

# **STATEMENT OF BELIEFS AND CONSTITUTION**



## **2026-2027**

**(including amendments approved at  
2025 Biennial Convention)**





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## **LAND ACKNOWLEDGEMENT**

In the spirit of Truth and Reconciliation, the Ontario Nurses' Association recognizes that our work, and the work of our members, takes place on many traditional Indigenous territories across Ontario.

ONA is committed on our reconciliation journey as we engage in discussions to learn together, and to support engagement and partnerships with First Nations, Inuit and Métis peoples, organizations, and communities.

We believe that it is our responsibility to meaningfully incorporate reconciliation in all aspects of our organization.

# **STATEMENT OF BELIEFS**

## **Introduction**

This booklet contains both an outline of the goals of this Union and the ONA Constitution.

The goals of the Ontario Nurses' Association are set out as broad, general statements to provide the flexibility to respond to the constantly changing social and political situations. As required, detailed position statements on various areas of concern will be produced and circulated to membership.

## **Philosophy**

Members of the Union are committed to a program which enhances their social and economic status. As well, the organization's goals include the right to be involved in the determination of policies and legislation concerning nursing practice and the quality of care.

To achieve this goal, it is essential that the organization build positive relationships, and create and maintain harmonious environments within the Union, with employers and other groups to stimulate a free exchange of ideas and information.

## **Vision**

Our vision is empowered members taking collective action for safe, equitable workplaces and high-quality health-care for all Ontarians.

## **Mission**

Our mission at ONA is to defend the rights of and advocate for nurses and health-care professionals who care for the health of Ontarians.

## **Values**

**Strength and Unity:** Determined and together, we harness our collective power and achieve our shared goals.

**Integrity and Professionalism:** We are committed to doing what is right, advancing the interests of our members, and advocating for patients, residents, and clients.

**Diversity, Equity, and Inclusion:** We embrace our differences and seek to create an organization, a health-care system, and a society where all people are valued, included, and respected.

### **Objectives**

- The advancement of the social, economic and general welfare of nurses and health-care professionals.
- The regulation of employee/employer relations and the negotiation of written contracts that implement progressively better conditions of employment.
- The promotion of effective communication with employers.
- The promotion of knowledge of nurses and health-care professionals in all areas related to their social and economic welfare through education and research.
- The promotion of the highest standards of health care.
- The promotion of unity within the nursing profession and other health-care professional fields through co-operation with and support of other organizations that share these objectives.
- To promote an environment where individuals have an opportunity to safely express their differing views and opinions. Conflict does occur and it should be managed constructively encouraging positive relationships, mutual respect and personal satisfaction. Ultimately, conflict management should advance the ability of the leadership to represent the membership.

### **Organization**

Membership in the Union implies rights and responsibilities for each individual member. Members are encouraged to assume an active role in the organization and to assist each other in the development of their full potential within the organization.

- To meet the current needs of members.
- To organize other eligible nurses and health-care professionals in the province.
- To facilitate the amalgamation of new groups and Chartered Local Associations to ensure the development of viable Locals.
- To maintain and monitor current regional structures and, when necessary, implement a reorganization to ensure the growth and smooth functioning of the regions.
- To combine sectors, wherever possible, to increase the participation of all members in the setting of common bargaining objectives.
- To provide membership with access to the Board of Directors who are responsible and accountable for all decisions made on behalf of the organization. The Board is

composed of an elected executive and regional representatives who are accountable to the general membership.

- To encourage membership participation in committee structures to ensure membership wishes are reflected in committees' recommendations.
- To promote membership awareness of all Union meetings and decisions.

## **Funding**

The operation of the Union is funded through the central collection of union dues with rebates to Chartered Local Associations.

- To maintain the solvency and sustainability of the Union.
- To acquire sufficient funds through appropriate means, such as the security fund, to finance the goals of the organization.
- To ensure the continuing growth of investment revenue through the sound management of a flexible investment portfolio.
- To actively assist Chartered Local Associations in budgeting expenses.
- To arrange that sufficient dues flow back to Locals to maintain Local services.
- To develop financial self-sufficiency of Locals.

## **Relationships**

The separation of the nurses' union and the professional association was a matter of legal and practical necessity to ensure the effectiveness of both bodies. The Union believes that the separate functions of the union and the professional association contribute to the common goal of the development and maintenance of high-quality patient care.

- To foster understanding and trust among ONA, the RNAO, and the College of Nurses through liaison and to continue collaboration with other nurses' unions across Canada and to share in the collection of research and data.
- To continue present ad hoc relationships with other unions and interest groups as circumstances require.
- To continue affiliation with the Canadian Federation of Nurses Unions (CFNU) and the Ontario Federation of Labour (OFL).

## **Collective Bargaining**

The Ontario Nurses' Association was founded October 13, 1973, to bargain on behalf of nurses. The Union represents registered nurses, registered practical nurses, nurse practitioners, temporary class nurses and health-care professionals employed mainly in three major areas or sectors: hospitals, community health and nursing homes and homes for the aged, whose employers are both public and private and who work in agencies with functions ranging from research to education.

- Members' input identifies aims and priorities to be negotiated.
- To achieve through province-wide negotiations a master collective agreement that standardizes salaries and conditions of work including portability of benefits throughout the province.
- To achieve wage parity between the hospital, long-term care and community sectors, and within designations.
- To establish a joint job evaluation process that takes into account the varying work situations of members to eliminate the gender wage gap.
- To ensure that members are assigned reasonable work assignments which do not jeopardize the quality of health care and enable members to meet their professional standards.
- To encourage, improve and strengthen the desire and the ability of the parties to reach settlement through negotiations.

## **Occupational Health & Safety**

The Ontario Nurses' Association believes that it is the right of all its members to work in a healthy and safe work environment. It further believes in the pursuit of the highest degree of physical, mental and social well-being of workers in all occupations. As one of the largest health care unions in the province and in the country, ONA believes it is part of its mandate to exercise a strong leadership role in achieving progressively greater gains in the field of occupational health and safety.

## **Education**

The strength of the Union is directly dependent on the support of an educated, well-informed membership. Only when informed can members fulfill their responsibility to reflect the Union's purpose, democratic structure and current activities to non-members, employers and the public.

- To provide sufficient educational programs to meet individual member's requirements.
- To develop the skill of membership in lobbying at all political levels outside the Union.



- To develop programs which meet and reflect the changing role and responsibilities of the Board of Directors.
- To provide orientation for committee members so they may knowledgeably perform their respective roles.
- To encourage members to make the public aware of the Union's contributions to the health care system.
- To assist members in their role of patient advocate.

## **The Political Process**

Political process describes the dynamic funneling of points of view from the public to their accountable elected representatives who make the policy decisions which are then transformed into legislation and programs that are implemented by civil servants.

- The Ontario Nurses' Association considers it vitally important to monitor proposed legislation and be aware of existing laws. Members must be ready to commit time, energy and funds to support the Union's point of view. ONA members must continue to speak out on issues of concern.
- ONA does not support or endorse any political party but may support or oppose a party's position on a particular issue when it coincides or conflicts with the Union's policies and goals.
- ONA will advocate with the government on issues of high priority to its members, including a fully publicly funded and administered universal health-care system that promotes health, wellness and prevention.
- ONA will advocate with the government for appropriate and sustained funding to retain nurses, nurse practitioners and health-care professionals in all sectors with emphasis on sectors that have been, and are, consistently underfunded.
- ONA will advocate for staffing levels that ensure a safe environment for members and their patients/clients/residents, free from violence.

## **Diversity, Equity, and Inclusion**

ONA believes that every member has the right to equal opportunity and full participation in the workplace and in the union. ONA recognizes and values the diversity of its membership and will work to promote diversity, equity, and inclusion in the workplace and in the union. It is the Union's responsibility to integrate Diversity, Equity, and Inclusion throughout its organization, including in its leadership.

Diversity is about acknowledging differences that can impact on the fair and equitable treatment of people. Diversity includes and is not limited to differences in sex, age, race, ethnicity, language, religion and spiritual beliefs, culture, physical or mental ability, socio-

economic status, sexual orientation, gender identity and gender expression, family status, and education.

Inclusion refers to a system and/or process where all individuals and groups feel welcomed, respected, and valued.

Equity refers to the recognition that each person is unique, and decisionmakers/individuals do what they are able to do in their power to identify and eliminate unfair biases, stereotypes and/or barriers. It is also a process that applies fairness, impartiality, and even-handedness to achieve substantive equality in all aspects of a person's life.

To achieve its commitment, ONA will strive to:

- Promote awareness of the diversity of our membership and the needs of diverse groups.
- Integrate diverse perspectives throughout ONA's educational programs and communications.
- Implement initiatives to develop the leadership skills of members from under-represented groups in ONA's leadership.
- Identify barriers to equal opportunity and full participation and develop effective policies and procedures to eliminate these barriers.
- Provide an inclusive environment that recognizes members' differences.
- Ensure that services, organizational structures, activities and policies include and address the needs of diverse members.

### **Anti-Racism and Anti-Oppression**

As an organization, ONA has traditionally used a human rights and equity approach to guide our work and underpin our belief that every member and employee has the right to equal treatment and freedom from discrimination and harassment in the workplace and the union. While this approach continues to be a core tenet of our work, we recognize that we need to use an anti-racism and anti-oppression (ARAO) approach to identify and address intersectional forms of racism (e.g., anti-Black racism, anti-Indigenous racism), and advance equity.

An Anti-Racism and Anti-Oppression approach focuses on the different ways people from Black, Indigenous, Racialized, and historically marginalized groups experience intersectional forms of racism, and the impact on their day-to-day lives. Integrating this approach into our work at ONA provides us with the guidance we need to review our organizational structures, policies, procedures, practices, and actions. It also helps us to develop remedies and preventative measures.

To achieve its commitment, ONA will:

- Integrate anti-racism and anti-oppression practices and principles into every level of ONA, including service delivery to members, operations, and activities.
- Provide Anti-Racism and Anti-Oppression-related educational programs and communications.
- Implement Anti-Racism and Anti-Oppression-focused initiatives to develop the leadership skills and competencies of members in ONA's leadership.
- Use an Anti-Racism and Anti-Oppression lens to review and revise ONA's policies, practices, and procedures.
- Provide tools and resources to members and staff to support ONA's Anti-Racism and Anti-Oppression journey.
- Create communities of support for members and staff to be able to share knowledge, insights, and their experiences.
- Work with members, historically marginalized communities and other labour movement organizations to address systemic intersectional forms of racism in Ontario's health-care system.

### **Discrimination, Harassment, Bullying and Accommodation**

The Ontario Nurses' Association believes that every member has the right to be treated with dignity and respect.

ONA is committed to working toward the elimination of all forms of discrimination and harassment in the workplace and in the union. This includes discrimination and harassment based on grounds prohibited in the Ontario Human Rights Code which are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed (religion), sex (including pregnancy), sexual orientation, gender identity and gender expression, family status, age, record of offences, marital status, and disability. ONA will also work to eliminate personal harassment and workplace bullying (Code and non-Code harassment).

Accommodation may be required when dealing with members' needs related to disability, religion, family status, pregnancy or other grounds in the Human Rights Code. ONA is committed to pursuing accommodation in the workplace and providing accommodation at union functions.

To achieve its commitment, ONA will strive to:

- Provide educational programs and communications addressing discrimination, bullying, Code and non-Code harassment and accommodation issues.
- Conduct strategic collective bargaining on discrimination, bullying, Code and non-Code harassment and accommodation issues.

- Address breaches of members' rights through the grievance and arbitration procedure.
- Advocate for effective workplace policies and complaint investigation procedures.
- Provide policies and procedures for the investigation and resolution of membership complaints.
- Provide support mechanisms for members experiencing discrimination, bullying and Code and Non-Code harassment.
- Provide a supportive and welcoming environment for members requiring accommodation.
- Provide services, organizational structures, activities and policies concerning human rights and equity issues.

### **Professional Responsibility**

The Ontario Nurses' Association believes that members need to work in a safe environment that allows them to maintain their professional standards and to provide safe, ethical and quality patient/client/resident care within their scope of practice.

