

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

Teachers' Bargaining Unit



Updated May 5, 2021

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

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**The Constitution of the
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 Teachers' Bargaining Unit of Upper Canada District 26, hereinafter referred to as "the Bargaining Unit" or "the Teachers' Bargaining Unit."

Article 3: Objects

- 3.1 The objects of the Bargaining Unit shall be:
- 3.1.1 to protect its members on employment issues;
 - 3.1.2 to promote the goals of OSSTF within the boundaries of OSSTF District 26.

Article 4: Membership

- 4.1 The membership of the Teachers' Bargaining Unit of the Upper Canada District 26 shall be:
- 4.1.1 all OSSTF teacher members employed within the boundaries of District 26 under contract in accordance with Part X of the Education Act;
 - 4.1.2 those members assigned to it by OSSTF.

Article 5: Local Dues

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

Article 6: Bargaining Unit Executive Organization (A.14)

- 6.1 There shall be an Executive of the Bargaining Unit (hereby referred to as "Executive") composed of:
- 6.1.1 the Bargaining Unit President,
 - 6.1.2 two Bargaining Unit Vice-President,
 - 6.1.3 the Bargaining Unit Secretary,
 - 6.1.4 the Bargaining Unit Treasurer,
 - 6.1.5 the Bargaining Unit Chief Negotiator/Contract Maintenance Officer,
 - 6.1.6 the Bargaining Unit Grievance Officer,
 - 6.1.7 the Collective Bargaining Committee Chair,
 - 6.1.8 the Bargaining Unit Council Representative.
- 6.2 The District President and the District Officer shall be ex-officio members of the Bargaining Unit Executive and all Bargaining Unit committees.
- 6.3 Members of the Executive shall be elected or appointed by the Members in the manner prescribed by the Bargaining Unit Bylaws.

Article 7: Bargaining Unit Council Organization

- 7.1 There shall be a Council of the Bargaining Unit.
- 7.2 The members of the Council shall be:
- 7.2.1 the voting members of the Bargaining Unit Executive;
 - 7.2.2 the Branch Stewards of the Representative Councils from each Branch;
 - 7.2.3 the Chairs of Bargaining Unit Committees.
- 7.3 The District President and District Officer shall be ex-officio members of the Bargaining Unit Council.
- 7.4 The Bargaining Unit Council shall meet in accordance with the procedures established in Bargaining Unit Bylaws.
- 7.5 A quorum shall be not less than six (6) voting members of the Council with at least one member of the Representative Council from each of four (4) Branches or work sites.

Article 8: Branch Organization

- 8.1 There shall be a Representative Council of the Bargaining Unit in each Branch. The Representative Council shall be comprised of:
- 8.1.1 a Branch Steward,
 - 8.1.2 a Branch Vice-Steward,
 - 8.1.3 two Collective Bargaining Representatives,
 - 8.1.4 a Branch Health and Safety Officer.
- 8.2 The following shall each be considered a Branch for the purpose of this constitution:
- 8.2.1 Each Secondary School
 - 8.2.2 The Western non-School Branch
 - 8.2.3 The Eastern non-School Branch
- 8.3 The Representative Council shall meet upon request of one member of the Branch.
- 8.4 Each Branch maintains the right to constitute itself in a format that facilitates its daily operations provided that, at a minimum, the membership of the Representative Council and the duties of those members, as established in the Bargaining Unit Bylaws, is respected and maintained.
- 8.5 No Article or Bylaw of a Branch Constitution may contravene the Constitution or Bylaws of OSSTF or those of the District.

Article 9: Bargaining Unit Standing Committees

- 9.1 The Bargaining Unit Executive shall establish the following Standing Committees to carry out the objects of the Bargaining Unit:
- 9.1.1 Collective Bargaining Committee;
 - 9.1.2 Grievance Committee;
 - 9.1.3 Membership Appeals Committee.
- 9.2 Each Bargaining Unit Standing Committee shall function in accordance with the Bylaws established for that committee.

Article 10: Other Committees

- 10.1 The Bargaining Unit Executive or Bargaining Unit Council shall establish such committees as are necessary to carry out the objectives of the Bargaining Unit.

Article 11: The Bargaining Unit Annual General Meeting

- 11.1 There shall be an Upper Canada Bargaining Unit Annual General Meeting held no later than May 13th in each year called in accordance with the Bylaws.

Article 12: General Bargaining Unit Meetings

- 12.1 Other General Bargaining Unit Meetings may be called in accordance with the Bylaws

Article 13: The Rules of Order

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

Article 14: Amendments to Articles and Bylaws

- 14.1 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.
- 14.2 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.
- 14.3 No Article or Bylaw of the Bargaining Unit Constitution may contravene the Constitution or Bylaws of OSSTF.

Article 15: Voting Principles

- 15.1 The principle of “one-member, one-vote” shall apply at all meetings and in all balloting of the Bargaining Unit. No member shall cast more than one vote.
- 15.2 The practice of weighted votes, proxy or absentee ballots shall not be used within the Bargaining Unit.
- 15.3 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.
- 15.3.1 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
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 Bylaw 2.2 of the Provincial Bylaws.

