

CONSTITUTION & BYLAWS

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

DISTRICT 2, Algoma

EARLY CHILDHOOD EDUCATORS

BARGAINING UNIT

AS AMENDED MAY 5, 2023

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DEFINITIONS

In this Constitution:

“OSSTF” shall mean the Ontario Secondary Teachers’ Federation.

“Bargaining Unit” and “ECE Bargaining Unit” shall be the Early Childhood Educators Bargaining Unit which is OSSTF’s Organization of those Members for whom OSSTF hold bargaining rights under the appropriate legislation.

“District” shall mean District 2 Algoma OSSTF.

“Member” shall mean an active member (in good standing) of the ECE Bargaining Unit who is a member of OSSTF.

“Constitution” shall mean a system of fundamental principles by which the Bargaining Unit is governed and includes a basic organization of the Bargaining Unit.

“Bylaws” shall mean the standing rules governing the membership of the Bargaining Unit on matters which are entirely within the control of the Bargaining Unit.

“Policy” shall mean a stand of a position taken by the Bargaining Unit in accordance with its Bylaws on matters whose resolution is beyond the internal legislative power of the Bargaining Unit.

“General Meeting” shall mean a meeting of the Bargaining Unit membership to conduct the business of the Unit.

“Procedures” shall mean the 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, bylaws, and policies.

The “Immediate Past President” shall be the person who held the position of President immediately prior to the current President.

“ECE” shall mean Early Childhood Educator.

“Board” shall refer to “Algoma District School Board”

“C.B.C.” shall mean the Collective Bargaining Committee.

“AMPA” shall mean the Annual Meeting of Provincial Assembly.

“AMPA Delegate” shall mean a Delegate who shall represent the OSSTF District 2 Algoma ECE Bargaining Unit at the Annual Meeting of Provincial Assembly.

“Agreement” shall mean the current Collective Agreement in effect between the Board and the individual Bargaining Unit.

“Workplace Representative” shall mean a member of the Bargaining Unit in each workplace who is designated to coordinate OSSTF activities at a workplace.

“On-time motions” shall mean any proposed amendments that must be given to the Membership in writing not less than fifteen (15) calendar days prior to the date of the Annual General Meeting as per Bylaw 11.2 under Amendments.

ARTICLES

Article 1 Name and Authority

1.1 This bargaining unit shall be known as the Ontario Secondary School Teachers' Federation, District 2 Algoma, and Early Childhood Educators Bargaining Unit.

1.2 Any part of the Bargaining Unit Constitution, Bylaws, Policies and/or Procedures which are in contravention of the OSSTF Constitutions, Bylaws, Policies and/or Procedures are null and void.

Article 2 Objectives

2.1 The objectives of the ECE Bargaining Unit shall be those described in Article 3 of the Constitution of OSSTF.

2.2 The ethics of the ECE Bargaining Unit shall be those described in Article 4 of the Constitution of OSSTF.

Article 3 Membership

3.1 The Membership of the Bargaining Unit shall consist of all Members in good standing of OSSTF employed by the Algoma District School Board as Registered Early Childhood Educators.

Article 4 Dues and Levies

4.1 Members shall pay dues as prescribed in the Bylaws of OSSTF.

4.2 In addition to the dues prescribed by OSSTF, a levy may be required by this Bargaining Unit. The amount of the levy shall be approved by majority vote of those Members present, eligible to vote and voting at the Annual General Meeting of the Bargaining Unit.

4.3 The Treasurer shall report to the Annual General Meeting of the Bargaining Unit the revenue and disbursement of Bargaining Unit funds.

Article 5 Organization

5.1 Bargaining Unit Executive

5.1.1 There shall be an Executive consisting of the following voting Members:

5.1.1.1 President

5.1.1.2 Equity, Anti-Racism & Anti-Oppression Officer

5.1.1.3 Vice President

5.1.1.4 Secretary

5.1.1.5 Treasurer

5.1.1.6 Chief Negotiator

5.1.1.7 Grievance Officer

5.1.1.8 Casual Representative

5.1.1.9 Joint Health and Safety Officer

5.1.1.10 Communications/Political Action Officer

5.1.1.11 Education Services Officer

5.1.1.12 Pay Equity Officer

5.1.1.13 Constitution and Bylaw Officer

5.1.1.14 or any other positions as directed by the Provincial Constitution Policies and/or Bylaws.

5.2 Bargaining Unit Council

5.2.1 There shall be a Bargaining Unit Council consisting of:

5.2.1.1 The Bargaining Unit Executive

5.2.1.2 One Workplace Representative from each Workplace

5.2.1.3 Duly appointed Chairs of Standing and Other Committees and Bargaining Unit Officers

Article 6 Meetings

6.1 The frequency of Executive Meetings shall be established in the Bylaws.

6.2 There shall be an Annual General Meeting as defined by the Bylaws.

6.3 General Meetings may be convened in accordance with the Bylaws.

6.4 Meetings of the Bargaining Unit, Membership, Executive or Committees may be held electronically using an approved and designed electronic platform. Under no circumstances can any part of the electronic meeting be recorded.

