

**The Constitution
and
Bylaws
of
Upper Canada District
District 26 of the
Ontario Secondary School Teachers' Federation**

Occasional Teachers' Bargaining Unit



Amended: October 2021

**The Constitution of
Occasional Teachers' Bargaining Unit
District 26, The Upper Canada District
Ontario Secondary School Teachers' Federation**

Article 1: Definitions	3
Article 2: Name	4
Article 3: Objects	4
Article 4: Membership	4
Article 5: Bargaining Unit Levy	4
Article 6: Bargaining Unit Organization	4
Article 7: Elections and Term of Office	4
Article 8: General Meetings	4
Article 9: Committees	5
Article 10: The Rules of Order	5
Article 11: Amendments to Articles and Bylaws	5
Article 12: Voting Principles	5

Bylaw 1: Federation Year	6
Bylaw 2: Duties of Members	6
Bylaw 3: Finances	6
Bylaw 4: Elections	6
Bylaw 5: District Levy	7
Bylaw 6: Duties of the President	7
Bylaw 7: Duties of the Vice President	7
Bylaw 8: Duties of the Secretary	7
Bylaw 9: Duties of the Treasurer	8
Bylaw 10: Duties of the Chief Negotiator/Grievance Officer	8
Bylaw 11: Vacancies in Offices	8
Bylaw 12: Duties of the Collective Bargaining Committee	8
Bylaw 13: Duties of Committee Representatives on the Executive	9
Bylaw 14: Bargaining Unit Annual General Meeting	9
Bylaw 15: General Meetings	10
Bylaw 16: Executive Meetings and Duties	10
Bylaw 17: Other Committees	10
Bylaw 18: Conventions, Conferences, Meetings and Related Activities	11
Bylaw 19: The Grievance Committee	11
Bylaw 20: Membership Appeals Committee	12
Bylaw 21: Release Time	13
Bylaw 22: Mileage and Expenses	14
Bylaw 23: Anti-Harassment and Anti-Bullying Policy	14

**The Constitution of
Occasional Teachers' Bargaining Unit
District 26, The Upper Canada District
Ontario Secondary School Teachers' Federation**

Article 1: Definitions

- 1.1 In this Constitution and Bylaws
- 1.1.1 "AMPA" shall mean Annual Meeting of the Provincial Assembly.
 - 1.1.2 "Bargaining Unit" shall mean a Bargaining Unit Organization of the OSSTF.
 - 1.1.3 "Branch" shall mean a Branch Organization of the OSSTF.
 - 1.1.4 "Bylaws" shall mean standing rules governing the membership of OSSTF made under this Constitution on matters of internal regulation and matters which are entirely within the control of OSSTF.
 - 1.1.5 "the Chair" when used in a parliamentary sense shall mean that a meeting is or was in progress and statements were made at the time by or to the person presiding over the meeting or that the authority for presiding was transferred for a time to another person
 - 1.1.6 "Chairperson" shall mean the Presiding Officer of an official body of OSSTF, and may be used in addition to elected titles such as President. Such title shall be deemed to include the alternate titles, which may be used at the preference of the Presiding Officer of each such official body of OSSTF.
 - 1.1.7 "Constitution" shall mean a system of fundamental principles according to which OSSTF is governed, and the basic organization of OSSTF.
 - 1.1.8 "days" shall mean school days as defined in the Education Act unless otherwise stated.
 - 1.1.9 "District" shall mean a District Organization of the OSSTF.
 - 1.1.10 "local organization" shall mean a Provincial District, District or Bargaining Unit.
 - 1.1.11 "Member" shall mean Active Member except where otherwise stated.
 - 1.1.12 "member" shall mean any member of OSSTF as defined in this Constitution unless otherwise stated. [The word "member" or "members" may also be used in context to refer to a person or persons belonging to any sub-group within or outside OSSTF, e.g. "a member of the District Executive" or "a member of a committee"]
 - 1.1.13 "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
 - 1.1.14 "OTF" shall mean the Ontario Teachers' Federation. "
 - 1.1.15 "OTPA" shall mean Ontario Teachers' Pension Act.
 - 1.1.16 "'Sector' shall mean a grouping of Bargaining Units representing Members organized under the Ontario Labour Relations Act who share a community of professional and protective interests."
 - 1.1.17 "Policy" shall mean a stand or position taken by the OSSTF in accordance with its Bylaws on matters whose resolution is beyond the internal legislative power of OSSTF.
 - 1.1.18 "Provincial District" shall mean a District Organization whose boundaries are the boundaries of the Province of Ontario.
 - 1.1.19 "Region" shall mean a Region Organization of the OSSTF.
 - 1.1.20 "regulations" shall mean authoritative rules dealing with details of procedures approved by a council, in accordance with its constitution, to assist it in carrying out the duties assigned to it by the Provincial Assembly.
 - 1.1.21 "TPA" shall mean Teaching Profession Act.
 - 1.1.22 "teacher" shall mean a person employed as a teacher, whether full time or part time, permanent or probationary, continuing education, or occasional.
 - 1.1.23 "Trusteeship" shall mean the resumption by OSSTF of those duties delegated to a local organization in accordance with the OSSTF Bylaws.
 - 1.1.24 "workplace" shall be any location where an OSSTF Member is employed.

