



ONNA LOCAL 80

POLICIES AND PROCEDURES

as of March 21, 2023

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ONA LOCAL 80 POLICIES & PROCEDURES

PREFACE

It is the intent of this manual to provide as comprehensive and accurate an account as possible of the policies and procedures, operational and financial, as determined by the Members of the Ontario Nurses' Association, Local 80.

The information contained in this manual is compiled from records of motions as recorded by the Local Secretary and/or recording secretary for the Local's General membership Meetings and Annual General Meetings. All information provided in this manual is supported by the record books maintained by the Local Secretary and kept in the Local Office.

It should be noted that, unless otherwise stated, all motions noted in the records of motion(s) have been approved by membership.

MANUAL UPDATE PROCEDURE

It is the responsibility of the Local 80 Secretary/Treasurer to ensure that all updates to the financial policies and procedures manual are recorded and updated on an annual basis.

DEFINITION OF TERMS

The following terms and/or short forms are used in this manual.

Bonafide member = Member who has submitted membership form.

Member with entitlement = Member who continues to pay dues regularly or is on an approved leave.

Note: Once membership application has been processed, the member becomes both bonafide and member with entitlement. Never lose bonafide status, however, if no dues are collected for a period greater than 12 months without notice of an approved leave of absence, the member loses entitlement status until such time they resume paying dues.

[See Article 3... constitution]

ED: 22/01/90

RD: 21/03/23

DATE LINE

At the end of each policy and/or procedure described within a section, there is an ED (effective date) that indicates the date wherein the policy and/or procedure was accepted by membership. [I.e. date/month/year.]

RD (Review Date) indicates the date the policy was reviewed with membership.

ED: 22/01/90

RD: 21/03/23

SECTION ONE

1. FINANCES

The Treasurer is to review and update the financial policies passed during the year and enter them into the policy manual.

ED: 22/01/90

RD: 27/02/12

1.1 FINANCIAL STATEMENT

The Local Treasurer will complete a monthly financial package, consisting of Balance Sheet, Income Statement and Bank Reconciliation for all bank accounts, which outlines the monthly financial position of the Local. Local Executive members will review the monthly financial statements after the circulation of the monthly financial package to all Executive members. These monthly financial statements are to be saved to the My files subdirectory within the Filr folder on their ONA computer on a monthly basis.

The Filr application will then send a copy of the backup to an ONA server for protection.

The Local Executive committee will conduct a review of the budget at each Local executive committee meeting.

The Local will review and approve all financial policies annually at a local meeting.

ED: 21/04/06

RD: 21/03/23

1.1.1 Accountant

The Treasurer is to consult with the Accountant at least once per month and/or prior to all scheduled Local Executive meetings.

ED: 27/07/98

RD: 27/02/12

1.1.2 Appointment of the Accountant and Auditor

The Accountant and Auditor are to be appointed yearly at the Local Annual Meeting.

ED: 27/07/98

RD: 27/02/12

SECTION TWO

2. BANKING PROCEDURES: ACCOUNTS

2.1 CHEQUING

The local will have a chequing account at a major bank. Signing authority for the chequing account requires at least three (3) Local Executive Member signatures. Two (2) signatures are required on any cheque, one of which should be the Treasurer's or Local Coordinator. The person receiving the cheque must not be one of the two signatories. All transactions shall be by cheque, except when making payment to the Receiver General for Source deductions and Minister of Finance for EHT due to new changes January 2015 whereby source deductions must be paid within 3 days of the 1st of the month or a penalty will be charged. Local 80 Treasurer will set up direct electronic bill payment through the Financial Institution chosen for business and payment only for source deductions and EHT can be made electronically if possible.

ED: 21/04/06

RD: 15/03/21

2.2 INVESTMENTS (DISCRETIONARY ACCOUNTS)

Any term deposit(s) and the amount(s) to be invested will be reviewed at each Local Executive meeting and based on the current financial status will be reinvested at the discretion of the Local Executive Committee.

ED: 27/07/98

RD: 15/03/21

2.3 OPERATING ACCOUNT MINIMUM BALANCE

A minimum balance of \$15,000.00 will be maintained in the Operating Account at all times.

ED: 24/02/03

RD: 27/02/12

2.4 REVENUE

All local dues received will be direct deposit into the operating account as received. The local levy portion, if any, will be separately identified on each monthly financial statement.