Bylaw 3: Bargaining Unit Finances

3.1 Any revenues collected in accordance with Bylaw 6 shall be maintained in a duly accredited financial institution, in consultation with the District Treasurer.

3.2 The Bargaining Unit Treasurer shall prepare, in consultation with the Bargaining Unit Executive and District Treasurer, a proposed annual budget for the following school year.

3.2.1 The Bargaining Unit Treasurer shall include in their report to the Annual General Bargaining Unit Meeting the proposed budget for the next federation year.

3.2.2 The Bargaining Unit Treasurer shall seek endorsement of the proposed budget at the Annual Bargaining Unit General Meeting.

3.3 The Bargaining Unit Treasurer shall present current financial statements to the Annual Bargaining Unit General Meeting

Bylaw 4: Bargaining Unit Elections

4.1 The following shall be elected prior to May 15th in each year and shall assume office at the beginning of the next Federation Year (July 1): (A.14)

4.1.1 the President,

4.1.2 two Vice President,

4.1.3 the Secretary,

4.1.4 the Treasurer,

4.1.5 the Grievance Officer,

4.1.6 the Chief Negotiator/Contract Maintenance Officer,

4.2 The Term of Office for all positions shall be one year.

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

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 bylaw 4.1 and post nomination forms on the District website.

4.4.2 In order to be nominated for any position, the candidate must complete the nomination form and convey it to the District Office.

4.4.3 Nominations for vacant positions must be received not later than 4:00 PM seven (7) working days prior to the date of the Bargaining Unit Annual General Meeting.

4.4.4 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.

4.4.5 Distribution of campaign literature shall be the sole responsibility of the candidate, at their sole expense. (A.13)

4.4.6 Members running for election who are on full-time release shall not use regular office hours and resources to produce or distribute campaign materials, or to solicit members for support.

4.4.7 All candidates nominated in accordance with the Bylaws and standing for election shall have the opportunity for a brief speech at the Annual General Meeting, if multiple candidates exist for that position.

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 Candidates shall not distribute literature to members, post campaign materials in OSSTF work sites, or solicit membership support in the period between the adjournment of the Bargaining Unit Annual General Meeting and the announcement of the ballot results.

4.4.9 Election shall be by ranked ballot vote by secret ballot, by those eligible to vote and voting, in all work sites within one week of the Bargaining Unit Annual General Meeting. (A.19)

- 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 Bargaining Unit 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.
 - 4.4.12 Nominations shall be not accepted from the floor at the Bargaining Unit Annual General Meeting.
 - 4.4.13 In the event that no nominations are received for a position in accordance with Bylaw 4.4.3, the Bargaining Unit Executive shall solicit nominations and appoint to the available position. This process shall begin after the results of all pending ballots, as described in bylaw 4.5.9, have been made public.
- 4.5 Elections within each Branch
- 4.5.1 The Branch Steward and the Branch Health and Safety Officer shall be elected prior to June 30th in each school year and shall assume office at the beginning of the next Federation year (July 1st): (A.21)
 - 4.5.2 The following shall be elected prior to the tenth day of each school year and shall assume office as the Branch Representative Council until June 30th in that school year: (A.21)
 - 4.5.2.1 the Branch Vice- Steward,
 - 4.5.2.2 two Collective Bargaining Representatives,
 - 4.5.2.3 School/Parent Council Representative. (A.21)
 - 4.5.3 The Branch Election Process
 - 4.5.3.1 The Branch Steward shall, prior to the end of the second day in each school year, invite nominations to all positions, and distribute nomination forms within the work site(s). (A.21)
 - 4.5.3.2 Election shall be by ranked ballot vote by secret ballot, by those eligible to vote and voting, in the work site(s) by June 14th in each year. (A.19)
 - 4.5.3.3 A Chief Returning Officer, who is not a candidate for any Branch position, shall be appointed by the Representative Council to oversee the election process.
 - 4.5.3.4 In the event that only one name is put up for a position the Branch Steward shall declare that nominee elected by acclamation.
 - 4.5.3.5 The Branch Steward shall notify the Bargaining Unit Executive of the results of these elections within three working days of the election.
 - 4.5.4 Representative Council Vacancies
 - 4.5.4.1 In the event that positions on the Branch Representative Council remain or become vacant the Bargaining Unit Executive shall solicit further nominations and appoint to vacant positions.
 - 4.5.4.2 This process shall not begin until after June 15th in each year.