Article 7 Standing Committees

7.1 There shall be the following Bargaining Unit Standing Committees:

7.1.1 Collective Bargaining Committee

7.1.2 Constitution Committee

7.1.3 Elections Committee

7.1.4 Grievance Committee

7.1.5 Appeals Committee

7.1.6 Finance Committee

7.1.7 Labour-Management Committee

7.2 The chairperson of any Bargaining Unit Standing Committee shall attend a Bargaining Unit Executive Meeting at the request of the President.

7.3 The term of office for all Bargaining Unit Committees shall be two (2) years, from July 01 to June 30, established before June 01 following a Bargaining Unit election year.

Article 8 Amendments

8.1 Amendments to the Constitution may be made at a General Meeting as provided in the Bylaws.

BYLAWS

Bylaw 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 the other General Meetings shall be given in writing at least five (5) working days in advance of the 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 Electronic Meeting – Platform

1.4.1 The President can designate the platform in which these electronic meetings can be held.

1.4.2 The designated platform must support anonymous voting and support visible displays identifying those who are participating, identifying those seeking recognition to speak, and showing the text of pending motions and results of votes.

1.4.3 The designated platform must require Members, participating in the electronic meeting, to log in or order to verify their membership and status/standing at the meeting.

1.4.4 All Electronic Meetings shall be subject to the rules adopted by the Bargaining Unit Membership, Executive, Committees, and by the OSSTF Rules of Order.

1.4.5 The mute function of the platform will be operated by the Chair or Spotter and may be operated in accordance with the Rules of Order for Electronic Meetings and Voting in Bylaw 4.3.

Bylaw 2 Executive Meetings

2.1 The Bargaining Unit Executive shall meet at the call of the President but not less than five (5) times per school year.

2.2 The Bargaining Unit President shall call a meeting of the Executive when at least three Members of the Executive make such a request in writing to the President.

2.3 Any Member of the Bargaining Unit Executive who misses two (2) regularly scheduled meetings in a Federation year without valid reason, shall be sent a Letter of Concern written by the Bargaining Unit President.

2.4 Should a Member of the Bargaining Unit Executive miss three (3) or more regularly scheduled meetings in a Federation year without a valid reason, the Bargaining Unit President shall request in writing, that the member resign from the position.

Bylaw 3 Quorum

3.1 A quorum for meetings of the Executive shall be a simple majority of the voting Members of the Executive.

3.2 A quorum for all Bargaining Unit meetings, including Annual Meetings shall be those Members present, eligible to vote and voting.

3.3 A quorum for all General Meetings shall be those Members present, eligible to vote and voting.

Bylaw 4 Voting

4.1 Any Member of the Bargaining Unit may attend, speak and vote at any duly convened General Meeting. Alternate voting arrangements may be made for members unable to attend the General Meeting.

4.2 Where a vote is held, any Member in the Bargaining Unit may vote by secret ballot on the ratification of a proposed collective agreement or a sanction against the employer.

4.2.1 Each member of the Executive shall be entitled to cast one vote.

4.3 Electronic Meeting Voting

4.3.1 An anonymous vote conducted through the designated platform shall be deemed a ballot vote fulfilling any requirement in the Bylaws or rules that a vote be conducted by ballot.

4.3.2 Voting using the designated platform can only occur for motions pertaining to the business of the Bargaining Unit Membership, Executive, or Committees.

4.3.3 When utilizing an electronic platform, election voting must be set up through Provincial OSSTF in the "My Vote" Centre in order to secure the legitimacy of the election and results.

4.3.4 The "Public Chat" function must be turned off during the Meeting and can only be turned on if it is being used as a mechanism for members to be recognized in debate.

4.3.5 The Voting or Polling System can be used as long as it displays the results of a vote.

4.3.6 The use of video display should be used to present motions and/or documents to the membership.

4.3.7 Proper Notice of the Meeting and Meeting information (link, login, agenda, minutes, time and date) shall be sent out to members as per the Constitution Bylaw

4.3.8 The meeting link shall be open at least 15 minutes prior to the start of the meeting.

4.3.9 Members shall login, identify themselves to the host in order to validate their membership. Members shall maintain internet and audio connection throughout the meeting when present on-line and shall sign out upon any departure prior to adjournment.

4.3.10 Quorum shall be as designated as per the Constitution and Bylaws.

4.3.11 Motions and/or other documents being presented must be displayed on the screen to the Membership until they have been disposed of or voted on.

4.3.12 Voting shall be confidential and anonymous and shall be conducted via the platform designated for an electronic meeting. When requested or required, other methods of voting can be used as per the Constitution - Article 6.4.

