



## CONSTITUTION

### OSSTF

#### District 17 (Simcoe)

## EDUCATIONAL ASSISTANTS' BARGAINING UNIT

(Representing Educational Assistants' and  
Designated Early Childhood Educators')

July 1, 2015-June 30, 2016

## **TABLE OF CONTENTS**

### **ARTICLES**

ARTICLE 1 - Definitions.....	Page 1
ARTICLE 2 - Name and Authority.....	Page 2
ARTICLE 3 - Objectives.....	Page 2
ARTICLE 4 - Membership.....	Page 2
ARTICLE 5 - Dues and Levies.....	Page 3
ARTICLE 6 - Organization.....	Page 3-4
ARTICLE 7 - Meetings.....	Page 5
ARTICLE 8 - Collective Bargaining.....	Page 5
ARTICLE 9 - Standing Committees.....	Page 5
ARTICLE 10 - General Meetings.....	Page 5
ARTICLE 11 - Ethics.....	Page 6

### **BYLAWS**

Bylaw 1 - General Meetings.....	Page 6
Bylaw 2 – Executive Meetings.....	Page 7
Bylaw 3 - Branch Membership Meetings .....	Page 7
Bylaw 4 - Quorum.....	Page 7-8
Bylaw 5 - Voting.....	Page 8
Bylaw 6 - Elections.....	Page 8-12
Bylaw 7 - Duties of Members.....	Page 12-13
Bylaw 8 – Workplace/School Representative Duties .....	Page 13-14

Bylaw 9 – Duties of Bargaining Unit Executive.....	Page 14-15
Bylaw 10 - Duties of Executive Members:	
President.....	Page 15-16
1 <sup>st</sup> Vice President.....	Page 16-17
2 <sup>nd</sup> Vice President.....	Page 17
Recording Secretary.....	Page 17-18
Treasurer.....	Page 18-19
Executive Officer.....	Page 19
Health and Safety Officer.....	Page 20
Member at Large Position (Effective July 1 2016).....	Page 20-21
Past President.....	Page 21
Bylaw 11 - Collective Bargaining Committee.....	Page 21-22
Bylaw 12 - Health and Safety Committee.....	Page 22
Bylaw 13 - Committee Appointment Committee.....	Page 22-23
Bylaw 14 - Grievance Appeals Committee.....	Page 23-24
Bylaw 15 - Purpose of the General Meeting.....	Page 24
Bylaw 16 - Amendments.....	Page 24-25
Bylaw 17 - Vacancy.....	Page 25
Bylaw 18 - Finances.....	Page 26
Bylaw 19 - Delegates to Annual Meeting of the Provincial Assembly.....	Page 26-28
Bylaw 20 - Anti-Harassment/Anti-Bullying Policy.....	Page 28
Bylaw 21 - Anti-Harassment/Anti-Bullying Appeals Procedures.....	Page 28-29
Bylaw 22 - Ratification Process for Tentative Collective Agreement.....	Page 29
Bylaw 23 – Statutory and Sick Leave for Members of the Executive.....	Page 29-30

## ARTICLE 1 - DEFINITIONS

- 1.1 “OSSTF/FEESO” shall mean the Ontario Secondary School Teachers’ Federation.
- 1.2 “Bargaining Unit” shall be the Educational Assistants’ Bargaining Unit (EABU), representing Educational Assistants’ (E.A.) and Designated Early Childhood Educators’ (DECE), which is the OSSTF organization of those members for who OSSTF/FEESO holds bargaining rights under the Ontario Labour Relations Act.
- 1.3 “District” shall mean OSSTF/FEESO District 17, Simcoe.
- 1.4 “Member” shall mean a permanent, part-time or supply member of the EABU which represents EAs’ and DECEs’ who is an active member of OSSTF/FEESO in good standing.
- 1.5 “Constitution” shall mean a system of fundamental principles by which the Bargaining Unit (B.U.) is governed, and includes a basic organization of the B.U.
- 1.6 “Bylaws” shall mean the standing rules governing the membership of the B.U. on matters which are entirely within the control of the B.U.
- 1.7 “Policy” shall mean a stand or position taken by the B.U. in accordance with its Bylaws on matters whose resolution is beyond the internal legislative power of the B.U.
- 1.8 “Workplace Representatives” shall mean the member of the B.U. who has been elected or the member in the school with the most seniority to coordinate OSSTF/FEESO activities and share information with members within the workplace, at the direction of the B.U. Executive.
- 1.9 “General Meeting” shall mean a meeting of the B.U. membership to conduct the business of the unit.
- 1.10 “Procedures” shall mean the detailed rules established by the B.U. Executive to govern the day-to-day operation of the B.U., which are consistent with the Constitution, Bylaws, and Policy.
- 1.11 “Immediate Past President” for the purpose of the Constitution, shall be the person who held the position of President in the year immediately prior to the year in which the person became the Immediate Past President.
- 1.12 “Member at Large” a member who is 30 years of age and/or younger and in the B.U. for 5 years or less.

## **ARTICLE 2 - Name and Authority**

- 2.1 This Bargaining Unit (B.U.) shall be known as the Ontario Secondary School Teachers' Federation, District 17, Simcoe, Educational Assistants' Bargaining Unit, representing Educational Assistants' and Designated Early Childhood Educators.
- 2.2 Any part of the B.U. Constitution, Bylaws, Policy and/or Procedures, which are in contravention of the OSSTF/FEESO and/or District Constitution, Bylaws, Policy and Procedures are null and void.

## **ARTICLE 3 - Objectives**

- 3.1 The objectives of the EABU shall be to:
  - 3.1.1 Uphold and maintain the Constitution, Bylaws and established practices of OSSTF/FEESO and those of District 17, Simcoe as described in their respective constitutions;
  - 3.1.2 Represent fairly the interests and concerns of its Members with respect to the terms and conditions of employment by means of consultation and/or collective bargaining with the Simcoe Muskoka Catholic District School Board;
  - 3.1.3 Establish reasonable Bylaws and Policies governing its Members, which shall not contravene those established by OSSTF/FEESO or District 17, Simcoe.

