



CONSTITUTION & BYLAWS

OF

TEACHERS' BARGAINING UNIT

OF

DISTRICT 2 - ALGOMA

OF

ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION

AS AMENDED [2019]

CONTENTS

CONSTITUTION

ARTICLES

- p.5 **Article 1: Name**
- p.5 **Article 2: Definitions**
- p.5 **Article 3: Objects**
- p.5 **Article 4: Organization**
 - 4.1 Membership
 - 4.2 Bargaining Unit Executive
 - 4.3 Bargaining Unit Council
 - 4.4 Annual Meeting of Bargaining Unit Council
- p.6 **Article 5: Officers, Committees and Standing Committees**
 - 5.1 Designation of Standing Committees
 - 5.2 Standing Committees
 - 5.3 Terms of Reference
 - 5.4 Other Committees and Officers
 - 5.5 Other Committees
- p.7 **Article 6: Levy**
- p.7 **Article 7: Rules of Order**
- p.7 **Article 8: Amendments**
 - 8.1 Amendments by Bargaining Unit Council
 - 8.2 Amendments to the Constitution
 - 8.3 Amendments to the Bylaws

BYLAWS

- p.8 **Bylaw 1: Bargaining Unit Council**
 - 1.1 Duties of Bargaining Unit Council
 - 1.2 Delegates to Bargaining Unit Council
- p.8 **Bylaw 2: Delegates to the District Annual General Meeting**
- p.8 **Bylaw 3: Delegates to the Annual Meeting of Provincial Assembly**
 - 3.1 Composition of Delegation
 - 3.2 Change in Size of Delegation
 - 3.3 Election of Delegation
- p.9 **Bylaw 4: Duties of Bargaining Unit Executive**
 - 4.1 Bargaining Unit Executive
 - 4.2 Bargaining Unit Executive Meetings
 - 4.3 Bargaining Unit President

- 4.4 Bargaining Unit Past President
- 4.5 Bargaining Unit Vice Presidents
- 4.6 Bargaining Unit Treasurer
- 4.7 Bargaining Unit Secretary
- 4.8 Bargaining Unit Chief Negotiator/Grievance Officer
- 4.9 Bargaining Unit Health and Safety Officer
- 4.10 Bargaining Unit Educational Services Officer
- 4.11 Bargaining Unit Executive Officer

- p.12 **Bylaw 5: Election of Bargaining Unit Executive**
 - 5.1 Elected Officers
 - 5.2 Nominations
 - 5.3 Elections

- p.13 **Bylaw 6: Vacancies**
 - 6.1 Vacancy of President
 - 6.2 Vacancy of Other Executive Offices
 - 6.3 Vacancy of Past President
 - 6.4 Declining Vacancy
 - 6.5 Interim Appointments

- p.14 **Bylaw 7: Workplaces**
 - 7.1 Workplaces
 - 7.2 Workplace Elections
 - 7.3 Workplace Delegates

- p.15 **Bylaw 8: Standing Committees**
 - 8.1 Collective Bargaining Committee
 - 8.2 Seniority Review Committee
 - 8.3 Health and Safety Committee
 - 8.4 Grievance Appeals Committee
 - 8.5 Duties of the Committee Chairs

- p.16 **Bylaw 9: Levy**

- p.17 **Bylaw 10: Meetings**
 - 10.1 Due Notice
 - 10.2 General Membership Meetings
 - 10.3 Quorum

- p.17 **Bylaw 11: Ratification Votes and Provincial Resumption of Bargaining**

- p.18 **Bylaw 12: Awards**
 - 12.1 Award for Student Leadership

POLICIES

p.19 Policy 1: Retiree Gifts

p.19 Policy 2: Anti-Harassment/Bullying Policy and Procedures

2.1 Anti-Harassment/Bullying Policy and Procedures

2.2 Policy Requirements for OSSTF District 2 TBU Meetings and Functions

2.3 Representation Rights

2.4 Role of the Anti-Harassment Officer

2.5 Anti-Harassment/Bullying Complaint Procedure

2.6 Informal Procedure

2.7 Formal Procedure

2.8 Timeframe

2.9 Remedies

2.10 Corrective Action for Harassers

2.11 Appeals

CONSTITUTION

ARTICLES

Article 1: Name

- 1.1.1 This Organization shall be known as the ***Teachers' Bargaining Unit of District 2 – Algoma Ontario Secondary School Teachers' Federation***.
- 1.1.2 Any part of the District Constitutions, Bylaws, Policies, and/or Procedures that are in contravention of the OSSTF Constitutions, Bylaws, Policies, and/or Procedures are null and void.

Article 2: Definitions

- 2.1.1 ***Bargaining Unit*** and ***Teachers' Bargaining Unit*** shall refer to the ***Teachers' Bargaining Unit of District 2 – Algoma OSSTF***.
- 2.1.2 ***Member*** shall mean a member of the Teachers' Bargaining Unit of District 2 - Algoma OSSTF.
- 2.1.3 ***Council*** shall mean the Teachers' Bargaining Unit Council of representative Delegates.
- 2.1.4 ***Annual Meeting*** shall mean the Teachers' Bargaining Unit Annual General Membership Meeting of Council. **[2017]**
- 2.1.5 ***AMPA*** shall mean the Annual Meeting of Provincial Assembly.
- 2.1.6 ***Delegate*** shall mean a Delegate who shall represent the Workplace at the Bargaining Unit Council and shall include the Workplace Representative.
- 2.1.7 ***District Delegate*** shall mean a Delegate who shall represent the Workplace at the District Annual General Meeting.
- 2.1.8 ***AMPA Delegate*** shall mean a Delegate who shall represent the Bargaining Unit of District 2 - Algoma OSSTF at the Annual Meeting of Provincial Assembly.
- 2.1.9 ***Workplace*** shall be as defined in the Bylaws.
- 2.1.10 ***Full-time-equivalent*** shall apply to a Member who works full-time and pays dues for the full grid rate for which he/she is eligible according to qualifications and experience.
- 2.1.11 ***Board*** shall refer to ***Algoma District School Board***.
- 2.1.12 ***Day*** shall refer to calendar days unless otherwise stated.
- 2.1.13 ***District Executive*** shall consist of the following elected or appointed Members as per the Bargaining Unit Constitution: a District President, a Past President; two Vice Presidents; a Treasurer; a Secretary; the President of each Bargaining Unit within the District; and two additional members of each Bargaining Unit. **[2011]**
- 2.1.14 ***AEC*** shall refer to the Algoma Education Connection.

