

## Nova Scotia Council of Nursing Unions Constitution

### **Article 1 - Name and Composition**

- (a) The Council shall be known as the Nova Scotia Council of Nursing Unions (“the Council”).
- (b) The Council shall be composed of the Nova Scotia Nurses Union, the Nova Scotia Government and General Employees’ Union, the Canadian Union of Public Employees Local 8920 (“CUPE”), and Unifor Local 4600 (“Unifor”) (the “Constituent Unions”).

### **Article 2 - Purpose and Objects**

The purpose and objects of the Council shall be:

- (a) To have exclusive jurisdiction to bargain the collective agreements covering employees in the Nursing bargaining units of the Provincial Health Authority and the IWK Health Center on behalf the Constituent Unions.
- (b) To promote cooperation among the Constituent Unions in collective bargaining and to establish the best possible wages and working conditions for the members of the unions.
- (c) To promote cooperation among Constituent Unions in the administration of the collective agreements.
- (d) To adopt a voting system on decisions that reflects the relative size of the membership of the Constituent Unions within the Council.
- (e) To develop a system for the efficient and effective administration of the Collective Agreement between the Council, its Constituent Unions and the employers.

### **Article 3 – Jurisdiction**

The jurisdiction of the Council shall be limited and restricted to such areas as defined within the Constitution, the *Health Authorities Act* and the *Trade Union Act*.

### **Article 4 – Council Executive Committee**

- (a) The work of the Council and its Committees shall be supervised by a Council Executive Committee comprised of the President of the Nova Scotia Government and General Union, the Provincial President of the Nova Scotia Nurses’ Union, the President of CUPE Nova Scotia, the Atlantic Director for CUPE and the Atlantic Director for Unifor with the senior staff of those unions designated by the Presidents and the Atlantic Directors.

The Council Executive Committee shall develop strategy and coordinate the work of the Council and its Committees with the work of the other Councils of Unions bargaining with the Provincial Health Authority and the IWK Health Centre to advance the common good of the members of the Unions and to ensure constructive labour relations with the employers.

#### **Article 5 - Operation of the Council**

- (a) The affairs of the Council shall be conducted by the Council Negotiating Committee, the Council Essential Services Committee and the Council Administration of the Collective Agreement Committee.
- (b) Each Committee shall consist of voting members selected by each Constituent Union as follows:
  - NSNU-11
  - NSGEU-7
  - CUPE-1
  - Unifor-1
- (c) A designated Committee Member for a Constituent Union may cast votes on behalf of its members on a Committee.
- (d) Constituent Unions may provide the assistance of other union representatives and resources with the agreement of the Committee.
- (e) The composition of Committees will be reviewed annually, when seniority lists are finalized, to ensure that they continue to reflect the relative membership size of the Constituent Unions' memberships in the two bargaining units represented by the Council.
- (f) If there is any disagreement on the application of Clause (e) that disagreement shall be referred to the independent umpire for final and binding resolution.
- (g) Council Committees shall make decisions by consensus if possible but, failing consensus, decisions will be made by majority vote.
- (h) Members of Council Committees will be bound to support decisions of the Committee and not to undermine decisions made by the Committee.
- (i) A quorum of a Committee shall consist of at least two of the Constituent Unions which have a majority of members on the Committee. Notice shall be given to all Committee Members of the dates, times and places of meetings and where the Committee is dealing with an issue specific to a Constituent Union that union must be advised and given an opportunity to have its representatives present.

## **Article 6 - Finances**

- (a) The Constituent Unions shall pay for the time and expenses of their members, which are not paid by the employers, for attendance at meetings of Council committees and for administration of the Council's collective agreements on issues involving only their members.
- (b) The Constituent Unions will share the joint costs of the Council in proportion to the relative membership size of the Constituent Union's memberships in the two bargaining units represented by the Council.

## **Article 7 - The Nova Scotia Council of Nursing Unions Negotiating Committee ("the Council Negotiating Committee")**

- (a) Each Council shall have a Lead Union for the purposes of collective bargaining and in external communication with respect to collective bargaining. The Lead Union for the Council Negotiating Committee for collective bargaining on behalf of the Constituent Unions representing employees in the Nursing bargaining units is NSNU.
- (b) The Lead Union shall appoint a member of its staff as Chief Negotiator. NSGEU will appoint a member of its staff as Deputy Chief Negotiator to assist the Chief Negotiator as required.
- (c) The Lead Union will also appoint one of the members of the Council Negotiating Committee as Chair of the Committee. The Constituent Union, apart from the Lead Union, with the largest union membership in the bargaining units of the provincial health authority and the IWK Health Centre combined shall appoint a member of the Committee as Co-Chair.
- (d) In the rounds of bargaining that take place after the conclusion of the first collective agreement, the Council Negotiating Committee shall meet at least four months before the expiry date of the collective agreement. At this meeting, the Council Negotiating Committee will call for bargaining proposals and address other relevant issues.
- (e) The Lead Union will give the notice required by Bill 37 and the appropriate notice to bargain to initiate collective bargaining.
- (f) Bargaining demands for the Council Negotiating Committee will be generated within each Constituent Union using its normal preferred process and the Council Negotiating Committee will determine from the demands provided by the Constituent Unions what contract proposals will be made in collective bargaining.
- (g) Before collective bargaining begins, the Council Negotiating Committee shall forward to the Provincial Health Authority and the IWK Health Centre the names of:

