



CONSTITUTION & BY-LAWS

of the

TEACHERS' / OCCASIONAL TEACHERS' BARGAINING UNIT
DISTRICT 15 – TRILLIUM LAKELANDS

AS AMENDED & ADOPTED MAY 11, 2018

TABLE of CONTENTS

CONSTITUTION

Definitions	3
Article I - Name	4
Article II - Aim	4
Article III - Mandate	4
Article IV - Membership	5
Article V - Branches	6
Article VI - Duties of Branch Presidents	7
Article VII – Job Sites	8
Article VIII - Bargaining Unit Executive	8
Article XI - Election and Appointment of Officers	10
Article X - Bargaining Unit Council	11
Article XI - Duties of the President	12
Article XII - Duties of Vice Presidents	13
Article XIII - Duties of the Secretary	13
Article XIV - Duties of the Treasurer	14
Article XV - Duties of the Federation Officer	15
Article XVI - Duties of the Occupational Health and Safety Officers	16
Article XVII - Term of Office	17
Article XVIII - Standing Committees	18
Article XIX - Bargaining Unit Assembly	19
Article XX - Amendments	21

BY-LAWS

By-Law 1 - Collective Bargaining Committee	22
By-Law 2 - Processing of Grievances	24
By-Law 3 - Expenses	26
By-Law 4 - Conflict of Interest	27
By-Law 5 - Appointment of the Federation Officer	27
By-Law 6 - Replacement of an Executive Member	27
By-Law 7 - Branch Finances	28
By-Law 8 - Anti-Harassment & Bullying	29
By-Law 9 - Anti Harassment & Bullying Appeals Procedure	29
By-Law 10 – Bargaining Unit Executive Elections	31

APPENDICES

Appendix 1 - Branch Operations	35
Appendix 2 - Strike Fund Donation/Collection Policy and Procedure	38
Appendix 3 - OSSTF Branch Excellence in Education Awards	39
Appendix 4 - Anti-Harassment & Bullying Policy and Procedure	40
Appendix 5 – Executive Election Balloting Guidelines	42

CONSTITUTION

DEFINITIONS

OSSTF	Ontario Secondary School Teachers' Federation
Board	Trillium Lakelands District School Board
Council	Bargaining Unit Council
OLRA	Ontario Labour Relations Act
BMLSS	Bracebridge and Muskoka Lakes Secondary School
FFSS	Fenelon Falls Secondary School
GHS	Gravenhurst High School
HHS	Huntsville High School
HHSS	Haliburton Highlands Secondary School
IEWSS	I. E. Weldon Secondary School
LCVI	Lindsay Collegiate and Vocational Institute
SoAE	School of Alternate Education
OTB	Occasional Teachers' Branch
ARM	Active Retired Members
PSSP	Professional Student Services Personnel
AETC	Alternate Education and Training Centre
Branch	A Provincial OSSTF organization within the Bargaining Unit to provide for representation and service of active members employed by the Trillium Lakelands District School Board to teach within a secondary school being a single workplace.
Day School	The Day Schools are BMLSS, FFSS, GHS, HHS, HHSS, IEWSS, and LCVI.
Job Site	A physical location where active members are assigned by the Trillium Lakelands District School Board to work.
AMPA	Annual Meeting of the Provincial Assembly

ARTICLE I - Name

- 1.1 This organization shall be known as The Teachers' / Occasional Teachers' Bargaining Unit of the Ontario Secondary School Teachers' Federation, District 15 – Trillium Lakelands, hereinafter referred to as the Bargaining Unit.
- 1.2 Any part of the Bargaining Unit Constitution, By-Laws, Policies and/or Procedures which are in contravention to the OSSTF Constitution and By-Laws are null and void.

ARTICLE II - Aim

- 2.1 The aim of the Bargaining Unit is to fulfil the objects in Article 3 of the Constitution of the Ontario Secondary School Teachers' Federation, to provide services, relevant to their employment, to teachers employed in the secondary panel by the Trillium Lakelands Board of Education and to foster interest and support for the OSSTF.

ARTICLE III - Mandate

- 3.1 The Bargaining Unit shall have the mandate to serve the teachers employed in the Secondary School Panel of District 15 by the Trillium Lakelands Board of Education by pursuing the aims contained within this constitution. Its mandate, therefore, shall include, but not be limited to:
 - 3.1.1 amending this constitution;
 - 3.1.2 selecting officers according to the terms of this constitution;
 - 3.1.3 managing its property and its internal organization and administration;
 - 3.1.4 bargaining collectively for its members whenever bargaining rights are assigned by Provincial OSSTF;
 - 3.1.5 protecting the rights of its members individually and collectively by means of grievances;
 - 3.1.6 establishing, amending, or rescinding policy in a manner consistent with the OSSTF Handbook, District Policies, and this constitution;
 - 3.1.7 providing services to its members consistent with the objects of the Federation;

- 3.1.8 providing information concerning the rights of members and the terms and conditions of their employment;
- 3.1.9 informing the public of Federation policies, on behalf of the Federation and its membership;
- 3.1.10 promoting the public education system.

ARTICLE IV - Membership

- 4.1 Members of the Teachers' / Occasional Teachers' Bargaining Unit of the Trillium Lakelands Board of Education shall be determined in accordance with OSSTF By-laws and shall include:
 - 4.1.1 active members;
 - 4.1.2 voluntary members;
 - 4.1.3 associate members;
 - 4.1.4 honorary members;
 - 4.1.5 provincial life members who live within the boundaries of Haliburton County, District of Muskoka and City of Kawartha Lakes;
 - 4.1.6 active retired teacher members who live within the boundaries of Haliburton County, District of Muskoka and City of Kawartha Lakes.
- 4.2 All members of the OSSTF who are employed as teachers or occasional teachers by the Trillium Lakelands Board of Education shall constitute the active members of the Bargaining Unit.
- 4.3 Active Members of OSSTF who are Teachers and/or Long Term Occasional Teachers shall be assigned by the President on a semester basis to the Branch or Workplace at which the member does the majority of his/her teaching during that semester.
- 4.4 Active members of OSSTF who are Short Term Occasional Teachers shall form a group which shall receive Federation services directly from the District Office.

ARTICLE V - Branches

- 5.1 The Teachers' / Occasional Teachers' Bargaining Unit shall be composed of eight (8) Branches, the BMLSS Branch, the FFSS Branch, the GHS Branch, the HHS Branch, the HHSS Branch, the IEWSS Branch, the LCVI Branch, and the SoAE Branch.
- 5.2 The operations of each Branch shall be based upon a Branch Constitution which complies with the terms of the Provincial OSSTF, the District, and the Bargaining Unit Constitutions and By-Laws.
- 5.3 The Branch Constitution shall divide the Branch into zones, based upon department offices, members' workrooms, job sites, or other criteria.
- 5.4 Members of the Branch shall be assigned to one sub-division of the Branch each semester.
- 5.5 Composition of the Executive**
- 5.5.1 Each Branch shall have an executive which shall be composed of the following positions:
- 5.5.1.1 President;
- 5.5.1.2 Collective Bargaining Representative;
- 5.5.1.3 Occupational Health and Safety Officer;
- 5.5.1.4 Educational Services Officer;
- 5.5.1.5 Staffing Officer;
- 5.5.1.6 Teacher Representative on the School Council, where one exists;
- 5.5.1.7 stewards for each zone;
- 5.5.1.8 other officers established by the Branch Constitution.
- 5.5.2 Branch Executives, with the exception of the Collective Bargaining Representative and the Occupational Health & Safety Officer, shall be elected annually at a Branch meeting prior to May 15th.
- 5.5.3 The Term of Office for all Branch Officers shall be July 1st to June 30th with the exception of the Collective Bargaining Committee representative who shall be elected for a term defined in Article XVIII.
- 5.5.4 The Occupational Health and Safety Officer shall be elected for a two year term in odd-numbered years.

5.6 Duties

- 5.6.1 The Branch shall be responsible to:
 - 5.6.1.1 promote the importance of the Federation and its programs to the members;
 - 5.6.1.2 provide information to the membership concerning Federation activities, policies, meetings and the terms of the Collective Agreement;
 - 5.6.1.3 collect information about the operation of the job sites within the Branch and transmit this information to the District Office;
 - 5.6.1.4 report potential management violations of the Collective Agreement within the job sites to the Federation Officer;
 - 5.6.1.5 collect strike fund contributions from the membership;
 - 5.6.1.6 complete the initial checking of applications for subsidies from the Professional Development Fund;
 - 5.6.1.7 administer OSSTF awards at the school level;
 - 5.6.1.8 promote the aims of the bargaining unit within the community.
 - 5.6.1.9 represent the membership on the in-school Staffing Committee and on the School Council, where one exists;
 - 5.6.1.10 provide advice to the membership on accessing Federation services, acquiring certification rating statements, filing health and safety concerns with the principal and utilizing rights and benefits conferred by the collective agreement.