Article 3: Objects

- 3.1.1 The objects of the Bargaining Unit shall be in accordance with the objects of the District and Provincial Organization of OSSTF.

Article 4: Organization

4.1 Membership

- 4.1.1 The Membership of the Bargaining Unit shall consist of all Members of OSSTF employed by the Algoma District School Board and defined under the Education Act (Bill 160) as Part X.1 Teachers and shall be in accordance with the Provincial Constitution and Bylaws of OSSTF. Should such definition be amended or rescinded, Membership in the Bargaining Unit shall be as determined by Provincial Constitution and Bylaws of OSSTF.

4.2 Bargaining Unit Executive

The Bargaining Unit Executive shall consist of:

- 4.2.1 President (voting);
- 4.2.2 Executive Officer (voting); **[2012]**
- 4.2.3 Immediate Past President (one year term) (voting);
- 4.2.4 Two (2) Vice Presidents (voting);
- 4.2.5 Treasurer (voting);
- 4.2.6 Secretary (voting);
- 4.2.7 Chief Negotiator/Grievance Officer (voting);
- 4.2.8 Health and Safety Officer (non-voting);
- 4.2.9 Other officers as deemed necessary by the Executive (non-voting).

4.3 Bargaining Unit Council

The Bargaining Unit Council shall consist of:

- 4.3.1 The voting members of the Bargaining Unit Executive;
- 4.3.2 Delegate(s) elected by each Workplace in accordance with **Bylaw 7.2**.
- 4.3.3 The chair of the Collective Bargaining Committee (voting);
- 4.3.4 Duly appointed Chairs of Standing and Other Committees and other Bargaining Unit Officers.

4.4 Annual Meeting of Bargaining Unit Council

- 4.4.1 An Annual Meeting of Bargaining Unit Council shall be held each year after AMPA but before May 15th.
- 4.4.2 Any Member may speak to a matter that is before Council at the Annual Meeting upon recognition by the Chair.
- 4.4.3 Only Bargaining Unit Council Delegates as determined in **Bylaw 1.2.1** shall be entitled to move, second and vote at the Annual Meeting.

Article 5: Officers, Committees and Standing Committees

5.1 Designation of Standing Committees

- 5.1.1 The Standing Committees of the Bargaining Unit shall be determined by Bargaining Unit Council or in accordance with **Article 5.5.1**.

5.2 Standing Committees

The Standing Committees of the Bargaining Unit shall consist of:

- 5.2.1 Collective Bargaining Committee;
- 5.2.2 Seniority Review Committee;
- 5.2.3 Occupational Health and Safety Committee;
- 5.2.4 Grievance Appeals Committee;
- 5.2.5 Board-wide Staffing Committee;
- 5.2.6 Labour Management Committee;
- 5.2.7 Educational Services Committee;
- 5.2.8 Other committees as deemed necessary by Bargaining Unit Council.

5.3 Terms of Reference

- 5.3.1 The Terms of Reference for each Standing Committee shall be established by the Bargaining Unit Executive and ratified, amended or rescinded at the next meeting of Bargaining Unit Council.

5.4 Other Committees and Officers

The Committees and/or Officers of the Bargaining Unit shall consist of:

- 5.4.1 Communication and Political Action;
- 5.4.2 Educational Services;
- 5.4.3 Status of Women;
- 5.4.4 Human Rights;
- 5.4.5 The Officer/Chair of each Committee shall report at each regular meeting of Bargaining Unit Council on all activities undertaken and correspondence received.

5.5 Other Committees

- 5.5.1 Other Committees may be established by the Bargaining Unit Executive. The designation of such committees as Standing Committees, and the Terms of Reference of such, must be ratified at the next meeting of Bargaining Unit Council as per **Article 5.1.1**.

Article 6: Levy

- 6.1.1 The amount of the Bargaining Unit levy shall be as determined in the Bylaws.

Article 7: Rules of Order

- 7.1.1 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 8: Amendments

8.1 Amendments by Bargaining Unit Council

- 8.1.1 Amendments to the Constitution and Bylaws may be established by Bargaining Unit Council and such Bylaws shall be ratified at the next Annual Meeting.
- 8.1.2 Amendments made to the Constitution and Bylaws by Bargaining Unit Council shall be considered to be submitted on-time as per **Articles 8.2.1** and **8.3.1**.

8.2 Amendments to the Constitution

- 8.2.1 Amendments to the Constitution may be made at the Annual Meeting of Bargaining Unit Council by a two-thirds vote of the members qualified to vote, present and voting provided that:
 - a) notice of the said amendments shall have been given in writing to the President at least fourteen (14) days prior to the Annual Meeting; and,
 - b) the President shall have forwarded to the workplaces notice of such amendments not less than five (5) days prior to the Annual Meeting.
- 8.2.2 Amendments to the Constitution may be made at the Annual Meeting of Bargaining Unit Council by a nine-tenths vote of the members qualified to vote, present and voting, previous notice having not been given in accordance with **Article 8.2.1**.

8.3 Amendments to the Bylaws

- 8.3.1 Amendments to the Bylaws may be made at the Annual Meeting of Bargaining Unit Council by a majority vote of the members qualified to vote, present and voting provided that:
 - a) notice of the said amendments shall have been given in writing to the President at least fourteen (14) days prior to the Annual Meeting; and,
 - b) the President shall have forwarded to the workplaces notice of such amendments not less than five (5) days prior to the Annual Meeting.
- 8.3.2 By a three-quarters vote of the members qualified to vote, present and voting, previous notice having not been given in accordance with **Article 8.3.1**.

BYLAWS

Bylaw 1: Bargaining Unit Council

1.1 Duties of Bargaining Unit Council

- 1.1.1** Bargaining Unit Council shall:
- Pursue the objects of OSSTF and the Bargaining Unit as defined in the Provincial, District and Bargaining Unit Constitution;
 - Comply with the Constitution, Bylaws, policies and established practices of OSSTF;
 - Give directions to the Executive and Committees of the Bargaining Unit;
 - Meet no less than three times per year with additional meetings at the call of the President or upon the written request of five (5) Delegates.