ED: 27/07/98

RD: 27/02/12

2.5 PETTY CASH

The need for a Petty cash account will be determined in January at the Local's annual budget meeting. The maximum monthly balance will be established at that time. If a petty cash is to be established, a petty cash log is to be kept in the Local's Office and if so determined, the Treasurer is responsible for monitoring the log and for depositing funds in the petty cash container to ensure the maximum balance.

ED: 19/06/96

RD: 27/02/12

2.6 DUES REIMBURSEMENT

Any member paying dues at more than one Bargaining Unit in Local 80 (ie: Women's College, Sunnybrook, and Canadian Blood Services) is entitled to a reimbursement of the local portion of the dues by Local 80. The process to receive this reimbursement is as follows:

A letter to Local 80 requesting this refund must be received no later than February 28th of the following year on a form approved by the Local Executive. Verification of dual dues will be done and approved by Secretary-Treasurer, once a copy of each pay stub indicating the payment of such dues is submitted from both B.U. for each month that dues are paid.

This payment will be refunded to the member by mail no later than March 31st of that year.

ED: 21/10/99
RD: 13/03/17

2.7 UTILIZATION OF DISCRETIONARY FUNDS

2.7.1

The local shall maintain a separate discretionary account for all monies obtained through local levies, interest from the operating account and donations. This account must be reported monthly at the Local Executive meetings and the monthly records of this account are to be attached to the monthly Local Executive minutes.

These funds may be invested in a GIC or other interest bearing accounts as decided by the Local Executive committee.

Disbursements of these funds are to be made under the direction of membership at a membership meeting however; monies may be moved back into the operating account in situations where it is found the operating balance is unable to maintain the required \$15,000.00 balance as outlined in policy #2.3.

Disbursements may be for but not limited to Nurses' Week celebrations, purchasing of computers/office equipment for the local office, membership education as outlined in the yearly local education plan etc.

All disbursements require membership approval at a membership meeting.

ED: 18/02/04
RD: 15/03/21

2.7.2 Article 10.12 – Funds

The Local will maintain a separate Discretionary Account to receive all monies from the Hospitals under Article 10.12 of the Collective Agreement (also called Kaplan Award). Decisions on spending these funds will be made by the membership at a General or Annual Members' Meeting. The expenditures will generally be to improve the quality of working life for members.

ED: 12/03/10
RD: 27/02/12

SECTION THREE

3. BOOKKEEPING PROCEDURE

All members incurring expenses while on Local/Association business will be paid according to the guidelines set out herein.

3.1 AUTHORIZATION

Members of the Local Executive shall have their claims for Time and Expenses approved by the Local Coordinator (or designate). Members at large on Local Committees shall have their expense sheets signed by the Local Coordinator (or designate). A member of the Local Executive Committee shall approve the Local Coordinator's expenses. Bargaining unit executive members shall have their expense sheets approved by the bargaining unit president and then the local coordinator.

All expense requests must be submitted by the last day of the month unless previous arrangements have been made with the Local Coordinator.

The Treasurer will reimburse members for expenses within two (2) weeks of receiving their approved expense sheets, ensuring all outstanding bargaining unit expenditures must be paid by the 15th of each month. Original receipts are preferred but scanned/mailed receipts will be accepted.

All outstanding bargaining unit expenditures for the year must be paid as soon as possible, but preferably by the 15th of January of the following year to ensure that year-end financial statements accurately reflect the expenditures for that year.

ED: 21/04/06

RD: 15/03/21

3.1.1 Payment for Union Business Performed on Own Time

Payment for all members (Local Executive, Bargaining Unit Executive and Members at Large) for all time spent on union business not covered by salary kept whole (LOAs) shall be at the member's hourly rate, or as an LOA for Union Business in lieu of time owed. This includes, but not limited to ACCs, PCMs, negotiations preps, and all other meetings and prep time not paid by the Employer. Part time and casual members will have included in such payment percentage in lieu of benefits and vacation. If a member would like a paystub sent with each monthly payroll cheque, they may request this in writing from the Local treasurer.

Taking LOAs will be encouraged instead of salary where it is agreed to by the member and approved by the Bargaining Unit President. Such Request are to be given as far in advance as possible. LOAs will be reconciled hour to hour ie: length of LOA minus time spent on Union business with excess amount either being recorded for future Union business or paid at the member's hourly rate. All time owed should be reconciled by year-end. If this is not possible, every attempt shall be made to reconcile the time within the first quarter of the next fiscal year. The minimum time claimed for reimbursement shall be 15 min.