## **ARTICLE 4 - Membership**

- 4.1 Members shall include employees in the following classifications: all Educational Assistants and Designated Early Childhood Educators' (permanent, temporary and casual/supply) employed by the Simcoe Muskoka Catholic District School Board.

## **ARTICLE 5 - Dues and Levies**

- 5.1 Members shall pay annual dues as prescribed in the Bylaws of OSSTF/FEESO.
- 5.2 In addition to the dues prescribed by OSSTF, there will be a levy of \$3.00 per pay required by this Bargaining Unit. The amount of the levy shall be approved by a majority vote of those Members present, qualified to vote and voting, at a General or the Annual Meeting of the Bargaining Unit.
- 5.3 Members shall pay a bi-weekly Bargaining Unit levy. This B.U. levy will be used for the purposes of executive time release and negotiations. (07)
- 5.4 The Bargaining Unit shall maintain a reserve fund from any excess funding and levies to be used for the following purposes: (15)
  - 5.4.1 Negotiations
  - 5.4.2 Bargaining Unit Time Release
  - 5.4.3 Workplace/School Representative Training
  - 5.4.4 Member Engagement
  - 5.4.5 Computer/Equipment Cost
- 5.5 The Bargaining Unit shall maintain a reserve fund no greater than \$85,000.00 (15)
  - 5.5.1 In the event that the Reserve Fund is greater than \$85,000.00 a motion will be brought to the Annual General Meeting to vote to reduce the levy for one year.
  - 5.5.2 If the Bargaining Unit reserve fund goes below \$30,000.00 due to an extraordinary year, a motion will be brought to the Annual General Meeting to vote to increase the levy for a specific time period.

## **ARTICLE 6 – Organization**

- 6.1 Bargaining Unit Executive
  - 6.1.1 There shall be an Executive consisting of the following voting members:
    - 6.1.1.1 President
    - 6.1.1.2 1<sup>st</sup> Vice President
    - 6.1.1.3 2<sup>nd</sup> Vice President

- 6.1.1.4 Recording Secretary
- 6.1.1.5 Treasurer
- 6.1.1.6 Four (4) Executive Officers from the following groups: 1-Elementary, 1-Secondary, 1-DECE, and 1-Casual/Supply
- 6.1.1.7 Health & Safety Officer
- 6.1.1.8 Member at Large Position (new member and/or youth member)

6.1.2 In addition to the above voting, there shall be the following non-voting member:

6.1.2.1 Immediate Past President (15)

6.1.3 In the event of a voting tie in an Executive decision the President shall cast a second and deciding vote. (11)

## 6.2 Branch Organization (13)

6.2.1 The Bargaining Unit shall be divided into the following Branches:

- A. Muskoka (DOM, SMH, MMO, SPE)
- B. Orillia (PFO, FOL, MLE, SBE, NOD)
- C. Georgian (STH, OLM, CMA, SDA, SAN, MCA, SHT, OLL)
- D. Georgian West (JVA, SMC, SNC)
- E. Barrie West (JOA, OLG, CAT, BER, NIC)
- F. Barrie North (SJO, GSH, MDY, SCD, MCL, SMO, SMB)
- G. Barrie South (PET, SJV, MAC, PJP, SGA, HCC, SFA)
- H. Bradford (HTR, MTB, MAI, SJB, SCH, SAM)
- I. New Tecumseth (STS, MRO, SPA, HFA, SJA, FFX)

6.2.2 Executive Officer will be assigned to an equal number of schools within the above branches whom shall act as the Executive Liaison. (15)

## **ARTICLE 7 – Meetings**

- 7.1 Frequency of Executive and Branch Membership meetings shall be established in the Bylaws. (13)
- 7.2 There shall be an Annual General Meeting (AGM) as defined in the Bylaws.
- 7.3 Special General Meetings may be convened in accordance with the Bylaws.

## **ARTICLE 8 – Collective Bargaining**

- 8.1 There shall be a Collective Bargaining Committee for the B.U. appointed in accordance with the Bylaws.
- 8.2 The Collective Bargaining Committee shall be responsible to the B.U. Executive through the 2<sup>nd</sup> Vice President. (15)

## **ARTICLE 9 – Standing Committees**

- 9.1 There shall be Bargaining Unit Standing Committees as designated in the Bylaws.
- 9.2 The chairperson of any Bargaining Unit Standing Committee shall attend a Bargaining Unit Executive Meeting at the request of the President.

## **ARTICLE 10 – General Meetings**

- 10.1 Amendments to the Constitution may be made at a General Meeting as provided in the Bylaws.

## **ARTICLE 11 – Ethics**

- 11.1 Members of the Educational Assistants' Bargaining Unit, District 17 shall uphold the ethics statements found in the OSSTF/FEESO Provincial Handbook-Constitution, Bylaws and Policies.



11.2 THE OSSTF/FEESO MOTTO

**"LET US NOT TAKE THOUGHT FOR OUR SEPARATE INTERESTS,  
BUT LET US HELP ONE ANOTHER"**

11.3 A STATEMENT OF ETHICS - Members should present a practical illustration of scholarship and self-discipline and should maintain the utmost respect for the rights and dignity of each individual and for the environment in which the individual works and lives.

11.4 Members should endeavor to foster a regard for the law, an appreciation of environment and the ideal of public service.

11.5 Member's professional conduct should imply the obligation to refrain from public criticism of the member's colleagues.

