



**NEW BRUNSWICK UNION
OF PUBLIC AND PRIVATE EMPLOYEES**

POLICY MANUAL

April 2022

INTRODUCTION

The New Brunswick Union of Public and Private Employees (NBUPPE) is governed by its Constitution and By-laws, which are subject to review by the voting delegates at a Biennial Convention of the Union. Robert's Rules of Order provides the decorum and procedures for the conducting of Union meetings.

This document presents policies developed by the Board of Directors and the Biennial Convention to establish direction on frequently occurring activities. The policies serve to ensure consistent implementation on matters that frequently or regularly require addressing.

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I. UNION OPERATION POLICIES

1. a) **Travel:** Accommodations will be provided for members on authorized Union business but will not be provided to members who live within 45 km of the place of meeting except in cases of bad weather conditions or late negotiations.
- b) Union members are expected to travel the morning of the meeting if the meeting is scheduled to start at 10:00 a.m. or later. Those who are required to travel more than 250 kilometers from their residence to attend the meeting will be entitled to hotel accommodations the night before the meeting.

2. Meetings:

(a) The starting time of Union meetings:

- (i) Board of Directors meetings will begin at 9:00 a.m.;
- (ii) Start time of Component Annual Meetings will be determined by that Component's President/Director;
- (iii) Start times for Component Annual meetings held in person shall be 10am unless an alternative time is approved by the NBU Executive. Start times of Component Annual meetings held by Telephone Town Hall shall be scheduled by the NBU Executive in consultation with the Component Executive.
- (iv) All other Union meetings' start time will be determined by the Board of Directors.

(b) Component Special Meetings:

A Component of the Union may request the Board of Directors to authorize a Special Meeting of the Component.

The Board of Directors shall grant a Special Meeting and provide Union funding for such if the following three criteria are met with the satisfaction of the majority members of the Board of Directors.

- (i) The request is supported, in writing, by at least 10 percent of the Component's membership.
- (ii) That the purpose of the Special Meeting is for a particular "special circumstance" agenda item; Special Meetings will not be authorized to

consider amendments to the Component By-Laws, decertification from the Union, or the removal of Component officers.

- (iii) That the members in the Component receive notice and agenda for the Special Meeting at least 21 days in advance of the meeting.

Once the Special Meeting is authorized by the Board of Directors, the meeting shall be scheduled at a location established by the Board of Directors. A Board of Directors' commissioned Parliamentarian shall be at the meeting at the discretion of the Board of Directors.

3. **Biennial Convention:** The Biennial Convention and Component Annual Meetings will be held in the fall months (September-October).

(a) **Invited Guests:**

(i) Invited guests to the Biennial Convention will be provided with a banquet ticket. The NBUPPE will assume no other costs associated with the invited guests' attendance.

(ii) The Union will provide gifts for all invited guests and presenters to the Biennial Convention.

- (b) **Materials:** All materials provided at the Biennial Convention and Component Annual Meetings of the Union shall be available in both official languages.

- (c) **Delegate Kits:** Biennial Convention materials will be made available to the delegates no less than one month prior to the Union's Convention.

- (d) **The Parliamentarian:** The NBUPPE will employ a parliamentarian for the Biennial Convention and/or special meeting of the Union.

(e) **Election of President, 1st Vice President and 2nd Vice President**

- Members conducting the vote shall not wear any promotional material for any candidate.
- **If the vote is not being conducted electronically,** voters must place their ballot directly into the ballot box.
- The selection of members to work on the election shall be made from a variety of components/bargaining units.

- The vote count of each election shall be announced at the conclusion of the vote to the Biennial Convention.
- 4. **Union Education/ Training:** An accreditation system of union-oriented education is available to Union Activists. Activist training will be made available to activists, component executive members, and local committee members.
- 5. **Oath of Office:**
The elected officers shall take office immediately after being elected and sworn or affirmed into office with the Union's Oath of Office. The Oath of Office ceremony at the Biennial Convention shall be conducted by the Union President and shall be on the Agenda of the Convention.
- 6. **Meetings with Counterpart Unions:** NBUPPE will endeavor to have regular representation from the Board of Directors (2 maximum including the President) to the annual meetings of NUPGE Components of the Atlantic Provinces.
- 7. **Financial Administration:** The NBUPPE will have its operating account held at a financial institution that has a philosophical match with the NBUPPE.
- 8. **Board of Directors**
 - a) **Electronic Voting:** When a quorum cannot be established for a telephone conference call and a time sensitive decision of the board is required a vote may be conducted by either email or SMS text messaging under the following conditions:
 - i. The decision to submit a motion for an electronic vote shall be the decision of the president.
 - ii. The motion shall be distributed to the email addresses of board members on file with the Union Executive Secretary. This distribution may include a phone number to receive SMS text message votes.
 - iii. Board Members will have 24 hours to respond to the vote by either email or SMS text message to the Executive Secretary (or person designated by the President).
 - iv. Votes shall be cast as one of the following:
 - 1. In Favor
 - 2. Opposed
 - 3. Abstain
 - v. Members shall abstain if they feel they don't have enough information to make an informed decision.

- vi. After the 24 hour voting period, board members will be advised via email of the results and vote count.
 - vii. Details of an electronic vote shall be recorded as meeting of the board and as such minutes outlining the timelines and details will be generated for union records.
- b) **Retiring Members:** As an expression of the Union's appreciation, former Board members who have served at least two terms will be presented with either a watch or a ring. Should a Director be returned to the Board of Directors, upon the completion of that term, the individual shall receive a small token of appreciation, such as a plaque.
- c) **Minutes:**
Approved Minutes of all meetings of the Union are available to members.
- d) **Communication:** NBUPPE will endeavor to inform members of Union activities through available communication sources in both official languages.
- e) **Materials:** The Component Presidents shall receive an electronic copy of the upcoming Board meeting agenda.
9. **Training - Class Workshops:** The Union shall reimburse the Employer for wages and benefits for participants who are scheduled to work on any day the Union is providing training.
10. **Cheque Signing Authority:** Any two of Director of Finance and Human Resources, the Chairperson of the Finance Committee and/or the President shall be the two signatories for cheques signed by the Union in amounts of less than \$5,000. For cheques greater than \$5,000, the Director of Finance and Human Resources and the Union President shall be the signatories.
11. **Scholarships:** The NBUPPE will provide eight \$500 scholarships each year. The process of selecting the successful candidates will be completed by the Scholarship/Bursary Committee. In addition, two bursaries will be given to NBUPPE members in good standing for at least two years prior to application.
12. **Confidential Information:** NBUPPE will not release any information that could adversely affect the Union membership. Our members entrust NBUPPE with important information relating to them. The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received,

NBUPPE earns the respect and further trust of our members. No one is permitted to remove or make copies of any NBUPPE records, reports or documents without prior approval of the Board. All NBUPPE business must be kept strictly confidential.

13. **Grievances and Adjudications:**

- (i) Should a member disagree with a Labour Relations Officer (LRO)'s decision as to whether or not to file a grievance, withdraw a grievance, advance a filed grievance to any level or step in the grievance procedure, or should a member disagree with a LRO's decision as to whether or not to refer a grievance to arbitration or adjudication, or whether or not to withdraw a grievance from arbitration or adjudication once referred, the following procedure shall apply;
 - a. The LRO will notify the member of her or his right to refer the matter, within ten (10) working days, to the Coordinating Labour Relations Officer (CLRO) for further consideration.
 - b. If the matter is referred to the CLRO , they will seek input from the member and the LRO, following which they will notify the member of their determination.

- (ii) Should a member disagree with the decision of the CLRO above, they may Appeal the decision to a panel of Board Directors designated by the Board of Directors. Typically consisting of the NBU Executive, the Executive Director and the Component Board member. The following procedure shall apply to such an Appeal under this section:
 - a. The panel shall hear and consider such evidence as it sees fit, whether or not such evidence will be admissible in a court of law.
 - b. The member may call witnesses and be represented by counsel at her or his own expense. The Board of Directors may, at its sole discretion, decide to reimburse a portion of such expense(s).
 - c. A recommendation shall be made to the Board of Directors by the Panel and a decision shall be made by the Board of Directors on whether to uphold the decision of the CLRO. Such decision by the Board shall be final and binding on the parties and shall be communicated to the respective participants in the hearing by registered mail.
 - d. The final and binding nature of the Board of Directors' decision is subject to the right of the member to file a complaint to the Labour and Employment Board, to the extent that such right exists.