- i. The members of the Council Negotiating Committee; and
  - ii. The Chief Negotiator, Deputy Chief Negotiator and the Lead Communications staff person.
- (h) Decisions of the Council Negotiating Committee including contract proposals, positions taken in bargaining and recommendations for tentative agreements or final positions from the employers will be made by consensus if possible, but failing consensus, decisions will be made by majority of Committee members.
- (i) The Negotiating Committee will determine a communications plan or strategy for each round of bargaining and the Constituent Unions will be governed by the agreed plan in public communications:
1. The Lead Union will appoint a lead communications staff person for each set of negotiations.
  2. The staff person will work with communication staff from each of the Unions to develop a formal communications plan including messaging and strategy. This plan must be approved by the Negotiation Committee.
  3. Each Constituent Union will appoint a spokesperson who will work within the messages and the strategy in the communications plan.
  4. Each spokesperson will advise their own communication staff of any media requests and details of any interviews.
  5. Communications staff from each Constituent Union must keep the lead communication staff person for the bargaining committee informed of the interviews.
  6. All Constituent Union spokespersons must respect a media blackout when one is agreed to by the Negotiating Committee.

#### **Article 8 – Ratification and Strikes**

- (a) The Council Negotiating Committee shall recommend that the members either ratify or reject a proposed collective agreement when it determines or is required to do so.
- (b) In each round of bargaining, the Lead Union, in consultation with the Constituent Unions, shall determine the method of conducting membership votes which will be applicable to all members of the Constituent Unions and the wording of the ballots to be cast by members of the Constituent Unions. However, in every case, the votes of the members of the Constituent Unions shall be counted as a single vote and not counted separately for each Constituent Union.

- (c) Tentative agreements will require approval by a majority of voting members of the Constituent Unions in the bargaining units.
- (d) Authority to conduct a strike in support of bargaining demands will require the support of a majority of employees in the bargaining units.
- (e) For the sake of clarity, it is understood that voting for ratification or for authority to conduct a strike will be a vote of the provincial health authority and IWK Health Centre bargaining units combined.
- (f) All members of the Council Negotiating Committee will be bound to support decisions of the Committee and not to undermine decisions made in the course of bargaining.

#### **Article 9 - The Council Essential Services Committee**

- (a) The negotiation of an essential service agreement shall occur as required by legislation before or in parallel with collective bargaining.
- (b) Essential service agreements for each bargaining unit will be subject to approval by the Council Essential Services Committee which shall be comprised of members or staff of the Constituent Unions

#### **Article 10 – Execution of the Collective Agreement**

The Council Negotiating Committee shall have exclusive authority, subject to the provision of this constitution, to negotiate, reach and conclude a collective agreement on behalf of the Council. The collective agreement reached and executed by the Council Negotiating Committee on behalf of the Council shall bind the Council, all Constituent Unions in the Council and the employees in the bargaining units for which the Council is responsible.

#### **Article 11 - Administration of the Collective Agreements**

- (a) Each Constituent Union will be responsible for the administration and enforcement of the collective agreement with respect to its own members.
- (b) The Council Administration of the Collective Agreement Committee shall be comprised of staff of the Constituent Unions in the proportion required by Article 4(b).
- (c) The Council Administration of the Collective Agreement Committee shall be responsible to make the determinations required by Clauses (d) and (e) and any expanded role that is agreed to in collective bargaining with the employers.

- (d) Before a Constituent Union schedules a grievance which has been referred to arbitration for hearing, or enters into a “with prejudice” settlement of a grievance concerning the interpretation of the collective agreement which has been scheduled for hearing, the Constituent Union must obtain the approval of the Council Administration of the Collective Agreement Committee.
- (e) Notwithstanding Clause (d), grievances or settlements concerning discipline or grievances which do not involve the interpretation of the collective agreement do not require approval of the Council Administration of the Collective Agreement Committee.
- (f) Each Constituent Union will bear the cost of the arbitration of a grievance referred to arbitration unless other Constituent Unions wish to share the cost because the grievance affects more than one union.
- (g) Constituent Unions shall not be entitled to intervene in arbitration cases involving their bargaining units, if the case is being advanced by another Constituent Union.