11.6 A member shall refrain from interfering in an unwarranted manner with another member.

## **BYLAWS**

### **BYLAW 1 – General Meetings**

1.1 Notice of the date of the Annual General Meeting shall be given to the Members by the Bargaining Unit President or designate in writing, at least thirty (30) calendar days prior to the date of the meeting.

1.2 Notice of other General meetings shall be given in writing at least five (5) working days in advance of the meeting.

1.3 The Bargaining Unit President shall call a General Meeting where ten (10) percent or more of the Members make such a request in writing to the President.

## **BYLAW 2 – Executive Meetings**

- 2.1 The B.U. Executive shall meet at the call of the President, up to ten (10) times per school year and with a minimum of four (4) meetings. The President may call additional meetings if necessary.
- 2.2 The Bargaining Unit President shall call a meeting of the Executive when at least three (3) Members of the Executive make such a request in writing to the President within seven (7) working days and 48 hours written notice will be delivered to the executive members.

## **BYLAW 3 – Branch Membership Meetings**

- 3.1 Branch Membership Meetings shall occur when required, as directed by the Bargaining Unit Executive. (15)
- 3.2 The Executive shall call a meeting of the Branch membership where ten (10) percent or more of the Branch Membership make such a request in writing to the Executive via the President. (15)
- 3.3 Written notice of a Branch Meeting shall be given ten (10) working days prior to the date of the meeting.
- 3.4 All permanent, long term temporary and casual/supply members who work and/or supply in any school within the Branch, are considered Branch Members and are entitled to attend and vote at any Branch Membership meeting.
- 3.5 In extraordinary circumstances, the Bargaining Unit Executive may combine Branches for meetings. (13)

## **BYLAW 4 – Quorum**

- 4.1 A quorum for meetings of the Executive shall be a simple majority of the voting Members of the Executive.
- 4.2 A quorum for the AGM shall be 50% plus one of the members present and qualified to vote as per the sign in sheet. Quorum shall be called at a set time on the agenda. (07)

- 4.3 A quorum for a General Meeting shall be those members present, qualified to vote and voting.
- 4.4 A quorum for meetings of the Bargaining Unit Branch Membership shall be simple majority of the voting members of the Branch Membership.

## **BYLAW 5 – Voting**

### General Meetings:

- 5.1 Any active OSSTF/FEESO member, in good standing of the B.U., may attend and speak at any duly convened General Meeting.
- 5.2 There will be no proxy voting. All members must be in attendance at the meeting to be able to vote. (13)
- 5.3 Where a vote is held, any member in the B.U. may vote by secret ballot on the ratification of a proposed Collective Agreement or a sanction against the employer.

### Executive Meetings:

- 5.4 In voting on all matters each voting member of the Executive is entitled to vote.

### Branch Membership Meetings:

- 5.5 In voting on all matters, each member of the Branch is entitled to cast a vote.

## **BYLAW 6 – Elections**

### 6.1 Executive Elections:

- 6.1.1 Only active members, in good standing of the OSSTF EABU (permanent, temporary and casual/supply) may be candidates for office;
- 6.1.2 Elections for the Executive excluding the office of President shall be by secret ballot at the AGM; (11)

6.1.3 Elections for the office of President, 2<sup>nd</sup> Vice President(**next election for 2<sup>nd</sup> Vice President with occur at the 2018 AGM**), Treasurer, Secretary, and Member at Large shall be held in the years ending in even numbers;

6.1.3.1 The B.U. President shall be elected by secret ballot in each individual work site by the membership on even numbers years on the two days following the AGM if required.

6.1.3.1.1 Notice of the voting date will be sent out to all members, permanent, long term, casual/supply and posted on the District 17 web site.

6.1.3.1.2 Candidate election materials will be sent to members through the email blast program by the Election's Committee Chairperson.

6.1.3.1.3 School reps or their designate will supervise a sign in sheet for ballot distribution. After the closing of voting, a tally sheet will be compiled and results telephoned into elections rep at the District 17 office by 4:00 p.m. that day. At no time shall any Workplace/School Rep or member intimidate, coerce or dictate to another member or groups of the members on how to vote. Voting is a secret ballot and must be kept confidential.

6.1.3.1.4 Ballots, signature and tally sheets will be sent to the District 17 office after the voting closes by the school rep or designate via the Board courier in the self-addressed envelope provided.

6.1.3.1.5 The election results will be sent out to the membership within two (2) days after voting closes. (13)

6.1.3.1.6 For the vote of Bargaining Unit President, members must be present in the school and sign the voters list to be eligible to vote. (13)

6.1.3.1.7 Ballots will be destroyed on the last day of school in June by a member of the Elections Committee.

6.1.3.1.8 Nominees may request a recount within 24 hours after the membership has been notified of the results. The result of the recount will be supplied within 7 days of the original notification. Nominees may have a scrutineer represent them at the recount.

6.1.4 Elections for the office of 1<sup>st</sup> Vice President and Executive Officers shall be held in the years ending in odd numbers;

6.1.5 Elections for the office of Health & Safety Officer shall be held every 3 years with the first election taking place at the 2015 Annual General Meeting;

## 6.2 Nominations:

6.2.1 Nominations for Executive positions must have a mover and a seconder;

6.2.2 Nominations shall be sent to the District Office;

6.2.3 Nominations shall close at 12:00 noon, on May 1<sup>st</sup>, prior to the AGM;

6.2.4 When there is only one nomination received at closing for a position(s); the nominated person shall be acclaimed. When there is more than one nomination there shall be an election at the AGM, except for the position of President where there will be an election with voting at the worksites; (13)

6.2.5 Notwithstanding the above, when there is a position which there were no nominations received at closing of nominations, nominations may be received from the floor supported by a mover and seconder at the AGM;

6.2.6 Within five (5) business days of the closing of nominations, a notice shall be sent to all work sites informing the membership of the names of those who

are nominated, those acclaimed, the positions(s) which shall be elected at the AGM and the vacant positions;

6.2.7 Elections for the Executive shall be in order listed in Article 6 of the Constitution:

6.2.7.1 A fifteen (15) minute question and answer period will be held, if necessary, for each position of the executive. The question and answer period will consist of one (1) question at a time from any voting member present and not running for a position;

6.2.7.2 The question and answer period will consist of one (1) question at a time from any voting member not running for a position and recognized by the chair. The question will be thirty (30) seconds in length. Each nominee will answer the question in a one (1) minute response;

6.2.7.3 All candidates shall have an opportunity to make a three (3) minute speech at the AGM before the fifteen (15) question period.