ONA believes members have an obligation and right to report their concerns when asked to perform more work than is consistent with proper patient/client/resident care or are unable to meet their professional standards and regulations. In order to assist with reporting and resolving such concerns in a timely and effective manner, ONA has negotiated professional responsibility clauses in collective agreements.

### **Glossary**

**Board of Directors** are elected to represent the opinions and concerns of their respective regions during the decision-making process and to conduct the affairs of the Union.

**Job Evaluation** is the method of determining the value of an individual job in relation to other jobs within an organization. This evaluation assists in establishing minimum and maximum salaries for each job.

**Negotiation Process** is the formalized direct discussions between the union and employer to arrive at an agreement on wages, hours of work and other conditions of employment. The result of this process is a written contract called the collective agreement.

# **CONSTITUTION**

## **ARTICLE 1 – NAME**

- 1.01 This organization shall be known as the Ontario Nurses' Association (hereinafter referred to as the Union).

## **ARTICLE 2 – OBJECTIVES**

- 2.01 The advancement of the social, economic and general welfare of registered and temporary class nurses and health-care professionals of the Union.
- 2.02 The regulation of relations between registered and temporary class nurses and health-care professionals and their employers and the negotiation of written contracts with employers implementing progressively better conditions of employment.
- 2.03 The promotion of effective communication with employers.
- 2.04 The promotion of knowledge of registered and temporary class nurses and health-care professionals in all things related to their social and economic welfare through education and research.
- 2.05 The promotion of the highest standards of health care.
- 2.06 The promotion of unity within the nursing profession and health-care fields through cooperation with and support of other organizations sharing these objectives.

## **ARTICLE 3 – MEMBERSHIP**

### **A. Eligibility and Entitlement**

- 3.01 (a) All registered nurses, registered practical nurses or temporary class nurses and certain health-care professionals who are eligible to engage in collective bargaining are eligible for membership in the Union.
- (b) “Health-care professionals” shall be defined as:

- (i) all Regulated Health Professionals and/or persons who, in the opinion of the Board of Directors, assume job functions traditionally held by registered and temporary class nurses;
  - (ii) all positions into which registered or temporary class nurses are hired, regardless of the duties they assume or job classification into which they are placed; and
  - (iii) any other persons who it is necessary to include in a Bargaining Unit in order to achieve or maintain bargaining rights for health-care professionals and/or registered or temporary class nurses.
- (c) The word member and used herein shall mean any person who has signed a membership application form and currently holds membership entitlements.
- (i) A member will hold membership entitlements if they are currently employed in an ONA bargaining unit and have remitted dues in the previous twelve (12) months.
  - (ii) A member shall have all the rights, privileges and obligations granted by the Union including entitlement to vote, attend meetings, to hold office or to be a candidate for office subject to any qualifications listed herein.

3.02 Members shall not be required to pay dues or assessments during their period of absence from work if the absence is due to lay off, an authorized leave of absence, long term disability, worker's compensation or a termination which has been grieved, prior to the determination of the grievance, and such non-payment of dues or assessments shall not affect membership entitlements.

3.03 A member ceases to have membership entitlements if:

- (a) the member is in arrears in the payment of required dues, assessments or fines for a period of twelve (12) months. Such member shall lose their entitlements and shall not regain their entitlements except upon payment of any unpaid dues, dues, assessments or fines.
- (b) the member has been suspended or expelled from the Union pursuant to Article 9.

**B. Fees and Dues**

- 3.04 The revenue of the Union shall be derived as follows:
- (a) Annual membership dues, as may be determined by the Union at a special meeting or Biennial Convention.
  - (b) Fees for new members, as may be established from time to time by the Board of Directors.
  - (c) Donations, grants, bequests or other forms of transfer of funds or properties from any charitable, governmental, educational or other source, which may be devoted to any specific purpose agreed to by ONA and consistent with the Objectives of the Union.
- 3.05 The Board of Directors may grant dispensations from payment of monthly dues when in its judgement such dispensations will promote the growth or interests of the Union.
- 3.06 In addition to the annual membership dues determined by the Union at a Biennial Convention or special meeting, a Chartered Local Association may establish an annual local levy or special local assessment, provided that any such local levy or assessment must be approved annually at the annual meeting of the Chartered Local Association and may be amended at a special meeting of the Chartered Local Association called in accordance with By-Law X #3.
- 3.07 The Union shall have the right to levy assessments for special purposes upon its members, provided that any such assessment must first be approved at a Biennial Convention or special meeting of the Union called for that purpose.
- 3.08 Any funds owed to the Union by a Chartered Local Association pursuant to the provisions of this constitution shall constitute a preferred claim and must be paid promptly by the Chartered Local Association each month prior to the payment of any other obligations of the Chartered Local Association.

**C. Retired Members**

- 3.09
- (a) The Union may establish a retired membership classification. The criteria for such membership shall be determined by a two-thirds ( $\frac{2}{3}$ ) majority vote by either the Board of Directors or the voting delegates at a Special Meeting or Biennial Convention.
  - (b) A retired member is one who was a member prior to retirement (either early or at a pensionable age) or is in receipt of a permanent disability pension from a long-term disability program or worker's

compensation. A member with entitlements who is hired on ONA staff is eligible to become a retired member upon their staff retirement, subject to Board and CEO approval. In special circumstances, the Board may grant retiree member status to a member who did not hold entitlements at the time of their retirement.

- (c) The retired member may participate in all assurance and benefit programs of the Union, provided that the member is eligible for participation and pays the appropriate fees directly to the Union.
- (d) There shall be no annual member dues for retired members.
- (e) Retired membership may be cancelled by the Board of Directors upon thirty (30) days' notice to the member concerned.
- (f) Retired members may participate in meetings of the Union or Chartered Local Association from which they retired but shall not be entitled to move or second motions nor vote at any such meeting; nor are they eligible to stand as a candidate for office or nominate a candidate for office.

#### **D. Student Affiliate**

- 3.10 (a) The Union may establish a student affiliate membership classification for Ontario members of the Canadian Nursing Student Association.
- (b) A student is an affiliate who is enrolled in a nursing program. An affiliate membership will automatically cease when the student is no longer involved in the nursing program and may be cancelled by the Board of Directors upon thirty (30) days' notice to the member concerned.
- (c) Student members may participate in meetings of the Union but shall not be entitled to move or second motions nor vote at any such meeting; nor are they eligible to stand as a candidate for office.

### **ARTICLE 4 – STRUCTURE**

#### **A. Geographic Regions**

- 4.01 The Union shall be divided into the following five (5) regions.

##### **Region 1**

Districts of Kenora, Rainy River, Thunder Bay, Algoma, Temiskaming, Nipissing, Cochrane, Manitoulin, City of Greater Sudbury.



**Region 2**

United Counties of Prescott and Russell, United Counties of Stormont, Dundas and Glengarry, Renfrew, Lanark, Leeds & Grenville, Frontenac, Hastings, Prince Edward County, County of Lennox & Addington, Haliburton, City of Kawartha Lakes, Peterborough, Northumberland, City of Ottawa.

**Region 3**

Regional Municipality of Durham, York, Peel, City of Toronto.

**Region 4**

Counties of Simcoe, Wellington, Dufferin, County of Brant, City of Brantford, Haldimand County, Norfolk County, City of Hamilton, Regional Municipalities of Waterloo, Niagara, Halton, District Municipality of Muskoka and District of Parry Sound.

**Region 5**

Counties of Bruce, Grey, Huron, Perth, Oxford, Middlesex, Lambton, Elgin, Essex, Municipality of Chatham-Kent.

- 4.02 The Board of Directors may, where it appears to be in the interests of the Union, order that any Chartered Local Association or any member of the Union shall, for the purposes of this Constitution, be deemed to be located in a region specified by the Board of Directors, notwithstanding the fact that any such Chartered Local Association or member of the Union is in fact located in another region.

**B. Chartered Local Associations**

- 4.03 The Union may issue a charter to any group of members of the Union, and any such group shall thereafter be referred to as a Chartered Local Association. A Chartered Local Association shall consist of one (1) or more Bargaining Units. A Chartered Local Association that consists of one (1) Bargaining Unit shall be referred to as a Single Bargaining Unit Local. A Chartered Local Association that consists of two (2) or more Bargaining Units shall be referred to as a Multi-Bargaining Unit Local. Multi-Bargaining Unit Locals shall, as much as possible, be composed of Bargaining Units from the three (3) sectors of the Union.
- 4.04 The minimum size of each Chartered Local Association shall be as close to five hundred (500) members as possible. Within certain geographic regions located in Article 4.01, extenuating circumstances may be considered for local size less than five hundred 500 members.
- 4.05 Every Chartered Local Association shall have and be governed by By-Laws as set out in the Appendix.

- 4.06 A Chartered Local Association may, by a majority vote of all members of that Chartered Local Association present at a meeting called for that purpose, merge and combine its jurisdiction, rights, privileges, duties and assets with one (1) or more other Chartered Local Association(s) provided those other Chartered Local Associations also approve the merger in the same manner.
- 4.07 Where the Union has obtained collective bargaining rights for a group or groups of new members, the Board of Directors may, with legitimate cause, by a two-thirds ( $\frac{2}{3}$ ) majority vote, after appropriate consultation with the Chartered Local Association involved, require that the group or groups of new members become members of an existing Chartered Local Association, and, on communication of that decision to the Chartered Local Association in question, the group or groups of new members shall become members of the Chartered Local Associations in question.
- 4.08 In the case of a Multi-Bargaining Unit Local, the Board of Directors may, by a two-thirds ( $\frac{2}{3}$ ) majority vote, after appropriate consultation with the Chartered Local Association(s) in question, order:
- (a) that a charter for a new Chartered Local Association be issued to specified members of the existing Chartered Local Association who belong to one or more Bargaining Units; or
  - (b) that specified members of one or more Bargaining Units within a Chartered Local Association shall become members of another existing Chartered Local Association.
- On communication of that decision to the Chartered Local Association(s) in question, the members so designated shall cease to be members of their former Chartered Local Association and shall become members of the new Chartered Local Association. The Board of Directors shall give such direction as it deems fit concerning the disposition of jurisdiction, rights, privileges, duties and assets between the Chartered Local Association(s) in question.
- 4.09 When two (2) or more employers combine to become one (1) employer the Board will consider if it is appropriate to combine all Chartered Local Associations and Bargaining Units within that employer group into one (1) Chartered Local Association and one (1) Bargaining Unit.
- In such cases, the Board of Directors shall give such directions as it deems fit to facilitate the merger.
- When two (2) or more Bargaining Units are merged to become one (1) Bargaining Unit, the Board of Directors may maintain separate sub-units within the merged Bargaining Units to represent members in internal

governance matters, if appropriate. The merged Bargaining Unit would continue to be governed by applicable legislation including the *Public Sector Labour Relations Transition Act* and the *Labour Relations Act* for labour relations, negotiations, and other statutory duties and rights of ONA as the bargaining agent.

In such cases, the separate sub-units will be considered Bargaining Units for the purposes of any relevant articles including Articles 4.03 and 4.08 of the Constitution, Section 3(a) of By-Law II only, and any applicable policies under Article 4.17.

- 4.10
- (a) All collective agreements with employers of members shall be signed and entered into by the Union as the contracting party on behalf of the members affected thereby, and the Union shall authorize a person or persons to sign any such agreements on its behalf. Any such agreement shall also be signed by one (1) or more representative(s) of those members of the Bargaining Unit(s) who are affected thereby. Any disagreement between the Union representative(s) and the Bargaining Unit as to whether any such collective agreement should be entered into shall be resolved by the Board of Directors.
  - (b) The above provisions shall also apply to Memoranda of Agreement reached at the Bargaining Unit level.
  - (c) In the event there are no Bargaining Unit representatives in place, any collective agreements or memoranda of agreements shall be signed by the Provincial President on behalf of the Bargaining Unit.

## C. Board of Directors

### (i) Composition

- 4.11 The affairs of the Union shall be managed by a Board of Directors which shall be composed of the following, each of whom shall be a member of the Union:
- (1) President;
  - (2) First Vice-President;
  - (3) One (1) Vice-President per Region (see Article 4.01 [geographic regions]).
  - (4) Treasurer.