All Income Tax, CPP, EHT and EI deductions will be paid as appropriate.

ED: 21/04/06

RD: 15/03/21

3.1.2 Bargaining Unit President: Leave and Payment for Union Activities

The Bargaining Unit Presidents' salaries will be paid according to the relevant Collective Agreement. LOAs will be requested as far in advance as possible.

ED: 02/09/09

RD: 10/02/14

3.2 DONATIONS

The Local Executive Committee will set a donations budget each year to be approved as part of the budget.

At its discretion, the Local Executive may make donations as follows:

- A small token gift of retirement will be issued to a member with entitlement who is retiring provided any entitled member who notifies the Local Executive a letter indicating such and include date of retirement.
- Charities/causes recommended by ONA, Ontario Federation of Labour or Canadian Federation of Nurses Unions
- Gift to staff or department with whom the Union works, not to exceed \$100.

Any donation exceeding \$500 must be approved at a general meeting of members.

ED: 27/07/98

RD: 21/03/23

3.3 TAXABLE BENEFITS

As per the new ruling from the CRA in 2010, any cash or near cash gifts (e.g. gift certificates/gift cards) shall be a taxable benefit.

Any member receiving such gifts from Local 80 must be notified on presentation of the gift that it is a taxable benefit and must be reported on income tax.

ED: 02/27/12

RD: 17/03/20

3.4 FINANCIAL STATEMENTS & BUDGETING

The Local Executive shall prepare a budget at the beginning of each fiscal year. This budget will be presented to membership for approval at a local meeting.

The Local Executive may approve up to \$1,000.00 for items not in the approved budget. Any expenditure over this amount must go to the membership for approval.

The Local Executive will enlist the services of a Chartered Accountant to perform a yearly audit of its finances. This audit shall be submitted to ONA's Vice President of Finance by March 31 of the following year.

ED: 27/07/98

RD: 15/03/21

3.5 MEALS

Daily maximum of \$90.00 including tax and gratuities. (breakfast \$20, lunch \$25. and dinner \$45). Receipts must accompany all claims for meals

When a Local Executive member or Member at Large is performing Union Business offsite consisting of 7.5 or more hours, they may bill for the maximum daily meal allowance at the Local Coordinators, or designates, discretion.

ED: 19/06/95

RD: 15/03/21

3.6 ACCOMMODATION

Expenses for accommodations will be reimbursed at the corporate rate where applicable and double occupancy whenever possible.

ED: 25/06/92

RD: 27/02/12

3.7 TRAVEL

Travel expenses shall be paid for costs incurred while traveling on union business for the appropriate means of travel, i.e. bus, car, taxi, etc. Car mileage rates will be paid according to the Provincial guidelines (as per ONA policy 25.5, the mileage allowance is \$0.68 per kilometer), up to a max of 100 Km per day, unless attending a conference/event out of town.

ED: 15/02/05

RD: 21/03/23

3.8 PARKING

Expenses for parking charges incurred while on union business shall be paid on a dollar-for-dollar basis.

ED: 25/06/92

RD: 27/02/12

3.9 COMMUNICATIONS

Expenses incurred for costs of long distance phone calls, rental and monthly fees for any locally owned cell phone, pager and any other Local Executive committee approved communication costs for union business will be paid on a dollar-for-dollar basis, including tax.

Bills may be submitted for High Speed Access internet connections by whoever has an ONA-owned computer, or an ONA email account. The amount approved will be at the discretion of the Local Coordinator provided it is a reasonable amount and keeping in mind that ONA Central reimburses back to the local for both the LC and LT up to a maximum amount of \$100.00 per month.

“As per ONA Policy 26.17, effective for the 2022 calendar year funding of \$100.00 per month each for the Local Coordinator and the Local Treasurer’s internet connection will be automatically provided to the Local and deposited in December”

Each Bargaining Unit President, if they so choose, will be provided with a laptop at ONA or Local 80's expense and will be expected to access the ONA BUP email regularly.

ED: 18/02/04

RD: 21/03/23

3.10 EDUCATION

It is ONA policy that as many members as possible should be educated each year in accordance with the yearly budget and education plan which should constitute a minimum of fifteen percent of the annual operating budget.

3.10.1. Membership Education

ONA members with entitlement may attend any ONA workshop/provincial meeting on their own time and will be reimbursed a \$50 honorarium. Prior to attending such workshop or meeting, they must notify local office, LC or designate, for preapproval before attending. Up to 100 members per year will be approved to attend.