- e. Pursuant to section 92(5) of the *Public Service Labour Relations Act*, a Public Sector member may pursue a grievance involving discharge, suspension or financial penalty at her or his own expense, notwithstanding a decision from the Board of Directors that the Union will not approve of the grievance and/or represent the member.
 - f. Pursuant to section 5 of the *Industrial Relations Act*, a Private Sector member may present a grievance to the employer at any time. The Union will not provide representation or cover any associated expenses, however, if the Board of Directors determines not to approve of the grievance and/or represent the member.
- (iii) Throughout the processes referred to in (i) and (ii) above, the Labour Relations Officer shall take the necessary steps to ensure that applicable grievance timelines are preserved and do not lapse.
14. **Individual Member Expenditures:** No individual member shall consult with a lawyer for legal services or any other professional consultant with the expectation that the Union will cover the cost unless authorized by the Legal Expense Assistance Plan.
15. **Official Languages:** The provision of bilingual services is a priority of the New Brunswick Union of Public and Private Employees. We strive to offer services in both official languages at all levels of the organization.
16. **Information Received From the Membership:** Matters of complaint, criticism, inquiry and all pertinent information received by a staff member relating to the operation of the Union and/or decisions taken by the Union will be forwarded to the President without delay.
It is imperative that such matters be addressed as soon as possible in order to allow the Union to achieve its fundamental principles and objectives.
17. **Office Policy Manual:** The NBUPPE office shall have an office policy manual which will be under the administration of the Executive Director and approved by the Board of Directors.
18. **Bonding Policy:** The following NBUPPE members and staff are to be officially bonded: President, Director of Finance & Human Resources, Chair of Finance Committee. (cheque signing)

19. **Security Check Policy:** All staff members shall be subject to security check upon hiring.
20. **Scent Free Policy:** NBUPPE has a “scent-free” policy for all Union functions in consideration for members and activists who may have sensitivities and/or allergies to perfumes, colognes and other such products.
21. **Financial Contribution:** NBUPPE as a Trade Union will consider making financial contributions to other union organizations only in situations of extreme hardship such as a strike of significant length. The NBUPPE Executive Committee is to manage the \$2,500 annual budget established for this purpose.
22. **Education:** An annual budget shall be established for staff education purposes. Such budget shall be disbursed under the direction of the Executive Director.
23. **President:** The President within the respective terms and conditions of the position and the job description is responsible for the overall management and direction of the Union.

All documents that bear the President's signature shall be reviewed by the President prior to delivery.

24. **Coordinated Bargaining:**
 1. In a bargaining cycle, the Board of Directors may designate a bargaining component as a lead table for monetary issues upon recommendation of the Executive Director.
 2. No wage proposal shall be presented on behalf of a bargaining component/unit without the approval of the President.
 3. No wage settlement shall be concluded on behalf of a bargaining component/unit without the approval of the President.
25. **Use of NB Union Property:** All use of the New Brunswick Union property such as logo, letterhead, website, equipment, products, membership information, premises, must be for purposes that benefit the goals and objectives of the organization.

Permission for the utilization of the assets of the organization must be approved by the Executive Committee. The request for utilization must be in writing,

stating the purpose, scope and timing of the usage while identifying the benefit(s) to the organization. The Executive Committee shall respond to such requests in writing.

II. TENDERING POLICY

1. The NBUPPE applies a written tender system for the purchase of goods and services in excess of \$5,000 but less than \$10,000 with the attempt to secure a minimum of three written estimates.
2. The NBUPPE applies a public tender system for the purchase of goods and services in excess of \$10,000 using a public advertisement.
3. Hotel of Choice: The NBUPPE office will canvas hotels and request proposals to determine the best value for the booking of guest rooms and meeting rooms.
4. Conflict of Interest: No contract for supplies or services will be given to a relative or friend of NBUPPE board members, presidents or staff without prior approval of the Board.

III. UNION OFFICE POLICIES

1. Business Hours: Official operating hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday.
2. Staff Overtime: In accordance with Article 19 of the Collective Agreement between the NBUPPE and the NBUPPE Staff Union, all staff overtime is to be authorized in advance when feasible, by the appropriate manager in the following fashion:
 - (i) the requirement for overtime known or anticipated for any given week shall be identified and considered at the weekly staff meetings;
 - (ii) the requirement for overtime not known or anticipated at the time of the weekly staff meeting, shall be reported to the appropriate supervisor as soon as possible;
 - (iii) time management initiatives must be considered in the scheduling of meetings and travel beyond normal work hours;
 - (iv) overtime reports must be completed and presented to the appropriate supervisor authorizing the overtime for each overtime hour;

- (v) the maximum number of hours available for banking as time off in lieu is as per the Collective Agreement.
3. Office Security:
- i. It is the responsibility of each employee leaving the office to ensure that:
 - All electrical appliances are turned off or unplugged.
 - All windows are securely locked.
 - ii. It is the responsibility of the last person leaving the office to ensure that the security system is on.

Should a staff member trigger the alarm system, the individual is responsible to telephone the current security provider. The protocol should be explained to all staff on a yearly basis.

4. Calendar Events: It is the responsibility of each employee to identify his/her weekly schedule at the staff meetings. In the event that the staff meeting is postponed, cancelled or a staff member is unable to attend the staff meeting, it is the responsibility of that staff member to inform their manager of their weekly schedule.
5. Labour Relations Officers: There shall be at least one LRO in attendance in the office during regular business hours.
6. Sick Leave: Staff members who are to be absent from work due to illness are expected to contact the office and leave a message at reception as early as possible on the day of the absence. The respective manager will be advised as soon as possible. Absences that are known to exceed one day must be conveyed as soon as possible to the respective manager to allow for replacement services, if necessary.
7. Christmas/New Year's Week: Pursuant to the Collective Agreement between NBUPPE and the NBUPPE Staff Union, the Provincial office will operate with a skeleton staff between Christmas and New Year's. Staff members not working may use vacation time or accumulated overtime to replace the days between the Christmas and New Year holidays.
8. NBUPPE Internal Operations: The roles of the staff members are defined in the job description of each position. It is to be recognized that the staff members do not have a role in the development of policy or the politics of the Union unless requested by the President. Any information received or questions posed to a staff member relating to either policy development or politics within the Union

should be forwarded directly to the President and the Executive Director to ensure that the appropriate action and/or response is provided.

9. **Accountability:** The reporting mechanisms required within the office shall be those determined by the job descriptions established for staff positions.
10. **Union Budget:** The staff will be asked to submit to their respective manager in late spring, expenditure projections for the next Union budget period. This projection may include future educational requirements, purchase of required equipment and furniture, etc. These matters will be referred to the Finance Committee.
11. **Staff Use of Union Property:** Use of internet, NBUPPE facilities, equipment, office supplies on work time must be for NBUPPE business purposes only.
12. **Vacant Positions:** Vacant positions will be advertised at the discretion of the Staff Relations Committee as necessary.
13. **Storm Leave:** Any employee, who, having made every reasonable effort to report for duty during the course of a storm, has been prevented from doing so because of the condition of public streets or highways, shall be given the opportunity to replace such day:
 - (a) by use of accumulated overtime, or
 - (b) by use of accumulated vacation, or
 - (c) by use of a float day

14. **Confidentiality Agreement**

* Volunteer members shall include all members of the New Brunswick Union who are elected or appointed to any position within the New Brunswick Union. Members acting in a temporary capacity on Union Leave for special projects and/or assistance to supplementing servicing during times of excess workload or emergencies.

Purpose

NB Union is an organization which handles sensitive member information on a regular basis. In accordance with the Privacy Act and PIPEDA, NB Union requires all volunteer members and employees to handle sensitive information in a confidential and appropriate manner. It is understood that volunteer members and employees of NB Union will become aware of confidential information regarding our organization, staff and members through the course of their service or employment. If confidential

information is not effectively protected, the operations of NB Union may be threatened, and the well-being and privacy of our staff and members may suffer irreparably.

*Volunteer members and staff of NB Union are required to keep all confidential information and relevant knowledge regarding the facility, our staff and our members confidential both during and after their term or employment. These practices have been adopted as they have been deemed essential to the protection of NB Union, and the well-being and privacy of our organization, staff and members.

Confidentiality Agreement

The following is classed as confidential information.

Confidential Information:

- Member lists;
- Staff lists;
- Staff personal information;
- Member personal information;
- Information gathered during meetings with members ;
- Human resource planning, policies or procedures;
- Facility financial information, status and statements;
- Any information, or documentation labeled or classified as “Confidential” by the organization, or listed as such by separate memorandum, or e-mail that informs of confidential status;
- In camera discussions
- Bargaining materials other than the final package for voting.

Any information relating to the NB Union that is freely in the public domain may not be considered “Confidential”. In the event that a volunteer member or employee can prove that information was acquired before it was received from NB Union, or that information was gained from an unrelated third party, said information will not be classified as “Confidential”.

Nondisclosure:

Volunteer members and NB Union employees shall not divulge, disclose, provide or disseminate Confidential Information to any third party, including family members, not employed by NB Union at any time, unless NB Union gives written authorization. Furthermore, Confidential Information shall not be used for any purpose other than its reasonable use in the normal performance of duties for NB Union.

Union Property:

Upon the end of a volunteer members term of service or upon termination of employment of employees, volunteer members or employees shall promptly return (without duplicating or summarizing), any and all material pertaining to NB Union business or members, in their possession including, but not limited to: all member information, physical property, documents, keys, electronic information storage media, manuals, letters, notes and reports.

Legal:

This agreement will not supersede any legal obligation to disseminate information when required to do so in a court of law.

Acknowledgment / Statement of Confidentiality

I, _____(Volunteer or employee Name), acknowledge that I have read and understand the Confidentiality Agreement of NB Union. I understand that if I violate the rules set forth in the Agreement, I may face legal, punitive, or corrective action.

Name: _____

Signature: _____

Date: _____

Witness: _____

15. **Company Issued Electronic Devices Policy:** This policy is intended to layout the acceptable usage of company issued electronic devices.

