



District 28 Renfrew
Ontario Secondary School Teachers' Federation

Teachers' Bargaining Unit Constitution

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DEFINITIONS

DEFINITIONS

In this constitution:

1. **"AMPA"** shall mean Annual Meeting of Provincial Assembly.
2. A **"bargaining unit"** shall be those members covered by the same collective agreement.
3. **"Board"** shall mean the Renfrew County District School Board.
4. A **"continuing education school"** is any program offered to students outside of the day program toward OSSDs for secondary school students. Adult day schools and PAL schools are continuing education schools.
5. **"Council"** shall mean the Renfrew County District 28 Teacher Bargaining Unit Council, except where otherwise stated.
6. **"Council members"** shall be members of, and in good standing with, the Ontario Secondary School Teachers' Federation and shall be elected or appointed as prescribed by the bylaws.
7. **"Executive"** shall mean those members elected at large by the membership at a General Meeting.
8. **"Federation"** shall mean the District 28 Renfrew TBU membership, Ontario Secondary School Teacher's Federation, except where otherwise stated.
9. **"Occasional teacher"** shall mean a teacher defined as such by the Education Act of Ontario.
10. **"Occasional Teachers' Branch"** shall mean a Branch organization of OSSTF.
11. **"OLRA"** shall mean "Ontario Labour Relations Act".
12. **"OSSTF"** shall mean the Provincial Ontario Secondary School Teachers' Federation.
13. **"OTF"** shall mean the Ontario Teachers' Federation.
14. **"Policy"** shall mean a stand or position taken by OSSTF, Teacher Bargaining Unit 28, Renfrew in accordance with the bylaws on matters whose resolution is beyond the internal legislative power of the Teacher Bargaining Unit.
15. **"Teacher Bargaining Unit"** shall mean Teacher Bargaining Unit, District 28 Renfrew, OSSTF, including the Occasional teachers branch.

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ARTICLES

ARTICLE ONE - NAME

- 1.1 This organization shall be known as "OSSTF, Teacher Bargaining Unit 28, Renfrew" and shall include all members of the Ontario Secondary School Teachers' Federation employed by the Renfrew County Board of Education as teachers.

ARTICLE TWO - ADHERENCE TO PROVINCIAL OSSTF

- 2.1 No part of this constitution may contravene any of the constitutions or bylaws of the Provincial OSSTF. If any parts are found to contravene the constitutions or bylaws of the provincial OSSTF, then the provincial constitutions and bylaws shall apply.

ARTICLE THREE - AIMS OF THE EXECUTIVE AND COUNCIL

- 3.1 The Teacher Bargaining Unit Executive shall act in the name of the Federation and shall be responsible for the effective administration within the Teacher Bargaining Unit of the policy of OSSTF.
- 3.2 The Teacher Bargaining Unit Executive shall determine and respect the wishes and needs of the membership and ensure that the concerns of the local membership are brought to the attention of OSSTF.
- 3.3 The Teacher Bargaining Unit Executive shall provide leadership in all matters affecting the welfare of the members.
- 3.4 The Teacher Bargaining Unit Executive shall supervise all committees in the establishment of goals beneficial to the membership in consultation with the committees, and shall assist the committees in their efforts to achieve those goals.
- 3.5 The Teacher Bargaining Unit President shall be responsible for the Collective Agreement of his/her Bargaining Unit.

ARTICLE FOUR - TEACHER BARGAINING UNIT EXECUTIVE

- 4.1 There shall be an Executive consisting of the following members: President, Secretary-Treasurer, 1st Vice-President and 2nd Vice-President. Past President and Chief Negotiator to be non-voting members of the Executive. Committee chairs can act as advisors as requested by the Executive. An individual may occupy more than one office.
- 4.2 The Executive shall operate as prescribed by the bylaws.
- 4.3 The duties of the Executive and its members shall be as prescribed by the bylaws.
- 4.4 The term of office of the Executive shall be July 1 to June 30 of the following year.

ARTICLE FIVE – TEACHER BARGAINING UNIT COUNCIL

- 5.1 The Teacher Bargaining Unit Council shall consist of the Teacher Bargaining Unit Executive, Branch Presidents, the chair of the Collective Bargaining Committee and the Benefits/Information Officer.

ARTICLE SIX - COMMITTEES

- 6.1 There shall be Teacher Bargaining Unit standing committees as designated by the bylaws and special committees as may from time to time be deemed necessary.

ARTICLE SEVEN - FEDERATION

- 7.1 The duties of the Federation shall be as prescribed by the bylaws.

ARTICLE EIGHT – BRANCH ORGANIZATION

- 8.1** Each secondary school in Renfrew County (seven secondary schools plus Continuing Education and the Occasional teachers branch) where members of OSSTF perform their duties shall constitute a Branch of the Teacher Bargaining Unit.
- 8.2** Branch Executives shall consist of a President and can also include a Past President, Vice-President, Secretary-Treasurer, Communications Political Action Committee (CPAC) Officer, Educational Services Officer, Collective Bargaining Committee Officers, Human Rights and Status of Women Officer, Health and Safety Officer and Parent Council representative.
- 8.3** The Branch Executive shall be elected by an annual Branch General Meeting called by the Branch President no later than June 30 of the year before which they are to take office.
- 8.4** The duties of the Branch Executive shall be consistent with Teacher Bargaining Unit and Provincial bylaws.

ARTICLE NINE - BYLAWS

- 9.1** The Teacher Bargaining Unit, at the Annual General Meeting, provided that there has been fifteen (15) school days prior notice to the Secretary-Treasurer, who shall make them available to the Branches ten (10) school days prior to the AGM, may pass bylaws or revisions thereto not inconsistent with the Constitution concerning:
- 9.1.1** the procedure for the election of its various office holders;
 - 9.1.2** the formation of Teacher Bargaining Unit and Branch organizations;
 - 9.1.3** the management of its property and its own internal organization and administration;
 - 9.1.4** the time, place, and conduct of the annual and other meetings of the Federation;
 - 9.1.5** the establishment, amendment, and rescission of Teacher Bargaining Unit policy;
 - 9.1.6** all other matters as are deemed necessary or convenient for the promotion of the welfare of the members or the conduct of the business of the Teacher Bargaining Unit.
- 9.2** For the purpose of this article, a quorum shall be a simple majority of the TBU Council members.
- 9.3** Interim bylaws or the amendment or rescission thereof may be passed by a two-thirds (2/3) affirmative vote of the Council qualified to vote, present and voting.
- 9.4** Any interim bylaws or policy applicable to the Teacher Bargaining Unit established by the District Council are subject to ratification at the General Teacher Bargaining Unit Meeting.