Each member with entitlement will be allowed 2 e-learning session per year and a max of 100 sessions in total for all members of local 80 for the calendar year.

This will be paid on a first come first served basis. It is an expectation that the same workshop/e-learning module is not repeated. Prior to attending such workshop or completing any e-learning for reimbursement, the member must notify the local office, preferably the secretary/treasurer for pre-approval before attending or completing to ensure the maximum for the year has not been reached.

In addition, the Local Executive may decide that certain members need to attend particular workshops because of their membership on particular committees. Such information will be communicated to the said members, and 7.5 hours of salary reimbursement will be paid, provided the member confirms to the Bargaining Unit President their desire to attend six (6) weeks in advance.

The Local Executive may recommend to the members of the Local other educational initiatives when funds are available.

ED: 21/04/06

RD: 21/03/23

3.10.2 Local Executive Education

Local Executive members will have the opportunity to attend workshops, courses, etc. related to their portfolio with a commitment of financial support of up to \$3,500.00 per year for each Local Executive member. Application shall be submitted in writing to the Local executive committee for consideration six weeks prior to the education including the following.

- A complete course outline including total MAST
- A presentation on how the requested education will benefit both membership and the individual Local Executive member in their role as it relates to their portfolio
- How the *Local* Executive member plans to follow up with the educational experience i.e. membership education at meetings, newsletter articles, submit highlights for the local 80 website, follow up with unit reps etc.

Once the Local Executive committee has reviewed the request, the request must be approved by 2/3 of the Local Executive. If a Local Executive committee member opts to utilize a portion of their \$3,500.00 allotment to attend the Biennial Convention, CFNU or OFL as an educational

experience (this would not apply to the Local Executive members who attend the Biennial as the voting and alternate delegates), the total costs this educational experience will be subtracted from their yearly allotment. If a new member joins the Local Executive, the Local will pay for all appropriate ONA workshops, even if it goes over their \$3,500.00.

ED: 21/04/06

RD: 23/03/18

3.11 Arbitrations

3.11.1 Reimbursement for salary will be allowed for any dues paying entitled member who is required to attend an arbitration hearing lasting more than 2 days (Terminations are exempt) The member will be paid salary to attend the third and subsequent dates of the arbitration hearing that he/she is required to attend until the arbitration is completed. The member must submit an expense sheet to the LC/LT by the end of each month if they attended an arbitration hearing in that month indicating the date and total hours spent at the hearing. Reimbursement for day 1 and /or day 2 will be taken into consideration by the LC or their designate on a case by case basis.

RD: 23/03/18

RD: 17/03/20

SECTION FOUR

4. OPERATIONS

4.1 LOCAL SPECIAL DUES LEVY

The need for a special dues levy will be determined at the local annual budget meeting. Upon recommendation of the Local Executive Committee, the motion for a special dues levy will be taken to and voted on at a membership meeting. This vote will be clearly identified on the Agenda and posted in all employment sites. The dues levy will be for the period of that particular fiscal year.

ED: 27/07/98

RD: 15/03/21

4.2 LEAVE OF ABSENCE (LOA)

Local Executive and Members at Large

When it is required, the Bargaining Unit will request on behalf of members LOAs for Union business. Such leaves shall be requested on the local "leave of absence request forms" or by e-mail as appropriate and require approval of the Bargaining Unit President or designate. These leaves shall be requested from the Employer as far in advance as possible.

ED: 21/10/99

RD: 21/03/23

4.2.1 Salary Replacement

When LOAs are requested and approved by the Bargaining Unit President the hospital will keep the member's salary whole. The Treasurer will ensure that the local is billed quarterly, whenever possible, for all LOAs. WCH and CBS may prefer semi-annually. These bills will reflect a complete monthly record of all LOAs requested by the local.

ED: 21/04/06

RD: 15/03/21

4.2.2 Employer Reimbursement

The local will reimburse for salaries kept whole on a quarterly basis. The Treasurer will ensure that the complete bill is accurate, and paid in a timely fashion.

ED: 21/04/06

RD: 21/03/23

SECTION FIVE

5. MEMBERSHIP

Note: See ONA Central Policy Manual #16.1

ED: 23/03/18

RD: 22/03/19

SECTION SIX

6. LOCAL EXECUTIVE COMMITTEE

6.1 LOCAL EXECUTIVE COMMITTEE

The affairs of the Chartered Local Association shall be administered by a Local Executive Committee, which shall be composed of the following.