Any union issued electronic device(s) which are used to conduct NB Union business are to be used responsibly, ethically, efficiently and as intended.

The following terms and conditions must be adhered to by NB Union employees at all times when using company issued electronic devices:

1. Company issued devices remain the property of NB Union at all times.
2. Electronic Devices may include but not be limited to phones, tablets, laptops, desktop computers.
3. Company issued electronic devices, equipment and related accessories, including air time and data, are to be used for business purposes only. Personal use creating charges beyond the standard monthly charges will be deducted from the employee's earnings.
Exceptions to this condition include emergency situations, unforeseen work schedule changes or when it is impossible or unreasonable to use a landline telephone or public pay phone.
4. Electronic devices are strictly prohibited from being used to conduct illegal transactions, harassment, violence or any other unacceptable behaviour or act.
5. Employees are strictly forbidden to make or receive calls, send emails or operate any hand-held device while operating a motor vehicle in accordance with legislation.
6. Drivers are advised to safely pull over and place the vehicle in park before operating or using any device.

Prior to termination of employment the employee must surrender any union issued property, including electronic devices and accessories to NB Union.

Lost, Damages, Stolen and Other Incidents

If an electronic device or its accessories is damaged, lost, or stolen, such incidents must be immediately reported to a supervisor.

Where it is determined that a device is lost, the replacement cost may be deducted from the responsible employee's pay.

Acknowledgment

I, _____(Employee Name), acknowledge that I have read and understand the Company Issued Electronic Devices Policy of NB Union. I understand that if I violate the rules set forth in the Agreement, I may face legal, punitive, or corrective action.

Name: _____

Signature: _____

Date: _____

Witness: _____

16. **Social Media Policy**

Intent

NB Union strives to maintain a positive image in the community, and has adopted this policy to ensure that our staff members are aware of their responsibility to maintain a positive image as an employee who represents our organization. NB Union employees who maintain personal social media pages (e.g. Facebook, LinkedIn, Blogs, Twitter, Myspace, etc.) are expected to comply with the guidelines set out within this policy. We would like to take this time to remind our staff that they continue to act as representatives of this organization outside of regular business hours, and should conduct themselves in a manner that is appropriate.

Definition

Social Media: forms of electronic communication through which users create online communities and pages to share information, ideas, personal messages and other content. These include but are not limited to: Facebook, Twitter, LinkedIn, and Myspace.

General Guidelines

Social Media

NB Union staff members who maintain personal social media pages or accounts are required to comply with the following guidelines as they relate to their association with NB Union. Employees will be held accountable for what they write or post on social media or internet pages. Inflammatory comments, unprofessional remarks or disparaging remarks made about the organization, its employees, members or others may result in disciplinary action, up to and including termination.

Employees should follow the guidelines below when making posts or comments on any social media site whether it is public or private.

1. Employees are expected to conduct themselves professionally both on and off the job. Where a staff member publicly associates with the union, all materials associated with their page may reflect on the union. Inappropriate comments, photographs, and links must be avoided.
2. Posts involving the following will not be tolerated and will subject the individual to discipline:
 - Proprietary and confidential union information;

- Discriminatory statements
 - Defamatory statements regarding the union, its employees, and members
3. Employees will not mention the union, unless they have obtained written consent to do so by NB Union.
 4. Employees who use these sites are prohibited from disseminating any private organizational information therein, or any negative comments regarding the organization.
 5. NB Union staff are prohibited from speaking on behalf of the organization, releasing confidential information, releasing news, or communicating as a representative of the organization without prior authorization to act as a designated NB Union representative.
 6. Use of personal social media may not conflict with any of NB Union's existing policies whatsoever. This includes (but is not limited to) the Code of Conduct Policy, the Union Representation Policy and Confidentiality Policy.
 7. Employees are prohibited from using social media during regular working hours; employees should limit its use to official breaks, (i.e. meal breaks). The use of social media should not have a negative impact on user productivity or efficiency. As internet access at NB Union may be monitored, please be advised that excessive use of social media for personal reasons is a misappropriation of company time and resources, and may be subject to disciplinary action.
 8. Company policies governing the use of copyright materials, logos and other forms of branding and identity apply to electronic communications. Employees are prohibited from using NB Union protected materials without prior express written permission.
 9. NB Union strictly prohibits the use of company owned computer resources for use in the illegal download or upload of copyright materials without express written permission, and authorization from the copyright holder.
 10. NB Union wants to ensure employees understand that the internet is permanent and not anonymous. Everything written on the web can be traced back to the person who wrote it. Thus, NB Union strictly prohibits employees to post or link to any materials that are defamatory, harassing or indecent.

11. NB Union's communications staff are responsible for engaging members on social media pages. Unless it is a part of their job duties with NB Union, employees are not to respond to inquiries made through social media.

This policy is not intended to interfere with the private lives of our staff members, or impinge their right to freedom of speech. This policy is designed to ensure that NB Union's image and branding are maintained, and remain upheld.

Employees should abide by these guidelines whether they mention the union by name or not. Even if the name is not mentioned in a post, it is possible a link can be made back to the union, which can negatively affect its reputation. Where a link can be made between a negative or inflammatory post and the union, even if not named directly, the employee may be subject to disciplinary action.

Any employee who fails to follow the guidelines set out in this policy may be subject to disciplinary action up to and including termination of employment.

Acknowledgment

I, _____(Employee Name), acknowledge that I have read and understand the Social Media Policy of NB Union. I understand that if I violate the rules set forth in the Agreement, I may face legal, punitive, or corrective action.

Name: _____

Signature: _____

Date: _____

Witness: _____

17. Union Representation Policy

Intent

The New Brunswick Union of Public and Private Employees (herein after referred to as NB Union) has instituted this policy as a way to prevent the spread of comments or opinions which do not reflect those of our organization. When attending events related to the work performed at NB Union, your actions or comments may directly reflect on NB Union. Employees must remain professional and exercise discretion when in attendance at these events.

Guidelines

- Employees are prohibited from speaking on behalf of NB Union without express permission from the President.
- When attending events related to NB Union or hosted by NB Union, employees must follow our Code of Conduct.
- When attending events on behalf of NB Union, or as a representative of NB Union, employees are prohibited from expressing opinions, or making comments, which may be interpreted as being on behalf of NB Union.
- When expressing a personal opinion in a setting where others could believe that you are acting on behalf of NB Union, employees must make it clear through a verbal statement that these are their personal opinions and do not reflect those of NB Union.
- Employees are asked to direct any questions regarding NB Union to the President.
- Employees are not permitted to represent themselves as spokespersons or give the impression they are speaking on behalf of NB Union unless they are specifically directed to do so.
 - This includes any form of communication, including in-person, by telephone, by email, on internet forums, etc.
- Employees who are found to have breached NB Union's confidentiality policy by disclosing confidential information, even while expressing their personal opinions, may face disciplinary action.
- Employees are expected to abide by our Social Media Policy and refrain from posting any company information without the express permission of the President.

Acknowledgement

I, _____ (employee name), acknowledge that I have read and understand the Union Representation Policy of NB Union. Further, I understand that if I violate the rules/procedures outlined in this policy, I may face disciplinary action, up to and including termination of employment.

Name: _____

Signature: _____

Date: _____

Witness: _____

18. SUBSTANCE USE IN THE WORKPLACE

Policy Statement

As an employer, the New Brunswick Union of Public and Private Employees (herein after named as NBU) is committed to providing a safe, healthy and productive work environment where employees are protected from the potential adverse consequences of substance use.

This policy is designed to address substance use in the workplace by an employee that may negatively impact the safety, competency or efficiency of that employee, other employees, or put members of the organization/public at risk of harm in any way.

Application

This policy applies to all employees and management of the NBU while conducting union business in the workplace or elsewhere.

Responsibilities

Shared Responsibilities

The following expectations apply to employees and management alike while conducting work on behalf of the NBU, whether on or off NBU property. Employees and management will:

- share responsibility for understanding and preventing substance use in the workplace.
- communicate and disclose medically approved medication that poses potential risk, limitation, or restriction.
- not vape or smoke in enclosed workplaces, subject to existing workplace smoking policies.
- recognize that failure to abide by the responsibilities listed above may result in disciplinary measures, up to and including dismissal.

Employer Responsibilities

NBU will:

- acknowledge that Substance Use Disorders/Dependencies are treatable conditions and early intervention improves the probability of a lasting recovery.
- firmly and fairly enforce the principle that its employees must not be impaired while at work, or while conducting union business.
- encourage employees who self-disclose a potential substance use disorder to consult a professional or EFAP and provide for appropriate leave as per the collective agreement if necessary.
- maintain the confidentiality of employee personal information and personal health information related to substance use at all times.

Employee Responsibilities

All employees will:

- be fit for work and remain fit for work throughout their work day.
- not report for duty while impaired as a result of substance use.
- perform their work duties safely, competently and efficiently, without any limitations arising from substance use, including medications, or the after-effects of substance use that risks their health, safety, the health or safety of any other person, or damage to equipment or property.
- advise their supervisor if they believe that they are, or could become impaired in the workplace as a result of substance use, or the use or misuse of medication in accordance with the Occupational Health & Safety Act, section 12(c) which

states “Every employee shall report to the employer the existence of any hazard of which he is aware”.