ARTICLE VI - Duties of Branch Presidents

- 6.1 Branch Presidents are responsible for carrying out the work of OSSTF at the Branch/Worksite level.
- 6.2 Each Branch President shall present a report at each Bargaining Unit Council meeting. Such report shall include information on the activities of their School Council.
- 6.3 Each Branch President, or representative from the Branch Executive, shall:
 - 6.3.1 serve as the Teacher Representative on the School Council;
 - 6.3.2 attend all meetings of the School Council;

- 6.3.3 keep records of all documents received by the School Council and all correspondence received by the member in his/her role as the teacher representative;
- 6.3.4 report on each meeting of the School Council to the Branch Executive;
- 6.3.5 report to and seek input from the membership on issues under consideration by the School Council at least at the Branch Federation meetings immediately before and after each meeting of the School council.
- 6.3.6 represent members in matters of minor professional difficulty in meetings with school administration.

Article VII - Job Sites

- 7.1 Bargaining Unit Council shall appoint an OSSTF Job Site Representative in each of the designated job sites by September 15th. The OSSTF Job Site Representatives shall be responsible for keeping members within the job site aware of correspondence received from the Provincial, District, and Bargaining Unit organizations of OSSTF.
- 7.2 The members in each job site shall elect an OSSTF Job Site Health and Safety Officer in each job site, if required by the Joint Occupational Health and Safety Committee to have such an officer. The OSSTF Job Site Health and Safety Officer shall be responsible for completing the monthly inspections of the job site and for submitting the monthly reports to the worker member of the Joint Occupational Health and Safety designated for the job site.
- 7.3 The term of office for all OSSTF Job Site Representatives and OSSTF Job Site Health and Safety Officers shall be from September 16th of one school year until September 15th of the next school year.

ARTICLE VIII - Bargaining Unit Executive

- 8.1 **Composition**
- 8.1.1 The Bargaining Unit Executive of the Teachers' / Occasional Teachers' Bargaining Unit shall consist of:
 - 8.1.1.1 the President;
 - 8.1.1.2 the Vice-Presidents (2);

- 8.1.1.3 the Vice-President - Occasional Teachers;
- 8.1.1.4 the Treasurer;
- 8.1.1.5 the Secretary;
- 8.1.1.6 the Federation Officer (Chief Negotiator, Grievance Officer) (non-voting).
- 8.1.2 The Bargaining Unit Executive may from time to time call upon the Chair of the Bargaining Unit Council, and any other Federation member to attend Bargaining Unit Executive Meetings.

8.2 Duties

- 8.2.1 The Bargaining Unit Executive shall consult prior to the Bargaining Unit Council meeting for the purpose of setting the agenda.
- 8.2.2 The Bargaining Unit Executive shall advise the President between scheduled Bargaining Unit Council meetings.
- 8.2.3 Whenever possible, the Bargaining Unit Executive shall communicate electronically.
- 8.2.4 The Chair of Bargaining Unit Council shall convene a meeting of the Bargaining Unit Executive within three (3) school days of becoming aware that a federation officer with time release will likely be absent from his/her duties for more than ten (10) school days.
- 8.2.5 The Bargaining Unit Executive shall recommend to the Bargaining Unit Council for ratification a plan that outlines the non-constitutional assigned duties for each member of the Bargaining Unit Executive consistent with the time release provided for each, if applicable. Notwithstanding this duty, the President as the need arises, may adjust these duties and report such adjustments to the Bargaining Unit Council.
- 8.2.6 These duties shall include but not be limited to the following:
 - 8.2.6.1 communications;
 - 8.2.6.2 educational services;
 - 8.2.6.3 political action;
 - 8.2.6.4 status of women;
 - 8.2.6.5 monitoring of Board Meetings;

- 8.2.6.6 Health & Safety;
- 8.2.6.7 Excellence in Education;
- 8.2.6.8 Human Rights.

8.3 Compensation

- 8.3.1 The President and the Federation Officer shall be paid their grid salary, extra degree allowance (if qualified under the terms of the Collective Agreement with the Trillium Lakelands District School Board) and an allowance equivalent to a Level 4 department head (the amount determined by the terms of the Collective Agreement). In addition, the President and the Federation Officer shall be covered by the benefit package on the same terms determined for a full-time teacher by the Collective Agreement.

ARTICLE IX - Election and Appointment of Officers

- 9.1 The Bargaining Unit shall elect the President in accordance with By-Law 10, in even numbered years. The President will be released full time.
- 9.2 The Bargaining Unit will elect two Vice-Presidents at the Annual Meeting of the Bargaining Unit Assembly in even numbered years.
- 9.3 The Bargaining Unit shall elect at the annual meeting of Bargaining Unit Assembly in even numbered years the following Federation officers:
 - 9.3.1 Treasurer;
 - 9.3.2 Secretary.
- 9.4 The Bargaining Unit Council shall appoint at its May meeting a Federation Officer in odd years for a term of two years. The Federation Officer will be released full time.
- 9.5 Upon the recommendation of the Bargaining Unit Executive, the Bargaining Unit Council shall appoint the following:
 - 9.5.1 Joint Occupational Health and Safety Committee Members at each job site
 - 9.5.2 Other officers as may be deemed necessary.
 - 9.5.3 These appointments may necessitate the addition of other non-voting members to the Bargaining Unit Council upon the ratification of the Council.

ARTICLE X - Bargaining Unit Council

10.1 Composition

10.1.1 The Bargaining Unit Council shall consist of:

10.1.1.1 The President;

10.1.1.2 Two Vice Presidents;

10.1.1.3 The Federation Officer (Chief Negotiator, Grievance Officer) (non-voting);

10.1.1.4 The Treasurer;

10.1.1.5 The Secretary;

10.1.1.6 The Branch Presidents or designates chosen from the members of the Branch Executive if a President is unable to attend;

10.1.1.7 Representative - Occasional Teachers, chosen by Short Term Occasional Teachers;

10.1.1.8 The Chairperson of Bargaining Unit Council.

10.2 Duties

10.2.1 The Council shall initiate and supervise all details of the work of the Teachers' / Occasional Teachers' Bargaining Unit.

10.2.2 The Council shall establish interim policies for the Bargaining Unit. Any policy established by Bargaining Unit Council shall be attached to the Constitution as an appendix.

10.2.3 The Council shall submit all interim policies to the Annual Meeting of the Bargaining Unit Assembly for approval.

10.2.4 The Council shall make recommendations to the Annual Meeting of the Bargaining Unit Assembly concerning the proposed budget for the following Federation year.

10.2.5 The Council shall control the funds of the Bargaining Unit, including decisions concerning the investment of reserve funds and the designation of spending authorities for the account lines of the general fund and for the reserve funds.

- 10.2.6 The Council shall have the power to levy a fee in addition to the membership fees paid to Provincial OSSTF subject to guidelines approved by a majority at a general meeting of the Bargaining Unit Assembly.
- 10.2.7 Council shall approve the negotiations brief, prior to its presentation to the Board.
- 10.2.8 The Council, on advice from the Collective Bargaining Committee, shall decide to apply for conciliation or mediation under the terms of the Ontario Labour Relations Act.
- 10.2.9 The Council, on advice from the Collective Bargaining Committee, shall apply to the Provincial OSSTF for formal assistance and the resumption of bargaining rights by the Provincial Organization.
- 10.2.10 The Council shall select Bargaining Unit delegates and alternate delegates to the Provincial Assembly. The Council shall fill unfilled District AMPA delegation positions as directed by the District President.
- 10.2.11 The Council, by May 15th, shall elect a chair to preside over the meetings of the next year's Council. The Chair shall not hold another Bargaining Unit Council position.
- 10.2.12 The Council may appoint ad hoc committees from time to time as the need arises. The Council shall establish the terms of reference and the reporting requirements for each ad hoc committee that the Council establishes.
- 10.2.13 All decisions of the Council shall be by majority vote.

10.3 Meetings

- 10.3.1 The Bargaining Unit Council shall meet a minimum of five times during the Federation year.
- 10.3.2 The Council may hold electronic meetings as scheduled by the Chair of the Council.
- 10.3.3 Meetings of the Bargaining Unit Council shall be conducted according to Robert's Rules of Order, Newly Revised.

ARTICLE XI - Duties of the President

- 11.1 The President is the chief executive officer of the Bargaining Unit.

- 11.2 The President is a member of every committee.
- 11.3 The President has the right to attend any Branch meeting and to address any issues of concern to the Bargaining Unit. He/she shall, however, not vote in any Branch meeting other than his/her own.
- 11.4 The President shall see that the Bargaining Unit is represented at all meetings of other OSSTF bodies at which the Bargaining Unit is entitled to representation.
- 11.5 The President shall be the Official Spokesperson for the Bargaining Unit and shall represent the Bargaining Unit in conducting all Federation business with the Board, with the exception of Collective Bargaining.
- 11.6 The President, or designate, shall represent the interests of the Bargaining Unit in consultations and in meetings with other bargaining units, federations, unions and employee groups and political organisations.
- 11.7 The President shall report on Federation business with a minimum of one written report at each Bargaining Unit Council meeting and frequent newsletters to the membership during the school year.
- 11.8 The President shall exercise editorial control over all District communications.
- 11.9 The President shall serve as the Provincial Councillor.
- 11.10 The President shall provide Federation services to the membership.
- 11.11 The President shall provide representation or arrange for representation of a member in any matter directly related to his/her employment with the District School Board with the exception of representation of a grievance.