ARTICLE TEN - AMENDMENTS

10.1 Amendments to this constitution may be made:

10.1.1 at a General Teacher Bargaining Unit Meeting by a two-thirds (2/3) affirmative vote of the members qualified to vote, present and voting, provided that notice of the proposed amendments shall have been given in writing to the Secretary Treasurer fifteen (15) school days prior to the date of the meeting, and who shall make it available in each Branch ten (10) school days prior to the date of the meeting;

10.1.2 at a General Teacher Bargaining Unit Meeting by a nine-tenths (9/10) affirmative vote of the members qualified to vote, present and voting, previous notice as in 10.1.1 not having been given.

ARTICLE ELEVEN - PRESIDENTIAL TIME

11.1 The Teacher Bargaining Unit President shall be compensated for the portion of his/her time spent on Federation Duties at the rate of Category 4 maximum plus \$6000. The Teacher Bargaining Unit shall reimburse the Board according to the Collective Agreement for the portion not funded by the Board.

ARTICLE TWELVE - LEVY

12.1 There shall be a special levy of the Teacher Bargaining Unit 28, OSSTF members, the amount determined by the budget presented for ratification at the May Annual Meeting of the membership.

12.2 The levy shall be collected from the Teacher Bargaining Unit OSSTF membership as a per thousand dollars of salary in ten installments corresponding to the school year.

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BYLAWS

BYLAW ONE – EXECUTIVE

- 1.1** The members of the Executive shall be elected as follows:
- 1.1.1** the immediate Past President shall be a non-voting member of the Executive for one year following his or her term as President;
 - 1.1.1.1** in the event that there is no immediate past president as defined above, the Council may appoint a member as an executive officer to fill the position;
 - 1.1.2** the Teacher Bargaining Unit President shall be elected by a vote of the membership at large in accordance with Bylaw 20;
 - 1.1.3** the Teacher Bargaining Unit 1st and 2nd Vice Presidents shall be elected by a vote of the membership at large in accordance with Bylaw 20;
 - 1.1.4** the Secretary-Treasurer shall be elected by a vote of the membership at large in accordance with Bylaw 20;
 - 1.1.5** Executive positions shall be for two year terms, except for Past- President, which shall be for a one year term.

BYLAW TWO - COUNCIL

- 2.1** The members of the Council shall be the Executive as well as the following:
- 2.1.1** the Collective Bargaining Committee Chair and Vice-Chair for the next year, who shall be elected for the next year at the last meeting of the year of the Collective Bargaining Committee, with the appointments to be approved by the Executive;
 - 2.1.2** the Branch Presidents, who shall be elected by the OSSTF members in their Branches.

BYLAW THREE - OFFICERS OF THE BARGAINING UNIT

- 3.1** There shall be a position of Chief Negotiator whose term of office shall be three years.
- 3.2** The selection of the Chief Negotiator shall be carried out in the following manner:
- 3.2.1** a search committee shall be activated by the Teacher Bargaining Unit President to seek out and recommend a Chief Negotiator;
- 3.2.1.1** such a committee shall be established when deemed necessary by the Teacher Bargaining Unit Council but must be established at least every three years;
- 3.2.1.2** the committee shall advertise and make recommendations consistent with the OSSTF bylaws and constitution;
- 3.2.1.3** the search committee shall consist of at least six members: the CBC Chair, two appointed by the Collective Bargaining Committee, and the other members shall be determined by the Council;
- 3.2.1.4** the Council shall ratify or reject the committee's choice.

BYLAW FOUR - DUTIES OF EXECUTIVE OFFICERS**4.1 Duties of the Past President:**

- 4.1.1 to act as an advisor to the Executive and Council;
- 4.1.2 to represent the Council on the Grievance Appeals Committee for the Collective Agreement, which was negotiated during his/her term of office;
- 4.1.3 to continue at the expressed wish of the Council as representative of the Council in collective bargaining matters for the duration of negotiations initiated during his/her term of office.

4.2 Duties of the Teacher Bargaining Unit President:

- 4.2.1 to call meetings of the Executive, Council and the membership;.
- 4.2.2 to preside over all general meetings of the membership;
- 4.2.3 to call separate meetings of all committees for the purpose of electing their chairs;
- 4.2.4 to represent the Council, or designate such representation, on all committees, and maintain contact with all Teacher Bargaining Unit work;
- 4.2.5 to act as liaison agent between other bodies and the Teacher Bargaining Unit Executive and Council;
- 4.2.6 to receive grievances arising from the Collective Agreement, to serve as Grievance Officer, and to act as Chair of the Grievance Committee;
- 4.2.7 to assess the validity of the grievance under the terms of the Collective Agreement and to make appropriate recommendations to the Grievance Committee;
- 4.2.8 to recommend to the Collective Bargaining Committee and the Council removal of a member from the Table Team if the opinion is that said member is not serving the collective good of the teachers of the Teacher Bargaining Unit;
- 4.2.9 to represent the membership in collective bargaining matters and attend negotiating meetings with the Board, in negotiations initiated during his/her term of office;
- 4.2.10 to represent the Bargaining Unit at all meetings of the T/OT Sector Council and report back to the Bargaining Unit;

4.2.11 to sign, together with the CBC Chair and Chief Negotiator, the collective agreement on behalf of the members;

4.2.12 to be a member of the Staffing Allocation Committee;

4.2.13 to attend TBU Council meetings.