Article 2: Name

- 2.1 The name of the Bargaining Unit shall be the Occasional Teachers’ Bargaining Unit of Upper Canada District 26, hereinafter referred to as “the Bargaining Unit” or “the Occasional Teachers’ Bargaining Unit. (A. 17)

Article 3: Objects

- 3.1 The objects of the Bargaining Unit shall be:
 - 3.1.1 protection of its members on employment issues;
 - 3.1.2 assistance in promoting the goals of OSSTF within the boundaries of OSSTF District 26.

Article 4: Membership (A.14)

- 4.1 The membership of the Occasional Teachers’ Bargaining Unit of the Upper Canada District 26 shall be:
 - 4.1.1 all OSSTF members who are occasional teachers, members of the College of Teachers and employed within the boundaries of District 26 under contract in accordance with the Education Act, for whom the OSSTF receives dues;
 - 4.1.2 those members assigned to it by OSSTF.

Article 5: Bargaining Unit Levy

- 5.1 Local dues levied to support the work of the Bargaining Unit shall be determined in a manner prescribed by the Bylaws of the Bargaining Unit. (A.17)

Article 6: Local Bargaining Unit Executive Organization (A.17)

- 6.1 There shall be an Executive of the Bargaining Unit (hereby referred to as the “Executive” composed of:
 - 6.1.1 The President,
 - 6.1.2 The Vice-President / Services Review Representative,
 - 6.1.3 The Secretary
 - 6.1.4 The Treasurer
 - 6.1.5 The Chief Negotiator/Grievance Officer
 - 6.1.6 Communications/Political Action representative
 - 6.1.7 Educational Services representative
 - 6.1.8 Health and Safety representative
 - 6.1.9 Committee for Equity and Diversity representative
- 6.2 The District President and the District Officer shall be ex-officio members of the Bargaining Unit Executive.
- 6.3 The Executive shall meet a minimum of two times per year, or at the call of the President or upon written request of three voting members of the Bargaining Unit Executive.
- 6.4 A quorum for the Bargaining Unit Executive shall be four voting members. (A.14)
- 6.5 The total membership of the Occasional Teacher Bargaining Unit Executive shall be a maximum of nine (9) members. (A.17)

Article 7: Elections and Terms of Office

- 7.1 Members of the Executive shall be elected or appointed in accordance with the Bargaining Unit Bylaws. (A.17)

Article 8: General Meetings

- 8.1 There shall be an Annual General Meeting of the Bargaining Unit membership. (A.17)
- 8.2 Other General Meetings may be called by the Executive and shall be called on written request of ten percent of the membership of the Bargaining Unit. Notice for such a meeting normally shall be one week, and the purpose of the meeting shall be stated in the notice.

Article 9: Committees

- 9.1 The Bargaining Unit Executive shall establish such committees as are necessary to carry out the objectives of the Bargaining Unit including a Collective Bargaining Committee.

Article 10: Rules of Order

- 10.1 The rules of order which govern the Bargaining Unit shall be the Rules of Order contained in the current edition of the OSSTF Handbook.

Article 11: Amendments to Articles and Bylaws

- 11.1 Articles of the Constitution may be established, amended or rescinded at the Bargaining Unit Annual General Meeting by a three-quarters vote of those members present, eligible to vote and voting.
- 11.2 Bylaws may be established, amended or rescinded at the Bargaining Unit Annual General Meeting by a two-thirds vote of those members present, eligible to vote and voting.
- 11.3 No Article or Bylaw of the Bargaining Unit Constitution may contravene the Constitution or Bylaws of OSSTF.