- 4.12 (a) The term of office for the President, First Vice-President, Treasurer and the Vice-Presidents shall be three (3) years.
- (b) No member shall hold more than one (1) office or represent more than one (1) Region at the same time.
- 4.13 The President, First Vice-President, Treasurer and Vice-Presidents shall hold office from January 1 of the calendar year following the election to December 31 of the third calendar year following the election of said position, pursuant to Article 4.12.
- 4.14 The President, First Vice-President, and Treasurer shall be elected by the whole membership of the Union on the basis of one (1) vote per member of the Union.
- 4.15 Each of the five (5) geographic regions listed in Article 4.01 shall elect one (1) Vice-President in and from that specific geographic region. Each Vice-President shall be elected on the basis of one (1) vote per member in the geographic region from which the Vice-President is being elected. At the December Board meeting following the election of the new Vice Presidents, the new Board shall determine from amongst themselves one (1) Vice-President to fill each of the portfolios included in Article 4.19 but not limited to those portfolios. The new Board will ensure that each Vice-President carries at least one (1) portfolio, and that all portfolios identified, as required, are filled.
- 4.16 In order to be eligible to be nominated and stand for election and hold a position on the Board of Directors, a member must have first served at least one full term in one of the following Local Executive or Bargaining Unit Leadership Team positions (or equivalent as determined by the Election Team):
- Local Coordinator;
  - Bargaining Unit President;
  - Bargaining Unit Vice-President;
  - Grievance Chair; or,
  - Local Treasurer.
- (ii) **Responsibilities**
- 4.17 The Board of Directors shall have the power and authority to make policies consistent with this Constitution that relate to the administration of the affairs and activities of the Association.

- 4.18 The Board of Directors shall have the power and authority to make policies consistent with this Constitution that may limit the rights, privileges and obligations of members of the Association where members are in an actual or potential conflict of interest with the purpose and objectives of the Association. Conflicts of interest shall be determined on a case-by-case basis and include a conflict of interest for the purpose of the *Labour Relations Act* (Ontario).
- 4.19 The affairs of the Board of Directors shall be divided into specific portfolios, which will include but are not limited to:
- (1) Communications/Government Relations and Student Liaison, Provincial Negotiations and Constitutional Meetings
  - (2) Local Campaigns
  - (3) Local Finance
  - (4) Anti-Racism, Equity & Human Rights
  - (5) Professional Issues
  - (6) Occupational Health and Safety
  - (7) Contract Administration
  - (8) Education and Events
- 4.20 The portfolio of Communications/Government Relations and Student Liaison, Provincial Negotiations and Constitutional Meetings shall be held by the President, and the portfolio of Local Campaigns shall be held by the First Vice-President. The portfolio of Local Finance shall be held by the Treasurer.
- 4.21 The duties of the Directors of the Union shall be as follows:
- (a) President**
- The President shall preside at all meetings of the Board of Directors, the Biennial Convention, all special meetings and all sector and joint sector meetings. The President shall be the head of the Union and shall carry out the policies, and work toward the objectives of, the Union. In particular, the President, on behalf of the Board of Directors, shall maintain close and regular contact with the Local Coordinators and, in conjunction with the Local Coordinators, ensure that information is made available to members and that members have meaningful input into the affairs of the Union.

**(b) First Vice-President**

The First Vice-President shall preside at all meetings where the President is absent. The First Vice-President shall carry out the policies and work toward the objectives of the Union and shall be charged with the responsibility and duties of the portfolio of Political Action.

**(c) Vice-Presidents**

The Vice-Presidents shall carry out the policies and work toward the objectives of the Union. Each Vice-President shall be charged with the responsibility and duties associated with their particular portfolio(s) and region; chair any committees associated with their portfolio(s); coordinate all membership activities related to their portfolio(s) and serve as the liaison between the Board of Directors and the Local Coordinators, Bargaining Unit Presidents and membership for all matters related to their portfolio(s).

**(d) Treasurer**

The Treasurer shall carry out the policies and work toward the objectives of the Union. The Treasurer shall ensure Local membership dues are spent with integrity by assisting Local Executives in developing strategic budgeting practices and aligning Local financial policies with provincial financial policies so that the fiduciary requirements of the Locals are met. The Treasurer shall provide guidance and support to Local Treasurers, review summaries of Local Audits, approve supplemental funding requests and liaise with staff regarding financial education and resource development.

4.22 Any Director who shall for any reason cease to hold office shall forthwith turn over to the Board of Directors all documents, records, books, furniture, funds, chattels, assets and other property of the Union then in their possession, within fourteen calendar days.

4.23 In the event that the President, First Vice-President, Treasurer or a Vice-President should resign, die, be removed from office pursuant to Article 4.24 or 4.25, or otherwise cease to act, the Board of Directors shall immediately arrange for an election to fill the vacant position.

In the event of the resignation, death or removal from office of the President, First Vice-President or Treasurer, the Board of Directors will appoint another member of the Board of Directors to fill the vacant position on an interim basis until the election process has been completed.

- 4.24 The President, First Vice-President or Treasurer may be removed from office before the expiry of their elected term for conduct contrary to the ONA Constitution or the duties of their office following a two-thirds ( $\frac{2}{3}$ ) vote of the Board of Directors. Prior to conducting such a vote, the Board shall provide notice to the President, First Vice-President or Treasurer of any allegations or reasons leading to the calling of the vote and shall provide an opportunity for the affected Board member to provide a response.
- 4.25 A Vice-President may be removed from office before the expiry of their elected term for conduct contrary to the ONA Constitution or the duties of their office following a request by no less than two-thirds ( $\frac{2}{3}$ ) of the Local Coordinators, or their nominees, of the Chartered Local Associations in the region in question vote in favour of that removal at a meeting called by the Board of Directors upon the written request of at least one-third ( $\frac{1}{3}$ ) of the Chartered Local Associations in the region. Such request of the Chartered Local Associations must set out any allegations or reasons underlying the request for the vote. The affected Vice-President shall be provided an opportunity to respond to the allegations in writing and their response will be made available to the Chartered Local Associations prior to the vote.
- 4.26 The Board of Directors shall be responsible for the administration of the affairs and activities of the Union when the Union is not in meeting.
- 4.27 The Board of Directors shall be responsible for the formulation and development of the general collective bargaining objectives of the Union and the dissemination of the priorities and objectives to the members.
- 4.28 When not in session, the Board of Directors shall act or meet by letter, telephone, e-mail, or any form of electronic communication, on all matters of any nature requiring action by the Board of Directors. When the President or any other member of the Board of Directors desires that the Board of Directors take action, the President shall contact the other members of the Board of Directors by letter, telephone, e-mail or any form of electronic communication. Any action so taken by the Board of Directors shall constitute action of the Board of Directors as though in formal session and shall be reviewed at the next meeting of the Board of Directors and shall be a part of the minutes thereof.
- 4.29 To the extent necessary for the proper functioning of the Union, the Board of Directors or, with its authorization, the Chief Executive Officer shall employ, retain, direct, or fix compensation for staff personnel, consultants from legal, accounting and other professional personnel, and engage and pay for the use of premises and equipment.
- 4.30 No monies of the Union shall be expended without the authorization of the Board of Directors or of such person or persons as the Board of Directors

may authorize for this purpose or of a meeting of the Union, and the manner in which monies may be withdrawn or cheques issued by the Union shall be determined by the Board of Directors.

- 4.31 (a) The Board of Directors shall have full power and authority to set up committees of the Union and to determine the manner in which the chairperson and members of each committee shall be chosen from the members of the Union. Expression of interest forms shall be considered. The Board of Directors may delegate any of its powers to any such committee. These committees shall be subject to any restrictions or regulations imposed upon them by the Board of Directors. Where the members of a committee are elected by the general membership, the committee shall complete the term and task for which it was elected and shall report to membership.
- (b) Every member of any such committee who shall for any reason cease to be a member of that committee shall forthwith turn over to the Board of Directors all documents, records, books, furniture, funds, chattels, assets and other property of the Union then in the member's possession and pertaining to that committee, within fourteen (14) calendar days.

**(iii) Meetings**

- 4.32 The Board of Directors shall meet at the call of the President or at the request of no fewer than three (3) members of the Board of Directors made in writing to the President. Subject to the provision of Article 4.33, in any event the Board of Directors shall meet at least once in every three (3) month period.
- 4.33 The time and place of meetings of the Board of Directors shall be determined by the President, provided that any meeting requested by no fewer than three (3) members of the Board of Directors pursuant to the provisions of Article 4.32 shall be held within thirty (30) days of the receipt by the President of such request. Every Director shall be given at least fourteen (14) days' notice of such meetings, the notice to be in writing and to be sent by prepaid regular mail, facsimile transmission, e-mail or hand delivery. Such notice shall be deemed to have been received: in the case of regular mail on the seventh (7<sup>th</sup>) day after the date on which it was mailed; in the case of facsimile transmission or e-mail at the time of transmission; and in the case of hand delivery at the actual time of delivery. If regular mail service is not in operation, notice of such meeting shall be given by telephone or any expedient method of communication to be followed by a written notice when mail service resumes, if applicable.



- 4.34 Two-thirds ( $\frac{2}{3}$ ) of the members of the Board of Directors shall constitute a quorum for the transaction of business.
- 4.35 Unless otherwise provided in the Constitution, any question arising at a meeting of the Board of Directors shall be decided by a majority vote of the Directors. Voting shall be by a show of hands unless a poll is requested. Each member of the Board of Directors shall be entitled to one (1) vote on each question which is voted upon at a meeting where the member is present, provided that in the case of a tie the chairperson shall be entitled to a casting vote in addition to the chairperson's vote as a member of the Board.
- 4.36 Minutes of all meetings of the Board of Directors shall be made available by the President to each Chartered Local Association at its request.

## **ARTICLE 5 – CHIEF EXECUTIVE OFFICER**

- 5.01 A Chief Executive Officer shall be appointed by and responsible to the Board of Directors. The appointment or re-appointment of the Chief Executive Officer shall be subject to the approval, by vote, of at least two-thirds ( $\frac{2}{3}$ ) of the members of the Board of Directors.
- 5.02 The Chief Executive Officer shall, subject to the supervision and control of the Board of Directors:
- (a) act as Secretary of the Board of Directors;
  - (b) act generally as an executive officer of the Union and the Board of Directors, and shall carry out the policies established by the Board of Directors pertaining to the management and administration of the affairs of the Union including the preparation and custody of records, minutes and books of account, the collection and custody of funds of the Union and their expenditure, the arrangements for the auditing of the accounts annually by the auditors, the preparation of financial statements for the Board of Directors and the biennial meeting of the Union;
  - (c) to the extent authorized by the Board of Directors pursuant to the provision of Article 4.29, be responsible for all matters relating to staff, administrative personnel, premises and equipment;
  - (d) assist and coordinate any committees of the Union;
  - (e) be a member without voting rights of all committees of the Union;

- (f) keep a correct record of the names and addresses of the officers of each Chartered Local Association.
- 5.03 The Chief Executive Officer shall require the approval of two-thirds ( $\frac{2}{3}$ ) of the Board of Directors before retaining Consultant services.
- 5.04 At no time shall a member of the Board of Directors serve as the Chief Executive Officer. In the event it is necessary to appoint an interim Chief Executive Officer, the Board of Directors shall make such interim appointment from members of the senior management team.

## **ARTICLE 6 – MEETINGS**

### **A. Biennial Convention**

- 6.01 The Union shall hold a Convention every second year in the month of November (subject to hotel availability). The date, time and location of the next Biennial Convention shall be announced at each Biennial Convention. The Biennial Convention shall consider, and vote upon, all proposed Constitutional amendments and resolutions and the establishment of monthly dues that have been properly brought before the Convention pursuant to the provisions of the Constitution.
- 6.02 At any time up to ninety-five (95) days prior to the date of the Biennial Convention a member may submit in writing to the Chief Executive Officer a proposed constitutional amendment or resolution. It shall be signed by the member. The Board of Directors shall have the right to submit any constitutional amendment or resolution to the Chief Executive Officer at any time up to the date of the meeting.
- 6.03 The Chief Executive Officer, or designate, in consultation with the Governance and Nominations Committee, shall:
  - (a) Receive and prepare constitutional amendments and resolutions for submission to the Biennial Convention or a special meeting;
  - (b) Have the power to give preference to an affirmative resolution over a negative one with respect to the same subject matter after consultation with, and the agreement of, the proposer;
  - (c) Have the power to eliminate duplications after consultation with, and the agreement of, the proposer;

- (d) Have the power to edit constitutional amendments and resolutions, provided that the purport and intent is not changed, after consultation with, and the agreement of, the proposer;
- (e) Have the power to determine the order in which constitutional amendments and resolutions will be presented to the Biennial Convention;
- (f) In consultation with legal counsel, have the power to declare an amendment or resolution beyond the power of the meeting; and
- (g) Where the Chief Executive Officer has declared an amendment beyond the power of the Biennial Convention, the reasons for the decision shall also be provided to the Chartered Local Association.

