



# CONSTITUTION & BY-LAWS

of the

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

AS AMENDED & ADOPTED May 18, 2023

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# 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	An organizational sub-unit of the Bargaining Unit, comprised of a single secondary school, used to provide more immediate and direct representation and service to active members at their job site.
Day School	The Day Schools are BMLSS, FFSS, GHS, HHS, HHSS, IEWSS, and LCVI.
Job Site	A physical location where active members are assigned to work by the Trillium Lakelands District School Board.
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 of 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 4 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 District School Board 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 District School Board 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 Constitution, By-Laws, and Policies and Procedures, 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 District School Board 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 District School Board 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 their 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.
  - 5.1.1 Members spending equal amounts of assigned time at two different secondary schools within District 15 may choose to belong to either of the two Branches

representing those two schools, and shall notify the Branch President of each Branch, and the District Office of their decision.

- 5.2 The operations of each Branch shall be based upon the pertinent articles and clauses of the Bargaining Unit Constitution, By-Laws, Policies and Procedures.

### 5.3 Composition of the Branch Executive

- 5.3.1 Each Branch shall have an executive which shall be composed of the following positions:

- 5.3.1.1 President;

- 5.3.1.2 Vice President;

- 5.3.1.3 Secretary;

- 5.3.1.4 Educational Services Officer;

- 5.3.1.5 Staffing Officer;

- 5.3.1.6 Collective Bargaining Committee Representative;

- 5.3.1.7 Occupational Health and Safety Officer;

- 5.3.1.8 Stewards. Each Branch shall determine the number and organization of Stewards appropriate to its Branch culture.

- 5.3.2 Branches may establish additional Branch Executive Officers as deemed necessary.

- 5.3.3 The term of office for all Branch Officers shall be for one (1) year, from July 1<sup>st</sup> to June 30<sup>th</sup>, with the exception of the Collective Bargaining Committee Representative as prescribed elsewhere in the Bargaining Unit Constitution and By-Laws.

### 5.4 Duties of the Branch Executive

- 5.4.1 The Branch Executive shall be responsible for:

- 5.4.1.1 promoting the importance of the Federation and its programs to the members;

- 5.4.1.2 providing information to the membership concerning Federation activities, policies, meetings and the terms of the Collective Agreement;

- 5.4.1.3 collecting information about the operations of the job sites within the Branch and communicate this information to the District Office;

- 5.4.1.4 reporting potential management violations of the Collective Agreement within the job sites to the Federation Officer;
- 5.4.1.5 collecting strike fund contributions from the membership;
- 5.4.1.6 promoting the availability of professional development funds and programs, and encouraging their use;
- 5.4.1.7 administering OSSTF awards at the school level;
- 5.4.1.8 promoting the aims of the bargaining unit within the community.
- 5.4.1.9 representing the membership on the in-school Staffing Committee and on the School Council, where one exists;
- 5.4.1.10 providing 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.

## 5.5 Duties of Branch Officers

### 5.5.1 General

All Branch Executive officers shall:

- 5.5.1.1 Carry out duties as specified in the District Constitution and By-Laws and the Bargaining Unit Constitution, By-Laws, Policies and Procedures;
- 5.5.1.2 Carry out duties as directed by the Bargaining Unit Council, relevant committees, and by the Branch membership;
- 5.5.1.3 Attend all Branch and Branch Executive meetings;
- 5.5.1.4 Promote and advance the cause of OSSTF and District 15 within the Branch, emphasizing the importance of the Federation and its programs to members;
- 5.5.1.5 Take an active leadership role within the Branch, especially during times of stress and/or crisis.

### 5.5.2 President

The President shall:

- 5.5.2.1 Be the presiding OSSTF Officer within the Branch;
- 5.5.2.2 Be the sole authority responsible for requesting the release of Branch funds from the Bargaining Unit Treasurer;
- 5.5.2.3 Preside at meetings of the Branch;



- 5.5.2.4 Represent the Branch at the Bargaining Unit Council, presenting a report at each meeting including information on the activities of their Branch, and items of interest or concern to the Bargaining Unit;
- 5.5.2.5 Be a member, ex-officio, of all Branch Committees;
- 5.5.2.6 Serve as one of two OSSTF members on the In-School Staffing Committee, or appoint a designate;
- 5.5.2.7 Serve as liaison between the Branch and the school administration in matters of Federation concern;
- 5.5.2.8 Represent members in matters of minor professional difficulty in meetings with school administration.

### 5.5.3 Vice-President

The Vice-President shall:

- 5.5.3.1 Perform the duties of the President when the President is absent or unable, or if the office of the President is vacant;
- 5.5.3.2 Serve as the Teacher Representative on the School Council, attend all meetings, and report on meetings of the School Council to the Branch Executive;
- 5.5.3.3 Assist the President and the other members of the Branch Executive in their duties.

### 5.5.4 Secretary

The Secretary shall:

- 5.5.4.1 Act as official Secretary to the Branch, and keep a record of the proceedings of Branch meetings;
- 5.5.4.2 Maintain Branch records, including but not limited to, Branch member personal contact information, and update the District Office as required.

### 5.5.5 Educational Services Officer

The Educational Services Officer shall:

- 5.5.5.1 Communicate with Branch members on the availability of professional development funds and programs, and encourage their use;
- 5.5.5.2 Review annually, publicize, and make available to Branch members the Bargaining Unit PD Fund Policy and Procedure, and the PD Fund application form;

5.5.5.3 Assist members with the Fund application process and answer questions about how to access professional development funds;

5.5.5.4 Assist members with any follow up required on their applications with the District Office.

#### 5.5.6 Staffing Officer

The Staffing Officer shall:

5.5.6.1 Attend all meetings of the Branch's In-School Staffing Committee, and fulfill the mandate of the Committee, in accordance with the In-School Staffing Guidelines as agreed to by the Federation and the District School Board, to:

5.5.6.1.1 Review the allocation of the instructional and non-instructional time to each member;

5.5.6.1.2 Identify any discrepancies between actual class sizes and the provisions regulating class size as determined by the collective agreement;

5.5.6.1.3 Report to the Federation Officer and the Joint Staffing Committee regularly, as defined by the Collective Agreement.