Article 12: Voting Principles

- 12.1 The principle of “one-member, one-vote” shall apply at all meetings and in all balloting of the Bargaining Unit No member can cast more than one vote.
 - 12.2 The practice of weighted votes, proxy or absentee ballots shall not be used within the Bargaining Unit.
 - 12.3 The term ““ex-officio”” when applied to a member of an Executive, Council, Committee or other group within the Bargaining Unit shall refer to an individual who has same privileges as other members of the Bargaining Unit or committee members with the exception of the right to make motions and to vote.
 - 12.3.1 For the purposes of determining quorum the presence of ex-officio members shall not be included in the count.
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**The Bylaws of the Occasional
Teachers' Bargaining Unit
District 26, The Upper Canada District
Ontario Secondary School Teachers' Federation**

Bylaw 1: Federation Year

1.1 The Federation fiscal and membership year shall be from July 1 to June 30.

Bylaw 2: Duties of Members

2.1 The duties of Members are those prescribed in the Provincial Bylaws. (A.17)

Bylaw 3: Finances

- 3.1 Any revenues collected in accordance with Article 5.1 shall be maintained in a duly accredited financial institution.
- 3.2 The Treasurer shall provide for the preparation of an Annual Bargaining Unit Budget in consultation with the Bargaining Unit President and District Treasurer.
- 3.3 The Treasurer shall present, with the District Treasurer, a Financial Statement to the Annual General Meeting of the Bargaining Unit.

Bylaw 4: Elections

- 4.1 The Bargaining Unit Executive shall be elected at the Annual General Meeting and shall assume office at the beginning of the next Federation Year. (A.17)
- 4.2 The Term of Office for all positions shall be two years.
- 4.3 All Members of the Bargaining Unit shall be eligible to stand for and vote for positions on the Bargaining Unit Executive.
- 4.4 Elections at the Annual General Meeting (A.17)
- 4.4.1 The Bargaining Unit President shall, prior to March 31st in each year, invite nominations to all available Bargaining Unit positions outlined in Article 6.
- 4.4.2 In order to be nominated for any position, the candidate must complete the nomination form and submit it to the District Office not later than 4:00 PM seven (7) calendar days prior to the date of the Bargaining Unit Annual General Meeting. It is the sole responsibility of the candidate to ensure that nomination materials are properly completed, received and filed with the District Office prior to the closing of nominations.
- 4.4.3 Notwithstanding Article 4.4.2, in the event that no nominations are received for a position, any Member of the Bargaining Unit may be nominated "from the floor" at the Bargaining Unit Annual General Assembly supported by two other Members as the mover and seconder of the motion to nominate.
- 4.4.4 If there are still no nominations, the Bargaining Unit Executive shall solicit nominations and appoint to the available position.
- 4.4.5 Distribution of campaign literature shall be the sole responsibility of the candidate, at their sole expense.
- 4.4.6 Elections for Executive shall be in the order listed in Article 6.1.
- 4.4.7 All candidates nominated in accordance with the Bylaws and standing for election shall have the opportunity for a speech at the Annual General Meeting.
- 4.4.7.1 When multiple candidates exist for one position, the order of speeches shall be determined by lot.
- 4.4.7.2 Speeches shall not exceed five (5) minutes in duration.
- 4.4.8 Defeated candidates shall be considered for other offices remaining for election if they choose.
- 4.4.9 Election shall be by majority vote by secret ballot, by those present, eligible to vote and voting, at the Bargaining Unit Annual General Meeting.

- 4.4.10 A Chief Returning Officer, who is not a candidate for any Bargaining Unit position, shall be appointed by the Bargaining Unit Executive prior to the Annual General Meeting to oversee the election process.
- 4.4.11 In the event that only one name is put up for a position, the Chair of the Bargaining Unit Annual General Meeting shall declare that nominee elected by acclamation at the Bargaining Unit Annual General Meeting.

Bylaw 5: Bargaining Unit Levy

- 5.1 The amount of any Bargaining Unit dues levied shall be determined by resolution at the Bargaining Unit Annual General Meeting.
- 5.2 Bargaining Unit dues levied shall be implemented conditional upon a simple majority of an all member ratification vote of those eligible to vote and voting, by secret ballot by electronic vote. (A.18)
- 5.3 The sole purpose of any such dues levied collected shall be for services to the Occasional Teachers' Bargaining Unit including release time.