ARTICLE XII - Duties of Vice Presidents

- 12.1 The Vice-Presidents shall assist the President by providing Federation services to members.
- 12.2 The Vice-Presidents shall perform other duties as assigned by the President.
- 12.3 The Vice-Presidents will perform the duties of the President as outlined herein when the office of the President is vacant.

ARTICLE XIII - Duties of the Secretary

- 13.1 The Secretary shall attend all meetings of the Bargaining Unit Council and all General Meetings of the Bargaining Unit and keep a record of the proceedings at such meetings. All records shall be filed in the Federation office by June 30th.
- 13.2 The Secretary shall receive and keep all correspondence unless otherwise directed by the Council.
- 13.3 The Secretary shall distribute the minutes of Council meetings and an Action List to the Members of Council within one week of the date of the meeting.

ARTICLE XIV - Duties of the Treasurer

- 14.1 The Treasurer shall present a current financial statement at each Bargaining Unit Council meeting.
- 14.2 The Treasurer shall present a monthly financial statement at each Bargaining Unit Council meeting.
- 14.3 The Treasurer shall keep financial records and statements according to generally accepted accounting principles.
- 14.4 The Treasurer shall present the Financial Report for the present fiscal year to the Annual Meeting of the Bargaining Unit.
- 14.5 The Treasurer shall prepare, in consultation with the President, a proposed budget for the coming fiscal year.
- 14.6 The Treasurer shall submit electronically the proposed budget to the members of the Bargaining Unit Council at least one week before the Annual Meeting of the Bargaining Unit.
- 14.7 The Treasurer shall present for approval the proposed budget to the Annual Meeting of the Bargaining Unit.
- 14.8 The Treasurer shall prepare and submit to Provincial OSSTF the District 15 Annual Financial Report and other written reports required by the Provincial Organization for any period for which the Treasurer was responsible for the District Funds.
- 14.9 The Treasurer shall pay all accounts as authorized by the approved spending authority.

- 14.10 The Treasurer shall keep funds in a chartered bank or trust company approved by the Bargaining Unit Council.
- 14.11 The Treasurer shall invest funds according to the instruction of the Bargaining Unit Council.
- 14.12 The Treasurer shall submit all financial records for audit at the direction of the Provincial Federation Auditor or at the direction of the Bargaining Unit Council.
- 14.13 The Treasurer shall assist spending authorities in preparing their budgets.
- 14.14 The Treasurer shall be a member of the Bargaining Unit Executive.
- 14.15 The Treasurer shall serve as the Treasurer of the District Executive.

ARTICLE XV - Duties of the Federation Officer

- 15.1 The Federation Officer shall act in a manner so as to reflect the opinions and interest of the District especially as expressed in official documents and by the Executive.
- 15.2 The Federation Officer shall carry out the duties of the office under the direction of the President.
- 15.3 The Federation Officer shall be the District Chief Negotiator, Grievance Officer and Benefits Officer.
- 15.4 The Federation Officer shall be responsible for all aspects of contract maintenance.
- 15.5 The Federation Officer shall be a resource person to the District collecting, collating and presenting statistical data as required.
- 15.6 The Federation Officer will attend every workplace and describe the role of the Federation Officer once per year.
- 15.7 The Federation Officer will deal with any matter arising from the terms and conditions of the collective agreement.
- 15.8 The Federation Officer shall attend all meetings of the Collective Bargaining Committee.
- 15.9 The Federation Officer shall be responsible for the preparation of the Negotiations Brief in consultation with the Collective Bargaining Committee.

- 15.10 The Federation Officer shall present the Negotiations Brief to the Bargaining Unit Council and the Provincial Office, prior to presenting it to the Board.
- 15.11 The Federation Officer shall attend all Provincial and Regional Collective Bargaining Meetings.
- 15.12 The Federation Officer shall be the chief spokesperson of the Federation during the negotiations with the Board.
- 15.13 The Federation Officer shall report to the Bargaining Unit Council and in writing to the Annual Meeting.
- 15.14 The Federation Officer shall report in writing to the membership after each session of negotiations with the Board.
- 15.15 The Federation Officer shall be responsible for submitting copies of the tentative settlement to Bargaining Unit Council and the Provincial Office, prior to presentation at the ratification meeting.
- 15.16 The Federation Officer shall submit copies of the signed collective agreement to the Provincial Office and the Ontario Labour Relations Board.
- 15.17 The Federation Officer shall represent the District on such joint Board/OSSTF committees as determined by the District Executive.
- 15.18 The Federation Officer shall act as grievance officer for the PSSP Bargaining Unit upon appropriate request from the PSSP Bargaining Unit President.

ARTICLE XVI - Duties of the Occupational Health and Safety Officers

- 16.1 The Joint Occupational Health and Safety Committee Members shall perform statutory duties as outlined in the Occupational Health and Safety Act at each job site.
- 16.2 The Occupational Health and Safety Committee Members shall report to the next meeting of Bargaining Unit Council, through the Branch President, immediately following meetings of the Joint Occupational Health and Safety Committee at their job site.
- 16.3 The Occupational Health and Safety Committee Members shall forward to the Bargaining Unit President a copy of all Provincial Memoranda, minutes and reports of the Joint Occupational Health and Safety Committee and Ministry of Labour Inspector's Reports from their job site.

- 16.4 The Occupational Health and Safety Committee Members shall report to the Bargaining Unit President all complaints of the members.
- 16.5 The Occupational Health and Safety Committee Members shall keep records of the minutes of the Joint Occupational Health and Safety Committee, and accounts showing the disposition of deficiencies reported on the Committee's Monthly Inspection Reports from their job site.
- 16.6 The Occupational Health and Safety Committee Members shall take appropriate action on all matters referred to the committee regarding Health and Safety hazards and failing resolution report all outstanding items to the Bargaining Unit President.
- 16.7 The Occupational Health and Safety Committee Members shall confer with each other, and with the Bargaining Unit President or designate, prior to each meeting of the Joint Occupational Health and Safety Committee at their job site.

ARTICLE XVII - Term of Office

- 17.1 The President will be elected for a term of two years to commence on July 1st of even-numbered years and to end on June 30th of the next even-numbered year.
- 17.2 The Vice Presidents will be elected for a term of two years to commence on July 1st of even-numbered years and end on June 30th of the next even-numbered year.
- 17.3 The Treasurer and Secretary will be elected for a term of two years to commence on July 1st of even-numbered years and end on June 30th of the next even-numbered year.
- 17.4 The term of office for delegates to the Provincial Assembly shall be one year to commence on the February 1st after their election and end on January 31st the following year.
- 17.5 The term of office for the Joint Occupational Health and Safety Committee Member shall be for one (1) year beginning July 1st.

ARTICLE XVIII - Standing Committees

- 18.1 The Bargaining Unit shall have four Standing Committees:

- 18.1.1 the Collective Bargaining Committee;
- 18.1.2 the Educational Services Committee;
- 18.1.3 the Communications and Political Action Committee;
- 18.1.4 the Status of Women – Human Rights Committee.

18.2 General Objectives

- 18.2.1 The Standing Committees of the Teachers'/Occasional Teachers' Bargaining Unit shall:
 - 18.2.1.1 recommend priorities and policies to the Bargaining Unit Council and the Bargaining Unit Assembly on items related to the specific objectives of the Standing Committee;
 - 18.2.1.2 undertake research and initiatives in its own area(s);
 - 18.2.1.3 submit budget proposals for their committees for the following fiscal year to the Treasurer by April 1st;
 - 18.2.1.4 present their action plans to the Bargaining Unit Council for approval, through a member of the Executive by October 15th of each Federation year;
 - 18.2.1.5 present, through a member of the Executive, additional programs as amendments to their action plans to the Bargaining Unit Council for approval prior to implementation.
 - 18.2.1.6 regularly report in writing on its activities to the Bargaining Unit Council and to the Bargaining Unit Assembly.

18.3 Regulations in Common

- 18.3.1 Each Standing Committee shall establish and maintain its terms of reference, which will be informed by the terms of reference of the respective Provincial Standing Committees. Standing Committee terms of reference shall be subject to the District and Bargaining Unit Constitution and By-Laws, and shall be subject to the approval of the Bargaining Unit Council.
- 18.3.2 Each Standing Committee shall be composed of:
 - 18.3.2.1 one member elected at a meeting of each Branch prior to May 15th,
 - 18.3.2.2 the Bargaining Unit President;
 - 18.3.2.3 a Bargaining Unit Vice President, assigned in accordance with Article XII, who shall serve as liaison to the Bargaining Unit Council.