- report to their supervisor if they believe another employee has a substance use disorder or is, or has been impaired while at work or while conducting union business.
- self-disclose to their supervisor that they may have a Substance Use Disorder, or are prescribed a medication which may render them unfit for duty.
- acknowledge that problems related to substance use do not excuse inappropriate behaviour, unsafe work performance, or being unfit for duty.

Definition

Substance in the context of this policy can be defined as any drug or alcohol which can change or adversely affect the way a person thinks, acts or feels and that inhibits a worker’s ability to perform their job safely and productively, whether obtained legally or illegally. This could include prescription drugs and over-the-counter drugs, and may include cannabis, opioids (hydrocodone, oxycodone, codeine, morphine), amphetamines, cocaine, hallucinogens (ecstasy, LSD, mushrooms, PCP), beverages containing any quantity of alcohol, and tobacco. This list is illustrative but not exhaustive.

IV. TRAVEL REGULATION POLICY

These travel regulations apply to members designated to attend the following approved union activities:

- Biennial Convention and Component Annual Meetings
- Activists and other Union designated training sessions
- Board, Unit Executive and Committee meetings
- Negotiations
- Meetings related to grievance issues when requiring members' involvement outside their regular workplace and/or outside their regular working hours.
- Labour/Management meetings
- Other meetings approved by the NBUPPE Executive Committee

Members requesting variation of these regulations must submit their request to the Executive Committee.

1. MEALS

1.1 The maximum rates allowable for meals inclusive of taxes and gratuities shall be as follows:

- (a) Sixty-Six dollars (**\$66.00**) a day for travel in New Brunswick.
- (b) Eighty-five dollars and fifty cents (**\$85.50**) a day for travel outside New Brunswick.
- (c) The maximum rates for meals – including taxes and gratuities – while traveling for a period of less than one day shall be listed hereunder:

<u>Inside New Brunswick</u>		<u>Outside New Brunswick</u>	
Breakfast	\$15.00	Breakfast	\$21.00
Lunch	\$21.00	Lunch	\$22.50
Dinner	\$30.00	Dinner	\$42.00
	<u>\$66.00</u>		<u>\$85.50</u>

1.2 A member must be in travel status outside his place of residence before 8:00 am, between 12:15 and 1:15 pm, and after 6:00 pm to be eligible for reimbursement at the rates established for Breakfast, Lunch and Dinner, respectively.

1.3 When members have chosen to accept a meal provided, they shall not submit a claim.

2. ACCOMMODATIONS/UNION-PAID LEAVE

2.1 All in-province accommodations at approved hotels will be direct-billed when possible.

2.2 A member who makes private arrangements for overnight accommodations shall be reimbursed at a rate of \$30.00 per night.

2.3 Expenditures charged to the room must be paid for by the member with the exception of hotel parking fees.

2.4 a) Accommodations will be provided for members on authorized Union business but will not be provided to members who live within 45km of the place of meeting except in cases of bad weather conditions or late negotiations.

b)

Meeting Start Times	Accommodations	Union-Paid Leave		Union-Paid Leave
		Day Prior (2hrs)		Day of
8am - 9:59am				
less than 45km	No		No	Yes
= or more than 45km	Yes	less than 250km	No	Yes
		= or more than 250km	Yes	Yes
10am - 11:59am				
less than 250km	No		No	Yes
= or more than 250km	Yes		Yes	Yes
12 noon or later	No		No	Yes

- 2.5 If a member cannot arrive home by 9:30 p.m., including one hour for dinner, that member will be entitled to overnight lodging and 2 hrs leave the following day.
- 2.6 Where two members who cohabit are both on union business in the same area, only one accommodation will be provided.

3. TRANSPORTATION

- 3.1 Taxis or rent-a-cars may be used on union business. Such expense claims must be accompanied by receipts.
- 3.2 Travel advances may be issued to members who are authorized to travel and make application to have an advance issued. Any member receiving a travel advance shall reconcile such advance not later than 15 days following completion of the trip.
- 3.3 The mileage allowance paid to members for the use of a privately owned vehicle on union business shall be **fifty-four cents** per kilometer (**\$0.54/km**)
- 3.4 The minimum travel allowance for members on union business shall be 25 km.
- 3.5 Charges for bridge, ferry, highway tolls and parking while traveling on union business shall be reimbursed. All such claims must be accompanied by receipts.

4. CLAIMS

- 4.1 Claims for expenses must be submitted on forms provided by the union and be signed by the members.
- 4.2 All expense claims are subject to the approval of a signing officer of the union.
- 4.3 Expense cheques will be issued within ten (10) working days - whenever possible after receipt of claims.
- 4.4 A member away from home shall be reimbursed for expenses incurred for telephone calls for union business. A member away from home on union business shall be reimbursed for reasonable personal telephone calls up to a maximum of \$5.00 per night.
- 4.5 Members **required** to be away from home for three or more consecutive full working days shall receive \$15.00 per day for incidental expenses (excluding Biennial Convention).

- 4.6 Delegates to the Biennial Convention will receive \$15.00 for incidental expenses for the weekend.

V. RESPECTFUL WORKPLACE POLICY (NBU members)

1. PREAMBLE

- 1.1 NBUPPE recognizes its responsibility to build and maintain a diverse respectful workplace. Human Rights and solidarity are fundamental principles of the trade union movement.
- 1.2 The Respectful Workplace Committee is established under the NBUPPE By-Laws Article 7. According to By-Law Article 7.08, "There shall be a standing Respectful Workplace Committee to provide education and information and to respond to matters relating to complaints pursuant to this policy."
- 1.3 The Respectful Workplace Committee is responsible for the administration, promotion and education of the policy.

2. APPLICATION

- 2.1 NBUPPE expects that the interaction between trade unionists will be based on mutual respect, co-operation, understanding and knowledge, that having been elected by the membership to attend union activities, you will act as their emissary and follow the Constitution, By-laws and all established policies of this union. This policy applies to all NBUPPE members, guests and staff attending all union activities and all individuals providing contracted services.
- 2.2 Disrespectful conduct of any form will not be tolerated and appropriate action will be taken to protect NBUPPE staff and members in the workplace and at union functions.
- 2.3 Managers, the Board and the Respectful Workplace Committee must protect members, guests and staff attending all union activities and all individuals providing contracted services.
- 2.4 Managers, the Board and the Respectful Workplace Committee are responsible to take appropriate preventive or corrective action and to put a stop to any disrespectful conduct they are aware of, whether or not a complaint is filed. Failure to take appropriate action may result in disciplinary measures.

3. DEFINITIONS

For the purposes of this policy, disrespectful conduct includes personal and sexual harassment, poisoned work environment and abuse of authority.

3.1 Personal Harassment

Personal harassment means any objectionable or offensive behavior that is known or ought reasonably to be known to be unwelcome. It includes offensive conduct, comment or display made on either a one-time or continuous basis that demeans, belittles, or causes personal humiliation or embarrassment.

Without limiting the above, personal harassment includes conduct within the meaning of the New Brunswick Human Rights Act, i.e., harassment on the basis of the following prohibited grounds of discrimination: race, colour, national origin, ancestry, place of origin, creed or religion, age, physical disability, mental disability, marital status, family status, sex, sexual orientation, gender identity or expression, social condition, and political belief or activity.

3.2 Sexual Harassment

Sexual harassment means any conduct, comment, gesture or contact of a sexual nature, whether on a one-time or continuous basis that:

- a) might reasonably be expected to cause offence or humiliation; or
- b) might reasonably be perceived as placing a condition of a sexual nature on employment, an opportunity for training or promotion, receipt of services or a contract.

Examples of behavior that can constitute sexual harassment include, but are not limited to:

- unwanted touching, patting or leering;
- sexual assault;
- inquiries or comments about a person's sex life;
- any form of communication with sexual overtones;
- gender-based insults or jokes causing embarrassment or humiliation;
- repeated unwanted social or sexual invitations; and
- inappropriate or unwelcome focus/comments on a person's physical attributes or appearance.

3.3 Poisoned Work/Meeting Environment

A poisoned work/meeting environment is characterized by an activity or behaviour, not necessarily directed at anyone in particular, that creates a hostile or offensive

work/meeting place. Examples of a poisoned work/meeting environment include but are not limited to: graffiti, sexual jokes, the creation of an atmosphere of rumour or gossip, abusive treatment of an employee or member and the display of pornographic or other offensive material.

3.4 Abuse of Authority

Harassment also includes abuse of authority where an individual improperly uses the power and authority inherent to a position to endanger a person's job, undermine the performance of that job, threaten the person's economic livelihood, or in any way interfere with or influence a person's career. It is the exercise of authority in a manner, which serves no legitimate work purpose and ought reasonably to be known to be inappropriate. Examples of abuse of authority include, but are not limited to, acts or misuse of power by way of intimidation and/or threats.

3.5 Union Activities

Union activities shall include all meetings and functions of the union as well as all social activities and events sponsored by the union. It shall also include all forms of communication between unionists, staff members and board members.

3.6 Social Media

This policy applies to all forms of social media.

Social media includes texting, blogging, twitter, Facebook, Snapchat, Instagram and any other means of electronic communication.

If the communication may affect the union's working relationships or environment in a negative or perilous manner it may be subject to further investigation.