Bylaw 5: Conventions, Conferences, Meetings and Related Activities

- 5.1 Selection of Members to the Delegation to the Annual Meeting of the Provincial Assembly
- 5.1.1 Upon the request of the District Executive, the Bargaining Unit Executive shall recommend that the Bargaining Unit President or designate be entitled to attend AMPA as a member of the District delegation, in the role of a Delegate.
 - 5.1.2 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.
 - 5.1.2.1 Should other vacancies exist, nominations shall be sought by the Bargaining Unit Executive for all delegate and alternate positions from the membership-at-large.
 - 5.1.2.2 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.
- 5.2 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:
- 5.2.1 All candidates shall apply in advance to Bargaining Unit Executive for approval.
 - 5.2.2 All applicants shall provide an accounting of potential expenses to be incurred.
 - 5.2.3 Approved activities shall include:
 - 5.2.3.1 Provincially approved meetings, conventions and conferences recognized by the Bargaining Unit Executive;
 - 5.2.3.2 OSSTF provincially sponsored activities recognized by Bargaining Unit Executive;

- 5.2.3.3 Conferences and workshops provided by associations in direct affiliation with OSSTF, recognized by Provincial Office and by Bargaining Unit Executive;
 - 5.2.3.4 Other activities as approved on a case-by-case basis by the Bargaining Unit Executive.
 - 5.2.3.5 In order for an attendee to seek reimbursement of the costs incurred attending a convention, conference or workshop, the activity must have the prior approval of Bargaining Unit Executive.
- 5.2.4 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 conventions, conferences or other decision-making bodies. (A.16)

Bylaw 6: Bargaining Unit Levy

- 6.1 The amount of the Bargaining Unit levy shall be determined by resolution at the Bargaining Unit Annual General Meeting.
- 6.2 The Bargaining Unit Levy shall be implemented conditional upon a simple majority of an all-member ratification vote of those eligible to vote and voting, by secret ballot in all work sites.

Bylaw 7: Duties of the Bargaining Unit President (A.14)

- 7.1 The Bargaining Unit President shall:
 - 7.1.1 be the official representative of the Bargaining Unit;
 - 7.1.2 act as chief executive officer for the Bargaining Unit;
 - 7.1.3 be the chief spokesperson for the Bargaining Unit on Bargaining Unit matters;
 - 7.1.4 call and chair meetings of the Bargaining Unit Executive, General Bargaining Unit Membership meetings, or Bargaining Unit Council meetings as required;
 - 7.1.5 call the Bargaining Unit Annual General Meeting;
 - 7.1.6 be a member of District Executive;
 - 7.1.7 be an ex-officio member of all Bargaining Unit Committees;
 - 7.1.8 act as liaison between the Provincial OSSTF and the Bargaining Unit;
 - 7.1.9 act as liaison between the Employer and the Bargaining Unit on Bargaining Unit matters;
 - 7.1.10 be a signing authority for the Bargaining Unit;
 - 7.1.11 carry out the objects of the Federation within the boundaries of the Bargaining Unit;
 - 7.1.12 perform duties as assigned by the Bargaining Unit Executive;
 - 7.1.13 assume the role of Chair for meetings of the Collective Bargaining Committee in the absence of the Chair;
 - 7.1.14 be the Bargaining Unit Provincial Councillor. (A.12)
 - 7.1.14.1 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.
 - 7.1.15 liaise with the District Educational Services Committee regarding matters related to educational services and the Bargaining Unit;
 - 7.1.16 with the Executive, review and make recommendations of changes to the Bargaining Unit Constitution. (A.16)

Bylaw 8: Duties of the Bargaining Unit Vice President (A.14)

- 8.1 Each Vice President shall:
 - 8.1.1 as determined by the Bargaining Unit Executive, assume the duties of the Bargaining Unit President in their absence;
 - 8.1.2 assist the Bargaining Unit President in carrying out their duties;
 - 8.1.3 perform duties as assigned by the Bargaining Unit Executive;
 - 8.1.4 be a member of the Bargaining Unit Council.

Bylaw 9: Duties of the Bargaining Unit Secretary

- 9.1 The Secretary shall:
 - 9.1.1 record and keep on file minutes of:
 - 9.1.1.1 the meetings of the Bargaining Unit Executive and Bargaining Unit Council,
 - 9.1.1.2 the Bargaining Unit Annual General Meeting,
 - 9.1.1.3 General Bargaining Unit Membership Meetings;
 - 9.1.2 assure the unapproved minutes are filed with the District Office within two weeks of each meeting and provide a copy of the approved minutes for distribution to members upon request;
 - 9.1.3 receive and answer correspondence as required;
 - 9.1.4 perform duties as assigned by the Bargaining Unit Executive.

Bylaw 10: Duties of the Bargaining Unit Treasurer

- 10.1 The Treasurer shall:
 - 10.1.1 account for monies received and disbursed by producing written reports to the Bargaining Unit Executive;

- 10.1.2 prepare an annual budget and annual financial report;
- 10.1.3 present current Bargaining Unit financial statements to the Bargaining Unit Annual General Meeting;
- 10.1.4 present the proposed Bargaining Unit annual budget at the Bargaining Unit Annual General Meeting;
- 10.1.5 provide for the preparation of an annual Bargaining Unit budget in consultation with the Bargaining Unit Executive and District Treasurer;
- 10.1.6 prepare the necessary documents for an annual audit;
- 10.1.7 investigate over-expenditures and bring recommendations to the Bargaining Unit Executive;
- 10.1.8 ensure that Bargaining Unit monies are deposited in a duly accredited financial institution;
- 10.1.9 provide updates to the Bargaining Unit Executive on a regular basis on the financial situation of the Bargaining Unit;
- 10.1.10 perform duties as assigned by the Bargaining Unit Executive.