6.2.8 Members of the Bargaining Unit Executive shall be elected by a majority vote of those present, qualified to vote and voting:

6.2.8.1 The term of office of President, 1<sup>st</sup> Vice President, 2<sup>nd</sup> Vice President, Treasurer, Secretary, Executive Officers, and Member at Large will be two (2) years, July 1<sup>st</sup> to June 30<sup>th</sup>. The term of office for the Health & Safety Officers will be three (3) years, July 1<sup>st</sup> to June 30<sup>th</sup>. (15)

6.3 School Representative Elections:

6.3.1 The Workplace Representative shall be selected by the workplace representatives within ten (10) working days following the start of the school year. If no workplace representative is selected and no name is provided to the Executive by eleven (11) days following the start of the school year, the duties will fall automatically to the member who has the most seniority in the workplace. (07)

6.4 Elections Materials:

6.4.1 Candidates may provide to the Elections Committee Chair through email a single page double sided piece of literature in a PDF format within three (3) working days after the membership has been notified of the nomination results. The literature of all candidates will be distributed by the elections Committee Chair by means of one electronic email blast the next working day. (15)

6.4.2 In addition to the above; candidates may send electronically one (1) single page-double sided piece of literature in a PDF format to the Elections Committee Chairperson where copies will be made at the district office for the candidates to distribute at the AGM at no cost to the candidates. (15)

6.5 Election Committee:

6.5.1 An Elections committee will be struck each year by April 1<sup>st</sup>. This committee shall consist of a chair person who shall be a member of the executive not running for a position and a minimum of 2 and a maximum of 4 additional members. The committee members shall be appointed by the executive after seeking applications. This committee shall oversee the nominations, communications, election materials and elections as set out in the Bylaws. The committee shall meet as required. (13)

**BYLAW 7 – Duties of Members**

7.1 It shall be the duty of every member to comply with Duties of Members of the Ontario Secondary School Teachers' Federation as defined in the OSSTF Provincial Bylaw 2 - Rights, Privileges, and Duties, Section 2.1.1.6;

7.2 To elect the voting members of the Bargaining Unit Executive;

7.3 To receive and read communications and reports of the Bargaining Unit Executive;

7.4 Keep informed of the Bargaining Unit business and encourage active participation in the Bargaining Unit business;

- 7.5 To receive, to consider and vote on, at the Annual General Meeting, the bylaw amendments, necessary for the transaction of B.U business;
- 7.6 Attend Bargaining Unit general meetings such as, branch meetings, annual meetings, information meetings and ratification meetings;
- 7.7 Regard the business of the Bargaining Unit as private in nature;
- 7.8 To become familiar with the Bargaining Unit Constitution and Collective Agreement;
- 7.9 Be diligent in advancing professional abilities and strive to improve the quality of education in Simcoe/Muskoka/Parry Sound.

### **BYLAW 8 – Workplace/School Representative Duties (15)**

- 8.1 The duties of the Workplace/School Representative will include but not limited to:
  - 8.1.1 Distributing information received from the Bargaining Unit Executive, District 17 and OSSTF Provincial Office to all members EA's, DECE's and Casual/Supply.
  - 8.1.2 Sending each year, to the Bargaining Unit Executive, the personal email addresses of members and casual/supply.
  - 8.1.3 Providing the B.U. Executive with detailed information when there has been a violation of the Collective Agreement, Board Policies and Procedures and any pertinent Legislation.
  - 8.1.4 Being available to speak on the phone with an Executive Officer every two months.
  - 8.1.5 Following the Collective Agreement, Board Policies and Procedures and pertinent Legislation and the OSSTF Provincial, District and B.U. Constitutions.
  - 8.1.6 Being an ambassador and point of contact for all members including casual/supply.



- 8.1.7 Any other duties as assigned by the Bargaining Unit President and Executive.

## **BYLAW 9 – Duties of the Bargaining Unit Executive**

- 9.1 The duties of the EXECUTIVE shall be to:
  - 9.1.1 Manage the affairs of the B.U. between General Meetings;
  - 9.1.2 Propose a B.U. budget for presentation at the AGM;
  - 9.1.3 Establish procedures and policies in order to facilitate the business of the B.U. and to present those procedures and policies to the membership for ratification at the AGM;
  - 9.1.4 Communicate regularly with the OSSTF/FEESO members of the B.U. regarding the management of EABU business;
  - 9.1.5 Establish procedures for the ratification of the Collective Agreement in accordance with the Labour Relations Act, Bargaining Unit Constitution and the OSSTF/FEESO Constitution and Bylaws;
  - 9.1.6 Fill any vacant positions on the Executive, with the exception of the position of President, which shall be filled in accordance with the Bylaws;
  - 9.1.7 Attend Provincial and/or District 17 meetings and workshops pertaining to each Executive position, assignment or portfolio;
  - 9.1.8 Establish a Constitution Committee in January of each Federation year to rework the B.U. Constitution and make recommendations to the Executive and the AGM and to ensure the E.A.B.U. Constitution is in line with District and OSSTF/FEESO Provincial Constitution and Bylaws; (06)
  - 9.1.9 To appoint up to five (5) members to the B.U. Harassment and Bullying Appeals Committee prior to September 30<sup>th</sup> of each year;
  - 9.1.10 To appoint an alternate to represent the B.U. for all or part of a Provincial Council meeting should the B.U. President be unable to attend;

