

# **CONSTITUTION, BY-LAWS AND POLICIES**

**Of**

**Ontario Secondary School Teachers' Federation**

**District 4**

**Near North**

**Educational Student Support Professionals  
(ESSP)**

**Revised May 18, 2017**

**IN EFFECT**

**JULY 1, 2017**

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# **CONSTITUTION**

## **ARTICLES**

### **ARTICLE 1 - DEFINITIONS**

In this Constitution:

- 1.1** "O.S.S.T.F." shall mean the Ontario Secondary School Teachers' Federation.
- 1.2** "Bargaining Unit" shall mean the Educational Student Support Professionals, ESSP, which is the O.S.S.T.F. organization of those members for whom O.S.S.T.F. holds bargaining rights under the appropriate legislation.
- 1.3** "District" shall mean O.S.S.T.F. District 4.
- 1.4** "Member" shall mean an active member (in good standing) of the ESSP Bargaining Unit who is a member of O.S.S.T.F. (a member of the bargaining unit who works under the current Collective Agreement and pays union dues to O.S.S.T.F. is a member of O.S.S.T.F.)
- 1.5** "General Meeting" shall mean a meeting of the Bargaining Unit membership to conduct the business of the Unit.
- 1.6** "By-Laws" shall mean the standing rules governing the membership of the Bargaining Unit on matters, which are entirely within the control of the Bargaining Unit.
- 1.7** "Constitution" shall mean a system of fundamental principles by which the Bargaining Unit is governed, and includes a basic organization of the Bargaining Unit.
- 1.8** "Policy" shall mean a stand or position taken by the Bargaining Unit in accordance with its By-laws on matters whose resolution is beyond the internal legislative power of the Bargaining Unit.
- 1.9** "Procedures" shall mean detailed rules established by the Bargaining Unit Executive to govern the "day-to-day" operation of the Bargaining Unit, which are consistent with the constitution, by-laws, and policy.
- 1.10** "Workgroup Representative" shall mean a Member of the Bargaining Unit who has been elected to represent one of the divisions of the bargaining unit – Educational Assistant or Professional Student Services Personnel or Designated Early Childhood Educator.
- 1.11** "Negotiating Team" shall mean a group of Members selected in accordance with the By-Laws to negotiate a collective agreement with the employer.

## **ARTICLE 2 – Name and Authority**

**2.1** This Bargaining Unit shall be known as the Ontario Secondary School Teachers' Federation, District 4, Educational Student Support Professionals (ESSP).

**2.2** Any part of the Bargaining Unit Constitution, By-Laws, Policies, and/or Procedures that are in contravention to the O.S.S.T.F. and/or District Constitution, By-Laws, Policies and/or Procedures are null and void.

## **ARTICLE 3 – Objects**

**3.1** The objects of the ESSP Bargaining Unit shall be those described in Article 3 of the Constitution of O.S.S.T.F.

**3.2** The ethics of the ESSP Bargaining Unit shall be those described in Article 4 of the Constitution of O.S.S.T.F.

## **ARTICLE 4 – Membership**

**4.1** Members shall include employees employed by the Near North District School Board who are Members of the O.S.S.T.F. ESSP Bargaining Unit.

## **ARTICLE 5 – Dues and Levies**

**5.1** Members shall pay annual dues as prescribed in the By-Laws of O.S.S.T.F.

**5.2** In addition to the dues prescribed by O.S.S.T.F., this Bargaining Unit may require a levy. The amount of the levy shall be approved by a majority vote of those Members present, qualified to a vote and voting at the Annual General Meeting of the Bargaining Unit.

## **ARTICLE 6 – Organization**

**6.1** Bargaining Unit Executive

**6.1.1** There shall be an Executive consisting of the following voting members:

**6.1.1.1** President

**6.1.1.2** 1st Vice President/Grievance Officer

**6.1.1.3** 2nd Vice President/Administrative Officer

**6.1.1.4** Treasurer

**6.1.1.5** Secretary

**6.1.1.6** Educational Services Officer

**6.1.1.7** Workgroup Representatives:

**6.1.1.7.1** One (1) Educational Assistant and

**6.1.1.7.2** One (1) Professional Student Services Personnel

**6.1.1.7.3** One (1) Designated Early Childhood Educator

**6.1.1.8** Three Area Representatives: one (1) East Area Representative, one (1) North Area Representative, one (1) West Area Representative

**6.1.2** The Bargaining Unit Executive will also include the following non-voting members to be appointed by the Executive.