- 18.3.2.4 The Standing Committee may co-opt additional members as required, subject to the approval of Bargaining Unit Council. The number of co-options shall not exceed thirty-three percent (33%) of the Standing Committee's total membership.
- 18.4 Positions on Standing Committees, with the exception of the Collective Bargaining Committee, shall be for one year, and shall commence on July 1st.
- 18.4.1 A co-option shall expire on the June 30th following the approval of the co-option.
- 18.5 A member of the Bargaining Unit Executive may serve as the Chair of the Educational Services Committee, the Communications and Political Action Committee, or the Status of Women – Human Rights Committee. If a member of the Bargaining Unit Executive does not serve as Chair, the Chair shall be appointed by the Bargaining Unit Council by September 30th, on the recommendation from members of that Standing Committee.
- 18.5.1 The term for the Chair of a Standing Committee, with the exception of the Collective Bargaining Committee, is one year.

18.6 Collective Bargaining Committee

- 18.6.1 Notwithstanding the above, the Collective Bargaining Committee shall:
 - 18.6.1.1 operate in accordance with By-Law 1.
 - 18.6.1.2 The Collective Bargaining Committee shall be composed of one member elected at a meeting of each Branch within one month of the ratification of a Collective Agreement, the Bargaining Unit President, and a Bargaining Unit Vice President, assigned in accordance with the Article XII, and the Federation Officer.
- 18.6.2 The term of the Collective Bargaining Committee shall be from the election of members until the ratification of the next collective agreement.
- 18.6.3 The Federation Officer shall be the Chair of the Collective Bargaining Committee.

ARTICLE XIX - Bargaining Unit Assembly

19.1 Composition

- 19.1.1 The membership at each Branch in the Bargaining Unit shall elect from among its members, by secret ballot at least thirty days prior to the Annual Meeting one delegate to the Bargaining Unit Assembly for every ten active members or major

portion thereof, teaching in Branches on February 15th of the current Federation year.

- 19.1.2 Short Term Occasional Teachers shall elect from among their members three delegates to the Bargaining Unit Assembly.
- 19.1.3 The delegates to the Bargaining Unit Assembly shall hold office from the beginning of the Annual Meeting of the Bargaining Unit Assembly following their election to the day before the convening of the next Annual Meeting.
- 19.1.4 The Chair of the Bargaining Unit Council shall serve as the Chair of the Bargaining Unit Assembly. The Secretary shall serve as the Secretary of the Bargaining Unit Assembly.
- 19.1.5 The Secretary shall circulate to the Branches copies of the minutes within ten working days following the meeting.
- 19.1.6 The delegates to the Bargaining Unit Assembly shall also serve as delegates to the District 15 Annual Meeting.

19.2 Meetings

- 19.2.1 The Bargaining Unit shall hold an Annual Meeting of the Bargaining Unit Assembly on the same day and at the same location as the District 15 Annual Meeting. In even-numbered years, the Bargaining Unit Annual Meeting shall be held by May 15th.
- 19.2.2 The Bargaining Unit shall hold additional general meetings of the Bargaining Unit Assembly as directed by the Bargaining Unit Council or on receipt of petition for the holding of such a meeting signed by a minimum of fifty members of the Bargaining Unit. Notice of meeting, along with a written agenda for the meeting, shall be circulated to the Branches at least five working days before the meeting.
- 19.2.3 Meetings of the Bargaining Unit Assembly shall be conducted according to Robert's Rules of Order Newly Revised.

19.3 Mandate

- 19.3.1 The mandate of the Annual Meeting shall include:
 - 19.3.1.1 electing the officers of the Bargaining Unit;
 - 19.3.1.2 amending the Constitution of the Bargaining Unit;
 - 19.3.1.3 establishing, amending, or rescinding Bargaining Unit policies;
 - 19.3.1.4 approving the budget;

- 19.3.1.5 establishing, amending, or rescinding the terms of reference and rules of operation for reserve funds;
- 19.3.1.6 establishing the guidelines for the Bargaining Unit Federation levy;
- 19.3.1.7 receiving written reports from the officers of the Bargaining Unit and the Chairs of Standing Committees;
- 19.3.1.8 recommending to the Executive actions and programs to be undertaken by the Bargaining Unit.
- 19.3.2 The mandate of a General Meeting shall include:
 - 19.3.2.1 amending the Constitution of the Bargaining Unit;
 - 19.3.2.2 establishing, amending, or rescinding Bargaining Unit policies;
 - 19.3.2.3 establishing, amending, or rescinding the terms of reference and rules of operation for reserve funds;
 - 19.3.2.4 establishing the guidelines for the Bargaining Unit Federation levy;
 - 19.3.2.5 receiving reports from the officers of the Bargaining Unit and Chairs of Standing Committees;
 - 19.3.2.6 recommending to the Executive actions and programs to be undertaken by the Bargaining Unit.

ARTICLE XX - Amendments

- 20.1 Amendments to this constitution may be made at the Annual Meeting or a general meeting of the Bargaining Unit Assembly:
 - 20.1.1 by a majority vote of the delegates qualified to vote, present, and voting provided that notice of the proposed amendment has been given in writing to all branches/workplaces at least 30 days prior to the date of the Annual Meeting;
 - 20.1.2 by a three-quarters vote of the delegates qualified to vote, present, and voting, prior notice not having been given.

BY-LAWS

BY-LAW 1 - COLLECTIVE BARGAINING COMMITTEE

1.1 Duties

- 1.1.1 The Collective Bargaining Committee shall consult with the membership and the Bargaining Unit Council, to determine the membership's negotiating goals, prior to the drafting of the brief.
- 1.1.2 The Collective Bargaining Committee shall develop, under the direction of the Federation Officer, the Negotiations Brief, for presentation to the Bargaining Unit Council and the Protective Services Department, OSSTF, for approval, prior to presentation to the District School Board.
- 1.1.3 The Collective Bargaining Committee shall recommend for approval, through the Federation Officer, to the Bargaining Unit Council, the membership of the Table Team (not to exceed five members) to negotiate with the District School Board revisions to the Collective Agreement.
- 1.1.4 The Table Team of the Collective Bargaining Committee shall be responsible for negotiating with the District School Board for revisions to the Collective Agreement.

1.2 Meetings

- 1.2.1 The Federation Officer shall be responsible for the convening of Collective Bargaining Committee meetings and also for the arranging of timing and location of meetings with the Board.

1.3 Reports

- 1.3.1 The Federation Officer shall be responsible for providing reports on the progress of negotiations at each meeting of the Bargaining Unit Council and the Provincial Collective Bargaining Committee during any period of negotiations with the Trillium Lakelands District School Board.
- 1.3.2 The Federation Officer shall be responsible for keeping the membership informed on negotiation issues and the progress of negotiations. On behalf of the Committee, the Federation Officer shall be responsible for the publication and distribution of a statement on the progress of negotiations after each negotiations session with the Trillium Lakelands District School Board.

1.4 Conciliation or Mediation

- 1.4.1 The Bargaining Unit Council, on advice from the Collective Bargaining Committee, shall decide to apply for conciliation or mediation under the terms of the OLRA.

1.5 Formal Assistance and Resumption of Bargaining

- 1.5.1 The Bargaining Unit Council, on advice from the Collective Bargaining Committee, shall apply to the Provincial OSSTF for formal assistance and the resumption of bargaining rights by the Provincial Organization.

1.6 Ratification - Vote During the School Year

- 1.6.1 The Federation Officer shall present the text of a tentative settlement to the Bargaining Unit Council for consideration and possible recommendation to the membership, prior to the distribution of the text of the agreement to the membership. At the same meeting, the Federation Officer will present a written plan for ratification of the tentative settlement to the Bargaining Unit Council for approval.
- 1.6.2 Any settlement made by the Collective Bargaining Committee must be ratified by the teachers of the Bargaining Unit through a process that shall be determined by the Bargaining Unit Council and consistent with the OLRA.
- 1.6.3 The Collective Bargaining Committee shall provide all members of the bargaining unit with the text of the tentative settlement forty-eight (48) hours prior to the ratification meeting.

1.7 Ratification Procedure – Vote During July and August

- 1.7.1 The following procedure shall normally be followed when a vote is needed during July or August to ratify a new collective agreement or to make amendments to the Collective Agreement.
- 1.7.2 Notification**
- 1.7.2.1 When an agreement is reached after 12 noon on the last day of school, members shall be notified by branch telephone chain or by personal email as per arrangement with the Branch. If requested by a Branch, Bargaining Unit support may be given to contact members.
- 1.7.3 Information Meetings**
- 1.7.3.1 Within one week of reaching a tentative agreement, a meeting of Bargaining Unit Council shall be held in Haliburton County to provide the text and explanation. It may be held immediately preceding the Bargaining Unit information meeting.

1.7.3.2 Within one week of reaching a tentative agreement, there will be a Bargaining Unit information meeting at which the text of the agreement will be distributed.