Bylaw 11: Duties of the Chief Negotiator/Contract Maintenance Officer

- 11.1 The Chief Negotiator/Contract Maintenance Officer shall:
 - 11.1.1 assume responsibility for the completion of the negotiating brief in consultation with the Collective Bargaining Committee;
 - 11.1.2 present the brief for approval to:
 - 11.1.2.1 the Collective Bargaining Committee,
 - 11.1.2.2 the Bargaining Unit Executive,
 - 11.1.2.3 the Provincial OSSTF;
 - 11.1.2.4 modify the brief as required to meet approval of the bodies referred to in Bylaw 11.1.2;
 - 11.1.3 communicate on a regular basis with members:
 - 11.1.3.1 in preparing the brief,
 - 11.1.3.2 in negotiations,
 - 11.1.3.3 regarding a tentative settlement when reached;
 - 11.1.4 be the Chief Spokesperson during negotiations with the Employer;
 - 11.1.5 be on the Table Team in the event the Bargaining Unit requests Resumption of Bargaining
 - 11.1.6 liaise with Provincial OSSTF;
 - 11.1.7 support and liaise with the Grievance Officer on a regular basis regarding potential grievances and concerns pertaining to the negotiating brief;
 - 11.1.8 contribute to the ongoing business of the Teacher Bargaining Unit;
 - 11.1.9 function as the Contract Maintenance Officer.

Bylaw 12: Duties of the Grievance Officer

- 12.1 The Grievance Officer shall:
 - 12.1.1 investigate potential grievances on behalf of members in the Bargaining Unit;
 - 12.1.2 file and resolve grievances on behalf of members in the Bargaining Unit;
 - 12.1.3 be the official spokesperson with the Employer and OSSTF regarding grievances;
 - 12.1.4 be the representative of the Bargaining Unit at arbitration hearings or designate a replacement;
 - 12.1.5 communicate with grievors regarding the status of their grievances;
 - 12.1.6 keep confidential records;
 - 12.1.7 inform the Bargaining Unit Executive of status of grievances;
 - 12.1.8 communicate with the Grievance Committee;
 - 12.1.9 inform the Collective Bargaining Committee of concerns for information in preparing the negotiating brief.

Bylaw 13: Duties of the Bargaining Unit Provincial Councillor

- 13.1 The Bargaining Unit Provincial Councillor(s) shall:
 - 13.1.1 attend all meetings of Provincial Council or arrange for an alternate from the Bargaining Unit Executive;
 - 13.1.2 represent the membership of Bargaining Unit, District 26 OSSTF at Provincial Council including the submission of resolutions as requested by the Bargaining Unit Executive;
 - 13.1.3 assist in leading the delegation at AMPA;
 - 13.1.4 assist in leading the delegation at pre-AMPA meeting(s);
 - 13.1.5 complete recommendations for Bargaining Unit members for appointment to Provincial Committees and Councils;
 - 13.1.6 maintain materials received as Provincial Councillor.

Bylaw 14: Duties of Branch Representative Council

- 14.1 The Branch Steward shall:
- 14.1.1 attend meetings of the Bargaining Unit Council;
 - 14.1.2 report to members in their branch regarding activities of the Bargaining Unit;
 - 14.1.3 bring forward branch concerns / motions to Bargaining Unit Council on behalf of members;
 - 14.1.4 assist members in branches, including acting as a representative in meetings with management;
 - 14.1.5 call and chair branch meetings as required;
 - 14.1.6 report concerns or potential breaches of the Collective Agreement or legislation to the Grievance Officer;
 - 14.1.7 represent OSSTF on the In-School Staffing Committee.
 - 14.1.7.1 Only one (1) Branch Steward from the Western and Eastern non-school branches shall be the OSSTF representative on the In-School Staffing Committee for the TR Leger School.
- 14.2 The Branch Collective Bargaining Representative(s) shall:
- 14.2.1 attend meetings of the Collective Bargaining Committee;
 - 14.2.2 report to members in their branch regarding activities and issues in collective bargaining and contract maintenance;
 - 14.2.3 bring forward branch concerns / motions to the Collective Bargaining Committee on behalf of members;
 - 14.2.4 assist in reporting concerns or potential breaches of the Collective Agreement or legislation to the Grievance Officer;
 - 14.2.5 represent OSSTF on the In-School Staffing Committee.
 - 14.2.5.1 Only one (1) Collective Bargaining Representative from the Western and Eastern non-school branches shall be the OSSTF representative on the In-School Staffing Committee for the TR Leger School.
- 14.3 The Branch Health and Safety Officer shall:
- 14.3.1 attend meetings of the District Health and Safety Committee;
 - 14.3.2 report to members in their branch regarding activities and issues in Health and Safety;
 - 14.3.3 bring forward branch concerns / motions to the District Health and Safety Committee;
 - 14.3.4 assist in reporting concerns or potential breaches of the Health and Safety Act;
 - 14.3.5 represent the Branch and make reports on behalf of the District Health and Safety Committee in Branch related activities;
 - 14.3.6 liaise with District Health and Safety Officer as required;
 - 14.3.7 perform duties as assigned by the District Health and Safety Officer or Bargaining Unit Executive.
- 14.4 The Branch Vice-Steward shall:
- 14.4.1 assume the duties of the Branch Steward in their absence;
 - 14.4.2 assist the Branch Steward in carrying out their duties.

