 In the event of a Local President being unable to attend an Executive Council, Annual or Special Meeting, the local is entitled to send a substitute member, with full voting privileges.

ARTICLE 7 – ELECTIONS

BOARD OF DIRECTORS

7.01 Inner Executive

(a) The Annual Meeting Operations Committee or any person or persons acting with its authority shall prepare, through consultation with the locals, nominations for the offices of President, Vice-President, 2nd Vice-President, Vice-President Finance and send them to the President of each local at least forty-five (45) days prior to the Annual Meeting at which an election of officers is to be held together with instructions for nominating candidates.

(b) Eligibility

i) To be eligible for nomination to the office of President and 1st Vice-President, a member must have previously served as an elected member on the Executive Council and be a member in good standing.

ii) To be eligible for nomination to the office 2nd Vice-President, a member must have previously served as an elected member on the Executive Council, or has been an elected member of their Local Executive for a minimum of 3 years, attended Executive Council as an observer or voting delegate within the past 5 years and be a member in good standing.

iii) To be eligible for nomination to the office of Vice-President Finance, a member must be a member in good standing and

1) have previously served as an elected member on the NBNU Finance Committee within the past five (5) years

2) or must have previously served as an elected member on the Executive Council

3) or served as a Local Treasurer and attended NBNU AGM within the past 5 years.

(c) Term

i) The President and Vice-President Finance shall assume their term immediately following the Annual Meeting at which they were elected for a three (3) year term.

ii) The 1st Vice-President and 2nd Vice-President shall assume their term immediately following the Annual Meeting at which they were elected for a three (3) year term.

(d) Election of members to the positions of President, 1st Vice-President, 2nd Vice-President, Vice-President Finance, subject to other provisions of these By-Laws, shall be by majority vote of the accredited delegates voting at an Annual Meeting of the Union. Voting shall be by secret ballot. Upon request results can be shared with the candidate.

(e) The election to each office shall be completed before any subsequent election takes place.

(f) Scrutineers shall be appointed by the presiding officer in accordance with Article 11.04

(g) Balloting will continue by the voting delegates at the Annual Meeting until one candidate receives a majority of the votes.

(h) If a subsequent ballot is required, the candidate receiving the least number of votes on the preceding vote will have their name dropped from the ballot.

UNIT REPRESENTATIVES AND NEGOTIATING COMMITTEE MEMBERS

7.02 Executive Committee

(a) Nominations

Nominations for the offices of Bargaining Unit Representative (Acute Care, Community Care, Nurse Manager & Nurse Supervisor, shall be elected by their respective bargaining unit/designation.

Nominations will be received by Provincial Office in August with an election taking place by electronic vote in September and results announced at the annual meeting in October.

(b) Eligibility

i) To be eligible for nomination to the office of Bargaining Unit Representative Acute Care, a member must be a member in good standing and member of the Part III Acute Care (hospital) bargaining unit.

ii) To be eligible for nomination to the office of Community Care Bargaining Unit Representative, a member must be a member in good standing of the Part III Community Care bargaining unit.

iii) To be eligible for nomination of Nursing Home Representative, a member must be a member in good standing of the Nursing Home bargaining unit.

iv) To be eligible for nomination to the office of Nurse Manager and Nurse Supervisor Representative, a member must be a member in good standing of the Nurse Manager and Nurse Supervisor bargaining unit.

(c) Term

i) The Nursing Home, Nurse Manager/Nurse Supervisor Representative shall be elected in each odd numbered years and shall assume their term immediately following the Annual Meeting at which they were elected for a two (2) year term.

ii) The Part III Acute Care, and Community Care Representative, shall be elected in even numbered years, and shall assume their term immediately following the Annual Meeting at which they were elected for a two (2) year term.

(d) Election of Members to the positions of Bargaining Representative, subject to other provisions of these By-Laws, shall be by majority vote of the bargaining unit members voting. Voting shall be by electronic, secret ballot. Upon request results can be shared with the candidate.