1.7.4 Advance Poll

1.7.4.1 There shall be an advance poll held immediately following the Bargaining Unit Information meeting.

1.7.5 Distribution of Text

1.7.5.1 After the Bargaining Unit information meeting, the Branch Presidents shall email the text of the agreement to members who have provided personal email addresses. Members not receiving electronic text may pick up hard copies by arrangement with Branch President or designate.

1.7.6 Voting

1.7.6.1 Voting shall be by secret ballot, no sooner than two (2) days after the Bargaining Unit information meeting. Polls will operate at a minimum of three (3) locations within the District, one location in Muskoka, one in Haliburton and one within the City of Kawartha Lakes. The polls shall be open for a minimum of two (2) hours at each location.

1.7.7 Counting

1.7.7.1 Ballots from all locations shall be merged and counted.

1.7.8 Communication

1.7.8.1 The Federation Officer shall notify the Branch Presidents of the result and percentage of the vote. Members shall be notified of result and percentage by Branch telephone chain or by personal email as per Branch arrangement.

1.8 Provincial Resumption of Bargaining

1.8.1 In the case of a provincial resumption of bargaining, the rules contained in the letter of agreement between the local executive and provincial executive prevail.

BY-LAW 2 - PROCESSING OF GRIEVANCES

2.1 A Grievance shall be defined as any matter arising from the interpretation, application, alleged violation or administration of the collective agreements.

2.2 The Federation Officer in charge of grievances, after consultation with Provincial Office Secretariat and/or legal counsel, shall make the decision whether the Bargaining Unit will file a grievance or grievances within five (5) school days after becoming aware of the alleged violation of the Collective Agreement.

- 2.3 The Federation Officer shall inform the member in writing within the same five day period of his/her decision, including with any denial of grievance the rationale for the decision. If the Federation Officer decides that the Bargaining Unit will not file a grievance, the Federation Officer will include in the letter to the member notice of the right to appeal the decision, a copy of this By-law and the name of the Chair of the Appeals Committee of Bargaining Unit Council.
- 2.4 If the member disagrees with the decision of the Federation Officer, the member shall send a written letter of appeal to the Chair of Bargaining Unit Council within five (5) school days of the Federation Officer's decision. The member will include with his/her letter of appeal a written rationale for the appeal and all documents relating to the matter.
- 2.5 The Chair of the Bargaining Unit Council, as Chair of the Appeals Committee, shall convene an Appeals Committee consisting of the Chair of the Bargaining Unit Council, a member of the Executive (not the Federation Officer) and two (2) Branch Presidents. The Chair shall select the two (2) Branch Presidents based on an absence of conflict of interest and close geographical proximity to the meeting(s) location.
- 2.6 A member of the Appeals Committee who has had any involvement with the case shall inform the other members of the Appeals Committee of his/her involvement. The Appeals Committee may, by majority vote, replace the committee member with a person chosen from the same branch/worksite or committee.
- 2.7 The Chair of the Appeals Committee will file with the Federation Officer within two (2) school days copies of the letter of appeal, the statement of rationale for the appeal and the documents submitted by the appellant.
- 2.8 The Federation Officer shall submit to the Chair of the Appeals Committee within two (2) school days of the receipt of the documentation, the statement of his/her decision, the rationale for the decision and relevant documents.
- 2.9 The Chair will provide to the appellant within two (2) school days of the receipt of the Federation Officer's documents a copy of the statement of decision, the rationale for the decision and the documents submitted by the Federation Officer.
- 2.10 The Appeals Committee will hold a hearing within a period of five school days after supplying the appellant with the Federation Officer's documents. The Appeals Committee will appoint one of its members to take minutes.

- 2.11 The Appeals Committee may seek information or advice from the Field Secretary at Provincial Office or, through the Field Secretary, from a lawyer employed by the Provincial Federation.
- 2.12 The Appeals Committee shall provide the Federation Officer and the Appellant with an opportunity to make a presentation to the Committee for a maximum of forty-five minutes. During the presentation, only the party making the presentation and the members of the Appeals Committee will be present. Members of the Appeals Committee may question the parties after their presentation.
- 2.13 Discussion will occur in Executive Session with only the members of the Appeals Committee present. Any decision of the Appeals Committee shall be achieved by majority vote on written motions.
- 2.14 The Appeals Committee Chair shall provide the Federation Officer and the Appellant with written statement of Committee's decision within two (2) school days after the hearing.
- 2.15 The Chair of the Appeals Committee will report to Bargaining Unit Council that an Appeal has been heard and the decision that has been reached.
- 2.16 If the member disagrees with the decision of the Appeals Committee of Bargaining Unit Council, the member may request to be referred to the Field Secretary.
- 2.17 All documentation and communication arising from the grievance appeal are to remain confidential and will be filed by the Chair of the Bargaining Unit Council.
- 2.18 One copy of all relevant documents will be kept on file by the Bargaining Unit. All other copies prepared for discussion purposes will be destroyed by the Secretary of Bargaining Unit Council immediately.

BY-LAW 3 - EXPENSES

- 3.1 Members will be compensated for federation expenses according to the guidelines issued by the Provincial Treasurer of OSSTF.

BY-LAW 4 - CONFLICT OF INTEREST

- 4.1 Any Bargaining Unit or Branch Officer shall declare a conflict of interest on any matter in which he/she may be involved.

BY-LAW 5 - APPOINTMENT OF THE FEDERATION OFFICER

- 5.1 The position of Federation Officer shall be advertised to the membership of Bargaining Unit April 1st of each odd-numbered year, with the closing for such posting to be April 15th or the closest working day to April 15th.
- 5.2 The Bargaining Unit Council, with the exception of the Federation Officer, shall consider all applications and interview all applicants for the position.
- 5.3 Should one or more of the members of the Bargaining Unit Council be vying for the position of Federation Officer, he/she/they will recuse himself/herself/themselves from the Council during the process of appointment.
- 5.4 If a member of the Bargaining Unit Council who recuses himself/herself under 5.3 represents a Branch, the Branch may replace the member with a representative drawn from the Branch Executive.
- 5.5 The Bargaining Unit Council shall determine by secret ballot the candidate to be appointed Federation Officer at its May meeting. In order to be appointed, the successful candidate must receive a majority of the votes cast at the Council meeting.
- 5.6 If no candidate receives a majority of the votes cast during a process of voting, the candidate receiving the fewest number of votes shall be dropped from the next ballot and voting shall proceed until a candidate receives the majority of votes needed for appointment. In the event of the two lowest candidates receiving the same number of votes, with more than three candidates on the ballot, both the tied candidates will be dropped. In the event of a tie between the last two candidates, a further ballot is held between these two candidates. If a tie occurs a second time, the candidates shall draw lots to see who is elected.

BY-LAW 6 - REPLACEMENT OF AN EXECUTIVE MEMBER

6.1 Executive Member Vacancy

- 6.1.1 In the event an elected Executive member dies, retires, or resigns midterm the Bargaining Unit Council shall fill the vacancy through by-election as per 6.3, except when the vacancy occurs in the final semester of the member's term.
- 6.1.2 In the event an elected Executive member is approved by the Board for any statutory leave or other leave under the Collective Agreement likely to exceed 10 (ten) consecutive school days, or if the vacancy occurs through the death, retirement, or resignation of the member in the final semester of their term, the vacancy shall be filled by appointment of the Bargaining Unit Council as per 6.2.

6.2 By-Election Process

- 6.2.1 A posting, prepared by the President or designate, inviting nominations shall be posted in all Branches/Job Sites within three (3) school days of learning of the vacancy.
- 6.2.2 The nomination period shall be closed six (6) school days after the posting.
- 6.2.3 One piece of campaign material may be distributed per candidate.
- 6.2.4 An election by secret ballot by the delegates to the Bargaining Unit Assembly shall occur in the Branches six (6) school days after the posting closes.
- 6.2.5 The Branch President shall report the results of the election in the Branch to the Chair of Bargaining Unit Council on the evening of the election.
- 6.2.6 The Chair of Bargaining Unit Council shall inform the candidates of the results on the same evening.
- 6.2.7 The Chair of Bargaining Unit Council shall inform the membership of the results on the school day after the election.
- 6.2.8 The successful candidate shall assume the position immediately or upon the effective resignation date of the outgoing officer.

6.3 Replacement By Appointment of the Bargaining Unit Council

- 6.3.1 In the event of a vacancy in the office of the President, the vacancy shall be filled by the Vice President who, by virtue of length of service on the Executive is the senior Vice President, unless they are unwilling or unable in which case the position shall be filled by the other Vice-President. Should neither Vice President be willing or able, it shall be the responsibility of the Executive to fill the vacancy

and appoint an Acting President from amongst its members. Should the above be exhausted unsuccessfully a by-election must occur as per 6.2.

- 6.3.2 In the event of a vacancy in the office of the Vice President, Treasurer or Secretary, the vacancy shall be filled by appointment of the Bargaining Unit Council from amongst its members. Should the above be exhausted unsuccessfully a by-election must occur as per 6.2.
- 6.3.3 Any position filled in accordance with 6.3 shall be deemed to be acting in the role until such time as the incumbent returns or a new officer is elected through the regular Bargaining Unit election cycle.