**6.1.2.1** Health and Safety Officer

**6.1.2.2** Pay Equity Officer

**6.1.2.3** Chief Negotiator

## **ARTICLE 7 – Meetings**

**7.1** Executive Meetings

**7.1.1** The frequency of Executive Meetings shall be established in the By-Laws.

**7.2** Annual General Meetings

**7.2.1** There shall be an Annual General Meeting as defined in the By-Laws.

**7.3** Special General Meetings

**7.3.1** Special General Meetings may be convened in accordance with the By-Laws.

**7.4** A Ratification Meeting to explain a tentative Collective Agreement will be held in accordance with the By-Laws.

## **ARTICLE 8 – Collective Bargaining**

**8.1** There shall be a Collective Bargaining Committee for the Bargaining Unit elected in accordance with the By-Laws.

**8.1.1** The Collective Bargaining Committee shall be responsible to the Bargaining Unit Executive through the Chief Negotiator.

## **ARTICLE 9 – Standing Committees**

**9.1** There shall be Bargaining Unit Standing Committees as designated in the By-Laws.

**9.1.1** The chairperson of any Bargaining Unit Standing Committee shall attend Bargaining Unit Executive Meetings and Annual General Meetings at the request of the President.

## **ARTICLE 10- Amendments**

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

# **BY-LAWS**

## **BY-LAW 1 – General Meetings**

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

**1.2** Notice of other General Meetings shall be given to the members in writing at least seven (7) working days prior to the date of meeting.

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

**1.4** The Annual General Meeting shall be held on a rotation basis in West Parry Sound, East Parry Sound or North Bay as determined by the Executive.

**1.5** The Annual General Meeting shall be held in May.

## **BY-LAW 2 – Meetings**

### **2. Executive Meetings**

**2.1** The Bargaining Unit Executive shall meet at the call of the President but not less than seven (7) times per year. Some of these meetings may be held via tele-conference or video-conferencing.

**2.1.1** The Bargaining Unit President shall call a meeting of the Executive when at least thirty percent (30%) of the members of the Executive make such a request in writing to the President.

### **BY-LAW 3 – Quorum**

**3.1** A quorum for meetings of the Executive shall be a simple majority of the total voting members of the Executive.

**3.2** A quorum for the Annual General Meeting shall be ten percent (10%) of Membership.

**3.3** A quorum for a General Meeting shall be those Members present, qualified to vote and voting.

### **BY-LAW 4 – Voting**

**4.1** Any O.S.S.T.F. Member of the Bargaining Unit may attend, speak and vote at any duly convened General Meeting.

**4.2** Where a vote is held, any employee in the Bargaining Unit may vote by secret ballot on the ratification of a proposed Collective Agreement or a sanction against the employer.

### **BY-LAW 5 – Elections**

**5.1** Only Members of District 4, O.S.S.T.F. ESSP Bargaining Unit may be candidates for office.

**5.2** Elections for Executive Members, excluding the three (3) Area Representatives, shall be by secret ballot at the Annual General Meeting, and in the order listed in Article 5.1 of the Constitution.

**5.3** There shall be an Elections Committee appointed by the Bargaining Unit Executive to conduct the elections at the Annual General Meeting, bring forth candidate lists, recommend procedures for elections, run elections, and any other duties assigned by the Bargaining Unit Executive.

**5.4** Candidates who wish their names to appear on the candidate list prior to the Annual General Meeting may indicate their intention to run for office by submitting their name, supported by two other Members' signatures, to the Secretary of the Bargaining Unit, at least ten (10) calendar days prior to the election.

**5.5** For any executive position, other than the position of President, any Member of the Bargaining Unit may be nominated, "from the floor" at the Annual General Meeting supported by two other Members as the mover and seconder of the motion to nominate.

**5.6** The majority vote of those Members present, qualified to vote and voting shall elect everyone on the Bargaining Unit Executive.

**5.7** Defeated candidates shall be considered for other offices remaining for election if they choose.

**5.8** The term of office of the Bargaining Unit Executive, excluding the three (3) Area Representatives, shall be for two (2) years, from July 1 to June 30.