6.04 The Chief Executive Officer shall send to each Chartered Local Association, at least forty-five (45) days before the Biennial Convention, formal notice of the date, time and place of the Biennial Convention. The notice shall specify all the subjects to be considered at the Biennial Convention and shall include the full text of all proposed constitutional amendments and resolutions and the supporting data for the amendments, if any.

6.05 The provisions of Articles 6.03 and 6.04 shall apply, with the necessary modifications, when a special meeting is called to consider a proposed constitutional amendment.

6.06 The President shall act as chairperson of the Biennial Convention but shall not have a vote.

6.07 (a) Save with respect to elections and sector meetings, each voting delegate shall be entitled to a number of votes which shall be based upon the membership of the Chartered Local Association by whom the member was appointed or elected as a voting delegate and shall be calculated pursuant to the following formula:

<u>Number of Members</u>	<u>Number of Votes</u>
One (1) to Five Hundred (500)	One (1)
Five Hundred and One (501) to One Thousand (1000)	Two (2)
One Thousand and One (1001) to One Thousand Five Hundred (1500)	Three (3)

One Thousand Five Hundred and One (1501) to  
Two Thousand (2000) Four (4)

For every Five Hundred (500) members, or part  
thereof, over Two Thousand One (1)

(b) For the purposes of Article 6.07 (a), the number of members of the Chartered Local Association shall be the number recorded by the Union as of the date forty-five (45) days prior to the commencement of the meeting at which the votes are to be cast.

(c) Every Chartered Local Association shall be advised in the notice of meeting of the number of votes to which it will be entitled at the meeting. Any Chartered Local Association which disagrees with the number of votes assigned to it may appeal on or before the fifteenth (15<sup>th</sup>) day prior to the meeting, to the Chief Executive Officer whose decision shall be final for the purpose of that meeting.

(d) At sector meetings each voting delegate shall be entitled to one (1) vote.

6.08 The Board of Directors collectively shall have one (1) vote at the Biennial Convention. That vote shall be exercised by the First Vice-President or designate.

6.09 Two-thirds ( $\frac{2}{3}$ ) of the members entitled to vote at the Biennial Convention shall constitute a quorum for the transaction of business.

6.10 The Constitution may be amended or altered only by a two-thirds ( $\frac{2}{3}$ ) majority vote at a Biennial Convention, or a special meeting called for that purpose.

6.11 Unless otherwise specified, any decision taken at a meeting of the Union shall take effect forthwith at the conclusion of the meeting.

6.12 Each Chartered Local Association and collectively, the Board of Directors, shall be entitled to one (1) vote in any vote called for the purpose of directly or indirectly amending the voting structure of the Union and there shall be no voting by proxy.

6.13 Any member of the Union may attend and speak at a Biennial Convention. In the event there is inadequate space to accommodate all members who want to attend then admission for members shall be on a first come first serve basis.

- 6.14 Each Chartered Local Association shall be entitled to one (1) voting delegate, who shall be the Local Coordinator or designate and one (1) alternate voting delegate who shall be the First Vice-Coordinator or designate.

**B. Special, Sector, Joint Sector and Provincial Leadership Meetings**

- 6.15 A special meeting of the Union may be called at any time at the request of at least three (3) members of the Board of Directors or at least one-half (½) of the Local Coordinators. The request shall be in writing, signed by the requisite number of Directors or Local Coordinators and served upon the President of the Union. The request shall specify the subjects to be considered at the special meeting. The time and place of the special meeting shall be fixed by the Board of Directors, but the meeting shall be held no later than forty-five (45) days from the date of receipt of the request by the President.

- 6.16 The provisions of Articles 6.06, 6.07, 6.08, 6.09, 6.10, 6.11 and 6.14 shall apply to special meetings.

- 6.17 Every Chartered Local Association shall be given at least twenty (20) days' notice of a special meeting, the notice to be sent by e-mail to the Local Coordinator and Secretary of each Chartered Local Association. The Local Coordinator and Secretary of each Chartered Local Association shall make every effort to inform the members of the Chartered Local Association of the special meeting. If e-mail service is not in operation, notice of such meeting shall be given by telephone or any expedient method of communication.

- 6.18 The notice of special meetings shall specify the subjects to be considered at the meeting, and, only such subjects as are specified in the notice can be considered and acted upon at that meeting.

- 6.19 The Union may also hold sector and joint sector meetings. There are three (3) sectors of the Union: hospitals, community health and homes. A sector meeting is a meeting of the representatives of the Bargaining Units in any one (1) of the sectors. A joint sector meeting is a meeting of the representatives of the Bargaining Units of two (2) or more sectors. Sector and joint sector meetings may be called for the purpose of conveying information, or to discuss collective bargaining. Voting at these meetings could include direction on the broad principles of Collective Bargaining.

There shall be a Provincial Leadership Meeting of all three (3) sectors of the Union held annually in the Toronto area in the first or second quarter of each year.

- 6.20 A sector or joint sector meeting may be called at any time and place by a majority vote of the Board of Directors or by a request in writing, signed by a

majority of the Board of Directors. Any such vote or request shall specify the subjects to be considered at the meeting.

- 6.21 Every Chartered Local Association shall be given at least twenty (20) days' notice of sector and joint sector meetings, or such lesser notice period as the Board of Directors may specify in its vote or request for the meeting. The notice shall be sent by e-mail to the Local Coordinator, and Secretary, of each Chartered Local Association.

If e-mail service is not in operation, notice of such meeting shall be given by telephone or any expedient method of communication.

- 6.22 The notice of meeting shall specify the subjects to be considered at the meeting.

- 6.23 Attendance at a sector or joint sector meeting, shall be confined to the Local Coordinator and one (1) representative from each Bargaining Unit, and up to eight (8) observers from each Chartered Local Association if local budgeting allows. The representatives and the observers, if any, shall be named by the Executive Committees of the Chartered Local Association.

- 6.24 Any other member of the Union may attend and speak at a special, sector, joint sector or Provincial Leadership Meeting subject to space availability. In the event there is inadequate space to accommodate all members who want to attend, then admission for members shall be on a first come first serve basis.

- 6.25 At sector meetings each voting delegate shall be entitled to one (1) vote. The provisions of Articles 6.06, 6.08 and 6.09 shall apply to sector meetings.

### **C. Area Coordinators Conferences**

- 6.26 The Local Coordinator of each Chartered Local Association and each Regional Vice President within each of the five (5) geographic regions listed in Article 4.01 shall attend an Area Coordinators Conference for their region at least three (3) times each year. The meetings shall be held in February, May and October for the purpose of information sharing and dialogue on issues that have a regional impact and the identification of issues that have a provincial impact. The date and location of the next meeting shall be announced at each meeting. Information Technology innovations, such as teleconferencing, may be utilized for attendance at such meeting.

- 6.27 The Area Coordinators Conferences shall be chaired by one or more of the Local Coordinators on a rotating basis. The first Area Coordinators Conference within each region shall fix a rotation schedule for the chair of the meetings and thereafter that schedule shall be followed unless it is subsequently

amended. The designated chairperson for each Area Coordinators Conference shall be responsible for organizing all logistical services necessary to conduct the meeting.

- 6.28 At least ten (10) days prior to the meeting the designated chairperson of the meeting shall prepare a written agenda and circulate it to all Local Coordinators and the Vice-President within the region. Any Local Coordinator may have an item included on the agenda by submitting it in writing to the chairperson at least fifteen (15) days prior to the meeting.
- 6.29 The Area Coordinators Conferences shall be open to all members within the geographic region for which the meeting is being held provided the member notifies the chairperson. Additional space for observers shall be allocated on a first come first serve basis.
- 6.30 (a) Minutes and the action plan of each Area Coordinators Conference shall be prepared and distributed to all Local Coordinators, Bargaining Unit Presidents and the Vice-President within that geographic region within four (4) weeks of the date of the meeting. They will also be made available, on request, to any member within the region and to Local Coordinators from other regions.
- (b) Area Coordinator Conference Report Back/Action Plans will be submitted to the Office of the President by the Area Coordinators scribe within seven (7) to ten (10) days of the Area Coordinators Conference.
- 6.31 The Area Coordinators Conferences shall be funded provincially for meeting room rental, non-alcoholic beverages and audio-visual equipment.

**D. Provincial Coordinators Meetings**

- 6.32 The Coordinators of all Chartered Local Associations shall attend a Provincial Coordinators Meeting at least two (2) times a year in June and November for the purpose of information sharing and dialogue on provincial issues. The Board of Directors shall also attend this meeting. One (1) meeting per year will be held with the location to rotate between regions and be announced one year in advance. The date and location of the next meeting shall be announced at each meeting. In the year that a Biennial Convention is held, the November Provincial Coordinators Meeting shall be combined with the Biennial Convention.
- 6.33 At least ten (10) days prior to the meeting the chairperson shall prepare an agenda which will include the quarterly financial reports along with variance reports and quarterly balances and circulate it to all Local Coordinators and the Board of Directors. Any Local Coordinator or Director may have an item

included on the agenda by submitting it in writing to the chairperson at least fifteen (15) days prior to the meeting.

- 6.34 (a) At each Provincial Coordinators meeting a financial report will be presented to the Local Coordinators for the purpose of discussion and dialogue.
- (b) Voting at the Provincial Coordinators Meetings may be on motions, direction or recommendations to the Board of Directors. All recommendations shall require a majority to pass. Each Chartered Local Association shall have one vote which shall be exercised by the Local Coordinator or, in the absence of the Local Coordinator, the First Vice-Coordinator. The members of the Board of Directors will be allowed to participate fully in the meeting but will not have a vote.
- 6.35 Thirty (30) days prior to the November Provincial Coordinators Meeting or Biennial Convention, all Local Coordinators will be provided with the next year's budget.
- 6.36 The Provincial Coordinators Meeting shall be chaired by the Provincial President or designate but the chair shall not have a vote.
- 6.37 Two-thirds ( $\frac{2}{3}$ ) of the Local Coordinators, or in their absence, the First Vice-Coordinator, registered to the Provincial Coordinators Meeting shall constitute a quorum for the transaction of business.
- 6.38 The Provincial Coordinators Meeting will be open to the membership at large based on space available and criteria established by the Board of Directors.
- 6.39 The action plan and highlights from the Provincial Coordinators Meetings shall be prepared and distributed to all Local Coordinators, Bargaining Unit Presidents and the Board of Directors. The action plan shall be available on request to any member of the Union. A highlight summary of the Provincial Coordinator Meeting will be prepared and will be circulated to the Local Coordinators and Bargaining Unit Presidents within four (4) weeks of the date of the meeting.

#### **E. Rules of Procedure and Order of Business at Meetings of the Union**

- 6.40 Unless otherwise specified in this Constitution the rules of procedure and order of business governing all meetings of the Union shall be as follows:
  - (a) In the absence of or at the request of the President, the First Vice-President shall take the chair at the time specified and shall act as chairperson. In the absence of both the President and the First Vice-



President, a chairperson shall be elected by a show of hands by the members entitled to vote at a meeting.