4.3.13 Members seeking recognition of the floor shall signify to the Chair or Spotter by using the Raise Your Hand function. A Spotter's List will be used during the Meeting and Members will be recognized and can speak in the order that their hands were noticed and when acknowledged by the Chair

4.3.14 In order to avoid comments that are interfering with the order or decorum of the meeting, the Chair will have the right to mute a member. In a worst-case scenario, the Chair may request the Member to leave the Meeting.

Bylaw 5 Elections

5.1 Only Members of the Bargaining Unit may be candidates for office.

5.2 Elections for the Executive shall be by secret ballot at the Annual General Meeting.

5.3 There shall be an Elections Committee appointed by the Bargaining Unit Executive to establish a list of eligible candidates for election to the Bargaining Unit Executive.

5.4 A call for nominations will be sent in writing to the membership 30 days before the date of the Annual General Meeting. Candidates who wish to indicate their intention to run for office must submit their name, supported by one other Member's signature, to the Chair of the Elections Committee, at least ten (10) days prior to the election.

5.5 Nominees whose nominations have been received on time as per Bylaw 5.4, to offices for which only one nomination has been received, shall be deemed to be acclaimed to that office.

5.6 Any Member of the Bargaining Unit may be nominated "from the Floor" supported by two (2) other Members to offices that remain vacant as at the date of the Annual General Meeting.

5.7 Elections for the Executive shall be in the order listed in Article 5 of the Constitution.

5.8 Elections for all positions on the Bargaining Unit Executive shall be by the majority vote of those present, eligible to vote and voting.

5.9 Defeated candidates may be considered for other offices if they choose.

5.10 The term of the office for the Bargaining Unit Executive shall be two (2) years, from July 1 to June 30.

Bylaw 6 The 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 the OSSTF Provincial Bylaw 5 – Rights, Privileges and Duties, Section 2 – Duties of Members.

6.2 All members who wish to use a Union Leave to attend union meetings, work groups and or committees local or Provincial must have leaves approved by the Bargaining Unit President prior to applying for a union leave.

Bylaw 7 Duties of the Bargaining Unit Council

7.1 The Council shall:

7.1.1 pursue the objects of OSSTF and the Bargaining Unit as defined in the Provincial, District and Bargaining Unit Constitution

7.1.2 comply with the constitution, Bylaws, policies and established practices of OSSTF

7.1.3 give directions to the Executive and Committees of the Bargaining Unit

7.1.4 meet no less than two times per year with additional meetings at the call of the President or upon the written request of three (3) Workplace Representatives

Bylaw 8 Duties of the Bargaining Unit Executive

8.1 The Executive shall:

8.1.1 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

8.1.2 manage the affairs of Bargaining Unit between General Meetings

8.1.3 approve a Bargaining Unit budget by the first Executive Meeting of the new fiscal year

8.1.4 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

8.1.5 communicate regularly with the Members of the Bargaining Unit regarding the management of the Bargaining Unit's business

8.1.6 establish procedures for ratification of the Collective Agreement

8.1.7 fill any vacant position on the Executive, with the exception of the position of the President which shall be filled in accordance with the Bylaws.

Bylaw 9 Duties of the Executive Members

9.1 The President shall:

9.1.1 assume the role of Chief Executive Officer for the Bargaining Unit

9.1.2 call and preside over all Executive and General Meetings

9.1.3 be the official liaison and representative between the Bargaining Unit and the Algoma District School Board

9.1.4 be a member of the Labour Management Committee

9.1.5 be the official spokesperson of the Bargaining Unit

9.1.1 act as signing authority of the Bargaining Unit

9.1.6 fulfill the duties of the Bargaining Unit President as outlined in the OSSTF Handbook

9.1.7 represent the Bargaining Unit on the District Executive

9.1.8 represent the Bargaining Unit on the District Finance Committee

9.1.9 act as liaison between the District and the Bargaining Unit Executive and Members

9.1.10 report to the Bargaining Unit Executive at each Executive meeting

9.1.11 report to the Members at the Annual General Meeting

9.1.12 be an ex-officio member of all Bargaining Unit committees

9.1.13 ensure that all vital functions of an office which has been vacated be carried out on an interim basis until the vacancy is filled

9.1.14 represent the Bargaining Unit as the Bargaining Unit's Provincial Councillor

9.1.15 represent all Members of the Bargaining Unit fairly

9.1.16 attend applicable Provincial, Regional and/or District workshops and Meetings or appoint a delegate to attend in their place

9.2 The Past President shall:

9.2.1 Act in an advisory capacity to the President and Bargaining Unit Executive

9.2.2 Shall attend Bargaining Unit Executive and Council Meetings and the Annual General Meetings

9.2.3 Shall be a non-voting member of the Executive and Council

9.2.4 Shall be one of the signing authorities for the Bargaining Unit

9.2.5 Shall perform such other duties as assigned by the President

9.2.6 The Past President shall be a term of one year. Should the Past President decline the position, the position will remain vacant for the remainder of the term