5.5.6.2 Keep Branch members informed of the In-School Staffing Committee's activities.

#### 5.5.7 Collective Bargaining Committee Representative

The Collective Bargaining Committee Representative shall:

5.5.7.1 Serve a term that shall be from their election following the ratification of a new collective agreement until the ratification of the next collective agreement;

5.5.7.2 Attend all meetings of the Collective Bargaining Committee, as called by the Committee Chair;

5.5.7.3 Consult with Branch members to determine the goals and priorities for negotiations prior to the development of the negotiations brief;

5.5.7.4 Assist with the development of the negotiations brief, under the direction of the Federation Officer, and recommend a final version for approval to the Bargaining Unit Council and the Protective Services Department of OSSTF;

5.5.7.5 Keep Branch members informed of the Collective Bargaining Committee's activities.

#### 5.5.8 Health and Safety Officer

The Health and Safety Officer shall:

- 5.5.8.1 Be a worker member on the site-based Joint Occupational Health and Safety Committee at their Branch, where possible;
- 5.5.8.2 Be responsible for the completion of monthly inspections and for submitting monthly reports;
- 5.5.8.3 Alert school administration and the Federation Officer of any serious occupational health and safety concerns or violations;
- 5.5.8.4 Attend all training as required of Joint Occupational Health and Safety Committee members or as requested by the Federation Officer;
- 5.5.8.5 Promote a culture of occupational health and safety within the Branch.

#### 5.5.9 Stewards

The Stewards shall:

- 5.5.9.1 Communicate regularly with members in their organization unit;
- 5.5.9.2 Be attentive and empathetic to members concerns, communicating issues regarding potential violations of the Collective Agreement to the Branch President and/or District Office, as appropriate;
- 5.5.9.3 Provide support to branch members, assisting them to connect with other members, union leaders, and/or professional or community support services, as required.

## Article VI - Job Sites

- 6.1 Bargaining Unit Council shall appoint an OSSTF Job Site Representative in each of the designated job sites by September 15<sup>th</sup>. 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.
- 6.2 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.

- 6.3 The term of office for all OSSTF Job Site Representatives and OSSTF Job Site Health and Safety Officers shall be from September 16<sup>th</sup> of one school year until September 15<sup>th</sup> of the next school year.

## ARTICLE VII - Bargaining Unit Executive

### 7.1 Composition

7.1.1 The Bargaining Unit Executive of the Teachers' / Occasional Teachers' Bargaining Unit shall consist of:

7.1.1.1 the President;

7.1.1.2 the Vice-Presidents (2);

7.1.1.3 the Occasional Teachers Representative;

7.1.1.4 the Treasurer;

7.1.1.5 the Secretary;

7.1.1.6 the Equity, Anti-Racism & Anti-Oppression Officer;

7.1.1.7 the Federation Officer (Chief Negotiator, Grievance Officer) (non-voting).

7.1.2 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.

### 7.2 Duties

7.2.1 The Bargaining Unit Executive shall consult prior to the Bargaining Unit Council meeting for the purpose of setting the agenda.

7.2.2 The Bargaining Unit Executive shall advise the President between scheduled Bargaining Unit Council meetings.

7.2.3 Whenever possible, the Bargaining Unit Executive shall communicate electronically.

7.2.4 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 their duties for more than ten (10) school days.

7.2.5 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, each year by September 30. Notwithstanding this duty, the President as the need arises, may adjust these duties and report such adjustments to the Bargaining Unit Council.

7.2.6 These duties shall include but not be limited to the following:

7.2.6.1 communications;

7.2.6.2 educational services;

7.2.6.3 political action;

7.2.6.4 status of women;

7.2.6.5 monitoring of Board Meetings;

7.2.6.6 Health & Safety;

7.2.6.7 Excellence in Education;

7.2.6.8 Human Rights.

### 7.3 Compensation

7.3.1 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 VIII - Election and Appointment of Officers

8.1 The Bargaining Unit shall elect the President in accordance with the By-Law on Bargaining Unit Executive Elections, in even numbered years. The President will be released full time.

8.2 The Bargaining Unit will elect, at the Annual Meeting of the Bargaining Unit Assembly, in even numbered years the following officers:

8.2.1 two (2) Vice Presidents;

8.2.2 Treasurer;

8.2.3 Secretary;

8.2.4 Equity, Anti-Racism & Anti-Oppression Officer.

- 8.3 When the Annual Meeting of the Bargaining Unit Assembly occurs electronically voting shall be conducted through the provincial office secure voting software.
- 8.4 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.
- 8.5 The Occasional Teachers Representative shall be elected annually in September by the Occasional Teacher members of the Bargaining Unit.
- 8.6 Upon the recommendation of the Bargaining Unit Executive, the Bargaining Unit Council shall appoint the following:
  - 8.6.1 Joint Occupational Health and Safety Committee Members at each job site
  - 8.6.2 Other officers as may be deemed necessary.
  - 8.6.3 These appointments may necessitate the addition of other non-voting members to the Bargaining Unit Council upon the ratification of the Council.