Bylaw 15: The Collective Bargaining Committee and Committee Chair

- 15.1 There shall be a Collective Bargaining Committee.
- 15.2 The membership of the Collective Bargaining Committee shall be:
- 15.2.1 the Chair of Collective Bargaining, who shall be elected from among the members of the Collective Bargaining Committee at the first meeting of the Committee in each Federation year;
 - 15.2.2 the two Collective Bargaining Representatives from each Branch, elected from among their own members;
 - 15.2.2.1 In the event that a Collective Bargaining Representative is unable to attend a meeting the Branch Steward shall appoint a designate from the Branch to attend.
 - 15.2.3 the Chief Negotiator/Contract Maintenance Officer of the Bargaining Unit.
- 15.3 The Bargaining Unit President, District President and the District Officer shall be ex-officio members of the Collective Bargaining Committee.
- 15.4 A quorum shall be not less than six (6) voting members of the committee with at least one member of the Representative Council from each of four (4) Branches or work sites.
- 15.5 The Collective Bargaining Committee shall:
- 15.5.1 serve as liaison between the Branches and the Bargaining Unit Executive on issues related to collective bargaining and contract maintenance;
 - 15.5.2 recommend a course(s) of action to the Bargaining Unit Executive on matters related to collective bargaining the Bargaining Unit or to the District Executive on District matters;

- 15.5.3 deal with the business of the Bargaining Unit as needed on issues related to collective bargaining and contract maintenance;
 - 15.5.4 recommend to the Chief Negotiator/Contract Maintenance Officer items for preparing the negotiating brief;
 - 15.5.5 approve the negotiating brief;
 - 15.5.6 request the Bargaining Unit Executive to request any of the following:
 - 15.5.6.1 Provincial Assistance
 - 15.5.6.2 Resumption of Bargaining
 - 15.5.6.3 a strike vote;
 - 15.5.7 conduct any surveys or votes with respect to bargaining including votes for Resumption of Bargaining, strike or ratification of a tentative settlement;
 - 15.5.8 elect the Chair of the Collective Bargaining Committee at the first meeting of the Committee in each Federation year;
 - 15.5.9 shall provide for a secretary at each meeting.
- 15.6 The Chair of the Collective Bargaining Committee shall:
- 15.6.1 call meetings of the Committee and prepare agendas;
 - 15.6.2 recommend payment of Committee expenses to the Treasurer;
 - 15.6.3 present an annual budget request to the Treasurer before April 15th of each year;
 - 15.6.4 ensure that minutes are recorded and kept on file;
 - 15.6.5 be a member of the Bargaining Unit Executive and perform duties as assigned by the Bargaining Unit Executive.
- 15.7 The Collective Bargaining Committee shall meet:
- 15.7.1 not less than three times in the Federation year;
 - 15.7.2 at the call of the President;
 - 15.7.3 at the call of the Chair;
 - 15.7.4 at the call of the Chief Negotiator;
 - 15.7.5 at the request of the majority of the Executive;
 - 15.7.6 or at the written request of forty (40) percent of the Committee members.
 - 15.7.7 Notice of a meeting shall normally be one week.

Bylaw 16: The Grievance Committee

16.1 Membership

- 16.1.1 The Grievance Committee shall consist of three members:
 - 16.1.1.1 the President of the Bargaining Unit,
 - 16.1.1.2 the Chief Negotiator/Contract Maintenance Officer of the Bargaining Unit, and
 - 16.1.1.3 the Grievance Officer of the Bargaining Unit.
 - 16.1.1.4 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:
 - 16.1.1.4.1 the Vice-President of the Bargaining Unit;
 - 16.1.1.4.2 the Treasurer of the Bargaining Unit;
 - 16.1.1.4.3 the Secretary of the Bargaining Unit; and
 - 16.1.1.4.4 Branch Presidents, selected by lot.
 - 16.1.1.5 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 16.1.1.4, will be appointed by the Grievance Committee to become the representative.
- 16.1.2 The Grievance Committee shall be named no later than September 20th of each school year and such information shall be communicated to the membership.
- 16.1.3 The Grievance Officer shall act as Chairperson of the Grievance Committee.
- 16.1.4 A quorum for a meeting or conference call of the Grievance Committee shall be two of the three members.
- 16.1.5 All decisions by the Grievance Committee shall be by simple majority.