9.3 The Vice-President shall:

9.3.1 in the absence of the President, perform the President's duties

9.3.2 in the absence of the Vice-President, the President's duties shall be performed by one of the Executive Officers as determined by consensus of the Bargaining Unit Executive

9.3.3 if assigned by the President, be an authorized signing officer of the Bargaining Unit

9.3.4 if assigned by the President, attend all Labour Management Committee meetings

9.3.5 if the Bargaining Unit President is also a District Vice President, will also represent the Bargaining Unit on the District Executive

9.3.6 if assigned by the President, be a member of the Collective Bargaining Committee

9.3.7 if assigned by the President, be a member of the Finance Committee

9.3.8 if assigned by the President, be a member of the Appeals Committee

9.3.9 perform such duties as assigned by the President

9.4 The Secretary shall:

9.4.1 keep record of the minutes of all Bargaining Unit Executive and General Meetings

9.4.2 perform such duties as assigned by the President.

9.5 The Treasurer shall:

9.5.1 keep account of all monies received and disbursed by the Bargaining

9.5.2 act as signing authority for expenses of the Bargaining Unit and its Members

9.5.3 provide a financial report at each meeting of the Bargaining Unit Executive and at the Annual General Meeting

9.5.4 represent the Bargaining Unit on the District Finance Committee

9.5.5 act as Chair of the Finance Committee

9.5.6 provide at least semi-annually financial reports to the District Treasurer in accordance with Provincial bylaws

9.5.7 perform duties as assigned by the District Treasurer

9.5.8 perform duties outlined in the Bargaining Unit and the Provincial Office Bylaws

9.5.9 perform duties as assigned by the President

9.6 The Chief Negotiator shall:

9.6.1 chair the Bargaining Unit Collective Bargaining Committee

9.6.2 in conjunction with the Collective Bargaining Committee prepare and conduct contract negotiations

9.6.3 ensure proper procedures are followed in all Collective Bargaining activities

9.6.4 keep accurate and confidential records of Collective Bargaining activities

9.6.5 present negotiation priorities to the Executive for approval prior to commencing negotiations

9.6.6 present the negotiation brief to Executive for information

9.6.7 report regularly to the Executive and the Members, as appropriate.

9.6.8 present the tentative agreement to the Membership for ratification

9.6.9 attend Provincial, Regional and/or District workshops and Meetings as applicable

9.6.10 perform duties as assigned by the President

9.6.11 be a member of the Labour Management Committee

9.7 The Grievance Officer shall:

9.7.1 act as chair of Grievance Committee

9.7.2 attend Provincial, Regional and/or District workshops and Meetings as applicable

9.7.3 report in Executive session to the President and Executive on grievances

9.7.4 represent Members during the grievance process

9.7.5 advise the Bargaining Unit Executive on matters relating to maintenance of the collective agreement

9.7.6 perform duties as assigned by the President

9.7.7 be a member of the Labour Management Committee

9.8 The Equity, Anti-Racism & Anti-Oppression Officer shall:

9.8.1 act as a resource person in the Bargaining Unit which may include reviewing local OSSTF/FEESO policies, bylaws, events, communications, and processes from an equity perspective to advance equity at the local level

9.8.2 examine equity-based barriers to participation and leadership at the local level and assist in the creation and maintenance of accessible and inclusive local practices and processes to remove barriers to participation

9.8.3 assist Members to navigate and access OSSTF/FEESO spaces

9.8.4 assist in the development of local Federation equity, anti-racist, and anti-oppressive policies, frameworks, and committee

9.8.5 assist in the Executive in preparation of local OSSTF/FEESO materials relating to equity and attend and report to meetings of the Executive

9.8.6 increase member engagement of First Nations, Métis, Inuit, Black, racialized, and/or other equity-seeking members

9.8.7 liaise with community groups (and other organizations where applicable) along with other Bargaining Units' Equity, Anti-Racism and Anti-Oppression Officers to collaborate and share resources

9.8.8 perform duties as assigned by the President

9.9 The Health and Safety Officer shall:

9.9.1 represent the Bargaining Unit as a member of the Board's Joint Health and Safety Committee

9.9.2 attend Provincial Health and Safety Conference(s)/meetings

9.9.3 perform inspections at work sites as assigned by the Board's Health and Safety Officer

9.9.4 prepare Joint Health and Safety Inspection Forms on assigned sites, submit to Board's Health and Safety Officer, and follow-up on monthly workplace inspections from assigned sites.