9.1.11 To appoint four (4) member to the Committee Appointment Committee by June 1<sup>st</sup> of year. (13)

9.1.12 Assign the duties of Communications Officer Newsletter Editor, Social Media Coordinator, Education Services Officer, Constitution Officer Liaison to District Committees, liaison to Branches and delegates to Labour Council to executive members or interested members at large. (15)

## **BYLAW 10 – Duties of Executive Members**

### President

10.1 The duties of the PRESIDENT shall be to:

10.1.1 Assume the role as Chief Executive Officer of the B.U.;

10.1.2 Call and preside over Executive, Branch and General Membership meetings;

10.1.3 Fulfill the duties of the B.U. President as outlined in the OSSTF/FEESO Handbook and the B.U. Constitution;

10.1.4 Be an ex-officio member of all B.U. Committees;

10.1.5 Report regularly to the B.U. Executive, and members, the activities and concerns of the B.U., the District and the Provincial OSSTF/FEESO;

10.1.6 Report to the members at the AGM;

10.1.7 Represent all members of the B.U.;

10.1.8 Ensure that all vital functions of an office, which has been vacated, be carried out on an interim basis until the vacancy is filled;

10.1.9 Represent the B.U. at District Executive Council Meetings, and to take on the position as the District President when it is the E.A.B.U.s turn, as per the District Constitution and report back to the E.U. Executive;

10.1.10 Represent the B.U. at A.M.P.A., should the President be unable to attend, the Executive will determine the designate and report back to the B.U. Executive;

- 10.1.11 Maintain regular communication with the two Vice-Presidents whenever possible; (15)
- 10.1.12 Appoint a business chair of the A.G.M;
- 10.1.13 Attend all general and annual meetings of the B.U. and District; (07)
- 10.1.14 To serve as the Bargaining Unit Provincial Councillor;
- 10.1.15 Serve as the B.U. Pay Equity Officer including attending all training workshops and meetings pertaining to Pay Equity; (14)
- 10.1.16 To represent ALL members' and job class interests as a collective; (13)
- 10.1.17 To carry out their duties in a respectful and confidential manner. (13)

1<sup>st</sup> Vice-President

- 10.2 The duties of the 1<sup>st</sup> VICE-PRESIDENT shall be to:
  - 10.2.1 Perform the duties of the President in the Presidents absence;
  - 10.2.2 Represent the B.U. at District Executive Council meetings, and provide a report in the absence of the president to the B.U. Executive;
  - 10.3.3 Serve as the alternate B.U. Pay Equity Officer carrying out duties as assigned by the B.U. President and Executive including attending all Pay Equity training and workshops pertaining to Pay Equity;
  - 10.2.4 Carry out the duties as may be assigned by the President;
  - 10.2.5 Serve as the official E.A.B.U. representative on one of the District Standing Committees; (04)
  - 10.2.6 Provide a written report following each meeting of the designated District Standing Committee to the Executive; (04)
  - 10.2.7 Put forward to the designated committee the position of the B.U.; (04)
  - 10.2.8 Provide a written report at the E.A.B.U. Annual General Meeting;
  - 10.2.9 Attend all general and annual meetings of the B.U. and District; (07)
  - 10.2.10 To represent ALL members' and job class interests as a collective;

10.2.11 To carry out their duties in a respectful and confidential manner. (13)

10.2.12 Shall ensure pertinent information is placed on the B.U. section of the D17 website.

2<sup>nd</sup> Vice President (15)

10.3 The duties of the 2<sup>nd</sup> Vice President shall be to:

10.3.1 Attend all Provincial, Regional and/or District workshops, training and meetings pertaining to the grievance and collective bargaining process;

10.3.2 Chair the B.U. Collective Bargaining Committee Meetings;

10.3.3 Report to the Executive in a timely fashion on all grievances and collective bargaining updates;

10.3.4 Consult and report, when needed, to the Secretariat Liaison;

10.3.5 Develop arguments and policies in pursuing the grievance procedure;

10.3.6 Consult with any member in a fair and equitable manner when they indicate a situation that may be a potential grievance, collect relevant information and communicate status of the process when required;

10.3.7 Carry out duties as determined by the President or Executive;

10.3.8 Attend all general and annual meetings of the B.U. and District;

10.3.9 To represent ALL members and job class interests as a collective;

10.3.10 To carry out their duties in a respectful and confidential manner.

Recording Secretary

10.4 The duties of the SECRETARY shall be to;

10.4.1 Keep a record of the minutes of all Executive meetings or other meetings as requested by the President;

10.4.2 Send a copy of the approved minutes to each member of the Executive;

10.4.3 Accept nomination forms for elections and resolutions for the B.U. AGM;

- 10.4.4 Carry out duties as may be assigned by the President;
- 10.4.5 Serve as the official D.A.B.U. representative on one of the District Standing Committees;
- 10.4.6 Provide a written report following each meeting of the designated District Standing Committee to the Executive;
- 10.4.7 Put forward to the designated committee the position of the B.U.;
- 10.4.8 Provide a written report at the E.A.B.U. Annual General Meeting; (11)
- 10.4.9 Attend all general and annual meetings of the B.U. and District;
- 10.4.10 Provide to the members the minutes for the previous AGM two (2) weeks prior to the current years AGM;
- 10.4.11 To represent ALL members' and job class interests as a collective; (13)
- 10.4.12 To carry out their duties in a respectful and confidential manner. (13)