- (b) The chairperson shall conduct the business of the meetings in the following order, unless otherwise authorized by a majority vote at the meeting:
  - (i) Land Acknowledgement
  - (ii) Adoption of Agenda
  - (iii) Reading of Minutes
  - (iv) Matters Arising from the Minutes
  - (v) Constitutional Amendments and Resolutions
  - (vi) Report of the Board of Directors
  - (vii) Reports of Committees
  - (viii) Financial Report
  - (ix) Unfinished Business
  - (x) New Business
  - (xi) Nominations, Elections and Appointments
  - (xii) Communications
  - (xiii) Adjournment
- (c) No matter of a sectarian character shall be discussed.
- (d) When a member wishes to speak, the member shall proceed to one of the microphones provided for that purpose. When recognized by the chairperson, the member's name shall be given and the number of the Chartered Local Association to which the member belongs and shall confine remarks to the question at issue.
- (e) Only those members accredited to vote at the meeting may move and second a motion.
- (f) Speeches shall be limited to three (3) minutes except in moving a motion when the member shall be allowed five (5) minutes.
- (g) A member shall not speak more than once upon a subject until all who wish to speak have had an opportunity to do so.
- (h) A member shall not interrupt another except to raise a point of order.

- (i) When a member is called to order, the member shall, at the request of the chairperson, be seated until the question of order has been decided.
- (j) Should a member persist in unparliamentary conduct, the chairperson shall name the member and subject the member's conduct to the judgment of the meeting. In such case, the member whose conduct is in question shall explain the member's conduct and then withdraw, and the meeting will determine what course to pursue in the matter.
- (k) Before a question is put, the chairperson shall announce the question and shall then ask whether the meeting is ready for the question.
- (l) A motion to put the question may be moved by any voting delegate. The motion is not debatable and cannot be amended. If the motion to put the question is defeated, debate shall continue on the original motion and a vote on the original motion may be held in the normal course of the meeting.
- (m) Any two (2) members may appeal the decision of the chair. The chairperson shall then ask whether the decision of the chair shall be sustained. The question shall not be debatable except that the chairperson may make an explanation of the decision, and the decision of the meeting shall be binding.
- (n) Committees may combine resolutions or prepare a composite to cover the intent of the question at issue. Reports of the committees are not subject to amendment except such as is acceptable to the committee, provided that any resolutions contained in such a report shall be considered by the meeting separately from the remainder of the report and may be amended in whole or in part.
- (o) Any motion arising from a committee report may be referred back to the committee for further study.
- (p) A motion to reconsider may be moved by any voting delegate.
- (q) In all matters not regulated by these rules of procedure, Bourinot's Rules of Order shall govern.

## **ARTICLE 7 – ELECTIONS**

### **A. Election of the Board of Directors**

- 7.01 Elections for the office of President, First Vice-President, Treasurer and the five (5) Vice-Presidents shall be held on November 1 every three (3) years commencing in 2021. If that date should fall on a Saturday or Sunday, then the election shall be held on the immediately following Monday. Should electronic voting, mail-in balloting or similar alternative to Bargaining Unit polling stations be employed, then voting shall be for a period of time determined by the Board of Directors at their discretion but concluding no later than midnight November 1.

Where a vacancy occurs on the Provincial Board of Directors in between regular elections, the Board is authorized to hold a mid-term election in a manner consistent with ONA's Constitution and Policies in which case the Chief Executive Officer, in consultation with the Board of Directors, may, in the event of an interim election, modify the timelines under Article 7, including Articles 7.02, 7.05 and 7.07 as appropriate.

- 7.02 The Chief Executive Officer, or designate, shall prepare nomination forms for the position of President, First Vice-President, Treasurer and Vice-President and send them to the Local Coordinator, Secretary and all Bargaining Unit Presidents of each Chartered Local Association at least sixty (60) days prior to the election date.
- 7.03 Upon receipt of the nomination forms the Local Coordinator and Secretary of each Chartered Local Association and all Bargaining Unit Presidents shall make every reasonable effort to inform the members of the Chartered Local Association, including posting the Call for Nominations, that an election has been scheduled for these positions and the Chief Executive Officer will receive nominations pursuant to this Article.
- 7.04 (a) Each nomination for President, First Vice-President and Treasurer submitted shall be on a proper nomination form setting out their qualifications and bearing the signatures of five (5) members of the Union and the consent in writing of the nominee stating that the member will accept office if elected.
- (b) (i) A member running for Vice-President can only be a candidate in a region in which they are currently employed.
- (ii) Each nomination for Vice-President submitted shall be on a proper nomination form setting out their qualifications and bearing the signatures of five (5) members of the Region for which the member is a candidate and the consent in writing of

the nominee stating that the member will accept office if elected.

- 7.05 Nominations shall be accepted by the Chief Executive Officer until 1600 hrs on the forty-fifth (45<sup>th</sup>) day before the election date, or first day of the election period, if applicable.
- 7.06 The Chief Executive Officer or designate shall verify that each candidate has been nominated in accordance with this Constitution and that the consent in writing of each candidate to stand for election has been submitted and shall prepare a ballot bearing the names of the nominees for each office. The Chief Executive Officer or designate shall retain discretion to refer any discretionary decisions regarding nomination issues to the Election Team, where they deem it appropriate.
- 7.07 The list of candidates so prepared shall thereafter be known as the Ticket of Nominations and a copy signed by the Chief Executive Officer shall be sent, not later than thirty (30) days prior to the date of the election, to the President of the Union and posted on the ONA website.
- 7.08 The filing of a copy of the Ticket of Nominations with the President of the Union shall constitute the official nomination of the parties therein named.
- 7.09 Any member who consents to stand for election may withdraw such consent by sending a written withdrawal to the Chief Executive Officer. If the withdrawal is received after the Ticket of Nominations has been sent to the Local Coordinator and Secretary of each Chartered Local Association and Bargaining Unit President(s), the Ticket of Nominations will be amended to reflect the withdrawal, including the date of the written withdrawal.
- 7.10 If no person is willing, qualified and able to stand for election, nominations for said position or positions shall be accepted from the floor at the first available Area Coordinators Conference, Provincial Coordinators' Meeting or Biennial Convention. Each nomination shall be made, and elections shall be held pursuant to Article 7.02 through 7.13.
- 7.11 All elections shall be held by secret ballot. The method of voting or balloting, which may include electronic voting, mail-in ballots or any other method which will preserve the secrecy of the balloting, will be determined from time to time by the Board of Directors.
- 7.12 If the Board of Directors determines to conduct the ballot within each bargaining unit:

- (a) The Chief Executive Officer shall ensure that one (1) polling station is available for each Bargaining Unit. The voting hours shall be at the discretion of the Bargaining Unit and the results shall not be tabulated until all polls have closed. All members must have an equal opportunity to vote. Where distance prevents all persons from exercising their right to vote, a mail-in secret ballot vote may be conducted.
- (b) The Chief Executive Officer shall ensure that up to four (4) members of the Union per polling station are available to act as scrutineers. No candidate for office can be named as a scrutineer.
- (c) The Chief Executive Officer shall furnish to the scrutineers a certified list of the members entitled to vote in the election.
- (d) The scrutineers shall arrange for the holding of any vote and shall distribute, collect and count ballots. The scrutineers shall compile a list specifying the votes received by each candidate and shall report the list in writing to the Chief Executive Officer. The person with the greatest number of votes for each position being contested shall be declared by the Chief Executive Officer to be elected for the ensuing term which shall commence January 1 following the conclusion of the election.

7.13 Any candidate may request a recount of the votes by facsimile, e-mail or telephone call to the Chief Executive Officer within forty-eight (48) hours of the close of voting. This notice shall be followed by a written notice within two weeks. If the method of balloting selected is to conduct a ballot within each bargaining unit, the votes shall be counted again by the scrutineers who shall report the results of the recount to the Chief Executive Officer and the candidates involved. If another method of balloting is selected, the votes shall be recounted in the same manner as they were originally counted. The person found to have the greatest number of votes as a result of the recount shall be deemed to be elected.

**B. Election Team**

7.14 The Union shall have an Election Team.

7.15 The Election Team shall have five (5) members. One member shall be elected/selected from each of the Union's five (5) geographic regions.

7.16 The Election Team shall be elected/selected every three years by the Local Coordinators at the October Area Coordinator Conference for each region from among those members who have submitted an Expression of Interest form.

Expression of Interest forms for the following term must be received by the Chief Executive Officer by no later than September 30 of that year.

- 7.17 The term of a member's appointment to the Election Team shall be for three (3) years.
- In the event that there is a vacancy on the Election Team following the election/selection, the Chair of the Election Team may appoint a member from the applicable region to fill the vacancy.
- 7.18 The Election Team shall be chaired by a retired member of the Board of Directors.
- 7.19 Any member who wishes to make a complaint that the Union's Election Policy has been breached shall promptly do so in writing to the Election Team providing as much detail as possible. The Election Team shall investigate all complaints. The investigation shall be appropriate to the circumstances. If, following a complaint or on its own notice, the Election Team is satisfied that the Election Policy has been breached by one or more members, it may take such action(s) it considers appropriate in accordance with Union Policy including but not limited to removal from the ballot. In addition to any action(s) taken in accordance with Union Policy, the Election Team may refer the matter directly to the Board of Directors for a hearing pursuant to Article 9. When such a referral is made, the Election Team shall be the complainant for the purposes of pursuing the complaint.
- 7.20 The Election Team shall meet and discuss each year's election process and may make recommendations to the Board of Directors.
- 7.21 The Chief Executive Officer shall serve as Chief Electoral Officer.

## **ARTICLE 8 – FINANCES**

- 8.01 The fiscal year of the Union shall be January 1 to December 31 unless otherwise designated by the Board of Directors. There shall be an auditor of the Union who shall not be a member or employee of the Union and shall be a chartered accountant. The auditor shall be appointed at a Biennial Convention and may not be dismissed except with the approval of a Biennial Convention or special meeting. In the event that the auditor should resign or otherwise be unable to carry out their duties, the Board of Directors shall appoint a new auditor until the following Biennial Convention. The auditor shall conduct an audit once every year and the report shall be presented annually to the Biennial Convention or November Provincial Coordinators Meeting.

## **ARTICLE 9 – DISCIPLINE**

- 9.01 (a) Any member who shall be guilty of conduct detrimental to the advancement of the purposes of or reflecting discredit upon the Union shall be subject to expulsion, suspension, fine or reprimand after a fair hearing conducted by the Disciplinary Panel in accordance with its policy.
- (b) Members found guilty of conduct set out in 9.02 (l) shall be subject to a fine of up to two (2) times the value of the union resources misappropriated.
- (c) Any member found guilty of conduct set out in 9.02 (m) shall receive the following discipline:
- (i) Loss of all membership entitlements.
- (ii) Loss of coverage under the Legal Expense Assistance Plan (LEAP).
- (iii) A fine as determined by the Disciplinary Panel.
- (d) After a five (5)-year period a member may apply to the Board of Directors in writing for reinstatement of their membership entitlements and LEAP coverage. Decisions on reinstatement shall be at the discretion of the Board of Directors.
- 9.02 For greater certainty, but not so as to restrict the generality thereof, conduct detrimental to the advancement of the purposes of or reflecting discredit upon the Union, shall be deemed to include:
- (a) Violating any provision of the Constitution of the Union or of the By-Laws of a Chartered Local Association.
- (b) Engaging in any activity or course of conduct contrary or detrimental to the welfare or best interests of the Union or of a Chartered Local Association.
- (c) Engaging in dual unionism or in a secessionist movement which has for its purpose the fostering of a rival organization.
- (d) Urging or advocating that a member or Chartered Local Association start or institute any action relating to Union or Chartered Local Association business in a court of law against the Union or another Chartered Local Association without first exhausting all remedies

available under the Constitution of the Union and under the By-Laws of a Chartered Local Association.

- (e) Obtaining membership through fraudulent means or by misrepresentation, either on the part of the member or others interested.
- (f) Revealing information about the affairs of the Union or of any Chartered Local Association to a person or persons not entitled to such knowledge in a manner detrimental to the welfare or best interests of the Union or Chartered Local Association.
- (g) Causing or advocating a stoppage of work because of any alleged grievance or dispute in violation of any existing collective agreement or without the consent of the Board of Directors.
- (h) Wilfully circulating false or defamatory statements or reports concerning members of the Union or Chartered Local Associations or the activities thereof including through electronic communications by sending messages, images, commentary, posting on social media or other forms of online communication.
- (i) Bringing false charges under this Article without reasonable grounds for believing such charges to be true.
- (j) Wilfully engaging in any acts or course of conduct which are inconsistent with the collective bargaining process, or which constitute a breach of an existing collective bargaining agreement.
- (k) Wilfully engaging in acts of harassment and/or discrimination as defined under the *Human Rights Code or Occupational Health and Safety Act* including through electronic communications by sending messages, images, commentary, posting on social media or other forms of online communication.
- (l) Misappropriation of union resources.
- (m) Crossing a picket line established by the Union or working for an employer at which the Union is on strike or lockout without the consent of the Board of Directors.
- (n) Breaching the Union's Election Policy.