9.9.5 report to the Bargaining Unit Executive and Membership at meetings

9.9.6 perform duties as assigned by the President

9.10 The Communications/Political Action Officer shall:

9.10.1 assist the President in preparing communication for the Bargaining Unit

9.10.2 work with the District and Provincial Communication Committees as required

9.10.3 maintain and assist with social media accounts

9.10.4 perform duties as assigned by the President

9.11 The Casual Representative shall:

9.11.1 represent the Casual Members of the Bargaining Unit

9.11.2 communicate regularly with Casual Members

9.11.3 report possible violations of the collective agreement to the Grievance Officer

9.11.4 communicate problems and concerns to the Executive

9.11.5 perform duties as assigned by the President

9.12 The Pay Equity Officer shall:

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

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

9.12.3 Maintain contact with provincial OSSTF staff assigned to pay equity

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

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

9.13 The Education Services Officer shall:

9.13.1 Attend approved provincial and/or District workshops pertaining to Educational Services

9.13.2 Implement programs to achieve professional and education goals set by District 2, ECE Bargaining Unit and OSSTF

9.13.3 Report on a timely and regular basis to Executive and the Members

9.13.4 Carry out duties as assigned by the President

9.14 The Constitution Officer shall:

9.14.1 Be appointed by the ECE 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.

9.14.2 Serve as the Chair of the Constitution Committee.

9.14.3 Propose amendments to this Constitution and Bylaws and Policies as needed and report to the ECE Bargaining Unit.

9.14.4 Provide advice and assistance to the Bargaining Unit including the Bargaining Unit Executive and Members on matters related to Constitution, Bylaw and Policy amendments upon request.

9.14.5 Review and monitor this Constitution, Bylaws and Policies annually.

9.14.6 Make recommendations on constitutional issues of the Bargaining Unit upon Request.

9.14.7 Shall perform other duties as assigned by the President.

Bylaw 10 Annual General Meeting

10.1 The Annual General Meeting shall be responsible for:

10.1.1 approval of election procedures for Bargaining Unit Officers

10.1.2 election of Bargaining Unit officers by majority vote of those present, eligible to vote and voting

10.1.3 the establishment, amendment or revision of Bargaining Unit policies and/or constitution

10.1.4 all other matters as deemed necessary or appropriate for the promotion of the welfare and interests of the Members or the conduct of the business of the Bargaining Unit

Bylaw 11 Amendments

11.1 Amendments to the Constitution, Bylaws, Procedures and/or Policy may be made at the Annual General Meeting of the Bargaining Unit

11.2 Amendments to the articles of the Constitution, may be made by two thirds majority vote of the Members present, eligible to vote and voting, provided that notice of the proposed amendments has been given to the Membership in writing not less than fifteen (15) calendar days prior to the date of the Annual General Meeting.

11.2.1 Where no such notice is given, amendments may be made by nine-tenths majority vote of the Members present, eligible to vote and voting.

11.3 Amendments to Bylaws may be made by a majority vote of the Members present, eligible to vote and voting provided that notice of the proposed amendments has been given to the Membership in writing not less than fifteen (15) calendar days prior to the date of the Annual General Meeting.

11.3.1 Where no such notice is given, amendments may be made by a three-quarters majority of the Members present, eligible to vote and voting.

11.4 Amendments to Procedures and Policies may be made at the Annual General Meeting by a majority vote of the Members present, eligible to vote and voting.

11.4.1 The Executive may establish interim policies between Annual General Meetings, by a three-quarters majority vote of those Members of the Executive present, eligible to vote and voting, subject to ratification at the next Annual General Meeting.

Bylaw 12 Vacancies

12.1 If there is a vacancy in any Bargaining Unit Executive position, except the position of the President, 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, a Vice president shall assume the position for the remainder of the term of office. In the absence of a Vice-President, the President's duties shall be performed by one of the Executive Officers as determined by consensus of the Bargaining Unit Executive.

Bylaw 13 Workplaces

13.1 The following shall be considered Workplaces of the Bargaining Unit:

13.1.1 Each elementary school offering an Early Learning Kindergarten Program in which an ECE has been placed.

13.2 Each Workplace shall have one (1) representative on the Bargaining Unit Council.

13.3 Each Workplace shall elect in September of each school year a Workplace Representative.

13.4 The Workplace Representative shall:

13.4.1 represent the Workplace at the Bargaining Unit Council Meetings

13.4.2 report to the Members of the Workplace after such meetings and at such other times as necessary

13.4.3 call meetings of the Workplace as necessary and at the direction of Bargaining Unit Council or President

13.4.4 communicate to the Bargaining Unit President concerns raised by Members of the workplace

13.4.5 communicate without delay to the Members of the Workplace all Federation notices directed to the Workplace

13.4.6 communicate to the Bargaining Unit President and Grievance Officer any violations of the collective agreement

13.4.7 perform such duties as assigned by the President.

Bylaw 14 Finances

14. 1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.

14. 2 The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds in accordance with an approved budget.

14.2.1 The Treasurer shall prepare an up-to-date financial report for presentation at each Executive Meeting and at the Annual General Meeting.

14. 3 A levy on members to conduct Bargaining Unit business may be determined at an Annual General Meeting.