(e) Part III (Acute Care & Community Care) & Nurse Manager and Nurse Supervisor Negotiating Committee

Eleven (11) months prior to the expiry date of a collective agreement, the members of the bargaining unit shall elect the members of the Bargaining Unit's Negotiating Committee. The negotiating committee shall be made up of one representative from each of the health zones in the province to ensure equal representation. Eight (8) total, as per Appendix C & D. Should there be no candidate from a health zone, the elected negotiating committee shall make a recommendation to the Board of Directors for the vacancy.

(f) Nursing Home Negotiating Committee

Eleven (11) months prior to the expiry date of a collective agreement, the members of the bargaining unit shall elect the members of the Bargaining Unit's Negotiating Committee. The negotiating committee shall be made up of one representative from each of the health zones in the province to ensure equal representation. Eight (8) total, as per Appendix E. Should there be no candidate from a health zone, the elected negotiating committee shall make a recommendation to the Board of Directors for the vacancy.

(g) Upon request results can be shared with the candidate.

(h) The Unit Representative and all members of the negotiating committee must be members in good standing. If a member loses their good standing during their term, they shall resign from their appointment immediately.

7.03 Licensed Practical Nurse (LPN) & Nurse Practitioner (NP) Representative

(a) Nominations

Nominations for the offices of Licensed Practical Nurse (LPN) Representative and Nurse Practitioner (NP) Representative shall be elected by their respective designation group within NBNU. Nominations will be received by the Provincial Office in August with an election taking place by electronic vote in September with the results announced at the annual meeting in October.

(b) Eligibility

i) To be eligible for nomination to the office of LPN Representative, a member must be an LPN member in good standing in the Part III Hospital or Community Care bargaining unit.

vi) To be eligible for nomination to the office of NP Representative, a member must be an NP member in good standing.

(c) Term

i) The LPN Representative and NP Representative, shall be elected by their respective designation group every three (3) years post annual meeting and shall assume their term on December 1 for a three (3) year term.

(d) Election of members to the positions of LPN Representative and NP Representative, subject to other provisions of these By-Laws, shall be by majority vote of the designation

group members. Voting shall be by electronic, secret ballot. Upon request, results can be shared with the candidates.

ARTICLE 8 – THE BOARD OF DIRECTORS

8.01 The elected Board of Directors of the union shall be composed of the following, each of whom shall be a member in good standing of the Union:

Inner Executive

(a) President,

(b) 1st Vice-President,

(c) 2nd Vice-President

(d) Vice-President Finance,

Executive Committee

(e) four Unit Representatives from three bargaining units.

(i) Hospitals – Hospital Bargaining Unit,

(ii) Community Care – Hospital Bargaining Unit,

(iii) Nursing Homes Bargaining Unit, and

(iv) Nurse Managers/Supervisors Bargaining Unit.

At-Large Representatives

(f) Licensed Practical Nurse (LPN) Representative

(g) Nurse Practitioner (NP) Representative

8.02 A Board of Director member who shall for any reason cease to hold office shall forthwith turn over to the Board of Directors all documents, records, books, furniture, funds, chattels, assets and other property of the Union then in their possession.

8.03 Any Board of Director member who loses good standing or is absent from two (2) consecutive meetings, without reason satisfactory to the Board of Directors, shall no longer be a member of the Board of Directors and such office shall be declared vacant.

(a) In the event that the President should resign, die or otherwise cease to act, the office will be filled by the 1st Vice-President.

(b) In the event that the 1st Vice-President, 2nd Vice-President or Vice-President Finance should resign, die or otherwise cease to act, the Executive Council shall elect by and from themselves a replacement for the unexpired terms.

(c) In the event that a Unit Representative, or At-Large Representative, should resign, die or otherwise cease to act, the replacement shall be elected by the respective bargaining unit/group concerned for the unexpired term.

8.04 The Board of Directors shall have the authority to:

(a) Remove any officer of a Local only on clear proof of fraud or dishonesty after sworn charges have been made and after a fair trial and opportunity for appeal as provided in this Constitution;

(b) Cause an inspection to be made of the financial records of any Local and order an independent audit of the books of any Local when convinced that such an audit is necessary and proper to protect the membership of the particular Local and the interest of the Union and to make the results of the audit available to the members of that Local. The cost of such audit to be borne by the Union;

(c) Call a meeting of any Local, in which meeting the Board of Directors may participate, when the Local has been requested to call such a meeting and has refused or failed to do so.