4.3 Duties of the Teacher Bargaining Unit 1st Vice-President:

4.3.1 to perform the duties of the President if requested by the President or the Council;

4.3.2 to represent the membership as an overseer and liaison agent on matters of redundancy;

4.3.3 to represent the membership on the Grievance Committee;

4.3.4 to attend meetings of the Collective Bargaining Committee;

4.3.5 to be a member of the Negotiating Team for his/her Bargaining Unit;

4.3.6 to serve on the Redundancy Review Committee;

4.3.7 to perform such other duties as designated by the Council;

4.3.8 to serve on the Staffing Allocations Committee;

4.3.9 to attend TBU Council meetings.

4.4 Duties of the Teacher Bargaining Unit 2nd Vice-President:

4.4.1 to perform the duties of the President if requested by the President or the Council;

4.4.2 to chair all TBU Council meetings;

4.4.3 to be a member of the X/Y Committee;

4.4.4 to be a member of the Grievance Appeals Committee;

4.4.5 to perform such other duties as designated by the Council;

4.4.6 to attend TBU Council meetings.

4.4.7 To act as the Anti-Harassment Officer as per the guidelines in Policy 10.

4.5 Duties of the Secretary-Treasurer:

- 4.5.1** to record and/or verify all minutes of Executive, Council, Annual and General Meetings;
- 4.5.2** to keep all TBU financial records;
- 4.5.3** to make payments for legitimate Teacher Bargaining Unit purposes;
- 4.5.4** to work in close co-operation with the Teacher Bargaining Unit President and other Officers;
- 4.5.5** to act upon the recommendations of the duly appointed auditors;
- 4.5.6** to be a member of and act as Chair of the Finance Committee;
- 4.5.7** to be a member of the X/Y Committee;
- 4.5.8** to serve as the Educational Finance Representative to the Provincial OSSTF;
- 4.5.9** to serve as a member of the Grievance Appeals Committee;
- 4.5.10** to receive and distribute TBU constitutional revisions and amendments and TBU nominations for the AGM;
- 4.5.11** to serve as a member of the TBU Constitution Review Committee;
- 4.5.12** to maintain the TBU constitution;
- 4.5.13** to attend TBU Council meetings.
- 4.5.14** to chair a Special Committee to review the TBU Constitution each year (TBU Constitution Review Committee);

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BYLAW FIVE - DUTIES OF THE CHAIRS OF STANDING COMMITTEES**5.1 Duties of the Collective Bargaining Committee Chair:**

- 5.1.1** to keep the Council informed on all matters relating to collective bargaining in the Teacher Bargaining Unit;
- 5.1.2** to develop, with the CBC and Council, goals to be pursued in negotiations;
- 5.1.3** to report to the Collective Bargaining Committee from the Council matters of mutual concern;
- 5.1.4** to initiate, in consultation with the Collective Bargaining Committee and the Council, a survey to ascertain the wishes and concerns of the members for new contract proposals;
- 5.1.5** to inform the President of the results of the survey;
- 5.1.6** to make detailed results of the survey available to the Collective Bargaining Committee and Council;
- 5.1.7** to participate in the selection process of the Chief Negotiator;
- 5.1.8** to assist the Chief Negotiator and President in selecting the Table Team for negotiations;
- 5.1.9** to advise the Council to inform the Board of the Teacher Bargaining Unit's intentions to renegotiate the collective agreement;
- 5.1.10** to oversee the formation of a brief with respect to proposals for a new collective agreement;
- 5.1.11** to recommend to the Collective Bargaining Committee and the Council removal of a member from the Table Team if the opinion is that said member is not serving the collective good of the members of the Teacher Bargaining Unit;
- 5.1.12** to attend the monthly meetings of the Council;
- 5.1.13** to be a member of the Table Team;
- 5.1.14** to sign, together with the President and Chief Negotiator, the collective agreement on behalf of the members;
- 5.1.15** to be a member of the Finance Committee;

- 5.1.16** to call meetings of the Collective Bargaining Committee;
- 5.1.17** to prepare a yearly written report on the Committee's activities for presentation at the Teacher Bargaining Unit Annual Meeting in May;
- 5.1.18** to act as an advisor to the Executive as requested;
- 5.1.19** to serve on the Grievance Appeals Committee.

5.2 Duties of the Collective Bargaining Committee Vice-Chair/Benefits Officer

- 5.2.1** to report to the Council on all matters relating to benefits in the Teacher Bargaining Unit;
- 5.2.2** to work in cooperation with the appropriate bodies or persons at the Provincial level;
- 5.2.3** to act as an advisor to the Collective Bargaining Committee on matters concerned with Benefits and to attend all Collective Bargaining meetings.

5.3 Duties of the Finance Committee Chair:

- 5.3.1** to expedite the role of the Finance Committee;
- 5.3.2** to call meetings of the Finance Committee;
- 5.3.3** to chair the Finance Committee meetings;
- 5.3.4** to solicit budget requests from the CBC committee.

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BYLAW SIX – DUTIES OF THE APPOINTED OFFICERS**6.1 Duties of the Chief Negotiator:**

- 6.1.1 to attend all meetings of the Collective Bargaining Committee;
- 6.1.2 to act as chief spokesperson in the negotiations between the teachers and the Board;
- 6.1.3 to act within the limits and priorities prescribed by the membership;
- 6.1.4 to present for approval to the Collective Bargaining Committee and Council any contract offer prior to agreement in principle with the Board;
- 6.1.5 to assist the Collective Bargaining Committee Chair and the President in selecting the Table Team for negotiations;
- 6.1.6 to recommend negotiating strategies to the Table Team;
- 6.1.7 to cause to be prepared and to present the rationale behind the Federation's proposal;
- 6.1.8 to report to the Collective Bargaining Committee and Council on progress, or lack of such, made in negotiations;
- 6.1.9 to work in cooperation with the appropriate bodies or persons at the provincial level;
- 6.1.10 to attend meetings of the Council;
- 6.1.11 to report to the Council;
- 6.1.12 to be a member of the Grievance Committee;
- 6.1.13 to be a non-voting member of the TBU executive;
- 6.1.14 to be a non-voting member of the District executive;
- 6.1.15 to be a member of the Staffing Allocations Committee.
- 6.1.16 to work in conjunction with the TBU executive on issues pertaining to contract maintenance.