1.2 Delegates to Bargaining Unit Council

- 1.2.1** Delegate allocation to each Workplace for Bargaining Unit Council shall be:
- One (1) Workplace Delegate;
 - One (1) Additional Delegate for each twenty (20) full-time-equivalent Members in excess of the first twenty (20) in the same workplace;

Workplace FTE	Number of Delegates
1 to 20.0 FTE	1
20.1 to 40.0 FTE	2
40.1 to 60.0 FTE	3
60.1 to 80.0 FTE	4

- The exception to this shall be The Algoma Education Connection (AEC), where allocation will be one (1) Delegate to represent all AEC and Section 23 schools. [2015]

- 1.2.2** The number of full-time-equivalent Delegates allocated to Workplaces shall be based on those figures available in September and shall be reported to Workplaces in September of each year.

Bylaw 2: Delegates to the District Annual General Meeting

- 2.1.1** The total number of Delegates allocated to the Bargaining Unit for the District Annual General Meeting shall be in accordance with District Constitution and Bylaws.
- 2.1.2** Each Workplace Delegate is eligible to be a Delegate to the District Annual General Meeting.
- 2.1.3** Additional Delegates to the District Annual General Meeting shall be assigned from among the remaining Bargaining Unit Delegates in a representative manner as determined by the Executive.

Bylaw 3: Delegates to the Annual Meeting of Provincial Assembly

3.1 Composition of Delegation

- 3.1.1** The President shall be a Delegate to AMPA.
- 3.1.2** The total number of Delegates to AMPA representing the Bargaining Unit shall be determined by the General Secretary of OSSTF.
- 3.1.3** Bargaining Unit Council shall elect in December of each year Delegates in addition to the President so that the total number of Delegates and Alternates equals the number allotted to the Bargaining Unit.
- 3.1.4** Any Member in good standing of District 2 – Algoma who is a member of the Bargaining Unit may stand for Delegate to AMPA.

- 3.1.5** Candidates not elected to the delegation will have their name submitted to the District for consideration as Alternates.

3.2 Change in Size of Delegation

- 3.2.1** In the event that the General Secretary should notify the Bargaining Unit that the number of Delegates is reduced the candidate among the elected Delegates who garnered the fewest number of votes shall be dropped.
- 3.2.2** In the event that the General Secretary should notify the Bargaining Unit that the number of Delegates is increased the procedure in **Bylaws 3.3.9 through 3.3.11** shall be used to select additional Delegates.

3.3 Election of Delegation

- 3.3.1** The Bargaining Unit Delegates to AMPA, other than those specified in **Bylaw 3.1.1** shall be elected at a meeting of Bargaining Unit Council.
- 3.3.2** The President shall call for nominations for Delegate positions at least fourteen (14) days prior to the meeting of Bargaining Unit Council.
- 3.3.3** Nominations will close on the Wednesday prior to the meeting of Bargaining Unit Council.
- 3.3.4** The President will communicate the names of the nominees for Delegate positions to all workplaces by the Thursday prior to the meeting of Bargaining Unit Council.
- 3.3.5** The vote shall be conducted by the President and one member of the TBU Council who is not running for a position on the AMPA Delegation. **[2012]**
- 3.3.6** In the event that insufficient nominations are received the on-time nominee(s) shall be declared elected and the President will receive nominations from the floor at the meeting of Bargaining Unit Council for those Delegate positions remaining.
- 3.3.7** Election shall be by a vote by secret ballot of those present, qualified to vote and voting. Members of Bargaining Unit Council shall vote for the number of candidates necessary to fill the remaining Delegate positions.
- 3.3.8** There shall be only one ballot unless the President announces that there has been a tie in determining the final Delegate position(s). In such cases those candidates who received more votes than those who have tied for the final Delegate position(s) shall be declared elected and an additional ballot shall be conducted for the remaining Delegate positions from among those candidates who tied for the final Delegate position(s).
- 3.3.9** In the event that any Delegate is unable to attend AMPA the unsuccessful nominee who garnered the most number of votes among those seeking election shall replace such Delegate.
- 3.3.10** In the event that any Delegate is unable to attend AMPA and there are no unsuccessful nominees a new Delegate shall be elected at the next meeting of Bargaining Unit Council.
- 3.3.11** In the event that any Delegate is unable to attend AMPA, there are no unsuccessful nominees, and there is no regularly scheduled meeting of Bargaining Unit Council before AMPA the Bargaining Unit Executive shall appoint a Member who shall replace such Delegate.

Bylaw 4: Duties of Bargaining Unit Executive

4.1 Bargaining Unit Executive

- 4.1.1** The Bargaining Unit Executive shall:
- a) Pursue the objects of the Bargaining Unit as defined in the Constitution and to comply with the Constitution, Bylaws, Policies and established practices of OSSTF and the Bargaining Unit;
 - b) Act in the name of the Bargaining Unit between meetings of Bargaining Unit Council and shall report any such action to Bargaining Unit Council at the next regularly scheduled meeting of Bargaining Unit Council;
 - c) Carry out the direction of Bargaining Unit Council;
 - d) Attend regularly scheduled meetings of the Bargaining Unit Executive and Bargaining Unit Council and meet at the call of the President;

- e) Appoint Members to those Committees/Offices required within **Article 5** or shall themselves perform the duties of the Chair/Officer;
- f) For each Federation year ensure that the Bargaining Unit Executive appoints a designated alternate to represent the Bargaining Unit for all or part of a Provincial Council Meeting should the Bargaining Unit President be unable to attend.

4.2 Bargaining Unit Executive Meetings

- 4.2.1** The President shall call a meeting of the Executive or Bargaining Unit Council upon the written request of two or more members of the Bargaining Unit Executive.
- 4.2.2** Any Member of the Bargaining Unit Executive who misses two (2) regularly scheduled Executive Meetings without a valid reason shall be sent a Letter of Concern written by the Bargaining Unit President.
- 4.2.3** Should a Member of the Teachers' Bargaining Unit Executive miss three (3) or more regularly scheduled Executive Meetings, the Bargaining Unit President, acting upon the recommendation of the Bargaining Unit Executive, shall request, in writing, that the Member resign his/her position effective immediately.