**5.9** Area Representatives will be elected at the last area meeting of the school year. The term of office for area representatives will be for a period of one (1) year from July 1 to June 30.

**5.9.1** The area meetings to elect Area Representatives shall occur in May or June at the call of the current Area Representative.

**5.9.2** If the current Area Representative is unable to call the area meeting for election purposes, or the position is vacant, the Executive shall call the Area meeting.

#### **BY-LAW 6 – Duties of Members**

**6.1** It shall be the duty of every Member to comply with the duties of members of the Ontario Secondary School Teachers' Federation as defined in O.S.S.T.F. Provincial By-Law 5 - Rights, Privileges and Duties, By-Law 5.2 – Duties of Members.

#### **BY-LAW 7 – Duties of the Bargaining Unit Executive**

**7.1** It is the duty of the Executive to:

**7.1.1** Manage the affairs of the Bargaining Unit between General Meetings

**7.1.2** Propose a bargaining unit budget for presentation at the Annual General Meeting

**7.1.3** Establish procedures and policies in order to facilitate the business of the Bargaining Unit and to present those procedures and policies to the membership for ratification at the Annual General Meeting.

**7.1.4** Communicate regularly with the O.S.S.T.F. Members of the Bargaining Unit regarding the management of the ESSP Bargaining Unit business.

**7.1.5** Establish procedures for the ratification of a Collective Agreement.

**7.1.6** Fill any vacant position on the Executive, with the exception of the position of President, which shall be filled in accordance with the By-Laws.

**7.1.7** To establish a grievance committee, in accordance with the By-laws, which shall investigate and determine the manner in which grievances are conducted.

**7.1.8** To fulfill the duties set out in Anti-Harassment By-Laws and Policies.

**7.1.9** Appoint five (5) members to the Bargaining Unit Anti-Harassment Appeals Committee prior to September 30 of each year.

#### **BY-LAW 8 – Duties of Executive Members**

##### **8.1 The duties of the President shall be to:**

**8.1.1** Assume the role of Chief Executive Officer for the Collective Agreement.



**8.1.2** Call and preside over all Executive and General Meetings.

**8.1.3** Fulfill the duties of the Bargaining Unit President as may be outlined in the O.S.S.T.F. Handbook.

**8.1.4** Be an ex-officio member of all Bargaining Unit committees.

**8.1.5** Report to the Bargaining Unit Executive and Members the activities and concerns of the District.

**8.1.6** Report to the Members at the Annual General Meeting.

**8.1.7** Be a member of the Negotiating Team.

**8.1.8** Represent all members of the Bargaining Unit fairly.

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

**8.1.10** Represent the ESSP Bargaining Unit at the District Executive.

**8.1.11** Represent the ESSP Bargaining Unit at AMPA.

**8.1.12** Be a member of the Grievance Committee.

## **8.2 The duties of the 1st Vice-President**

**8.2.1** Perform the duties of the President in the President's absence.

**8.2.2** Carry out the duties as may be assigned by the President.

**8.2.3** Be a member of the Collective Bargaining Committee and the Negotiating Team;

**8.2.4** Liaise with the Health and Safety Officer, Pay Equity Officer, Workgroup Representatives and the Area Representatives.

## **8.3 The duties of the 2nd Vice-President/Administrative Officer shall be to:**

**8.3.1** Carry out the duties as may be assigned by the President:

**8.3.2** Liaise with the Secretary, Treasurer, and Educational Services Officer;

**8.3.3** Convene the Elections Committee

**8.3.4** Attend Regional or Provincial OSSTF meetings and training regarding the organization and running of a Bargaining Unit;

**8.3.5** Be responsible for organizing the Annual General Meeting and other General Meetings for the Bargaining Unit and ensuring that the appropriate notice and information related to these meetings is circulated to members on behalf of the Executive.

**8.3.6** Act as Communication Officer

**8.3.6.1 The duties of the Communication Officer shall be to:**

**8.3.6.1.1** Work with Bargaining Unit Executive, Bargaining Unit Standing Committees, District Executive and the Provincial Communications Committee.

**8.3.6.1.2** To coordinate the dissemination of information to Bargaining Unit members at the instruction of the Executive.