## **ARTICLE 10 – ADMINISTRATION**

- 10.01 (a) In any situation in which there is a reason to believe that a Chartered Local Association is unable or unwilling to elect a Local Coordinator of that Chartered Local Association, or that a Chartered Local Association has adopted or undertaken policies or activities contrary to the principles and policies of the Union, the Board of Directors shall have the power upon a two-thirds ( $\frac{2}{3}$ ) majority vote of the Board of Directors to take any one or more of the following steps:
- (i) to conduct an investigation into the affairs of the Chartered Local Association;
  - (ii) to require the Chartered Local Association to amend and rectify any policies or activities contrary to the principles and policies of the Union;
  - (iii) to suspend the charter of the Chartered Local Association on such terms and conditions as the Board of Directors may see fit;
  - (iv) to appoint an Administrator or Administrators for the Chartered Local Association.
- (b) When the Board of Directors makes any of the orders provided for in this Article because a Chartered Local Association is unable or unwilling to elect a Local Coordinator of that Chartered Local Association, any such order shall be revoked by the Board of Directors forthwith after the Board of Directors has been notified of the election of a Local Coordinator of the Chartered Local.
- (c) When the charter of the Chartered Local Association is suspended or an Administrator or Administrators are appointed pursuant to the provisions of this Article, the Provincial President or designate shall call a special meeting of the Chartered Local Association to be held within thirty (30) days of the aforementioned suspension or appointment. At this meeting one (1) or more representatives of the Union shall explain so far as is possible the reasons for the aforementioned suspension or appointment and the Chartered Local Association shall be entitled to a fair hearing before the Board of Directors within six (6) months. Requests for a hearing must be made within 30 days after the meeting of the Chartered Local Association.
- 10.02 (a) Where the Board of Directors makes any of the orders provided for in Article 10.01 (a) or when a Chartered Local Association dissolves, secedes or voluntarily surrenders its charter, the Board of Directors may order that all funds and properties of any nature held by the

Chartered Local Association shall revert to the Union to be held in trust for a period of two (2) years for the purpose of effecting a reorganization of the said Chartered Local Association. If such reorganization is effected, such funds and properties of the Chartered Local Association shall be reinvested with the Chartered Local Association for its use and benefit. If the Chartered Local Association is not reorganized within a period of two (2) years, such funds and properties shall revert to the general funds of the Union.

- (b) Where the Board of Directors orders that all funds and properties held by a Chartered Local Association shall revert to the Union, it shall be the duty of the officers of the Chartered Local Association to deliver forthwith all funds and properties of any nature held by the Chartered Local Association to the Chief Executive Officer of the Union, and the Chief Executive Officer, or duly authorized agent, shall be entitled to take immediate possession of all funds, properties, books and records of the Chartered Local Association and shall have authority to bring appropriate legal proceedings to secure such funds, properties, books and records.

10.03 In any case where the Board of Directors has reason to believe that in any Local or Bargaining Unit, a Bargaining Unit President has been elected but has failed to fulfil duties in a satisfactory manner, such as acting in a manner inconsistent with policies or activities contrary to the principles and policies of the Union and the Union's duty of fair representation, Articles 10.01, 10.02 and 10.04 shall apply, with necessary changes, with respect to the members of that Bargaining Unit and with respect to the income, assets and liabilities of the Chartered Local Association reasonably attributable to the members of that Bargaining Unit.

10.04 Whenever an Administrator for the Chartered Local Association has been appointed pursuant to Article 10.01, such Administrator shall take over complete direction, control and supervision of the Chartered Local Association. The Administrator's acts and decisions shall not be subject to review or reversal by the Chartered Local Association or by its Executive Committee, but only by the Board of Directors of the Union. Such Administrator, with the approval of the Board of Directors, shall have the authority to replace or supplant the elected officers of the Chartered Local Association. The Administrator shall be solely responsible for acting for and in the name of the Chartered Local Association. Provided that, where a Chartered Local Association consists of members from more than one (1) Bargaining Unit and the Administrator has been appointed solely with respect to the members of one (1) Bargaining Unit, the powers of the Administrator shall be limited to the members of the Bargaining Unit in question and to the income, assets and liabilities attributable to the members of that Bargaining Unit.

- 10.05 (a) In any case where the Board of Directors has reason to believe that the members in one or more Bargaining Units have been unable or unwilling to elect a Bargaining Unit President, the Board of Directors shall have the power upon a two-thirds ( $\frac{2}{3}$ ) majority vote of the Board of Directors to take any one or more of the following steps to assist the bargaining unit, which will be in place until a Bargaining Unit President is elected and/or appointed:
- (i) to provide the Bargaining Unit with assistance in performing the functions of the Bargaining Unit President; and,
  - (ii) to appoint an Administrator for the Bargaining Unit.
- (b) When the Board of Directors makes any of the orders provided for in Article 10.05 (a), any such order shall be revoked by the Board of Directors forthwith after the Board of Directors has been notified of the election or appointment of a Bargaining Unit President.
- (c) When the Board of Directors appoints an administrator pursuant to 10.05 (a), articles 10.01, 10.02 and 10.04 shall apply, with necessary changes, with respect to the members of that Bargaining Unit and with respect to the income, assets and liabilities of the Chartered Local Association reasonably attributable to the members of that Bargaining Unit.

## **ARTICLE 11 – MISCELLANEOUS**

- 11.01 The Union may initiate mergers with other unions whose goals and objectives are in alignment with the Ontario Nurses' Union. Such mergers shall be determined by a two-thirds ( $\frac{2}{3}$ ) vote of the Board of Directors and a two-thirds ( $\frac{2}{3}$ ) vote of the voting delegates at a Biennial Convention or Special Meeting.
- 11.02 The Union may establish assurance and benefits funds for the benefit of all members of the Bargaining Units represented by the Union.
- 11.03 (a) Any reference to a majority vote in this Constitution shall be deemed to refer to a majority of those voting for or against the question.
- (b) Abstentions shall be noted but shall not be counted for or against the question, nor shall they be included in calculating the total number of votes.

## **ARTICLE 12 – AMENDMENTS**

- 12.01 This Constitution including appendices may be amended or altered only by a two-thirds ( $\frac{2}{3}$ ) majority vote at a Special Meeting or Biennial Convention. Full details of the proposed amendments must be set out in the notice of the meeting sent to every Chartered Local Association.

## **APPENDIX: LOCAL BY-LAWS**

### **By-Law I – Name**

This organization shall be known as Chartered Local Association (number assigned by the Board of Directors), Ontario Nurses' Union (hereinafter referred to as the Chartered Local Association).

### **By-Law II – Local Executive Committee**

1. The affairs of the Chartered Local Association shall be governed by Local policies voted on by membership at a Chartered Local Association Meeting and administered by a Local Executive Committee.

All members of the Local Executive Committee are responsible for monitoring the financial situation of the Local and ensure that monies are spent effectively, appropriately and within the scope of Local and Provincial Policies.

The Local Executive Committee shall be composed of the following:

- (a) Local Coordinator;
- (b) First Vice-Coordinator;
- (c) One (1) or more Bargaining Unit Presidents;
 

In Multi-Bargaining Unit locals one of the Bargaining Unit Presidents other than a Bargaining Unit President who also holds the position of Local Coordinator, may hold the role of Treasurer or Secretary if permitted by Local policies.
- (d) Secretary;
- (e) Treasurer; provided that the Local Executive Committee may include a Secretary-Treasurer, in place of a Secretary and a Treasurer, who shall perform the functions of both;
- (f) Human Rights and Equity Representative;
- (g) Bargaining Units which may have more than one (1) site location may choose to elect one (1) or more site representatives if permitted by Local policy;

- (h) If permitted by Local policies, Locals may choose to elect one (1) or more Vice-Presidents. In a Multi-Bargaining Unit Local, one (1) Vice-President may hold the role of Treasurer or Secretary, if permitted by Local policies.
- 2. (a) The term of office for the local executive committee shall be three (3) years.
- (b) In single Bargaining unit locals, no member shall hold more than one (1) office at the same time except as provided in By-Law VII 1., below.
- (c) No member may serve as Local Coordinator or Treasurer or Secretary-Treasurer or First Vice-Coordinator for more than one (1) Local, even though the member may be a member of more than one (1) Local.
- 3. (a) Each Bargaining Unit within a Chartered Local Association shall elect one (1) Bargaining Unit President to the Local Executive Committee on the basis of one (1) vote per member of the Bargaining Unit.
- (b) Bargaining Units within a Chartered Local Association may elect one (1) or more Vice-Presidents and one (1) or more Site Representatives to the Local Executive Committee on the basis of one (1) vote per member of the Bargaining Unit or site as applicable.
- (c) Elected Vice-Presidents or Site Representatives to the Local Executive Committee may hold one (1) vote on the Local Executive Committee, if permitted by Local policies.
- 4. (a) In Multi-Bargaining Unit Locals the Executive Committee shall elect the First Vice-Coordinator from among the elected Bargaining Unit Presidents. If none of the Bargaining Unit President(s) are able and willing to stand for election for this position, then the First Vice-Coordinator shall be elected by and from other Local Executive members.

If the First Vice-Coordinator is appointed as the Local Coordinator or holds the position on an interim basis for more than four (4) consecutive weeks, then they may not hold the position of Treasurer or Secretary-Treasurer.

In Single Bargaining Unit Locals, a member of the Bargaining Unit shall be elected as First Vice-Coordinator. If permitted by Local policy, the First Vice-Coordinator in a Single Bargaining Unit Local may be elected by and from the other Local Executive members.

- (b) Notwithstanding the foregoing provisions of By-Law II, in the event that a single bargaining unit Local becomes a multi-bargaining unit Local, the persons holding all existing elected and appointed positions in the receiving Local, including First Vice-Coordinator shall remain in their respective offices for the remainder of the term.

5. The Local Coordinator, Secretary and Treasurer shall be elected on the basis of one (1) vote per member of the Chartered Local Association for which they are seeking office.
6. The Local Executive Committee shall meet at least once every four (4) months. Attendance of any non-Local Executive Committee members shall be at the discretion of the Local Executive Committee.
7. In the event that an officer of the Local executive takes a leave of absence, the Local Executive Committee shall have the power and authority to appoint a replacement for the absent person for the duration of the leave and, in the event the replacement is another officer of the Local, any subsequent necessary replacements.
8. No member of the Local Executive Committee shall have more than one (1) vote at meetings of the Local Executive Committee or of the Chartered Local Association, regardless of how many positions they may be permitted to hold under the Constitution. The only exception is in the case of a tie vote under By-Law III (a) where the Local Coordinator shall have a casting vote in addition to their own vote.
9. In order to be eligible to be nominated and stand for election and hold a position on the Local Executive Committee, a member must meet the qualifications listed below:
  - (i) **Local Coordinator:** Any member who seeks to hold the position of Local Coordinator shall have served either 1) at least one term on the bargaining unit leadership team (such as a Committee Chair), or 2) at least one term of a position on the Local Executive Team.
  - (ii) **Treasurer:** Any member who seeks to hold the position of Treasurer shall have served at least one term at the Local Executive level or in a bargaining unit elected position (Unit Representative, committee member, Committee Chair etc.).
  - (iii) **Vice-Coordinator in a single bargaining unit Local:** Any member who seeks to hold the position of Vice-Coordinator shall have served at least one term in a bargaining unit elected position.
  - (iv) **Bargaining Unit President:** Any member who seeks to hold the position of Bargaining Unit President shall have held a bargaining unit elected position for at least one term.

Note: The above stated qualifications may be waived by the Local Election Team following consultation with the Regional Vice-President. In the case of Bargaining Unit Presidents, the qualifications may be waived following consultation with the Local Coordinator.

## **By-Law III – Duties of Officers**

### **1. (a) Local Coordinator**

The Local Coordinator shall be the Senior Executive Officer of the Chartered Local Association and shall act as chairperson of all meetings of the Local Executive Committee and of the Chartered Local Association.