## ARTICLE IX - Bargaining Unit Council

### 9.1 Composition

- 9.1.1 The Bargaining Unit Council shall consist of:
  - 9.1.1.1 The President;
  - 9.1.1.2 Two Vice Presidents;
  - 9.1.1.3 The Federation Officer (Chief Negotiator, Grievance Officer) (non-voting);
  - 9.1.1.4 The Treasurer;
  - 9.1.1.5 The Secretary;
  - 9.1.1.6 The Equity, Anti-Racism & Anti-Oppression Officer;
  - 9.1.1.7 The Occasional Teachers Representative, elected by Occasional Teachers;
  - 9.1.1.8 The Branch Presidents or designates chosen from the members of the Branch Executive if a President is unable to attend;
  - 9.1.1.9 The Chairperson of Bargaining Unit Council.

### 9.2 Duties

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

- 9.2.2 The Council shall establish interim policies and procedures for the Bargaining Unit. Any interim policies and procedures established by Bargaining Unit Council shall be submitted to the next Annual Meeting of the Bargaining Unit Assembly for adoption. Any interim policies and procedures that fail to be adopted at the Annual Meeting of the Bargaining Unit Assembly shall cease to have any authority over Bargaining Unit operations.
- 9.2.3 The Council shall make recommendations to the Annual Meeting of the Bargaining Unit Assembly concerning the proposed budget for the following Federation year.
- 9.2.4 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.
- 9.2.5 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.
- 9.2.6 Council shall approve the negotiations brief, prior to its presentation to the Board.
- 9.2.7 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.
- 9.2.8 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.
- 9.2.9 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.
- 9.2.10 The Council shall appoint at its June meeting in odd-numbered years a Chair to preside over the meetings of the Council. The Chair shall not hold another Council position.
- 9.2.11 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.
- 9.2.12 All decisions of the Council shall be by majority vote.

### 9.3 Meetings

- 9.3.1 The Bargaining Unit Council shall meet a minimum of five times during the Federation year.
- 9.3.2 The Council may hold electronic meetings as scheduled by the Chair of the Council.
- 9.3.3 Meetings of the Bargaining Unit Council shall be conducted according to Robert's Rules of Order, Newly Revised.
- 9.3.4 Quorum for meetings of the Bargaining Unit Council shall be a majority of voting Council members.

## ARTICLE X - Duties of the President

- 10.1 The President is the chief executive officer of the Bargaining Unit.
- 10.2 The President is a member of every committee.
- 10.3 The President has the right to attend any Branch meeting and to address any issues of concern to the Bargaining Unit. They shall, however, not vote in any Branch meeting other than their own.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 The President shall exercise editorial control over all District communications.
- 10.9 The President shall serve as the Provincial Councillor.
- 10.10 The President shall provide Federation services to the membership.



- 10.11 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 XI - Duties of Vice Presidents

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

## ARTICLE XII - Duties of the Treasurer

- 12.1 The Treasurer shall present a current financial statement at each Bargaining Unit Council meeting.
- 12.2 The Treasurer shall keep financial records and statements according to generally accepted accounting principles.
- 12.3 The Treasurer shall present the Financial Report for the present fiscal year to the Annual Meeting of the Bargaining Unit Assembly.
- 12.4 The Treasurer shall prepare, in consultation with the President, a proposed budget for the coming fiscal year.
- 12.5 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.
- 12.6 The Treasurer shall present for approval the proposed budget to the Annual Meeting of the Bargaining Unit Assembly.
- 12.7 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.
- 12.8 The Treasurer shall pay all accounts as authorized by the approved spending authority.

- 12.9 The Treasurer shall keep funds in a chartered bank or trust company approved by the Bargaining Unit Council.
- 12.10 The Treasurer shall invest funds according to the instruction of the Bargaining Unit Council.
- 12.11 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.
- 12.12 The Treasurer shall assist spending authorities in preparing their budgets.
- 12.13 The Treasurer shall be a member of the Bargaining Unit Executive.
- 12.14 The Treasurer shall serve as the Treasurer of the District Executive.

### 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 30<sup>th</sup>.
- 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 Equity, Anti-Racism & Anti-Oppression Officer

- 14.1 The Equity, Anti-Racism & Anti-Oppression Officer shall assist in the creation and maintenance of accessible and inclusive local practices and processes to remove barriers to participation.
- 14.2 The Equity, Anti-Racism & Anti-Oppression Officer shall assist in the development of local Federation equity, anti-racist, and anti-oppressive policies and frameworks;
- 14.3 The Equity, Anti-Racism & Anti-Oppression Officer shall work to build awareness on equity, anti-racism, and anti-oppressive issues.
- 14.4 The Equity, Anti-Racism & Anti-Oppression Officer shall co-ordinate and participate in training on equity and related matters.
- 14.5 The Equity, Anti-Racism & Anti-Oppression Officer shall examine equity-based barriers to participation and leadership at the Bargaining Unit level.

- 14.6 The Equity, Anti-Racism & Anti-Oppression Officer shall endeavour to support and amplify members of First Nations, Metis, Inuit, Black, racialized and/or other equity-seeking members and groups within the Bargaining Unit.
- 14.7 The Equity, Anti-Racism & Anti-Oppression Officer shall liaise with other Bargaining Units' Equity, Anti-Racism & Anti-Oppression Officers to collaborate and share resources.
- 14.8 The Equity, Anti-Racism & Anti-Oppression Officer shall liaise with community groups and other organization, as appropriate.

## ARTICLE XV - Duties of the Occasional Teachers Representative

- 15.1 The Occasional Teachers Representative shall attend and report at each meeting of the Bargaining Unit Council regarding issues of concern affecting Occasional Teacher members of the Bargaining Unit.
- 15.2 The Occasional Teachers Representative shall regularly communicate with and consult Occasional Teacher members regarding Bargaining Unit business.
- 15.3 The Occasional Teachers Representative shall actively encourage the participation of Occasional Teacher members in the activities of the Bargaining Unit.
- 15.4 The Occasional Teachers Representative shall serve on the Collective Bargaining Committee in the event that the Occasional Teacher position on the Collective Bargaining Committee is vacant.
- 15.5 The Occasional Teachers Representative shall be a member of the Bargaining Unit Executive.