Bylaw 6: Duties of the President

- 6.1 The President shall:
 - 6.1.1 be the official representative of the Bargaining Unit;
 - 6.1.2 call and chair meetings of the Bargaining Unit Executive, the Bargaining Unit Annual General Meeting and General Membership meetings as required; (A.14)
 - 6.1.3 be an ex-officio member of all Bargaining Unit Committees;
 - 6.1.4 be a member of the District Executive;
 - 6.1.5 act as liaison between the Provincial OSSTF and the Bargaining Unit;
 - 6.1.6 act as liaison between the Employer and the Bargaining Unit;
 - 6.1.7 be a signing authority for the Bargaining Unit;
 - 6.1.8 carry out the objects of the Federation within the boundaries of the District;
 - 6.1.9 perform duties as assigned by the Bargaining Unit Executive;
 - 6.1.10 represent the Bargaining Unit on Provincial Council.
 - 6.1.10.1 If the Bargaining Unit President is unable to attend a Provincial Council meeting, then the Bargaining Unit Executive may appoint a designate for that meeting.
 - 6.1.11 liaise with the District Educational Services Committee regarding matters related to educational services and the Bargaining Unit.
 - 6.1.12 with the Vice President, oversee the administration of the Professional Development Fund. (A.17)

Bylaw 7: Duties of the Vice President

- 7.1 The Vice President shall:
 - 7.1.1 assume the duties of the Bargaining Unit President in the absence of the President;
 - 7.1.2 assist the President in carrying out their duties;
 - 7.1.3 perform duties as assigned by the Bargaining Unit Executive.
 - 7.1.4 with the President, oversee the administration of the Professional Development Fund. (A.17)
 - 7.1.5 represent the Bargaining Unit on the District Services Review Committee. (A.17)
 - 7.1.6 act as the Constitution Officer. (A. 18)

Bylaw 8: Duties of the Secretary

- 8.1 The Secretary shall:
 - 8.1.1 record and keep on file minutes of:
 - 8.1.1.1 the meetings of the Bargaining Unit Executive;
 - 8.1.1.2 the Bargaining Unit Annual General Meeting;
 - 8.1.1.3 General Membership Meetings.
- 8.2 assure the unapproved minutes are filed with the District Office Manager within two weeks of each meeting and provide a copy of the approved minutes for distribution to members upon request meeting

- 8.3 receive and answer correspondence as required
- 8.4 perform duties as assigned by the Bargaining Unit Executive

Bylaw 9: Duties of the Treasurer

- 9.1 The Treasurer shall:
 - 9.1.1 account for monies received and disbursed by the Bargaining Unit;
 - 9.1.2 prepare an annual budget and annual financial report for the Bargaining Unit in consultation with the District Treasurer;
 - 9.1.3 provide for a consultation process with the Executive in preparing the budget;
 - 9.1.4 investigate over-expenditures and bring recommendations to the Bargaining Unit Executive;
 - 9.1.5 provide updates to the Bargaining Unit Executive on a regular basis on the financial situation of the Bargaining Unit;
 - 9.1.6 perform duties as assigned by the Bargaining Unit Executive.

Bylaw 10: Duties of the Chief Negotiator/Grievance Officer (A.17)

- 10.1 The Chief Negotiator/Contract Maintenance Officer shall:
 - 10.1.1 assume responsibility for the completion of the negotiating brief in consultation with the Collective Bargaining Committee;
 - 10.1.2 present the brief for approval to:
 - 10.1.2.1 the Collective Bargaining Committee;
 - 10.1.2.2 the Bargaining Unit Executive;
 - 10.1.2.3 the Provincial OSSTF;
 - 10.1.3 modify the brief as required to meet approval of the bodies referred to in Bylaw 10.1.2;
 - 10.1.4 communicate on a regular basis with members:
 - 10.1.4.1 in preparing the brief;
 - 10.1.4.2 in negotiations;
 - 10.1.4.3 regarding a tentative settlement when reached;
 - 10.1.5 be the Chief Spokesperson during negotiations with the Employer;
 - 10.1.6 be on the Table Team in the event the Bargaining Unit requests Resumption of Bargaining;
 - 10.1.7 liaise with Provincial OSSTF;
 - 10.1.8 investigate potential grievances on behalf of members in the Bargaining Unit;
 - 10.1.9 keep confidential records;
 - 10.1.10 inform the Collective Bargaining Committee of concerns, which are not grievances, for information in preparing the negotiating brief.
 - 10.1.11 perform duties as assigned by the Bargaining Unit Executive.