Treasurer

- 10.5 The duties of the TREASURER shall be to:
  - 10.5.1 Carry out the duties as may be assigned by the President;
  - 10.5.2 Carry out the duties as may be assigned by the District Treasurer;
  - 10.5.3 Attend treasurer's workshops as required;
  - 10.5.4 Carry out the duties as outlined in Bylaw 17;
  - 10.5.5 Represent the B.U. at any District Finance Meetings and to sit on the District Finance Committee;
  - 10.5.6 Serve as the official E.A.B.U. representative on one of the District Standing Committees; (11)
  - 10.5.7 Provide a written report following each meeting of the designated District Standing Committee to the Executive;
  - 10.5.8 Put forward to the designated committee the position of the B.U.;

- 10.5.9 Provide a written report at the E.A.B.U. Annual General Meeting; (11)
- 10.5.10 Attend all general and annual meetings of the B.U. and District;
- 10.5.11 Distribute to the membership the budget with full line reporting one (1) week prior to the AGM;
- 10.5.12 To represent ALL members' and job class interests as a collective; (13)
- 10.5.13 To carry out their duties in a respectful and confidential manner. (13)

#### Executive Officers

- 10.6 The duties of the EXECUTIVE OFFICER shall be to:
  - 10.6.1 Serve as the official E.A.B.U. representative on one of the District Standing Committees;
  - 10.6.2 Provide a written report following each meeting of the designated District Standing Committee to the Executive;
  - 10.6.3 Put forward to the designated committee the position of the B.U.;
  - 10.6.4 Provide a written report at the E.A.B.U. Annual General Meeting;
  - 10.6.5 Carry out duties as may be assigned by the President;
  - 10.6.6 Be a liaison to the assigned Branches;
  - 10.6.7 Attend all general and annual meetings of the B.U. and District; (07)
  - 10.6.8 To represent ALL members' and job class interests as a collective; (13)
  - 10.6.9 To carry out their duties in a respectful and confidential manner. (13)
  - 10.6.10 Assign to an equal number of schools acting as the Executive Liaison with the responsibility to contact Workplace/School Representative each month during the school year and to provide a written report at each Executive Meeting. (15)

Health and Safety Officer

- 10.7 The duties of the HEALTH and SAFETY OFFICER shall be to:
- 10.7.1 Chair and organize the B.U. Health and Safety meetings;
  - 10.7.2 Set up and organize B.U. Health and Safety training;
  - 10.7.3 Shall be the B.U. representative at all Joint Health and Safety Committee meetings;
  - 10.7.4 Provide a summary report to the Executive following each Joint Health and Safety Committee meeting;
  - 10.7.5 Attend any OSSTF/FEESO workshops, training or conferences related to the duties as the B.U. Health and Safety Officer;
  - 10.7.6 Provide a written report to the E.A.B.U. Annual General Meeting;
  - 10.7.7 Carry out duties as may be assigned by the President;
  - 10.7.8 Attend all general and annual meetings of the B.U. and District; (07)
  - 10.7.9 To represent ALL members' and job class interests as a collective; (13)
  - 10.7.10 To carry out their duties in a respectful and confidential manner. (13)

Member at Large (New and/or Youth Member effective July 1<sup>st</sup> 2016)

- 10.8 The duties of the NEW MEMBER POSITION shall be to:
- 10.8.1 Shall give advice to the Executive on matter which may affect new members;
  - 10.8.2 Serve as the official E.A.B.U. representative on one of the District Standing Committees;
  - 10.8.3 Provide a written report following each meeting of the designated District Standing Committee to the Executive;
  - 10.8.4 Put forward to the designated committee the position of the B.U.;
  - 10.8.5 Provide a written report at the E.A.B.U. Annual General Meeting;

- 10.8.6 Carry out duties as may be assigned by the President;
- 10.8.7 Attend all general and annual meetings of the B.U. and District; (07)
- 10.8.8 To represent ALL members' and job class interests as a collective; (13)
- 10.8.9 To carry out their duties in a respectful and confidential manner. (13)

#### Immediate Past President

- 10.9 The duties of the IMMEDIATE PAST PRESIDENT shall be to:
  - 10.9.1 Act as a resource to the President;
  - 10.9.2 Carry out any duties as determined by the President;
  - 10.9.3 To represent ALL members' and job class interests as a collective;
  - 10.9.4 To carry out their duties in a respectful and confidential manner; (13)

### **BYLAW 11 – Collective Bargaining Committee (amended 2013)**

#### 11.1 Membership

The B.U. Collective Bargaining Committee (C.B.C.) shall consist of 2<sup>nd</sup> Vice President, the 1<sup>st</sup> Vice President, the B.U. President and eleven (11) members appointed by the Committee Appointment Committee. (15)

#### 11.2 Duties

- 11.2.1 To put forward the local collective interest of all members and job classes;
- 11.2.2 To elect from its membership the C.B.C. Table Team;
- 11.2.3 To survey the membership to determine needs and priorities with regards to various aspects of the local collective agreement;
- 11.2.4 To develop priorities and strategies for local collective bargaining;
- 11.2.5 To prepare the local collective bargaining brief;
- 11.2.6 To present the local collective bargaining brief to the executive for approval;



- 11.2.7 To update the members during negotiations;
- 11.2.8 Arrange through the Executive, information and ratification meetings;
- 11.2.9 To elect from its members the Grievance Appeals Committee;
- 11.2.10 Any other duties as required to assist in local collective bargaining and process leading up to collective bargaining;
- 11.2.11 To recommend to the Executive the persons to attend OSSTF/FEESO Collective Bargaining Region meetings and the Provincial OSSTF Collective Bargaining Conference;
- 11.2.12 To carry out duties as assigned by the Executive and B.U. President.

## **BYLAW 12 – Health and Safety Committee (added 2013)**

### 12.1 Membership

The B.U. Health and Safety Committee shall consist of the B.U. Health and Safety Officer, the B.U. President, school health and safety representatives who are B.U. members and additional members appointed by the Committee Appointment Committee with a limit of eleven (11) members in total not including the B.U. President and Health and Safety Officer.