## ARTICLE XVI - Duties of the Federation Officer

- 16.1 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.
- 16.2 The Federation Officer shall carry out the duties of the office under the direction of the President.
- 16.3 The Federation Officer shall be the District Chief Negotiator, Grievance Officer and Benefits Officer.
- 16.4 The Federation Officer shall be responsible for all aspects of contract maintenance.

- 16.5 The Federation Officer shall be a resource person to the District collecting, collating and presenting statistical data as required.
- 16.6 The Federation Officer will attend every workplace and describe the role of the Federation Officer once per year.
- 16.7 The Federation Officer will deal with any matter arising from the terms and conditions of the collective agreement.
- 16.8 The Federation Officer shall attend all meetings of the Collective Bargaining Committee.
- 16.9 The Federation Officer shall be responsible for the preparation of the Negotiations Brief in consultation with the Collective Bargaining Committee.
- 16.10 The Federation Officer shall present the Negotiations Brief to the Bargaining Unit Council and the Provincial Office, prior to presenting it to the Board.
- 16.11 The Federation Officer shall attend all Provincial and Regional Collective Bargaining Meetings.
- 16.12 The Federation Officer shall be the chief spokesperson of the Federation during the negotiations with the Board.
- 16.13 The Federation Officer shall report to the Bargaining Unit Council and in writing to the Annual Meeting.
- 16.14 The Federation Officer shall report in writing to the membership after each session of negotiations with the Board.
- 16.15 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.
- 16.16 The Federation Officer shall submit copies of the signed collective agreement to the Provincial Office and the Ontario Labour Relations Board.
- 16.17 The Federation Officer shall represent the District on such joint Board/OSSTF committees as determined by the District Executive.
- 16.18 The Federation Officer shall act as grievance officer for the PSSP Bargaining Unit upon appropriate request from the PSSP Bargaining Unit President.

## ARTICLE XVII - Duties of the Occupational Health and Safety Officers

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 The Occupational Health and Safety Committee Members shall report to the Bargaining Unit President all complaints of the members.
- 17.5 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.
- 17.6 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.
- 17.7 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 XVIII - Term of Office

- 18.1 The President will be elected for a term of two years to commence on July 1<sup>st</sup> of even-numbered years and to end on June 30<sup>th</sup> of the next even-numbered year.
- 18.2 The Vice Presidents, Treasurer, Secretary, and Equity, Anti-Racism & Anti-Oppression Officer will be elected for a term of two years to commence on July 1<sup>st</sup> of even-numbered years and end on June 30<sup>th</sup> of the next even-numbered year.

- 18.3 The Federation Officer will be appointed, in accordance with the by-law on the appointment of the Federation Officer, for a term of two years to commence on July 1<sup>st</sup> of odd-numbered years and end on June 30<sup>th</sup> of the next odd-numbered year.
- 18.4 The Occasional Teachers Representative will be elected for a term to commence immediately following their election each September, and end on June 30<sup>th</sup> regardless of any change to their occasional status, so long as they remain a member of the Bargaining Unit.
- 18.5 The Chairperson will be appointed for a term of two years to commence on July 1<sup>st</sup> of odd-numbered years and end on June 30<sup>th</sup> of the next odd-numbered year.
- 18.6 The term of office for delegates to the Provincial Assembly shall be one year to commence on the February 1<sup>st</sup> after their election and end on January 31<sup>st</sup> the following year.
- 18.7 The term of office for the Joint Occupational Health and Safety Committee Member shall be for one (1) year beginning July 1<sup>st</sup>.

## ARTICLE XIX - Standing Committees

- 19.1 The Bargaining Unit shall have five Standing Committees:
- 19.1.1 the Collective Bargaining Committee;
  - 19.1.2 the Governance Review Committee;
  - 19.1.3 the Communications and Political Action Committee;
  - 19.1.4 the Equity and Anti-Oppression Committee;
  - 19.1.5 the Awards and Member Recognition Committee.
- 19.2 The Standing Committees shall:
- 19.2.1 operate in accordance with the Bargaining Unit constitution, by-laws, policies and procedures;
  - 19.2.2 recommend priorities and policies to the Bargaining Unit Council and the Bargaining Unit Assembly on items related to the mandate of the Standing Committee;
  - 19.2.3 undertake research and new initiatives subject to the Committee's mandate;

- 19.2.4 submit budget proposals for the following fiscal year to the Treasurer by April 1<sup>st</sup>, as required;
- 19.2.5 report on its activities to the Bargaining Unit Council, and to the Bargaining Unit Assembly, as appropriate;
- 19.2.6 obtain the approval of the Bargaining Unit Council for any presentation to any group outside of the Bargaining Unit prior to its presentation to that group; and
- 19.2.7 obtain the approval of the Bargaining Unit Council for participation in or endorsement of any outside group's activities.

### 19.3 Membership

- 19.3.1 The membership of the Collective Bargaining Committee shall be:
  - 19.3.1.1 one member from each Branch, elected at a meeting of the Branch within one month of the ratification of a Collective Agreement;
  - 19.3.1.2 the Occasional Teachers Representative;
  - 19.3.1.3 one of the Vice Presidents, as assigned by the President; and
  - 19.3.1.4 the Federation Officer, as Chair.
- 19.3.2 The membership of the Governance Review Committee, the Communications and Political Action Committee, the Equity and Anti-Oppression Committee, and the Awards and Member Recognition Committee shall be:
  - 19.3.2.1 members of the Bargaining Unit Council, self-nominated at the first Council meeting of each school year. Each Council member will select at least one Standing Committee on which they will serve for the year. Council shall appoint a Chair for each Committee from amongst the Committee's members who shall be responsible for calling and facilitating meetings, and for the delivery of reports; and
  - 19.3.2.2 any members at large who wish to join the Committee, at any time.
- 19.3.3 The President shall be a member, ex-officio, of all Standing Committees.