6.2 The TBU Council may appoint officers and duties shall be assigned.

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BYLAW SEVEN - DUTIES OF THE FEDERATION

- 7.1 to elect during election years a President, First Vice-President, 2nd Vice-President, and Secretary-Treasurer;
- 7.2 to receive and pass upon reports and communications from OSSTF and OTF;
- 7.3 to receive and pass upon reports of Teacher Bargaining Unit Officers, Auditors, and Committees;
- 7.4 to determine the action to be taken in regard to the reports received and to instruct the Council and Committee thereon;
- 7.5 to consider matters of general interest to education as they affect OSSTF or the Teacher Bargaining Unit;
- 7.6 to adopt bylaws necessary to the transaction of Teacher Bargaining Unit business and not in contravention to any article or section of this Constitution or Bylaws, and to file a copy of such bylaws with the Administrative Consultant.

BYLAW EIGHT - DUTIES OF THE EXECUTIVE

- 8.1 to meet at the call of the President to consider OSSTF and Federation matters;
- 8.2 to meet regularly with the Council;
- 8.3 to present to the Council for ratification, any actions taken by the Executive;
- 8.4 For each school year to name a designate if so desired, and to name an alternate to substitute when necessary for the Bargaining Unit President at meetings of the T/OT Sector Council.
- 8.5 to act on behalf of TBU Council when TBU Council is not scheduled to meet

BYLAW NINE - DUTIES OF THE COUNCIL

- 9.1 to promote, within the Teacher Bargaining Unit, the aims and objectives of the OSSTF;
- 9.2 to attend all Teacher Bargaining Unit meetings and meet at other times at the call of the President or at the written request of two members of the Council;
- 9.3 to report to the Federation at the Annual Meeting;
- 9.4 to carry out the instructions of the Federation;
- 9.5 to deal with all matters brought before it from the Branches, which require action, before the next regular Federation meeting;
- 9.6 to keep the Federation informed of its activities;
- 9.7 to appoint substitutes for Teacher Bargaining Unit representatives who are unable to act;
- 9.8 to authorize and disburse payments incurred in the conduct of business of the Federation;
- 9.9 to inform the Provincial Executive of any matters adversely affecting the welfare of the Federation or of one or more of its members;
- 9.10 to appoint a resolutions committee to expedite the disposition of resolutions submitted to the Annual Teacher Bargaining Unit Meeting;
- 9.11 to appoint, at its discretion, members to any Board Committee when requested by the Board;
- 9.12 to advise and direct the committees of the Teacher Bargaining Unit to ensure that the wishes and needs of the membership are respected;
- 9.13 to establish a search committee for Chief Negotiator when necessary, or at least every three (3) years, and to ratify or reject the committee's choice;
- 9.14 to meet jointly with the Collective Bargaining Committee prior to the presentation of any contract offer to the membership;
- 9.15 to recommend rejection or acceptance of the contract proposal to the membership, or to direct the commencement of further negotiations having received the recommendations of the Chief Negotiator, Collective Bargaining Committee Chair and the Collective Bargaining Committee;
- 9.16 to act upon the recommendation of the Collective Bargaining Committee chair

and/or President regarding the removal of a member of the table team who is not acting in the best interests of the membership;

- 9.17** to receive for ratification, amendment, or rejection, any actions taken by the Executive;
- 9.18** to act upon any recommendations of the Grievance Committee regarding policy or group grievances;
- 9.19** to receive appeals by members of the Teacher Bargaining Unit regarding any decisions by the Grievance Committee against proceeding with a requested grievance and to forward them to the Grievance Appeals Committee.

BYLAW TEN - POLICY

10.1 No Branch or the Teacher Bargaining Unit has the right to advocate the contravention of established OSSTF policy and practice.

10.2 Establishment and Rescission by Council:

10.2.1 Interim policy, and the amendment or rescission of interim policy, may be made by the Council by a two-thirds (2/3) affirmative vote of the members qualified to vote, present and voting;

10.2.2 A proper notice of policy motion for the establishment and rescission of policy is one which begins with the words "It is the policy of OSSTF, Teacher Bargaining Unit 28, Renfrew that".

10.3 Establishment and Rescission by Annual Meeting:

10.3.1 Policy, and the amendment and rescission of policy, may be made at the annual meeting by a majority of the members qualified to vote, present and voting, provided that a proper notice of policy motion shall have been given in writing to the Secretary-Treasurer fifteen (15) school days prior to the date of the meeting, who shall make them available to branches ten(10) school days prior to the date of the meeting.

10.3.2 A proper notice of policy motion for the establishment and rescission of policy is one which begins with the words, "It is the policy of OSSTF, Teacher Bargaining Unit 28, Renfrew that".

10.3.3 Notwithstanding a motion's adherence to Bylaw 10.3.2, it is the duty of the Council to make a final ruling as to whether or not a motion is a policy motion.

10.3.4 Any interim policy or interim amendment of policy or interim rescission of policy made by the Council since the previous Teacher Bargaining Unit Annual Meeting shall be ratified or rescinded by a majority vote of the members of the Teacher Bargaining Unit qualified to vote, present and voting.

BYLAW ELEVEN - MEETINGS

- 11.1** There shall be an Annual Federation Meeting on or before May 31 to:
- (a) discuss the business of the Teacher Bargaining Unit and vote on constitutional amendments;
 - (b) receive reports, and;
 - (c) to hear election speeches.
- 11.2** There shall be a general meeting at such other times as may be determined by the Council at the call of the President.
- 11.3** Notice of the Annual and General Meetings must be in the hands of the Branch Presidents ten (10) school days prior to the Annual and General Meetings and posted in every school.

BYLAW TWELVE - HONORARIA

- 12.1** The allowances of the TBU President, TBU 1st Vice-President and Chief Negotiator be adjusted as follows:
- | | |
|------------------------|--------------------------|
| TBU President | 10.0 % of CAT IV maximum |
| TBU 1st Vice-President | 1.0 % of CAT IV maximum |
| Chief Negotiator | 10.0 % of CAT IV maximum |
- 12.2** Honoraria for elected positions shall only be given to elected members.

BYLAW THIRTEEN - GENERAL STANDING COMMITTEES**13.1** There shall be the following standing committees:

- (a) Collective Bargaining Committee
- (b) Finance
- (c) Any additional committees as deemed desirable by the Council.