The use of social media and its impact is not restricted to a physical building or meeting place. It may also include communication remote from union related activities and is in effect 24/7. If there is a *nexus* or connection to union activities then this form of communication may be examined and investigated under this policy.

3.7 (a) Complainant

The Complainant is the person filing a complaint under this policy.

(b) Respondent

The Respondent is the person against whom a complaint has been filed.

3.8 Trade Unionist

Members of NBUPPE and any other trade union organization.

4. PROCEDURE

All complaints will be taken seriously and investigated by an appointed, independent investigator who will liaise with the Respectful Workplace Committee. Once NBUPPE is made aware that harassment may have occurred, it has an obligation to investigate the complaint and take appropriate action including disciplinary action if a complaint is founded. All complaints and investigation initiated under the policy will be treated with discretion and handled in a confidential manner.

4.1 Informal Procedure

- (a) An effective way to end the problem of disrespectful behaviour is to communicate directly by telling the person that the behavior is unwelcome and must stop.
- (b) If an individual is unable to request that the conduct stop, they may seek help from a committee member.
- (c) The Committee member may help with other methods of informal resolution including discussion and mediation, to assist the parties in reaching an acceptable solution.
- (d) If an acceptable solution cannot be reached informally, the Complainant may file a formal complaint.

4.2 Formal Procedure

- (a) A formal complaint must be written and signed. It should give an accurate account of the incident or incidents including times, places and people involved. A completed complaint is forwarded to the President.
- (b) The President shall appoint an investigator(s) to ensure the complaint is investigated in a confidential and expeditious manner. Where deemed appropriate, an investigative team may be appointed as opposed to a sole investigator.
- (c) If a complaint is filed against the President, the matter will be referred to the Executive Committee.

- (d) The investigator(s) will review the written complaint and interview the Complainant and then determine whether or not the complaint merits further investigation.
- (e) The Respondent shall be informed of the complaint, presented with a written statement of allegations and afforded an opportunity to respond within 21 days.
- (f) The investigator(s) shall gather and analyze the information and prepare an investigative report with relevant appendices.
- (g) The investigator(s) may prepare, if requested, recommendations under separate cover.
- (h) The investigation shall be completed within three (3) months unless there are extenuating circumstances.
- (i) In a founded complaint, the committee shall recommend to the Board, action up to and including suspension of attendance at union functions or activities. If the Respondent is a staff member, they will be disciplined by the Employer.
- (j) A complaint under this policy that involves falsehood or malicious intent or is otherwise made in bad faith shall be subject to appropriate disciplinary action.
- (k) The parties to the complaint must be informed in writing of the outcome.
- (l) Fair and equitable procedures must be ensured for all parties.

5. RIGHTS AND RESPONSIBILITIES

5.1 Complainants have the right:

- a) to make a complaint and to obtain a review of the complaint
- b) to be accompanied by a person of their choice during interviews;
- c) not to be subject to retaliation for filing a complaint under this policy; and
- d) to have a fair and impartial investigation

It is the responsibility of the Complainants to:

- a) immediately make known, if possible, their disapproval or unease to the individual;

- b) follow all procedures under this policy;
- c) cooperate with all those responsible for dealing with the investigation of the complaint; and
- d) maintain confidentiality.

5.2 Respondents have the right to:

- a) be informed that a complaint has been filed;
- b) be presented with a written statement of allegations and to be afforded an opportunity to respond to them;
- c) be accompanied by a person of their choice during their interview, and
- d) have a fair and impartial investigation.

It is the responsibility of the Respondents to:

- a) follow all procedures under the policy;
- b) cooperate with all those responsible for dealing with the investigation of the complaint;
- c) maintain confidentiality;
- d) not retaliate against a complainant.

5.3 Witnesses have the right:

- a) not to be subject to retaliation

It is the responsibility of the witness:

- a) to meet with the investigator and to cooperate with all those responsible for the investigation of the complaint; and
- b) to maintain confidentiality.

5.4 The investigator(s) shall:

- Interview the Complainant;
- Meet with the Respondent and ensure the Respondent receives a summary of the allegations;
- Ensure everyone has been informed of their rights and responsibilities;
- Prepare a report; and
- Follow due process and rules of natural justice.

6. OTHER OPTIONS

6.1 Complaints to the New Brunswick Human Rights Commission

New Brunswick Human Rights Act complaints should normally be filed within one year.

6.2 Complaints under the Criminal Code

Sexual and other forms of assault are covered under the Criminal Code. In these instances, the police can be asked to lay criminal charges.

7. CORRECTIVE OR REMEDIAL ACTION

The NBUPPE will fully implement this policy as part of its commitment to a respectful workplace. Corrective or remedial actions include, but are not limited to:

- That the Respondent make a private or public apology to the Complainant;
- That the Respondent study and attend an education session and demonstrate an understanding of the policy; or
- Suspension from union activities.

8. POST INVESTIGATION RESTORATIVE MEASURES

8.1 NBUPPE recognizes that the investigation process is legitimate and necessary.

8.2 NBUPPE will utilize mediation, facilitation or another interest based approach to help any parties in return to work or return to union activities following an investigation. NBUPPE will also consider counseling where appropriate. Privacy considerations will be respected for all parties.

VI. RESPECTFUL WORKPLACE POLICY: NBUPPE STAFF/EMPLOYEES

1. PREAMBLE

1.1 NBUPPE recognizes its responsibility to build and maintain a diverse respectful workplace.

1.2 The President, in conjunction with the Executive Director, is responsible for the administration, promotion and education of the policy.

2. APPLICATION

2.1 This policy applies to all NBUPPE employees and staff, including full-time, part-time, casual and fee for service contract positions.

2.2 Disrespectful conduct of any form will not be tolerated and appropriate action will be taken to protect NBUPPE staff in the workplace and at union and work related functions.

2.3 **JOINT & SHARED RESPONSIBILITY**

2.4 All employees and staff are expected to uphold the principles and model respectful behaviour in the workplace.

2.5 Managers, Supervisors, Board Members and anyone in positions of authority are responsible to model appropriate behaviour and put a stop to any disrespectful conduct they are aware of, whether or not a complaint is filed. Failure to take appropriate action may result in disciplinary measures.

3 **DEFINITIONS**

For the purposes of this policy, disrespectful conduct includes personal and sexual harassment, poisoned work environment and abuse of authority.

3.1 Workplace Harassment

“harassment”, in a place of employment, means any objectionable or offensive behaviour that is known or ought reasonably to be known to be unwelcome, including bullying or any other conduct, comment or display made on either a one-time or repeated basis that threatens the health or safety of an employee, and includes sexual harassment, but does not include reasonable conduct of an employer in respect of the management and direction of employees at the place of employment;

Without limiting the above, personal harassment includes conduct within the meaning of the New Brunswick Human Rights Act, i.e., harassment on the basis of the following prohibited grounds of discrimination: race, colour, national origin, ancestry, place of origin, creed or religion, age, physical disability, mental disability, marital status, family status, sex, sexual orientation, gender identity or expression, social condition, and political belief or activity.

3.2 Sexual Harassment

Sexual harassment means any conduct, comment, gesture or contact of a sexual nature, whether on a one-time or continuous basis that:

- a) might reasonably be expected to cause offence or humiliation; or

b) might reasonably be perceived as placing a condition of a sexual nature on employment, an opportunity for training or promotion, receipt of services or a contract.

Examples of behavior that can constitute sexual harassment include, and are not limited to:

- unwanted touching, patting or leering;
- sexual assault;
- inquiries or comments about a person's sex life;
- any form of communication with sexual overtones;
- gender-based insults or jokes causing embarrassment or humiliation;
- repeated unwanted social or sexual invitations; and
- inappropriate or unwelcome focus/comments on a person's physical attributes or appearance.

3.3 Poisoned Work/Meeting Environment

A poisoned work/meeting environment is characterized by an activity or behaviour, not necessarily directed at anyone in particular, that creates a hostile or offensive work/meeting place. Examples of a poisoned work/meeting environment include but are not limited to: graffiti, sexual jokes, the creation of an atmosphere of rumour or gossip, abusive treatment of an employee or member and the display of pornographic or other offensive material.

3.4 Abuse of Authority

Harassment also includes abuse of authority where an individual improperly uses the power and authority inherent to a position to endanger a person's job, undermine the performance of that job, threaten the person's economic livelihood, or in any way interfere with or influence a person's career. It is the exercise of authority in a manner, which serves no legitimate work purpose and ought reasonably to be known to be inappropriate. Examples of abuse of authority include, but are not limited to, acts or misuse of power by way of intimidation and/or threats.

3.5 Workplace/Union Activities

The workplace includes the entire physical work site, off-site work related meetings, work related business travel, work related social gatherings, virtual meetings such as zoom and any union activities or meetings involving employees.

Union activities shall include all meetings and functions of the union as well as all social activities and events sponsored by the union. It shall also include all forms of communication between unionists, staff members and board members.

3.6 Social Media

This policy applies to all forms of social media.

Social media includes texting, blogging, twitter, Facebook, Snapchat, Instagram and any other means of electronic communication.

If the communication may affect the union's working relationships or environment in a negative or perilous manner it may be subject to further investigation.

The use of social media and its impact is not restricted to a physical building or meeting place. It may also include communication remote from union related activities and is in effect 24/7. If there is a *nexus* or connection to union activities then this form of communication may be examined and investigated under this policy.