### 19.4 Meetings

- 19.4.1 Standing Committee meetings may be called at any time by the Committee Chair with no less than seven (7) days' notice.
- 19.4.2 Quorum for the Collective Bargaining Committee shall be a majority of Committee members.

- 19.4.3 Quorum for the Governance Review Committee, the Communications and Political Action Committee, the Equity and Anti-Oppression Committee, and the Awards and Member Recognition Committee shall be a majority of Committee members who also sit on the Bargaining Unit Council.

## ARTICLE XX - Bargaining Unit Assembly

### 20.1 Composition

- 20.1.1 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 15<sup>th</sup> of the current Federation year.
- 20.1.2 Short Term Occasional Teachers shall elect from among their members three delegates to the Bargaining Unit Assembly.
- 20.1.3 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.
- 20.1.4 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.
- 20.1.5 The Secretary shall circulate to the Branches copies of the minutes within ten working days following the meeting.
- 20.1.6 The delegates to the Bargaining Unit Assembly shall also serve as delegates to the District 15 Annual Meeting.

### 20.2 Meetings

- 20.2.1 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 15<sup>th</sup>.
- 20.2.1.1 As necessary Meetings of the Bargaining Unit Assembly may be held electronically on a platform designated by the President. The President shall ensure that all delegates are provided with the appropriate login credentials to securely participate in the meeting. No actions during a meeting of the Bargaining Unit Assembly shall be invalidated due to individual technical difficulties.



- 20.2.1.2 Under no circumstances can any part of the electronic meeting be recorded.
- 20.2.2 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.
- 20.2.3 Meetings of the Bargaining Unit Assembly shall be conducted according to Robert's Rules of Order Newly Revised.
- 20.2.4 Quorum for meetings of the Bargaining Unit Assembly shall be a majority of delegates.

### 20.3 Mandate

- 20.3.1 The mandate of the Annual Meeting shall include:
  - 20.3.1.1 electing the officers of the Bargaining Unit;
  - 20.3.1.2 amending the Constitution, By-laws and Appendices of the Bargaining Unit;
  - 20.3.1.3 establishing, amending, or rescinding Bargaining Unit policies;
  - 20.3.1.4 approving the budget;
  - 20.3.1.5 establishing, amending, or rescinding the terms of reference and rules of operation for reserve funds;
  - 20.3.1.6 establishing the guidelines for the Bargaining Unit Federation levy;
  - 20.3.1.7 receiving written reports from the officers of the Bargaining Unit and the Chairs of Standing Committees;
  - 20.3.1.8 recommending to the Executive actions and programs to be undertaken by the Bargaining Unit.
- 20.3.2 The mandate of a General Meeting shall include:
  - 20.3.2.1 amending the Constitution of the Bargaining Unit;
  - 20.3.2.2 establishing, amending, or rescinding Bargaining Unit policies;
  - 20.3.2.3 establishing, amending, or rescinding the terms of reference and rules of operation for reserve funds;
  - 20.3.2.4 establishing the guidelines for the Bargaining Unit Federation levy;

20.3.2.5 receiving reports from the officers of the Bargaining Unit and Chairs of Standing Committees;

20.3.2.6 recommending to the Executive actions and programs to be undertaken by the Bargaining Unit.

## ARTICLE XXI - Amendments

21.1 Amendments to this constitution may be made at the Annual Meeting or a general meeting of the Bargaining Unit Assembly:

21.1.1 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;

21.1.2 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 their 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 their 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 their 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 their 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 they 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 1<sup>st</sup> of each odd-numbered year, with the closing for such posting to be April 15<sup>th</sup> or the closest working day to April 15<sup>th</sup>.
- 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, they will recuse themselves from the Council during the process of appointment.
- 5.4 If a member of the Bargaining Unit Council who recuses themselves 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 from the position midterm the Bargaining Unit Council shall fill the vacancy through by-election as per 6.2, 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, sick leave/STPLP, or other leave acceptable to the Bargaining Unit Council (the discussion of which will be executive session) likely to exceed 10 (ten) consecutive school days, or if the vacancy occurs through the death,



retirement, or resignation from the position of the member in the final semester of their term, the vacancy shall be filled by appointment of the Bargaining Unit Council as per 6.3.

## 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 OPERATIONS

#### 7.1 Finances

7.1.1 The Bargaining Unit Treasurer shall pay or reimburse 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 President and accompanied by required receipts or invoices.

7.1.2 The expenditures paid by the Bargaining Unit Treasurer on behalf of the Branch shall be charged against:

7.1.2.1 the allocation to the Branch in the current Teachers'/Occasional Teachers' Bargaining Unit budget;

7.1.2.2 the Branch's restricted reserve after the allocation to the Branch in the current Teachers'/Occasional Teachers' Bargaining Unit budget is spent.

7.1.3 The Bargaining Unit Treasurer shall provide to each Branch President, at the first Bargaining Unit Council meeting of the year, a written statement of the balance of the Branch's restricted reserve held by the Bargaining Unit.

7.1.4 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.

7.1.5 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.

## 7.2 Branch Meetings

7.2.1 A meeting shall be held annually prior to June 1st, for the purpose of electing the Branch Executive as well as conducting any other business as required.

7.2.2 A Branch meeting may be called, at any time, with at least two days' notice by the Branch President. A Branch meeting may also be called by written request to the Branch President, signed by at least five (5) Branch members, specifying the requested meeting agenda. The Branch President shall be required to call a Branch meeting within seven (7) school days of receipt of the request, ensuring that proper notice is provided to members.