13.2 Membership of General Standing Committees:

13.2.1 The Collective Bargaining Committee shall consist of one Collective Bargaining Representative and one Pensions and Benefits Representative from each TBU Branch.

13.2.2 The negotiating team shall be representative of the following areas:

- (a) Mackenzie, Fellowes, or Panet;
- (b) Opeongo, Madawaska Valley, or Continuing Education;
- (c) Renfrew Collegiate or Arnprior D.H.S.

13.2.3 The membership of the negotiating team shall meet the requirements of 13.2.2 and shall include the President, 1st Vice-President, Collective Bargaining Committee Chair, Chief Negotiator, and such other resource persons as the Council may from time to time determine.

13.2.4 The term of the negotiating team shall be from contract initiation to conclusion.

13.2.5 The Finance Committee shall consist of the President, the Treasurer, and the Collective Bargaining Committee Chair.

13.2.6 Other committees shall have one representative per Branch except for the Collective Bargaining Committee where each branch may appoint two representatives.

13.2.7 All committees, except the Finance Committee, shall elect a Chair subject to ratification by Council.

13.2.7.1 Collective Bargaining Committee shall also elect a Vice-Chair who shall be responsible for pensions and benefits.

13.3 Terms of Reference

The terms of reference for Teacher Bargaining Unit Standing Committees shall be established by the Teacher Bargaining Unit Council and shall be amendable, as the Council deems advisable.

13.3.1 Collective Bargaining Committee:

- 13.3.1.1** to assist in the formation and distribution of the survey to determine the needs and concerns of the teachers so that this information may be incorporated into the proposed collective agreement;
- 13.3.1.2** to assist in the preparation of a brief for negotiations;
- 13.3.1.3** to inform the teachers, at the appropriate times, of the progress or lack of such, made in negotiations;
- 13.3.1.4** to advise the Table Team on strategies to be used in negotiations;
- 13.3.1.5** to appoint three members to the Search Committee for Chief Negotiator;
- 13.3.1.6** to meet jointly with the Council prior to the presentation of any contract offer to the membership;
- 13.3.1.7** to communicate to teachers their existing rights to benefits and any changes in benefits.

13.3.2 Finance Committee:

- 13.3.2.1** to make recommendations to the District Finance Committee on the budget as it relates to TBU business and committees.

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BYLAW FOURTEEN – SPECIAL STANDING COMMITTEES

14.1 There shall be the following committees:

14.1.1 Teacher Bargaining Unit Committees:

14.1.1.1 Grievance Committee and Appeals Committee;

14.1.1.2 Redundancy Review Committee;

14.1.1.3 TBU Constitution Review Committee.

14.1.2 Branch Committees:

14.1.2.1 School Staffing Committee.

14.1.3 Joint Board/Teacher Bargaining Unit Committees:

14.1.3.1 X over Y Plan Administering Committee;

14.1.3.2 Retraining Leave Plan Administering Committee;

14.1.3.3 Staffing Allocations Committee;

14.1.3.4 Employee Assistance Program Committee.

14.2 Membership of Special Standing Committees.

The Council shall make appointments to the committees at its discretion, except as specified below:

14.2.1 Teacher Bargaining Unit Committees

14.2.1.1 Grievance Committee shall consist of the President, 1st Vice President, and Chief Negotiator.

14.2.1.2 Redundancy Review Committee shall consist of the Teacher Bargaining Unit President or designate and the Vice President.

14.2.1.3 The Grievance Appeals Committee shall consist of the Secretary-Treasurer, 2nd Vice-President and the CBC Chair.

14.2.1.4 The Constitution Review Committee be chaired by the Secretary-Treasurer and will also include two - four other members, selected first from District Council, then from the membership at large if needed.

14.2.2 Branch Committees

14.2.2.1 School Staffing Committees shall consist of the school Principal, one Vice-Principal, the Branch President, and one other staff member elected by the staff.

14.2.3 Joint Board/Teacher Bargaining Unit Committees

14.2.3.1 The Teacher Bargaining Unit shall be represented on the X over Y Committee by the President, 2nd Vice-President and Secretary/Treasurer of the Teacher Bargaining Unit.

14.2.3.2 The Retraining Leave Plan Administering Committee shall be administered by the Redundancy Review Committee.

14.2.3.3 The Staffing Allocations Committee shall consist of the President, First Vice-President and Chief Negotiator.

14.3 Terms of Reference

The terms of reference for the committees shall be as specified in the Collective Agreement. Duties not covered under the Agreement shall be established by the Council and shall be amendable as the Council deems advisable.

14.3.1 Grievance Committee And Grievance Appeals Committee

14.3.1.1 Bargaining Unit Grievance Officer

14.3.1.1.1 shall be the Bargaining Unit President;

14.3.1.1.2 shall serve as the Chairperson of the Bargaining Unit Grievance Committee;

14.3.1.1.3 shall advise the Bargaining unit on matters relating to maintenance of the collective agreement;

14.3.1.1.4 In the event that the President is not the Grievance Officer, the designate shall perform such duties as assigned by the President.

14.3.1.2 Grievance Committee – Membership

14.3.1.2.1 The Grievance Committee shall consist of the following three members or their designates:

- i) the President of the Bargaining Unit;
- ii) the 1st Vice-President of the Bargaining Unit;
- iii) the Chief Negotiator of the Bargaining Unit.

14.3.1.2.2 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 Executive will be appointed by the Grievance Committee to become the representative.

14.3.1.3 Grievance Committee – Terms of Reference

14.3.1.3.1 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.

14.3.1.3.2 Meetings of the Grievance Committee will be called by the Chairperson.

14.3.1.3.3 All grievances are confidential to the members of the Grievance Committee, the Bargaining Unit Executive, and to the griever.

14.3.1.3.4 Procedures for Alleged grievances

- i) All alleged grievances directed to the Bargaining Unit President shall be referred to the Grievance Officer immediately.
- ii) The Branch President/Representative or another member of the Bargaining Unit may assist the member in presenting the facts of the case to the Grievance Committee.
- iii) The Grievance Committee will consider in camera whether to recommend that the Bargaining Unit should proceed with the grievance.
- iv) The Grievance Officer shall inform the member of the Committee's decision that will be reported to the Bargaining Unit Executive and the reason for it and shall inform the member of the appeal process.
- v) The Grievance Officer shall also report any minority opinions of the Committee to the Bargaining Unit Executive.