6.4 Replacement of the Federation Officer

- 6.4.1 In the event the Federation Officer is absent for any reason, and the absence is likely to exceed twenty (20) consecutive school days, a posting, prepared by the President, inviting applications for the position of Federation Officer shall be posted in all Branches/Job Sites within three (3) school days of learning of the vacancy.
- 6.4.2 The period for receiving applications for the position of Federation Officer shall be five (5) school days following the positing date.
- 6.4.3 The process for appointment of the Federation Officer shall follow the procedures outlined in By-Law – Appointment of the Federation Officer.
- 6.4.4 If the absence is as a result of a statutory leave or other leave of absence under the Collective Agreement approved by the Board, the selected replacement shall be deemed to be acting in the role until such time as the incumbent returns or a new officer is selected through the regular appointment cycle for the Federation Officer as outlined herein.

BY-LAW 7 - BRANCH FINANCES

- 7.1 Money transferred to the Bargaining Unit in September 2003 as a result of the closure of the Bank Account of each Branch shall be placed in a restricted reserve for the use of that Branch only.
- 7.2 Each Branch shall inform the Bargaining Unit President of the name of the Signing Authority (Authorities)

- 7.3 The Bargaining Unit Treasurer shall pay for any Branch expenses that are consistent with the Provincial Federation Expenditure Guidelines, as adopted by the Bargaining Unit Council, following receipt of a District 15 voucher, signed by the Branch Signing Authority (Authorities) and accompanied by required receipts or invoices.
- 7.4 The expenditures paid by the Bargaining Unit Treasurer on behalf of the Branch shall be charged against:
- 7.4.1 the allocation to the Branch in the current Teachers'/Occasional Teachers' Bargaining Unit budget;
- 7.4.2 the Branch's restricted reserve after the allocation to the Branch in the current Teachers'/Occasional Teachers' Bargaining Unit budget is spent.
- 7.5 The Bargaining Unit Treasurer shall provide to each Branch President, at each Bargaining Unit Council meeting, a written statement of the expenses charged to the Branch's line or the Branch's restricted reserve for the current Federation year. This statement will also include the balance in both the budget and the reserve.
- 7.6 The Branch President shall be provided with information about expenditures and the status of the Branch allocation in the current budget and of the Branch's restricted reserve upon request to the District Office.
- 7.7 At the end of the fiscal year, any money from the Branch allocation that remains unspent shall be transferred to that Branch's restricted reserve.

BY-LAW 8 - ANTI-HARASSMENT AND ANTI-BULLYING

- 8.1 The Teachers' / Occasional Teachers' Bargaining Unit shall have an Anti-Harassment and Anti-Bullying Policy and Procedure to be followed at all OSSTF workplace functions.
- 8.2 The Anti-Bullying and Anti-Harassment Policy and Procedure and any amendments to it shall be approved by the Bargaining Unit Assembly.

BY-LAW 9 - ANTI-HARASSMENT AND ANTI-BULLYING APPEALS PROCEDURE

- 9.1 Members of the Teachers' / Occasional Teachers' Bargaining Unit affected by a decision resulting from a complaint under the Teachers' / Occasional Teachers' Bargaining Unit's Anti-Harassment and Anti-Bullying Procedure may appeal this decision using the following procedure:
 - 9.1.1 Within five (5) days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the Teachers' / Occasional Teachers' Bargaining Unit President for an Appeal Hearing.
 - 9.1.2 Within two (2) days of receiving the request, the Teachers' / Occasional Teachers' Bargaining Unit President shall appoint three members of the Teachers' / Occasional Teachers' Bargaining Unit Appeals Committee to consider the appeal.
 - 9.1.3 Within three (3) days, the Teachers' / Occasional Teachers' Bargaining Unit Appeals Committee shall meet to consider the appeal.
 - 9.1.3.1 The Teachers' / Occasional Teachers' Bargaining Unit Appeals Committee shall review the complaint, the investigation process and findings, and the decision.
 - 9.1.3.2 Following the review, the Committee shall either confirm or modify the decision.
 - 9.1.3.3 The decision of the Teachers' / Occasional Teachers' Bargaining Unit Appeals Committee shall be consistent with the Teachers' / Occasional Teachers' Bargaining Unit Anti-Harassment and Anti-Bullying Policy and Procedures.
 - 9.1.4 The Teachers' / Occasional Teachers' Bargaining Unit Appeal Committee shall report the decision on the Appeal to the Teachers' / Occasional Teachers' Bargaining Unit President within five (5) days after the meeting at which the Appeal is considered.
 - 9.1.5 Within two (2) days of receiving the decision of the Teachers' / Occasional Teachers' Bargaining Unit Appeals Committee, the Teachers' / Occasional Teachers' Bargaining Unit President shall communicate the decision to the Appellant in writing.
 - 9.1.6 The decision of the Teachers' / Occasional Teachers' Bargaining Unit Appeals Committee shall be considered final and not subject to any appeal.

BY-LAW 10 – BARGAINING UNIT EXECUTIVE ELECTIONS

10.1 Nominations

- 10.1.1 Branches must receive nominations forms from the District Office sixty (60) calendar days prior to the Annual Meeting of the Bargaining Unit Assembly in even numbered years for the positions of President, Vice Presidents (2), Treasurer, and Secretary.
- 10.1.2 Nominations for Bargaining Unit Executive positions must be received in writing, and include the names and signatures of the candidate, a nominator, and a seconder. Any member in good standing may make or second a nomination.
 - 10.1.2.1 On-time nominations are due at the District Office by 4pm forty five (45) calendar days prior to the Annual Meeting of the Bargaining Unit Assembly. Forms may be received by email attachment, fax, or hardcopy. Receipt remains the responsibility of the nominee.
 - 10.1.2.2 If only one nomination is received for the position of President, the President shall be declared acclaimed following the close of on-time nominations.
- 10.1.3 The Chairperson of the Bargaining Unit Council shall act as Chief Electoral Officer providing they are not nominated for any position.
 - 10.1.3.1 In the event that the Chairperson of the Bargaining Unit Council is nominated for a position on the Bargaining Unit Executive, or is unable to fulfill the duties as outlined herein, the Chief Electoral Officer shall be the most senior Branch President, by tenure, whose Branch does not have a candidate nominated for a Bargaining Unit Executive position.
 - 10.1.3.2 In the event that all Branches have candidates nominated, the Chief Electoral Officer shall be the most senior Branch President (in alphabetical order by surname if necessary) whose Branch does not have a candidate nominated for President.

10.2 Campaigning

- 10.2.1 Campaigning for on-time candidates will begin on the day following the close of nominations.
- 10.2.2 Candidates may provide the newsletter editor electronic copies of a picture and a candidate profile of up to 250 words, no later than forty (40) calendar days prior to the Annual Meeting of the Bargaining Unit Assembly.

- 10.2.2.1 The newsletter editor will ensure that a newsletter that includes submitted candidate pictures and profiles will be posted to the District website and distributed to the Branches no later than thirty (30) calendar days prior to the Annual Meeting of the Bargaining Unit Assembly.
- 10.2.2.2 Candidates will appear in the newsletter by position (President, Vice President, Treasurer, and Secretary) in alphabetical order by surname.
- 10.2.3 Candidates may distribute to members directly, using Board mail or some other means, one (1) 8 ½ x 11 sized piece of campaign literature to be produced at the candidates' expense.
- 10.2.4 Candidates for Bargaining Unit President may provide to the District Office a link to an online video, not longer than five (5) minutes, no later than twenty (20) calendar days prior to the Annual Meeting of the Bargaining Unit Assembly. Links received on-time will be posted on the District website and the link distributed to members' personal email addresses not less than eighteen (18) calendar days prior to the Annual Meeting of the Bargaining Unit Assembly, or on the first business day following.
 - 10.2.4.1 Candidates are responsible for the content and electronic accessibility of the link provided.
- 10.2.5 If the position of Bargaining Unit President is contested, candidates for President shall be invited to attend three (3) All-Candidates' Meetings, one (1) held in Bracebridge, one (1) held in Haliburton, and one (1) held in Lindsay. The All-Candidates' Meetings shall be chaired by the Chief Electoral Officer.
 - 10.2.5.1 The All-Candidates' Meetings will be in the form of an open question-and-answer forum with all candidates afforded equal time to respond to questions as determined by the Chief Electoral Officer.
 - 10.2.5.2 All-Candidates' Meetings shall be scheduled after school, to begin at such a time that all members whose job sites are in the region have a reasonable opportunity to attend.
 - 10.2.5.3 Time release, including travel time, shall be provided to all candidates for President and to the Chief Electoral Officer.
- 10.2.6 No candidate, including incumbents, shall use their position for the purpose of campaigning. For clarity, any visit to a job site that involves Federation business, the charging of mileage to the Bargaining Unit, or is made during regular school hours, shall not be permitted to include campaigning.