7.2.3 Quorum at any Branch meeting shall be a majority of Branch members.

7.2.4 Branch meetings shall be conducted in accordance with Robert's Rules of Order (Newly Revised).

## 7.3 Elections

7.3.1 With the exception of the Collective Bargaining Committee representative, the members of the Branch Executive shall be elected annually at a meeting of the Branch, prior to June 1st.

7.3.2 Members may nominate themselves to stand for a position, or may nominate another member. Nominations must be supported by a second member. Nominations must be accepted by the nominee in order to stand.

7.3.3 Election shall be determined by a simple majority vote of members present at the meeting called for the purpose of the election.

7.3.4 In the event of a vacancy occurring in any position on the Branch Executive prior to October 15th, the vacancy shall be filled through an election held at the next convenient Branch meeting. In the event of a vacancy occurring in any position on the Branch Executive after October 15th, the Branch Executive shall have the authority to appoint a member into the position for the remainder of the term.

7.3.5 No member shall simultaneously hold a position on the Bargaining Unit Executive and the Branch Executive.

## 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 The District Office, under the direction of the Chief Electoral Officer, shall announce the opening of the nomination period and provide members access to nomination forms no later than the last day of February in even numbered years for the positions of President, Vice Presidents (2), Treasurer, Secretary, and Equity, Anti-Racism and Anti-Oppression Officer.
- 10.1.2 On-time 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. If an online nomination form is used, candidates, nominators, and seconders must provide contact information so that their support of the nomination can be verified by the Chief Electoral Officer in the absence of a signature. 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-nine (49) calendar days prior to the Annual Meeting of the Bargaining Unit Assembly. Forms may be received by email attachment, hardcopy, or other means as arranged by the Chief Electoral Officer. Receipt remains the responsibility of the nominee.
  - 10.1.2.2 Upon the close of on-time nominations the Chief Electoral Officer shall release a list of confirmed candidates for each position to the membership.
  - 10.1.2.3 If only one nomination is received for the position of President, the President shall be declared elected by acclamation 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 The Chief Electoral Officer shall, in advance of the close of nominations, determine a schedule for campaign requirements including but not limited to deadlines and specifications for campaign materials, the date(s) of All-Candidates' meetings, and any other dates of importance. This schedule shall be provided to each candidate upon confirmation of their nomination.

- 10.2.2.2 In any District media where candidates are featured, candidates will appear by position (President, Vice President, Treasurer, Secretary, Equity, Anti-Racism and Anti-Oppression Officer) 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. Links received on-time will be posted on the District website and the link distributed to members' personal email addresses according to the timeline established by the Chief Electoral Officer prior to the close of the nomination period.

- 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, the Chief Electoral Officer, in consultation with the candidates, shall arrange for All-Candidates' Meetings accessible to members of the bargaining unit in all regions and branches within the District. If All-Candidates' meetings are held in-person, there shall be one held in each of the three regions of the District (Muskoka, Haliburton, and City of Kawartha Lakes).

- 10.2.5.1 The All-Candidates' Meetings shall be chaired by the Chief Electoral Officer.

- 10.2.5.2 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.
- 10.2.5.3 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.
- 10.2.5.4 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 Election of the President

- 10.3.1.1 The Bargaining Unit President shall be elected by using the provincial office secure voting software. 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.
- 10.3.1.2 The Chief Electoral Officer will ensure that at least 3 notices of election, including the technical requirements, are provided to all members beginning at least one (1) month before the election is to take place.
- 10.3.1.3 The secure electronic balloting shall be overseen by the Chief Electoral Officer.
- 10.3.1.3.1 Technical assistance, including any email distribution of voting information, will be provided by District Office staff.

- 10.3.1.4 A motion to accept the results and 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 their report. In the event that the election could not be conducted electronically, a motion to accept the results and destroy the ballots shall be brought to the Annual Meeting of the Bargaining Unit Assembly instead.
- 10.3.1.5 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. Once all candidates have been notified, the results shall be communicated to the membership via email and posted on the District website.
- 10.3.2 Election of Executive Positions**
- 10.3.2.1 The election of the Bargaining Unit Executive positions other than President shall take place at the Annual Meeting of the Bargaining Unit Assembly.
- 10.3.2.2 Candidates may be nominated from the floor verbally with the support of a nominator and a seconder. The proposed candidate must verbally accept the nomination for it to stand.
- 10.3.2.3 Prior to the commencement of balloting for each position, the Chief Electoral Officer shall call for further nominations three (3) times, at which time candidates may be nominated from the floor, following which they will declare nominations to be closed.
- 10.3.2.4 Each candidate shall be provided an opportunity to address the Bargaining Unit Assembly. Candidates for Vice President shall be allowed four (4) minutes each, and candidates for Treasurer, Secretary, and Equity, Anti-Racism and Anti- Oppression Officer shall be allowed two (2) minutes each.
- 10.3.2.4.1 The order of speeches for each position shall be determined by the alphabetical order of candidates' surnames.
- 10.3.2.5 Balloting shall take place, as outlined in the Executive Election Balloting Guidelines, immediately following the conclusion of candidates' remarks for each position.
- 10.3.2.6 A defeated candidate for President shall automatically be considered a candidate for Vice President; a defeated candidate for Vice President shall automatically be considered a candidate for Treasurer; and a defeated candidate for Treasurer shall automatically be considered a candidate for Secretary.



- 10.3.2.6.1 A defeated candidate who does not wish to be a candidate for a further position may decline to stand for election by informing the Chief Electoral Officer prior to the commencement of speeches for the next position.
- 10.3.2.7 Once the election for all of the Executive positions has concluded, the Chief Electoral Officer shall ask the Assembly for a motion to accept the election results, and to destroy the ballots.