Local Coordinator
 First Vice Coordinator
 One or more Local Executive Vice-Presidents
 Secretary/Treasurer
 Bargaining Unit Presidents

The Local Executive will elect the First Vice Coordinator from among the Bargaining Unit Presidents. Should no Bargaining Unit President be interested, then another member of the Local Executive team shall be elected. (See Bylaw II 4(a) of constitution)

The Local Executive will appoint the Local Audit Committee from within the Local Executive to oversee the audit each year. The Audit Committee shall consist of the Local Coordinator and the Treasurer.

The Local Executive Committee will include a Secretary-Treasurer in place of a Secretary and a Treasurer, who shall perform the functions of both.

The term of the Local Executive Committee positions shall be three years.

The Local Executive Committee will endeavor to meet at least five (5) times a year, unless otherwise agreed to by the Local Executive Committee. In the event a local executive member is unable to attend any meeting set by the Local Executive, they must forward all their reports and items for local executive discussions in advance of the meeting (preferably 24 hours prior) to the Local Coordinator or designate. Only the Local Executive members shall attend any Local Executive Meetings.

ED: 21/04/06

RD: 15/03/21

6.2 ELECTIONS

6.2.1

There shall be an Election Committee elected for each Bargaining Unit to oversee Bargaining Unit elections. These election committees shall be preferably 2 members per site. Where an election is required for Local positions (Local Coordinator and/or Local Treasurer) each Bargaining Unit election committee will oversee the local election.

The Local Coordinator, or designate, shall be the chair of all election committees.

A Local Executive member can serve on the Election Committee only if he/she is not being contested in the election. If a member of the Election Committee becomes a candidate for a contested position he/she shall resign from the Election Committee and the Local Executive shall appoint a replacement for the unexpired term.

6.2.2

The Sunnybrook RN Bargaining Unit shall elect 4 vice presidents, who shall all sit on the Local Executive Committee. (Preferably one shall be from HOAC and one from SJR.)

One of these vice presidents shall be the grievance chair, one shall be the workload and Professional Responsibility Chair, and one shall be the Human Rights and Equity Chair. There shall be 3 Health and Safety Reps elected, one of which shall be from St. John's Rehab as per the terms of reference for JOHSC. The Bargaining Unit President shall sit on the JOHSC as a Health and Safety rep automatically.

The Bargaining Unit President shall be Chairperson of Negotiations, Labour-Management and other committees as per local collective agreement. It is understood the Bargaining Unit President shall be Chair Person for Hospital Association Committee, Scheduling Committee, Accommodation Committee and Nursing Professional Development Committee.

The Sunnybrook RN Negotiating Team will be elected when needed and will consist of the members of the Bargaining Unit Executive plus one full time and one part time member from the general membership. The Bargaining Unit President shall be chair of this committee.

The Sunnybrook RT Bargaining Unit shall elect such members as they decide to service the portfolios. Only the BUP shall sit on the Local Exec Committee. The negotiating team shall consist of the BUP (Chair) and 2 other members.

ED: 24/02/03

RD: 21/03/23

The Women's College Bargaining Unit shall elect such members as they decide to service the portfolios such as Grievance Chair, Workload and Professional Responsibility Chair, HRE Rep, health and Safety Rep. These representatives may wish to call themselves Vice Presidents related to their portfolios, however, only the Bargaining Unit President shall sit on the Local Executive Committee. The Negotiating Team shall consist of the Bargaining Unit President (Chair) and 2 other members.

Elections for Unit Reps will take place at the same time as election of Local Executive members, or as needed to fill vacancies.

The Canadian Blood Services Bargaining Unit shall elect such members as they decide to service the portfolios. Only the BUP shall sit on the Local Exec Committee. The Negotiating Team shall consist of the BUP (chair) and 2 other members.

ED: 24/02/03

RD: 21/03/23

6.2.3

The Election Committees, in conjunction with the Chartered Local Association executive will set the date, time and place for all elections at the Local level. In the event that only Bargaining Unit Positions are being contested, then date, time and place are to be set by that Bargaining Unit's election committee. The notice of these meetings, including a call for nominations, must be posted at least forty-five (45) days in advance of the election date. Elections must be concluded no later than November 1. The notice will be posted on ONA bulletin Boards and mailed or emailed to the Reps, along with a nomination form. These will also be posted on the Local 80 website.