8.05 The Board of Directors shall be responsible for the administration of the affairs and activities of the Union when the Union is not in meeting.

8.06 The Board of Directors shall, subject to any general policies established by the Annual Meeting and the Executive Council, assist the Negotiating Committee in the development of bargaining positions and tactics in the interests of obtaining the best possible proposed agreement for submission to the membership.

8.07 No monies of the Union shall be expended without the authorization of the Board of Directors. If expenses up to an excess of $10,000 beyond the approved annual budget are contemplated, approval of the Board of Directors in consultation with the Finance Committee will be required. Over $10,000 beyond the approved annual budget, approval of Executive Council will then be required.

MEETINGS OF THE BOARD OF DIRECTORS

8.08 (a) The Board of Directors shall meet at the call of the President or at the request of no fewer than three (3) members of the Board of Directors, made in writing to the President. In any event, the Board of Directors shall meet at least six (6) times a year.

(b) The time and place of meetings of the Board of Directors shall be determined by the President. Any meeting requested by no fewer than three (3) members of the Board of Directors pursuant to the provisions of Article 8.08 (a) shall be held within thirty (30) days of the receipt by the President of any such request. Every member shall be given at least twenty-one (21) days' notice of such meetings, except in cases of emergency meetings.

(c) A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business.

(d) Unless otherwise provided in these By-Laws, any questions arising at a meeting of the Board of Directors shall be decided by a majority vote of the members present. Voting shall be made by a show of hands unless a poll is requested.

(e) Each member of the Board of Directors, excluding the President, shall be entitled to one vote on each question which is voted upon at the meeting. In the case of a tie, the President shall be entitled to cast a deciding vote.

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

ARTICLE 9 – THE EXECUTIVE COUNCIL

9.01 There shall be an Executive Council composed of:

The Local Presidents from each of the locals defined in Appendix "A" to these By-Laws and the NBNU Board of Directors.

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

9.03 The Local Presidents as members of Executive Council shall:

(i) carry out generally the objectives of the Union,

(ii) be a member of the Executive Council,

(iii) be a voting delegate at the Annual or Special Meetings of the Union,

(iv) be responsible for Local Political Lobbying,

(v) represent the interest of the local to the Union through the Executive Council, and

(vi) establish and maintain communication between the Board of Directors and members of their local.

ARTICLE 10 - MEETINGS OF THE UNION

10.01 The rules of procedure and order of business governing meetings of the Union, not regulated by the Constitution and By-Laws or the NBNU rules of procedure, Robert's Rules of Order Newly Revised shall govern. These rules shall be presented to the membership in attendance at the beginning of the meetings for approval. If a procedural matter is brought into issue at any meeting of the Union, Robert's Rules of Order Newly Revised shall govern.

10.02 The Union shall hold an Annual Meeting each year at such time and place as is determined at the previous Annual Meeting.

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

10.04 The time and place of meetings of the Executive Council shall be determined by the President. Any meeting requested by no fewer than thirty-five (35) members of the Executive Council pursuant to the provision of Article 10.03 shall be held within thirty (30) days of the receipt by

the President of any such request. Every member shall be given at least twenty-one (21) days' notice of such meetings, except in the circumstance of an emergency meeting as determined by the Board of Directors.

10.05 A majority of the members of the Executive Council shall constitute a quorum for the transaction of business.

10.06 Subject to Article 10.05, any questions arising at a meeting of the Executive Council shall be decided by a majority vote of the members present. Voting shall be made by a show of hands unless a poll is requested. Each member of the Executive Council, excluding the President, shall be entitled to one vote on each question which is voted upon at the meeting. In the case of a tie, the President shall be entitled to cast a deciding vote.

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

10.08 A special meeting of the Union may be called at any time and place at the request in writing of at least thirty-five (35) members of the Executive Council or of at least one-third (1/3) of the locals evidenced by notice in writing signed by the President of each and shall be held within forty-five (45) days of the receipt by the President of the Union of any such request. Any such request shall specify the subjects to be considered at such a special meeting.