4.3 Bargaining Unit President

- 4.3.1** The Bargaining Unit President shall:
 - a) Be the presiding officer and the official representative of the Bargaining Unit;
 - b) Be the Chief Executive Officer of the Bargaining Unit;
 - c) Carry out the direction of the Bargaining Unit Executive and Part X.1 Bargaining Unit Council;
 - d) Chair, or designate a chair for Bargaining Unit Executive meetings, Bargaining Unit Council meetings and the Annual Meeting of Bargaining Unit Council;
 - e) Be a member, ex-officio, of all Committees and official bodies of the Bargaining Unit;
 - f) Be an authorized signing officer of the Bargaining Unit;
 - g) Be responsible to maintain accurate and complete records of current and past Bargaining Unit business;
 - h) Serve as the Bargaining Unit Representative at all meetings of the Provincial Council and report to the Bargaining Unit Executive and Council; **[2012]**
 - i) Represent the Bargaining Unit at all District Meetings and report to the District Executive and TBU Council;
 - j) Receive an annual honorarium of \$5000 that is to be included in his/her salary and paid by the Bargaining Unit. The honorarium shall be reviewed annually by the Executive with a motion of recommendation going forward to the AGM. The honorarium is to be paid out of the TBU Levy Account on an annual basis unless directed to do otherwise by the Executive and/or Council. **[2015]**
 - k) Perform such duties as assigned by the TBU Executive and Council.

4.4 Bargaining Unit Past President

- 4.4.1** The Bargaining Unit Past President shall:
 - a) Act in an advisory capacity to the Bargaining Unit Executive;
 - b) Perform such duties as assigned by the President.

4.5 Bargaining Unit Vice Presidents

- 4.5.1** A Bargaining Unit Vice President shall:
 - a) If assigned by the Executive, be a member of the Collective Bargaining Committee;
 - b) If assigned by the President, be an authorized signing officer of the Bargaining Unit;
 - c) When assigned by the President, be the designated alternate to the Provincial Council Meetings, and to report to the Bargaining Unit Executive and Council when attending in place of the President; **[2012]**
 - d) Perform such duties as assigned by the President.

4.6 Bargaining Unit Treasurer

4.6.1 The Bargaining Unit Treasurer shall:

- a) Keep account of all monies received and disbursed by the, Bargaining Unit;
- b) Be an authorized signing officer of the Bargaining Unit;
- c) Deposit all monies received into the bank account of the Bargaining Unit;
- d) Pay all authorized accounts of the Bargaining Unit;
- e) Be a prudent manager of the Bargaining Unit assets;
- f) Present interim Financial Statements at each regularly scheduled meeting of Bargaining Unit Council and at such other times as required by Bargaining Unit Executive;
- g) Be a Member of the District Finance Committee that meets once a year to strike the budget for the next Federation Year and/or at the call of the District President or District Treasurer.
- h) Perform such duties as assigned by the President.

4.7 Bargaining Unit Secretary

4.7.1 The Bargaining Unit Secretary shall:

- a) Record all minutes of meetings of Bargaining Unit Council and Executive;
- b) Send copies of the minutes of each Bargaining Unit Council Meeting to the Workplace Representatives, promptly after each meeting, with the direction to have them posted in their Staff Rooms;
- c) Provide the President with a copy of the minutes of each Bargaining Unit Council Meeting promptly after each meeting with the directions from the Secretary to have them sent to each workplace and posted and/or distributed to workplace members. **[2010]**
- d) Keep a record of all minutes for the year and submit them to the District Office at the end of the school year for future reference;
- e) Perform such duties as assigned by the President.

4.8 Bargaining Unit Chief Negotiator/Grievance Officer

4.8.1 The Bargaining Unit Chief Negotiator/Grievance Officer shall:

- a) In conjunction with the Collective Bargaining Committee prepare and conduct contract negotiations;
- b) Ensure proper procedures are followed in all Collective Bargaining activities;
- c) Keep accurate and confidential records of Collective Bargaining activities;
- d) Report to the Bargaining Unit Executive on matters relating to maintenance of the collective agreement; **[2010]**
- e) Attend and report to the Bargaining Unit Council Meetings on matters of the collective agreement;
- f) Consult with the President and shall investigate and shall file grievances as required;
- g) Be responsible, in conjunction with the President, for the conduct of such grievances;
- h) Advise the Bargaining Unit Executive on matters relating to maintenance of the collective agreement;
- i) Perform such duties as assigned by the President.

4.9 Bargaining Unit Health and Safety Officer

4.9.1 Bargaining Unit Health and Safety Officer shall:

- a) Be appointed by the TBU Council Members at the first Council Meeting of the new Federation year and shall serve for two years beginning July 1st of the year the member has been elected and end June 30th of the second year. **[2013]**
- b) Represent the Bargaining Unit on the ADSB Joint Health and Safety Committee,
- c) Attend, or appoint a representative to attend Bargaining Unit Executive and Council Meetings, **[2010]**

- d) Report to the Executive and Council on items that may be of importance to the Bargaining Unit, **[2010]**
- e) Address concerns brought forward from the Workplace Health and Safety Representatives or Workplace Delegates;
- f) Perform such duties as assigned by the President. **[2010]**

4.10 Educational Services Officer

4.10.1 The Educational Services Officer shall

- a) Be elected by the Committee Members by a majority vote in a secret ballot in accordance with OSSTF Election Procedures at the first scheduled meeting of the Committee in the new school year.
- b) Disseminate pertinent information to the TBU Executive, the Bargaining Unit Council members and/or Workplace Delegates.
- c) Liaise with the District and Provincial Educational Services Committees;
- d) Act as a TBU Representative on any Board level Professional Development Committees;
- e) Coordinate the distribution of information to TBU Members;
- f) Assist the District Communications/Political Action Officer with the selection and presentation to the recipients of the District Student Achievement Awards in memory of Marion Drysdale (if applicable) at the AGM;
- g) Assist the District Communications/Political Action Officer with the selection and presentation of the District Excellence in Education Awards (if applicable) at the AGM;
- h) Perform such duties as assigned by the President and/or Executive.