**8.3.6.1.3** To generate a newsletter at least four times a year as well as the election Newsletter.

**8.4 The duties of the Secretary shall be to:**

**8.4.1** Keep a record of the minutes of all General Membership and Executive meetings.

**8.4.2** Send a copy of the minutes of the General Membership meetings to each member of Executive.

**8.4.3** Maintain a policy and procedure manual.

**8.4.4** The secretary will make all necessary housekeeping changes, as directed by the Executive, to this Constitution, By-Laws and Policies and any other policy and procedure manual of this Bargaining Unit, providing the meaning and intent is not altered.

**8.4.5** Carry out duties as assigned by the President.

**8.5 The duties of the Treasurer shall be to:**

**8.5.1** Carry out the duties as may be assigned by the President.

**8.5.2** Carry out the duties as may be assigned by the District Treasurer.

**8.5.3** Organize and report on all financial matters related to the organization and operation of the OSSTF ESSP Bargaining Unit

**8.5.4** Arrange for an annual audit of the OSSTF financial records in accordance with the Constitution and By-Laws of the OSSTF.

**8.5.5** Prepare a draft budget for approval at the first Executive meeting in the new fiscal year.

**8.6 The duties of the Work Group Representatives shall be to:**

**8.6.1** Work Group Representatives will include one (1) EA, one (1) PSSP and one (1) DECE.

**8.6.2** Carry out the duties as assigned by the President.

**8.6.3** Carry out the duties as outlined in the By-Laws.

**8.6.4** To be a member of the Grievance Committee

**8.6.5** To be a member of the Collective Bargaining Committee.

**8.8 The duties of the Educational Services Officer shall be to:**

**8.8.1** Attend approved provincial and/or District workshops pertaining to Educational Services;

**8.8.2** Represent the District 4, ESSP Bargaining Unit on the Near North District School Board Professional Development Committee

**8.8.3** Implement programs to achieve professional and education goals set by District 4, ESSP Bargaining Unit and OSSTF;

**8.8.4** Convene the Educational Services Committee;

**8.8.5** Report on a timely and regular basis to Executive and the Members;

**8.8.6** Chair the Bursary/Awards Committee.

**8.8.7** Carry out duties as assigned by the President

**8.9 The duties of the Area Representatives shall be to:**

**8.9.1** Attend Executive meetings

**8.9.2** Organize area meetings as needed, in accordance with the by-laws.

**8.9.3** Bring information from Executive meetings to area meetings.

**8.9.4** Be members of the Bursary/Awards Committee.

**8.9.5** Carry out duties as assigned by the President.

**BY-LAW 9 – Duties of Officers**

**9.1 The duties of the Health and Safety Officer shall be to:**

**9.1.1** Attend approved relevant meetings/workshops and keep membership current on the pertinent issues.

**9.1.2** Keep in contact with the District Health and Safety Officer.

9.1.3 Represent the Bargaining Unit on the Board's Health and Safety Committee.

9.1.4 Report on a timely and regular basis to the Executive and the membership

9.1.5 Carry out duties as assigned by the Bargaining Unit Executive.

**9.3 The duties of the Pay Equity Officer shall be to:**

9.3.1 Attend and advise at all meetings with the Board related to Pay Equity bargaining and maintenance;

9.3.2 Report on a timely and regular basis to the Executive and the membership;

9.3.3 Maintain contact with provincial OSSTF staff assigned to pay equity;

9.3.4 Attend approved Provincial or District training workshop pertaining to Pay Equity and Pay Equity Maintenance.

9.3.5 Carry out other duties as may be assigned by the President

**9.4 The duties of the Chief Negotiator/Grievance Officer shall be to:**

9.4.1 Be a member of the negotiating team.

9.4.2 Be the spokesperson for the negotiating team.

9.4.3 Chair the Bargaining Unit Collective Bargaining Committee.

9.4.4 Report on a timely and regular basis to the Executive and the Members.

9.4.5 Formulate bargaining priorities after consultation with the OSSTF District 4 Executive and Teachers' Bargaining Unit (TBU) Chief Negotiator.

9.4.6 In consultation with the President, perform the duties related to any and all Bargaining Unit Grievances, including but not limited to consulting with Members who believe they may have a grievance, informing the President and Executive of all requests for assistance and potential grievances, developing arguments and policies in pursuing the grievance process, maintaining all necessary correspondence and files pertaining to a grievance, ensuring that grievances are filed in accordance with the procedures set out in the Collective Agreement.