10.09 Every local shall be given at least thirty (30) days' notice of Annual Meetings and at least twenty (20) days' notice of Special Meetings. The notice shall be sent to the Local President. The President of each local shall make every reasonable effort to inform the members of the local of the said meetings.

10.10 The form of notice of meetings shall specify the subjects to be considered at the meeting, and in the case of special meetings, only such subjects as are specified in the notice calling the meeting may be considered and acted upon at that meeting.

10.11 Members of the Union may attend Executive Council meetings as observers.

ARTICLE 11 – VOTING AT MEETINGS OF THE UNION

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

11.02 Each local shall, from among its members, be entitled to send voting delegates to meetings of the Union according to the following scale and one of whom shall be the Local President (Executive Council members):

1-100 members in the local – one (1) delegate

101-300 members in the local – two (2) delegates,

301-500 members in the local – three (3) delegates,

501-700 members in the local – four (4) delegates,

701-900 members in the local – five (5) delegates, and

901-plus members in the local – six (6) delegates.

11.03 The Provincial Office shall send to each local at least thirty (30) days before each Annual Meeting and at least twenty (20) days before each Special Meeting proper forms for credentials for voting delegates and observers. The local shall send the completed copy of this credential to the Provincial Office by the deadline established by Provincial Office.

11.04 The Chairperson of the meeting shall appoint three (3) or more members of the Union who shall not be voting delegates to act as scrutineers.

11.05 The Provincial Office shall furnish a certified list of the voting delegates entitled to vote at the meeting for use by the scrutineers.

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

11.07 Three-quarters (3/4) of the voting delegates accredited to the meeting shall constitute a quorum for the transaction of business.

11.08 Subject to Article 11.07, any resolution presented at a meeting of the Union or any of its committees shall be deemed to have been carried if a majority of the voting delegates present vote in favour of it.

11.09 In an election of members to committees of the Union, the candidate(s) receiving the highest number of votes shall be the successful candidate(s).

11.10 Voting shall be by a show of hands unless another manner of voting is requested by the voting delegates.

11.11 Each voting delegate shall be entitled to one vote.

11.12 The date of implementation of any decision or resolution not requiring a Constitution and By-Laws amendment taken at a meeting shall be determined by the members of the assembly at that meeting.

11.13 Voting delegates shall have valid expenses reimbursed as per the NBNU expense policy.

ARTICLE 12 – COMMITTEES OF THE UNION

12.01 All members of any NBNU committee, including but not limited to those listed below, must be a member in good standing. In the event a member loses good standing, they shall resign from the committee immediately.

12.02 For committees where NBNU nominates, or appoints a representative, that representative shall serve at the pleasure of the NBNU Board of Directors, notwithstanding any committee-specific rules or guidelines to the contrary.

12.03 The standing committees of the union shall be:

(a) Finance Committee

(b) Negotiating Committee

(c) Annual Meeting Operations Committee

ARTICLE 13 - EXECUTIVE DIRECTOR

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

ARTICLE 14 – DISCIPLINE

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

ARTICLE 15 – REVENUE AND FINANCIAL ACCOUNTABILITY

15.01 The revenue of the Union shall be derived as follows:

(a) the Union shall receive monthly dues of nurses under a collective agreement as determined at an Annual Meeting;

(b) Chartered Locals shall not deduct any additional dues amounts from its members.

(c) the Union shall remit to the locals such per capita amounts as is determined at an Annual Meeting of the Union;

(d) The allocation may take the form of a regular remittance to the Local's bank account, or for the remittance to be held in trust by the Union for the Local; and

(e) the Union may accept any donation, grant, bequest, or other form of transfer of funds of properties from any charitable, governmental, educational or other source and may agree with the transfer to any specific purpose consistent with the objectives of the Union.

15.02 The Union shall have the right to levy assessments for special purposes upon its members, provided that any such assessment must first be approved at an Annual or Special Meeting of the Union. Where, in the opinion of the Board of Directors, urgency dictates that additional assessments are required; the Board of Directors may impose such assessments subject to review at the next Annual or Special meeting of the Union.

15.03 Any funds owed to the Union by a local pursuant to the provisions of these By-Laws shall constitute a preferred claim and must be paid promptly by the local each month prior to the payment of any other obligations of the local.