In the case where the Senior Executive Officer is serving in the dual role as Local Coordinator and Bargaining Unit President, that member shall be entitled to one vote at the Executive Meeting and at the meeting of the Chartered Local Association.

In the case of a tie vote at a meeting of either the Local Executive Committee or of the Chartered Local Association, or of any other committee of which the Local Coordinator is chairperson, that member shall have a casting vote in addition to the member's own vote.

The Local Coordinator shall be the voting delegate for the Chartered Local Association at the Biennial Convention or a special meeting of the Union, provided that the Local Coordinator may designate another member of the Chartered Local Association to be the voting delegate in place of the Local Coordinator at any such meeting.

### **(b) First Vice-Coordinator**

The First Vice-Coordinator shall carry out duties as assigned by the Local Coordinator and act in lieu of the Local Coordinator in the absence of the Local Coordinator.

### **(c) Secretary**

(i) The Secretary shall keep a record of all meetings of the Chartered Local Association and of all meetings of the Local Executive Committee.

(ii) The Secretary shall be responsible for the correspondence of the Chartered Local Association.

(iii) The Secretary, in conjunction with the Treasurer, shall keep a record of the membership of the Chartered Local Association.

### **(d) Treasurer**

(i) The Treasurer in partnership with the Local Executive shall be responsible for the safekeeping of the monies of the Chartered



Local Association and shall keep a record of all financial transactions.

- (ii) The Treasurer shall make a financial report at the annual meeting of the Chartered Local Association and at the meetings of the Local Executive Committee.
- (iii) The Treasurer, in conjunction with the Secretary, shall keep a record of the membership of the Chartered Local Association.
- (iv) The Treasurer will provide the monthly financial summary to the Local Coordinator and the Local Executive including an explanation of the financial status of the Chartered Local Association.

**(e) Bargaining Unit President**

- (i) Provide leadership to the members of the Bargaining Unit;
- (ii) Ensure that information from the Board of Directors and the Local Executive Committee is passed on to the members of the Bargaining Unit;
- (iii) Represent the Bargaining Unit on the Local Executive Committee;
- (iv) Liaise with the Local Coordinator of the Chartered Local Association, the Provincial Vice-Presidents, President, First Vice-President and Labour Relations Officer;
- (v) Meet regularly with the Local Coordinator of the Chartered Local Association;
- (vi) Chair the Negotiations and Labour Management Committees for the Bargaining Unit;
- (vii) Sit as an ex-officio member of all other committees within the Bargaining Unit and ensure that they are functioning effectively and are provided with the necessary resources;
- (viii) Shall have a casting vote to break any tie; and
- (ix) Monitor the financial situation of the Local and ensure that monies are spent effectively, appropriately and within the scope of Local and Provincial policies.

Any officer who shall for any reason cease to hold office shall within fourteen (14) calendar days turn over to the Local Executive Committee, all documents, records, books, furniture, funds, chattels, assets and other property of the Chartered Local Association then in the Officer's possession.

#### **By-Law IV – Committees**

1. The Local Executive Committee shall have the power and authority to set up additional committees of the Bargaining Unit who will be elected in accordance with By-Law VII #6, and the Local Executive Committee may delegate any of its powers to such committees. These committees shall be subject to any restrictions or regulations imposed upon them by the Local Executive Committee.
2. Every member of a committee who shall, for any reason, cease to be a member of the committee shall within fourteen 14 calendar days turn over to the Executive all documents, records, books, furniture, funds, chattels, assets and other property of the Chartered Local Association/Bargaining Unit then in the member's possession and pertaining to that committee.

#### **By-Law V – Elections**

1. Subject to By-Law V #16, all elections for any position within the Chartered Local Association or Bargaining Units that require an election shall be held in accordance with the following requirement.
2. The term of office for all positions will be for three years commencing January 1 of the calendar year following the election and expiring December 31 of the third calendar year following the election.
3. All elections shall be completed on or before November 1 of the year in which the term of office expires.
4. Each Chartered Local Association shall elect a Local Election Committee of three (3) or more members. If permitted by Local policy, additional members may be elected. A Chartered Local Association may develop policies to appoint a Bargaining Unit Election Committee(s) from the membership of the applicable Bargaining Unit(s) to whom it may delegate responsibility for developing and/or enforcing guidelines for the applicable Bargaining Unit. It shall be the responsibility of the Local Election Committee or Bargaining Unit Election Committee to develop and enforce election guidelines at the Local and Bargaining Unit level.

Note: References to election of the Local Election Committees are effective for Local Election Committee terms commencing on or after January 1, 2014.

5. The date, time and place, or places, for any elections required to be held by the Chartered Local Association or Bargaining Unit shall be fixed by the Local Election Committee in consultation with the Local Executive Committee.
6. A notice shall be prepared by the Election Committee, as applicable, setting out the date, time and place of the election, the positions being contested and the details of the nomination process. This notice shall be prominently posted in the relevant workplaces a minimum of forty-five (45) days before the date of the election.

For purposes of this By-Law, “relevant workplaces” shall be determined by Local policy.

7. Nomination forms shall be available from the Election Committee. Each nomination submitted shall be on a proper nomination form bearing the signatures of two (2) members of the Chartered Local Association or Bargaining Unit, as applicable, and the consent in writing of the nominee stating that the member will accept the position if elected.
8. Nomination forms shall be served upon the Election Committee at least twenty (20) days before the date of the election. The Election Committee shall prepare a Ticket of Nominations listing all positions being contested and the names of the candidates for each position and post it in a prominent location in the relevant workplaces a minimum of ten (10) days before the election. The Election Committee shall prepare the necessary number of ballots and, as applicable, make all necessary arrangements for the election.
9. In the case of elections involving voting by the members of more than one Bargaining Unit, one (1) polling station shall be available for each Bargaining Unit and if applicable at each Bargaining Unit site. The voting hours shall be at the discretion of the Bargaining Unit and the result shall not be tabulated until all poll(s) have closed. Where distance prevents all persons from exercising their right to vote, a mail-in secret ballot vote may be conducted.
10. All members must have equal opportunity to vote.
11. The Election Committee shall appoint two (2) members of the Union per polling station to act as scrutineers. The Election Committee shall furnish to the scrutineers a certified list of all members entitled to vote at that election. A candidate shall not be appointed as a scrutineer.
12. The scrutineers shall count the votes and compile a list specifying the number of votes received by each candidate and shall report the results to the candidates and to the Election Committee, whereupon the person with the greatest number of votes shall be deemed to be elected. In the event of a tie for a position within a bargaining unit, the Bargaining Unit President shall have an additional casting vote in addition to their initial vote. In the event of a tie for any local executive position, the Local

Coordinator shall have an additional casting vote in addition to their initial vote. The list of vote results shall be prominently posted in the relevant workplaces.

Note: For purposes of this article, "local executive position" shall be defined as any position elected by the Chartered Local Association as opposed to an individual Bargaining Unit or Bargaining Unit site.

13. Any candidate may request a recount by facsimile, e-mail or telephone followed by a written notice to the Election Committee within forty-eight (48) hours of being informed of the vote results. The votes shall be counted again by the scrutineer and the Election Committee. The person found to have the greatest number of votes as a result of the recount shall be deemed to be elected.
14. If permitted by Local policies, the elections for the office of Local Coordinator and half the Bargaining Unit Presidents may be held in alternate years to the election of Treasurer, Secretary and the other half of the bargaining units. Notwithstanding By-Law V #2, in the event of a change in Local policy regarding the implementation or revocation of an alternate year election policy, the terms of the affected positions may be for one (1) year.
15. The Bargaining Unit Executive will have present on the day of the election an updated certified list of all ONA members in their bargaining unit. Your ONA membership card or membership application receipt will be required for the member to vote.
16. In the case of new Bargaining Units that have not held their first meeting, the responsibility to call meetings in paragraph 5, and minimum time and posting requirements for notice in paragraphs 6 and 8 of this By-Law V, are waived. The time, date and place for the first meeting of new Bargaining Units shall be set by the Regional Vice-President and the Local Coordinator in accordance with paragraph 8 of By-Law VII.
17. At the first meeting of a new Bargaining Unit called in accordance with paragraph 16, the members of the Bargaining Unit shall elect a Bargaining Unit President, a Negotiating Committee, and other committees and representatives as outlined in By-Law VII #6, and conduct other business as required. The provisions of this By-Law V apply to the first meeting of new Bargaining Units with appropriate modifications to the: nomination process in paragraph 7; the provision of ballots in paragraph 8; and conduct of voting in paragraphs 9, 11, and 12, as required.
18. A new representative position(s) or Committee created within an existing Bargaining Unit will be appointed for the unexpired term by the Bargaining Unit President. Such appointments shall be from members who express an interest.
19. All elections shall be held by secret ballot. The method of voting or balloting, which may include online voting (web and/or phone based), mail-in ballots or any other

method which will preserve the secrecy of the balloting, will be determined from time to time by the Local Election Committee. Should the Local Election Committee decide to utilize online voting, then the use of polling stations shall not be permitted for that election, and any references to scrutineers in this by-law shall not be applicable.

## **By-Law VI – Removal from Office**

1. A Local Coordinator, First Vice-Coordinator (single bargaining unit) Secretary or Treasurer may be removed from office before the expiry of their term of office by two-thirds ( $\frac{2}{3}$ ) majority vote of the members of the Chartered Local Association, who attend the meeting, called by the Board of Directors upon written request of a simple majority of the Local Executive Committee or simple majority of the members of the Chartered Local Association. The procedure to be followed with respect to the calling and the conduct of any such meeting shall be determined from time to time by the Board of Directors.
2. The Bargaining Unit President or other representatives elected by the Bargaining Unit may be removed from office before the expiry of their terms of office by two-thirds ( $\frac{2}{3}$ ) majority vote of the members of the Bargaining Unit, who attend the meeting, called by the Board of Directors upon written request of a simple majority of the members of the Bargaining Unit. The procedure to be followed with respect to the calling and the conduct of any such meeting shall be determined from time to time by the Board of Directors.
3. A unit representative may be removed from office before the expiry of their term of office by two-thirds ( $\frac{2}{3}$ ) majority vote of the members of that unit, who attend the meeting, called by the Bargaining Unit President upon written request of a simple majority of that unit or a simple majority of the Local Executive committee. The procedure to be followed with respect to the calling and the conduct of any such meeting shall be determined from time to time by the Board of Directors.
4. A site representative may be removed from office before the expiry of their term of office by two-thirds ( $\frac{2}{3}$ ) majority vote of the members of the site, who attend the meeting, called by the Board of Directors upon written request of a simple majority of the members of the site. The procedure to be followed with respect to the calling and the conduct of any such meeting shall be determined from time to time by the Board of Directors.
5. A First Vice-Coordinator (Multi-Bargaining Unit) representative may be removed from office of First Vice Coordinator before the expiry of their term of office by two-thirds ( $\frac{2}{3}$ ) majority vote of the Local Executive Committee, who attend the meeting, called by the Board of Directors upon written request of a simple majority of the Local Executive Committee. The procedure to be followed with respect to the calling and the conduct of any such meeting shall be determined from time to time by the Board of Directors.

## **By-Law VII – Bargaining Units and Bargaining Unit Presidents**

1. In Multi-Bargaining Unit Locals, the person elected by each Bargaining Unit of the Chartered Local Association shall serve as Bargaining Unit President. This person may also serve as the Local Coordinator if elected by the membership of the Chartered Local Association. In Single Bargaining Unit Locals, the person elected as Local Coordinator of the Chartered Local Association shall also serve as Bargaining Unit President.
2. No member can serve as Bargaining Unit President for more than one (1) Bargaining Unit even though the member may be a member of more than one (1) Bargaining Unit. This could be waived (on an interim basis) after consultation and agreement with the Local Coordinator(s) and the Regional Vice-President(s).
3. The term of office for the Bargaining Unit President shall be three (3) years.