4.11 Executive Officer

4.11.1 The Executive Officer shall:

- a) Serve as a voting member of the TBU Executive.
- b) Attend regularly scheduled Executive Meetings.
- c) Act as in an advisory capacity to the TBU Executive.
- d) Work closely with the TBU Executive, Council Representatives and the membership.
- e) Be an authorized signing authority for the Bargaining Unit.
- f) Shall perform such other duties as assigned by the President. **[2012]**

Bylaw 5: Election of Bargaining Unit Executive

5.1 Elected Officers

- 5.1.1** Elections for the positions of President, Executive Officer, Vice Presidents, Treasurer, and Secretary shall occur on the Tuesday immediately following the Annual General Meeting of the Teachers' Bargaining Unit.
- 5.1.2** The Members of the Executive shall serve for two years beginning from July 1st and their term of office shall begin July 1st of the year in which they are elected and end June 30th at the second year, except in the case of the term of Chief Negotiator /Grievance Officer, which will be in accordance with **Bylaw 8.1.5** and **8.1.6** **[2017]**

5.2 Nominations

- 5.2.1** A Nominations Committee of three individuals shall be established from amongst the members of the Bargaining Unit Executive and Bargaining Unit Council.
- 5.2.2** The Chair of the Nominations Committee shall be appointed by the Bargaining Unit Executive and shall be a member of the Bargaining Unit Executive who is not standing for elections.
- 5.2.3** The Bargaining Unit President shall ask for volunteers to serve on the Nominations Committee at a Bargaining Unit Council Meeting prior to the Annual Meeting.

- 5.2.4 If necessary, the Chair of the Nominations Committee shall select two (2) members from amongst the volunteers from the Bargaining Unit Council to complete the compliment of the Nominations Committee.
- 5.2.5 The Chair of Nominations Committee shall call for nominations for the Executive positions at least twenty (20) days prior to the date of the elections for the Bargaining Unit Executive.
- 5.2.6 The Chair of nominations Committee will communicate the names of the nominees for Executive positions to all members of the Bargaining Unit on the day after closing date, ten (10) days prior to the Annual General Meeting.

5.3 Elections

- 5.3.1 Elections shall be by majority vote, by secret ballot of all members of the Bargaining Unit, with the formal vote to be conducted in the workplace by the Workplace Delegate(s).
- 5.3.2 If a second ballot is required to get a majority vote voting will occur the following day in the workplace.
- 5.3.3 The same protocol will be followed until all positions are filled by a majority vote as specified in **Bylaw 5.3.2**.
- 5.3.4 Results of the vote will be reported to the Chairperson of the Nomination Committee by the Workplace Delegate(s) who conducted the vote by 2:00 p.m. on the day of the vote.
- 5.3.5 By 3:00 p.m. on the day of the vote, the Chairperson of the Nomination Committee will notify the Workplace Delegate(s), in writing, the results of the vote.
- 5.3.6 Workplace Delegate(s) will post and/or distribute to all members the result of the vote.
- 5.3.7 Election shall be by majority vote of those present, qualified to vote and voting in a secret ballot in accordance with OSSTF election procedures.
- 5.3.8 In the event that only two (2) nominations are received for the position of Vice Presidents and the nominations have been received on-time by the Chair of the Nominations Committee, the Members shall be declared elected.
- 5.3.9 An election shall take place at the AGM to determine the order of First and Second Vice President. The candidate with the majority of votes will become the First Vice President.
- 5.3.10 Delegates attending the meeting will be qualified to vote in accordance with the procedures as outlined in **Bylaw 5.3**.

Bylaw 6: Vacancies

6.1 Vacancy of President

- 6.1.1 Should the position of President become vacant:
- 6.1.2 The first Vice President elected shall complete the unexpired term of President, or
- 6.1.3 The Vice President elected by the greatest majority shall complete the unexpired term of President, or
- 6.1.4 The Vice President elected by Council shall complete the unexpired term of President.

6.2 Vacancy of Other Executive Offices

- 6.2.1 Should any other elected Executive position become vacant:
- 6.2.2 A Member elected by Council shall complete the unexpired term of the vacant position.

6.3 Vacancy of Past President

- 6.3.1 Should the office of Past-President become vacant during the term of the Past-President Council may appoint a Member to complete the unexpired term of Past-President.

6.4 Declining Vacancy

- 6.4.1 Notwithstanding the above, Executive members may decline to fill a vacancy and a Member shall be elected from the Membership to complete the unexpired term of the vacant position.

6.5 Interim Appointments

- 6.5.1 While the President is temporarily unable to fulfill the Duties, a member of the Executive shall be appointed by the Executive as Interim President. This appointment shall be ratified by Council at its next meeting in a secret ballot.
- 6.5.2 While any other member of the Executive is temporarily unable to fulfill their Duties, the TBU Council shall appoint a member of the Council as an interim Member of the Executive.

Bylaw 7: Workplaces

7.1 Workplaces

- 7.1.1 The following shall be considered Workplaces of the Bargaining Unit:
 - a) Each composite secondary school within the Board in which classes are offered for credit during the regular instructional day (Hornepayne HS, Michipicoten HS, Chapleau HS, Korah C&VS, Superior Heights C & VS, White Pines C&VS, Central Algoma SS, WC Eaket SS, Elliot Lake SS);
 - b) The board-wide aggregate of AEC teacher members not Members as set out in a);
 - c) The board-wide aggregate of other teacher members not employed in a composite secondary school and not an AEC teacher member.

7.2 Workplace Elections

- 7.2.1 Each Workplace shall meet and elect in September of each school year:
 - a) A Workplace Delegate;
 - b) Additional Delegate(s) as required by **Bylaw 1.2.1**;
 - c) Other officers of the Workplace as required.
- 7.2.2 Work Place Elections shall be conducted with the following procedure:
 - a) a notice of election shall be made to all Bargaining Unit members at each workplace and include a call for nominations to fill the number of delegate positions available for that workplace.
 - b) notice of the election will be provided by one of the previous year's delegates or another member as selected by the Bargaining Unit President.
 - c) nominations require the consent of the nominee.
 - d) nominations must be open for five work days after the initial notice of election is posted.
 - e) if there are more nominations than positions available, an election for delegates shall be organized.
 - f) nominated candidates shall not supervise the voting or counting of ballots.
 - g) elections shall be conducted by secret ballot.
 - h) the vote shall take place on a designated work day and time once nominations have closed. Notice of the vote shall be given to Bargaining Unit members.
 - i) results will be determined by ranking the candidates by votes tallied and positions awarded beginning with the candidate with the highest tally, proceeding to the candidate with the next highest, and so on until all available positions are filled.
 - j) at the conclusion of the counting of the ballots, the individual designated to run the election shall submit a report of the votes tallied to the TBU President and to all candidate who was not present (or represented) at the count.