15.04 The fiscal year of the Union shall be January 1st to December 31st unless otherwise designated by the Board of Directors.

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

15.06 All assets of a Local shall be considered a trust fund of the Union to be held and administered by the Local for the members of the Union belonging to the Local. If the Charter of a Local is revoked, or by agreement between the Local and the Union, the assets shall become the property of NBNU to be held in trust and administered by the Union for the members of that Local.

ARTICLE 16 – AMENDMENTS

16.01 Amendments to this Constitution shall be conducted in accordance with Article 16 of these By-Laws.

16.02 Subject to Article 16.01, these By-Laws may be amended when two-thirds (2/3) of the accredited delegates attending an Annual or Special meeting of the Union vote in favour of the amendment. Full details of the proposed amendments shall be sent out in the notice of the meeting sent to every local.

16.03 No such amendment shall take effect until the first day following the adjournment of the Annual or Special meeting where such amendment was passed in accordance with Article 16.02.

ARTICLE 17 – WAIVER

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

APPENDIX "A"

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

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

86. Extra Mural Program, Miramichi
87. Bridgeview Hall, Miramichi
88. Public Health, Community Mental Health and Public Safety Nurses, Miramichi
89. Extra Mural Program, Campbellton
90. Losier Hall, Miramichi
91. Miramichi Hospital, Miramichi, Nurse Managers/Supervisors
92. Blanche Bourgeois Extra Mural
93. Kingsway Care Center Inc., Quispamsis
94. Foyer Notre-Dame de Saint Léonard, Saint Léonard
95. Westford Nursing Home, Port Elgin
96. VACANT
97. Public Health, Community Mental Health and Public Safety Nurses, Edmundston/Grand-Falls
98. Villa St-Joseph, Tracadie
99. Villa Beauséjour, Caraquet
100. Villa Maria, Saint-Louis-de-Kent
101. Extra Mural Program Péninsule Acadienne
102. Extra Mural Program Shediac/Kent
103. Les Résidences Jodin Inc., Edmundston
104. Tobique Valley Manor Inc.
105. Villa Chaleur Inc., Bathurst
106. Tabusintac Nursing Home Inc., Tabusintac
107. Extra Mural Program, Bathurst
108. Fundy Nursing Home, Black's Harbour
109. W. G. Bishop Nursing Home, Minto
110. Wauklehegan Manor, McAdam
111. White Rapids Manor, Fredericton Junction
112. Nashwaak Villa
113. Edmudston/Grand Falls/Kedgwick Extra Mural
114. Centre Espoir et Equilibre

APPENDIX "B"

SAMPLE

LOCAL CONSTITUTION

LOCAL [#] – [LOCAL NAME]

ARTICLE 1 – NAME

1.01 This local shall be known as [insert name of local] of the New Brunswick Nurses Union. (hereinafter referred to as the "Chartered Local")

ARTICLE 2 - LOCAL EXECUTIVE

2.01 The affairs of the Chartered Local shall be administered by a Local Executive shall be composed of the following:

(a) President
(b) Vice President
(c) Treasurer
(d) Secretary
(e) Any other officer determined by the local.

2.02 It may be permissible to combine the offices of Secretary with the Treasurer role.

2.03 Members elected to office shall hold this position for a two (2) year term.

2.04 Officers shall be elected in [even or odd] numbered years within 120 days following the New Brunswick Nurses Union Annual Meeting and submitted to NBNU provincial office by the deadline date established by provincial office.

2.05 Where the number of members warrant, Chartered Locals should consider training nursing unit reps. The Chartered Local should also consider having the following roles on their Executive:

(a) an LPN and/or NP component representative;
(b) grievance/joint occupational health officer/professional practice officer

2.06 In the event of a vacancy among the officers of the Local, the Executive shall be empowered to appoint a person to fill the vacancies, on a temporary basis, until the time of the next election of the Local.

2.07 The Local Executive shall be responsible for the administration of the affairs and activities of the local when the local is not in meetings.

ARTICLE 3 – MEMBERSHIP

3.01 All registered unionized [Registered Nurses, Licensed Practical Nurses and/or Nurse practitioners] working at [Facility(ies) represented by this local] shall be members.