Bylaw 11: Vacancies in Offices

- 11.1 If the office of the President becomes vacant, the Vice President shall assume the duties of the President.
- 11.2 For all other vacancies, the Bargaining Unit Executive shall elect a replacement.

Bylaw 12: Duties of the Collective Bargaining Committee

- 12.1 It shall be the duty of the Committee to:
 - 12.1.1 elect a chair and secretary;
 - 12.1.2 assist the Chief Negotiator/Contract Maintenance Officer in preparing the negotiating brief;
 - 12.1.3 approve the negotiating brief;
 - 12.1.4 direct the Bargaining Unit Executive to request any of the following:
 - 12.1.4.1 Provincial Assistance;
 - 12.1.4.2 Resumption of Bargaining;
 - 12.1.4.3 a strike vote;
 - 12.1.5 conduct any surveys or votes with respect to bargaining including votes for Resumption of Bargaining, strike or ratification of a tentative settlement;
 - 12.1.6 call a General Meeting when necessary for the purpose of ratifying a new collective agreement:

- 12.1.6.1 ensure that all members have access to a copy of the new collective agreement at least 24 hours in advance of the ratification meeting;
- 12.1.6.2 conduct a vote by electronic ballot following procedures published to each member at least 48 hours in advance of the vote. (A.16)

12.2 It shall be the duty of the Committee Chair to:

- 12.2.1 call meetings of the committee and prepare agendas;
- 12.2.2 chair meetings of the committee;
- 12.2.3 recommend payment of committee expenses to the Treasurer;
- 12.2.4 present an annual budget request to the Treasurer.

12.3 It shall be the duty of the Committee Secretary to:

- 12.3.1 record minutes during meetings;
- 12.3.2 assure the unapproved minutes are filed with the District Office Manager within two weeks of each meeting and provide a copy of the approved minutes for distribution to members upon request.

Bylaw 13: Duties of Committee Representatives sitting on the Executive: (A.14)

13.1 Committee Representatives shall:

- 13.1.1 attend their District Committee meetings;
- 13.1.2 make written reports to the Bargaining Unit Executive and to the Annual General Meeting;
- 13.1.3 perform duties as assigned by the Bargaining Unit Executive.

Bylaw 15: Bargaining Unit Annual General Meeting

14.1 The President shall arrange for a Bargaining Unit Annual General Meeting no later than May 13, having provided notice to members no later than April 1st. (A. 18)

14.2 A quorum at the Bargaining Unit Annual General Meeting shall consist of the members present and eligible to vote.

14.3 The Bargaining Unit Annual General Meeting shall:

- 14.3.1 receive District financial statements;
- 14.3.2 receive reports from members of the Executive;
- 14.3.3 amend the Constitution and Bylaws in accordance with Article 11;
- 14.3.4 provide an opportunity for candidate(s) to speak;
- 14.3.5 appoint special committees;
- 14.3.6 honour members;
- 14.3.7 conduct any other business of the District.

Bylaw 15: General Meetings

15.1 General Meetings may be called by the President, or a majority of the Executive, or shall be called at the written request of ten percent of the members.

15.2 Notice of such a meeting shall normally be one week, and the purpose of the meeting shall be stated in the notice.

15.3 A quorum at a General Meeting shall consist of the members present and eligible to vote.

15.4 Procedures for Ratification of Tentative Agreements and/or Amendments to the Collective Agreement:

- 15.4.1 the Collective Bargaining Team shall make a recommendation regarding the ratification of a Tentative Collective Agreement and/or amendments to the membership at a General Meeting, if required, convened by the President at the request of the Collective Bargaining Committee. (A.16)

- 15.4.2 a summary of the terms of the Tentative Collective Agreement and/or amendments shall be provided to the membership prior to the General Meeting, when time allows.
 - 15.4.3 the Chief Negotiator shall present the recommendations of the Collective Bargaining Committee to the membership at the General meeting, explain the terms of the Tentative Collective Agreement and/or amendments, and answer questions from the membership.
- 15.5 following the information session in 16.4.3 a vote by secret ballot shall be conducted, the results shall be tabulated and, announced at such time, as determined by the Collective Bargaining Committee.