9.4.7 Attend Regional or Provincial OSSTF meetings regarding grievance information or training.

9.4.8 Be a member of the Grievance Committee.

9.4.7 Carry out the duties as assigned by the President.

**BY-LAW 10 – Purpose of the Annual General Meeting**

## **10.1 The Annual General Meeting of the Bargaining Unit**

**10.1.1** May adopt or rescind By-Laws of the Bargaining Unit not inconsistent with the Constitution and By-Laws of O.S.S.T.F. concerning:

**10.1.1.1** Election procedures for Bargaining Unit Officers.

**10.1.1.2** The time, place, date and conduct of the Annual General Meeting and other special General Meetings of the Bargaining Unit.

**10.1.1.3** The formation of internal organizations and procedures.

**10.1.1.4** The establishment, amendment or revision of Bargaining Unit policy.

**10.1.1.5** All other matters as are deemed necessary or convenient for the promotion of the welfare and interests of Members or the conduct of the business of the Bargaining Unit.

**10.1.2** Will hold elections according to the By-Laws.

**10.1.3** Will receive financial reports according to the By-laws.

### **BY-LAW 11 – Amendments**

**11.1** Amendments to the Constitution and By-Laws may be made at an Annual General Meeting of the Bargaining Unit.

**11.1.2** All resolutions must be accompanied by a reasonable estimate of the cost, should the resolution require the expenditure of funds for implementation.

**11.2** Amendments to the Constitution may be made by a sixty (60%) majority vote of the Members present, qualified to vote and voting provided that notice of the proposed amendment has been given to the membership in writing not less than fifteen (15) calendar days prior to the date of the General Meeting.

**11.3** Where such notice has not been given, a ninety (90%) majority vote of the Members present, qualified to vote and voting may make amendments.

**11.4** Amendments to the By-Laws may be made by a simple majority vote of the Members present, qualified to vote and voting provided that notice of the proposed amendment has been given to the membership in writing not less than fifteen (15) calendar days prior to the date of the General Meeting.

**11.5** Where such notice has not been given, a seventy-five (75%) majority vote of the Members present, qualified to vote and voting may make amendments.

**11.6** Any amendments to Procedure or Policy shall be ratified, rescinded or amended at a General

Meeting by a simple majority vote of the Members present, qualified to vote and voting.

#### **BY-LAW 12 – Vacancy**

**12.1** If a vacancy occurs in any Bargaining Unit Executive position, except the position of President or Area Representative, the Bargaining Unit Executive shall solicit nominations and appoint a Member to fill the vacancy until the end of the term of office.

**12.2** Where no nominations are forthcoming, the Executive shall appoint a Member to fill the vacancy.

**12.3** Where the vacancy occurs in the position of President, the 1st Vice-President shall assume the position for the remainder of the term of office.

**12.4** If a vacancy occurs in any Area Representative position, an area election at an area meeting will be held to fill the vacancy until the end of the term of office.

**12.5** If the Area representative position is not filled at the area meeting, the Executive shall appoint a Member to fill the vacancy.

#### **BY-LAW 13 – Finance**

**13.1** The fiscal year of the Bargaining Unit shall be from July 1 to June 30.

**13.2** The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds in accordance with an approved budget.

**13.3** The Treasurer shall prepare an up-to-date financial report of the Bargaining Unit for presentation at each of the Executive Meetings and the Annual General Meeting.

**13.4** Authorization for payment drawn on the Bargaining Unit account shall require two (2) signatures of three (3) as designated by the Executive.

**13.5** One of the signatories must be the Treasurer with the other being either the President or a Vice-President.

**13.6** Expenses incurred on behalf of the Bargaining Unit shall be paid only if they are submitted on O.S.S.T.F. Bargaining Unit or District expense voucher forms with appropriate receipts, within spending guidelines and with appropriate approval.

**13.7** Child care and Dependent care costs be covered for Executive Members to attend Executive Meetings at the OSSTF rate. A requisition form must be submitted to the Treasurer for reimbursement.

#### **BY-LAW 14 – Collective Bargaining Committee**

**14.1** The Collective Bargaining Committee for the Bargaining Unit may consist of up to a maximum of nine (9) members. The Chief Negotiator, President, 1st Vice President, EA Workgroup Representative, PSSP Workgroup Representative and DECE Workgroup Representative shall be members.