ARTICLE 4 – OBJECTIVES

4.01 The objectives of the local will be:

(a) To regulate relations between nurses and their employer as defined in the [Public Service Labour Relations Act or Industrial Relations Act] through negotiation and administration of a written contract with the employer covering progressive and better conditions of employment and to promote effective communications.

(b) To promote the economic and social welfare of the nurses and to keep the nurses informed about the activities of the Union.

(c) To promote the highest standard of healthcare.

(d) To educate the membership on matters of collective bargaining.

(e) To represent its membership on issues to be debated at the provincial level of the Union by seeking input from all members.

(f) To promote awareness of union functions and encourage Union participation.

(g) To unify its members in working towards a stronger Union and Local.

(h) To encourage the education of its members in such a manner as may be deemed advisable to achieve these objectives.

ARTICLE 5 – DELEGATION OF POWER

5.01 The Chartered Local hereby acknowledges the authority of the New Brunswick Nurses Union, to bargain collectively for the Chartered Local and to discharge the duties and responsibilities of bargaining agent under the [Public Service Labour Relations Act or Industrial Relations Act] on behalf of the local.

5.02 The Chartered Local may submit any items which it would like to see included in any collective agreement to the New Brunswick Nurses Union for its consideration.

5.03 Members of a bargaining unit shall have the opportunity of voting on any proposed new collective agreement prior to its acceptance or rejection by the New Brunswick Nurses Union.

5.04 The members of the Charted Local and the Chartered Local will be bound by any collective agreement which has been accepted by the New Brunswick Nurses Union; agreement which has been preliminarily accepted by the majority of the members in the province.

ARTICLE 6 – ELECTION OF OFFICERS

6.01 President – any member offering for the office of President must have served on the local executive. If no member meeting these criteria, offers for the office of President, then consideration will be given to a member in good standing, who has demonstrated an ongoing commitment to the Local.

6.02 Other officers of the Local Executive – Any member who offers for any other office of the Chartered Local must be a member in good standing and have demonstrated an ongoing commitment through regular attendance at the Local meetings.

6.03 Notification of the election of officers at the Local Annual Meeting must be posted no less than three (3) weeks prior to the Local Annual Meeting.

6.04 Nominations for officers must be submitted to a designated nominations committee up to seven (7) days prior to the Local Annual Meeting.

6.05 Election of members to the positions of President, Vice-President, Secretary and Treasurer shall be by majority vote, of those present at the meeting.

6.06 Voting shall be by secret ballot. Members have the right to cast their vote in private; the voting shall be done in a private area.

6.07 The number of names checked on the voters list shall match the number of ballots cast.

ARTICLE 7 – DUTIES OF OFFICERS

7.01 The President shall:

(a) Be a member of NBNU Executive Council and attend all NBNU meetings and shall communicate the information to the members.
(b) Call and preside all Local meetings and see that the policies of the Local are established and respected.
(c) Be the official spokesperson of the Local unless another member is designated.
(d) Act as a signatory on correspondence and co-signatory on minutes of the Local.
(e) Be responsible for preparation of the agenda for Local meetings.
(f) Encourage members' participation.
(g) Forward a report of the Local activities to their respective NBNU bargaining unit Vice-President before the NBNU AGM and Executive Council meeting.
(h) Shall be a voting delegate at NBNU Annual Meeting and all other NBNU meetings.
(i) Present members' concern to NBNU.
(j) Maintain communication between the Local Executive and Local members.
(k) Be involved in NBNU requests when possible so to participate in NBNU objectives.
(l) Act as a signatory on cheques.
(m) Be accountable to the local.

7.02 The Vice-President shall:

(a) Preside at all meetings where the President is absent.
(b) Act as interim President should the President resign, die or otherwise cease to act until such time as a new president can be elected.
(c) Handle grievances of individual members of the local in collaboration with the Labour Relations Officer and local President.
(d) Perform other duties as directed by the President and/or local executive.
(e) Be accountable to the Local through the local executive.