3.7 (a) Complainant

The Complainant is the person filing a complaint under this policy.

(b) Respondent

The Respondent is the person against whom a complaint has been filed.

4. PROCEDURE

All complaints will be taken seriously and investigated by an appointed, independent investigator who will liaise with the President. Once NBUPPE is made aware that harassment may have occurred, it has an obligation to investigate the complaint and take appropriate action including disciplinary action if a complaint is founded. All complaints and investigation initiated under the policy will be treated with discretion and handled in a confidential manner.

4.1 Informal Procedure

(a) An effective way to end the problem of disrespectful behaviour is to communicate directly by telling the person that the behavior is unwelcome and must stop.

(b) If an individual is unable to request that the conduct stop, they may seek help from the President or the Executive Director.

- (c) The President and/or the Executive Director may help with other methods of informal resolution including discussion and mediation, to assist the parties in reaching an acceptable solution.
- (d) If a complaint names the President as a Respondent or Direct Witness, the Executive Director will appoint and liaise with an external mediator to assist in the informal resolution process.
- (d) If an acceptable solution cannot be reached informally, the Complainant may file a formal complaint.

4.2 Formal Procedure

- (a) A formal complaint must be written and signed. It should give an accurate account of the incident or incidents including times, places and people involved. A completed complaint is forwarded to the President.
- (b) The President shall appoint an investigator to ensure the complaint is investigated in a confidential and expeditious manner.
- (c) If a complaint is filed against the President, the matter will be referred to the Executive Committee.
- (d) The investigator will review the written complaint and interview the Complainant to determine whether or not the allegations meet the *prima facie* test requiring a full and further investigation.
 - (e) The Respondent shall be informed of the complaint and presented with a written statement of allegations and afforded an opportunity to respond after the investigator has met with the Complainant to determine whether or not the allegations meet the *prima facie* threshold.
- (f) The investigator shall gather and analyze the information and prepare an investigative report with relevant appendices.
- (g) The investigator may prepare, if requested, recommendations under separate cover. Those recommendation will be reviewed with the Executive Committee.
- (h) The investigation shall be completed within three (3) months unless there are extenuating circumstances.

- (i) A founded complaint will result in corrective action up to and including dismissal, based on the egregious nature of the conduct.
- (j) A complaint under this policy that involves malicious intent or is otherwise made in bad faith shall be subject to appropriate disciplinary action.
- (k) The parties to the complaint must be informed in writing of the outcome.
- (l) Fair and equitable procedures must be ensured for all parties.
- (m) All formal complaints must be filed within one year from the date of the most recent allegation.

5. RIGHTS AND RESPONSIBILITIES

5.1 Complainants have the right:

- a) to make a complaint and to obtain a review of the complaint
- b) to be accompanied by a person of their choice during interviews;
- c) not to be subject to retaliation for filing a complaint under this policy; and
- d) to have a fair and impartial investigation

It is the responsibility of the Complainant to:

- a) immediately make known, if possible, their disapproval or unease to the individual;
- b) follow all procedures under this policy;
- c) cooperate with all those responsible for dealing with the investigation of the complaint; and
- d) maintain confidentiality.

5.2 Respondents have the right to:

- a) be informed that a complaint has been filed;
- b) be presented with a written statement of allegations and to be afforded an opportunity to respond to them;
- c) be accompanied by a person of their choice during their interview, and
- d) have a fair and impartial investigation.

It is the responsibility of the Respondent to:

- a) follow all procedures under the policy;
- b) cooperate with all those responsible for dealing with the investigation of the complaint;
- c) maintain confidentiality;
- d) not retaliate against a complainant.

5.3 Witnesses have the right:

- a) not to be subject to retaliation

It is the responsibility of the witness:

- a) to meet with the investigator and to cooperate with all those responsible for the investigation of the complaint; and
- b) to maintain confidentiality.

5.4 The investigator shall:

- Interview the Complainant;
- Meet with the Respondent and ensure the Respondent receives a written account of the allegations;
- Ensure everyone has been informed of their rights and responsibilities;
- Prepare a report; and
- Follow due process and rules of natural justice.

6. OTHER OPTIONS

6.1 Complaints to the New Brunswick Human Rights Commission

New Brunswick Human Rights Act complaints should normally be filed within one year.

6.2 Complaints under the Criminal Code

Sexual and other forms of assault are covered under the Criminal Code. In these instances, the police can be asked to lay criminal charges.

7. CORRECTIVE OR REMEDIAL ACTION

The NBUPPE will fully implement this policy as part of its commitment to a respectful workplace. Corrective or remedial actions include, but are not limited to:

- That the Respondent make a private or public apology to the Complainant;
- That the Respondent study and attend an education session and demonstrate an understanding of the policy: or participate in ongoing education or facilitated

individual coaching in response to the specific subject matter arising from the investigative process

8. POST INVESTIGATION RESTORATIVE MEASURES

- 8.1 NBUPPE recognizes that the investigation process is legitimate and necessary.
- 8.2 NBUPPE will utilize mediation, facilitation or another interest based approach to help any parties who have been absent as a result of the investigation. This may include additional education and awareness of the Respectful Workplace Policy and its objectives.

VII. INVESTMENT POLICY

Purpose

The purpose of this Investment Policy Statement is to guide the Union in its investment choices to maximize the return on invested assets, with acceptable risk and to maintain a sufficient operating cash balance.

Scope

These policy guidelines are applicable to all funds managed by NBUPPE.

Investment Guidelines

Definition and Investment Philosophy

Funds of the Union will be invested in accordance with sound management principles with minimal risk for return on the Union's monies. Investments will be reviewed with the Union's investment advisor at least quarterly.

Scope of Investments

- The Union's operating accounts will hold sufficient funds for operations. Excess funds will be converted to Investments
- The Union will have a Defense Fund with a minimum balance of \$1,000,000, comprised of secure investments.
- The Union will also have other short-term and long-term investments with the objective of having a minimum of 40% of all investments in secure long-term, reflecting current economic conditions.

Application

- This investment policy will be implemented and monitored by the Finance

Committee with the Union's President, and Investment Advisor. A third-party accountant may serve as a resource to the Finance Committee.

- The implementation and monitoring of the investment policy shall be conducted in a fiduciary manner for the best interests of the Union.

VIII. STRIKE POLICY

The Union's Strike Policy is contained in the Manual entitled "Getting Ready". It provides the operational guidelines for the conducting of a strike. The strike manual will be made available to all members of a bargaining unit / component as the possibility of a strike becomes imminent.

IX. FINANCIAL ASSISTANCE POLICY

The NBUPPE Financial Assistance program may provide \$150 in financial assistance to a member in good standing to access legal advice in relation to the following situations:

- For a member who requires legal assistance with respect to their application for Employment Insurance, Worker's Compensation, or Long Term disability benefits;
- For a member who is called before the Complaint and/or Discipline committee of their professional licensing body;
- For a member who has a civil suit lodged against them as a result of an employment incident;
- For a member who is criminally charged due to a work related incident;
- For a similar work related situation that would require legal assistance, at the discretion of the Board of Directors.

Members shall make a request in writing to the Board of Directors. The funding is intended to assist with costs related to legal advice/representation or in the case of Long Term Disability, medical evidence. No other expenses will be considered for financial assistance.

In order for assistance to be granted, the incident giving rise to a need for legal representation must have occurred at the member's place of employment, and be related to the member's duties.

No Costs shall be paid by NBUPPE where:

- The member is not in good standing;
- The incident is not related to the work place, or the work of the member;
- The member is challenging a final decision of the Board of Directors;

- The member is representing themselves.
- The request is denied by the Board of Directors.

The NBUPPE, through its Board of Directors, reserves the right to investigate, approve or reject any application.

X. MEMBER DISCIPLINE POLICY

Section 1 - Offences

A member who acts in a manner, which is detrimental to the Union or does any of the following, has committed an offence against the Union.

- Fails to comply with the Constitution or By-Laws of the Union, or any instruction issued by or under the authority of the Board.
- Disrupts any meeting to the extent that business cannot be conducted in an orderly fashion;
- Advocates or attempts to bring about the withdrawal of any member(s) or groups of members;
- Works in the interest of any organization competing with the Union in a manner which is detrimental to the Union;
- Crosses a legal picket line established by the bargaining unit of which he or she is a member;
- Fails to account correctly for receipts, disbursements, goods or equipment;
- Publishes or circulates, publicly or privately, either verbally or otherwise, among the membership or the public at large false reports or misrepresentations concerning the Union, any member or representative of the Union in respect of any matter connected with the affairs of the Union.

Section 2 – Charges

- In the event that a member is charged with an offence against the Union, specific charges must be submitted in writing to the President. Such charges shall be submitted within ninety (90) days after the alleged violation has been discovered.
- The President, shall deliver the charges to the member complained of personally or by registered mail within ten (10) days after they have been submitted.
- Within 20 days of the delivery of the charges a notice of time and place of the Board meeting at which a hearing shall be conducted shall be delivered to all parties.
- For the purpose of this Article the charges and the notice shall be deemed to have been delivered when they are personally served on the member complained of or when they are mailed by registered mail to the said member.