**14.2** The Executive shall appoint a member to fill any vacancies.

**14.3** The Negotiating Team shall consist of the following CBC members: the President, Chief Negotiator, 1st Vice President, EA Workgroup Representative, PSSP Workgroup Representative, DECE Workgroup Representative and one (1) additional member (optional) assigned by the Executive.

#### **BY-LAW 15 – Duties of the Collective Bargaining Committee**

**15.1** It shall be the duty of the Collective Bargaining Committee to:

**15.1.1** Prepare a negotiating brief.

**15.1.2** Seek approval for the brief from the Bargaining Unit Executive and Provincial Office of O.S.S.T.F.

**15.1.3** Communicate regularly with the Members on the progress of negotiations.

**15.1.4** Follow the ratification procedure in accordance with the By-laws

#### **15.2 Ratification Procedure**

**15.2.1** Following the acceptance of the Board's offer the Chief Negotiator will:

**15.2.1.1** Present the offer to a meeting of the Bargaining Unit Executive for review and recommendations;

**15.2.1.2** Circulate the proposed changes in the agreement to the Bargaining Unit Members; call regional general meetings, within 72 hours' notice, to explain the contractual changes; and hold a ratification vote by secret ballot.

**15.2.1.3** No sooner than 72 hours after the requirements of 15.2.1.2 have been fulfilled, hold a ratification vote by secret ballot in each region.

#### **15.2.2 Binding**

**15.2.2.1** A tentative agreement shall be deemed ratified if more than 50% of those members who were eligible to vote and voting, voted in favour of the tentative agreement.

**15.2.2.2** No agreement reached by the Collective Bargaining Committee shall be binding on the members until a ratification vote is completed as indicated in 15.2

#### **15.2.3 Failure to Ratify**

**15.2.3.1** In the event that a tentative agreement is not ratified, the Collective Bargaining Committee may at its discretion:

**15.2.3.1.1** Resign and request the election of a new Collective Bargaining Committee; or,

**15.2.3.1.2** Request further guidelines from members and renew negotiations with the Board.

#### **BY-LAW 16 – Grievance Committee**

**16.1** The Grievance Committee shall consist of the Grievance Officer, the President, the PSSP Workgroup Representative, the EA Workgroup Representative and the DECE Workgroup Representative.

**16.2** The committee shall consider complaints from members who may have grievances against the employer.

**16.3** The committee shall assist members who have legitimate grievances.

#### **BY-LAW 17 – Delegates to Annual Meeting of the Provincial Assembly**

**17.1** Delegates to the Annual Meeting of the Provincial Assembly (AMPA) shall be:

**17.1** The Bargaining Unit President or designate.

**17.2** Additional delegates shall be appointed by the Executive. The General Secretary of O.S.S.T.F. in accordance with the O.S.S.T.F. Constitution and By-Laws shall determine the number of delegates.

**17.2** Duties of delegates to AMPA shall be in accordance with the O.S.S.T.F. Constitution and By-Laws.

**17.3** The delegates to AMPA will provide a written submission for the Bargaining Unit's Newsletter to the Communications Officer after the Annual Meeting of the Provincial Assembly.

#### **BY-LAW 18 – Grievance Appeal Committee**

**18.1** When a potential grievance has been turned down, the grievor has the right to take the potential grievance to a member of the Grievance Appeal Committee.

**18.2** The Executive, except for the members of the Grievance Committee, shall act as the Appeal Committee. One (1) member of the Committee will act as Chair of the Grievance Appeal Committee.

**18.3** The Chair will allow the grievor, if the grievor desires, to bring one (1) additional Bargaining Unit member to any meeting pertaining to the grievors' grievance.

**18.4** The Grievance appeal committee shall establish procedures for dealing with grievance appeals and ensure that the membership is aware of the procedures and any subsequent changes to those procedures.



**18.5** The decision of the Grievance Appeal Committee is binding.

**BY-LAW 19 – Common Concerns/Professional Development Committee**

**19.1** The Common Concerns/Professional Development Committee shall be composed of the President, 1st Vice President, and a Workgroup Representative as determined by the Executive.

**19.2** The Committee shall meet with the Board to discuss items as directed by the Executive and to cooperatively plan Professional Development day activities. The intent of the Committee is to serve the mutual needs of the Board and the Union in order to facilitate the maintenance of a harmonious relationship between the two parties.