7.03 The Secretary-Treasurer shall:

a. Attend all meetings of the Local.
b. Be responsible for financial correspondence on behalf of the Local.
c. Be responsible for the Local's money and all financial transactions.
d. Present a report of the Local financial position at each local meeting and prepare financial reports at the request of NBNU.
(b) Be responsible to pay expenses approved by the Local members.
(c) Be involved in all financial matters of the local, including budgeting.
(d) Keep a record of all financial transactions including deposits.
(e) Act as a signatory on cheques.
(f) Recommend an annual budget for approval by the membership of the local.
(g) Submit to NBNU by February 28th of each year, the Local's balance sheet for the previous year.
(h) Be accountable to the Local through the local executive.

7.04 The Secretary shall:

(a) Be responsible for records and minutes of Local meetings.
(b) Identify the name of the mover, the seconder and the content of any motions.
(c) Be responsible for notification of meetings.
(d) Keep (in conjunction with the President and Treasurer) a count of the Local members.
(e) Perform other duties as directed by the President.
(f) Be accountable to the Local through the executive.

ARTICLE 8 – COMMITTEES [examples: Resolution Committee, Nomination Committee]

8.01 Standing Committees - The term of office for Standing Committee members shall be for two (2) years. A Committee member shall present a report of the activities of the Committee at each Local meeting.

8.02 Special or Ad Hoc Committees can be established by the Local at any time.

8.03 All local executive members are expected to attend and participate in the Professional Practice Committee as stated in Article XX of the Collective Agreement.

8.04 A representative of the local executive will participate in the Joint Health and Safety Committee at the workplace. All information will be reported back to the members at local meetings.

ARTICLE 9 – MEETINGS OF THE LOCAL

9.01 The Local Annual meeting shall be held within 120 days following the NBNU Provincial Annual Meeting. Election of members to Local committees and changes to the Constitution will take place at the Annual Meeting.

9.02 The Local shall meet at the call of the President. In any event, the Local shall meet at least four (4) times per year excluding the Local Annual Meeting.

9.03 Each member attending a local meeting shall be entitled to one (1) vote.

9.04 Voting shall be by a show of hands unless another manner of voting is requested by the members, except for elections.

9.05 Quorum shall be the majority of the members present at the meeting.

ARTICLE 10 – FINANCES

10.01 The monies of the Chartered Local shall be kept in a chartered bank or Credit Union.

10.02 The fiscal year for the local shall be January 1st to December 31.

10.03 Transactions shall be by cheque only.

10.04 The Treasurer and the President or one other executive committee member shall co-sign cheques.

ARTICLE 11 – TRUSTEESHIP

11.01 Whenever a Trustee for the Chartered Local has been appointed pursuant to Article 8.04 of the NBNU Constitution and By-Laws, such Trustee shall take over the complete direction, control and supervision of the Local. The Trustee's acts and decisions shall not be subject to review or reversal by the Local of the Nurses' Union. Such Trustee may, in the performance of the duties of the office, with sole discretion, replace or supplant the elected officers of the Local. The Trustees shall be solely capable of, and responsible to act for, and in the name of the Local.

ARTICLE 12 – GRIEVANCES

12.01 Any local grievance shall be handled by the Local President or designate. All individual member grievances shall be handled by the Local Vice President.

ARTICLE 13 – AMENDMENTS

13.01 This Constitution shall be adopted at an Annual Meeting of the Local and submitted to provincial office.

13.02 Amendments, as approved by the NBNU Board of Directors, shall be presented to the membership of the Local for a vote.

13.03 This Constitution amendments will be approved by a vote in favour which is not less than two-thirds (2/3) of the votes cast.

APPENDIX “C”

Part III Negotiating Committee Representation

Zone 1B

Beausejour Community Health
Dr. Georges L. Dumont Hospital
Shediac/Kent Extra Mural
Blanche Bourgeois Extra Mural
Stella-Maris-De-Kent Hospital

Zone 1SE

Air Ambulance
Albert Co. Community Health Centre
Driscoll Extra Mural
Sackville Memorial Hospital
South-East Community Health
The Moncton Hospital

Zone 2

Centracare
Charlotte Co. Hospital
Grand Manan Hospital
Saint John Extra Mural
Saint John Public/Community Mental Health
Saint John Regional Hospital
St. Joseph's Hospital, Saint John
Sussex Health Centre