#### **Article 12 – Union Membership and Mobility**

- (a) The Constituent Unions will continue to represent their own members except where a member is transferred to a position in a location or program for which another Constituent Union has jurisdiction.
- (b) Where a member voluntarily transfers, either permanently or temporarily, to a position in a location or program for which another Constituent Union has jurisdiction, that person will become a member of the Constituent Union representing employees in that position.
- (c) If the Provincial Health Authority re-organizes its operations or relocates positions so that members now work in positions and a location for which another Constituent Union has jurisdiction, the employee will become a member of the Constituent Union representing employees in that position or location.
- (d) If the Provincial Health Authority creates new positions or new classifications, the employee appointed to the position shall become a member of the Constituent Union which has jurisdiction.
- (e) For the purposes of determining the jurisdiction of each union, each union will retain the jurisdiction defined by the bargaining units as of March 31, 2015 for which the Constituent Unions were certified or recognized with respect to the District Health Authorities and the IWK Health Centre.
- (f) The Nova Scotia Government and General Employees Union has jurisdiction with respect to employees engaged in Public Health, Drug Dependency and Continuing Care programs

except for the Addiction Services of the former South Shore District Health Authority who are represented by CUPE.

- (g) The jurisdiction of the Nova Scotia Government and General Employees Union and the Nova Scotia Nurses Union in the former Capital District will continue to be based on the location or program in which Registered Nurses or Licensed Practical Nurses (“nurses”) work:
  - i. If work is transferred from one location where a union represents nurses to another location where nurses are represented by the other union, the employees will become members of the union in their new work location.
  - ii. Where work is transferred to an entirely new location, the nurses in that location will continue to be members of the union from their original location from which the work was transferred.
  - iii. Where nurses are assigned to work part of the time in a location where one of the unions represents nurses and part of the time in a location where the nurses are represented by the other union, the nurses shall become or remain members of the Constituent Union in which they spend the majority of their work time.
- (h) Employees transferring from membership in one Union to another shall continue under the provincial agreement for their bargaining unit without any adverse affect due to Union membership.
- (i) Where a difference arises with respect to which of the Constituent Unions has jurisdiction that difference shall be referred to the independent umpire who shall make a final and binding decision based on the principles in this Constitution:
  - i. The umpire shall determine the procedure for resolving this difference but in every case shall render a decision within two weeks of the referral.
  - ii. The decision of the umpire shall be final and binding on the Council and all of its Constituent Unions.

### **Article 13 - Relations between Constituent Unions**

- (a) No Constituent Union will try to organize or represent employees who are members of another Constituent Union or otherwise seek to disrupt the relationship between another Constituent Union and its members.
- (b) No Constituent Union will circulate information designed to publicly discredit another Constituent Union or any information that results in such discredit.

#### **Article 14 - Duty of Fair Representation**

- (a) If a Constituent Union believes that it, one of its members or a group of its members have been treated in a manner that is arbitrary, discriminatory or in bad faith by the Council, the Constituent Union shall apply to the Council Executive Committee to reconsider the Council's action and the Council Executive Committee shall issue its decision within two weeks of the application.
- (b) The Constituent Union may appeal the Council Executive Committee's action within seven days of the Committee's decision to the independent umpire and the umpire's decision shall be final and binding on the Council and the Constituent Unions.

#### **Article 15 - Amendment**

- (a) This constitution shall be amended only with the agreement of two of the Constituent Unions representing 75% of the total membership represented by the Council and with the approval of the Labour Board.
- (b) The Labour Board shall be guided by the requirements in the *Health Authorities Act* for approval of a Council Constitution and by the fundamental principles upon which the Council of Unions' method of bargaining are founded:
  - i. Each Council of Unions will have a lead negotiator chosen by the Lead Union; namely, NSNU for Nurses, NSGEU for Health Care, CUPE for Administrative Professional and Unifor for Support;
  - ii. The make-up of Council Negotiating Committees is determined by the Council.
  - iii. All collective agreements are subject to a common ratification process by all employees in the provincial health authority and IWK bargaining units combined.
  - iv. Strike votes will require the support of a majority of employees in the provincial health authority and IWK Health Centre bargaining units combined.
  - v. The Unions certified or recognized as bargaining agents under the former district health authorities and the IWK Health Centre shall continue to be recognized to represent their members.
  - vi. There shall be no raids by a Constituent Union with respect to the bargaining units represented by the Council.

## **Article 16 – Interpretation**

Any dispute between or among Constituent Unions regarding the interpretation, application or administration of this Constitution shall be referred to the independent umpire who shall make a final and binding decision on the dispute.

## **Article 17 – Independent Umpire**

- (a) The unanimous agreement of all Constituent Unions is required to appoint or remove an umpire under the Constitution.
- (b) No later than April 1, 2015, the Constituent Unions shall meet and agree on a panel of three umpires, who shall be appointed on a rotating basis provided that the umpire is available to hear and determine an issue of union membership within two weeks of the appointment.
- (c) If an appointed umpire is unable to act, the umpire shall be removed from the panel and the Constituent Unions shall meet and agree on a replacement umpire.
- (d) If the Constituent Unions are unable to agree on the appointment of umpires, the Council will request the Chair of the Labour Board to make the necessary appointments.
- (e) The decision of an umpire is binding on the Council and on the Constituent Unions.
- (f) The fees and expenses of the umpire shall be the responsibility of the Council but the umpire shall have discretion to impose these costs on a Constituent Union to the extent that the umpire determines that it is reasonable.