## BY-LAW 11 - STANDING COMMITTEE MANDATES

- 11.1 The mandate of the Collective Bargaining Committee shall be as described elsewhere in the Constitution and By-Laws.
- 11.2 The mandate of the Governance Review Committee shall be to:
  - 11.2.1 conduct annually, a thorough review of the Bargaining Unit Constitution, By-Laws, Policies and Procedures, and make recommendations to the Annual Meeting of the Bargaining Unit Assembly for amendment;
  - 11.2.2 receive and explore concerns about the Bargaining Unit Constitution, By-Laws, Policies and Procedures identified by the Bargaining Unit Council or by the membership;
  - 11.2.3 assist the Bargaining Unit Council and the membership in matters pertaining to the Bargaining Unit Constitution, By-Laws, Policies and Procedures.
- 11.3 The mandate of the Communications and Political Action Committee shall be to:
  - 11.3.1 engage the membership in political action in relation to public education and furthering the goals and policy positions of OSSTF;
  - 11.3.2 coordinate, in consultation with the President, the Bargaining Unit's political activity, including interactions with Federal, Provincial, and Municipal representatives;
  - 11.3.3 advise the Bargaining Unit around issues of lobbying and election response for all levels of government, including the election of School Board Trustees;
  - 11.3.4 actively undertake campaigns work on issues and topics of importance to the membership;
  - 11.3.5 liaise with the local Labour Councils within the District, and participate in their activities, promoting them to the membership;
  - 11.3.6 publish the "Organized Thoughts" newsletter at least once each semester.

- 11.4 The mandate of the Equity and Anti-Oppression Committee shall be to:
  - 11.4.1 advise the Bargaining Unit on issues of equity, anti-oppression, anti-racism, and diversity, including the implementation and maintenance of accessible and inclusive local practices and processes to remove barriers to participation;
  - 11.4.2 develop local Federation equity, anti-racist, and anti-oppressive policies and frameworks;
  - 11.4.3 recommend to the Bargaining Unit Council training and workshops on equity, anti-oppression, and related topics;
  - 11.4.4 liaise with local community groups and other organizations, as appropriate, and promote their equity, anti-oppressive, and anti-racist work to the membership.
- 11.5 The mandate of the Awards and Member Recognition Committee shall be to:
  - 11.5.1 administer all aspects of the District Awards program, including but not limited to:
    - 11.5.1.1 communications to members advertising the awards, including the awards criteria, how to make a nomination, and the nomination deadline;
    - 11.5.1.2 selection of successful award recipients from nomination submissions; and
    - 11.5.1.3 coordinate with the District Office to arrange prizes and awards presentation.
  - 11.5.2 administer all aspects of the Student Achievement Awards in Honor of Marion Drysdale at the District level, including but not limited to:
    - 11.5.2.1 assisting Branch executives with communications advertising the awards and the submission deadline;
    - 11.5.2.2 judging entries submitted to the District level of the contest;
    - 11.5.2.3 forwarding District winning entries to the Provincial Office; and
    - 11.5.2.4 arranging for prizes for District and Regional winners with the District Office.
  - 11.5.3 make recommendations to Bargaining Unit Council regarding nominating members for OSSTF provincial awards and honours.
  - 11.5.4 make recommendations to the Bargaining Unit Council regarding nominating members for awards and honours external to OSSTF.

# APPENDICES

## APPENDIX 1 - Branch Protocols

### 1. Relations with School Administration

- 1.1 Branch Presidents alone shall be the spokesperson on Branch Federation business with the school administration, even when the Branch President is accompanied by the Branch Executive or a Committee of the Branch in the meeting with school administration.
- 1.2 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.
- 1.3 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 Bargaining Unit President or the Federation Officer.
- 1.4 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.
- 1.5 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 Bargaining Unit President immediately for assistance in protesting the Principal's demands for their participation.
- 1.6 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.

### 2. Collective Bargaining Process

- 2.1 Branch Federation Leaders shall not discuss any matter involving negotiations. Constitutionally, the Federation 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.

- 2.2 Branches shall not discuss nor express their strength of support or opposition to all or any part of the Negotiations Brief, approved by the Bargaining Unit Council and the Protective Services Department of Provincial OSSTF. All members must publicly support the entirety of the OSSTF Negotiations Brief and the team that is negotiating its terms with the District School Board for the benefit of the members.
- 2.3 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 Federation Officer and the Collective Bargaining Committee and/or to the Branch President to report to the Federation 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.

### 3. Communications

- 3.1 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.
- 3.2 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.

### 4. Confidentiality

- 4.1 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.

### 5. Representation and Member Service

- 5.1 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.

- 5.2 Branch Presidents shall assist individual members to file written statements of Health and Safety Concerns with the Principal.
- 5.3 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.
- 5.4 Branch Presidents shall support Branch Occupational Health and Safety Officers in their health and safety inspections of the school.
- 5.5 Branch Presidents shall assist individual members in meeting their obligations to file a personal accident report with the Employer.
- 5.6 Branch Presidents shall assist individual members who are reporting a personal assault by a student, other employee or an intruder.
- 5.7 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.
- 5.8 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.
- 5.9 Branch Presidents shall assist members with application for a Certification Rating Statement.
- 5.10 Branch Presidents shall support members who are experiencing professional difficulties, serious illnesses or stress within the school environment.
- 5.11 Branch Executive Members shall promote worker solidarity among the branch members.
- 5.12 Branch Presidents shall advise individual members on the appropriate and effective access of Federation Services.

## 6. Stewards

- 6.1 Branch Presidents shall organize and direct a network of stewards within the Branch for the dissemination of Provincial and District OSSTF information, using stewards to direct information to members affected by the information.