Zone 3

Dr. Everett Chalmers Regional Hospital
Fredericton Extra Mural
Fredericton Public/Community Mental Health
Harvey Health Centre
Hotel-Dieu St-Joseph Hospital, Perth
McAdam Health Centre
Oromocto Extra Mural
Oromocto Public Hospital
Perth Extra Mural

Queens North Community Health Centre, Minto
Stan Cassidy Centre For Rehabilitation
Stanley/Boiestown/Doaktown Health Centres
Tobique Valley Community Health Centre
Upper River Valley Hospital
Upper River Valley Public/Community Mental Health

Zone 4

Edmundston Public/Community Mental Health
Edmundston/Grand Falls/Kedgwick Extra Mural
Edmundston Regional Hospital
Grand Falls General Hospital
Hotel-Dieu St-Joseph Hospital, St-Quentin

Zone 5

Campbellton Extra Mural
Campbellton Regional Hospital
Centre Espoir et Equilibre
Restigouche Community Health
Restigouche Hospital Centre
St. Joseph Community Health Centre, Dalhousie

Zone 6

Acadian Peninsula Extra Mural
Acadian Peninsula Public/Community Mental Health
Bathurst Extra Mural
Bathurst Public/Community Mental Health
Caraquet L'Enfant-Jesus Hospital
Chaleur Regional Hospital
Lamèque Hospital & Community Health Centre
Tracadie Hospital

Zone 7

Miramichi Extra Mural
Miramichi Public/Community Mental Health
Miramichi Regional Hospital

APPENDIX "D"

Nurse Managers and Nurse Supervisors Negotiating Committee Representation

Zone 1B
Dr. Georges L. Dumont Hospital Nurse Managers & Supervisors

Zone 1SE
Moncton Nurse Managers & Supervisors

Zone 2
Region 2 Nurse Managers & Supervisors

Zone 3
Fredericton Nurse Managers & Supervisors
Region 3 Nurse Managers & Supervisors
Upper River Valley Nurse Managers & Supervisors

Zone 4
Edmundston Nurse Managers & Supervisors
Hotel-Dieu St-Joseph Hospital, St-Quentin Nurse Managers & Supervisors

Zone 5
Campbellton Nurse Managers & Supervisors
Restigouche Hospital Centre Nurse Managers & Supervisors

Zone 6
Acadian Peninsula Nurse Managers & Supervisors
Bathurst Nurse Managers & Supervisors

Zone 7
Miramichi Nurse Managers and Supervisors

APPENDIX “E”

Nursing Home Negotiating Committee Representation

Zone 1B

Villa du Repos
Villa Maria
Maison Providence

Zone 1SE

Forest Dale Home
Jordan Lifecare Centre
Kenneth Spencer Memorial Home
Westford Nursing Home

Zone 2

Campobello Lodge
Church of St. John & St. Stephen Nursing Home
Fundy Nursing Home
Grand Manan Nursing Home
Kennebec Manor
Kings Way Care Centre
Kiwanis Nursing Home
Lincourt Manor
Loch Lomond Villa
Passamaquoddy Lodge
Rocmaura
V.A. Snow Centre

Zone 3

Central New Brunswick Nursing Home
Mill Cove Nursing Home
Nashwaak Villa
Pine Grove Nursing Home
Tobique Valley Manor
W. G. Bishop Nursing Home, Minto
Wauklehegan Manor, McAdam
White Rapids Manor, Fredericton Junction
York Manor Nursing Home

Zone 4

Foyer Notre-Dame de Saint-Leonard
Foyer Ste-Elizabeth
La Villa des Chutes
Les Residences Jodin

Zone 5

Campbellton Nursing Home
Dalhousie Nursing Home

Zone 6

Le Foyer Notre-Dame-de-Lourdes
Les Résidences Inkerman
Les Résidences Lucien Saindon
Les Résidences Mgr Chiasson
Villa Beauséjour
Villa Chaleur
Villa Sormany
Villa St-Isidore
Villa St-Joseph

Zone 7

Bridgeview Hall, Shannex Miramichi
Complexe Rendez-vous
Losier Hall, Shannex Miramichi
Tabusintac Nursing Home