Bylaw 16: Executive Meetings and Duties

- 16.1 The Bargaining Unit Executive may pass motions consistent with the District Constitution and the Constitution and Bylaws of OSSTF.
- 16.2 The Bargaining Unit Executive shall:
- 16.2.1 carry out the instructions of the Bargaining Unit Annual General Meeting;
 - 16.2.2 report to the membership on its activities;
 - 16.2.3 call General Meetings when required;
 - 16.2.4 elect to fill vacancies in the Bargaining Unit Executive or AMPA delegation in accordance with the Bylaws;
 - 16.2.5 deal with the business of the Bargaining Unit as needed;
 - 16.2.6 approve the Negotiating Brief;
 - 16.2.7 make a request of the Provincial OSSTF for Formal Assistance or Resumption of Bargaining as it deems appropriate.

Bylaw 17: Other Committees

- 17.1 Ad Hoc Committees or Special Committees may be established from time to time by the Bargaining Unit Executive and the Bargaining Unit Annual General Meeting respectively.
- 17.2 Such committees shall have terms of reference established by the Bargaining Unit Executive or the Bargaining Unit Annual General Meeting.
- 17.3 Such committees will be deemed to no longer exist when their mandate has been completed or within the period of one year whichever is the lesser.
- 17.4 Such committees must elect a Chair and Secretary and report, through the Chair, to the Bargaining Unit Executive and /or the Bargaining Unit Annual General Meeting.

Bylaw 18: Conventions, Conferences, Meetings and Related Activities

- 18.1 Selection of members to the Delegation to the Annual Meeting of the Provincial Assembly.
- 18.1.1 Upon the request of the District, the Bargaining Unit shall recommend that the following be entitled to attend AMPA as a member of the District delegation, in the role of a Delegate:
 - 18.1.1.1 the President of the Bargaining Unit
 - 18.1.1.2 The President of the Bargaining Unit may request to be excused from this duty, at their personal discretion.
- 18.2 The Bargaining Unit Executive shall establish a procedure for the selection of these delegation positions from the nominated names and recommend those names selected to the District.
- 18.2.1 Should other vacancies exist, nominations shall be sought by the Bargaining Unit Executive for all delegate and alternate positions from the membership-at-large.
 - 18.2.2 Should there be insufficient nominations to fulfill the number of delegate or alternate positions requested, the Bargaining Unit Executive may appoint members as required to meet the vacancies.
- 18.3 Financial Assistance to Conventions, Conferences, Meetings and Related Activities

The following shall apply to all members seeking financial assistance to attend approved conferences, workshops or meetings related to Bargaining Unit matters:

- 18.3.1 All candidates shall apply in advance to Bargaining Unit Executive for approval.
- 18.3.2 All applicants shall provide an accounting of potential expenses to be incurred.
- 18.3.3 Approved activities shall include:
 - 18.3.3.1 Provincially approved meetings, conventions and conferences recognized by the Bargaining Unit Executive.
 - 18.3.3.2 OSSTF provincially sponsored activities recognized by Bargaining Unit Executive.
 - 18.3.3.3 Conferences and workshops provided by associations in direct affiliation with OSSTF, recognized by Provincial Office and by Bargaining Unit Executive.
 - 18.3.3.4 Other activities as approved on a case-by-case basis by the Bargaining Unit Executive.
- 18.3.4 In order for an attendee to seek reimbursement of the costs incurred attending a convention, conference or workshop, or any additional approved expense, the activity must have the prior approval of Bargaining Unit Executive, in accordance with the sections of Bylaw 19.3.3. (A.16)
- 18.3.5 It shall be the duty of a Member of OSSTF to support the Bargaining Unit, District and Federation's Constitution, Bylaws and Policies while representing or being sponsored by OSSTF at any external conventions, conferences or other decision-making bodies.