Note: Refer to Local & Bargaining Unit Election Policy, Article 4.

ED: 24/02/03

RD: 21/03/23

6.2.4

Nomination forms shall be available from the Bargaining Unit election committee chair, the Sunnybrook ONA Local office (H214/215) or the Bargaining Unit President. One nomination form will also be sent to each rep., and also will be available on the local 80 website. Nominations must be submitted in writing bearing the assent of the nominee and signatures of two Local 80 members (or bargaining unit members, depending on the position). The election committee must receive nomination forms twenty (20) days prior to the election. All candidates and those nominating must be members with entitlement of Local 80. Those received in writing become candidates for election.

ED: 07/03/22

RD: 21/03/23

6.2.5

The Bargaining Unit Election Committee shall review all nomination forms for entitlement status of the nominators and the candidates. Should a candidate or nominator not be a member with entitlement then the Election Committee will notify the candidate whose nomination form is not in order as soon as reasonably possible.

Candidates may confirm the receipt of their nomination form with the Bargaining Unit Election Committee prior to the posting of the Ticket of Nominations.

ED: 24/02/03

RD: 21/03/23

6.2.6

If there are no nominations received for a particular position, the Local Coordinator, Local Executive committee or Bargaining Unit President may appoint a member to any vacant position. (see By-law IX of the constitution)

6.2.7

If there is only one nominee, those nominated are at once declared dully elected by acclamation. When there is more that one nominee for a position, arrangements must be made to conduct an election.

6.2.8

The Bargaining Unit election committees shall prepare a ticket of nominations listing all positions being contested and the names of the candidates for each position. This Ticket of Nominations will be posted at all sites in the same way as the Call for Nominations at least ten days prior to the election. The Bargaining Unit election committee shall prepare the ballots.

6.2.9

A candidate may only hold one position on the Local Executive, except the positions of Local Coordinator or Bargaining Unit President; in addition, the Secretary-Treasurer may be a site VP or Bargaining Unit President.

6.2.10

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 leadership position (unit Representative, committee member, Committee Chair etc.).

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

[See Bylaw II #9 of Constitution]

ED: 24/02/03

RD: 21/03/23

6.2.11

Voting is by secret ballot and each member is entitled to cast a vote for one candidate for each vacant position, provided that member is a member with entitlement. The candidate receiving the highest number of votes is the successful candidate for the position. Any candidate may request a recount by fax, e-mail or telephone followed by a written notice to the election committee within forty eight hours of being informed of the vote results. The votes shall be counted again by the scrutineers and the election committee. The person found to have the largest number of votes as a result of the recount shall be deemed to be elected.

ED: 24/02/03

RD: 21/03/23

6.2.12

Ballots will be readily identifiable and will be distributed only to members who are members with entitlement.

ED: 24/02/03

RD: 21/03/23

6.2.13

There is no voting by proxy.

ED: 24/02/03

RD: 07/03/22

6.2.14

A minimum of two Scrutineer(s) will be appointed to oversee the election process, tally the votes and deliver a signed and sealed report of the Result of Balloting to the election committee. A candidate for a contested position cannot serve as a scrutineer. If a candidate is acclaimed, then he/she can serve as a scrutineer. If there are no scrutineers available, then the Election Committee may appoint two members who are not running for office in the election.

For local executive positions of LC and/or LT, there shall be electronic voting done through simply voting over a 1 week period (5 business days).

*[Refer to: Local and Bargaining Unit Election Policy – Appendix 9: Guide for Locals Considering electronic Voting]

ED: 24/02/03
RD: 07/03/22

6.2.15

Ballots are deemed “official” if initialed by the appointed Scrutineer(s). A members list shall be provided to the Scrutineer(s).

ED: 24/02/03
RD: 07/03/22

6.2.16

Ballots shall be stored in the local office for 30 days. After the 30-day period, the local executive will destroy the ballots.

ED: 24/02/03
RD: 07/03/22

6.2.17

During an Election Campaign for Local Positions (Local Coordinator and Local Treasurer) should a candidate wish to communicate with the membership via email for the purpose of campaigning such candidate shall forward a copy of intended message (Bio) to the Local Coordinator (Local Election Chair) within 5 (five) days of the Ticket of Nomination being posted. Local Coordinator (Local Election Chair) will utilize MIRE to forward 2 (two) message from all candidates to the entire Local membership who’s email addresses are in the most current MIRE.