[2017]

7.3 Workplace Delegates

- 7.3.1 Workplace Delegates shall:
 - a) Represent the Workplace at Bargaining Unit Meetings;
 - b) Collectively report to the Members of the Workplace after such meetings and at such other times as necessary;
 - c) Collectively maintain a copy of the Workplace Delegate Manual on a memory stick and make copies of materials available to the Workplace Members;

- d) Jointly call meetings of the Workplace as necessary and at the direction of Bargaining Unit Council or President;
- e) Communicate to the Bargaining Unit President concerns raised by Members of the workplace;
- f) Collectively communicate without delay to the Members of the Workplace all Federation notices directed to the Workplace;
- g) Communicate to the Bargaining Unit President and Grievance Officer any violations of the collective agreement;
- h) Represent the Workplace as a Delegate at Bargaining Unit Council Meetings;
- i) Be eligible to represent the Bargaining Unit as a Delegate to the District Annual General Meeting;
- j) Be the Member(s) appointed to serve on the In-School Staffing Committee. In the event that the Workplace Delegate(s) decline(s) to serve on the In-School Staffing Committee, the Workplace Delegate(s) shall call for nominations and select replacement member(s) using the voting process as outlined in **Bylaw 7.2**. Notwithstanding, the Principal may invite other OSSTF Members to attend these School Staffing Committee Meetings and provide information as required;
- k) Jointly act as the Collective Bargaining Committee contact for the workplace when no Collective Bargaining Committee representative for the workplace has been elected;
- l) Perform such duties as assigned by the President.

Bylaw 8: Standing Committees

8.1 Collective Bargaining Committee

- 8.1.1** The Collective Bargaining Committee shall consist of:
 - a) up to two Members from each Workplace;
 - b) one of the Bargaining Unit Vice Presidents;
 - c) the Chief Negotiator/Grievance Officer.
- 8.1.2** Members elected to the Collective Bargaining Committee from each workplace shall be by majority vote within each workplace in accordance with OSSTF election procedures.
- 8.1.3** The members of the Collective Bargaining Committee shall stay in office until such time as a settlement has been reached, however should an elected member resign during their term, they shall be replaced by a subsequent vote in their workplace.
- 8.1.4** The Collective Bargaining Committee shall elect a Chair in accordance with **Bylaw 8.5** Duties of Committee Chairs.
- 8.1.5** The term of the Chief Negotiator/Grievance Officer shall be from the date of appointment until the newly negotiated collective agreement is finalized, and may be extended at the discretion of the Bargaining Unit Executive.
- 8.1.6** The negotiating team shall be from the membership of the Committee and shall consist of up to six (6) members: the Chief Negotiator/Grievance Officer; the CBC Chair; the TBU President; and three (3) other members.
- 8.1.7** The Committee shall ensure that every effort will be made to include one representative from each of the Central, Eastern and Northern Areas for the three other members as specified by **Bylaw 8.1.6**.
- 8.1.8** The Chair of the Committee and the Chief Negotiator/Grievance Officer shall report regularly to the Bargaining Unit Council and Membership concerning grievances and the negotiations with the Board.

8.2 Seniority Review Committee

- 8.2.1** The Seniority Review Committee shall consist of:
 - a) The Bargaining Unit Officer who will be the Chairperson;
 - b) Two Members of the Bargaining Unit, appointed by the Bargaining Unit President;
 - c) Meet as necessary to maintain a current Seniority List and to review appeals.

- 8.2.2** Appeals from the decisions of the Seniority Review Committee shall be made to the Executive of the Bargaining Unit, for disposition.

8.3 Health and Safety Representatives

- 8.3.1** The Bargaining Unit Executive shall appoint a Bargaining Unit Health and Safety Officer, and other representatives as required by the Guidelines for the Joint Health and Safety Committee, who shall represent the Bargaining Unit on the Committee.
- 8.3.2** It is the responsibility of the Health and Safety Representatives:
- a) To promote Health and Safety in the Workplaces;
 - b) To identify areas of concern with respect to the Health and Safety and to report such concerns to an OSSTF representatives on the Joint Health and Safety Committee;
 - c) To assist OSSTF Members of the Joint Health and Safety Committee in educating the Membership concerning Health and Safety and the application of the Health and Safety Act.

8.4 Grievance Appeals Committee

- 8.4.1** The Grievance Appeals Committee shall consist of three (3) members of the Bargaining Unit Executive who are not on the Bargaining Unit Grievance Committee. The members of the Grievance Appeals Committee shall select one of their members to chair the meeting.
- 8.4.2** A quorum for the Grievance Appeals Committee shall be three (3) members.
- 8.4.3** One member of the Bargaining Unit Executive, who shall not have been a member of the Bargaining Unit Grievance Committee and also shall not act as a member of the Grievance Appeals Committee, may be chosen by the members appealing the decision of the Bargaining Unit Grievance Committee to assist in carrying forward the appeal to the Grievance Appeals Committee.
- 8.4.4** An appeal of a grievance that was not carried forward shall be carried out as follows:
- a) 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 Grievance Appeals Committee to present their case.
 - b) The Bargaining Unit Member(s) appealing the decision will have an opportunity to present the case with the assistance of their advisor.
 - c) The Bargaining Unit Grievance Officer will state the reasons for not carrying the grievance forward.
 - d) The Bargaining Unit Member(s) appealing the ruling will have an opportunity to respond to the presentation of the Bargaining Unit Grievance Officer.
 - e) 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 Grievance Officer and appealing Member(s) as soon as possible.