16.2 Terms of Reference

For the purpose of interpreting Bylaw 16.2.2, 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

- 16.2.1 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.

- 16.2.2 Meetings or conference calls of the Grievance Committee will be called by the Chairperson.
- 16.2.3 All grievances are confidential to the members of the Grievance Committee, the Bargaining Unit Executive, and to the grievor(s).
- 16.2.4 All reports of the Chairperson of the Grievance Committee to a Bargaining Unit Executive shall be made in Executive Session and shall remain confidential.

16.3 Procedures for Alleged Grievances

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

- 16.3.1 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.
- 16.3.2 The Grievance Committee shall recommend that the Bargaining Unit proceed or not proceed with the grievance.
- 16.3.3 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.
- 16.3.4 The Grievance Officer shall also report any minority opinions of the Committee to the Bargaining Unit Executive.

Bylaw 17: The Membership Appeals Committee

17.1 Membership

17.1.1 The Membership Appeals Committee shall consist of five members:

- 17.1.1.1 one of the Vice-Presidents of the Bargaining Unit, (A.16)
- 17.1.1.2 the Treasurer of the Bargaining Unit,
- 17.1.1.3 the Secretary of the Bargaining Unit,
- 17.1.1.4 the District President, provided they are a member of the Bargaining Unit, and
- 17.1.1.5 the District Officer, provided they are a member of the Bargaining Unit.

- 17.1.2 No member of the Grievance Committee shall serve as a member of the Membership Appeals Committee.
- 17.1.3 The Vice-President of the Bargaining Unit shall normally Chair the Membership Appeals Committee
- 17.1.4 No member shall hold more than one seat on the Membership 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 and filled by Branch Presidents, selected by lot.
- 17.1.5 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 as presented and ordered in 17.1.4, will be appointed by the Membership Appeals Committee to become the representative.
- 17.1.6 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.
- 17.1.7 The members of the Membership Appeals Committee shall select one of their members to Chair the meeting or conference call.
- 17.1.8 All decisions by the Membership Appeals Committee shall be by simple majority.
- 17.1.9 A quorum for a meeting or conference call of the Membership Appeals Committee shall be four of the five members.

17.2 Terms of Reference

For the purpose of interpreting Bylaw 17.2, 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

- 17.2.1 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.
- 17.2.2 Meetings of the Membership Appeals Committee shall be called as required by the Chair.
- 17.2.3 All grievances and appeals are confidential to the Grievance Appeals Committee, the Bargaining Unit Executive, and to the grievor(s).

17.3 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.

- 17.3.1 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.
- 17.3.2 The member(s) appealing the decision will have an opportunity to present the case with the assistance of their advisor.
- 17.3.3 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.
- 17.3.4 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.
- 17.3.5 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 18: Other Committees

- 18.1 Ad Hoc Committees or Special Committees may be established from time to time by the Bargaining Unit Executive, Bargaining Unit Council, or at the Bargaining Unit Annual General Meeting.
 - 18.1.1 Such committees shall have terms of reference established by the Bargaining Unit Executive, Bargaining Unit Council, at General Bargaining Unit Meetings, or at the Bargaining Unit Annual General Meeting.
 - 18.1.2 Such committees shall be deemed no longer to exist when their established mandate has been completed or when their final report is received.
 - 18.1.3 Such committees must elect a Chair and Secretary and act in accordance with the Bylaws during their existence.
 - 18.1.3.1 Notwithstanding 18.1.3, the name of the Chair may be specified in the committee's terms of reference.
 - 18.1.4 The Chair of such committees may sit as a non-voting member of the Bargaining Unit Executive or Bargaining Unit Council, depending on which body gave the committee its mandate, during the tenure of the committee.
 - 18.1.5 These committees shall report, through their Chair, in accordance with their terms of reference.
- 18.2 When required, the Executive shall appoint a "Brief Writing Team."
 - 18.2.1 The Collective Bargaining Committee may make recommendations on the membership of the Brief Writing Team.
 - 18.2.2 The members of the Brief Writing Team shall be:
 - 18.2.2.1 the Bargaining Unit President,
 - 18.2.2.2 the Chief Negotiator/Contract Maintenance Officer, who shall also chair the committee,
 - 18.2.2.3 and other members as required, selected from the membership-at-large, appointed by the Executive.
 - 18.2.3 The size of this committee should not normally exceed ten (10) members.
- 18.3 When required, the Executive shall appoint a "Table Team."
 - 18.3.1 The Collective Bargaining Committee may make recommendations on the membership of the Table Team.
 - 18.3.2 The members of the Table Team shall be:
 - 18.3.2.1 the Chief Negotiator/Contract Maintenance Officer, who shall lead the Table Team,
 - 18.3.2.2 The Bargaining Unit President
 - 18.3.2.3 and other members as required, selected from the membership-at-large, appointed by the Executive.
 - 18.3.3 The size of this committee should not normally exceed six (6) members.