Section 3 – Hearing

- The charges against the member complained of shall be heard and determined by the Board of Directors or referred to an outside investigator for recommendation and report. The outside investigator shall report their findings to the Board. The Board shall make the final determination.
- The Board of Directors shall, if possible, proceed to hear the charges, heard within thirty (30) days or within such longer period of time as the Committee considered necessary with due regard to the interests of the parties.
- The member complained of and the complainant shall each have the right to call witnesses.
- Every member of the Union shall be entitled to a fair and impartial hearing, and shall have the right to be represented by Counsel at their own expense, and the right to examine and cross-examine witnesses on their own behalf. Witnesses, whether or not they are members of the Union, may be called upon to testify.
- The Union shall pay travel and accommodation expenses for a reasonable number of witnesses for the parties. The reasonable number of witnesses shall be decided on a case by case basis. Each party must submit a list of perspective witnesses seven days in advance of the hearing to the President.
- Should the member complained fail to appear before the Board of Directors, without giving satisfactory explanation, the Board of Directors shall, if it considers it advisable, proceed to hear evidence and render a decision in the absence of the said member or adjourn the hearing on notice to all parties.

- Should the complainant fail to appear before the Board of Directors then the Board may dismiss the charges or adjourn the hearing on notice to all parties.
- The complainant shall present evidence first and the member accused of shall have the right to cross-examine any witness called by the complainant.
- After the member complained has presented evidence to the Board, the complainant shall have the same right of cross-examination.
- The Board shall make its decision within thirty (30) days of the conclusion of the hearing and shall find the member complained of guilty or not guilty.
- This decision shall be final and no appeal may be taken by any party against such decision.
- If the Board finds the member complained of guilty of the charges submitted, then it shall also impose the appropriate penalty.
- Any decision of the Board shall be binding upon the Union, and the parties involved.

Section 4 –Penalty

Disciplinary actions may include but are not limited to:

- verbal and /or written warning
- suspension
- expulsion from all union activities

XI. NBUPPE ORGANIZING POLICY

The New Brunswick Union of Public and Private Employees will organize workers who have a desire to share in the benefits of collective bargaining and union membership. An organizing priority will be to follow our member's work in the event of divestment or privatization.

There will be a valuable pay off to NBUPPE for the time and resources that the Union devotes to organizing. The impact of new membership growth will be positive for NBUPPE. It will represent more members in more sectors. Its increased diversity will not only strengthen the Union, but will help make NBUPPE the Union of choice for hundreds of new members. It will also strengthen the Union's bargaining power.

In addition, organizing offers a lot more benefits than membership growth and bargaining power. It is a proactive strategy to protect the job security of NBUPPE members. Consider the restructuring and devolution that has taken place in all levels of government over the last several years. Consider also, the constant threat of downsizing and privatization that our members face. Organizing workers in the non-profit and private sectors will result in increasing their wages and benefits – and will provide a disincentive to the provincial government to devolve programs and services.

As an active participant in the broader labour movement, the union recognizes its responsibility to “organize” the “unorganized”. The Union’s ability to organize will be determined by the availability of its fiscal and human resources, and, as such, the Union should establish an annual budget for this purpose.

Organizing requests or inquiries will be directed to the President for evaluation, costing, staffing requirements and recommendation to the NBUPPE Board of Directors. One of these recommendations will be for the assignment of an organizer(s). At this time, as well, the President will assign a staff member and/or NBUPPE Executive Committee member to be a liaison. It is recognized that opportunities may occur whereby the union may wish to establish itself in other sectors. As such, all organizing initiatives must be approved by the Board of Directors.

Unorganized employees seeking membership in the NBUPPE shall be informed that they may have to become members of an amalgamated bargaining group as a condition of being certified as an NBUPPE bargaining unit at the discretion of the Board of Directors.

It should be noted that:

- a) Any financial commitments made prior to or during an organizing campaign shall not be considered an official commitment of the NBUPPE unless such commitments are in writing and authorized by the President.
- b) An organizer shall not authorize any financial commitments unless he/she has reviewed such commitments with the President.
- c) A special agreement negotiated with new groups shall contain a “sunset clause” that shall render the agreement to be non-negotiable and shall no longer be deemed to have any force and effect upon date of expiration.

Organizing responsibilities will include, but not be limited to, the following:

- a) arranging, coordinating, and notifying the members/groups of the inaugural meeting for the purpose of electing Union Officers;
- b) providing information kits that will include the role of the Union Activist, Negotiating Committee/ Team members;
- c) conducting elections of the following positions: Union Officers, Negotiating Committee/Team members, Union Activists and any other positions that may be deemed appropriate for the function of the new unit. The duties and responsibilities of these positions will be explained prior to the election of said positions;
- d) providing the new group with counsel for application for a certification order number under the *Public Service Labour Relations Act* or the *Industrial Labour Relations Act*;
- e) facilitating the organizing meeting;
- f) submitting the election results to Membership Records with a copy being supplied to the NBUPPE President;
- g) making available a supply of membership cards for the purpose of signing up new members. As well, instructions are to be given to those present to encourage other coworkers to complete the cards and return them to Membership Records at the NBUPPE Office.

The liaison officer will follow up by attending the next meeting of the new unit to assist the new Executive with the agenda and guidelines in conducting the meetings.

XII. CHILD CARE / ELDER CARE POLICY

Policy:

A Child Care / Elder Care Policy with the intent of providing support to encourage participation at the General Union Functions has been developed. A care allowance of up to \$50 will be available provided all of the following criteria are met:

1. only one subsidy available per family unit
2. children under 12 years of age and dependent adults residing in your residence
3. single parent or both parents attending General Union Functions or one parent scheduled for work
4. service provider must be outside immediate family
5. receipt must be submitted with expense claim

6. proof of age and residence must be submitted with expense claim.
7. expenses to be submitted on the appropriate form

XIII. NBUPPE GUIDELINES FOR ELECTION CAMPAIGNS FOR CANDIDATES FOR PRESIDENT

Preamble:

The NBUPPE recognizes that the selection of the President of the Union to carry forward the policies, goals and directions is an important event in the life of our Union. The ability of members at the Biennial Convention (hereinafter referred to as Convention) to make an informed decision on the selection of the member who will lead is paramount to having a vibrant and successful Union.

Goal:

To allow the NBUPPE membership to know in advance of the Convention who are the candidates for President and to permit members who have shown interest in the position of President, the opportunity to be profiled in advance of Convention. NBU is committed to a fair and inclusive election process.

Nominations for President

- Nominees must have been a member in good standing of the Union for at least two years immediately prior to the election.
- Six members are required to nominate a member seeking election as president.
- All nominations must be:
 - in writing
 - signed by all nominators
 - accompanied by a written consent signed by the nominee.
- Nominees send their campaign statement and photograph to the NBUPPE Communications Officer in time to meet the deadlines outlined.
- Nominees shall have their election statement and photograph published in the *Election Publication*.
- The published statement is not more than 400 words and the content is the responsibility of the candidate. It shall include a union biography outlining their union involvement. Libelous statements will not be permitted.

- Candidates are responsible for providing a suitable photograph. The photograph must be current, head and shoulders, with a neutral background. The publication will be available for pictures of up to 2"x 3" in size.
- Order of candidate bios and photographs published in the *Election Publication* will be in alphabetical order.

Presidential Election Financial Support

- NBUPPE reimburses candidates nominated for President for receipted expenses directly related to their campaign to a maximum of \$1,000.
- Candidate expenditures are not to exceed \$1,000 in cash or kind (market value of goods and/or services provided).
- Reimbursable expenses are limited to campaign materials (buttons, leaflets, balloons etc), mailing costs, phone and internet, accommodation, mileage, and meals.
- Within 60 days after Convention, candidates must submit expense claims for reimbursement accompanied by receipts.
- Campaigns will be kept internal and candidates will not seek out the media as a means of communicating with the membership.
- There shall be no staff involvement in the political process. If there are any allegations of staff interference, the complaint should be made in writing to the President who will initiate due process and take action if warranted. Should the President be involved in the election campaign this responsibility would be delegated to a member of the Executive Committee.
- No candidate shall produce or make statements that will bring disrepute on the Union, other candidates or its members.
- During Convention, the following rules will apply:
 - No posters in the hall will be permitted.
 - Buttons, leaflets and all other campaign materials must be distributed outside the hall.
 - Candidates or their nominators will be given the opportunity to give a five (5) minute speech to the voting delegates.

- Enforcement of these rules is the responsibility of the Chief Electoral Officer.
- Any campaign materials that are accessible by the general public (e.g. websites) must include the following statement: *“This is a publication of (name), candidate for office at the NBUPPE Convention. It is not an official publication of the NBUPPE. Views expressed are those of the candidate”*.

Election

- The election of the President is overseen by a Chief Electoral Officer appointed by the Board of Directors
- A list of convention delegates will be given to candidates for the exclusive purpose of the election campaign provided they have signed a statement to that effect. No work phone numbers will be included in the membership information provided to the candidate. The signed statement must be received in advance of any membership list being forwarded.
- At the Board meeting prior to Convention in the year when there is an election for President, the Nominations Committee recommends the appointment of an external person who is not an NBUPPE member or staff as Chief Electoral Officer.
- When voting is to commence, the Chief Electoral Officer indicates which number ballot is to be used or explains the procedure to follow for electronic voting.
- Each candidate appoints a scrutineer.
- The Chief Electoral Officer witnesses the manual ballot count or reviews the electronic results with the service provider to ensure accuracy.
- Voting will be repeated until one candidate receives 50 per cent plus one of the votes cast. The candidate garnering the least number of votes would be dropped from the subsequent ballot.
- The Chief Electoral Officer assumes the Chair of the Convention and announces the results of the election.
- The voting totals are announced to the Convention.