14. 4 Any surplus funds in the ECE levy account shall be held in reserve to fund future collective bargaining activities.

Bylaw 15 Standing Committees

15.1 Finance Committee

15.1.1 The Finance Committee shall consist of the Bargaining Unit President, Vice President and Treasurer.

15.1.2 It shall be the duty of the Finance Committee to:

15.1.3 review the expenditures of the Bargaining Unit from time to time as required

15.1.4 prepare and submit for approval to the Executive a draft interim budget for the next Federation year.

15.2 Collective Bargaining Committee

15.2.1 The Collective Bargaining Committee shall be chaired by the Chief Negotiator and consist of the Bargaining Unit President, Vice-President, Chief Negotiator, and up to two (2) other members appointed by the Executive.

15.2.2 The Bargaining Unit Executive shall appoint Members to fill any vacancies.

15.2.3 The Collective Bargaining Committee shall:

15.2.4 survey the Membership to establish priorities for each round of negotiations

15.2.5 assist the Negotiating Team in preparing a negotiation brief

15.2.6 seek approval for the brief from the Bargaining Unit Executive and from Provincial Office of OSSTF

15.2.7 communicate regularly with Members on the progress of negotiations

15.2.8 seek assistance from Provincial Office Negotiators as necessary

15.2.9 seek the ratification of the tentative agreement by the Bargaining Unit Members at a General Meeting called for that purpose.

15.3 Negotiating Team

15.3.1 The Negotiating Team shall consist of the Chief Negotiator, the President and up to two (2) members appointed by the C.B.C

15.3.2 present, in cooperation with the C.B.C., a negotiation brief to the Executive

15.3.3 conduct negotiations in accordance with the Ontario Labour Relations

15.3.4 Act respecting the Negotiation of Collective Agreements between the School Board and ECEs or its successors

15.3.5 attempt to negotiate a Collective Agreement which moves toward the realization of the ECE priorities and Provincial targets.

15.4 Constitution Committee

15.4.1 The Constitution Committee shall consist of three members of the Bargaining Unit.

15.4.2 It shall be the duty of the Constitution Committee to:

15.4.2.1 review the Bargaining Unit Constitution, Bylaws and Policies

15.4.2.2 recommend to the Executive any revisions as required

15.4.2.3 prepare appropriate on-time motions for consideration at the Annual General Meeting

15.5 Elections Committee

15.5.1 The Elections Committee shall consist of three members of the Bargaining Unit that are not currently on the Executive nor a candidate running for office.

15.5.2 It shall be the duty of the Elections Committee to establish a list of eligible candidates for election at the Annual General Meeting.

15.6 Grievance Committee

15.6.1 The Grievance Committee shall be chaired by the Grievance Officer and consist of the three members of the Bargaining Unit Executive and/or Council, including the President and the Grievance Officer.

15.6.2 It shall be the duty of the Grievance Committee to receive concerns of Members and any potential violations of the Collective Agreement.

15.7 Appeals Committee

15.7.1 Appeals Committee shall consist of three members of the Bargaining Unit Executive who are not on the Bargaining Unit Grievance Committee. The members of the Appeals Committee shall select one of their members to chair the meeting.

15.7.2 Any member of the Bargaining Unit affected by a decision resulting from a complaint under the Anti-Harassment and Anti-Bullying Policy or by a decision of the Grievance Committee may appeal the decision to the Appeals Committee.

15.8 Grievance Appeals Procedure

- When a potential grievance has been turned down, the grievor has the right to appeal a decision of the Grievance Committee in writing to the Grievance Appeals Committee within seven (7) days of receiving the committee's decision.
- The appeal hearing shall be held in camera.
- The Chair will allow the grievor, if the grievor desires, to bring one (1) additional Bargaining Unit member to any meeting pertaining to the grievor's grievance.
- 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.
- The decision of the Grievance Appeal Committee is binding.
- The grievor may further appeal the decision to the Field Secretary at the Provincial Office of OSSTF.

15.9 Labour Management Committee

15.9.1 The Labour-Management Committee shall consist of three (3) members – the President, the Chief Negotiator and the Grievance Officer.

15.9.2 The Committee shall meet as required by the Bargaining Unit or by the Employer to discuss matters of common concern

15.10 Committee Chairs

15.10.1 Each Committee shall elect a Chair from the Committee Members (unless otherwise stated in the bylaws) 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.

15.10.2 The Chair will develop and distribute the agenda for the Committee members prior to the next scheduled meeting.

15.10.3 The Chair is responsible for conducting Committee meetings efficiently and keeping meetings focused and on task.

15.10.4 The Chair may cancel meetings as appropriate.

15.11 Committee Vacancies

15.11.1 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.

15.11.2 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.

15.11.3 Should a vacancy occur, the committee shall solicit nominations and appoint a Member to fill the vacancy until the end of the term of office.