Bylaw 19: The Bargaining Unit Council

- 19.1 The Bargaining Unit Council shall:
 - 19.1.1 meet not less than three times in the Federation year;
 - 19.1.2 meet at the call of the President;
 - 19.1.3 meet at the request of the three voting members of the Bargaining Unit Executive;
 - 19.1.4 be chaired by the Bargaining Unit President.
 - 19.1.5 Notice of a meeting shall normally be one week.
 - 19.1.6 Present a budget request annually to the Treasurer before April 15th of each year.
- 19.2 A quorum of the Bargaining Unit Council shall be a simple majority of its voting members.
- 19.3 The Bargaining Unit Council may pass motions consistent with the Bargaining Unit and District Constitutions and the Constitution and Bylaws of OSSTF.

- 19.4 The Bargaining Unit Council shall:
- 19.4.1 carry out the instructions of the Bargaining Unit Annual General Meeting and other general Bargaining Unit meetings;
 - 19.4.2 report to the membership on its activities;
 - 19.4.3 may make recommendations to fill vacancies in the AMPA delegation in accordance with the bylaws;
 - 19.4.4 advise and recommend to the Bargaining Unit Executive, including budgetary items and policies related to the activities and responsibilities of the Bargaining Unit and its Officers;
 - 19.4.5 establish such Ad Hoc or Special Committees as are deemed necessary;
 - 19.4.6 accept, where appropriate, the reports of Branch Stewards;
 - 19.4.7 accept, where appropriate, the reports of Standing or other Committees;
 - 19.4.8 accept, where appropriate, the reports of Officers;
 - 19.4.9 deal with the business of the Bargaining Unit work sites;
 - 19.4.10 promote the objects of the Federation within the boundaries of the Bargaining Unit;
 - 19.4.11 elect, at its first council meeting of each Federation year, the Bargaining Unit Council representative who will be a member of the Bargaining Unit Executive and who will perform duties as assigned by the Bargaining Unit Executive. (A.14)

Bylaw 20: Vacancies in Office

- 20.1 Where the post of Bargaining Unit President is vacant during the term of office, one of the two Bargaining Unit Vice-Presidents, as selected by the majority of the Bargaining Unit Executive, shall occupy the post for the remainder of the term. If neither of the two Bargaining Unit Vice-Presidents is able to occupy the post, the Bargaining Unit Executive shall solicit nominations from the membership at large and appoint, by simple majority, a member to serve the remainder of the current term. (A.14)
- 20.2 For all other vacancies (Chief Negotiator/Contract Maintenance Officer, Vice-President, Treasurer, Secretary, or Grievance Officer), the Bargaining Unit Executive shall solicit nominations from the membership at large and appoint, by simple majority, a member to serve the remainder of the current term. (A.16)

Bylaw 21: Bargaining Unit Executive Meetings

- 21.1 The Bargaining Unit Executive shall meet:
- 21.1.1 at the call of the Bargaining Unit President;
 - 21.1.2 or at the written request of three voting members of the Bargaining Unit Executive;
 - 21.1.3 not less than three times in a Federation year.
- 21.2 On matters of urgency or of a routine matter, the Bargaining Unit President may poll members of the Bargaining Unit Executive by phone, fax, electronic mail or other appropriate media.
- 21.2.1 Notwithstanding Bylaw 21.2, for budgetary expenses in excess of \$2000.00, all members of Bargaining Unit Executive will be contacted to confirm they have received the related information. A motion to accept the expenses will be put forward.
 - 21.2.2 Any decision on a motion reached by alternative meeting method must receive majority consent of Bargaining Unit Executive members present and eligible to vote.
 - 21.2.3 The minutes of all alternative meetings shall be approved at the next regularly scheduled Bargaining Unit Executive meeting.
- 21.3 A quorum of the Bargaining Unit Executive shall be a simple majority of its voting members.
- 21.4 The Bargaining Unit Executive may pass motions consistent with the Bargaining Unit Constitution and the Constitution and Bylaws of OSSTF.
- 21.5 The Bargaining Unit Executive shall:
- 21.5.1 carry out the instructions of the Bargaining Unit Annual General Meeting and other General Bargaining Unit Meetings;
 - 21.5.2 report to the membership on its activities;
 - 21.5.3 call General Bargaining Unit Meetings as required;
 - 21.5.4 elect to fill vacancies in the Bargaining Unit Executive or AMPA delegation in accordance with the Bylaws;
 - 21.5.5 deal with the business of the Bargaining Unit as needed, including approving or amending the Bargaining Unit budget or interim budget as the case may be, and establishing, amending, revoking or rescinding policies related to the activities and responsibilities of the Bargaining Unit and its