### 12.2 Duties

- 12.2.1 To put forward the collective interest of all members and job classes;
- 12.2.2 To determine the Health and Safety concerns and needs of the membership and job classes;
- 12.2.3 To recommend to the Executive the persons to attend OSSTF/FEESO Health and Safety training or Workers Health and Safety Centre training or other related training or conferences;
- 12.2.4 To carry out duties as assigned by the Executive and the B.U. President.

## **BYLAW 13 – Committee Appointment Committee (added 2013)**

### 13.1 Membership

The B.U. Committee Appointment Committee shall consist of two (2) members of the Executive and two (2) members at large who have not put in an

application for a B.U. Committee. The members of the Committee Appointment Committee will be selected by the Executive before June 1<sup>st</sup> of each year. (15)

### 13.2 Duties

13.2.1 Meet no later than June 10<sup>th</sup> of each year to review the applications for the B.U. Collective Bargaining Committee and the Health and Safety Committee; (15)

13.2.2 Select the members who will sit on the B.U. Collective Bargaining and Health and Safety Committees;

13.2.3 Provide a report to the Executive which will include those selected for each committee, the name, workplace and job class of each applicant, the criteria for selecting committee members and recommendations for the next committee.

### 13.3 Bargaining Unit Committee Application Process

By May 10<sup>th</sup> of each year the B.U. Executive will send through electronic email blast to members information on the B.U. committees mandate, the membership of the committee, the number of times the committee meets and the form to apply to be on one of the two B.U committees. All completed applications must be received at the District Office by May 31<sup>st</sup>.

## **BYLAW 14 – Grievance Appeals Committee**

### 14.1 The Grievance Appeals Process:

STEP 1. When a member feels that they may have a grievance, they must first report the possible grievance to the Bargaining Unit Grievance Officer including all pertinent information and documents, who will investigate the concern in a timely fashion to determine the possible success of the grievance;

STEP 2. If the member is not satisfied with the decision of the Grievance Officer the member can take the possible grievance to the Grievance Appeals Committee to investigate immediately;

STEP 3. If the Member is not satisfied with the decision of the Grievance appeals Committee the member may take the possible grievance to the Bargaining Unit's Secretariat Liaison at the Provincial Office;

STEP 4. If the member is not satisfied with the decision of the Provincial Secretariat liaison the member can take the possible grievance to the Director of Protective services at the Provincial Office. The decision of the Director of Protective Services is final and cannot be over turned. (01)

### **BYLAW 15 – Purpose of the General Meeting**

- 15.1 A General Meeting of the B.U. may adopt or rescind bylaws not inconsistent with the Constitution and Bylaws of OSSTF/FEESO concerning:
  - 15.1.1 The election of B.U. Officers, the time and place and conduct of the A.G.M. and other special General Meetings of the B.U., the information of internal organizations and procedures;
  - 15.1.2 The establishment, amendment or rescission of B.U. policy;
  - 15.1.3 All other matters as deemed necessary or convenient for the promotion of the welfare and interests of Members or the conduct of the business of the Bargaining Unit.

### **BYLAW 16 – Amendments**

- 16.1 Amendments to the Constitution and Bylaws may be made at an Annual and/or General Meeting of the Bargaining Unit.
- 16.2 Amendments to the Constitution may be made by two-thirds majority vote of the Members present and qualified to vote and voting provided that notice of the proposed amendment has been given to the Membership in writing at least ten (10) working days prior to the date of the General Meeting.
- 16.3 Where such notice has not been given, amendments may be made by a nine-tenths majority vote of the Members present, qualified to vote and voting.
- 16.4 Amendments to the Bylaws may be made by a simple majority vote of the Members present, qualified to vote and voting provided that notice of the proposed amendments has been given to the Membership in writing not less than ten (10) working days prior to the date of the General Meeting.

- 16.5 Where such notice has not been given, amendments may be made by a three quarters majority vote of the Members present, qualified to vote and voting.
- 16.6 Amendments to Procedure and Policy shall be made at the next General Meeting by a simple majority vote of the Membership present, qualified to vote and voting.
- 16.7 On time resolutions handed into the Executive at District Office twenty (20) working days prior to the Annual General Meeting. The resolution must include the name of the mover of the motion, the seconder of the motion and the date of the motion (05).

### **BYLAW 17 – Vacancy**

- 17.1 If a vacancy occurs in any B.U. Executive position, except the position of President, the B.U. Executive shall solicit nominations and appoint a Member to fill the vacancy until the end of the term of office.
- 17.2 Where no nominations are forthcoming, the Executive shall appoint a member to fill the position.
- 17.3 Where the vacancy occurs in the position of President, the 1<sup>st</sup> Vice President shall assume the position as “acting president” until an election can be scheduled to take place within forty-five (45) calendar days unless there is less than six months or less remaining in the term of president.
- 17.4 The position of Immediate Past President shall remain vacant unless there is an immediate past President for the position who agrees to fill the position.
- 17.5 In the case of an extended leave of absence of the President during the school year, the 1<sup>st</sup> Vice President will assume the position as ‘acting President’ and be provided with full-time release. (13)
- 17.6 In the case of an extended leave of absence of the President during the school year, the days that are determined as time release will be transferred to the 1<sup>st</sup> Vice President.

## **BYLAW 18 – Finances**

- 18.1 The fiscal year of the B.U. shall be from July 1 to June 30.
- 18.2 The Treasurer shall be the administrator of the B.U. funds and shall disburse those funds in accordance with an approved budget.
- 18.3 The Treasurer shall prepare an up-to-date financial report of the B.U. for the presentation at each Executive meeting.
- 18.4 Vouchers drawn on the B.U. Account shall require signatures as designated by the Executive.
- 18.5 Expenses incurred on behalf of the B.U. shall be paid only if they are submitted on OSSTF/FEESO B.U. expense voucher forms with appropriate receipts, within the spending guidelines and with appropriate approval.