8.5 Duties of Committee Chairs

- 8.5.1** The Committee shall elect a Chair from the Committee Members by a majority vote in a secret ballot in accordance with OSSTF Election Procedures at the first scheduled meeting of the Committee in the new school year.
- 8.5.2** The Chair will develop and distribute the agenda for the Committee members prior to the next scheduled meeting.
- 8.5.3** The Chair is responsible for conducting Committee meetings efficiently and keeping meetings focused and on task.

- 8.5.4 The Chair may cancel meetings as appropriate.
- 8.5.5 Should the Chair resign from the Committee, the Members of the Committee shall elect a Chair in accordance with OSSTF Election Procedures at the next scheduled Committee Meeting.
- 8.5.6 Should the Chair of a Committee miss two (2) or more scheduled meetings, the Members of the Committee shall elect an Interim Chair in accordance with OSSTF election procedures at the next scheduled Committee Meeting. **[2009]**

Bylaw 9: Levy

- 9.1.1 The Bargaining Unit shall implement a levy on its Members in order to release, on regular basis, the Bargaining Unit President and/or other Executive Officer from a portion of their teaching duties, to attend to Bargaining Unit matters. The levy shall be deducted by the Board in equal instalments from all cheques and a description of the mechanism for such deductions shall be included in the Collective Agreement.
- 9.1.2 The Treasurer shall report to the Annual Meeting of Bargaining Unit Council the revenue and disbursement of money for release time.
- 9.1.3 The amount of the levy shall be 0.2% of Salary.

Bylaw 10: Meetings

10.1 Due Notice

- 10.1.1 A meeting of the Bargaining Unit Council or Executive may be called with a minimum of forty-eight (48) hours notice to all Delegates involved.

10.2 General Membership Meetings

- 10.2.1 A General Membership Meeting may be called at the discretion of the TBU President.
- 10.2.2 Notice of General Membership Meetings shall be presented to the membership not less than four (4) school days prior to the date of the Meeting during the school year.
- 10.2.3 Notices of a General Membership Meeting and the reason(s) for the Meeting shall be distributed by the TBU President to the members in the Workplaces through the Workplace Delegate(s).
- 10.2.4 Where due notice has been given, the members present shall constitute a quorum for the Meeting. **[2012]**

10.3 Quorum

- 10.3.1 Where due notice has been given, the members present shall constitute a quorum for meetings of Bargaining Unit Council.
- 10.3.2 Where due notice has been given, the members present shall constitute a quorum for meetings of Bargaining Unit Executive.
- 10.3.3 Where due notice has not been given, quorum for Bargaining Unit Council meetings shall only be attained if all Workplaces are represented by at least one (1) Delegate and the members represented shall constitute a quorum.
- 10.3.4 Where due notice has not been given, quorum for Bargaining Unit Executive meetings shall only be attained if a majority of the voting members of the Bargaining Unit Executive are present and the members represented shall constitute a quorum.

Bylaw 11: Ratification Votes and Provincial Resumption of Bargaining

- 11.1.1 In any case in which the Collective Bargaining Committee has determined that there should be:
 - a) a vote on Provincial Resumption of Bargaining, or
 - b) a ratification vote with or without recommendation.

- 11.1.2 The Chair of the Collective Bargaining Committee and the Chief Negotiator shall report to the Bargaining Unit Executive, the proposed action and the recommendations, if any, of the Committee. The President shall with due notice call a meeting of the Bargaining Unit Council, which shall hear the report of the Collective Bargaining Committee and shall receive in writing the terms of Provincial Resumption of Bargaining together with all agreed-to changes to the Collective Agreement or, in the case of ratification, all changes proposed to the previous agreement.
- 11.1.3 A membership vote will be conducted on any proposed Provincial Resumption of Bargaining or Ratification Vote.
- 11.1.4 In the case of ratification of a proposed Collective Agreement the membership shall receive, in writing, all changes to the current collective agreement at least seventy-two (72) hours prior to the vote.
- 11.1.5 In the case of Provincial Resumption of Bargaining, the members shall receive in writing the terms of such Resumption of Bargaining and a report on all outstanding issues at least seventy-two (72) hours prior to the vote.
- 11.1.6 The President shall report to all Workplace Delegate(s) the recommendation, if any of the Collective Bargaining Committee and the Bargaining Unit Council prior to the conduct of a vote.
- 11.1.7 When a ratification vote is held subsequent to Provincial Resumption of Bargaining, the conducting of such ratification shall be in accordance with the terms of the **Provincial Resumption of Bargaining** and not Bylaw 11.1.4.

Bylaw 12: Awards

12.1 Awards for Student Leadership

- 12.1.1 District 2 - Algoma Part X.1 Teachers' Bargaining Unit shall have an award called, ***OSSTF Award for Student Leadership***.
- 12.1.2 The Award shall consist of one \$150 award per school. This amount shall be re-evaluated annually by the Teachers' Bargaining Unit at the AGM. **[2015]**
- 12.1.3 The Award shall be presented annually to a student in each of the secondary schools within the District of Algoma at the school's graduation or at a special assembly.
- 12.1.4 The OSSTF members at each school are responsible for the selection of the recipient based on the following criteria:
 - a) The student must be graduating from a secondary school.
 - b) The student must not have been a previous recipient of this Award.
 - c) The student must have been an active participant in a minimum of two diverse areas (for example: student government and activities, athletics, academic achievement, artistic impression).
- 12.1.5 Nominations for the Award may be submitted to the OSSTF Delegate or Alternate of the school by any of: the organized groups within the school (i.e. Scholarship Committee), two or more staff members, or the school as a whole.
- 12.1.6 If more than one nomination is received, each secondary school shall conduct a vote using a secret ballot for the selection of the school's recipient.
- 12.1.7 The OSSTF Workplace Delegate for the school will submit the name of the recipient to the Teachers' Bargaining Unit President **on or before June 1st** of each school year.
- 12.1.8 The Teachers' Bargaining Unit President will ensure that the cheque is delivered to each Workplace Delegate not later than June 10th of each school year.
- 12.1.9 The OSSTF Workplace Delegate, or alternate, shall make the presentation of the Award to the recipient.