ED: 24/02/03
RD: 07/03/22

6.2.18

The Chair of the Local Election Committee shall sign and provide to their Regional Vice-President an Attestation that the election was held in accordance with ONA’s Constitution and the Local and Bargaining Unit Election Policy. The Attestation can be found at Appendix 10.

Should a bargaining committee be appointed, the Chair of the Bargaining Unit Election Committee shall sign and provide to their Local Election Committee Chair an Attestation that the bargaining unit election was held in accordance with ONA’s Constitution and the Local and Bargaining Unit Election Policy. The Attestation can be found at Appendix “11”.

Refer to all provisions in the current ”ONA Local and Bargaining Unit Election Policy”.

ED: 24/02/03
RD: 21/03/23

6.3 COMPLAINTS

6.3.1

Members should refer any election issues that arise to the Chair of the Bargaining Unit Election Committee. The Chair will also inform the Local Coordinator and the Regional Vice President of

the issue. If the issue cannot be resolved by the Election Committee, then members should contact the Regional Vice President.

6.3.2

Any member who wishes to make a complaint that ONA's Election Guidelines have been breached must do so within seven calendar days of the alleged violation in writing to the Bargaining unit Election Committee. If the complaint is about the Election Committee then the member should contact the Regional Vice President who may refer the matter to the Provincial President for resolution.

6.3.3

When a complaint has been received by the Bargaining Unit Election Committee, the Bargaining Unit Election Committee must:

1. Notify the candidates that the Bargaining Unit Election Committee has received a complaint.
2. The Bargaining Unit Election Committee will investigate the complaint.
3. The Bargaining Unit Election Committee, in consultation with Regional Vice-President, will review the complaint and the results of the investigation. The Regional Vice-President will consult with the Office of the President.
4. If there is no violation, the election will continue.
5. If it has been determined that a violation has occurred that would effect the outcome, the election will be declared null and void and a new election will be re-held from the point of violation.
6. All candidates and the membership will be notified by the posting of a formal notice.

ED: 14/11/06

RD: 15/03/21

6.4 EXECUTIVE COMMITMENT & ACCOUNTABILITIES

Members elected, appointed or acclaimed to any Local Executive position must attend 80% of all Meetings. When unable to fulfill this commitment, the Local Executive Member will be required to provide a reasonable explanation of his/her absence to the Local Executive Committee. If a member of the Executive fails to attend three meetings without a reasonable explanation, he/she shall be deemed to have resigned. His/her resignation shall be reported to membership at a membership meeting as per ONA's Constitution.

In January immediately following an election year, the Local Executive committee shall meet to discuss the delegation of duties including portfolio responsibilities. All Local executive members shall be responsible for reporting at each Local executive meeting on their respective portfolios and presenting updates at any membership meetings.

They may also be assigned additional duties as delegated by the Local Coordinator or designate. It is an expectation that all information obtained in the role of a Local Executive member shall remain confidential at all times.

Failure to do so shall result in removal from the Local Executive committee, application of ONA's discipline policy and any other necessary actions as deemed by the Local executive committee.

It is understood that one of the expectations of any Local Executive committee member may be to carry out duties, attend meetings etc. on their time off as deemed necessary by the Local Coordinator.

Local Executive members are expected to monitor their executive files and e-mail at least weekly but preferable daily recognizing limitations for those members who work at sites other than the Bayview Campus where these files are maintained. The entire Local Executive is accountable for the financial stability of the local through strategic/fiscal planning within the framework of ONA's mandatory financial policies and ONA's Constitution. Please see the document "Bargaining Unit and local Executive Accountabilities with Role Descriptions" for information on the specific accountabilities of the Local Executive, including role descriptions for the following positions: (also see By-Law III of Constitution):

- Local Coordinator
- First Vice Coordinator
- Bargaining Unit President
- Treasurer
- Secretary

Locals are to maintain financial records for the current year and past 7 years as per Canada Revenue Agency (CRA) requirements and the Canada Business Corporations Act. This includes any supporting documents for the Sage 50 Accounting Program such as bank statements, payroll records, supplier invoices and member expenses. See ONA Policy 8.2

ED: 21/04/06

RD: 15/03/21

6.5 VACANCIES

In the event that a member or members of the Local Executive Committee of the Chartered Local Association should resign, die, or otherwise cease to act, or a position remains vacant after an election, the Executive Committee may appoint a replacement from the members of the Chartered Local for the unexpired term.