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

Bylaw 16 Ratification Procedures

16.1 Ratification Procedures of a tentative collective agreement shall be as follows:

16.1.1 Bargaining Unit Members shall vote on the ratification of a tentative collective agreement at their workplaces after a General Meeting called for that purpose.

16.1.2 A minimum of five (5) working days' notice shall be given for a ratification meeting.

16.1.3 In extreme circumstances beyond the control of the Bargaining Unit, the Executive may waive the minimum requirement for this notice.

16.1.4 Ratification shall require a majority vote of those present, eligible to vote and voting.

16.1.5 The Chief Negotiator shall present the tentative agreement to the Members prior to any ratification vote.

16.1.6 The vote shall be by secret ballot.

16.1.7 Following the ratification vote, the Bargaining Unit President shall inform the Members that the tentative agreement has either been accepted or rejected.

Bylaw 17 Delegates to the Annual Meeting of Provincial Assembly

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

17.1.1 The Bargaining Unit President or delegate appointed by the President from the Bargaining Unit Executive.

17.1.2 If the Bargaining Unit is allotted space for additional delegates, they shall be appointed by the Executive at the November executive meeting, a minimum of

20 days after a call for nominations for alternates is delivered in writing to the all of the membership.

17.1.3 Duties of the delegates shall be in accordance with OSSTF Constitution and Bylaws.

Bylaw 18 Anti-Harassment and Anti-Bullying Policy

18.1 There shall be an Anti-Harassment and Anti-Bullying Policy in effect at all Bargaining Unit workplaces and functions.

18.2 The Anti-Harassment and Anti-Bullying Policy and Procedure and any amendments to it shall be approved at the Annual General Meeting.

18.3 A copy of the Anti-Harassment and Anti-Bullying Policy shall be attached to this Constitution.

POLICIES

Policy 1 Anti-Harassment and Anti-Bullying Policy

Anti-Harassment and Anti-Bullying Policy and Procedures for Employees of District 2,
Algoma Anti-Harassment and Anti-Bullying Statement

Employees of OSSTF District 2 have the right to a workplace free from harassment and bullying.

This includes harassment and bullying by other OSSTF employees and OSSTF District 2 Members. Harassment and discrimination are not joking matters. They have a destructive effect on the work- place environment, individual well-being, and union solidarity. Such actions are not only destructive; they can be illegal.

Harassment and discrimination can take many forms and may be verbal, physical or psychological in nature. They can involve a wide-range of actions including comments, gesture or looks, messages, pictures, touching or more aggressive actions. These acts may be direct or overt; they may be isolated or repeated. They are, however, always degrading, unwelcome, and coercive. They are always unacceptable.

As a union and as an employer, our goals must be to protect human rights, to promote mutual respect and trust, and to foster inclusion. We cannot condone or tolerate intimidating, demeaning, hostile and aggressive behaviour against Members or employees. We cannot condone these behaviours when we witness them.

OSSTF District 2 takes seriously its responsibility to ensure that employees are treated with respect and dignity in the workplace and at all OSSTF functions and meetings.

Employees who feel targeted by harassment, bullying or discrimination must be able to speak up and know their concerns will be responded to immediately in accordance with Provincial OSSTF Policies and Bylaws and the Resolution and Complaint Procedures as approved by OSSTF District 2.

Resolution and Complaint Procedure

An employee who believes s/he has been the target of harassment, bullying or discrimination is encouraged to take immediate action to ensure this behaviour is stopped.

All efforts will be made to keep the complaint and resulting procedure confidential to the parties involved in the process.

As a first step, the employee should make it clear to the perpetrator that s/he finds the behaviour offensive and unwanted 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 reoccurs or persists, or if the employee does not feel safe in approaching the perpetrator directly, s/he should speak with the District President, in the event that the perpetrator holds the position of District President, the complaint should be taken to the District Anti-Harassment Officer.

The District President (or District Anti-Harassment Officer) will investigate the complaint promptly, including separately interviewing the parties involved and any witnesses, with a view of resolving the problem informally. This can include mediation in order to allow the parties to resolve the issue.

If the complaint cannot be resolved informally, the complainant will be asked to put the complaint and all relevant information in writing. This complaint will then be filed with the District President (or District Anti-Harassment Officer).

How the complaint is handled will vary according to the position of the alleged perpetrator.

If the complaint is made against a member of OSSTF District 2, the employee will bring the complaint to the attention of the President of the Bargaining Unit to which the member belongs who will then follow the procedures as outlined in the Anti-Harassment Policy that governs OSSTF District 2 Members.

If the complaint is made against an employee of OSSTF District 2, the issue will remain with the District President. The District President will report and make recommendations, if required, to the District 2 Executive. The District Executive will consider these recommendations and act accordingly.

This can include, but is not limited to, progressive discipline.

If the complaint is made against an employee of OSSTF Provincial Office, the complaint will be filed with the General Secretary, and will come under the purview of OSSTF Provincial Office Policies and Procedures.