POLICIES

Policy 1: Retiree Gifts

- 1.1.1 It is the policy of the Teachers' Bargaining Unit that members retiring from teaching be given a gift in recognition of their many years of service to the Federation.
- 1.1.2 Retirees may use OSSTF's website at www.osstf.on.ca to select a gift. Then they should notify the Workplace Delegate and/or call the District Executive Assistant at the District 2 - Algoma Federation Office so that an order can be placed.
- 1.1.3 The TBU will allocate up to \$50.00 per member. This amount is to be re-evaluated annually by the Teachers' Bargaining Unit at the AGM. **[2015]**
- 1.1.4 If a member's selection exceeds the \$50.00 amount, the workplace can make up the difference through their workplace funds or the member can directly reimburse the Federation. It's up to you in your workplaces to determine the appropriate method for payment.

Policy 2: Anti-Harassment/Bullying Policies and Procedures [2009]

2.1 Anti-Harassment/Bullying Policy and Procedures

- 2.1.1 The purpose of this Policy is to promote a respectful workplace through prevention and prompt resolution of harassment.

2.2 Policy Requirements for OSSTF District 2 TBU Meetings and Functions

- 2.2.1 All OSSTF District 2 TBU functions and meetings shall have a designated Anti-Harassment Officer appointed by the Bargaining Unit President or Chairperson of the meeting. This individual has been appointed by the Executive and will be identified at the beginning of the function/meeting.
- 2.2.2 A copy of the Anti-Harassment/Bullying Policy shall be distributed to all individuals at all functions and meetings. For a series of Meetings – Executive and Council, members will be provided with copies at the first meeting of the year.

2.3 Representation Rights

- 2.3.1 A member of the Teachers' Bargaining Unit shall have the right to representation by the Bargaining Unit and/or the District Executive.
- 2.3.2 The use of this process shall not restrict the right of the Bargaining Unit to grieve on behalf of a member or to grieve the decision of the Teachers' Bargaining Unit.
- 2.3.3 Where a grievance is filed, the time lines shall not be affected by the time taken to use the harassment/bullying complaint procedure outlined below.

2.4 Role of the Anti-Harassment Officer

- 2.4.1 The Anti-Harassment Officer shall provide initial assistance for a member who believes that the member has experienced harassment.
- 2.4.2 The Anti-Harassment Officer will remain neutral, objective, and knowledgeable about human rights issues. The Officer will be able to provide information and explain the member's choices for dealing with a problem up to and including the following:
 - a) Using OSSTF's informal and/or formal procedures.
 - b) Accessing the Bargaining Unit grievance procedures.
 - c) Filing a complaint with the Police.
 - d) Filing a complaint with the Ontario Human Rights Commission.

2.5 Anti-Harassment/Bullying Complaint Procedure

- 2.5.1 The following procedure is to be used by any member who feels victimized by harassment in any form so that, where possible, complaints can be resolved internally.
 - a) If a member feels he or she is being harassed, bullied or discriminated against, speak up right away. The member should make it clear to the perpetrator that he/she finds the behaviour offensive and ask that it be stopped immediately. This can be done personally, either in writing or verbally, or with the assistance of a third party.
 - b) Regardless of what method the harassed member uses make sure to keep a journal, date and keep copies of the correspondence. Record all unwelcome or harassing behaviour.
 - c) If the harassing behaviour continues or if the member is unable to deal directly with the person harassing him/her, report it to the designated Anti-Harassment Officer and advise the Officer about the harassment before further action is taken. The member may also go to the Bargain Unit President or to the police (for a case of sexual or physical abuse).
 - d) Once a member reports harassment, the designated Anti-Harassment Officer will conduct an investigation following the procedures as referenced in the **Provincial OSSTF Policy Guidelines (Article 4.11 – Item 4 to 4.9)**
 - e) The designated Anti-Harassment Officer will ensure that all issues are kept confidential.

2.6 Informal Procedure

- 2.6.1 If a member uses the Informal Procedures, the designated Anti-Harassment Officer will help the member communicate with the other person or speak to the person on behalf of the member.
- 2.6.2 The designated Anti-Harassment Officer may act as a mediator to help settle the complaint, if the parties agree. However, either party has the right to refuse mediation.
- 2.6.3 If mediation becomes part of the process, each person has the right to be accompanied and assisted during mediation sessions by someone with whom the person feels comfortable.
- 2.6.4 The Anti-Harassment Officer will not be involved in investigating the complaint, and will not be asked to represent OSSTF Teachers' Bargaining Unit at any stage of the proceedings related to the complaint.

2.7 Formal Procedure

- 2.7.1 If mediation, through the Informal Procedures, is not accepted or is unsuccessful, the member can file a formal complaint with the TBU President. In the event that the complaint

is directed against the TBU President, the complaint should be filed with the District President.

- 2.7.2** If these two positions belong to the same person, the complaint should be filed with the Secretariat member assigned to the District who will carry out the duties of the TBU President (or District President) under this policy.
- 2.7.3** The TBU President (or Secretariat Member assigned to the District) will appoint an investigator who is a member of the TBU Executive or TBU Council.
- 2.7.4** The investigator will interview the complainant, the alleged harasser and any witnesses. All members have the responsibility to co-operate in the investigation and to respect the confidentiality of anyone involved in a complaint.
- 2.7.5** Upon being appointed, the investigator shall set out the framework for completion of the investigation. The timeframe shall be communicated to the parties, by the TBU President and/or the Secretariat Member.

2.8 Timeframe

- 2.8.1** If the investigator decides the complaint is valid, the investigator will report in writing to the TBU President and/or Secretariat Member, within five (5) working days of completing the investigation.
- 2.8.2** The investigator will recommend appropriate remedies and disciplinary action and any other necessary action.
- 2.8.3** The TBU President and/or Secretariat Member will recommend what action(s) should be taken and will inform both parties of the decision, in writing, within twenty (20) working days of the report being submitted.

2.9 Remedies

- 2.9.1** In substantiated complaints, the Secretariat Member shall determine an appropriate remedy for the victim.

2.10 Corrective Action for Harassers

- 2.10.1** The Teachers' Bargaining Unit Executive in consultation with OSSTF Provincial Office shall determine appropriate corrective actions for harassers who are members of OSSTF, District 2 - Algoma.

2.11 Appeals

- 2.11.1** Nothing within this Article restricts the rights of the member(s) to use the Grievance Procedures, file a complaint with OSSTF-Provincial Office, the Algoma District School Board, the Ontario Human Rights Commission or Police. **[2009]**