- The Chief Electoral Officer provides an opportunity for the unsuccessful candidate(s) to address Convention if the candidate(s) wishes.
- Candidates wishing a recount of paper ballots make a request to the Chief Electoral Officer immediately after the results are announced to the Convention.
- If the incumbent has been defeated, the Chief Electoral Officer provides an opportunity for Convention participants to express their appreciation for the incumbent's work.
- The successful candidate addresses Convention.
- If a defeated incumbent does not wish to continue as Chair of the Convention, the Vice President or designate assumes the Chair.
- The President-elect assumes the role of President at the close of the Convention.

Base Salary

President's salary shall have an entry level at \$85,000/yr and annual increases of \$5000 up to a maximum of \$1000 above the Executive Director's salary."

Elections of 1st and 2nd Vice President

- Nominees shall only run for one (1) position on the Executive.
- Nominees send their campaign statement and photograph to the NBUPPE Communications Officer in time to meet the deadlines outlined.
- Nominees shall have their election statement and photograph published in the *Election Publication*.
- The published statement is not more than 400 words and the content is the responsibility of the candidate. It shall include a union biography outlining their union involvement. Libelous statements will not be permitted.
- Candidates are responsible for providing a suitable photograph. The photograph must be current, head and shoulders, with a neutral background. The publication will be available for pictures of up to 2"x 3" in size.
- Order of candidate bios and photographs published in the *Election Publication* will be in alphabetical order.

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- When voting is to commence, the Chief Electoral Officer indicates which number ballot is to be used or explains the procedure to follow for electronic voting.
- Each candidate appoints a scrutineer.
- The Chief Electoral Officer witnesses the manual ballot count or reviews the electronic results with the service provider to ensure accuracy.
- Voting will be repeated until one candidate receives 50 per cent plus one of the votes cast. The candidate garnering the least number of votes would be dropped from the subsequent ballot.
- The Chief Electoral Officer assumes the Chair of the Convention and announces the results of the election.
- The voting totals are announced to the Convention.
- The Chief Electoral Officer provides an opportunity for the unsuccessful candidate(s) to address Convention if the candidate(s) wishes.
- Candidates wishing a recount of paper ballots make a request to the Chief Electoral Officer immediately after the results are announced to the Convention.

XIV. POLICY ON THE COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION OF MEMBERS

The New Brunswick Union of Public and Private Employees, as a trade union organization, is committed to enhancing the interests of its membership. Consistent with its objectives and mandate, the NBUPPE is dedicated to maintaining high standards of confidentiality with respect to the information that has been provided to us by our membership. This Policy Statement has been prepared to affirm our commitment to maintaining the privacy of our members and others and to inform you of our practices concerning the collection, use and disclosure of information provided to the NBUPPE.

Our obligations apply to all officers, employees and contractors who provide services to or on behalf of the NBUPPE in connection with our delivery of services and information to our members.

The NBUPPE collects information about members through its membership application form, surveys and bargaining questionnaires available in both a paper and Web-based format, and does so to fulfill the objectives and mandate of the Union. The achievement of the NBUPPE's objectives involves, among other things, communicating with and determining the needs of its membership, providing services and information to its members, and permitting affiliated organizations and suppliers to provide products, services and information to members. If a member consents, his/her contact information shall be used for these purposes. Contact information is a member's name, address, telephone number, fax number and email address. If a member does not consent, then his/her contact information shall be used by the NBUPPE for purposes of communicating with the member only and shall not be provided to anyone else. In the event a member does not complete the Collection, Use and Disclosure of Information Section, the submission of a membership application or update constitutes the consent of an applicant to the use of his or her contact information for these purposes.

The NBUPPE also collects information about members through registration forms for a variety of programs including, but not limited to, education programs, meetings and other development activities. It does so to fulfill its objectives and mandate. In providing these programs, the NBUPPE is supported by suppliers and sponsors to whom contact information may be made available, provided member consent is obtained during the registration process.

All membership information is held in strict confidence and, except in limited circumstances, is not revealed to anyone unless expressly or implicitly authorized by the member. The NBUPPE does provide membership information on a limited basis to suppliers and others when:

- in the opinion of the NBUPPE, such usage constitutes a service and the information is pertinent to the members of the NBUPPE, and
- the NBUPPE has the written agreement of Preferred Suppliers to adhere to specific requirements with respect to their use of such information.

To illustrate these requirements, NBUPPE membership information:

- is not to be used in connection with any communication, which, in the opinion of the NBUPPE, would tend to mislead, misinform or deceive or which is distasteful in content or presentation or is illegal.

The NBUPPE will retain personal information provided to it only for so long as it is required for the purposes stated above.

The NBUPPE endeavors to maintain the accuracy of any information about members and retired members in its possession.

While specific responsibilities may be assigned to other members of the NBUPPE staff, the President is responsible for the administration of this Policy. In the event of any question concerning the access to or the accuracy, management or use of a member's personal information, members should address such questions to the President.

The NBUPPE endeavors to maintain adequate physical, procedural and technical security with respect to our offices and information storage facilities so as to prevent any unauthorized access, disclosure, copying, use, or modification of a member's personal information.

Visiting NBUPPE Web Sites

A visitor to NBUPPE Web sites is not required to reveal any individually identifiable information, such as name, address, or telephone number. Nor is such information collected passively by electronic means.

Information is collected when an individual voluntarily completes an online membership application form or completes a survey online or by hard copy. This information is collected, used or disclosed in a manner consistent with this policy statement. Email addresses are also collected during the online membership application process but applicants may indicate that they do not wish to receive any unsolicited electronic communication.

Our Web server does not collect visitor information in the form of the visitor's domain or address but does collect information regarding which pages are accessed. This information is used internally, only in aggregate form, to better serve visitors by helping us to:

- manage our sites
- diagnose any technical problems; and
- improve the content of our Web site.

Following its use, the information collected is not retained but, rather, is discarded in a secure manner.

Evolving Practices

This Policy is in effect as of February 1, 2004. The NBUPPE will from time to time review and revise its privacy practices and this Policy. In the event of any amendment, a notice will be posted on www.NBU.ca and published in appropriate NBUPPE publications. Policy changes will apply to the information collected from the date of posting to the web site as well as to existing information held by the NBUPPE.

XV. UNION REPRESENTATION IN WORKPLACE HARASSMENT ISSUES

The Government Department and Agencies, as well as most of our private sector employees have established Anti-Harassment Policies to regulate behavior within your workplace. The Union, while recognizing the unqualified importance of a workplace free from harassment, also must recognize its legal duty to fairly represent each and every member of the Union. To this end, the Union has established a policy to direct Union members involved in alleged issues of harassment.

- (i) When a member alleges harassment under the Employer's workplace harassment policy and files a complaint against a member of the New Brunswick Union, then the LRO staff will advise the member that they are entitled to pursue the matter through the prescribed process, without assistance from the union.
- (ii) When a member alleges harassment under the Employer's workplace harassment policy and files a complaint against a co-worker (supervisor or otherwise) who is not a member of the New Brunswick Union or a member of the public, then the LRO staff will provide the required assistance to allow the member to pursue the matter through the prescribed process.

XVI. UNION ACTIVISTS

The number of activists within a component shall not exceed 1 activist for every 20 members. In a workplace/region situation where there are a concentrated number of members, the number of activists shall not exceed 1 for every 40 members.

In a workplace/region where we have members from multiple components, it is not a requirement that each component have an activist from their respective component. In a multi-component workplace an activist can represent any NBU member from other components.

Activists should be elected by their component members. In the event no member comes forth for election, the union shall have the power to appoint an activist.

Component executive members will not automatically be an activist by virtue of holding office.

*The above should be considered guidelines and any exceptions are to be approved by the Union Executive Committee.

XVII. MEMBERS ON LEAVE

Union members on leave from employment (with the exception of parental leave) either with or without pay, shall not attend meetings or hearings at which the Employer is likely to be present and which are scheduled to occur during the leave. Such meetings may include, but are not limited to:

- Collective Agreement negotiations,
- Labour Management meetings,
- Job Study,
- Grievance adjudication or Labour Board hearings (unless summonsed).

Members who shall not attend a meeting as per the article, also shall not be eligible to hold office or be nominated for election to hold office.

XVIII. COVID-19 Vaccination Policy

The health and safety of members is paramount for the New Brunswick Union. This extends not only to their workplaces, but to NBU functions including board meetings, component annual meetings, conferences and conventions. In order to ensure the safety of those attending functions hosted by the NBU, the union will require proof of full vaccination against COVID-19 – two doses of an approved vaccine – otherwise the member will not be able to attend the event in person. Accommodations will be made for those with a medical exemption. Those who do not provide proof can attend the events virtually. This policy will be periodically reviewed to ensure compliance with current health recommendations and guidelines.