**19.3** The Committee Chair shall report to the Executive.

**19.4** The Committee Chair shall communicate meeting results to the members through newsletter articles.

**19.5** The Educational Services Officer shall attend all meetings where items to be discussed pertain to the PD days.

**BY-LAW 20 – Bursary/Awards Committee**

**20.1** The Bursary/Awards Committee shall be composed of the Ed Services Officer and the three (3) Area Representatives.

**20.2** The Committee Chair shall send out the appropriate documents to the members each year concerning the various bursaries and awards to be offered for that year.

**20.3** The Committee shall meet in May of each year to determine the recipients of the Bursaries and Awards to be granted for that year.

**20.4** The Committee Chair shall report to the Executive.

**20.5** The Committee Chair shall communicate recipients to the members through newsletter articles.

**20.6** The amount of money used for bursaries/awards will be determined each budget year.

**BY-LAW 21 – Federation Officer Time Release**

**21.1** The Bargaining Unit President will be seconded from the Near North District School Board, 100% of a 1.0 Full Time Equivalent (FTE) position, for the purpose of fulfilling the duties of the President.

**21.2** The salary for the Bargaining Unit President shall be equivalent to the annual salary that would have been received had the President been working full time. Because of the extensive responsibilities of the office, the President shall receive 10% of the equivalent of the President's salary of the current Collective Agreement upon the vote of the Executive on or before September 30.

**BY-LAW 22 - Anti-Harassment and Anti-Bullying Policy**

**22.1** The Bargaining Unit shall have an Anti-Harassment and Anti-Bullying Policy and Procedure to be followed at all OSSTF workplaces and functions.

**22.2** The Anti-Bullying and Anti-Harassment Policy and Procedure and any amendments to it shall be approved by the District Executive.

**BY-LAW 23- Anti-Harassment and Anti-Bullying Appeals Procedure**

**23.1** Members of the Bargaining Unit affected by a decision resulting from a complaint under the Bargaining Unit's Anti-Harassment and Anti-Bullying Procedure may appeal this decision using the following procedure:

**23.1.1** Within five days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the Bargaining Unit President for an Appeal Hearing.

**23.1.2** Within two days of receiving the request, the Bargaining Unit President shall appoint three members of the Bargaining Unit Anti-Harassment and Anti-Bullying Appeals Committee to consider the appeal.

**23.1.3** Within three days, the Bargaining Unit Anti-Harassment and Anti-Bullying Appeals Committee shall meet to consider the appeal.

**23.1.3.1** The Bargaining Unit Anti-Harassment and Anti-Bullying Appeals Committee shall review the complaint, the investigation process and findings, and the decision.

**23.1.3.2** Following the review, the Bargaining Unit Anti-Harassment and Anti-Bullying Appeals Committee shall either confirm or modify the decision.

**23.1.3.3** The decision of the Bargaining Unit Anti-Harassment and Anti-Bullying Appeals Committee shall be consistent with the OSSTF Provincial Anti-Harassment and Anti-Bullying Policy and Procedures.

**23.1.4** The Bargaining Unit Anti-Harassment and Anti-Bullying Appeals Committee shall report the decision of the Appeal to the Bargaining Unit President within five (5) days after meeting at which the Appeal is considered.

**23.1.5** Within two days of receiving the decision of the Bargaining Unit Anti-Harassment and Anti-Bullying Appeals Committee, the Bargaining Unit President shall communicate the decision to the Appellant in writing.

**23.1.6** The decision of the Bargaining Unit Anti-Harassment and Anti-Bullying Appeals Appeal Committee shall be considered final and not subject to any appeal.

## **Policies**

**1.** It is the policy of OSSTF, District #4 ESSP Bargaining Unit that our members work with students who have recognized substantiated needs. When the clients' needs have been met, then a Bargaining Unit member may agree to assist with other children or projects in the school in which that member works.

**2.** It is a policy that the Bargaining Unit will support publicly funded services by using those services whenever possible.

**3.** It is a policy that ESSP Bargaining Unit members will attend board sponsored Professional Development Days with the understanding that overtime will be paid by the employer for any time worked beyond a typical work day and that mileage will be paid by the employer for any additional travel required to attend the Professional Development Day.