### **Bargaining Unit Meetings**

4. (a) Each Bargaining Unit shall meet at least two (2) times a year. The Bargaining Unit President shall fix the date, time and place of the meetings and act as chairperson of the meetings. Members of the Bargaining Unit shall be entitled to one (1) vote each but in the case of a tie; the chairperson shall be entitled to a casting vote in addition to the chairperson's vote as a member.
- (b) The rules of procedure and order of business governing meetings of the Bargaining Unit shall be as follows:
  - (i) The Bargaining Unit President will be the Chairperson, in their absence the Bargaining Unit President, shall appoint their designate.
  - (ii) The Chairperson shall conduct the business of the meeting in the following order, unless otherwise authorized by a majority vote at the meeting:
    1. Land Acknowledgement
    2. Roll Call of Members
    3. Adoption of Agenda
    4. Reading of Minutes
    5. Matters Arising from the Minutes
    6. Financial Report
    7. Reports of Committees
    8. Nominations, Elections and Appointments
    9. Communications

10. Unfinished Business
  11. New Business
  12. Adjournment
- 
- (iii) No matter of a sectarian character shall be discussed.
  - (iv) When a member wishes to speak, the member shall so indicate to the chairperson. When recognized by the chairperson, the member shall give the member's name and shall confine remarks to the question at issue.
  - (v) Speeches shall be limited to five (5) minutes except in moving a motion when the member shall be allowed ten (10) minutes.
  - (vi) A member shall not speak more than once upon a subject until all who wish to speak have had an opportunity to do so.
  - (vii) A member shall not interrupt another except to raise a point of order.
  - (viii) If a member be called to order, the member shall, at the request of the chairperson, be seated until the question of order has been decided.
  - (ix) Should a member persist in unparliamentary conduct, the chairperson shall name the member and submit the member's conduct to the judgment of the meeting. In such case, the member whose conduct is in question shall explain the member's conduct and then withdraw, and the meeting will determine what course to pursue in the matter.
  - (x) Before a question is put, the chairperson shall announce the question and shall then ask whether the meeting is ready for the question. If no member indicates a desire to speak, the question shall be put.
  - (xi) Any two (2) members may appeal the decision of the chair. The chairperson shall then ask whether the decision of the chair shall be sustained. The question shall not be debatable except that the chairperson may make an explanation of the decision, and the decision of the meeting shall be binding.
  - (xii) Committees may combine resolutions or prepare a composite to cover the intent of the question at issue. Reports of committees are not subject to amendment except such as is acceptable to the committee, provided that any resolutions contained in such a report shall be considered by the meeting separately from the remainder of the report and may be amended in whole or in part.

- (xiii) Any motion arising from a committee report may be referred back to the committee for further study.
  - (xiv) A motion to reconsider may be moved by any member of the Bargaining Unit.
  - (xv) In all matters not regulated by these rules of procedure, Bourinot's Rules of Order shall govern.
- (c) A meeting of all persons in a Bargaining Unit shall be called to examine and accept or reject by majority vote any contract negotiated by the Negotiations Committee or by the Union. Where distance prevents all persons from exercising their right to vote on such contract, a mail-in secret ballot vote may be conducted. Reasonable notice of any such meeting shall be given.
- 5. In Multi-Bargaining Unit Locals, the Local Coordinator of the Chartered Local Association shall attend a minimum of one (1) meeting of each Bargaining Unit per term of office (3 years) and additional meetings of the Bargaining Units as may be necessary.
- 6. A Bargaining Unit shall have a representative and shall endeavour to have a Committee to support such representation for the following:
  - (a) Human Rights and Equity
  - (b) Negotiations
  - (c) Labour-Management
  - (d) Grievances
  - (e) Health and Safety
  - (f) Professional Responsibility and Workload
  - (g) Safe Return to Work/Accommodation

Each Bargaining Unit may establish such other committees as its members consider necessary. The members and chairperson of each committee shall be elected on the basis of one (1) vote per Bargaining Unit member; however, the chairperson of the Negotiations and Labour-Management Committees shall be the Bargaining Unit President. If the membership of a particular committee is stipulated in the Collective Agreement, then that position will not be elected by membership but will be appointed in accordance with the Collective Agreement. In those cases where committee positions remain unfilled, the Bargaining Unit President may appoint members to fill the vacancies from the appropriate Bargaining Unit. Elections and appointments to the committees shall be for a period of three (3) years except for the negotiations committee in respect of which elections/appointments will be for the term required to complete a round of negotiations.



7. Each Bargaining Unit shall appoint one (1) or more of its members, for a three (3) year term to become knowledgeable in the health and welfare benefits offered by the Union and that person shall serve as a resource person for the Bargaining Unit.
8. In the case of new Bargaining Units that have not held the first meeting of the Bargaining Unit, the Regional Vice-President and the Local Coordinator shall set the time, date and place of the first meeting of the new Bargaining Unit and provide notice to all members of the Bargaining Unit of the meeting. Notice shall include a description of the elections for office, the process for nominating members to elected positions, and other business to be conducted at the meeting. For the purposes of this paragraph 8, the minimum time periods and posting requirements for notice in paragraphs 6 and 8 of By-Law V are waived.

### **By-Law VIII – Unit or Site Representatives**

An appropriate number of Unit and/or Site Representatives shall be elected by and from the members of the Unit and/or Site to represent members in specific areas or functions of their employer's establishment. The number and type of Unit and/or Site Representatives shall be determined by a vote of the membership held at a meeting of the Bargaining Unit. In a Single Bargaining Unit Local the President shall not serve as a Unit Representative. The term of office for a Unit and/or Site Representative shall be three (3) years.

### **By-Law IX – Vacancies**

1. (a) In the event that a member or members of the Local Executive Committee or the Local Elections Committee of the Chartered Local Association should resign, die or otherwise cease to act, the Local Executive Committee shall appoint from among the members of the Chartered Local Association who have submitted an expression of interest, a replacement for the unexpired term.
- (b) In the event that any bargaining unit position, except a Bargaining Unit President, within the bargaining unit remains vacant after an election the Bargaining Unit President shall appoint from the members of the bargaining unit who have submitted an expression of interest, a replacement for the term.
2. (a) In the event that any Local Executive Committee position, including a Bargaining Unit President, within a Chartered Local Association remains vacant after an election, the Chartered Local Association Executive Committee shall appoint from among the members of the Chartered Local Association who have submitted an expression of interest, a replacement for the term.

- (b) In the event that any bargaining unit position, except a Bargaining Unit President, within the bargaining unit remains vacant after an election the Bargaining Unit President shall appoint from the members of the bargaining unit a replacement for the term.

### **By-Law X – Meetings of the Chartered Local Association**

1. Once in every calendar year, there shall be an annual meeting of the Chartered Local Association called by the Local Coordinator. At least two (2) weeks' notice of such a meeting shall be given. During this meeting, reports shall be presented by each member of the Local Executive Committee and the affairs of the Chartered Local Association shall be reviewed and planned.
2. A Local and/or Bargaining Unit Meeting is/are to be held prior to the Biennial Convention to discuss items to be raised at the Biennial Convention.
3. A meeting of the Chartered Local Association may be called at any time and place by either the Local Coordinator of the Chartered Local Association, the President of the Union, two-thirds ( $\frac{2}{3}$ ) of the members of the Chartered Local Association Executive Committee, or by the members of the Chartered Local Association. In the case of the members, they must submit to the Local Coordinator of the Chartered Local Association a request in writing of at least one-third ( $\frac{1}{3}$ ) or one hundred and fifty (150) of the members of the Chartered Local Association, whichever is the lesser number. Any meeting requested by the requisite number of members shall be held within twenty (20) days of the receipt by the Local Coordinator of the request. At least one (1) weeks' notice of the meeting shall be given, and the notice shall specify the subjects to be considered.
4. Where the attendance at the Annual Meeting of the Chartered Local Association is difficult because of distance, voting at those meetings may be by mail, fax or telephone ballot in addition to or instead of voting at the meeting, provided that the Board of Directors has granted permission for such a mail, fax or telephone ballot and the meeting is not for the purpose of ratifying a collective agreement and/or strike.
5. The rules of procedure and order of business governing meetings of the Chartered Local Association shall be as follows:
  - (a) In the absence of or at the request of the Local Coordinator, the First Local Vice-Coordinator shall act as chairperson. In the absence of the Local Coordinator and the First Vice-Coordinator, a chairperson shall be chosen by the Local Executive Committee.
  - (b) The Chairperson shall conduct the business of the meeting in the following order, unless otherwise authorized by a majority vote at the meeting:

1. Land Acknowledgement
  2. Roll Call of Members
  3. Adoption of Agenda
  4. Reading of Minutes
  5. Matters Arising from the Minutes
  6. Financial Report
  7. Reports of Committees
  8. Nominations, Elections and Appointments
  9. Communications
  10. Unfinished Business
  11. New Business
  12. Adjournment
- (c) No matter of a sectarian character shall be discussed.
- (d) When a member wishes to speak, the member shall so indicate to the chairperson. When recognized by the chairperson, the member shall give the member's name and shall confine remarks to the question at issue.
- (e) Speeches shall be limited to five (5) minutes except in moving a motion when the member shall be allowed ten (10) minutes.
- (f) A member shall not speak more than once upon a subject until all who wish to speak have had an opportunity to do so.
- (g) A member shall not interrupt another except to raise a point of order.
- (h) If a member be called to order, the member shall, at the request of the chairperson, be seated until the question of order has been decided.
- (i) Should a member persist in unparliamentary conduct, the chairperson shall name the member and submit the member's conduct to the judgment of the meeting. In such case, the member whose conduct is in question shall explain the member's conduct and then withdraw, and the meeting will determine what course to pursue in the matter.
- (j) Before a question is put, the chairperson shall announce the question and shall then ask whether the meeting is ready for the question. If no member indicates a desire to speak, the question shall be put.
- (k) Any two (2) members may appeal the decision of the chair. The chairperson shall then ask whether the decision of the chair shall be sustained. The

question shall not be debatable except that the chairperson may make an explanation of the decision, and the decision of the meeting shall be binding.

- (l) Committees may combine resolutions or prepare a composite to cover the intent of the question at issue. Reports of committees are not subject to amendment except such as is acceptable to the committee, provided that any resolutions contained in such a report shall be considered by the meeting separately from the remainder of the report and may be amended in whole or in part.
  - (m) Any motion arising from a committee report may be referred back to the committee for further study.
  - (n) A motion to reconsider may be moved by any member of the Chartered Local Association.
  - (o) In all matters not regulated by these rules of procedure, Bourinot's Rules of Order shall govern.
6. (a) Unless otherwise provided in these By-Laws, any question arising at a meeting of the Chartered Local Association or of any committee thereof shall be decided by a majority vote.
- (b) Voting shall be by a show of hands unless the chairperson otherwise directs or unless otherwise provided in these By-Laws.
- (c) Each member shall be entitled to one (1) vote and there shall be no votes by proxy.

### **By-Law XI – Quorum**

1. The lesser of ten (10) members of the Chartered Local Association or ten (10) percent of the members shall constitute a quorum of the Chartered Local Association for the transaction of business, provided that fewer than three (3) members shall not constitute a quorum.
2. One-half (½) of the members of the Local Executive Committee shall constitute a quorum of the Local Executive Committee for the transaction of business.

### **By-Law XII – Finances**

1. Monies of the Chartered Local Association shall be deposited in an account, bond, debenture or note of a chartered bank, credit union, trust company or Canadian federal or provincial government.

2. Transactions shall be by cheque or other electronic banking methods.
3. All cheques shall be co-signed by the Treasurer or Secretary-Treasurer and any one (1) other member of the Executive Committee. Notwithstanding the above, signatories are not permitted to co-sign a cheque made out to themselves.
4. The Chartered Local Association shall submit annually such financial statements audited, as required by the Board of Directors. Financial allocations to Chartered Local Associations for the following year will only proceed on receipt of this statement.
5. The entire Local Executive Committee shall be involved in the process of finalizing a budget.
6. By March 31 of every calendar year, there shall be a meeting of the Chartered Local Association for the expressed purpose of approving the Local Budget, financial and other policies.
7. Each Chartered Local Association shall have a Local Audit Committee of two (2) or more members, as determined by Local policy. The Local Coordinator and the Treasurer shall be members of the Committee. The Committee shall assist the Executive in fulfilling its oversight responsibilities with respect to (1) the audit of the Local's books and records, and (2) maintaining the system of internal controls that the Executive has established. The Committee shall perform its duties as determined by the Board of Directors in accordance with Board policy.