6.2 Branch Presidents shall collect information about individual members and the views of the membership, using the Branch Steward network, for transmission to the Bargaining Unit President.

6.3 Branch Presidents shall use the Branch Steward network to identify potential violations of the Collective Agreement, for reporting to the Federation Officer.

## 7. Miscellaneous

7.1 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.

## 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 1<sup>st</sup> 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 they have 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 they find 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, they should speak with the designated Anti-Harassment Officer(s) and ask them 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/worksite, 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.

## APPENDIX 6 – Selection of AMPA Delegates / Alternates

1. The President will provide to the Bargaining Unit Council, as part of the materials package for the meeting where delegates/alternates will be selected, the following information:
  - 1.1 The breakdown of the delegate/alternate allocation by job class as provided at Provincial Council;
  - 1.2 The delegate positions that have already been filled, such as that of delegation leader and those outside of the bargaining unit, and the names of the members filling them;
  - 1.3 Confirmation that the posting for applications was advertised to all members during the appropriate period, as per the District Constitution and By-Laws; and
  - 1.4 The names of members from whom on-time applications have been received.
2. If the number of applications is equal to or less than the number of remaining available positions, they shall be confirmed by Council resolution as the delegation for the current year's AMPA. Applicants shall be assigned the status of delegate or alternate in the order that applications were received, with delegates being assigned first.
  - 2.1 In the case where there are fewer applicants than available positions, Council may adopt a resolution empowering the President or the Executive to find members willing to serve and fill the remaining positions between meetings of Council.
3. If the number of applications exceeds the number of remaining available positions it shall be the responsibility of Council to select the delegation through secret ballot.
  - 3.1 Any member of Council who is also an applicant must declare a conflict of interest and recuse themselves from the selection process.
  - 3.2 Each applicant shall have been given the opportunity, prior to the Council meeting, to write a statement of interest, not to exceed 250 words, to help the members of Council make their decision when selecting applicants for the delegation.
  - 3.3 Once Council members have had the opportunity to review the applicants' statements of interest, the delegation shall be selected using a ranked secret ballot.
  - 3.4 The ranked ballot shall be tabulated using a Borda count, as follows:
    - 3.4.1 A score shall be assigned to each applicant by adding a number of points awarded by each ballot. If there are  $m$  applicants, then the first-ranked applicant in a ballot receives  $m - 1$  points, the second gets  $m - 2$ , and so on until the last-ranked applicant receives none.

- 3.4.2 Applicants with the highest scores shall be added first to delegate positions, and then to alternate positions until all positions have been filled.
- 3.5 Once scores have been tabulated and applicants assigned to positions, the delegation shall be confirmed by resolution of Council.
- 3.6 All applicants shall be contacted by the President and notified of the result of the AMPA Delegate/Alternate selection process no later than 5 days following the decision.

## APPENDIX 7 - Selection of the Chair of the Bargaining Unit Council

1. The position of Chair of the Bargaining Unit Council shall be advertised to the membership of the Bargaining Unit no later than May 1st in odd-numbered years. The application period shall be for no less than two weeks.
2. All applications received by the advertised application deadline shall be reviewed by the Bargaining Unit Council.
  - 2.1 Any member of Council who is also an applicant must declare a conflict of interest prior to the review of applications and recuse themselves from the selection process.
3. The President shall inform each applicant that they will have an opportunity to address the members of the Bargaining Unit Council confidentially at a special meeting called for this purpose. Applicants will be provided at least three (3) days' notice of the meeting.
4. The order in which applicants address Council members shall be determined alphabetically by surname. Each applicant will be given three (3) minutes to present a prepared statement, followed by an opportunity to answer any questions that members may have related to their application. Council members shall endeavor to ask all applicants the same questions, unless they are seeking clarification regarding something said in the applicant's prepared statement.
  - 4.1 Applicants who are unable to attend the meeting may forward a prepared statement in writing to be read to Council by the President.
5. Once all of the applicants have had the opportunity to address the meeting, Council may move the meeting into executive session to have further discussion of the applicants, or may choose to move directly to the selection of the preferred applicant.
6. The successful applicant shall be selected by secret ballot.
  - 6.1 Each voting member of Council, except the President, shall write the name of their preferred applicant on the ballot provided. Writing any additional names or other comments on the ballot shall cause it to be considered spoiled.
  - 6.2 Ballots shall be collected and counted by the President, with the Federation Officer serving as scrutineer.
  - 6.3 The applicant with the most votes shall be declared the successful applicant. In the event of a tie, the President shall cast the tie-breaking vote.
7. The President shall offer the position to the successful applicant. Once the position has been accepted, the President shall notify the other applicants of the result.

8. At its June meeting, Council shall confirm the decision through the adoption of a resolution appointing the successful applicant to the position of Chair for a two year term to commence July 1<sup>st</sup>.



## Appendix 8 - Student Achievement Awards in Honor of Marion Drysdale

1. The Bargaining Unit Council shall recommend to the Treasurer by April 1<sup>st</sup> of each year the amount of the prize to be allocated in the following school year to:
  - 1.1 the winner at the District level of the competition in each category; and
  - 1.2 each District entrant who is selected as a Region 5 winner at the regional level of the competition.
2. Once District level and Regional level winners are selected and announced, the Treasurer shall issue cheques to the winners in the amount of the prize, as approved by the Bargaining Unit Assembly in the budget.
3. Winners at each level eligible to receive a monetary prize from the Bargaining Unit shall also receive a letter of congratulations from the President.
4. A report shall be made to the Bargaining Unit Council each spring including but not limited to: the number of submissions received at the District level, the number of District winners selected to compete at the regional level, and the number of regional winners from District 15, the categories in which entrants participated, and recommendations for local administration of the competition for future years.