Bylaw 19: The Grievance Committee

19.1 Grievance Committee Membership

- 19.1.1 The Grievance Committee shall consist of three members:
 - 19.1.1.1 the President of the Bargaining Unit;
 - 19.1.1.2 the Chief Negotiator/Contract Maintenance Officer of the Bargaining Unit;
 - 19.1.1.3 the Grievance Officer of the Bargaining Unit.
- 19.1.2 No member shall hold more than one seat on the Grievance Committee. In the event that two or more of the positions named above are held by one person, vacancies in the Grievance Committee shall be declared. The following positions shall be considered, in order, until the remaining vacancies in the Grievance Committee are filled:
 - 19.1.2.1 the Vice-President of the Bargaining Unit;
 - 19.1.2.2 the Treasurer of the Bargaining Unit;
 - 19.1.2.3 the Secretary of the Bargaining Unit.
- 19.1.3 In the event a member of the Grievance Committee is directly involved in a possible grievance, that person will be excused from the committee and an alternate from the Bargaining Unit, as presented and ordered in 20.1.2, will be appointed by the Grievance Committee to become the representative.
- 19.1.4 The Grievance Committee shall be named no later than September 20th of each school year and such information shall be communicated to the membership.
- 19.1.5 The Grievance Officer shall act as Chairperson of the Grievance Committee.
- 19.1.6 A quorum for a meeting or conference call of the Grievance Committee shall be two of the three members.
- 19.1.7 All decisions by the Grievance Committee shall be by simple majority.

19.2 Grievance Committee - Terms of Reference

For the purpose of interpreting Bylaw 20.2.2, the term ““meeting”” or ““conference call”” shall refer to a closed, Executive Session in which all proceedings, documentation, discussions and deliberations remain confidential to the participants

- 19.2.1 The purpose of the Grievance Committee shall be to determine if an alleged grievance is actually a grievance and to resolve the grievance. A grievance is defined as a complaint concerning the interpretation, administration or alleged violation of the Collective Agreement.
- 19.2.2 Meetings or conference calls of the Grievance Committee will be called by the Chairperson.
- 19.2.3 All grievances are confidential to the members of the Grievance Committee, the Bargaining Unit Executive, and to the grievor(s).
- 19.2.4 All reports of the Chairperson of the Grievance Committee to a Bargaining Unit Executive shall be made in Executive Session and shall remain confidential.

19.3 Grievance Committee - Procedures for Alleged Grievances

All alleged grievances shall be referred to the Grievance Officer immediately.

- 19.3.1 Any Bargaining Unit member not on the Grievance Committee, if called upon by the member, may assist that member in presenting the facts of the case to any member of the Grievance Committee.
- 19.3.2 The Grievance Committee shall recommend that the Bargaining Unit proceed or not proceed with the grievance.
- 19.3.3 The Grievance Officer shall inform the member of the Committee's decision, the reason for it and shall inform the member of the appeal process. Such decisions will be reported to the Bargaining Unit Executive at the earliest convenient time.
- 19.3.4 The Grievance Officer shall also report any minority opinions of the Committee to the Bargaining Unit Executive.

Bylaw 20: Membership Appeals Committee

20.1 Membership

20.1.1 No member of the Grievance Committee shall serve as a member of the Membership Appeals Committee. The Membership Appeals Committee shall consist of five members:

- 20.1.1.1 the Vice-President of the Bargaining Unit;
- 20.1.1.2 the Treasurer of the Bargaining Unit;
- 20.1.1.3 the Secretary of the Bargaining Unit;
- 20.1.1.4 the District President, provided they are a member of the Bargaining Unit;
- 20.1.1.5 the District Officer, provided they are a member of the Bargaining Unit.

20.1.2 No member shall hold more than one seat on the Grievance Appeals Committee. In the event that two or more of the positions, named above, are held by one person, vacancies in the Membership Appeals Committee shall be declared. The Bargaining Unit Executive shall appoint members as needed.

20.1.3 In the event a member of the Membership Appeals Committee is directly involved in a possible grievance, that person will be excused from the committee and an alternate selected using the method described in 21.1.2. (A.13)

20.1.4 The Membership Appeals Committee shall be named no later than October 1st of each school year and such information shall be communicated to the membership.

20.1.5 The members of the Membership Appeals Committee shall select one of their members to Chair the meeting or conference call.

20.1.6 All decisions by the Membership Appeals Committee shall be by simple majority.

20.1.7 A quorum for a meeting or conference call of the Membership Appeals Committee shall be four of the five members.

20.2 Membership Appeals Committee - Terms of Reference

For the purpose of interpreting Bylaw 21.2, the term ““meeting”” or ““conference call”” shall refer to a closed, Executive Session in which all proceedings, documentation, discussions and deliberations remain confidential to the participants

20.2.1 The purpose of the Membership Appeals Committee shall be to determine, based on an appeal carried forward by a member(s), if a decision made by the Grievance Committee is to be upheld or reversed.