- 10.2.7 Notwithstanding previous clauses in this by-law, no candidate, including incumbents, will make use of member contact information collected for Federation business, including, but not limited to, phone numbers, email addresses, work placement, or social media accounts for the purpose of campaigning.
- 10.2.8 It is improper for any member or candidate to give gifts or in any way provide incentives of monetary worth to voters to support a specific candidate.
- 10.2.9 Any alleged violations of these guidelines may be referred to Judicial Council by the complainant.

10.3 Elections

- 10.3.1 The Bargaining Unit President shall be elected by a vote to take place at each day school Branch for permanent teachers and by secure electronic vote for permanent teachers in the SoAE, and for all occasional teachers. The vote will be held over two consecutive school days ending seven (7) calendar days prior to the Annual Meeting of the Bargaining Unit Assembly.
- 10.3.2 Elections in the day school Branches will be overseen by the Branch President, or the most senior Branch Executive Officer who is not a candidate for election, who is responsible to take all possible steps to ensure that all members have the ability to vote on the specified days and to take all precautions to maintain the integrity of the vote, including ensuring that each member may vote only once.
 - 10.3.2.1 Ballots and ballot boxes will be provided by the District Office.
 - 10.3.2.2 At the close of balloting, ballots will be counted in the branches and the results forwarded by email to the Chief Electoral Officer.
 - 10.3.2.3 At least one other member who is not a candidate shall be present at the counting of the ballots.
 - 10.3.2.4 Following counting, ballots shall be sealed in an envelope and then forwarded to the District Office.
- 10.3.3 A motion to destroy the ballots shall be brought to the Annual Meeting of the Bargaining Unit Assembly by the Chief Electoral Officer as part of his/her report.
- 10.3.4 The secure electronic balloting for the SoAE and occasional teacher members shall be overseen by the Chief Electoral Officer.
 - 10.3.4.1 Technical assistance, including any email distribution of voting information, will be provided by the District Office Administrative Assistant.

- 10.3.5 A motion to destroy the summary of the electronic voting results shall be brought to the Annual Meeting of the Bargaining Unit Assembly by the Chief Electoral Officer as part of his/her report.
- 10.3.6 The results of the election for President shall be communicated by phone to each candidate by the Chief Electoral Officer as soon as possible following the tabulation of results from all sources. The results shall then be emailed to each member's personal email address and posted on the District website.
- 10.3.7 The election of the remaining Bargaining Unit Executive positions shall take place at the Annual Meeting of the Bargaining Unit Assembly in accordance with the Article in the Bargaining Unit Constitution pertaining to the Election and Appointment of Officers.
- 10.3.8 Candidates may be nominated from the floor by submitting a completed nomination form to the Chief Electoral Officer prior to the close of nominations for the desired position.
- 10.3.9 Prior to the commencement of balloting for each position, the Chief Electoral Officer shall call for further nominations three (3) times, following which he/she will declare nominations to be closed.
- 10.3.10 Each candidate shall be provided an opportunity to address the Bargaining Unit Assembly. Candidates for Vice President shall be afforded four (4) minutes each, and candidates for Treasurer and Secretary shall be given two (2) minutes each.
- 10.3.10.1 The order of speeches shall be determined by the alphabetical order of candidates' surnames.
- 10.3.11 Balloting shall take place, as outlined in the Executive Election Balloting Guidelines, immediately following the conclusion of candidates' remarks for each position.
- 10.3.12 A defeated candidate for President shall be presumed to be an on-time candidate for Vice President; a defeated candidate for Vice President shall be presumed to be an on-time candidate for Treasurer; and a defeated candidate for Treasurer shall be presumed to be an on-time candidate for Secretary.

APPENDICES

APPENDIX 1 - Branch Operations

1. Branch Presidents alone shall be the spokesperson on Branch Federation business with the school administration, even when the Branch President is accompanied by the Executive or a Committee of the Branch in the meeting with School Administration.
2. Branch Presidents shall present to the Principal and members of school administration members views on non-contractual issues based upon positions approved by the membership of the Branch or by the Branch Executive at a branch meeting.
3. Federation Branch Leaders shall not discuss with the Principal or other members of management the interpretation of clauses in the Collective Agreement or in the negotiations brief, unless they are specifically asked to do so by the President or the District Officer.
4. Branch Presidents, as members of the in-school staffing committee, shall represent the membership, fulfilling the functions established by the Collective Agreement.
5. Branch Presidents shall report to the Bargaining Unit President all the details of proposals put forward by the Branch President to the Principal or of agreements reached with school administration. Partial reports or no report at all are both unacceptable.
6. Branch Federation Leaders shall not discuss any matter involving negotiations. By our constitution, the District Officer is the spokesperson for the Bargaining Unit on Negotiations. Under the terms of Resumption of Bargaining, the Provincial Executive Chairperson of the Resumption Team is the spokesperson on negotiations with the Press, the community and the membership.
7. Branches shall not discuss nor express their strength of support or opposition to all or part of the Negotiations Brief, approved by the Bargaining Unit Council and the Protective Services Department of Provincial OSSTF. All members must support in entirety the OSSTF Negotiations Brief and the team that is negotiating its terms with the District School Board for the benefit of the members.
8. Members, especially Federation Branch Leaders, shall not be on the Principal's team for planning or implementing a program that is in any way in violation of the Collective Agreement or the terms of the Negotiations Brief. Members who are commanded to be on such a team or committee by the Principal, shall notify the President immediately for assistance in protesting the Principal's demands for their participation.

9. Members, especially Federation Branch Leaders, shall not give advice to the Principal or other members of management on methods for dealing with the Bargaining Unit or Provincial OSSTF Leadership.
10. Branch Leaders shall not exclude members of the Bargaining Unit Executive who are members of the Branch from participation in the meetings of the Branch Executive or any of its committees, including committees that are struck to meet with the Principal, unless such participation is in conflict with the terms of the Collective Agreement. Those Bargaining Unit Executive members shall have speaking rights, but not voting rights, on the Branch Executive and its committees. Any Branch President who has concerns with the involvement of a Bargaining Unit Executive Member on the Branch Executive and its committees, shall discuss those concerns with the Bargaining Unit President.
11. Branch Presidents or the elected OSSTF Teacher Representative on the School Council shall present approved membership views and Provincial/District Federation positions on issues to the School Council.
12. Branch Presidents or the elected OSSTF Teacher Representative on the School Council shall report the discussions, decisions and recommendations of the School Council to the membership and where relevant, to the Bargaining Unit President.
13. In the period between negotiations, especially in the process of developing the brief, Branches shall discuss and decide upon proposals for changes to the Collective Agreement in an Executive Session of a Branch Meeting. The Executive Session will give direction to the Branch member of the Collective Bargaining Committee to report the decision to the District Officer and the Collective Bargaining Committee and/or to the Branch President to report to the District Officer, the Bargaining Unit President and to the Bargaining Unit Council. Proposals for the brief should be discussed by representatives of all Branches; any proposal for change must be decided by the leadership of the Bargaining Unit and of all the branches. A single branch must not attempt to have a proposal negotiated for the benefit of only the members of that branch.
14. All discussions and all decisions reached by a Branch in Executive Session shall remain strictly confidential to the members present in the Executive Session, except for the disclosure to the appropriate people of any portion of a resolution “which requires public action”. This means that all matters from an Executive Session of the Branch must not be disclosed even to members who had the right to participate in the Executive Session of the meeting, unless the disclosure is contained in the Report of the

Executive Session on the basis that such disclosure is essential for the carrying out a resolution.

15. Branch Presidents shall represent individual members in meeting with school administration in matters not involving issues of culpable conduct, competence and fitness to teach, except for the initial meeting at which a member is informed by management that he/she is under investigation.
16. Branch Presidents shall assist individual members to file written statements of Health and Safety Concerns with the Principal.
17. Branch Presidents, along with the Branch Health and Safety Officer, shall conduct the initial investigation of accidents and illnesses of members which occur within the workplace.
18. Branch Presidents shall support Branch Occupational Health and Safety Officers in their health and safety inspections of the school.
19. Branch Presidents shall assist individual members in meeting their obligations to file a personal accident report with the Employer.
20. Branch Presidents shall assist individual members who are reporting a personal assault by a student, other employee or an intruder.
21. Branch Presidents shall make contact with new members as soon as possible after their effective hiring date and shall assist them with their orientation to teaching or teaching within the school.
22. Branch Presidents shall assist members with application for a Certification Rating Statement.
23. Branch Presidents shall support members who are experiencing professional difficulties, serious illnesses or stress within the school environment.
24. Branch Executive Members shall promote worker solidarity among the branch members.
25. Branch Presidents shall advise individual members on the appropriate and effective access of Federation Services.
26. Branch Presidents shall organize and direct the steward organization within the Branch for dissemination of Provincial and District OSSTF information by utilizing the Branch Steward Network to direct information to members affected by the information.