ED: 21/04/06

RD: 15/03/21

6.6 MEETINGS

6.6.1

Once in every calendar year, the Local Coordinator of the Chartered Local Association shall call an Annual Meeting. A minimum of two weeks notice of this meeting shall be given. During the meeting, reports shall be presented by each member of the Local Executive Committee. The affairs of the Chartered Local Association shall be reviewed and planned.

6.6.2

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, two-thirds of the members of the Chartered Local Association Executive Committee, or the Members of the Chartered Local Association. In the case of the Members, a written request supported by a least 150 members, must be submitted to the Local Coordinator and pursuant to the provisions of this Article, the requested meeting must be held within 20 days of the receipt by the Local Coordinator of the request. At least one week of notice of such a meeting shall specify the matters to be considered.

6.6.3

A meeting of all persons in the Bargaining Unit represented by the Association shall be called to examine and accept or reject by majority vote any contract negotiated by the Bargaining Unit Negotiations Committee or the Association. Reasonable notice of any such meeting shall be given.

ED: 19/06/95

RD: 02/16/11

6.6.4

The rules of procedure and order of business governing meetings of the Chartered Local Association shall be as outlined in the ONA Constitution.

ED: 21/10/99

RD: 02/27/12

6.6.5

Unless otherwise provided in these By-Laws, any question arising at the meeting of the Chartered Local Association or by any committee thereof shall be decided by a simple majority vote.

Bylaw changes must be approved by a two thirds (2/3) majority. Voting shall be by show of hands unless the chairperson otherwise directs or unless otherwise provided in these By-Laws.

Each member shall be entitled to one vote and there shall be no votes by proxy.

ED: 19/06/95

RD: 03/11/13

6.7 QUORUM

6.7.1

Ten members of the Chartered Local Association shall constitute a quorum of the Chartered Local Association for the transaction of business.

ED: 21/10/99

RD: 02/16/11

6.7.2

One half (1/2) of the members of the Local Executive Committee shall constitute a quorum of the Local Executive Committee for the transaction of business.

ED: 21/10/99

RD: 02/16/11

6.8 DUTIES OF OFFICERS

6.8.1

(a) Local Coordinator

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

In the case of a tie vote of the Executive Committee of the Chartered Local Association, or of any other committee of which the member is chairperson, the Local Coordinator shall have a deciding 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 special meeting of the Association. The Local Coordinator may designate the First Vice Coordinator 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 in the absence of the Local Coordinator. The member shall serve as alternate voting delegate to the Biennial Convention or a special meeting.

(c) Bargaining Unit President

The Bargaining Unit President shall chair the negotiating team and any other committees as required under the Collective Agreement. The Bargaining Unit President shall be responsible to ensure representation of all members of the bargaining unit or may designate an appropriate person to represent the members in his/her absence. This may include the following:

- WSIB
- LTD
- Health and Safety Issues
- Scheduling
- Workload Complaints
- Human Rights and Equity
- Grievances
- Education
- Reps
- Accommodated Work

(d) Bargaining Unit Vice-President(s)

The Bargaining Unit Vice-President(s) shall carry out duties as delegated by the Bargaining Unit President including but not limited to:

- WSIB

- LTD
- Health and Safety Issues
- Scheduling
- Workload Complaints
- Human Rights and Equity
- Grievances
- Education
- Reps
- Political Action
- Accommodated Work

(e) Secretary/Treasurer

- Shall keep a record of all meetings of the Chartered Local Association;
- Shall be responsible for the correspondence of the Chartered Local Association;
- Shall keep a record of the membership of the Chartered Local Association;
- Shall be responsible for the safekeeping of the monies of the Chartered Local Association;
- Shall keep a record of all financial transactions as per ONA policies and utilizing equipment and programs as dictated by those policies; and
- Shall give a financial report at the Annual meeting of the Chartered Local Association and at all meetings of the Executive committee.

Note: also refer to ONA guide document “Bargaining Unit and Local Executives Accountabilities with Role Descriptions”

ED: 21/04/06
RD: 21/03/23

6.8.2

The Negotiating Team shall be elected by the Bargaining Unit prior to each round of negotiations, and their term of office shall continue until the Collective Agreement is signed.

The Bargaining Unit President shall chair the Negotiating Team.

ED: 21/04/06
RD: 02/27/12

6.8.3

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

ED: 19/06/95
RD: 17/03/20