14.3.1.3.5 All decisions by the Committee shall be by simple majority.

14.3.1.3.6 A quorum for the Committee shall be two.

14.3.1.4 Grievance Appeals Committee

14.3.1.4.1 The Grievance Appeals Committee shall consist of: Secretary-Treasurer, 2nd Vice-President and the Chair of the Collective Bargaining Committee.

14.3.1.4.2 The members of the Grievance Appeals Committee shall select one of their members to Chair the meeting.

14.3.1.4.3 A quorum for the Grievance Appeals Committee shall be two members.

14.3.1.4.4 One member of the Bargaining Unit Executive, (who shall not have been a member of the Grievance Committee and also shall not act as a member of the Grievance Appeals Committee) may be chosen by the member appealing the decision of the Grievance Committee to assist in carrying forward the appeal to the Grievance Appeals Committee.

14.3.1.4.5 All grievances are confidential to the members of the Grievance Committee, Grievance Appeals Committee, the Bargaining Unit Executive and to the grievor.

14.3.1.5 Procedures for the Grievance Appeals Committee:

14.3.1.5.1 The Bargaining Unit member(s) asking for an appeal of the decision of the Bargaining Unit Grievance Committee will be invited to attend a meeting of the Bargaining Unit Appeals Committee to present their case.

14.3.1.5.2 The Bargaining Unit member(s) appealing the decision will have an opportunity to present the case with the assistance of their advisor.

14.3.1.5.3 The Bargaining Unit Grievance Officer/Committee will state the reasons for not carrying forward the grievance.

14.3.1.5.4 The Bargaining Unit members appealing the ruling of

the Grievance Committee will have an opportunity to respond to the presentation of the Chairperson of the Grievance Committee.

- 14.3.1.5.5** The Grievance Appeals Committee will consider the appeal in camera after both parties have been excused and will communicate their decision to the Bargaining Unit member and the Bargaining Unit Grievance Officer as soon as possible.

14.3.2 Constitution Review Committee

- 14.3.2.1** The Constitution Review Committee shall meet to annually review the Constitution and make recommendations to District Council.

14.4 Special Terms of Reference for Special Standing Committees:

- 14.4.1** The terms of office of all committees relating to the Collective Agreement are deemed to stand for the term of the agreement.
- 14.4.2** The Teacher Bargaining Unit appointees to joint Board/Teacher Bargaining Unit Committees shall represent all members of the Teacher Bargaining Unit and shall report regularly to the Council.

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BYLAW FIFTEEN – RATIFICATION PROCEDURE

15.1 The ratification procedure for a collective agreement shall be that a General Meeting will be held no less than two (2) school days following the distribution of the proposed agreement for the purpose of presenting a recommendation, a rationale for the recommendation, and discussion. A vote shall be taken in the Branches under the supervision of the Branch President, by secret ballot, with the ballots tallied in aggregate under the supervision of the President or designate on a Teacher Bargaining Unit-wide basis. The result of the vote shall be announced to members as soon as possible following the vote with the percentage given on a countywide basis only. Further, no member shall divulge the percentage or number from individual polls.

15.1.1 The following protocol shall be followed for ratification votes:

- 1) Polls shall be open at a location in the workplace announced in advance.
- 2) The poll should be open before school, at lunch and after last class for at least 20 minutes in each.
- 3) Ballots are to be distinctively marked by the President and distributed to each workplace representative.
- 4) Each school will have a sealed ballot box provided by the President.
- 5) Each school should have membership list and each member should sign beside their name to acknowledge receipt of the ballot.
- 6) Amendments to an existing collective agreement shall follow the same procedure as in 15.1.1.

15.2 Prior to the implementation of 15.1, the Council may direct Branch Presidents to convene a Branch meeting, chaired by the Branch President, at which Collective Bargaining Committee representatives and Branch President review the terms of any proposed Collective Agreement. Copies of proposed changes to the current Agreement shall be made available to the Branch members at the meeting and shall be retained by the Branch Presidents and/or the Collective Bargaining Committee representatives following the meeting.

BYLAW SIXTEEN – JOINT NEGOTIATIONS

- 16.1** OSSTF's present policy does not permit joint negotiations with elementary school teachers, but Collective Bargaining Committee Chair or designate may communicate with discretion with elementary affiliate officials on any part of the Collective Agreements.

BYLAW SEVENTEEN – REPLACEMENT OF COUNCIL/COMMITTEE MEMBERS

- 17.1** Executive and Council members may be replaced in the following circumstances:
- 17.1.1** When any voting member of the Council misses two consecutive meetings without replacement or report;
 - 17.1.2** Any member of the Council or of its committees may be expelled by a two-thirds vote of the Council if the member is deemed to be acting contrary to the best interests of the Federation; or
 - 17.1.3** In the case of the resignation of a voting member of Council.
- 17.2** The Council may appoint an interim replacement until such time as a new member can be elected, which shall happen in a timely manner.
- 17.3** The procedure for the replacement of the executive or council member shall be:
- 17.3.1** In the case of the voting member being a Branch President, the Council shall accept any replacement voted upon by the Branch.
 - 17.3.2** In the case of the voting member being a Committee Chair, the Council shall accept any replacement voted upon by the Committee
 - 17.3.3** In the case of the voting member being an Executive member, the remainder of the term shall be filled in the following manner:
 - 17.3.3.1** If the remainder of the term is six or more months, a by-election shall be held in accordance with Bylaw 21.
 - 17.3.3.2** If the remainder of the term is less than six months, the remaining Executive shall nominate candidate(s) to be elected by District Council

BYLAW EIGHTEEN – MINUTES

18.1 The Teacher Bargaining Unit Secretary-Treasurer shall record in the Minutes of Executive and Council Meetings:

18.1.1 a list of members present, members absent and members absent with regrets;

18.1.2 a record of motions passed and defeated;

18.1.3 reports given;

18.1.4 such other matters as the Council may from time to time determine.