## **BYLAW 19 – Delegates to the Annual Meeting of the Provincial Assembly (AMPA)**

- 19.1 The Delegate(s) to AMPA shall be elected/appointed in accordance with the B.U. Constitution, the District and Provincial Constitution and Bylaws. (00)
- 19.2 The selection for additional delegates to AMPA shall be done at a B.U. Executive Meetings. (00)
- 19.3 The number of delegates shall be determined by the General Secretary of OSSTF/FEESO in accordance with the OSSTF/FEESO Constitution and Bylaws. (00)
- 19.4 Information and the application to attend AMPA will be sent to members electronically through an email blast by November 1<sup>st</sup> of each year. (13)
- 19.5 Notice of interested applications must be sent to the union office no later than 4:00 p.m. on November 30<sup>th</sup>. (13)
- 19.6 Selection of the delegate(s) will be held at the E.A.B.U. Executive Meeting immediately following November 30<sup>th</sup>. (13)

19.7 Selection Process

19.7.1 The criteria for selection of delegates and alternates to AMPA shall be:

19.7.1.1 The President as Provincial Councilors; when the President is unable to attend the 1<sup>st</sup> Vice President will attend in the Presidents place; (15)

19.7.1.2 The selection process for B.U. delegates and alternates shall be determined by dividing names into categories. When there is more than one applicant for a category a lottery process will be used by putting all applicants' names for a category in a box and pulling names one at a time. (13)

19.7.2 Available Delegate Positions and Categories

19.7.2.1 a) **ONE** member who has not attended an AMPA and who is not on the Executive; (13)

b) **ONE** member on the Executive who has not attended an AMPA; (13)

c) **ONE** member on the Executive or a member at large who have attended an AMPA. (13)

19.7.3 Alternate Positions (amended 2013)

19.7.3.1 On years where the B.U. has an alternate position provided to them, as per the District Constitution, the remaining names from all categories shall be placed in a box. The first name to be drawn will act as the alternate to AMPA; further names shall be pulled and placed in order on the AMPA waiting list. The wait list will be used to fill any vacant alternate or delegate position;

19.7.3.2 The list of AMPA delegates, alternates and wait list shall be sent electronically to all members.

19.8 Delegates to the Annual Meeting of the Provincial Assembly shall:

- 19.8.1 Be the official representative of the B.U. at AMPA and take forward the position of the B.U. as determined by the Executive;
- 19.8.2 Attend any meetings relevant to the duties of a Delegate;
- 19.8.3 Take serious the roles and duties as a Delegate at AMPA;
- 19.8.4 Submit a report to the Executive meeting immediately after AMPA which will be sent electronically to members through an email blast;
- 19.8.5 Provide a written submission for the newsletter to the Communications Officer immediately after AMPA.

### **BYLAW 20 – Anti-Harassment and Anti-Bullying Policy**

- 20.1 The E.A.B.U. shall have an Anti-Harassment and Anti-Bullying policy, statement and procedures to be followed at all OSSTF/FEESO workplaces, meeting and functions.
- 20.2 The Anti-Harassment and Anti-Bullying policy, statement and procedures and any amendment to it shall be approved by the Executive.

### **BYLAW 21 – Anti-Harassment and Anti-Bullying Appeals Procedures**

- 21.1 Members affected by a decision resulting from a complaint under the E.A.B.U.s Anti-Harassment and Anti-Bullying procedure may appeal this decision using the following procedure:
  - 21.1.1 Within five (5) days of the decision, the affected member (herein called the Appellant) shall submit a request;
  - 21.1.2 Within two (2) days of receiving the request, the B.U. President shall appoint three (3) members of the B.U. Appeals Committee to consider the appeal;
  - 21.1.3 Within four (4) days the appointed B. U. Harassment and Bullying Appeal Committee shall meet to consider the appeal;
  - 21.1.4 The B.U. Harassment and Bullying Appeal Committee shall review the

complaint, the investigation process and finding, and the decision;

21.1.5 Following the review, the Committee shall either confirm or modify the decision;

21.1.6 The decision of the B.U. Appeal Committee shall be consistent with the E.A.B.U.s Anti-Harassment and Bullying Policy Statement.

## **Bylaw 22 - Ratification Process for a Tentative Collective Agreement**

- 22.1 2<sup>nd</sup> Vice President the Table Team shall call a meeting of the Collective Bargaining Committee to present the terms of a local Tentative Agreement and to recommend or not to recommend the local Tentative Agreement to the Bargaining Unit Executive;
- 22.2 The Bargaining Unit Executive shall vote on recommending the local Tentative Agreement to the General Membership;
- 22.3 The Bargaining Unit Executive shall determine the appropriate process for ratification of the local Tentative Agreement;
- 22.4 The Bargaining Unit President shall provide the membership with information as to the ratification process and copies either paper or electronic of the local Tentative Agreement;
- 22.5 All members of the Bargaining Unit shall be entitled to vote by secret ballot on a local Tentative Agreement;
- 22.6 Ratification of a local Tentative Agreement shall be by a 50% + 1 vote of those members qualified to vote;
- 22.7 No proxy voting is allowed;
- 22.8 The result of the vote shall be provided to the members by the Bargaining Unit President.

## **BYLAW 23 - Statutory and Sick Leave for Members of the Executive**

- 23.1 Any member of the bargaining unit is entitled to all statutory and sick leaves while holding an executive position;



- 23.2 An executive member, while on statutory or sick leave is entitled to remain in their elected position and attend Executive and general meetings of the Bargaining Unit;
- 23.3 An executive member who chooses to take a statutory or sick leave from the elected position is entitled to return to the elected position at the end of their leave for the remainder of the term.