



**Constitutional Amendments and Resolutions Passed**

**Biennial Convention 2021**

**Highlights indicates new language**

**ARTICLE 4 – STRUCTURE**

4.20 The portfolio of Communications/Government Relations and Student Liaison shall be held by the President and the portfolio of Political **Activity Action** and Professional Issues shall be held by the First Vice-President.

4.21 The duties of the Directors of the Union shall be as follows:

(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 **Activity Action** and Professional Issues.

**ARTICLE 7 - ELECTIONS**

7.17 The term of a member’s appointment to the Election Team shall be for **two (2) three (3)** years. ~~commencing on January 1 and terminating on December 31 of the following year.~~

**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 Board of Directors 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 Board of Directors.

**(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.

**ARTICLE 9 – DISCIPLINE**

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-g) ...

(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-j) ...

(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-m) ...

**ARTICLE 10 – ADMINISTRATION**

10.01 (a-b) ...

(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) twelve (12) months. Requests for a hearing must be made within 30 days after the meeting of the Chartered Local Association.** ~~Any action of the Board of Directors under this Article may be appealed to the biennial convention.~~

10.03 In any case where the Board of Directors has reason to believe that ~~the members in one or more Bargaining Units~~ in any **Local or Bargaining Unit, Multi-Bargaining Unit Local** have refused or neglected to elect a Bargaining Unit President, ~~or where~~ 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, ~~and~~ 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 ~~capable of and~~ 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 (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.

**BY-LAW II – LOCAL EXECUTIVE COMMITTEE**

Add new #9:

- 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
  - 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 leadership 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 leadership position.

**Note:** The above stated qualifications may be waived following consultation with the Regional Vice-President.

**BY-LAW IV – ELECTIONS**

- 3. All elections shall be completed on or before ~~December 31~~ **November 1** of the year in which the term of office expires.

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

- 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) ~~Workload and~~ Professional Responsibility **and Workload**

## STATEMENT OF BELIEFS

### 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 **allied 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.

## 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 RAO, 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, and graduate 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 establish a joint job evaluation process that takes into account the varying work situations of **nurses members to eliminate the gender wage gap.**
- To ensure that **nurses 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.

**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 publicly funded and administered health-care system.**

**RESOLUTION #1**

**THEREFORE, BE IT RESOLVED** that the dues structure be amended effective January 1, 2022 as follows:

Dues structure as of **January 1, 2022**

	<u>Straight Time Hourly Rate</u>	<u>Monthly Dues</u>
Equal or greater than	<del>\$27.50</del> <b>\$32.50</b>	\$108.00 (plus 3%)
Greater than	<del>\$21.00</del> <b>\$26.00</b>	
But less than	<del>\$27.50</del> <b>\$32.50</b>	\$79.35 (plus 3%)
Equal or less than	<del>\$21.00</del> <b>\$26.00</b>	\$63.71 (plus 3%)
Stand-by Pay*		Minimum \$5.00