BYLAW NINETEEN – PUBLIC RELATIONS

19.1 The President or his/her designate shall be authorized to respond to, and correct, general misinterpretations and outright errors as they appear in the local media.

BYLAW TWENTY – NOMINATIONS AND ELECTIONS

- 20.1** Branches must receive nomination forms from the District President for executive positions fifteen (15) school days prior to the April District Council meeting in years when elections occur.
- 20.2** Nominations for executive positions must be in writing and include the names and signatures of the nominator and seconder. Any member in good standing may make a nomination to the Council meeting.
- 20.3** Nominations are due at the April District Council meeting. Nominations shall be closed by motion at that Council meeting.
- 20.3.1** Notwithstanding 20.3, where there has not been a member in good standing nominated for a position by the above process, nominations may be made from the floor at the Annual Meeting.
- 20.4** District Executive shall appoint two returning officers, who shall not be running for office.
- 20.4.1** Campaigning will start after the April District Council meeting.
- 20.4.1.1** Candidates will provide to the CPAC Chair electronic copies of a picture and a candidate profile of up to 250 words no later than fifteen (15) school days prior to the AGM.
- 20.4.1.2** CPAC will produce a newsletter that will include candidate pictures, profiles and on-time motions and distribute the newsletter to the branches no later than ten (10) school days prior to the AGM.
- 20.4.1.3** CPAC will upload the contents of the newsletter named in 20.4.1.2 to the District website no later than ten (10) school days prior to the AGM.
- 20.4.1.4** Aside from those listed in Bylaw 20.4, no other campaign paraphernalia, gifts or literature is permitted.
- 20.4.1.5** No candidates, including incumbents, may visit schools for the purpose of campaigning
- 20.5** At the AGM, each candidate will be allotted three (3) minutes to make a campaign speech to the membership.
- 20.5.1** The order of speeches will be determined randomly by position in the following order: TBU President, 1st Vice-President, 2nd Vice-President, Secretary-Treasurer.
- 20.5.2** The candidates' speeches, with the permission of each candidate, shall be uploaded to the District website within 12 hours of the end of the AGM
- 20.6** Ballots will be prepared by the Secretary-Treasurer and sent electronically to each branch president one (1) school day prior to the election day.
- 20.6.1** Each Branch President will prepare a master list of all OSSTF District 28 TBU members working in their Branch.

- 20.6.2** Each Branch President will prepare paper ballots for each OSSTF District 28 TBU member working in their Branch.
- 20.6.3** In the case that the Branch President is running for office, an alternate will fulfill the duties of Bylaw 20.6.
- 20.7** Election day shall be two (2) school days following the AGM.
- 20.7.1** Each Branch President shall have the polls open at least fifteen (15) minutes before school, for the duration of lunch and for twenty (20) minutes at the end of the last period.
- 20.7.2** Members must sign the master list to receive their ballot.
- 20.7.3** Voting shall be done by secret ballot.
- 20.7.4** Members shall place their ballots in the provided locked box.
- 20.7.5** The returning officers shall collect the locked ballot boxes from each Branch on election day after the polls close.
- 20.7.6** In the case that the Branch President is running for office, an alternate will fulfill the duties of Bylaw 20.7.
- 20.8** On the first school day following election day, there shall be an Elections meeting, called by the returning officers.
- 20.8.1** The returning officers shall attend the meeting with the locked ballot boxes.
- 20.8.2** Each candidate shall select a scrutineer to attend this meeting.
- 20.8.3** The ballots shall be counted.
- 20.8.4** The returning officers shall email results to Branch Presidents, including overall vote count
- 20.8.5** The Branch Presidents shall post the results, including overall vote count, at their respective worksites.
- 20.9** Defeated candidates may not drop down to run for a lower position.
- 20.10** Any contravention of Bylaw 20 may result in referral to Judicial Council.

BYLAW TWENTY-ONE – BY-ELECTIONS

- 21.1** Branches must receive nomination forms from the District President for executive positions fifteen (15) school days prior to the due date for nominations.
- 21.2** Nominations for executive positions must be in writing and include the names and signatures of the nominator and seconder. Any member in good standing may make a nomination.
- 21.3** Nominations are due on the due date for nominations. Nominations shall be closed at that time.
- 21.3.1** Notwithstanding 21.3, where there has not been a member in good standing nominated for a position by the above process, nominations may be made from the floor at the District Council meeting where candidate speeches will take place.
- 21.4** District Executive shall appoint two returning officers, who shall not be running for office.
- 21.4.1** Campaigning will start after the due date for nominations.
- 21.4.1.1** Candidates will provide to the CPAC Chair electronic copies of a picture and a candidate profile of up to 250 words no later than fifteen (15) school days prior to the District Council meeting where candidate speeches will take place.
- 21.4.1.2** CPAC will produce a newsletter that will include candidate pictures, profiles and on-time motions and distribute the newsletter to the branches no later than ten (10) school days prior to the District Council meeting where candidate speeches will take place.
- 21.4.1.3** CPAC will upload the contents of the newsletter named in 21.4.1.2 to the District website no later than ten (10) school days prior to the District Council meeting where candidate speeches will take place.
- 21.4.1.4** Aside from those listed in Bylaw 21.4, no other campaign paraphernalia, gifts or literature is permitted.
- 21.4.1.5** No candidates, including incumbents, may visit schools for the purpose of campaigning
- 21.5** At the District Council meeting where candidate speeches will take place, members will be encouraged to attend in order to hear the speeches. Each candidate will be allotted three (3) minutes to make a campaign speech to the membership.
- 21.5.1** The order of speeches will be determined randomly by position in the following order: President, 1st Vice-President, 2nd Vice-President, Secretary-Treasurer, Provincial Councilor.
- 21.6** Ballots will be prepared by the Secretary-Treasurer and sent electronically to