20.2.2 Meetings of the Membership Appeals Committee will be called by the Chairperson.

20.2.3 All grievances and appeals are confidential to the Grievance Appeals Committee, the Bargaining Unit Executive, and to the grievor(s).

20.3 Procedures for the Membership Appeals Committee:

An advisor shall be one member of the Bargaining Unit, who may be chosen by the member(s) appealing the decision of the Grievance Committee to assist in carrying forward the appeal to the Membership Appeals Committee.

An advisor shall not have been a member of the Grievance Committee, nor be a member of the Membership Appeals Committee.

- 20.3.1 The member(s) asking for an appeal of the decision of the Grievance Committee will be invited to attend a meeting or conference call of the Membership Appeals Committee to present their case.
- 20.3.2 The member(s) appealing the decision will have an opportunity to present the case with the assistance of their advisor.
- 20.3.3 If the Grievance Committee recommends that a grievance, or portion of a grievance, not be carried forward, the Chairperson of the Grievance Committee shall state such reasons, in writing.
- 20.3.4 The member(s) appealing the ruling of the Grievance Committee will have an opportunity to respond to the presentation of the Chairperson of the Grievance Committee.
- 20.3.5 The Membership Appeals Committee will consider the appeal in Executive Session after both parties have been excused and will communicate their decision, in writing, to the member(s) and the Chairperson of the Grievance Committee, within ten (10) working days.

Bylaw 21: Release Time

- 21.1 Member(s) of the Executive may be released to perform duties pending approval of the Bargaining Unit Executive and sufficient funds in the Bargaining Unit Budget and / or through application of a Bargaining Unit Levy in accordance with Bylaw 5.
- 21.2 Such release may be on a part-time or full-time basis for a period of time of days, weeks, a semester or school year.
- 21.3 No member on release shall earn a salary higher or lower than he/she would have otherwise earned in his/her employment as an Occasional Teacher or Long Term Occasional Teacher with the Board.
 - 21.3.1 For purposes of pay calculations, one day of work is equivalent to 7 hours. (A.14)
- 21.4 The Bargaining Unit funds to a maximum number of release days per school year, as per the current Collective Agreement, for OSSTF Bargaining Unit duties. (A.15)
- 21.5 The Bargaining Unit shall provide honoraria equivalent to: (A.15)
 - 21.5.1 For members released for OSSTF Bargaining Unit duties -the casual Occasional Teacher rate as per the current Collective Agreement.
 - 21.5.2 For members released 10 or more full days in a school year for OSSTF Bargaining Unit work - the Long Term Occasional Teacher rate, retroactively but not to exceed a maximum of 20 days per school year. (A.16)
 - 21.5.3 For members receiving honoraria in 21.5.2 recognizing work at OSSTF Provincial - the difference between the daily rate and the Long Term Occasional Teacher rate, less any other compensation or honoraria received, retroactively but not to exceed a maximum of 20 days per school year.

Bylaw 22: Mileage and Expenses

- 22.1 The Bargaining Unit shall reimburse members for expenses incurred in carrying out their Bargaining Unit responsibilities in accordance with the Provincial OSSTF Expense Guidelines from the Bargaining Unit Budget.
- 22.2 Notwithstanding Bylaw 23.1, the Bargaining Unit shall reimburse for mileage at a rate established by the Bargaining Unit Executive.
- 22.3 A member on release may claim mileage for travel from the office on Federation business.
- 22.4 No member on release may claim mileage for travel between home and the District Office on regular workdays.
- 22.5 The Bargaining Unit Executive will make a decision on any such requests received and respond in writing within five work days of the meeting at which the request was considered.

22.6 The Bargaining Unit Executive has the sole discretion for approving or denying any such requests for Bargaining Unit funds.

22.7 Expenditures for mileage and expenses for Bargaining Unit business must be funded from the Bargaining Unit Budget.

Bylaw 23: Anti-Harassment and Anti-Bullying Policy and Procedure

23.1 The Anti-Harassment and Anti-Bullying Policy and Procedures as established by the District is to be followed at all workplaces where OSSTF is the Employer and at all OSSTF Functions.