- Officers;
- 21.5.6 establish such Ad Hoc or Special Committees as are deemed necessary;
- 21.5.7 appoint a Brief Writing Team and Table Team;
- 21.5.8 approve the Negotiating Brief;
- 21.5.9 be the sole authority for appointing to membership of any Bargaining Unit Committee upon the recommendation from Bargaining Unit Council with the exception of members required by this Constitution and Bylaws;
- 21.5.10 promote the objects of the Federation within the boundaries of the Bargaining Unit.
- 21.5.11 call a General Meeting when necessary for the purpose of ratifying a new collective agreement.
 - 21.5.11.1 ensure that all members have access to a copy of the new collective agreement at least 24 hours in advance of the ratification meeting.
 - 21.5.11.2 conduct a vote by secret ballot in each workplace following procedures published to each member at least 48 hours in advance of the vote

Bylaw 22: General Bargaining Unit Meetings

- 22.1 Other General Bargaining Unit Meetings may be called by:
 - 22.1.1 the Bargaining Unit President;
 - 22.1.2 a majority of the Bargaining Unit Executive;
 - 22.1.3 or shall be called at the written request of ten percent of the Members.
- 22.2 Notice of such a meeting shall normally be one week.
- 22.3 The purpose of the meeting shall be clearly stated in the notice.
- 22.4 A quorum at a General Bargaining Unit Meeting shall consist of at least twenty (20) members from eight (8) Branches.

Bylaw 23: Bargaining Unit Annual General Meeting

- 23.1 The Bargaining Unit President shall arrange for a Bargaining Unit Annual General Meeting no later than May 13th having provided notice to members no later than thirty (30) days prior to the meeting date.
- 23.2 A quorum at the Bargaining Unit Annual General Meeting shall consist of twenty (20) members from at least eight (8) Branches.
- 23.3 The Bargaining Unit Annual General Meeting shall:
 - 23.3.1 receive current Bargaining Unit financial statements;
 - 23.3.2 receive and approve the following year's Bargaining Unit Annual Budget;
 - 23.3.3 receive reports from members of the Bargaining Unit Executive;
 - 23.3.4 amend the constitution or bylaws;
 - 23.3.5 provide an opportunity for candidate(s) to speak;
 - 23.3.6 appoint Ad Hoc Committees and Special Committees;
 - 23.3.7 honour members;
 - 23.3.8 conduct any other business of the Bargaining Unit.

Bylaw 24: Release Time

- 24.1 The Bargaining Unit President shall be released full time to perform their duties.
- 24.2 The Teacher Bargaining Unit Chief Negotiator/Contract Maintenance Officer shall be released full time to perform their duties.
- 24.3 Additional member(s) may be released to perform duties upon approval of the Bargaining Unit Executive and sufficient funds in the Bargaining Unit Budget.
- 24.4 The TBU President and the TBU Chief Negotiator/Contract Maintenance Officer on full time release staff shall receive an allowance to their salary equivalent 10% of the annual grid salary for Category 4 maximum of a Teacher Salary Grid, in recognition of the added time and responsibility that comes with their position. Any Program Leader Allowance which the TBU President or the TBU Chief Negotiator/Contract Maintenance Officer are receiving shall be considered a part of and included in their 10% allowance.
- 24.5 Upon accumulating and completing five (5) full years of service in any release position, the TBU President or TBU Chief Negotiator/Contract Maintenance Officer on time release shall receive an additional allowance to their salary equal to 5% of the annual grid salary for Category 4 maximum of a Teacher Salary Grid.

Bylaw 25: Mileage and Expenses

- 25.1 The Bargaining Unit shall reimburse members for expenses incurred in carrying out their Federation responsibilities in accordance with the Provincial OSSTF Expense Guidelines from the Bargaining Unit budget.
- 25.2 Notwithstanding Bylaw 25.1, the Bargaining Unit shall reimburse for mileage at a rate established by the Bargaining Unit Executive and ratified by the Bargaining Unit Council.
- 25.3 A member on full time release may claim mileage for travel from the office on Federation business.
- 25.4 A member on full time release may claim mileage for travel from home school to the office minus their mileage from home to home school to a maximum of lesser of \$5625 or $(x-2ny)(z)$, where x is the total mileage the applicant has travelled from home to office or office to home (that has not been claimed under any other budget line); n is the number of school days; y is the distance of the applicant's home from their home school; and z is the current District 26 mileage rate. If the calculation gives a negative value, the cap shall be treated as a value of 0." (A.21)
- 25.4.1 Mileage claims must be submitted as part of monthly expenses. (A.21)
- 25.5 Expenditures for mileage and expenses for Bargaining Unit business must be funded from the Bargaining Unit Budget Allocations.
- 25.6 The TBU Executive shall review these mileage claims as part of each Treasurer's Report to verify the expenses and monitor their usefulness in making release positions more accessible to those living further from the District office than their home school. (A.21)
- 25.6.1 In the event that TBU Executive has concerns with these mileage claims, the Treasurer and Office Manager shall inquire with the person in question and make necessary amendments (including deducting overages in payment from future expense claims, if applicable). (A.21)

Bylaw 26: Anti-Harassment and Anti-Bullying Policy and Procedure

- 25.7 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.