Nothing in the procedures outlined above restricts the rights of the member(s) to file a complaint with the Human Rights Commission or make a complaint to the Police.

Anti-Harassment and Anti-Bullying Policy and Procedures for Members of District 2, Algoma. The purpose of the Policy is to promote a respectful workplace through prevention and prompt resolution of harassment.

Policy Requirements for OSSTF District 2 Meetings and Functions

All OSSTF District 2 ECE Functions and Meetings shall have a designated Anti-Harassment Officer, appointed by the Bargaining Unit President or Chairperson of the Meeting. The ECE Anti-Harassment Officer is an individual who has been appointed by the Executive and will be identified at the beginning of the function/meeting where s/he is in attendance.

A copy of the Anti-Harassment /Bullying Policy and Procedures shall be distributed to all individuals who attend an OSSTF meeting and/or function. For a series of meetings, such as the ECE Executive meetings, Members will be provided with a copy of the Anti-Harassment/Bullying Policy at the first meeting of the year. It is understood that an Anti-Harassment Officer will be appointed at the beginning of each meeting.

Role of the Anti-Harassment Officer

The Anti-Harassment Officer provides initial assistance for a member who believes that s/he has experienced harassment or bullying.

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:

Using OSSTF's informal and/or formal procedures

Accessing the Bargaining Unit grievance procedures

Filing a complaint with the Police

Filing a complaint with the Ontario Human Rights Commission.

Representation Rights

A member of the Early Childhood Educators' Bargaining Unit shall have the right to representation by the Bargaining Unit Executive and/or the District Executive.

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 Early Childhood Educators' Bargaining Unit Executive. Where a grievance is filed, the timelines shall not be affected by the time taken to use the Harassment/Bullying Complaint Procedure referred to in Article 2.4.7.

Anti-Harassment Complaint Procedure

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.

If you believe you are being harassed, speak up right away. The member should make it clear to the perpetrator that s/he 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.

Regardless of what method the harassed member uses, s/he should always make sure to keep a journal, date and keep copies of the correspondence. Record all unwelcome or harassing behaviour.

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 Bargaining Unit President or to the Police (for a case of sexual or physical abuse).

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)

The designated Anti-Harassment Officer will ensure that all issues are kept confidential.

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:

- Using OSSTF's informal and/or formal procedures
- Accessing the Bargaining Unit grievance procedures
- Filing a complaint with the police

- Filing a complaint with the Ontario Human Rights Commission.

Informal Procedures

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.

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.

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.

The Anti-Harassment Officer will not be involved in investigating the complaint and will not be asked to represent OSSTF – Early Childhood Educators' Bargaining Unit at any stage of the proceedings related to the complaint.

Formal Stages

If mediation, through the Informal Procedures, is not accepted or is unsuccessful, the member can file a formal complaint with the ECE President. In the event that the complaint is directed against the ECE President, the complaint should be filed with the District President.

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 ECE President (or District President) under this policy.

The ECE President (or Secretariat Member assigned to the District) will appoint an investigator who is a member of the ECE Executive.

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.

Upon being appointed, the investigator shall set out the framework for completion of the investigation. The timeframe shall be communicated to the parties, the ECE President and/or Secretariat Member.

Timeframe

If the investigator decides the complaint is valid, the investigator will report in writing to the ECE President and/or Secretariat Member, within five (5) working days of completing the investigation.

The investigator will recommend appropriate remedies and disciplinary action and any other necessary action.

The ECE President and/or Secretariat Member will recommend what action(s) will be taken and will inform both parties of the decision, in writing, within twenty (20) working days of the report being submitted.

Remedies

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

Corrective Action for Harassers

The Educational Support Staff Bargaining Unit Executive, in consultation with OSSTF Provincial Office, shall determine appropriate corrective actions for harassers who are Members of OSSTF, District 2, Algoma.

Record Keeping

The ECE President, District President and/or Secretariat Member shall keep and maintain accurate records of reports that they receive of workplace harassment. Such records will be maintained in confidential and restricted files.

Complaints Made in Bad Faith

In the event that a complaint is made in bad faith, that is deliberately and maliciously filed knowing it has no basis, the complainant will be subject to the same penalties as a

harasser. The member who is unjustly accused of harassment will be given the benefit of any necessary remedies that would be given in a case of harassment.

Other Recourse

Members of the ECE may wish to discuss grievance options with their Bargaining Unit President/Executive. If harassment is based on one of the grounds of discrimination prohibited under the Ontario Human Rights Code, Members have a right to file a complaint with the Ontario Human Rights Commission.

Physical assaults including sexual assault are covered by the Criminal Code and in such cases the Police should be contacted.

If a complaint is or has been dealt with through another avenue or recourse, the complaint process under this policy will not proceed further and the case is closed.

Appeals

Nothing within this Bylaw 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.