27. Branch Presidents shall collect information about individual members and the views of the membership, utilizing the Branch Steward Network, for transmission to the Bargaining Unit President.
28. Branch Presidents shall use the Branch Steward Network to identify potential violations of the Collective Agreement, for reporting to the Federation Officer.
29. Branch Presidents shall report to the Bargaining Unit President of the absence of members from their teaching duties for a period exceeding ten consecutive days.
30. Branch Presidents shall report to each meeting of the Bargaining Unit Council.

APPENDIX 2 - Strike Fund Donation/Collection Policy & Procedure

Policy: It is important that OSSTF members support the political actions taken by their peers elsewhere in the province. In the case of the strike, financial support is most crucial. It is the policy of Trillium Lakelands OSSTF District 15 that its members be made aware of the political undertakings of their peers and that they be encouraged to support them financially.

Procedure 1 (Other OSSTF Districts/Bargaining Units)

- 1.1 Initially the message for collection is sent from the District President to Branch Presidents through a President's Memo, a council meeting or through a faxed memo to Branch Presidents.
- 1.2 Through a branch notice, members are requested to make a donation of \$25.00 although a donation of any amount is accepted. A short time line is given. Reminders are made in a manner with which the individual president is comfortable.
- 1.3 Cheques, made payable to the Branch accounts, are given to the Branch treasurer.
- 1.4 The Branch transfers the collection to the District Treasurer.
- 1.5 Once all donations have been collected, the District Treasurer sends one cheque to the district in question. The membership is notified through the Newsletter of the total District amount collected. Individual Branches may announce their own totals.
- 1.6 "Thank you's" are sent to the membership at large through the District newsletter as well as Branch postings.
- 1.7 When acknowledgment arrives from the district in question, this is posted at the Branch level and in the subsequent issue of the District newsletter.

- 1.8 Donations which are made after the “deadline” are to be forwarded to the District Treasurer and held in an account and will be included in the next call for support.
- 1.9 The financial support provisions of this procedure do not apply to OSSTF strikes that are funded by special levy if such measure affects or is likely to affect members of OSSTF District 15.

Procedure 2 (Unions/Bargaining Units within the boundaries of District 15)

- 2.1 On the tenth day of a strike (full withdrawal of services), the President shall send a letter of support and a donation to the striking bargaining unit’s hardship fund. The amount of the cheque will be calculated on the following basis: \$20.00 per member employed at a worksite within the City of Kawartha Lakes, the County of Haliburton, or the District of Muskoka who is on a strike involving a full withdrawal of services, to a maximum of \$8000.00.
- 2.2 At the same time, the President shall send a message to the teacher members of OSSTF District 15 requesting that each member donate the required per capita cost to cover the cost of the donation described in 2.1.
- 2.3 Branch Presidents will arrange for the collection of the voluntary levy and forward the money to the Bargaining Unit Treasurer.
- 2.4 The President, through periodic statements at the Bargaining Unit’s website, shall keep the membership informed on the progress of the strike action.
- 2.5 The Bargaining Unit Council may authorize additional payments in support of the striking workers.

APPENDIX 3 - OSSTF Branch Excellence in Education Awards

1. The Bargaining Unit Council shall recommend to the Bargaining Unit Treasurer by April 1st of each year the amount of money to be allocated to awards by worksite for the following school year.
2. The Bargaining Unit Assembly shall determine the amount of money allocated to awards with its approval of the budget at the Annual Meeting.
3. The President and the Treasurer shall present to the June meeting of the Bargaining Unit Council, a motion for the allocation to the branches/worksites of the money contained in the awards line of the budget.

4. Each branch/worksite Executive shall determine the awards to be offered and the criteria for choosing the winners.
5. Each branch/worksite may draw money for awards, up to the maximum amount of money allocated to that branch/worksite provided that:
 - (i) the name of the award contains the words, “OSSTF (Name of Branch/Worksite) Award”;
 - (ii) the award is being made to a student, graduating student, or staff member at the school associated with the branch/worksite;
 - (iii) the Branch/Job Site submits a voucher, signed by the Branch President or Worksite Representative, stating the value of each award;
 - (iv) the voucher is accompanied by an official school/OSSTF document(s) stating the name of the award, the name of the winner, the name of the event at which the award shall be presented and receipt(s), if applicable.

APPENDIX 4 - Anti-Harassment and Anti-Bullying Policy and Procedure

Anti-Harassment and Anti-Bullying Statement:

Let us not take thought for our separate interests, but let us help one another.

A member of OSSTF has the right to a workplace and union environment free from harassment and bullying.

Harassment and discrimination are not joking matters. They have a destructive effect on the workplace environment, individual well-being, and union solidarity. Such actions are not only destructive, they can be illegal.

Harassment and discrimination can take many forms and may be verbal, physical or psychological. They can involve a wide range of actions including comments, gestures or looks, pictures, messages, touching, or more aggressive actions. These acts may be indirect or overt; they may be isolated or repeated.

However, acts of harassment and discrimination are always degrading, unwelcome, and coercive. They are always unacceptable.

As members of OSSTF, our goal must be to protect human rights, to promote mutual respect and trust, and to foster inclusion. We cannot condone or tolerate intimidating, demeaning, hostile and aggressive behaviour against another member. We cannot condone these

behaviours when we witness them. As OSSTF members, we must speak out against this conduct and stand together to protect human rights. We must take action.

OSSTF is committed to strengthening member solidarity, and in addition to representing members' interests in the workplace, takes seriously its own responsibility to ensure that members are treated with respect and dignity at all district sponsored OSSTF events and meetings.

Any member who feels targeted by harassment or discrimination must be able to speak up and know their concerns will be responded to immediately in accordance with OSSTF Policies and Bylaws and the Resolution and Complaint Procedure, as approved by the Teachers' / Occasional Teachers' Bargaining Unit Assembly.

Resolution and Complaint Procedure:

A member who believes s/he has been the target of harassment or discrimination at a bargaining unit sponsored OSSTF meeting or event is encouraged to take immediate action to ensure this behaviour is stopped.

As a first step, the member should make it clear to the perpetrator that s/he finds the behaviour offensive, and ask that it be stopped. This can be done personally, either in writing or verbally, or with the assistance of a third party.

If the behaviour recurs or persists, or if the member does not feel safe in approaching the perpetrator directly, s/he should speak with the designated Anti-Harassment Officer(s) and ask her/him to act. If no officer has been designated, the member should speak with the Officer or Chairperson in charge to ask that one be appointed.

The designated officer(s) will investigate the complaint promptly, including separately interviewing the parties involved and any witnesses, with a view to resolving the problem informally. During this process, the designated officer(s), with the approval of the Teachers' / Occasional Teachers' Bargaining Unit Council, may remove the respondent temporarily from the meeting if circumstances warrant.

The investigation shall be handled confidentially; however, all complaints will be reported by the designated officer(s) to the Teachers' / Occasional Teachers' Bargaining Unit President.

If the complaint cannot be resolved informally, the complainant will be asked to put the complaint and all relevant information in writing. If the complainant chooses to provide such a written complaint, it will be submitted to the Teachers' / Occasional Teachers' Bargaining Unit President for action and it shall be the responsibility of the Teachers' / Occasional Teachers' Bargaining Unit President to conduct an investigation, determine if the behaviour falls under the definition of harassment, and decide on appropriate remedial action. The parties involved will receive a written report stating the findings and any action taken.

Resolutions may include but are not limited to apologies, mediation, warnings, temporarily limiting access, or removal / exclusion from the meeting or event. If a decision is made to remove or exclude that member, and where this member is representing a branch/worksites, bargaining unit or district, a confidential letter outlining the reasons for this decision will be sent to the president of the appropriate body.

Decisions may be reviewed by the Anti-Harassment and Anti-Bullying Appeals Committee on the request of a member.

The Teachers' / Occasional Teachers' Bargaining Unit President shall keep a sealed confidential file listing only the date of the complaint and the name of the respondent. The records and reports related to the investigation shall be kept in a locked cabinet for a period of five years at which time they will be destroyed.

None of the above restricts a member's right to file a complaint to the Provincial Office of OSSTF, with the Ontario Human Rights Commission or make a complaint to the police.

APPENDIX 5 – Executive Election Balloting Guidelines

1. All delegates must remain seated throughout the process of the election.
2. All materials will be distributed and collected by the Chief Electoral Officer, and/or designate(s) agreed to by all candidates.
3. Each delegate shall receive a ballot book containing ballots of various colours, and a uniquely coloured ballot will be used for the election of each position.
4. Delegates will be instructed by the Chief Electoral Officer to write the name of their preferred candidate for the position on the specified coloured ballot. In the case of the position of Vice President, the delegate must write two names, one for each Vice President position.
5. Ballots containing any additional words are considered spoiled ballots and must not be considered either in the vote count or in the total votes cast.
6. Ballots will be collected in a manner that ensures the selection of each delegate remains secret.
7. Ballots will be counted by the Chief Electoral Officer. Each candidate is entitled to have one (1) scrutineer present for the counting of ballots.
8. The results of each election will be reported to the Bargaining Unit Assembly by the Chief Electoral Officer immediately upon the completion of counting.