- each branch president one (1) school day prior to the by-election day.
- 21.6.1** Each Branch President will prepare a master list of all OSSTF District 28 members (TBU, Occasionals and Office Manager) working in their Branch.
- 21.6.2** Each Branch President will prepare paper ballots for each OSSTF District 28 member working in their Branch.
- 21.6.3** In the case that the Branch President is running for office, an alternate will fulfill the duties of Bylaw 21.6.
- 21.7** By-Election day shall be two (2) school days following the District Council meeting where candidate speeches took place.
- 21.7.1** Each Branch President shall have the polls open at least fifteen (15) minutes before school, for the duration of lunch and for twenty (20) minutes at the end of the last period.
- 21.7.2** Members must sign the master list to receive their ballot.
- 21.7.3** Voting shall be done by secret ballot.
- 21.7.4** Members shall place their ballots in the provided locked box.
- 21.7.5** The returning officers shall collect the locked ballot boxes from each Branch on election day after the polls close.
- 21.7.6** In the case that the Branch President is running for office, an alternate will fulfill the duties of Bylaw 21.7.
- 21.8** On the first school day following by-election day, there shall be an Elections meeting, called by the returning officers.
- 21.8.1** The returning officers shall attend the meeting with the locked ballot boxes.
- 21.8.2** Each candidate shall select a scrutineer to attend this meeting.
- 21.8.3** The ballots shall be counted.
- 21.8.4** The returning officers shall email results to Branch Presidents, including overall vote count
- 21.8.5** The Branch Presidents shall post the results, including overall vote count, at their respective worksites.
- 21.9** Defeated candidates may not drop down to run for a lower position.
- 21.10** Any contravention of Bylaw 21 may result in referral to Judicial Council.

BYLAW TWENTY-TWO – AMENDMENTS TO THE BYLAWS**22.1** Amendments to the bylaws may be made:

22.1.1 at the Annual General Meeting by a simple majority of the members qualified to vote, present and voting, provided that notice of the proposed amendments shall have been given in writing to the Secretary Treasurer fifteen (15) school days prior to the date of the meeting, and who shall make it available in each Branch ten (10) school days prior to the date of the meeting;

22.1.2 at the Annual General Meeting by a three-quarters (3/4) affirmative vote of the members qualified to vote, present and voting, previous notice as in 22.1.1 not having been given.

BYLAW TWENTY-THREE – AUTHORITIES AND RULES OF ORDER**23.1** The parliamentary authorities for the TBU of OSSTF District 28, in order of priority and precedence, are:

23.1.1 The Rules of Order in this Constitution

23.1.2 The Rules of Order in the OSSTF Provincial Constitution

23.1.3 Robert's Rules of Order Newly Revised, Scott, Foresman & Co. (most recent edition)

POLICIES

Policies

1. Committees

The Board has the right to appoint any individual to any committee it chooses but no OSSTF member serving on any committee should be regarded as a teachers' representative unless he or she is duly appointed by the Executive, Council, or Branch concerned with ratification by Council.

2. Grievances

Before any official grievance is undertaken:

- 2.1** the member speaks with the Branch President or Bargaining Unit President concerning a complaint who will then inform a member of the Grievance Committee;
- 2.2** if the grievance involves the Principal, the member or his/her agent and the Branch President discuss any such complaint with the Principal to resolve the complaint. If the complaint is not resolved, procedures as outlined in the Collective Agreement for grievance may be undertaken.

3. Physical Conditions in the School

The results of any investigations of the physical conditions in any school be made available to the members who work in that school.

4. Public Elections

Branch Presidents in co-operation with the District Political Action Officer endeavour to mobilize the Branches to:

- 4.1** place ads where the Branch desires it for municipal and school board elections;
- 4.2** organize public meetings where the Branch approves for the municipal or school board elections;
- 4.3** organize a get-out-the-vote program for the elections where the Branch desires it.

5. Redundancy

Members may be asked to cooperate as an indication of our sincere concern in the matter of redundancy by:

- 5.1** submitting a formal resignation within the shortest possible time of knowing that one will be not teaching with the Board the next year;
- 5.2** simultaneously informing Branch Presidents of such resignations with the object of providing the Redundancy Review Committee with regular assessment of the overall vacancy/redundancy situation on a County basis to aid them in the liaison with the Board and the Executive.

6. Teacher Supervision

Teacher supervision at school dances and other extra-curricular activities is of a voluntary nature and full support will be given to any teacher against whom disciplinary actions are invoked on this account.

7. Teacher Qualifications

- 7.1** Any restrictions of teaching qualifications, which extend the existing Ministry Regulations, shall be opposed.
- 7.2** Any person whom the Board placed in charge of a secondary student's education, or part thereof, should be a qualified teacher under Ministry Regulations, should be a member of OSSTF, and should therefore be covered by all sections of the Collective Agreement.

8. Tutorials

Teacher Bargaining Unit members who may be asked by the Board to offer tutorials for students taking correspondence courses through the Ministry of Education should accept only under the following condition: the night course-tutorial constitutes a portion of the teacher's timetable (the teacher would receive full salary according to the grid).

9. Job Duties

Teacher Bargaining Unit members should not change or expand their job duties so as to reduce the work available to members of our own or other bargaining units, nor should they use students or volunteers so as to reduce the work available to our own or other bargaining units.

10. Anti-Harassment

It shall be the policy of the TBU of District 28 that members should feel free to attend all meetings of the District without the fear of being harassed.

A member who believes that s/he has been the target of harassment, should, as a first step, inform the perpetrator that s/he finds the behaviour offensive, and ask that it be stopped. This can be done personally, either in writing or verbally, or with the assistance of a third party.

If the behaviour recurs or persists, or if the member does not feel safe approaching the perpetrator directly, s/he should speak with the designated anti-harassment officer or an executive member of the District. The designated anti-harassment officer will investigate the complaint promptly, including separately interviewing the parties involved and any witnesses, with a view to resolving the problem informally.

The investigation shall be handled confidentially; however, all complaints will be reported by the anti-harassment officer to the District President.

If the complaint cannot be resolved informally, the complainant will be asked to put the complaint and all relevant information in writing. If the complainant chooses to provide such a written complaint, it will be submitted to the District President for action and it shall be the joint responsibility of the District President and the Secretariat assigned to District 28 to conduct an investigation, determine if the behaviour falls under the definition of harassment, and decide on appropriate remedial action. The parties involved will receive a written report stating the findings and any action taken.

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

Decisions may be reviewed by Judicial Council on the request of a member.

The District President shall keep a confidential file of all records and reports related to the investigation of written complaints for a period of five years.

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